



Workshop Meeting of the Town of Carolina Shores
Board of Commissioners
September 2, 2014 10:00am
(Note change in date due to Observance of Labor Day Holiday)

Call to Order

I. Administrative Reports

1. Administrative Reports
2. Committee Reports

II. New Business

3. Regular Meeting, September 4, 2014 Agenda Items
 - a. First Reading of a Solid Waste Ordinance
 - b. Appointments to the Tree Advisory Committee
 - c. Appropriation for Physical Plant Access Control Upgrades
 - d. Agreement for Animal Services with Brunswick County
 - e. Review of Mowing Service Agreement
 - f. Resolution for Constitution Week (to be placed on Consent Agenda)
 - g. Resolution for Halloween 2014 (to be placed on Consent Agenda)

III. Public Comment

IV. Mayor and Board of Commissioner Comments

V. Adjournment



Regular Meeting of the Town of Carolina Shores
Board of Commissioners
September 4, 2014 2:00pm

Pledge of Allegiance to the Flag and Moment of Silence

Call to Order

- I. Agenda Adjustments
 1. Adjustments to the agenda and approval thereof
- II. Public Comment
 2. Public Comments
- III. Consent Agenda
 3. Consent Agenda Items:
 - a. Approval of Minutes: August 4, 2014; August 7, 2014; August 18, 2014
 - b. Resolution for Constitution Week
 - c. Resolution for Halloween 2014
- IV. Administrative Reports
 4. Administrative Reports
- V. Public Hearings
 5. Public Hearings: None
- VI. Old Business: None
- VII. New Business
 6. Second Reading and Adoption of a Solid Waste Ordinance
 7. Appointments to the Tree Advisory Committee
 8. Appropriation for Physical Plant Access Control Upgrades
 9. Agreement for Animal Services with Brunswick County
 10. Review of Mowing Services Agreement
- VIII. Mayor and Board of Commissioners Comments
- IX. Closed Session: Closed Session pursuant to GS 143-318.11 (a) (6) personnel
- X. Adjournment

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Agenda Adjustments
Contact: Mr. Walter B. Goodenough, Mayor
Location: Agenda Adjustments
"Adjustments to the agenda and approval thereof"
Follow-up: None
Requested Action: Board Action: Approve/Disapprove
Budgetary Impact: None

Narrative:

This item presents for the Board's consideration adjustments to the agenda from the time the time the agenda was created to allow for flexibility in deliberations of the Board.

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Public Comment

Contact: Mr. Walter B. Goodenough, Mayor

Location: Public Comment
“Public Comment”

Follow-up: None

Requested Action: Allow time for public comment.

Budgetary Impact: None

Narrative:

This item presents for the Board’s consideration those citizens that have comments pursuant to GS 160-81.1.

§ 160A-81.1. Public comment period during regular meetings.

The council shall provide at least one period for public comment per month at a regular meeting of the council. The council may adopt reasonable rules governing the conduct of the public comment period, including, but not limited to, rules (i) fixing the maximum time allotted to each speaker, (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions, (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall, and (iv) providing for the maintenance of order and decorum in the conduct of the hearing. The council is not required to provide a public comment period under this section if no regular meeting is held during the month. (2005-170, s. 3.)

Time Limit: 5 minutes

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Consent Agenda
Contact: Mr. Walter B. Goodenough, Mayor
Location: Consent Agenda
"Consent Agenda"
Follow-up: None
Requested Action: Pass all items with one motion, second, vote.
Budgetary Impact: Possible subject to items.

Narrative:

This item presents for the Board's consideration an expedited, omnibus action item for non-controversial, pro-forma, and routine items.

**Town of Carolina Shores
Board of Commissioners
Pre-Agenda Meeting Minutes
August 4, 2014
10:00 a.m.**

DRAFT

Members Present: Mayor Walter B. Goodenough and Commissioners: Greg Davis, John Russo, Bill Brennan and John E. Manning. Also Present: Jon Mendenhall, Town Administrator and Nicole Marks, Town Clerk.

Members Absent: Joseph Przywara

Others Absent: None

Call to Order:

At 10:00 a.m. Mayor Walter B. Goodenough called to order the Board of Commissioners Workshop Meeting.

Administrative Reports:

Town Administrator Report/Jon Mendenhall – On file at Town Hall:

This report serves as the report of administrative activities undertaken by the Town in the month of July and summarizes administrative, operational, and project updates for the reporting period. This report also summarizes and provides a brief narrative on items of business to be considered at the Regular Meeting of the Board.

Administrative

The FY 15 budget has been implemented. Code changes as evidenced by the progression on the UDO and the Town Code have been worked on as this project nears an important milestone of draft reviews prior to adoption. Enhancement of the Persimmon Rd and US 17 area are being contemplated by NCDOT as well as some type of “mini-enhancement” at Country Club Rd and US 17; prior to proceeding to design Board guidance will be needed. A meeting was held with the golf course and with the Carolina Shores POA as instructed. The hiring process has been initiated as instructed for the Code Compliance Officer and the Building Custodian (based on the timeline I anticipate Board consideration in September).

Operational

Finance

Finance is working with the auditor on the annual audit. Finance has implemented the budget for FY 15. Please refer to the financials for more detailed financial information.

Public Works

Public Works is continuing with their operations and maintenance activities of road and drainage ways. In order to initiate the capital project associated with Clubview, Public

Works is undertaking step #2 as outlined in the Project summary for resurfacing. A new schedule was implemented in July to allow for regular scheduling of work activities. Equipment acquisitions are on-going pursuant to the FY 15 budget and the emergency preparedness allocation.

Please refer to the Public Works Report for more detailed information.

Inspections

Inspections is continuing to work through a busier building period, great deal of activity is occurring at Calabash Lakes and the renewal of development prospects is also occurring at Lighthouse Cove. July, thus far, has been a very busy permitting month with revenues far and above where they were at this time last year.

Project

Code

A joint meeting is being contemplated for the Planning Board and Board of Commissioners to review UDO updates and a presentation by Holland Consulting Planners will be given. Traffic schedules are complete as is a solid waste amendment to the Code of Ordinances. Following the review at the joint meeting by the Planning Board and Board of Commissioners, UDO changes will be transmitted to American Legal Publishing. I am requesting input from the Board of Commissioners on how to proceed with Town Code changes including: traffic, solid waste, drainage, et al prior to American Legal Publishing completing their work (a workshop may be necessary). The two processes were in parallel and depending on the outcome of the Town Code clarification may remain in parallel for an omnibus type adoption.

Resurfacing

Clubview Reconstruction

1. Engineering Services – at the meeting in June, the Board was asked to name a engineering service firm(s) for the Clubview Project; staff is working with: Ms. Aimee Drucker P.E. on roadway work and on drainage work
2. Preliminaries – the preliminary engineering process has been initiated (encroachment agreement, typical sections, field site visit to ascertain scope et al), a meeting was conducted on June 19, 2014 to initiate preliminary work and a follow-up meeting is to be held July 24, 2014.
3. Bid Phase – once preliminaries are complete we anticipate entering bid phase services for the preparation of specifications and bid packages as well as bid advertisement/opening around August subject to encroachment approval from NCDOT.
4. Construction – ideally, construction should start in the September timeframe with asphalt work occurring in October

Drainage

Roadside Drainage Maintenance

1. Roadside Drainage – Public Works staff will be continuing to measure elevations on several roadside drainage ditches in order to allow for these ditches to be pulled and de-silted/fall-lines reestablished. The work of actually pulling the ditches will begin once we have a dump truck to remove the spoil material.

Incorporations via Reference

Public Works – please refer to the Public Works Report

Inspections – please refer to the Inspections Report

Public Safety – please refer to the Calabash VFD and Calabash Rescue Squad Reports as provided.

Committee Reports:

Tree Advisory Committee – Ms. Marks said the Chairperson of the Tree Advisory Committee was unable to attend the meeting.

HOA/POA Advisory Committee – Ms. Marks said there is no one present from the HOA/POA Advisory Committee to give the report.

Calabash Fire Department – Mayor Goodenough said there were a total of 143 calls for June, 2014.

Calabash EMS – Commissioner Manning said he submitted the Calabash EMS report last month to the Town Clerk and they have a meeting next week.

Keep Brunswick County Beautiful – Mr. Gere Dale said the committee has not had a meeting since the July, 2014 Board of Commissioners meeting so he has nothing to report.

New Business:

First Reading of an Amended Development Agreement for the Farm at Brunswick – This item will be placed on the Thursday, August 7, 2014 Board of Commissioners meeting agenda and there is a Public Hearing scheduled during that same meeting in regards to this item.

Consideration of Setting a Special Called Meeting in Order to Conduct a Joint Meeting with the Planning Board on UDO Update – This item will be placed on the Thursday, August 7, 2014 Board of Commissioners meeting agenda.

Northwest Drive – There was discussion regarding Northwest Drive.

Resolution of Appreciation for the NC Division of Emergency Management – This item will be placed on the Thursday, August 7, 2014 Board of Commissioners meeting agenda.

Public Comment:

Gere Dale, 46 Calabash Dr. – Mr. Dale said he doesn't know if anybody read the article in yesterday's Myrtle Beach paper about storm brewing which was state line retail news. Mr. Dale said it was an extensive article. Mr. Dale said not that we should be interested in the storm brewing requests of possibly locating Horry County but there is a paragraph in there that says "In June, Steve Selby, a storm representative responsible for the South Carolina Market cited the port of Charleston as a key factor in the State's desirability" and Mr. Dale said he assumes that is the Town of Carolina Shores ex Mayor as being quoted in there. Mr. Dale said in regards to recycling, you may recall that in last months meeting he indicated that Town resident Roger Thompson and himself rode around the day that the recycle containers were put out at the other five subdivisions other than the community Carolina Shores and noted there were 21 receptacles throughout those five subdivisions and he was disappointed in that. Mr. Dale said subsequent to that, he talked to Town Administrator, Jon Mendenhall and the Town provided him with a disc

that showed specifically the number of people as well as the location of people that were issued stickers for the Recycle Center. Mr. Dale said he was absolutely overcome because there are 330 stickers for the Village at Calabash, 271 stickers for The Farm at Brunswick, 58 stickers for Beacon Townes, 41 stickers for Calabash Lakes and 7 stickers for Lighthouse Cove. Mr. Dale said that totals a little over 700 stickers issued and probably represents 700 households which represent around 1,100 cars. Mr. Dale said he was euphoric when he saw those numbers because he was under the impression that most of the people in the other subdivisions were not using the Town's Recycle Center. Mr. Dale said he discussed this with Tom Puls and Mr. Puls pointed out to him that one of the requirements for people to get back into this town after an emergency situation was to have a Recycle sticker. Mr. Dale said perhaps that is the main reason why there 700 stickers that have been issued outside the community of Carolina Shores. Mr. Dale said he did discuss this with the attendant at the Recycle Center last Wednesday and he pointed out, in his experience over the last three years, there has been a tremendous increase in the vehicular traffic and number of people that are using the Recycle Center and he thinks the Building records will indicate that there has been virtually been no building in the community of Carolina Shores in the last three years, so he's back to being euphoric again.

