



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

WEDNESDAY, NOVEMBER 4, 2020

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

1. Opening

- A. Call Meeting to Order
- B. Pledge of Allegiance
- C. Moment of Silence
- D. Amendments to / Approval of Agenda
- E. Consent Agenda
 - o Council Meeting Minutes – October 6, 2020 **EMAILED**
 - o Budget Amendments **TAB 1**
 - o #13-Cemetery Maintenance
 - o #14- Additional Police Officer
 - o #15-Town Website Upgrade
 - o #16-Establish Beach Fund in Capital Reserve Fund

2. Staff Reports

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

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

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

4. Old Business

- A. Beach Nourishment **TAB 2**
 - o Resolution 2020-11-01-Resolution Declaring the Intent of The Town of Southern Shores to Reimburse Itself for Capital Expenditures Incurred in Connection with A Beach Nourishment Project from The Proceeds of Tax-Exempt Obligation.
- B. Amendment to the Unassigned Fund Balance Policy **TAB 3**

5. New Business

- A. Dare County Tourism Board Appointment/Reappointment **TAB 4**
- B. Planning Board Appointment **TAB 5**

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

7. Other Business

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

8. Adjourn



Agenda Item Summary Sheet

Date: November 4, 2020

Item #: 1E

Item Title: Budget Amendments

Item Summary: Listed below is an explanation for each of the requested budget amendments:

#13-Cemetery Maintenance – Public Works staff has requested an expenditure from the Town Cemetery fund which has approximately \$58,000 for cemetery maintenance. The request is for \$8,000 which would replace the stone in the existing driveway, repair markers and grind tree stumps.

#14- Additional Police Officer – previously the Council had considered funding an additional Police Officer but delayed the decision due to concerns of lost revenue from the impacts of the Coronavirus. At its October 20, 2020 workshop, the Council approved hiring the position at this time. The requested budget amendment would cover the expense of hiring a Police Officer for the remaining fiscal year.

#15-Town Website Upgrade – Also at the October 20, 200 workshop, Town Council approved funding for upgrades to the town website. Among other things, these improvements will:

- Redesign and modernize the website.
- Reorganize website content and pages into the new navigation system.
- Modernize website special features & components.
- Relocate the website search feature to make it easier to see and use.
- Update the site structure for search optimization.
- Upgrade the website server to enhance performance and security.

The full proposal is attached.

#16-Establish Beach Fund in Capital Reserve Fund – approval will transfer \$250,000 from the General Fund to the Capital Reserve Fund to establish a line item for beach nourishment related expenses.

Staff Recommendation: Staff recommends approval of each of the budget amendments.

Requested Action: A motion to approve the consent agenda will include the approval of the budget amendments. However, the Council can remove any or all the budget amendments for further discussion or clarification.

Attachments:

- #13-Cemetery Maintenance
- #14- Additional Police Officer
- #15-Town Website Upgrade
- #16-Establish Beach Fund in Capital Reserve Fund
- Outer Banks Internet - Premium Wordpress Website Proposal
- Resolution establishing the Capital Reserve Fund & amendment

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

Cemetery Fund			Decreases		
Increases					
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
40-39909	<u>Revenues</u> Cemetery Fund UFB	\$ 8,000			
06-50908	<u>Expenditures</u> Beautification	\$ 8,000			

Explanation: This money will go towards adding stone to the paths in the cemetery, grinding of a stump and minor maintenance issues.

Recommended By:

Cliff Ogburn, Town Manager

Approved By:

Tom Bennett, Mayor

Date

**Town of Southern Shores
Budget Amendment Number # 14**

Police

Increases

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	<u>Revenues</u>				
40-39909	Unassigned Fund Balance	\$43,521			
	<u>Expenditures</u>				
51-50010	Police Salaries	\$ 26,489			
51-50050	FICA	\$ 2,027			
51-50060	Insurance	\$ 4,266			
51-50070	Retirement	\$ 4,239			
51-50151	Equipment Purchase	\$6,500			

Explanation: Additional Officer expense for 6 months left in FY 20-21.

Recommended By:

Cliff Ogburn, Town Manager

Approved By:

Tom Bennett, Mayor

Date

**Town of Southern Shores
Budget Amendment Number # 15**

**Administration
Increases**

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	<u>Revenues</u>				
40-39909	Unassigned Fund Balance	\$5,800			
	<u>Expenditures</u>				
42-50124	Computer Services	\$5,800			

Explanation: To make upgrades to the Town website

Recommended By:

Cliff Ogburn, Town Manager

Approved By:

Tom Bennett, Mayor

Date

**Town of Southern Shores
Budget Amendment Number # 16**

**Fire Services
Increases**

**Streets
Decreases**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
40-39909	Revenues Unassigned Fund Balance	\$250,000			
42-59998	Expenditures Transfer out to CRF	\$250,000			

Explanation: Establish Beach Fund in Capital Reserve Fund

Recommended By:

Cliff Ogburn, Town Manager

Approved By:

Tom Bennett, Mayor

Date

Cover

Oct. 29, 2020



Premium Wordpress Website Proposal

Prepared for:

Cliff Ogburn
252-261-2394
cogburn@southernshores-nc.gov

Town of Southern Shores
P.O. Box 2514
Southern Shores NC 27949

By:

Chris Hess
Outer Banks Internet, Inc.

