Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949
Phone 252-261-2394 / Fax 252-255-0876
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Meeting Minutes
Pitts Center – 5375 N. Virginia Dare Trail, Southern Shores, NC
Date: Tuesday, January 6, 2026
Time: 10:00 a.m.

Attendance
Present:
- Mayor Morey
- Mayor Pro Tem Neal
- Council Member Sherlock
- Council Member Batenic
- Council Member Neilson

Call to Order
Mayor Morey called the meeting to order at 10:00 a.m.

The Council and public stood for the Pledge of Allegiance followed by a Moment of Silence.

Amendments to / Approval of Agenda
Mayor Morey requested an amendment to the agenda to remove item number 6, the Public Hearing ZTA-25-06, as requested by the applicant due to clarifications needed.

> **Motion** to amend the agenda as described was made by Council Member Batenic, seconded by Council Member Sherlock. Motion carried unanimously.

Consent Agenda
The consent agenda included minutes from the previous meeting and the service contract amendment for Ocean Rescue. The service contract amendment with Sandski, LLC would extend services through the end of the 2026 beach season (July-October 2026) with an additional cost of $39,540.83 per month totaling $158,163.32, which will be accounted for in the FY 2027 budget.

Council Member Sherlock confirmed that the amendment had no impact on the current budget.

Town Manager Ogburn confirmed the amendment had no impact on the current year budget but would for the FY2027 budget.

> **Motion** to approve the consent agenda was made by Council Member Neilson, seconded by Council Member Sherlock. Motion carried unanimously.

Presentations

Southern Shores Fire Department Staff & Fire Auxiliary Board Members Introductions

Fire Chief Limbacher introduced members of the Fire Auxiliary Board. Present were Eddie Hayman (Chairman and retired Hampstead Police Lieutenant), Fred Schmidt (Vice Chair), Maylon White (who previously ran North Carolina aquariums before retiring), and Randy Browning (from Martins Point, who had joined the board six months ago). Chief Limbacher particularly commended Eddie Hayman and Maylon White for their extensive work during the department's transition and for rewriting many of the bylaws.

Chief Limbacher then introduced the four new fire captains:

- Matt Jones - Holds a degree in criminal justice from Elizabeth City State University with certifications including North Carolina firefighter, hazardous materials technician, qualified North Carolina fire instructor, and advanced EMT. He played football at Elizabeth City University and coaches football at John A. Holmes.
- Dakota Sawyer - Grew up in Camden, North Carolina and gained firefighting experience with the Department of Defense and Department of Homeland Security. He is pursuing a bachelor's degree in emergency management with a focus on fire investigations at Southern and Columbia University.
- Daniel Wottawa- Born and raised in New York, he joined the fire service in 2014 and previously served with Currituck Fire and EMS.
- Lawson Marsh - Started as a junior firefighter at age 16 in Ahoskie, NC. He worked at Corolla Beach Rescue for seven years, with the last three as head supervisor. He graduated from East Carolina University with a bachelor's degree in construction management and runs his own construction business when not on shift with the fire department. He lives in Southern Shores and previously volunteered with the department.

Town Clerk Sheila Kane administered the oath of office to the four captains.

Chief Limbacher expressed appreciation for how well the captains had been working together during the transitional phase and their willingness to address unforeseen issues.

A250 Initiative-Katelin Kight, Dare County

Council Member Neilson introduced Katelin Kight, Assistant Public Information Director for Dare County, whom he had been working with on the A250 committee. He commended her organizational skills, clear communication, and documentation abilities.

Ms. Kight explained that the DARE A250 committee represents multiple organizations collaborating to coordinate county-wide celebrations of America's 250th birthday through July 2026 and beyond. The committee includes representatives from Dare County, all municipalities, Dare County Schools, National Park Service, Outer Banks Visitors Bureau, and various nonprofits and museums.