Thomas & Hutton Engineering – Mr. David Lewis, representative for the builders at The Farm at Brunswick, said he would answer any questions the Board may have in regards to the proposed Amended Development Agreement for the Farm at Brunswick.

Mayor and Commissioner Comments:

Commissioner Brennan – None

Commissioner Russo – None

Commissioner Davis – None

Commissioner Manning – None

Commissioner Przywara – Absent

Mayor Goodenough – None

Adjourn:

COMMISSIONER BRENNAN MADE A MOTION TO ADJOURN THE AUGUST 4, 2014 BOARD OF COMMISSIONERS WORKSHOP MEETING. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Walter B. Goodenough, Mayor

Submitted by:
Nicole Marks
Town Clerk

**TOWN OF CAROLINA SHORES
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES**

August 7, 2014

2:00 p.m.

DRAFT

Mayor Walter B. Goodenough called the August 7, 2014 meeting to order at 2:00 p.m. The Pledge of Allegiance was recited and there was a moment of silence. Commissioners Present: John Russo, Bill Brennan, John E. Manning and Greg Davis. Also Present: Jon Mendenhall, Town Administrator; Nicole Marks, Town Clerk and Town Attorney, James E. Eldridge.

Absent: Commissioner Joseph Przywara

Agenda Adjustments:

COMMISSIONER BRENNAN MADE A MOTION TO AMEND THE AUGUST 7, 2014 AGENDA BY MOVING ITEM NUMBER THREE ON THE AGENDA AS ITEM TWO AND MOVING ITEM TWO ON THE AGENDA AS ITEM NUMBER THREE SO PEOPLE MAY COMMENT ON THE ITEMS ON THE CONSENT AGENDA. COMMISSIONER RUSSO SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Public Comments:

Maslin Kain, 11 Sunrise Court/Commenting as Chairperson of the HOA/POA Advisory Committee – Ms. Kain gave the HOA/POA Advisory Committee Report as she could not do it on Monday. Ms. Kain said Mr. Mendenhall reported that the website is being updated and the Village at Calabash road project is moving forward. Ms. Kain said Mr. Mendenhall told the committee that the Town is shooting elevations on the roadside ditches. Ms. Kain said she believes N.C. D.O.T. is going to be doing some beautification to the entrances of Carolina Shores and it would be a way to get various communities to work together. Ms. Kain said The Farm reported there are asphalt issues and Calabash Lakes reported no problems. Ms. Kain said Beacon Townes reported there is a utility issue going on and they have not been successful in construction but anticipate it will happen. Ms. Kain said the Village at Calabash reported they were very pleased with the Town leaders for meeting with the residents and sharing information on how the paving project will be handled. Ms. Kain said Lighthouse Cove is making progress and the committee is looking forward to having a representative from there. Ms. Kain said under New Business there were two issues. Ms. Kain said the committee voted unanimously to continue meeting on a monthly basis. Ms. Kain said there was discussion on communication from the Town to the HOA's/POA's and there were different thoughts about that. Ms. Kain said the committee is willing to handle communication because it's pretty clear to her that the Board of Commissioners is not interested at this time to form a Town Communication Committee and they are willing to take on that responsibility. Ms. Kain said the committee did agree that the responsibility of communication be added to the HOA/POA Advisory Committee Guidelines. Ms. Kain said the committee discussed the sizes of the communities and it was very interesting.

Marlene Stewart, 1 Canal Way - Ms. Stewart said she is on the POA Board for the community of Carolina Shores. Ms. Stewart said she is the Recreation Committee liaison which fits her fine because she loves to plan parties and activities. Ms. Stewart said they have an activity coming up on August 17th; a Trivia Night and they took great pains to get signs made and they put them up and two days ago and somebody took them down. Ms. Stewart said she has a feeling she knows who it might be. Ms. Stewart asked Mayor Goodenough what the sign policy is. Ms. Stewart asked if they could get the signs back. Ms. Stewart said they could put everyone welcome on their signs or something like that because that is one of things they are trying to do; is work together and be friends with other people. Ms. Stewart said they don't want to break the rules as their own POA knows how difficult it is to enforce the rules.

Maslin Kain, 11 Sunrise Court – Ms. Kain said in the Board packet, Mr. Donlon reported that the swales are functioning properly and wants clarification of the definition of swales. Ms. Kain said in the community of Carolina Shores, not all the swales are functioning properly. Ms. Kain said with the heavy rains, the debris has been washed down against the pipe. Ms. Kain said on Carolina Shores Drive close to where she lives on Sunrise Court, the debris is all right up against the pipe and water can't drain. Ms. Kain said elevation needs to be shot and repaired and there are still a lot of elevations issues.

Chris Hearn, Calabash Fire Department, 892 Persimmon Road – Mr. Hearn said as you all know, the 4th of July was kind of a let down for this area because there were no fireworks. Mr. Hearn said he is here today to notify the Board that as of the 12th of August, the Calabash Fire Department will accept responsibility for the 2015 fireworks. Mr. Hearn said they will not be using any Calabash Fire Department monies and any money used will be donated. Mr. Hearn said there will be fundraisers and other ways. Mr. Hearn said at this time, he's not here asking for any money and he understands the rules. Mr. Hearn said in the future, if the Town would like to donate money, their pockets will be open. Mr. Hearn said that all money will be handled by the secretary and there will be accountability. Mr. Hearn said they will keep the towns updated and they would like Carolina Shores involved because this is a community thing. Mr. Hearn said they will have their first fundraiser in the next week or two. Mr. Hearn said they have a zero turn mower and tickets will be \$10.00 a piece. Mr. Hearn said they are also talking about having a cow dropping; what it sounds like is what it is. Mr. Hearn urged all the towns to get involved and said they will be sending out a Public Release to the news. Mr. Hearn said they will have all permits and are good to go. Mr. Hearn said this will not be a one time thing, the money they get will be used for future years and the goal is to be able to pay for 2015 and 2016. Mr. Hearn said they are putting a committee together and there will be a vote. Mr. Hearn said he will oversee it but is not going to run it. Mr. Hearn said if anybody from the public wants to be part of this, we urge you to come to the Calabash Fire Department. Mr. Hearn said he's sure the Mayor will keep everyone informed.

Consent Agenda:

COMMISSIONER RUSSO MADE A MOTION TO APPROVE THE FOLLOWING
CONSENT AGENDA ITEMS.

- Board of Commissioners Special Called Meeting Minutes of June 17, 2014
- Board of Commissioners Workshop Meeting Minutes of July 7, 2014
- Board of Commissioners Regular Meeting Minutes of July 10, 2014
- Board of Commissioners Special Called Meeting Minutes of July 25, 2014

- Resolution of Appreciation for the NC Division of Emergency Management

COMMISSIONER BRENNAN SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Administrative Reports:

Mr. Mendenhall said there are no new administrative items to report since the Board of Commissioners Workshop Meeting on August 4, 2014.

Public Hearing:

Public Hearing on Amended Development Agreement for The Farm at Brunswick:

COMMISSIONER DAVIS MADE A MOTION TO OPEN THE PUBLIC HEARING ON THE AMENDED DEVELOPMENT AGREEMENT FOR THE FARM AT BRUNSWICK. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

There were no public comments for the Public Hearing.

COMMISSIONER BRENNAN MADE A MOTION TO CLOSE THE PUBLIC HEARING AND GO BACK INTO REGULAR SESSION. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Old Business:

None

New Business:

Second Reading and Adoption of an Amended Development Agreement for The Farm at Brunswick:

COMMISSIONER DAVIS MADE A MOTION TO ACCEPT AND ADOPT THE AMENDED DEVELOPMENT AGREEMENT FOR THE FARM AT BRUNSWICK AS WRITTEN. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Consideration of Setting a Special Called Meeting in Order to Conduct a Joint Meeting With the Planning Board On UDO Updates:

COMMISSIONER BRENNAN MADE A MOTION TO CALL A SPECIAL CALLED MEETING OF THE BOARD OF COMMISSIONERS IN ORDER TO CONDUCT A JOINT MEETING WITH THE PLANNING BOARD ON UDO UPDATES ON MONDAY, AUGUST 18, 2014 AT 10:00 A.M. IN THE COUNCIL CHAMBERS AT TOWN HALL. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Appointment of Mrs. Beverly Mayhew as the Town Planning Board Alternate:

Mrs. Beverly Mayhew was sworn in as the Town Planning Board Alternate.

Mayor and Commissioner Comments:

Commissioner Manning – None

Commissioner Brennan – None

Commissioner Russo – None

Commissioner Davis – Commissioner Davis congratulated Mrs. Beverly Mayhew as the Town Planning Board Alternate. Commissioner Davis said hopefully they can fill the last spot on the Planning Board soon.

Mayor Goodenough – Mayor Goodenough thanked Julie Munday, Finance Director, staff, Commissioners and everybody for the \$112,000.00 the Town got from the State and replenishing our funds.

Commissioner Przywara – None

Closed Session:

COMMISSIONER MANNING MADE A MOTION TO GO INTO CLOSED SESSION PURSUANT TO N.C.G.S. 143-318.11 (a)(6) PERSONNEL. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSIONER MANNING MADE A MOTION TO GO BACK INTO REGULAR SESSION. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSIONER BRENNAN MADE A MOTION TO APPOINT JERRY FRANKLIN TO THE POSITION OF BUILDING CUSTODIAN AT HIS CURRENT RATE OF PAY AND TO NOT WORK MORE THAN TWENTY HOURS PER WEEK. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. Commissioner Manning asked if the Board was stipulating this building only and Mayor Goodenough said yes. COMMISSIONER BRENNAN AMENDED THE ABOVE MOTION TO INCLUDE UNDER THE SUPERVISION OF JON MENDENHALL, TOWN ADMINISTRATOR. COMMISSIONER DAVIS SECONDED THE AMENDED MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

There was discussion on the situation at the Recycling Center in regards to a vacancy there because of the appointment of Mr. Franklin to Building Custodian.

COMMISSIONER MANNING MADE A MOTION TO ADVERTISE FOR A STARTING EMPLOYEE FOR THE MAINTENANCE DEPARTMENT UNDER THE AUSPICES OF THE MAINTENANCE DEPARTMENT AND THEN LETTING THEM ROTATE THROUGH. COMMISSIONER DAVIS SECONDED THE MOTION. MAYOR GOODENOUGH ASKED IF THERE WERE ANY DISCUSSION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Adjourn:

COMMISSIONER BRENNAN MADE A MOTION TO ADJOURN THE AUGUST 7, 2014 BOARD OF COMMISSIONERS MEETING. COMMISSIONER RUSSO SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Walter B. Goodenough, Mayor

Submitted by:
Nicole Marks
Town Clerk

TOWN OF CAROLINA SHORES
Board of Commissioners
Special Called Meeting Minutes
August 18, 2014
10:00 am

DRAFT

Members present: Mayor Walter Goodenough, Commissioners: John Russo, Joe Przywara, Bill Brennan, Greg Davis and John E. Manning. Also present: Jon Mendenhall, Town Administrator; Nicole Marks, Town Clerk and Chuck Riggins, Building Inspector.

