



## MINUTES

Tuesday, August 13, 2024: 6:00 PM

Town Council Business Meeting

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

### 1. CALL TO ORDER

Mayor Clement called the meeting to order. The following members of Town Council were present: Mayor Taylor Clement; Bill Pate; Ann Petersen; Debra Gray; and Brandon Goodman.

### 2. PLEDGE OF ALLEGIANCE

### 3. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda.

Mayor Clement requests that Items 5d and 5e be moved from the Consent Agenda to Actions Items.

Mayor Pro Tem Pate moved to approve the meeting agenda with the condition that Items 5d and 5e are moved to Items 7b and 7 c; seconded by Councilmember Petersen; the vote was unanimous.

Motion passed.

### 4. PUBLIC COMMENTS

Lynn Thompson of 957 Sandavis shared her thoughts on better communicating schedule changes, such as the Work Session for July that was canceled.

### 5. CONSENT AGENDA

Mayor Pro Tem Pate moved to approve the Consent Agenda, seconded by Councilmember Gray; the vote was unanimous.

Motion passed.

#### a. Authorize Mayor to Execute Agreements for Skate Park Construction

These two agreements with Skaters for Moore and Friends of the Skateparks Foundation grant permission to construct the skatepark at Memorial Park, confirm the Town's financial contribution of \$50,000, and other provisions to advance this project. Construction is anticipated to begin in September and be finished by the end of the calendar year.

#### b. Approve Ordinances #3062 & #3063 to correct the FY 2024/2025 Budget

Budget amendments are needed to rectify the FY 2024/2025 Budget.

#### c. Approve Meeting Minutes for July 2024

Staff has prepared the following meeting minutes for approval:

- Town Council Business Meeting - July 9, 2024

#### d. Authorize Town Manager to Execute Water Treatment Plant Operation Contract

Staff is requesting that Council approve the new contract with Veolia for the operation and maintenance of the Water Treatment Plant and authorize the Town Manager to execute the contract with an effective date of September 1, 2024.

NOW item 7b

Removed due to Council questions.

Mayor Clement questioned the portions of the contract that were omitted and Town Attorney Mac McCarley stated that those items were removed with Viola's agreement.

Mayor Clement questioned item 10.1.1 as a set fee with no guarantee or safeguard on our part.

Town Attorney McCarley explained the reasoning behind the fees versus variable costs and contract adjustments can be made if some extraordinary event occurs. The town is paying a fee for management but supply and maintenance costs fall to us in the event of an emergency or change in requirements by the government.

Mayor Clement questioned 12.1 and asked for clarification on the term. Town Manager Parson advised that the contract starts September 1, 2024, for a 5-year term that will renew automatically short of either party giving 60 days' notice. Mayor Clement disagrees with the contract automatically being renewed for an unlimited number of terms. Town Manager Parsons advised that the contract would most likely be reviewed at 10 years and will also be discussed at budget time each year among the council.

Councilmember Petersen moved to authorize the Town Manager to Execute a Water Treatment Plant Operation Contract, seconded by Councilmember Goodman; the vote was unanimous.

Motion passed.

**e. Approve Ordinance #3064 to Amend the Code of Ordinances Regarding Door-to-Door Solicitation**

Staff has prepared an amendment to the Town Code of Ordinances regarding Door-to-Door Solicitation.

Mayor Clement requested that Town Attorney McCarley give a brief explanation as to what change was made.

Town Attorney McCarley advised that commercial solicitation was prohibited and non-commercial is limited by time. Current case law doesn't support those limits. Town Attorney McCarley suggests to citizens to post no solicitation signs if they don't want them knocking on their door and it would be a 2nd degree trespass offense if somebody does knock. There are no requirements on size or placement of the *No Solicitation* signs.

Councilmember Petersen moved to approve Ordinance #3064, seconded by Councilmember Goodman; the vote was unanimous.

Motion passed.

**6. PUBLIC HEARINGS**

**a. ~~AX-02-24: Annexation~~ CANCELED-PETITION WITHDRAWN**

Applicants have withdrawn their petition.

~~Property owners Andrew and Leah Danak are petitioning for voluntary annexation of 0.56 acres into the corporate limits of the Town of Southern Pines. Per the Moore County tax records, the subject property is identified as PIN 858310267124 (PARID 00039876). The Council scheduled a public hearing on August 13, 2024 for comments on the annexation petition.~~

This petition was withdrawn by the applicant.

**b. Z-03-24: Request by Moore Montessori for an RS-1 Conditional Zoning District**

Katherine Rucker of Moore Montessori Community School, Inc, has submitted a request to rezone Moore Montessori school properties from Facilities, Resources, and Recreation (FRR) and



Residential Single-Family (RS-3) to Residential Single-Family (RS-1) Conditional Zoning District in order to expand educational services from the current elementary school to include nursery or preschool and middle school as well as add child day care. The subject properties are located at 255 South May Street.

Planning Director Grieve reviewed the application and staff report for the Council.

Discussion ensued.

- revise condition 6 so that the auditorium, play-yard and gym can all be used at the same time.
- condition 3 - is it fair to put the restriction on school hours on the applicant?
  - applicant states that drop off & pick up are on opposite sides of the street and are scheduling a staggered start to minimize any back-up into the neighborhood.
- condition #4 - Councilmember Goodman asked Planning Director Grieve to explain the rationale behind this condition. This condition clarifies the landscaping requirements should the property be renovated in the future.

Catherine Rucker, founder, spoke to the Council regarding their plans for the site.

Discussion ensued.

Bob Howell of 957 Sandavis Road shared concerns over the safety of the children and the increase in traffic.

Councilmember Petersen moved to add a condition that the field not add any lighting. No second was made

Public Hearing closed.

Councilmember Petersen reiterated her concerns regarding additional lighting being added to the football field.

Councilmember Goodman moved that after reviewing the proposed rezoning and the criteria for consideration of zoning amendments, and after considering the comments received at the Town Council's public hearing and the Planning Board's written recommendation that the proposed amendment to the Town of Southern Pines Zoning Map is reasonable, in the public interest, and consistent with the current character of the South May Street and Weymouth Road North neighborhoods and the criteria set forth in the Town of Southern Pines Unified Development Ordinance §2.17.9 considering the need for supporting civic, neighborhood-supporting uses and infrastructure within the town. The General Framework Map, the Conservation and Development Map, and Character District Map designate the subject parcel as an Area to Enhance for Neighborhood development with the Downtown Adjacent Neighborhood and Hamlets character, respectively, which is consistent with the rezoning request. Therefore, the request for Residential Single-Family (RS-1) Conditional Zoning District is a reasonable request for the reasons mentioned above, within the staff report for application Z-03-24, and the Planning Board's written recommendation. The motion was seconded by Mayor Pro Tem Pate and the vote was unanimous. Motion passed.

Councilmember Goodman therefore moved to approve Z-03-24 as set forth in attachments to staff report Z-03-24, seconded by Mayor Pro Tem Pate; the vote was as follows:

- Mayor Clement: aye
- Mayor Pro Tem Pate: aye
- Councilmember Petersen: nay
- Councilmember Gray: abstain

- Councilmember Goodman: aye  
Motion passed.

**c. PD-03-24: Preliminary Development Plan for Phases 2 and 3A of the Ace Hardware Planned Development.**

Mr. Bob Koontz, on behalf of Southern Pines Ace Land Company, LLC, has submitted a Planned Development District – Preliminary Development Plan application for 32,650 square feet of Retail, Restaurant, Office, and Warehouse space on 13.4 total acres on parcels identified as PIN 857300963887 (PARID 00033603) and PIN 857300974451 (PARID 00033604).

Town Attorney Mac McCarley asked Councilmembers to disclose the following relative to the application and property: any specialized knowledge; a fixed opinion not subject to change; close relation to the applicant or property owner; and/or a financial interest in the outcome.

Town Clerk Beth Robertson swore in pending witnesses for the hearing.

Town Planner James Broadwell presented the application and staff report to the Council and asked that the following be added to the record:

- Staff Report - Exhibit A
- PowerPoint - Exhibit B

Bill Bryant, attorney for the application introduced his expert witnesses:

- Bob Koontz, project manager from KoontzJones Design
- Rynal Stevenson, traffic engineer from DRMP Incorporated
- Franklin Dean, certified real estate appraiser from Village Appraisers LLC
- Matt Ladder, civil engineer from Bowman Consulting - Civil Engineer

Mr. Bryant also introduced two additional witnesses:

- Randy Saunders, principal of Southern Pines Ace Land Company Operations
- Mike Kantorowski, Chairman of the ABC Board

Mr. Bryant requests that all applicant testimony, reports and attachments be entered into record as Exhibit C.

Randy Saunders, principal owner of Ace Hardware Land, introduced himself and established his rights to give testimony. Mr. Saunders presented the Council with the history and plans for the project.

Mr. Koontz gave a presentation to the Council on the details of the project.

Discussion ensued.

Mr. Stevenson presented the applicants' traffic study and entered it into the records as Exhibit D.

Discussion ensued.

Mr. Dean presented his report to the Council regarding the projects impact on property values surrounding the area and entered his report as Exhibit E.

Discussion ensued.

Mr. Kantorowski spoke to the Council regarding the ABC's need for the project.

Discussion ensued.

A printed set of edited conditions was submitted by Mr Brian and entered into the record as Exhibit F.

Discussion ensued.

Planning Director Grieve addressed the Council regarding parking requirements.

Discussion ensued.



Public comment was opened and none were voiced.

Mayor Clement closed the public hearing.

Mayor Pro Tem Pate moved to adopt Attachment 1 of the staff report, as drafted, as Findings of Fact regarding the proposed Preliminary Development Plan PD-0-23, seconded by Councilmember Grey; the vote was unanimous.

Motion passed.

Mayor Pro Tem Pate moved to approve the Preliminary Development Plan for PD-03-24 with the following additional conditions, which shall be Conditions 1 and 2 as presented at tonight's August 13th meeting by the petitioner, seconded by Councilmember Gray; the vote was unanimous.

Motion passed.

## **7. ACTION ITEMS**

### **a. AR-07-24: Pinnacle Storage Southern Pines Phase II**

BW Architecture, on behalf of property owner Longleaf Pines, LLC, is requesting an Architectural Compliance Permit for a 46,640 square foot two-story commercial self-storage building. The building is part of Pinnacle Storage located at 240 Bell Avenue in the General Business (GB) zone. This agenda item was continued at the July 9, 2024 Regular Meeting to allow the applicant time to submit additional information regarding the request..

Planning Director Grieve gave an overview of the application.

Mayor Pro Tem Pate moved to approve AR-07-24: Pinnacle Storage Southern Pines Phase II with the two deviations listed in the August 13, 2024, Town Council staff report section IV-4, seconded by Councilmember Goodman; the vote was unanimous.

Motion passed.

## **8. ADJOURNMENT**

Upon motion by Mayor Pro Tem Pate and seconded by Councilmember Goodman, the meeting was adjourned at 10:18 pm.

Respectfully submitted:

  
Elizabeth Robertson, Town Clerk





## AGENDA

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### **2. PLEDGE OF ALLEGIANCE**

### **3. TOWN MANAGER'S COMMENTS**

### **4. PUBLIC COMMENTS**

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### **7. ACTION ITEMS**

#### **a. AR-07-24: Pinnacle Storage Southern Pines Phase II**

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### **8. 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>



NORTH CAROLINA  
MOORE COUNTY

**AGREEMENT BETWEEN THE TOWN OF SOUTHERN PINES AND FRIENDS OF THE SKATEPARKS FOUNDATION,  
INC. TO CONSTRUCT A SKATEPARK AT MEMORIAL PARK**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the TOWN OF SOUTHERN PINES, an incorporated municipality, a body corporate and politic in Moore County, North Carolina (hereinafter referred to as the "Town"), and Friends of the Skateparks Foundation, Inc. (hereinafter referred to as the "The Organization"), a non-profit corporation currently active and registered with the North Carolina Secretary of State.

The agreement between the Town and the Organization, which has partnered with Skaters for Moore (SFM), is to promote the sport of skateboarding, to build a public skatepark in Moore County, and to provide a safe, fun environment for recreation activities for the action sports community. The Organization is willing to provide the materials, equipment, and labor necessary to construct a public skatepark in the Town's Memorial Park.

1. LICENSE GRANTED: In consideration of the mutual covenants and terms of this License, and of other good and valuable consideration, the Town hereby grants, a license to the Organization for the sole purpose of constructing a skatepark at Memorial Park in accordance with the terms and provisions set forth herein. The site totals approximately 7,000 square feet and is located at 210 Memorial Park Court, Southern Pines, NC 28387.
2. LICENSE TERM: The term of this license shall be for 180 days beginning on the date of the execution of this License by the Town and ending on the 180th day, unless renewed or terminated sooner as provided in this License (the "Primary Term").
3. OWNERSHIP OF IMPROVEMENTS: Any and all improvements constructed, placed, and located on any part of Memorial Park for the installation of the skatepark shall be considered part of the real property, must remain at the site, and become property of the Town.
4. MAINTENANCE: The Town shall be responsible for routine maintenance after the skatepark has been installed. Nothing in this Agreement obligates the Town to complete capital improvements to the skatepark, including but not limited to replacement of component parts or upgrades. If and when part or all of the skatepark becomes unsafe, inoperable, or otherwise unusable, it is within the Town's discretion to remove or cause removal of part or all of the skatepark.
5. ACCESS: During the term of this License, and any renewals thereof, the Town grants the Organization, its agents and contractors access to Memorial Park for the purpose of constructing the skatepark, except when the Town is performing a maintenance function requiring closure of the area or during an unforeseen emergency.

The Organization expressly agrees to indemnify, defend and hold the Town harmless from and against any and all claims, loss, damage, injury, and liability however caused, resulting from, arising out of, or in any way connected with the Organization's entry on the subject property and activities related to the construction of the skatepark.

6. DESIGN OF SKATEPARK & INSTALLATION OF IMPROVEMENTS: The Organization agrees that the design, location, materials, and construction methods must be approved by the Town Manager prior to beginning work.

7. COMPLIANCE WITH APPLICABLE LAWS: The Organization shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this License, and any amendments thereto during the course of constructing the skatepark.

8. INSURANCE: The Organization shall provide proof of insurance at its sole cost and expense through the life of this License in form and substance satisfactory to the Town, carried with an insurance company authorized to transact business in the state of North Carolina. The policy must cover all aspects and risks of loss of all operations in connection with this License, including without limitation, the indemnity obligations set forth herein. The Organization shall obtain and maintain in full force and effect during the term of this License public liability insurance with insurance carriers admitted doing business in the state of North Carolina. The policy will be written on an occurrence basis, subject to the following minimum limits of liability: Public Liability: Per Occurrence Single Limit: \$1,000,000.

The Town shall be listed as a primary and noncontributory additional insured with respect to the Public Liability and shall be granted a waiver of subrogation under the policy. The Organization shall provide a Certificate of Insurance to the Town as evidence of coverage. The Certificate shall provide 30 days' notice of cancellation. If at any time during the life of the License or any extension hereof, the Organization fails to maintain the required insurance in full force and effect, the Organization shall be in breach hereof and all work under the License shall be discontinued immediately.

9. DEFAULT: In the event the Organization fails to perform any of the obligations called for herein on its part to be performed, and upon receiving written notice of such deficiency by the Town, and upon the Organization's failure to cure such deficiency within fifteen (15) days after receipt of such notice, then the Town may, by written notice to the Organization, terminate this License.

10. NO WAIVER: No failure to exercise, and no delay in the exercise on the part of the Town, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the Town hereunder shall be in addition to all other rights provided by law.

11. NOTICE: Any notice required or permitted to be given herein must be given in writing and must be personally delivered, e-mailed, or mailed by prepaid certified or registered mail to the party to whom such notice or communication is directed at the address of such party as follows:



**Town of Southern Pines**

Attn: Jessica Roth, Assistant Town Manager  
Address: 801 SE Service Rd.  
Southern Pines, NC 28387  
Telephone: 910-692-7021  
E-mail: jroth@southernpines.net

**Friends of the Skateparks Foundation:**

Attn: Terry Grimble  
Friends of the Skateparks Foundation  
101 Stamper Rd.  
Fayetteville, NC 28303  
Telephone: 910-420-0070  
E-mail:  
friendsofskateparksfoundation@gmail.com

Any such notice or other communication shall be deemed to have been given on the date it is personally delivered or delivered by e-mail, or, if mailed, on the third day, after it is mailed. Any party may change its address for purposes of this License by giving notice of such change to all other parties pursuant to this section.

- 12. RENEWAL:** This License may be renewed for one additional 90-day term, by written agreement between the Town and the Organization, in order to complete any work not completed in the Primary Term.
- 13. ASSIGNABILITY:** This license is personal to the Organization. The Organization shall not assign or sublet this license, without the consent of Town. Any attempt to assign or sublet this license, without the consent of Town, shall terminate the license granted herein.
- 14. CONTROL OF:** The Town shall retain all powers placed in it, which are non-delegable. No provision of this License shall be construed as delegating any non-delegable right, power or duty of the Town, and in the event of a conflict between this section and any other term or provision of this License, this section shall control, and such conflicting term or provision shall be void and of no force and effect.
- 15. RELATIONSHIP OF THE PARTIES:** The relationship between the Town and the Organization is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.
- 16. CONSTRUCTION AND VENUE:** This license shall be governed by and construed in accordance with the laws of the state of North Carolina. The parties hereto irrevocably consent to the courts of North Carolina as the exclusive jurisdiction and venue for the purposes of all legal proceedings arising out of or relating to this license or the actions that are contemplated hereby.
- 17. SEVERABILITY:** If any provision of this License is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this License, and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective, shall not be affected thereby.
- 18. LICENSES AND AGREEMENTS SUPERSEDED:** This License constitutes the parties' sole License and Agreement and supersedes any prior understandings or written or oral Licenses or agreements between the parties with respect to the subject matter hereof.
- 19. AMENDMENT:** No amendment, modification, or alteration of this License is binding, unless in writing, dated subsequent to the date of this License, and duly executed by the parties.
- 20. ENTIRE AGREEMENT:** This Contract contains the entire agreement between the Town and the Organization, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

21. BINDING EFFECT: This License shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

22. LICENSE: The intent of this License is to grant a license to the Organization to utilize the Town's property solely for the purposes described herein. This License shall not be construed, in any way, manner or form, as a lease of the Town's property or as conveying to the Organization any interest in the real property comprising the Town's Memorial Park.

EXECUTED and effective as of the date of the execution by:

**Town of Southern Pines**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Taylor G. Clement, Mayor

**Friends of the Skateparks Foundation, Inc.**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Terry Grimble, President & Founder

**Attest**

By: \_\_\_\_\_  
Elizabeth Robertson, Town Clerk



NORTH CAROLINA  
MOORE COUNTY

**AGREEMENT BETWEEN THE TOWN OF SOUTHERN PINES AND SKATERS FOR MOORE, INC.  
FOR A SKATEPARK AT MEMORIAL PARK**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the TOWN OF SOUTHERN PINES, an incorporated municipality, a body corporate and politic in Moore County, North Carolina (hereinafter referred to as the “Town”), and SKATERS FOR MOORE, INC. (hereinafter referred to as the “Organization”), a non-profit corporation currently active and registered with the North Carolina Secretary of State.

This agreement between the Town and Organization is for the purpose of funding the construction of a “Skatepark” at Memorial Park, owned by the Town, in accordance with the following terms:

1. Terms and Definitions Used in Agreement: Unless otherwise designated, the following terms and words shall be defined as following through this agreement:
  - a. Skatepark: A recreational facility (hereinafter referred to as the “skatepark”) constructed by Friends of the Skateparks Foundation, Inc. (“FSF”), per an agreement executed between the Town and FSF.
  - b. Memorial Park: A public park owned by the Town of Southern Pines, located at 210 Memorial Park Court, Southern Pines, NC 28387.
2. Communications Regarding Agreement
  - a. Current contact information for both parties is as follows. In the event of a personnel change, notification shall be provided to the other party.

|                 | TOWN OF SOUTHERN PINES                         | SKATERS FOR MOORE, INC.                                        |
|-----------------|------------------------------------------------|----------------------------------------------------------------|
| Contact Name    | Jessica Roth,<br>Assistant Town Manager        | William Darius Dean, II<br>President & Chief Executive Officer |
| Phone           | 910-692-7021                                   | 910-315-3175                                                   |
| E-mail          | jroth@southernpines.net                        | info@skatersformoore.org                                       |
| Mailing Address | 801 SE Service Rd.<br>Southern Pines, NC 28387 | 1200 N. Sandhills Blvd.<br>Aberdeen, NC 28315                  |

3. Construction Expenses:
  - a. In order for FSF to construct the skatepark, the Town agrees to contribute \$50,000 toward the materials, equipment, and/or labor necessary to construct the skatepark. The Town’s contribution may be made by advancing funds for construction, reimbursing for funds spent for construction, or by direct payment for materials, supplies, equipment or contractor payments, at the sole discretion of the Town.

4. Ownership & Maintenance of Improvements

- a. Any and all improvements constructed, placed, and located on any part of Memorial Park for the installation of the skatepark shall be considered part of the real property, must remain at the site, and become property of the Town.
- b. Memorial Park, along with the skatepark, are maintained by Town personnel on a schedule that is consistent with the Town's other public recreation facilities and parks. Routine maintenance, such as blowing debris from the surfaces and mowing grass around the skatepark, generally occurs on weekdays during business hours.
- c. The Town may choose to make capital improvements to the skatepark, including the replacement and/or addition of component parts, but it is not obligated to do so. If and when part or all of the skatepark becomes unsafe, inoperable, or otherwise unusable, it is within the Town's discretion to close, remove, or cause removal of part or all of the skatepark, including any advertising.

5. Loss of Use and Liability:

- a. It may be necessary for the Town to suspend or terminate use of the skatepark if it is fully or partially damaged by fire, natural disaster, other casualty, vandalism, act of God, or deterioration and/or if federal, state, or local restrictions impact its use.
- b. By entering into this agreement, the Organization agrees to indemnify the Town against any third party claims by reason of the Organization's use of the skatepark.

6. Severability: If any provision of this agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this agreement, and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective, shall not be affected thereby.

7. Agreements Superseded: This agreement supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

8. Modification: This agreement constitutes the entire understanding between the parties and must not be modified except in writing signed by both parties. This agreement is binding on the parties hereto, their heirs, and permitted assigns.

IN WITNESS WHEREOF, the Town and the Organization have executed this agreement.

By: \_\_\_\_\_ Date \_\_\_\_\_

William Darius Dean, II: President & Chief Executive Officer, SKATERS FOR MOORE, INC.

By: \_\_\_\_\_ Date \_\_\_\_\_

Taylor G. Clement: Mayor, TOWN OF SOUTHERN PINES

ATTEST:

By: \_\_\_\_\_

Elizabeth Robertson, Town Clerk





**ORDINANCE #3062**  
**AMEND THE STREAMBANK STABILIZATION 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 stabilizing the erosion of the streambank behind the Fire and Police Stations.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein to correct Ordinance #3058.

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

|                                        |                  |
|----------------------------------------|------------------|
| Construction                           | <u>\$ 60,000</u> |
| Total Additional Project Appropriation | <u>\$ 60,000</u> |

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

|                                   |                  |
|-----------------------------------|------------------|
| Transfer In General Fund          | <u>\$ 60,000</u> |
| Total Additional Project Revenues | <u>\$ 60,000</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 August 13, 2024 as shown in the minutes of the Town Council for that date.

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Elizabeth Robertson, Town Clerk



**ORDINANCE #3063**  
**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 proceed with the capital project within the terms of the budget contained herein to correct Ordinance #3058.
- Section 3: The following additional amount is reduced for the project:
- |                                       |                  |
|---------------------------------------|------------------|
| Construction                          | <u>\$106,057</u> |
| Total Project Appropriation Reduction | <u>\$106,057</u> |
- Section 4: The following additional amount is appropriated for this project:
- |                                                |                  |
|------------------------------------------------|------------------|
| Transfer to Capital Project Fund – Parking Lot | <u>\$106,057</u> |
| Total Additional Project Appropriation         | <u>\$106,057</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 August 13, 2024 as shown in the minutes of the Town Council for that date.

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Elizabeth Robertson, Town Clerk



## MINUTES

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Town Council Business Meeting

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

### 1. CALL TO ORDER

Mayor Clement called the meeting to order. The following members of Town Council were present: Mayor Taylor Clement; Bill Pate; Ann Petersen; Debra Gray and Brandon Goodman.

### 2. PLEDGE OF ALLEGIANCE

### 3. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda.

#### a. Adoption of Agenda

Councilmember Goodman moved to adopt the meeting agenda, seconded by Councilmember Gray; the vote was unanimous.

Motion passed.

### 4. PUBLIC COMMENTS

Hugh Minor of Paddock Lane presented to the Council a document that he believes provides reasonable recommendations for alternatives to the proposed multi-modal path discussed at previous meetings.

### 5. CONSENT AGENDA

Mayor Pro Tem Pate moved to adopt the Consent Agenda with the noted typos in the Water Supply Plan and Water Contract, seconded by Councilmember Gray; the vote was unanimous.

Motion passed.

#### a. Ratification of Contract with Veolia Water Contract Operations USA, Inc.

Approval of terms of contract operations for the Southern Pines Water Plant

#### b. Approval of Local Water Supply Plan

Approval of the 2023 Local Water Supply Plan

#### c. Approve Town Council Meeting Minutes for June 2024

Staff has prepared the following minutes for approval:

- June 11, 2024, Town Council Business Meeting Minutes
- June 25, 2024, Town Council Work Session Minutes

### 6. PUBLIC HEARINGS

#### a. Z-01-24: Request for Conditional Zoning to Build a Cellular Tower at 7672 Highway 22

Marc Tucker of Fox Rothschild, LLP, has submitted a request on behalf of TowerCo 2013, LLC, to amend conditions on an existing General Business-Conditional Zoning District (permitted under rezoning file #Z-05-04) to allow a new 156-foot telecommunications tower at 7672 Highway 22.

The subject property is presently owned by Sullivan Property, LLC.

Planning Director BJ Grieve presented the request and staff report to the Council.

Mark Tucker, attorney for the applicant, presented the application packet via PowerPoint to the

Council for the monopole installation and listed various companies that would be using the pole for their communications equipment, listing the benefits they believe the structure would provide the local area should the Conditional Zoning application be approved.

Councilmember Petersen asked if there was a way to specify that a monopole would be the only type of structure able to be built on the site and was told by Planning Director Grieve that the type of structure could be specified in the site plan requirements.

Councilmember Petersen questioned whether the Moore County Airport would be a concern for this application. Town Attorney Mac McCarley advised that this question would be better presented in the Special Use Permit Hearing than this hearing.

Mayor Pro Tem Pate asked what would prevent a house from being built within the distance buffer and was answered by Planning Director Grieve that the Standard only applies to the monopole and that is at the time the monopole is built.

Councilmember Gray questioned if the nearby veterinarian clinic had an opinion on the build.

Planning Director Grieve advised the Council that notice was sent to the clinic, which is leasing the property, the property owner, and all property owners within 200 feet, and no objections were raised.

Mayor Clement asked how much space the debris would scatter if the monopole were to collapse with Mr. Tucker answered that the debris would be confined to the 50ft x 50ft area surrounding the base of the pole. Avery Fann, structural engineer with Kimely Horn, advised the Council that the structure is designed not to fall but if they do they fall within the 50ft x 50ft fall zone.

Mayor Clement questioned who would be responsible for repairing the structure should the tower fall and Mr. Fann stated that Kimely Horn would.

Mr. Tucker told the Council that the pole would be a FirstNet provider, which is a first responder network to utilize during emergencies, and would be a great benefit to the area. Mayor Pro Tem Pate clarified that the information wasn't pertinent to the rezoning application because although this structure is what the applicant is proposing once the rezoning is approved, nothing prevents the project from changing within the zoning confines. Mr. Tucker replied that the benefit to the community was a condition of the rezoning and his purpose in presenting the information.

Mayor Clement asked the Planning Director if was possible for someone other than the applicant to build on the site once the rezoning was approved. Planning Director Grieve advised that the zoning would be attached to the property, not the applicant, and the Planning Department would view the property as being approved for a 156-tall monopole in the location and as set forth on the site plan despite the applicant.

- Councilmember Goodman raised the point that a Special Use Permit is required for a cell tower as well.

- Mr. Tucker shared that by going through the Conditional Use process, he feels the Council is approving their specific project as depicted in the site plan and only that for this property. Due to the land being Conditionally Zoned and the Council approving as part of this process, our cell tower and if the Town's UDO did not provide for a Special Use process, then the project would be approved, but because it also requires a Special Use Permit, another hearing is required.

- Mayor Clement stated that a Special Use Permit is required in a General Business Zone and this would be Conditionally Zoned, so she feels that would be a duplicative process and asked Town Attorney McCarley for his advice. Mr. McCarley stated that this was an extremely unusual circumstance and after discussion with Planning Director Grieve, feels this is a decision that needed to be made by the applicant due to the legal risk involved. Planning Director Grieve added that this is an extremely unique circumstance that might never come again.

- Mr. Tucker stated that they agree there is redundancy and if it could be avoided they would be agreeable, so if the Council advised that a Special Use Permit is not needed after this hearing

process, then the applicant would agree and proceed with the project.

- Councilmember Petersen asked what could be done to streamline this process and Mr. McCarley asked the applicant if they would be willing to submit a full written record of what needs to be submitted to the Council and let them rule on record instead of sitting through a long hearing?

- Mr. Tucker answered yes and asked the Council if, in order to establish an evidentiary record, they could provide signed affidavits from each of the individuals present tonight instead of calling them to testify?

Town Manager Parsons advised the Council that, due to changes since the original zoning of the area in 2004 this property has the potential to become a "donut hole" in the map as annexed properties now surround it. It would be beneficial to annex this property into the town while it's an option.

Public comments were asked for and none were voiced.

Planning Director Grieve asked for a 5-minute recess to confer with the Town's attorney and the applicant's attorney on language for the decision. Upon return, Planning Director Grieve advised that by stipulating as one of the conditions of approval that this cell tower as depicted on site plans submitted with the file is a byright use on the subject property as opposed to stating it is a permitted use, clarifies the Council's intention that this not require a special use permit because byright uses are allowed by right and are allowed as stipulated with all the restrictions in the submitted materials for the conditional zoning district. So, on page 8 of 10 of the staff report, replacing the word 'permitted' with 'byright' on the 2 conditions will solve the issue. Discussion ensued.

Mayor Clement asked Mr. Tucker to introduce the associates here tonight.

- David Hawke, Director of Business Development - Towerco
- Michael Barowitz, Certified General Appraiser
- Andrew Fann, Certified Professional Engineer - Kimely Horn & Associates
- Tim Sutton, Site Acquisitions - AT&T
- Unknown Gentleman, Rand Design - AT&T

Mayor Clement questioned Mr. Sutton about the tower working during power outages. Mr. Sutton stated that a diesel powered generator would be onsite for such an event.

Mayor Pro Tem Pate moved that after reviewing the proposed rezoning and the criteria for consideration of zoning amendments, and after considering the comments received at the town Council's public hearing and the Planning Board's written recommendations that the proposed amendment to the Town of Southern Pines Zoning Map is reasonable, in the public interest, and consistent with the current character of the Waynor Road neighborhood and the criteria set forth in the Town of Southern Pines Unified Development Ordinance §2.17.9 considering that the proposed monopole is a low-intensity commercial land use that will expand cellular coverage in the area and which will benefit the public, businesses, and emergency response teams. The General Framework map, the Conservation and Development Map, and Character District Map categorizes the subject parcel as an Area to Preserve and Rural Living, respectively, which is consistent with the rezoning request. Therefore, the requested rezoning to amend conditions on an existing GB-CD is a reasonable request for the reasons mentioned above and within the staff report. Seconded by Councilmember Goodman; the vote was unanimous.

Motion passed

Mayor Pro Tem Pate then moved to approve Z-01-24 as submitted and as set forth in the attachments to staff report Z-01-24 to include the conditions as modified in the public hearing tonight and as referenced by Planning Director Grieve. Seconded by Councilmember Goodman; the



vote was unanimous.

Motion passed

## **7. ACTION ITEMS**

### **a. 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. This item was first presented at the June 11, 2024 Regular Meeting, where it was continued to the June 25, 2024 Work Session. At the Work Session, this item was continued again at the request of the applicant and planning staff to the July 9, 2024 Regular Meeting.

Planning Director Grieve presented the application and staff report to the Council.

Discussion ensued.

Planning Director Grieve noted a change on page 7 of 8 of the staff report - deviation #3 references "condition one will require..." which is from a previous version of the report and asked the Council to strike those 4 words.

Mr. John Houck II for the applicant, asked for a change to Deviation 3 - it was agreed to change the word from 'screening' to 'buffering'.

Mayor Pro Tem Pate moved to approve AR-01-24 with the 5 deviations and 1 condition as written in the July 9, 2024, staff report, to include the additional changes as discussed during the meeting, seconded by Councilmember Goodman; the vote was unanimous.

Motion passed.

### **b. AR-07-24: Pinnacle Storage Southern Pines Phase II**

BW Architecture, on behalf of property owner Longleaf Pines, LLC, is requesting an Architectural Compliance Permit for a 46,640 square foot two-story commercial self-storage building. The building is part of Pinnacle Storage located at 240 Bell Avenue in the General Business (GB) zone.

Planning Director Grieve presented the application and staff report to the Council.

Discussion ensued.

Will Huntly for Pinnacle Storage was present.

Councilmember Petersen moved to continue AR-07-24 as recommended in the staff report, seconded by Councilmember Gray; the vote was unanimous.

Motion passed.

### **c. AR-08-24 Moore County Humane Society Animal Shelter**

Corky Kern of Sanstar Enterprises, is requesting an Architectural Compliance Permit for a 19,705-square foot animal services and boarding center/shelter on behalf of the legal property owner, Humane Society of Moore County, Inc.

Planning Director Grieve presented the application and staff report to the Council.

Discussion ensued.

Mike Mathis, architect for the applicant, introduced himself and his colleagues.

Present were: Corky Kern, President of Moore County Humane Society; Ken Just, Contractor/Developer; and Chris Tokars, Project Manager

Mr. Mathis asked to clarify a few items in the staff report:

- the current name of the project is the Moore Humane Society Animal Welfare Center
- Ms. Corky Kern is the President of the Moore County Humane Society and not Sandstar Enterprises.

- the facility will not be a boarding center.

Discussion ensued regarding parking, buffer planting & visibility, construction materials, and signage.

Mayor Pro Tem Pate moved to approve AR-08-24 with one deviation and two conditions as written in the July 9, 2024, staff report and as modified by Planning Director Grieve at the July 9, 2024, hearing and also to include the edits to the staff report as requested by the applicant during the July 9, 2024, hearing. The motion was seconded by Councilmember Petersen and the vote was unanimous.

Motion passed.

**d. WP-02-24: 5/70 Exemption Allocation for Penick Village, Inc.**

McGill Associates PA, on behalf of Penick Village Inc., has submitted a Watershed Protection Permit application requesting 36.4 acres of 5/70 exemption allocation to add a senior living building, three townhome-style villas, a wellness center and gatehouse on the existing Penick Village campus which is located within the Little River Intake No. 2 Watershed.

Planning Director Grieve presented the request and staff report.

Discussion ensued regarding the procedure for exemption allocations, pre-1993 development and unknown allocation numbers at that time.

Rob Will with McGill Associates is representing the applicant and addressed the Council regarding the request.

Discussion ensued.

Town Manager Parsons will inquire with Moore County to ask for them to donate watershed allocations to offset the acres given to Penick Village, reasoning that the retirement community benefits the whole county and the donation would help keep farmland safe by moving the development towards the cities.

Council asks that a review of the policy on granting exemption allocation be scheduled for the August or September Work Session

Mayor Pro Tem Pate moved to approve the Watershed Protection Permit request WP-02-24, seconded by Councilmember Gray; the vote was as follows:

- Mayor Clement: aye
- Mayor Pro Tem Pate: aye
- Councilmember Petersen: nay
- Councilmember Gray: aye
- Councilmember Goodman: aye

Motion passed.