Key initiatives include:

- The DARE A250 website (darea250.org) where visitors can subscribe to a monthly newsletter
- The DARE A250 Passport Program featuring 13 historic locations throughout Dare County, including a Southern Shores flat top home
- The DARE A250 Fair on April 18th at Wright Brothers Memorial
- The Kelly St. Patrick's Day Parade in March, which will have a DARE A250 theme

Ms. Kight showed a video highlighting the passport program, which allows visitors to scan QR codes at 13 historic sites across the county. Participants can earn certificates based on how many locations they visit, with the program running through November 18, 2026.

The DARE A250 Fair will be a free event featuring live music, family-friendly activities, historical storytelling, vendors, and a patriotic show. The committee is seeking volunteers and encourages submission of DARE A250-themed events through their website.

Council Member Batenic asked if rental companies would be provided with this information for visitors, and Ms. Kight confirmed they plan to distribute email banners, rack cards, and flyers to visitor centers, coffee shops, and restaurants.

Staff Reports

Deputy Town Manager / Planning Director

Deputy Town Manager/Planning Director Haskett reported that the planning department issued 37 permits in December (5 zoning permits, 15 building permits, and 17 trade permits), collecting $12,200.35 in fees.

The Planning Board will meet on January 21st (Wednesday due to the holiday) at 5:00 PM in the Pitt Center to reconsider the Southern Shores Civic Association ZTA that was removed from today's agenda and potentially consider a ZTA regarding wastewater treatment plants if finalized before the meeting.

Police Chief

Police Chief Kole presented the December 2025 report, which included 1,510 calls for service, 20 reported incidents, 10 criminal arrests totaling 21 charges, 76 traffic stops resulting in 22 written citations and 49 warning citations, zero ordinance violations, and 2 reportable motor vehicle accidents.

Chief Kole mentioned that the department is developing a webpage about License Plate Readers (LPRs) that will include the department's policy, state statutes, locations,

budget information, and examples of their usefulness. He noted they are awaiting the final Memorandum of Understanding from the State Bureau of Investigation.

Council Member Batenic expressed concerns about e-bikes, particularly youth riders ignoring traffic rules, and asked if the state legislature was working on regulations. Chief Kole stated that the North Carolina Police Chiefs Association has been pushing for legislation, but it has stalled. He noted that the department is planning bicycle rodeos before the end of the school year that will include e-bike education and a helmet giveaway.

Chief Kole shared a concerning story about a chase involving an intoxicated rider on an electric bike traveling at extensive speeds on South Dogwood Trail. Mayor Morey and council members agreed that education and parental accountability are crucial components of addressing this issue.

Fire Chief

Fire Chief Limbacher reported 66 total calls for December 2025, including 46 EMS calls, 1 motor vehicle accident, 1 victim removed from stalled elevator, 1 hazardous condition, 1 arcing/shorted wire, 1 beach wheelchair delivery, 3 smoke detector services, 2 public service calls, 2 cover up/standby calls, 4 dispatches canceled en route, and 4 fire alarms. He noted this was the department's highest call volume year ever.

Chief Limbacher mentioned that the Santa ride on December 20th was well-attended, particularly at the pavilion at the marina. Council Member Neilson commended Chief Limbacher and the department for the successful event, noting the participation from various community organizations.

Town Manager

Town Manager Ogburn presented the second quarter financial report, acknowledging Finance Officer Bonnie Swain for compiling the data. Highlights included:

- Receipt of a $5,000 grant for a new mobile message trailer
- Hiring of the fourth fire captain
- Transfer of the fire station from fire real estate incorporated to the town
- Work on the North Island Resilient Coastal Communities Program
- Positive progress on the entry corridor
- Receipt of beach nourishment survey results
- $220,000 grant from the Tourist Bureau for multi-use path repairs on NC 12
- Progress on the East Dogwood Trail road rework project, with bids opening Friday, January 9th
- Cemetery improvements, with irrigation installation beginning

For the second quarter, the town collected approximately $5 million in revenue (largely from ad valorem taxes, occupancy tax, sales tax, and land transfer tax) while expenses were just over $2 million. The town has collected about 62% of its budgeted revenues for the year.