Planning Board Members Present: Chairperson Mark Brown, Member Kathryn Powell, Member Daniel O'Reilly, Member Ruth Ann Campbell-Grothe, Member Gregory Hapner and Town Alternate, Beverly Mayhew.

Absent: None

Chairperson Brown called the Planning Board Special Called Meeting to order at 10:00 a.m. for the purpose of a joint meeting with the Board of Commissioners to discuss proposed amendments to the Unified Development Ordinance.

Mayor Goodenough called the Board of Commissioners Special Called Meeting to order at 10:00 a.m. for the purpose of a joint meeting with the Planning Board to discuss proposed amendments to the Unified Development Ordinance.

Unified Development Ordinance Presentation and Overview (Holland Consulting Planners):

Mr. Dale Holland from Holland Consulting Planners gave a presentation on the following:

UDO Amendments:

- Incorporated 24 text amendments included in an Ordinance passed March 7, 2013.
- Incorporated 2 text amendments included in an Ordinance passed November 7, 2013.
- Reviewed and incorporated 75 items identified by American Legal.
- Incorporated 10 additional changes identified by the Town.
- Incorporated all 2013 legislative and legal updates.

Town Identified Changes:

- Amended Section 6.5.4. R-6 Residential District.
 - Added front, Rear, and Side Yard exceptions for established subdivisions.
- Amended Section 9.36 NC State Codes
 - Removed data reference.

- Added Section 9.38.4.4. Developer’s Construction Signs.
- Amended Section 9.38.4.5. Commercial Real Estate Signs.
- Amended Section 9.45.6. Wall and Awning Signs.
- Added Section 9.45.9 Signage Standards for Specific Business Operations.
 - Signage for Retail and Restaurant Establishments.
 - Adult Entertainment Business Signs.
 -

2013 Legislative & Legal Updates:

- Amended Section 3.4 Board of Adjustment.
 - Membership.
 - Powers and Duties.
 - Quorum and voting.
 - 4/5ths vote to grant a variance.
 - Majority of the members to decide any other matter.

- Amended Section 4.4 Appeals, Variances, and Interpretations.
 - Appeals.
 - Variances.
 - Notice of Hearing.
 - Board of Adjustment Action on Appeals and Variances.
 - Evidence/Presentation of Evidence.
 - Quasi-Judicial Decision.

- Amended Section 4.7 Appeals of Quasi-Judicial Decisions.
- Amended Section 7.12 Telecommunication Facilities.
 - Purpose.
 - Compliance with Federal Law.
 - Facilities Permitted.
 - Setback.
 - Design.
 - Miscellaneous Provisions.
 - Telecommunication Facility Plans.
 - Approvals Required for Wireless Facilities and Wireless Support Structures.
 - Administrative Review and Approval process.
 - Conditional use Permit.
 - Application Review.
 - Added Telecommunication Facility definitions to Appendix A.

General Discussion (Between both Boards):

After discussion between both Boards, the following items were changed:

- Section 9.45.10.1.1. – The word twelve should be twenty. (which has been corrected)
- Section 3.4.1. Membership – There needs to be membership clarification for the 7th member.

- Section 10.15.5. Failure to Comply with Order – In this section, it reads to “refer to Section 1.14.2”. There is no Section 1.14.2.
- Section 7.12.1.10 and Section 7.12.1.11 are coming after 7.12.3.13, they are out of sequence.
- Section 7.12.3.2. – The word “Collocation” should be “Co-Location” and needs to be changed throughout the paragraph.
- In the Appendix, under the definition of the word antenna, the word “radio” is used which is only one form of an electro magnetic signal and should be removed because then it doesn’t limit you to radio towers.
- Section 9.45.9.1.1. – The word “are” in the last paragraph should be “area”.
- Section 9.45.9.1.2. Sandwich Board Sign. – Add a sentence to this section that says “Placement of signs shall be placed so as to not impede movement on the sidewalk”.
- Section 9.45.9.1.4. Commercial Advertisement Flags – Add wording “two flags per business but no more than six flags per parcel at one time”.

Action:

MEMBER CAMPBELL-GROTHER MADE A MOTION THAT THE PLANNING BOARD RECOMMEND THE AMENDMENTS THAT MR. HOLLAND PRESENTED TO US THIS MORNING, ALONG WITH ALL OF THE CHANGES THAT WERE DISCUSSED AND AGREED UPON TO BE SENT TO THE BOARD OF COMMISSIONERS FOR ADOPTION. MEMBER POWELL SECONDED THE MOTION. CHAIRPERSON BROWN CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSIONER DAVIS MADE A MOTION TO ACCEPT THE PLANNING BOARD’S RECOMMENDATION. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

MEMBER CAMPBELL-GROTHER MADE A MOTION TO CANCEL BOTH THE AUGUST 20TH AND AUGUST 25TH SCHEDULED MEETINGS OF THE PLANNING BOARD AS THERE IS NO BUSINESS. MEMBER POWELL SECONDED THE MOTION. CHAIRPERSON BROWN CALLED FOR A VOTE AND MOTION CARRIED BY UNANIMOUS VOTE.

Adjournment:

COMMISSIONER BRENNAN MADE A MOTION TO ADJOURN THE AUGUST 18, 2014 BOARD OF COMMISSIONERS SPECIAL CALLED MEETING. COMMISSIONER MANNING SECONDED THE MOTION. MAYOR GOODENOUGH CALLED FOR A VOTE AND THE MOTION CARRIED BY UNANIMOUS VOTE.

MEMBER O'REILLY MADE A MOTION TO ADJOURN THE AUGUST 18, 2014
PLANNING BOARD SPECIAL CALLED MEETING. MEMBER POWELL
SECONDED THE MOTION. CHAIRPERSON BROWN CALLED FOR A VOTE AND
MOTION CARRIED BY UNANIMOUS VOTE.

Mayor Walter Goodenough

Submitted by:
Nicole Marks
Town Clerk



TOWN OF CAROLINA SHORES BOARD OF COMMISSIONERS

A RESOLUTION
DECLARING CONSTITUTION WEEK

WHEREAS, the Board of Commissioners of the Town of Carolina Shores has been made aware that the 227th anniversary of the signing of the United States Constitution occurs this year; and

WHEREAS, to celebrate this anniversary and the fact that the State of North Carolina was one of the original, thirteen signatories; and

WHEREAS, in recognition of the original founders from the State of North Carolina who signed the United States Constitution: Richard Dobbs Spaight, William Blount, and Hugh Williamson; and

WHEREAS, in recognition of those citizens who, unnamed, laid down their lives, their property, then and now for the great nation of these United States of America

NOW, THEREFORE BE IT RESOLVED that the Town of Carolina Shores Board of Commissioners does hereby:

1. Extend its appreciation to the State of North Carolina led by Governor Patrick McCrory.
2. Commends the excellence of North Carolina's emergency management professionals led by Director Michael Sprayberry and staff.
3. Authorizes both the Mayor and Administrator to extend to the aforementioned the appreciation, gratitude, and commendation of the Board of Commissioners and in like manner continue to promote and further the positive partnership the Town of Carolina Shores has with the State of North Carolina.

In the COUNTY OF BRUNSWICK

Adopted this 4th Day of September, 2014

TOWN OF CAROLINA SHORES BOARD OF COMMISSIONERS

By: _____
Mr. Walter Goodenough, Mayor

Ms. Nicole Marks, Clerk to the Board



**Town of Carolina Shores
Resolution
Halloween Observance 2014**

WHEREAS, the Mayor and Board of Commissioners of the Town of Carolina Shores recognize the observance and participation of Halloween Trick-or-Treating; and

WHEREAS, persons that desire to participate in Halloween Trick-or-Treating should observe certain safety, courtesy and common sense guidelines; and

WHEREAS, Halloween should take place on Friday, October 31, 2014, preferably between early evening and 8:30 p.m.; and

WHEREAS, all children taking part in Trick-or-Treating should be clothed in safe costumes that do not obstruct the children's vision and have materials that can be seen by motorists; and

WHEREAS, those not wishing to participate in Halloween Trick-or-Treating preferably do so by leaving their front porch lights off and that participants respect the wishes of those who choose not to participate in Halloween Trick-or-Treating by not visiting homes where porch lights are off.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Town of Carolina Shores recommends that persons who desire to participate in Halloween Trick-or-Treating observe the safe, courteous and common sense guidelines listed above.

This the ____ day of September, 2014.

Mayor Walter B. Goodenough

Nicole L. Marks, Town Clerk

ATTEST:

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Administrative Report
Contact: Mr. Jon Mendenhall, Town Administrator
Location: Administrative Reports
"Administrative Reports"
Follow-up: None
Requested Action: Receive reports on the administration of the Town
Budgetary Impact: None

Narrative:

This item presents for the Board's information various reports on the administration of the Town.


TOWN OF CAROLINA SHORES NORTH CAROLINA

200 Persimmon Road
Carolina Shores, NC 28467



Phone 910-575-4877
Fax 910-575-4812

MEMORANDUM

TO: Mayor and Board of Commissioners
FROM:  Jon M. Mendenhall, Town Administrator
SUBJECT: August 2014 Administrative Report
DATE: 8/20/14
ENCL: None
CC: File

This report serves as the report of administrative activities undertaken by the Town in the month of August and summarizes administrative, operational, and project updates for the reporting period. This report also summarizes and provides a brief narrative on items of business to be considered at the Regular Meeting of the Board.

Administrative

Administrative work for August has focused on communications enhancements: the website has been updated and revamped to provide greater access to the public and a monthly newsletter entitled the Town of Carolina Shores Bulletin has been published (the first issue is the August 2014 issue). The hiring process has been initiated as instructed for the Code Compliance Officer and the Maintenance Technician.

Operational

Finance

Finance is working with the auditor on the annual audit. Finance is assisting in the Clubview project and has provided a great deal of assistance with equipment acquisitions. Please refer to the financials for more detailed financial information.

Public Works

Public Works is continuing with their operations and maintenance activities of road and drainage ways. A new schedule was implemented in July, August represents the second month of such schedule to allow for regular scheduling of work activities. Equipment acquisitions are nearly complete pursuant to the FY 15 budget and the emergency preparedness allocation.

Please refer to the Public Works Report for more detailed information.

Inspections

Inspections is continuing to work through a busier building period, great deal of activity is continuing to occur at Calabash Lakes and four houses are being framed in Lighthouse Cove. August revenues are steady with revenues exceeding budget for budget year to date. The Board is suggested to begin evaluating what manpower needs may be should this tempo continue.

