



**Town of Southern Shores
Council Meeting
June 17, 2014**

The Town of Southern Shores Council met in the Pitts Center located at 5375 N. Virginia Dare Trail at 9:00 a.m. on Tuesday, June 17, 2014.

COUNCIL PRESENT: Mayor Tom Bennett, Mayor Pro Tem Jodi Hess, Council Members David Sanders, Larry Lawhon and Leo Holland.

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 Bennett called the meeting to order at 9:00 a.m., led the Pledge of Allegiance, and held a Moment of Silence.

AMENDMENTS / APPROVAL OF AGENDA

MOTION: Council Member Holland moved to approve the agenda as presented. The motion was seconded by Council Member Sanders. The motion passed unanimously (5-0).

CONSENT AGENDA

The Consent Agenda consisted of the following items:

- Approval of Minutes- June 3, 2014
- FY 2014-2015 Renewal of the Hurricane /Debris Removal Interlocal Agreement
- Annual Memorandum of Agreement (MOU)-Dare County Emergency Management

MOTION: Council Member Lawhon moved to approve the consent agenda. The motion was seconded by Mayor Pro Tem Hess. The motion passed unanimously (5-0).

[Clerk's Note: A copy of the consent agenda items are hereby attached as Exhibit A].

GENERAL PUBLIC COMMENT

None

OLD BUSINESS

None

NEW BUSINESS

Re-appointment of Member Jay Russell to Planning Board

MOTION: Council Member Holland moved to re-appoint Jay Russell to the Planning Board for another three (3) year term. The motion was seconded by Council Member Sanders. The motion passed unanimously (5-0).

Report from the Finance Committee Meeting

Mayor Bennett, Council Member Holland, the Town Manager, and the Finance Officer met June 11. The Town Manager gave a report of the meeting, including the Committee recommendation to leave funds in the Capital Project Fund for now that have been realized as excess from the Phase II Canal Dredging Project. He further reported these funds may only be used for capital improvements or maintenance for the canal-related matters.

OTHER ITEMS

Town Manager's report

The Town Manager addressed several matters:

- The Town Manager and Police Chief met with the incoming SSVFD Fire Chief, Ed Limbacher.
- In addition to the Chicahawk beach and Hillcrest beach stands, the next two lifeguard stands will be going up this weekend of June 21st.
- The Lifeguards and the Community Resource Officer are enforcing and urging compliance with the beach rules cited in the Town Code.
- Street projects are winding up for the year. The last project is both cul-de-sacs on Ocean View Loop.
- The Town's consulting engineer will begin design work July 1 on the projects that were approved for FY2014-2015. The first project to be designed is improvements to Fairway Drive.
- Carrie Gordin will retire October 1, 2014 after 20 years of service to the Town. Police Lt. Paul Terry will retire August 1, 2014 after 18 years of service in law enforcement.
- The Permit Officer position has been filled and the new hire will start July 1, 2014.
- The Town Manager requested the Capital Improvement Committee meet in July to go over the capital improvement projects approved for the year.
- The Town's new phone system will be installed in July, and the audio/visual upgrades will commence in the Pitts Center this current month of June.
- The dune grass planting project that took place this spring appears to be holding up well and any missed areas will be address next year.

Mayor's comments:

Council Members' comments:

Council Member Sanders stated the Outer Banks Voice recently did an article about Outer Banks Hospital. Becker's Hospital Review has released its annual 2014 edition of "100 Great Community Hospitals," and for the second year in a row, The Outer Banks Hospital has made the list.

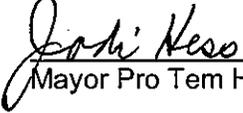
CLOSED SESSION-PURSUANT TO NCGS §143-318.11 (a)(6)

MOTION: Mayor Pro Tem Hess moved to go into closed session pursuant to North Carolina General Statute §143- 318.11(a)] Section (6): to consider a personnel matter regarding an Individual public officer or employee. The motion was seconded by Council Member Holland. The motion passed unanimously (5-0)

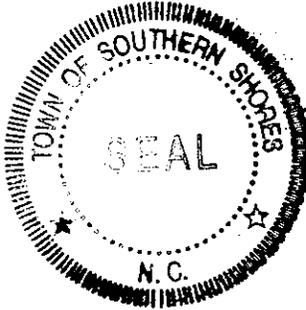
ADJOURN

MOTION: Upon returning from closed session and taking no action Council Member Sanders moved to adjourn the meeting. The motion was seconded by Council Member Lawhon. The motion passed unanimously (5-0). The time was 11:16 a.m.

