



**Town of Southern Shores
Council Meeting
August 6, 2013**

The Town of Southern Shores Council met in the Pitts Center located at 5375 N. Virginia Dare Trail at 7:00 p.m. on August 6, 2013

COUNCIL PRESENT: Mayor Hal Denny, Mayor pro tem Jodi Hess, Council Members George Kowalski, David Sanders and Larry Lawhon.

COUNCIL ABSENT: None

OTHERS PRESENT: Town Manager Peter Rascoe, Town Attorney Ben Gallop and Town Clerk Sheila Kane.

CALL TO ORDER / PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

Mayor Denny called the meeting to order at 7:00 p.m., led the Pledge of Allegiance, and held a Moment of Silence.

APPROVAL OF AGENDA

Mayor Denny requested to amend the agenda to exclude the closed session.

MOTION: Council Member Sanders moved to approve the agenda as amended. The motion was seconded by Council Member Lawhon. The motion passed unanimously.

CONSENT AGENDA

The Consent Agenda consisted of the following items:

– July 16, 2013 minutes

MOTION: Council Member Kowalski moved to approve the consent agenda. The motion was seconded by Council Member Sanders. The motion passed unanimously.

SPECIAL RECOGNITION-BOB PALOMBO

The Southern Shores Town Council recognized Robert Palombo for service on the Town Planning Board from 2008 to 2013 as well as his service on the Build the Bridge-Preserve Our Roads Committee and a member of the Interfaith Community Outreach organization. Mayor Denny expressed his gratitude for Mr. Palombo's dedicated service.

POLICE DEPARTMENT EMPLOYEE RECOGNITION

Chief Kole introduced Officer Ryan Jones as the department's newest Officer.

Chief Kole also announced that Officer Jeremy Hemilright has successfully attained Master Patrol Officer classification.

STAFF REPORTS

Town Planner:

Town Planner, Wes Haskett, presented his monthly report containing the following:

- Permitting and Inspections for July, 2013

Wes Haskett stated the Planning Board will be meeting on August 19, 2013 to review ZTA-13-05. A recommendation from the Planning Board will hopefully be presented to the Council at its August 20th meeting.

[Clerk's Note: A copy of the Town Planner's report is hereby attached as Exhibit A].

Police Department:

Chief Kole presented his monthly report.

Southern Shores Volunteer Fire Department:

No report.

REPORTS FROM BOARDS, COMMITTEES, AND ASSOCIATIONS

Town Planning Board:

No Report

Southern Shores Civic Association (SSCA):

Councilman Larry Lawhon gave an informational report on behalf of the SSCA.

Chicahawk Property Owner's Association (CPOA):

Christopher Nason gave an informational report on behalf of the CPOA.

GENERAL PUBLIC COMMENT

David Parker-Dogwood Trail: Traffic along N/S Dogwood and East Dogwood is heavy again this summer and asked for more police presence and traffic control.

Frank Toolan- Beech Tree: Requested that Council consider more work on a recent pothole repair near 161 Beech Tree Trail.

The Mayor responded to Mr. Toolan that his street repair was on the Town's Capital Improvement (CIP) list. He also thanked all the speakers and assured them Town staff would consider their comments.

OLD BUSINESS- None

NEW BUSINESS

Memorandum of Understanding (MOU) for Equipment Rates & Unit Prices for Storm Debris Removal: RPC Contracting Inc., Byrd Brothers Emergency Service and O'Brien's Response Management.

MOTION: Mayor Denny moved to approve the Memorandum of Understanding for Equipment Rates and Unit Prices for Storm Debris Removal as presented by the Town Manager. The motion was seconded by Mayor Pro Tem Hess. The motion passed unanimously. [Clerk's Note: Copies of the MOU's are hereby attached as Exhibit B].

OTHER ITEMS

Town Manager's Report

The Town Manager addressed several issues:

- Bids have been received for the street repair list that was put out in accordance with the priorities adopted by Council previously - and in accordance with the budget ordinance. Out of the fifteen (15) proposed repairs listed on the adopted street repair priority list, thirteen (13) were bid out in a lump group. The two (2) remaining repairs, a section of North Dune Loop and a section on N. Dogwood Trail, will require more design survey data to engineer a solution before they can be bid. Barnhill Contracting was the lowest bidder at \$80,630 for thirteen (13) repairs and a contract will be executed very shortly.
- The Honeysuckle Lane street improvement project is almost ready to close out.
- As previously directed by Council, he responded back to Velocitel on its initial proposal to use the Town Hall complex as a cell tower location. As an update to its proposal, Velocitel has provided proposed site plans to install a monopole at the Town Hall Complex in two potential locations. Velocitel also proposes compensation of \$2,000 a month. The Town Manager now seeks further direction from Council as to whether it desires for him to proceed with negotiations with Velocitel on behalf of the Town as owner of the site.