Project

Code

UDO changes are being transmitted to American Legal Publishing, solid waste changes will be transmitted following adoption in September. Other changes such as to drainage and motor vehicles/traffic as well as fines will be relayed to the Board digitally and resolved after review (since these items are relatively pro-forma). Once American Legal Publishing completes their work a public hearing will be scheduled for omnibus adoption.

Resurfacing

Clubview Reconstruction

1. Engineering Services – at the meeting in June, the Board was asked to name a engineering service firm(s) for the Clubview Project; staff is working with: Ms. Aimee Drucker P.E. on roadway work and on drainage work
2. Preliminaries – the preliminary engineering process has been completed
3. Bid Phase – bid phase will conclude on 9/2 at 9am with the bid opening, an apparent low will be announced and that information will be brought to the Board at the Workshop meeting, the bids will be tabulated/checked/references checked and the lowest responsive bidder will be recommended by the Town Engineer at the regular meeting on 9/4.
4. Construction – ideally, construction should start in the September timeframe with asphalt work occurring in October

Drainage

Roadside Drainage Maintenance

1. Roadside Drainage – Public Works staff will be continue to measure elevations on several roadside drainage ditches in order to allow for these ditches to be pulled and de-silted/fall-lines reestablished. We are in the process of scheduling a block meeting with impacted property owners (notices have gone out for Swamp Fox Dr between Sand Dollar Dr and Calabash Dr)

Incorporations via Reference

Public Works – please refer to the Public Works Report

Inspections – please refer to the Inspections Report

Public Safety – please refer to the Calabash VFD and Calabash Rescue Squad Reports as provided

TOWN OF CAROLINA SHORES
NORTH CAROLINA

Agenda Item #4

200 Persimmon Road
Carolina Shores, NC 28467



Phone 910-575-4877
Fax 910-575-4812

MEMORANDUM

TO: Mayor and Board of Commissioners

From: Tom Donlon, Public Works Supervisor

Subject: August 2014 Report

Swales:

The swales were cut in Maint Zones 1,2,3,4 and are working properly as evidence by the heavy rain storms during the month. We continue to accumulate a file for elevation work in problem areas. These areas will be addressed in a systematic order as weather permits. We have a dump truck and are awaiting delivery of a clean out bucket to assist us in this effort.

Street

The empty lots and public area in Maint Zone 1,2,3,4 were mowed for the third time. Additional road reflectors were ordered and delivered . and placement of such have yet to be determined.

Safety

The crew passed the following courses which are done on Fridays.

Traffic control and flagger safety

Avoiding Collisions

Storm Water

A bush hog has been purchased to be used in tandem with boom mower for cutting easements.

General

John Liebley and Bill Czernecky have both completed training on the back hoe used in the Convince Center
John Liebly did a great job on power washing the sidewalks at Town Hall while working in extreme heat.

ACTIVITY REPORT – BUILDING PERMITS
TOWN OF CAROLINA SHORES
AUGUST 1-20, 2014

| | |
|--|--------------------|
| Single Family Residence | 9 |
| Total Cost of Construction (Stick built – SF | \$1,282,623 |
| Multi- Unit Housing | 0 |
| Total Cost of Construction (Multi Unit Housing) | \$0 |
| Modular Home Permits | 0 |
| Total Cost of Construction – Modular | \$0 |
| Manufactured Home Permits | 0 |
| Total Cost of Construction – Manufactured Homes | \$0 |
| Commercial/Industrial Building Permits | 0 |
| Total Cost of Construction Commercial/Industrial Building | \$0 |
| TOTAL BUILDING PERMIT CONSTRUCTION VALUATION | \$1,282,623 |
| Other Building Permits (i.e. Addition, fence, deck, garage, shed, sunroom, mail station, concrete/asphalt paving, roof over deck, windows) construction valuation | \$15,336 (5) |
| Building Permits | 14 |
| Demolition | 0 |
| Electrical Permits | 2 |
| Mechanical Permits/Gas Permits | 7 7/0 |
| Plumbing Permits | 1 |
| Sign Commercial | 1 |
| Inspections Completed | 138 (8/1-19, 2014) |
| Certificate of Occupancy Certificates | 0 |
| TOTAL CERTIFICATE OF OCCUPANCY (CONSTRUCTION) VALUATION | \$0 |
| PERMIT FEE REVENUE | \$17,048.65 |

Cc: Town Administrator – PRELIMINARY REPORT 8/1-20, 2014
Judy – Brunswick Co. Inspection Dept. 253-2024

CALABASH FIRE DEPARTMENT

ALARM REPORT

JULY 2014

| | BUILDINGS FIRES | FLASE ALARMS | WOODS BRUSH | MVA NO INJ | MVA INJ/EXT | VEHICLE FIRE | RESCUE | OTHER* | EMS | TOTAL |
|--------------------------------|--------------------|-----------------|----------------|---------------|----------------|-----------------|--------|--------|-----|-------|
| NUMBERS OF RESPONSES | 11 | 3 | 1 | 4 | 4 | 0 | 0 | 16 | 104 | 143 |
| FIREFIGHTERS RESPONDING | 85 | 21 | 10 | 26 | 25 | 0 | 0 | 87 | 502 | 756 |

APPARATUS RESPONSE

| | |
|--------------------------------|-----|
| LADDER 1260 | 14 |
| TANKER 1265 | 1 |
| ENGINE 1270 | 1 |
| ENGINE 1271 | 0 |
| RESCUE ENGINE 1272 | 43 |
| CHIEF'S VEHICLE 1280 | 15 |
| ASSISTANT CHIEF'S VEHICLE 1281 | 7 |
| UTILITY 1282 | 0 |
| FIRST RESPONDER 1284 | 73 |
| BRUSH 1285 | 27 |
| RESCUE 1295 | 7 |
| STATION | 122 |
| POV | 5 |

MUTUAL AID

| | |
|----------|----|
| GIVEN | 10 |
| RECEIVED | 3 |

EMERGENCY CALLS

| | FIRE | MISC | EMS | TOTAL |
|-----------------------------|------|------|-----|-------|
| TOWN OF CALABASH | 3 | 7 | 31 | 41 |
| TOWN OF CAROLINA SHORES | 0 | 6 | 38 | 44 |
| BRUNSWICK COUNTY (CFD DIST) | 1 | 8 | 35 | 44 |
| BRUNSWICK COUNTY MUTUAL AID | 4 | 2 | 0 | 6 |
| HORRY COUNTY MUTUAL AID | 3 | 5 | 0 | 8 |
| TOTAL | 11 | 28 | 104 | 143 |

OTHER CALLS*

| |
|-------------------------------|
| 5-SMOKE DETECTOR BATT CHANGES |
| 3-LOCK OUTS CARS |
| 2-ERROR CALLS |
| 2-LIFT ASSIST |
| 2-STAND BY STATIONS 11 & 2 |
| 1-CO DETECTOR |
| 1-ASSIST DISABLED VEHICLE |
| |
| |
| |

YTD CALLS - 1,029

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Public Hearings

Contact: Mr. Walter B. Goodenough, Mayor

Location: Public Hearings
"Public Hearings"

Follow-up: None

Requested Action: Conduct Public Hearing(s) as scheduled

Budgetary Impact: None

Narrative:

This item presents for the Board's action various public hearings as scheduled by the Board subject to the rules of procedure duly adopted by the Board of Commissioners and further subject to the requirements of the North Carolina General Statutes.

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Second Reading and Adoption of a Solid Waste Ordinance
Contact: Mr. Jon M. Mendenhall, Town Administrator
Location: New Business
Follow-up: None
Requested Action: Action (motion, second, vote)
Budgetary Impact: None

Narrative:

This item seeks the Board's consideration of a solid waste ordinance.

See Exhibit A, Solid Waste Ordinance

Town of Carolina Shores Board of Commissioners

ORDINANCE

AN ORDINANCE OF THE TOWN OF CAROLINA SHORES,
PROVIDING FOR THE ADOPTION OF A GENERAL
ORDINANCE – TO REGULATE SOLID WASTE
MANAGEMENT

A GENERAL ORDINANCE AS DEFINED IN GS 160A-77

Be it ordained by the Board of Commissioners of the Town of Carolina Shores as follows:

Section 1: Adoption of a General Ordinance To Regulate Solid Waste Management

Title IV Public Works

42 Solid Waste

42.01 Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. For the purposes of this chapter the following terms, phrases, words, and their derivations, shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ASHES." The residue from the burning of wood, coal, coke, or other combustible materials.

"BUILDING MATERIALS." Materials such as lumber, brick, plaster, guttering, or other substances accumulated as a result of repairs or additions to existing buildings, construction of new buildings or demolition of existing structures.

"COMMERCIAL AND BUSINESS UNIT." Any building or structure in or from which a business, trade, or commerce is conducted.

"CONSTRUCTION OR DEMOLITION MATERIAL." Waste building materials resulting from construction, remodeling, repair or demolition operations.

"CONTRACT DOCUMENTS." The request for proposals, instructions to proposers, contractor's proposal, general specifications, the contract performance bond and any addenda or changes to the foregoing documents agreed to by the town and the contractor.

"CONTRACTOR." The person, corporation or partnership performing solid waste collection services under contract to the town or county.

"DIRECTOR." The Director of Public Works of the town.

"DISPOSAL SITE." A refuse depository including but not limited to sanitary landfills, transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.

"GARBAGE." Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of construction debris, yard waste, or hazardous waste.

"HAZARDOUS WASTE." Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this contract, the term hazardous waste shall also include motor oil, gasoline, paint, and items containing freon or chlorofluorocarbons.

"LANDFILL." A licensed landfill for the acceptance of municipal solid waste.

"LARGE MULTI-FAMILY UNITS." Any group of apartments under the same ownership with more than ten living units.

"MEDICAL WASTE." Generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals.

"RECYCLING CONTAINER." Container designed for use by residential units for storage and removal of recyclable materials.

"RECYCLABLE MATERIALS." Newsprint; brown, clear and green glass and jars; corrugated cardboard; aluminum and bi-metal cans; HDPE clear plastic milk jugs and PET plastic soft drink containers; or any other commodity agreed upon in writing by the town and contractor.

"RESIDENTIAL UNITS." An occupied dwelling (whether a single family home or a multi-family unit) containing ten or less units within the corporate limits of the town requiring curbside collection. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

"TOWN." The Town of Carolina Shores, North Carolina.

"WHEELED CONTAINER." A plastic covered container permanently attached to wheels designed for use by residential units for storage of garbage and other miscellaneous refuse with a capacity of not less than 90 gallons.

"WHITE GOODS." Large domestic appliances, including but not limited to, stoves, water heaters, refrigerators, freezers, window air conditioning units.

"YARD WASTE." All tree trimmings, dead plants, weeds, leaves, and dead tree debris not exceeding six feet (6') in length, and which can be readily loaded by two laborers; and trimmings and grass clippings placed in plastic bags which weigh no more than 50 lbs.