Contact:

252.441.6698
sales@obinet.com
<http://www.outerbanksinternet.com>

Goals & Objectives

This proposal describes the objectives, pricing, and initial specifications for the website modernization project.

Website Modernization Objectives

Redesign and modernize your existing website using the latest WordPress website software, a new responsive (mobile friendly) framework, modern design enhancements, and an updated navigation system. Your website will also be faster, more secure, and updated with the latest Search Engine software. Traffic Analytics and search optimized page content updates will be made during the upgrade. The modernized website will offer an enhanced experience for visitors on mobile devices, desktop systems, and website administrators when updating content. As always, your new website software will come with our training services and OBI's comprehensive support services.

Fee Summary

Website Upgrade & Modernization

Services

Website Upgrade & Modernization

\$4,640.00

- Replace the website software with the latest version of WordPress CMS software.
- Replace the website theme software.
- Redesign and modernize the website.
- Replace website navigation with a modern and easy to use multi-level system.
- Reorganize website content and pages into the new navigation system.
- Modernize website special features & components.
- Relocate the website search feature to make it easier to see and use.
- Update the site structure for search optimization.
- Assist in updating site content and rework for SEO effectiveness as needed.
- Upgrade the website server to enhance performance and security.
- Connect Content Delivery Network (CDN) for overall better file delivery performance.
- Provide training, assistance, and support for new theme software and modules.
- Set up website editor permissions for additional TOSS employees.

optional ADA Compliance Software:

\$320.00

OBI will complete an analysis of the different ADA Compliance plugin options and make a final recommendation on the plugin and service option that best suits the TOSS website needs. Some plugins are free and others require a purchase/license and an annual renewal fee. Prices typically range from Free, to \$165 - \$500 per year. The fee depends on the level of compliance you want to achieve and if regular site scans are requested. For this module, OBI has budgeted up to 4 hours for the analysis, installation, and configuration.

* Price does not include the initial software purchase or annual renewal.

optional File Management Software

\$240.00

OBI will install, configure, and train the TOSS on a file management system. This software will significantly help with the organization, addition, and removal of files on the website to prevent outdated information from being accessed. OBI will also recommend a file naming convention that included a date in each file uploaded. Once installed, the TOSS will need to organize the existing files in the new software. This software requires an annual renewal fee of \$39.00/yr.

* Price includes the initial software purchase, but not the annual renewal.

Subscriptions

Small Business WordPress Plan - Monthly Service Fees

\$96.00 / Month

Your service fees include the following:

- Free Help Desk Support by Phone, Email, Ticketing System (2hrs / year)
- Special Plugin and Module Support
- Premium managed WordPress hosting with Firewall security services (10 GB Storage)
- Secure https URLs via SSL Encryption
- WordPress software and plugin updates (2hrs / year). Typically allows all WordPress software updates, and up to two plug-in and theme updates per year.

*Important: WordPress, plugin, and theme developers may issue updates that require a more hands-on upgrade process resulting in additional one-time production services. You will be alerted in advance of any update exceeding \$80 (1hr).

optional ADA Compliance Software/Service

\$165.00 / Year

Although this basic level of service is free, we are recommending a budget of at least \$165 per year for a higher level of ADA compliance software and service. Vendor software pricing is subject to change.

optional File Management Software

\$39.00 / Year

Annual renewal and upgrades. Vendor software pricing is subject to change.

optional Website Content Update Service

\$640.00 / Year

OBI will provide you with up to 8 hours of website content updates and assistance per year. This includes; text changes, photo updates, page creation, site administration, and most other website content related updates. Can also be used to set up quarterly website reviews with TOSS staff.

Total cost: **\$5,200.00**
 + \$844.00 / Year
 + \$96.00 / Month

* Deposit of 50% of Total Cost is necessary to begin production *

Terms of Service

OUTER BANKS INTERNET, INC. SERVICES AGREEMENT

THIS AGREEMENT, including the Proposal designated in paragraph 1a. below and attached hereto (herein after referred to as this "Agreement") is by and between OUTER BANKS INTERNET, INC. (hereinafter "OBI"), and Town of Southern Shores by Cliff Ogburn on behalf of Town of Southern Shores (hereinafter "CLIENT").

