



AGENDA

Tuesday, June 11, 2024: 6:00 PM

Town Council Business Meeting

E.S. Douglass Community Center: 1185 W. Pennsylvania Ave

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. TOWN MANAGER'S COMMENTS

a. Adopt Agenda

4. PRESENTATION

a. National Pollinator Week Proclamation

The Town of Southern Pines has recently been recognized as a Bee City USA by the Xerces Society. In recognition of National Pollinator Week in June, Mayor Clement will issue a proclamation. We encourage our residents and businesses to join us in increasing native plants, providing pollinator nesting sites, and reducing the use of pesticides.

5. PUBLIC COMMENTS

6. PUBLIC HEARINGS

a. Knoll Rd. Multi-Modal Trail: 30% Design Plans

The Town Council will receive public input on the 30% design plans for the multi-modal trail propose on Knoll Rd. between Midland Rd. and Airport Rd. For more details, please see sopinesnc.info/Knoll.

b. FY 24-25 Budget

This is the second and final public hearing for the proposed FY 24-25 budget. For more details, please visit sopinesnc.info/budget.

7. ACTION ITEMS

a. Adoption of Ordinance #3058 - FY 24-25 Budget, setting a tax rate of \$0.29/\$100 valuation in addition to a MSD tax rate of \$0.60/\$100 valuation in the subject District.

b. AR-01-24: Penick Village Multifamily Apartment Buildings

John Houck II of RLPS Architects, is requesting an Architectural Compliance Permit for four multifamily apartment buildings on behalf of the legal property owner, Penick Village, Inc.

c. AR-04-24: Penick Village Maintenance Building

Neal Smith Engineering, is requesting an Architectural Compliance Permit for one maintenance building on behalf of the legal property owner, Penick Village, Inc.

d. AR-03-24: Southern Pines Surgery Center (Phase B-1 of PD-05-23)

Harold Dean Peacock of Peacock Partnership, Inc., is requesting an Architectural Compliance Permit for the first 23,543 square foot portion of a 40,000 square foot surgery center on behalf of the legal property owner, Pinehurst Surgical Clinic Reality, LLC.

e. AR-05-24: 280 Shaw Ave. Office & Storage Building

The applicant, Neal Smith Engineering, on behalf of property owner William G. Sahadi, is requesting approval of a two-story, 1,600 square-foot office and storage building located at 280 Shaw Ave.

8. CONSENT AGENDA

a. Ratify the Audit Contract for FY 23-24

FORVIS, LLP of Winston-Salem will audit and prepare the financial statements for the fiscal year ending June 30,

2024.

b. Adoption of System Development Fee Analysis

Adoption of the final System Development Fee Analysis following the Public Hearing held on May 14th.

c. Adopt Ordinance #3045: FY 24-25 Public Works & Utilities Fee Schedule

The fee schedule has been updated based on fees and rates presented in the draft budget.

d. Adopt Resolution #1088 Capital Reserve Fund - System Development Fees

Annual Resolution making appropriations to the CRF based on SDF collection estimates for the coming year and adjusted for collections over the previous twelve months.

e. Approve Resolution #1089 Adopting the 2025-2030 Capital Improvement Plan (CIP)

Staff has updated the Town's 2025-2030 CIP to align with capital projects and transfers outlined in the FY 24-25 budget.

f. Adopt Capital Project Fund Amendments

Adopt necessary changes to various Capital Project Funds as a result of having adopted the FY25 Budget

g. Approve Final Lease Amendment - 305 Trackside, LLC

Amending terms of the lease of a Town Facility through 01 06 2025.

h. Approve Appointment: Planning Board

The Planning Board has one in-town vacancy after Mr. John Earp recently moved to outside of the Southern Pines' planning jurisdiction. The town has received one application to fill the vacancy. The Planning Department recommends the following appointment to serve the remainder of John Earp's term:

- Enrique Herrera (Term to expire 5/8/26)

i. Approve the following System Development Fee Ordinances:

- Ordinance #3059 - Amending the Capital Reserve Fund for Water System Development Fees
- Ordinance #3060 - Amending the Capital Reserve Fund for Sewer System Development Fees

j. Approve Town Council Meeting Minutes for May 2024

Staff has prepared the following minutes for approval:

- May 14, 2024, Town Council Business Meeting Minutes
- May 28, 2024, Town Council Work Session Minutes

9. ADJOURNMENT

Meetings/work sessions of the Southern Pines Town Council are now available on the Town's [YouTube channel](#). Video of the Town Council meetings will be live streamed on the channel for viewing either during the meetings or after they have concluded. Please note, the video is provided only for the purposes of viewing the meetings; public comments or questions are not accepted via the live stream. To receive notifications when new content is published, please "subscribe" to the Town's channel at <https://bit.ly/3hXx2Qk>



PROCLAMATION

Parks & Recreation Month

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the Town of Southern Pines; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

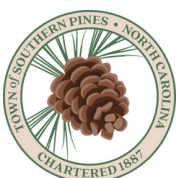
WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW THEREFORE, I, Carol R. Haney, Mayor of Southern Pines, on the 27th day of June, 2023, proclaim that July is recognized as Parks and Recreation Month in the Town of Southern Pines, North Carolina.



Carol R. Haney
Mayor, Town of Southern Pines



PROCLAMATION

Gulley's Garden Center 50th Anniversary

WHEREAS, Gulley's Garden Center, a beacon of entrepreneurship and dedication, has reached a significant milestone as it celebrates its 50th anniversary; and

WHEREAS, founded in 1974 Gulley's Garden Center has been an integral part of our community, providing high-quality products and knowledge to countless customers and contributing to the economic prosperity of our town; and

WHEREAS, through five decades of unwavering commitment to excellence and customer satisfaction, Gulley's Garden Center has established itself as a paragon of success and a symbol of resilience in the face of challenges; and

WHEREAS, the leadership, hard work, and dedication of Pete & Linda Gulley and their children have been instrumental in shaping Gulley's Garden Center into the thriving enterprise it is today; and

WHEREAS, Gulley's Garden Center has not only been a provider of goods and services but also a pillar of community support, generously giving back to the local community; and

WHEREAS, the 50th anniversary of Gulley's Garden Center is a testament to the enduring spirit of entrepreneurship, perseverance, and commitment to excellence that defines our town; and

NOW THEREFORE, I, Taylor G. Clement, Mayor of the Town of Southern Pines, on the 9th day of April, 2024, do hereby proclaim that May 18, 2024, as

"Gulley's Garden Center 50th Anniversary Day"

In honor of this momentous occasion. I encourage all citizens to join me in congratulating Gulley's Garden Cenet on this remarkable achievement and to celebrate its legacy of success, innovation and community service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Southern Pines, North Carolina to be affixed this the 9th day of April 2024.



Taylor G. Clement
Mayor, Town of Southern Pines



PROCLAMATION

Ethel J. Cassady
100th Birthday

WHEREAS, longevity of life is a blessing for an individual and for a community which benefits from the knowledge, creativity, and experiences this individual brings to all; and

WHEREAS, the Town of Southern Pines recognizes the contribution of senior citizens to our community and the important role they serve in our society; and

WHEREAS, the Town of Southern Pines senior citizens have earned the respect and admiration of all the citizens of the community for their knowledge, wisdom, service to our Town and community spirit; and

WHEREAS, the leadership, hard work, and dedication of Pete & Linda Gulley and their children have been instrumental in shaping Gulley's Garden Center into the thriving enterprise it is today; and

WHEREAS, Ms. Ethel J. Cassady was born on May 12, 1924, in the Town of Carthage, North Carolina. Ms. Cassady married her husband and together they raised 7 of their 10 children while living in West Southern Pines, North Carolina, where she served on various organizations through her church and other groups including as school grade mother at West Southern Pines School where her children attended; and

WHEREAS, Ethel J. Cassady worked as a housekeeper, caregiver, seamstress, and caterer serving many prominent families in the Moore County area. Ms. Cassady was known as a longtime mentor to many young women and children, welcoming all into her home for a good meal and homemade desserts. Ms. Cassady maintained her home in West Southern Pines until 2017 when she moved into Pinehurst Healthcare & Nursing where she has resided happily since.

NOW THEREFORE, I, Taylor G. Clement, Mayor of the Town of Southern Pines, on the 12th day of May 2024, do hereby proclaim the Town's congratulations on the event of Ms. Ethel J. Cassady's 100th birthday and urges the citizens of the Town of southern Pines to pay special tribute to this very special member of our community

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Southern Pines, North Carolina to be affixed this the 10th day of May 2024.



Taylor G. Clement
Mayor, Town of Southern Pines



**Southern
Pines** NORTH
CAROLINA

PROCLAMATION

Salvation Army Week

Love Beyond

WHEREAS, The Salvation Army, founded in 1865 by William Booth, has been providing compassionate assistance to individuals and families in need for over a century; and

WHEREAS, The Salvation Army operates in the Town of Southern Pines, North Carolina, offering a wide range of services including food assistance, shelter, rehabilitation programs, disaster relief, and support for veterans and the homeless; and

WHEREAS, The Salvation Army is dedicated to meeting the physical, emotional, and spiritual needs of all individuals regardless of race, religion, gender, or socioeconomic status; and

WHEREAS, The Salvation Army's commitment to serving the most vulnerable members of our community, particularly during times of crisis and hardship, embodies the spirit of compassion and solidarity that defines our town; and

WHEREAS, the observance of Salvation Army Week provides an opportunity for our community to express gratitude for the invaluable contributions of The Salvation Army and to raise awareness about its ongoing mission; and

WHEREAS, the Salvation Army has invited the community to join them in helping suffering humanity and to love others beyond all else with their new campaign "Love Beyond"; and

NOW THEREFORE, I, Taylor G. Clement, Mayor of the Town of Southern Pines, in recognition of the organization's tireless efforts to uplift and empower individuals in need, do hereby proclaim the week of May 13 - 18, 2024, as

"Salvation Army Week"

I encourage all citizens to support The Salvation Army's mission through volunteering, donations, and acts of kindness, and to join me in honoring its legacy of compassion, service, and hope.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Southern Pines, North Carolina to be affixed this the 9th day of April 2024.



Taylor G. Clement
Mayor, Town of Southern Pines



PROCLAMATION

National Pollinator Week

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides, parasites, diseases, and climate change; and

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the Town of Southern Pines manages parks, public landscaping, and other public lands that include greenways and wildlife habitats; and

WHEREAS, the Town of Southern Pines promotes conservation stewardship by our residents and businesses, including the protection of pollinators and maintenance of their habitats; and

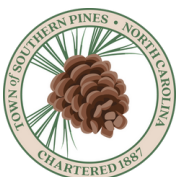
NOW, THEREFORE, I, Taylor Clement, Mayor of the Town of Southern Pines, do hereby proclaim the week of June 17-22, 2024 as Southern Pines' observance of

National Pollinator Week

As the Town of Southern Pines is an affiliate of Bee City USA®, I urge all citizens to recognize this observance.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Southern Pines, North Carolina to be affixed this the 11th day of June, 2024.



Taylor G. Clement
Mayor, Town of Southern Pines



ORDINANCE #3058
ADOPTING THE FISCAL YEAR 2024/2025 BUDGET AND LEVYING THE TAX RATE

BE IT ORDAINED AND ESTABLISHED by the Town Council of Southern Pines assembled in regular session this 11th day of June 2024, as follows:

SECTION 1. That for the expenses of the Town government and its activities for the fiscal year ending June 30, 2025 as set forth in the Town of Southern Pines, North Carolina Annual Budget, the amounts in the following section, or as much thereof as may be necessary, are hereby appropriated in the manner prescribed in the budget document, and the revenue estimates as forth are hereby adopted:

		BUDGET
		2024-2025
I.	GENERAL FUND	
1.	REVENUES	
	AD VALOREM TAXES:	
	Current	\$ 13,063,496
	Delinquent	8,000
	Penalties & Interest	4,000
	TOTAL	\$ 13,075,496
	OTHER TAXES AND LICENSES	
	1 Cent Local Sales Tax-Article 39	\$ 2,349,973
	1/2 Cent Local Sales Tax-Article 40	1,205,008
	1/2 Cent Local Sales Tax-Article 42	1,162,996
	1/2 Cent Local Sales Tax-Article 44/Hold Harmless	1,126,046
	Short Term Rental Property Tax	68,000
	Beer/Wine License	2,400
	Solid Waste Disposal Tax	10,500
	Municipal Vehicle Tax	61,150
	Alcoholic Beverage Ctrl	225,000
	TOTAL	\$ 6,211,073
	UNRESTRICTED INTERGOVT REVENUE:	
	Beer and Wine Tax	\$ 60,000
	Video Programming	145,000
	Utilities Franchise/Sales	1,000,000
	TOTAL	\$ 1,205,000
	RESTRICTED INTERGOVT REVENUE:	
	Powell Bill Allocation	\$ 546,500
	Fire Grant	379,207
	Planning Grant	55,000
	State Aid Library	9,000
	Recreation Grants	750
	TOTAL	\$ 990,457
	PERMITS AND FEES:	
	Inspections	\$ 325,000
	Planning	80,000
	Zoning Fees	20,000
	Homeowner Recovery Fee	2,500
	Street Department	60,000
	Public Works	55,000
	Police Department	10,000
	TOTAL	\$ 552,500

BUDGET
2024-2025

SALES AND SERVICES:		
Library	\$	50,000
Police Extra Duty		55,000
Fire Extra Duty		5,000
Recreation Fees		195,000
Rents		0
Facility Rental - Recreation		50,000
Disposal Fee/Recycling Fee		2,052,900
TOTAL	\$	2,407,900
INVESTMENT EARNINGS:		\$ 400,000
OTHER REVENUES:		
Miscellaneous Revenue	\$	50,000
Surplus Property Sale		70,000
Lease Revenue		312,607
Cemetery		1,000
Court Costs		2,500
Fire District Revenue		460,000
Fire District Revenue - Escrow		0
Fire Donations		108,000
Donations		8,000
TOTAL	\$	1,012,107
OTHER FINANCING SOURCES:		
Lease/SBITA Fincaning	\$	192,120
Financing Proceeds		400,000
	\$	592,120
FUND BALANCE:		4,102,049
TOTAL GENERAL FUND REVENUES		\$ 30,548,702
Legislative		\$ 281,592
General Administration		1,335,868
Information Technology		1,900,048
Financial Services		1,019,932
Police Administration and Patrol		5,634,751
Police Communications		815,896
Investigations		1,087,217
Fire/Rescue		4,385,285
Planning		920,427
Inspections		649,927
Street Maintenance		1,981,449
Public Works/Sanitation		3,212,366
Garage		511,032
Recreation		1,670,602
Library		1,116,729
Buildings and Grounds		2,142,235
Special Appropriations		44,271
W/S Indirect Cost		(1,520,805)
Debt Service - Fire Sub-Station		411,369
Debt Service - Annex Up Fit		68,364
Debt Service - Leases/SBITAS		231,673
Debt Service - Street Sweeper		74,846
Debt Service - Fire Truck		136,926
Transfer to CP Reservior Dam Improvements		200,000
Transfer to CP Paving		1,267,602
Transfer to CP Recreation Improvements		690,000
Transfer to CP Storm Water		29,100
Transfer to CP Sidewalks - Phase II		250,000
TOTAL GENERAL FUND APPROPRIATIONS	\$	30,548,702

WATER AND SEWER OPERATING FUND

BUDGET
2024-2025

II.	1.	REVENUES		
		Water Charges	\$	5,521,407
		Sewer Charges		3,675,168
		Connection and Tap Fees		275,000
		Service Charge & Penalties		120,000
		Interest on Investments		150,000
		Bulk Water Sales		800,000
		Gain on Sale of Assets		25,000
		Miscellaneous		15,000
		Transfer In- Retained Earnings		2,478,932
		TOTAL WATER/SEWER FUND OPERATING REVENUES	\$	13,060,507

		Water Treatment	\$	1,853,474
		Water Extension/Maintenance		1,652,157
		Sewer Extension/Maintenance		2,094,985
		Billing and Collections		700,414
		Sewage Treatment		2,250,000
		Water/Sewer Indirect Cost		1,520,805
		Transfer to CP Sanitary Sewer		380,000
		Transfer to CP N Pressure Zone		2,250,000
		Transfer to CP Water & Sewer Improvements/Upgrades		325,000
		Interest Expense/Financing Principal		33,672
		TOTAL WATER/SEWER OPERATING APPROPRIATIONS	\$	13,060,507

	2023-2024 PROJECT AUTHORIZATION	2024-2025 ADJUSTMENTS INCR/(DECR)	AMENDED PROJECT AUTHORIZATION
CEMETERY PERPETUAL CARE			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ 20,000	\$ 15,000	\$ 35,000
Sale of Plots	95,000	-	95,000
TOTAL	\$ 115,000	\$ 15,000	\$ 130,000
2. APPROPRIATIONS			
Reserved for Future Exp	\$ 115,000	\$ 15,000	\$ 130,000
TOTAL	\$ 115,000	\$ 15,000	\$ 130,000
SPECIAL REVENUE FUND - WATER & SEWER AIA GRANT			
1. REVENUES AND OTHER FINANCING SOURCES			
ARPA Grant Proceeds - Water	\$ 200,000	\$ -	\$ 200,000
ARPA Grant Proceeds - Sewer	200,000	-	200,000
TOTAL	\$ 400,000	\$ -	\$ 400,000
2. APPROPRIATIONS			
Engineering & Admin - Water	\$ 200,000	\$ -	\$ 200,000
Engineering & Admin - Sewer	200,000	-	200,000
TOTAL	\$ 400,000	\$ -	\$ 400,000

SPECIAL REVENUE FUND - MUNICIPAL SERVICE DISTRICT #1

1. REVENUES AND OTHER FINANCING SOURCES			
Installment Financing	\$ 7,100,000	\$ -	\$ 7,100,000
Ad Valorem Taxes	264,698	442,040	706,738
TOTAL	\$ 7,364,698	\$ 442,040	\$ 7,806,738
2. APPROPRIATIONS			
Principal & Interest Payments	\$ -	\$ 240,008	\$ 240,008
Parkway Acquisition	7,100,000	-	7,100,000
County Collection Fee Expense	3,971	6,631	10,602
Reserve for Future Parkway Expenses	260,727	195,401	456,128
TOTAL	\$ 7,364,698	\$ 442,040	\$ 7,806,738

	2023-2024 PROJECT AUTHORIZATION	2024-2025 ADJUSTMENTS INCR/(DECR)	AMENDED PROJECT AUTHORIZATION
CAPITAL PROJECT - OPEN SPACE			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ 9,700	\$ -	\$ 9,700
Financing Proceeds	900,000	-	900,000
Transfer In-General Fund	519,262	-	519,262
Transfer In- Capital Reserve	245,000	-	245,000
Transfer In-Fund 47	126,000	-	126,000
TOTAL	<u>\$ 1,799,962</u>	<u>\$ -</u>	<u>\$ 1,799,962</u>
2. APPROPRIATIONS			
Land	\$ 1,799,962	\$ -	\$ 1,799,962
TOTAL	<u>\$ 1,799,962</u>	<u>\$ -</u>	<u>\$ 1,799,962</u>
CAPITAL PROJECT - NICKS CREEK PARKWAY			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ 15,000	\$ -	\$ 15,000
Land Exc Proceeds/60 Fd	57,000	-	57,000
TOTAL	<u>\$ 72,000</u>	<u>\$ -</u>	<u>\$ 72,000</u>
2. APPROPRIATIONS			
Construction	\$ -	\$ -	\$ -
Transfer Out -CP Streambank Stabiliza	72,000	-	72,000
TOTAL	<u>\$ 72,000</u>	<u>\$ -</u>	<u>\$ 72,000</u>
CAPITAL PROJECT - ENTERPRISE INFORMATION AND DOCUMENT MANAGEMENT SYSTEM			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ 14,200	\$ -	\$ 14,200
Transfer In-CP Police Station	240,500	-	240,500
Transfer In-CP Patrick Road	49,985	-	49,985
Transfer In-Utility Fund	256,500	-	256,500
Transfer In-General Fund	570,874	-	570,874
TOTAL	<u>\$ 1,132,059</u>	<u>\$ -</u>	<u>\$ 1,132,059</u>
2. APPROPRIATIONS			
ERP Expenditures	\$ 907,059	\$ -	\$ 907,059
Transfer Out - CP Lib HVAC	225,000	-	225,000
TOTAL	<u>\$ 1,132,059</u>	<u>\$ -</u>	<u>\$ 1,132,059</u>
CAPITAL PROJECT - PARKING LOT PROJECT			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-Paving	\$ 106,057	\$ -	\$ 106,057
Transfer In-General Fund	388,000	-	388,000
TOTAL	<u>\$ 388,000</u>	<u>\$ -</u>	<u>\$ 388,000</u>
2. APPROPRIATIONS			
Construction	\$ 494,057	\$ -	\$ 494,057
TOTAL	<u>\$ 494,057</u>	<u>\$ -</u>	<u>\$ 494,057</u>

	2023-2024 PROJECT AUTHORIZATION	2024-2025 ADJUSTMENTS INCR/(DECR)	AMENDED PROJECT AUTHORIZATION
CAPITAL PROJECT - STORM WATER IMPROVEMENTS			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ 22,500	\$ 17,500	\$ 40,000
Transfer In-CP Patrick Rd	50,000	-	50,000
Transfer In-General Fund	499,000	29,100	528,100
TOTAL	<u>\$ 571,500</u>	<u>\$ 46,600</u>	<u>\$ 618,100</u>
2. APPROPRIATIONS			
Construction	\$ 571,500	\$ 46,600	\$ 618,100
TOTAL	<u>\$ 571,500</u>	<u>\$ 46,600</u>	<u>\$ 618,100</u>
CAPITAL PROJECT - BIKE TRANSPORTATION PROJECT			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-CP Patrick Rd	\$ 138,000	\$ -	\$ 138,000
Transfer In-General Fund	321,675	-	321,675
TOTAL	<u>\$ 459,675</u>	<u>\$ -</u>	<u>\$ 459,675</u>
2. APPROPRIATIONS			
Construction	\$ 459,675	\$ -	\$ 459,675
TOTAL	<u>\$ 459,675</u>	<u>\$ -</u>	<u>\$ 459,675</u>
CAPITAL PROJECT - STREAMBANK STABILIZATION PROJECT			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-General Fund	\$ 459,484	\$ -	\$ 459,484
Transfer In-CP General Reserve	180,000	-	180,000
Transfer In-CP Nick's Creek	72,000	-	72,000
TOTAL	<u>\$ 711,484</u>	<u>\$ -</u>	<u>\$ 711,484</u>
2. APPROPRIATIONS			
Construction	\$ 711,484	\$ -	\$ 711,484
TOTAL	<u>\$ 711,484</u>	<u>\$ -</u>	<u>\$ 711,484</u>
CAPITAL PROJECT - FIRE TRUCKS			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-General Fund	\$ 2,577,365	\$ -	\$ 2,577,365
TOTAL	<u>\$ 2,577,365</u>	<u>\$ -</u>	<u>\$ 2,577,365</u>
2. APPROPRIATIONS			
Equipment/Trucks	\$ 2,577,365	\$ -	\$ 2,577,365
TOTAL	<u>\$ 2,577,365</u>	<u>\$ -</u>	<u>\$ 2,577,365</u>
CAPITAL PROJECT - RESERVOIR DAM IMPROVEMENTS			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ -	\$ -	\$ -
Transfer In-GF	275,000	200,000	475,000
TOTAL	<u>\$ 275,000</u>	<u>\$ 200,000</u>	<u>\$ 475,000</u>
2. APPROPRIATIONS			
Design & Construction	\$ 275,000	\$ 200,000	\$ 475,000
TOTAL	<u>\$ 275,000</u>	<u>\$ 200,000</u>	<u>\$ 475,000</u>

	2023-2024 PROJECT AUTHORIZATION	2024-2025 ADJUSTMENTS INCR/(DECR)	AMENDED PROJECT AUTHORIZATION
CAPITAL PROJECT - FACILITY MODERNIZATION FUND			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-General Fund	\$ 880,542	\$ -	\$ 880,542
Transfer In-Utility Fund	312,834	-	312,834
Interest Earned	-	-	-
TOTAL	<u>\$ 1,193,376</u>	<u>\$ -</u>	<u>\$ 1,193,376</u>
2. APPROPRIATIONS			
Construction-General Fund	\$ 880,542	\$ -	\$ 880,542
Construction-Utility Fund	114,334	-	114,334
Construction-Water Treatment Plant	198,500	-	198,500
TOTAL	<u>\$ 1,193,376</u>	<u>\$ -</u>	<u>\$ 1,193,376</u>
CAPITAL PROJECT - PAVING STREETS			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-General Fund	\$ 2,771,708	\$ 1,267,602	\$ 4,039,310
TOTAL	<u>\$ 2,771,708</u>	<u>\$ 1,267,602</u>	<u>\$ 4,039,310</u>
2. APPROPRIATIONS			
Construction	\$ 2,771,708	\$ 1,267,602	\$ 4,039,310
TOTAL	<u>\$ 2,771,708</u>	<u>\$ 1,267,602</u>	<u>\$ 4,039,310</u>
CAPITAL PROJECT - SIDEWALKS - PHASE II			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ 30,000	\$ -	\$ 30,000
Transfer In-General Fund	1,591,150	250,000	1,841,150
Transfer In-CP SIDEWALKS	46,727	-	46,727
TOTAL	<u>\$ 1,667,877</u>	<u>\$ 250,000</u>	<u>\$ 1,917,877</u>
2. APPROPRIATIONS			
Construction	\$ 1,667,877	\$ 250,000	\$ 1,917,877
TOTAL	<u>\$ 1,667,877</u>	<u>\$ 250,000</u>	<u>\$ 1,917,877</u>
CAPITAL PROJECT - RECREATION IMPROVEMENTS			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ 18,500	\$ -	\$ 18,500
Grant Funds - CVB	185,000	-	185,000
Transfer In-General Fund	1,241,799	690,000	1,931,799
TOTAL	<u>\$ 1,445,299</u>	<u>\$ 690,000</u>	<u>\$ 2,135,299</u>
2. APPROPRIATIONS			
Construction	\$ 1,445,299	\$ 690,000	\$ 2,135,299
TOTAL	<u>\$ 1,445,299</u>	<u>\$ 690,000</u>	<u>\$ 2,135,299</u>

	2023-2024 PROJECT AUTHORIZATION	2024-2025 ADJUSTMENTS INCR/(DECR)	AMENDED PROJECT AUTHORIZATION
GENERAL CAPITAL RESERVE			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-General Fund	\$ 112,500	\$ -	\$ 112,500
Transfer In-CP PS Comm	3,697	-	3,697
Transfer In-CP Library HVAC	161	-	161
Transfer In-CP Tyr Tactical	620	-	620
Transfer In-CP Fiber Optics	2,120	-	2,120
Transfer In-CP Patrick Rd	80,773	-	80,773
Transfer In-Downtown Park	6,748	-	6,748
Transfer In-Pool Park	12,740	-	12,740
Transfer In-Public Access Road	27,590	-	27,590
Transfer In-SRF ARPA	24,009	-	24,009
Transfer In-Building Rennovation	105	-	105
Transfer In-Fire Sub Station	273,642	-	273,642
TOTAL	<u>\$ 544,705</u>	<u>\$ -</u>	<u>\$ 544,705</u>
2. APPROPRIATIONS			
Transfer to Capital Project Fund	\$ 32,205	\$ -	\$ 32,205
Transfer to CP Open Space	245,000	-	245,000
Transfer to CP Streambank Stabilizatio	180,000	-	180,000
Transfer to CP Building Renovation	87,500	-	87,500
TOTAL	<u>\$ 544,705</u>	<u>\$ -</u>	<u>\$ 544,705</u>
CAPITAL PROJECT - WARRIOR WOODS LIFT STATION			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-Utility Fund	\$ 263,750	\$ -	\$ 263,750
Transfer In-System Dev Fees-Sewer	830,976	126,884	957,860
Transfer In-ASADRA Loan Proceeds	2,998,000	-	2,998,000
Transfer In-Sewer Impact	846,550	-	846,550
TOTAL	<u>\$ 4,939,276</u>	<u>\$ 126,884</u>	<u>\$ 5,066,160</u>
2. APPROPRIATIONS			
Construction	\$ 1,881,316	\$ 126,884	\$ 2,008,200
Engineering Admin Construction	2,998,000	-	2,998,000
Closing Cost ASADRA Loan	59,960	-	59,960
TOTAL	<u>\$ 4,939,276</u>	<u>\$ 126,884</u>	<u>\$ 5,066,160</u>
CAPITAL PROJECT - NORTH PRESSURE WATER ZONE			
1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ 10,000	\$ -	\$ 10,000
Transfer In-Utility Fund	750,000	2,250,000	3,000,000
Transfer In-CP Penn/PeeDee WL	1,194,642	-	1,194,642
Transfer In-System Dev Fees-Water	-	271,765	271,765
TOTAL	<u>\$ 1,954,642</u>	<u>\$ 2,521,765</u>	<u>\$ 4,476,407</u>
2. APPROPRIATIONS			
Construction	\$ 1,954,642	\$ 2,521,765	\$ 4,476,407
TOTAL	<u>\$ 1,954,642</u>	<u>\$ 2,521,765</u>	<u>\$ 4,476,407</u>
CAPITAL PROJECT - SANITARY SEWER MODERNIZATION			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-System Dev Fees	\$ 275,548	\$ 210,111	\$ 485,659
Grant Proceeds	4,999,950	-	4,999,950
Transfer In-Utility Fund	2,086,360	380,000	2,466,360
TOTAL	<u>\$ 7,361,858</u>	<u>\$ 590,111</u>	<u>\$ 7,951,969</u>

	2023-2024 PROJECT AUTHORIZATION	2024-2025 ADJUSTMENTS INCR/(DECR)	AMENDED PROJECT AUTHORIZATION
2. APPROPRIATIONS			
Construction	\$ 2,361,908	\$ 590,111	\$ 2,952,019
Sewer Rehab Grant Expense	4,999,950	-	4,999,950
TOTAL	<u>\$ 7,361,858</u>	<u>\$ 590,111</u>	<u>\$ 7,951,969</u>

CAPITAL PROJECT -
WATER SYSTEM DEVELOPMENT FEES

1. REVENUES AND OTHER FINANCING SOURCES			
System Develop Fees	\$ 2,801,202	\$ 1,029,920	\$ 3,831,122
TOTAL	<u>\$ 2,801,202</u>	<u>\$ 1,029,920</u>	<u>\$ 3,831,122</u>
2. APPROPRIATIONS			
Transfer to Cap Imp Water	\$ -	\$ -	\$ -
Transfer to Penn/PeeDee Rd	1,252,869	-	1,252,869
Transfer to Water Treatment Moderniz	1,372,405	758,155	2,130,560
Transfer to North Pressure Zone	-	271,765	271,765
Transfer to East Morganton Rd	175,928	-	175,928
TOTAL	<u>\$ 2,801,202</u>	<u>\$ 1,029,920</u>	<u>\$ 3,831,122</u>

CAPITAL PROJECT -
SEWER SYSTEM DEVELOPMENT FEES

1. REVENUES AND OTHER FINANCING SOURCES			
System Develop Fees	\$ 1,106,524	\$ 336,995	\$ 1,443,519
TOTAL	<u>\$ 1,106,524</u>	<u>\$ 336,995</u>	<u>\$ 1,443,519</u>
2. APPROPRIATIONS			
Transfer to Cap Imp Sewer	\$ -	\$ -	\$ -
Transfer to Sanitary Sewer	275,548	210,111	485,659
Transfer to Warrior Woods	830,976	126,884	957,860
TOTAL	<u>\$ 1,106,524</u>	<u>\$ 336,995</u>	<u>\$ 1,443,519</u>

CAPITAL PROJECT -
WATER TREATMENT PROCESS MODERNIZATION

1. REVENUES AND OTHER FINANCING SOURCES			
Interest	\$ 21,600	\$ -	\$ 21,600
Transfer In -CP Water Distribution	1,212,000	-	1,212,000
Transfer In- System Develop Fees	1,372,405	758,155	2,130,560
Transfer In-Utility Fund	2,930,181	-	2,930,181
TOTAL	<u>\$ 5,536,186</u>	<u>\$ 758,155</u>	<u>\$ 6,294,341</u>
2. APPROPRIATIONS			
Construction	\$ 5,536,186	\$ 758,155	\$ 6,294,341
TOTAL	<u>\$ 5,536,186</u>	<u>\$ 758,155</u>	<u>\$ 6,294,341</u>

CAPITAL PROJECT -
WATER DISTRIBUTION UPGRADES & REPAIR

1. REVENUES AND OTHER FINANCING SOURCES			
Interest Earned	\$ -	\$ -	\$ -
Transfer In-CP Water Improvements	471,398	-	471,398
Transfer In-SR ARPA	4,584	-	4,584
Transfer In-Utility Fund	130,000	200,000	330,000
TOTAL	<u>\$ 605,982</u>	<u>\$ 200,000</u>	<u>\$ 805,982</u>
2. APPROPRIATIONS			
Construction	\$ 605,982	\$ 200,000	\$ 805,982
TOTAL	<u>\$ 605,982</u>	<u>\$ 200,000</u>	<u>\$ 805,982</u>

	2023-2024 PROJECT AUTHORIZATION	2024-2025 ADJUSTMENTS INCR/(DECR)	AMENDED PROJECT AUTHORIZATION
CAPITAL PROJECT - SEWER COLLECTION SYSTEM UPGRADES & REPAIR			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-CP Sewer Dist	\$ 499,018	\$ -	\$ 499,018
Transfer In-Utility Fund	75,000	125,000	200,000
TOTAL	<u>\$ 574,018</u>	<u>\$ 125,000</u>	<u>\$ 699,018</u>
2. APPROPRIATIONS			
Construction	\$ 574,018	\$ 125,000	\$ 699,018
TOTAL	<u>\$ 574,018</u>	<u>\$ 125,000</u>	<u>\$ 699,018</u>
CAPITAL PROJECT - LIFT STATION UPGRADES			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-Sewer Collection Fund	\$ 477,000	\$ -	\$ 477,000
Transfer In-Utility Fund	750,000	-	750,000
TOTAL	<u>\$ 1,227,000</u>	<u>\$ -</u>	<u>\$ 1,227,000</u>
2. APPROPRIATIONS			
Construction	\$ 1,227,000	\$ -	\$ 1,227,000
TOTAL	<u>\$ 1,227,000</u>	<u>\$ -</u>	<u>\$ 1,227,000</u>
CAPITAL PROJECT - NC DOT WATERLINE RELOCATION			
1. REVENUES AND OTHER FINANCING SOURCES			
Transfer In-Utility Fund	\$ 2,000,000	\$ -	\$ 2,000,000
TOTAL	<u>\$ 2,000,000</u>	<u>\$ -</u>	<u>\$ 2,000,000</u>
2. APPROPRIATIONS			
Design & Construction	\$ 2,000,000	\$ -	\$ 2,000,000
TOTAL	<u>\$ 2,000,000</u>	<u>\$ -</u>	<u>\$ 2,000,000</u>
CAPITAL PROJECT - MIDLAND ROAD WATER LINE REPLACEMENT			
1. REVENUES AND OTHER FINANCING SOURCES			
Impact Fees	\$ 160,438	\$ -	\$ 160,438
TOTAL	<u>\$ 160,438</u>	<u>\$ -</u>	<u>\$ 160,438</u>
2. APPROPRIATIONS			
Design & Construction	\$ 160,438	\$ -	\$ 160,438
TOTAL	<u>\$ 160,438</u>	<u>\$ -</u>	<u>\$ 160,438</u>

SECTION 2. That in order to raise the revenue to meet the expenses of the Town Government and its activities as provided in the foregoing appropriation for the fiscal year ending June 30, 2025, there is hereby levied a tax of twenty-nine cents (\$0.29) per one hundred dollars (\$100) valuation of taxable property as listed for taxes on January 1, 2024. This rate is based on a total valuation of \$4,550,155,000 and an estimated collection rate of 99.0%.

SECTION 3. There is hereby levied a tax at the rate of sixty cents (\$0.60) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2024, for the purpose of raising revenue in the Municipal Service District Fund #1 in Section 1 of this ordinance. The area is comprised of 99.97+/- acres contained in the approved Morganton Park South Planned Development District (PD08-21) lying between 15-501 to the south and Morganton Road to the north, as graphically depicted in Ordinance #1993, exhibit A according to Moore County tax records as of January 1, 2024 with a total current valuation of property for the purposes of taxation of \$73,673,390 and at an estimated collection rate of 100%.

SECTION 4. There is hereby levied a fee of five dollars (\$5.00) for each vehicle within the Town of Southern Pines, as authorized by North Carolina General Statute 20-97, for the purpose of raising the revenue listed as "Municipal Vehicle Tax" revenue as listed in Section 1 of this ordinance. Under North Carolina Statute 20-97, five dollars (\$5.00) is available for any lawful purpose.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk

Agenda Item

To: Reagan Parsons, Town Manager

From: Alaina Mallette, Senior Planner

Subject: AR-01-24, Penick Village 4 Multifamily (i.e., Weymouth Glen Building and 3 Grove Village Buildings), 500 East Rhode Island Avenue

Date: June 11, 2024

I. SUMMARY OF APPLICATION REQUEST

The applicant, John Houck II of RLPS Architects, is requesting an Architectural Compliance Permit for four multifamily apartment buildings on behalf of the legal property owner, Penick Village, Inc. The site is located in an FRR zoning district (i.e., Penick Village continuing care retirement center), and is approved under special use permits CU-01-82, CU-02-83, CU-01-85, CU-03-87, CU-02-90, CU-03-92, CU-07-99, and CU-01-00. Per UDO §5.11.3(A), Penick Village is considered a conforming use and is permitted to reconstruct and expand the continuing care retirement center. The proposed multifamily buildings will not include nursing beds or special services homes. The architectural review is for one 63,374 square foot multifamily residential building with 26 dwelling units (i.e., “Weymouth Glen”) and three 16,141 square foot multifamily residential buildings with six dwelling units each (i.e., “Grove Villages”).

II. PROJECT INFORMATION

A. Property Owners

PIN 858100680081 (**PARID** 00033227)
Penick Village, Inc
500 East Rhode Island Avenue
Southern Pines, NC 28387

B. Applicants and Authorized Agents

John D. Houck II
RLPS Architects
250 Valleybrook Drive
Lancaster, PA 17601

Figure 1. Proposed Site Layout Plan with Conceptual Landscaping for Penick Village Campus

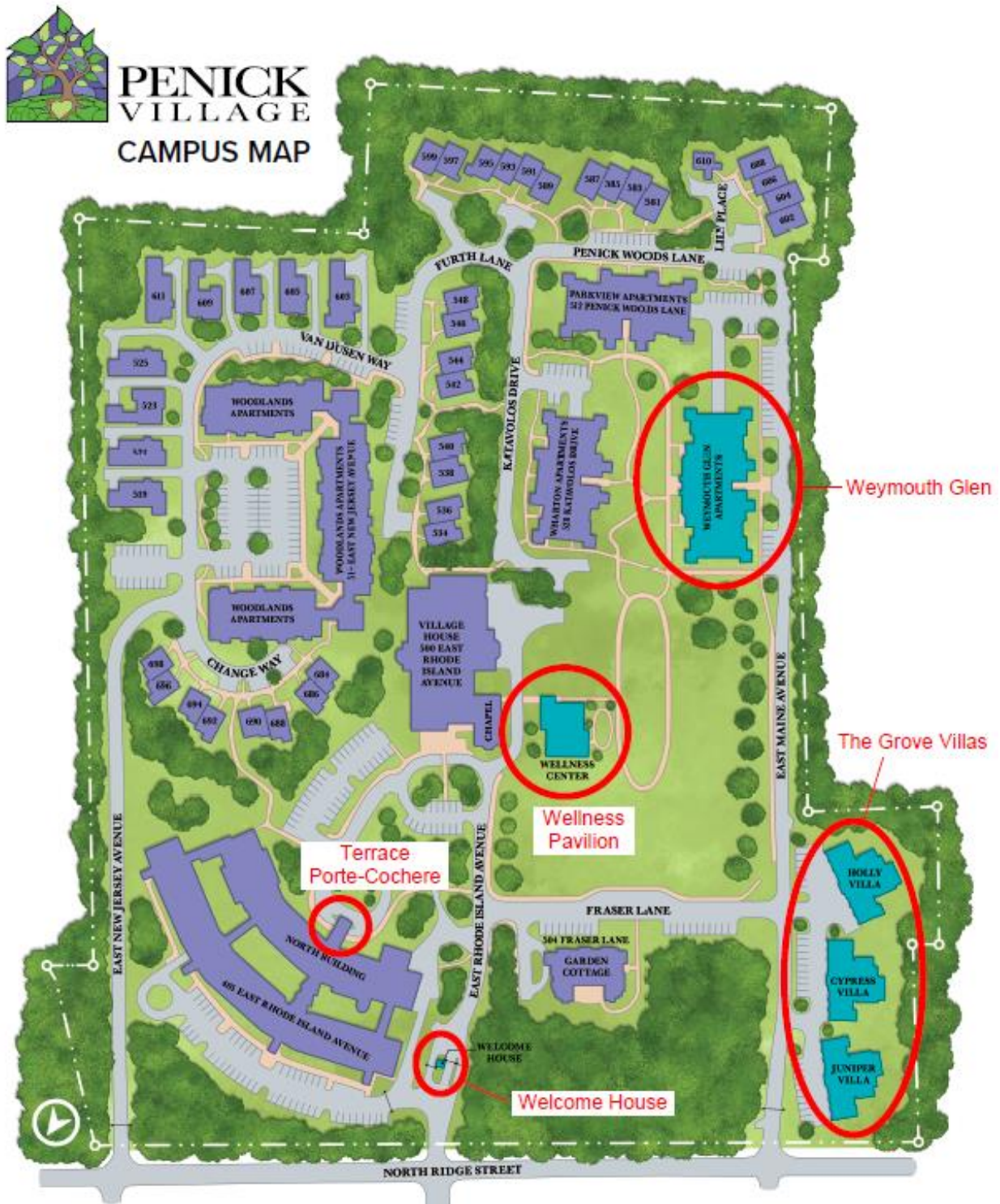


Figure 2. Zoning and Vicinity Map for Property.



III. STAFF REVIEW

1. **Review Process.** Applications for Architectural Compliance Permits are reviewed pursuant to UDO §2.26.
2. **Application Review Dates**
 - Application Submitted: **May 1, 2024**
 - Additional Materials Submitted: **May 13, 2024**
 - Application Incomplete: **May 6, 2024**
 - Application Complete: **May 14, 2024**
 - Town Council Regular Meeting: **June 11, 2024**
3. **Staff Comments based on Multifamily Building Design Requirements per UDO §4.10.4 and §4.10.8**

Staff has reviewed the project for compliance with UDO §4.10.4 *Building Design Requirements* and §4.10.8 *Multi-family Development Standards*. See staff comments for areas of non-compliance in the table below. Compliance for signage requirements will be determined during sign permit review for UDO §4.10.4 (J), which states signage shall comply with the standards in section 4.6 and any applicable zoning district standards.

Table 1. AR-01-24 Areas of Noncompliance

✓ = compliant

✗ = not compliant

	“Weymouth Glen,” a 63,374 square foot multifamily residential building with 26 DU, also called “Hybrid” Building	“Grove Villages,” three 16,141 square foot multifamily residential buildings with 6 DU each, also called “Mini-Hybrid” Building
Building materials (§4.10.4.C)	✗ Building is not meeting 80% brick standard for the following elevations (i.e., more than 20% of each elevation is cement board siding): • back elevation, 22% brick • front elevation, 28% brick • left elevation, 36% brick • right elevation, 32% brick However, the deviations request is consistent with prior development approvals for Penick Village, AR-01-19 and AR-16-14, and the buildings are screened from view from public streets, walkways, and residential district as shown in Attachment 6.	✗ Building is not meeting 80% brick standard for the following elevations (i.e., more than 20% of each elevation is cement board siding): • back elevation, 0% brick • front elevation, 33% brick • left elevation, 13% brick • right elevation, 10% brick However, the deviations request is consistent with prior development approvals for Penick Village, AR-01-19 and AR-16-14, and the buildings are screened from view from public streets, walkways, and residential district as shown in Attachment 6.
Building loading zones and garage bays (§4.10.4.I)	✓	✗ Garage doors do not face an interior lot line or service drive, and face East Maine Avenue without landscaping screening and buffer.
Multifamily Setbacks, Orientation, and Lot Standards (§4.10.8.B)	✓	✗ Each building is setback more than 15’ from East Maine Avenue and the intervening distance does not include common open space.
Multifamily Variations Between Structures (§4.10.8.C.1)	✗ The proposed building has the same height, color, setback, roofline, trim, and building size as the Wharton Apartments (file #AR-01-19) and the Parkview Apartments (file #16-14).	✗ The proposed buildings have the same height, setback, roofline, trim, and building size.
Multifamily Façade Articulation (§4.10.8.C.3)	✗ Left and right elevations have a 60’ segment without 5’ of articulation	✗ Front elevations of each building have two 53’ segments without 5’ of articulation.
Multifamily Foundation Plantings (§4.10.8.C.6)	✓	✗ Areas for foundations planting were not included, but are required to keep hard surfaces away from building facades. The asphalt covers the entire length of each building’s façade.

4. Staff Recommendation

When reviewing an application for an Architectural Compliance Permit, the Town Council shall approve, conditionally approve, or deny the application based on the following criteria, as set forth in **UDO §2.26.7**.

- (A) *For Buildings with ten thousand (10,000) square feet or more of Gross Floor Area or that do not comply with the commercial Building design standards in Section 4.10, the application is consistent with the applicable Comprehensive Plan goals and policies;*
- (B) *The application substantially conforms with the applicable Multi-Family or commercial design standards and other applicable provisions of the UDO;*
- (C) *The application is consistent with applicable conditions of prior Development Approval.*

Considering these criteria, Planning Staff recommend approval of AR-01-24 with the following deviations and conditions:

- **Deviation 1.** Regarding UDO §4.10.4 (C) Building Materials, all elevations of Weymouth Glen and each Grove Village multifamily building may have less than 80% brick building materials considering that the Town Council previously approved similar variations in building materials during the approval of file #AR-01-19 and #AR-16-14 and the buildings are screened from view from public streets, walkways, and residential district as shown in Attachment 6 of the staff report.
- **Deviation 2.** Regarding UDO §4.10.8 (B) Multifamily Setbacks, Orientation, and Lot Standards, each Grove Village multifamily building may be setback more than 15 feet from East Maine Avenue and the intervening distance without common open space considering that there is significant open space provided in the rear of each building and Condition 1 will require screening be planted along East Maine Avenue.
- **Deviation 3.** Regarding UDO §4.10.8(C)(1) Multifamily Variations Between Structures, each Grove Village multifamily building may have the same height, setback, roofline, trim, and building size, considering that they vary in color.
- **Condition 1.** Regarding non-compliance with building garage bay standards (i.e., UDO §4.10.4.I), the three Grove Villages multi-family residential buildings shall be screened in accordance with the landscape screens standards of the Landscaping Code of the UDO.
- **Condition 2.** Regarding non-compliance with multifamily façade articulation standards (i.e., UDO §4.10.8.C.3), the Weymouth Glen multifamily building shall add additional articulation to the left and right elevations where there is a 60-foot segment without 5 feet of articulation and the three Grove Villages multifamily residential buildings shall add articulation to the front elevations of each building where there are two 53-foot segments without 5 feet of articulation.

- **Condition 3.** Regarding non-compliance with multifamily variations between structures standards (i.e., UDO §§4.10.8.C.1), the Weymouth Glen multifamily building shall change the fiber cement siding to [three colors agreed upon during the applicant's presentation].
- **Condition 4.** Regarding non-compliance with multifamily foundation planting standards (i.e., UDO §§4.10.8.C.6), each Grove Village multifamily building shall include areas for foundation planting (as shown by the applicant's color building renderings in Figure 5 of Attachment 3 to the staff report for AR-01-24) to the extent practicable.