42.02 Solid Waste Collection Standards

(A) Except as provided in divisions (1) through (3) below, all refuse accumulated in the town shall be collected, conveyed, and disposed of by the town, county, or their authorized contractor. No person shall collect, convey over any of the streets or alleys of the town, or dispose of, any refuse accumulated in the town.

1. This chapter shall not prohibit the actual producers of refuse, or the owners of premises on which refuse has accumulated, from

personally collecting, conveying, and disposing of the refuse, provided the producers or owners comply with the provisions of this chapter and with any other governing law or ordinances.

2. This chapter shall not prohibit any person operating under a license or franchise expressly granted by the governing authorities the Town from collecting, conveying, and disposing of refuse provided the persons comply with the provisions of this chapter and with any other governing law or ordinances.
3. This chapter shall not prohibit collectors of refuse from outside of the town from hauling refuse over town streets, provided the collectors comply with the provisions of this chapter and with any other governing law or ordinances.

- (B) All refuse accumulated in the town shall be collected, conveyed, and disposed of by the town, county, or their contractor under the supervision of the Director of Public Works. The Director shall have the authority to make regulations concerning the days of collection, type and location of waste containers, and any other matters pertaining to the collection, conveyance, and disposal as he shall find necessary, and to change and modify the regulations after notice to the public, provided that the regulations are not contrary to the provisions of this chapter. Any person aggrieved by a regulation of the Director shall have the right of appeal to the Town Administrator who shall have the authority to confirm, modify, or revoke any regulations.

42.03 Pre-Collection Practices

- (A) Preparation of Refuse

All refuse entering the solid waste management system of the town shall be prepared in the following uniform manner:

1. Garbage. All garbage, before being placed in a container for collection, shall have drained from it all free liquids and must be bagged.
2. Rubbish. All rubbish shall be drained of liquid before being deposited for collection.

3. Excess garbage, rubbish and residential trash. Garbage, rubbish and residential trash that cannot be placed in the wheeled container shall not be placed next to the container for collection. This type of waste shall be the responsibility of the waste producer to remove and dispose of via a non-curbside collection method.
4. Yard waste. Tree trimmings, hedge clippings, and similar material shall be cut to a length not to exceed six feet and shall be the responsibility of the waste producer to remove and dispose of via a non-curbside collection method. Each residence shall be limited to a maximum of eight cubic yards of yard waste per month to be disposed at the Town's solid waste convenience site.
5. Recyclable materials. All recyclable materials being placed in a container for collection shall have drained from it all free liquids.

(B) Refuse Producers

1. Residential producers. Residential refuse producers have available to them the use and enjoyment of the town solid waste convenience site and pursuant to Section 42.02 some neighborhoods have the use and enjoyment of curbside solid waste collection by a contractor. For those residential producers with curbside solid waste collection, refuse containers for residential units shall be a wheeled container provided by the town, county, or contractor. Any owner, tenant, lessee or occupant of any residential unit desiring additional wheeled containers beyond what is provided for by the town, county or contractor as part of the basic service, shall have the option of contacting the town, county, or contractor for additional containers. For those residential producers with convenience site collection only, Section 42.02 promulgated regulations shall apply for the use of the town solid waste convenience site. For residential producers with curbside solid waste collection, the convenience of curbside recyclable collection is available for a fee. For residential producers without curbside solid waste collection, no curbside recyclable collection is available. For all residential producers of garbage, refuse, yard waste, and recyclables, the town convenience site is available and governed under rules promulgated pursuant to Section 42.02.
2. Commercial and business producers. No commercial, industrial, business, or non-residential waste shall be allowed into the solid waste management system of the town.

(C) Storing of refuse.

1. Containers. All refuse which readily fits into the container shall be placed in a container.
2. Public places. No person shall place any refuse in any street, alley, or other public place, or on any private property whether owned by the person or not, within the town except in proper containers for collection, or under express approval granted by the Director of Public Works. Nor shall any person throw or deposit any refuse in any stream or other body of water.
3. Scattering of refuse. No person shall cast, place, sweep, or deposit anywhere within the town any refuse in such a manner that it may be carried or deposited by the elements on any street, sidewalk, alley, sewer, parkway, or other public place, or into any occupied premises within the town. Remedy for the correction of such a situation shall be performed by the property owner at the direction of the town.

(D) Points of collection.

1. Wheeled containers. Where the wheeled container is used the owner, tenant, lessee, or occupant of the premises shall be responsible for causing the wheeled container to be placed at the curb or side of the street, but not in the portion of the street used for vehicular travel, at a place readily accessible for collection by the town, county, or contractor. The wheeled containers shall be so located not earlier than 6:00 p.m. the day prior to collection nor later than 8:00 a.m. on the day of the pickup and must be removed from the street location not later than 6:00 p.m. the same day. If there is no member of the premises or household to which a wheeled container is assigned who is capable of moving the wheeled container as required herein, he shall notify the town, county, or contractor in writing of the existence of the disability. In this event, the disabled person shall furnish a physician's certificate confirming the disability and on the failure of the alleged disabled person to furnish the certificate within ten days after required, the alleged disabled person shall be deemed physically able to comply with all the provisions of this section. No person shall molest or interfere with the contents of any wheeled container or the container itself which has been set out for collection and removal by the town.
2. Roll-off container, detachable containers and dumpster. Where a roll-off container, detachable containers or dumpster is used, the owner, tenant, lessee, or occupant of

the premises shall provide a location for the container off the right of way.

3. Obstacles to collection. The owner, tenant, lessee, or occupant of the premises shall have the responsibility of keeping the premises free from dogs or any other obstacle which would hinder or impede town, county or contractor personnel from removing or returning the container to the premises.

42.04 Collection Practices

(A) Curbside Collection

Curbside collection by the town, county, or contractor thereof shall be provided pursuant to Section 42.02

(B) Convenience Site Collection

Convenience site collection by the town, county, or contractor thereof shall be provided pursuant to Section 42.02 with the following supplemental standards:

1. This chapter shall not prohibit collectors of refuse from outside of the town from hauling refuse over town streets, provided the collectors comply with the provisions of this chapter and with any other governing law or ordinances.

42.05 Special Refuse Standards

(A) Communicable Disease Prevention

1. Contagious disease refuse. The removal of wearing apparel, bedding, or other refuse from homes or other places where highly infectious or contagious diseases have prevailed should be performed under the supervision and direction of the North Carolina Department of Environment and Natural Resources. This refuse shall not be placed in containers for regular collection.
2. Medical waste. Medical waste shall not be placed in any receptacle provided by the town or its contractor and shall not be placed out for collection by the town or its contractor.

(B) Hazardous Waste

1. Flammable or explosive refuse. Highly flammable or explosive materials shall not be placed in containers for regular collection but shall be disposed of as directed by the Director of Public Works at the expense of the owner or possessor thereof.
2. Tires. Whole automobile, truck, tractor, or implement tires shall not be placed in containers for collection and will not be collected under any circumstances.
3. No hazardous solid or liquid waste shall be put in any receptacle for collection by the town or its contractor.
4. Ashes. No hot ash shall be placed in wheeled containers. All ashes set out for collection shall be cooled and be placed in plastic bags for collection.

(C) Other Wastes

1. No tree limbs, stumps, logs, or other large material that cannot be readily loaded by two laborers shall be hauled by the town. No tree limbs cut by landscape or tree service contractors or workmen will be hauled by the town or its contractor.
2. No building materials, roofing, soil, dirt, rock, or concrete will be collected or hauled by the town or its contractor.
3. Small dead animals will be picked up as needed by the Department of Public Works. Persons having small dead animals on Saturday, Sunday and holidays should put the animal in an airtight plastic bag and securely tie same until next available collection day.

Section 2: All solid waste management policies, procedures, or operational paradigms established by the Board of Commissioners prior to the adopted date are hereby repealed. Pursuant to Section 1, the Director of Public Works may promulgate provisions of operational procedure to effect a similar level of service provision for recipients of services.

Section 3: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: This ordinance shall be effective as of the date of the date of final adoption.

In the COUNTY OF BRUNSWICK

Adopted this ____ Day of _____, 2014

TOWN OF CAROLINA SHORES BOARD OF COMMISSIONERS

By: _____
Walter B. Goodenough, Mayor

Nicole Marks, Clerk to the Board

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Appointments to the Tree Advisory Committee
Contact: Mr. Jon M. Mendenhall, Town Administrator
Location: New Business
Follow-up: None
Requested Action: Action (motion, second, vote)
Budgetary Impact: None

Narrative:

This item seeks the Board's consideration of reappointing members to the Tree Advisory Committee who have expired terms.

See Exhibit B, Resolution

Town of Carolina Shores



Resolution Confirming Re-Appointments of the Tree Advisory Committee

WHEREAS, the Board of Commissioners has established the Tree Advisory Committee for the Town of Carolina Shores under section 9.13.1.1 of the Unified Development Ordinance adopted on September 6, 2012 , and

WHEREAS, the Mayor has re-appointed the following members and membership terms for the Tree Advisory Committee:

- Harry Keating 3 Year Term Term Expires: 09/30/17
- John Russo 3 Year Term Term Expires: 09/30/17
- Tristan Mardall 3 Year Term Term Expires: 09/30/17

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners for the Town of Carolina Shores does hereby confirm the Mayor’s re-appointments listed above as members of the Tree Advisory Committee for the Town of Carolina Shores.

Approved this ____ day of September, 2014.

Mayor Walter B. Goodenough

Nicole L. Marks
Town Clerk

ATTEST:

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Appropriations for Physical Plant Access Control Upgrades
Contact: Mr. Jon M. Mendenhall, Town Administrator
Location: New Business
Follow-up: None
Requested Action: Action (motion, second, vote)
Budgetary Impact: New, unbudgeted expenditure, use of budgeted contingency

Narrative:

This item seeks the Board's consideration of physical plant upgrades related to access control of Town buildings. The system being proposed is expandable, web integrated, and would allow for an employee/volunteer credentialing system.

See Exhibit C, Proposal



August 11, 2014

Jon M. Mendenhall
Town Administrator
Town of Carolina Shores
200 Persimmon Road
Carolina Shores, NC 28467

RE: Access Control, Surveillance and Photo Badge Systems
Town of Carolina Shores – 200 Persimmon Road
Cost Proposal # 14-7 Rev. 3.0
Via: email

Mr. Mendenhall:

EAC Security is pleased to present our proposal for complete security solutions pursuant to your request at the above referenced location. By choosing EAC Security, you'll be provided security solutions today and peace of mind tomorrow.

As a regional security integrator, EAC Security is able to provide a higher and more complete level of satisfaction. From concept design through system installation, all workmanship will be performed with the highest of standards and the utmost care. With over fifteen years of industry experience, EAC knows what it takes to exceed the expectations of all our customers.

Upon acceptance of the proposal, please indicate by authorizing where indicated and returning a fully executed copy to my attention. I will contact you to schedule the installation of the proposed system upon receipt of the authorized agreement. This proposal is valid for 90 days from the date as indicated above unless extended in writing by EAC Security.