1. SERVICES.

a. OBI hereby agrees to provide one or more of the following Services for CLIENT (hereinafter "CLIENT's Website Services") on the Internet/World Wide Web as is specified and outlined in the Website Proposal dated: Oct. 29, 2020. Services may include; programming, design, marketing, linking, hosting, e-mail, domain registration, DNS service and consulting.

The Website Proposal is/are hereby incorporated into this Agreement by reference.

b. OBI agrees to provide all services outlined in this Agreement under criteria specified therein. If, however, CLIENT changes any of the specified criteria during the project which requires additional services, OBI may, at its sole discretion, charge an additional fee for such services.

c. Additional services will include, but are not limited to, changes in the extent of the work, changes in the schedule, changes in the complexity of any elements of the project, and any changes made after CLIENT approval has been given for a specific stage of the project, including concepts, design, features, composition, production and any increases in web server load, requirements, or increases in storage and data transfers beyond agreed limits.

2. CLIENT APPROVALS.

CLIENT will review, proofread, test and approve all updates, changes and content when requested by OBI, to ensure accuracy.

3. SCHEDULES/OVERTIME/RUSH WORK.

OBI reserves the right to adjust the schedule and or charge additional fees in the event CLIENT fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payment and for changes or additions to the services outlined in this Agreement.

4. CLIENT'S RESPONSIBILITIES.

CLIENT shall (1) provide all information and/or materials required for the Website in the time, form and manner indicated in this Agreement; (2) bear the cost of, and be solely responsible for the accuracy and completeness of all information and/or materials provided by CLIENT to OBI; (3) comply with all laws, rules and regulations applying to all information and/or materials incorporated in CLIENT's Website including, but not limited to, those pertaining to advertising and unfair and deceptive trade practices; (4) promptly provide OBI with all information necessary to correct any errors in CLIENT's Website.

5. RIGHTS GRANTED TO OBI.

CLIENT hereby grants OBI a non-exclusive right to incorporate into CLIENT's Website all information and/or material provided to OBI by CLIENT. OBI may incorporate such material and/or information into the Website whether such Website be contained on disk or any other media whether now known or hereinafter invented throughout the world by any and all means, methods, processes, whether now known or hereinafter invented. CLIENT hereby grants OBI the non-exclusive right and license to use CLIENT's trade names and CLIENT's trademarks and/or service marks in CLIENT's Website. As used herein, "CLIENT's trade names, trademarks or service marks" shall include all trade names, trademarks and services marks licensed to CLIENT by third parties.

6. RIGHTS GRANTED TO CLIENT.

a. OBI hereby grants CLIENT the exclusive right to distribute CLIENT Website on the Internet/World Wide Web so long as CLIENT posts said Website in accordance with this Agreement. CLIENT shall not have the right or authority to copy, or grant a third party the right to copy, CLIENT Website or any part thereof. Except as provided in

subparagraph "b" of this paragraph, any use or distribution of CLIENT Website in whole or in part not in accordance with this Agreement shall be deemed a material breach of this Agreement. OBI also grants CLIENT the non-exclusive right to distribute the Website bearing OBI's OUTER BANKS INTERNET, INC.™ and OUTER BANKS INTERNET + DESIGN trademarks.

b. In the event OBI shall cease to do business during the Initial Term of this Agreement or any Renewal Term, OBI hereby grants CLIENT an exclusive license to distribute CLIENT Website on the Internet/World Wide Web through a third party Service Provider for the remainder of any Initial Term or Renewal Term of this Agreement; provided, however, that CLIENT shall remove OBI's OUTER BANKS INTERNET, INC.™ and OUTER BANKS INTERNET + DESIGN marks from CLIENT's Website distributed in accordance with this paragraph. Notwithstanding the license granted CLIENT under this subparagraph b, CLIENT shall not have the right or authority to copy, or grant a third party the right to copy, CLIENT Website or any part thereof.

7. OWNERSHIP / LICENSE.

a. Subject to the rights granted to OBI under this Agreement, CLIENT shall retain whatever rights CLIENT may hold in any content or existing website files or data provided by CLIENT and incorporated into the CLIENT Website.

b. Subject to the rights retained by CLIENT under this Agreement, OBI shall own all copyright in and to CLIENT Website including, but not limited to, all web server software and scripts, source code and object code used in CLIENT Website for a period of one (1) year, the "Initial Term". After the "Initial Term" and payment in full as outlined in the Website Proposal, CLIENT shall inherit rights to such files, with the exception of original production files, OBI's software & scripts, software OBI may be licensing from a third party vender, or any Open Source software and scripts.

c. OBI shall own all right, title and interest in and to the OUTER BANKS INTERNET, INC.™ and OUTER BANKS INTERNET + DESIGN trademarks. CLIENT hereby expressly agrees that any and all goodwill associated with these marks shall inure to the benefit of OBI.

8. MARKING.

All completed and posted pages on CLIENT's Website and any reproduction of the pages/designs contained in CLIENT Website shall contain the following notices, or a variation of markings as agreed by both parties:

a. COPYRIGHT MARKING.