IV. ATTACHMENTS PROVIDED BY THE APPLICANT

1. Application and Authorized Agent Form
2. Applicant Narrative
3. Exterior Color Building Renderings
4. Exterior Elevations
5. Site Layout
6. Prior Development Approval, Building Precedents, and Screening

V. TOWN COUNCIL ACTION

The Town Council should consider the purpose of an architectural compliance permit per UDO §2.26 and shall vote on whether the proposed application complies with the criteria per UDO §2.26, the multifamily building design requirements per UDO §4.10.8 and prior development approvals.

The Town Council may make one of the following motions or any alternative they wish.

I move to:

1. Approve AR-01-24;
2. Approve AR-01-24 with the following conditions and/or deviations:

3. Deny AR-01-24.



Architectural Compliance Permit Application

Date Received: _____ Fee Paid: _____ Case No.: AR-____-____

TO THE TOWN COUNCIL OF THE TOWN OF SOUTHERN PINES:

I, the undersigned, do hereby make application for an Architectural Compliance Permit regarding for the following project:

Project Information:

Project Name: Penick Village
Street Address: 500 East Rhode Island Avenue, Southern Pines, NC 28387
PIN: 858100680081 Parcel ID: 00033227 Zoning: FRR (Facilities,Resources,Recreation)

Type of building (retail, office, etc.): Weymouth Glen: Multi-Family square footage: Weymouth Glen: 63,374 sf
Grove Villas (3 bldgs): Multi-Family Grove Villas (3 bldgs): 16,141 sf each
Wellness Pavilion: Fitness Center Wellness Pavilion: 5,369 sf
Welcome House: Security Gate House Welcome House: 128 sf
Terrace: Re-Skin Exist Porte-Cochere Terrace: Exist 310 sf Porte-Cochere

Applicant:

Name: RLPS Architects (John D Houck II, RA)
Email: jhouck@rlps.com Phone: (717) 560-9501
Mailing Address: 250 Valleybrook Drive, Lancaster, PA 17601

Legal Property Owner(s), if different from Applicant:

Name(s): Penick Village, Inc. (Alva S. Cromartie, CEO)
Email: ccromartie@penickvillage1964.org Phone: (910) 692-0300
Mailing Address: 500 East Rhode Island Avenue, Southern Pines, NC 28387

Date: May 6, 2024


Applicant

APPOINTMENT OF AGENT

The undersigned owner(s), Penick Village, Inc., hereby appoint(s) RLPS Architects / John D. Houck II, RA as the exclusive agent for the purpose of making an application to the Town of Southern Pines for an **Architectural Compliance Permit** for improvements to the property described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

1. to submit an application and required supplemental materials;
2. to appear at public meetings and give representation and comments on behalf of the owner(s);
3. to accept conditions or recommendations made by the Town of Southern Pines Town Council for the issuance of an **Architectural Compliance Permit** for improvements to the subject property; and
4. to act on behalf of the owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for an **Architectural Compliance Permit** under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

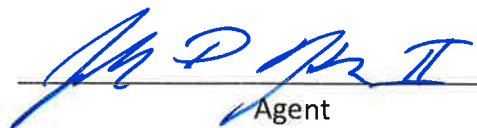
Signed this 24th day of April, 2024.

Penick Village, Inc by:

Alva S. Cromartie, CEO

Property Owner

Property Owner


Agent



May 13, 2024

The Town of Southern Pines
Unified Development Ordinance
125 SE Broad Street
Southern Pines, NC 28387

Re: Penick Village
Campus Expansion & Repositioning
Master Planning

Greetings,

Penick Village is in the planning stages for the construction of several new buildings within the boundaries of their existing campus. Please refer to the following attachments for compliance illustrations:

1. Written Narrative.
2. Deed Information.
3. Precedent Imagery.
4. Google Street Views.
5. Three Dimensional Renderings.
6. Asphalt Shingle Color.
7. Window Adjacencies.
8. Site Plan.
9. Exterior Elevations.

Please note that neither Weymouth Glen nor the Grove Villas will be "special services homes for the aged" or "intermediate care". They are both independent living apartment buildings with the minimum age for residency set at 62 years of age.



250 Valleybrook Drive
Lancaster, PA 17601
p: 717-560-9501

6401 Penn Ave, 3rd Floor
Pittsburgh, PA 15206
p: 412-806-1799

www.rlps.com

Weymouth Glen is proposed to have 26 total apartments. This includes eight on the first-floor, nine on the second-floor, and nine on the third-floor. In accordance with UDO 4.10.8(C)(7),(8),(9),(10), all grade level apartments will have private entrances accessed through their own private patios. These private entrances are not in direct alignment with the private entrances in the Wharton Building that is located across the lawn as Weymouth Glen's first floor level is 12.4 feet lower than the first floor of Wharton as illustrated in the attached site plan. All private and public entrances are provided with roof or balcony cover as illustrated in the attached exterior elevations, and the entry doors are all setback greater than 10 feet from public sidewalks. All apartments will have their own private patio or balcony that is directly accessed from within their unit. No resident is provided with a yard requiring screening. Refer to the attached precedent images for a depiction of what the proposed Weymouth Glen balconies and patios will look like.

Each of the three Grove Villa apartment buildings are proposed to have six units, for a total of 18 units across all three buildings. This includes three units on the first-floor, and three units on the second-floor of each building. Due to topographical constraints, accessible walkways connecting grade level patios to public sidewalks cannot be achieved; however, in accordance with UDO 4.10.8(C)(7)(a), there are less than four first floor dwelling units that will share a common entrance at the ground floor level. Due to the different site orientations of the three Grove Villa buildings, these private patios are not in direct alignment with the private patios of adjacent buildings. All private and public entrances are provided with roof or balcony cover as illustrated in the attached exterior elevations, and the entry doors are all setback greater than 10 feet from public sidewalks. All apartments will have their own private patio or balcony that is directly accessed from within their unit. No resident is provided with a yard requiring screening. Refer to the attached precedent images for a depiction of what the proposed Grove Villa balconies and patios will look like.

The Wellness Center is a community building that will house fitness activities. All fitness equipment will be located inside the building. There will be no outside storage of articles, goods, materials, fixed machinery, equipment, vehicles, trash, animals, or similar items.

The Terrace is an existing assisted living / skilled nursing facility. This building is undergoing primarily interior renovations. The only exterior work involves replacement of finishes on the existing porte-cochere. The size, shape, and configuration of this porte-cochere will not be altered in any way aside from replacement of finishes and incorporation of new decorative dormers. Because the Terrace is not undergoing any site improvements, the Civil Engineer has not created a site plan that extends into that area. Therefore, we have provided a site plan from when the Terrace was originally constructed. This illustrates the location of the Terrace building in relation to North Ridge Street and East Rhode Island Avenue. It also identifies the location of the porte-cochere for your reference.

The following articles address compliance with Southern Pines' Unified Development Ordinance, Section 4.10.4, Building Design Requirements.

A. UDO 4.10.4(A) – Building Orientation and Entries

1. Refer to the attached site plan for reference.
 - Weymouth Glen and the three Grove Villa buildings (Holly, Juniper, and Cypress) are situated with their main entrances facing East Maine Avenue, a private right-of-way nestled within Penick Village's campus.
 - The Wellness Pavilion and the Welcome House feature entrances that open toward East Rhode Island Avenue, a private right-of-way situated within the Penick Village Campus.
 - The Terrace is an existing building, and its entrance will not change.
2. The building entrance spacing guidelines do not apply in this case. Penick Village falls under the FRR (Facilities, Resources, Recreation) zoning

250 Valleybrook Drive
Lancaster, PA 17601
p: 717-560-9501

6401 Penn Ave, 3rd Floor
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p: 412-806-1799

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category, which is not covered in Exhibit 4-15 of the Unified Development Ordinance.

B. UDO 4.10.4(B) – Building Dimensions

1. This article is not applicable. Penick Village does not fall within the CB or DTO zoning districts.
2. Refer to the attached exterior elevations for reference.
 - Weymouth Glen stands at a height of 49 feet and 4 inches, measured from the first-floor level to the peak of the tallest roof. Consequently, the maximum allowable uninterrupted width of any building segment is 98 feet and 8 inches. For compliance information, please refer to Article 4.10.4(B)(3).
 - The Grove Villas stand at a height of 47 feet and 11 inches, measured from ground floor level to the peak of the tallest roof. Therefore, the maximum allowable uninterrupted width of any building segment is 95 feet and 10 inches. For compliance information, please refer to Article 4.10.4(B)(3).
 - The Wellness Pavilion stands at a height of 31 feet and 5 inches, measured from the first-floor level to the peak of the tallest roof. Consequently, the maximum allowable uninterrupted width of any building segment is 62 feet and 10 inches. For compliance information, please refer to Article 4.10.4(B)(3).
 - The Welcome House stands at a height of 15 feet and 0.75 inches, measured from the first-floor level to the peak of the tallest roof. Therefore, the maximum allowable uninterrupted width of any building segment is 30 feet and 1.5 inches. For compliance information, please refer to Article 4.10.4(B)(3).
 - The Terrace is an existing building that will undergo primarily interior renovations. The only exterior work involves finish replacement on the existing porte-cochere at the main entrance. The existing size, shape, and structural configuration of this porte-cochere will not be changing, aside from finish replacement and the incorporation of new decorative dormers. Please refer to the attached exterior elevation sheet depicting two-dimensional elevations with dimensions, and a three-dimensional rendering of this proposed porte-cochere.
3. Refer to the attached exterior elevations for reference.
 - Although the actual overall width of Weymouth Glen exceeds the maximum allowable width of 98'-8", the façade has been articulated using balconies, exterior wall bump outs, changes in the roofline, and material changes to visually break the façade up into smaller segments. See the attached exterior elevations, including plan snippets with dimensions, that provide the widths of all building segments. These smaller segments all measure less than 98'-8" in width. Therefore, Weymouth Glen is compliant with the UDO.

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Lancaster, PA 17601
p: 717-560-9501

6401 Penn Ave, 3rd Floor
Pittsburgh, PA 15206
p: 412-806-1799

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- Although the maximum overall width of the Grove Villas is 117'-9", exceeding the maximum allowable width of 95'-10", the façade has been articulated using exterior balconies, exterior wall bump outs, changes in the roofline, and material changes to visually break the façade up into smaller segments. See the attached exterior elevations, including plan snippets with dimensions, that provide the widths of all building segments. These smaller segments all measure less than 95'-10". Therefore, the Grove Villas are compliant with the UDO.
- Although the actual overall width of the Wellness Pavilion is 89'-8", exceeding the maximum allowable width of 62'-10", the façade has been articulated using exterior wall bump outs, changes in the roofline, and material changes to visually break the façade up into smaller segments. There is one non-compliant building segment that measures 63'-3" wide. This can be seen in the "Left Elevation Facing Frasier Lane" on the attached Wellness Pavilion exterior elevation sheet "PR-1". This façade was left intentionally uninterrupted to accommodate an addition that is planned for a future phase. We are seeking permission to proceed with this condition, knowing that it will be resolved in the future.
- The Welcome House's actual overall width is 12'-8". This is less than the maximum allowable width of 30'-1 1/2". Therefore, the Welcome house is compliant with the UDO.
- The Terrace's existing porte-cochere is 24'-5 1/8" tall, measured from grade to the peak of the roof. Therefore, the maximum allowable width of the porte-cochere is 48'-10 1/4". The actual width is 24'-8 5/8" as depicted in the attached exterior elevations. This is in compliance with the UDO.

4. Not applicable. No large-scale retail structures are part of this project.

C. UDO 4.10.4(C) – Building Materials

1. While the exterior façades of all proposed new buildings do contain brick veneer, the amount of brick veneer proposed is less than the required ratio. Please refer to the attached exterior elevations that provide proposed percentages of exterior building materials for all buildings. There are two reasons why we are seeking permission to proceed with the ratios proposed:
 - Precedent: The current design is consistent with existing buildings on Penick Village's campus. We have attached photos of the existing Village House that was completed in 2009, the existing Parkview Apartment Building that was completed in 2016, and the existing Wharton Apartment Building that was completed in 2020. These, and many other buildings throughout the campus, use brick in combination with siding at similar ratios to what we are proposing for this current project.
 - UDO Exception 4.10.4(C)(2): Penick Village, a private campus, enjoys limited visibility from surrounding residential neighborhoods and

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streets. The proposed new buildings will be shielded from view by dense existing vegetation along both North Ridge Street and East Vermont Avenue. For visual references depicting how the vegetation screens views into the campus, please reference the attached Google Streetview images.

D. UDO 4.10.4(D) – Windows

1. Windows will be glazed with non-reflective, clear glass in compliance with the UDO.
2. This article is not applicable because Penick Village is not located in the CB or DTO Zoning Districts.
3. The following calculations show that doors and windows comprise at least twenty-five percent of street facing building facades between two and ten feet above grade.
 - Weymouth Glen:
 - $250 \text{ lf} \times 8 \text{ ft} = 2,000 \text{ sf}$ (ext wall facing East Maine).
 - $2,000 \text{ sf} \times .25 = 500 \text{ sf}$ (min door and window area).
 - 500 sf (min required) < 703 sf (actual provided).
 - Grove Villas:
 - $134.75 \text{ lf} \times 8 \text{ ft} = 1,078 \text{ sf}$ (ext wall facing East Maine).
 - $1,078 \text{ sf} \times .25 = 270 \text{ sf}$ (min door and window area).
 - 270 sf (min required) < 590 sf (actual provided).
 - Wellness Pavilion:
 - $97.25 \text{ lf} \times 8 \text{ ft} = 778 \text{ sf}$ (ext wall facing East Rhode Island Avenue).
 - $778 \text{ sf} \times .25 = 194.5 \text{ sf}$ (min door and window area).
 - 194.5 sf (min required) < 432 sf (actual provided).
 - Welcome House:
 - $45.5 \text{ lf} \times 8 \text{ ft} = 364 \text{ sf}$ (ext walls facing East Rhode Island Avenue).
 - $364 \text{ sf} \times .25 = 91 \text{ sf}$ (min door and window area).
 - 91 sf (min required) < 114.5 sf (actual provided).
 - Terrace:
 - The Terrace is an existing building that will be undergoing mostly interior renovations. The current window configuration is not changing.

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E. UDO 4.10.4(E) – Awnings

1. This section is not applicable. No awnings are proposed in the current design.

F. UDO 4.10.4(F) – Galleries and Arcades

1. This section is not applicable. No arcades or galleries are proposed in the current design.

G. UDO 4.10.4(G) – Roofs

1. This article is not applicable. Penick Village is not in the CB zoning district.
2. Weymouth Glen and the Grove Villas are the only proposed new buildings that are wider than 100 feet. They use a combination of gables and dormers to break the roofline down into smaller segments in compliance with the UDO. Please refer to the attached exterior elevations for reference.
3. All proposed new sloping roofs will be finished with asphalt shingles. Flat roofs are concealed from view within roof wells and will be finished with roofing membrane (EPDM or TPO). Refer to the attached "Asphalt Shingle Color" document for an illustration of the proposed shingle color for all buildings.

H. UDO 4.10.4(H) – Mechanical Equipment

1. Weymouth Glen will have rooftop mechanical equipment located within a roof well that is tall enough to fully conceal the equipment from view. In addition, Weymouth Glen will have two pad mounted transformers at grade that will be screened from view with landscaping. Refer to attached site plan for more information.
2. The Grove Villas will each have rooftop mechanical equipment located within roof wells that are tall enough to fully conceal the equipment from view. In addition, the Grove Villas will have two pad mounted transformers and a pad mounted generator at grade that will all be screened from view with landscaping. Refer to attached site plan for more information.
3. The Wellness Pavilion will have rooftop mechanical equipment located within a roof well that is tall enough to fully conceal the equipment from view. The Wellness pavilion does not have any mechanical or electrical equipment at grade.
4. The Welcome House will have a pad mounted heat pump at grade. This heat pump will be concealed from view with landscaping. See attached site plan for more information.
5. There is no new rooftop or grade-level mechanical or electrical equipment associated with the Terrace renovations.

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I. UDO 410.4(I) – Loading Zones and Garage Bays

1. Each of the Grove Villas will feature six garage bays facing East Maine Avenue, a private road nestled within Penick Village's Campus. These are private garages exclusively for the residents of the Grove Villas. Due to the site's topography, these buildings are being constructed into a slope, allowing garage access only from the side facing East Maine Avenue. We seek permission to proceed with this design considering the well-screened nature of the private campus and the existing topographical limitations.

J. UDO 410.4(J) – Signage

1. Our aim is to offer building signage in a style consistent with that of the previous Parkview and Wharton phases (Please refer to the attached photographs for reference). While this signage has not been designed yet, it will adhere to the UDO guidelines. If necessary, we can submit this information for approval at a later stage.

Thank you for your review of this information. Please feel free to reach out to me with any questions you might have.

Sincerely,



John D. Houck II, RA
Senior Project Architect

kh

Enclosure

cc: File 2021023

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Penick Village Three Dimensional Renderings



Figure 1: Aerial campus view.



Figure 2: Wellness Pavilion along East Rhode Island Avenue



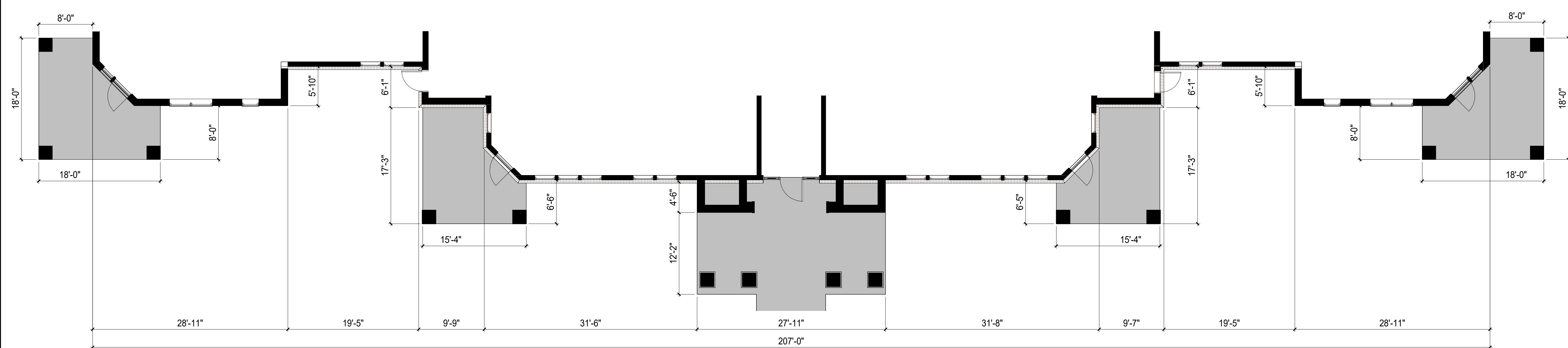
Figure 3: Proposed New Gatehouse along East Rhode Island Avenue.



Figure 4: Proposed New Weymouth Glen at right. Existing Wharton at Left. Existing Parkview Beyond

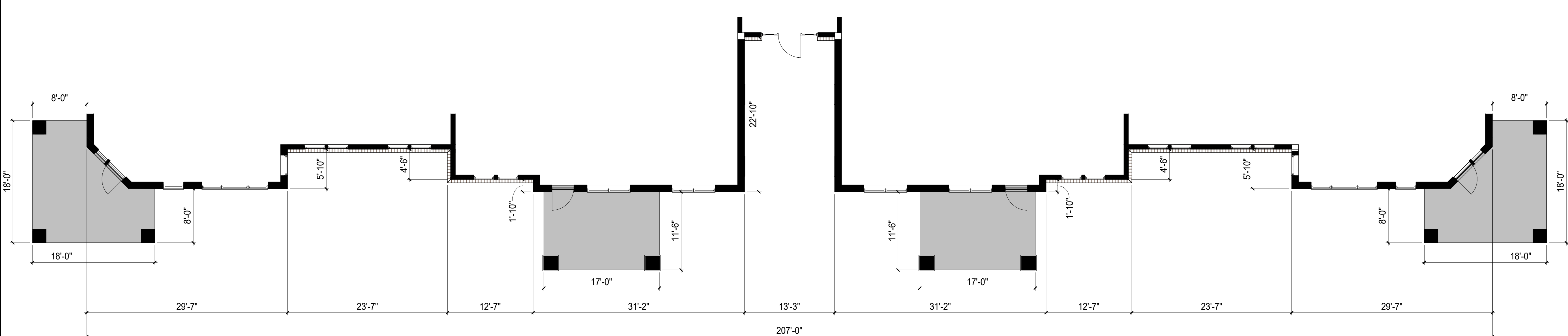


Figure 5: Proposed New Grove Villas along East Maine Avenue.



BACK ELEVATION FACING COURTYARD

22% BRICK, 78% CEMENT BOARD SIDING

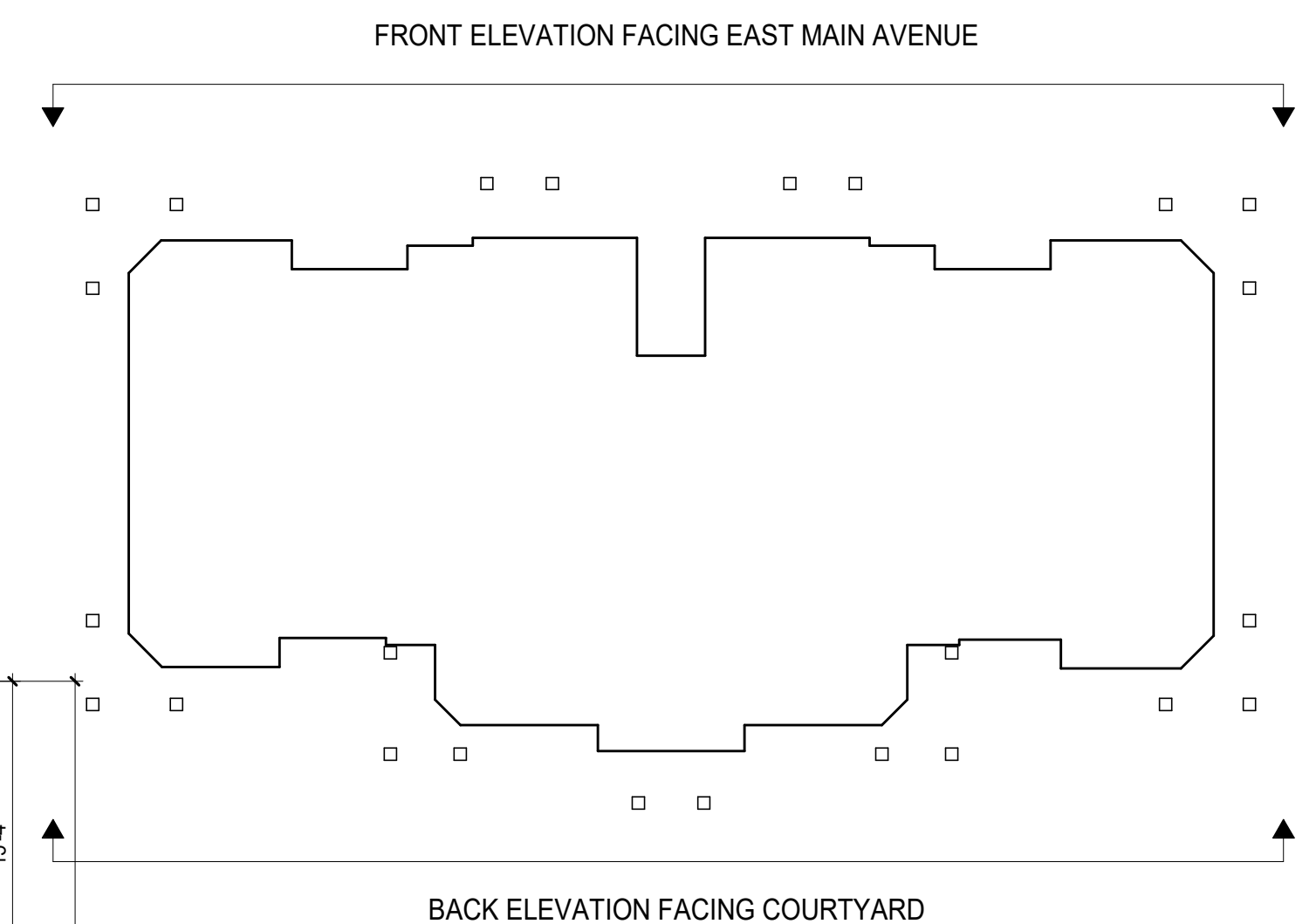


FRONT ELEVATION FACING EAST MAINE AVENUE

28% BRICK, 72% CEMENT BOARD SIDING

	ASPHALT SHINGLES - WEATHERED WOOD		FIBER CEMENT SIDING - SW6381 ANJOU PEAR
	BRICK TYPE - 1: STANDARD FACE BRICK		FIBER CEMENT SIDING - SW6133 MUSLIN
			FIBER CEMENT SIDING - SW7734 OLIVE GROVE

EXTERIOR MATERIAL LEGEND



KEY PLAN

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rlps ARCHITECTS

RLPS ARCHITECTS, LLP
250 VALLEYBROOK DRIVE
LANCASTER, PA 17601

PHONE: 717-560-9501
www.rlps.com

PROJECT NAME:
HYBRID FOR PENICK VILLAGE

PROJECT ADDRESS:
500 EAST RHODE ISLAND AVENUE, SOUTHERN PINES, NC 28387

REVISIONS		
NO.	DATE	DESCRIPTION

DRAWING TITLE:
EXTERIOR ELEVATIONS

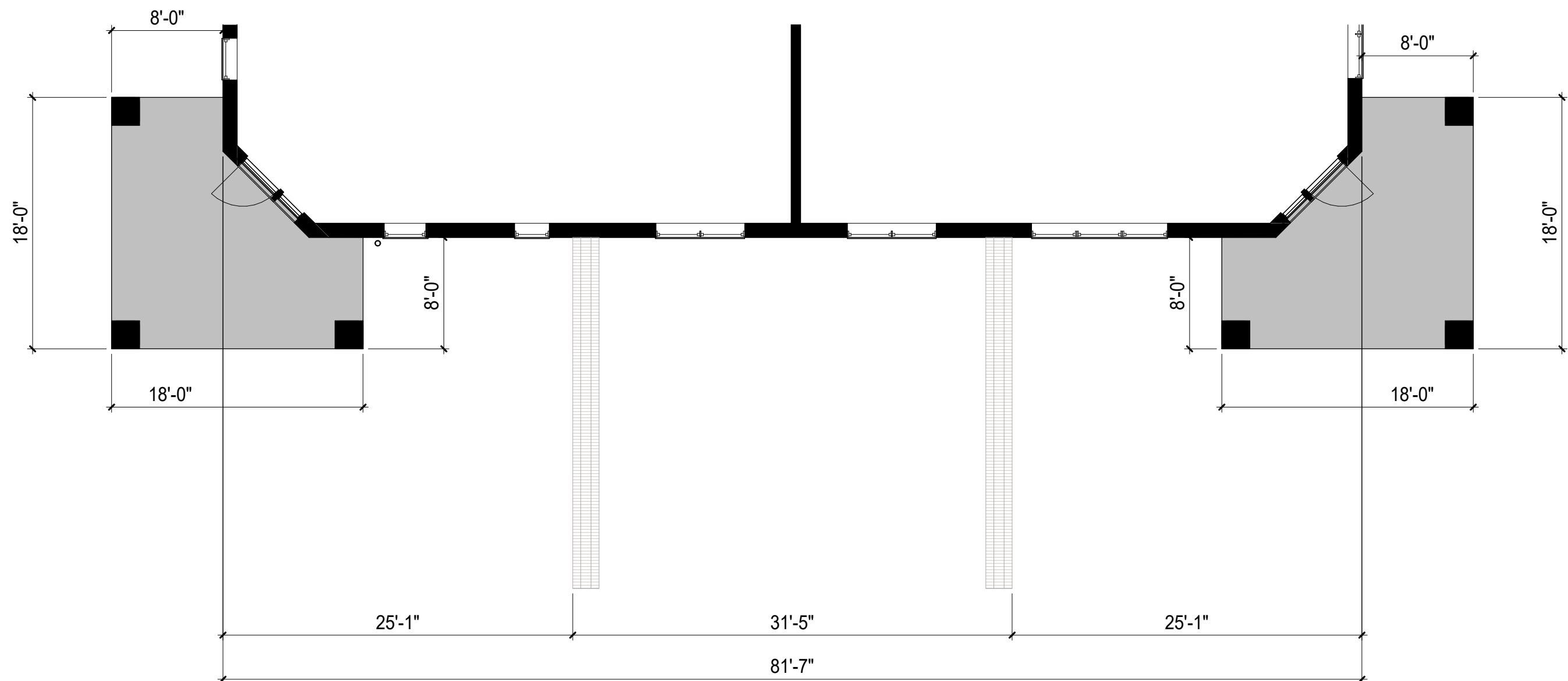
SCALE: AS NOTED

DRAWN BY: J.J.E.
COORDINATED BY: J.J.E.
CHECKED BY: ---
APPROVED BY: C.P.K.

VOLUME
4 OF 6

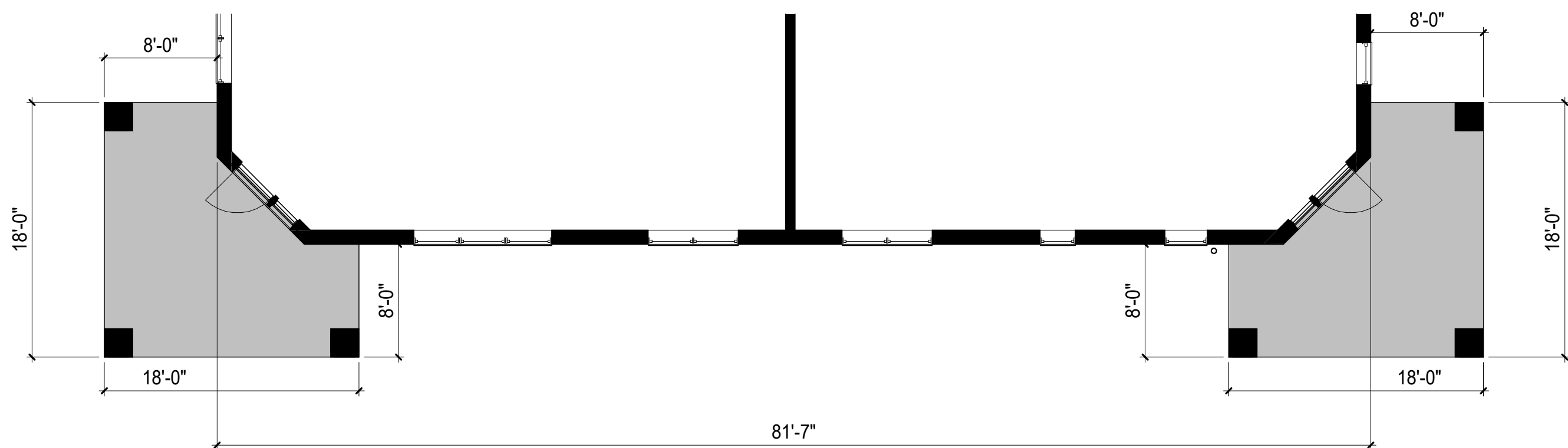
DRAWING NO:
PR-11

COMMISSION NO: 2021023
DATE: 9 OCTOBER 2023



LEFT ELEVATION FACING PENICK WOODS LANE

36% BRICK, 64% CEMENT BOARD SIDING

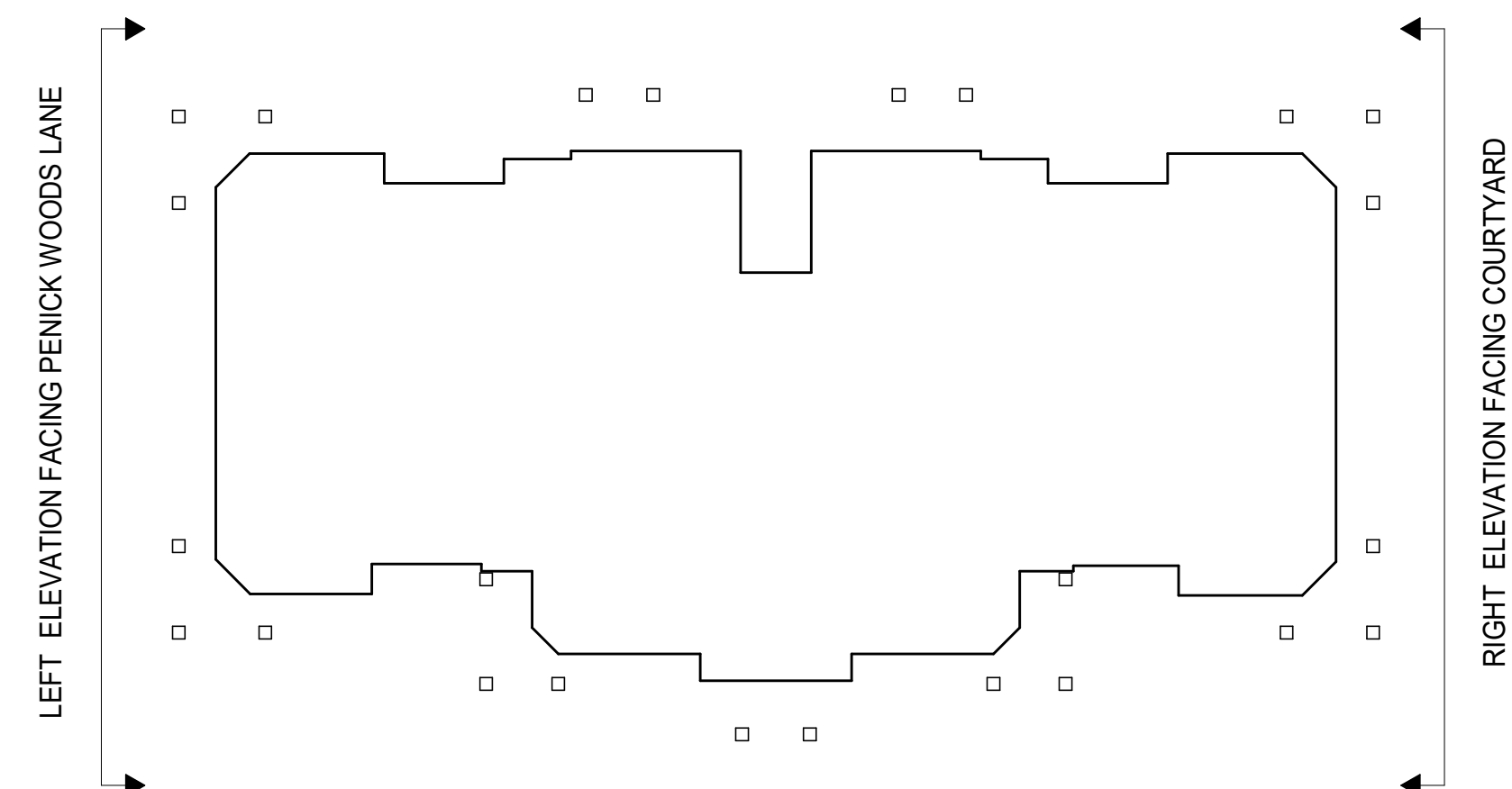


RIGHT ELEVATION FACING COURTYARD

32% BRICK, 68% CEMENT BOARD SIDING

ASPHALT SHINGLES - WEATHERED WOOD	FIBER CEMENT SIDING - SW6381 ANJOU PEAR
BRICK TYPE - 1: STANDARD FACE BRICK	FIBER CEMENT SIDING - SW6133 MUSLIN
	FIBER CEMENT SIDING - SW7734 OLIVE GROVE

EXTERIOR MATERIAL LEGEND



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PROJECT ADDRESS:
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NO.	DATE	DESCRIPTION

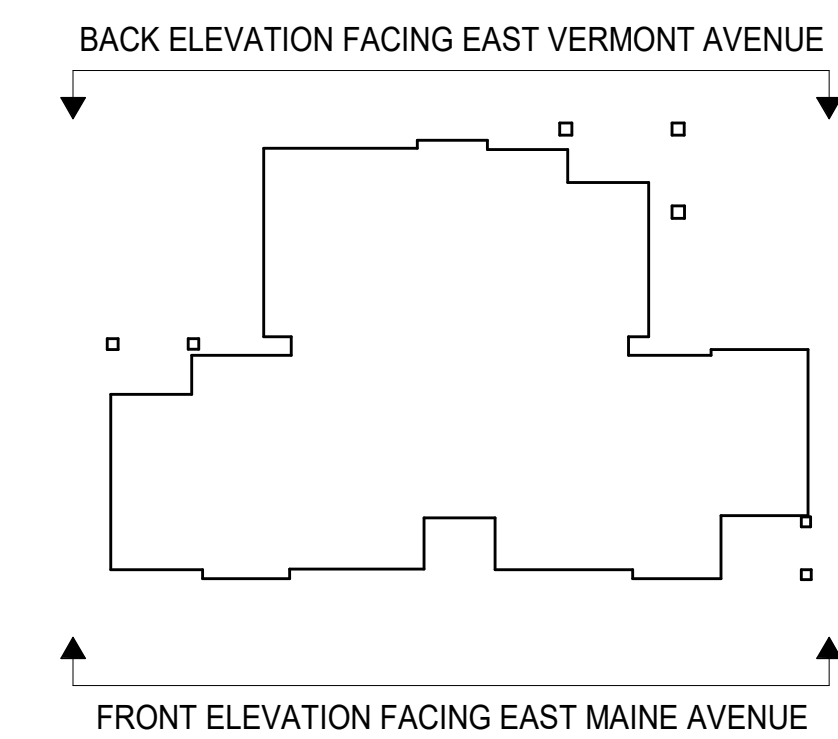
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EXTERIOR ELEVATIONS 2

SCALE: AS NOTED
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COORDINATED BY: J.J.E.
CHECKED BY: ---
APPROVED BY: C.P.K.

VOLUME
4 OF 6

DRAWING NO:
PR-12

COMMISSION NO: 2021023
DATE: 9 OCTOBER 2023



	ASPHALT SHINGLES - WEATHERED WOOD		FIBER CEMENT SIDING - SW7019 GAUNTLET GRAY *SHOWN JUNIPER VILLA
	BRICK TYPE - 1: STANDARD FACE BRICK		FIBER CEMENT SIDING - SW2851 SAGE GREEN LIGHT *NOT SHOWN CYPRESS VILLA
	FIBER CEMENT BOARD AND BATTEN SIDING - WHITE		FIBER CEMENT SIDING - SW9660 TARRAGON *NOT SHOWN HOLLY VILLA

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PROJECT NAME:
**JUNIPER VILLA
FOR
PENICK VILLAGE**

PROJECT ADDRESS:
500 EAST RHODE ISLAND
AVENUE, SOUTHERN PINES,
NC 28387

[illegible]

DRAWING TITLE:
**EXTERIOR
ELEVATIONS**

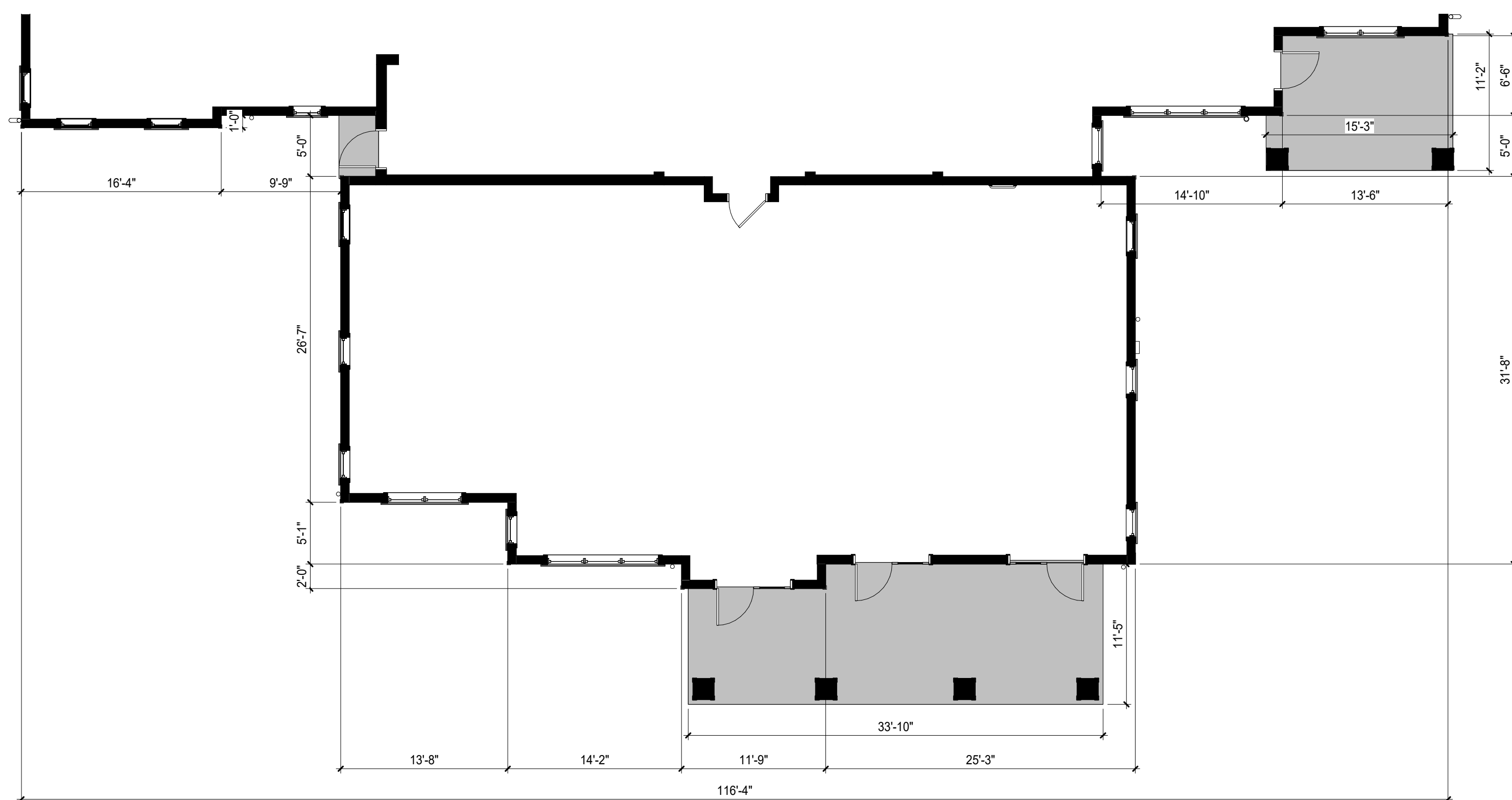
SCALE: AS NOTED	
DRAWN BY:	J.J.E.
COORDINATED BY:	J.J.E.
CHECKED BY:	---
APPROVED BY:	C.P.K.

VOLUME
5 OF 6

DRAWING NO:
PR-7

COMMISSION NO:	2021023
DATE:	23 MAY 2024

33% BRICK, 67% CEMENT BOARD SIDING



0% BRICK, 100% CEMENT BOARD SIDING



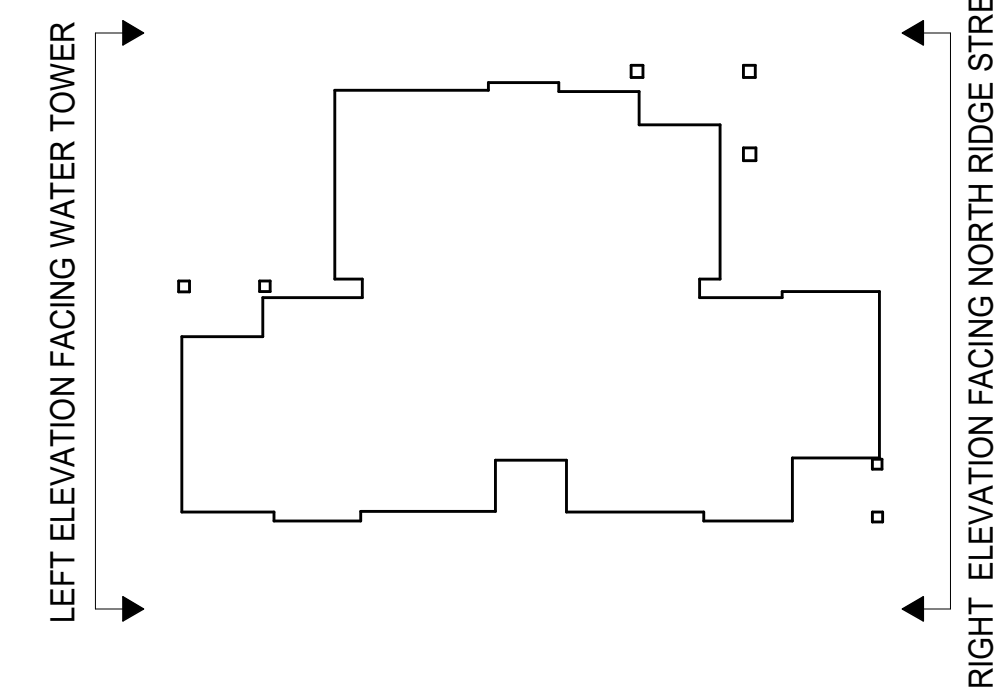
RIGHT ELEVATION FACING NORTH RIDGE STREET

10% BRICK, 90% CEMENT BOARD SIDING



LEFT ELEVATION FACING WATER TOWER

13% BRICK, 87% CEMENT BOARD SIDING



KEY PLAN

	ASPHALT SHINGLES - WEATHERED WOOD		FIBER CEMENT SIDING - SW7019 GAUNTLET GRAY *SHOWN JUNIPER VILLA
	BRICK TYPE - 1: STANDARD FACE BRICK		FIBER CEMENT SIDING - SW2851 SAGE GREEN LIGHT *NOT SHOWN CYPRESS VILLA
	FIBER CEMENT BOARD AND BATTEN SIDING - WHITE		FIBER CEMENT SIDING - SW9660 TARRAGON *NOT SHOWN HOLLY VILLA

EXTERIOR MATERIAL LEGEND

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PHONE: 717-560-9501
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PROJECT NAME:
JUNIPER VILLA FOR PENICK VILLAGE

PROJECT ADDRESS:
500 EAST RHODE ISLAND AVENUE, SOUTHERN PINES, NC 28387

REVISIONS		
NO.	DATE	DESCRIPTION

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EXTERIOR ELEVATIONS 2

SCALE: AS NOTED

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CHECKED BY: ---
APPROVED BY: C.P.K.