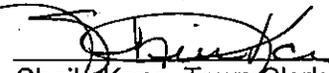
ATTEST:



Mayor Pro Tem Hess



Respectfully submitted,



Sheila Kane, Town Clerk



COUNTY OF DARE

P.O. Box 1000, Manteo, North Carolina 27954

(252) 475-5000

To: Tom Bennett, Mayor
Town of Southern Shores

From: Sandy Sanderson, Director of Emergency Management

Date: June 2, 2014

Re: Hurricane/Disaster Debris Removal

Enclosed you will find a copy of the 2014-2015 renewal of the Hurricane/Disaster Debris Removal Interlocal Agreement between Dare County and the Town of Southern Shores.

Please have this agreement executed by the proper parties and return it to this office. We will forward you a copy upon its completion by the Chairman of the Board of Commissioners.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandy Sanderson". The signature is fluid and cursive, written over a white background.

Sandy Sanderson, Director
Dare County Emergency Management

NHS/gae

**Hurricane/Disaster Debris Removal
Interlocal Agreement**

This Agreement, made and entered into this the 17 day of June 2014, by and between Dare County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Southern Shores ("Municipality"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. In the event of a natural disaster, the President of the United States and/or the Governor of the State of North Carolina may declare Dare County a natural disaster area, making Dare County and the municipalities within Dare County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris.
- B. In the event of a storm-related natural disaster, such as a hurricane, disaster debris cleanup is often a critical component of the disaster recovery process.
- C. Debris cleanup on a county-wide basis requires a coordinated effort between the municipalities within the County, the County, State and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.
- D. The disaster debris cleanup effort will require prioritizing areas for immediate cleanup, and perhaps temporarily suspending or rescheduling regular solid waste, yard waste, and recycling services.
- E. The County is contractually obligated to provide disposal of all solid waste collected within Dare County pursuant to the Municipal Waste Management Agreements entered into between the County and municipalities.
- F. During a natural disaster in which the Dare County Control Group has been activated, decisions regarding debris cleanup are coordinated through the Control Group and implemented by the County.
- G. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County, in consultation with the Dare County Control Group, coordinate the County wide disaster debris collection effort through the County's solid waste collectors and contractors, and that cleanup efforts within the municipalities be conducted under the County's contracts for disaster cleanup.

- H. The County, through a competitive bid process which included the possibility of cleanup activity within the Town as well as unincorporated Dare County, has entered into contracts with debris management companies ("Contractors") for debris cleanup following a natural disaster ("Contracts"), and the Town desires to utilize the County contract through this Agreement for debris cleanup within the Town.
- I. The County and Town are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

- 1. In the event of a natural disaster, the County, upon activation of the Contracts by Dare County Control Group, shall coordinate the collection of disaster related debris cleanup pursuant of the terms and conditions of the Contracts in consultation with the Dare County Control Group.
- 2. Such cleanup shall included cleanup with Town pursuant to the terms and conditions of the Contracts.
- 3. Pursuant to this Agreement, the Town shall:
 - a. Identify contract personnel to coordinate with County and the Contractors cleanup activity within the Town's jurisdiction.
 - b. Provide personnel to serve as field inspectors to monitor debris loading and issue debris load tickets, and to validate load tickets and record truck volumes at disposal sites pursuant to the Contracts.
 - c. Assume all responsibility for coordinating directly with the Contractors in seeking Federal and state disaster relief reimbursement of expenditures incurred from cleanup work performed by the Contractors pursuant to the Contracts.
 - d. Secure Right-of-Entry Agreements from property owners within the jurisdiction of the Town as necessary.
 - e. Negotiate with the Contractors for any expenditure for debris cleanup reimbursement by Federal or state disaster relief assistance.