**e. Approve Resolution #1091 & #1093: Direct the Clerk to Investigate Application for Annexation AX-01-24 & Setting a Public Hearing Date.**

Andrew and Leah Danak are petitioning the Town of Southern Pines for annexation of a +/- 0.56 acre parcel of land. The first step in the annexation process is for the Town Council to direct the Town Clerk to investigate the sufficiency of the petition and certify the result, per NCGS 160A-31(c). The Public Hearing is to be set for the Town Council Business Meeting on August 13, 2024.

Town Manager Parson reviewed the request for the Council.

Mayor Pro Tem Pate moved to approve Resolution #1091 - Directing the Clerk to Investigate a Petition for Annexation and Resolution #1093 - Setting a Public Hearing Date for Petition for Annexation correcting both to read non-contiguous, seconded by Councilmember Petersen; the vote

was unanimous.

Motion passed.

#### **8. ADJOURNMENT**

Council discussed and agreed to cancel the scheduled July Work Session.

Upon motion by Councilmember Petersen, seconded by Councilmember Goodman and carried unanimously, Council adjourned at 9:26 pm.

Respectfully submitted:

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Elizabeth Robertson, Town Clerk

DRAFT

## ***Operations, Maintenance and Management Services Agreement***

**THIS AGREEMENT** is entered into this \_\_\_\_ day of July 2024, by and between

**The Town of Southern Pines**, North Carolina, a municipality with its mailing address at 801 SE Service Road, Southern Pines, North Carolina 28373 (hereinafter the “Owner”)

and

**Veolia Water Contract Operations USA, Inc.**, with its principal address at 461 From Road, Suite 400, Paramus, New Jersey 07652 (hereinafter “Company”).

**WHEREAS**, Owner owns and provides for the operation of water treatment and certain other facilities in Southern Pines, North Carolina; and

**WHEREAS**, Owner desires to employ Company to perform the operation, maintenance, repair, billing, collection and customer service functions for the compensation provided for herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, Owner and Company agree as follows:

### 1. General

- 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.
- 1.2 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by Owner shall remain the exclusive property of Owner unless specifically provided for otherwise in this Agreement.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed given when delivered, if delivered personally or by courier mail service, i.e., Federal Express or Airborne Express, delivered after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or received by the party for which notice is intended if given in any other manner.
- 1.6 This Agreement, including Appendices A through D, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "Company" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.7 If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 1.8 It is understood that the relationship of Company to the Owner is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services, and nothing herein is intended to imply that Company is to supply professional engineering services to Owner unless specifically stated in this Agreement to the contrary.
- 1.9 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, to the extent allowed by North Carolina law, which are directly attributed to such litigation in addition to any other relief to which it may be entitled.
- 1.10 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.11 Prior to the commencement of work under this Agreement, each party shall designate in writing an employee or other representative of the designating party who shall have

full authority to approve changes in the Scope of Work and compensation therefor, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.

- 1.12 This Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against either party hereto.
- 1.13 There are no warranties which extend beyond those expressed in this Agreement. Company disclaims, and Owner waives, any implied warranties or warranties imposed by law, including warranties of merchantability, fitness for a particular purpose, custom and usage, as to any of Company's services.
- 1.14 This Agreement is intended to comply with the requirements stated within the Town of Southern Pines Request for Proposals for Water Treatment Plant Operation and Maintenance hereby attached as Appendix E. Any terms, conditions, communications, or representations made during the procurement process that conflict with the provisions of this Agreement shall be superseded and controlled by the terms of this Agreement.

## 2. Company's Services – General

- 2.1 Company shall provide a sufficient number of certified and qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant State requirements and certifications regarding water and wastewater treatment operations, maintenance and management and are capable and demonstrate experience necessary to operate the facilities covered by this Agreement.
- 2.2 Company shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and/or wastewater process control, maintenance, safety, and supervisory skills.
- 2.3 Company shall develop and/or supply and utilize computerized programs for maintenance, process control, cost accounting, and laboratory Quality Assurance/Quality Control. Such programs shall be capable of readily providing historical data and trends.
- 2.4 Within fifteen (15) days after Company begins service under this Agreement, Company will provide a physical inventory of the Owner's vehicles and equipment in use at the Project and a general statement as to the condition of each vehicle or piece of equipment.



- 2.5 Company shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by Owner and assist Owner in enforcing existing equipment warranties and guarantees.
- 2.6 Company shall provide the Owner with full documentation that preventive maintenance is being performed on Owner's owned equipment in accordance with either manufacturer's recommendations or good industry practice at intervals and in sufficient detail as may be determined by the Owner. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory. Company shall also conduct a "repair vs replace" analysis for all Repairs for the Facilities which require pre-approval by Owner. Company will submit this analysis to the Owner for a decision concerning repair or replacement.
- 2.7 Company shall operate, maintain and/or monitor the Project on a 24-hour per day, seven day per week schedule.
- 2.8 All visitors to the Project shall check in with Company staff upon arrival, comply with Company's operating and safety procedures, and, at Company's option, be accompanied by Company personnel.
- 2.9 Company will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations to Owner regarding the need, if any, for Owner to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to Company's operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act ("ADA"). Nothing herein shall be construed to place upon Company a duty to systematically search for or audit for violations of safety laws or the ADA at the Facility, but the Company shall be under an obligation to report any known or discovered violations to the Owner.
- 2.10 Company may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit; provided, however, no modification shall be without Owner's prior written approval if the complete modification Cost shall be in excess of Five Thousand Dollars (\$5,000).

Repairs shall be charged to the Maintenance and Repair Limit according to the following tiers:

≤ \$5,000 repairs per work order item come out of the limit and do not require Town approval.

\$5,001- \$20,000 repairs per work order item come out of the limit and require pre-approved by the Town.

≥ \$20,000 quotes per work order item are considered capital expenditures and must be submitted to the Owner for pre-approval and shall be invoiced separately.

The repair budget will include parts, components, equipment rentals, and specialty repair services or contractors. Labor costs for use of staff shall not be charged to the repair budget. Company may execute maintenance and repair work via subcontractor and charge such services to the Maintenance and Repair Limit.

- 2.11 In any emergency affecting the safety of persons or property, Company may act without written amendment or change order, at Company's discretion, to prevent threatened damage, injury, or loss. Company shall be compensated by Owner for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include Company's non-labor direct Costs for the emergency work. Nothing contained in this Section shall impose upon Company a duty to perform any emergency work absent a change order and failure to perform any such emergency work shall not impose upon Company any liability for errors and omissions.
- 2.12 Company will prepare and submit plant performance reports to appropriate authorities as required by law, permit, or court order.
- 2.13 Company will provide laboratory testing and sampling presently required by plant performance portions of the NPDES permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state, or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
- 2.14 Company will provide for the collection and hauling of solid waste, screenings, grit, sludge, and scum ("Waste") to approved disposal sites. All Waste and/or byproduct treated and/or generated during Company's performance of services is and shall remain the sole and exclusive property of Owner. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Owner. Company will provide service.

- 2.15 Company shall comply with the requirements, if any, of Owner regarding affirmative action and provisions for minority hiring.
- 2.16 Company shall provide Owner with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by Owner and assist Owner in the preparation of annual operating budgets.
- 2.17 Maintain aesthetics of the Facilities; in general, maintain all facilities in a clean, neat and orderly fashion; administrative and other occupied spaces shall be kept clean, dry and habitable; other spaces and floors shall be clean and free of debris; equipment, tools, and material will be properly stored; trees and shrubs shall be kept trimmed, grass shall be maintained at a height of less than six (6) inches, and other grounds shall be free of noxious weeds; buildings, structures, equipment and piping shall be maintained and painted to minimize deterioration and corrosion.
3. [Intentionally Deleted].
4. Company's Scope of Services – Water Treatment Plant
  - 4.1 This Article shall apply to Company's OM&M services for the Owner's water treatment plant.
  - 4.2 Within the design capacity and capabilities of the water treatment plant described in more detail in Appendix B, Company will manage, operate, and maintain the water treatment plant designed to treat 8 million gallons per day so that finished water produced from the plant meets the requirements specified in Appendix C-2.
  - 4.3 Company shall operate the Town of Southern Pines surface water treatment plant, raw water intake, offsite and onsite raw water reservoirs, and pump stations (two distribution system booster pump stations).
  - 4.4 Subject to the availability of funds within the Maintenance and Repair Limit, Company will perform all Maintenance and Repairs for the Water portion of the Project, and submit a monthly accounting to Owner, along with a detailed invoice, if Maintenance and Repair expenditures exceed the Maintenance and Repair Limit specified in Section 8.1.
5. [Intentionally Deleted].
6. [Intentionally Deleted].

## 7. Owner's Duties

- 7.1 The Owner shall fund all necessary Capital Expenditures, which will be performed by Company under a written change order to this Agreement. Priority shall be given to safety and the ADA related expenses described in Section 2.9. Any loss, damage, or injury resulting from Owner's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit when reasonably requested by Company shall be the sole responsibility of Owner.
- 7.2 The Owner shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to Owner and are not transferred to Company under this Agreement.
- 7.3 If applicable, Owner shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project other than taxes imposed upon Company's net income and/or payroll taxes for Company employees. In the event Company is required to pay any sales tax or use taxes on the value of the services provided by Company hereunder or the services provided by any subcontractor of Company, such payments shall be reimbursed by the Owner.
- 7.4 The Owner shall provide Company, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of Owner's heavy equipment that is available so that Company may discharge its obligations under this Agreement in the most cost-effective manner.
- 7.5 Owner shall provide all registrations and licenses for Owner's vehicles used in connection with the Project.
- 7.6 Owner shall provide for Company's use of all vehicles and equipment presently in full-time use at the Project (including a backhoe and Slopemaster mower).
- 7.7 Owner is responsible for any losses resulting from the theft, damage, or unauthorized use of property owned by Owner and shall accept liability for such losses except to the extent such losses are directly caused by the negligent acts or omissions of Company.
- 7.8 The Owner shall continue to be responsible and pay for the general administration and enforcement of (i) the water, wastewater, collection, and distribution systems, (ii) Owner's Industrial Pretreatment Program, (iii) new water and sewer connections unless Company is retained to perform such functions as a Change in Scope hereunder,

and (iv) long-term System and Service Area planning. Typical administration costs associated with the above activities include costs such as the services of the auditor, lawyer, and liability insurance.

7.9 Owner shall provide Company with full access to the Owner's Project as may be necessary for Company to carry out its obligations under this Agreement.

7.10 Owner shall pay for all residual disposal cost, electrical costs, telemetry costs, diesel for generators, and chemical costs (including Alum, Lime, Chlorine, Ammonia Corrosion Inhibitor, Polymer, Fluoride, Potassium Permanganate, and Sodium Bicarbonate).

## 8. Compensation

8.1 Company's compensation under this Agreement shall consist of an Annual Fee. The Annual Fee for the period July 1, 2024 through June 30, 2025 shall be \$679,663. The Maintenance and Repair Limit included in the Annual Fee is \$75,000, and the Chemical Limit included in the Annual Fee of \$262,554 for a total of \$1,017,217. The Maintenance and Repair Limit and Chemical Limit shall be reviewed annually and adjusted to a mutually agreed to amount.

8.2 [Intentionally omitted.]

8.3 If actual Maintenance and Repair or Chemical Limit expenditures are less than the Maintenance and Repair Limit for any Agreement year, Company will rebate the entire difference to Owner in accordance with Section 9.3. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, Owner will pay the excess to Company in accordance with Section 9.3. Company will notify Owner when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit.

8.4 The services being provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by severe weather, a disaster or unplanned event that may be recovered through billing any third party including the State or Federal Government FEMA funds will be billed to the Owner for reimbursement.

8.5 The Annual Fee shall be negotiated each year at least four (4) months prior to the anniversary of this Agreement's effective date. Should Owner and Company fail to agree, the Annual Fee will be adjusted by multiplying the existing Annual Fee by the

percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U): US Town Average, All Items (unadjusted) for the most recent twelve month period ending in March as published by the U. S. Department of Labor Statistics for the twelve (12) months prior to the beginning of the period for which an adjusted Annual Fee is being calculated. The annual adjustment shall not exceed five percent (5%).

On July 1 of each new year following the initial term, the Base Fee for services will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US Town Average, All Items (unadjusted) for the most recent twelve month period ending in March; provided, however, that the percentage adjustment shall not exceed five percent (5%).

## 9. Payment of Compensation

- 9.1 One-twelfth (1/12) of the Annual Fee, Maintenance and Repair Limit, and Chemical Limit for the current year shall be due and payable on the first of the month for each month that services are provided.
- 9.2 All other compensation to Company is due upon receipt of Company's invoice and payable within thirty (30) days.
- 9.3 Any monies payable pursuant to Section 8.3 will be paid within thirty (30) calendar days after the end of each Agreement year.
- 9.4 Owner shall pay interest at an annual rate equal to the prime rate as published in the Wall Street Journal plus 2%, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.
- 9.5 Upon the expiration or earlier termination of this Agreement, Company will prepare and submit to Owner a final invoice for all services performed by and amounts due to Company through the termination or expiration of this Agreement, such final invoice will be submitted to Owner after the termination or expiration of this Agreement, and Owner's obligation to pay said invoice shall survive the expiration or termination of this Agreement.

## 10. Scope Changes

10.1 A Change in Scope of services shall occur when and as Company's costs of providing services under this Agreement change as a result of:

10.1.1 any change in Project operations, personnel qualifications or staffing or other cost which is a result of an Unforeseen Circumstance;

10.1.2 increases or decreases in rates or other related charges (including taxes) imposed upon Company by a taxing authority - excluding taxes based on Company's net income; and/or

10.1.3 Owner's request of Company and Company's consent to provide additional services.

10.2 For Changes in Scope described in Sections 10.1.1, the Annual Fee shall be increased (or decreased) by an amount equal to Company's additional (reduced) Cost associated with the Change in Scope plus ten percent (10%).

10.3 For Changes in Scope described in Section 10.1.2, the Annual Fee shall be increased (or decreased) by an amount equal to Company's additional (reduced) Cost associated with such Change in Scope.

10.4 Owner and Company shall negotiate an increase in Company's Annual Fee for Changes in Scope based on Section 10.1.3.

## 11. Indemnity, Liability, and Insurance

11.1 To the extent allowed by law, Company hereby agrees to indemnify and hold Owner harmless from any liability or damages for bodily injury, including death, property damages and pollution damages which may arise from Company's negligence or willful misconduct under this Agreement; provided, Company shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

11.2 To the extent allowed by law, Owner agrees to indemnify and hold Company harmless from any liability or damage or bodily injury, including death, property damages and pollution damages which may arise from causes under the reasonable control of Owner other than Company's negligence or willful misconduct, including, but not limited to, breach of an Owner warranty.



- 11.3 It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, punitive, incidental, or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Contract or anything done in connection herewith. This section shall apply whether any such indirect, special, punitive, incidental, or consequential loss or damage is based on a claim brought or made in contract, in tort (including negligence and strict liability), under any warranty, or otherwise.
- 11.4 Company shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations of the effluent quality requirements provided for in Appendix C-1 or the finished water quality provided for Appendix C-2 that are a result of Company's negligence. To the extent necessary, Owner will assist Company to contest any such fines in administrative proceedings and/or in court prior to any payment by Company. Company shall pay the cost of any such contest.
- 11.5 Owner shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on Owner and/or Company that are not a result of Company's negligence or are otherwise directly related to the ownership of the Project and shall indemnify and hold Company harmless from the payment of any such fines and/or penalties.
- 11.6 To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, Company's liability to Owner for performance or nonperformance of any obligation arising under this Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity), shall not exceed \$1,000,000 for the duration of this Agreement, provided that the foregoing limitation shall not apply to any insurance proceeds paid pursuant to the specific insurance provided by Company as set forth in Appendix D hereto, or losses resulting from the gross negligence or willful misconduct of Company.
- 11.7 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix D. Each party shall provide the other party with satisfactory proof of insurance.
- 11.8 Hazardous Substances and PFAS:
- 11.8.1 Influent, effluent, sludge, residuals, biosolids, and other waste that contain Hazardous Substances shall remain the sole responsibility of Owner, and Company shall not be, or be deemed to be, an owner, generator, co-generator, provider, manufacturer, vendor, arranger, or transporter ("arranger") of any Hazardous Substances. If and to the extent, a Company employee signs a waste manifest or other

documentation relating to the presence of Hazardous Substances on or for the Project, such act will be deemed solely for the benefit and convenience of Owner, such employee will be deemed an agent of Owner, and such signature shall not subject Company to liability as an arranger or otherwise.

11.8.2 To the maximum extent allowed under applicable law, Owner agrees to defend, indemnify, and hold harmless Company and its officers, directors, employees, contractors, and agents from and against any and all claims, losses, liabilities, damages, fines, costs, penalties, and expenses (including reasonable attorneys' fees and costs of investigation and defense) arising out of or relating to the presence, alleged presence, or exposure of or to any Hazardous Substances on, at, under, or emanating from the Project, whether actively or passively received or utilized. Absent gross negligence or intentional act or breach by Company, Owner's indemnification obligations shall survive the expiration or termination of this Agreement.

11.8.3 Changes in law, standard industry practices relating to any Hazardous Substances, or the levels of Hazardous Substances on, at, under, or affecting the Project shall warrant and require Owner to: (i) grant an equitable adjustment to the Annual Fee and Company's time for performance for increases in performance times, resource requirements, financial requirements, costs, or other increases, and (ii) make capital expenditures and increase operating expenses as such changes require.

11.8.4 Owner's failure with respect to the provisions in this Section 3 (Hazardous Substances) shall constitute a material breach of this Agreement on Owner's part and give rise to the right to terminate this Agreement by Company on 12 months' written notice to Owner.

11.9 The provisions of Sections 11.1 through 11.8 above shall survive the termination of the Agreement.

## 12. Term, Termination and Default

12.1 The initial term of this Agreement shall be five (5) years commencing July 1, 2024 ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive terms of five (5) years each, unless canceled in writing by either party no less than sixty (60) days prior to expiration.

12.2 A party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by Owner for nonpayment of Company's invoices, in which case termination

may be immediate by Company, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

- 12.3 In the event that this Agreement is terminated for any reason prior to the ending date of the Initial Term, Owner shall pay to Company any funds identified in Section 8 that have not been paid to Company through the date of termination.
- 12.4 Upon notice of termination by Owner, Company shall assist Owner in assuming operation of the Project. If additional Cost is incurred by Company at request of Owner, Owner shall pay Company such Cost within 15 days of invoice receipt.
- 12.5 Upon termination of this Agreement and all renewals and extensions of it, Company will return the Project to Owner in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by Company for use in the operation or maintenance of the Project shall remain the property of Company upon termination of this Agreement unless the property was directly paid for by Owner or Owner specifically reimbursed Company for the cost incurred to purchase the property or this Agreement provides to the contrary.

### 13. Disputes and Force Majeure

- 13.1 Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay, or otherwise affect any payments due to the other party.

### 14. Representations and Warranties

The Company hereby represents and warrants to Owner as follows:

- 14.1 Company has full power and authority to perform and observe its covenants contained in this Agreement, has taken all action necessary for the execution, delivery and performance of this Agreement and to carry out and consummate all transactions contemplated hereby, and this Agreement has been duly authorized, executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable against it in accordance with its terms.
- 14.2 The authorization, execution, and delivery by the Company of this Agreement do not and will not (i) violate any laws or any regulation, order, injunction or decree of any

court, governmental body, agency or other instrumentality or (ii) result in a breach of any of the terms and conditions or, or constitute a default under, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties of assets of Company pursuant to the terms of any agreement or other instrument to which Company is a party or by which Company or any of its properties is bound.

- 14.3 There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting Company or any basis thereof, wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would adversely affect the validity of enforceability of this Agreement.

The Owner hereby represents and warrants to Company as follows:

- 14.4 The Owner has full power and authority to perform and observe its covenants contained in this Agreement, has taken all action necessary for the execution, delivery and performance of this Agreement and to carry out and consummate all transactions contemplated hereby, and this Agreement has been duly authorized, executed and delivered by the Owner and constitutes the legal, valid and binding obligation of the Owner, enforceable against it in accordance with its terms.
- 14.5 The authorization, execution, delivery and performance of this Agreement, the compliance with the terms and conditions hereof and the consummation of the transactions herein contemplated on part of the Owner do not and will not (i) violate any laws or any regulation, order, injunction or decree of any court, governmental body, agency or other instrumentality or (ii) result in a breach of any of the terms and conditions or, or constitute a default under, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties of assets of the Owner pursuant to the terms of any agreement or other instrument to which the Owner is a party or by which the Owner or any of its properties is bound.
- 14.6 There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting the Owner or any basis thereof, wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated hereby or that in any way would adversely affect the validity of enforceability of this Agreement.

- 14.7 The Owner has obtained and is in compliance in all respects with all permits and approvals that are necessary to operate the System.
- 14.8 To Owner's knowledge, there are no actual or suspected past or present Hazardous Substances, or Releases of Hazardous Substances on, at, or otherwise affecting the Project, the operation of the Project, any facilities associated with the Project, or those persons who operate or otherwise are expected to have access to the Project.
15. Rev. Proc. 2017-13 Compliance. It is the intent of the Owner and Company that this Agreement shall be construed and applied so as to constitute a management contract that does not result in private business use of property financed by the Owner within the meaning and intent the applicable provisions of the Internal Revenue Code and related regulations, rulings and revenue procedures (including without limitations Rev. Proc. 2017-13, as amended and supplemented). Accordingly, Company agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the qualified user with respect to the managed property. In the event this Agreement results in the private business use of the managed property by either the Internal Revenue Service or a court of competent jurisdiction, the parties shall attempt, in good faith, to renegotiate the terms of this Agreement so as to bring this Agreement into compliance with the Internal Revenue Code.

[The signatures of the parties appear on the following page.]

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

The Town of Southern Pines, North  
Carolina

Veolia Water Contract Operations USA,  
Inc., LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, N.C.G.S. 159-28.

By: \_\_\_\_\_

Name:

Title:

## **APPENDIX A**

### **DEFINITIONS**

A.1 “Adequate Nutrients” means plant influent nitrogen, phosphorus and iron contents proportional to BOD<sub>5</sub> in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD<sub>5</sub>.

A.2 “Annual Fee” means a predetermined, fixed sum for Company’s services. The Annual Fee includes Cost and profit.

A.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner’s Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.

A.4 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Twenty Thousand Dollars (\$20,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Twenty Thousand Dollars (\$20,000) or (3) expenditures that are planned, nonroutine and budgeted by Owner.

A.5 “Commencement Date” shall mean July 1, 2024.

A.6 “Cost” means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.

A.7 “Direct Cost” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.

A.8 “Hazardous Substance” means any waste, substance, object, or material deemed hazardous under applicable law, including (a) “hazardous substances” as defined in the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; (b) “hazardous waste” as defined in the “hazardous waste” under the Resource, Conservation and Recovery Act; and (c) “emerging contaminants” as identified by the U.S. Environmental Protection Agency or other governmental authorities due to their potential for adverse impacts to human health or the environment, specifically including, without limitation, perfluoroalkyl and polyfluoroalkyl substances (“PFAS”) such as perfluorooctanoic acid (“PFOA”) and perfluoro octane sulfonate (“PFOS”). As used herein, “Hazardous Substances” also means materials, equipment, physical property, soil, groundwater or stormwater that are contaminated with Hazardous Substances.

A.9 “Maintenance” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by Company to maximize the service life of the equipment, sewer, vehicles and facilities.

A.10 “Maintenance and Repair Limit” means the total Maintenance and Repair expenditures that Company has included in the Annual Fee. Such expenditures exclude any labor costs for Company’s staff assigned to the Project. Company’s specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.

A.11 “Project” means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such.

A.12 “Repairs” means those nonroutine/nonrepetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.

A.13 “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

A.14 “State” means the State of North Carolina.

A.15 “Unforeseen Circumstances” shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot, epidemic,



pandemic, or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, and (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

## APPENDIX B

### DESCRIPTION OF PROJECT

Company agrees to provide the services necessary for the management, operation and maintenance of the following (collectively the “Facilities”):

- a. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate:
  - 1. Surface Water Treatment Plant located at 261 Thunder Road, Pinebluff, NC;
  - 2. Raw Water Intake;
  - 3. Raw Water Reservoirs;
  - 4. all access drives; and
  - 5. two distribution system booster pump stations.

APPENDIX C-1  
NPDES PERMIT AND  
WASTEWATER TREATMENT CHARACTERISTICS

C-1.1 Company will operate so that effluent will meet the requirement of NPDES Certificate of Coverage NCG590018 under General Permit No. NCG590000 (issued July 1, 2017), a full and complete copy of which is adopted by reference herein as of the date hereof. Company shall be responsible for meeting the effluent quality requirements of the Permit unless the wastewater treatment unit and/or associated appurtenances is inoperable or can operate only at a reduced capacity.

## APPENDIX C-2

### WATER TREATMENT CHARACTERISTICS

C-2.1 The water treatment plant has the following design characteristics:

A capacity of 8.0 MGD of finished water production with ability for chemical additions, flocculation, sedimentation and filtration based on 2.58 gallons per minute per square foot of filter area. The water treatment plant has the capability for post treatment by chlorination and fluoridation. The average daily flow of raw water is 3.6 MGD per day. The actual water quality and flows are difficult to establish from the limited amount of records and poor record keeping.

The raw water has the following characteristics

|            |          |
|------------|----------|
| NTU Raw    | 1.3      |
| pH Low     | 4.5 SU   |
| pH High    | 5.7 SU   |
| Alkalinity | 4.4 mg/l |
| Hardness   | 3.7 mg/l |

C-2.2 Company will operate the water treatment plant so that water treated will meet the current Federal and State Water Standards, excluding PFAS. Company's Annual Fee includes all costs (except electricity) for treating an average daily flow of 3.6 MGD of raw water per day to the standards specified below.

|             |                  |
|-------------|------------------|
| Turbidity   | <0.3 NTU         |
| Iron        | <0.3 mg/l        |
| Manganese   | <0.05 mg/l       |
| Fluoride    | 0.8 average mg/l |
| pH          | ≥ 7.0            |
| Color       | <15 color units  |
| Corrosivity | Non-corrosive    |
| Odor        | <3.0 TON         |
| E. Coli     | Negative         |

C-2.3 The daily flows and raw water characteristics set forth in Paragraph C-2.1 are the actual twelve (12) months' average for the period January 2023 through December 2023. Any change of

ten percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope (See Article 11).

C-2.4 If any of the following contaminants in the raw water causes the finished water to exceed the Maximum Contaminant Levels (MCL) established for finished water quality, Company will treat the raw water to reduce said contaminant to an acceptable MCL. The cost of any specific treatment will be in addition to the Annual Fee for the treatment required by this Article C-2.4.

| <u>Radionuclides</u> | <u>MCL</u> |
|----------------------|------------|
| Radium               | 5.0 PCi/L  |
| Gross Alpha          | 15.0 PCi/L |

Organic Chemicals

| <u>Contaminant</u>              | <u>MCL (mg/l)</u> |
|---------------------------------|-------------------|
| Alachlor                        | 0.002             |
| Aldicarb                        | 0.003             |
| Aldicarb Sulfone                | 0.002             |
| Aldicarb Sulfoxide              | 0.004             |
| Atrazine                        | 0.003             |
| Benzene                         | 0.005             |
| Carbofuran                      | 0.04              |
| Carbon Tetrachloride            | 0.005             |
| Chlordane                       | 0.002             |
| 2,4-D                           | 0.07              |
| Dibromochloropropane (DBCP)     | 0.0002            |
| o-Dichlorobenzene               | 0.6               |
| p-Dichlorobenzene               | 0.075             |
| 1,2-Dichloroethane              | 0.005             |
| 1,1-Dichloroethylene            | 0.007             |
| cis-1,2-Dichloroethylene        | 0.07              |
| trans-1,2-Dichloroethylene      | 0.1               |
| 1,2-Dichloropropane             | 0.005             |
| Endrin                          | 0.002             |
| Ethylbenzene                    | 0.7               |
| Ethylene Dibromide (EDB)        | 0.00005           |
| Heptachlor                      | 0.0004            |
| Heptachlor Epoxide              | 0.0002            |
| Lindane                         | 0.0002            |
| Methoxychlor                    | 0.04              |
| Monochlorobenzene               | 0.1               |
| Pentachlorophenol               | 0.001             |
| Polychlorinated Biphenyls (PCB) | 0.0005            |
| Styrene                         | 0.1               |

|                       |       |
|-----------------------|-------|
| Tetrachloroethylene   | 0.005 |
| Toluene               | 1     |
| Toxaphene             | 0.003 |
| 2,4,5-TP (Silvex)     | 0.05  |
| 1,1,1-Trichloroethane | 0.02  |
| Trichloroethylene     | 0.005 |
| Total Trihalomethanes | 0.1   |
| Vinyl Chloride        | 0.002 |
| Xylenes (Total)       | 10    |

#### Inorganic Chemicals

| <u>Contaminant</u>           | <u>MCL (mg/l)</u>        |
|------------------------------|--------------------------|
| Arsenic                      | 0.05                     |
| Asbestos                     | 7 (million fibers/liter) |
| Barium                       | 2                        |
| Cadmium                      | 0.005                    |
| Chromium                     | 0.1                      |
| Fluoride                     | 4                        |
| Mercury                      | 0.002                    |
| Nitrate                      | 10 (as nitrogen)         |
| Nitrite                      | 1 (as nitrogen)          |
| Total Nitrate Nitrite        | 10                       |
| Selenium                     | 0.05                     |
| Chloride                     | 300                      |
| Copper                       | 1.0                      |
| Fluoride                     | 2.0                      |
| Silver                       | 0.10                     |
| Sulfate                      | 300                      |
| Total dissolved solids (TDS) | 1,000                    |
| Zinc                         | 5                        |

C-2.5 Company will provide laboratory services for monitoring only the following contaminants on an as-requested basis. These contaminants do not have an established MCL

|                           |                           |
|---------------------------|---------------------------|
| Aldrin                    | Hexachlorobenzene         |
| Benzo(a)pyrene            | Hexachlorocyclopentadiene |
| Butachlor                 | 3-Hydroxycarbofuran       |
| Carbayl                   | Methomyl                  |
| Dalapon                   | Metolachlor               |
| Di(2-ethylhexy) adipate   | Metribuzin                |
| Di(2-ethylhexyl)phthalate | Oxyamyl (vydate)          |
| Didamba                   | Pictoram                  |
| DichloromethaneDieldrin   | Propachlor                |
| Dinoseb                   | Simazine                  |

Diquat  
Entodhall  
Glyphosate

2,3,7,8-TCDD (Dioxin)  
1,2,4-Trichlorobenzene  
1,1,2-Trichloroethane

## APPENDIX D

### INSURANCE COVERAGE

Company SHALL MAINTAIN:

1. Statutory workers' compensation for all Company employees at the Project as required by the State.
2. Commercial general liability insurance, insuring Company' negligence, in an amount of \$5,000,000 combined single limits for bodily injury and/or property damage.
3. Automobile liability insurance for all owned (if any), non-owned and hired automobiles in an amount of \$1,000,000.

Owner SHALL MAINTAIN:

1. Statutory workers' compensation for all of Owner's employees associated with the Project as required by the State.
2. Property insurance on a "special form causes of loss" form or its equivalent for Owner's owned, leased, rented or personal property at replacement cost.
3. Automobile liability insurance for all owned (if any), non-owned and hired automobiles in an amount of \$1,000,000.

Each party shall cause the other party to be included as additional insured on the above insurance policies (except workers' compensation) and shall provide the other party at least thirty (30) days' notice of the cancellation of required policies. Each Party shall waive subrogation in favor of the other Party. Additionally, each Party's insurance policies shall waive, or be endorsed to waive, rights of recovery by subrogation in favor of the other Party.

## APPENDIX E

### Town of Southern Pines Request for Proposals for Water Treatment Plant Operation and Maintenance





## Public Works Department

801 SE Service Road  
Southern Pines, NC 28387

Phone (910) 692-1983  
Fax (910) 692-9495

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December 12, 2023

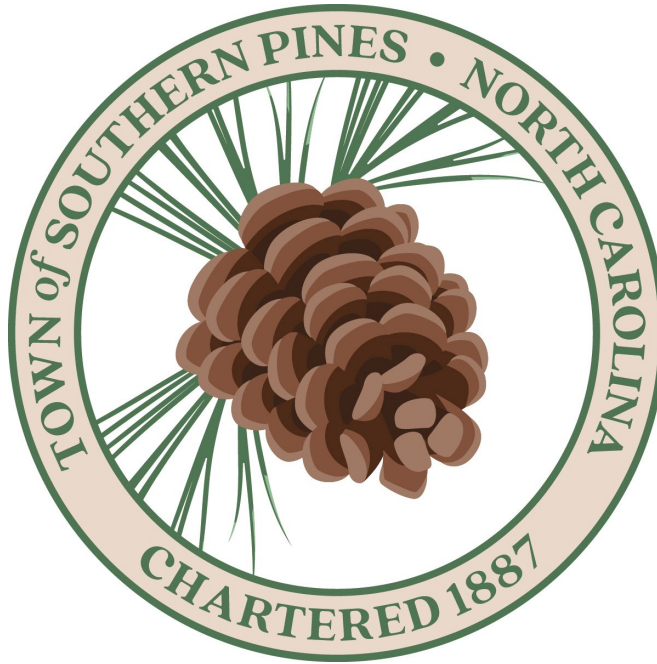
### **ADDENDUM #1**

**TO: RFP HOLDERS**

**PREPARED BY:** James Michel, PE, MBA

**SUBJECT:** Water Treatment Plant Operation & Maintenance (WTP O&M)

A site visit to the water treatment plant has been scheduled for Thursday, December 21<sup>st</sup>, from 1:00 – 3:00PM located at 261 Thunder Road, Pinebluff, NC 28373. Interested parties should email Ron Istre at [ristre@southernpines.net](mailto:ristre@southernpines.net) to RSVP.



**REQUEST FOR PROPOSALS FOR**

**WATER TREATMENT PLANT OPERATION & MAINTENANCE (WTP O&M)**

Town of Southern Pines, Public Works Department, is seeking proposals to provide services for the operation and maintenance of the Town's Water Treatment Plant

**NO LATE SUBMITTALS WILL BE ACCEPTED FOR ANY REASON WHATSOEVER**

Submittals to:  
Ron Istre, Utilities Superintendent  
Town of Southern Pines Public Works  
801 SE Service Road  
Southern Pines, North Carolina 28387

**ENVELOPE MUST STATE CLEARLY THAT THE ENCLOSED SUBMITTAL IS FOR THE  
WATER TREATMENT PLANT OPERATION AND MAINTENANCE R.F.P.**

**Due January 12, 2024 by 2:00 P.M.**

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

**REQUEST FOR PROPOSALS  
For**

**WATER TREATMENT PLANT OPERATION & MAINTENANCE (WTP O&M)**

Sealed Proposals will be received until Friday January 12, 2024 at 2:00 pm from qualified vendors to provide services for the operation, maintenance, and management of the Town's Water Treatment Plant. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

Ron Istre, Utilities Superintendent  
Town of Southern Pines Public Works  
801 SE Service Road  
Southern Pines, North Carolina 28387  
ristre@southernpines.net

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed proposal.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(typed)

By: \_\_\_\_\_  
(signed)

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

## INSTRUCTIONS FOR PROPOSALS

**Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The Town reserves the right to make an award in whole, or in part, and to reject and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.

All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. All price quotes shall include license, subscription, terms and conditions, delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for Town's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.

After the RFP issue date, all communications between the Town and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Ron Istre at [ristre@southernpines.net](mailto:ristre@southernpines.net) or at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP name, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 2:00 pm Friday, December 22, 2024. NO EXCEPTIONS. Please include "Water Treatment Plant Operation and Maintenance" in subject header of e-mail.**

The Town will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Town, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Proposal Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.

Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **ninety (90) days** after bid opening date. The Town reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.

Pursuant to North Carolina General Statutes Section 143-129.8, "award shall be made to the person or entity that submits the best overall proposal" as determined by the awarding authority.

The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Proposer shall plainly set forth

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

the warranty for the goods in the bid. Operations and maintenance manuals for equipment shall also be provided, as appropriate.

All purchases for goods or services are subject to the availability of funds for this purpose.

The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.

If any submittal contains proprietary information, the Proposer must clearly label the specific portions sought to be kept confidential and specify the exemption that the Proposer is relying upon. Marking all, or substantially all of a response as confidential may result in the response being considered non-responsive by the Town. Notwithstanding the foregoing, Proposers recognize and agree that the Town will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

The Town is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the Town. All contractors performing work/services at a Town facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the Town's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the Town. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.