VOLUME
5 OF 6

DRAWING NO:
PR-8

COMMISSION NO: 2021023
DATE: 23 MAY 2024

Asphalt Shingle Color – All Buildings



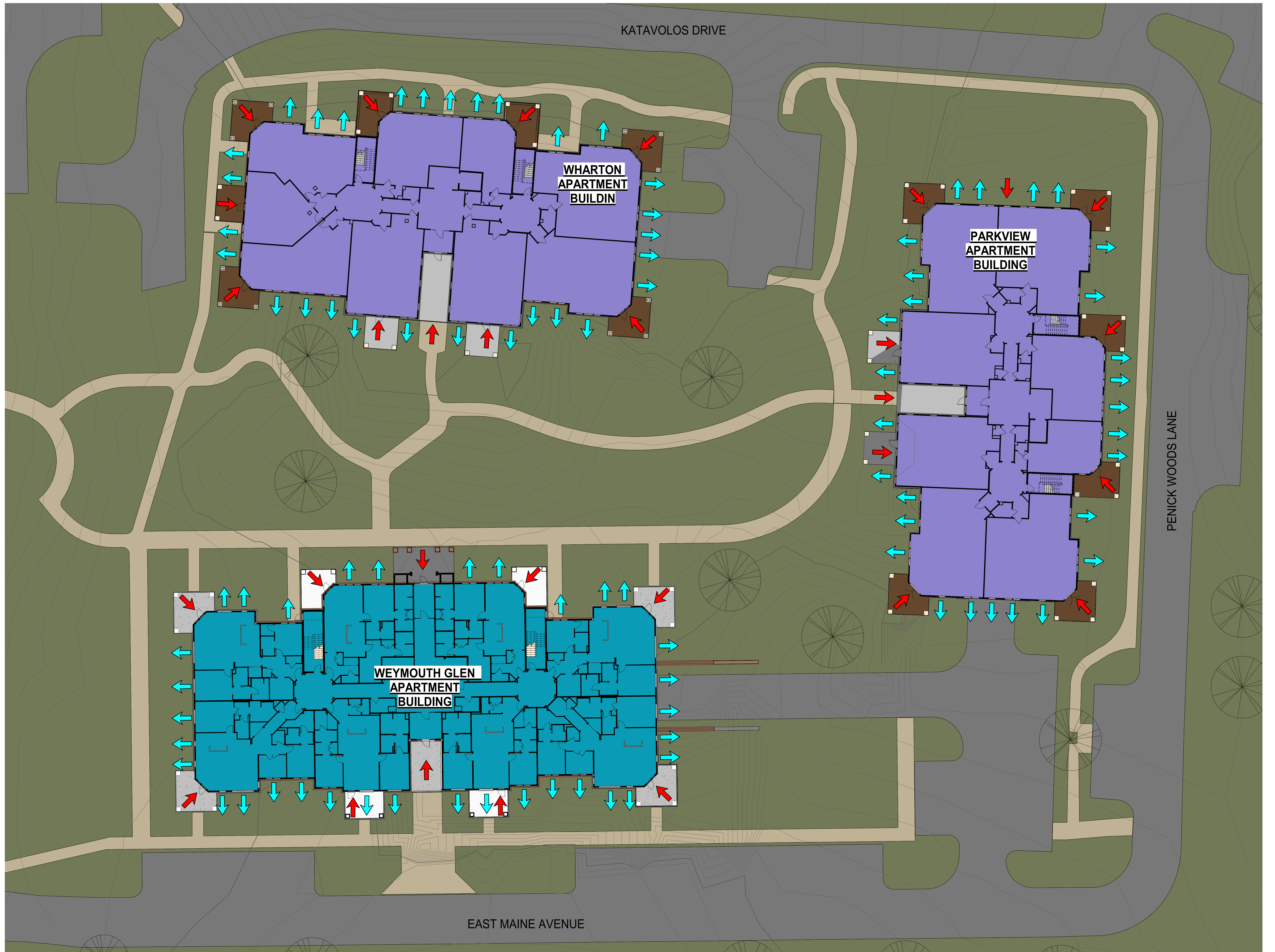
Figure 1: GAF; Timberline HDZ; Weathered Wood

Penick Village Adjacent Neighborhood

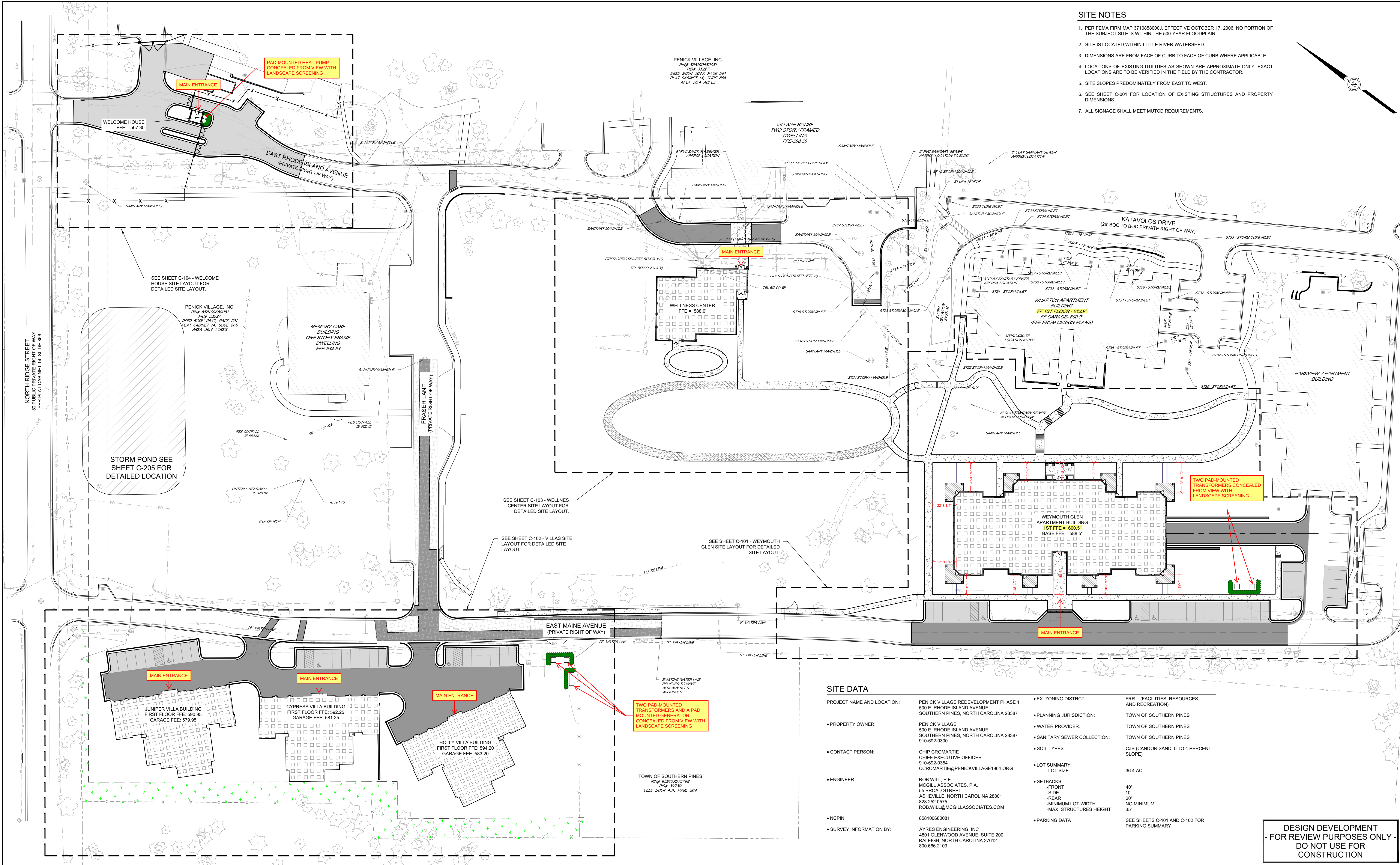


Figure 1: Location Map (Photos on subsequent pages).









- SITE NOTES**
1. PER FEMA FIRM MAP 371085800J, EFFECTIVE OCTOBER 17, 2006, NO PORTION OF THE SUBJECT SITE IS WITHIN THE 500-YEAR FLOODPLAIN.
 2. SITE IS LOCATED WITHIN LITTLE RIVER WATERSHED.
 3. DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB WHERE APPLICABLE.
 4. LOCATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE ONLY. EXACT LOCATIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
 5. SITE SLOPES PREDOMINATELY FROM EAST TO WEST.
 6. SEE SHEET C-001 FOR LOCATION OF EXISTING STRUCTURES AND PROPERTY DIMENSIONS.
 7. ALL SIGNAGE SHALL MEET MUTCD REQUIREMENTS.

SITE DATA

PROJECT NAME AND LOCATION:	PENICK VILLAGE REDEVELOPMENT PHASE 1 500 E. RHODE ISLAND AVENUE SOUTHERN PINES, NORTH CAROLINA 28387	EX. ZONING DISTRICT:	FRR (FACILITIES, RESOURCES, AND RECREATION)
PROPERTY OWNER:	PENICK VILLAGE 500 E. RHODE ISLAND AVENUE SOUTHERN PINES, NORTH CAROLINA 28387 910-692-0300	PLANNING JURISDICTION:	TOWN OF SOUTHERN PINES
CONTACT PERSON:	CHIP CROMARTIE CHIEF EXECUTIVE OFFICER 910-692-0354 CCROMARTIE@PENICKVILLAGE1964.ORG	WATER PROVIDER:	TOWN OF SOUTHERN PINES
ENGINEER:	ROB WILL, P.E. MCGILL ASSOCIATES, P.A. 55 BROAD STREET ASHEVILLE, NORTH CAROLINA 28801 828.252.0575 ROB.WILL@MCGILLASSOCIATES.COM	SANITARY SEWER COLLECTION:	TOWN OF SOUTHERN PINES
NCPIN:	658100680081	SOIL TYPES:	CaB (CANDOR SAND, 0 TO 4 PERCENT SLOPE)
SURVEY INFORMATION BY:	AYRES ENGINEERING, INC. 4801 GLENWOOD AVENUE, SUITE 200 RALEIGH, NORTH CAROLINA 27612 800.666.2103	LOT SUMMARY:	36.4 AC
		SETBACKS:	40' 10' 20' NO MINIMUM 35'
		PARKING DATA:	SEE SHEETS C-101 AND C-102 FOR PARKING SUMMARY

mcgill
55 Broad Street
Asheville, NC 28801
828.252.0575
NC Firm License # C-0459
mcgillassociates.com

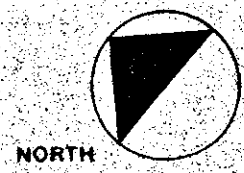


NO.	DATE	BY	DESCRIPTION
A	10-11-2023	RFW	DESIGN DEVELOPMENT

PHASE 1
REDEVELOPMENT
PENICK VILLAGE
SOUTHERN PINES, NORTH CAROLINA

 GRAPHIC SCALE DIVISION VALUE = 40 FEET (ORIGINAL SIZE: 24"x36")	
OFFICE MANAGER M. CATHEY	DESIGNER G. WOOD
PROJECT MANAGER R. WILL	REVIEWER R. WILL

OVERALL SITE PLAN			SHEET C-100	
DATE	PROJECT #	FUNDING #		
OCTOBER 2023	23.01903	N/A		



NORTH RIDGE STREET

24

N 53° 10' E 489.3

23

N 37° 17' W 409.5

COURTYARD 1

Existing Building

COURTYARD 2

COURTYARD 3

Phase 2 Addition

CONCRETE WALK

Existing Parking

LOCATION OF EXISTING
PORTE-COCHERE

EAST RHODE ISLAND AVENUE

N 31° 25' W 151.17

PHASE 2-LIMITS OF CONSTRUCTION

See Sheet For Enlargement

CONCRETE WALK

15' BUILDING
SETBACK LINE

S 36° 45' E 288.5

S 53° 15' W 375.98

S 53° 15' W 160.65

N 31° 25' W 288.83

26

Coordinates For All Points Coordinates For All Points Based On N.C. Grid

	NORTH	EAST
9	7502.38	8007.07
10	7459.76	7980.93
12	7413.94	7953.14
14	7366.92	7939.76
20	7426.93	8130.10
22	7460.34	8121.27
23	7500.00	7500.00
24	7792.74	7892.02
25	7113.25	8399.43
26	6798.31	7977.67
27	7174.00	7748.19
28	7051.34	7622.99

HORIZONTAL CONTROL PLAN

THE PENICK MEMORIAL HOME
RESIDENTIAL/DOMICILIARY CARE FACILITY
PHASE 2
SOUTHERN PINES, NORTH CAROLINA

ph-2

PROJECT NO. 2431
DATE 12 JUNE 85
DRAWN BY
CHECKED BY
REVISIONS

CONSULTANTS
Hunter Reynolds Jewell P.A.

Hamwood
16 North Tryon Avenue
Raleigh, North Carolina 27603
(919) 821-5074

HAYES - HOWELL
ARCHITECTS, AIA
210 E. NEW HAMPSHIRE
SOUTHERN PINES
NORTH CAROLINA

LA-1

OF TOTAL
9

Prior Building Approvals - 2019



AR-01-19

2019 February Town Council









Prior Building Approvals - 2014



Front View (South)



Left View (West)



Right View (East)



Rear View (North)



Penick Village Precedent Images



Figure 1: Village House



Figure 2: Parkview



Figure 3: Wharton



Figure 4: Building Signage

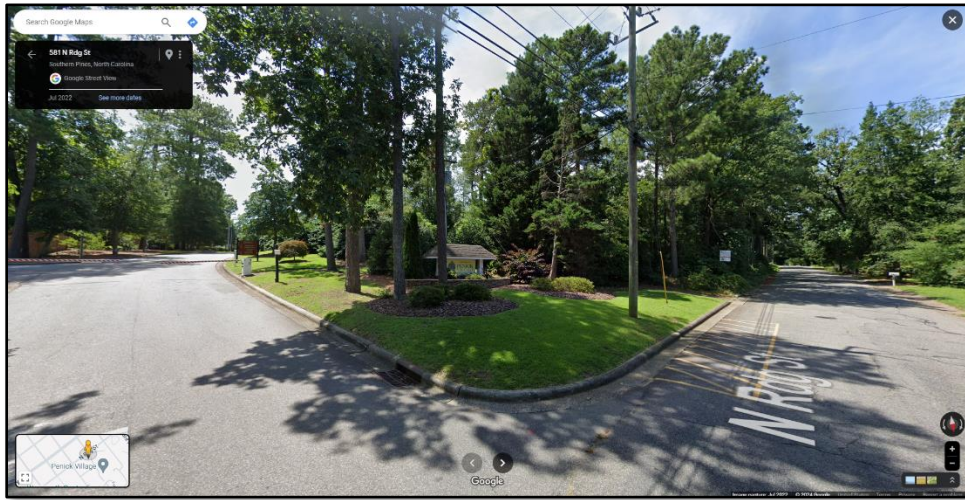


Figure 2: North Ridge Street & East Rhode Island Ave – Looking south.

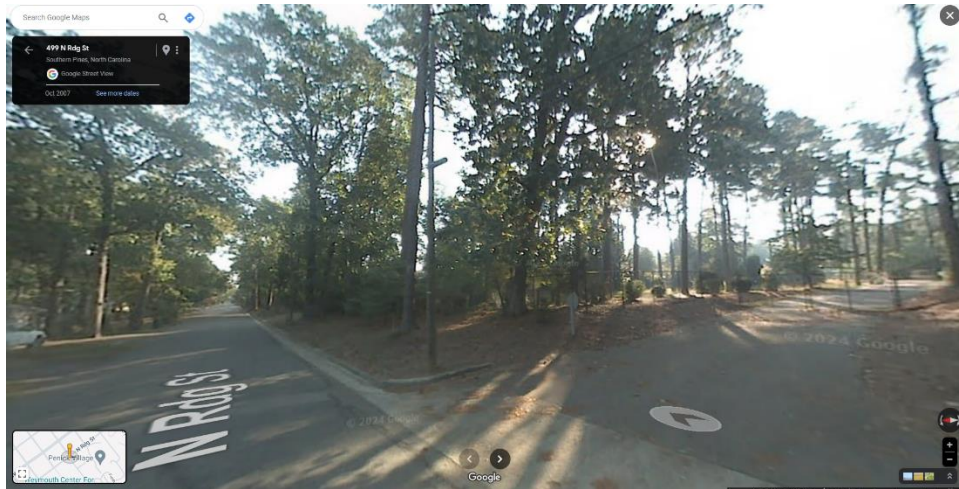


Figure 3: North Ridge Street & East Maine Ave - Looking east.

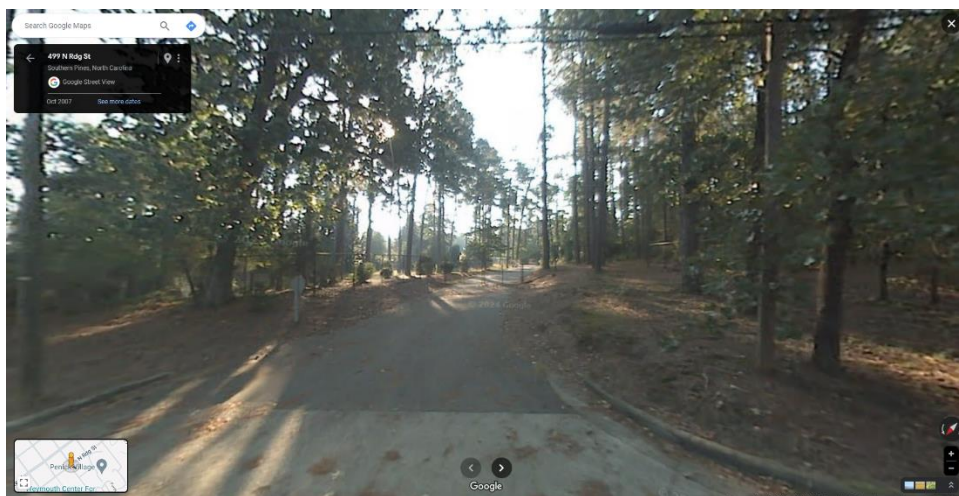


Figure 4: North Ridge Street & East Maine Avenue - Looking Southeast.



Figure 5: North Ridge Street & East Maine Ave - Looking south.



Figure 6: North Ridge Street & East Vermont Ave - Looking east.



Figure 7: East Vermont Ave - Looking north.

Agenda Item

To: Reagan Parsons, Town Manager
From: Gene Ruiz, Planner II
Subject: AR-04-24, Penick Maintenance Building
Date: June 11, 2024

I. SUMMARY OF APPLICATION REQUEST

The applicant, Neal Smith Engineering, is requesting an Architectural Compliance Permit for one maintenance building on behalf of the legal property owner, Penick Village, Inc. The site is located in an FRR zoning district (i.e., Penick Village continuing care retirement center), and is approved under Special Use Permits (fka Conditional Use Permits) CU-01-82, CU-02-83, CU-01-85, CU-03-87, CU-02-90, CU-03-92, CU-07-99, and CU-01-00. Per UDO §5.11.3(A), Penick Village is considered a conforming use and is permitted to reconstruct and expand the continuing care retirement center.

II. PROJECT INFORMATION

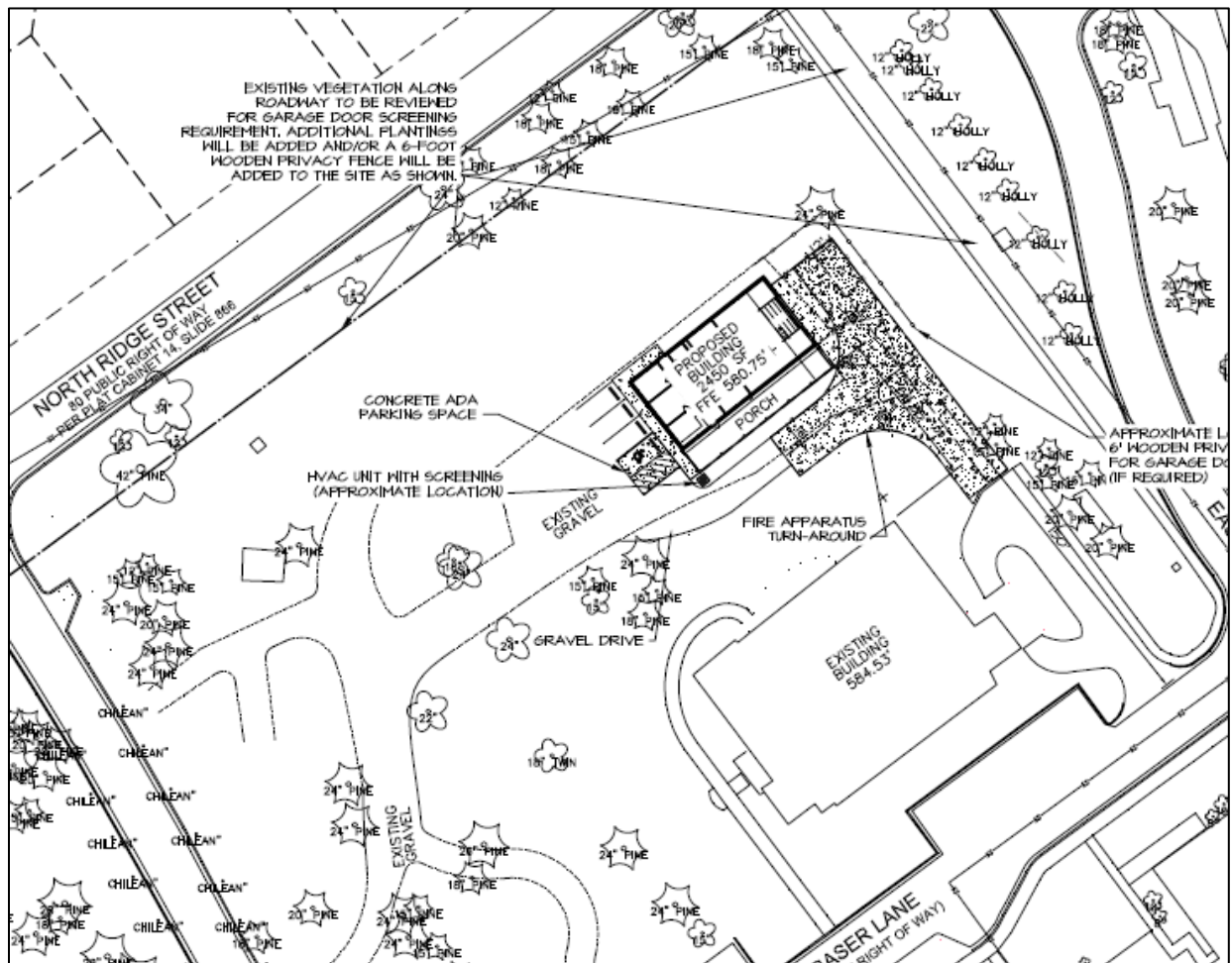
A. Property Owners

PIN: 858100680081 (**PARID** 00033227)
Penick Village, Inc
500 East Rhode Island
Southern Pines, NC 28387

B. Applicants and Authorized Agents

Neil Smith, PE
Neil Smith Engineering, Inc
139 Pinehurst Avenue Suite C
Southern Pines, NC 28387

Figure 1. Proposed Site Layout Plan for the Maintenance Building at Penick Village



The subject property is located at the intersection of N. Ridge St. and E. Rhode Island. The subject property is zoned FRR. The broader neighborhood includes RS-1, RS-3, RM-1 and RM-2 zoning districts.

Figure 2: Zoning and Vicinity Map for Property (Red box).



Figure 3. Drone pictures of the site (Red box).



III. STAFF REVIEW

1. Review Process. Applications for Architectural Compliance Permits are reviewed pursuant to UDO §2.26.

2. Application Review Dates

Application Submitted: **May 1, 2024**

Application Complete: **May 16, 2024**

Town Council Regular Meeting: **June 11, 2024**

3. Staff Comments based on Building Design Requirements per UDO §4.10.4

Staff has reviewed the project for compliance with UDO §4.10.4 *Building Design Requirements*. See staff comments for the two areas of non-compliance. Compliance for signage will be determined during sign permit review since UDO §4.10.4 (J) states signage shall comply with the standards in section 4.6 and any applicable zoning district standards.

- UDO §4.10.4 (C) states the exterior finish of building walls shall be primarily comprised of brick. Cementitious horizontal lap siding, textured concrete masonry, cast stone and stucco may be used for accents, provided that they cover no more than twenty (20) percent of the exterior walls, exclusive of doors and windows. Wood and metal may be used as trim around doors and windows.

None of the elevations currently meet the 80% brick building materials. The NW elevation which faces a public street has a total of 30% brick. The NE elevation has 9.52%, SW elevation has 15.91% and SE elevation has 30.77%. The building material consist of Dark Brown Pine Hall Rustic Heritage Tumble brick veneer, horizontal siding consists of Hardie Plank cement lap siding colored with Roy Croft bronze green with black asphalt shingles.

Within the Penick Village development, multiple buildings have been approved with deviations from the building materials standards. However, these building were located within Penick Village and were typically not visible from a public street (see AR-16-14 and AR-01-19). The proposed maintenance building, as proposed, would be highly visible from North Ridge Street. See Figure 3 above. Per UDO 4.10.4(C)(2), alternative materials may be used for “walls that are screened and not visible from any public street, walkway, or residential zoning district.” Given the use of the proposed building as a maintenance shed, planning staff can support the use of screening, as set forth in UDO 4.3.5, to ensure the proposed building is not visible from North Ridge Street. Planning staff recommend granting the deviation with a condition for screening between North Ridge Street and the proposed building.

- UDO §4.10.4 (D) *states that windows shall be glazed in non-reflective clear glass. The following standards apply in the FRR district: windows and doors shall comprise at least twenty-five (25) percent of street-facing building façades between the elevations of two (2) and ten (10) feet above the grade of the building entry.*

This project is not compliant with this section because the applicants have stated that the percentage of the façade facing North Ridge Street that consists of windows and doors is 7.65%. The applicants have stated in their narrative (Attachment 2) that the reason is due to the interior layout and the nature of the use for the building as well as security for the items being stored in the building. Planning staff believe that since the building must be screened from view from a public street (see discussion on compliance with UDO 4.10.4(C) above), the screening as required and as suggested by staff as a condition of approval will make the reduced percentage of windows and doors acceptable.

4. Staff Recommendation

When reviewing an application for an Architectural Compliance Permit, the Town Council shall approve, conditionally approve, or deny the application based on the following criteria, as set forth in **UDO §2.26.7**.

- (A) *For Buildings with ten thousand (10,000) square feet or more of Gross Floor Area or that do not comply with the commercial Building design standards in Section 4.10, the application is consistent with the applicable Comprehensive Plan goals and policies;*
- (B) *The application substantially conforms with the applicable Multi-Family or commercial design standards and other applicable provisions of the UDO;*

(C) *The application is consistent with applicable conditions of prior Development Approval.*

Considering these criteria, Planning Staff recommend approval of AR-04-24 with the following deviations and conditions:

- **Deviation 1.** Regarding UDO §4.10.4 (C) Building Materials, all elevations may have less than 80% brick building materials considering that the building may have less than 80% brick building materials. Planning recommends granting deviation per UDO 4.10.4(C)(2) alternative material maybe used for “walls that are screened and not visible from any public street, walkway, or residential zoning district. As stated above if properly screened it will not be visible from North Ridge Street.
- **Deviation 2.** Regarding UDO §4.10.4 (D) Windows, the Planning Department recommends granting the deviation for less than 25% glazing between 2 and 10 feet considering the use of the building. Planning recommends granting deviation based on the primary use of the building for maintenance and storage of maintenance equipment.
- **Condition 1.** Screening per UDO §4.10.4(C)(2) and §4.3.5 is required between the proposed maintenance building and N. Ridge Street to ensure the building is not visible from any public street, walkway, or residential zoning district.

III. ATTACHMENTS PROVIDED BY THE APPLICANT

1. Completed Application, including Appointment of Agent Form
2. Applicant Narrative (Revised May 9, 2024)
3. Exterior Building Renderings (Revised May 9, 2024)
4. Color Rendering (Revised 9, 2024)
5. Site Layout (Revised 9, 2024)

IV. TOWN COUNCIL ACTION

The Town Council should consider the purpose of an architectural compliance permit per UDO §2.26 and shall vote on whether the proposed application complies with the criteria per UDO §2.26, the commercial building design requirements per UDO §4.10.4 and prior development approvals.

The Town Council may make one of the following motions or any alternative they wish.

I move to:

1. Approve AR-04-24;
2. Approve AR-04-24 with the following conditions and/or deviations:

-
-
-
-
3. Deny AR-04-24.

Architectural Compliance Permit Application

Date Received: _____ Fee Paid: _____ Case No.: AR-____-____

TO THE TOWN COUNCIL OF THE TOWN OF SOUTHERN PINES:

I, the undersigned, do hereby make application for an Architectural Compliance Permit regarding for the following project:

Project Information:

Project Name: Penick Village, Inc

Street Address: 500 East Rhode Island Avenue, Southern Pines, NC 28387

PIN: 858100680081 Parcel ID: 00033227 Zoning: FRR

Type of building (retail, office, etc.): Maint. Building Total square footage: 3,373

Applicant:

Name: Neal Smith Engineering, Inc - Neal Smith, PE

Email: nsmith@nsengineering.com Phone: 910-695-8825

Mailing Address: 139 Pinehurst Avenue - Suite C, Southern Pines, NC 28387

Legal Property Owner(s), if different from Applicant:

Name(s): Penick Village, Inc

Email: _____ Phone: 910-692-0300

Mailing Address: 500 East Rhode Island Avenue, Southern Pines, NC 28387

Date: 05/01/24


Applicant

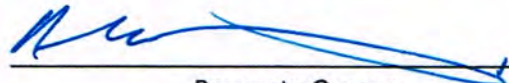
APPOINTMENT OF AGENT

The undersigned owner(s), Penick Village, Inc, hereby appoint(s) Neal Smith, PE as the exclusive agent for the purpose of making an application to the Town of Southern Pines for an **Architectural Compliance Permit** for improvements to the property described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

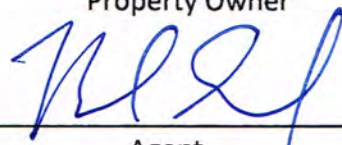
1. to submit an application and required supplemental materials;
2. to appear at public meetings and give representation and comments on behalf of the owner(s);
3. to accept conditions or recommendations made by the Town of Southern Pines Town Council for the issuance of an **Architectural Compliance Permit** for improvements to the subject property; and
4. to act on behalf of the owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for an **Architectural Compliance Permit** under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

Signed this 30th day of April, 2024.

Penick Village, Inc by:


Property Owner CEO

Property Owner


Agent



Neal Smith Engineering, Inc.

139 Pinehurst Ave. – Suite C

Southern Pines, NC 28387

Phone: (910) 695-8825 | Fax: (910) 695-8832

www.nseengineering.com | NC License No. C-1425



NARRATIVE AND ARCHITECTURAL COMPLIANCE FOR PENICK VILLAGE 500 E. RHODE ISLAND AVENUE NSE PROJECT NO. 2431301 MAY 1, 2024 REV. 01 – MAY 9, 2024

NARRATIVE:

This is a new building that will be constructed to architecture of the other buildings located on the property. The building will be cohesive to the surroundings of the property.

ARCHITECTURAL COMPLIANCE – CHAPTER 4 DEVELOPMENT AND DESIGN STANDARDS:

4.10.4(A)(1): The front of buildings shall face and have the primary customer entry facing that street. Corner Lot buildings shall face and have the primary customer entry facing the higher order street, facing the corner or facing each street. Buildings that extend the full depth of a block may be required to have entries on each street frontage.

~~The building is to be used as a maintenance shop for the Penick Village campus and will not be open to the public. This building is for staff use only.~~

Staff Comment per Email May 8, 2024: Currently not meeting the standards, clearly identify what side of the building is the front.

Response – The elevation that currently marked “Street Facing” is the front elevation since it is the only “public street” facing elevations.

4.10.4(A)(2): Maximum spacing or distance between customer entries shall not exceed the standards established in Exhibit 4-15.

The building is to be used as a maintenance shop for the Penick Village campus and will not be open to the public. This building is for staff use only.

4.10.4(B)(1): In the CB and DTO districts, buildings or building segments shall be taller than wide.

This campus is not located within the CB or the DTO districts. The current zoning for the property is FRR (Facilities Resources Recreation).

4.10.4(B)(2): *In other districts, the width of buildings or building segments shall not be more than twice the building height.*

~~This building is being broken into segments using windows and door that will be trimmed out with trim board to match the corners of the building. The building will mimic other structures already on the property.~~

Staff Comment per Email May 8, 2024: In order to determine compliance, planning needs to height information. The standards states the width of Buildings or Building segments shall not be more than twice the Building height.

Response – The building segments are not more than twice the height of the building. Refer to Details 1 & 2 on Sheet G1.1

4.10.4(B)(3): *Building segments may be created through a combination of vertical features such as changes in material, building offsets, courtyards, changes in rooflines or architectural features that create the appearance of building segments.*

The overhead door jamb and header is recessed approximately 8” to provide a vertical and horizontal building segment. Trim work and the gable pediment will also provide depth at the ridge.

4.10.4(B)(4): *Large scale retail structures shall comply with Section 4.10.6.*

This is not a large-scale building. This is a small-scale structure located on a private campus.

4.10.4(C): *The exterior finish of building walls shall be primarily comprised of brick. Cementitious horizontal lap siding, textured concrete masonry, cast stone and stucco may be used for accents, provided that they cover no more than twenty (20) percent of the exterior walls, exclusive of doors and windows. Wood and metal may be used as trim around doors and windows. The Permit Issuing Authority may approve: (1) The use of alternative building materials that establish an equivalent appearance and have equal or greater durability. (2) Alternative materials satisfying minimum building code standards on walls that are screened and not visible from any public street, walkway or residential zoning district. (3) Alternative materials satisfying minimum building code standards for structures located within a planned golf course development that are compatible with the development and the proposed location within the development*

The applicant would like to request for these alternate materials to be approved since they are as durable as the materials listed in the architectural standards.

Staff Comment per Email May 8, 2024: Building material calculations (and percentages) must exclude windows and doors. Glass was included in building material calculations for each elevation.

Response – Calculations added to the plans for all elevations. Refer to revised Sheet G1.1

4.10.4(D)(1): Windows shall be glazed in non-reflective, clear glass

Windows will meet or exceed the minimum requirements of the NC Energy Conservation Codes that will require minimal tinting to meet the needed U/R value for this location/zone.

Staff Comment per Email May 8, 2024: Will require manufacture data/spec sheet to determine whether windows meet town standards.

Response – This section of the UDO does not require specifications to be presented. North Carolina Energy Code (NCECC) requires very specific R-Values/U-Values for this areas Energy Zone. Minimal tinting is required to meet the NCECC requirements This will be addressed during the building permitting process.

4.10.4(D)(2): The following standards apply in the CB district

See below.

Staff Comment per Email May 8, 2024: You can remove (D)(2)(a),(b), &(c) from the narrative, these standards only apply in the CB district.

Response – Requested sections removed per request. The sections were included and addressed because previous planners deemed the application incomplete if the sections were not included in this summary.

4.10.4(D)(3): In other zoning districts, windows and doors shall comprise at least twenty-five (25) percent of street-facing building façades between the elevations of two (2) and ten (10) feet above the grade of the building entry.

This project is not compliant with this section because of the interior layout and the nature of the use for the building along with the security for the items being stored in the building. See attached calculations.

Staff Comment per Email May 8, 2024: Since this standard is not being meet it will have to go through town council for approval.

Response – Understood.

4.10.4(E)(1): Awnings are encouraged and may encroach over the sidewalk within the CB district and may encroach up to six (6) feet into any street side setback in other districts.

There are no awnings planned for this building. However, there is a porch on the back side of the building.

4.10.4(E)(2): The minimum clearance between the lowest point of an awning and sidewalk shall be eight (8) feet.

No awnings planned.

4.10.4(E)(3): Awnings shall be canvas or material of similar appearance and flexibility unless otherwise approved by the Town Council. Street facing awnings shall not be taller than six (6) feet unless specifically approved by the Town Council.

No awnings planned.

4.10.4(F)(1): Galleries and arcades are encouraged and may encroach up to six (6) feet into any street side setback but may not encroach into public right-of-way.

No galleries or arcades planned.

4.10.4(F)(2): The minimum clearance for arcades and galleries shall be twelve (12) feet between the sidewalk and the ceiling of the gallery or arcade.

No galleries or arcades planned.

4.10.4(G)(1): In the CB district horizontal parapets with cornices shall be required along Broad Street. Parapets, gable or hip roofs may be used along other streets in the CB district. Parapet height should vary between adjacent buildings.

Not located in the CB district.

4.10.4(G)(2): In other districts, buildings may use parapets with cornices, gable or hip roofs. Changes in parapet height or design, gables or other changes in the roofline as viewed from any public street shall be required for any building that is wider than one hundred (100) feet. For buildings that are wider than one hundred (100) feet, changes in rooflines shall be used to avoid uninterrupted planes of longer than two hundred (200) feet).

This building is not wider than 100ft. The building is 71'-0" long and 47'-6" wide.

4.10.4(G)(3): Shingles or standing seam, non-reflective metal shall be used on all roof's visible public streets. Brightly colored roofs, such as intense blues, reds or oranges are prohibited.

Shingles are to be used on this building.

Staff Comment per Email May 8, 2024: Identify the color of shingles to ensure they comply with standards.

Response – Color will be black.

4.10.4(H): Mechanical Equipment; Mechanical equipment shall be screened from view from the street and shall not be located between the street and the building.

All mechanical equipment will be screened, refer to the site plan for additional information.

Staff Comment per Email May 8, 2024:) Narrative states to refer to the site plan however it does not call out AC units or generators. Building mechanical equipment (UDO §4.10.4.H) must be screened from view from the street.

Response – Notes added to site plan and will be verified during the site review/permitting process.

4.10.4(I): Loading Zones and Garage Bays; Garage doors and loading bays shall face an interior Lot line alley or service drive and shall not face a street or residential district unless buffered or screened in accordance with sections 4.3.4 and 4.3.5.

Refer to site plan for locations.

Staff Comment per Email May 8, 2024: The garage door does not face the interior lot line. Garage door will need to be screened.

Response – Notes added to site plan and will be verified during the site review/permitting process.

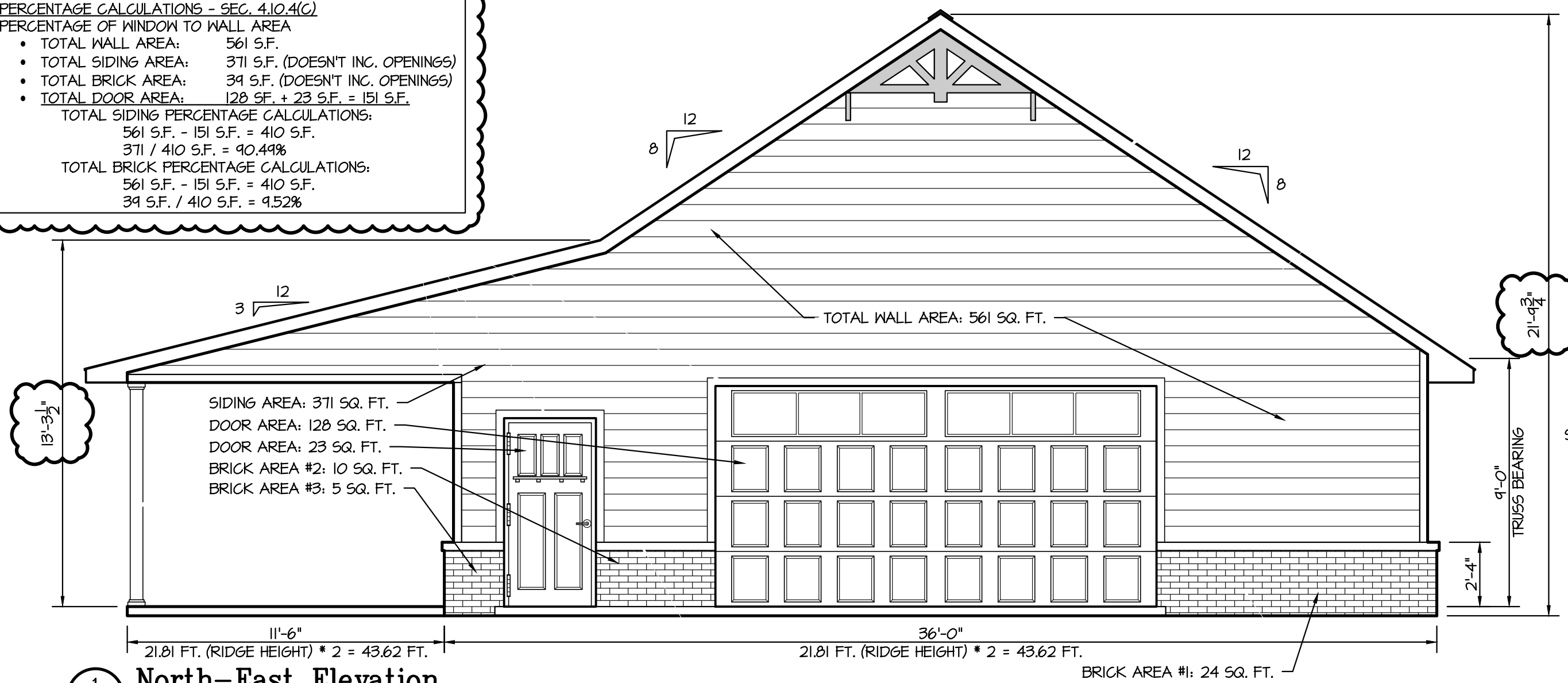
4.10.4(J): Signage; Signage shall comply with the standards in section 4.6 and any applicable zoning district standards.

No additional signage is planned at the time for the site.

If you have any additional questions or concerns, please feel free to contact us at any time.

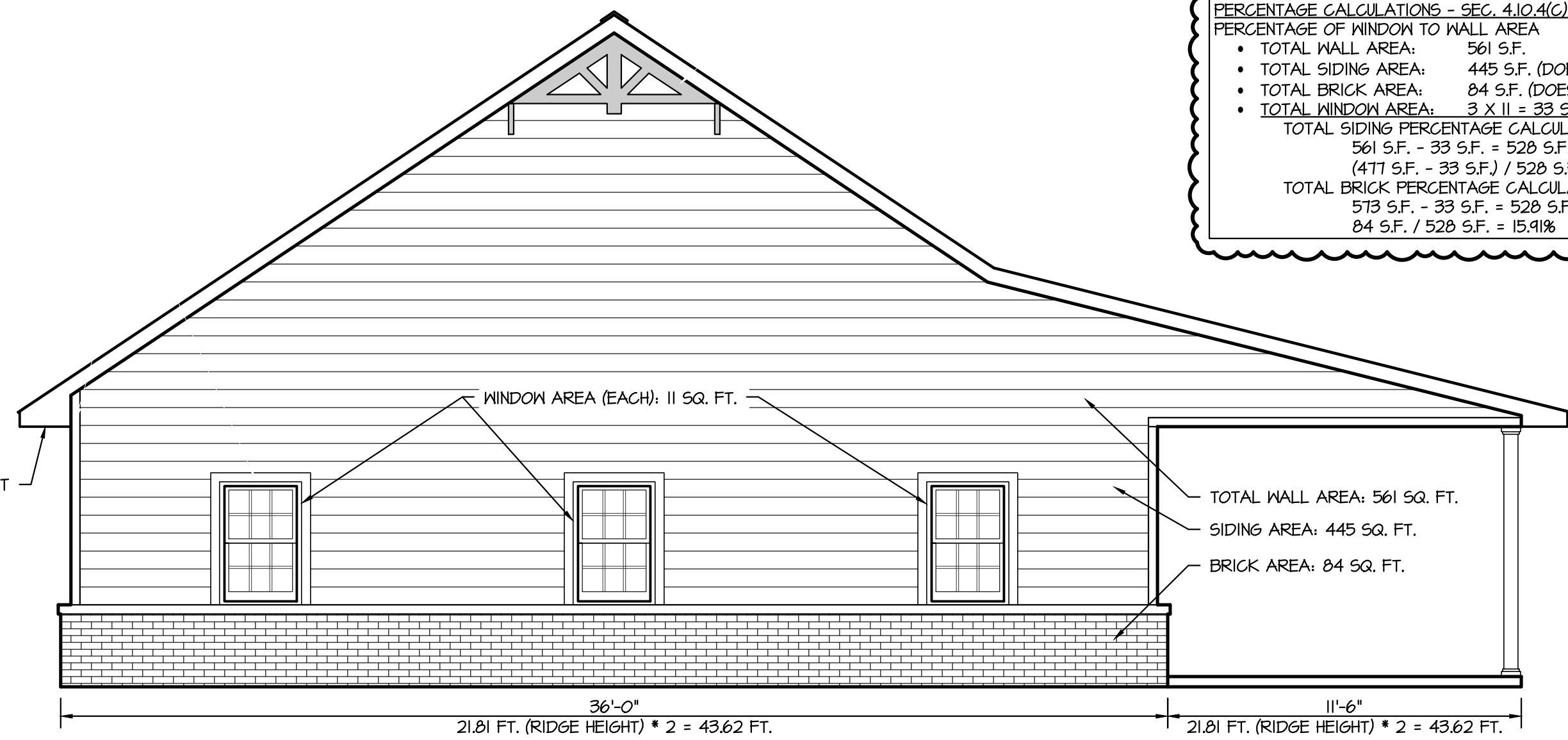
Sincerely,
NEAL SMITH ENGINEERING, INC.