Town Manager Ogburn also presented a beach nourishment update, highlighting that the most recent survey shows a net gain of approximately 333,000 cubic yards between November 2022 and November 2025 surveys, representing a 32% increase in the volume of sand originally added. The project is performing well, with an actual gain of 4.3 cubic yards per foot per year versus the projected loss of 3 cubic yards per foot per year.

Regarding financing, Town Manager Ogburn noted that the town borrowed $5.5 million for the $11 million project, with $4.3 million from the county and the remainder from grants. The town will make its last payment on December 15, 2026, and will have $1.8 million in reserve to start the next project.

For future planning, Coastal Protection Engineering of North Carolina (CPE) will be submitting proposals for 2026 monitoring and for plans/specifications for a potential 2027 project. Monitoring will be done in May with updated information available by June/July. Bids for a potential new project would occur in August/September timeframe, at which point the town would need to decide whether to proceed.

Council members discussed county participation, MSD rates, and the coordination required between the four towns for any future project.

Town Attorney

Town Attorney Hornthal did not provide a report.

General Public Comment

No members of the public requested to speak.

Old Business

Consideration of Extension of Citizen Ban

Town Attorney Hornthal explained that a special meeting was held on February 5, 2025, to consider extending a temporary emergency ban of Anthony Mina from town property. Mr. Mina was given notice and an opportunity to be heard but did not appear, instead submitting a statement in opposition. The Town Council voted unanimously to extend the ban for one year and provided Mr. Mina the opportunity to request a review after one year, which he has not done. The current ban expires on February 4, 2026.

Council members discussed the duration of a potential extension, with Council Member Sherlock suggesting a longer period such as three years due to the resources devoted to the matter and Mr. Mina's lack of interest in having the ban lifted. Mayor Pro Tem Neal advocated maintaining the one-year review period.

> **Motion** to continue the current ban from all town property for Mr. Mina until his request for review, not sooner than February 4, 2027, was made by Mayor Morey, seconded by Council Member Batenic. Motion carried unanimously.

[Clerk's Note: The special meeting in 2025 was held on February 4, 2025]

New Business-none

Council Business

Mayor Morey announced the next Town Council meeting will be on Tuesday, February 3, 2026, at 10:00 AM. She also announced she will be holding a Mayor's Chat on Tuesday, February 17, 2026, at 4:30 PM.

Mayor Pro Tem Neal announced that the Entry Corridor Enhancement Committee will have a rehearsal on January 14th at 9:00 AM at the Pitt Center to prepare for a potential presentation to a joint meeting of the planning board, council, and citizens on January 27th at 5:30 PM regarding their phase 1 report. He also mentioned the upcoming DARE Housing Foundation meeting on January 20th.

Council Member Sherlock reported on her participation in the Albemarle Rural Planning Organization and ongoing work on cemetery improvements.

Council Member Batenic reported that the Tourism Board's December meeting indicated occupancy was down due to economic uncertainty, weather, and media coverage of coastal erosion. The board is focusing on marketing efforts to show the Outer Banks is "safe and sound" and hoping the A250 initiative will bring more visitors.

Council Member Neilson referenced his work on the A250 committee and Current TV, noting that Current TV is encouraging towns to produce videos rather than purchase equipment with LDPI grants.

Adjourn

Motion to adjourn was made by Council Member Batenic. Motion carried unanimously.

ATTEST:

Elizabeth Morey, Mayor

Respectfully submitted,

Sheila Kane, Town Clerk

AGENDA ITEM SUMMARY
Item #__2__

MEETING DATE: January 6, 2026

ITEM TITLE: Service Contract Amendment-Ocean Rescue

ITEM SUMMARY: The Town's current service contract for ocean rescue services is with Sandski, LLC. with a term ending December 31, 2026. The contract was first amended in April 2023 to account for an increase in cost. The contract accounts for costs through FY 2026 ending June 30, 2026. The second amendment is a request to account for the costs associated with services for the remaining calendar year 2026 (July, August, September and October). The contractor has agreed to leave the cost for those months equal to the costs for FY 2026. An additional $39,540.83 per month totaling $158,163.32 will need to be accounted for in the FY 2027 budget.