© [Year completed] CLIENT | Website by Outer Banks Internet, Inc.

b. TRADEMARK MARKING.

OUTER BANKS INTERNET, INC.™ and the OUTER BANKS INTERNET LOGO are trademarks of Outer Banks Internet, Inc.

9. FEES & PAYMENT.

Upon execution of this Agreement, CLIENT shall make all payment installments as set forth in this Agreement. If payment is not made within thirty (30) days of the due date, CLIENT agrees to pay interest on all unpaid amounts at the rate of five percent (5%) per month. Payments that are reversed or blocked by the Client or their financial institution are subject to a \$25.00 fee per payment. OBI may suspend its performance under this Agreement without prior notice, at any time that payments for undisputed charges are late (including charges placed into dispute only after the time for payment of them is due), and OBI shall have no liability related to such suspension.

10. NOTICES.

Any notice or other communication required hereunder shall be deemed sufficiently given by one party to the other, if in writing, and if and when delivered or tendered either in person, or one (1) business day after sending said notice via e-mail, if receipt of e-mail is acknowledged, or fax or depositing said notice in the United States mail in a sealed envelope, registered or certified, with postage and postal charges prepaid, addressed:

To: OUTER BANKS INTERNET, INC.
Attn: Chris Hess, Tricia Honeycut
P.O. Box 2560, Kill Devil Hills, NC 27948

E-mail: chris@obinet.com, tricia@obinet.com

To: "CLIENT" address as provided in the attached Website Proposal

11. TERM AND TERMINATION.

This Agreement's term shall begin on the Effective Date and shall end 12 months later (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew under the terms and conditions set forth hereunder for subsequent one (1) month terms (the "Renewal Term") unless terminated by either OBI or CLIENT in accordance with this paragraph. In the event of termination of this Agreement during the Initial Term, a termination fee shall be paid by CLIENT. The termination fee will include full payment for all work completed as outlined, hosting and other related services (Subscriptions) stated in the Website Proposal. Any payments that have been received by OBI will be credited against any amounts due under this provision. OBI may suspend or terminate this Agreement without notice for breach of either the paragraph entitled "Ownership" or "Client's Representations and Warranties" or "Restrictions." OBI may terminate this Agreement upon its material breach by CLIENT if the matter is not corrected within ten (10) days of notice of OBI's intent to cancel if not cured. Each party must state their desire to terminate this Agreement in writing at least thirty (30) days in advance of the end of any Term or any Renewal Term.

12. CLIENT'S REPRESENTATIONS AND WARRANTIES.

CLIENT warrants it owns all right, title and interest in and to, or has full and sufficient right and authority to, use any and all materials furnished by CLIENT to OBI for inclusion in the Website designed for CLIENT. CLIENT further warrants it has not granted to any other person or entities rights that would conflict with the CLIENT's performance or obligations under this Agreement.

13. RESTRICTIONS.

OBI reserves the right to restrict designs and information that OBI, in its sole and absolute discretion, deems harmful to the general public or OBI.

14. CONTINUITY OF SERVICE.

OBI may take the Web Servers off the Internet for repairs, upgrades or routine maintenance. OBI will make a good faith effort to minimize the impact of such operations.

15. NO WARRANTY BY OBI.

OBI MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO RECEIVED OR FORWARDED E-MAIL, CLIENT'S WEBSITE CONTENT FORMATTED BY OBI FOR INTERNET/WORLD WIDE WEB DISTRIBUTION, OR OTHER MATTER PRODUCED OR PROVIDED UNDER THIS AGREEMENT. OBI EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE QUALITY OR CONTINUITY OF THIRD PARTY TELECOMMUNICATION OR INFORMATION SYSTEMS OR SERVICES, INCLUDING WITHOUT LIMITATION TO THE INTERNET OR THE WORLD WIDE WEB. OBI shall have no obligation with respect to the interruption of OBI's operation due to computer or electronic transmission failures except to restore service as soon as reasonably practical if OBI's equipment is responsible for the failure of service.

16. LIMITATION OF LIABILITY.

CLIENT agrees that regardless of the form of any claim, CLIENT'S SOLE REMEDY AND OBI'S SOLE OBLIGATION WITH RESPECT TO ANY CLAIMS MADE OR RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY THIS AGREEMENT, AND IN ALL CASES CLIENT'S REMEDIES