Thank you for the opportunity to provide these solutions and we look forward to working with you in the near future. For additional questions or if you require further information, please do not hesitate to contact me directly at (919) 448-8000.

Sincerely,

Derek R Ommert

Derek R. Ommert

Scope of Services:

Installation of Integrated Access Control system, Closed Circuit Video Surveillance system and Photo ID Badge system. Furnish and install the following proposed equipment on or at the reference locations per the site survey conducted.

Head End Control Equipment:

- One (1) Network browser based door access control panel (ACP)
- One (1) ACP power supply with battery backup
- One (1) Lock Power Supply
- One (1) Four – Channel DVR
- One (1) 19” LCD monitor
- One (1) Camera power supply

Access Control Equipment Locations:

Locations equipped with card access readers and electronic locking devices.

- Two (2) Exterior Employee Entry Doors
- Three (3) Interior Entry Doors

Camera Locations:

Location equipped with vandal resistant mini dome camera

- One (1) Main Lobby

Misc/Accessories:

- One (1) Lot Cable/Materials/Supplies
- One (1) Lot of Fifty (50) Proximity Cards
- One (1) Lot Labor

Optional Photo Badging:

- One (1) Single Side ID Card Printer w/ Software and one (1) color ribbon and one (1) cleaning kit
camera not included, ID pictures supplied by customer

For acceptance of the proposed system equipment, please authorize where indicated.

TERMS: Fifty (50%) percent of the installation quotation is due upon acceptance of the proposal. Upon completion of installation and customer acceptance the remaining balance (50%) to be due.

Total Installation Quotation: (sales tax not included) **\$7,350.00**

Photo Badge Equipment Option: initial for approval _____ **\$1,000.00**

Authorized Signature

Title

Printed Name

Date

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Agreement for Animal Services with Brunswick County

Contact: Mr. Jon M. Mendenhall, Town Administrator

Location: New Business

Follow-up: None

Requested Action: Action (motion, second, vote)

Budgetary Impact: Cost reduction (\$50 trip charge eliminated)

Narrative:

This item seeks the Board's consideration of a new animal services agreement with Brunswick County. No service levels will change insofar as what Town staff will provide which is: a cage for trapping of animals by residents to be loaned empty and returned empty, no Town staff will actively participate in catching, holding, storing, or any other activity normally associated with Animal Control.

See Exhibit D, Agreement

ANIMAL CONTROL INTERLOCAL AGREEMENT
BETWEEN BRUNSWICK COUNTY, THE BRUNSWICK COUNTY SHERIFF
AND
THE TOWN OF CAROLINA SHORES

This AGREEMENT entered into on 8/1/2014 between the Corporation of Brunswick County, hereinafter "Brunswick County", the Brunswick County Sheriff, hereinafter "Sheriff", and the municipal Corporation of the Town of Carolina Shores.

WITNESSETH:

WHEREAS, the Town of Carolina Shores, pursuant to the North Carolina General Statutes §160A-461, is authorized to contract with Brunswick County and Sheriff for the performance of Animal Control Services and elects to do so; and;

WHEREAS, the Town of Carolina Shores agrees to adopt and enact the Brunswick County Animal Control Ordinance verbatim with respect to the Article(s) I, II, III, IV, VIII, X, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, and XX, and adopt and enact any and all subsequent changes of the Brunswick County Animal Control Ordinance.

WHEREAS, Brunswick County, is authorized, pursuant to the North Carolina General Statutes §160A-461, to render such services and is agreeable to rendering Animal Control Services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS THEREFORE covenanted and agreed as follows:

I. OBLIGATIONS:

- 1.1. In consideration of the promise of the Town of Carolina Shores and payment of the sum hereinafter set forth. Brunswick County promises to:
 - 1.1.1 Provide Animal Control Services within the corporate limits of Town of Carolina Shores, consistent with the terms and conditions of the Brunswick County Animal Control Ordinance with respect to Article(s) I, II, III, VIII, X, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, and XX.
 - 1.1.2 Provide Animal Control Services within the corporate limits of Town of Carolina Shores, consistent with the terms and conditions of the Brunswick County Animal

Control Ordinance with respect to Article IV to the limited extent as expressly set forth herein below in section 1.2.

- 1.1.3 Maintain a business record, made available to the Town of Carolina Shores, of all actions taken under this Agreement;
 - 1.1.4 Provide a written response, upon request, outlining the actions taken by Brunswick County in response to a complaint forwarded to Brunswick County by the Town of Carolina Shores in accordance with the terms of this agreement;
 - 1.1.5 Except as set forth in section 7.1 below, services to be provided by Brunswick County pursuant to this agreement do not include legal services, which shall be provided by the Town of Carolina Shores at its own expense.
- 1.2 Enforcement of Article IV of the Brunswick County Animal Control Ordinance under this Agreement by Brunswick County and the Sheriff will be limited and defined as follows:
- 1.2.1 Sheriff will respond to animals at large, when a designated Authorized Official of the Town of Carolina Shores determines that a response is necessary based upon an animal that:
 - a. Has previously caused injury to a person or animal; or
 - b. Has displayed vicious tendencies; or
 - c. Has been a public nuisance.
 - 1.2.2 Except as set forth in paragraph 1.2.1 above, Town of Carolina Shores will capture any animals at large, confine the animal in a designated temporary holding facility and contact Sheriff who will take custody of the captured animal.
 - 1.2.3 In the event an animal captured by the Town of Carolina Shores, pursuant to paragraph 1.2.2 above, cannot be transported to the designataed temporary holding facility due to the size or demeanor of the animal, then the Town of Carolina Shores representative shall retain custody of the animal at the site of capture, and a Brunswick County Animal Protective Services Officer will respond to the site of capture as soon as reasonable possible and take custody of the animal.
- 1.3. In consideration of the promises of Brunswick County and the Sheriff herein before set forth, the Town of Carolina Shores promises to:

1.3.1 Designate in writing, to the Sheriff, the name of a primary person and an alternate person, designated as the "Authorized Official" of Town of Carolina Shores that may request a response pursuant to the terms of this Agreement.

1.3.2 Have an Authorized Official request animal control services by telephone, electronic or written request.

1.3.3 Designate in writing, to the Sheriff, the location of the temporary holding facility.

1.4 Nothing in this Agreement is intended to divest the Town of Carolina Shores of the authority to issue notices of violations or court citations for alleged violations of the Town of Carolina Shores's Animal Control Ordinance.

II. COMPENSATION:

2.1 Brunswick County will not charge the Town of Carolina Shores a fee for collection of animals pursuant to this Agreement.

2.2 Brunswick County shall have the right to demand payment from the owner, of all sums due in connection with impounding, housing and care of any animal before such animal is released to its owner or person in control of such animal,

III. TIME OF PERFORMANCE: This agreement shall become effective 8/1/2014, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter,

IV. MODIFICATIONS: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of the agreement shall be made in writing, signed by both parties, and affixed to this original agreement. Brunswick County reserves the right to modify and or increase fees in good faith.

V. TERMINATION: This agreement may be terminated without cause only after thirty (30) days written notice is given by any party. Failure to comply with any of the provisions of this agreement shall constitute material breach of contract and justify immediate termination upon notice.

VI. **MUTUAL COVENANTS:** The parties understand and agree Brunswick County and Sheriff are acting, pursuant to this agreement, as an independent contractor, with the intended following results:

- 6.1 Control of personnel (with the exception of Town of Carolina Shores Employees), standards of performance, discipline, and all other aspects of performance shall be governed entirely by Brunswick County or Sheriff, as appropriate;
- 6.2 All persons. Rendering services hereunder shall be deemed employees of Brunswick County and/or Sheriff, although they may from time to time act as commissioned officers of the Town of Carolina Shores;
- 6.3 The contact person for the Town of Carolina Shores regarding citizen complaints, service requests and general information on animal control services is the Brunswick County Sheriff or his designee;
- 6.4 In the event of a dispute between the parties as to the extent of the services to be rendered hereunder, or the minimum level or manner of performance of such service, the determination of the Brunswick County Sheriff shall be final and conclusive in all respects between parties hereto.
- 6.5 The Town of Carolina Shores shall be responsible for enforcement of violations of its Animal Control Ordinances. If any court proceeding is necessary in connection with such enforcement, the Town of Carolina Shores shall be responsible for prosecuting such action and shall pay all costs associated therewith including payment of Brunswick County or Sheriff personnel for witness purposes.

VII. **INDEMNIFICATION:** In executing this agreement, neither Brunswick County nor Sheriff assumes liability or responsibility for, or in any way releases the Town of Carolina Shores from any liability or responsibility which arises in whole or in part from the existence or effect of the Town of Carolina Shores ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Town of Carolina Shores ordinance, rule or regulation is at issue, the Town of Carolina Shores shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Town of Carolina Shores, Brunswick County, Sheriff or any of them, the Town of Carolina Shores shall satisfy the same, including all chargeable costs and attorney's fees.

VIII. **AUDITS AND INSPECTIONS:** The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by Brunswick County, Sheriff or

the Town of Carolina Shores during the term of this Agreement and six (6) years after the termination hereof. All records and documents shall be subject to the State of North Carolina record retention laws for a municipality.

- IX. **NONDISCRIMINATION:** Brunswick County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United States Department of Labor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this the 8/1/2014.

BRUNSWICK COUNTY
PHIL NORRIS, CHAIRMAN, COUNTY COMMISSIONERS

HUEY MARSHALL, COUNTY ATTORNEY

JOHN W. INGRAM, V., BRUNSWICK COUNTY SHERIFF

TOWN OF CAROLINA SHORES
BY: JON MENDENHALL, TOWN ADMINISTRATOR

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Review of Mowing Service Agreement
Contact: Mr. Jon M. Mendenhall, Town Administrator
Location: New Business
Follow-up: None
Requested Action: Action (motion, second, vote)
Budgetary Impact: Cost savings

Narrative:

This item seeks the Board's input and review of the mowing services contract with the Carolina Shores POA for mowing services rendered on Country Club Rd.

See Exhibit E, Resolution and Agreement



RESOLUTION

Approving Agreement with the Carolina Shores POA for Mowing Service in Roadway Areas

WHEREAS, The Board of Commissioners appointed a Committee of Town representatives to work with the Carolina Shores Property Owners' Association, Inc. to develop the terms of an agreement pertaining to the mowing of certain public areas located within the Carolina Shores development, and

WHEREAS, the Board further authorized the Town Attorney to prepare an agreement based on the discussions between the Town and the POA pertaining to the mowing service, and

WHEREAS, the attached Agreement for Mowing Services and related Exhibits were prepared for consideration by the Board of Commissioners and the Carolina Shores POA and were approved by the Carolina Shores POA.

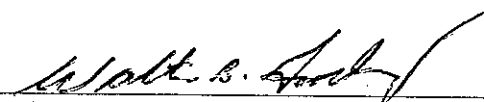
NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Town of Carolina Shores that:

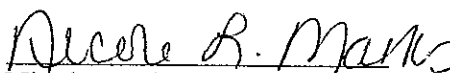
1. The attached Agreement for Mowing Services and related Exhibits are hereby approved.
2. The Mayor is hereby authorized to execute the final Agreement.