For all the work being performed under this Contract, the Town has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.

All Bidders must complete and submit Non-Collusion and E-Verify affidavits, and W9 with their bid package. This information will be used to create or update the Town's bidder/vendor file.

The Town has a right to enter into agreements with the firm which, at the Town's sole discretion, best satisfies the requirements, goals and objectives of the Town. The Town reserves the right to reject any and all Proposals and not enter into any contracts as part of this process. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the Town.

Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.

The Town reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

## **Request for Proposals**

### **WATER TREATMENT PLANT OPERATIONS & MAINTENANCE**

#### **Town of Southern Pines (TOSP) Public Works Southern Pines, North Carolina**

November 2023

#### **1. INTRODUCTION**

The Town of Southern Pines is seeking proposals from qualified firms for the full-service operations, maintenance, and management of the WTP to include the main facility, raw water intake, offsite and onsite raw water reservoirs, and distribution system booster pump stations.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of North Carolina and the Town of Southern Pines, invites qualified firms (Proposers) to submit their Proposals to provide the services described. Subject to approval by the Town, the contract term under consideration is for five years.

All Proposers must have demonstrated experience and expertise in the work required. This experience should include plant operations from raw water intake to potable water production, elevated and ground storage tank expertise (and appurtenances), distribution pumping capabilities and appurtenant control valves, and laboratory analysis. Experience within the previous ten (10) years is preferred. All companies submitting proposals shall be properly licensed to perform in this field of work in the State of North Carolina.

#### **2. BACKGROUND**

Southern Pines is one of the largest municipalities in Moore County with approximately 16,000 residents and serves about 11,000 customers including 6 bulk purchasers. The total service population is more than 35,000 people. Southern Pines comprises approximately 16 square miles of land area and includes areas in both the Lumber River and Cape Fear River basins. The Water Treatment Plant (WTP) is currently permitted to produce 8 million gallons per day (MGD) of water and averages 3.4 MGD with a max day of 5.95 MGD.

In issuing this RFP, the Town is seeking to ensure the overall efficiency and operation of the Facilities by contracting with a firm having the technical and financial resources to perform the required operation, maintenance and management services.

The Town's ultimate objectives for operation of the Facilities is to select a Proposer who will provide a strong technical support team, operate in compliance with state and federal regulations, and improve maintenance and operational efficiencies. The Town is seeking a contractor experienced in developing and implementing plans that reduce exposure to risks related to regulatory compliance and safety.

#### **3. FACILITY DESCRIPTION**

The WTP, located at 261 Thunder Road, Pinebluff, NC, is a conventional treatment facility currently permitted for 8MGD though many of the processes are rated for up to 11 MGD. Raw water is pulled from Drowning Creek with a permitted withdrawal of up to 14 MGD depending on

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

flow conditions in the creek. Water is pumped from the creek to an offsite 140 MG raw water reservoir and then to the onsite 20 MG raw water reservoir. Below is a schematic of the treatment process. Treated water is transmitted through 6 miles of transmission main to 2 MG ground storage tank and booster pump station. From here it is pumped to the elevated storage tanks and distribution system. The scope of work for this RFP shall cover the WTP, Raw Water Intake, Raw Water Reservoirs, all access drives, and 2 distribution system booster pump stations, collectively the Facilities.

The WTP has several planned upgrades currently in design and are expected to be in construction over the next 5 years.

#### **Filter Modifications- Air Scour**

This project features the conversion of the old side Greenleaf Filter backwash from surface sweeps to air scour and includes the demolition of the existing filter underdrains, installation of new AWI filter bottoms, installation of a new blower unit, piping and valves required to connect the blower to the air scour system, and electrical and controls for the proposed system.

#### **Hypochlorite Feed System Modifications**

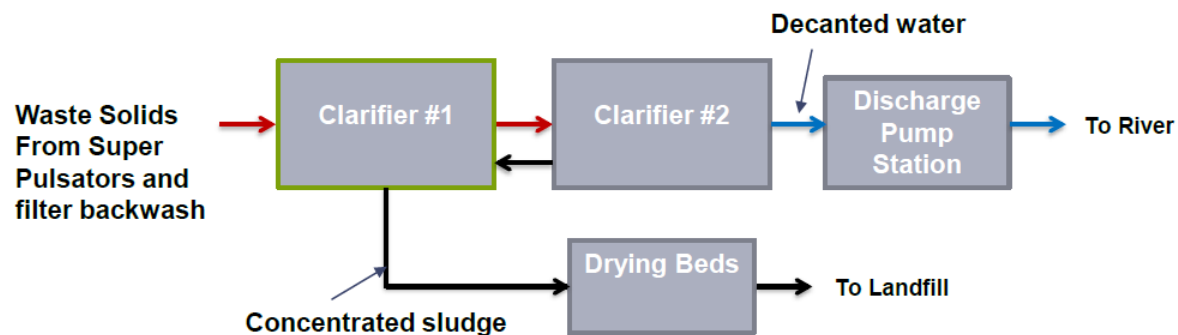
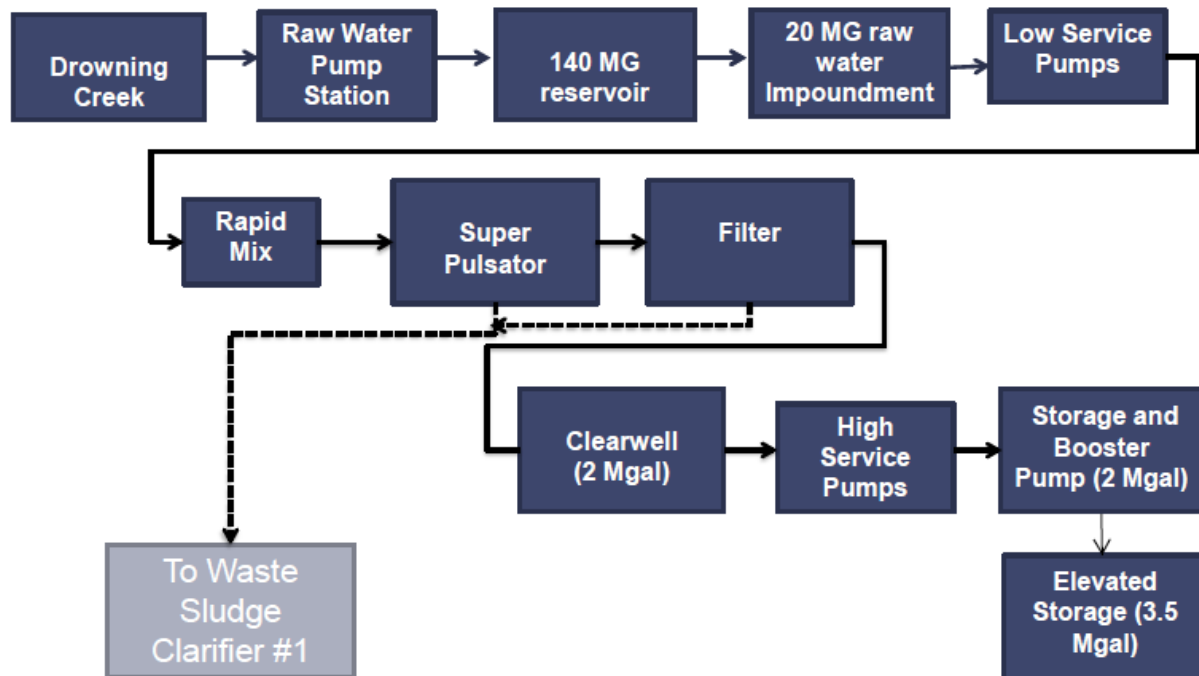
This project will convert the disinfection system from feeding gas chlorine to liquid sodium hypochlorite. The project is proposed to include the construction of a new hypochlorite building adjacent to the existing gas chlorine room as well as bulk tanks, feed/recirculation pumps, chemical feed piping, and modifications to the chemical pump room.

#### **Ammonia Feed System Modifications**

This project features chemical feed modifications for the ammonia feed system, to convert from feeding anhydrous ammonia to liquid ammonia including a new bulk tank, concrete containment structure, feed pumps, feed piping, and electrical.

#### **Sludge Dewatering Improvements**

This project features the construction of a new mechanical dewatering facility adjacent to the existing drying beds, including belt press equipment, a new building, process piping, electrical/controls, modifications to Clarifier #1, and a sludge containment basin. The existing sludge drying beds are anticipated to remain functional to provide operational flexibility.



#### 4. SCOPE OF WORK

The below Scope of Work and is intended to establish the level of service for the proposed contract. The selected Proposer shall be required to provide various services associated with all or a portion of the Facilities. This may include, but not be limited to:

1. Labor and benefits.
2. Process chemicals.
3. Laboratory and analytical services.
4. Biosolids disposal.
5. Routine maintenance of facilities and associated equipment.
6. Reporting to regulatory agencies.
7. O&M management.
8. Coordination with construction project personnel during water treatment plant upgrades.

**Public Works Department**  
 801 SE Service Road  
 Southern Pines, NC 28387  
 Phone (910) 692-1983



The Proposer will be responsible for satisfying the State of North Carolina regulatory requirements and for operating, maintaining and managing the Facilities in compliance with all other applicable local, state and federal laws and regulations. Services for the O&M and management of the Facilities shall be provided in a safe, secure, effective and efficient manner and shall meet the highest standards prevalent in the industry.

Any non-mechanical (i.e., operational) event of the Facilities that results in a regulatory enforcement action during the period of the contracted services will be grounds to terminate the contract for cause.

The Proposer will be responsible for all operations, maintenance and management duties required to ensure efficient and effective operation of the Facilities. These duties include, but are not limited to:

1. Day to day operations and monitoring.
2. Performing scheduled preventive, predictive maintenance, and asset management functions to ensure the long-term efficient operation of facility infrastructure.
3. Performing scheduled and unscheduled maintenance, repairs, and replacements as needed on infrastructure components.
4. Maintaining operations and maintenance & repair records for all infrastructure components in electronic format.
5. Maintaining the inventory and electronic inventory records for the consumable supplies needed for system operations and maintenance.
6. On-going evolution and development of automated systems and capabilities
7. Preparation for anticipated new regulatory requirements

The operations will be performed to comply with all federal, state, and local laws and regulations. The Proposer shall also be responsible for operating, maintaining, and managing the Facility pursuant to the requirements in this scope of work. The services shall be provided in a safe, secure, effective and efficient manner and shall meet the highest standards prevalent in the industry.

Provide a site Manager who shall be empowered to act on behalf of the Proposer in accordance with the provisions of this Agreement, and who shall attend Town's staff and council meetings when requested. The Proposer shall permit the Town the right to review and approve the Project Manager whenever a change of persons in this position takes place.

Provide staff for operation of the facilities, as required by permit(s), 24 hours per day, 7 days per week. Town shall designate, as a minimum, one staff member as standby to respond to such calls.

Staff the Facilities with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this RFP, and where appropriate, the certification requirements mandated by the State of North Carolina.

Proposer is required to be the Operator in Responsible Charge of the water Facilities. As such the Proposer is required to maintain on site staffing to meet the requirements below within 30 days of notice to proceed. This staff shall be employed on site full time and shall not be time shared with another project without Town's prior written permission.

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

Proposer is required to perform corrective and predictive maintenance, in addition to manufacturer recommended preventive maintenance. As such the Proposer is required to maintain on site staffing with the appropriate experience, within 30 days of notice to proceed, who shall be employed on site full time shall not be time shared with another project without Town's prior written permission. Labor costs for said staff shall be included in the annual operational base fee and shall not be charged to the repair budget.

The Proposer is required to maintain required certifications and fulfill system supervisory requirements. If the Proposer is unable to meet these requirements for more than 60 days, the Town will consider such a breach of this contract and cause for termination.

Proposer shall develop and maintain an ongoing training program that provides certification of its operators.

Proposer agrees to provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented and demonstrate proficiency.

Proposer is responsible for paying all costs incurred to meet service levels described in this scope of work.

The Town shall be responsible for the following Facility operating costs as a pass through payment:

1. Electricity
2. Natural gas
3. Internet, landline telephone, and SCADA communication services
4. Residuals disposal hauling & tipping fees (biosolids, grit, and screenings)
5. Bulk chemicals as listed herein

The Town may entertain alternative base fee arrangements for chemicals and utilities if the Proposer proposes an alternative method which is more advantageous to both the Town and the Proposer.

Proposer is required to provide any vehicles required to execute scope of work. Town will provide a backhoe and Slopemaster mower for the grounds maintenance performed by the Proposer. Proposer will coordinate with Town to utilize Town owned equipment such as combination trucks or excavators for special projects.

Provide and document all Repairs for the Facilities. Conduct a "repair vs replace" analysis for all Repairs for the Facilities. Where Repairs are less than 40 percent (40%) of replacement costs, the item will normally be repaired. Where Repair cost are more than 40 percent (40%) of replacement costs and the item qualifies as a Capital Expense, the analysis will be submitted to the Town for a decision concerning repair or replacement. The cost of Repairs shall not include the salary cost of Proposer's onsite personnel making such repair. However, due to the size, complexity, technical nature, or timing for completion of such Repairs, Proposer may subcontract such Repairs and charge such services to the Repairs budget. Proposer to provide Town with a detailed monthly report and accounting of all Repairs.

Proposer shall budget for and manage the repair budget according to the following three-tier repair plan as described below.

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

> \$5,000 repairs per work order item come out of the repair budget and do not require Town approval.

\$5,001- \$20,000 repairs per work order item must be approved by the Town with quotes prior to repair being completed.

≥ \$20,000 quotes per work order item are considered capital expenses and must be submitted to the Town for pre-approval and shall be invoiced separately.

The total repairs budget shall be negotiated annually by the Town and Proposer in advance of the development of the Town's annual operating budget. The repairs budget will include parts, components and specialty repair services. Labor costs for use of onsite staff shall not be charged to the repair budget. The repair costs associated with Proposer's use of offsite personnel and subcontractors shall be pre-approved by the Town. All repairs charged to the repair budget must be referenced to specific work orders and be itemized with receipts showing all costs charged. Itemized invoices shall be submitted to the Town monthly for reimbursement out of the repair budget. Requests for additional repair funds in excess of the repairs budget may be considered on a case by case basis at Town's sole discretion.

Proposer shall perform all maintenance activities in conformance with manufacturer recommendations unless pre-approved by the Town. Proposer shall provide a monthly summary of activities including corrective, preventive, and predictive maintenance.

Maintain aesthetics of the Facilities; in general, maintain all facilities in a clean, neat and orderly fashion; administrative and other occupied spaces shall be kept clean, dry and habitable; other spaces and floors shall be clean and free of debris; equipment, tools, and material will be properly stored; trees and shrubs shall be kept trimmed, grass shall be maintained at a height of less than six (6) inches, and other grounds shall be free of noxious weeds; buildings, structures, equipment and piping shall be maintained and painted to minimize deterioration and corrosion.

Alter as needed, the process and/or facilities to achieve the objectives of this RFP; provided, however, that no alteration shall be without Town's written approval if alteration shall cost in excess of Three Thousand Dollars (\$5,000.00).

The cost of any capital improvement required to bring the facilities within OSHA compliance at commencement of services will be paid by the Town. Any changes in OSHA regulations requiring subsequent improvements to the facilities will be an out-of-scope event subject to compensation changes. Proposer is responsible for providing and maintaining personal protective equipment and associated materials and supplies.

Maintain all manufacturer warranties on new equipment purchased by the Town for the Facilities and assist the Town in enforcing existing equipment warranties and guarantees as such relate to the Facilities.

Perform process control observations and analyses to optimize efficient operations of the Facilities. Inform the Town whenever process control trending indicates a change in process performance outside of industry accepted statistical variation. Be a transparent partner and include the Town in open discussions about process control methods and results to the satisfaction of the Town.

Provide cloud based computerized maintenance utilizing the Town's Asset Management system OpenGOV Cartegraph. The maintenance program will include a complete asset inventory, estimated useful life of assets, track work and cost assigned to assets, asset warranties, and

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

documentation of spare parts and inventory. The system will be set up to report KPI's including but not limited to

1. Critical equipment availability
2. PM/CM ratio
3. PM Completion
4. Inventory runs and stockouts
5. Work order aging
6. Warranty aging.

Alternative proposals may be provided utilizing Proposers preferred software for the Town's consideration.

Provide process control and laboratory management systems for the Project. Town shall have access to data during normal business hours.

Proposer shall prepare and submit all required reports to both regulatory agencies and to the Town. The Town shall be copied on all regulatory correspondence. Reporting requirements include:

1. Monthly/yearly NPDES reporting
2. Monthly/Yearly DEQ Compliance Reporting
3. Monthly/Yearly OSHA Reports
4. Monthly/Yearly itemized invoicing detail for repairs with all charges tracked to work orders.
5. Annual report to Town Council

Proposer shall be a transparent partner by keeping the Town advised of any operational difficulties so that additional resources and knowledge can be combined to reach an efficient solution.

Place a copy of Proposer's Corporate Safety Program and provide all employees training specific to this Program, within forty-five (45) days from the Notice to Proceed.

Proposer shall implement best practices while promoting innovation and continuous improvement. The following plans and topic areas shall be developed, maintained, and implemented as part of this agreement.

A Customer Service Plan shall be submitted upon execution of contract. The plan shall describe the Proposers procedures for responding to calls during normal business hours, after hours and holidays. Procedures for responding to water quality complaints and documentation of issue response and resolution.

A Safety and Security Plan shall be submitted within 45 days of contract effective date. An outline of this plan shall be included with the Proposal. The plan shall include but is not limited to the following elements:

1. Safety Facility Safety Inspections
2. Health and Safety Training
3. Exposure Control Plan
4. Personal Protective Equipment requirements
5. OSHA required programs
6. Accident Investigation
7. Safety Committee Training
8. Confined Space Entry

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

## 9. Facility Security procedures

A Facilities Emergency Response Plan shall be submitted within 60 days of contract effective date. The plan shall include identification of potential emergencies, response procedures, preparation for and prevention of emergencies, incident management and a notification contact list.

The Operations and Maintenance Plan shall be submitted within 90 days of contract effective date. An outline of this plan shall be submitted with the Proposal. The plan shall describe the Proposer's strategies and practices to manage the following:

1. Drinking Water and NPDES compliance and reporting
2. Communication protocols
3. Record keeping and documentation
4. Operations and Maintenance database/software
5. Unit process operation goals and monitoring practices
6. System criticality and work prioritization
7. Standard Operating Procedures (SOP)
8. Process control plan
9. Laboratory QA/QC Plan
10. Sampling and analysis plan
11. Manufacturers manuals
12. Preventive maintenance practices
13. Predictive maintenance practices
14. Corrective maintenance plan
15. Plan for management of biosolids
16. Troubleshooting and contingency plans
17. Planned maintenance programs and plans, tank cleaning, painting, etc.

A Staffing Plan for the Facilities shall be submitted within 30 days of contract effective date. The plan shall include the following elements:

1. Organizational chart
2. Job classifications and descriptions
3. Experience and competency requirements
4. Primary job responsibilities
5. Staff schedules and "on call" coverage
6. Personnel costs
7. Incentives and recognition
8. Recruitment plan

A Training Plan shall be submitted within 90 days of contract effective date. An outline of the plan shall be submitted with the Proposal. Topics shall include training specific to the Sweet Home Water/Wastewater system and include proficiency testing. Elements of the plan shall include the following:

1. Regulatory compliance
2. System operation and process control
3. Maintenance procedures
4. Equipment troubleshooting and repair
5. Laboratory sampling and analysis
6. Emergency response
7. Microsoft Office software
8. Administrative procedures

9. Safety
10. Operator certification

A Repair and Replacement Plan shall be submitted within 120 days of contract effective date and shall be updated annually. Elements of the plan shall include the following:

1. Computerized maintenance management
2. Condition monitoring and operational assessment
3. Levels of service
4. Repair and refurbishment
5. Capital replacement
6. Critical components and emergency spares
7. Asset Management

A Transition Plan will be developed by the Town and Proposer within 30 days of contract effective date. An outline shall be submitted with the Proposal that includes:

1. Transition Team organization
2. Communication protocols
3. Functional transition start-up and contingency plans
4. Timelines and activities
5. Update Facility Plans
6. Staffing specifications and compensation package
7. Staff Recruitment
8. Operations, Maintenance and Management implementation
9. Administration and business processes
10. Maintenance management
11. Process control and laboratory
12. Performance monitoring
13. Health and Safety
14. Transfer material and support services contracts
15. Transfer emergency response responsibilities
16. Implement administrative, maintenance and operations software
17. Inventory transfer of materials, chemical, fuel inventory
18. Update NCDEQ contact and supervisory forms
19. Transfer NPDES permit responsibilities
20. Create first year operations and maintenance plan

A Performance Management Plan shall be maintained for the Facilities. The plan will describe the Proposer's strategies for addressing the following areas:

1. Alignment with Town and department goals
2. Regulatory compliance
3. Wastewater system goals and objectives
4. Planning and scheduling
5. Monitoring and reporting

Raw Water Quality and Finished Water Requirements of the Water Treatment Plant. The facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the Town and State Agencies, as applicable.

Proposer shall be responsible for meeting the water treatment performance standards established above, but shall not be responsible for events outside the control of Proposer, which include but are not limited to:

1. Toxic materials contained in the raw water supply
2. Raw water supply is insufficient to meet demand
3. The demand for water exceeds the design capacity of the facilities specified.
4. Vandalism
5. Acts of God or Force Majeure events

Within the design capacity and capability of the Water Treatment Plant (Plant), manage, operate, and maintain the Plant so that finished water discharged from the Project meets the requirements specified by the State of North Carolina and U.S. EPA for Public Water Systems. Proposer shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials.

Provide for the disposal of sludges. Any change in the Cost of this service due to permitting requirements shall constitute a change in scope and give cause for an adjustment in fee.

Perform all daily, weekly, monthly, quarterly and annual laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations. Any change in the Cost of this service due to permitting requirements shall constitute a change in scope and give cause for an adjustment in fee.

Proposer will collect and analyze distribution samples associated with water quality complaints and inquiries, and as required by State and Federal Safe Drinking Water Regulations. Any change in the Cost of this service due to permitting requirement changes shall constitute a change in scope and give cause for an adjustment in fee. Proposer will respond to distribution system water quality complaints to include but not limited to, customer coordination, sample collection and analysis, and hydrant flushing.

Source water to facility is provided by an intake structure located on Drowning Creek. This structure includes inlet piping and screens, pump house, generator, and meter vault. Proposer will maintain daily operation of this facility, perform manufacturer recommended equipment maintenance, and endure all costs associated.

Raw Water reservoirs are impounded by regulated dams. Proposer is to provide regular maintenance and inspections in compliance with North Carolina Dam Safety rules and regulations. Any change in the Cost of this service due to permitting requirement changes shall constitute a change in scope and give cause for an adjustment in fee.

## **5. QUALIFICATIONS AND TECHNICAL PROPOSAL**

The Qualifications and Technical Proposal document must provide the following information and shall be organized into the following sections:

1. Cover Letter
2. Executive Summary
3. Qualifications
  - a. Corporate Profile & Legal Qualifications
  - b. Financial Qualifications
  - c. Technical Experience & Qualifications

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983



4. Key Personnel
5. Project Staffing and Project Management Plan
6. Project Approach and Technical Plans
  - a. Operational Approach
  - b. Maintenance Plan
  - c. Transition Plan
  - d. Operations During Construction Plan
7. Price Proposal
  - a. Proposed Base Fee
  - b. Proposed Method of Future Price Adjustments
8. Appendices (if applicable)

Narrative pages are to be 8½x11 inches and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged. Failure of the Proposer to organize the information required by this RFP as outlined may result in the Town, at its sole discretion, disqualifying the Proposer from further consideration.

#### **A. Cover Letter**

The proposal must include a letter of transmittal attesting to its accuracy. The cover letter shall provide the name, address, telephone and email addresses of the Proposer. Limited to 2 pages.

#### **B. Executive Summary**

This section should provide a short overview of the proposal and value proposition to the Town. Limited to 3 pages.

#### **C. Qualifications**

Minimum Qualifications: Proposers must meet the following minimum qualifications to be evaluated.

1. 5 years experience
2. Good legal standing
3. Demonstrate the ability to furnish insurance coverage as specified herein.

Desired Qualifications: Proposers shall demonstrate their ability to undertake the Town's project by providing the technical qualifications of the Proposer, individual team members and principal subcontractors, if applicable. The Town reserves the right to conduct an independent investigation of the Proposer's technical qualifications by contacting project references, accessing public information, inspecting facilities or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Proposer shall provide the following sections to demonstrate its technical qualifications:

##### ***Corporate Profile & Legal Qualifications***

1. Include the full name, tax identification number, main office address and telephone and facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party. A project organization chart clearly delineating lines of authority within the organization is required.
2. The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
3. Identify when the Proposer was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under that name.

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983



4. Identify which portions of the work, if any, will be subcontracted. If subcontractors are proposed, the proposed contractual relationships between the Proposer and all major partners and subcontractors relative to the project shall be outlined in the proposal.
5. Demonstrate good legal standing in North Carolina and in-home state (no bankruptcy in the last 10 years, no fraud, no illegal activities).
6. Identify the impact(s) of any adverse outstanding litigation.

#### *Financial Qualifications*

1. Submit financial statements for the past three fiscal years. The financial statements must include income statements, balance sheets and statements of cash flow.
2. Demonstrate the ability to furnish insurance coverage as specified herein.

#### *Technical Experience & Qualifications*

1. Provide information about the Proposer's overall experience with operating water and wastewater treatment facilities in the United States. Provide details (size, duration of relationship and processes utilized) on representative treatment facilities the Proposer operates under a private contract operations and maintenance arrangement in the United States.
2. Have been in the business of providing full-service public-private contracts for operation, maintenance and management of water and wastewater treatment facilities for at least five years.
3. Have existing full-service public-private contracts for operation, maintenance and management of water and wastewater treatment facilities that have been in effect for at least five years.
4. Have operated treatment facilities in the United States for at least five years.
5. Have operated facilities that are comparable in size, process and complexity to the Town's current facilities as described herein. Include descriptions of experience with SCADA systems, plant performance, efficient long-term usage of resources/chemicals/utilities, engine generator sets, and biosolids disposal. Describe applicability of past/current projects to the Town project.
6. Have experience managing operations during the design and construction of new and/or expanded facilities. This experience should include working with design engineers and construction contractors. Provide at least two examples of similar projects.
7. Have demonstrable process control experience optimizing the treatment process to reduce operating costs or minimize capital expenditure.
8. Have demonstrable experience performing proactive maintenance to maximize equipment useful lifespans and reduce total lifecycle costs.
9. Have the capability to provide additional resources to assist in technical troubleshooting and capital planning. Explain how these resources are sourced (i.e., from affiliate companies, subcontractors).
10. Have a strong record of health, safety and environmental compliance. Provide the Proposer's current OSHA recordable rate and Experience Modifier Rate (EMR) and information about any health, safety or environmental violations within the last five years. Describe the Proposer's approach to meeting and guaranteeing permit compliance. Proposer must have an EMR of less than 1.0.

#### **D. Key Personnel**

Provide information on the Proposer's management staff, how it is organized, and how it supports delivery of the proposed services to the Town. Provide a clear delineation of responsibility & authority.

**Public Works Department**  
 801 SE Service Road  
 Southern Pines, NC 28387  
 Phone (910) 692-1983

## **E. Staffing and Management Plan**

Proposer shall provide a staffing and management plan intended to meet the service levels specified herein.

Describe the Proposer's approach to providing the management and staffing of the Facilities, including:

1. Describe the key staff and the management team who will be directly responsible for delivering the service and meeting the Town's objectives. Include project manager and full-time on-site manager(s) if different. Include a description of key staff's experience maintaining operations during major facility construction.
2. Describe the North Carolina certifications or reciprocity held by key staff.
3. Describe the technical team that will support the Facility operation and maintenance, including off-site support staff expertise, capabilities and availability.
4. Describe the proposed plan to staff the Facility.
5. Describe the Proposer's plan to transition the management and operation of the Facility to the Proposer's control.

## **F. Management Approach and Technical Plans**

In this section, Proposers will address their approach to operating, maintaining and managing the Facilities. These plans submitted in the proposal are preliminary documents that the selected Proposer will further develop for implementation as per Attachment A following contract award. It is expected that these plans submitted in the proposal will be based on company templates with some minor adaptation to the Sweet Home project to indicate how they will apply.

This section shall include:

Operational Approach: Describe how the Proposer will operate the Facilities daily to meet the objectives of this RFP. Include at minimum:

1. Approach to Facility operations, maintenance and management (including frequency & completeness of maintenance activities)
2. Solids disposal
3. Site housekeeping
4. Interaction and integration with the requirements/demands of the Town's water distribution systems and customers
5. Approach to emergency situations
6. Measures for energy and chemical management
7. Measures for optimal utility and chemical use
8. Use of Asset Management/CMMS, SCADA, and other management software systems
9. Examples of performance management to include performance standards, key performance indicators, and communication to Town officials.
10. Life cycle projections, replacement schedules, and long-term replacement budgeting

Maintenance Plan: Describe how the maintenance of the Facilities will be managed and performed and the level of expertise that will be provided as a part of the base fee. Include at minimum:

1. Computerized maintenance management
2. Condition monitoring and operational assessment
3. Levels of service

Transition Plan: Describe how the Proposer will mobilize and take over the Facilities, including milestones and approximate timeline. Include at minimum:

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

1. Establishment of well planned, reliable and timely set of transitions
2. Availability of backup resources and expertise to augment onsite staff and/or temporarily fill positions
3. Achievable and desirable timelines

Operations During Construction Plan: Describe the Proposer's approach to maintaining operations of the Facilities during construction and commissioning of major Facilities improvements. Describe the Proposer's capacity and approach to working with design engineers and construction contractors.

## **6. PRICE PROPOSAL**

### **A. Proposed Base Fee**

Provide the proposed base fee to provide services. The contract shall differentiate between the base fee and the repair budget as described below. Costs paid directly to vendors by the Town are described in Section 4 Scope of Work.

#### Base Fee

The initial base fee shall be effective from July 1, 2024 through June 30, 2025.

The annual base fee shall include the following:

1. Personnel Services – Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees.
2. Chemicals – any chemicals used in the treatment process or for the maintenance of the Facilities, except bulk chemicals paid by the Town as specified in the Scope of Work. The Town may entertain alternative base fee arrangements for chemicals if the Proposer proposes an alternative method which is more advantageous to both the Town and the Proposer. Any such alternatives must be clearly identified and described in the proposal.
3. Utilities - any utilities which are not specified herein as being directly paid by the Town. The Town may entertain alternative base fee arrangements for utilities if the Proposer proposes an alternative method which is more advantageous to both the Town and the Proposer. Any such alternatives must be clearly identified and described in the proposal.
4. Facilities routine maintenance - Include routine tools and incidental consumable materials such as grease, bolts, gaskets, fuses, etc. used in preventive, predictive, and minor corrective maintenance.
5. Residuals disposal – Labor costs associated with residual disposal including biosolids, grit, screenings, and trash. Third party residuals hauling costs will be paid by the Town as specified herein.
6. Equipment – Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment.
7. Information technology – Includes computers, tablets, software, and software licenses.
8. Materials and Supplies – Including but not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplication and photo supplies, safety supplies, laboratory supplies, clothing and uniforms and other materials and supplies.

### Transition Cost

Includes all costs associated with assuming management and operational control of the Facilities including transitioning to the Towns CMMS system. This is a one-time cost to be paid upon completion of the transition.

### Bulk Chemical Cost

Proposer shall provide their cost for the purchase of bulk chemicals based on the estimated chemical usage shown in the below Table. A breakdown of the unit cost shall be provided with the proposal.

| Coagulant<br>(Alum)    | Disinfectant<br>(Chlorine<br>Gas) | pH<br>Adjustment<br>(Lime) | Phosphate              | Polymer                | Fluoride               | Ammonia                | Potassium<br>Permanganate | Sodium<br>Bicarbonate  |
|------------------------|-----------------------------------|----------------------------|------------------------|------------------------|------------------------|------------------------|---------------------------|------------------------|
| <i>Usage<br/>(LBS)</i> | <i>Usage<br/>(LBS)</i>            | <i>Usage<br/>(LBS)</i>     | <i>Usage<br/>(LBS)</i> | <i>Usage<br/>(LBS)</i> | <i>Usage<br/>(LBS)</i> | <i>Usage<br/>(LBS)</i> | <i>Usage (LBS)</i>        | <i>Usage<br/>(LBS)</i> |
| 270,233                | 46,620                            | 121,596                    | 31,135                 | 907                    | 46,998                 | 9,600                  | 549                       | 18,400                 |

### Repair Budget

The Town has established \$75,000 as the first-year repair budget for the Facilities. The repair budget for subsequent years will be negotiated annually.

Itemized invoices shall be submitted to the Town monthly for reimbursement out of the repair budget. Requests for additional repair funds in excess of the repair budget may be considered on a case by case basis at Town's sole discretion.

Repairs shall be charged to the repair budget according to the following four-tier plan:

- > \$5,000 repairs per work order item come out of the repair budget and do not require Town approval.
- \$5,001- \$20,000 repairs per work order item must be approved by the Town with quotes prior to repair being completed.
- ≥ \$20,000 quotes per work order item are considered capital expenses and must be submitted to the Town for pre-approval and shall be invoiced separately.

The repair budget will include parts, components, equipment rentals, and specialty repair services or contractors. Labor costs for use of staff shall not be charged to the repair budget.

### **B. Future Price Adjustments**

The prices set forth in the Proposer's response shall apply to all services rendered by the Proposer, subject to adjustment only in accordance with the Contract. Pass through costs shall be evaluated annually and consideration of regular bidding intervals to ensure cost effective services are provided.

Consumer Price Index Adjustment: On July 1 of each new year following the initial term, the Base Fee for services will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US Town Average, All Items (unadjusted) for the most

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801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

recent twelve month period ending in March; provided, however, that the percentage adjustment shall not exceed five percent (5%).

## **7. REVIEW AND EVALUATION**

Each proposal will be reviewed for completeness and responsiveness to the RFP requirements. The selection will be based on the Proposer's demonstrated ability to technically and financially perform the services outlined in this document. Specifically, proposals will be evaluated and scored based upon the criteria presented in the subsequent paragraphs.

### **A. Evaluation Criteria**

In evaluating the proposal, the Town will utilize the requirements outlined in this section to identify the contractor best qualified to perform the services.

#### **Completeness & Responsiveness (all must be yes)**

1. Timeliness of submittal
2. Satisfies minimum qualifications
  - a. 5 yrs. experience
  - b. Good legal standing
  - c. Documentation of ability to provide required insurances
3. Includes all required sections
  - a. Corporate profile
  - b. Financial statements
  - c. Technical Experience & Qualifications
  - d. Staffing & Management Plan
  - e. Technical Plans
  - f. Proposed base fee & method of adjustment

#### **Scoring Criteria**

Proposals meeting the above Completeness & Responsiveness requirements will be evaluated by the Town using the following criteria:

#### **(5%) Corporate Information**

**Includes:** Qualifications (Corporate Profile & Legal Qualifications, Financial Qualifications)

**(10%) Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the Proposer's approach and methodology to meet the project requirements.**

**Includes:** Qualifications (Technical Experience & Qualifications)

**(10%) Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.**

**Includes:** Qualifications (Technical Experience & Qualifications)

**(10%) Resources committed to perform the services and the proportion of the time that the Proposer's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.**

**Includes:** Key Personnel, Project Staffing and Project Management Plan

**(5%) Proposed project management techniques.**

**Includes:** Project Approach and Technical Plans.

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Southern Pines, NC 28387  
Phone (910) 692-1983

**(60%) Cost Effectiveness**

**Includes:** Proposed Base Fee, Future Price Adjustments

## **B. Evaluation of Proposals**

Each proposal will be reviewed against the terms of this RFP to determine if the submittal is complete and responsive and how well the Proposer satisfies the evaluation criteria. The Town may reject any submittal found to be incomplete, unresponsive or not in compliance with the format requirements set forth in this RFP. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the Town.

The Town regards the submission of the proposal in response to the RFP as the most important factor in the selection of a Proposer to provide services for the operation, maintenance and management of the Facilities. The Town reserves the right to reject any or all responses to the RFP and is under no obligation to award a contract, as determined to be in the best interest of the Town and at Town's sole discretion.