PERCENTAGE CALCULATIONS - SEC. 410.4(C)
PERCENTAGE OF WINDOW TO WALL AREA
• TOTAL WALL AREA: 561 S.F.
• TOTAL SIDING AREA: 371 S.F. (DOESN'T INC. OPENINGS)
• TOTAL BRICK AREA: 34 S.F. (DOESN'T INC. OPENINGS)
• TOTAL DOOR AREA: 128 S.F. + 23 S.F. = 151 S.F.
TOTAL SIDING PERCENTAGE CALCULATIONS:
561 S.F. - 151 S.F. = 410 S.F.
371 / 410 S.F. = 90.44%
TOTAL BRICK PERCENTAGE CALCULATIONS:
561 S.F. - 151 S.F. = 410 S.F.
34 S.F. / 410 S.F. = 8.29%

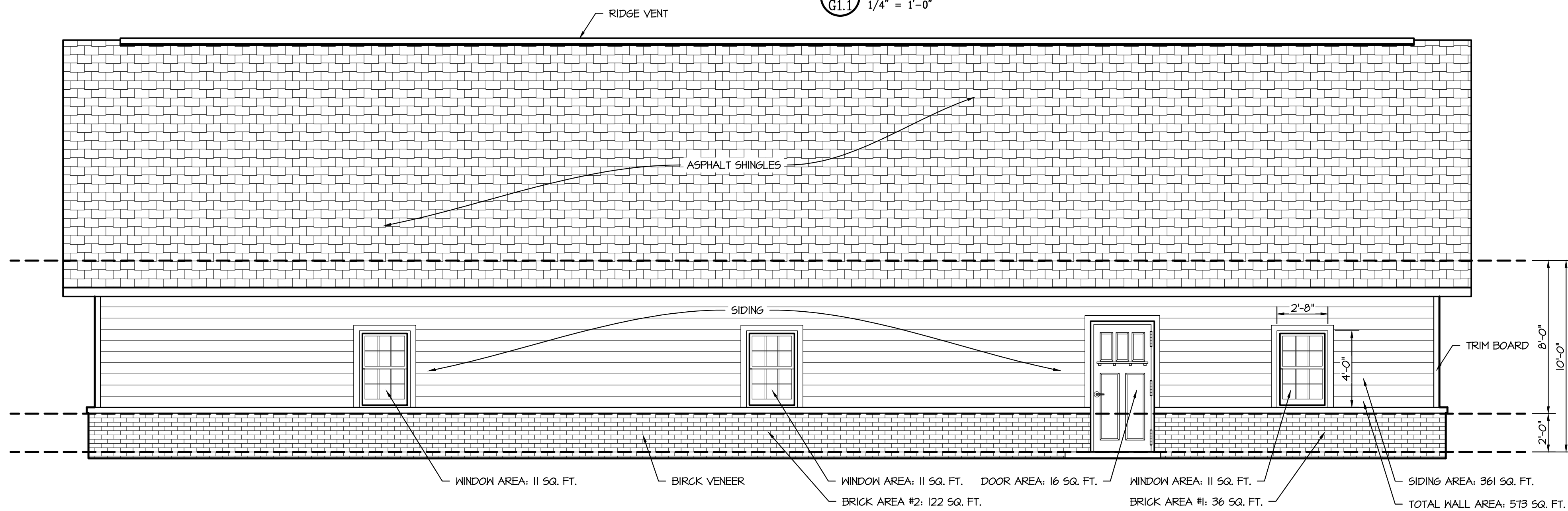


1 North-East Elevation
1/4" = 1'-0"

PERCENTAGE CALCULATIONS - SEC. 410.4(C)
PERCENTAGE OF WINDOW TO WALL AREA
• TOTAL WALL AREA: 561 S.F.
• TOTAL SIDING AREA: 445 S.F. (DOESN'T INC. OPENINGS)
• TOTAL BRICK AREA: 84 S.F. (DOESN'T INC. OPENINGS)
• TOTAL WINDOW AREA: 3 X 11 = 33 S.F.
TOTAL SIDING PERCENTAGE CALCULATIONS:
561 S.F. - 33 S.F. = 528 S.F.
(445 / 528 S.F.) = 84.28%
TOTAL BRICK PERCENTAGE CALCULATIONS:
561 S.F. - 33 S.F. = 528 S.F.
84 S.F. / 528 S.F. = 15.91%



2 South-West Elevation
1/4" = 1'-0"

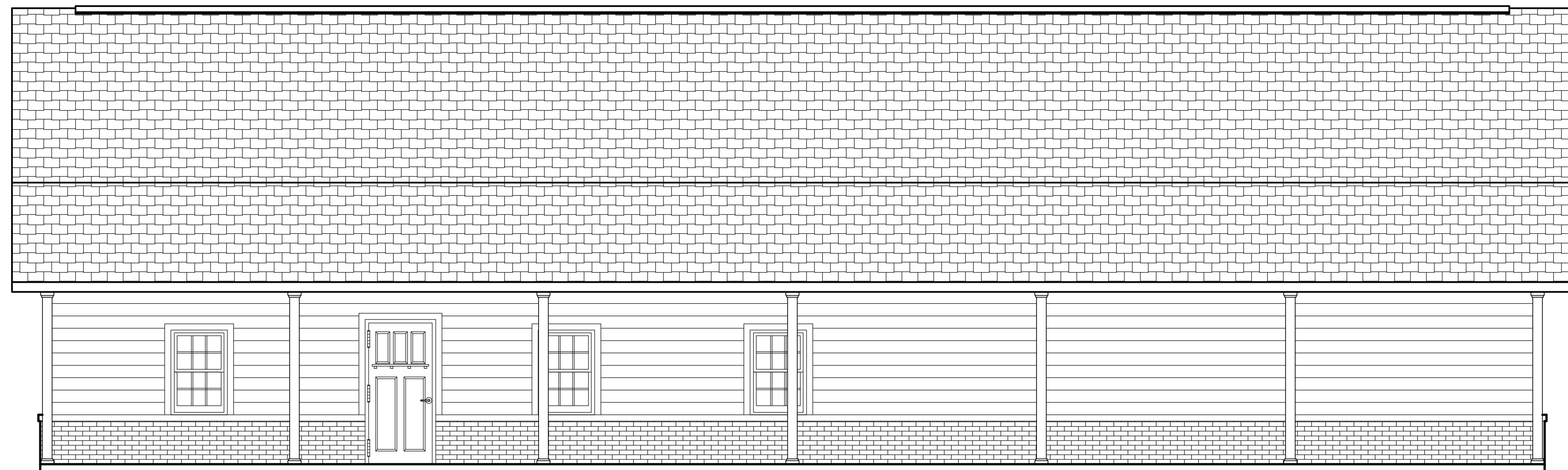


3 North-West Elevation - Street Facing aka Front Elevation
1/4" = 1'-0"

PERCENTAGE CALCULATIONS - SEC. 410.4(C)
PERCENTAGE OF WINDOW TO WALL AREA
• TOTAL WALL AREA: 573 S.F.
• TOTAL SIDING AREA: 361 S.F. (DOESN'T INC. OPENINGS)
• TOTAL BRICK AREA: 158 S.F. (DOESN'T INC. OPENINGS)
• DOOR AREA: 26.54 S.F.
• TOTAL WINDOW AREA: 3 X 11 = 33 S.F.
TOTAL SIDING PERCENTAGE CALCULATIONS:
573 S.F. - 33 S.F. - 26.54 = 513.46 S.F.
361 / 513.46 S.F. = 70.31%
TOTAL BRICK PERCENTAGE CALCULATIONS:
573 S.F. - 33 S.F. - 26.54 = 513.46 S.F.
158 S.F. / 513.46 S.F. = 30.77%

STREET FACING ELEVATION CALCULATIONS - SEC. 410.4(D)(2)(A)
PERCENTAGE OF WINDOW TO WALL AREA
• WALL AREA: 431 S.F.
• TOTAL WINDOW AREA: 3 X 11 = 33 S.F.
PERCENTAGE: 33 / 431 = 7.65 %

STREET FACING ELEVATION CALCULATIONS - SEC. 410.4(D)(3)
PERCENTAGE OF DOOR AND WINDOW TO WALL AREA
• WALL AREA: 431 S.F.
• DOOR AREA: 16 S.F.
• TOTAL WINDOW AREA: 3 X 11 = 33 S.F.
PERCENTAGE: 49 / 431 = 11.36 %



4 South-East Elevation
1/4" = 1'-0"

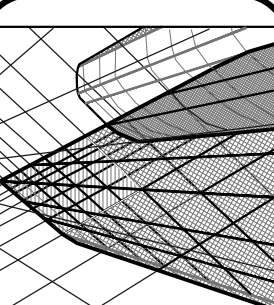
PERCENTAGE CALCULATIONS - SEC. 410.4(C)
PERCENTAGE OF WINDOW TO WALL AREA
• TOTAL WALL AREA: 573 S.F.
• TOTAL SIDING AREA: 361 S.F. (DOESN'T INC. OPENINGS)
• TOTAL BRICK AREA: 158 S.F. (DOESN'T INC. OPENINGS)
• DOOR AREA: 26.54 S.F.
• TOTAL WINDOW AREA: 3 X 11 = 33 S.F.
TOTAL SIDING PERCENTAGE CALCULATIONS:
573 S.F. - 33 S.F. - 26.54 = 513.46 S.F.
361 / 513.46 S.F. = 70.31%
TOTAL BRICK PERCENTAGE CALCULATIONS:
573 S.F. - 33 S.F. - 26.54 = 513.46 S.F.
158 S.F. / 513.46 S.F. = 30.77%

PENICK VILLAGE
Southern Pines, NC

EXTERIOR ELEVATIONS

REVISIONS

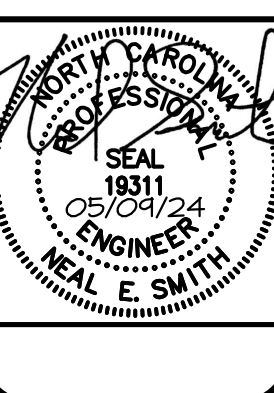
REVISIONS



Neal Smith Engineering, Inc.
139 Piedmont Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 695-8825
Fax: (910) 695-8832
www.nseengineering.com
License No. C-1425

NSE

SEAL



PROGRESS

DRAWINGS

Do not use for
construction

DRAWN BY:

BKB

DATE:

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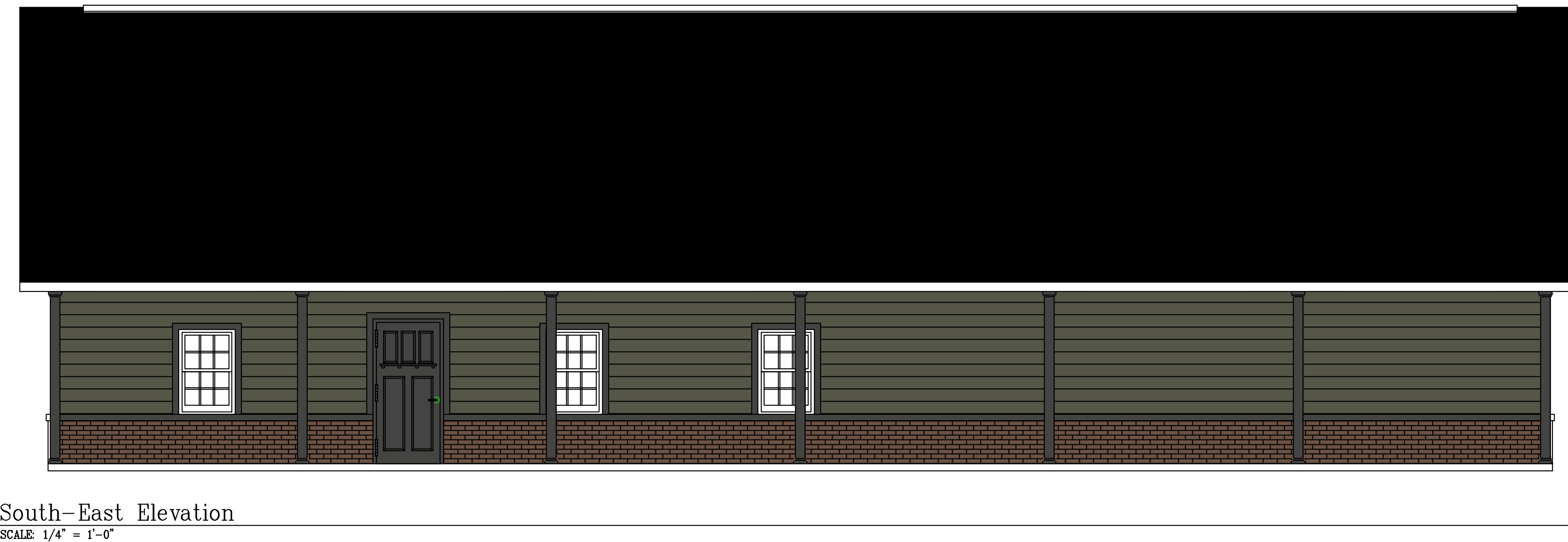
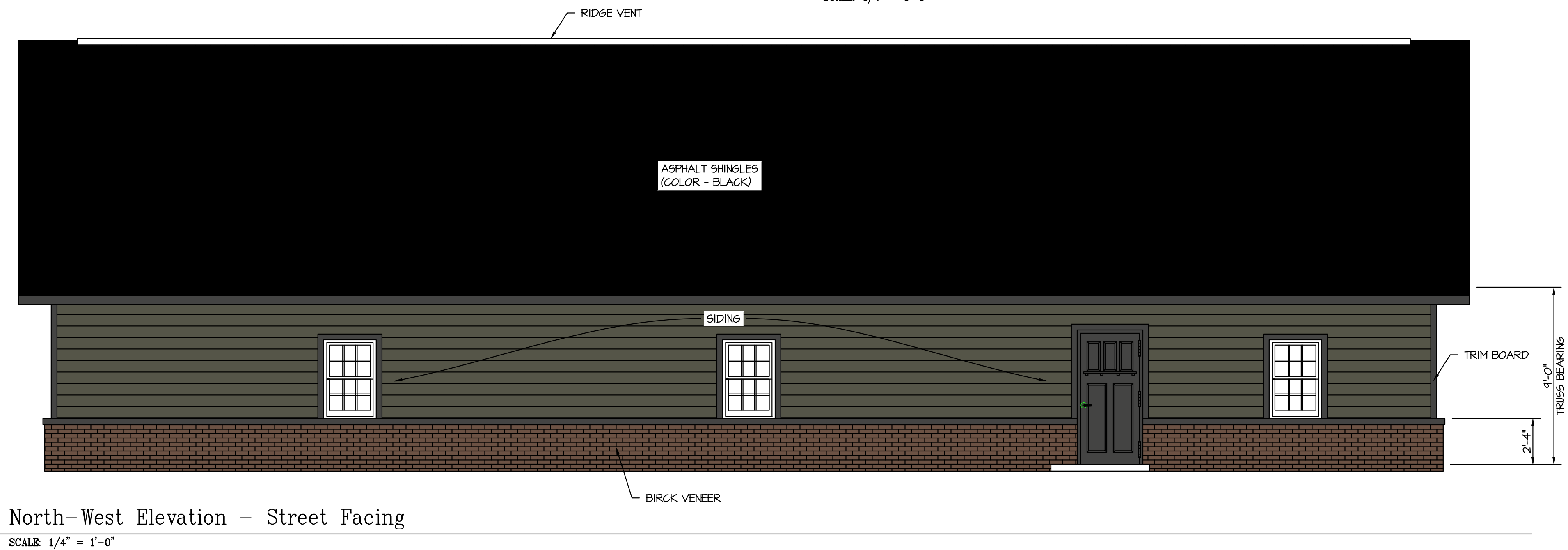
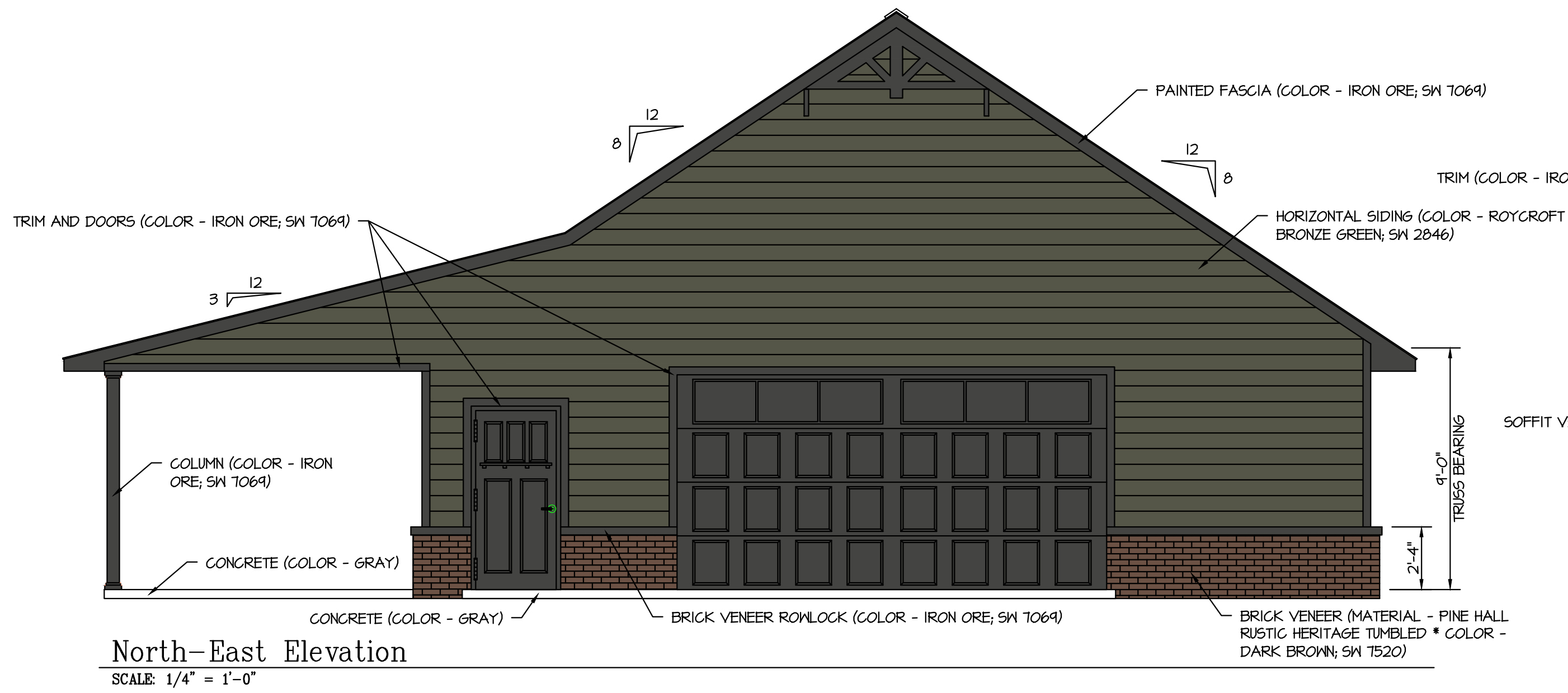
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2431301

DRAWING KEY:

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PROGRESS PLANS 07MAR24
PROGRESS PLANS 06MAR24

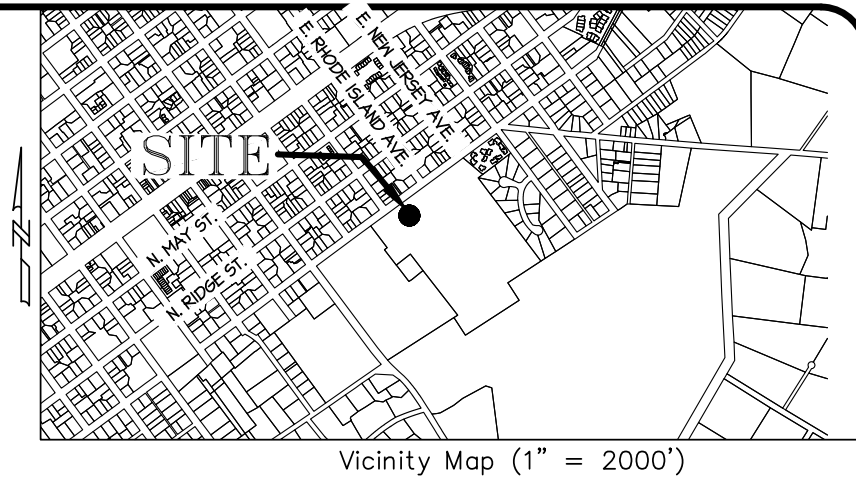


PENICK VILLAGE
Southern Pines, NC
NSE NO. 2431301 :: 05/01/24
REV. 01 - 05/09/24

NOTE:
ALL EXTERIOR MECHANICAL EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH THE TOWN OF SOUTHERN PINES UNIFIED DEVELOPMENT ORDINANCE.

ALL LOADING, UNLOADING, AND GARAGE DOORS SHALL BE SCREENED IN ACCORDANCE WITH THE TOWN OF SOUTHERN PINES UNIFIED DEVELOPMENT ORDINANCE.

SITE PLAN WILL BE REVIEWED FOR COMPLIANCE WITH THE MOST CURRENT VERSION OF THE TOWN OF SOUTHERN PINES UNIFIED DEVELOPMENT ORDINANCE DURING THE SITE PLAN SUBMITTAL PROCESS.

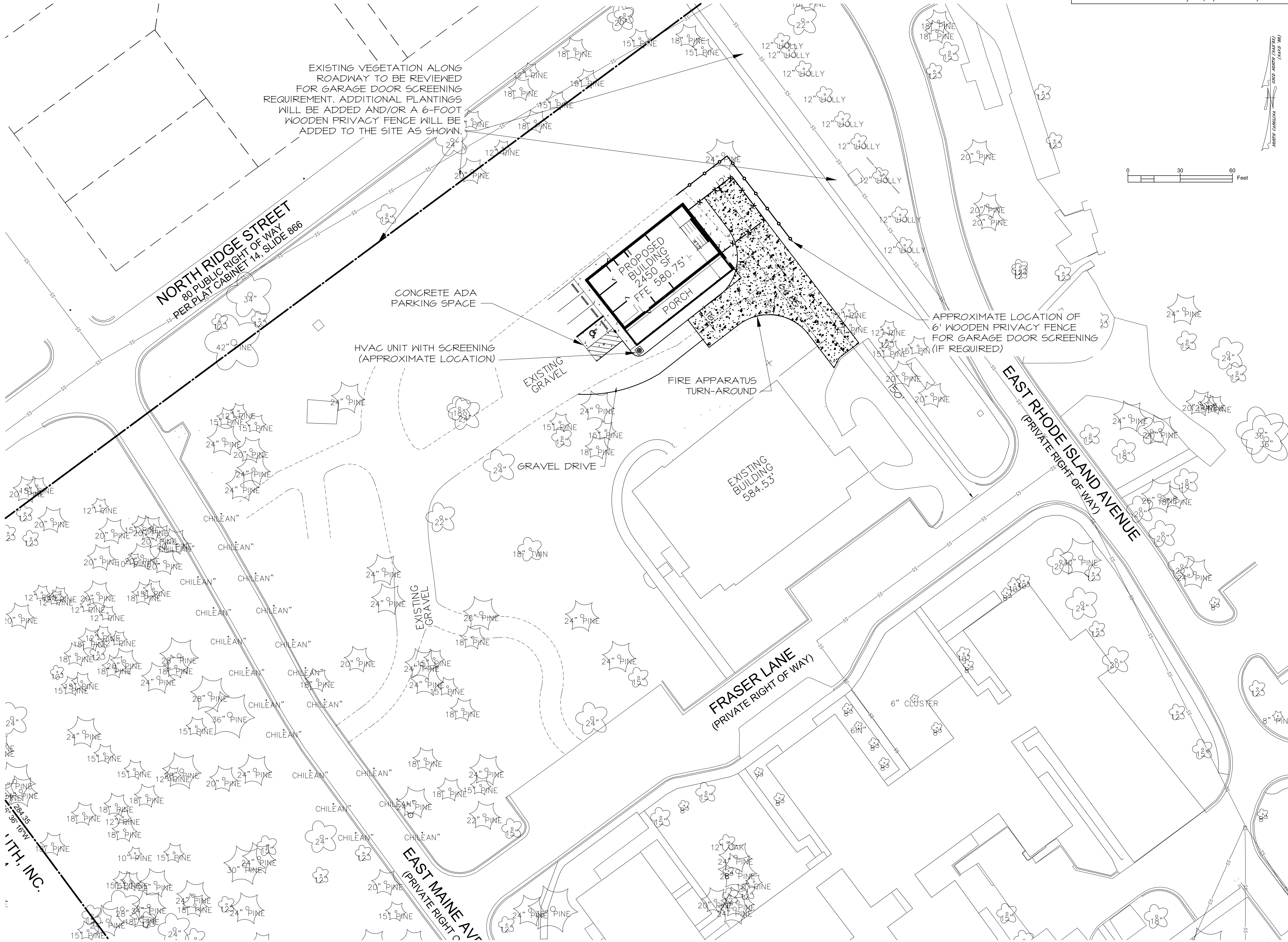


LEGEND:

- = Iron Stake Found
- = Iron Stake Set
- = Concrete Monument Found
- ▲ = PK Nail Found
- △ = PK Nail Set
- = Existing Right of Way
- - - = Proposed Right of Way
- - - = Boundary Line
- - - = Adjacent Property Lines not Surveyed
- - - = Existing Setback Lines
- - - = Proposed Setback Lines
- - - = Existing Contour
- - - = Proposed Contour
- - - = Approximate Location of Existing Waterline
- - - = Proposed 6" Waterline
- - - = Approximate Location of Existing Gas Line
- - - = Existing Sanitary Sewer Line
- - - = Proposed 8" Sanitary Sewer Line
- - - = Existing Easement
- - - = Proposed Easement
- - - = Existing Overhead Utility
- - - = Existing Underground Utility
- - - = Existing Wetland Limits
- - - = Existing Fence
- - - = Proposed Fence
- - - = Proposed 4" Sewer Service
- - - = Proposed 2" Water Service
- - - = Limits of Disturbance
- - - = Proposed Silt Fence
- - - = Proposed Temporary Diversion
- - - = Existing Stream Centerline
- - - = Existing Soil Road
- - - = Existing Gravel Road
- - - = Existing Light Pole
- - - = Proposed Light Pole
- - - = Existing Utility Pole
- - - = Proposed Utility Pole
- - - = Existing Water Meter
- - - = Proposed Water Meter
- - - = Existing Water Valve
- - - = Proposed Water Valve
- - - = Existing Fire Hydrant
- - - = Proposed Fire Hydrant
- - - = Existing Sanitary Sewer Manhole
- - - = Proposed Sanitary Sewer Manhole
- - - = Existing Sewer Clean out
- - - = Proposed Sewer Clean out
- - - = Curb Inlet
- - - = Existing Storm Drain Manhole
- - - = High Density Polyethylene Pipe
- - - = Reinforced Concrete Pipe
- - - = Flared End Section
- - - = Proposed Spot Elevation
- - - = 10" Pine (typ.)
- - - = Existing Tree to be Removed
- - - = Existing Underground Telephone Line
- - - = Existing Underground Electric Service

OWNER

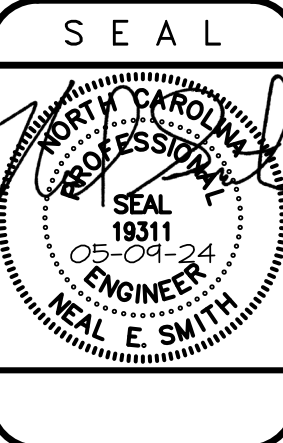
PENICK VILLAGE INC.
PO BOX 2001
SOUTHERN PINES, NC 28387



Neal Smith Engineering, Inc.

139 Pinhurst Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 65-8825
Fax: (910) 65-8832
www.neal-smith-engineering.com
License No. C1425

TSN



PRELIMINARY

Do not use for
construction

DRAWN BY:
BCW
DATE:
02-20-24
JOB NUMBER:
2431301
DRAWING KEY:
PRE-I

THIS DRAWING IS THE PROPERTY OF NEAL SMITH ENGINEERING, INC., AND MAY NOT BE REPRODUCED WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER. THIS DRAWING IS VOID WITHOUT ORIGINAL SIGNATURE AND SEAL.

Agenda Item

To: Reagan Parsons, Town Manager

From: Alaina Mallette, Senior Planner

Subject: AR-03-24, Southern Pines Surgery Center, Corner of Patriot Boulevard and Pavilion Way (i.e., Morganton Park North Phase 10, Site 4N)

Date: June 11, 2024

I. SUMMARY OF APPLICATION REQUEST

The applicant, Harold Dean Peacock of Peacock Partnership, Inc., is requesting an Architectural Compliance Permit for the first 23,543 square foot portion of a 40,000 square foot surgery center. The request is being made on behalf of the legal property owner, Pinehurst Surgical Clinic Realty, LLC. The proposed building is Phase B-1, the first phase of a three-phase medical office development as depicted on the approved Pinehurst Surgical Site 4N Preliminary Development Plan (PD-05-23). Primary access to the first phase of the medical office development will be on the south side of the parcel onto Pavilion Way and a second access with future phases of development will be on the north side of the subject property via South Carlisle Street.

II. PROJECT INFORMATION

A. Property Owners

PIN 857100597408 (**PARID** 20190272)
Pinehurst Surgical Clinic Realty, LLC
5 First Village Drive
Pinhurst, NC 28374

B. Applicants and Authorized Agents

Harold Dean Peacock
Peacock Partnership, Inc.
5500 Interstate North Parkway, Suite 500
Atlanta, GA 30328

Figure 1: Pinehurst Surgical Site 4N PDP (PD-05-23) Phasing Plan Showing Phase B-1

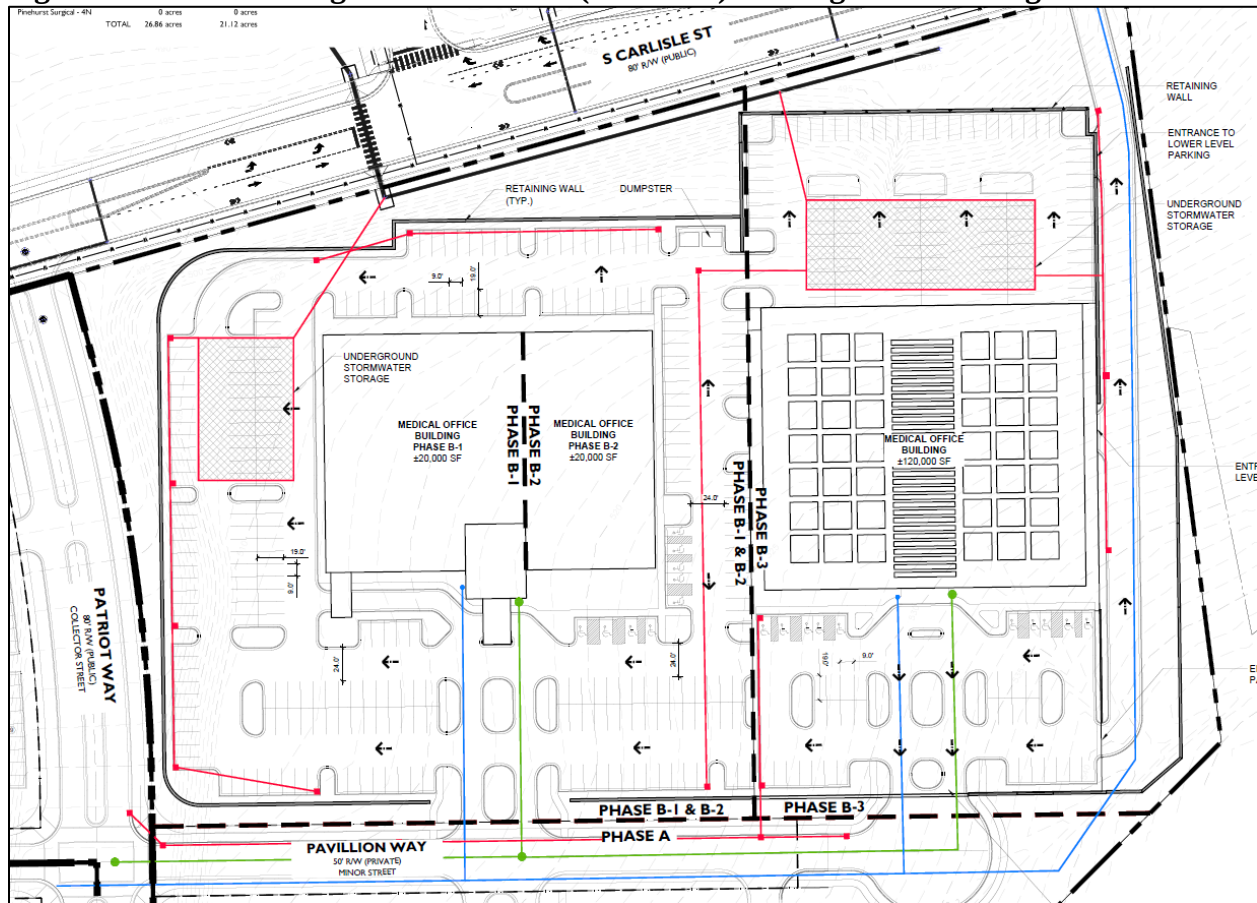


Figure 2. Phase B-1 Site Layout Provided by Applicant with AR-03-24:

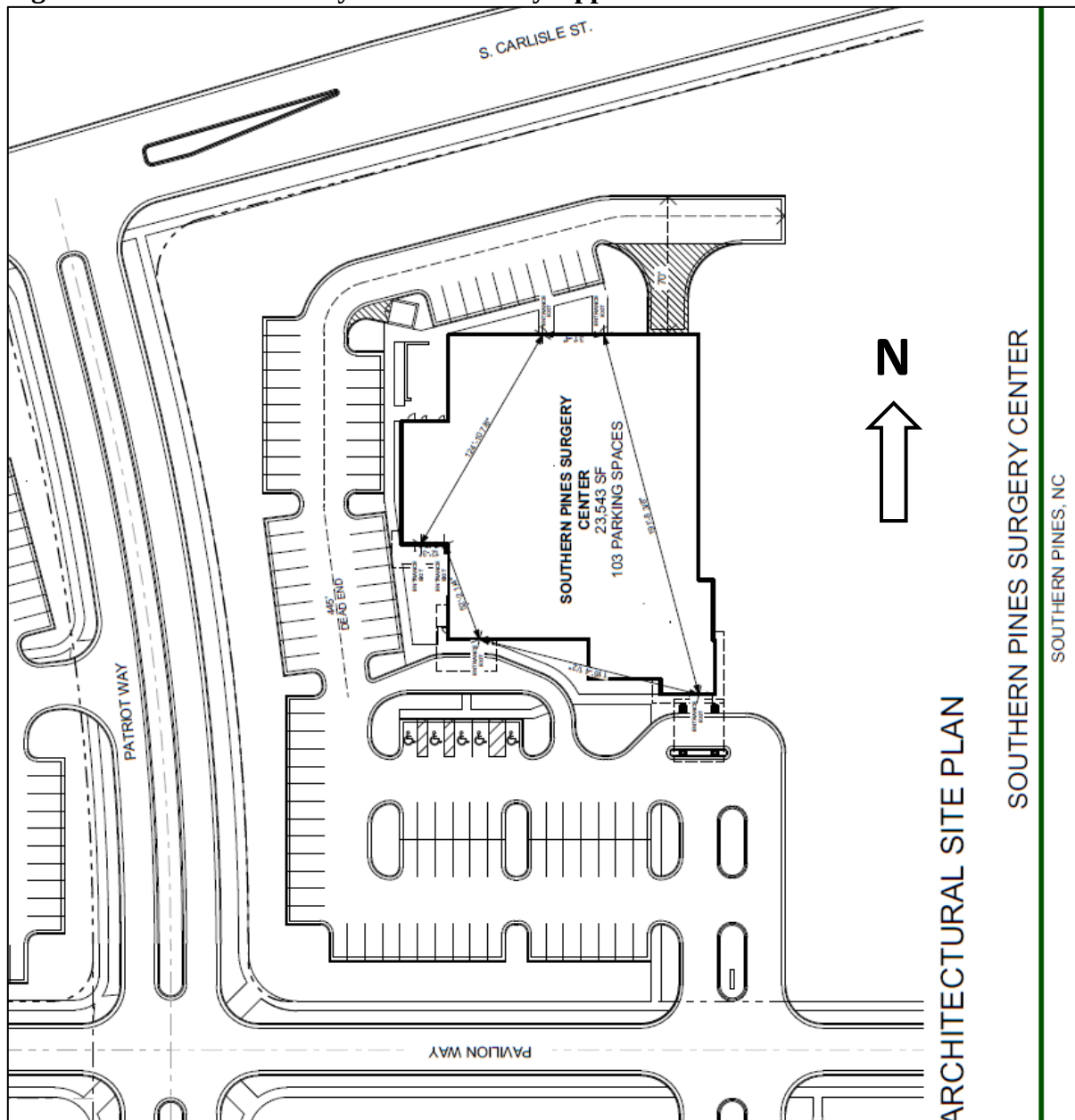
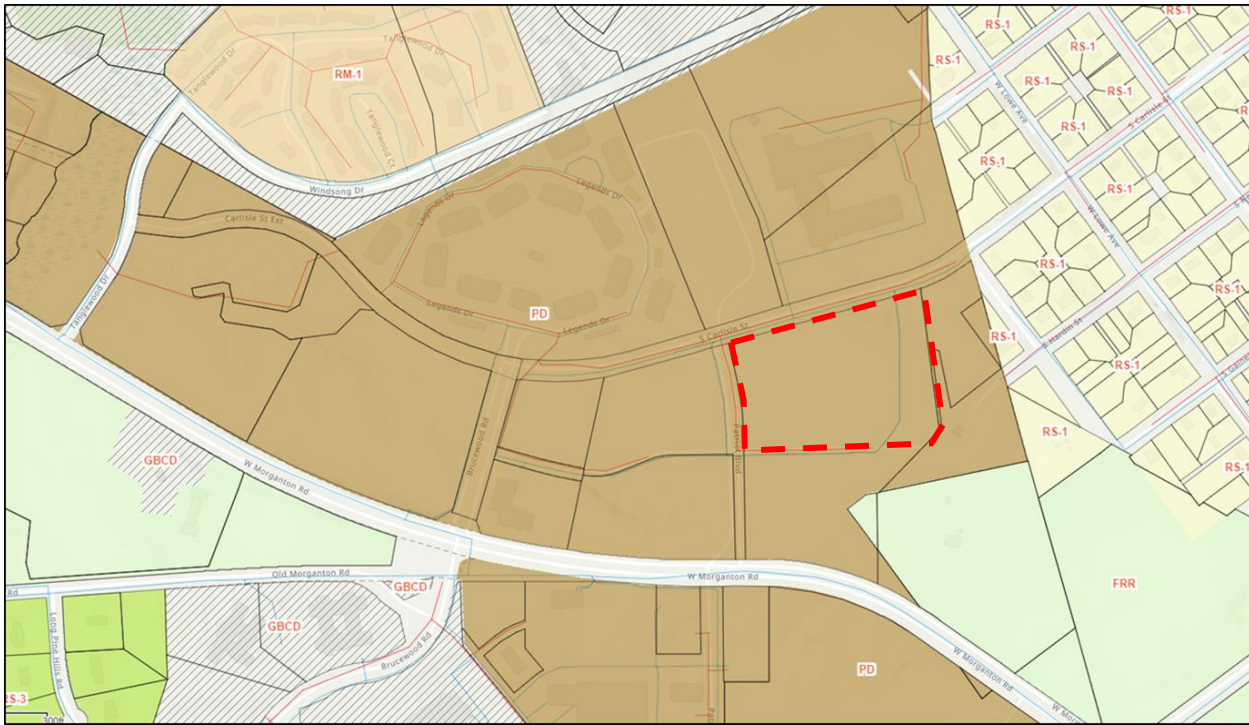


Figure 3. Zoning and Vicinity Map for Property.



III. STAFF REVIEW

- 1. Review Process.** Applications for Architectural Compliance Permits are reviewed pursuant to UDO §2.26.

- 2. Application Review Dates**

Application Submitted: **May 2, 2024**

Additional Materials Submitted: **May 13, 2024**

Application Incomplete: **May 10, 2024**

Application Complete: **May 10, 2024**

Town Council Regular Meeting: **June 11, 2024**

- 3. Staff Comments based on Building Design Requirements per UDO §4.10.4**

Staff has reviewed the project for compliance with UDO §4.10.4 *Building Design Requirements*. See staff comments for the sole area of non-compliance in the table below. Compliance for signage will be determined during sign permit review since UDO §4.10.4 (J) states signage shall comply with the standards in section 4.6 and any applicable zoning district standards.

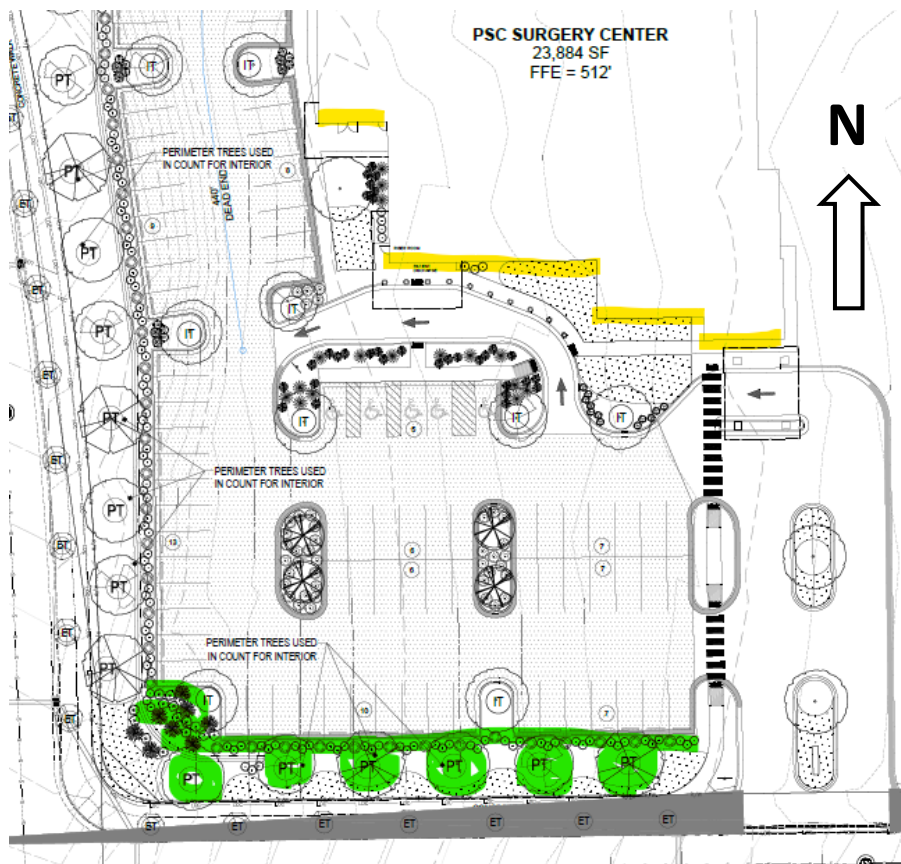
Table 1. AR-03-24 Areas of Noncompliance

✓ = compliant

✗ = not compliant

	New Construction of a Principal Building, Southern Pines Surgery Center Phase B1, 23,543 SF
Building materials (§4.10.4.C)	✗ Building does not meet 80% brick standard for the following elevation (i.e., more than 20% of each elevation is accent materials, including EIFS and ACM panel): south elevation, 68% brick. However, the deviation requested is consistent with prior development approvals for Morganton Park North and the south facing façade of the building is not visible from a public street because Pavilion Way and Patriot Boulevard are presently private streets. Per UDO 4.10.4(C)(2), the Town Council may approve alternative building materials in this circumstance. Furthermore, substantial landscaping will be required that will partially screen the south facing façade of the proposed building. See Figure 4 below.

Figure 4. Initial Submittal of Site Plan Showing Landscape Screening/Buffering (site plan not yet approved)



4. Staff Recommendation

When reviewing an application for an Architectural Compliance Permit, the Town Council shall approve, conditionally approve, or deny the application based on the following criteria, as set forth in **UDO §2.26.7**.

- (A) *For Buildings with ten thousand (10,000) square feet or more of Gross Floor Area or that do not comply with the commercial Building design standards in Section 4.10, the application is consistent with the applicable Comprehensive Plan goals and policies;*
- (B) *The application substantially conforms with the applicable Multi-Family or commercial design standards and other applicable provisions of the UDO;*
- (C) *The application is consistent with applicable conditions of prior Development Approval.*

Considering these criteria, Planning Staff recommend approval of AR-03-24 with the following deviation:

- **Deviation 1.** Regarding UDO §4.10.4 (C) Building Materials, the south elevation of the first phase of the surgery center may have 68% brick as depicted in the elevations provided by the applicant considering that the structure is consistent with prior development approvals for Morganton Park North and the buildings will not be visible from a public street because Pavilion Way and Patriot Boulevard are presently private streets.

IV. ATTACHMENTS PROVIDED BY THE APPLICANT

1. Application and Authorized Agent Form
2. Applicant Narrative
3. Exterior Color Building Renderings
4. Exterior Elevations
5. Site Layout
6. Overall Campus Plan, Site 4N Phasing Plan and Site 4N Conceptual Architecture from approved Preliminary Development Plan PD-05-23 (Provided by staff for project context).

V. TOWN COUNCIL ACTION

The Town Council should consider the purpose of an architectural compliance permit per UDO §2.26 and shall vote on whether the proposed application complies with the criteria per UDO §2.26 and prior development approvals.

The Town Council may make one of the following motions or any alternative they wish.

I move to:

1. Approve AR-03-24;

2. Approve AR-03-24 with the following conditions and/or deviations:

3. Deny AR-03-24.



Architectural Compliance Permit Application

Date Received: _____ Fee Paid: _____ Case No.: AR-____-____

TO THE TOWN COUNCIL OF THE TOWN OF SOUTHERN PINES:

I, the undersigned, do hereby make application for an Architectural Compliance Permit regarding for the following project:

Project Information:

Project Name: Southern Pines Surgery Center

Street Address: Patriot Blvd. at Pavilion Way (address not yet assigned)

PIN: 857100597408 Parcel ID: 20190272 Zoning: PD

Type of building (retail, office, etc.): Ambulatory Surgery Center Total square footage: 23,543

Applicant:

Name: Harold Dean Peacock, Architect

Email: dean@peacockpartnership.com Phone: 404-214-5200

Mailing Address: 5500 Interstate North Parkway, Suite 500, Atlanta, GA 30328

Legal Property Owner(s), if different from Applicant:

Name(s): Pinehurst Surgical Clinic Realty, LLC

Email: cgregg@pinehurstsurgical.com Phone: 910-215-2646

Mailing Address: 5 First Village Drive, Pinehurst, NC 28374

Date: 04.30.24

Applicant

APPOINTMENT OF AGENT

The undersigned owner(s), Pinehurst Surgical Clinic Realty, LLC, hereby appoint(s) Harold Dean Peacock, Architect as the exclusive agent for the purpose of making an application to the Town of Southern Pines for an **Architectural Compliance Permit** for improvements to the property described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

1. to submit an application and required supplemental materials;
2. to appear at public meetings and give representation and comments on behalf of the owner(s);
3. to accept conditions or recommendations made by the Town of Southern Pines Town Council for the issuance of an **Architectural Compliance Permit** for improvements to the subject property; and
4. to act on behalf of the owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for an **Architectural Compliance Permit** under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

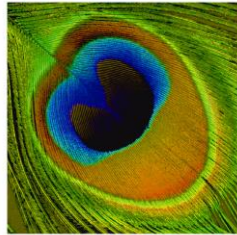
Signed this 29 day of April, 2024.



Property Owner

Property Owner


Agent



**PEACOCK
PARTNERSHIP**

**SOUTHERN PINES SURGERY CENTER
ARCHITECTURAL COMPLIANCE PERMIT**

WRITTEN NARRATIVE

The Town of Southern Pines, Architectural Compliance Permit requires a Written Narrative, as it is the applicant's responsibility to demonstrate compliance with UDO subsection 2.26.7 as well as UDO subsection 4.10.4.

The applicable subsections are written out below with compliance demonstrated by the applicant's response written in red.

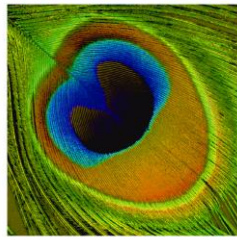
Southern Pines Unified Development Ordinance, Chapter 2 – Development Processes, subsection 2.26.7 – Criteria:

No Architectural Compliance Permit shall be approved unless:

- (A) For Buildings with ten thousand (10,000) square feet or more of Gross Floor Area or that do not comply with the commercial Building design standards in Section 4.10, the application is consistent with the applicable Comprehensive Plan goals and policies;
This building is 23,543 square feet of gross floor area and is in compliance with the design standards in Section 4.10.
- (B) The application substantially conforms with the applicable Multi-Family or commercial design standards and other applicable provisions of the UDO; and
This building is intended to conform with all applicable commercial design standards.
- (C) The application is consistent with applicable conditions of prior Development Approvals.
The subject property is part of the 116.7-acre Morganton Park North Conceptual Development Plan (CDP) that was approved by the Town of Southern Pines on May 15, 2018 (PD-01-18). Furthermore, the PDP for this site (PD-05-23) was approved at the Town Council meeting on January 9th, 2024.

Southern Pines Unified Development Ordinance, Chapter 4 – Development and Design Standards, subsection 4.10.4 – Building Design Requirements:

- (A) Building Orientation and Entries
 - (1) The front of Buildings shall face and have the primary customer entry facing that street. Corner Lot Buildings shall face and have the primary customer entry facing the higher order street, facing the corner or facing each street. Buildings that extend the full depth of a block may be required to have entries on each street frontage.
This building will have frontages along Pavilion Way, Patriot Way, and S. Carlisle Street. The main entrance to the building will face Pavilion Way just as the building across the street (300 Pavilion Way) does. Secondary entrances will be provided along Patriot Way and S. Carlisle Street.



PEACOCK PARTNERSHIP

- (2) Maximum spacing or distance between customer entries shall not exceed the standards established in Exhibit 4-15.

Per Exhibit 4-15, since this building is zoned PD, the maximum spacing between entries is to be determined at the time of final development plan approval. Entrances / exits and their distance from one another are indicated on the site plan.

(B) Building Dimensions

- (1) In the CB and DTO districts, Buildings or Building segments shall be taller than wide. (N/A)
 (2) In other districts, the width of Buildings or Building segments shall not be more than twice the Building height.

The highest point of the building is 29'-1 1/2" above grade. No building segment width is more than twice the building height.

- (3) Building segments may be created through a combination of vertical features such as changes in material, Building offsets, courtyards, changes in rooflines or architectural features that create the appearance of Building segments.

Building offsets, changes in material, changes in roofline, and projections and recessions within the brickwork are used in order to create a segmented building.

- (4) Large Scale Retail structures shall comply with Section 4.10.6 (N/A)

- (C) Building Materials. The exterior finish of Building walls shall be primarily comprised of brick. Cementitious horizontal lap siding, textured concrete masonry, cast stone and stucco may be used for accents, provided that they cover no more than twenty (20) percent of the exterior walls, exclusive of doors and windows. Wood and metal may be used as trim around doors and windows. The Permit Issuing Authority may approve:

- (1) The use of alternative building materials that establish an equivalent appearance and have equal or greater durability.
 (2) Alternative materials satisfying minimum Building code standards on walls that are screened and not visible from any public street, walkway or residential zoning district.
 (3) Alternative materials satisfying minimum Building code standards for structures located within a planned golf course Development that are Compatible with the Development and the proposed location within the Development.