This the 5th day of September, 2013.

Attest:




Walter B. Goodenough, Mayor


Nicole Marks, Town Clerk

Agreement for Mowing Service

The following agreement is hereby entered into between the Carolina Shores Property Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of North Carolina (henceforth referred to as 'the CSPOA') and the Town of Carolina Shores, a municipal corporation organized and existing under the laws of the State of North Carolina (henceforth referred to as 'the TOCS'), in order to provide for the appropriate mowing services in the areas described in 'Exhibit A,' attached hereto, and shown on the maps designated as 'Exhibits B & C' attached hereto.

1. Carolina Shores Property Owners' Association, Inc. (CSPOA) will perform mowing in the roadway areas as described in the attached Exhibit "A" and shown on Exhibits "B" and "C". These services performed by CSPOA in this paragraph shall henceforth be referred to as "mowing service by CSPOA".
2. The mowing service by CSPOA will consist of maintaining the height of the grass at four inches or less, with mowing performed no less than every three weeks.
3. As shown in Exhibit "C", the Town of Carolina Shores (TOCS) will be responsible for the bottom portion of certain swale areas within the Country Club Road right-of-way. TOCS will trim those bottom areas of the swales where the slope is too steep for a conventional commercial mower to operate; or, in the bottom of the swale areas that are too damp for mowing and require cutting with a weed trimmer. TOCS is also responsible for the pavement area of the access roads. The swales and the access road pavement to be maintained by TOCS are generally shown as the shaded areas on Exhibit "C". These services performed by TOCS in this paragraph shall henceforth be referred to as "mowing service by TOCS".
4. Mowing service by CSPOA and mowing Service by TOCS will be performed during the growing season, generally the period beginning in March through November of each calendar year.
5. The mowing service by CSPOA and mowing Service by TOCS will include the removal of litter, such as paper products, bottles, trimmings, small limbs, pine cones, etc., prior to each mowing activity to avoid worsening the litter. The mowing service by CSPOA shall not include the removal of large limbs or trees. The mowing service by TOCS shall include the removal of debris in the aftermath of a hurricane, ice storm, wind storm, etc.
6. TOCS shall reimburse CSPOA the sum of Five Thousand Six Hundred Dollars and 0/100s (\$5,600.00) annually for performance of the Mowing Service by CSPOA. CSPOA will submit invoices to TOCS for reimbursement in June and in December of each calendar year. TOCS shall remit payment to CSPOA within fifteen (15) business days of receipt of the invoices.
7. CSPOA may, at their option, utilize a contractor to perform the mowing service by CSPOA. In such event, CSPOA will be responsible for selecting the contractor and for payments to any such selected contractor. Payments by TOCS to CSPOA for the mowing service by CSPOA will be limited to the reimbursement referenced in paragraph 6 of this Mowing Agreement.
8. TOCS and CSPOA will jointly inspect the roadway areas as described in Exhibits "A", "B" and "C" periodically to ensure that the grass is maintained properly.
9. CSPOA or TOCS, whichever party is performing the work, will hold harmless and indemnify the other party (the non-work-performing party) from all loss, costs, expenses, liability, money damages,

PKJ

WCS

penalties or claims arising out of the work that party performs under this Agreement, except for instances of negligence, malfeasance or nonfeasance by the non-work-performing party.

10. Any contractor used by CSPOA, and the CSPOA should it do any of the work itself, shall maintain the same level of insurance, including liability and workers compensation (if employees are potentially to be involved), required by the Town for any contractor it uses directly, which information shall be available from the Town Finance Director.
11. CSPOA and TOCS shall name the other as an additional insured with respect to liability for any work performed in conjunction with the agreement.
12. TOCS will reimburse CSPOA's legal fees incurred by the CSPOA pertaining to the review and negotiation of this agreement within fifteen (15) business days of receipt of the invoice.
13. CSPOA is authorized to perform commercial-type landscape improvements and maintenance beyond mowing or in lieu of mowing, such as installing and maintaining mulch, shrubs, trees, flowers, etc., in the areas referenced in Exhibits "A", "B" and "C"; provided however, the cost of such landscape maintenance will not be reimbursed. Maintenance activity other than typical commercial landscaping in the referenced areas is subject to prior written approval by TOCS.

CSPOA may also install and maintain signage and associated lighting, subject to the prior written approval of TOCS. For purposes of this agreement, signs and lighting installed in the subject areas as of July 11, 2013 are approved by TOCS. CSPOA shall be responsible for the proper care and maintenance of said signage and lighting, including electric service and the associated costs.

Upon failure of CSPOA to properly care for or maintain any existing or future landscape improvements, signage or lighting in the subject areas, TOCS shall have the right to repair, replace or remove said landscaping, signage or lighting at its sole discretion.

14. Pursuant to North Carolina General Statutes § 133-32, it is unlawful in the state of North Carolina for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offerer, seller, subcontractor, supplier or vendor), to make gifts or to give favors to any government employee.
15. Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain the appropriate (i.e. to the extent that the same apply) provisions regarding the utilization of minority businesses, women businesses, or small professional service firms (SPSF) as required by NCGS § 136-28.4 and the North Carolina Administrative Code. The provisions to be contained are available on the North Carolina Department of Transportation's website at:
www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
16. It is the strong preference of the Town that the CSPOA not enter into any agreement with, or use the services of, another party for the purpose of performing the tasks described in this agreement, that has been debarred by any government agency, federal or state. CSPOA agrees to make all reasonable efforts to comply with this preference by diligent inquiry.
17. Either party may terminate this agreement, with or without cause, with ninety (90) days written notice to the other party. In the event the agreement is terminated during the mowing season, the annual compensation identified in paragraph six herein shall be computed in the following manner: \$5,600 divided by the number of weeks in the months of March through November, which is thirty-nine (39), which is $\$5,600.00/39 = \143.59 per week. TOCS would pay CSPOA for the first week

Initials CSPOA: PNY

Town of Carolina Shores
Board of Commissioners Agenda Packet

Initials TOCS: PAWBA

in March through the date of the final period of the ninety day notice. By way of illustration, if CSPOA submitted notice on April 1, 2013, to have the contract terminate on July 1, 2013, then TOCS would be responsible for paying CSPOA for March 1, 2013, through July 1, 2013, in the amount of \$143.59 times eighteen (18) weeks for an amount owed of \$2,584.62.

18. All work performed under this Mowing Agreement shall be performed according to generally accepted horticultural practices, and all labor shall be performed in a substantial, skillful, and workmanlike manner.
19. Each party grants to the other a license to enter its land as necessary to perform the tasks contemplated by this agreement.
20. Entire Agreement. This Mowing Agreement contains, merges, and integrates the entire agreement and understanding between the parties to this Agreement, and there are no oral or written agreements, promises, or understandings between the parties other than those expressly stated in this Agreement. Any and all prior contracts, negotiations, agreements, promises, statements, and understandings between the parties are considered superseded, withdrawn, and cancelled unless expressly stated otherwise in this Agreement. It would be improper for a party or anyone else to ever attempt to claim that a party to this Agreement is required to do something that is not expressly stated in this Agreement.
21. Modification. This Agreement may not be modified, amended, superseded or cancelled orally or in any manner other than by written instrument signed by the parties to this Agreement.
22. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of the Agreement, and the remaining provisions will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.
23. Execution of Documents. Each of the parties to this Agreement shall execute such further documents and writings that may be necessary to effectuate the terms and conditions of this Agreement.
24. Enforcement of this Agreement. In any future litigation instituted concerning the enforcement, interpretation or effect of this Agreement, including any action for breach, each prevailing party will be entitled to recovery of the reasonable attorneys' fees and costs incurred from each non-prevailing party.
25. Representation. The parties agree that S. Denise Watts and Watts & Easley PLLC represented CSPOA and that TOCS was represented by Attorney E. Holt Moore, III of The Law Offices of E. Holt Moore, III.
26. Receipt of copy of the Agreement. The parties received a copy of this Agreement when they signed it.
27. Acknowledgment of Understanding. The parties hereby declare and represent in making this Agreement that the parties rely wholly upon their own judgment, belief, and knowledge of the nature, extent, and duration of said claims, and parties have not been influenced to any extent in making this Agreement by any representations or statements regarding said claims, or regarding any other matters. The parties further state that they have carefully read the foregoing Agreement and know contents thereof, and the parties sign of their own free act.

28. Authority to Execute Agreement. The individual signatory or signatories executing this Agreement on behalf of TOCS and CSPOA hereby warrants and represents that he or she is fully authorized and empowered by said Entity to execute this Agreement on its behalf.
29. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 5th day of September, 2013.

TOWN OF CAROLINA SHORES

By: [Signature]
Walter Goodenough, Mayor, Town of Carolina Shores

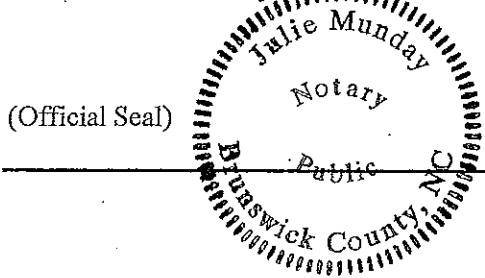
Attest: [Signature]
Mike Hargett, Town Administrator
Nicole L. Marks, TOWN CLERK



State of NORTH CAROLINA
County of BRUNSWICK

I, Julie Munday, the undersigned Notary Public for said County and State do hereby certify that Walter Goodenough either being personally known to me or proven by satisfactory evidence, said evidence being NCDL, personally appeared before me this day and being duly sworn acknowledged that she is the Administrator for the Town of Carolina Shores, and that by authority duly given and as the act of the Town of Carolina Shores, the foregoing instrument was signed in its name by its Mayor, sealed with its municipal seal, and attested by the above named Administrator.

WITNESS my hand and official stamp or seal, this 5th day of September, 2013.



[Signature]
Notary Public
My Commission Expires: 2-25-2016

This instrument has been
preaudited in the manner required
by the Local Government and
Fiscal Control Act
[Signature]

CAROLINA SHORES PROPERTY OWNERS' ASSOCIATION, INC.

By: Peter Gulliver
Peter Gulliver, President

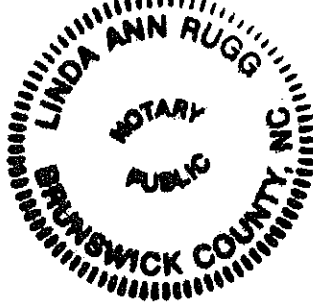
State of North Carolina
County of Brunswick

I, Linda Ann Rugg, the undersigned Notary Public of the County of Brunswick, State of North Carolina, certify that Peter Gulliver, either being personally known to me or proven by satisfactory evidence, said evidence being _____, personally appeared before me this day and acknowledged that he is the President of Carolina Shores Property Owners Association, Inc., a North Carolina corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act.