The Town reserves the right to interview one or more of the highest ranking Proposers as part of the evaluation process. Results of the evaluation will be posted to the RFP listing on the Town website and will be emailed to the primary contact identified in each proposal.

The Town intends to conduct serial negotiations beginning with the highest ranked Proposer. If the Town and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Town, the Town shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Town may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Town terminates this RFP. Upon reaching agreement, the notice of intent to award will be posted and the contract will be presented to Town Council for approval. If Town Council approves the award of the contract as presented, then the agreement will be executed.

If the Town awards a contract, the Town shall award the contract to the responsible Proposer whose proposal the Town determines in writing is the most advantageous to the Town based on the evaluation process and evaluation factors described in this RFP and the outcome of any negotiations authorized by this RFP.

The responsibility for the final selection and negotiation rests solely with the Town, as determined to be in the best interest of the Town.

### **SUBMISSION DEADLINE and ADDRESS**

Please submit one (1) sealed copies of the proposals and an electronic version, clearly labeled as "Proposal for **"WATER TREATMENT PLANT OPERATION AND MAINTENANCE"**" to the Town of Southern Pines Public Works Department no later than **2:00 p.m. January 12, 2024** at the following address:

Mr. Ron Istre, Utilities Superintendent  
Town of Southern Pines  
801 SE Service Road  
Southern Pines, North Carolina 28387

All questions concerning the proposal requirements or project in general should be directed to Ron Istre at [ristre@southernpines.net](mailto:ristre@southernpines.net).

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Southern Pines, NC 28387  
Phone (910) 692-1983

## PROPOSAL FORM

Sealed Proposals will be received until 2:00 pm on January 5, 2024 in the Community Development Building, Town of Southern Pines, 801 SE Service Road, Southern Pines, NC 28387. Opening will not be public.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. The Town shall reserve the right to reject any or all proposals.

| Items                           | Unit            | Cost     |
|---------------------------------|-----------------|----------|
| Annual Base Fee                 | Lump Sum        |          |
| Bulk Chemical Purchase          | Lump Sum        |          |
| Repair Budget                   | Lump Sum        | \$75,000 |
| Transition Cost (one time cost) | Lump Sum        |          |
| <b>TOTAL LUMP SUM COST</b>      | <b>Lump Sum</b> |          |

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801 SE Service Road  
Southern Pines, NC 28387  
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## INSURANCE REQUIRED

### Limits of Liability in Thousands (000)

| <u>GENERAL LIABILITY</u><br><u>AGGREGATE</u>                         | <u>EACH PERSON</u> | <u>EACH OCCURRENCE</u> |
|----------------------------------------------------------------------|--------------------|------------------------|
| Personal Injury (Including Bodily Injury)                            | \$500              | \$500                  |
| Property Damage<br>or                                                |                    | \$500                  |
| Personal Injury (Including Bodily Injury) & Property Damage Combined |                    | \$1,000                |

### ***AUTOMOBILE LIABILITY***

|                                          |       |         |
|------------------------------------------|-------|---------|
| Bodily Injury                            | \$500 | \$500   |
| Property Damage<br>or                    |       | \$500   |
| Bodily Injury & Property Damage Combined |       | \$1,000 |

### \*OWNER'S PROTECTIVE LIABILITY

|                                                                      |       |         |
|----------------------------------------------------------------------|-------|---------|
| Personal Injury                                                      | \$500 | \$500   |
| Property Damage<br>Or                                                |       | \$500   |
| Personal Injury (Including Bodily Injury) & Property Damage Combined |       | \$1,000 |

\*This is a special additional policy written for this project which specifically indemnifies the Town of Southern Pines as the owner of this project.

### **WORKER'S COMPENSATION**

As required by law.

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Phone (910) 692-1983

STATE OF NORTH CAROLINA

E\_VERIFY AFFIDAVIT

COUNTY OF MOORE

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

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Phone (910) 692-1983

## NON-COLLUSION AFFIDAVIT

### LIMITED LIABILITY COMPANY

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

### SIGNATURE OF PREQUALIFIED BIDDER

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness  
Agent

---

Signature of Member/Manager/Authorized

*Select appropriate title*

---

Print or type Signer's name

---

Print or type Signer's Name

### AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

### NOTARY SEAL

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Signature of Notary Public

Of \_\_\_\_\_ County State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Public Works Department**  
801 SE Service Road  
Southern Pines, NC 28387  
Phone (910) 692-1983

# MEMO

**To:** Reagan Parsons, Town Manager

**From:** James Michel, PE Town Engineer/Assistant Public Works Director

**Date:** August 7, 2024

**Re:** Approval of Contract with Veolia Water Contract Operations USA, Inc.

The Town of Southern Pines has utilized a contract operator at its Water Treatment Plant since its opening in the 1980's. To ensure that Town continues to get the best value for this operation, the contract for operations will go out to Request for Proposals periodically. Following the most recent RFP, proposals were received on January 12, 2024 and Veolia Water Contract Operations USA, Inc provided the only proposal. Staff engaged with Veolia to review the proposal and found some cost savings through mutual agreement of both parties. Staff presented the results of the RFP process at the February 27, 2024 Work Session where the major changes in terms were discussed. The key changes are:

1. Chemical, internet, waste disposal, and SCADA cost were removed from the base fee and are now a direct pass through cost. This removed the variability risk to the contractor allowing a reduction in cost.
2. Annual adjustments are still based on a CPI, but are limited to 5% except for extreme conditions.
3. Maintenance of regulated dams are now included in the base fee cost.
4. The vendor is required to follow industry asset management standards and create long term cost projections for future budgeting and rate projections. This has always been done, but in a much less formal manner.

An evaluation of taking the operations in-house using Town staff was also reviewed at Work Session which projected the cost of in-housing being higher than the cost of the current proposal from Veolia. Council indicated they were good with the proposal and staff worked to finalize a new agreement with Veolia. Due to a recent ambiguous G.S. § 159-154, there was some confusion that the contract may have to go through an approval process with the Local Government Commission (LGC). A temporary extension of the existing agreement was executed and ratified by Town Council at the July 9, 2024 regular business meeting. Since then, the Town attorney has discussed with both the UNC School of Government and an LGC representative and confirmed that the proposed agreement did not need to go through the new approval process for the following reasons.

1. We do not find that the proposed agreement meets the definition of "control" in G.S. § 159-154(a)(3).
2. The Town retains authority over the revenues generated by the activity and retains *responsibility* for providing the service (emphasis added).
3. The Town retains the authority to establish rates.
4. We have determined that the Town is not granting to the third-party vendors "*responsibility* for operation and maintenance of a material portion of the assets and facilities" of the public enterprises (emphasis added). In the case of the water plant, the Town retains ultimate *responsibility* for, oversight of, and financing for the operations, maintenance, repairs, replacements, and future expansion of the Town-owned asset.
5. Nor are the third-party vendors given authority to manage any Town staff responsible for operation and maintenance of the assets and facilities.

This was confirmed in writing in an August 2, 2024 email from Assistant General Counsel Cynthia Aiken with the State Treasures Office. With the LGC matter cleared up, staff is asking Council to authorize the Town manager to execute the agreement to be effective September 1, 2024.



**ORDINANCE #3064**  
**AMEND THE TOWN OF SOUTHERN PINES CODE OF ORDINANCES**  
**Door-to-Door Solicitation**

**WHEREAS**, Southern Pines has a higher percentage of population over the age of 65 than most North Carolina communities, and

**WHEREAS**, the community values privacy, quiet enjoyment of their homes, and a sense of security, and

**WHEREAS**, the law allows communities to restrict door-to-door solicitation to reasonable hours, and to prohibit solicitation when the occupant of a residential dwelling posts a "no soliciting" or "no trespassing" sign.

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Town Council of the Town of Southern Pines, in regular session assembled on the 13<sup>th</sup> of August 2024:

**Section 1.** Chapter 114 of the Town Code is hereby amended by deleting Section 114.01 in its entirety and replacing it with the following:

114.01. Limitations on Door-to-Door Soliciting.

(A). No person may go upon residential premises for the purpose of door-to-door sales or solicitations of any kind after sunset, or 8:00 PM, whichever is earlier, or before 8:00 AM.

(B). No person shall go upon residential premises or attempt to reach the occupants of a residence by ringing a doorbell, knocking on a door, or otherwise attempting to gain the attention or presence of an occupant if there is posted any sort of notice to the effect of "no soliciting" or "no trespassing" or any other message that a reasonable person would understand to mean that the occupant does not want any uninvited persons to intrude on the peace and quiet of their residence.

(C). A violation of any provision of this Section is subject to the penalty provided in Section 10.99(A) of this Code.

**Section 2.** This ordinance shall be effective upon adoption.

I certify that this Ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting on August 13, 2024, as shown in the Minutes of the Town Council meeting for that date.

---

Elizabeth Robertson, Town Clerk

## **Agenda Item**

**To: Town Council**

**Via: BJ Grieve, Planning Director**

**From: Alaina Mallette, Senior Planner  
Mason Mattox, Planner I**

**Subject: Z-03-24: Request for an RS-1 Conditional Zoning  
District located at 255 South May Street**

**Date: August 13, 2024**

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### **I. SUMMARY OF APPLICATION REQUEST**

Katherine Rucker of Moore Montessori Community School, Inc, has submitted a request to rezone the properties from Facilities, Resources, and Recreation (FRR) and Residential Single-Family (RS-3) to Residential Single-Family (RS-1) Conditional Zoning District to expand educational services from the current elementary school to include nursery or preschool and middle school as well as add child day care. Some of the proposed conditions submitted by the applicant include limitations on operations and building architecture, landscaping, and site access and lighting. The application includes a narrative and property survey. The subject parcels are identified as PINs 858110360954, 858110362668, 858110362590, 858110364563, 858110364685, 858110365565, 858110366266, 858110367340, 858100367487 (PARID 36865, 39178, 39168, 39769, 39770, 39176, 991759, 31532, 94000217) totaling 10.96 acres. The parcels are located between S May St and S Weymouth Rd, between E Massachusetts Ave and E New York Ave.

### **II. PLANNING BOARD RECOMMENDATION**

On July 18, 2024, the Town of Southern Pines Planning Board convened to hold a public hearing regarding application Z-03-24. The public hearing was opened and concluded on the same day. Planning staff presented a brief description of the subject parcel, additional materials submitted since completing the staff report, and staff's updated recommendation of approval with applicant's July 16, 2024, proposed conditions. Following staff's comments, Katherine "Katie" Rucker, the Applicant, gave an overview of their request.

The Planning Board asked and the Applicant responded to questions. The Applicant stated that the Boys and Girls Club will continue using the facilities, the day care will be privately run, and that they have capacity for 600 children, but that they do not plan to have more than 400 children in school and 24 children in day care. Regarding parking, the Applicant verified that only one facility (i.e., auditorium, the gymnasium, or the play fields) will be used at a time for education-related events for children. In the event that additional parking is needed, the Applicant stated that it would secure a shared or satellite parking agreement.

Regarding day care access, the Applicant stated that they met with representatives from the Fire Department on July 12, 2024, who verified that the access was up to Fire Code.

Lastly, the Applicant was asked if they agreed to the drafted conditions created by Planning Staff based on their meeting with the Applicant on July 16, 2024, and as sent to the Planning Board via email that same day. The Applicant stated that they did agree. After closing the public hearing, a motion was made by Monica Harvey and seconded by Andy Bleggi. The motion stated that after reviewing the request and considering the criteria for approval (i.e., UDO §2.17.9), the proposed conditional zoning district is consistent with the 2040 Comprehensive Plan for the reasons set forth in Attachment 1 of staff report Z-03-24 and therefore, to recommend approval of Z-03-24 to the Town Council with “and submitted to the Town of Southern Pines for review” added to proposed Condition 6. The motion carried by a vote of 5-0.

### **III. PROJECT INFORMATION**

#### **A. Physical Address**

225 S May St  
Southern Pines, NC 28387

#### **B. Applicant and Property Owner**

Moore Montessori Community School, INC  
387 W Pennsylvania Ave  
Southern Pines, NC 28387

#### **C. Existing Zoning**

The majority of the subject property is zoned Facilities Resources Recreation (FRR) with a small portion zoned Residential Single-Family (RS-3). See Figure 1 below. The FRR zoning designation was historically applied to schools and other civic land uses that were established prior to the adoption of zoning regulations. The main building was built in 1908 and was the site of the first school in Southern Pines for all grades. Moore Montessori Community School acquired the subject property from Moore County Schools in 2021, which had been operating as an elementary school. The site has been operating as an elementary charter school ever since. The property is also within the Watershed Protection Overlay District (specifically, the Protected Area).

#### **D. 2040 Comprehensive Plan Designation for Future Land Uses**

##### *General Framework*

The parcels are located in an “Area to Enhance” designation, which is meant to promote infill development/redevelopment through “precise, tactical” changes. These changes should be “sensitive” to adjacent properties within neighborhoods, and should “provide jobs and services for those nearby residents and the larger community.”

##### *Conservation and Development/Character District*

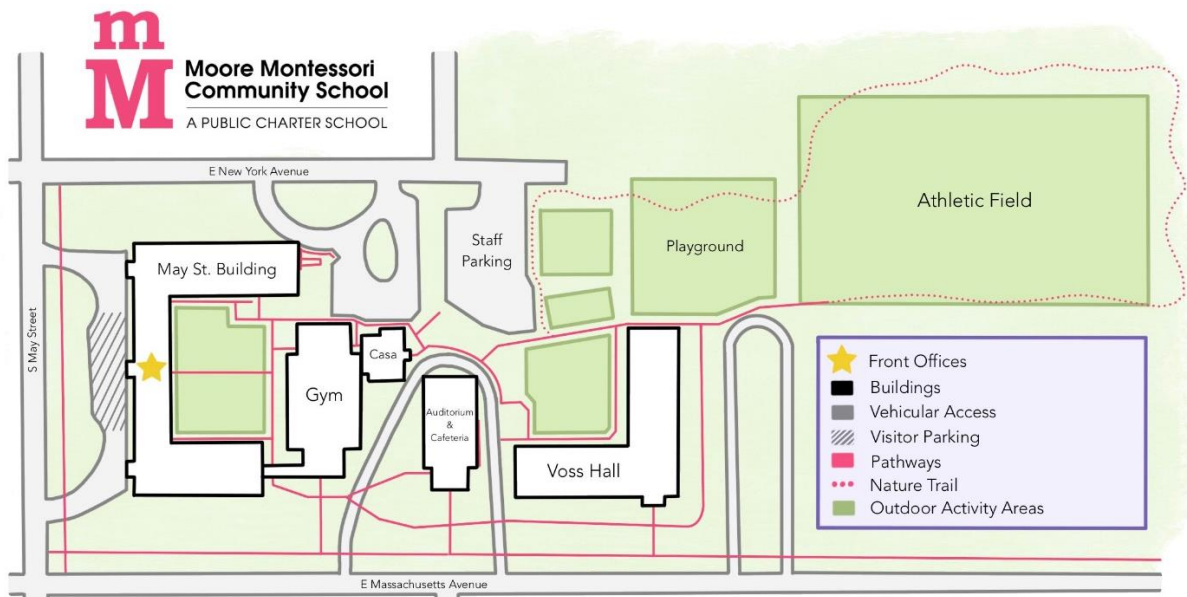
The area is located in the “Neighborhood” area and the “Downtown Adjacent Neighborhood” and “Hamlets” character districts, which seek to establish limited “civic or neighborhood-supporting non-residential uses.”



**Figure 1. Vicinity Zoning Map**



**Figure 2. Moore Montessori Community School Campus Map**





## IV. STAFF REVIEW

### 1. Application Review Dates

Application Submitted: **June 10, 2024**

Additional Information Submitted: **July 11, July 16, and July 17, 2024**

Application Determined Complete: **June 17, 2024**

TRC Review: **June 18, June 25, and July 9, 2024**

Planning Staff Site Visit: **June 25, 2024 and July 10, 2024<sup>1</sup>**

Fire Department Staff Site Visit: **July 12, 2024**

Planning Board Public Hearing Notice

Publication: **July 3 & July 10, 2024** Signage: **June 28, 2024**

Mail: **June 28, 2024** Internet: **June 27, 2024**

Planning Board Regular Meeting: **July 18, 2024**

Town Council Regular Meeting: **August 13, 2024**

Publication: **July 31 & August 7, 2024** Signage: **June 28, 2024**

Mail: **July 29, 2024** Internet: **July 26, 2024**

### 2. Staff Consistency Evaluation Based on Criteria for the Rezoning of Subject Parcel for Zoning Map Amendment Review per UDO § 2.17.9<sup>2,3</sup>

*(A) Consistency. Rezoning shall be consistent with the adopted Comprehensive Plan.*

Consistency with Policy 6.1, Identify New or Expanded Community Facilities Needed to Serve Future Residents When Reviewing Major Development Applications. This policy advises decision makers to consider future year needs when reviewing development applications. The community growth projections for the 2022 to 2040 horizon consider the addition of 8,175 people to the Southern Pines community. With this growth, the community can anticipate a need to supporting infrastructure, such as schools, daycares, and multipurpose facilities.

The policy continues to recommend that “(re)development of a property affords the opportunity to make new street connections that lowers congestion on nearby roads,” and that “the town should ask development applicants to consider some of these needs in their site concept plans.” The UDO defines development to include “the initiation or substantial change in the use of land or the intensity of use of

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<sup>1</sup> To capture photos in Attachment 5

<sup>2</sup> When reviewing an application for zoning, the Town Council shall consider and be guided by the following criteria, as set forth in UDO §2.17.9 and outlined below. Furthermore, additional standards are expected of a conditional zoning district—a reclassification of property subject to specific conditions that ensure compatibility of the use with the use and enjoyment of neighboring properties—such as the one being proposed by the applicant. Conditional zoning is voluntary.

<sup>3</sup> Approval of a conditional zoning district approves a specific use with reasonable conditions that mitigate the negative impacts of the proposed development and ensure compatibility with the surrounding area. Only conditions approved by the Town Council and consented to by the petitioner in writing may be incorporated into the conditional zoning district. If the applicant ever wishes to change an approved condition, they must follow the same rezoning procedure required to amend the official zoning map unless considered a minor change per UDO §2.17.11(K).

land.” Therefore, the addition of a middle school, preschool, and day care center as permitted land uses qualifies the rezoning as “development.”

Town Staff asked the applicant to provide some clarity on how they anticipate managing traffic congestion and blocked driveways during peak drop off and pick up times based on the proposed mix of land uses, and the Applicant has amended their conditions to address these concerns (see proposed Conditions 3 and 6 in Attachment 3), including the removal of “Public fitness, recreational sports, gym, athletic club, multipurpose facility” from their list of permitted uses.

Consistency with Policy 8.2, Protect Strategic Mobility Corridors in the Community. This policy states that May Street, as a mobility corridor, must be protected and even enhanced to ensure safe and efficient transportation movements, especially considering the projected growth expected within the Town. To do so, the policy encourages better access management and design standards related to ingress/egress to sites and circulation around and through sites. Agency comment from the NC Department of Transportation also spoke to this shared goal (see Attachment 6). No traffic or operational plan was submitted as part of the application, but the Applicant did suggest Condition 5 that states that site access will remain at the current locations and that no additional points of ingress or egress shall be provided, which appeared to be acceptable to NC Department of Transportation.

Consistency with the 2040 Comprehensive Plan Maps. The application is consistent with the General Framework Map (designating the site as an Area to Enhance), the Conservation and Development Map (designated as Neighborhood), and Character Districts Map (with the Main Classroom Building, Gymnasium, Day Care Building, and Auditorium designated as Downtown Adjacent Neighborhood; and the Voss Building, Basketball Court, and Play Field designated as The Hamlets). These designations call for the properties to be provide neighborhood-supporting services for nearby residents and community while remaining residential in character. In summary, considering the projected community growth, the proposed land uses would provide supporting infrastructure and is, generally, consistent with the relevant maps.

***(B) Adverse Impacts on Neighboring Lands.*** *The Hearing Body shall consider the nature and degree of an adverse impact upon neighboring lands. Lots shall not be rezoned in a way that is substantially inconsistent with the uses of the surrounding area, whether more or less restrictive. The Town finds and determines that vast acreages of single-use zoning produces uniformity with adverse consequences, such as traffic congestion, air pollution, and social alienation. Accordingly, rezonings may promote mixed uses subject to a high degree of design control.*

As required per UDO 2.17.4, planning staff consulted with the Technical Review Committee (TRC) on June 18, 2024 and prepared a list of reasonably foreseeable adverse impacts on neighboring lands resulting from the proposed mix of land uses and provided them to the Applicant on June 26, 2024. Considering the incomplete survey, Planning staff scheduled an on-site meeting with the Applicant to discuss their campus plans. Based on this meeting and a second site visit on July 10, 2024,

Planning staff created a mark-up version of the Applicant's survey and collected photos of each building's elevation for future reference (see Attachment 5).

On July 16, 2024 Planning staff met with the Applicant and her associate Kathryn Hall of The Garden Montessori to discuss drafted conditions, which addressed the adverse impacts on neighboring land uses and safety, health, and welfare concerns. The Planning Board added language to those drafted conditions, which were agreed to by the Applicant at the public hearing on July 18, 2024. It is important to note that all conditions of a Conditional Zoning District must be voluntarily accepted by the Applicant per NCGS §160D-703(b).

**(C) *Suitability as Presently Zoned.*** *The Hearing Body shall consider the suitability or unsuitability of the Tract for its use as presently zoned. This factor, like the others, should be weighed in relation to the other standards, and instances can exist in which the land may be rezoned to meet public need, to reflect substantially changed conditions in the neighborhood, or to effectuate important goals, objectives and policies of the Comprehensive Plan or UDO.*

As presently zoned, all land uses permitted in FRR are permitted on the parcel as by-right land uses. Elementary schools and middle schools are permitted by conditional zoning district, and day cares and preschools are not permitted at all. Moore Montessori Community School acquired the property in 2021 from Moore County Board of Education (i.e., public school system), which operated as a public elementary school without day care. To the best of planning staff's knowledge and research, Southern Pines Elementary did not include preschool programming, middle school programming, nor day care services. Therefore, the proposed expansion of land uses necessitates the conditional rezoning process.

**(D) *Health, Safety, and Welfare.*** *The amending ordinance must bear a substantial relationship to the public health, safety or general welfare, or protect and preserve historical and cultural places and areas. The rezoning may be justified, however, if a substantial public need or purpose exists, even if the private owner of the Tract will also benefit.*

On July 12, 2024, the Applicant met with members of the Fire Department on site to discuss campus plans and how they relate to health, safety, and welfare (addressed in Fire Code). Fire Marshal Ken Skipper's follow-up notes can be read in Attachment 6. At that time and in the July 16, 2024 follow-up meeting with Planning staff, the Applicant opted to remove public multipurpose facilities from their list of permitted land uses. Additionally, the Fire Department acknowledged that the old driveway South of the Voss classrooms/building and adjacent to the play field used as informal parking could either block or stall emergency access to the play field or that informal parking area.

**(E) *Public Policy.*** *Certain public policies in favor of the rezoning may be considered. Examples include a need for affordable housing, economic Development, mixed-*

use Development, or sustainable environmental features, which are consistent with neighborhood, area, or specific plans.

See comments under **Consistency**. The proposed expansion of land uses does not appear to be in direct conflict with any stated public policies.

**(F) Size of Tract.** *The Hearing Body shall consider the size, shape, and characteristics of the Tract in relation to the affected neighboring lands. Amendatory ordinances shall not rezone a single Lot when there have been no intervening changes or other saving characteristics. Proof that a small Tract is unsuitable for use as zoned, or that there have been substantial changes in the immediate area, may justify ordinance rezoning.*

The rezoning is for nine lots totaling 10.96 acres adjacent to downtown Southern Pines, which was previously owned and run by the public school system and now owned by a private charter school. The size of the tract is adequate to accommodate the mix of proposed land uses.

**(G) Other Factors.** *The Hearing Body may consider any other factors relevant to a rezoning application under state law.*

Water utility lines run through the site (see Figure 3 and Attachment 6 for more details). The Applicant is not proposing any site modifications currently, however, any future demolition and/or site improvements must consider the location of the water line utility easement.

**Figure 3. Map Showing Location of Water Main Lines (Blue) Crossing between the Auditorium Building and the Voss Classrooms/Building**



*(H) **Applicant Representations.** Except for rezoning requests submitted in accordance with the provisions herein for conditional zoning districts, the Hearing Body shall not consider any representations made by the petitioner that, if the change is granted, the rezoned property will be used for only one of the possible range of uses permitted in the requested classification. Rather, the Hearing Body shall consider whether the entire range of permitted uses in the requested classification is more appropriate than the range of uses in the existing classification.*

The rezoning request is for a conditional zoning district to add three additional permitted land uses to the property as depicted in the attached site plan (see Attachment 4) with distinct conditions (see page 3 of Attachment 3). Therefore, the Town Council may review and consider the applicant's representations.

### **3. Outside Agency Comments**

A request for comments was emailed to agencies on May 29, 2024. Agencies notified include Town of Southern Pines Streets, Public Works, Utilities, Fire, Recreation and Parks, and Engineering departments, the Regional Land Use Advisory Commission (RLUAC), United States Fish and Wildlife Services (US FWS), the Moore County Airport, and the North Carolina Department of Transportation (NCDOT). The following comments were received.

- On July 9, 2024, DeAngelo J. Jones, Senior Assistant District Engineer of the North Carolina Department of Transportation's Division of Highways – Division 8, District 2, wrote: "...[T]here are 2 existing accesses on May Street which connect to a limited amount of parking, while the main accesses are from the side streets, Massachusetts Ave. and New York Ave. I would recommend keeping these conditions even if there are changes to school site. There should not be any significant increase in parking availability along May Street. If the plan is to demo and change the site then the access connections should change on May Street creating more separation from the intersections, possibly decreasing to one main access connection on May Street. No permits will be required for any proposed accesses from New York Ave. or Massachusetts Ave. which are not State-maintained roads." This concern appears to have been addressed by alternative conditions proposed by planning staff. Mr. Jones followed up and said that there is no NCDOT permitting required, at this time, based on the materials Planning staff shared.
- On June 19, 2024, Town of Southern Pines Fire Marshal Ken Skipper wrote that a design professional must conduct a Building and Fire Code evaluation to determine what upgrades may be needed to allow public assembly in the school's facilities, which was communicated to the Applicant via email on June 20, 2024, in person on June 25, 2024, and again via email on June 26, 2024. On July 12, 2024, the Fire Marshal met on site with the Applicant who agreed to only permit education-related events for children and remove public multipurpose facilities as a permitted land use.
- On June 26, the Town of Southern Pines Utilities Superintendent Ron Istre shared that there is an easement surrounding 8" and 16" water mains lines,

which cross PARID 39178 from E Massachusetts Ave to E New York Ave. The information was provided to the Applicant. The Technical Review Committee clarified that no infrastructure has to be moved, but any future site changes would have to happen outside of the easement.

- Vagn K. Hansen II, AICP, Executive Director of the Regional Land Use Advisory Commission, wrote that he had no comment on June 27, 2024.

#### 4. Staff Recommendation

Planning staff recommend that the hearing bodies approve the Residential Single-Family (RS-1) Conditional Zoning District (i.e., file #Z-03-24) for Parcel IDs 36865, 39178, 39168, 39769, 39770, 39176, 991759, 31532, 94000217 to include the following conditions consented to by the Applicant at the Planning Board Public Hearing:

- **Condition 1.** Permitted uses are restricted to Nursery or Preschool Educational Services (i.e., LBCS 6110); Elementary Grade School Educational Services (i.e., LBCS 6121); Middle or Junior Grade School Educational Services (i.e., LBCS 6122); and child day care social services (i.e., LBCS 6562) and education-related accessory uses for children that are subordinate to the educational services and serving a purpose incidental to the educational services.
- **Condition 2.** The shape and structure of the existing buildings shall not be altered. Any future exterior renovations shall be designed in the original or 2024 character of the existing buildings as shown in Attachment 9 in the July 18, 2024, Planning Department Staff Report.
- **Condition 3.** The educational services and child day care drop-off and pick-up times shall be offset with adjacent schools to avoid traffic congestion. Traffic patterns may be adjusted from time to time to accommodate unforeseen modifications to traffic patterns surrounding the site and to provide additional efficiency.
- **Condition 4.** Current landscaping and lighting shall be retained. Any additional landscaping or lighting shall meet the town's Unified Development Ordinance (UDO) Landscaping Code and Lighting Code requirements.
- **Condition 5.** Site access shall remain at the current locations. No additional points of ingress or egress shall be provided.
- **Condition 6.** The auditorium, gym, and play fields shall not be permitted to be used all at the same time nor any combination thereof considering the high parking demand and insufficient parking available on-site and on-street unless a parking plan to address such issues is created (i.e., shared parking, satellite parking, one-site parking, and on-street parking as described in UDO §4.5.10, §4.5.11, and §4.5.12) and submitted to the Town of Southern Pines for review.

#### V. ATTACHMENTS

The following materials are provided as attachments to this staff memorandum:

1. Signed Planning Board Resolution to Adopt a Written Recommendation

2. Zoning Map Amendment Application
3. Narrative and Proposed Conditions
4. Site Survey Mark Up and Maps (Staff created and pulled from online)
5. Building Precedents (Staff created and pulled from staff resources)
6. Agency Comments

Additional documents related to this application including (but not limited to) property deeds, email correspondence, meeting minutes and adjacent property notification records are on file in the Town of Southern Pines Planning Office and available for public inspections during normal business hours.

## **VI. TOWN COUNCIL ACTION<sup>4</sup>**

To assist the Town Council, town staff have prepared the following draft motions consideration, modification as necessary, and adoption.

\* \* \*

**I move that after reviewing the proposed rezoning and the criteria for consideration of zoning amendments, and after considering the comments received at the Town Council's public hearing and the Planning Board's written recommendation:**

- 1. The proposed amendment to the Town of Southern Pines Zoning Map is reasonable, in the public interest, and consistent with the current character of the South May Street and Weymouth Road North neighborhoods and the criteria set forth in the Town of Southern Pines Unified Development Ordinance §2.17.9 considering the need for supporting civic, neighborhood-supporting uses and infrastructure within the town. The General Framework Map, the Conservation and Development Map, and Character District Map designate the subject parcel as an Area to Enhance for Neighborhood development with the Downtown Adjacent Neighborhood and Hamlets character, respectively, which is consistent with the rezoning request. Therefore, the requested Residential Single-Family (RS-1) Conditional Zoning District is a reasonable request for the reasons mentioned above, within the staff report for application Z-03-24, and the Planning Board's written recommendation.**

**And, therefore, I move to:**

- 1. Approve Z-03-24 as set forth in attachments to staff report Z-03-24.**

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<sup>4</sup> A request for a zoning map amendment approval is a request for a rezoning. Per North Carolina General Statute 160D-601(a), before adopting the rezoning, the Town Council shall hold a legislative hearing. Per North Carolina General Statute 160D-605(a) the Town Council shall also approve a statement addressing consistency or inconsistency with the 2040 Comprehensive Plan. Furthermore, per North Carolina General Statute 160D-605(b), the Town Council must also approve a statement about the reasonableness of the rezoning and shall approve a brief statement describing whether its action is consistent with an adopted comprehensive plan.



**PLANNING BOARD  
RESOLUTION TO ADOPT A WRITTEN RECOMMENDATION  
FOR ZONING MAP AMENDMENT APPLICATION  
FOR A CONDITIONAL ZONING DISTRICT  
Z-03-24**

**WHEREAS**, Section 160D-701 of the North Carolina General Statutes specifies that zoning regulations shall be made in accordance with a comprehensive plan and shall be designed to protect the public health, safety and general welfare; and

**WHEREAS**, Section 160D-604 of the North Carolina General Statutes specifies that the Planning Board shall, with any ordinance amendment or zoning map amendment, advise and comment on whether the proposed action is consistent with the adopted comprehensive plan and on other matters as deemed appropriate by the Planning Board, and that the Planning Board shall provide this in the form of a written recommendation to the Town Council; and

**WHEREAS**, the Planning Board has reviewed the proposed zoning map amendment—which includes the written staff report and application materials showing the proposed district boundaries, and has conducted a public hearing on July 18, 2024, to listen to public comments, ask questions of the Town’s planning staff, and consider zoning map amendment application #Z-03-24.

**NOW, THEREFORE BE IT RESOLVED** that the Planning Board finds and recommends to the Town Council that the proposed amendment to the Town of Southern Pines Zoning Map is reasonable, in the public interest, and consistent with the current character of the South May Street and Weymouth Road North neighborhoods and the criteria set forth in the Town of Southern Pines Unified Development Ordinance §2.17.9. The Planning Board recommends that the Town Council approve the zoning map amendment request for the subject parcels, identified as PINs 858110360954, 858110362668, 858110362590, 858110364563, 858110364685, 858110365565, 858110366266, 858110367340, 858100367487 (PARID 36865, 39178, 39168, 39769, 39770, 39176, 991759, 31532, 94000217) totaling 10.96 acres. The parcels are located between S May St and S Weymouth Rd, between E Massachusetts Ave and E New York Ave.

The proposed zoning amendment is consistent with the Town of Southern Pines 2040 Comprehensive Plan, particularly with Policy 6.1 and Policy 8.2, which advises decision makers to consider future needs when reviewing development applications, especially along May Street, a strategic mobility corridor. The community growth projections for the 2022 to 2040 horizon consider the addition of 8,175 people to the Southern Pines community. With this growth, the community can anticipate a need for supporting infrastructure, such as schools, daycares, and multipurpose facilities. Future development growth along May Street must address North Carolina



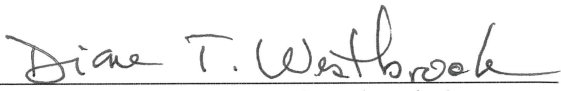
Department of Transportation concerns and avoid congestion along the May Street corridor. The Applicant does not propose pick-up or drop-off lanes, parking, or additional or modified points of ingress and egress along May Street.

The proposed conditions, as modified by the Applicant and Planning Department and agreed to by the Applicant at the July 18, 2024 public hearing, on the RS-1 redistricting are consistent with the intent of the Area to Enhance designation on the General Framework Map, the Neighborhood designation on the Conservation and Development Map, as well as the Neighborhood and Hamlet designations on the Character District Map. The proposed conditional zoning district will retain existing landscaping, architecture, and points of ingress and egress from public roads. Lastly, considering the final agreed-upon conditions, the Planning Board found that reasonably foreseeable adverse impacts on neighboring lands or on general health, safety, and welfare were appropriately addressed.

The Planning Board recommends the Town Council adopt this zoning amendment (i.e., #Z-03-24), which rezones the properties from Facilities, Resources, and Recreation and Residential Single-Family (30,000 square foot lot minimum) zoning districts to Residential Single-Family (10,000 square foot lot minimum) Conditional Zoning District with the following conditions to which the applicant has consented:

- **Condition 1.** Permitted uses are restricted to Nursery or Preschool Educational Services (i.e., LBCS 6110); Elementary Grade School Educational Services (i.e., LBCS 6121); Middle or Junior Grade School Educational Services (i.e., LBCS 6122); and child day care social services (i.e., LBCS 6562) and education-related accessory uses for children that are subordinate to the educational services and serving a purpose incidental to the educational services.
- **Condition 2.** The shape and structure of the existing buildings shall not be altered. Any future exterior renovations shall be designed in the original or 2024 character of the existing buildings as shown in Attachment 9 in the July 18, 2024, Planning Department Staff Report.
- **Condition 3.** The educational services and child day care drop-off and pick-up times shall be offset with adjacent schools to avoid traffic congestion. Traffic patterns may be adjusted from time to time to accommodate unforeseen modifications to traffic patterns surrounding the site and to provide additional efficiency.
- **Condition 4.** Current landscaping and lighting shall be retained. Any additional landscaping or lighting shall meet the town's Unified Development Ordinance (UDO) Landscaping Code and Lighting Code requirements.
- **Condition 5.** Site access shall remain at the current locations. No additional points of ingress or egress shall be provided.
- **Condition 6.** The auditorium, gym, and play fields shall not be permitted to be used all at the same time nor any combination thereof considering the high parking demand and insufficient parking available on-site and on-street unless a parking plan to address such issues is created (i.e., shared parking, satellite parking, one-site parking, and on-street parking as described in UDO §4.5.10, §4.5.11, and §4.5.12) and submitted to the Town of Southern Pines for review.