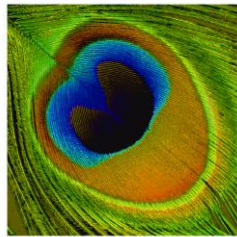
The building is primarily composed of brick. Accent materials make up no more than 20% of each façade. See building elevations for exact material percentages. Below is a materials list showing the name, color, and type of material that will be used:

Material	Type	Color
Brick	Full Bed Depth	Light Beige
		Dark Beige
EIFS		Light Gray
Glass	Low-E	Clear
Window Frames	Aluminum Storefront	Dark Bronze
ACM Panel		Gray
Brackets	Composite	Dark Bronze
Equipment Screen Louver	Aluminum	Gray

(D) Windows

- (1) Windows shall be glazed in non-reflective, clear glass.

The windows for this building will be low-E (energy efficient) insulated clear glass. The same product used on the adjacent buildings will be used here.



PEACOCK PARTNERSHIP

- (2) The following standards apply in the CB district (N/A)
- (3) In other zoning districts, windows and doors shall comprise at least twenty-five (25) percent of street-facing Building façades between the elevations of two (2) and ten (10) feet above the grade of the Building entry. Windows and doors comprise of 38% of the building façade between the heights of 2 and 10 feet along the three street-facing sides of the building.

Street-Facing Façade	Total Area 2'-10' (sq. ft.)	Window & Door Area (sq. ft.)	Percentage
North Elevation	1,224	300	25%
West Elevation	1,482	415	26%
South Elevation	1,291	820	64%
Total	3,997	1,535	38%

(E) Awnings

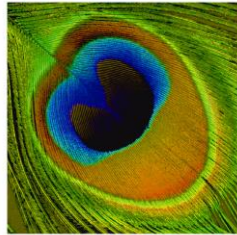
- (1) Awnings are encouraged and may encroach over the sidewalk within the CB district and may encroach up to six (6) feet into any street Side Setback in other districts
No awnings will be provided.
- (2) The minimum clearance between the lowest point of an awning and sidewalk shall be eight (8) feet.
No awnings will be provided, however the canopies that we are providing will all have a minimum clearance of 12 feet.
- (3) In the CB and DTO districts, awnings shall be canvas or material of similar appearance and flexibility. In other districts, awnings shall be canvas or material of similar appearance and flexibility, or metal. Street facing awnings shall not be taller than six (6) feet unless specifically approved by the Town Council. (N/A)

(F) Galleries and Arcades

- (1) Galleries and arcades are encouraged and may encroach up to six (6) feet into any street Side Setback but may not encroach into public Right-of-Way.
- (2) The minimum clearance for arcades and galleries shall be twelve (12) feet between the sidewalk and the ceiling of the gallery or arcade.
No galleries or arcades will be provided.

(G) Roofs

- (1) In the CB district horizontal parapets with cornices shall be required along Broad Street. Parapets, gable or hip roofs may be used along other streets in the CB district. Parapet height should vary between adjacent Buildings. (N/A)
- (2) In other districts, Buildings may use parapets with cornices, gable or hip roofs. Changes in parapet height or design, gables or other changes in the roofline as viewed from any public street shall be required for any Building that is wider than one hundred (100) feet. For Buildings that are wider than one hundred (100) feet, changes in rooflines shall be used to avoid uninterrupted planes of longer than two hundred (200) feet)
The roof for this project will be a low slope single ply TPO membrane. See attached roof plan. The main roof will be completely screened from view by parapets. The building is wider than 100 feet and parapets are varied in height. The longest side of the building is approximately 185' in length, so there are no uninterrupted planes longer than 200'.
- (3) Shingles or standing seam, non-reflective metal shall be used on all roofs visible public streets. Brightly colored roofs, such as intense blues, reds or oranges are prohibited.
The roof material will not be visible from any public street and will not be reflective.



**PEACOCK
PARTNERSHIP**

- (H) Mechanical Equipment: Mechanical equipment shall be screened from view from the street and shall not be located between the street and the building.
See attached roof plan for the location of the mechanical equipment. The equipment will be a single roof top HVAC unit that serves the entire building. An equipment screen will be provided that is slightly taller than the HVAC unit itself. The equipment screen will be continuous around the unit on the 3 street-facing sides of the building.
- (I) Loading Zones and Garage Bays: Garage doors and loading bays shall face an interior Lot line alley or service drive and shall not face a street or residential district unless buffered or screened in accordance with sections 4.3.4 and 4.3.5.
No loading zones or garage doors will be included.
- (J) Signage: Signage shall comply with the standards in section 4.6 and any applicable zoning district standards.
The signage has not been finalized, however all signs will be designed in compliance with the UDO. Signage will include a monument sign and building wall sign and will be similar in size and type to the adjacent buildings.

BIMcloud: peacockpartnership - BIMcloud Software as a Service/PSC Surgery Center Shell & ASC



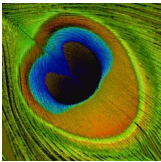
COLOR RENDERING

SOUTHERN PINES SURGERY CENTER

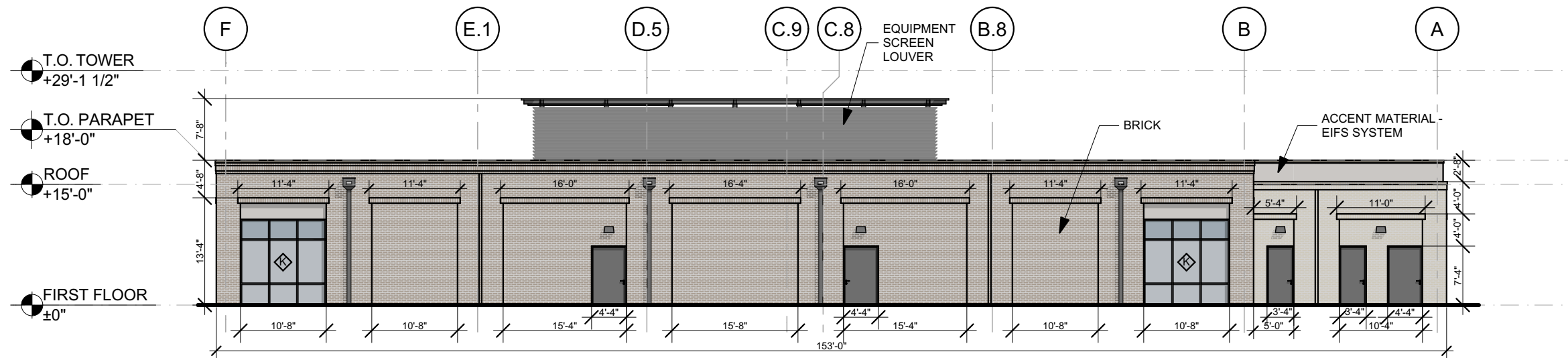
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5/9/2024

SOUTHERN PINES, NC



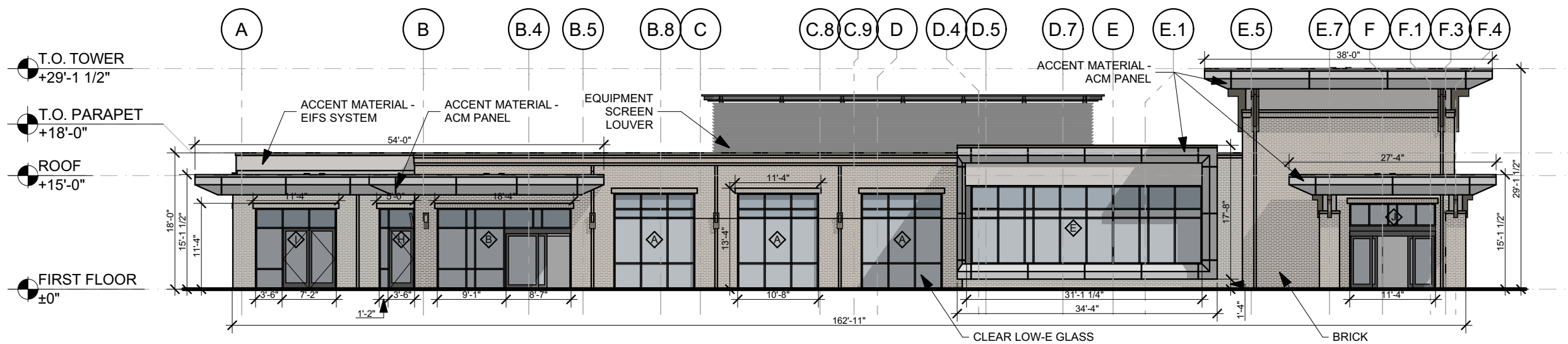
BIMcloud: peacockpartnership - BIMcloud Software as a Service/PSC Surgery Center Shell & ASC



NORTH ELEVATION

NORTH ELEVATION

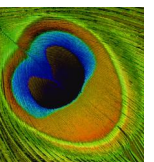
BRICK: 96%
ACCENT MATERIALS: 4%

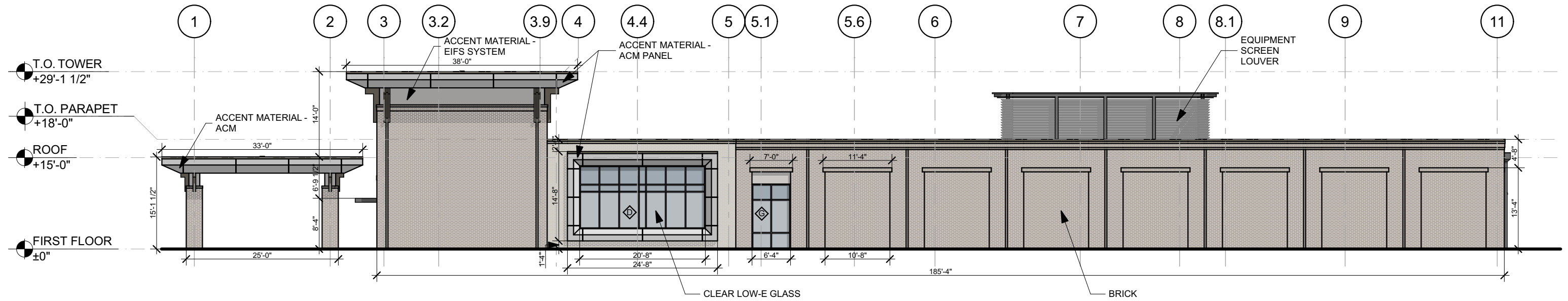


SOUTH ELEVATION

SOUTH ELEVATION

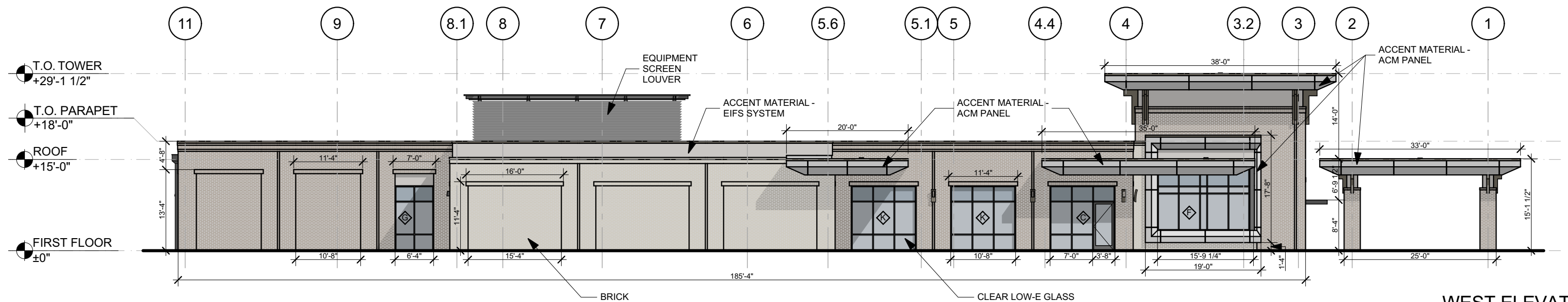
BRICK: 68%
ACCENT MATERIALS: 32%





EAST ELEVATION

BRICK: 90%
ACCENT MATERIALS: 10%



WEST ELEVATION

BRICK: 80%
ACCENT MATERIALS: 20%

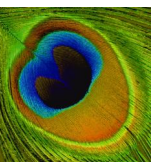
WEST ELEVATION

SOUTHERN PINES SURGERY CENTER

SOUTHERN PINES, NC

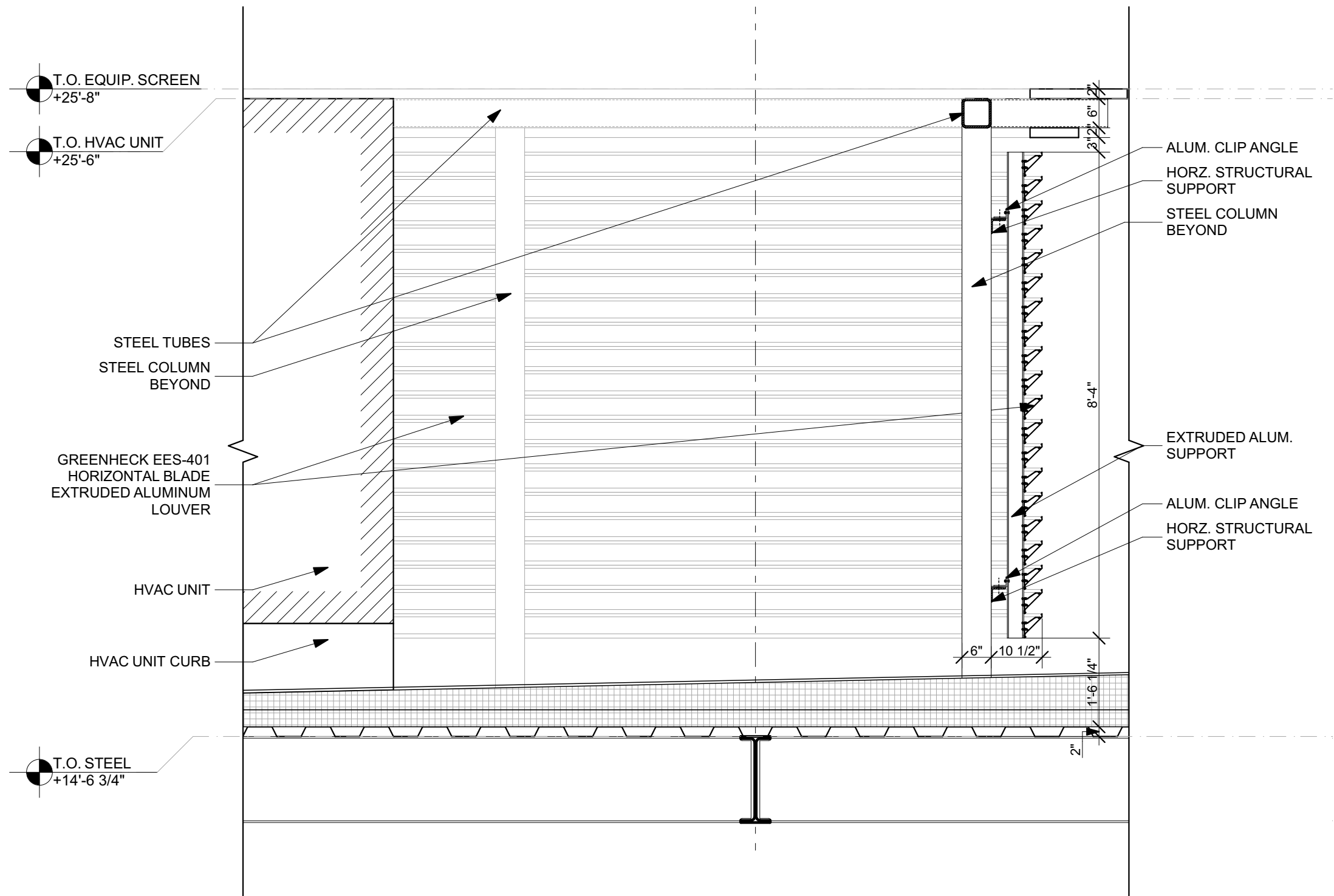
SCALE: 1/16" = 1'-0"

5/9/2024



HAROLD DEAN
PEACOCK
ARCHITECT
Page 92 of 208

BIMcloud: peacockpartnership - BIMcloud Software as a Service/PSC Surgery Center Shell & ASC



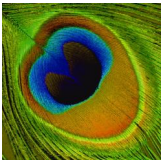
EQUIPMENT SCREEN DETAIL

SOUTHERN PINES SURGERY CENTER

SCALE: 1/2" = 1'-0"

5/9/2024

SOUTHERN PINES, NC

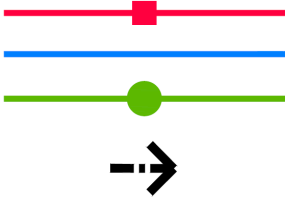




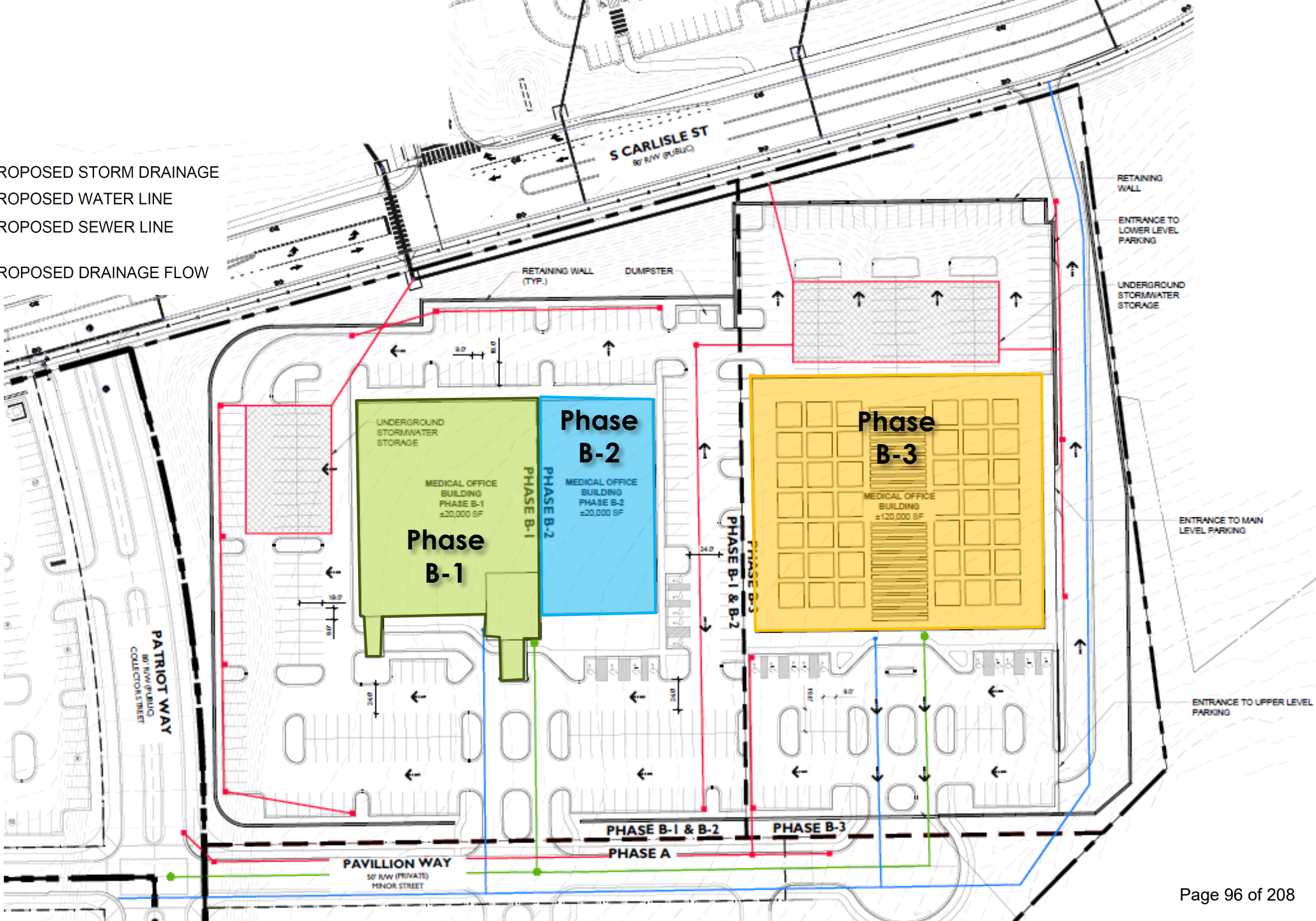
Medical Campus Plan



Site Plan



- = PROPOSED STORM DRAINAGE
- = PROPOSED WATER LINE
- = PROPOSED SEWER LINE
- = PROPOSED DRAINAGE FLOW



Conceptual Architecture



Agenda Item

To: Reagan Parsons, Town Manager
From: Gene Ruiz, Planner II
Subject: AR-05-24, 280 Shaw Avenue
Date: June 11, 2024

I. SUMMARY OF APPLICATION REQUEST

The applicant, Neil Smith Engineering, Inc., is requesting an Architectural Compliance Permit for a two-story, 2,450 square-foot office space on behalf of the legal property owner, William G. Sahadi. The site is located at 280 Shaw Avenue, abutting US HWY 1.

II. PROJECT INFORMATION

A. Property Owners

PIN 857112854837 (**PARID** 00051893)
William G. Sahadi
1140 Old US #1 South
Southern Pines, NC 28387

B. Applicants and Authorized Agents

Neal Smith, PE
Neal Smith Engineering, Inc.
139 Pinehurst Avenue Suite C
Southern Pines, NC 28387

Figure 1. Proposed Site Layout Plan for 280 Shaw Showing Building Entrance

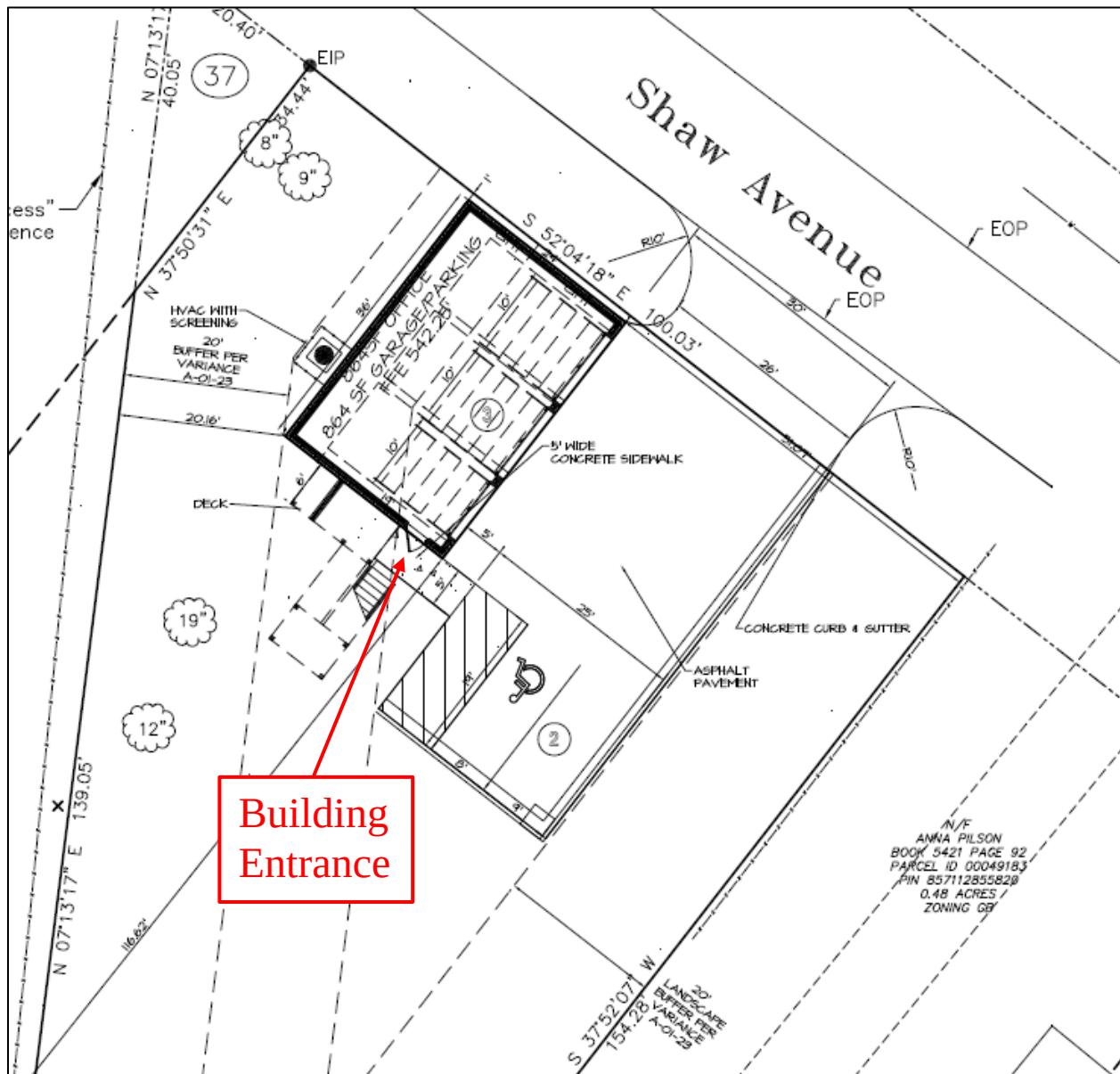


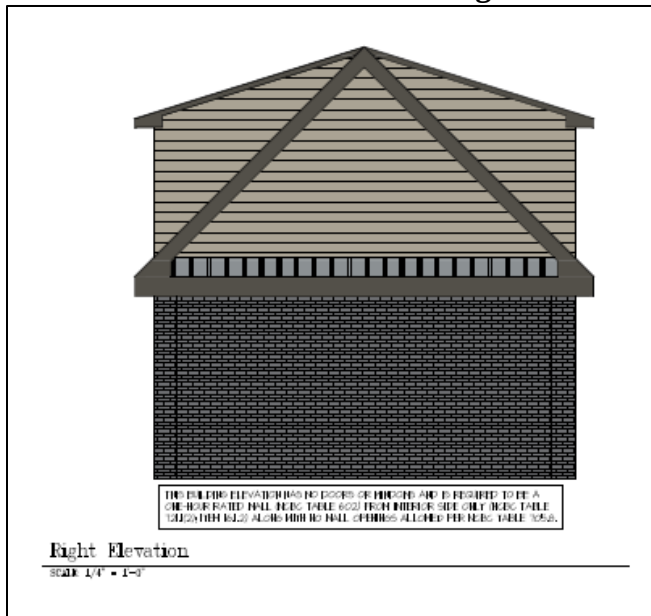
Figure 2. Zoning and Vicinity Map for Property.



Figure 3. East elevation of proposed structure, facing parking area and adjacent property to the southeast. The applicants consider this the front of the building.



Figure 4. North elevation facing Shaw Avenue. The UDO technically requires the customer entrance on this side of the building.



III. STAFF REVIEW

1. Review Process. Applications for Architectural Compliance Permits are reviewed pursuant to UDO §2.26.

2. Application Review Dates

Application Submitted: **May 2, 2024**

Additional Materials Submitted: **May 13, 2024**

Application Incomplete: **May 10, 2024**

Application Complete: **May 10, 2024**

Town Council Regular Meeting: **June 11, 2024**

3. Summary of project history.

The subject property is small for a parcel with highway frontage, being only three-tenths of one acre. The property is also configured in a unique manner due to the US Highway 1 Right of Way cutting off the back third of the originally platted lots. Furthermore, the property is zoned General Business and Urban Village Highway Corridor Overlay which requires large building setbacks and buffers. A site plan depicting these extraordinarily unique property and zoning circumstances may be found as Attachment 5 to this staff report.

In 2023, the Board of Adjustment granted a variance to setback and buffer requirements in the Highway Corridor Overlay due in large part to the lot configuration and parcel size. Considering the variance granted by the Board of Adjustments (file #A-01-23) the applicant received relief from 1) the 40-foot landscape buffer to a minimum of 20 feet in the highway yard, 2) the 75-foot building setback to a minimum of 20 feet in the highway yard, and 3) the 50-foot parking setback to a minimum of 35 feet in the highway yard (of the Urban Village HCO development standards in UDO Exhibit 3-13 and Exhibit 4-3) with the following additional conditions:

1. The applicant maintains a 20-foot undisturbed landscape buffer along the highway yard lot lines (i.e., the western most lot lines adjacent to U.S. Highway 1); and
2. The applicant maintains a 20-foot landscape buffer with the adjacent single-family residence.

4. Staff Comments based on Building Design Requirements per UDO §4.10.4

Staff has reviewed the project for compliance with UDO §4.10.4 *Building Design Requirements*. See staff comments below regarding three areas of non-compliance. Compliance for signage will be determined during sign permit review since UDO §4.10.4 (J) states signage shall comply with the standards in section 4.6 and any applicable zoning district standards.

- UDO §4.10.4 (A) *states the front of Buildings shall face and have the primary customer entry facing that street. Corner Lot Buildings shall face and have the primary customer entry facing the higher order street, facing the corner or facing each street. Buildings that extend the full depth of a block may be required to have entries on each street frontage.*

The “primary customer entry” for the subject building is located on the side of the building opposite Shaw Avenue, closest to the parking lot (see Figure 1 above). The portion of the building that faces the road is located one foot off the property due to the unique lot configuration and cannot contain openings in accordance with North Carolina Building Code Table 705.8. The portion of the building that the applicant considers the “front” faces the parking area and has three garage bays.

The proposed building orientation is the only practical alternative to reasonably develop the property based on the functionality of the site. Per UDO §4.10.1(B), the Town Council may modify the building orientation requirements in this circumstance.

- UDO §4.10.4 (C) *states the exterior finish of building walls shall be primarily comprised of brick. Cementitious horizontal lap siding, textured concrete masonry, cast stone and stucco may be used for accents, provided that they cover no more than twenty (20) percent of the exterior walls, exclusive of doors and windows. Wood and metal may be used as trim around doors and windows.*

None of the elevations currently meet the 80% brick building material requirement. The north elevation is 55% brick; the south elevation is 55% brick; the east elevation is 66% brick and the west elevation is 65% brick. The elevations that can be seen from the public street are the north (facing Shaw Ave.) and east (facing parking lot) elevations (see Figure 3 and 4 above). The building materials consist of Chesapeake Grey brick, Intellectual Gray fiber cement board siding, and riverway galvalume metal roofing.

Due to the unique circumstances associated with this property and zoning requirements described above, screening of the structure from Shaw Ave. is not feasible. The development of the property will require substantial vegetative buffering on the remaining three sides of the property, and the proposed structure will be minimally visible due to the location at the end of Shaw Ave. Per UDO §4.10.1(B), the Town Council may modify the building material requirements in this circumstance.

- UDO §4.10.4 (D) *states that windows shall be glazed in non-reflective clear glass. The following standards apply in the FRR district: windows and doors shall comprise at least twenty-five (25) percent of street-facing building façades between the elevations of two (2) and ten (10) feet above the grade of the building entry.*

The applicants state in their narrative that due to the building being located only one foot from the property line adjoining Shaw Ave. (a requirement to meet side and rear buffering and still have a reasonable developable area), building code requires that the structure have no openings. The window requirement therefore cannot be met. The proposed structure will be minimally visible due to the location at the end of Shaw Ave. Per UDO §4.10.1(B), the Town Council may modify the building material requirements in this circumstance.

5. Staff Recommendation

When reviewing an application for an Architectural Compliance Permit, the Town Council shall approve, conditionally approve, or deny the application based on the following criteria, as set forth in **UDO §2.26.7**.

- (A) *For Buildings with ten thousand (10,000) square feet or more of Gross Floor Area or that do not comply with the commercial Building design standards in Section 4.10, the application is consistent with the applicable Comprehensive Plan goals and policies;*

- (B) *The application substantially conforms with the applicable Multi-Family or commercial design standards and other applicable provisions of the UDO;*
- (C) *The application is consistent with applicable conditions of prior Development Approval.*

Considering these criteria, Planning Staff recommend approval of AR-04-24 with the following deviations and conditions:

- **Deviation 1.** Regarding UDO §4.10.4 (A), the front of building may face the parking area as depicted on the site plan and the customer entry may be located at the rear, or south side, of the building. Currently there is no entrance in the front of the building that faces the street, in accordance to *North Carolina Building Code Table 705.8. Allowable Area of Openings a Building.*
- **Deviation 2** Regarding UDO §4.10.4 (C), the exterior finish of the building walls are allowed to be less than 80% brick and may be developed as depicted in the application materials.
- **Deviation 3** Regarding UDO §4.10.4 (D.3), the ground floor of the building is permitted to have no windows as depicted in the application materials due to the proximity to a property line (for unique reasons set forth in the staff report). This deviation is granted based on North Carolina Building Code 705.8. Code prohibits any opening of any kind if located 0-3ft from a property line or road.

III. ATTACHMENTS PROVIDED BY THE APPLICANT

1. Application and Authorized Agent Form
2. Applicant Narrative
3. Exterior Elevations
4. Exterior Color Building Renderings
5. Site Layout
6. Color Chart

IV. TOWN COUNCIL ACTION

The Town Council should consider the purpose of an architectural compliance permit per UDO §2.26 and shall vote on whether the proposed application complies with the criteria per UDO §2.26, the commercial building design requirements per UDO §4.10.4 and prior development approvals.

The Town Council may make one of the following motions or any alternative they wish.

I move to:

1. Approve AR-05-24;
2. Approve AR-05-24 with the following conditions and/or deviations:

3. Deny AR-05-24.

Architectural Compliance Permit

REQUIRED APPLICATION MATERIALS:

- _____ **Application fee** in the amount of **\$100.00** (gross floor area of 3,499 sq. ft. or less); or **\$300.00** (gross floor area of 3,500 sq. ft. or greater).
- _____ **Completed Application** signed by the applicant. Please do not leave anything blank and make sure that all of the information provided is correct.
- _____ **Appointment of Agent**, if applicable, signed by the property owner(s) and the agent.
- _____ **Deed** copy to provide proof of ownership and property boundaries.
- _____ **Written narrative**: It is the responsibility of the applicant to demonstrate compliance with **UDO §2.26.7**. Please also address **UDO §4.10.4** as part of the narrative.
- _____ **Renderings of elevations** (color).
- _____ **Site plan** if applicable.
- _____ **Electronic copy (PDF) of all application materials** submitted to plan@southernpines.net.

PLEASE SUBMIT ONLY ONE (1) COMPLETE SET OF ALL MATERIALS.

REVIEW AND APPROVAL:

1. **Staff review**: Planning staff will review the application and notify the applicant if additional information or materials are needed.
2. **Public hearing**: A public hearing will be held before the Town Council at its regular monthly meeting. (Please refer to the **Application Processing Timeline** to determine the hearing date.) In addition to the regular meeting, the applicant or a representative is expected to attend the Town Council agenda meeting the Wednesday prior to the regular meeting.
3. **Approval**: The Town Council may approve, conditionally approve or deny the application based on the criteria listed in **UDO §2.26.7**.
4. **Issuance of an Architectural Compliance Permit**: If the request is approved by the Town Council, an Architectural Compliance Permit setting forth any conditions of approval will be issued to the applicant.

PLANNING DEPARTMENT
TOWN OF SOUTHERN PINES
801 SE Service Road, Southern Pines, NC 28387
plan@southernpines.net (910) 692-4003 www.southernpines.net

Architectural Compliance Permit Application

Date Received: _____ Fee Paid: _____ Case No.: AR-____-____

TO THE TOWN COUNCIL OF THE TOWN OF SOUTHERN PINES:

I, the undersigned, do hereby make application for an Architectural Compliance Permit regarding for the following project:

Project Information:

Project Name: 280 Shaw Ave

Street Address: 280 Shaw Avenue, Southern Pines, NC 28387

PIN: 857112854837 Parcel ID: 00051893 Zoning: GB

Type of building (retail, office, etc.): Storage / Business Total square footage: 864 per floor

Applicant:

Name: Neal Smith Engineering, Inc - Neal Smith, PE

Email: nsmith@nsengineering.com Phone: 910-695-8825

Mailing Address: 139 Pinehurst Avenue - Suite C, Southern Pines, NC 28387

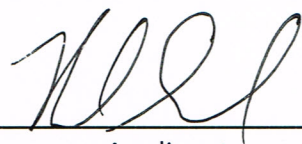
Legal Property Owner(s), if different from Applicant:

Name(s): William G. Sahadi

Email: _____ Phone: Need this data

Mailing Address: 1140 Old US #1 South, Southern Pines, NC 28387

Date: _____


Applicant

APPOINTMENT OF AGENT

The undersigned owner(s), Vineland Properties, LLC, hereby appoint(s) Neal Smith, PE as the exclusive agent for the purpose of making an application to the Town of Southern Pines for an **Architectural Compliance Permit** for improvements to the property described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

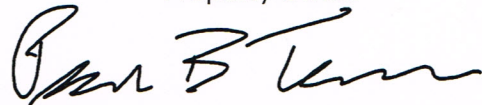
1. to submit an application and required supplemental materials;
2. to appear at public meetings and give representation and comments on behalf of the owner(s);
3. to accept conditions or recommendations made by the Town of Southern Pines Town Council for the issuance of an **Architectural Compliance Permit** for improvements to the subject property; and
4. to act on behalf of the owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for an **Architectural Compliance Permit** under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

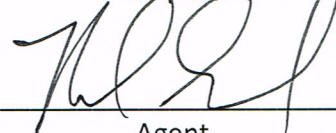
Signed this 3rd day of May, 2024.

Vineland Properties, LLC

Property Owner



Property Owner Manager



Agent

UDO §2.26.7. Criteria

No Architectural Compliance Permit shall be approved unless the Town Council finds that:

- (A) The application is consistent with applicable Comprehensive Plan goals and policies;
- (B) The application substantially conforms with the applicable multi-family or commercial design standards and other applicable provisions of the UDO, including the purposes of the zoning district in which the property is located;
- (C) The application is consistent with applicable conditions of prior Development approvals; and
- (D) The development as proposed will be compatible with neighboring development and has mitigated potential conflicts.

UDO §2.26.9. Effect of Approval

- (A) The Architectural Compliance Permit shall expire unless a Building Permit is issued within one (1) year of approval.
- (B) Development activities subject to this section shall conform to the approved application and any conditions or restrictions. Any deviation from the approved Architectural Compliance Permit, unless approved in advance and in writing by the Planning Director, is deemed a violation of the UDO.

Please review UDO §2.26 in its entirety as well as UDO §4.10.4 for Building and Design Requirements (www.southernpinesudo.org).



Neal Smith Engineering, Inc.

139 Pinehurst Ave. – Suite C

Southern Pines, NC 28387

Phone: (910) 695-8825 | Fax: (910) 695-8832

www.nseengineering.com | NC License No. C-1425



**NARRATIVE AND ARCHITECTURAL COMPLIANCE
FOR
280 SHAW AVE
NSE PROJECT NO. 2300597
MAY 6, 2024**

NARRATIVE:

The is new building construction with primary brick material and will be used for office and storage.

ARCHITECTURAL COMPLIANCE – CHAPTER 4 DEVELOPMENT AND DESIGN STANDARDS:

4.10.4(A)(1): The front of buildings shall face and have the primary customer entry facing that street. Corner Lot buildings shall face and have the primary customer entry facing the higher order street, facing the corner or facing each street. Buildings that extend the full depth of a block may be required to have entries on each street frontage.

The primary entrance is located at the rear of the building close to the required parking. The front of the building faces the road is located only one foot off the property and cannot contain openings in accordance with North Carolina Building Code Table 705.8.

4.10.4(A)(2): Maximum spacing or distance between customer entries shall not exceed the standards established in Exhibit 4-15.

There is only one primary building entrance to this building.

4.10.4(B)(1): In the CB and DTO districts, buildings or building segments shall be taller than wide.

This property is not located in the referenced districts. This property is in the General Business (GB) district.

4.10.4(B)(2): In other districts, the width of buildings or building segments shall not be more than twice the building height.

The building's width is 24 feet, and the height is 21 feet.

4.10.4(B)(3): Building segments may be created through a combination of vertical features such as changes in material, building offsets, courtyards, changes in rooflines or architectural features that create the appearance of building segments.

The building meets this requirement using the eyebrow roof extensions.

4.10.4(B)(4): Large scale retail structures shall comply with Section 4.10.6.

This is not a large-scale retail facility.

4.10.4(C): The exterior finish of building walls shall be primarily comprised of brick. Cementitious horizontal lap siding, textured concrete masonry, cast stone and stucco may be used for accents, provided that they cover no more than twenty (20) percent of the exterior walls, exclusive of doors and windows. Wood and metal may be used as trim around doors and windows. The Permit Issuing Authority may approve: (1) The use of alternative building materials that establish an equivalent appearance and have equal or greater durability. (2) Alternative materials satisfying minimum building code standards on walls that are screened and not visible from any public street, walkway or residential zoning district. (3) Alternative materials satisfying minimum building code standards for structures located within a planned golf course development that are compatible with the development and the proposed location within the development

Refer to accompanying documents for calculations. We are currently 79% brick and 21% cementitious horizontal lap siding.

4.10.4(D)(1): Windows shall be glazed in non-reflective, clear glass

Windows will meet or exceed the minimum requirements of the NC Energy Conservation Codes that will require minimal tinting to meet the needed U/R value for this location/zone.

4.10.4(D)(2): The following standards apply in the CB district

See below.

4.10.4(D)(2)(a): On the ground Floor a minimum of seventy (70) percent of the street-facing building façades between the elevations of two (2) and ten (10) feet above the sidewalk must be comprised of windows with at least eighty (80) percent transparency or doors. In the DTO district, this minimum window requirement is forty (40) percent.

This building cannot meet this requirement due to the requirements of the North Carolina Building Code Table 705.8. This table indicates that buildings located 0-3ft from a property line cannot contain openings of any kind.

4.10.4(D)(2)(b): On upper Floors a minimum of thirty (30) percent of the street-facing walls of all structures, including parking garages, above the first Floor shall be comprised of clear, windows with at least sixty (60) percent transparency or other openings for parking structures approved by the Planning Director. Openings shall be horizontally aligned with openings on adjacent buildings, vertically aligned, or proportionate with openings on the ground Floor of the building.

This building cannot meet this requirement due to the requirements of the North Carolina Building Code Table 705.8. This table indicates that buildings located 0-3ft from a property line cannot contain openings of any kind.

4.10.4(D)(2)(c): Window height shall be at least one and one-half (1.5) times the width.

This section cannot be met because of the structural height restrictions.

4.10.4(D)(3): In other zoning districts, windows and doors shall comprise at least twenty-five (25) percent of street-facing building façades between the elevations of two (2) and ten (10) feet above the grade of the building entry.

This building cannot meet this requirement due to the requirements of the North Carolina Building Code Table 705.8. This table indicates that buildings located 0-3ft from a property line cannot contain openings of any kind.

4.10.4(E)(1): Awnings are encouraged and may encroach over the sidewalk within the CB district and may encroach up to six (6) feet into any street side setback in other districts.

No awnings planned.

4.10.4(E)(2): The minimum clearance between the lowest point of an awning and sidewalk shall be eight (8) feet.

No awnings planned.

4.10.4(E)(3): Awnings shall be canvas or material of similar appearance and flexibility unless otherwise approved by the Town Council. Street facing awnings shall not be taller than six (6) feet unless specifically approved by the Town Council.

No awnings planned.

4.10.4(F)(1): Galleries and arcades are encouraged and may encroach up to six (6) feet into any street side setback but may not encroach into public right-of-way.

No galleries or arcades planned.

4.10.4(F)(2): The minimum clearance for arcades and galleries shall be twelve (12) feet between the sidewalk and the ceiling of the gallery or arcade.

No galleries or arcades planned.

4.10.4(G)(1): In the CB district horizontal parapets with cornices shall be required along Broad Street. Parapets, gable or hip roofs may be used along other streets in the CB district. Parapet height should vary between adjacent buildings.

Not located in the CB district.

4.10.4(G)(2): In other districts, buildings may use parapets with cornices, gable or hip roofs. Changes in parapet height or design, gables or other changes in the roofline as viewed from any public street shall be required for any building that is wider than one hundred (100) feet. For buildings that are wider than one hundred (100) feet, changes in rooflines shall be used to avoid uninterrupted planes of longer than two hundred (200) feet).

This building is not wider than 100 feet.

4.10.4(G)(3): Shingles or standing seam, non-reflective metal shall be used on all roof's visible public streets. Brightly colored roofs, such as intense blues, reds or oranges are prohibited.

Metal is to be used for the roofing. Owner to supply color.

4.10.4(H): Mechanical Equipment; Mechanical equipment shall be screened from view from the street and shall not be located between the street and the building.

Mechanical unit(s) will be screened in accordance with this ordinance. Refer to civil plans for location and screening.

4.10.4(I): Loading Zones and Garage Bays; Garage doors and loading bays shall face an interior Lot line alley or service drive and shall not face a street or residential district unless buffered or screened in accordance with sections 4.3.4 and 4.3.5.

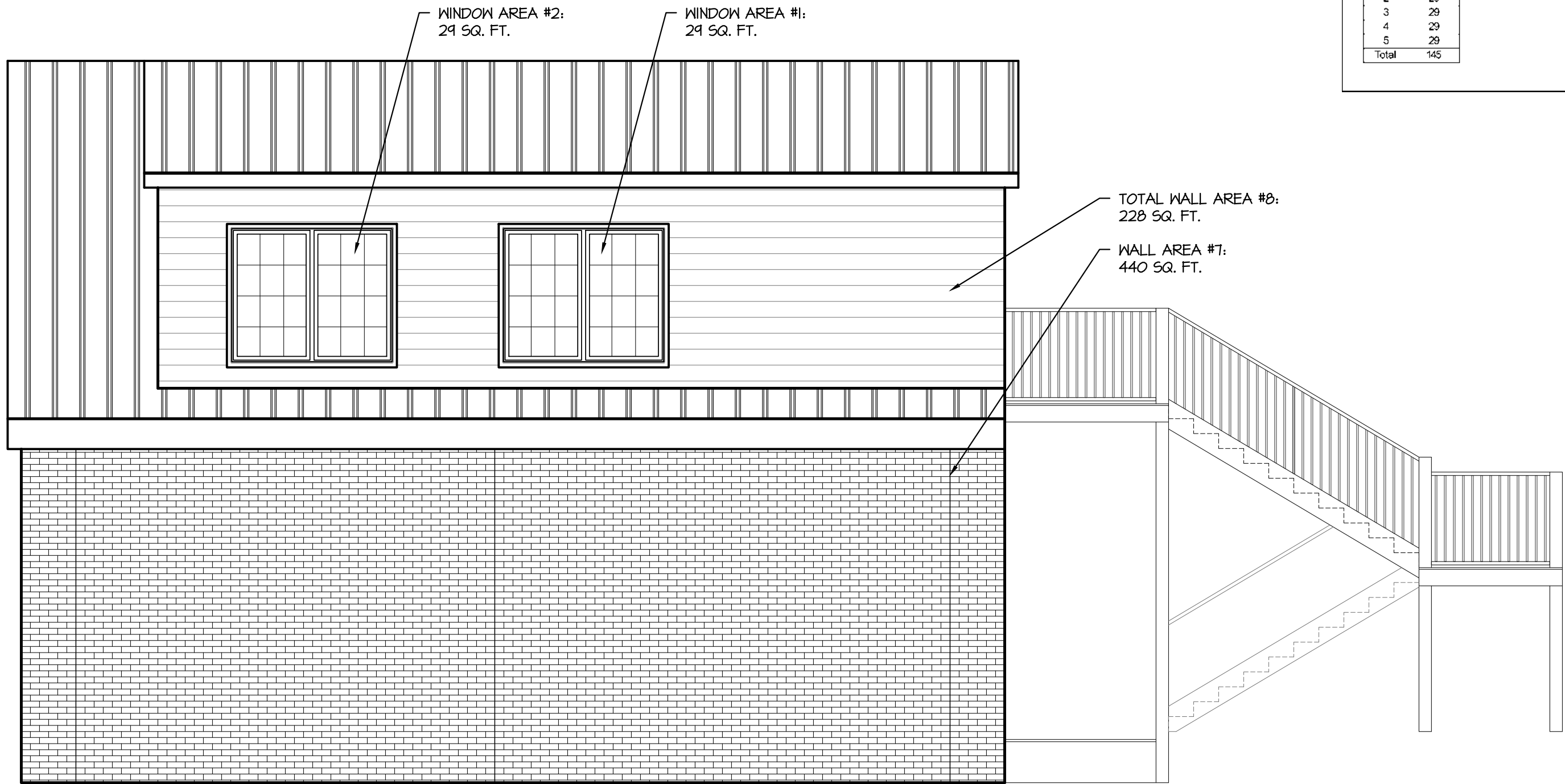
Refer to civil plans for location.