Witness my hand and Notarial stamp or seal, this 4 day of September, 2013.

Linda Ann Rugg
Notary Public
My Commission Expires: 2/19/2017

(Official Seal)



Initials CSPOA: PLG

Exhibit "A"

Description of Areas to be Mowed

Agreement for Mowing Service (TOCS and CSPOA)

The Gates Access Roads

The areas known as the Gates access roads are owned by the Town of Carolina Shores and are located on both sides of County Club Road. These rights-of-way areas are generally fifty feet in width. As depicted on Exhibit "C", the area to be mowed extends from the property line of the residential lots adjacent to the access road right-of-way to the "Buffer Areas" owned by CSPOA, excluding the area extending from the access road pavement to the property line of the residences. The area between the residential property line and the edge of the paved area may be excluded for most of this area; provided, that suitable landscape is being properly maintained by the adjoining residential owner.

Country Club Road

Country Club Road is a 60-foot, State-owned right-of-way. It consists of roadway pavement approximately twenty-two (22) feet in width roughly centered in the right-of-way and grass shoulders areas with drainage swales/ditches on both sides extending from the edge of pavement to the right-of-way line. The area to be mowed is the grass shoulder areas on both sides for the entire length of the road with the exception of the following areas:

1. The area from Hwy 17 to Gate 12 (both sides of the road).
2. The area from end of the Gate 6 area to Hwy 179 on the west side of County Club Road.
3. The area from Gate 3 access road to Hwy 179 on the east side of County Club Road.
4. The areas of the drainage swales/ditches in the County Club Road right-of-way (both sides) where the side slope is too steep to mow with a conventional commercial mower, and, the areas in or near the bottom of the swale/ditch that are too damp to mow and require cutting with a weed trimmer.

The general locations of the first three areas described above are depicted as cross-hatched on Exhibit "B". The fourth area is generally depicted on Exhibit "C".

Exhibit "C" depicts a typical cross section of County Club Road with the areas to be mowed noted. The area to be mowed applies to both sides of the pavement.

Roadway Medians

Roadway Medians are landscaped areas located roughly in the corner of certain Town streets. The medians included in this agreement are shown generally on Exhibit "B" and are located on both ends of Carolina Shores Parkway, Sunfield Drive at Persimmon Road and Pinewood Drive at Thomasboro Road. The area to be mowed includes the entire area within the median.

Buffer Areas

Buffer areas are small strips of land owned by CSPOA located between the Gates Access Roads and Country Club Road, as shown on Exhibit "C". They range from approximately eight (8) to forty (40) feet in width and are generally grassed areas with mature pine trees. These areas are the responsibility of CSPOA and are therefore not included in the reimbursement for mowing.

EXHIBIT "B" GENERAL LOCATION OF MEDIAN'S GATES ACROSS PERMITS
 ADJACENT TO MAINING SERVICES (TACS & CSTR)

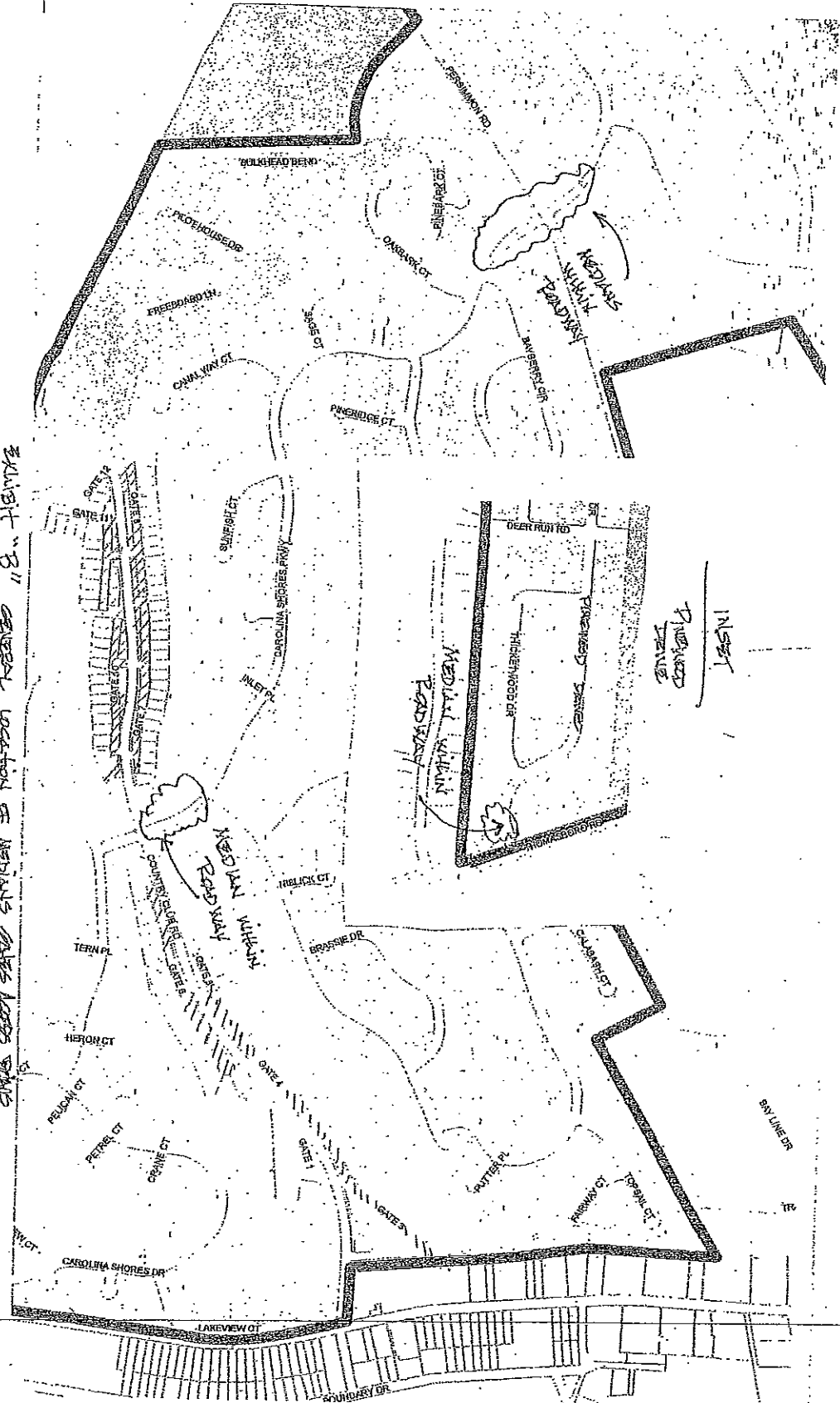
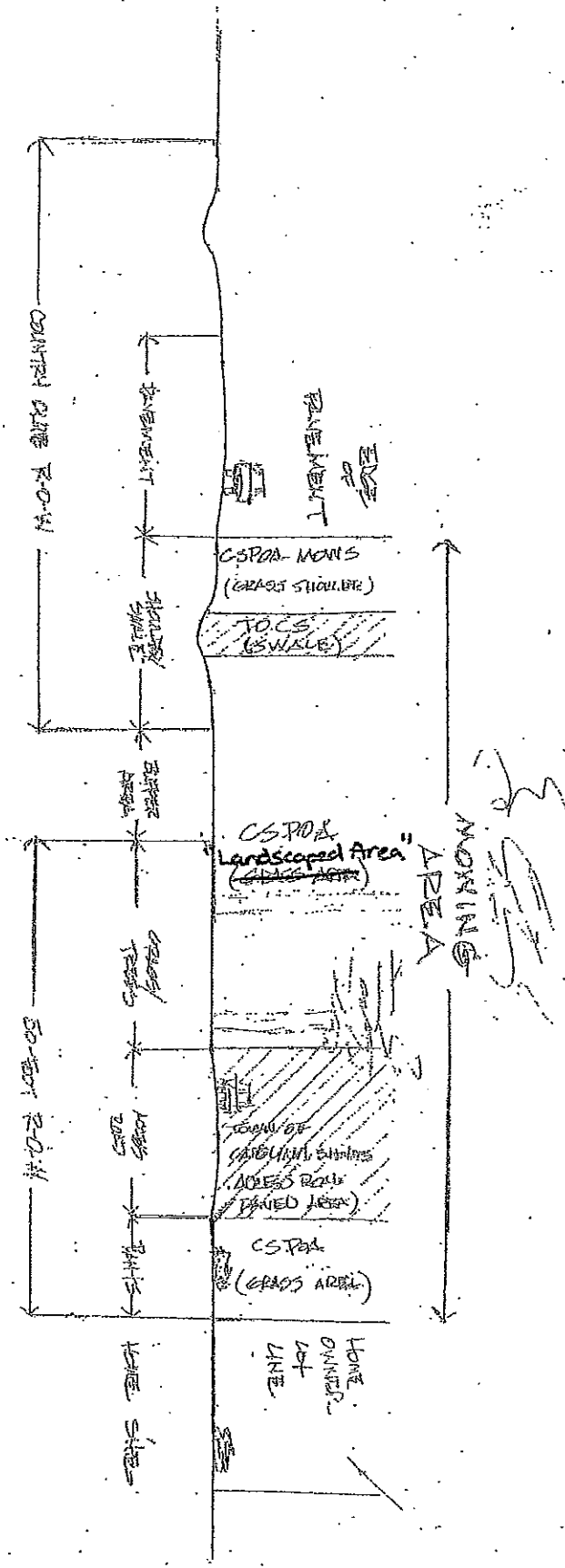


EXHIBIT "C" CROSS SECTION: GATES ACCESS RD / COUNTRY CLUB-EST.

AGREEMENT FOR MOWING SERVICES (TOS & CSPDA)



CAROLINA SHORES, NC

COUNTRY CLUB / GATES ROADWAYS
TYPICAL SECTION
/ ALL DIMENSIONS APPROXIMATE - NTS

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Mayor and Board of Commissioners Comments
Contact: Mr. Walter B. Goodenough, Mayor
Location: Mayor and Board of Commissioners Comments
"Mayor and Board of Commissioners Comments"
Follow-up: None
Requested Action: Allow time for Mayor and Board comment.
Budgetary Impact: None
Narrative:
This item presents a time for Mayor and Board's discussion.

Town of Carolina Shores Board of Commissioners
Agenda Item Summarization & Narrative

Item: Closed Session

Contact: Mr. Walter B. Goodenough, Mayor

Location: Closed Session
[As specified on the closed session notice and agenda]

Follow-up: None

Requested Action: Enter into closed session pursuant to the notice and agenda

Budgetary Impact: None

Narrative:

Pursuant to GS 143-318.11 Closed Sessions

§ 143-318.11. Closed sessions.

(a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the

public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

(b) Repealed by Session Laws 1991, c. 694, s. 4.

(c) Calling a Closed Session. – A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

(d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2.)