**ADOPTED** this the 18<sup>th</sup> day of July, 2024.



Diane T. Westbrook, Chairwoman

**ATTEST:**



Cindy Williams

Secretary to the Planning Board





## Conditional Zoning District Application

Fee: \$1,500.00

Date Received: \_\_\_\_\_

Case No.: Z-\_\_\_\_-\_\_\_\_

### Project Information:

Street Address: **255 S May Street, Southern Pines NC 28387**

PIN: **60954, 62668, 62590, 64563, 64685,** Parcel ID: **36865, 39178, 39168, 39769, 39770, 39176,**  
**65565, 66266, 67340, 9400217** **991759, 31532, 367487**

Site Size: **10.96 Acres**

Current Zoning: **FRR**

### Applicant:

Name(s): **Moore Montessori Community School, Inc**

Email: **katherine.rucker@mooremontessori.org** Phone: **910-636-1325**

Mailing Address: **255 S May Street, Southern Pines NC 28387**

### Authorized Agent, if different from Applicant:

Name(s): \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Name(s): \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

5/1/24

**TO THE TOWN OF SOUTHERN PINES PLANNING BOARD AND TOWN COUNCIL:**

I, the undersigned, do hereby make application to and petition the Planning Board and Town Council to approve a zoning map amendment to **the Moore Montessori Community School campus at 255 S May Street** - Conditional Zoning District per the requirements of the Town of Southern Pines Unified Development Ordinance (UDO) §2.17. The information included is submitted in support of this application. I grant Town of Southern Pines staff, Planning Board and Town Council access to the subject property/properties while this zoning map amendment application is under review.

Date: June 6, 2024

*Katherine Rucker*

Applicant

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

5/1/24

## Narrative and List of Conditions

### A. Consistency

- a. As noted within the Southern Pines 2040 Comprehensive Plan, the shared vision for Southern Pines states two of the most important priorities as a “town rooted in history” and a “town rooted in community” (pg. 7). By saving this property, Moore Montessori Community School purchased and continued the use of the property as a school for local families. This purchase and subsequent usage additionally supported the Land Use section of the Southern Pines 2040 Comprehensive Plan (pg. 33) by “*promot(ing) a sense of place, social interaction, (and) community-building*”.
- Designating the Moore Montessori Community School Campus as an RS-1 Conditional Zoning District would further allow for the “*development of unique activity centers throughout the community*” and “*make the entire community more vibrant and connected*”(Southern Pines 2040 Comprehensive Plan, pg. 33). It would also support the Infrastructure Goal of expanding community facilities (Chapter 3, Policy 6.1) by providing both current and future opportunities for daycare, elementary school, middle school, and recreational facilities. As many young families have been drawn to the area in recent years, this zoning update would be a great way for Southern Pines to further stand apart in their ability to meet the unique needs of young families with these services.

### B. Adverse Impacts on Neighboring Lands

- a. Per the Southern Pines 2040 Comprehensive Plan, “*Neighborhoods should be primarily residential in nature, but may include limited civic (e.g., church, school, or small community center) or neighborhood-supporting non-residential uses.*” (pg. 52). Designating the Moore Montessori Community School campus as an RS-1 Conditional Zoning District is consistent with its current use as an educational setting for young children. This opportunity will solely expand the age ranges of children that can be served on the campus and increase the service to the Community through use of its recreational facilities.

### C. Suitability as Presently Zoned

- a. Designating the Moore Montessori Community School campus as an RS-1 Conditional Zoning District is consistent with its current use as an educational setting for young children. This opportunity will solely expand the age ranges of children that can be served on the campus and increase the service to the Community through use of its recreational facilities.

### D. Health, Safety and Welfare

- a. There will be no physical changes to the building structures on the campus. This allows for the preservation of the current physical building as it was originally built to protect and maintain Historic Structures in Southern Pines.

### E. Public Policy

- a. Designating the Moore Montessori Community School campus as an RS-1 Conditional Zoning District is consistent with its current use as an educational setting for young children. This opportunity will solely expand the age ranges of children that can be served on the campus and increase the service to the Community through use of its recreational facilities.

### F. Size of Tract – Please see Deed and Survey Notes

### G. Other Factors – Not Applicable

### H. Applicant Representations – Conditions offered by Moore Montessori Community School, Inc

- a. That the only land use allowed will be to include childcare/daycare services and recreational facility usage in addition to the current educational programs on site. All land uses permitted are indicated below:

Staff Note: The Applicant, with the Planning Department and Planning Board's recommendations, proposed new conditions on July 18, 2024 during the Planning Board public hearing. The final proposed conditions are on following pages.

| i. Land Use |                                                                         | LBCS Code |
|-------------|-------------------------------------------------------------------------|-----------|
| 1.          | Fitness, recreational sports, gym, athletic club, multipurpose facility | 5370      |
|             | a. public facilities                                                    | 5371      |
| 2.          | Educational Services                                                    | 6100      |
|             | a. Nursery or preschool                                                 | 6110      |
|             | b. Grade school                                                         | 6120      |
|             | c. elementary                                                           | 6121      |

- d. middle or junior
- e. child daycare

6122  
6562

- b. That the exterior architecture of the existing buildings will not be altered. Any future renovations be designed in the same character or complement the existing architecture.
- c. That the Hours of Operation and traffic patterns will coincide with the existing Hours of Operation and traffic patterns of Moore Montessori Community School. Traffic patterns may be adjusted from time to time to accommodate unforeseen modifications to traffic patterns surrounding the site and to provide additional efficiency.
- d. That there will be no additional parking added.
- e. Current landscaping and buffering will be retained. Any additional landscaping will meet the town's Unified Development Ordinance (UDO) requirements.
- f. Any additional signage for on-site buildings, wayfinding or operating facilities will follow UDO standards and be permitted with the Town of Southern Pines.
- g. Site access will remain at the current locations. No additional vehicular entry points will be provided.
- h. Lighting will remain in place. Lights may be added to increase safety and security on site as permitted by the Town's UDO.

**Applicant's Final Proposed Conditions (Based on July 16, 2024, Discussion with Planning Staff and with Planning Board's Recommended Edits)**

- **Condition 1.** Permitted uses are restricted to Nursery or Preschool Educational Services (i.e., LBCS 6110); Elementary Grade School Educational Services (i.e., LBCS 6121); Middle or Junior Grade School Educational Services (i.e., LBCS 6122); and child day care social services (i.e., LBCS 6562) and education-related accessory uses for children that are subordinate to the educational services and serving a purpose incidental to the educational services.
- **Condition 2.** The shape and structure of the existing buildings shall not be altered. Any future exterior renovations shall be designed in the original or 2024 character of the existing buildings as shown in Attachment 9 in the July 18, 2024, Planning Department Staff Report.
- **Condition 3.** The educational services and child day care drop-off and pick-up times shall be offset with adjacent schools to avoid traffic congestion. Traffic patterns may be adjusted from time to time to accommodate unforeseen modifications to traffic patterns surrounding the site and to provide additional efficiency.
- **Condition 4.** Current landscaping and lighting shall be retained. Any additional landscaping or lighting shall meet the town's Unified Development Ordinance (UDO) Landscaping Code and Lighting Code requirements.
- **Condition 5.** Site access shall remain at the current locations. No additional points of ingress or egress shall be provided.
- **Condition 6.** The auditorium, gym, and play fields shall not be permitted to be used all at the same time nor any combination thereof considering the high parking demand and insufficient parking available on-site and on-street unless a parking plan to address such issues is created (i.e., shared parking, satellite parking, on-site parking, and on-street parking as described in UDO §4.5.10, §4.5.11, and §4.5.12) and submitted to the Town of Southern Pines for review.



**From:** [Katherine Rucker](#)  
**To:** [Mason Mattox](#)  
**Subject:** Re: Montessori  
**Date:** Thursday, July 11, 2024 2:52:52 PM  
**Attachments:** [Daycare Outdoor Space MMCS with gate notations.png](#)  
[Draft Conditions MMCS edits.docx](#)

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Mason,  
Attached are our revisions. I've also included the image with the outdoor space noted. Let me know the next steps. You can call me on my cell anytime: 910-639-0067. Thank you!  
Katie

Katherine Rucker  
Head of School  
910-636-1325  
Moore Montessori Community School  
[www.mooremontessori.org](http://www.mooremontessori.org)

On Wed, Jul 10, 2024 at 12:53 PM Mason Mattox <[MMattox@southernpines.net](mailto:MMattox@southernpines.net)> wrote:

Attached are Draft Conditions for your review.

Looking forward to our chat at 4:00!

Best,

**From:** [Kathryn Hall](#)  
**To:** [Katherine Rucker](#)  
**Cc:** [Alaina Mallette](#); [Mason Mattox](#)  
**Subject:** Re: Meeting with Moore Montessori  
**Date:** Wednesday, July 17, 2024 4:11:26 PM

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My apologies, my math was miscalculated initially due to the online calculator I was using but I recalculated by hand and we are still good to go per UDO. I was trying to imagine that many students in the space and could not so wanted to recheck.

Total square footage of the back office and front classrooms combined: 1, 642.29 sq ft  
Total square footage of the classrooms where the children are approved to be per Fire Department: 966.29 sq ft. This would allow for a total of 27 students without outdoor space provided and 38 students with the additional outdoor space

*Kathryn*

On Wed, Jul 17, 2024 at 3:58 PM Kathryn Hall <[kathryn@thegardenmontessori.org](mailto:kathryn@thegardenmontessori.org)> wrote:  
WAIT! Let me check my math again, I need to brush up on my square feet math!

*Kathryn*

On Wed, Jul 17, 2024 at 3:54 PM Kathryn Hall <[kathryn@thegardenmontessori.org](mailto:kathryn@thegardenmontessori.org)> wrote:  
Good Afternoon,

Sincerest apologies on the delay in getting this information out but I was able to measure this afternoon and we are still more than able to meet Requirements B and F in the UDO. I have included the numbers below:

Total square footage of the back office and front classrooms combined: 1, 937 sq ft  
Total square footage of the classrooms where the children are approved to be per Fire Department: 1, 302 sq ft. This would allow for a total of 37 students without outdoor space provided and 52 students with the additional outdoor space.

We will be working on a fencing plan and will submit a Fence Permit outside of the Conditional Zoning process.

Please let me know if you have any questions or if there is anything more you may need from me. I look forward to seeing you all tomorrow evening!

*Kathryn*

On Tue, Jul 16, 2024 at 4:37 PM Kathryn Hall <[kathryn@thegardenmontessori.org](mailto:kathryn@thegardenmontessori.org)> wrote:  
Good Afternoon,

Thank you again not only for meeting this afternoon but for all of the time you have spent meeting and working with us on this Conditional Zoning Process thus far! I wanted to send along the square footage information requested:

1 - Building Interior: 2,464 total sqft (as noted on Moore County Real Property Search as of July 10 2024). This would satisfy Requirements B and F in the Southern Pines UDO for Day Care Centers.

2 - Outdoor Play Space as noted in the provided diagram - 2.861 sqft. This would satisfy Requirement C in the Southern Pines UDO for Day Care Centers.

*Kathryn*

On Tue, Jul 16, 2024 at 11:29 AM Katherine Rucker  
<[katherine.rucker@mooremontessori.org](mailto:katherine.rucker@mooremontessori.org)> wrote:

We are happy to come to you!

Katherine Rucker  
Head of School  
910-636-1325  
Moore Montessori Community School  
[www.mooremontessori.org](http://www.mooremontessori.org)

On Tue, Jul 16, 2024 at 11:20 AM Alaina Mallette <[amallette@southernpines.net](mailto:amallette@southernpines.net)>  
wrote:

Hi Katie and Kathryn,

Today at 3:00 p.m. would work. Would you prefer meeting at MMCS, our offices,  
or a coffee shop?

Best,

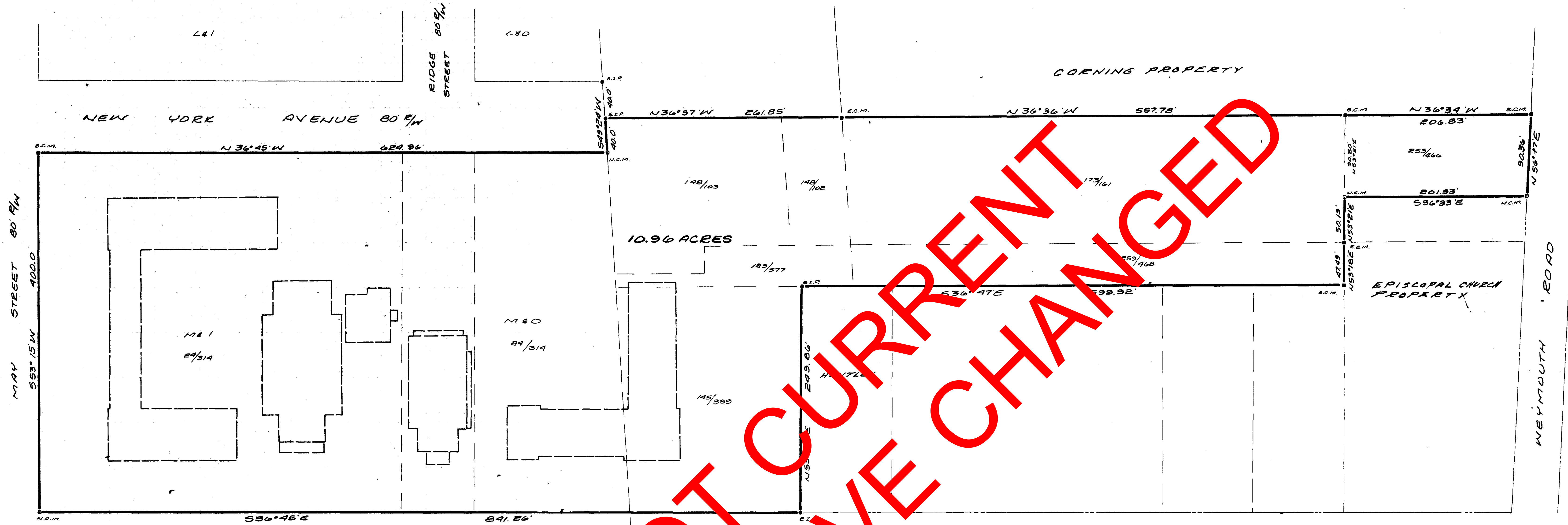
Alaina

**Alaina Mallette, MSc**

Senior Planner

Town of Southern Pines

[801 SE Service Road](#)



I, C.H. BLUE, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP WAS MADE BY ME FROM MY OWN SURVEY IN ACCORDANCE WITH G.S. 47-30 AND AMENDED AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*C.H. Blue*  
C.H. BLUE, RLS NO. 612

I, STEPHEN R. SHEFFIELD, A NOTARY PUBLIC OF THE COUNTY OF MOORE, STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT C.H. BLUE PERSONALLY APPEARED BEFORE ME THIS DAY AND DULY ACKNOWLEDGED THE FOREGOING INSTRUMENT THE 29th DAY OF JUNE, 1982. MY COMMISSION EXPIRES 1-28-84.

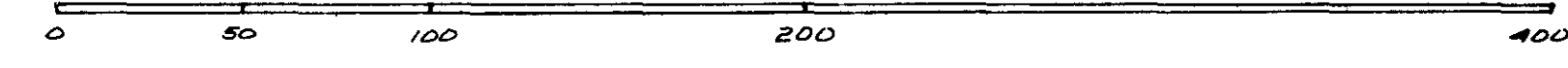
*Stephen R. Sheffield*  
STEPHEN R. SHEFFIELD, N.P.

DEED REFERENCES:

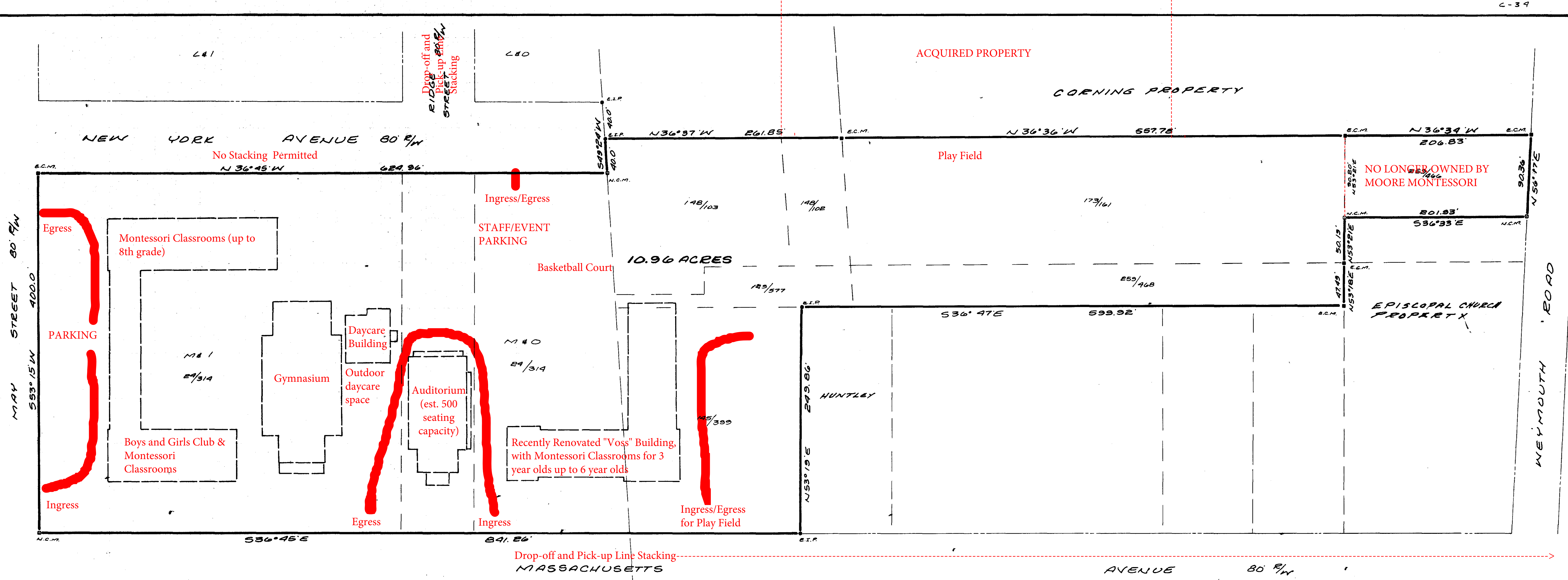
| DEED BOOK | PAGE |
|-----------|------|
| 24        | 314  |
| 145       | 399  |
| 148       | 102  |
| 148       | 103  |
| 173       | 161  |
| 253       | 466  |
| 253       | 468  |

MOORE COUNTY REGISTRY.

MOORE COUNTY BOARD OF EDUCATION  
SOUTHERN PINES MIDDLE SCHOOL  
SOUTHERN PINES, NORTH CAROLINA  
MCNEILLS TOWNSHIP MOORE COUNTY  
JUNE 7, 1982 SCALE ~ 1" = 50'  
C.H. BLUE & ASSOCIATES, SO. PINES, N.C.







I, C.H. BLUE, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP WAS MADE BY ME FROM MY ACTUAL SURVEY IN ACCORDANCE WITH G.S. 47-30 AS AMENDED AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*C.H. Blue*  
C.H. BLUE, RLS NO. 642

I, STEPHEN R. SHEFFIELD, A NOTARY PUBLIC OF THE COUNTY OF MOORE, STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT C.H. BLUE PERSONALLY APPEARED BEFORE ME THIS DAY AND DULY ACKNOWLEDGED THE FORGOING INSTRUMENT THIS THE 29<sup>TH</sup> DAY OF JUNE, 1982. MY COMMISSION EXPIRES: 1-28-84

*Stephen R. Sheffield*  
STEPHEN R. SHEFFIELD, N.P.

DEED REFERENCES:

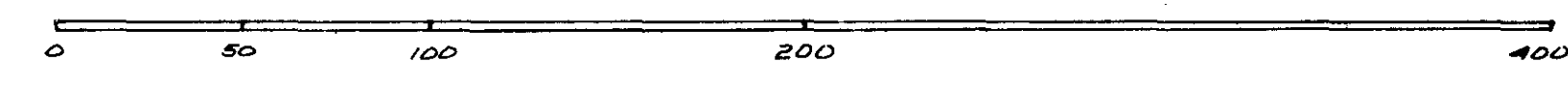
| DEED BOOK | PAGE |
|-----------|------|
| 24        | 314  |
| 145       | 399  |
| 148       | 102  |
| 148       | 103  |
| 173       | 161  |
| 259       | 466  |
| 259       | 468  |

MOORE COUNTY REGISTRY

\*Planning Staff Mark-Up Shown in Red Based on 06/25/24 Site Visit and Applicant Meeting, Locations are Approximate

MOORE COUNTY BOARD OF EDUCATION

SOUTHERN PINES MIDDLE SCHOOL  
SOUTHERN PINES, NORTH CAROLINA  
MCNEILLS TOWNSHIP MOORE COUNTY  
JUNE 7, 1982 SCALE ~ 1" = 50'  
C.H. BLUE & ASSOCIATES, SO. PINES, N.C.

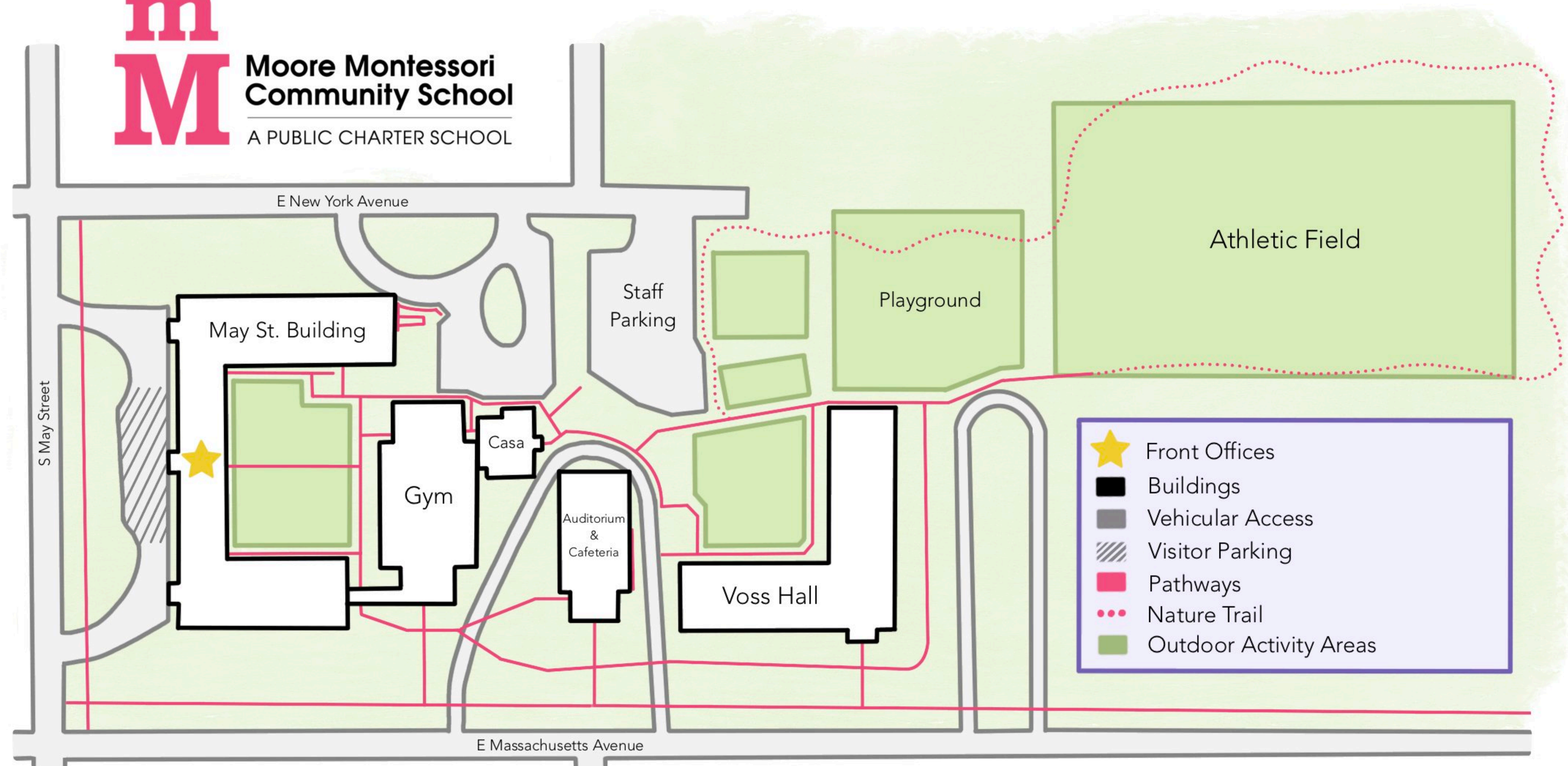






# Moore Montessori Community School

A PUBLIC CHARTER SCHOOL





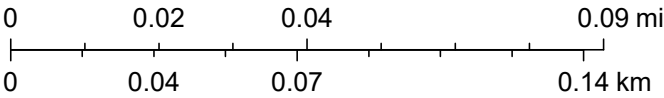
# Moore Montessori Community School: Z-03-24



6/24/2024, 5:25:14 PM

 Parcels (Yellow Lines)

1:2,257



NC CGIA, Maxar, Microsoft, Esri Community Maps Contributors, Moore County GIS (NC), State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,



## **“Auditorium”**

From Left to Right: Main Elevation (South-West), Main Elevation with Staircase (South-West), Main Elevation with Left Elevation (West).

Left Elevation (South-East), Right Elevation (South-West).

Right Elevation (South-West), Rear Elevation (North-East).





**“Day Care Center”**

Main Elevation (South-East), Right Elevation (North-East).

Left Elevation (South-West).



## **“Gymnasium”**

Main Elevation (South-West).

Right Elevation (South-East), Rear Elevation (North-West).



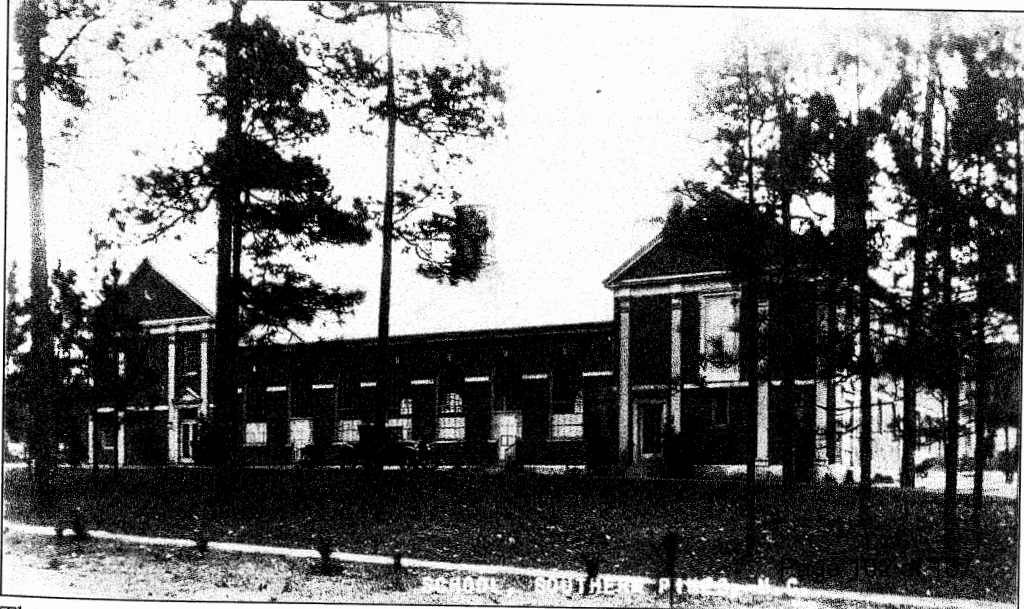


**“Main Building Adjacent to S May St”**

Left Wing Elevation to Center of Main Building (North-West).

Center of Main Building to Right Wing Elevation (North-West).





SCHOOL, SOUTHERN PINE, N. C.

### **“Voss Hall”**

Main Entrance with Cupola (South-East), Main Entrance Direct (South-East), Main Entrance with Left Wing (South-East).

Rear Elevation (North-East), Right-Wing Elevation (South-East).



**From:** [Katherine Rucker](#)  
**To:** [Mason Mattox](#); [Alaina Mallette](#)  
**Subject:** Fwd: Moore Montessori School  
**Date:** Tuesday, July 16, 2024 3:03:52 PM  
**Attachments:** [image001.png](#)

---

Katherine Rucker  
Head of School  
910-636-1325  
Moore Montessori Community School  
[www.mooremontessori.org](http://www.mooremontessori.org)

----- Forwarded message -----

From: **Ken Skipper** <[KSkipper@southernpines.net](mailto:KSkipper@southernpines.net)>  
Date: Tue, Jul 16, 2024 at 8:33 AM  
Subject: Moore Montessori School  
To: [Katherine.rucker@mooremontessori.org](mailto:Katherine.rucker@mooremontessori.org) <[Katherine.rucker@mooremontessori.org](mailto:Katherine.rucker@mooremontessori.org)>  
Cc: Michael Cameron <[Cameron@southernpines.net](mailto:Cameron@southernpines.net)>

Good morning, Katie,

Below are the items we discussed last week during our meeting regarding the additional use of the buildings on campus.

1. The front two classrooms of Building No. 3 next to the gym may be used for a daycare. Smoke detectors will need to be added to all three rooms, as well as heat detectors in the basement area of the building. The alarm company will need to obtain the proper permits before installation.
2. The gym and auditorium may be used for outside educational events, as we discussed, that are not directly related to Moore Montessori. The same safety guidelines and procedures as the school will apply.

Please let me know if I missed something or if you need any additional assistance.

Thanks,

Ken



**Kenneth R. Skipper**

Assistant Chief / Fire Marshal

Southern Pines Fire / Rescue

910-692-2720





**From:** [Ken Skipper](#)  
**To:** [Alaina Mallette](#); [Louie Blanchard](#); [James Michel](#)  
**Cc:** [BJ Grieve](#)  
**Subject:** RE: Z-03-24 Moore Montessori Community School FRR to RS-1 Conditional Zoning Completeness Review  
**Date:** Wednesday, June 19, 2024 7:39:18 AM  
**Attachments:** [image002.png](#)

---

Good morning Alaina,

The current classification of Educational did not change from the previous original use from a fire code perspective. There are special allowances for accessory uses to educational such as the auditorium, gym and cafeteria that allow them to also be classified educational. The assumption is they would be only used for the school kids participating in school activities . Opening up outside users could change the occupancy classification of these buildings and required upgrades to the buildings from a safety standpoint. They would need to consult with a design professional to conduct a code evaluation of the buildings and intended uses to determine what changes may be needed. This is the same process that was conducted when West Southern Pines Center changed from a public school to private use.

Thanks,

Ken



**Kenneth R. Skipper**  
Assistant Chief / Fire Marshal  
Southern Pines Fire / Rescue  
910-692-2720



---

**From:** Alaina Mallette <amallette@southernpines.net>  
**Sent:** Tuesday, June 18, 2024 3:49 PM  
**To:** Louie Blanchard <Blanchard@southernpines.net>; Ken Skipper <KSkipper@southernpines.net>; James Michel <JMichel@southernpines.net>  
**Cc:** BJ Grieve <BJGrieve@southernpines.net>  
**Subject:** FW: Z-03-24 Moore Montessori Community School FRR to RS-1 Conditional Zoning Completeness Review

Hi Ken, Louie, and James,

We've received a conditional zoning district (from FRR to RS-1 CD) request from the Moore Montessori Community School, property owner and applicant for the rezoning. The attached survey is their "site plan" and the application includes their narrative and proposed conditions (pp. 16-17). This application will go to Planning Board and Town Council for public hearing in July and August,

respectively, so we're looking for any comments you have that might be appropriate to address during the rezoning process prior to permitting an expansion of land uses. Some things that came up in today's TRC discussion were:

- Proposed New Uses (in addition to school)
  - Fitness, recreational sports, gym, athletic club, multipurpose facility
  - Child day care
- Parking
  - Dirt/gravel lot adjacent to the southern-most classroom building is typically used for event parking as well as the existing non-conforming parking lot seen from aerial imagery
  - The seating of the auditorium during an event will trigger a parking minimum, and we will need to know what the actual parking provided is and whether they plan or need to plan for a parking lot extension
- Traffic Estimates
  - Applicant will need to get some data together showing current traffic counts and anticipated traffic counts to address potential level of service issues
- Stacking Issues
  - There have been problems in the past with drop-off and pick-up traffic at the school blocking driveways along E. Massachusetts and S. Ridge. Therefore, the applicant should address how stacking issues will be addressed with proposed new uses.
- Hours of Operation
  - Application states that future hours of operation will be limited to the current hours of operation, but that seems impractical with the public recreation facility that is being proposed, which may have evening events. Also, no description of current hours or operation were provided in the application.

If you can think of other concerns, please pass them along to me and I will work with Moore Montessori on a better list of conditions to present with their application.

Best,  
Alaina

**Alaina Mallette, MSc**  
Senior Planner  
Town of Southern Pines  
801 SE Service Road  
Southern Pines, NC 28387  
Office: (910) 692-4003  
<http://www.southernpines.net/>



---

**From:** Alaina Mallette  
**Sent:** Monday, June 17, 2024 4:58 PM

**From:** [Jones, DeAngelo J](#)  
**To:** [Alaina Mallette](#); [Cindy Williams](#)  
**Cc:** [JuarezPozos, Dagoberto](#); [Reddinger, Kevin S](#); [BJ Grieve](#); [James Michel](#); [Ken Skipper](#)  
**Subject:** RE: [External] Z-03-24 Proposed Conditional Zoning District Rezoning  
**Date:** Tuesday, July 9, 2024 12:43:23 PM  
**Attachments:** [image002.png](#)  
[image005.png](#)

---

Hello Alaina,

With the information you provided, NCDOT permitting is not required at this time.

Thanks

**DeAngelo J. Jones**  
Senior Assistant District Engineer  
North Carolina Department of Transportation  
Division of Highways  
Division 8, District 2

(910)944-7621  
[djjones1@ncdot.gov](mailto:djjones1@ncdot.gov)

902 N Sandhills Blvd  
PO Box 1067  
Aberdeen, NC 28315



---

**From:** Alaina Mallette <amallette@southernpines.net>  
**Sent:** Tuesday, July 9, 2024 12:15 PM  
**To:** Jones, DeAngelo J <djjones1@ncdot.gov>; Cindy Williams <CWilliams@southernpines.net>  
**Cc:** JuarezPozos, Dagoberto <djuarezpozos@ncdot.gov>; Reddinger, Kevin S <ksreddinger@ncdot.gov>; bjgrieve <bjgrieve@southernpines.net>; Michel, James <JMichel@southernpines.net>; Ken Skipper <KSkipper@southernpines.net>  
**Subject:** RE: [External] Z-03-24 Proposed Conditional Zoning District Rezoning

**CAUTION:** External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good morning, DeAngelo,

Thank you for the quick review on this one. The Applicant has stated that they have no plans to demo any of the buildings or make any other changes to the site (which applies to each parcel under their ownership), aside from permitting a day care and opening rental access to the gymnasium, auditorium, and play fields. They did say that they may renovate existing buildings, but that it would

be interior renovations, mostly.

The Applicant did not provide a site plan, traffic plan, parking plan, or operational plan. I marked up the survey they submitted with the application with building/land use labels and existing points of ingress/egress (page 2 in the attached survey and maps PDF). I appreciate your comments on access and parking along May Street and will make sure to include in the staff report and will share with other relevant Town departments. If you have any additional comments based on my mark-up of the site, let me know.