4.10.4(J): Signage; Signage shall comply with the standards in section 4.6 and any applicable zoning district standards.

No signage is planned for this project. However,

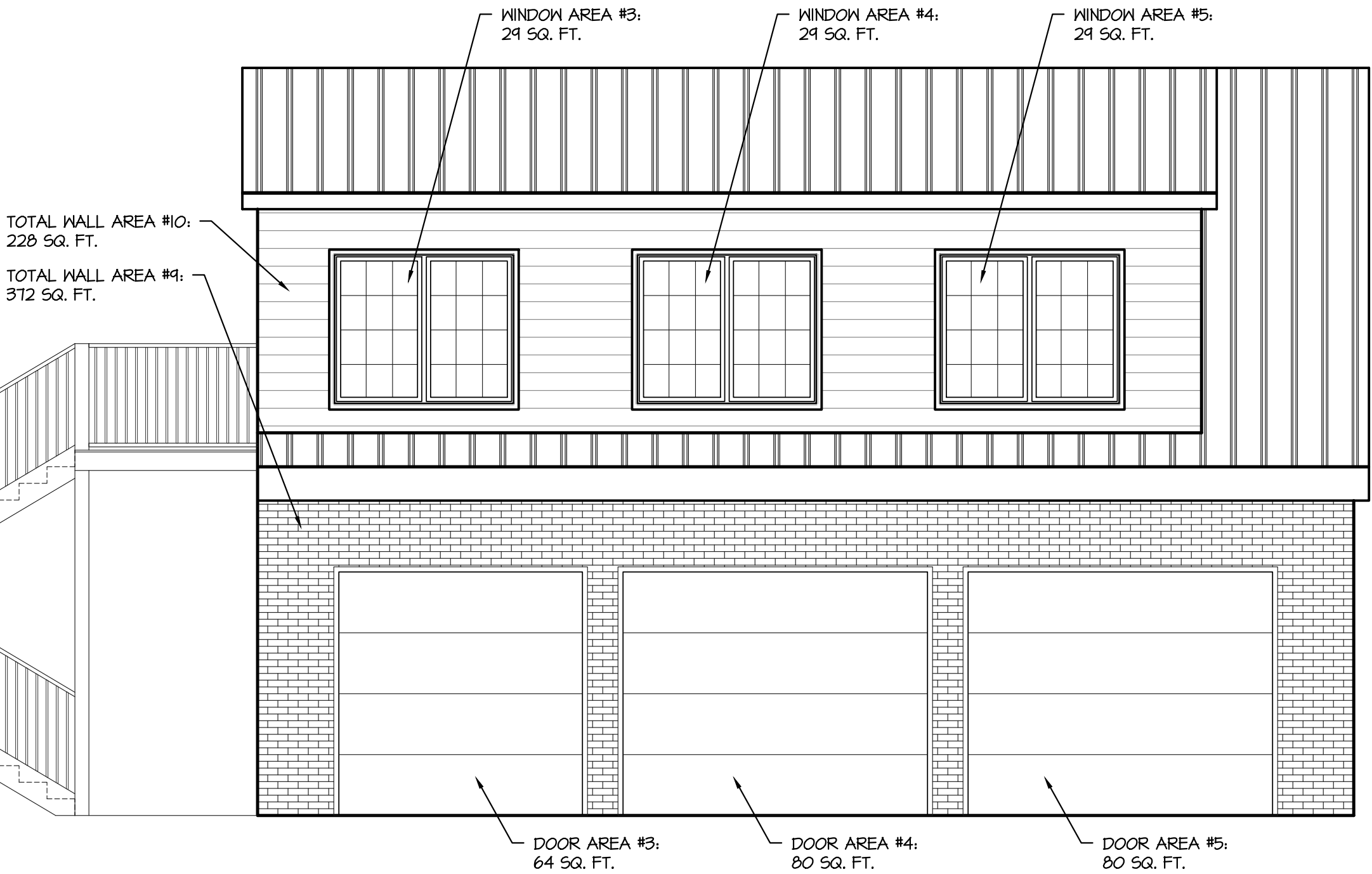
If you any additional questions or concerns, please feel free to contact us at any time.

Sincerely,
NEAL SMITH ENGINEERING, INC.

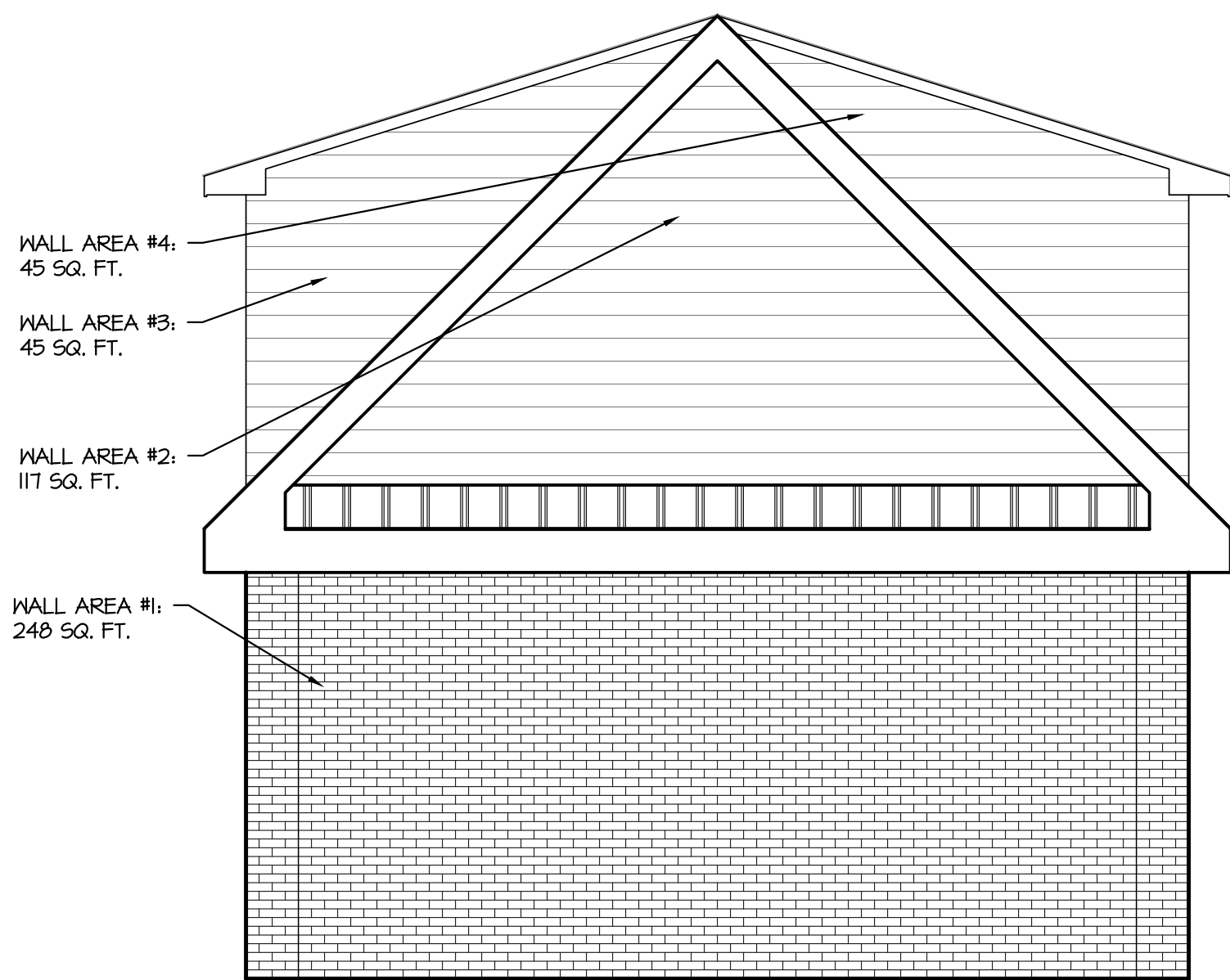


1
G1.1 Rear Elevation
1/4" = 1'-0"

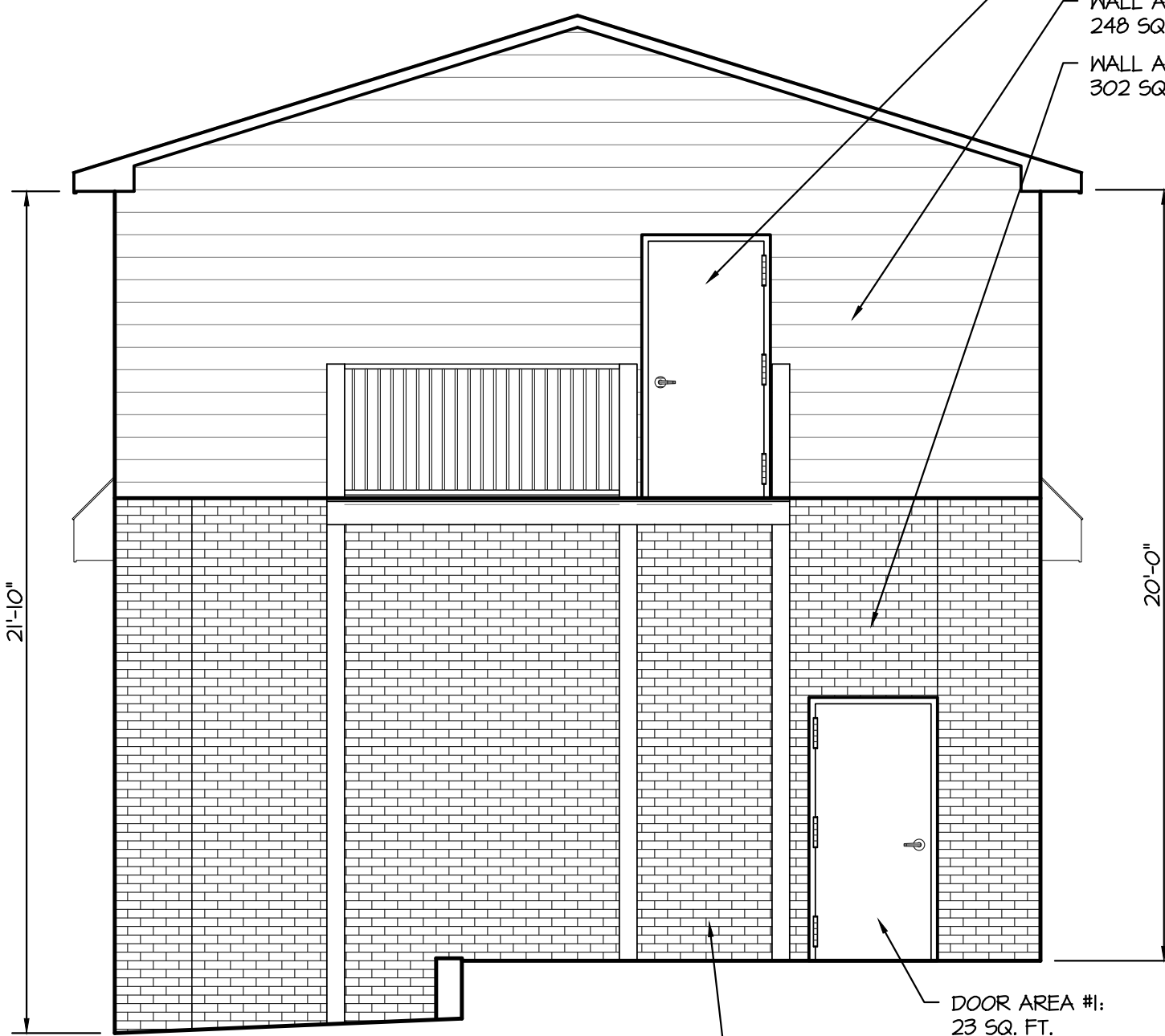
Wall Calculations per UCC Section 4.10.4(c)									
Wall		Area (s.f.)		Wall Area Exclusion of Doors/Windows		Brick Walls Calc.		Cemen. Hor. Siding	
1	248	Total Wall Area: 2,273 s.f.		Total Wall Area: 145 s.f.		1	248	2	117
2	117	Total Door Area: 270 s.f.		Total Window Area: 145 s.f.		3	302	3	45
3	45	Total Wall Area: 1,658 s.f.		Material Requirements		5	302	4	45
4	45			Brick Required: 1,485 s.f. (80%)		7	440	5	302
5	302			Cemen. Hor. Siding: 372 s.f. (20%)		9	372	6	248
6	248					Total	1,952	8	228
7	440					Door/Wn. Area (s.f.)		9	228
8	228					D1	23	10	228
9	372					D2	64	Total	911
10	228					D3	80	Door/Wn. Area (s.f.)	
Total	2,273					D4	80	D2	23
						Total	247	W1	29
						Calculations		W2	29
						Wall Area: 1,952		W3	29
						Door Area: 247		W4	29
						Wn. Area: 145		W5	29
						Tot. Area: 47%		Total	198
								Calculations	
								Wall Area: 911	
								Door Area: 23	
								Wn. Area: 58	
								Tot. Area: 49%	



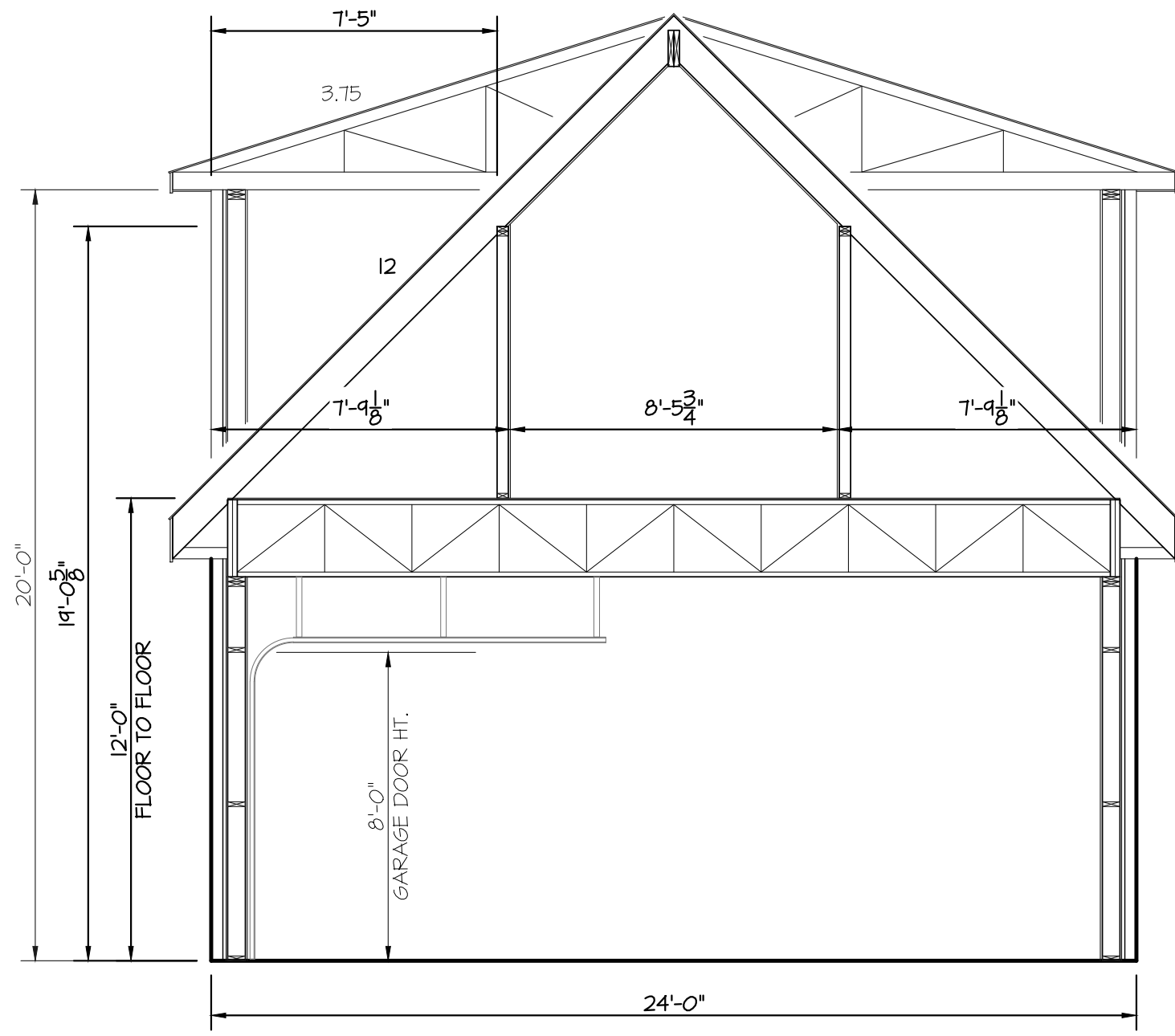
2
G1.1 Front Elevation
1/4" = 1'-0"



3
G1.1 Right Elevation - Street Facing
1/4" = 1'-0"



4
G1.1 Left Elevation
1/4" = 1'-0"



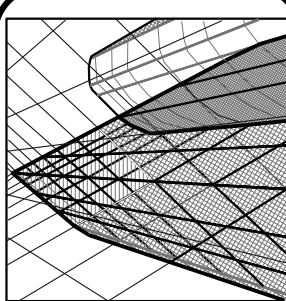
5
G1.1 Building X-Section
1/4" = 1'-0"

280 SHAW AVE
Southern Pines, NC

EXTERIOR ELEVATIONS AND X-SECTION

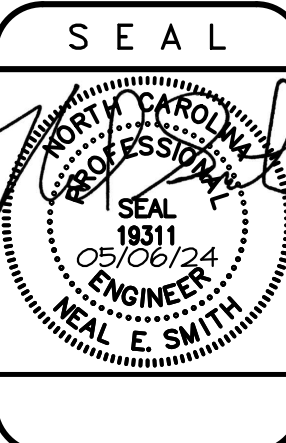
REVISIONS

REVISIONS



Neal Smith Engineering, Inc.
139 Piedmont Avenue - Suite C
Southern Pines, NC 28387
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Fax: (910) 695-8832
www.nseengineering.com
License No. C-1425

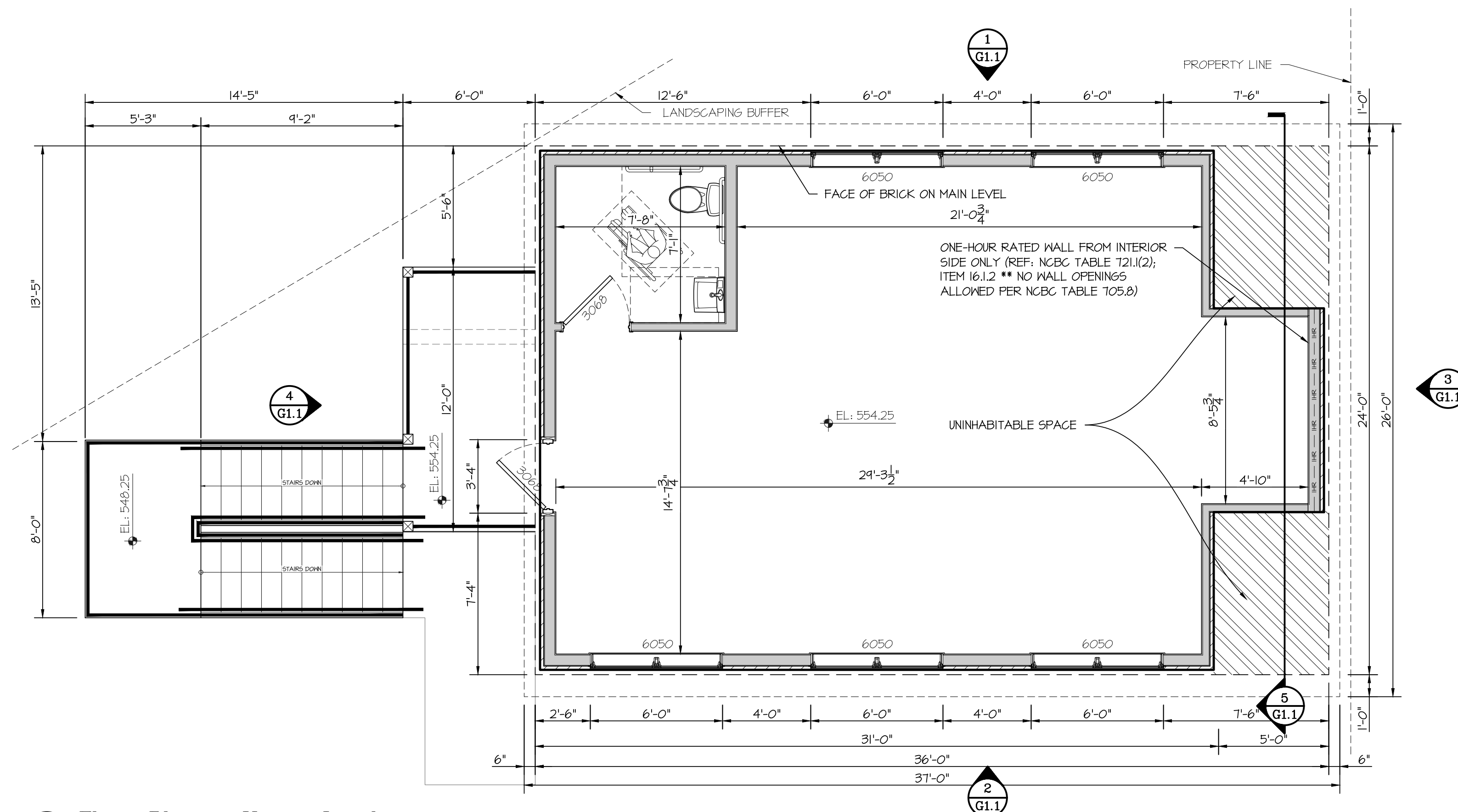
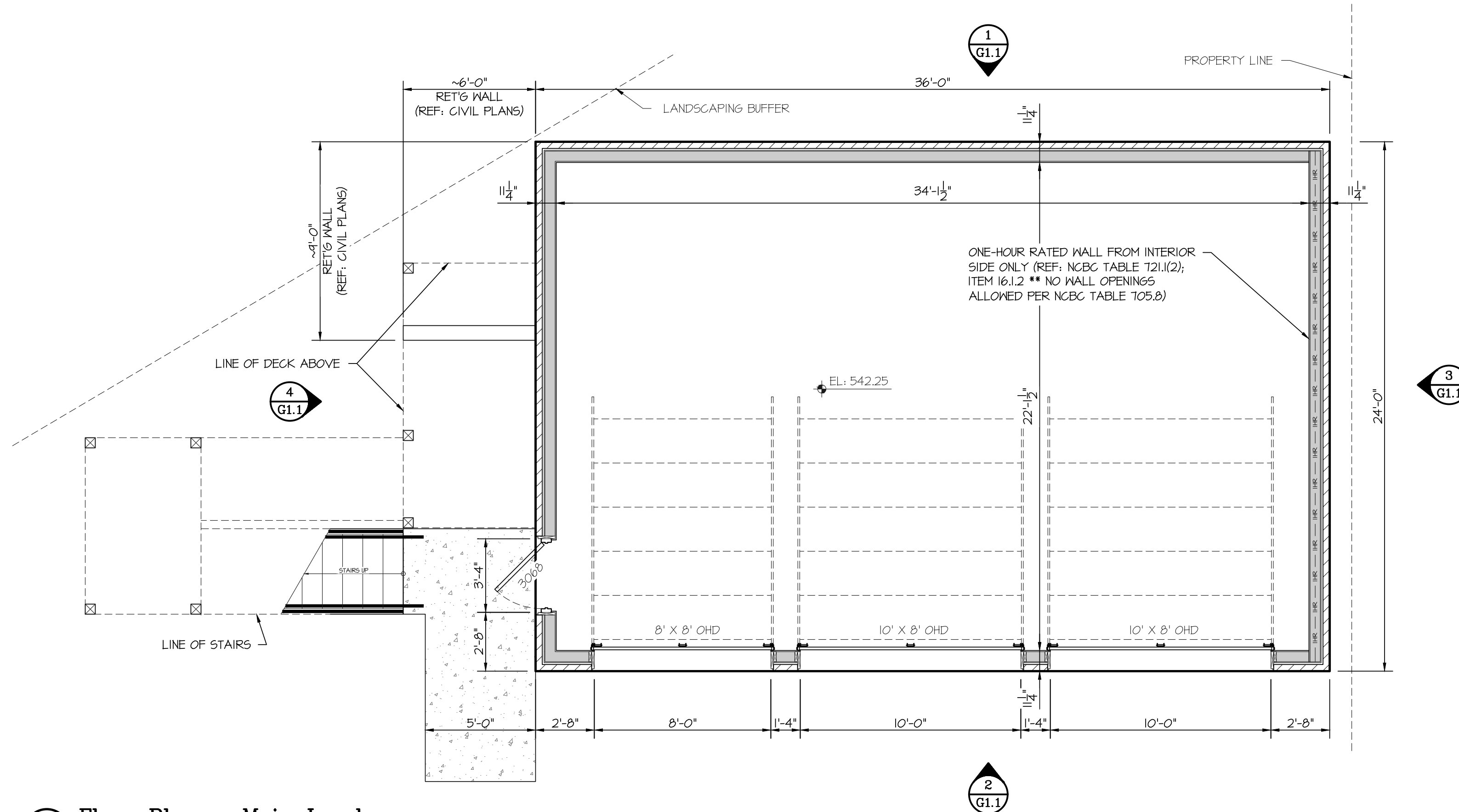
NSE



PRELIMINARY
Do not use for
construction

DRAWN BY:
BKB
DATE:
05/06/24
JOB NUMBER:
2300597
DRAWING KEY:
G1.1

THIS DRAWING IS THE PROPERTY OF NEAL SMITH ENGINEERING, INC., AND MAY NOT BE REPRODUCED WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER. THIS DRAWING IS VOID WITHOUT ORIGINAL SIGNATURE AND SEAL.

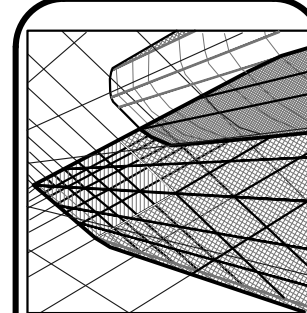


280 SHAW AVE
Southern Pines, NC

Southern Pines, NC

FLOOR PLANS

REVISIONS:		
REVISIONS:		



Neal Smith Engineering, Inc.

10 Pinchurst Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 695-8825
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100 Pinehurst Avenue - Suite 600
Southern Pines, NC 28387

Phone: (910) 695-8825

FAX: (910) 693-8832
www.nsengineering.com

License No. C-1425

License No. C-1425

ESN

PRELIMINARY
Do not use for
construction

DRAWN BY:
BKB

DATE:
05/06/24

JOB NUMBER:
2300597

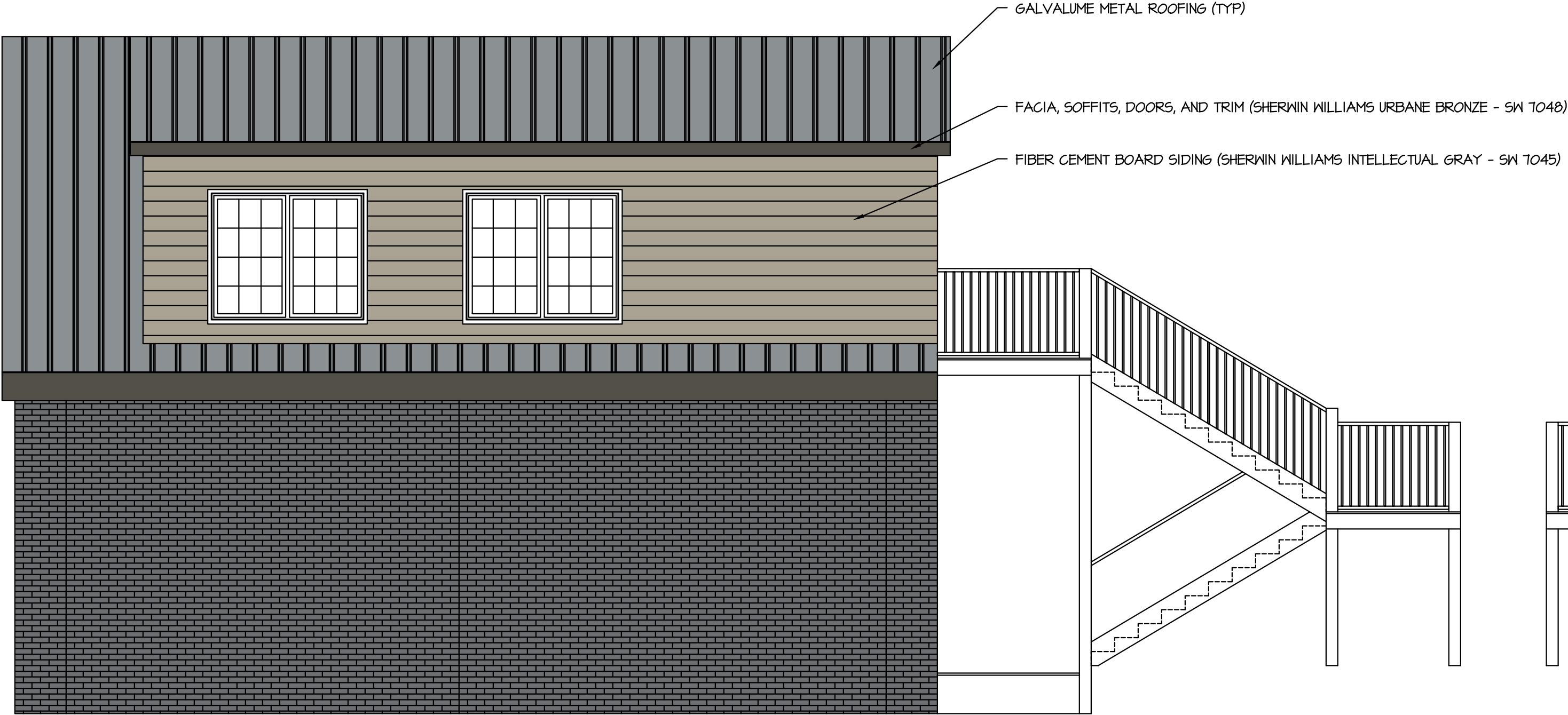
DRAWING KEY:
62.1

DATE: _____

05/06/24

JOB NUMBER:

THIS DRAWING IS THE PROPERTY OF NEAL SMITH ENGINEERING, INC., AND MAY NOT BE REPRODUCED WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER; THIS DRAWING IS VOID WITHOUT ORIGINAL SIGNATURE AND SEAL.



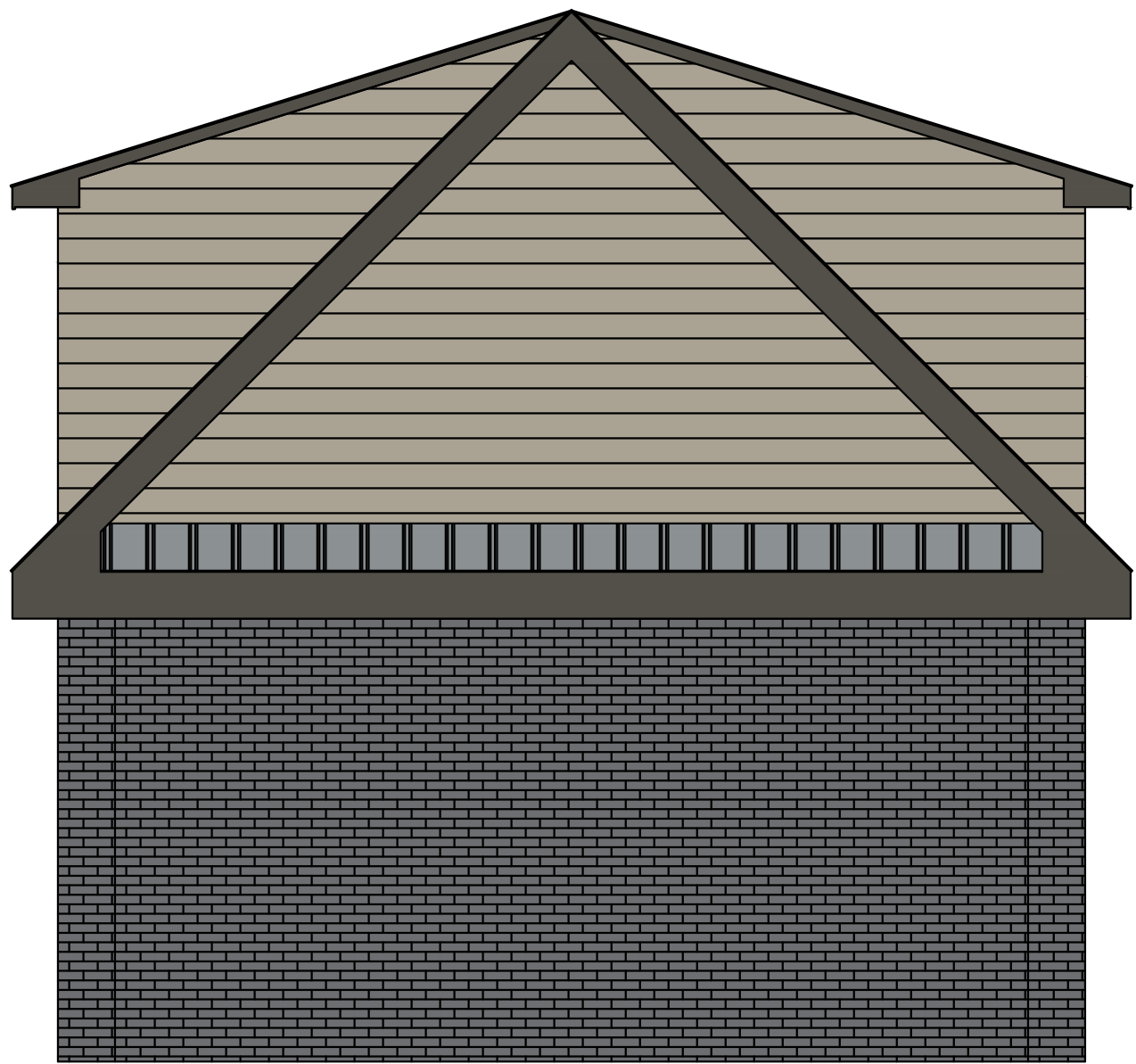
Rear Elevation

SCALE: 1/4" = 1'-0"



Front Elevation

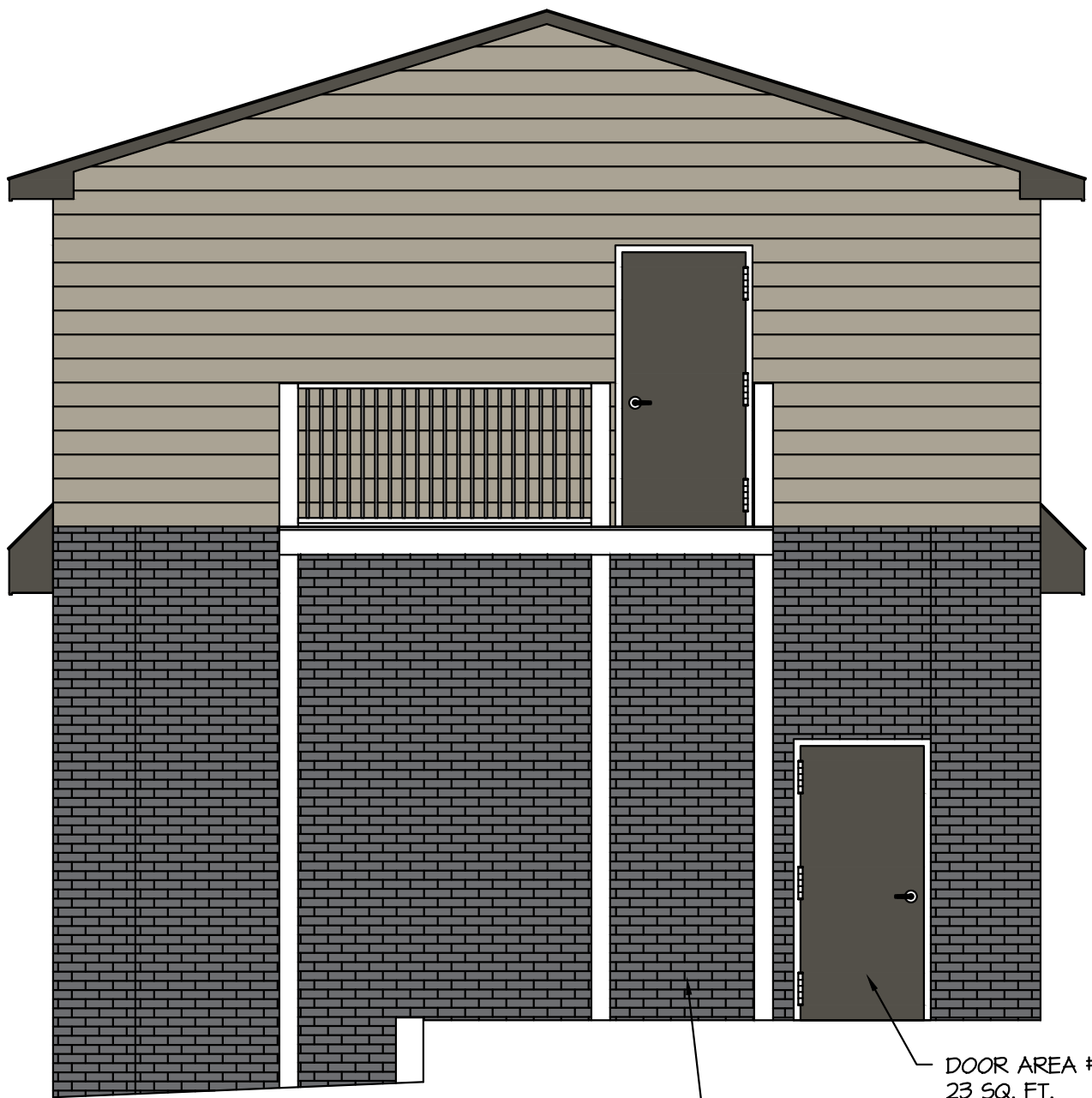
SCALE: 1/4" = 1'-0"



THIS BUILDING ELEVATION HAS NO DOORS OR WINDOWS AND IS REQUIRED TO BE A ONE-HOUR RATED WALL (NCBC TABLE 602) FROM INTERIOR SIDE ONLY (NCBC TABLE T21.1(2); ITEM 16.1.2) ALONG WITH NO WALL OPENINGS ALLOWED PER NCBC TABLE 705.8.

Right Elevation

SCALE: 1/4" = 1'-0"



Left Elevation

SCALE: 1/4" = 1'-0"

STAIRS REMOVED FOR CLARITY



CHESAPEAKE GREY

Mortar Color: White

Riverway
SW 6222

Urbane Bronze
SW 7048

Intellectual Gray
SW 7045



100 N. Main Street, Suite 2300 / Winston-Salem, NC 27101

D 336.714.8100 / F 336.714.8145

forvis.com

May 28, 2024

Town Council and Management
Town of Southern Pines
125 S.E. Broad Street
Southern Pines, North Carolina 28388

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

Town of Southern Pines

- Audit Services for the year ended June 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services. The fee for our services and any additional services are detailed in the Contract to Audit Accounts (LGC 205).

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will bill for services rendered in monthly amounts, beginning in June 2024. A final invoice will be sent in November 2024 for remaining unbilled amounts.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

For the following items, we will revise our fees through an amended contract when the additional time and cost required to complete (if necessary) are quantifiable:

- Administrative fee of five percent to cover certain technology and administrative costs associated with our services
- Additional procedures related to assistance with initial client prepared schedules or control deficiencies
- Postage, travel report production and other reasonable out-of-pocket expenses

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS, LLP

FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of Town of Southern Pines.

BY: _____
Taylor Clement, Mayor

DATE: _____

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

BY: _____
Tess Brubaker-Speis, Finance Officer

DATE: _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Town of Southern Pines as of and for the year ended June 30, 2024

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State Single Audit Implementation Act
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance and the State Single Audit Implementation Act
- Issuing a report on your schedule of expenditures of federal and state awards

We will also express an opinion on whether General Fund - Comparative Balance Sheets and budgetary schedule; Budgetary schedules for all major funds other than the General Fund; Combining non-major and fiduciary fund statements; Budgetary schedules for all funds required to adopt a budget other than the General Fund, other major funds, and annually adopted major special revenue funds; Schedule of Ad Valorem Taxes Receivable; Analysis of Current Tax Levy; Schedule of Interfund Transfers; and the Schedule of Expenditures of Federal and State Awards ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- Completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification
- Preparing a draft of the financial statements and related notes
- Proposing for your review and approval the adjusting entries to convert your modified-accrual accounting records to full accrual-basis accounting records, for purposes of the government-wide financial statements. Management is responsible for the propriety of these adjustments
- Preparing a draft of supplementary information, including the schedule of expenditures of federal and state awards
- At the conclusion of the engagement, we will upload the audited financial statements and compliance reports on the North Carolina State Treasurer's website
- At the conclusion of the engagement, we will complete the applicable sections of the Data Input Worksheet, and upload to the North Carolina State Treasurer's website

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Chad Cook is responsible for supervising the engagement and authorizing the signing of the report or reports. We plan to begin our audit work in June 2024.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name	Party Name
Town of Southern Pines	Town Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the State Single Audit Implementation Act, and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on a major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and the State Single Audit Implementation Act but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

Limitations & Fraud

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
- Inclusion of the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements

- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**Written Confirmations
Required**

As part of our audit process, we will request from management, and if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

FORVIS, LLP Standard Terms & Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or

willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict-of-laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation

retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates, and to reimburse Us for all out of pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair

Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.
23. **FORVIS NOT A Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of our report require. As such, You should not place upon us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree we are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the

parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to the You, including the provision to FORVIS of reasonable facilities and timely access to Yours data, information and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of FORVIS Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to FORVIS personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after FORVIS stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay at home orders and curfews.

The of and	Governing Board Town Council
	Primary Government Unit Town of Southern Pines
	Discretely Presented Component Unit (DPCU) (if applicable) n/a

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name FORVIS, LLP
	Auditor Address 100 N. Main St, Suite 2300, Winston-Salem, NC 27101

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/2024	Date Audit Will Be Submitted to LGC 10/31/2024

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Tess Brubaker-Speis

Finance Director

TSpeis@southernpines.net

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Southern Pines
Audit Fee (financial and compliance if applicable)	\$ 55,350
Fee per Major Program (if not included above)	\$ \$4,200 for first program; \$3,150 for each additional program
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 8,700
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

Discretely Presented Component Unit	n/a
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm* FORVIS, LLP	
Authorized Firm Representative (typed or printed)* Chad Cook, Director	Signature*
Date*	Email Address* chad.cook@forvis.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Southern Pines	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Taylor Clement, Mayor	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed) Tess Brubaker-Speis	Signature*
Date of Pre-Audit Certificate*	Email Address* TSpeis@southernpines.net

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
n/a	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
 required signatures prior to submission.

PRINT



Innovative approaches
Practical results
Outstanding service

Water and Wastewater System Development Fee Analysis

May 2024

Prepared for:



Town of Southern Pines

Prepared by:

FREESE AND NICHOLS, INC.
1017 Main Campus Drive, Suite 1200
Raleigh, North Carolina 27606
(919) 582-5800

Water and Wastewater System Development Fee Analysis May 2024



Freese and Nichols, Inc.
North Carolina Registered Engineering Firm C3916

TOWN OF SOUTHERN PINES
125 SE Broad Street
Southern Pines, North Carolina 28387

FREese AND NICHOLS, INC.
1017 Main Campus Drive, Suite 1200
Raleigh, North Carolina 27606
FNI Project Number: SPN23965

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1.0 EXECUTIVE SUMMARY

The purpose of this report is to address the methodology used in the development and calculation of water and wastewater system development fees (SDF) for the Town of Southern Pines. The Town originally went through the process and adopted a system development fee in 2017. Since that time, the Town has updated their Water, Wastewater and Water Treatment Plant (WTP) Capital Improvements Plan (CIP) to address future needs. In addition, several rehabilitation and modernization projects have been identified prompting a re-evaluation of the current SDF in accordance with the methodology described in the North Carolina General Statutes (NCGS) Chapter 162A Article 8, as amended by House Bill 436, for the establishment of water and wastewater SDF (see section 2.0 below for more detail). Also, in accordance with the statute, the Town has retained Freese and Nichols, Inc. (FNI) to perform the analysis. The maximum SDF per Service Unit (SU) utilizing each of the allowable calculation methods are shown in **Table 1-1** below:

Table 1-1 Maximum Allowable System Development Fees per SU

Method	Water SDF	Wastewater SDF	Total SDF
Incremental	\$1,213.33	\$312.44	\$1,525.77
Buy-In	\$1,856.86	\$1,242.97	\$3,099.83
Combined	\$3,070.19	\$1,555.41	\$4,625.60

2.0 INTRODUCTION

House Bill 436 (HB 436) regarding SDF was passed by the General Assembly of North Carolina in 2017. This bill amended Chapter 162A, Article 8 of the NCGS and defines an SDF as “a charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs.” The statute requires that should a municipality desire to implement an SDF, an analysis must be performed and fee adoption by the corresponding local government unit occur, and this fee be re-evaluated and updated every five years or less. NCGS Chapter 162A, Article 8 allows the calculation of fees based on the following methods:

- Incremental/Marginal Cost – This method requires new development to pay the proportional share of new capital costs that are attributable to new development.
- Buy-In – This method requires new development to pay a proportional share of the capital costs previously incurred by the local government unit that allow sufficient capacity to serve the new development.
- Combined – This method uses a combination of the incremental/marginal cost and the buy-in method.

Further, the statute allows fees to be calculated based on a planning horizon of not less than 10 years and not more than 20-year planning horizon. The statute also identifies system development fee expenditures. The following items have been identified as costs the revenue from system development fees may be spent on:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Principal and interest on bonds, notes, or other obligations issued by or on behalf of the local government unit to finance the costs above.
- Fees paid to the consultant preparing or updating the system development fee analysis.
- Previously completed capital projects for which capacity exists (buy-in method)
- Capital rehabilitation projects (buy-in method)

The Town has developed proposed CIP projects to support future growth that require increasing system capacity. Additionally, rehabilitation and modernization improvements have been identified that are needed to prolong the longevity of the existing systems. As part of this analysis, the buy-in method, incremental/marginal method, and combined method were all evaluated; the combined method was determined to be most appropriate.

3.0 CAPITAL IMPROVEMENTS PLAN

Each year, the Town develops a water and wastewater system CIP based on known needs for both capacity and rehabilitation/modernization needs. This 10-year plan was evaluated for applicability and utilized as the basis of the SDF calculations.

3.1 Water and Wastewater System Improvements

The Town developed a comprehensive list of proposed water and wastewater capital improvement projects to meet projected needs through 2034. FNI evaluated these projects for their applicability to system development fees. Based on this evaluation, the list of projects was then narrowed, for the incremental/marginal method, to only include those driven by growth and development in the Town's system or rehabilitation/modernization upgrades to existing system components for the buy-in method.

A summary of the costs for each CIP project required for the 10-year planning horizon for both the water and wastewater systems are shown in **Table 3-1** through **Table 3-3**.