SHALL BE LIMITED SPECIFICALLY TO REIMBURSEMENT OF PAYMENTS MADE FOR THE SERVICES RENDERED UNDER THIS AGREEMENT. IN NO EVENT SHALL OBI OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PERFORMANCE OF THIS AGREEMENT ON BEHALF OF OBI, INCLUDING ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS, BE LIABLE FOR ANY OF THE FOLLOWING: (A) DAMAGES RESULTING FROM A THIRD PARTY UNLAWFULLY ENTERING THE OBI WEB SERVER OR ON-LINE SYSTEM AND ACCESSING, ALTERING, OR DESTROYING DATA; (B) DAMAGES RESULTING FROM THE INACCURACY OF CLIENT'S WEBSITE OR OF MATERIAL PROVIDED BY CLIENT; (C) CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF OBI HAS BEEN APPRISED ON THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION DAMAGES FROM LOSS OF PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF DATA, LOSSES CAUSED BY DELAY, LOSSES CAUSED BY THE FAILURE OF OBI'S COMPUTERS OR THOSE OF THIRD PARTIES THROUGH WHOM OBI IS OFFERING SERVICE, OR LOSSES FROM INTERRUPTION, TERMINATION OR FAILED OPERATION OF THE INTERNET/WORLD WIDE WEB OR THIRD PARTY TELECOMMUNICATION SERVICES.

17. INDEMNITY.

CLIENT agrees that it will indemnify and hold OBI and its employees, representatives and agents harmless from any demand, claim, loss, liability or damage, including reasonable attorneys' fees, whether in tort, contract or otherwise, that it or any of them may incur by reason of or arising out of any claim which is made by a third party with respect to any information or materials included in CLIENT's Website in breach of CLIENT's Representations and Warranties provided above.

18. EXECUTION OF AGREEMENT.

This Agreement may be executed in counterparts. The signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the entity for whom they have signed.

19. ENTIRE AGREEMENT.

This Agreement and the Exhibit(s) attached hereto contain the entire and only agreement between the parties relating to the subject matter hereof, and any oral statements or representations or prior written material not herein contained shall have no force or effect.

20. WAIVER.

Failure of either party at any time to require performance by the other party of any provision hereof shall not effect in any way the full right to require such performance at any time in the future. The waiver of a breach of any provision in this Agreement shall not be construed or held to be a waiver of the provision itself or any other breach thereof.

21. INTERPRETATION.

a. This Agreement shall be construed without regard to the party or parties responsible for the preparation of the same and shall be deemed as prepared jointly by the parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any party hereto.

b. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement or application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

22. ASSIGNMENT.

This Agreement may not be assigned by CLIENT without OBI's prior written consent and no amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of the parties hereto.

23. GOVERNING LAW.

The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of North Carolina.

24. SURVIVAL.

Paragraph numbers 5, 6, 7, 8, 15, 16, 17, 20, 21 and 23 shall survive the expiration, termination, breach or alleged breach of this Agreement.

25. EFFECTIVE DATE.

The effective date of this Agreement shall be: Oct. 29, 2020

Signed by:

Town of Southern Shores

Date



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

Resolution 2007-03-01

RESOLUTION ESTABLISHMENT OF THE CAPITAL RESERVE FUND

WHEREAS, there is a need in the Town of Southern Shores, NC to maintain and improve Town streets, buildings and storm water management systems; and

WHEREAS, the Town must bear the costs of the above mentioned improvements and accumulate revenues for the purpose of maintaining and improving Town streets, buildings and storm water management systems.

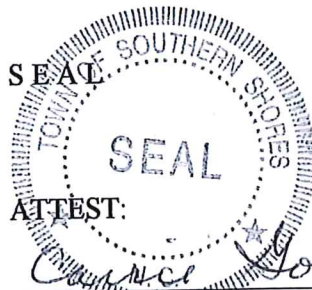
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD THAT:

Section 1. The Town Council hereby creates a Capital Reserve Fund for the purpose of accumulating revenues for Capital projects which include maintenance and improvements to Town streets, buildings and storm water management systems.

Section 2. The fund will remain operational for a period not to exceed five years (beginning July 1, 2007 and ending June 30, 2012).

Section 3. This resolution shall become effective upon its adoption.

Adopted this 6th day of March 2007.



ATTEST:

Carrie Gordin
Carrie Gordin, Town Clerk

Don Smith
Don Smith, Mayor

Attachment B

Excerpt-Ordinance Number 2012-06-01:

SECTION IV, AMENDMENT TO CAPITAL RESERVE FUND RESOLUTION

Resolution 2007-03-01 adopted March 6, 2007 creating a Capital Reserve Fund pursuant to North Carolina General Statutes §159-18, et. seq., is hereby amended to (1) restate its purpose in Section 1. as: "The Town Council hereby creates a Capital Reserve Fund for the purpose of accumulating revenues by direct appropriation from the General Fund and using such moneys accumulated or to be accumulated in amounts to be determined for future capital outlay purposes of acquiring, construction, maintaining and /or improving (i) Town right-of-ways and streets, (ii) bridges, (iii) buildings and other structures, (iv) developed or undeveloped properties, (v) storm water management systems, (vi) canals and bulkheads, and (vii) (sic) beaches; and (2) restate the approximate duration period of the Capital Reserve Fund in Section 2. as: "The fund will remain operational for a period not to exceed ten years (beginning July 1, 2012 and ending June 30, 2022), and unless terminated sooner, shall automatically renew for each succeeding year following June 30, 2022 until terminated by Town Council."