Thanks for your work,  
Alaina

**Alaina Mallette, MSc**  
Senior Planner  
Town of Southern Pines  
801 SE Service Road  
Southern Pines, NC 28387  
Office: (910) 692-4003  
<http://www.southernpines.net/>



---

**From:** Jones, DeAngelo J <[djjones1@ncdot.gov](mailto:djjones1@ncdot.gov)>  
**Sent:** Tuesday, July 9, 2024 11:08 AM  
**To:** Cindy Williams <[CWilliams@southernpines.net](mailto:CWilliams@southernpines.net)>  
**Cc:** Alaina Mallette <[amallette@southernpines.net](mailto:amallette@southernpines.net)>; JuarezPozos, Dagoberto <[djuarezpozos@ncdot.gov](mailto:djuarezpozos@ncdot.gov)>; Reddinger, Kevin S <[ksreddinger@ncdot.gov](mailto:ksreddinger@ncdot.gov)>  
**Subject:** RE: [External] Z-03-24 Proposed Conditional Zoning District Rezoning

Hello Cindy and Alaina

I noticed that the rezoning is changing to residential (RS-1) to allow for multiple uses. Is this for renovating and changing the school building? Will there be a redesign of the site including the other properties owned by the school?

My initial thoughts without reviewing a site or concept plan are there are 2 existing accesses on May Street which connect to a limited amount of parking, while the main accesses are from the side streets, Massachusetts Ave. and New York Ave. I would recommend keeping these conditions even if there are changes to school site. There should not be any significant increase in parking availability along May Street. If the plan is to demo and change the site then the access connections should change on May Street creating more separation from the intersections, possibly decreasing to one main access connection on May Street. No permits will be required for any proposed accesses from New York Ave. or Massachusetts Ave. which are not State-maintained roads.

Will a concept plan be submitted?

Let me know if I am missing any information.

Thanks and have a great day!!!

**DeAngelo J. Jones**  
Senior Assistant District Engineer  
North Carolina Department of Transportation  
Division of Highways  
Division 8, District 2

(910)944-7621  
[djjones1@ncdot.gov](mailto:djjones1@ncdot.gov)

902 N Sandhills Blvd  
PO Box 1067  
Aberdeen, NC 28315



---

**From:** Cindy Williams <[CWilliams@southernpines.net](mailto:CWilliams@southernpines.net)>

**Sent:** Wednesday, June 26, 2024 12:39 PM

**To:** Archie Daniel <[adaniel@southernpines.net](mailto:adaniel@southernpines.net)>; Cindi King <[CKing@southernpines.net](mailto:CKing@southernpines.net)>; Cory Albers <[calbers@southernpines.net](mailto:calbers@southernpines.net)>; David Byrd <[DByrd@southernpines.net](mailto:DByrd@southernpines.net)>; Jones, DeAngelo J <[djjones1@ncdot.gov](mailto:djjones1@ncdot.gov)>; Director <[director@rluac.com](mailto:director@rluac.com)>; Michel, James <[JMichel@southernpines.net](mailto:JMichel@southernpines.net)>; Ken Skipper <[KSkipper@southernpines.net](mailto:KSkipper@southernpines.net)>; JuarezPozos, Dagoberto <[djuarezpozos@ncdot.gov](mailto:djuarezpozos@ncdot.gov)>; [ncsandhillsrcw@fws.gov](mailto:ncsandhillsrcw@fws.gov); Rick Cloutier <[rcloutier@moorecountyairport.com](mailto:rcloutier@moorecountyairport.com)>; ISTRE, RONALD <[ristre@southernpines.net](mailto:ristre@southernpines.net)>

**Cc:** Alaina Mallette <[amallette@southernpines.net](mailto:amallette@southernpines.net)>; Cindy Williams <[CWilliams@southernpines.net](mailto:CWilliams@southernpines.net)>

**Subject:** [External] Z-03-24 Proposed Conditional Zoning District Rezoning

**CAUTION:** External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

*Good afternoon,*

*Please review the attached legal notice and respond with any questions or comments at your earliest convenience. Thank you.*

*Sincerely,*

**Cindy Williams**  
Planning Department

**From:** [Ron Istre](#)  
**To:** [Alaina Mallette](#)  
**Cc:** [Cindy Williams](#)  
**Subject:** RE: Z-03-24 Proposed Conditional Zoning District Rezoning  
**Date:** Wednesday, June 26, 2024 2:52:07 PM

---

Yes, we should have easements on file.

**Ron Istre**  
**Utilities Superintendent**



**801 SE Service Rd**  
**Southern Pines, NC 28387**

910-692-1983 ext. 6228

[ristre@southernpines.net](mailto:ristre@southernpines.net)

*"Corruption is controlled by making ambition  
subordinate to principle." - Anonymous*

---

**From:** Alaina Mallette <[amallette@southernpines.net](mailto:amallette@southernpines.net)>  
**Sent:** Wednesday, June 26, 2024 2:49 PM  
**To:** Ron Istre <[Ristre@southernpines.net](mailto:Ristre@southernpines.net)>  
**Cc:** Cindy Williams <[CWilliams@southernpines.net](mailto:CWilliams@southernpines.net)>  
**Subject:** RE: Z-03-24 Proposed Conditional Zoning District Rezoning

Thank you, Ron, I have shared the information with Katie Rucker and have sent her our public-facing GIS so that she is up-to-speed. Are you aware of a specific town easement for those water main lines?

Best,  
Alaina

---

**From:** Ron Istre <[Ristre@southernpines.net](mailto:Ristre@southernpines.net)>  
**Sent:** Wednesday, June 26, 2024 2:03 PM  
**To:** Cindy Williams <[CWilliams@southernpines.net](mailto:CWilliams@southernpines.net)>; Archie Daniel <[adaniel@southernpines.net](mailto:adaniel@southernpines.net)>; Cindi King <[CKing@southernpines.net](mailto:CKing@southernpines.net)>; Cory Albers <[calbers@southernpines.net](mailto:calbers@southernpines.net)>; David Byrd <[DByrd@southernpines.net](mailto:DByrd@southernpines.net)>; DeAngelo Jones <[djjones1@ncdot.gov](mailto:djjones1@ncdot.gov)>; Director <[director@rluac.com](mailto:director@rluac.com)>; James Michel <[JMichel@southernpines.net](mailto:JMichel@southernpines.net)>; Ken Skipper <[KSkipper@southernpines.net](mailto:KSkipper@southernpines.net)>; NCDOT <[duarezpozos@ncdot.gov](mailto:duarezpozos@ncdot.gov)>; [ncsandhillsrcw@fws.gov](mailto:ncsandhillsrcw@fws.gov); Rick Cloutier <[rcloutier@moorecountyairport.com](mailto:rcloutier@moorecountyairport.com)>  
**Cc:** Alaina Mallette <[amallette@southernpines.net](mailto:amallette@southernpines.net)>  
**Subject:** RE: Z-03-24 Proposed Conditional Zoning District Rezoning

Cindy,



They should be advised that we have 8" and 16" water mains crossing at least one of those parcels (0039178), from E Massachusetts Ave to E New York Ave.

No additional comments.

**Ron Istre**

**Utilities Superintendent**



801 SE Service Rd

Southern Pines, NC 28387

910-692-1983 ext. 6228

[ristre@southernpines.net](mailto:ristre@southernpines.net)

*"Corruption is controlled by making ambition subordinate to principle." - Anonymous*

---

**From:** Cindy Williams <[CWilliams@southernpines.net](mailto:CWilliams@southernpines.net)>

**Sent:** Wednesday, June 26, 2024 12:39 PM

**To:** Archie Daniel <[adaniel@southernpines.net](mailto:adaniel@southernpines.net)>; Cindi King <[CKing@southernpines.net](mailto:CKing@southernpines.net)>; Cory Albers <[calbers@southernpines.net](mailto:calbers@southernpines.net)>; David Byrd <[DByrd@southernpines.net](mailto:DByrd@southernpines.net)>; DeAngelo Jones <[djjones1@ncdot.gov](mailto:djjones1@ncdot.gov)>; Director <[director@rluac.com](mailto:director@rluac.com)>; James Michel <[JMichel@southernpines.net](mailto:JMichel@southernpines.net)>; Ken Skipper <[KSkipper@southernpines.net](mailto:KSkipper@southernpines.net)>; NCDOT <[djuarezpozos@ncdot.gov](mailto:djuarezpozos@ncdot.gov)>; [ncsandhillsrcw@fws.gov](mailto:ncsandhillsrcw@fws.gov); Rick Cloutier <[rcloutier@moorecountyaairport.com](mailto:rcloutier@moorecountyaairport.com)>; Ron Istre <[RIstre@southernpines.net](mailto:RIstre@southernpines.net)>

**Cc:** Alaina Mallette <[amallette@southernpines.net](mailto:amallette@southernpines.net)>; Cindy Williams <[CWilliams@southernpines.net](mailto:CWilliams@southernpines.net)>

**Subject:** Z-03-24 Proposed Conditional Zoning District Rezoning

*Good afternoon,*

*Please review the attached legal notice and respond with any questions or comments at your earliest convenience. Thank you.*

*Sincerely,*

**Cindy Williams**

Planning Department



801 SE Service Rd.

Southern Pines, NC 28387

(910) 692-4003

## **Agenda Item**

**To:** Reagan Parsons

**From:** BJ Grieve, Planning Director  
James Broadwell, Planner I

**Subject:** PD-03-24: Planned Development District - Preliminary Development Plan for Phase 2 and 3A of the Ace Hardware Planned Development located SW of the Airport Rd. & NC Hwy 22 Traffic Circle; Petitioner: Southern Pines Ace Land Company, LLC by KoontzJones Design, Agent

**Date:** August 13, 2024

---

### **I. SUMMARY OF APPLICATION REQUEST**

Mr. Bob Koontz, on behalf of Southern Pines Ace Land Company, LLC, has submitted a Planned Development District – Preliminary Development Plan application pursuant to §2.18.5 of the Town of Southern Pines Unified Development Ordinance (UDO) for 32,650 square feet of Retail, Restaurant, Office, and Warehouse space on 13.4 total acres on parcels identified as PIN 857300963887 (PARID 00033603) and PIN 857300974451 (PARID 00033604). Per the Moore County tax record, the subject property is owned by Southern Pines Ace Land Company, LLC.

### **II. PLANNING BOARD REVIEW**

On July 18, 2024, the Planning Board held a Preliminary Forum regarding PD-03-24 to accept public comments and compose a list of issues to forward to the Town Council for their consideration. Following a presentation by Town staff, Mr. Paul Saathoff with KoontzJones Design presented an overview of the Planned Development district, PDP Site Plan, and conceptual architecture on behalf of Rhetson Companies, Inc. Members of the Planning Board asked Mr. Paul Saathoff, the property owner Mr. Randy Saunders, and Planning staff a series of questions regarding the project's previous phase, proposed land uses, pedestrian connectivity, and vehicular access.

In response to staff comments refreshing the project's history, Mr. Randy Saunders articulated how the Greenway Trail associated with Phase 1 is still undergoing implementation. As part of that discussion, it was noted that KoontzJones Design sent the trail's initial plan to staff on July 17, 2024 for review by the TRC. There was then a brief discussion on Capital Drive and how it will remain a private drive internal to the Ace Planned Development. The board then asked a few questions about staff's concerns on the nature of the Phase 2 Usable Open Space and that, to ensure design consistent with UDO section 3.5.14(A)(9), a condition may be necessary. The board also asked about Phase 2 pedestrian connectivity, shared parking, and overall parking volume.

The Planning Board expressed concerns about the ABC Store and Warehouse use, and its proximity to Sandhills Community College, the O’Neal School, and an existing daycare facility internal to the Ace development. They discussed if signage could be subdued and/or constrained in light of this. Lastly, a representative from the Moore County Airport and KoontzJones Design presented a Avigation, Noise, and Vibration Easement that had been signed earlier that day (July 18, 2024). They articulated that this easement was an acceptable control measure for the concerns previously raised by the airport, and the airport no longer had any concerns with the Ace development.

On a unanimous vote of 6-0, the Planning Board moved to transmit the following issues to the Town Council to consider while reviewing application PD-03-24:

1. The concerns highlighted by Planning Staff in their Staff Report, being primarily:
  - how the Phase 2 Usable Open Space will look and be used, and its design should be refined and prescribed in greater detail to ensure consistency with a PD District.
  - Pedestrian connectivity and if a sidewalk should be included on the South side of Capital Drive and/or if a crosswalk should connect the Phase 2 Open Space to the North side of Capital Drive.
  - the parking volume, and that a more thoughtful approach to shared parking should be considered.
2. The signage of the proposed ABC Liquor Store and Warehouse in Phase 3A, and that the council should consider asking it to be subdued or otherwise limited given its close proximity to schools and childcare facilities.

Pursuant to NCGS §160D-301(b)(6), the Town Council is reminded that although the Planning Board forwarded a list of issues for Council consideration, no part of the Preliminary Forum held by the Planning Board may be used as a basis for the Council’s decision on PD-05-23.

### **III. PROJECT INFORMATION**

#### **A. Property Owner & Applicant Information:**

1. **Property Owners:**  
Southern Pines Ace Land Company, LLC  
215 Capital Drive  
Whispering Pines, NC 28327
2. **Applicant**  
Rhetson Companies, Inc.  
2075 Juniper Lake Road  
West End, NC 27376
3. **Authorized Agent:**  
Koontz Jones Design, PLLC – Bob Koontz  
140 Applecross Road, Suite B  
Pinehurst, NC 28374

## **B. Property Information:**

1. **Street Address:** No addresses assigned yet.

2. **Size of Property**

Total Size of Existing Parcels: 13.4 acres (deed acres)

Total Project Acreage: 3.8 acres

3. **Existing Infrastructure:**

The subject property is accessed by Airport Road to the NW, NC-22 (Central Drive) to the NE, and Capital Drive internally. From prior development, sanitary sewer and water lines exist within the parcel to the immediate East (Parcel ID: 20110245) along Capital Drive. Sidewalks internal to the Ace Planned Development provide internal pedestrian access, access to the Tyler's Ridge apartment complex to the SE, and access to the Southern Pines Greenway System (see Figure 1: Existing Infrastructure below).

4. **Property Zoning and Comprehensive Plan Classification:**

The current zoning of the subject property is PD (Planned Development). Adjoining properties are FRR (Facilities, Resource and Recreation) and the same PD (Planned Development) classification as the subject property (see Figure 2: Existing Zoning Map below). The Southern Pines Ace Hardware Conceptual Design Plan (CDP) was adopted pursuant to Southern Pines' Comprehensive Long-Range Plan (CLRP) in April 2022 as a "Traditional Mixed-Use" development. Under the Town's current 2040 Comprehensive Plan, the area is designed as a "Complete Community". Given the CDP was adopted under the older CLRP's designation, this current Phase 2 and 3A Preliminary Development Plan (PDP) is compliant with zoning and Comprehensive Plan classification.

## **C. Planned Development History & Current Project Description:**

1. **Planned Development History:**

The subject property is part of the 13.4-acre Southern Pines Ace Hardware CDP that was approved by the Town of Southern Pines on April 12, 2022 (PD-01-22). The currently proposed retail, restaurant, office, and warehouse developments are phase 2 and 3 of the CDP, with a caveat being that Phase 3 is now split into phases 3A and 3B. Only 3A is included in this PDP. Phase 1 included the "Provision Ace Hardware" along with its parking lot, the primary stormwater pond, and a Greenway Trail to the building's South and West. The Greenway Trail associated with Phase 1 has not begun construction as of August 13, 2024.

2. **Current Project Description:**

This 4.49-acre portion of property is being proposed for development as:

- **Phase 2:** one 5,150 SF retail / restaurant / office building; one two-story 7,500 SF retail / restaurant / office building.

- **Phase 3A:** one 10,000 SF retail / office building; one 10,000 SF warehouse.

The proposed uses are consistent with the “General Sales or Services”, “Food Services”, and “Manufacturing and Wholesale Trade” land use designation on the approved Southern Pines Ace Hardware CDP. Access to both developments will be from Capital Drive (private road), which meets Airport Road on the West side and NC Hwy 22 via Olive Tree Lane on the East side (see Figure 3 for this PDP’s overall Site Plan). The buildings will require separate compliance reviews with the Town’s Architectural Standards for commercial buildings, as well as all Town development standards prior to construction. The applicant has provided a narrative and building renderings for initial review, which are attached with this report.



**Figure 1: Existing Infrastructure (Subject Property Outlined in Red, Phase 2 & 3A in Dashed-Red)**

- (Tax Map does not show new lot line)

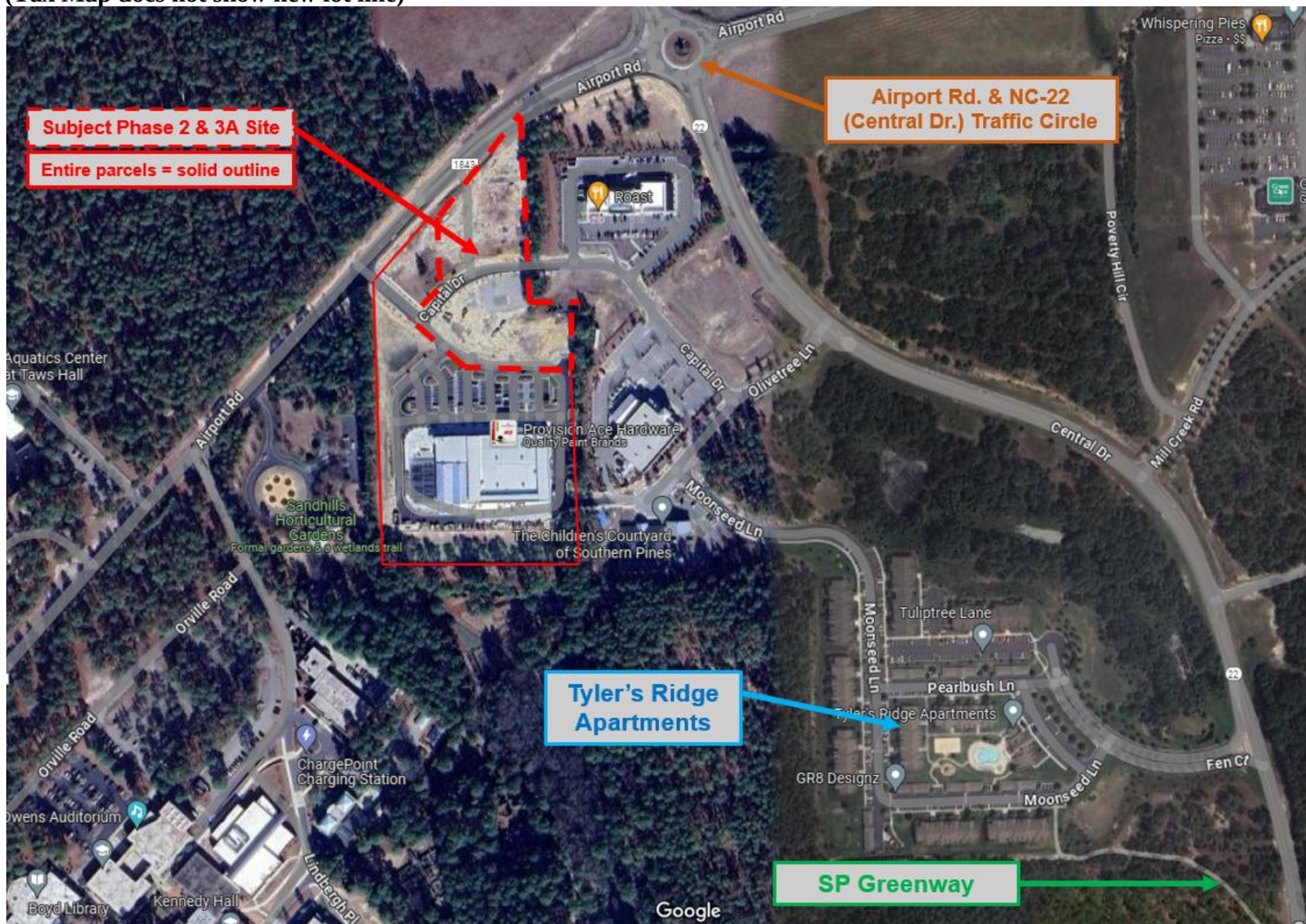




Figure 2: Existing Zoning (Subject Property Outlined in Red)

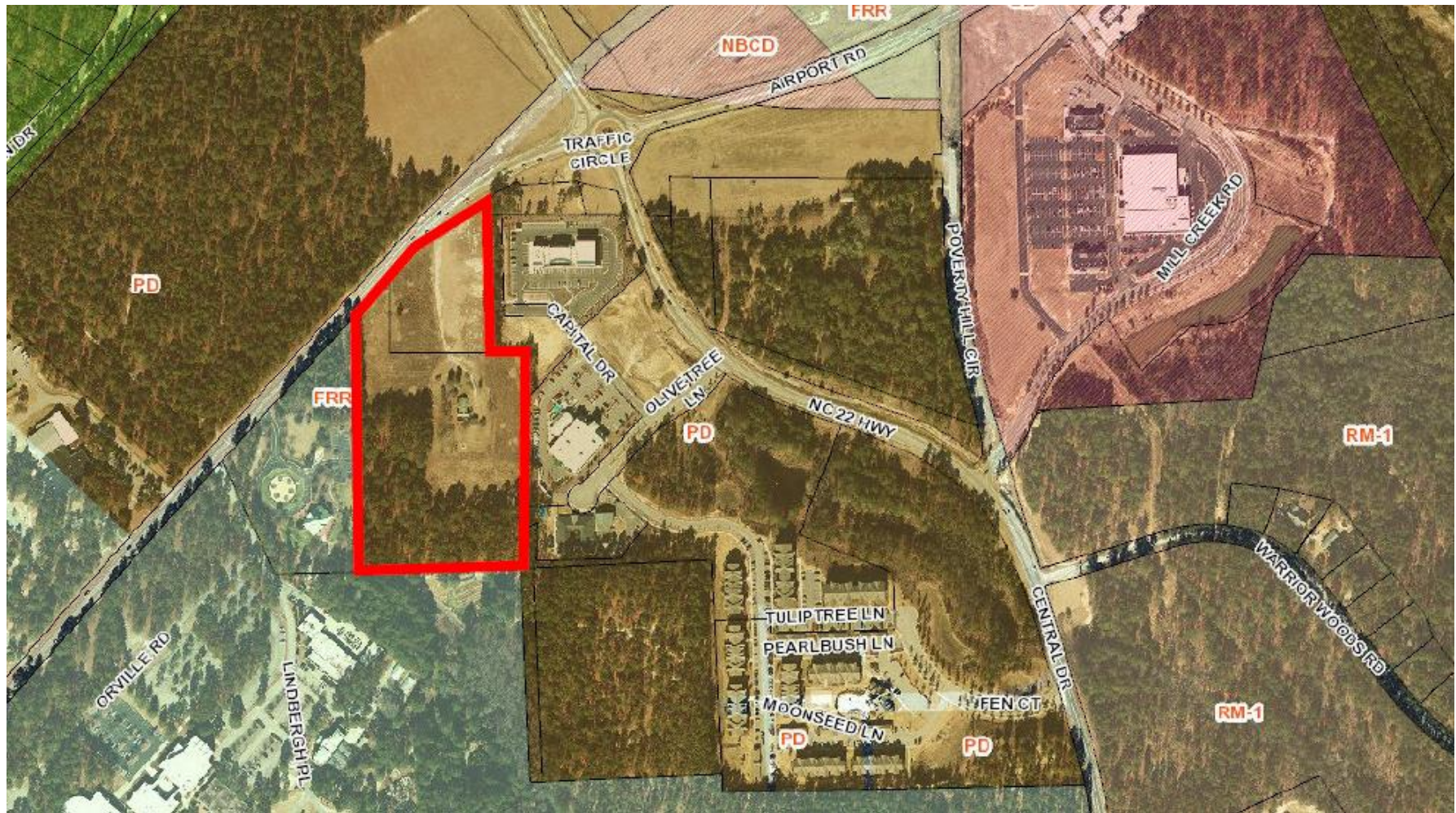
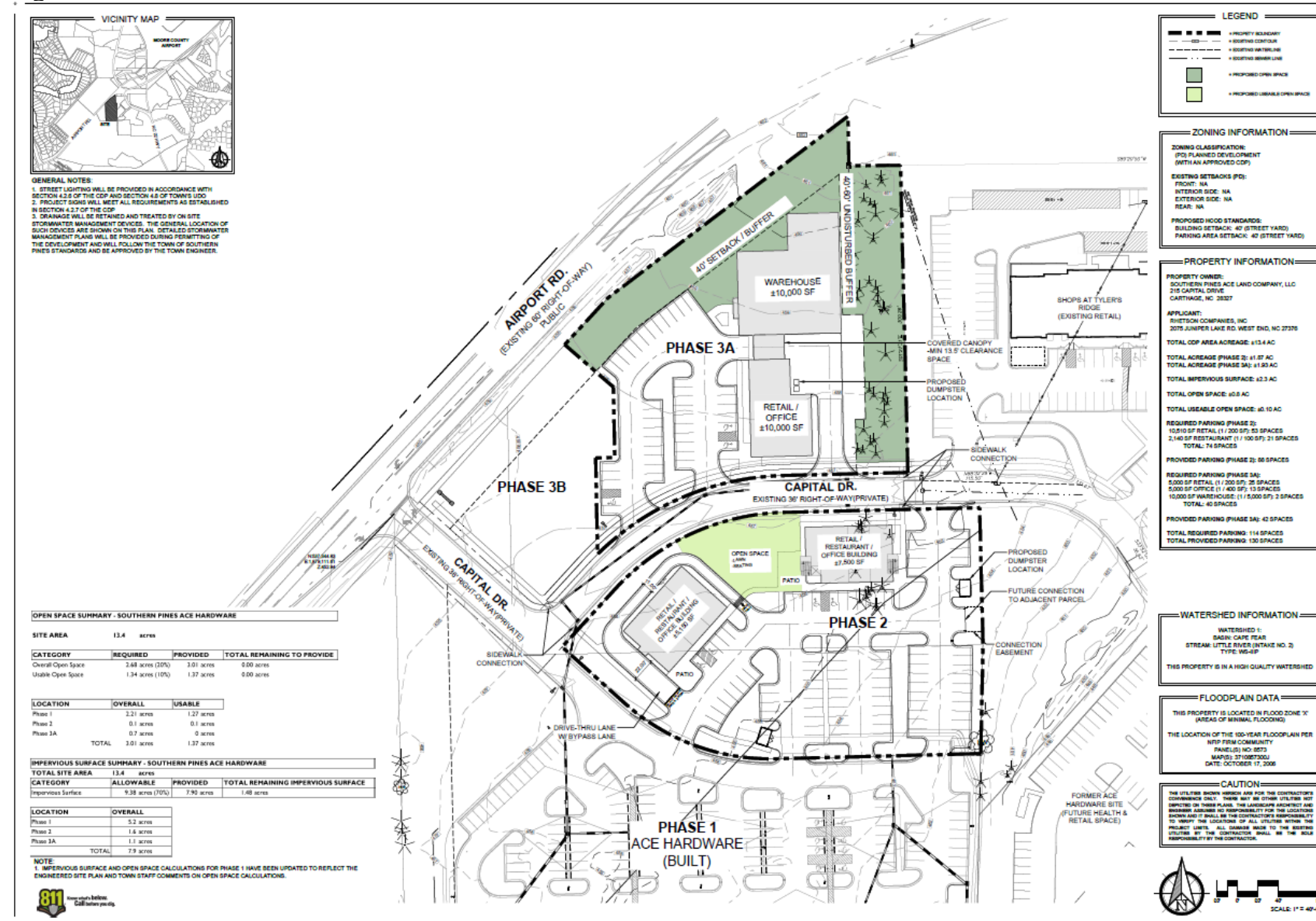




Figure 3: Southern Pines Ace Hardware PDP Phase 2 and 3A Site Plan



#### IV. STAFF REVIEW

##### A. Review Process

The procedures for review and approval of a Planned Development (PD) District are established within Chapter 2 of the Town of Southern Pines Unified Development Ordinance. Chapter 2 describes a three-step process of Conceptual Development Plan (CDP), Preliminary Development Plan (PDP), and Final Development Plan to complete a Planned Development (PD) District. This application is for a PDP.

##### B. Summary of Procedural Requirements

- Preliminary Development Plan Application Submitted: **April 4, 2024**
- Application Deemed Complete: **June 26, 2024**
- Notice of July 18, 2024, Planning Board Preliminary Forum:
  - Posted On-site: **June, 28, 2024**
  - Mailed: **June, 28, 2024**
  - Internet: **July, 7 2024**
- Consultation with the Technical Review Committee: **July 9, 2024**
- Additional Materials Submitted: **July 9, 2024**
- Planning Board Regular Meeting/Preliminary Forum: **July 18, 2024**
- Notice of August 13, 2024, Town Council Evidentiary Hearing:
  - Posted On-site: June 28, 2024
  - Mailed: July 29, 2024
  - Publication Dates: Emailed to The Pilot on July 26, 2024, for publication on July 31, **2024, and August 7, 2024**
  - Internet: July 26, **2024**
- Town Council Regular Meeting/Evidentiary Hearing: **August 13, 2024**

##### C. Applicable Criteria for Review

The criteria for review and approval of a PDP are found in Chapter 2, §2.18.5(H), of the Town of Southern Pines Unified Development Ordinance. Staff analysis of how the application addresses these criteria begins on the following page of this document.

##### **Preliminary Development Plan - UDO §2.18.5(H):**

1. *The application demonstrates that it will achieve the purposes of the PD and this section;*
2. *The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO;*
3. *The proposed Development is located in an area of the Town that is appropriate; and*
4. *The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities and services.*

**D. Town Staff Review and Comments**

Planning staff have reviewed the PDP application materials for consistency with each of the four (4) criteria for Preliminary Development Plans. The applicant has also provided a document entitled “Justification” addressing compliance with each of the four (4) criteria for a Preliminary Development Plan. A copy of the applicant’s Justification document is attached to this staff report.

**i. Achieving the purposes of the Planned Development:**

The Southern Pines Ace Hardware CDP is a General Business and General Business / Office Service development that was approved in 2022. The CDP establishes a vision for this property as a “high-quality commercial and office center that will be carefully integrated into the surrounding development areas”. The prior phase of development has resulted in a large retail center in the southern-most portion of the property, but has yet to complete the required greenway trail associated with Phase 1. According to §3.5.14 of the UDO:

*“The **PD** district is designed to accommodate mixed land uses, such as office, residential, service, commercial, public or private recreational Development, and where consistent with the future land use map, light manufacturing and assembly uses that comply with the employment center Development Patterns in section 6.5 of this UDO. This district is intended to allow mixed-use Developments in areas where sufficient public water and sewer service is available (or can be readily extended) and where the street system is adequate (or can be readily improved) to handle the projected traffic volumes generated by the Development. The regulations of this district are intended to:*

- 1. Encourage planned, large-tract Development, including service, office, commercial, residential, public or private recreational Development or light industrial uses;*
- 2. Exclude heavy commercial and heavy industrial land uses;*
- 3. Encourage Development in areas located on major thoroughfares and collector streets;*
- 4. Encourage vehicular access from service drive and other local streets;*
- 5. Provide performance standards to help ensure Compatible land uses;*
- 6. Encourage common or shared parking;*
- 7. Promote creativity and innovation in the design that leads to more appropriate relationships between land uses and features;*
- 8. Facilitate clustering of Development thereby increasing the amount of saved land;*
- 9. Foster Development of a network of open space to serve a variety of recreational and environmental purposes designed and located with respect to existing unique natural features and environmentally sensitive areas;*
- 10. Improve connectivity within and between Developments to promote mobility and enhance walkability;*
- 11. Integrate public spaces and amenities to promote community gatherings and activities;*
- 12. Establish coordinated land plan and consistent treatment of common design elements;*

13. *Provide the flexibility to respond to market conditions over longer projected Development periods due to the scale of such Developments; and*
14. *If residential land uses are proposed, provide a variety of Lot sizes and Dwelling types to expand the spectrum of housing choices for households of various type, size, income and age.”*

Following review of the Southern Pines Ace Hardware CDP and the Planned Development District section in the UDO, planning staff does not find significant inconsistency between the proposed land uses and design in Ace Hardware Phase 2 and 3A and the text of either document. Comments about issues identified by staff for the Planning Board’s and Town Council’s attention are included in the Staff Comments section below.

**ii. Consistency with the Conceptual Development Plan (CDP) and the Unified Development Ordinance (UDO):**

Planning staff reviewed the initial PDP application materials (including project narrative, justification and PDP plan) and shared concerns with the applicant regarding a variety of issues related to compliance with the approved CDP and the UDO. Topics with which planning staff initially had concerns included:

- The incomplete Greenway Trail associated with Phase 1
- Functionality of proposed Phase 2 Usable Open Space
- Opportunities for Shared parking
- Sidewalk connectivity (particularly a lack of sidewalk on the South side of Capital Drive)
- 4-sided architecture requirement in the CDPO and submitted building renderings
- Capital Drive and the need for it to remain a Private Street.
- The need for a parking lot connection easement.

The applicant revised the application materials to address most of staff’s concerns and resubmitted application materials on July, 9 2024. Based on statements made in the revised application materials (attached to this staff report), planning staff feel that the application contains enough information and commitments to be deemed generally consistent with the CDP and UDO with the exception of parking and open space issues identified below per the appropriate criteria for approval of a PDP.

Additional detailed analysis of compliance with both the CDP and the UDO will involve representatives from all other Community Development departments (such as Streets, Engineering, Fire, etc.) and will occur during site plan and Architectural Compliance Permit review.

**iii. Location in an area of town that is appropriate:**

The proposed development is Phase 2 and 3A of the Southern Pines Ace Hardware CDP. The area being developed, which was approved and given vested rights by the legacy CLRP in 2022, is designated a “Traditional Mixed-

Use” development. The proposed land use will provide additional retail and office services and will further expand a growing retail and service industry job base within walking distance of a large apartment complex, Sandhills Community College, a traditional residential community, restaurants, a grocery store, and the Southern Pines Greenway System. Building heights are restricted to 50’.

Planning staff finds that given the prior phase of development, the connectivity to residential and commercial uses, the Comprehensive Plan designation, and the relative convenience of the location near a variety of existing and planned land uses, the proposed development is located in an appropriate area of town.

**iv. Efficient extensions and expansions of public facilities, utilities and services:**

The property is served by all necessary utilities and transportation infrastructure and the development will bear the cost of all infrastructure modifications and/or extensions. Development of the subject property in the manner proposed is an efficient way to increase jobs and tax base, while providing for a more vibrant community atmosphere.

**v. General Comments:**

- **Moore County Airport Objections.** During review of the Ace Hardware CDP, Moore County Airport expressed concerns about new development directly beneath an approach zone for the runway. The applicants and the airport agreed to pursue a land swap so that development on Phase 3 would not occur. However, the CDP was approved allowing future development on that property. The land swap never occurred. When the current PDP was submitted for review, Rick Cloutier with Moore County Airport sent an email to planning staff expressing concerns with development beneath the centerline of runway 5.

On July 18, 2024, the applicant’s technical representative and Moore County Airport representative submitted an Avigation, Noise, and Vibration Easement granted to Moore County Airport that addresses all concerns of the airport. With this easement, the airport stated that they no longer have concerns with the proposed development.

- **Traffic Impact Analysis (TIA).** The original TIA does cover the entire Ace Hardware CDP development. However, in the interest of realigning to the new conditions, the applicant has submitted an update to the original TIA with this PDP. The Town Engineer has reviewed this update, noting that the traffic is actually projected as less than expected, and has approved it. See Attachment #10 (TIA Update) for reference.
- **Watershed Exemption Allocation.** This project falls within the Cape Fear, Little River (Intake No. 2) watershed, which is designated as a high-quality watershed. A High-Quality Watershed Protection Exemption



allocation has been given to the project, so they can build upon 70% of the site. They are currently below that percentage threshold.

- **Open Space Usage.** 20% Open Space is called for in the CDP for this project overall. Regarding the Usable Open Space between the Phase 2 buildings, the narrative and PDP commit to developing this space as lawn and outdoor seating, leaving the ultimate design up to the developer. However, the applicant's technical representative has stated that this area "may" be developed with more than this and has given some examples. If the applicant makes statements at the public hearing about how this area "may" be developed as open space and the Town Council feels that these statements are important to approval of the project, the council should consider a condition of PDP approval that outlines minimum required components of this Usable Open Space that can be verified at site plan review. The basis in the UDO for conditions regarding open space in a Planned Development Districts are found in UDO §3.5.14(A)(9) (see below).

Examples of such requirements may include a minimum number of listed amenities, a minimum percentage of lawn coverage, outdoor seating quantity and type, flower beds or planters, and/or a pergola installed.