ACTION: Mayor Denny and all Council Members concurred that the Town Hall property is not an aesthetically appropriate site for a 120 ft cell tower and installing a tower on the proposed site is in violation of the zoning ordinance. The Town Manager understands that it is the consensus of Council that he is to not pursue any further negotiations with Velocitel.

Town Attorney:

At the last meeting Council directed the Town Attorney and Town Manager to negotiate and prepare a legal easement to facilitate the Town's dredging project by use of the lot at 108 Duck Woods Drive as site to transfer dredged material from the canal to awaiting transport. An easement has been obtained from the property owners. Once Council accepts the legal easement it will be recorded.

MOTION: Mayor Pro Tem Hess moved to accept the easement as presented. The motion was seconded by Council Member Lawhon. The motion passed unanimously. [Clerk's Note: A copy of the easement is hereby attached as Exhibit C].

Mayor's comments:

The Mayor requested the Clerk to place the Council's current Rules of Procedure on the agenda for the August 20th Workshop Meeting. It has been a long time since they have been reviewed and Council has a duty to review and improve them as necessary.

Council Members' comments:

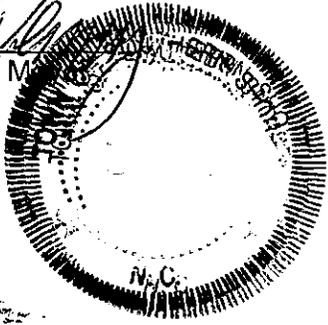
Mayor Pro Tem Hess stated the Tourism Board is working on coming up with a plan from a landscaping and traffic point of view for the Event Site in Nags Head which is formally known as Wind Mill Point. There are three options the Board is working on which should be made available to the public within the next couple of months.

ADJOURN

MOTION: Mayor Denny moved to adjourn. The motion was seconded by Mayor Pro Tem Hess. The motion passed unanimously. The time was 7:49 p.m.

ATTEST:


Hal Denny, Mayor



Respectfully submitted,

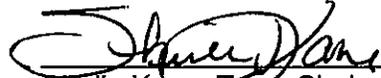

Sheila Kane, Town Clerk

EXHIBIT A

8-6-13 TC Report

1. Permitting and Inspections for July, 2013

-3 Zoning Permits were issued.

-31 building permits were issued: 2 new single-family dwellings, 1 addition, 1 remodel, and 27 others.

-98 building inspections were conducted (49 job sites).

-8 single-family dwellings and one bank are currently under construction.

-Total amount of fees collected in July was \$7,555.30.

EXHIBIT B



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

MEMORANDUM

TO: Byrd Brothers emergency services, LLC
FROM: The Town of Southern Shores, North Carolina
DATE: August 7, 2013
SUBJECT: Memorandum of Understanding (MOU) for Equipment Rates for Storm Debris Removal

.....

In the event you are requested to provide storm cleanup, debris removal, or infrastructure repair for the Town of Southern Shores, the Town agrees to use the schedule of rates submitted for Fiscal Year 2013-14. That the schedule of rates is contained in your Proposal for Post-Storm Debris Cleanup and Infrastructure Reconstruction Services to the Town of Nags Head, the Town of Southern Shores and the Town of Duck. A copy of the cost portion of your Proposal is incorporated as part of this MOU.

The period of this agreement shall be from August 6, 2013 to June 30, 2014.

The conditions set forth by this MOU cannot be amended until both parties have signed a new MOU based on change in conditions. Please sign and return one copy of this MOU for our files.

Contractor or Contractor's Agent

Date

Acceptance by the 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

MEMORANDUM

TO: O'Brien's Response Management, Inc.

FROM: The Town of Southern Shores, North Carolina

DATE: August 7, 2013

SUBJECT: Memorandum of Understanding (MOU) for Debris Removal Inspection Services

.....

In the event you are requested to provide post-storm debris removal inspection services for the Town of Southern Shores, the Town agrees to use the schedule of rates submitted for Fiscal Year 2013-14. That the schedule of rates is contained in your Proposal for Post-Storm Debris Cleanup and Infrastructure Reconstruction Services to the Town of Nags Head, the Town of Southern Shores and the Town of Duck. A copy of the cost portion of your Proposal is incorporated as part of this MOU.