Adopted June 19, 2012
Southern Shores Town Council



Agenda Item Summary Sheet

Date: November 4, 2020

Item #: 4A

Item Title: Beach Nourishment Reimbursement Resolution

Resolution 2020-11-01 Declaring the Intent of The Town of Southern Shores to Reimburse Itself for Capital Expenditures Incurred in Connection with A Beach Nourishment Project from The Proceeds of Tax-Exempt Obligation.

Item Summary: The Town is permitted to reimburse the general fund for costs associated with planning for the beach nourishment project from the funds borrowed to pay for construction. The Federal Tax Code permits the Town to reach back 60 days for hard costs, which none have been spent to date. However, we can reach back as far as necessary to capture "preliminary expenditures", i.e. soft costs. The costs associated with the project are estimated to be:

Project Costs

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

To date funds have been either spent or encumbered for-

Permitting/Design	\$435,000
Soft/monitoring	
Legal	\$32,000
Financial planning	\$70,000

These costs will be captured through reimbursement with Council approval of the attached reimbursement resolution. Other costs from this point forward will also be reimbursable.

Staff Recommendation: Staff recommends that the Town Council approve the attached resolution so as to ensure that all costs associated with the planned 2022 Beach Nourishment project are accounted for and paid by the funds borrowed for the project.

Requested Action: A motion to approve the attached Resolution 2020-11-01 Declaring the Intent of The Town of Southern Shores to Reimburse Itself for Capital Expenditures Incurred in Connection with A Beach Nourishment Project from The Proceeds of Tax-Exempt Obligation.

Attachments: Resolution 2022-11-01



Town of Southern Shores

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

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RESOLUTION DECLARING THE INTENT OF THE TOWN OF SOUTHERN SHORES TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH A BEACH NOURISHMENT PROJECT FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATION

WHEREAS, the Town Council of the Town of Southern Shores, North Carolina (the "Town") hereby finds and determines that it is in the best interests of the Town to complete a beach nourishment project (the "Project");

WHEREAS, the Town reasonably expects to finance all or a portion of the costs of the Project and reasonably expects to cause to be executed and delivered tax-exempt obligations (the "Obligations") to finance, or to reimburse itself for, all or a portion of the costs of the Project;

WHEREAS, the Town desires to proceed with the Project and will incur capital expenditures (the "Capital Expenditures") in connection therewith before the issuance of the Obligations; and

WHEREAS, the Town has advanced and will advance moneys from funds currently on hand to pay for the Capital Expenditures and the Town intends, and reasonably expects, to reimburse itself for the Capital Expenditures from a portion of the proceeds of the Obligations to be issued by the Town;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town as follows:

Section 1. **Official Declaration of Intent.** The Town presently intends, and reasonably expects, to reimburse itself for the Capital Expenditures incurred and paid by the Town on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The Town reasonably expects to cause the issuance of the Obligation to finance all or a portion of the costs of the Project. The maximum principal amount that the Town expects to reimburse itself from the proceeds of the Obligations for the costs of the Project is \$10,000,000.

Section 2. **Compliance with Regulations.** This Resolution is a declaration of official intent of the Town under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the Town's intent to reimburse itself for the Capital Expenditures from proceeds of the Obligation.

Section 3. **Itemization of Capital Expenditures.** The Finance Director of the Town or her designee, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the Town in determining and itemizing all of the Capital Expenditures incurred and paid by the Town in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligation.

Section 4. *Effective Date.* This Resolution shall become effective immediately upon the date of its adoption.

STATE OF NORTH CAROLINA

COUNTY OF DARE

I, Sheila Kane, Town Clerk of the Town of Southern Shores, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **“RESOLUTION DECLARING THE INTENT OF THE TOWN OF SOUTHERN SHORES TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH A BEACH NOURISHMENT PROJECT FROM THE PROCEEDS OF TAX EXEMPT OBLIGATION”** adopted by the Town Council of the Town of Southern Shores, North Carolina at a regular meeting held on the 4th day of November, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town, this the ____ day of _____, 2020.

(SEAL)

Town Clerk
Town of Southern Shores, North Carolina



Agenda Item Summary Sheet

Date: November 4, 2020

Item #: 4B

Item Title: Amendment to the Unreserved Fund Balance Policy

Item Summary: At its October 20, 2020 Workshop, the Town Council directed staff to bring back to its November 4, 2020 regular meeting and amendment to the Unreserved Fund Policy to do two things:

- 1- Increase the minimum unassigned fund balance from \$1.75 million to \$3 million dollars, and
- 2- Include language to make clear that the primary use of these funds is for emergency purposes.