STAFF RECOMMENDATION AND REQUESTED ACTION: Staff request the Town Council approve the 2nd Addendum to the contract for ocean rescue services with Sandski, LLC. This Addendum has no impact on the current budget.

ATTACHMENT: Contract with Sandski, LLC

First Addendum to the contract

Proposed Second Addendum to the contract

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER #

THIS CONTRACT is made and entered into this the 4 day of May, 2021, by and between TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and SANDSKI, L.L.C. dba SURF RESCUE, SS/EID# 56-2195849, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

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

a. CONTRACTOR shall provide ocean rescue services, on behalf of the town, to the members of the public utilizing the Ocean, ocean beaches, and dispatched calls to the sound. CONTRACTOR shall conform to the 911 dispatch protocol for all non-police matters.

b. CONTRACTOR shall meet all standards set forth by the United States Lifesaving Association (USLA) for ocean lifeguards as detailed in the latest edition of the USLA booklet, "Guidelines for Open Water Lifeguard Training and Standards." A trained lifeguard will meet and maintain the following standards and requirements and will man each lifeguard position:

1. Will be at least 18 years of age at the time of the first workday.
2. Will have successfully completed ocean rescue training or have two years of experience as an ocean lifeguard.
3. Will have completed a basic CPR course of instruction.
4. Will have completed a basic first-aid course of instruction.
5. Will meet and maintain minimum physical qualifications for running, swimming and general fitness as established by the USLA training and standards guides.
6. Will be familiar with the operation and use of all rescue equipment and devices provided for use in rescue operations.
7. Will comply with all rules and regulations set forth by the Town.

c. CONTRACTOR shall provide a shared supervisor patrolling from 10:00 a.m. to 6:00 p.m. beginning May 1st until October 15th. Two (2) lifeguards will be positioned at two fixed lifeguard stands from 10:00 a.m. to 6:00 p.m. daily and two (2) ATV's patrolling beginning Saturday of Memorial Day Weekend through Monday of Labor Day Weekend from 10:00 a.m. to 6:00 p.m. A minimum of Two (2) ATV's will be patrolling from Labor Day through October 15th. In addition to the stands starting Memorial Day weekend there will be two (2) more stands that will be manned no later than the Third weekend of June until, and including, the second week of August from 10:00 a.m. to 6:00 p.m. The dates for the Stands will be determined prior to the start of each season.

d. CONTRACTOR shall provide, at a minimum, the following equipment:

1. four (4) wooden towers with an unobstructed view of the water at least six (6) feet above sand grade with an umbrella.
2. Portable communication equipment approved by the Town.
3. Personal protective equipment that meets or exceeds OSHA specifications.
4. a uniform identifying the individual as a "Lifeguard" that is distinctive in color to include: a sweatshirt, and sweatpants.
5. Binoculars for each Lifeguard
6. Rescue buoy for each Lifeguard
7. Swim fins for each Lifeguard
8. Whistle for each Lifeguard

e. CONTRACTOR shall implement a "red flag" warning system to alert the public to dangerous surf conditions. To the extent possible the CONTRACTOR shall utilize available flagpoles and flags. If this equipment is not available, the CONTRACTOR shall request funding to purchase such equipment from the Town Manager. Upon making the determination that dangerous surf conditions exist, the supervisor shall alert the Town Manager, the Chief of Police, and Fire Chief.

f. CONTRACTOR will not allow any advertising, on any equipment or uniform for any organization, business, service, person, or entity without the express permission of the Town Manager.