- f. Cooperate in good faith with the Dare County Control Group and Contractors in the disaster recovery and cleanup process.
 4. Pursuant to the Agreement, the County shall:
 - a. Coordinate, in consultation with the Dare County Control Group, debris cleanup, including prioritization of cleanup activities following a natural disaster, pursuant to the terms and conditions of the contract.
 - b. Respond in a good faith effort to specific requests for assistance from the Town.
 - c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Town of such termination or modification.
 5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within the Town's jurisdiction when the Contracts are activated by the Dare County Control Group.
 6. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.
 7. This Agreement may be terminated in whole or in part in writing by either party provided that no termination may be effected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.
 8. This Agreement may be modified only by the prior written approval of both parties.
 9. Any notice, acceptance, request, or approval from either party to the other party shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery.
 10. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the
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Contracts shall apply to this Agreement and are hereby incorporated by reference.

11. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.
12. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.
13. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF Southern Shores

COUNTY OF DARE



Mayor

Chairman

ATTEST:



Clerk to the Council

ATTEST:

Clerk to the Board



COUNTY OF DARE

P.O. Box 1000, Manteo, North Carolina 27954

(252) 475-5000

To: Tom Bennett, Mayor
Town of Southern Shores

From: Sandy Sanderson, Director
Dare County Emergency Management

Date: June 2, 2014

Re: Memorandum of Agreement

Enclosed you will find the annual Memorandum of Agreement between your municipality and Dare County. This Agreement will provide for the sharing of resources and allow an orderly and coordinated response to the effects of natural and technological disasters on residents and visitors of Dare County should such a response be deemed necessary.

Please sign in the area designated for your municipality and return to this office. You are welcome to make a copy for your records.

Sincerely,

Sandy Sanderson, Director
Dare County Emergency Management

NHS/gae

**MEMORANDUM OF AGREEMENT BETWEEN
THE MUNICIPALITIES IN DARE COUNTY
AND THE COUNTY OF DARE**

Dare County and the Municipalities in the county agree that a joint effort is needed for sharing of resources during emergency/disaster response and recovery activities. This agreement is in support of and in accordance with the Dare County Emergency Operations Plan.

The purpose of this Agreement is to provide for an orderly and coordinated response to the effects of natural and technological disasters on residents and visitors in Dare County.

I. THE MUNICIPALITIES IN DARE COUNTY AGREE:

1. The Mayor or his designee will serve as a member of the Dare County Control Group and maintain a presence in the EOC as long as the Chairman deems necessary.
2. The Mayor or his designee will determine the availability of town personnel and resources to support a Dare County emergency/disaster response.
3. The Mayor or his designee will maintain a line of communications with his town administrators while the Dare County Emergency Operations Center is activated.
4. During Dare County Emergency Operations Center activations, actions that have the potential to impact other jurisdictions should be coordinated with the Dare County Control Group.

II. DARE COUNTY AGREES:

1. The Chairman will determine the availability of Dare County personnel and resources to support municipal emergency/disaster response.
2. The Chairman will provide, through the Dare County Emergency Operations Center, assistance to the municipalities with reentry of personnel and necessary additional outside resources.
3. The Chairman will provide assistance through the Dare County Communications Center and the Dare County Emergency Management Agency with notification of appropriate State and Federal response agencies in the event of a hazardous materials incident affecting any Dare County municipality.

III. This Agreement will be reviewed on an annual basis and updated as determined necessary by the Municipal Mayors, or the Chairman of the Dare County Board of Commissioners.

DATE: _____

MAYOR, TOWN OF MANTEO

MAYOR, TOWN OF NAGS HEAD

MAYOR, TOWN OF KILL DEVIL HILLS

MAYOR, TOWN OF KITTY HAWK

Thomas M. (Tom) Bennett

MAYOR, TOWN OF SOUTHERN SHORES

MAYOR, TOWN OF DUCK

CHAIRMAN, DARE COUNTY BOARD OF COMMISSIONERS