The attached amended policy attempts to do both.

Also, Resolution 2012-03-01 adopted March 6, 2012 which established the initial unreserved fund balance policy is attached.

Staff Recommendation: Staff recommends that the Town Council adopt the attached amended fund balance policy. Doing so should present a commitment on the Town's behalf to continue its strong financial position and conservative approach to managing its revenue and expenditures while allowing the Town Council to exercise its discretion in prioritizing its spending above the minimum amount. A \$3 million dollar minimum is generally 50 percent of the Town's annual operating budget which will help ensure the town is prepared to handle the inevitable emergency circumstance.

Requested Action: A motion to amend the Fund Balance Policy as presented. Alternatively, staff welcomes the Town Council's input and suggestions on editing the draft policy to better capture their intent.

Attachments:

Resolution 2012-03-01 Adopted March 6, 2012 – Resolution of the Town Council of the Town of Southern Shores, North Carolina, Establishing Policy Related to the Unreserved Fund Balance.

Draft amended Fund Balance Policy



Town of Southern Shores

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

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

www.southernshores-nc.gov

Resolution 2012-03-01

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHERN SHORES, NORTH CAROLINA, ESTABLISHING POLICY RELATED TO THE UNRESERVED FUND BALANCE

WHEREAS, in order to maintain fiscal responsibility under the Local Government Budget and Fiscal Control Act, the North Carolina Local Government Commission recommends that municipalities maintain a minimum unreserved fund balance of eight percent (8%) of budgeted operating expenditures; and

WHEREAS, an unreserved fund balance is defined as revenue that has not been designated or obligated for any specific purpose and, therefore, can be used for any purpose deemed appropriate by the Town Council; and

WHEREAS, an unreserved fund balance is necessary to ensure that there are sufficient revenues available to meet unanticipated expenses or interruptions or losses of revenues; and

WHEREAS, there are many factors that are used to establish the ideal level of unreserved fund balance to be maintained, including the predictability of revenues and the volatility of expenditures; and

WHEREAS, as a coastal community that is susceptible to extreme weather conditions that can negatively impact revenues and cause significant increases in expenditures, an unreserved fund balance much higher than the minimum eight percent (8%) of budgeted operating expenditures recommended by the North Carolina Local Government Commission is advisable; and

WHEREAS, an unreserved fund balance may be aimed towards a general purpose such as emergency management but still may be used for any purpose deemed appropriate by the Town Council; and

WHEREAS, such unreserved fund balance for emergency management purpose should allow the Town to respond to emergencies, plus continue basic operations for six months until federal or state assistance may become available; and

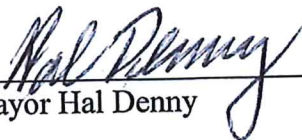
WHEREAS, the Town's original budgeted operating expenses for fiscal year 2011-2012 was \$4,874,150.00; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council shall endeavor to establish, maintain, and grow the Town's unreserved fund balance but in no circumstance shall it be allowed to decrease to an amount less than 1.75 million dollars unless it is to be used for an unforeseen emergency only.

BE IT FURTHER RESOLVED that the Town Council shall have broad authority to transfer revenue from the unreserved fund balance through a budget amendment approved by the majority of the members of Town Council; however, in general, revenue shall only be transferred from the unreserved fund balance to avoid cash flow interruptions, provide revenue for emergency expenditures and to temporarily replace lost revenues, to provide revenue for unanticipated capital expenditures, and to mitigate against the volatility of the Town's tax base; and

BE IT FURTHER RESOLVED that the Town Council annually review this policy.

Adopted this 6th day of March 2012.



Mayor Hal Denny

ATTEST:



Carrie Gordin, Town Clerk





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

Adopted March 6, 2012

Amended November 4, 2020

POLICY RELATED TO THE UNRESERVED FUND BALANCE

An unreserved fund balance is defined as revenue that has not been designated or obligated for any specific purpose and, therefore, can be used for any purpose deemed appropriate by the Town Council. An unreserved fund balance is necessary to ensure that there are sufficient revenues available to meet unanticipated expenses or interruptions or losses of revenues.

In order to maintain fiscal responsibility under the Local Government Budget and Fiscal Control Act, the North Carolina Local Government Commission recommends that municipalities maintain a minimum unreserved fund balance of eight percent (8%) of budgeted operating expenditures. However, as a coastal community that is susceptible to extreme weather conditions that can negatively impact revenues and cause significant increases in expenditures, an unreserved fund balance much higher than the minimum eight percent (8%) of budgeted operating expenditures is advisable. Such unreserved fund balance for emergency management purpose should allow the Town to respond to emergencies, plus continue basic operations for six months until federal or state assistance may become available.

The Town Council shall endeavor to establish, maintain, and grow the Town's unreserved fund balance but in no circumstance shall it be allowed to decrease to an amount less than ~~1.75~~ **3** million dollars unless it is to be used for an unforeseen emergency only.