g. CONTRACTOR shall be responsible for maintaining and keeping all areas of the beach free of trash and debris, if the amount of debris exceeds normal expected amounts based on the use of the beach, due to a storm or other condition, the Town may negotiate with CONTRACTOR for additional debris removal services. In any event, the Town will provide disposal containers for debris removal when requested by CONTRACTOR and service the same containers.

h. CONTRACTOR shall coordinate with the Town, including the Chief of Police and the Fire Chief, and the County for adequate radio communications.

i. TOWN shall pay CONTRACTOR the following amounts for services rendered under this CONTRACT:

FY 2021/22	$176,000
FY 2022/23	$184,000
FY 2023/24	$192,000
FY 2024/25	$200,000
FY 2025/26	$208,000

2. TERM OF CONTRACT

The term of the **Contract for Services** is from July 1, 2021 until December 31, 2026. The service periods are listed above under **Services to Be Provided**. This contract is subject to the appropriation of sufficient funds by the Town's governing board to make payment for the specified **Services** during the term of this contract and this contract may be terminated at any time if such funds are not appropriated. In the event the Contractor is unable to provide services in accordance with the terms and conditions of this contract, this contract may be immediately terminated by either party.

3. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Each payment will be One sixth the contract amount for that fiscal year. The fiscal year is defined as July 1 in any calendar year to June 30 of the following calendar year. Payments will be made on or around the 15th of each month in these months: July, August, September, October, May, June.

4. INDEPENDENT CONTRACTOR

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

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards set forth by the USLA.

5. INSURANCE AND INDEMNITY

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

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

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

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

The CONTRACOR shall acquire commercial general liability insurance coverage with a minimum limit of $2,000,000.00 general aggregate, products/completed operations aggregate, personal and advertising injury and each occurrence including premises and operations. Independent contractors, products and completed operations, broad form property damage, explosion/collapse/underground coverage, and contractual liability shall be written on an as occurrence basis.

The CONTRACTOR shall acquire Business Auto Liability insurance coverage with a minimum limit of $1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability, to include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The TOWN shall be included as an additional named insured on the commercial general liability and business auto liability insurance policies. The CONTRACTOR shall furnish TOWN a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

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

7. NON-DISCRIMINATION IN EMPLOYMENT

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

8. 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.

9. OTHER PROVISIONS

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

10. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

TOWN OF SOUTHERN SHORES SEAL NC

TOWN OF SOUTHERN SHORES

By: _____

Title: Town Manager

Date: May 6, 2021

Witnessed or Attested By:

_____

CONTRACTOR

By: _____

Title: Owner/MANAGER.

Date: 5/11/2021

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

_____
Finance Director

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER# 4058 FY22-23

THIS ADDENDUM to CONTRACT ("CONTRACT" originally dated May 4, 2021) is made and entered into this the **4th day of April, 2023**, by and between TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and SANDSKI, L.L.C. d/b/a SURF RESCUE, SS/EID# 56-2195849, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **ADDENDUM TO SERVICES TO BE PROVIDED AND AGREED CHARGES** are as follows:

   i. TOWN shall Pay CONTRACTOR the following amounts for services under this CONTRACT:

FY 2021/2022	$176,000				
FY 2022/2023	$184,000	+	$9,749	=	$193,749
FY 2023/2024	$192,000	+	$29,245	=	$221,245
FY 2024/2025	$200,000	+	$29,245	=	$229,245
FY 2025/2026	$208,000	+	$29,245	=	$237,245

2. TERM OF CONTRACT

The term of the Contract for Services is from July 1, 2021 until December 31, 2026

SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above CONTRACT.