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TO: RPC Contracting, Inc.

FROM: The Town of Southern Shores, North Carolina

DATE: August 7, 2013

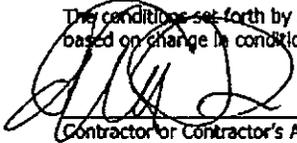
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 Contractor or Contractor's Agent

8/9/13

 Date



 Acceptance by the Town of Southern Shores

8/7/13

 Date

EXHIBIT C

Space Above This Line For Recording Data

EASEMENT

This instrument prepared by Robert B. Hobbs, Jr., a licensed North Carolina Attorney
No title examination requested or performed
Return to Hornthal, Riley, Ellis & Maland, LLP, 2502 South Croatan Highway, Nags Head,
NC 27959

Excise Tax: \$-0-
Transfer Tax: \$-0-
Tax Parcel: 030165000
LT Number _____

North Carolina, Dare County

THIS TEMPORARY EASEMENT, made and entered into this the 1st day of August, 2013, by and between THOMAS STEVEN MCDANIEL and wife, FAYE JERNIGAN MCDANIEL, whose mailing address is 3011 Nealwood Ave., Graham, NC 27253 (the "Grantor"), and the TOWN OF SOUTHERN SHORES, NORTH CAROLINA, a North Carolina municipal corporation, 5375 N. Virginia Dare Trail, Southern Shores, NC 27949 (the "Town").

WITNESSETH:

For a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, for itself, and its heirs, successors, executors, and assigns, does hereby give, grant and convey unto the Town, its successors, and assigns, a temporary and nonexclusive right and easement over that certain real property located in the Town of Southern Shores, Atlantic Township, Dare County, North Carolina, described as follows:

Being Lot No. 14, Block 227A, "Southern Shores" subdivision, as shown on that certain map or plat entitled "Southern Shores, Block 227A, Atlantic

-1-

Township, Dare County, North Carolina", dated February 2, 1990, and prepared by Bill Robbins & Associates, William T. Robbins, R.L.S., and recorded in Plat Cabinet C, Slides 116E and 116F, Dare County Public Registry.

(the "Easement Area").

1. The Town or its contractor may begin using the Easement Area on October 1, 2013. This Easement shall expire on February 15, 2014.

2. The Town may use this Easement for a transfer station for removal of dredge spoils in connection with the Town's canal dredging project. Specifically, the Town or its contractor shall use the Easement Area for transferring canal dredge spoils from the dredge equipment to trucks located on the Easement Area, and the trucks will transport the spoils to another location outside of the Easement Area.

3. The Town or its contractor will place mats on the Easement Area during the use of the Easement Area as a transfer station.

4. Upon completion of the dredge project, or upon the expiration of this Easement, whichever occurs first, the Town or its contractor shall return the Easement Area to its original grade and condition, and will leave the Easement Area in as clean a condition as it was when the dredge work began.

5. The Town or its contractor will do nothing to alter the shape, design or contour of the Easement Area without the express prior written permission of Grantor. The Town and its contractor will do nothing to the Easement Area which will cause it to have a decrease in value when the Town or its contractor completes the use of the Easement Area.

6. It is the intention of the parties that this Easement shall be consistent with and complimentary to that certain agreement between Grantor and Salmons Dredging Inc. ("Salmons") dated June 10, 2013.

7. There are no conditions to this Easement not expressed herein.

TO HAVE AND TO HOLD said easement unto the Town, its successors and assigns, and the Grantor, for themselves, their heirs, successors, executors and assigns, hereby warrants and covenant that Grantor is the sole owner of the property; that Grantor has the sole right to grant this easement; and that Grantor will warrant and defend title to the same against the lawful claims of all persons whomsoever, and the Grantor, for itself, and its heirs, successors, executors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument, the day and year first above written.

GRANTOR:

Thomas Steven McDaniel (SEAL)
THOMAS STEVEN MCDANIEL

Faye Jernigan McDaniel (SEAL)
FAYE JERNIGAN MCDANIEL

State of North Carolina

County or City of Simpsonville / Alamance

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: THOMAS STEVEN MCDANIEL and wife, FAYE JERNIGAN MCDANIEL

Date: August 1, 2013

Angela S. Walker
Signature of Notary Public

Angela S. Walker
Typed or printed name of Notary Public

My commission expires: August 19, 2017

(AFFIX NOTARY SEAL)



Easement - transfer station - canal dredge project v2.wpd