The Town Council shall have broad authority to transfer revenue from the unreserved fund balance through a budget amendment approved by the majority of the members of Town Council; however, in general, revenue shall only be transferred from the unreserved fund balance to avoid cash flow interruptions, **generate interest income**, ~~provide revenue for emergency expenditures~~ **guard against the effects of an economic downturn, guard against the effects of natural or other disasters**, and to temporarily replace lost revenues, to provide revenue for unanticipated capital expenditures, and to mitigate against the volatility of the Town's tax base.



Agenda Item Summary Sheet

Date: 11/4/2020

Item #: 5A

Item Title: Dare County Tourism Board Appointment/Reappointment

Item Summary: Councilman Leo Holland, Southern Shores member to the Tourism Board, will have his term expire on January 2021.

Staff Recommendation: In January 2020 the Dare County Board approved appointment for Councilman Leo Holland to complete Councilman Christopher Nason's term through January 2021. Councilman Holland fulfilled Mr. Nason's remaining term (one year) and is eligible for reappointment, to serve a full term or Council can nominate another member.

Requested Action: Please provide Southern Shores' first/second and third choice for filling this vacancy. The clerk currently has Councilman Holland, Connors and Mayor pro tem Morey's previous applications on file.

Attachments: A blank application is enclosed in case you have someone else to nominate.

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to cheryl.anby@darenc.com

Advisory Board or Committee interested in:

1st choice _____

2nd choice _____

3rd choice _____

Name _____

Address _____

City/State/Zip _____

Email Address _____

Telephone Home: _____

Business: _____

Resident of Dare County: ___ yes ___ no

Occupation: _____

Business Address: _____

Educational background:

Business and civic experience and skills:

Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: _____ Signature of applicant: _____

FOR OFFICE USE ONLY:

Date received: _____



Agenda Item Summary Sheet

Date: 11-04-2020

Item #: 5B

Item Title: Planning Board Appointment

Item Summary: At the August 18, 2020 Town Council meeting, Council appointed then Alternate Member 1 Lynda Burek to fill the vacant Regular Member position on the Town Planning Board created by the resignation of Don Sowder. Council also appointed then Alternate Member 2 Robert McClendon to the Alternate Member 1 position which left the Alternate Member 2 position vacant. On October 10, 2020, Town Staff received an application from Janis Collins to serve on the Town Planning Board as an Alternate Member.

Staff Recommendation: Appointment of an Alternate Member on the Town Planning Board.

Requested Action: Motion to appoint Janis Collins as an Alternate Member on the Town Planning Board with a term that is valid until June 30, 2021.

Attachments: Planning Board Application, Planning Board Terms Spreadsheet

Submitted by: Wes Haskett

**TOWN OF SOUTHERN SHORES
BOARD VOLUNTEER APPLICATION**

DATE: 3 October 2020

Municipal Board interested in:

Alternate Member of Planning Board

NAME: Janis Lynn Collins

PHONE: (HOME) 252 599 1609

EMAIL: collinsjanisL@gmail.com

ADDRESS: 85 Hollow Beach Ct. Southern Shores, NC 27949

OCCUPATION: (Past & Present)

Registered Nurse

Deaconess Hospital, Boston, MA
Jefferson Memorial Hospital, Arlington, VA
Ochsner Medical Center, New Orleans, LA
Chester County Hospital, West Chester, PA

Real Estate Agent/Broker

Agent	Century 21 Real Estate, Newport, RI
Agent	Better Homes Real Estate, Dumfries, VA
Agent	Long and Foster, Real Estate, Annandale VA
(P)Broker	Licensed (Currently In-Active)

EDUCATION BACKGROUND

High School

St. Johns Academy Graduate 1967
Plattsburgh, NY

Nursing School

St. Joseph's Hospital School of Nursing, RN (Licensed VA/NC)
Syracuse, NY 1969

Licensed Real Estate

Newport RI	Agent (1981-1982)
Arlington VA	Agent (1982-2007)
Virginia RE Continuing Education	(1983-2006)
Kitty Hawk NC	(P)Broker (2019-In-Active)

Specific Experiences....

- Built three homes in the OBX since 1995.
- I have been involved in community volunteer programs. (Interfaith Community Outreach, Food for Thought, Duck Woods Women's Association BOD.
- President of the Kitty Hawk Landing, HOA of 194 Homes (2014-2016).
- Currently Vice President of the *OBX Dementia Friendly Coalition*.
- Alternate Member of the Kitty Hawk Planning Board (2016-2018).

I feel that I have excellent organization skills and with 25+ years of real estate experience plus all its continuing education and training, Equal Opportunity and Fair Housing Certificatioions, I am ready to further my support to the community in this capacity.

I would like the opportunity to further my immersion into the community and learn as much as I can.

References supplied on request.