SANDSKI, LLC d/b/a SURF RESCUE

By: _____

Title: Owner Manager

Date: 4/26/2023

WITNESS OR ATTEST BY:

_____

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER# 4058
FY 22-23

TOWN OF SOUTHERN SHORES

By: [signature]
Title: Town Manager
Date: 4-5-2023

ATTEST:
[signature]
Town Clerk

TOWN OF SOUTHERN SHORES
(TOWN SEAL) SEAL
NC

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

[signature]
Finance Director

NORTH CAROLINA **SERVICE CONTRACT**
DARE COUNTY **PURCHASE ORDER#**

THIS SECOND ADDENDUM to CONTRACT ("CONTRACT" originally dated May 4, 2021, first addendum dated April 4, 2023) is made and entered into this the **6th day of January, 2026**, by and between TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and SANDSKI, L.L.C. d/b/a SURF RESCUE, SS/EID# 56-2195849, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **ADDENDUM TO SERVICES TO BE PROVIDED AND AGREED CHARGES** are as follows:

   i. TOWN shall Pay CONTRACTOR the following amounts for services under this CONTRACT:

   $39,540.83 per month for July 2026 through October 2026 totaling $158,163.32

SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above CONTRACT.

SANDSKI, LLC d/b/a SURF RESCUE

By:_____

Title:_____

Date:_____

WITNESS OR ATTEST BY:

_____

TOWN OF SOUTHERN SHORES

By:_____

Title:_____

Date:_____

ATTEST:

_____
Town Clerk

(TOWN SEAL)

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

_____
Finance Director

AGENDA ITEM SUMMARY
Item #__5__

MEETING DATE: January 6, 2026

ITEM TITLE: Consideration of Extension of Citizen Ban – Anthony Mina

ITEM SUMMARY: The Town Council held a Special Meeting on February 4, 2025, for the purpose of holding a hearing to consider extending the ban from town property for Mr. Anthony Mina. Mr. Mina did not attend the hearing intended to grant him due process from a ban originally put into place January 7, 2025, for harassment and threating emails which included statements that Southern Shores, and others, should be "thankful that I have not killed them." The Town Council voted unanimously to ban Mr. Mina from town property for one year. The motion included the ability for Mr. Mina to request a review of his ban at the end of the year at which time the Town Council would grant due process. No request has been made. The Town Attorney advised Mr. Mina the same day of his ban being extended for one year through February 4, 2026.

Mr. Mina has provided no justification as to why this ban should be lifted. In fact, he continues to send threating emails. A recent email dated November 26, 2025, stated "Several of the witnesses to my suffering, including 3 people I lived with at the time have "died"", and, "I just wanted to make sure everyone involved with helping Cliff Ogburn's corruption is aware that there is a strange coincidence between witnesses "dying" after I am victimized…". Statements such as these are reflective of those that lead to the current ban.

STAFF RECOMMENDATION AND REQUESTED ACTION: Staff finds no reason to allow Mr. Mina on town property. Staff requests approval of a motion to continue the current ban from all town property for Mr. Mina until his request for review, not sooner than February 4, 2027?

AGENDA ITEM SUMMARY FORM

MEETING DATE: January 6, 2026

ITEM TITLE: Public Hearing-ZTA-25-06

ITEM SUMMARY:

The Applicant is proposing to amend Town Code Section 36-97 to increase the Town's current height limit for fences for community recreational facilities in all zoning districts. Town Code Section 36-57 defines "community recreational facilities" as recreational facilities owned and operated by not-for-profit entities which are constructed for, open to, and available for use by members, property owners, and their guests. If adopted, the proposed amendment would establish a new maximum height of ten feet for fences for community recreational facilities in all zoning districts, and that they must be constructed utilizing see-through chain-link fabrication. The SSCA currently owns and operates nine community recreational facilities within the Town.

STAFF RECOMMENDATION:

Town Staff has determined that the proposed amendment is consistent with the Town's currently adopted Comprehensive Land Use Plan and Town Staff recommends approval of the application. The Town Planning Board unanimously (5-0) recommended approval of the application at the December 15, 2025 Planning Board meeting.

REQUESTED ACTION:

Motion to adopt ZTA-25-06.