Table 3-1 Water Distribution CIP

	Project No. (per CIP)	Project Description	Project Cost (2024 Value)
2026	2	North Pressure Water Zone	\$7,019,000
2026	3	US 1 Parallel Transmission Main	\$3,747,000
2027	4	US1 Booster Pump Station Pump Addition	\$731,000
2027	6	NCDOT U-5815BA	\$2,490,000
2028	1	Midland Road Water Line Replacement	\$2,536,000
2032	5	US15-501 Water Line Replacement	\$1,511,000
2034+	7	Pinebluff Parallel Transmission Main*	\$30,123,000
Total 2024 - 2034			\$48,157,000

* Project costs include post-2034 costs. \$3,102,000 is projected for 2024-2034; therefore, this amount has been used in the SDF calculations.

Table 3-2 Water Treatment Plant Projects/Improvements

FY	Project No. (per CIP)	Project Description	Project Cost (2023 Value)
2024	7	Misc Upgrades	\$100,000
2025	1	Filter Improvements	\$1,743,968
2025	2	Sludge Dewatering Improvements	\$4,091,383
2025	3	Ammonia Feed System Modifications	\$300,000
2025	4	Hypochlorite Feed System Modifications	\$2,468,617
2028	6	Water Treatment Plant Expansion Permit	\$150,000
2031	5	Raw Water Main Replacement	\$5,750,000
Total 2024 - 2034			\$14,603,968

Table 3-3 Wastewater Projects

FY	Project No. (per CIP)	Project Description	Project Cost (2023 Value)
2025	2	Warrior Woods PS Upgrade Phase II	\$2,509,000
2025	7	Longleaf Dam Sewer Relocation	\$393,000
2026	6	Sewer Lift Station Emergency Backups	\$691,000
2030	1	Warrior Woods PS Upgrade Phase IB	\$1,205,000
3034+	4	Annual Rehabilitation*	\$10,013,802
Total 2024 - 2034			\$14,811,802

* Project costs include post-2034 costs. \$4,307,873 is projected for 2024-2034; therefore, this amount has been used in the SDF calculations.

4.0 SYSTEM DEVELOPMENT FEE ANALYSIS

The system development fee was analyzed utilizing the three statutorily allowable methods:

- Incremental/Marginal
- Buy In
- Combined

A discussion on the process is included herein.

4.1 Service Units (SU)

A critical factor used to determine the maximum SDF is a service unit. A service unit (SU) is defined as the service equivalent to a domestic water connection for a single-family residence. It is used to calculate both water and wastewater SDF.

The allowable flow associated with residential, commercial, and industrial connections is converted into SU based upon the capacity of the meter used or planned for the location. The number of equivalent residential SU required to represent each meter size is based on the maximum continuous operating capacity of the appropriate meter type. The Town primarily uses Badger e-series ultrasonic meters for all new installations; however, compound meters may also be used for meter sizes 4-inches and greater. Badger specification sheets for these meter types were used to determine the maximum continuous operating capacity. The SU equivalent for each meter size used by the Town is listed in **Table 4-1**.

Table 4-1 SU Equivalencies

Meter Size	Maximum Continuous Operating Capacity (gpm) ⁽¹⁾	Service Unit Equivalent
3/4"	25	1
1"	55	2.2
1-1/2"	100	4
2"	160	6.4
3"	560	22.4
4"	1,100	44
6"	2,000	80
8"	3,500	140

⁽¹⁾Maximum continuous operating capacity is based on Badger meter specification sheets.

Typically, in Southern Pines, single-family residences are served with 3/4-inch water meters. Larger meters serve multi-family, commercial, and industrial water users. The Town provided data that included the meter size of each active water meter as of the end of calendar year 2023. **Table 4-2** shows the water SU for calendar year 2023.

Table 4-2 Water SU

Meter Size	2023 Meters	2023 Service Units
3/4"	8,461	8,461
1"	493	1,085
1 1/2"	89	356
2"	146	934
3"	19	426
4"	6	264
6"	6	480
8"	1	140
Total	9,221	12,146

The Town has water customers that are not currently wastewater customers. This impacts the number of wastewater SU. The Town provided data that included the meter size of each active water meter for each of the wastewater customers as of the end of calendar year 2023. Table 4-3 shows the wastewater SU for calendar year 2023.

Table 4-3 Wastewater SU

Meter Size	2023 Meters	2023 Service Units
3/4"	6,367	6,367
1"	259	570
1 1/2"	78	312
2"	129	826
3"	18	403
4"	6	264
6"	10	800
8"	1	140
Total	6,868	9,682

4.2 Gallons per SU

Calculation of maximum allowable fees is based on gallons of water and wastewater used by each SU on a daily basis multiplied by the calculated cost per gallons per day per SU (gpd/SU). For the purposes of this study, the gpd/SU for water is based on a usage of 109 gallons per person per

day with a maximum day peaking factor of 1.7 based on the analysis developed in the Town's current water master plan. The current Local Water Supply Plan filed with the State assumes 1.6 people per connection. The product of these numbers results in 296 gpd/SU. Further, for purposes of this study, 220 gpd/SU is used for wastewater based the Town's current master plan. For purposes of this study, the gpd/SU is shown in **Table 4-4** below:

Table 4-4 Gallons per day per SU

Component	Value
Water	296
Wastewater	220

4.3 Credit Calculation

NCGS 162A Article 8 outlines the procedures and requirements for calculating maximum allowable SDF to recover costs associated with capital improvement projects needed due to growth over the planning horizon. NCGS 162A Article 8 also requires a plan that addresses possible duplication of payments for capital improvements. This plan must provide a credit for the portion of revenues generated by new development that is used for the payment of eligible improvements, including payment of debt. This credit must not be less than twenty-five percent (25%) of the cost of capital improvements. Per the statutory requirements, the credit is only to be applied to the proposed capital improvement projects (capacity related projects) used in the incremental/marginal method. The basis for the buy-in method includes the value of capital improvements less depreciation, debt credits, grants and other generally accepted valuation adjustments.

Funding sources and the need for financing for the capital improvement projects listed in this report are unknown at this time. The Town does not utilize more than 25% of the rates collected for capital improvement projects; therefore, for the purposes of this report as applicable, a minimum credit of 25% was applied for both the calculated water and wastewater system development fees.

4.4 Assets

Based on the 2023 Town of Southern Pines Annual Comprehensive Financial Report (ACFR), the total combined water and wastewater system is valued at \$72,199,231 and has a depreciation of \$32,829,719 for a total depreciated value of \$39,012,012. This information was used as the basis for the Buy In and Combined Methods and is depicted in **Table 4-6** below:

Table 4-5 Water and Wastewater Assets

Asset	Asset Original Value*	Depreciation	Debt Service Principal	Asset Value
Water Treatment Plant	\$46,929,500	\$21,339,317	\$232,375	\$25,357,808
Water Distribution System	\$14,439,846	\$6,565,944	\$71,500	\$7,802,402
Wastewater System	\$10,829,885	\$4,924,458	\$53,625	\$5,851,802
WTP, Water Distribution and Sewer System	\$72,199,231	\$32,829,719	\$357,500	\$39,012,012

*Asset value includes assets, land, construction in progress and buildings.

4.5 System Development Fee – Incremental/Marginal Method

The SDF analysis for the Incremental / Marginal method requires the determination of the utilization of proposed projects as defined in the CIP to serve new development over the planning horizon. In this case, the planning horizon is defined as 10-years. For proposed projects, the SDF is calculated as a percentage of the project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2024 and 2034. Capacity serving development projected beyond the planning period cannot be included in the calculation of SDF. Based on the CIP defined water system projects, considering their respective capacities and projected use over the next 10-year planning horizon and the required credit, a cost of \$4.09 per gpd/SU has been calculated as shown in **Table 4-7** below:

Table 4-6 Water System SDF Projects for Incremental/Marginal Method

#	Project	Capital Cost	% Applicable to SDF	Adjusted Cost	Capacity (MGD)	\$/gpd/SU
Water Distribution System						
1	Midland Road Water Line Replacement	\$2,536,000	30%	\$760,800	2.1	\$0.36
2	North Pressure Water Zone	\$7,019,000	60%	\$4,211,400	1.0	\$4.21
3	US 1 Parallel Transmission Main	\$3,747,000	90%	\$3,372,300	6.2	\$0.54
4	US1 Booster Pump Station Pump Addition	\$731,000	55%	\$402,050	6.5	\$0.06
5	US15-501 Water Line Replacement	\$1,511,000	20%	\$302,200	2.1	\$0.14
7	Pinebluff Parallel Transmission Main	\$3,102,000	50%	\$1,551,000	16.2	\$0.10
Water Treatment Plant						
6	Water Treatment Plant Expansion Permit	\$150,000	100%	\$150,000	4.0	\$0.04
	Subtotal			\$10,749,750		\$5.46
	Credit (25%)					(\$1.36)
	Total					\$4.09

Similarly, the wastewater system projects were evaluated and a cost of \$1.42 per gpd/SU, including the required credit was calculated as shown in **Table 4-8** below:

Table 4-7 Wastewater System SDF Projects for Incremental/Marginal Method

#	Name of Project	Capital Cost	% Applicable to SDF	Adjusted Cost	Capacity (MGD)	\$/gpd/SU
1	Warrior Woods PS Upgrade Phase IB	\$1,205,000	100%	\$1,205,000	1.6	\$0.75
2	Warrior Woods PS Upgrade Phase II	\$2,509,000	100%	\$2,509,000	2.2	\$1.14
	Subtotal			\$3,714,000		\$1.89
	Credit (25%)					(\$0.47)
	Total					\$1.42

4.6 System Development Fee – Buy-In Method

The existing water and wastewater systems have existing capacity for new development to buy in. Additionally, the Town is planning a series of rehabilitation and modernization projects to

prolong the longevity of existing water and wastewater system assets. The depreciated value of the existing water treatment and distribution system is shown in **Table 4-6**. Utilizing this information, a cost of \$6.26 per gpd/SU was calculated to be applied to the Buy In method as shown in **Table 4-9**.

Table 4-8 Water System Buy-In Costs

Asset	Depreciated Total	Planned Rehab Projects*	Total Cost	Capacity (MGD)	\$/gpd/SU
Water Treatment Plant	\$25,357,808	\$14,453,968	\$39,811,775	8	\$4.98
Water Distribution System	\$7,802,402	\$2,490,000	\$10,292,402	8	\$1.29
Total	\$33,160,210	\$16,943,968	\$50,104,178	8	\$6.26

* Includes NCDOT U-5815BA and WTP Modernization and Rehabilitation Projects as shown in the current CIP.

The total depreciated value of the wastewater collection system is shown in **Table 4-6**. Utilizing this information, a cost of \$5.65 per gpd/SU was calculated to be applied to the wastewater Buy-In method as shown in **Table 4-10** below:

Table 4-9 Wastewater System Buy In Costs

Asset	Depreciated Total	Planned Rehab Projects*	Total Cost	Capacity (MGD)	\$/gpd/SU
Wastewater Collection System	\$5,851,802	\$11,097,802	\$16,949,604	3	\$5.65
Total	\$5,851,802	\$11,097,802	\$16,949,604	3	\$5.65

* Includes Annual Rehabilitation Projects, Sewer Lift Station Backups and the Longleaf Dam Sewer Relocation.

4.7 System Development Fee – Combined Method

Because there is sufficient capacity in the system to provide service to future development and additional projects are needed in the future, the Combined method was considered. This method combines fees calculated by both the Buy-In and Incremental/Marginal methods. Based on information developed for the Incremental / Marginal and Buy-In costs, the combined costs for water and wastewater are as shown in **Table 4-11** and **Table 4-12** below:

Table 4-10 SDF Costs – Combined Method

System	Water	Wastewater
Incremental	\$4.09	\$1.42
Buy-In	\$6.26	\$5.65
Combined	\$10.36	\$7.07

4.8 Maximum Allowable System Development Fees

Based on the calculations for both water and wastewater system development fees for the Incremental/Marginal, Buy-In and Combined method, the maximum allowable fees are as shown in **Table 4-13** below:

Table 4-11 Maximum Allowable SDF per SU

Method	Water SDF	Wastewater SDF	Total SDF
Incremental	\$1,213.33	\$312.44	\$1,525.77
Buy-In	\$1,856.86	\$1,242.97	\$3,099.83
Combined	\$3,070.19	\$1,555.41	\$4,625.60

Utilizing the SU Equivalencies as shown in **Table 4-1**, and the maximum SDF as shown in **Table 4-13**, the maximum allowable fee per meter size and method is shown in **Table 4-14** below:

Table 4-12 Maximum Allowable SDF per Meter Size

Meter Size	Service Unit Equivalent	Water			Sewer			TOTAL
		Incremental / Marginal	Buy-In	Combined	Incremental / Marginal	Buy-In	Combined	Combined
3/4"	1	\$1,213	\$1,857	\$3,070	\$312	\$1,243	\$1,555	\$4,626
1"	2.2	\$2,669	\$4,085	\$6,754	\$687	\$2,735	\$3,422	\$10,176
1-1/2"	4	\$4,853	\$7,427	\$12,281	\$1,250	\$4,972	\$6,222	\$18,502
2"	6.4	\$7,765	\$11,884	\$19,649	\$2,000	\$7,955	\$9,955	\$29,604
3"	22.4	\$27,179	\$41,594	\$68,772	\$6,999	\$27,843	\$34,841	\$103,614
4"	44	\$53,387	\$81,702	\$135,088	\$13,747	\$54,691	\$68,438	\$203,527
6"	80	\$97,066	\$148,549	\$245,615	\$24,995	\$99,438	\$124,433	\$370,048
8"	140	\$169,866	\$259,961	\$429,827	\$43,742	\$174,016	\$217,758	\$647,584



ORDINANCE #3045
AMENDING THE TOWN'S CODE OF ORDINANCES &
ADOPTING A REVISED PUBLIC WORKS & UTILITIES FEE SCHEDULE

WHEREAS, the Town of Southern Pines owns and maintains a water and sewer system and also provides common public works services, including streets and right-of-way maintenance, solid waste collection and disposal, buildings and grounds maintenance, erosion and sedimentation control enforcement, and similar; and

WHEREAS, the direct provision of some of these services may require a customer to pay fees, rates, and/or charges as adopted by the Town Council.

BE IT ORDAINED by the Town Council of the Town of Southern Pines, North Carolina that the Town's Code of Ordinances and Fee Schedule are amended as follows:

1. Amend the Code of Ordinances by adopting "Attachment A" in its entirety.
2. Adopt the attached fee schedule in its entirety.
3. This ordinance amendment and fee schedule are both effective July 1, 2024, unless otherwise noted herein.
4. The fee schedule shall be administered by the Town Manager or his/her designee.
5. The fee schedule shall be maintained by the Town Clerk.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk

ATTACHMENT A

The Town's Code of Ordinances is amended with the following changes:

1. Amend § 32.076 (A) by deleting the existing contents in their entirety and replacing with the following: "Any fees, rates, and charges described in this chapter are defined in the 'Town of Southern Pines Public Works Fee Schedule,' as amended from time to time by the Town Council. The fee schedule is administered by the Town Manager or his/her designee and maintained by the Town Clerk."
2. Amend § 32.076 (B): delete first sentence and replace with following: "The charges prescribed for waste disposal and environmental services in the 'Public Works Fee Schedule' shall apply to each unit within the Town."
3. Amend § 32.076 (C): delete in its entirety and replace with following: "Fees for waste disposal and environmental services will be billed by the Town to each unit on the monthly water and sewer bill. These charges are due within the time limits fixed for the payment of the utility bill."
4. Amend § 32.076 (D): delete in its entirety and replace with following: "Fees for waste disposal and environmental services must be paid in full by the 25th of each month. The Town may suspend collection of solid waste, recycling, yard debris, and other refuse if these fees are not paid by the 25th day of the month. The property owner, resident, and/or tenant may not unlawfully retain garbage, refuse and/or trash on the property if collection services are suspended and must comply with all applicable health and sanitation regulations and laws."
5. Amend § 32.076 (E): replace "under this section" with "on the Town's fee schedule."
6. Delete Chapter 50 Water and Sewer Use, Appendix A in its entirety.
7. Amend § 50.001 to add the following definition: "FEE SCHEDULE. Any fees, rates, and charges described in this chapter are defined in the 'Town of Southern Pines Water & Sewer Fee Schedule,' as amended from time to time by the Town Council. The fee schedule is administered by the Town Manager or his/her designee and maintained by the Town Clerk."
8. Amend § 50.003 (A)(2): replace "Appendix" with "fee schedule."
9. Amend § 50.005 as follows:
 - a. Subsection (B), second sentence: replace "Appendix" with "fee schedule."
 - b. Subsection (B), final sentence: replace "Appendix A" with "the fee schedule."
 - c. Subsection (D), final sentence: replace "appendix to this chapter" with "fee schedule."
 - d. Add subsection (F) which states: "The water and sewer fee schedule shall be administered by the Town Manager or his/her designee and maintained by the Town Clerk."
10. Amend § 50.013 as follows:
 - a. Subsection (A)(3), first sentence: replace "Appendix A" with "the fee schedule."
 - b. Subsection (B), first sentence: replace "appendix" with "fee schedule."
 - c. Subsection (D)(1)(b), final sentence: replace "Appendix for Rates, Fees and Charges set forth at the end of this chapter" with "fee schedule."
11. Amend § 50.031 (B): replace "appendix" with "fee schedule."
12. Amend § 50.038 (B), second sentence: replace "Appendix A" with "the fee schedule."
13. Amend § 50.040 as follows:
 - a. Subsection (C): replace "Appendix A" with "the fee schedule."
 - b. Subsection (D)(2), second sentence: replace "Appendix A" with "the fee schedule."
14. Amend § 50.057 (A): replace "appendix" with "fee schedule."
15. Amend § 50.059 (D):
 - a. Second sentence: replace "Code of Ordinances" with "fee schedule."
 - b. Delete final sentence in its entirety.
16. Amend § 50.064 (C): delete the existing table of fees and replace with the following text: "Grease Trap fees and charges can be found in the fee schedule."
17. Amend § 50.066 (B): replace "Appendix A" with "the fee schedule."
18. Amend § 50.080: delete in its entirety and replace with "The rate structure set forth in the Town's fee schedule will apply to all water users existing or as may be extended to or served

under this subchapter. These fees increase automatically on October 1 each year, according to the annual average increase in the Consumer Price Index for all urban consumers (CPI-U), U.S. city average, detailed expenditure category, for water and sewerage maintenance.”

19. Amend § 50.082 (A): replace “Appendix” with “fee schedule.”
20. Amend § 50.100: delete in its entirety and replace with “The rate structure set forth in the Town’s fee schedule will apply to all sewer users existing or as may be extended to or served under this subchapter. These fees increase automatically on October 1 each year, according to the annual average increase in the Consumer Price Index for all urban consumers (CPI-U), U.S. city average, detailed expenditure category, for water and sewerage maintenance.”
21. Amend § 50.101, final sentence: replace “Appendix” with “fee schedule.”

----end of document----

TOWN OF SOUTHERN PINES FEE SCHEDULE: PUBLIC WORKS & ENGINEERING	
<i>Description</i>	<i>Amount</i>
ENVIRONMENTAL SERVICES CUSTOMER FEES	MONTHLY FEE
Residential waste collection & disposal: 95-gallon cart	\$ 21.00
Residential waste collection & disposal: 2nd cart at same location: 1/1/25 - 6/30/25	\$ 6.00
Commercial waste collection & disposal: 95-gallon cart	\$ 25.50
Commercial waste collection & disposal: 2nd cart at same location: 1/1/25 - 6/30/25	\$ 7.50
Recycling curbside collection & disposal: 7/1/24 - 12/31/24	included in above
Residential recycling subscription: 1/1/25 - 6/30/25	\$ 10.00
Commercial recycling subscription (per cart): 1/1/25 - 6/30/25	\$ 10.00
Repair/replacement of existing cart	\$ -
Delivery & use of additional cart(s): one-time fee	\$75.00 per cart
CONSTRUCTION INSPECTIONS	FEE
The fee for the following inspections is \$150.00 or the rate per linear foot/hour, whichever is higher.	
Street and/or fire lane (per linear foot)	\$ 2.00
Sidewalk, trail, or greenway (per linear foot)	\$ 0.75
Storm line (per linear foot)	\$ 1.00
Curb and gutter (per linear foot)	\$ 0.75
Water line and Fire Line (per linear foot)	\$ 1.25
Sewer line (per linear foot)	\$ 1.25
Reinspection of improvements (per event)	\$ 150.00
Construction/improvements not otherwise classified (per hour)	\$ 45.00
PLAN REVIEW: SOIL EROSION & SEDIMENTATION CONTROL PLANS	FEE
First acre	\$ 300.00
Each additional acre or part thereof	\$ 150.00
Substantial revision to previously approved or active plan	\$50.00 per acre or part thereof
Revised plan review fee - beginning with third review	\$50 per submittal
MISCELLANEOUS	FEE
Signs (materials and installation)	Town cost + 20%
Labor performed by Town staff	Town cost + 20%
STREET REPAIRS	FEE
Asphalt cut repair per location: 300 square feet or less	\$5.00 per SF
Asphalt cut repair per location: over 300 square feet	Town cost + 20%
Sidewalk repair per location: 100 square feet or less	\$7.00 per SF
Sidewalk repair per location: over 100 square feet	Town cost + 20%
Curb & gutter repair per location: 50 linear feet or less	\$29.00 per LF
Curb & gutter repair per location: over 50 linear feet	Town cost + 20%

EQUIPMENT	CHARGE PER HOUR
Pick-up truck (less than 1-ton)	\$ 20.00
1-ton truck	\$ 35.00
Dump truck	\$ 55.00
Backhoe or mini excavator	\$ 75.00
Skid steer loader	\$ 50.00
Street sweeper	\$ 150.00
Combination jet/vacuum truck	\$ 300.00
Tractor with attachments	\$ 50.00
Air compressor	\$ 35.00
Asphalt recycler	\$ 150.00
ATV/UTV	\$ 30.00
Zero turn mower	\$ 25.00
Aerial lift	\$ 20.00
Wood chipper	\$ 50.00
Dewatering pump	\$ 15.00
Asphalt roller	\$ 30.00
Concrete mixer	\$ 40.00
Chain saw	\$ 15.00
Pipe saw	\$ 15.00
Floor saw	\$ 25.00
Tamp	\$ 20.00
Trench roller	\$ 65.00
Wet tap (per use)	\$ 25.00

TOWN OF SOUTHERN PINES FEE SCHEDULE: WATER, SEWER, AND UTILITY BILLING		
WATER RATES		
Description	In Town	Out of Town
per 1,000 gallons of water provided the Town	\$ 4.00	\$ 8.00
3/4" Water Meter	\$ 14.77	\$ 29.54
1" Water Meter	\$ 24.23	\$ 48.46
1.5" Water Meter	\$ 51.20	\$ 102.40
2" Water Meter	\$ 89.00	\$ 178.00
3" Water Meter	\$ 197.09	\$ 394.18
4" Water Meter	\$ 348.29	\$ 696.58
6" Water Meter	\$ 780.52	\$ 1,561.04
8" Water Meter	\$ 1,385.60	\$ 2,771.20
SEWER CHARGES		
Description	In Town	Out of Town
per 1,000 gallons of water provided the Town	\$ 7.23	\$ 14.46
3/4" Water Meter	\$ 7.68	\$ 15.36
1" Water Meter	\$ 9.99	\$ 19.98
1.5" Water Meter	\$ 16.48	\$ 32.96
2" Water Meter	\$ 25.66	\$ 51.32
3" Water Meter	\$ 51.74	\$ 103.48
4" Water Meter	\$ 88.25	\$ 176.50
6" Water Meter	\$ 192.70	\$ 385.40
8" Water Meter	\$ 338.90	\$ 677.80

WATER CONNECTION CHARGES*		
Description	Inside Town Limits	Outside Town Limits
¾" Water Tap	\$ 3,241.00	\$ 3,782.00
¾" Split Service	\$ 1,362.00	\$ 1,589.00
¾" Meter Only (preset)	\$ 585.00	\$ 683.00
1" Water Tap	\$ 3,659.00	\$ 4,269.00
1" Meter Only (preset)	\$ 732.00	\$ 854.00
1½" Water Tap	\$ 6,290.00	\$ 7,338.00
1½" Meter Only (preset)	\$ 1,106.00	\$ 1,290.00
2" Water Tap	\$ 7,245.00	\$ 8,453.00
2" Meter Only (preset)	\$ 1,360.00	\$ 1,587.00
SEWER CONNECTION CHARGES*		
Description	Inside Town Limits	Outside Town Limits
4" Connection	\$ 2,577.00	\$ 3,007.00
6" Connection	\$ 5,726.00	\$ 6,680.00
Materials/Labor Furnished	\$ 131.00	\$ 153.00
WATER AND SEWER COMBINED CONNECTION CHARGES*		
Description	Inside Town Limits	Outside Town Limits
¾" Water Tap and 4" Sewer Connection	\$ 2,577.00	\$ 3,007.00
WATER AND SEWER TAP ASPHALT CUT/ROAD CROSSING		
Description	Inside Town Limits	Outside Town Limits
Asphalt Cut or Road Crossing by bore	\$ 350.00	\$ 500.00
NON-STANDARD CONNECTIONS		
Charges for water connections and sewer connections for sizes larger than the above or non-standard connections will be at actual cost of materials, labor, overhead, equipment, engineering and all other costs, or the cost of contracting the work to others, plus 20% in town or 40% out of town. Billing for other services, such as moving meters, water extensions, sewer connections, and the like, will be per the above, with an advance deposit as required by the Director of Public Services. Charges for equipment will be for total time at the job site, whether operating or not. Rates for labor and equipment shall be as listed in the Schedule of Fees and Rates		
SYSTEM DEVELOPMENT FEE		
Water Meter Size	Water	Sewer
¾"	\$ 3,070.00	\$ 1,555.00
1"	\$ 6,754.00	\$ 3,422.00
1.5"	\$ 12,281.00	\$ 6,222.00
2"	\$ 19,649.00	\$ 9,955.00
3"	\$ 68,772.00	\$ 34,841.00
4"	\$ 135,088.00	\$ 68,438.00
6"	\$ 245,615.00	\$ 124,433.00
8"	\$ 429,827.00	\$ 217,758.00

UTILITY BILLING FEES		CHARGES	
Connection fee for new customer	\$	15.00	
Special meter reading at customer's request	\$	15.00	
Reconnection after service is cut off for non-payment	\$	20.00	
Credit card convenience fee		4% of bill	
Turn-off	\$	-	
Late charge	\$	6.00	
Handling fee for bad check/bank draft	\$	25.00	
GREASE TRAPS		CHARGES	
Annual Grease Trap Fee	\$	75.00	
Violation of grease trap requirement		\$100 per billing period	
VERIFICATION OF METER ACCURACY (See § 50.026)		CHARGES	
¾" and 1" meter	\$	30.00	
Meters greater than 1" in diameter		Cost of test	
DEPOSITS		CHARGES	
¾" and 1" meter water only	\$	100.00	
¾" and 1" meter water and sewer	\$	150.00	
All meters larger than 1"	\$	300.00	
HYDRANT AND BULK FILL METERS/STATIONS		CHARGES	
Rate		Standard out-of-town rates	
Deposit	\$	1,000.00	
Rental		\$75 per day	

*Current rate through 9/30/24. Fees will increase automatically on October 1 each year, according to the annual average increase in the Consumer Price Index for all urban consumers (CPI-U), U.S. city average, detailed expenditure category, for water and sewerage maintenance

TOWN OF SOUTHERN PINES FEE SCHEDULE: PUBLIC WORKS & ENGINEERING	
<i>Description</i>	<i>Amount</i>
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Residential waste collection & disposal: 2nd cart at same location: 1/1/25 - 6/30/25	\$ 6.00
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Commercial waste collection & disposal: 2nd cart at same location: 1/1/25 - 6/30/25	\$ 7.50
Recycling curbside collection & disposal: 7/1/24 - 12/31/24	included in above
Residential recycling subscription: 1/1/25 - 6/30/25	\$ 10.00
Commercial recycling subscription (per cart): 1/1/25 - 6/30/25	\$ 10.00
Repair/replacement of existing cart	\$ -
Delivery & use of additional cart(s): one-time fee	\$75.00 per cart
CONSTRUCTION INSPECTIONS	FEE
The fee for the following inspections is \$150.00 or the rate per linear foot/hour, whichever is higher.	
Street and/or fire lane (per linear foot)	\$ 2.00
Sidewalk, trail, or greenway (per linear foot)	\$ 0.75
Storm line (per linear foot)	\$ 1.00
Curb and gutter (per linear foot)	\$ 0.75
Water line and Fire Line (per linear foot)	\$ 1.25
Sewer line (per linear foot)	\$ 1.25
Reinspection of improvements (per event)	\$ 150.00
Construction/improvements not otherwise classified (per hour)	\$ 45.00
PLAN REVIEW: SOIL EROSION & SEDIMENTATION CONTROL PLANS	FEE
First acre	\$ 300.00
Each additional acre or part thereof	\$ 150.00
Substantial revision to previously approved or active plan	\$50.00 per acre or part thereof
Revised plan review fee - beginning with third review	\$50 per submittal
MISCELLANEOUS	FEE
Signs (materials and installation)	Town cost + 20%
Labor performed by Town staff	Town cost + 20%
STREET REPAIRS	FEE
Asphalt cut repair per location: 300 square feet or less	\$5.00 per SF
Asphalt cut repair per location: over 300 square feet	Town cost + 20%
Sidewalk repair per location: 100 square feet or less	\$7.00 per SF
Sidewalk repair per location: over 100 square feet	Town cost + 20%
Curb & gutter repair per location: 50 linear feet or less	\$29.00 per LF
Curb & gutter repair per location: over 50 linear feet	Town cost + 20%

EQUIPMENT	CHARGE PER HOUR	
Pick-up truck (less than 1-ton)	\$	20.00
1-ton truck	\$	35.00
Dump truck	\$	55.00
Backhoe or mini excavator	\$	75.00
Skid steer loader	\$	50.00
Street sweeper	\$	150.00
Combination jet/vacuum truck	\$	300.00
Tractor with attachments	\$	50.00
Air compressor	\$	35.00
Asphalt recycler	\$	150.00
ATV/UTV	\$	30.00
Zero turn mower	\$	25.00
Aerial lift	\$	20.00
Wood chipper	\$	50.00
Dewatering pump	\$	15.00
Asphalt roller	\$	30.00
Concrete mixer	\$	40.00
Chain saw	\$	15.00
Pipe saw	\$	15.00
Floor saw	\$	25.00
Tamp	\$	20.00
Trench roller	\$	65.00
Wet tap (per use)	\$	25.00
TOWN OF SOUTHERN PINES FEE SCHEDULE: WATER, SEWER, AND UTILITY BILLING		
WATER RATES		
Description	In Town	Out of Town
per 1,000 gallons of water provided the Town	\$ 4.00	\$ 8.00
3/4" Water Meter	\$ 14.77	\$ 29.54
1" Water Meter	\$ 24.23	\$ 48.46
1.5" Water Meter	\$ 51.20	\$ 102.40
2" Water Meter	\$ 89.00	\$ 178.00
3" Water Meter	\$ 197.09	\$ 394.18
4" Water Meter	\$ 348.29	\$ 696.58
6" Water Meter	\$ 780.52	\$ 1,561.04
8" Water Meter	\$ 1,385.60	\$ 2,771.20
SEWER CHARGES		
Description	In Town	Out of Town
per 1,000 gallons of water provided the Town	\$ 7.23	\$ 14.46
3/4" Water Meter	\$ 7.68	\$ 15.36
1" Water Meter	\$ 9.99	\$ 19.98
1.5" Water Meter	\$ 16.48	\$ 32.96
2" Water Meter	\$ 25.66	\$ 51.32
3" Water Meter	\$ 51.74	\$ 103.48
4" Water Meter	\$ 88.25	\$ 176.50
6" Water Meter	\$ 192.70	\$ 385.40
8" Water Meter	\$ 338.90	\$ 677.80

WATER CONNECTION CHARGES*		
Description	Inside Town Limits	Outside Town Limits
¾" Water Tap	\$ 3,241.00	\$ 3,782.00
¾" Split Service	\$ 1,362.00	\$ 1,589.00
¾" Meter Only (preset)	\$ 585.00	\$ 683.00
1" Water Tap	\$ 3,659.00	\$ 4,269.00
1" Meter Only (preset)	\$ 732.00	\$ 854.00
1½" Water Tap	\$ 6,290.00	\$ 7,338.00
1½" Meter Only (preset)	\$ 1,106.00	\$ 1,290.00
2" Water Tap	\$ 7,245.00	\$ 8,453.00
2" Meter Only (preset)	\$ 1,360.00	\$ 1,587.00
SEWER CONNECTION CHARGES*		
Description	Inside Town Limits	Outside Town Limits
4" Connection	\$ 2,577.00	\$ 3,007.00
6" Connection	\$ 5,726.00	\$ 6,680.00
Materials/Labor Furnished	\$ 131.00	\$ 153.00
WATER AND SEWER COMBINED CONNECTION CHARGES*		
Description	Inside Town Limits	Outside Town Limits
¾" Water Tap and 4" Sewer Connection	\$ 2,577.00	\$ 3,007.00
WATER AND SEWER TAP ASPHALT CUT/ROAD CROSSING		
Description	Inside Town Limits	Outside Town Limits
Asphalt Cut or Road Crossing by bore	\$ 350.00	\$ 500.00
NON-STANDARD CONNECTIONS		
Charges for water connections and sewer connections for sizes larger than the above or non-standard connections will be at actual cost of materials, labor, overhead, equipment, engineering and all other costs, or the cost of contracting the work to others, plus 20% in town or 40% out of town. Billing for other services, such as moving meters, water extensions, sewer connections, and the like, will be per the above, with an advance deposit as required by the Director of Public Services. Charges for equipment will be for total time at the job site, whether operating or not. Rates for labor and equipment shall be as listed in the Schedule of Fees and Rates		
SYSTEM DEVELOPMENT FEE		
Water Meter Size	Water	Sewer
¾"	\$ 3,070.00	\$ 1,555.00
1"	\$ 6,754.00	\$ 3,422.00
1.5"	\$ 12,281.00	\$ 6,222.00
2"	\$ 19,649.00	\$ 9,955.00
3"	\$ 68,772.00	\$ 34,841.00
4"	\$ 135,088.00	\$ 68,438.00
6"	\$ 245,615.00	\$ 124,433.00
8"	\$ 429,827.00	\$ 217,758.00

UTILITY BILLING FEES	CHARGES
Connection fee for new customer	\$ 15.00
Special meter reading at customer's request	\$ 15.00
Reconnection after service is cut off for non-payment	\$ 20.00
Credit card convenience fee	4% of bill
Turn-off	\$ -
Late charge	\$ 6.00
Handling fee for bad check/bank draft	\$ 25.00
GREASE TRAPS	CHARGES
Annual Grease Trap Fee	\$ 75.00
Violation of grease trap requirement	\$100 per billing period
VERIFICATION OF METER ACCURACY (See § 50.026)	CHARGES
¾" and 1" meter	\$ 30.00
Meters greater than 1" in diameter	Cost of test
DEPOSITS	CHARGES
¾" and 1" meter water only	\$ 100.00
¾" and 1" meter water and sewer	\$ 150.00
All meters larger than 1"	\$ 300.00
HYDRANT AND BULK FILL METERS/STATIONS	CHARGES
Rate	Standard out-of-town rates
Deposit	\$ 1,000.00
Rental	\$75 per day

*Current rate through 9/30/24. Fees will increase automatically on October 1 each year, according to the annual average increase in the Consumer Price Index for all urban consumers (CPI-U), U.S. city average, detailed expenditure category, for water and sewerage maintenance



**TOWN OF SOUTHERN PINES RESOLUTION #1088
AMENDING THE CAPITAL RESERVE FUND
TO APPROPRIATE SYSTEM DEVELOPMENT FEES**

WHEREAS, there is a need in the Town of Southern Pines to provide funds for future capital projects related to its combined water and wastewater system; and

WHEREAS, NCGS 159-18 authorizes the creation of a capital reserve fund; and

WHEREAS, NCGS 162A, Art. 8 requires that all system development fee (SDF) proceeds be accounted for in a capital reserve fund. The revenue assumptions below reflect an estimate of system development fees to be collected over a period of twelve months beginning April 1, 2024, in addition to any adjustments made necessary as a result of actual collections over/under estimates during the previous twelve-month period.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of Southern Pines that:

SECTION 1: The Town Council hereby amends the Capital Reserve Fund -Water for the purpose of funding the following capital projects related to the Town's water system:

East Morganton Road Water Line Replacement. An existing 6-inch water line was replaced with a 12-inch water line along East Morganton Road from Ridge Street to Valley Road. This project was initiated in FY19-20 and completed in FY 20-21. Changes resulting from in-field findings during construction and NCDOT requirements, in addition to a volatile construction market at the time, resulted in the project coming in above the original estimate. The Town adjusted the SDF appropriations based on final costs at the time of closing the East Morganton Water Line Project Fund. **The final SDF appropriation was \$158,678.88** or thirty-eight percent (38%) of the adjusted final project cost. Final actual cost was \$556,768, while the adjusted cost becomes \$417,576 after accounting for the 25% statutorily mandated developer's discount. The project will address future infill development while reducing areas of low fire flow along Morganton Road, south of Weymouth Woods.

No further appropriation from the budget ordinance to the CRF-Water of SDF proceeds is necessary.

Pennsylvania Avenue/Pee Dee Road Water Line Replacement. An existing 10-inch water line was replaced with a 16-inch water line originally planned along Pennsylvania/Pee Dee Road from Connecticut Avenue to Central Drive, but eventually re-routed due to right-of-away acquisition costs and what would have become excessive tree removal along a heavily traveled corridor. This project was originally implemented in 2019 and estimated costs were updated to \$1,957,800 as part of the 2020 SDF Report. Market and supply chain realities resulted in significant cost escalation leading up to bids being opened, with the low bid for construction coming in at \$3,251,748.61 plus contingency. Following completion, a final project accounting occurred in May 2024 establishing a final cost of \$3,320,570.30. Based on the 2020 SDF Report, 51% of the project was eligible for SDF funding following the 25% front-end discount amounting to an eligible SDF figure of **\$1,270,118.10**. \$180,025 in SDF collections were recognized by Town Council and transferred to the CPF for this project. The remaining balance of the CPF, \$1,194,642, was transferred to the North Pressure Zone CPF and the Fund closed by the Town Council. The project will address future growth, pressure, and flow rates to the northern portion of Town and in particular the proposed North Elevated Storage Tank.

No further appropriation from the budget ordinance to the CRF-Water of SDF proceeds is necessary.

Midland Road Water Line Replacement. An existing 6-inch and 8-inch water line will be replaced with a 12-inch water line along Midland Road from Knoll Road to Pee Dee Road. This project is currently scheduled for possible implementation in FY2028 following the adoption of the 2024 SDF Report update. The original estimated cost upon which the SDF Fee is based is \$2,536,000. Based on this estimate, the project would be eligible for \$570,600 in SDF, based on 30% of project cost after 25% discount. The balance of upfront costs will be covered by water capital funds. The project will address future growth and pressures to anticipate further development in the Mid-South and Talamore areas.

The 2024-2025 appropriation from the budget ordinance to the CRF-Water of SDF proceeds for this purpose is \$0

North Pressure Zone. The Town plans to install a 184 ft. high 1.0 MG North Elevated Storage Tank and associated valves. Project design has been implemented and the original estimate updated to \$7,019,000. SDF in the amount of \$3,158,550 or 60% of final costs after 25% discount, will ultimately be appropriated to the CRF for this purpose with the balance of upfront costs covered by water capital funds and installment loans. The project will successfully add a pressure zone in the northern portion of our service area to address potential low flow conditions which could impact future growth in this area.

The 2024-2025 appropriation from the budget ordinance to the CRF-Water of SDF proceeds for this purpose is \$271,765

US 1 Booster Pump Addition. The Town plans to install infrastructure to provide for an additional 4,500 gpm Pumping Capacity to the US 1 Booster Pump Station. This project is currently scheduled for implementation in 2027 with an estimated cost of \$731,000. Based on original estimates, the Town would appropriate approximately \$301,537.50 based on 55% of project costs after 25% discount, of System Development Fee revenues to the CRF for this purpose with the balance of upfront costs covered by water capital funds and potential loans. The additional flow will support ongoing development throughout our Water service area.

The 2024-2025 appropriation from the budget ordinance to the CRF – Water of SDF proceeds for this purpose is \$0

Water Treatment Plant Expansion. The Town Water Plant operates off of a license to produce 8.0 MGD but has the ability to produce up to 11.0 MGD. It is anticipated based on current growth models that an application for expansion of Plant capacity will need to be developed and filed around the year 2028. Fees and adjustments associated with the application are estimated to be \$150,000 and after 25% discount the Town intends to appropriate \$112,500 of System Development Fee revenues to the CRF for this purpose with the balance of upfront costs covered by water capital funds and Retained Earnings. The additional licensed capacity will support ongoing development throughout our Water service area.

The 2024-2025 appropriation from the budget ordinance to the CRF-Water of SDF proceeds for this purpose is \$0

US1 Parallel Transmission Main. This project was envisioned to install a 20" water line parallel to the existing 18" transmission main from the US1 Booster Pump Station to the intersection of US1 and Saunders in addition to replacing a 6" line along the west side of Old US1 from Murray Hill to Morganton. This project is scheduled for implementation in 2026. Projected at a cost of \$3,747,000, the project is 90% SDF eligible resulting in a planned SDF appropriation of \$2,529,225 after the 25% discount. The project improvements will provide increased transmission capacity into the system and reduce excessive head loss and velocity in the existing transmission main. These improvements are needed to meet future demands.

The 2024-2025 appropriation from the budget ordinance to the CRF-Water of SDF proceeds for this purpose is \$0

US 15-501 Water Line Replacement. An existing 8-inch waterline will be replaced with a 12-inch waterline along US-15-501/Commerce Avenue from Murray Hill Road to Turner Street. This project will improve transmission capacity and eliminate an existing bottleneck in the system. The project had an estimated cost of \$1,511,000 and is eligible for \$226,650 in SDF Revenues based on 20% of estimated final costs after the 25% discount.

The 2023-2024 appropriation from the budget ordinance to the CRF-Water of SDF proceeds for this purpose is \$0

System Development Fee Analysis. The \$20,000 update to the SDF report is eligible for 75% SDF funding, 50% (\$7,500) of which will be appropriated from water SDF.

The 2023-2024 appropriation from the budget ordinance to the CRF-Water of SDF proceeds for this purpose is \$0

Water Treatment Plant (Buy-In project). The 2024 depreciated value of the Water Plant adopted as part of the SDF update is \$25,357,808 and an additional \$14,453,968 in rehabilitation projects are scheduled per the adopted CIP.

The 2024-2025 appropriation from the budget ordinance to the CRF-Water of SDF proceeds for this purpose is \$758,155

Water Distribution System (Buy-In project). The 2024 depreciated value of the Water Distribution System adopted as part of the SDF update is \$7,802,402 and an additional \$2,490,000 in rehabilitation projects are scheduled per the adopted CIP.

The 2024-2025 appropriation from the budget ordinance to the CRF-Water of SDF proceeds for this purpose is \$0

SECTION 2: The Town Council hereby amends the Capital Reserve Fund- Sewer for the purpose of funding the following capital projects related to the Town’s wastewater system:

Warrior Woods Pump Station Improvements: Significant upgrades to both the Warrior Woods Pump Station and associated Force Main will occur through a series of projects that are ultimately scheduled for completion in 2027. The estimated cost of all projects is \$9,239,300. The Town intends to appropriate approximately \$4,880,812.50 of System Development Fee revenues to the CRF for this purpose with the balance derived from Retained Earnings, Sewer Capital Funds, loans, and remaining Impact Fees collected prior to October 1, 2018. The first phase of this project was initiated in FY 2018-2019 with completion in 2020 with \$791,250 appropriated in the 2018-2019 Budget from the previous Impact Fee account and \$263,750 appropriated from Sewer Capital Funds. Previously, \$953,988 in SDF funds have been appropriated to the CRF-Wastewater SDF toward this multi-phased project. The upgrades will address additional capacity needed to support further development within all wastewater infrastructure in addition to replacing the maintenance of heavy current facilities.

*The 2024-2025 appropriation from the budget ordinance to the CRF-Sewer of SDF proceeds for this purpose is **\$126,884***

System Development Fee Analysis. The \$20,000 update to the SDF report is eligible for 75% SDF funding, 50% (\$ 7,500) of which will be appropriated from sewer SDF.

The 2023-2024 appropriation from the budget ordinance to the CRF-Sewer of SDF proceeds for this purpose is \$0

Waste Water Collection Rehabilitation (Buy-In project). The 2024 Depreciated value of the Waste Water Collection system is \$5,851,802 and an additional \$11,097,802 in rehabilitation projects are scheduled per the adopted CIP. Previously \$347,842 has been appropriated to the CRF for this purpose.

*The 2024-2025 appropriation from the budget ordinance to the CRF-Sewer of SDF proceeds for this purpose is **\$210,111***

SECTION 3: These Capital Reserve Funds shall remain effective until all the above listed projects, and any projects added in the future, are completed. Capital Reserve Funds may be amended by the Town Council as needed to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital projects.

SECTION 4: This resolution becomes effective July 1, 2024.