STAFF REPORT

To: Southern Shores Town Council
Date: January 6, 2026
Case: ZTA-25-06
Prepared By: Wes Haskett, Deputy Town Manager/Planning Director

GENERAL INFORMATION

Applicant: Southern Shores Civic Association, Inc.
5377 N. Virginia Dare Trl.
Southern Shores, NC 27949

Requested Action: Amendment of Town Code by amending Town Code Section 36-97 to amend the Town's current height limit fences for community recreational facilities in all zoning districts

ANALYSIS

The Applicant is proposing to amend Town Code Section 36-97 to increase the Town's current height limit for fences for community recreational facilities in all zoning districts. Town Code Section 36-57 defines "community recreational facilities" as recreational facilities owned and operated by not-for-profit entities which are constructed for, open to, and available for use by members, property owners, and their guests. If adopted, the proposed amendment would establish a new maximum height of ten feet for fences for community recreational facilities in all zoning districts, and that they must be constructed utilizing see-through chain-link fabrication. The SSCA currently owns and operates nine community recreational facilities within the Town.

The Town's current Comprehensive Land Use Plan contains the following Policies that are applicable to the proposed ZTA:

- ICC 7: Support the protection, maintenance and preservation of existing parks and open spaces.
- ICC 7.1: Maintain a dialogue with and support civic associations and other property owners associations regarding their open space and recreational facilities.

RECOMMENDATION

Town Staff has determined that the proposed amendment is consistent with the Town's currently adopted Comprehensive Land Use Plan and Town Staff recommends approval of the application. The Town Planning Board unanimously (5-0) recommended approval of the application at the December 15, 2025 Planning Board meeting.

Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949
Phone 252-261-2394 / Fax 252-255-0876
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PLANNING BOARD
GENERAL APPLICATION FORM
TOWN OF SOUTHERN SHORES, NC 27949

Date: 11/6/2025 Filing Fee: $200 Receipt No. 1071 Application No. ZTA-25-06

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 Southern Shores Civic Association, Inc.
Address: 5733 Virginia Dare Trail
Southern Shores, NC 27949
Phone (252) 261-8617 Email ssca@obxbeach.net

Applicant's Representative (if any)
Name Jeff Johnson, President
Agent, Contractor, Other (Circle one)
Address 23 Duck Woods Drive
Southern Shores, NC 27949
Phone (919) 414-0593 Email president@sscaobx.org
jjohnson@wyrick.com

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

Address: N/A Zoning district N/A

Section N/A Block N/A Lot N/A Lot size (sq.ft.) N/A

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

Signature Jeff Johnson, SSCA President

Date 11-6-25

*** Attach supporting documentation including proposed language in ZTA ordinance format**

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-25-06
December-15-2025
Ordinance 2025-XX-XX

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

ARTICLE I. Purpose(s) and Authority.

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

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

WHEREAS, the Southern Shores Civic Association, a North Carolina non-profit corporation owns and maintains within the Town of Southern Shores certain community recreational facilities open to and available for use by members, property owners and their guests;

WHEREAS, such community recreational facilities serve a public purpose and advance the public health, safety and general welfare;

WHEREAS, in connection with the maintenance and management of certain community recreational facilities it is necessary to construct fencing up to ten feet high to help prevent vandalism and unauthorized entry by climbing over, to enhance public safety and to support applicable recreational activities;

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

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

Policy: ICC 7: Support the protection, maintenance and preservation of existing parks

and open spaces.

Policy: ICC 7.1: Maintain a dialogue with and support civic associations and other property owners associations regarding their open space and recreational facilities.

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 **Sec. 36-97--Walls and Fences.** be amended as follows:

Sec. 36-97—Walls and Fences

> The setback requirements of these regulations shall not prohibit any necessary retaining wall or prohibit any wall or fence. However, within or abutting any residential district, no wall or fence shall exceed six feet in height and within any commercial or industrial district no fence shall exceed ten feet in height. For wireless telecommunications sites, no wall or fence shall exceed ten feet in height. For community recreational facilities, no fence shall exceed ten feet in height. Said fence shall be constructed utilizing see-through chain-link fabrication.

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 _____, 2026.

_____
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