I certify that this resolution was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11th, 2024 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk

TOWN OF SOUTHERN PINES 2025-2030 CAPITAL IMPROVEMENT PROGRAM (CIP)

	FUNDED	FOR EVALUATION & POTENTIAL FUNDING					
CATEGORY	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL CAPITAL PROJECTION
Town Facilities	\$ 145,000	\$ 5,755,000	\$ 2,100,000	\$ 230,000	\$ 130,000	\$ 590,000	\$ 8,950,000
Parks & Public Spaces	\$ 1,275,000	\$ 2,615,000	\$ 650,000	\$ 175,000	\$ 545,000	\$ 425,000	\$ 5,685,000
Fleet & Public Works	\$ 643,500	\$ 545,000	\$ 325,000	\$ 310,000	\$ 100,000	\$ 335,000	\$ 2,258,500
Public Safety	\$ 396,000	\$ 587,500	\$ 487,000	\$ 825,000	\$ 560,000	\$ 1,967,000	\$ 4,822,500
Transportation	\$ 10,467,602	\$ 1,675,000	\$ 1,737,500	\$ 1,790,000	\$ 3,983,000	\$ 1,811,000	\$ 21,464,102
Utilities	\$ 11,859,476	\$ 12,780,500	\$ 4,237,000	\$ 1,220,315	\$ 6,696,454	\$ 3,093,928	\$ 39,887,673
	\$ 24,786,578	\$ 23,958,000	\$ 9,536,500	\$ 4,550,315	\$ 12,014,454	\$ 8,221,928	\$ 83,067,775

POTENTIAL FUNDING SOURCES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
General Fund/Local Funds	\$ 3,726,602	\$ 5,107,500	\$ 2,979,500	\$ 3,330,000	\$ 5,268,000	\$ 5,128,000	\$ 25,539,602
Utility Fund	\$ 4,383,481	\$ 8,335,500	\$ 4,237,000	\$ 1,220,315	\$ 6,726,454	\$ 3,093,928	\$ 27,996,678
General Fund: loan or other debt	\$ 7,200,000	\$ 5,350,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 14,550,000
Utility Fund: loan or other debt	\$ 2,509,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,509,000
General Fund: grant or other external source	\$ 1,967,500	\$ 665,000	\$ 320,000	\$ -	\$ 20,000	\$ -	\$ 2,972,500
Utility Fund: grant or other external source	\$ 4,999,995	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ 9,499,995
	\$ 24,786,578	\$ 23,958,000	\$ 9,536,500	\$ 4,550,315	\$ 12,014,454	\$ 8,221,928	\$ 83,067,775

	FUNDED	FOR EVALUATION & POTENTIAL FUNDING					
FACILITIES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL CAPITAL PROJECTION
Administration Building Renovation	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 1,000,000
Professional services - building renovations	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Finance Building Renovation	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 3,000,000
Fire Station #81 Renovation	\$ -	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet Garage	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000
Police Station: interior renovations & maintenance	\$ 20,000	\$ 135,000	\$ -	\$ -	\$ -	\$ 390,000	\$ 545,000
Water Treatment Plant: roof replacment	\$	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Administration Building - HVAC replacment	\$	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Library: interior maintenance	\$	\$ 125,000	\$ 25,000	\$ 25,000	\$ -	\$ 125,000	\$ 300,000
Library: exterior updates	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000
IT Building: HVAC	\$		\$	\$ 130,000	\$ -	\$ -	\$ 130,000
Rec Center: HVAC	\$			\$ -	\$ 55,000	\$ -	\$ 55,000
Town Facilities - Maintenance & Upgrades	\$ 125,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 500,000
	\$ 145,000	\$ 5,755,000	\$ 2,100,000	\$ 230,000	\$ 130,000	\$ 590,000	\$ 8,950,000
POTENTIAL FUNDING SOURCES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
General Fund	\$ 145,000	\$ 660,000	\$ 100,000	\$ 230,000	\$ 130,000	\$ 590,000	\$ 1,855,000
Utility Fund	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Loan or other debt	\$ -	\$ 5,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 7,000,000
Grant or other external source	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000
	\$ 145,000	\$ 5,755,000	\$ 2,100,000	\$ 230,000	\$ 130,000	\$ 590,000	\$ 8,950,000

	FUNDED		FOR EVALUATION & POTENTIAL FUNDING				
FACILITIES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL CAPITAL PROJECTION
Armory Field maintenance/upgrades	\$ -	\$ -	\$ -	\$ -	\$ 155,000	\$ -	\$ 155,000
Downtown Park parking lot resurfacing	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Martin Park restroom facility	\$ -	\$ 190,000	\$ -	\$ -	\$ -	\$ -	\$ 190,000
Martin Park site furnishings	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Memorial Park: ADA Access & Park Amenities	\$ -	\$ 425,000	\$ -	\$ -	\$ -	\$ -	\$ 425,000
Memorial Park: ballfield improvements	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000
Morganton Rd. fence replacement at Optimist Field	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Morganton Rd. Soccer Fields Irrigation Replacement	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Parks Security & Camera Project	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
Parks, Trails, and Public Spaces Wayfinding Signage	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 75,000
Pool Park Bathhouse	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Pool Park enhancements	\$ -	\$ -	\$ -	\$ -	\$ 365,000	\$ -	\$ 365,000
Reservoir Park Dam Improvements	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Reservoir Park shelter renovations	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
Sandhurst Park: ADA access & amenities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000
Whitehall Master Plan Implementation	\$ 875,000	\$ 1,250,000	\$ -	\$ -	\$ -	\$ -	\$ 2,125,000
	\$ 1,275,000	\$ 2,615,000	\$ 650,000	\$ 175,000	\$ 545,000	\$ 425,000	\$ 5,685,000
POTENTIAL FUNDING SOURCES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
General Fund/local funds	\$ 1,085,000	\$ 1,640,000	\$ 350,000	\$ 175,000	\$ 545,000	\$ 425,000	\$ 4,220,000
Loan or other debt	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Grant or other external source	\$ 190,000	\$ 625,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 1,115,000
	\$ 1,275,000	\$ 2,615,000	\$ 650,000	\$ 175,000	\$ 545,000	\$ 425,000	\$ 5,685,000

	FUNDED	FOR EVALUATION & POTENTIAL FUNDING					
PUBLIC WORKS	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL CAPITAL PROJECTION
Environmental Services - 1/2 ton pickup replacements	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 400,000
Environmental Services - 3rd Knuckle Boom Truck	\$ -		\$ 230,000	\$ -	\$ -	\$ -	\$ 335,000
Facilities - 1/2 ton pickup replacements	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Facilities - Cargo Van	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ -	\$ -	\$ 165,000
Fleet Maintenance - 1/2 ton pickup replacement	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 230,000
Fleet Maintenance -six Big truck lifts	\$ -	\$ -	\$ -	\$ -	\$ 100,000		\$ 100,000
Inspections light duty pickup truck replacement	\$ 45,000	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 90,000
Parks & Grounds - 3/4 ton pickup replacement	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Parks & Grounds - 1/2 ton pickup replacement		\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 135,000
Parks & Grounds backhoe replacement	\$ 66,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Parks & Grounds mower replacements	\$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Parks & Grounds trailer replacement	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Public Works Laydown Yard Relocation	\$ 77,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,000
Public Works Materials Buggy	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Street & ROW Asphalt Roller	\$ -	\$ -	\$ -	\$ 95,000	\$ -	\$ -	\$ 77,500
Street & ROW Backhoe	\$ -		\$ -	\$ 165,000	\$ -	\$ -	\$ 27,000
Streets & ROW - Flatbed	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 28,000
Streets & ROW - Sweeper	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Streets & ROW Dump Trucks (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,000	\$ 25,000
	\$ 643,500	\$ 545,000	\$ 325,000	\$ 310,000	\$ 100,000	\$ 335,000	\$ 2,258,500
POTENTIAL FUNDING SOURCES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
General Fund	\$ 210,500	\$ 545,000	\$ 325,000	\$ 310,000	\$ 70,000	\$ 335,000	\$ 1,795,500
Utility Fund	\$ 33,000	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 63,000
Loan or other debt	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Grant or other external source	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 643,500	\$ 545,000	\$ 325,000	\$ 310,000	\$ 100,000	\$ 335,000	\$ 2,258,500

	FUNDED	FOR EVALUATION & POTENTIAL FUNDING					
PUBLIC SAFETY	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL CAPITAL PROJECTION
Fire Brush Truck	\$ -	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ 210,000
Fire Tanker Truck - Replacement of 816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 345,000	\$ 345,000
Fire Engine Truck - Replacement of 812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Fire Fleet Vehicles	\$ -	\$ 65,000	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ 260,000
Fire Portable Radios	\$ 65,000		\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 85,000
Fire SCBA	\$ -	\$ 42,000	\$ 42,000	\$ 45,000	\$ 45,000	\$ 47,000	\$ 221,000
Fire Turnout Gear	\$ 65,500	\$ 65,500	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 411,000
Fire Mobile Radio Equipment	\$ 40,500		\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 60,500
Fire Heavy Rescue Air Bag Replacement	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Police Camera System - Station & Interview Room	\$ -		\$ -	\$ -	\$ -	\$ 105,000	\$ 105,000
Police Communications - VIPER Radio Consolettes	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Police Fleet Vehicles	\$ 130,000	\$ 205,000	\$ 355,000	\$ 645,000	\$ 360,000	\$ 145,000	\$ 1,840,000
Eventide Recording Equipment Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000
Police Communications & Console Equipment Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
	\$ 396,000	\$ 587,500	\$ 487,000	\$ 825,000	\$ 560,000	\$ 1,967,000	\$ 4,822,500

POTENTIAL FUNDING SOURCES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
General Fund/local funds	\$ 290,500	\$ 587,500	\$ 467,000	\$ 825,000	\$ 540,000	\$ 1,967,000	\$ 4,677,000
Loan or other debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant or other external source	\$ 105,500	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 145,500
	\$ 396,000	\$ 587,500	\$ 487,000	\$ 825,000	\$ 560,000	\$ 1,967,000	\$ 4,822,500

	FUNDED	FOR EVALUATION & POTENTIAL FUNDING					
TRANSPORTATION	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL CAPITAL PROJECTION
Downtown Hardscaping	\$ -	\$ 35,000	\$ 37,500	\$ 40,000	\$ 43,000	\$ 46,000	\$ 201,500
Knoll Rd. Multi-Modal Project	\$ 2,090,000	\$ -	\$ -	\$ -	\$ 2,090,000	\$ -	\$ 4,180,000
Morganton Park South Parkway	\$ 6,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,800,000
Street Storm Water Projects	\$ 60,000	\$ 90,000	\$ 50,000	\$ -		\$ -	\$ 200,000
Street Storm Water CCTV(TBD)		(TBD)					\$ -
Street Resurfacing	\$ 1,267,602	\$ 1,350,000	\$ 1,450,000	\$ 1,550,000	\$ 1,650,000	\$ 1,765,000	\$ 9,032,602
Sidewalk Construction	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	\$ 1,050,000
	\$ 10,467,602	\$ 1,675,000	\$ 1,737,500	\$ 1,790,000	\$ 3,983,000	\$ 1,811,000	\$ 21,464,102

POTENTIAL FUNDING SOURCES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
General Fund/local funds	\$ 1,995,602	\$ 1,675,000	\$ 1,737,500	\$ 1,790,000	\$ 3,983,000	\$ 1,811,000	\$ 12,992,102
Loan or other debt	\$ 6,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,800,000
Grant or other external source	\$ 1,672,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,672,000
	\$ 10,467,602	\$ 1,675,000	\$ 1,737,500	\$ 1,790,000	\$ 3,983,000	\$ 1,811,000	\$ 21,464,102

	FUNDED	FOR EVALUATION & POTENTIAL FUNDING						
UTILITIES - THROUGH ENTERPRISE FUND	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FUTURE YEARS	TOTAL CAPITAL PROJECTION
Utilities ATV	\$ 37,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,000
Sewer CCTV Camera Replacement and Van	\$ 354,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354,300
Crane Truck Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185,000	\$ 75,000
Equipment Replacements	\$ -	\$ -	\$ -	\$ 70,000	\$ -	\$ 75,000	\$ 240,000	\$ 222,500
Jet Trailer Replacements	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 495,000
Light Duty Truck Replacements	\$ -	\$ 120,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 52,500	\$ 40,000
Service Truck Replacements	\$ -	\$ 115,000	\$ 120,000	\$ -	\$ 260,000	\$ -	\$ -	\$ 1,480,000
Transit Van Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 385,000
Vac Truck Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,480,000	\$ 185,000
Gravity Sewer System - Annual Rehabilitation (Wastewater Project #8)	\$ 5,116,376	\$ 350,000	\$ 360,500	\$ 371,315	\$ 382,454	\$ 393,928	\$ 2,154,161	\$ 9,128,734
Longleaf Dam Sewer Relocation (Wastewater Project #7)	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000
Midland Rd. Water Line Replacement (Water Project #2)	\$ -	\$ -	\$ -	\$ 331,000	\$ 2,205,000	\$ -	\$ -	\$ 2,536,000
North Pressure Zone (Water Project #4)	\$ 500,000	\$ 3,467,500	\$ 3,051,500	\$ -	\$ -	\$ -	\$ -	\$ 7,019,000
Pinebluff Parallel Transmission Main (Water Project #8)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,123,000	\$ 30,123,000
Sewer Lift Station Emergency Backups (Wastewater Project #5)	\$ -	\$ 220,000	\$ 205,000	\$ -	\$ -	\$ -	\$ -	\$ 425,000
US-1 Booster Pump Station Addition (Water Project #5)	\$ -	\$ 731,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 731,000
US-1 Parallel Transmission Main (Water Project #6)	\$ -	\$ -	\$ -	\$ 448,000	\$ 3,299,000	\$ -	\$ -	\$ 3,747,000
US-1 Water Line Relocation & Upsize (Water Project #3)	\$ 1,990,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,490,000
US-15-501 Water Line Replacement & Upsize (Water Project #7)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,511,000	\$ 1,511,000
Warrior Woods Pump Station Upgrade Phases IB, II, III (Wastewater Projects #1-3)	\$ 2,509,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,241,300	\$ 8,750,300
Water Treatment Plant Capacity Expansion Study/Permit (WTP Project #6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
Water Treatment Plant Raw Water Main Replacement (WTP Project #5)	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 2,625,000	\$ 2,625,000	\$ 5,750,000
Water Treatment Plant Modifications (WTP Projects #1-4)	\$ 902,800	\$ 7,702,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,604,800
	\$ 11,859,476	\$ 12,780,500	\$ 4,237,000	\$ 1,220,315	\$ 6,696,454	\$ 3,093,928	\$ 44,801,961	\$ 84,689,634
POTENTIAL FUNDING SOURCES	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FUTURE	TOTAL
Utility Fund	\$ 4,350,481	\$ 8,280,500	\$ 4,237,000	\$ 1,220,315	\$ 6,696,454	\$ 3,093,928	\$ 44,801,961	\$ 72,680,639
Loan or other debt	\$ 2,509,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,509,000
Grant or other external source	\$ 4,999,995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,999,995
Defense Community Infrastructure Program for WTP	\$ -	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000
	\$ 11,859,476	\$ 12,780,500	\$ 4,237,000	\$ 1,220,315	\$ 6,696,454	\$ 3,093,928	\$ 44,801,961	\$ 84,689,634



RESOLUTION #1089
ADOPTING THE 2025-2030 CAPITAL IMPROVEMENT PROGRAM

WHEREAS, the Town of Southern Pines has a population of nearly 16,000 residents and encompasses nearly 18 square miles. The Town provides a full range of services, including police and fire protection, streets, planning and zoning, parks and recreation, library, fleet maintenance, and general administrative services. The Town also operates a water and sewer utility system; and

WHEREAS, the Town has a history of fiscally responsible budgeting and financial management. This has allowed the Town to cash flow smaller capital projects and reduce borrowing costs on more significant projects; and

WHEREAS, the Town has identified capital projects and estimated costs related to facilities, public safety, transportation, and utilities that may be expected over a ten-year planning horizon and which are identified in the attached Town of Southern Pines 2025-2030 Capital Improvement Program (CIP); and

WHEREAS, the CIP assists the Town in planning for the replacement and rehabilitation of existing capital assets, identifying future acquisitions or projects, providing time to arrange financing and execute project design and engineering, furthering community development, and advancing other financial and community goals; and

WHEREAS, the CIP is a planning and forecasting tool only and is not a formal authorization or appropriation of funding.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Pines, North Carolina in regular session assembled this 11th day of June, 2024, that;

1. The Town Council of Southern Pines hereby adopts the attached 2025-2030 Capital Improvement Program (CIP).
2. The Town Council intends to review, update, and adopt the CIP at least on an annual basis in coordination with the operating budget.

I certify that this resolution was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3047
AMENDING THE WARRIOR WOODS LIFT STATION BUDGET

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby amended:

Section 1: The project authorized is for the purpose of upgrades to the lift station, which will increase capacity and meet expected future demand.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following additional amount is appropriated for the project:

Construction	<u>\$ 126,884</u>
Total Project Appropriation	<u>\$ 126,884</u>

Section 4: The following revenue is anticipated to be available to complete this project:

Transfer In – System Development Fees - Sewer	<u>\$ 126,884</u>
Total Project Revenues	<u>\$ 126,884</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project.

Section 6: This ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3048
AMENDING THE MUNICIPAL SERVICE DISTRICT SPECIAL REVENUE FUND

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following ordinance is hereby established:

Section 1: The project authorized is the Municipal Service District #1, described in Ordinance #1993, dated the 12th of April, 2022 and approved at two meetings, May 10th, 2022 and June 14th, 2022.

Section 2: The officers of this unit are hereby directed to proceed with the project within the terms of the ordinance documents, the rules and regulations of the appropriate state laws and the budget contained herein.

Section 3: The following additional revenue is anticipated to be available for the project:

Ad Valorem Tax Revenue	<u>\$442,040</u>
Total Project Revenues:	<u>\$442,040</u>

Section 4: The following additional amount is appropriated for the project:

Reserve for Future Parkway Expenses	\$195,401
Principal & Interest	240,008
Parkway Expenses – Collection Fee	<u>6,631</u>
Total Project Costs:	<u>\$442,040</u>

Section 5: The Finance Officer will hereby maintain a separate special revenue fund for the Municipal Service District project. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient specific detailed accounting records to provide accounting to the agency required by the agreement and federal and state regulations.

Section 6: Copies of the special revenue project ordinance shall be made available to the Finance Officer for direction in carrying out this project.

Section 7: The Finance Officer is directed to report annually on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8: The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission made to this board.

Section 9: This amendment becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3049
AMENDING THE SIDEWALKS – PHASE II PROJECT BUDGET

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby amended:

Section 1: The project authorized is for the purpose of constructing additional and repairing and modifying existing sidewalks in the Town.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following additional amount is appropriated for the project:

Construction	<u>\$250,000</u>
Total Additional Project Appropriation	<u>\$250,000</u>

Section 4: The following additional revenue is anticipated to be available to complete this project:

Transfer In- General Fund	<u>\$250,000</u>
Total Additional Project Revenues	<u>\$250,000</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project.

Section 6: This ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3050
AMENDING THE SANITARY SEWER MODERNIZATION CAPTIAL PROJECT
FUND

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby amended:

Section 1: The project authorized is for the purpose to identify, investigate, rehabilitate and/or replace the Town's sewer infrastructure.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following additional amounts are appropriated for the project:

Construction	<u>\$ 590,111</u>
Total Project Appropriation	<u>\$ 590,111</u>

Section 4: The following revenue is anticipated to be available to complete this project:

Transfer In – Utility Fund	\$ 380,000
Transfer In – System Development Fees - Sewer	<u>210,111</u>
Total Project Revenues	<u>\$ 590,111</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project.

Section 6: This ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3051
AMENDING THE PAVING STREETS CAPITAL PROJECT FUND BUDGET

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby amended:

- Section 1: The project, originally authorized for the purpose of paving unimproved Town streets, was amended for the purpose of utilization with the annual paving activities of the Town per the pavement conditions study performed every four years.
- Section 2: The officers of this unit are hereby directed to rename the capital project fund the Paving Capital Project Fund.
- Section 3: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.
- Section 4: The following additional amount is appropriated for the project:
- | | |
|--|--------------------|
| Construction | <u>\$1,267,602</u> |
| Total Additional Project Appropriation | <u>\$1,267,602</u> |
- Section 5: The following additional revenue is anticipated to be available for this project:
- | | |
|-----------------------------------|--------------------|
| Transfer In - General Fund | <u>\$1,267,602</u> |
| Total Additional Project Revenues | <u>\$1,267,602</u> |
- Section 6: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project.
- Section 7: This amended ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3052
AMENDING THE NORTH PRESSURE ZONE PROJECT FUND

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund budget is hereby amended:

Section 1: The project authorized is to establish a fund for the purpose of increasing domestic water pressures for the Town’s customers.

Section 2: The officers of this unit are hereby directed to proceed with the water capital reserve fund within the terms of the budget contained herein.

Section 3: The following additional amount is appropriated for the fund:

Construction	<u>\$2,521,765</u>
Total Additional Project Appropriation	<u>\$2,521,765</u>

Section 4: The following additional revenue is anticipated to be available to complete this fund:

Transfer In – Utility Fund	\$2,250,000
Transfer In – System Development Fees - Water	<u>271,765</u>
Total Additional Project Revenues	<u>\$2,521,765</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this fund.

Section 6: This ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3053
AMENDING THE STORM WATER IMPROVEMENTS PROJECT BUDGET

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby amended:

Section 1: The project authorized is for the purpose of designing, installing and improving storm water infrastructure.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following additional amounts are appropriated for the project:

Construction	<u>\$ 46,600</u>
Total Additional Project Appropriation	<u>\$ 46,600</u>

Section 4: The following additional revenues are anticipated to be available for this project:

Investment Earnings	\$ 17,500
Transfer In- General Fund	<u>29,100</u>
Total Additional Project Revenues	<u>\$ 46,600</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project.

Section 6: This amended ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 224 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3054
AMENDING THE RESERVOIR PARK DAM IMPROVEMENTS
CAPITAL PROJECT FUND

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby adopted:

Section 1: The project authorized is for the purpose of funding and tracking of various projects to rehabilitate and upgrade the dam facilities at Reservoir Park.

Section 2: The officers of this unit are hereby directed to proceed with the capital project with the terms of the budget contained herein.

Section 3: The following amount is appropriated for the project:

Design & Construction	<u>\$200,000</u>
Total Project Appropriation	<u>\$200,000</u>

Section 4: The following revenue is anticipated to be available to complete this project:

Transfer In – General Fund	<u>\$200,000</u>
Total Project Revenues	<u>\$200,000</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project

Section 6: This ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3055
AMENDING THE RECREATION IMPROVEMENTS PROJECT

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby amended:

Section 1: The project authorized is for the purpose of various recreational park improvements.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following additional amount is appropriated for the project:

Construction	<u>\$ 690,000</u>
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Total Additional Project Appropriation	<u>\$ 690,000</u>
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Section 4: The following additional revenue is anticipated to be available to complete this project:

Transfer In- General Fund	<u>\$ 690,000</u>
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Total Additional Project Revenues	<u>\$ 690,000</u>
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Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project.

Section 6: This amended ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3056
AMENDING THE WATER TREATMENT PROCESS MODERNIZATION FUND

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby amended:

Section 1: The project authorized is for the purpose of modernizing equipment and processes at the Water Treatment Plant.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following additional amount is appropriated for the project:

Construction	<u>\$ 758,155</u>
Total Project Appropriation	<u>\$ 758,155</u>

Section 4: The following revenue is anticipated to be available to complete this project:

Transfer In- System Development Fees – Water	<u>\$ 758,155</u>
Total Project Revenues	<u>\$ 758,155</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project.

Section 6: This ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3057
AMENDING THE WATER & SEWER UPGRADES CAPITAL PROJECT FUND

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project budget is hereby amended:

Section 1: The project authorized is for the purpose of funding improvements to the water and sewer distribution and collection system.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following additional amounts are appropriated for the project:

Construction – Water Distribution System	\$200,000
Construction – Sewer Collection System	<u>\$125,000</u>
Total Additional Project Appropriation	<u>\$325,000</u>

Section 4: The following additional revenue is appropriated for this project:

Transfer In Water– Utility Fund	<u>\$200,000</u>
Transfer In Sewer– Utility Fund	<u>\$125,000</u>
Total Additional Project Revenues	<u>\$325,000</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this project.

Section 6: This amended ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



Memorandum

To: Mayor & Town Council
cc: Reagan Parsons, Town Manager; Mac McCarley, Town Attorney
From: Catherine G. Clodfelter, Parker Poe
Date: June 5, 2024
Re: 305 Trackside Lease

Background

The Town of Southern Pines previously entered into a lease agreement with a company called 305 Trackside Events, Inc. Through that lease agreement, the Town leased out event space to 305 Trackside Events beginning on August 1, 2019 for \$500 per month. The Town previously extended the term of the lease agreement once through October 31, 2023.

Upon request of 305 Trackside Events, Town staff recommends extending the lease again through January 6, 2025, with certain changes.

Summary of Proposed Lease Changes

The following changes are proposed to the lease agreement:

- The term of the lease agreement is extended through January 6, 2025.
- The rent amount will increase to \$2,000 per month from January 2024 through the end of the term.
- 305 Trackside Events confirms it is responsible for keeping the leased property in compliance with all Town Ordinances and will reimburse the Town for any costs that the Town incurs to bring the leased property into compliance with Town Ordinances.
- 305 Trackside Events will provide the Town with a minimum of two-weeks' notice when requesting a "Fire Watch" for any event on the leased property.

- The Town has the right to enter the leased property upon reasonable notice to the 305 Trackside Events for the purpose of making improvements and/or upgrades to the Premises.

Proposed Action

Through a lease agreement amendment, the Council should restate the original terms of the lease with the modifications proposed. Because the term of the lease extension is for longer than a year and the term is being negotiated after the original term expired, the Council must approve of the lease extension and amendments in the same manner that the Council approved of the initial lease. Under N.C. Gen. Stat. § 160A-272, the lease amendment requires Council approval and an accompanying resolution.

Documents Before the Town Council

The Council has before it (1) a lease amendment, which document incorporates by reference the original terms of the 305 Trackside Lease and the proposed amendments; and (2) a proposed resolution approving of the 305 Trackside Lease Amendment.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MOORE

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the “Second Amendment”) is entered into by the Parties on this ____ day of _____, 2024, by and between the TOWN OF SOUTHERN PINES, an incorporated municipality, a body corporate and politic in Moore County, North Carolina, party of the first part (hereinafter sometimes referred to as Lessor); and 305 TRACKSIDE EVENTS, Inc., a duly chartered corporation with a current address of 9 Pine Ridge Drive, Whispering Pines, Moore County, North Carolina, party of the second part (hereinafter sometimes referred to as Lessee).

WHEREAS, Lessor and Lessee previously entered into a Lease Agreement dated August 1st 2019 (the “Lease Agreement”) for lease of certain premises identified in Exhibit A to said Lease Agreement (the “Premises”); and

WHEREAS, Lessor and Lessee previously amended the Lease Agreement to extend the term of the Lease Agreement through October 31, 2023; and

WHEREAS, Lessor and Lessee desire to extend the Lease Agreement through January 6, 2025, and have agreed upon certain amendments to the terms of the Lease Agreement.

NOW, THEREFORE, the parties agree as follows:

1. This Second Amendment incorporates the terms of the Lease Agreement as if they were restated in full, subject to the following modifications in paragraphs 2-7 herein.
2. The term of the Second Amendment shall be through and including January 6, 2025 (the “Term”).
3. In return for a lease on the Property, Lessee shall pay to Lessor \$2,000.00 (two thousand dollars) per month from the period of January 2024 through January 6, 2025.
4. Lessee shall be responsible for keeping the Premises in compliance with all Town Ordinances, including the Fire Prevention Code, and shall reimburse the Town for any costs that the Town incurs to bring the Premises into compliance with Town Ordinances at the end of the Term.

5. Lessee shall provide the Town with a minimum of two-weeks' notice when requesting a "Fire Watch" for any event on the Premises.

6. Lessor has the right to enter the Premises upon reasonable notice to the Lessee for the purpose of making improvements and/or upgrades to the Premises, provided however, that the Lessor shall not enter the Premises during a planned event on the Premises or within a reasonable time before or after said event.

7. The Parties agree that notice may be provided by electronic mail.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed in its Municipal Corporate name, by its Mayor, attested by its Town Clerk and has caused its Corporate Seal to be hereon impressed, all by authority of its Town Council duly given; and said Lessee has caused its Corporate Name to be hereto annexed by its President, attested by its Secretary and has caused its Corporate Seal to be hereon impressed, all by authority of its Board of Directors duly given; all on this the day and year first above written.

(SEAL)

TOWN OF SOUTHERN PINES

By: _____

Taylor Clement
Mayor, Town of Southern Pines

Elizabeth Robertson, Town
Clerk, Town of Southern Pines

305 TRACKSIDE, LLC

By: _____

Susan Wiesner
President, 305 Trackside Events Inc.



RESOLUTION #1090
APPROVAL OF LEASE AMENDMENT TO 305 TRACKSIDE EVENTS, INC.

WHEREAS, the Town of Southern Pines and 305 Trackside Events, Inc., previously entered into a Lease Agreement dated August 1, 2019 (the “Lease Agreement”) for lease of certain premises identified in Exhibit A to said Lease Agreement (the “Premises”); and

WHEREAS, the Town and 305 Trackside Events, Inc., previously amended the Lease Agreement to extend the term of the Lease Agreement through October 31, 2023; and

WHEREAS, the Town and 305 Trackside Events, Inc., desire to extend the Lease Agreement through January 6, 2025, and have agreed upon certain amendments to the terms of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Pines, North Carolina in regular session assembled this ____ day of _____, 2024, that:

Section 1. Authorization to Execute the Instruments. The form and content of the Lease Agreement is in all respects authorized, approved and confirmed, and the Mayor, the Town Clerk and the Town Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Lease Agreement, including necessary counterparts, in substantially the form and content presented to the Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Lease Agreement presented to the Town Council. From and after the execution and delivery of the Lease Agreement, the Mayor, the Town Clerk, the Town Manager, and the Town Attorney, individually and collectively, are hereby authorized, empowered and directed, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Lease Agreements as executed.

Section 2. Town Representative. The Mayor, the Town Clerk, the Town Manager, and the Town Attorney, individually and collectively, are each hereby designated as the Town’s representative to act on behalf of the Town in connection with the undertakings contemplated by the Lease Agreement.

Section 3. Severability. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 4. Effective Date. This Resolution is effective on the date of its adoption.

Adopted this ____ day of _____, 2024.

TOWN OF SOUTHERN PINES

Taylor Clement, Mayor

I certify that this resolution was adopted by the Town Council of the Town of Southern Pines at its meeting of the ____ day of _____, 2024 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk

Agenda Item

To: Reagan Parsons, Town Manager
From: BJ Grieve, Planning Director
Subject: Planning Board Appointment – Enrique Herrera
Date: June 11, 2024

I. RECOMMENDATION:

The Planning Director recommends that Enrique Herrera be considered for appointment to serve the remainder of John Earp's term on the Planning Board, which will expire on May 8, 2026.

II. BACKGROUND:

Mr. Herrera has expressed an interest in serving and has applied for appointment to the Planning Board and the Planning Director has recommended him for appointment.

III. LEGAL REVIEW:

In accordance with UDO §8.13.1(B), the Planning Board shall consist of seven (7) members. Five members appointed by the Town Council shall reside within the town. Two members appointed by the County Board of Commissioners shall reside within the Town's Extraterritorial Planning Area.

- *John Earp was appointed to serve on the Board for his first term to expire on May 8, 2026.*
- *Mr. Earp conveyed his residence in May 2024, thereby creating a vacancy on the Board.*
- *The Board currently consists of four (4) active members who reside in Town and two (2) active members who reside in the Town's ETJ.*
- *Mr. Herrera currently resides in Town and is thereby eligible for appointment as an in-Town member of the Board.*

In accordance with UDO §8.13.1(C), Planning Board members shall be appointed for three-year staggered terms. Members may be appointed to not more than two (2) successive complete terms but may be eligible for reappointment after one year has elapsed from the date of termination of the second term.

- *Upon appointment, Mr. Herrera will serve the remainder of Mr. Earp's term to expire on May 8, 2026.*



DATA SHEET FOR APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

COMMITTEE, COMMISSION, OR BOARD IN WHICH INTERESTED: 2024 Planning Board

NAME: Enrique Herrera TELEPHONE: 910-528-1822

ADDRESS: 170 Edgewater Place, Pinehurst, NC (SoPi) EMAIL: herrera.enrique@pm.me

EDUCATIONAL BACKGROUND

BS Interdisciplinary Studies : Business and Aviation - Liberty University 2018

Air Traffic Control School 1996, Academic Instructor School - 2000

EMPLOYMENT

JOB TITLE: CEO - Defense Contracting

EMPLOYER: Resolute Brave LLC

CIVIC AND PROFESSIONAL ACTIVITIES: Executive Director 2014-Present : The Southern Pines Veterans Parade,
Current VP - Children of Fallen Heroes, Current Board Member - Operation Snow Leopard (Non-Governmental
Organization focused on Afghanistan), Current Member - Veterans in Media and Entertainment

PAST MEMBERSHIP IN ORGANIZATIONS AND OFFICES HELD: No previous offices held

ANY ADDITIONAL INFORMATION AND COMMENTS: I'm a proud 20 year resident of Southern Pines and a retired
USAF veteran with 24 years of service. Joining the Planning Board would be a natural extension of my dedi-
cation to Southern Pines, allowing me to leverage my strategic planning and collaborative problem-solving
background to contribute to our beloved Town's prosperous future and thoughtful development.

DATE: 29 May 24 SIGNATURE: 

PLEASE RETURN TO: Administration
125 SE Broad Street
Southern Pines, NC 28387

admin@southernpines.net

Your application will remain on file 12 months from the date of completion



**ORDINANCE #3059
AMENDING THE CAPITAL RESERVE FUND
WATER SYSTEM DEVELOPMENT FEES**

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund budget is hereby amended:

Section 1: The project authorized is for the purpose of accounting for water system development fees to be utilized in the manner described in the Water Capital Reserve Fund Resolution.

Section 2: The officers of this unit are hereby directed to proceed with the water capital reserve fund within the terms of the budget contained herein.

Section 3: The following additional amount is appropriated for the fund:

Transfer to Water Capital Project Funds	<u>\$1,029,920</u>
Total Project Appropriation	<u>\$1,029,920</u>

Section 4: The following additional revenue is anticipated to be available to complete this fund:

Water System Development Fees	<u>\$1,029,920</u>
Total Project Revenues	<u>\$1,029,920</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this fund.

Section 6: This ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



ORDINANCE #3060
AMENDING THE CAPITAL RESERVE FUND
SEWER SYSTEM DEVELOPMENT FEES

BE IT ORDAINED, by the Town of Southern Pines Town Council, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund budget is hereby amended:

Section 1: The project authorized is for the purpose of accounting for sewer system development fees to be utilized in the manner described in the Sewer Capital Reserve Fund Resolution.

Section 2: The officers of this unit are hereby directed to proceed with the water capital reserve fund within the terms of the budget contained herein.

Section 3: The following additional amount is appropriated for the fund:

Transfer to Sewer Capital Project Funds	<u>\$336,995</u>
Total Project Appropriation	<u>\$336,995</u>

Section 4: The following additional revenue is anticipated to be available to complete this fund:

Sewer System Development Fees	<u>\$336,995</u>
Total Project Revenues	<u>\$336,995</u>

Section 5: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for direction in carrying out this fund.

Section 6: This ordinance becomes effective July 1, 2024.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of June 11, 2024, as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



MINUTES

Tuesday, May 14, 2024: 6:00 PM

Town Council Business Meeting

**C. Michael Haney Room, Southern Pines Police Department
450 W. Pennsylvania Ave.**

1. CALL TO ORDER

Mayor Clement called the meeting to order. The following members of the Town Council were present: Mayor Taylor Clement; Bill Pate; Ann Petersen; Debra Gray; and Brandon Goodman.

2. PLEDGE OF ALLEGIANCE

Mayor Clement led the pledge.

3. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda.

a. Adopt Agenda

Mayor Clement requested a motion to approve the meeting agenda as presented. Councilmember Petersen so moved. Motion passed.

4. PUBLIC COMMENTS

Mayor Clement, with the Council's approval, gave an update on events she had attended since the last council meeting.

- Moore County Economic Development Partners breakfast & round table
- Arbor Day celebration at the ES Douglass Community Center
- Blanche Carter Park dedication
- interview former Mayor Carol Haney for Mitchell's Mayors
- spoke at a Moore County Commissioners Meeting regarding House Bill 166
- several members of Council attended a Historic District Commission meeting regarding a town hall
- the Mayor and other municipal leaders met with State Representatives Ben Moss, Neil Jackson and Senator Tom McInnis regarding HB 166
- attending a meeting on preserving African-American heritage with Councilmember Gray
- Councilmember Goodman will be attending the next MPO meeting where the traffic circle will be discussed
- Anyone wishing to attend is invited to a block party on behalf of Reverend Dr. Paul Murphy on the last Saturday of the month.

Public comments were asked for and none were voiced.

5. CONSENT AGENDA

Mayor Pro Tem Pate moved to approve the Consent Agenda as presented, seconded by Councilmember Goodman; the vote was unanimous.

Motion passed.

a. Budget Amendments

FY 2023/2024 Budget Amendments

b. Approve Town Council Meeting Minutes for April 2024

Staff has prepared the following minutes for approval:

- April 9, 2024, Town Council Agenda Meeting Minutes
- April 23, 2024, Town Council Business Meeting Minutes

c. Approve Appointments: Historic District Commission

The Historic District Commission has two vacancies and the town has received two applications to fill those vacancies. The Planning Department recommends the following appointments:

- Talmadge Shepherd (Term to expire 5/13/28)
- Karl Ecker (Term to expire 5/13/28)

d. Approve Appointment: BPAC

The Bicycle and Pedestrian Advisory Committee (BPAC) has received an application to fill an open vacancy. Staff recommends that the Town Council appoint Mr. Kristopher Kendall to the open vacancy with a term to expire on May 13, 2027.

6. PUBLIC HEARINGS

a. OA-02-24 Cell Tower Distance from Residential

TowerCo 2013, LLC is proposing to amend the Unified Development Ordinance (UDO) Section 5.23(B) to allow towers and related structures greater than 50 feet to be, at least, 800 feet from any Rural Estate, Residential Single-Family, Residential Multi-Family, or Planned Development zoning districts (every residential district except Rural Residential) rather than the current UDO standard of, at least, 1,000 feet away.

Mayor Clement opened the public hearing for OA-02-24: Cell Tower Distance from Residential.

Planning Director Grieve reviewed the application and staff report for the Council.

Mayor Pro Tem Pate asked that 'feet' be added to '50' on letter (c) of the code.

Discussion ensued.

Marc Tucker, attorney for the applicant, and Carie Fazel, representing Towerco, presented a more detailed background on the project utilizing a PowerPoint presentation to the Council. A third representative named Larry(?) was present but a whole name couldn't be heard.

Councilmember Petersen questioned if the ability of the structure to collapse within itself applied to both the monopole and the lattice structure design and was informed by Mr. Tucker and Ms. Fazel that both are designed to collapse upon themselves with the main difference between the two types of structures being how high the structure itself is.

Further discussion was had regarding the anticipated height of the structures and how variables such as lightning rods and other components might add to the overall height.

Additional discussion was held regarding where and approximately how many new locations structures could be placed should the new code be adopted. The applicant identified 14 areas that would be eligible if the OA-02-24 is approved.

Public Comments

Rita Woodland asked if there a list of potential areas that the applicant was considering available for the public to review. Mayor Clement advised that the hearing was for a code change that would allow potential future installations, not to approve the installation of anything at this time.

No other public comments were voiced.

Public Hearing Closed.

Councilmember Gray requested clarification of the application being voted on and was informed that the current vote was for a code change to allow the installation of towers and related

structures greater than 50 feet to be, at least, 800 feet from every residential district except Rural Residential instead of the current code of 1000 feet.

Mayor Pro Tem Pate moved that after considering the criteria for a text amendment found in the UDO §2.17.10, the first of which is consistency with the Comprehensive Plan, the Town Council finds that the proposed text amendments are consistent with the Comprehensive Plan and are a reasonable way to implement the Comprehensive Plan for the reasons set forth in the Planning Board's resolution that was included as an attachment to the staff report for OA-02-24. This motion was seconded by Councilmember Gray and the vote was unanimous.
Motion passed.

Mayor Pro Tem Pate moved to approve OA-02-24 with modifications recommended by the Planning Board, Applicant, and Planning staff, and as written in the draft ordinance, in addition to the correction of lighting to lightening and adding the word 'feet' to 5.23c, seconded by Councilmember Gray; the vote was unanimous.
Motion passed.

b. System Development Fees Analysis

The Town Council of Southern Pines, NC will hold a public hearing giving all interested parties an opportunity to speak on the adoption of a proposed system development fee analysis.

Mayor Clement opened the public hearing for System Development Fees Analysis.

Town Manager Parson gave a brief overview of the request.

Brian Jann of Freese and Nichols, Inc. presented the Water and Wastewater System Development Fee Report dated March 2024 to the Council.

Councilmember Goodman questioned some of the figures used in the report and asked for clarification on how they were derived from which Town Engineer/Asst. Public Works Director James Michel answered along with Mr. Jann.
Discussion ensued.

Public comments were asked for and none were voiced.

Mayor Clement closed the public hearing.

No vote was taken - Action will be taken at the June 11th Business Meeting.

c. FY25 Budget Hearing

The first of two scheduled Public Hearings on the FY24-25 Budget supporting operations of the Town of Southern Pines. A second Hearing will occur in June the evening of requested adoption.

The proposed budget can be found on the Town website here: sopinesnc.info/budget/fy24-25

Mayor Clement opened the Public Hearing,

Town Manager Parsons presented the proposed budget to the Council.
Discussion ensued.

Public Comments

Lynn Thomson of 957 San Davis objected to the proposed increases in the water/sewer and garbage collection fees.

Mayor Clement closed the Public Hearing.

No action was taken - this item will be voted on at the June 11th Business Meeting.

7. ACTION ITEMS

8. ADJOURNMENT

Councilmember Petersen thanked Katherine for her work in Town Attorney McCarley's absence.

Councilmember Petersen acknowledged town employee Carrie Hays for her recently published poetry.

Upon motion by Councilmember Goodman, seconded by Councilmember Petersen and carried unanimously, Council adjourned at 8:45 pm.

Respectfully submitted:

Elizabeth Robertson, Town Clerk

DRAFT



MINUTES

Tuesday, May 28, 2024: 3:00 PM

Town Council Work Session

**C. Michael Haney Community Room: Southern Pines Police Department
450 W. Pennsylvania Ave**

1. CALL TO ORDER

Mayor Clement called the meeting to order. The following members of the Town Council were present: Mayor Taylor Clement; Bill Pate; Ann Petersen; Debra Gray; and Brandon Goodman.

2. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda.

a. Adopt Agenda

Mayor Pro Tem Pate moved to adopt the meeting agenda as presented, seconded by Councilmember Gray; the vote was 5-0. Motion passed.

3. ACTION ITEMS

a. Consider Agreements for the Installation of the Dream Court at Pool Park

As discussed at the April work session, the Council was in favor of partnering with the Boys & Girls Club of the Sandhills and Nancy Lieberman Charities to install a Dream Court, ideally at Pool Park. These agreements allow for the installation and clarify expectations for long-term maintenance and similar.

Asst. Town Manager Roth presented details to the Council regarding the project.

Steve Kasner representing the Boys & Girls Club of the Sandhills gave additional details to the Council and answered questions.

Councilmember Goodman confirmed that the \$150, 000 would just install the court but would not cover anything surrounding work

Mayor Pro Tem Pate asked how this project would benefit the Boys & Girls Club and was told that while this type of project would normally be done on a Boys & Girls Club property, the Club feels doing the project on an available Town-owned property would greatly benefit the Town.

Mayor Clement questioned who would be handling the programming for the court and was assured that the Boys & Girls Club would assist.

Councilmember Petersen asked Town Manager Parsons for the amount of the commitment the Town had previously made for the skate park and was told the Town had pledged \$50,000, the property for the park to be built on, and the long-term maintenance. Councilmember Petersen then questioned if there was a reason why the Town would contribute to the skate park and not the Dream Court. Town Manager Parsons noted that the skate park has been discussed for multiple years and while the Town already has a number of other basketball courts the ultimate decision was and would be made by the Council.

Councilmember Goodman asked for details on the recent Pickleball Court and was informed that a private group contributed to the cost but the Town was already in the process of making the improvements and the contribution just accelerated the project.

Councilmember Gray stated that she used to work for the Boys & Girls Club and feels that working with the police department and recreation leagues to encourage local use and support will benefit

the local community and lessen the chance of vandalism.

Councilmember Petersen moved to offer \$20,000 from the Town with the other \$6,000 to be fundraised at a later date by the Boys & Girls Club of the Sandhills to complete the Dream Court project.

Councilmember Goodman asked if there were maintenance monies still available in the FY 2024-25 budget left unspent and was informed by Town Manager Parsons that there was not and that the 'bottom line monies' might have to be used, so a discussion will need to be had.

Mayor Clement voiced her concern about the Town maintaining consistency when using town funds to contribute to outside groups/projects and Councilmember Petersen agreed.

Town Attorney McCarley advised that no second had been made to Councilmember Petersen's motion and if there were a second to be voiced, then the contract would need to be revised.

Discussion ensued.

Councilmember Petersen moved that the Town cover the estimated cost of grading and pad installation up to a figure of \$19,500 balance of the project to be paid for by the Boys & Girls Club, seconded by Councilmember Gray; the vote was unanimous.

Motion passed.

i. Authorize Mayor to Execute Agreement with Boys & Girls Club of the Sandhills

Councilmember Goodman moved to authorize the Mayor to execute an agreement with the Boys & Girls Club for the Dream Court project, modified as discussed by Council, seconded by Councilmember Petersen; the vote was unanimous.

Motion passed.

ii. Authorize Mayor to Execute Donation Agreement with Nancy Lieberman Charities

Councilmember Goodman moved to authorize the Mayor to execute an agreement with the Nancy Lieberman Charities for the Dream Court project, seconded by Councilmember Petersen; the vote was unanimous.

Motion passed.

b. Resolution Authorizing Staff to Submit for the Defense Community Infrastructure Program Grant

Resolution authorizing staff to submit for the Defense Community Infrastructure Program Grant for the Water Treatment Plant Modernization Phase 2 project.

Town Engineer/Asst. Town Manager James Michel presented the request to the Council.

Discussion ensued.

Mayor Clement questioned if the Water Plant would continue to function properly should there be an extended power outage and was informed that there were generators to power the plant in the event of an emergency.

Mayor Pro Tem Pate moved to approve any resolution necessary to authorize staff to submit the Defense Community Infrastructure Program Grant, seconded by Councilmember Petersen; the vote was unanimous.

Motion passed.

4. COUNCIL UPDATES AND DISCUSSION

a. Noise Ordinance

Matt Nugent of the Bell Tree Tavern would like to discuss potential amendments to the Town's noise ordinance.

Town Manager Parsons presented the request for an amendment to the Noise Ordinance to the Council and asked if the council wished to pursue the request further?

Matt Nugent representing the Bell Tree Tavern discussed the request with the Council, gave background behind the request and answered questions from the Council.

Discussion ensued.

Jeffrey Shear of Pennsylvania Avenue spoke to the Council and questioned how they would enforce a noise ordinance that differentiates between residential and business districts when the area under contention is the downtown area where the two are mixed together.

Discussion ensued.

The Council agrees that the ordinance needs to be updated and asks staff to start researching the ordinance with a public hearing to be scheduled at a later date.

b. Credit Card Fees

Discussion regarding the handling of Credit Card Fees relative to customer payments in advance of FY25 Budget adoption.

Finance Director Tess Brubaker-Speis addressed the Council.

Town Attorney McCarley recommends charging a set fee for anyone using a card or that the Town set a fee and offer a discount for cash payment.

Finance Director Brubaker-Speis shared that the Town would lose efficiency should all citizens pay in cash and so advised against offering an incentive for cash payment.

Discussion ensued.

The Council agreed that a 4% credit card use fee should be included on the FY 2024-25 Fee Schedule.

Discussion regarding cut-off fees to be discussed at a future round table discussion.

c. Planning Department Update

Staff will update Council on applications advancing from the Planning Board to Council and implementation efforts related to the 2040 Comprehensive Plan.

Planning Director BJ Grieve introduced James Broadwell as a new town planner. Mr. Broadwell previously completed an internship with the Town and applied for employment after completing his service with the armed forces.

Town Planner Grieve informed the Council that the Planning Department is now fully staffed and now reviewing and reorganizing its internal procedures to optimize efficiency.

Town Planner Grieve proceeded to advise the Council of upcoming items they would be seeing on the June agenda.

5. COUNCIL ROUNDTABLE

Councilmember Goodman

- welcomed Town Attorney McCarley back
- asked that staff and Council consider options to expand the space that the Thursday Moore County Farmers Market at the Armory could utilize since they are currently squeezed into the current space and unable to expand.

Councilmember Petersen shared that she feels a farmers market should be considered for Pool Park.

Discussion ensued.

Councilmember Petersen

- would like to explore charging reimbursement fees for reissuing checks multiple times.
- the Finance Department is now sending accounts under \$10 to the State for reimbursement and will research sending repeat reimbursement checks to the State as well.
- Town Attorney McCarley advised that the Town can impose a fee should we want to.
- The Southern Pines Connectors Group would like to elevate their status to a formal committee.
- Town Manager Parsons advised that the Group is currently a liaison group and not a formal committee by intention and that turning the Group into a formal committee would then trigger

- requirements such as formal appointments and minutes.
- Councilmember Gray agrees that the formality of a committee may be too much for the Group's intention.
 - Communication Specialist Gerald Ostlund advised the Council that the Group has indicated to him that they would like to know their status to the council, such as does the town council want to hear from them.
 - Councilmember Gray feels the Council should start meeting with them and Councilmember Goodman suggested that they be scheduled to attend a work session quarterly.
 - Mayor Clement would like to spend some time in discussion and redefine the Group to clarify their purpose.
 - Councilmember Petersen shared that she likes the current room set-up
 - Councilmember Petersen 'begged' the Council to reconsider the zoning of golf courses which are now FRR

Mayor Pro Tem Pate

- shared an update from the Tri-Cities meeting which was a legislative update mostly centering on Senate Bill 166

Councilmember Gray

- attended a training in Greensboro that was informative in regards to the changes affecting historic districts.

Mayor Clement

- enjoyed her time in Greensboro and is encouraged by the work being done there and looks forward to the opportunities the Town faces in the future.

6. ADJOURNMENT

Upon motion by Councilmember Petersen, seconded by Councilmember Goodman and carried unanimously, Council adjourned at 5:09 pm.

Respectfully submitted:

Elizabeth Robertson, Town Clerk