- *UDO 3.5.14(A)(9): Foster Development of a network of open space to serve a variety of recreational and environmental purposes designed and located with respect to existing unique natural features and environmentally sensitive areas.*
- **Stormwater.** The applicants have stated that the stormwater infrastructure is adequate to accommodate Phase 2 and 3A. The Phase 2 stormwater will flow into the Stormwater Management (SWM) Pond behind Ace, and Phase 3A will flow go to a separate SWM Pond to the West of the site, as discussed at a July 9, 2024 meeting with planning staff and mentioned in the revised PDP narrative. See Attachment #11 (Conceptual Utility Layout - Bowman) for reference. Stormwater management will ultimately be reviewed and approved by the town's Engineering Department at the time of site plan review.
- **The Greenway Trail as part of Phase 1.** The Greenway Trail, which was originally planned to be complete in conjunction with Phase 1, is planned for construction on the Southern and Western sides of the overall development. The latest update in this effort is that KoontzJones Design submitted an initial trail design for TRC review on July 17, 2024 and the Town Engineer approved the design on August 7, 2024. The application does have a Subdivision Performance Guarantee (bond) in place for this requirement valid through August 2025.
- **Undisturbed Buffers & Tree Protection Fencing.** There is an existing row of trees on the east side of Phase 3A that were part of a large buffer for

the Tyler's Ridge development. Planning staff asked the developers to retain these large trees and the current site design for Phase 3A reflects this request. In order to retain the existing trees, the orientation of the proposed buildings and parking will intrude into the Highway Corridor Overlay landscape buffer by 10'. Per UDO §4.3.8, the planning staff supports this modest reduction to save an area of existing trees that greatly enhances the character of the shopping center.

**Figure 4: Existing buffer between Shops at Tyler's Ridge and Phase 3A of present PDP:**



- **Capital Drive to remain private.** Capital Drive is a private road bisecting the property that was initially a private driveway developed as part of the Tyler's Ridge development. Capital Drive will remain a private road. The Town of Southern Pines does not intend to accept this road's dedication at any point in the future.
- **Connection Easement.** To ensure future parking lot connectivity, a connection easement is required within the Phase 2 parking lot on its East side. The updated PDP site plan submitted on July 9, 2024 does reflect that easement.
- **Pedestrian Connectivity.** Phase 2 and 3A provide internal sidewalks and connections to sidewalks along streets. Phase 1 also provides a Greenway connection (see above) Staff feel that the sidewalks and sidewalk connections as depicted on the PDP meet the general intent of a PD having pedestrian connectivity. Per UDO 3.5.14(A)(10):

- UDO 3.5.14(A)(10): *Improve connectivity within and between Developments to promote mobility and enhance walkability.*
- **Parking.** Exclusively to Phase 2 and 3A, 130 parking spaces are depicted. The minimum number called for according to UDO parking standards by building use is 114. The overall Ace Development also includes 176 spaces from Phase 1 and an unknown number for the future Phase 3B. This means that as of approval of this PDP as proposed, there will be 306 spaces plus Phase 3B's future parking.

The applicant has noted in their narrative that a relatively large volume of parking is needed to account for possible restaurant uses within individual sites, and the updated narrative sent in on July 9, 2024 references forward planning for restaurant tenants.

UDO 3.5.14(A)(6) describes a Planned Development District's purpose, encouraging common or shared parking. Staff recognizes that commercial lease agreements typically place a high value on committed guaranteed parking for each unit. However, staff also feel that this development could benefit the community by incorporating some shared parking to reduce overall parking lot size and reduce runoff and heat island effect. Shared parking could be made by anticipating peak hours of customer traffic per business, sharing parking according to those hours, and ultimately eliminating some spaces. The best time to achieve this is when the developer still has control of the sites and can include this information to prospective lessees. This could reasonably look like reducing parking down from the proposed 130 to the 114 minimum (from UDO parking provisions) and re-arraying the parking lots' layout accordingly. Staff recommend that Town Council consider this and discuss this with the applicant based on the purpose of a Planned Development as set forth in the UDO.

- **Landscape Standards.** Phase 2 and 3A must conform to all applicable standards outlined in UDO Chapter 4, with the exception of the Planned Development specific standards mentioned in UDO section 3.5.14(H).
- **Architectural Review.** The buildings associated with this plan will required 4-sided architecture per Section 4.2.3 of the CDP due to visibility from multiple angles. The applicant has provided renderings for the buildings, but has not included the 4-sided renderings for Phase 2. Bob Koontz noted during a July 9, 2024 meeting with staff that they'll send in new renderings that will depict the EIFS with a brick appearance to meet the design standards. As of the completion of this staff report on August 8, 2024 prior to the Town Council hearing, planning staff have not received revised renderings showing more than one side of each structure in Phase 2. However, Architectural Compliance Permits will not be granted until the architecture complies with the zoning which in this case requires 4-sided architecture. If all renderings meet Architectural Compliance standards,

then the buildings will qualify for administrative review (as they are all under 10,000 square feet).

- **Canopy height between Phase 2 buildings (Fire Truck access).** The canopy between the buildings in Phase 3A needs to be a minimum of 13'6" to ensure proper Fire Department access throughout the site. It needs to be greater than 13'6" to accommodate the Fire Truck passing underneath. The plans updated on July 9, 2024 reflect this requirement.
- The Technical Review Committee reviewed the current PDP application at their July 9, 2024 meeting. Topics of discussion included building height, Fire Department access, dumpster areas, stormwater, and parking. A list of planning staff and Technical Review Committee comments were subsequently discussed with the applicant on July 9, 2024. The applicant then addressed these comments by amending the PDP narrative and site plan later that day. Further site plan review and Architectural Compliance Permit approval will be required prior to issuance of any building permits for development, if approved.
- The Town Council public hearing for this request will be an evidentiary hearing and will follow the procedures set forth in UDO §2.14.

**E. Cooperating Agency and Technical Review Committee Review and Comments**

A request for comments was emailed to agencies on June 27, 2024. Agencies notified include Town of Southern Pines Streets, Utilities, Fire, Recreation and Parks, and Engineering departments, the Regional Land Use Advisory Commission (RLUAC), U.S. Fish and Wildlife Service (USFWS), Moore County Airport and the North Carolina Department of Transportation (NCDOT). A comment was received back from RLUAC indicating that they have no comment.

**V. ATTACHMENTS**

The following materials are provided as attachments to this staff memorandum:

1. Draft Town Findings of Fact
2. Preliminary Development Plan Application
3. Preliminary Development Plan Narrative
4. Preliminary Development Plan Justification
5. Preliminary Development Plan Existing Conditions
6. Preliminary Development Plan Site Plan
7. Building Elevations (Phase 2)
8. Building Renderings (Phase 3A ABC Southern Pines)
9. Traffic Impact Analysis Update
10. Conceptual Utility Layout – Bowman
11. MCAA Navigation, Noise, and Vibration Easement

Additional documents related to this application including (but not limited to) property deeds, Authorization of Agent forms, email correspondence, meeting minutes and adjacent

property notification records are on file in the Town of Southern Pines Planning Office and available for public inspections during normal business hours.

**VI. TOWN COUNCIL ACTION:**

*To either approve or deny a Preliminary Development Plan application, the Town Council must make findings of fact and conclusions to the applicable standards.*

- *The Town Council shall first vote on whether the application is complete and whether the facts presented are relevant to the case.*
- *The Town Council shall then vote on whether the application complies with the criteria as set forth in Section 2.18.5(H) Criteria for a Preliminary Development Plan, Criteria 1-4. Staff has drafted a finding of fact for consideration in Attachment 1. The Town Council may make modifications or provide an alternative to the draft findings of fact and related motions at their discretion.*

**I move to:**

1. Adopt **Attachment 1** of the staff report, as drafted, as Findings of Fact regarding the proposed Preliminary Development Plan PD-05-23.

**- OR -**

2. Adopt **Attachment 1** of the staff report as Findings of Fact regarding the proposed Preliminary Development Plan PD-05-23, with the following changes:

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*Next, the Town Council shall vote on whether to approve, deny, or approve with conditions the proposed Preliminary Development Plan. The Town Council may choose one of the following motions, or any alternative they wish.*

**I move to:**

1. Approve the Preliminary Development Plan for PD-03-24;
2. Deny the Preliminary Development Plan for PD-03-24;
3. Approve the Preliminary Development Plan for PD-03-24 with the following additional conditions:

**Condition 1 – Phase 2 Usable Open Space Usage.**

The Phase 2 Usable Open Space shall include a minimum of these four featured components:

1. A grass lawn as depicted on the PDP, to be maintained by the Phase 2 lessees.

2. Three separate flower beds that encompass at least 30 square feet each OR eight flower planters at least 3½ feet in diameter, to be maintained by the Phase 2 lessees.
3. Permanent seating as depicted on the PDP, directly on or adjacent to the lawn. The developer can opt for picnic tables, benches, stand-alone chairs, or a combination of these, all rated for outdoor use.
4. One pergola structure or similar shade structure including adjacent landscaping located within the Open Space. The structure's location will be at the developer's discretion.

**Condition 2 – Phase 2 and 3A Parking Volume.**

The PDP site plan shall reduce the parking volume from 130 to 114 spaces. Where to omit spaces within the sites shall be at the developer's discretion.



**ATTACHMENT 1**  
**Draft Town Council Findings of Fact**  
**Preliminary Development Plan Application PD-03-24**

**Finding of Fact #1:**

The Town Council finds that the application is complete and that the facts submitted are relevant to the case because the request for Preliminary Development Plan approval has met the specified submittal requirements as required in the Town of Southern Pines UDO Appendices, the applicants have submitted adequate evidence addressing criteria for a Preliminary Development Plan, and the evidence submitted was sworn testimony by qualified experts or provided through substantiated documentation.

**Finding of Fact #2:**

The Town Council finds that the application complies with UDO §2.18.5(H) Criteria for a Preliminary Development Plan (Criteria 1-4), with the imposition of conditions of approval, in that:

**1. The application demonstrates that it will achieve the purposes of the PD district and the UDO.**

The Ace Hardware CDP is a Traditional Mixed-Use development that was approved in April 2022. The CDP does not set forth a clear “purpose” for the development but does describe allowable land uses as General Business and Office Services. Prior phases of development have resulted in a hardware store and stormwater pond, and a proposed Greenway Trail that is still undergoing development.

The purposes of a PD district are described in UDO §3.5.14. Based on the planning staff’s review of this section and based on testimony and evidence presented at the evidentiary hearing held on August 13, 2024, the Town Council finds two inconsistencies between the proposed site plan in the Ace Hardware Phases 2 and 3A PDP and the overall purpose and intent of a Planned Development:

1. **Usable Open Space Usage.** The Usable Open Space depicted in Phase 2 leaves too much ambiguity and room for a lessee to deviate from what UDO §3.5.14(A)(9) calls for - *Foster Development of a network of open space to serve a variety of recreational and environmental purposes designed and located with respect to existing unique natural features and environmentally sensitive areas.* Lessees could employ large portions of the open space for graveled-over seating or leave it as a largely unutilized space.
2. **Parking Volume.** The Phase 2 and 3A parking spaces amount to 130, with the UDO parking standards calling for a minimum of 114. Phase 1 has 176 spaces, with Phase 3B yet to be determined. This will amount to well over 306 spaces for the Ace development. UDO §3.5.14(A)(6) reads *to encourage common or shared parking.* This development should improve its design by anticipating peak hours of customer traffic per business, sharing parking according to those hours, and ultimately eliminating some spaces.

The Town Council finds that the Preliminary Development Plan achieves the purposes of the Planned Development and UDO by including two conditions of approval related to the development of Usable Open Space and parking volume. This is because the conditions of approval will align the PDP with the purposes of a Planned Development as set forth in UDO §3.5.14(A)(6), §3.5.14(A)(9), and §3.5.14(A)(10).

With the inclusion of these conditions, the Town Council finds the Phase 2 and 3A PDP is consistent with the purpose of the Planned Development District and the UDO.

**2. The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO.**

Based on statements made in the revised application materials attached to the Planning Department's staff report dated August 13, 2024, the Town Council finds that with the conditions set forth under Criteria 1 above, the application contains enough information and commitments to be deemed generally consistent with the CDP and UDO. Therefore, the PDP is appropriate given the specific mix of uses and character of the development and achieves an efficient, safe, and economical land use without detracting from the quality of the overall Ace Hardware development or the community as a whole.

**3. The proposed Development is located in an area of the Town that is appropriate.**

The proposed development is Phase 2 and 3A of the Ace Hardware CDP. The area being developed is designated "Traditional Mixed-Use" in the Comprehensive Long-Range Plan (CLRP), the predecessor of the 2040 Comprehensive Plan, under which this project is vested. The proposed land use will provide additional retail, restaurant, and office services and will further expand a growing retail and service industry job base within walking distance of a large apartment complex, Sandhills Community College, a traditional residential community, restaurants, a grocery store, and the Southern Pines Greenway System. Building heights are restricted to 50'.

The Town Council finds that given the prior phase of Ace Hardware's development, the CLRP designation, and the relative convenience of the location near a variety of existing and planned land uses, the proposed development is located in an appropriate area of town. Furthermore, the development is located in an area of town with existing access to necessary infrastructure and where the street system is adequate, or will be improved to be adequate, to accommodate the projected traffic volumes.

**4. The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities and services.**

Town Council finds that the proposed PDP is served by all necessary utilities and transportation infrastructure and the development will bear the cost of all infrastructure modifications and/or extensions. Development of the subject property in the manner proposed is an efficient way to increase jobs and tax base, while providing for a more vibrant community atmosphere.



## Planned Development District Preliminary Development Plan Application

Fee: \$ \_\_\_\_\_ Date Received: \_\_\_\_\_ Case No.: PD- \_\_\_\_\_ - \_\_\_\_\_

### Project Information:

Project Name: Ace Hardware - Phases 2 & 3

Physical Address: 445 Capital Dr, Carthage, NC 28327

PIN: 857300963887; 857300974451 Parcel ID: 00033603; 00033604

Site Size: ±4.49 AC Zoning: PD - w/ approved CDP

### Applicant:

Name(s): Rhetson Companies, Inc.

Email: permits@rhetson.com Phone: 910-944-0881

Mailing Address: 2075 Juniper Lake Rd. West End, NC 27376

### Authorized Agent, if different from Applicant:

Name(s): Koontz Jones Design

Email: bkoontz@koontzjones.com Phone: 910-684-8487

Mailing Address: 140 Applecross Rd, Suite B, Pinehurst, NC 28374

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

Name(s): Southern Pines Ace Land Company, LLC

Email: rsaunders@southernpinesace.com Phone: 910-638-3978

Mailing Address: 215 Capital Drive, Carthage, NC 28327

1/12/22

**TO THE TOWN OF SOUTHERN PINES PLANNING BOARD AND TOWN COUNCIL:**

I, the undersigned, do hereby make application to and petition the Planning Board and Town Council for approval of a Planned Development District – Preliminary Development Plan as required by the Town of Southern Pines Zoning Ordinance. The following information is submitted in support of this application:

The property which is the subject of this application is located on the south side of Airport Rd. (St./Ave.), between Capital Drive (St./Ave.) and Lindberg Place (St./Ave.). The property has a frontage of ±660 feet and a depth of ±890 feet.

The request is based upon **Section 2.18.5** of the **Town of Southern Pines Unified Development Ordinance**. The proposed use of the property is as follows:

General Business and office services to include a mixture of uses

**Date:** 4/4/2024 | 9:22 AM EDT

DocuSigned by:

Chris Morgan

400502BA-A37E-48B...  
Applicant

**PLANNING DEPARTMENT  
TOWN OF SOUTHERN PINES**  
801 SE Service Road, Southern Pines, NC 28387  
[plan@southernpines.net](mailto:plan@southernpines.net) (910) 692-4003 [www.southernpines.net](http://www.southernpines.net)

1/12/22

APPOINTMENT OF AGENT

**RHETSON COMPANIES INC.**

The undersigned owner(s), Southern Pines Ace Land Company, LLC, hereby appoint(s) Koontz Jones Design as the exclusive agent for the purpose of making an application to the Town of Southern Pines for the approval of the Planned Development District – Preliminary Development Plan 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 approval of a Planned Development District – Preliminary Development Plan; and
4. to act on behalf of the property owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for a Planned Development District -Preliminary Development Plan under the Southern Pines Unified Development Ordinance.

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

Signed this 4th day of April, 2024.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Agent

1/12/22

## **SOUTHERN PINES ACE HARDWARE – PHASES 2 & 3A**

### **PRELIMINARY DEVELOPMENT PLAN (PDP) NARRATIVE**

The development of the property described as Southern Pines Ace Hardware – Phases 2 & 3A in the submitted exhibits will be completed as a mixed use development which could include office, retail, and restaurant uses. Overall, the project will cover a total of approximately 3.8 acres. All information, descriptions and calculations included in this application are related to the development of this parcel of property.

Phase 2 of the project will include the development of ±12,650 SF of retail, restaurant, or office space with the construction of two buildings and adequate parking facilities. Phase 2 will be accessed from Capital Drive and from the Ace Hardware parking area that was built with Phase 1 of the project. Phase 3A of the project will include the development of ±20,000 SF of office, retail, and wholesale trade space. Access for Phase 3A will also be from Capital Drive, which was extended and completed with Phase 1 of the project. The overall character of the development will provide a high-quality commercial center that will be carefully integrated into the surrounding area and compatible with the surrounding development areas. Architectural themes, landscaping and design elements common to Southern Pines will be utilized as described in the Town of Southern Pines UDO or in the CDP document. Future uses must be compliant with the CDP and the approved list of uses.

The project falls within the Cape Fear, Little River (Intake No. 2) watershed which is designated as a high-quality watershed. A watershed protection permit was approved by the Town of Southern Pines during Phase 1 of the development. The project also falls within foraging partitions of one active and one abandoned red-cockaded woodpecker (RCW) cluster. Dr. J. H. Carter III and Associates have conducted a foraging habitat analysis for the property which has been reviewed by the US Fish and Wildlife Service (USFW). The review letter from USFW was submitted during previous phases of the project. The area consisting of phases 2 & 3A have been generally cleared of existing vegetation prior to the current development. There are no floodplains or wetlands located on the property. The project will fully comply with all general notes and standards included in the approved Southern Pines Ace Hardware Conceptual Development Plan (CDP).

Design standards for individual elements of the development are described below.

- **Pedestrian Connectivity**
  - Pedestrian access will be provided throughout the site. Continuing with the character of the existing infrastructure, a sidewalk will be installed along the North Side Capital Drive. Parking areas throughout the site will connect to sidewalks leading to the building entrances and provide accessible access as required by state and federal standards.
- **Parking**
  - Parking areas will be designed and landscaped per Town of Southern Pines Unified Development Ordinance standards in Section 4.5.





- Required and provided parking tabulations have been included on Sheet L-1.1 with this application. At the time of this application submittal, uses within the retail buildings located in Phase 2 have yet to be identified. Excess parking over the minimum parking space requirement is intended to provide flexibility for future uses. For example, if additional restaurant space is leased within the proposed buildings, the minimum parking requirement calculations would increase and could potentially provide a number of spaces below the minimum required number of spaces. Parking is intended to be shared within the overall development including possible future phases.
- Parking views will be screened from adjoining roadways as required by the Town of Southern Pines UDO and approved CDP documents.
- **Streets and Access**
  - Main access to the property as described in this PDP will be provided from Capital Drive. Access to the property from NC Highway 22 and Airport Rd is also available via Olivetree Lane and the Capital Drive.
  - A Traffic Impact Analysis (TIA) has been submitted during previous phases of the development.
- **Landscaping**
  - Landscaping will be provided as required by the Town of Southern Pines UDO in Section 4.3. This will include tree islands, parking lot landscaping and streetscape plantings.
  - Buffer plantings will follow the guidelines and standards as approved in the CDP.
- **Lighting**
  - All lighting on the property will follow Section 4.8 of the CDP and Section 4.2.6 of the CDP. Lighting levels along streets and in parking areas will be provided to meet the UDO standards for safety and match the existing community. Proposed lighting fixtures will match previous phases of development. All light will be projected downward to limit any light spilling onto adjacent properties.
- **Open Space**
  - Required open space for the overall Southern Pines Ace Hardware development per section 4.2.2 of the CDP is 20%. A minimum of 10% of the provided open space shall be usable open space as described in section 3.5.14 of the UDO. While no open space is required for each individual phase of the development, the overall development must meet the open space requirements.
  - The area identified as useable open space between the proposed buildings in Phase 2 is intended to provide a mixture of lawn and outdoor seating space. The ultimate design of this space will be dictated by the adjacent lessees and is to provide a space that will be harmonious with the adjacent use and be an inviting space for customers or employees to enjoy outside dining, activities, or relaxation.
  - An updated 'running' tabulation for the overall Southern Pines Ace Hardware property has been provided on Sheet L.1.1 of the submission set.
- **Stormwater**
  - The property is located within a state regulated and protected drainage basin. As such stormwater design will fully comply with all aspects of applicable local and state standards and regulations for storm water management and watershed protection, including specific requirements for erosion and sedimentation control.

Best management practices at the time of development for each phase shall be utilized in accordance with NCDEQ guidance. Stormwater must be maintained on the overall property to meet the Town of Southern Pines, NCDEQ, and any other stormwater regulations.

- It was intended that the stormwater management device located in Phase 1 would be a regional facility that would accommodate the runoff from all phases of the overall Southern Pines Ace Hardware property shown in the CDP. Preliminary engineering plans indicate that additional storage space may be required for Phase 3A. If additional storage space is required, it will be directed to the area as shown on the conceptual utilities plan that was included with this submittal. Any additional facilities will be designed per the Town of Southern Pines and NCDEQ standards.
- Detailed plans and calculations will be provided during the detailed site engineering process.

- **Utility Service**

- Adequate water and sewer service can be provided by the Town of Southern Pines to service this development. Utility extensions were installed with the completion of Capital Drive that was part of Phase 1 of the project. All utilities on the site will be located underground and installed per the policies of the local utility providers and the Town of Southern Pines.
- A conceptual utility layout for Phases 2 & 3A has been provided with this PDP submission set

- **Buffers/Setbacks**

- The setbacks for the property will follow the standards of the UDO for the specific area and uses. A 400' Urban Transition Highway Corridor Overlay is present along Airport Road. Due to site specific conditions and to allow for greater flexibility in design to protect an existing strand of Pine Trees along the North East property boardary, the project will follow the Urban Village Highway Corridor Overlay buffer and setback standards rather than the Urban Transition HCOD standards, as described in the CDP. A 40' building and parking setback and 40' planted buffer are proposed along Airport Road.
- A 40-60' undisturbed buffer along the Eastern property boundary north of Capital Dr. is shown on Sheet L-1.1.
- Setbacks and standards within the first 400' along Airport Road will follow the guidelines and standards as approved in the CDP. Portions of the property outside of the Highway Corridor Overlay Districts, will follow the standards of the UDO for the specific area and uses.
- Landscape buffer planting areas of 10' have been provided along all parking boundary areas and meet the Town's UDO standards in Section 4.3.

- **Architectural Character**

- The proposed buildings will be required to meet the standards of the commercial building design guidelines described in Section 4.10 of the Town of Southern Pines UDO. Furthermore, all buildings are required to have four (4) sided architecture as described in the CDP

- **Signage**

- All signage will be designed in conformance with the requirements of the Town of Southern Pines UDO in Section 4.6. Signs for “Shopping Centers” will follow Section 4.6.13 and maintain a Unified Sign Plan.
- Sign location as shown on Sheet L-1.1 of the submission set are permitted in the CDP. Signage, internal to the development, may be provided throughout the property for purposes of identification and wayfinding.
- Overall Shopping Center signs, along Airport Road, may include signage for businesses from the adjoining retail buildings and shopping center area for parcels with access along Capital Drive and Olivetree Lane.

The descriptions and conditions described above will apply to the development as indicated in the Preliminary Development Plan document. The proposed plan utilizes the CDP’s development standards and implements the second and third phases of development within the Southern Pines Ace Hardware development. These phases of development meet the standards of the Southern Pines Ace Hardware CDP. Should the CDP be amended, any standards indicated on the attached plans may be amended to accommodate the revised standard, without requiring amendment to these PDP documents.

In summary, the proposed PD – PDP and surrounding development is consistent with the Town's Comprehensive Long-Range Plan (CLRP) and promotes its objectives. The CLRP designates the property as Traditional Mixed-Use. This PDP contains retail buildings within the overall and adjacent mixed-use development, and will be similar in scale and size to these developments. The approved CDP describes a master planned mixed-use development. The proposed PDP complies with the standards as established in the CDP and Southern Pines UDO.

## EXHIBIT A

### **Southern Pines Ace Hardware – Phases 2 & 3A Preliminary Development Plan Justification**

Below are listed the four (4) criteria required to approve a Preliminary Development Plan (PDP) application as described in Section 2.18.5(H) of the Town of Southern Pines Unified Development Ordinance (UDO). Following the individual criteria is an explanation, indicated in red, describing how the project demonstrates compliance with each of these criteria.

A Preliminary Development Plan is permitted if the Applicant demonstrates that:

(1) The application demonstrates that it will achieve the purposes of the PDD and this section;

The PDP conforms to all standards set forth in the Conceptual Development Plan (CDP) and the standards set forth in the UDO. The plans included with the CDP demonstrates the overall compliance with the UDO and this PDP follows the standards of the CDP. The PD District, Comprehensive Long-Range Plan (CLRP) and the CDP all encourage a traditional mixed-use development that reflects the standards of the existing area that surrounds the phase of development described in the PDP. The PDP submitted meets these goals.

(2) The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO;

The PDP is consistent with and meets all standards and requirements provided in the CDP plans and conforms to the standards of the UDO. The development of commercial, retail, and office space is consistent with the Conceptual Land Use Plan shown on Sheet L 1.1 of the CDP master plan.

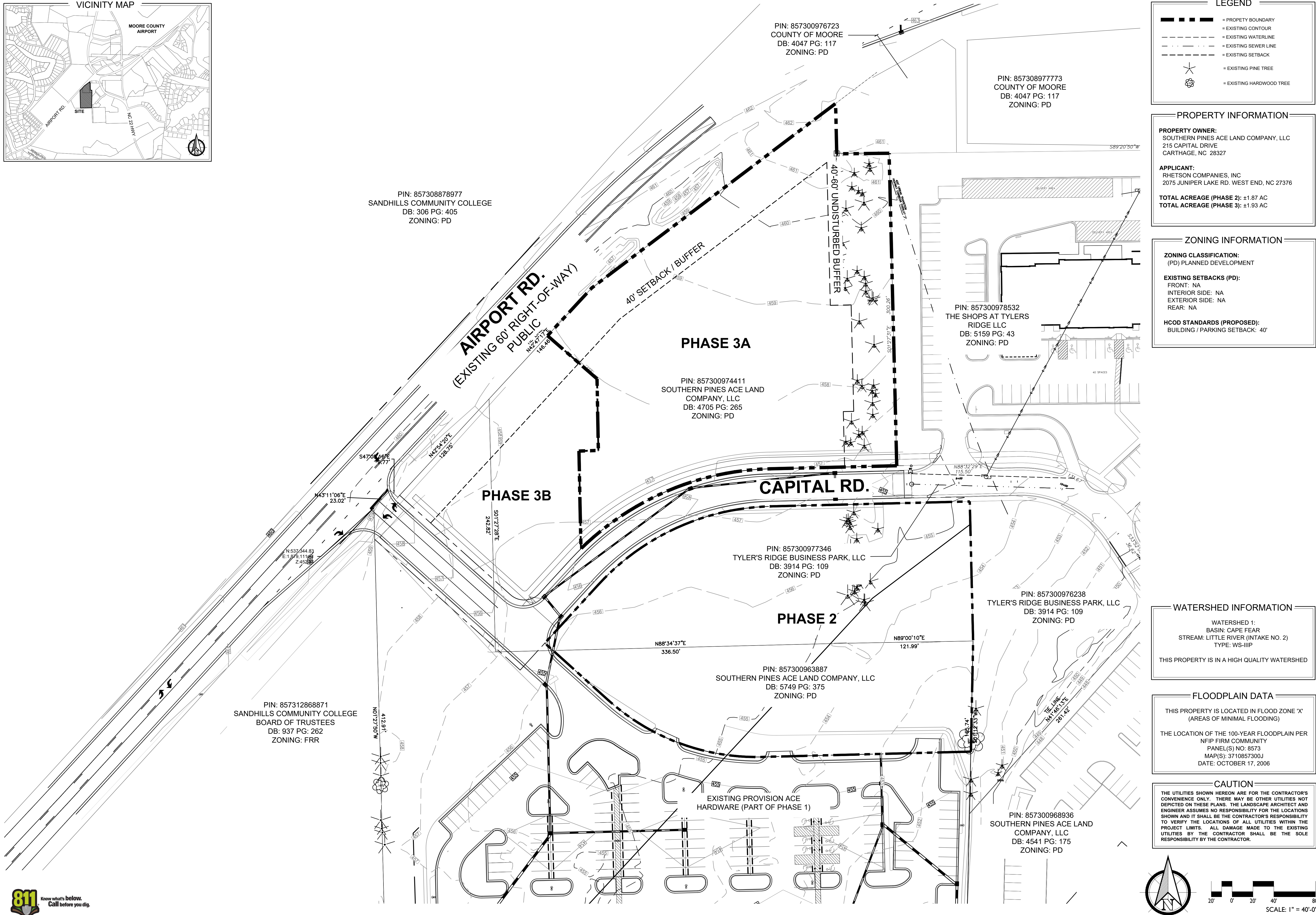
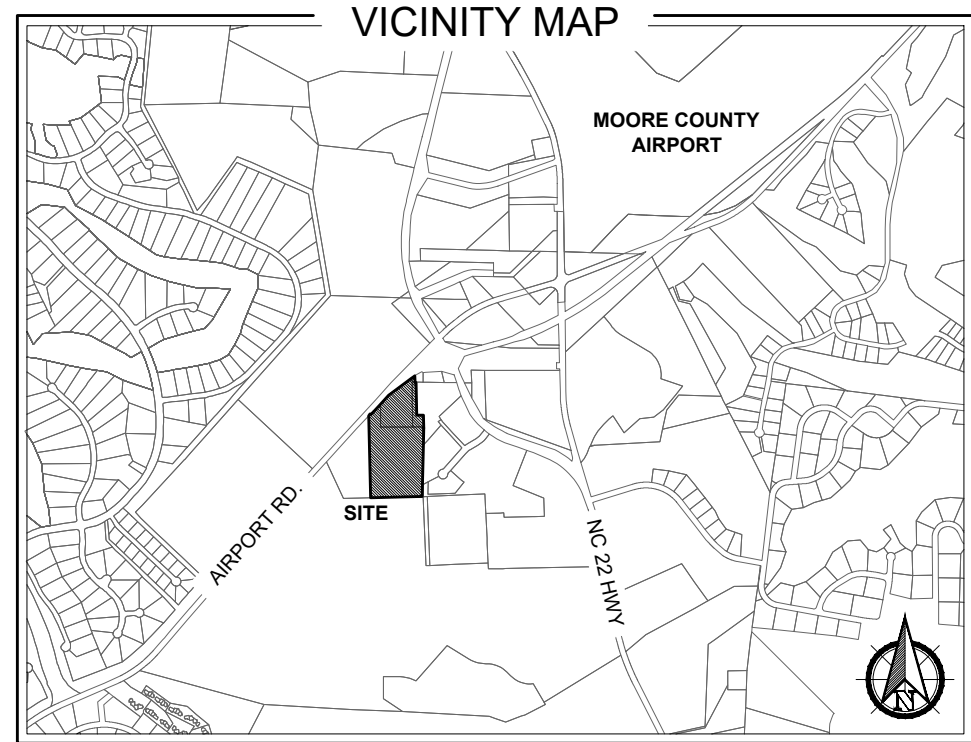
(3) The proposed Development is located in an area of the Town that is appropriate; and

The PDP is consistent with the CDP and the surrounding community which includes a mixed-use building (office, medical office, and restaurant), hardware supply store, multi-family apartment, and child day care center. The CLRP, which takes into account surrounding land uses, designates this property as traditional mixed-use. The development of the commercial, retail, and office space included in the PDP is consistent with the surrounding land uses and appropriate for this area. With the development standards set forth in the UDO and CDP, the PDP will be compatible with the surrounding neighborhoods and land uses.

(4) The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities and services

Water and sewer utilities are readily available for the project. Water and sewer utilities are located in Captial Drive, Olivetree Lane, and Airport Road. Capital Drive was extended to Airport Rd during Phase 1 of the project and included utility extensions that will serve Phases 2 & 3A. Stormwater management devices will be provided as necessary and required to control stormwater runoff for the property. Stormwater will be piped to the stormwater management device that was built with Phase 1. Detailed plans and calculations will be provided during the detailed site engineering process.





**LEGEND**

- — — — — = PROPERTY BOUNDARY
- - - - - = EXISTING CONTOUR
- - - - - = EXISTING WATERLINE
- - - - - = EXISTING SEWER LINE
- - - - - = EXISTING SETBACK
- \* = EXISTING PINE TREE
- ⊗ = EXISTING HARDWOOD TREE

**PROPERTY INFORMATION**

**PROPERTY OWNER:**  
SOUTHERN PINES ACE LAND COMPANY, LLC  
215 CAPITAL DRIVE  
CARTHAGE, NC 28327

**APPLICANT:**  
RHETSON COMPANIES, INC  
2075 JUNIPER LAKE RD. WEST END, NC 27376

**TOTAL ACREAGE (PHASE 2):** ±1.87 AC  
**TOTAL ACREAGE (PHASE 3):** ±1.93 AC

**ZONING INFORMATION**

**ZONING CLASSIFICATION:**  
(PD) PLANNED DEVELOPMENT

**EXISTING SETBACKS (PD):**  
FRONT: NA  
INTERIOR SIDE: NA  
EXTERIOR SIDE: NA  
REAR: NA

**HCOD STANDARDS (PROPOSED):**  
BUILDING / PARKING SETBACK: 40'

**WATERSHED INFORMATION**

WATERSHED 1:  
BASIN: CAPE FEAR  
STREAM: LITTLE RIVER (INTAKE NO. 2)  
TYPE: WS-IIIP

THIS PROPERTY IS IN A HIGH QUALITY WATERSHED

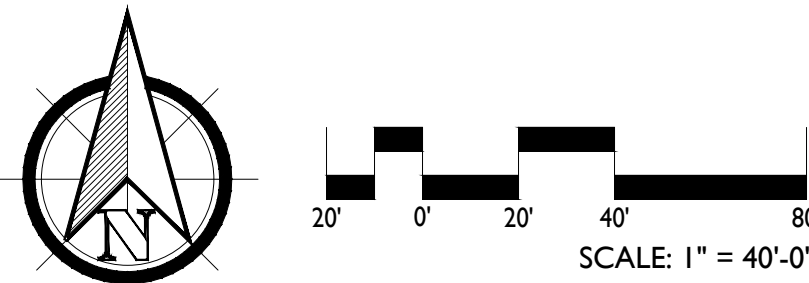
**FLOODPLAIN DATA**

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'  
(AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER  
NFIP FIRM COMMUNITY  
PANEL(S) NO: 8573  
MAP(S): 3710857300J  
DATE: OCTOBER 17, 2006

**CAUTION**

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.



PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

**KOONTZJONESDesign**  
LAND PLANNING | LANDSCAPE ARCHITECTURE

150 S PAGE STREET  
SOUTHERN PINES, NC 28387  
P: (910) 684-9467  
W: www.koontzjonesdesign.com

REVISIONS:

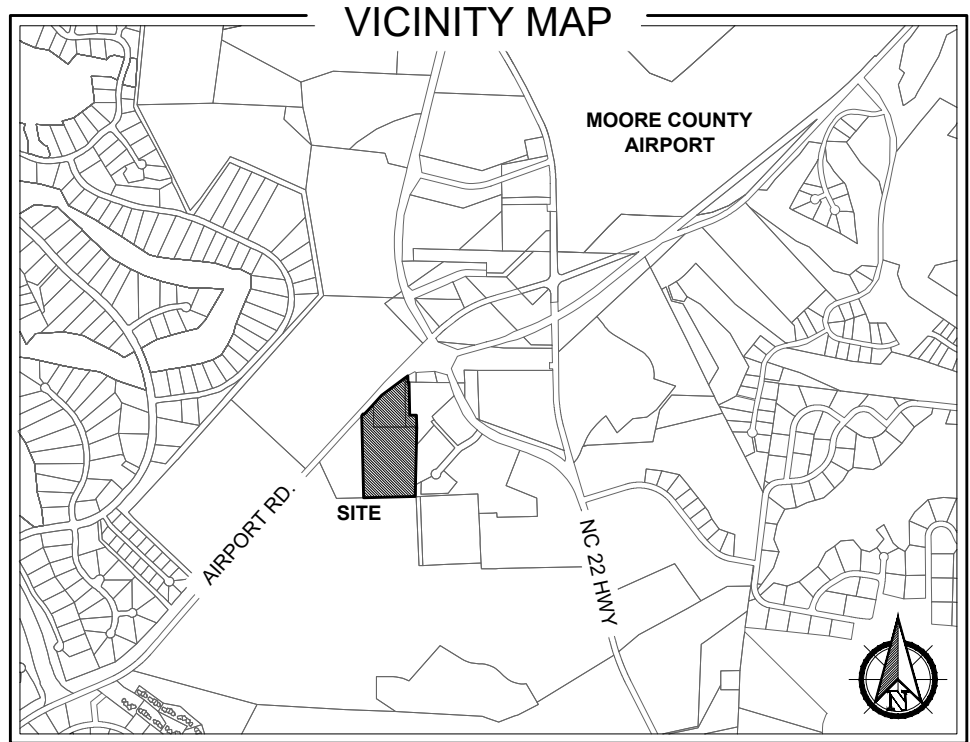
REVISIONS:

**ACE HARDWARE - PHASES 2 & 3A**  
**PRELIMINARY DEVELOPMENT PLAN**  
SOUTHERN PINES, NORTH CAROLINA  
**EXISTING CONDITIONS**

DATE: 05-13-2024  
DESIGNED BY: REK  
DRAWN BY: PJS  
CHECKED BY: REK  
SCALE: 1" = 40'-0"  
PROJECT #:  
SHEET NUMBER#:  
**L-1.0**







**GENERAL NOTES:**

1. STREET LIGHTING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 4.2.6 OF THE CDP AND SECTION 4.8 OF TOWNS UDO
2. PROJECT SIGNS WILL MEET ALL REQUIREMENTS AS ESTABLISHED IN SECTION 4.2.7 OF THE CDP
3. DRAINAGE WILL BE RETAINED AND TREATED BY ON SITE STORMWATER MANAGEMENT DEVICES. THE GENERAL LOCATION OF SUCH DEVICES ARE SHOWN ON THIS PLAN. DETAILED STORMWATER MANAGEMENT PLANS WILL BE PROVIDED DURING PERMITTING OF THE DEVELOPMENT AND WILL FOLLOW THE TOWN OF SOUTHERN PINE'S STANDARDS AND BE APPROVED BY THE TOWN ENGINEER.

**OPEN SPACE SUMMARY - SOUTHERN PINES ACE HARDWARE**

|                    |                  |            |                            |
|--------------------|------------------|------------|----------------------------|
| SITE AREA          | 13.4             | acres      |                            |
| CATEGORY           | REQUIRED         | PROVIDED   | TOTAL REMAINING TO PROVIDE |
| Overall Open Space | 2.68 acres (20%) | 3.01 acres | 0.00 acres                 |
| Usable Open Space  | 1.34 acres (10%) | 1.37 acres | 0.00 acres                 |

| LOCATION | OVERALL    | USABLE     |
|----------|------------|------------|
| Phase 1  | 2.21 acres | 1.27 acres |
| Phase 2  | 0.1 acres  | 0.1 acres  |
| Phase 3A | 0.7 acres  | 0 acres    |
| TOTAL    | 3.01 acres | 1.37 acres |

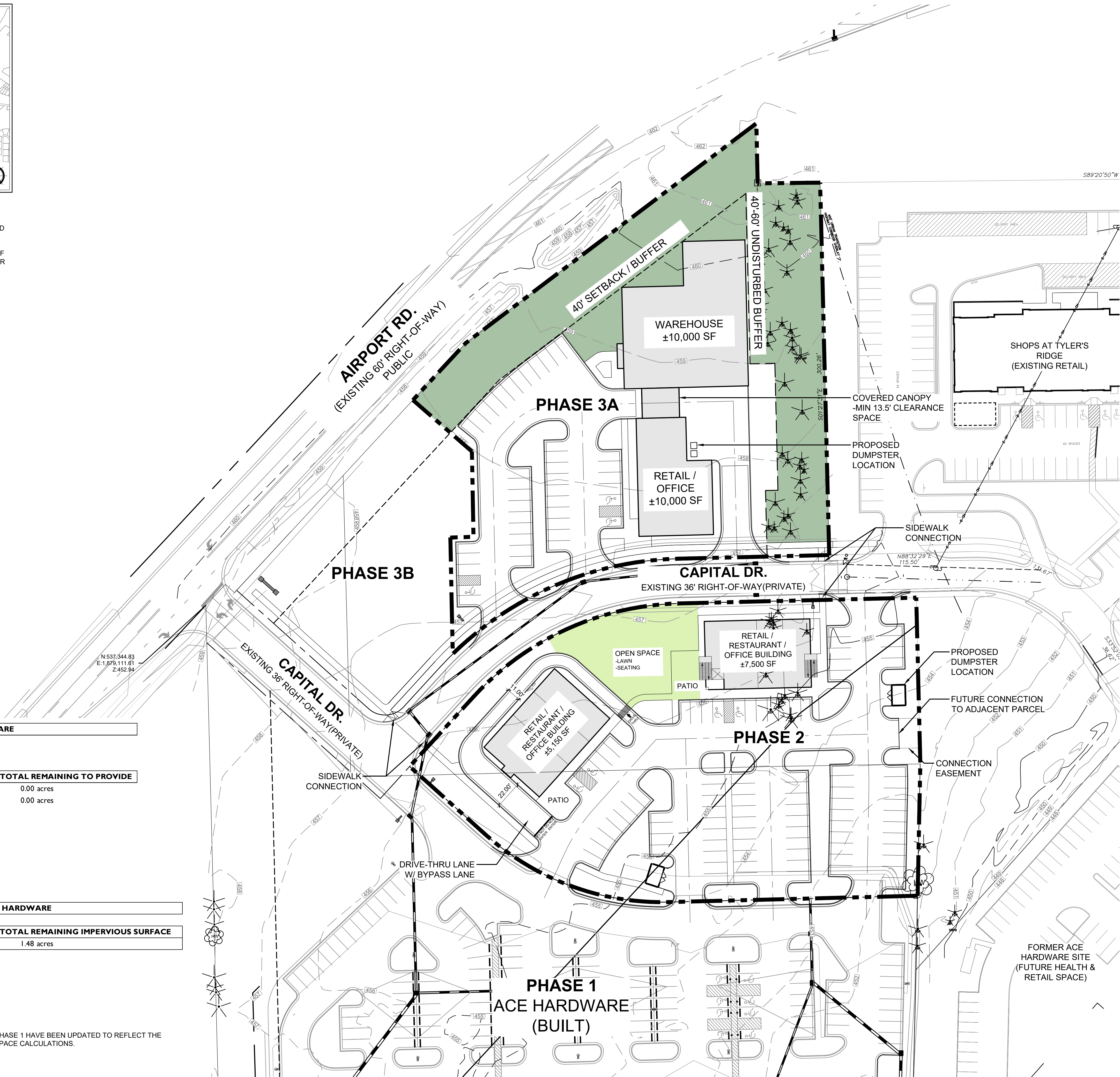
**IMPERVIOUS SURFACE SUMMARY - SOUTHERN PINES ACE HARDWARE**

|                    |                  |            |                                    |
|--------------------|------------------|------------|------------------------------------|
| TOTAL SITE AREA    |                  | 13.4 acres |                                    |
| CATEGORY           | ALLOWABLE        | PROVIDED   | TOTAL REMAINING IMPERVIOUS SURFACE |
| Impervious Surface | 9.38 acres (70%) | 7.90 acres | 1.48 acres                         |

| LOCATION | OVERALL   |
|----------|-----------|
| Phase 1  | 5.2 acres |
| Phase 2  | 1.6 acres |
| Phase 3A | 1.1 acres |
| TOTAL    | 7.9 acres |

**NOTE:**

1. IMPERVIOUS SURFACE AND OPEN SPACE CALCULATIONS FOR PHASE 1 HAVE BEEN UPDATED TO REFLECT THE ENGINEERED SITE PLAN AND TOWN STAFF COMMENTS ON OPEN SPACE CALCULATIONS.



**LEGEND**

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- - - - - = EXISTING CONTOUR
- - - - - = EXISTING WATERLINE
- - - - - = EXISTING SEWER LINE
- = PROPOSED OPEN SPACE
- = PROPOSED USEABLE OPEN SPACE

**ZONING INFORMATION**

**ZONING CLASSIFICATION:**  
(PD) PLANNED DEVELOPMENT  
(WITH AN APPROVED CDP)

**EXISTING SETBACKS (PD):**  
FRONT: NA  
INTERIOR SIDE: NA  
EXTERIOR SIDE: NA  
REAR: NA

**PROPOSED HCOD STANDARDS:**  
BUILDING SETBACK: 40' (STREET YARD)  
PARKING AREA SETBACK: 40' (STREET YARD)

**PROPERTY INFORMATION**

**PROPERTY OWNER:**  
SOUTHERN PINES ACE LAND COMPANY, LLC  
215 CAPITAL DRIVE  
CARTHAGE, NC 28327

**APPLICANT:**  
RHETSON COMPANIES, INC  
2075 JUNIPER LAKE RD. WEST END, NC 27376

**TOTAL CDP AREA ACREAGE:** ±13.4 AC

**TOTAL ACREAGE (PHASE 2):** ±1.87 AC  
**TOTAL ACREAGE (PHASE 3A):** ±1.93 AC

**TOTAL IMPERVIOUS SURFACE:** ±2.3 AC

**TOTAL OPEN SPACE:** ±0.8 AC

**TOTAL USEABLE OPEN SPACE:** ±0.10 AC

**REQUIRED PARKING (PHASE 2):**  
10,510 SF RETAIL (1 / 200 SF): 53 SPACES  
2,140 SF RESTAURANT (1 / 100 SF): 21 SPACES  
**TOTAL:** 74 SPACES

**PROVIDED PARKING (PHASE 2):** 88 SPACES

**REQUIRED PARKING (PHASE 3A):**  
5,000 SF RETAIL (1 / 200 SF): 25 SPACES  
5,000 SF OFFICE (1 / 400 SF): 13 SPACES  
10,000 SF WAREHOUSE: (1 / 5,000 SF): 2 SPACES  
**TOTAL:** 40 SPACES

**PROVIDED PARKING (PHASE 3A):** 42 SPACES

**TOTAL REQUIRED PARKING:** 114 SPACES  
**TOTAL PROVIDED PARKING:** 130 SPACES

**WATERSHED INFORMATION**

WATERSHED 1:  
BASIN: CAPE FEAR  
STREAM: LITTLE RIVER (INTAKE NO. 2)  
TYPE: WS-IIIP

THIS PROPERTY IS IN A HIGH QUALITY WATERSHED

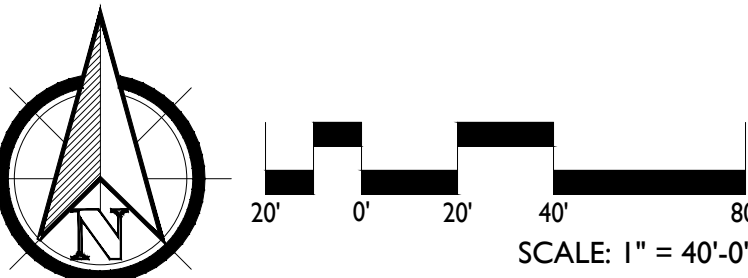
**FLOODPLAIN DATA**

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'  
(AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER  
NFP FIRM COMMUNITY  
PANEL(S) NO: 8573  
MAP(S): 3710857300J  
DATE: OCTOBER 17, 2006

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LAND PLANNING | LANDSCAPE ARCHITECTURE

150 S PAGE STREET  
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REVISIONS:

REVISIONS:

**ACE HARDWARE - PHASES 2 & 3A**  
**PRELIMINARY DEVELOPMENT PLAN**  
SOUTHERN PINES, NORTH CAROLINA

**SITE PLAN**

DATE: 05-13-2024  
DESIGNED BY: REK  
DRAWN BY: PJS  
CHECKED BY: REK  
SCALE: 1" = 40'-0"  
PROJECT #: K021123  
SHEET NUMBER: L-1.1

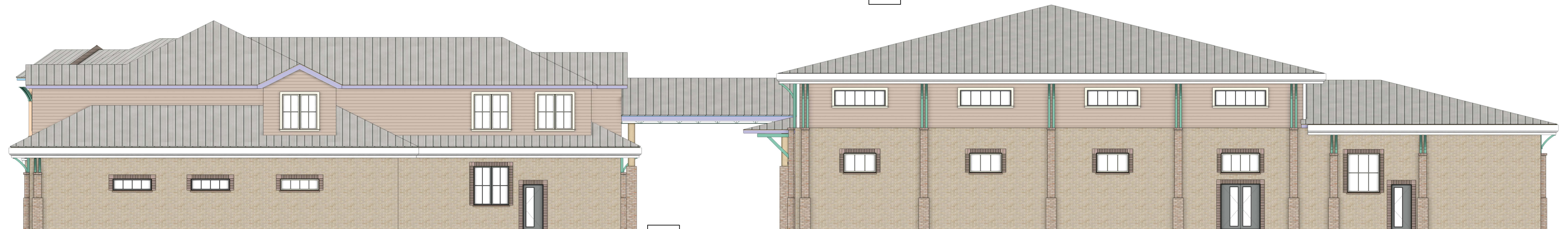












David A. Nichols  
erson Nichols Design  
115 Lazar Ln.  
Southern Pines  
orth Carolina 28387  
910-315-9901

Person Nicholas Design and/or David A. Schone assumes no liability for any harm constructed from this plan. It is the responsibility of the purchaser to perform the following duties before construction:

- (1) Builder or contractor must verify all dimensions prior to proceeding with construction.
- (2) Contractor must verify compliance with all existing building codes in the area where the house is to be constructed.
- (3) Plans indicate locations only; engineering inspectors should incorporate actual site conditions.
- (4) Construction must be exercised in making any changes in this plan. Only qualified Designated Architect/Engine Structural Engineer could attempt modifications, as even minor changes in one area of the house could lead to problems in another area. The designers made every attempt to ensure that these drawings meet or exceed all state and local codes.

ings and Specifications as Instruments of Service are and shall remain the property of Anderson.

**Tools Design:** whether the project for which they are intended is executed or not and may be used on other projects or extensions of project except by written agreement with the design.

|                                                   |                                                |
|---------------------------------------------------|------------------------------------------------|
| Drawn By<br><b>D. Nichols</b>                     | Revision<br><b>Revision</b>                    |
| Checked By                                        | Project ID<br><b>ABC Southern Pines, NC</b>    |
| Reviewed By<br><b>CS &amp; MK</b>                 | Drawing Code<br><b>WVDS 2024</b>               |
| Authorized By<br><b>Nichols Design</b>            | CAD File Name<br><b>ABC Southern Pines.VMX</b> |
| Project Manager<br><b>Goodnight / Kantorowski</b> | Plot Date<br><b>06/04/2024</b>                 |

|                                                                                  |     |
|----------------------------------------------------------------------------------|-----|
| David Nichols Design<br>115 Lazar Ln<br>Southern Pines, NC 28387<br>910-315-9901 | TBD |
|----------------------------------------------------------------------------------|-----|

Consultant





June 21, 2024

**DRMP Job #:24507**

James Michel, PE, MBA  
Town Engineer/Asst. Public Works Director  
Town of Southern Pines  
801 SE Service Road  
Southern Pines, NC 28387  
E: [JMichel@southernpines.net](mailto:JMichel@southernpines.net)

**Subject:** Traffic Assessment for Phases 2 and 3  
Ace Hardware Development – Southern Pines

Dear Mr. Michel:

This letter provides a Traffic Assessment for Phase 2 and Phase 3 of the Ace Hardware Development located at Airport Road and NC 22 (Central Drive) in Southern Pines. Phase 2 and Phase 3 are part of the overall Ace Hardware development that has an approved Concept Development Plan (CDP). Phase 2 is the parcel immediately north of the existing Ace Hardware store and is proposed to include two buildings with a total of approximately 12,650 s.f. of space. Phase 3 is the parcel adjacent to Airport Road and is proposed to include an ABC store along with a Food Truck area. The ABC store (Phase 3A) includes 10,000 s.f. of retail/office space and 10,000 s.f. of warehouse space.

A Traffic Impact Analysis (TIA) for the overall development (named Southern Pines Retail) was prepared in February 2022. The TIA assumed the overall development would include a 53,271 s.f. Ace Hardware store, 45,300 s.f. of retail space, and a 4,800 s.f. fast-food restaurant with drive-through. This TIA was reviewed by NCDOT and required transportation improvements were identified for the overall development in the April 11, 2022 letter (see attached). These improvements are required based on the TIA that was prepared for the overall development.

A TIA Addendum was prepared in June 2022 as part of the PDP process for the Ace Hardware store (phase 1). The TIA Addendum was prepared to better identify and isolate traffic impacts associated with the Ace Hardware store to determine what improvements should be required of this phase of development. The TIA Addendum included less density for other parcels within this development to help identify impacts specifically of the Ace Hardware store, while still accounting for future development of other parcels. Since the TIA Addendum was completed specifically for the Ace

Hardware store approval (phase 1), the overall TIA for the development is the approved traffic study for the Concept Development Plan (CDP) with improvements required of the overall development.

### **Site Trip Generation**

Average weekday daily, AM peak hour, and PM peak hour trips for the current development plan were estimated using methodology contained within the ITE *Trip Generation Manual*, 11th Edition. Table 1 provides a summary of the trip generation for the current development plan. The trip generation includes the already approved and constructed Ace Hardware store since it is part of the overall development and is needed to accurately calculate internal capture trips. Phase 1 is shown in blue, phase 2 uses in orange, and phase 3 uses in green in Table 1.

**Table 1: Trip Generation Summary – Overall Ace Hardware Development**

| Land Use<br>(ITE Code)                                                        | Intensity      | Daily<br>Traffic<br>(vpd) | Weekday<br>AM Peak Hour<br>Trips (vph) |            | Weekday<br>PM Peak Hour<br>Trips (vph) |            |
|-------------------------------------------------------------------------------|----------------|---------------------------|----------------------------------------|------------|----------------------------------------|------------|
|                                                                               |                |                           | Enter                                  | Exit       | Enter                                  | Exit       |
| Hardware Store<br>(816)                                                       | 58,182<br>s.f. | 470                       | 42                                     | 39         | 31                                     | 33         |
| Liquor Store<br>(899)                                                         | 5,000 s.f.     | 726                       | 13                                     | 13         | 47                                     | 47         |
| General Office<br>(710)                                                       | 5,000 s.f.     | 86                        | 11                                     | 2          | 2                                      | 12         |
| Warehousing<br>(150)                                                          | 10,000 s.f.    | 54                        | 19                                     | 6          | 8                                      | 20         |
| Retail (<40 KSF)<br>(822)                                                     | 10,510<br>s.f. | 674                       | 18                                     | 12         | 40                                     | 41         |
| Fast-Food Restaurant w/ Drive-Thru<br>(934)                                   | 2,140<br>s.f.  | 1,000                     | 49                                     | 46         | 37                                     | 34         |
| <b>Total Trips</b>                                                            |                | <b>3,010</b>              | <b>152</b>                             | <b>118</b> | <b>165</b>                             | <b>187</b> |
| <i>Internal Capture<br/>(12% AM &amp; 16% PM)</i>                             |                |                           | -19                                    | -15        | -26                                    | -30        |
| <b>Total External Trips</b>                                                   |                |                           | <b>133</b>                             | <b>103</b> | <b>139</b>                             | <b>157</b> |
| <i>Pass-By Trips: Hardware Store<br/>(26% PM)</i>                             |                |                           | --                                     | --         | -7                                     | -7         |
| <i>Pass-By Trips: Retail<br/>(29% PM)</i>                                     |                |                           | --                                     | --         | -10                                    | -10        |
| <i>Pass-By Trips: Fast-Food Restaurant w/ Drive-Thru<br/>(50% AM, 55% PM)</i> |                |                           | -21                                    | -21        | -16                                    | -16        |
| <b>Total Primary Trips</b>                                                    |                |                           | <b>112</b>                             | <b>82</b>  | <b>106</b>                             | <b>124</b> |

Internal capture trips were calculated for the overall development based on the NCHRP Report 684. In addition, pass-by trips were calculated for the appropriate land uses based on pass-by percentages

from ITE. After reductions for internal capture and pass-by trips, the proposed development plan will generate approximately 194 new weekday AM peak hour trips (112 entering and 82 exiting), and 230 new weekday PM peak hour trips (106 entering and 124 exiting).

Trip generation used in the original TIA report for the development was higher than the total trip generation for the current development plan. The original TIA report included trip generation for more retail density than is currently proposed with Phases 2 and 3. Table 2 provides a comparison of the trip generation for the current proposed development plan and the trip generation used in the TIA report.

**Table 2: Trip Generation Comparison  
Current Proposed Development Plan vs. TIA**

| Land Use<br>(ITE Code)                         | Intensity | Daily<br>Traffic<br>(vpd) | Weekday<br>AM Peak Hour<br>Trips (vph) |      | Weekday<br>PM Peak Hour<br>Trips (vph) |      |
|------------------------------------------------|-----------|---------------------------|----------------------------------------|------|----------------------------------------|------|
|                                                |           |                           | Enter                                  | Exit | Enter                                  | Exit |
| Ace Hardware Development Plan (Full Build Out) |           |                           |                                        |      |                                        |      |
| Total Primary Trips                            |           | 3,010                     | 112                                    | 82   | 106                                    | 124  |
| TIA Development Plan (from February 2022 TIA)  |           |                           |                                        |      |                                        |      |
| Total Primary Trips                            |           | 6,260                     | 177                                    | 130  | 125                                    | 131  |
| DIFFERENCE                                     |           | -3,250                    | -65                                    | -48  | -19                                    | -7   |

As shown in Table 2, the current development plan will generate over 3,200 fewer daily trips, approximately 113 fewer AM peak hour trips, and approximately 26 fewer PM peak hour trips than was assumed in the original TIA report. All improvements required for the development (in the NCDOT TIA approval letter) were based on the higher trip generation in the TIA report. The overall impact of development trips will be less than assumed in the original TIA report.

### **Summary**

The proposed plans for Phase 2 and Phase 3 of the Ace Hardware development will result in a lower trip generation in the overall development than was shown in the previous TIA report prepared for the overall development. Since the trip generation is lower for the overall development with the current proposed plans for Phase 2 and Phase 3, an additional traffic study is not necessary.





Improvements identified as part of the TIA review are required of the development and would be expected as part of completion of the overall development.

If you should have any questions or comments regarding this letter, please feel free to contact me at [rstephenson@drmp.com](mailto:rstephenson@drmp.com) or by phone at 919-872-5115.

Sincerely,

A handwritten signature in black ink, appearing to read "Rynal Stephenson".

Rynal Stephenson, P.E.  
Chief Traffic Analysis Engineer  
DRMP, Inc.

Corporate License #F-1524



Attachments: NCHRP Internal Capture Tables

TIA Trip Generation Table

NCDOT TIA Review Letter (April 11, 2022)

Concept Development Plan for Overall Development

Phases 2 and 3 Preliminary Development Plans

cc: DeAngelo Jones (NCDOT)  
Bob Koontz, PLA, Koontz Jones Design  
Dagoberto Juarez Pozos, PE (NCDOT)  
Nicholas Lineberger, PE (NCDOT Congestion Management)

| NCHRP 684 Internal Trip Capture Estimation Tool |                       |  |  |               |           |
|-------------------------------------------------|-----------------------|--|--|---------------|-----------|
| Project Name:                                   | Southern Pines Retail |  |  | Organization: | DRMP      |
| Project Location:                               | Southern Pines, NC    |  |  | Performed By: | RS        |
| Scenario Description:                           |                       |  |  | Date:         | 6/20/2024 |
| Analysis Year:                                  | Buildout              |  |  | Checked By:   |           |
| Analysis Period:                                | AM Street Peak Hour   |  |  | Date:         |           |

| Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate) |                                         |                  |         |                                      |          |         |
|------------------------------------------------------------------------------|-----------------------------------------|------------------|---------|--------------------------------------|----------|---------|
| Land Use                                                                     | Development Data (For Information Only) |                  |         | Estimated Vehicle-Trips <sup>3</sup> |          |         |
|                                                                              | ITE LUCs <sup>1</sup>                   | Quantity         | Units   | Total                                | Entering | Exiting |
| Office                                                                       |                                         |                  |         | 0                                    |          |         |
| Retail                                                                       | 816/822/899                             | 182 , 10,510, 50 | sq. ft. | 137                                  | 73       | 64      |
| Restaurant                                                                   | 934                                     | 2,140            | sq. ft. | 95                                   | 49       | 46      |
| Cinema/Entertainment                                                         |                                         |                  |         | 0                                    |          |         |
| Residential                                                                  |                                         |                  |         | 0                                    |          |         |
| Hotel                                                                        |                                         |                  |         | 0                                    |          |         |
| All Other Land Uses <sup>2</sup>                                             |                                         |                  |         | 0                                    |          |         |
|                                                                              |                                         |                  |         | 232                                  | 122      | 110     |

| Table 2-A: Mode Split and Vehicle Occupancy Estimates |                        |           |                 |                        |           |                 |
|-------------------------------------------------------|------------------------|-----------|-----------------|------------------------|-----------|-----------------|
| Land Use                                              | Entering Trips         |           |                 | Exiting Trips          |           |                 |
|                                                       | Veh. Occ. <sup>4</sup> | % Transit | % Non-Motorized | Veh. Occ. <sup>4</sup> | % Transit | % Non-Motorized |
| Office                                                | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Retail                                                | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Restaurant                                            | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Cinema/Entertainment                                  | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Residential                                           | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Hotel                                                 | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| All Other Land Uses <sup>2</sup>                      | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |

| Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance) |                  |        |            |                      |             |       |
|---------------------------------------------------------------------------|------------------|--------|------------|----------------------|-------------|-------|
| Origin (From)                                                             | Destination (To) |        |            |                      |             |       |
|                                                                           | Office           | Retail | Restaurant | Cinema/Entertainment | Residential | Hotel |
| Office                                                                    |                  |        |            |                      |             |       |
| Retail                                                                    |                  |        |            |                      |             |       |
| Restaurant                                                                |                  |        |            |                      |             |       |
| Cinema/Entertainment                                                      |                  |        |            |                      |             |       |
| Residential                                                               |                  |        |            |                      |             |       |
| Hotel                                                                     |                  |        |            |                      |             |       |

| Table 4-A: Internal Person-Trip Origin-Destination Matrix* |                  |        |            |                      |             |       |
|------------------------------------------------------------|------------------|--------|------------|----------------------|-------------|-------|
| Origin (From)                                              | Destination (To) |        |            |                      |             |       |
|                                                            | Office           | Retail | Restaurant | Cinema/Entertainment | Residential | Hotel |
| Office                                                     |                  | 0      | 0          | 0                    | 0           | 0     |
| Retail                                                     | 0                |        | 9          | 0                    | 0           | 0     |
| Restaurant                                                 | 0                | 6      |            | 0                    | 0           | 0     |
| Cinema/Entertainment                                       | 0                | 0      | 0          |                      | 0           | 0     |
| Residential                                                | 0                | 0      | 0          | 0                    |             | 0     |
| Hotel                                                      | 0                | 0      | 0          | 0                    | 0           |       |

| Table 5-A: Computations Summary           |       |          |         |
|-------------------------------------------|-------|----------|---------|
|                                           | Total | Entering | Exiting |
| All Person-Trips                          | 255   | 134      | 121     |
| Internal Capture Percentage               | 12%   | 11%      | 12%     |
|                                           |       |          |         |
| External Vehicle-Trips <sup>5</sup>       | 204   | 108      | 96      |
| External Transit-Trips <sup>6</sup>       | 0     | 0        | 0       |
| External Non-Motorized Trips <sup>6</sup> | 0     | 0        | 0       |

| Table 6-A: Internal Trip Capture Percentages by Land Use |                |               |
|----------------------------------------------------------|----------------|---------------|
| Land Use                                                 | Entering Trips | Exiting Trips |
| Office                                                   | N/A            | N/A           |
| Retail                                                   | 8%             | 13%           |
| Restaurant                                               | 17%            | 12%           |
| Cinema/Entertainment                                     | N/A            | N/A           |
| Residential                                              | N/A            | N/A           |
| Hotel                                                    | N/A            | N/A           |

|                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <sup>1</sup> Land Use Codes (LUCs) from <i>Trip Generation Manual</i> , published by the Institute of Transportation Engineers.                                                                                                                                                                         |
| <sup>2</sup> Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.                                                                                                                                               |
| <sup>3</sup> Enter trips assuming no transit or non-motorized trips (as assumed in ITE <i>Trip Generation Manual</i> ).                                                                                                                                                                                 |
| <sup>4</sup> Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made to Tables 5-A, 9-A (O and D). Enter transit, non-motorized percentages that will result with proposed mixed-use project complete. |
| <sup>5</sup> Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.                                                                                                                                                                                            |
| <sup>6</sup> Person-Trips                                                                                                                                                                                                                                                                               |
| *Indicates computation that has been rounded to the nearest whole number.                                                                                                                                                                                                                               |
| Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1                                                                                                                                                                                                                    |

| NCHRP 684 Internal Trip Capture Estimation Tool |                       |  |  |               |           |
|-------------------------------------------------|-----------------------|--|--|---------------|-----------|
| Project Name:                                   | Southern Pines Retail |  |  | Organization: | DRMP      |
| Project Location:                               | Southern Pines, NC    |  |  | Performed By: | RS        |
| Scenario Description:                           |                       |  |  | Date:         | 6/20/2024 |
| Analysis Year:                                  | Buildout              |  |  | Checked By:   |           |
| Analysis Period:                                | PM Street Peak Hour   |  |  | Date:         |           |

| Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate) |                                                  |                  |         |                                      |          |         |
|------------------------------------------------------------------------------|--------------------------------------------------|------------------|---------|--------------------------------------|----------|---------|
| Land Use                                                                     | Development Data ( <i>For Information Only</i> ) |                  |         | Estimated Vehicle-Trips <sup>3</sup> |          |         |
|                                                                              | ITE LUCs <sup>1</sup>                            | Quantity         | Units   | Total                                | Entering | Exiting |
| Office                                                                       |                                                  |                  |         | 0                                    |          |         |
| Retail                                                                       | 816/822/899                                      | 182 , 10,510, 50 | sq. ft. | 239                                  | 118      | 121     |
| Restaurant                                                                   | 934                                              | 2,140            | sq. ft. | 71                                   | 37       | 34      |
| Cinema/Entertainment                                                         |                                                  |                  |         | 0                                    |          |         |
| Residential                                                                  |                                                  |                  |         | 0                                    |          |         |
| Hotel                                                                        |                                                  |                  |         | 0                                    |          |         |
| All Other Land Uses <sup>2</sup>                                             |                                                  |                  |         | 0                                    |          |         |
|                                                                              |                                                  |                  |         | 310                                  | 155      | 155     |

| Table 2-P: Mode Split and Vehicle Occupancy Estimates |                        |           |                 |                        |           |                 |
|-------------------------------------------------------|------------------------|-----------|-----------------|------------------------|-----------|-----------------|
| Land Use                                              | Entering Trips         |           |                 | Exiting Trips          |           |                 |
|                                                       | Veh. Occ. <sup>4</sup> | % Transit | % Non-Motorized | Veh. Occ. <sup>4</sup> | % Transit | % Non-Motorized |
| Office                                                | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Retail                                                | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Restaurant                                            | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Cinema/Entertainment                                  | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Residential                                           | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| Hotel                                                 | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |
| All Other Land Uses <sup>2</sup>                      | 1.10                   | 0%        | 0%              | 1.10                   | 0%        | 0%              |

| Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance) |                  |        |            |                      |             |       |
|---------------------------------------------------------------------------|------------------|--------|------------|----------------------|-------------|-------|
| Origin (From)                                                             | Destination (To) |        |            |                      |             |       |
|                                                                           | Office           | Retail | Restaurant | Cinema/Entertainment | Residential | Hotel |
| Office                                                                    |                  | 4000   | 4000       |                      | 4000        |       |
| Retail                                                                    |                  |        |            |                      | 4000        |       |
| Restaurant                                                                |                  |        |            |                      | 4000        |       |
| Cinema/Entertainment                                                      |                  |        |            |                      | 4000        |       |
| Residential                                                               |                  | 4000   | 4000       |                      |             |       |
| Hotel                                                                     |                  |        |            |                      | 4000        |       |

| Table 4-P: Internal Person-Trip Origin-Destination Matrix* |                  |        |            |                      |             |       |
|------------------------------------------------------------|------------------|--------|------------|----------------------|-------------|-------|
| Origin (From)                                              | Destination (To) |        |            |                      |             |       |
|                                                            | Office           | Retail | Restaurant | Cinema/Entertainment | Residential | Hotel |
| Office                                                     |                  | 0      | 0          | 0                    | 0           | 0     |
| Retail                                                     | 0                |        | 12         | 0                    | 0           | 0     |
| Restaurant                                                 | 0                | 15     |            | 0                    | 0           | 0     |
| Cinema/Entertainment                                       | 0                | 0      | 0          |                      | 0           | 0     |
| Residential                                                | 0                | 0      | 0          | 0                    |             | 0     |
| Hotel                                                      | 0                | 0      | 0          | 0                    | 0           |       |

| Table 5-P: Computations Summary           |       |          |         |
|-------------------------------------------|-------|----------|---------|
|                                           | Total | Entering | Exiting |
| All Person-Trips                          | 341   | 171      | 170     |
| Internal Capture Percentage               | 16%   | 16%      | 16%     |
| External Vehicle-Trips <sup>5</sup>       | 261   | 131      | 130     |
| External Transit-Trips <sup>6</sup>       | 0     | 0        | 0       |
| External Non-Motorized Trips <sup>6</sup> | 0     | 0        | 0       |

| Table 6-P: Internal Trip Capture Percentages by Land Use |                |               |
|----------------------------------------------------------|----------------|---------------|
| Land Use                                                 | Entering Trips | Exiting Trips |
| Office                                                   | N/A            | N/A           |
| Retail                                                   | 12%            | 9%            |
| Restaurant                                               | 29%            | 41%           |
| Cinema/Entertainment                                     | N/A            | N/A           |
| Residential                                              | N/A            | N/A           |
| Hotel                                                    | N/A            | N/A           |

|                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <sup>1</sup> Land Use Codes (LUCs) from <i>Trip Generation Manual</i> , published by the Institute of Transportation Engineers.                                  |
| <sup>2</sup> Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.        |
| <sup>3</sup> Enter trips assuming no transit or non-motorized trips (as assumed in ITE <i>Trip Generation Manual</i> ).                                          |
| <sup>4</sup> Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be |
| <sup>5</sup> Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.                                                     |
| <sup>6</sup> Person-Trips                                                                                                                                        |
| *Indicates computation that has been rounded to the nearest whole number.                                                                                        |
| Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1                                                                             |

## 4. SITE TRIP GENERATION AND DISTRIBUTION

### 4.1. Trip Generation

The proposed development is expected to consist of a 53,271 sq. ft. hardware store, 45,300 sq. ft. of general retail, and a 4,800 sq. ft. fast-food restaurant with drive-thru. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 10th Edition. Table 3 provides a summary of the trip generation potential for the site.

**Table 3: Trip Generation Summary**

| Land Use<br>(ITE Code)                                                | Intensity         | Daily<br>Traffic<br>(vpd) | Weekday<br>AM Peak<br>Hour Trips<br>(vph) |            | Weekday<br>PM Peak<br>Hour Trips<br>(vph) |            |
|-----------------------------------------------------------------------|-------------------|---------------------------|-------------------------------------------|------------|-------------------------------------------|------------|
|                                                                       |                   |                           | Enter                                     | Exit       | Enter                                     | Exit       |
| Hardware Store<br>(816)                                               | 53,271<br>sq. ft. | 490                       | 37                                        | 35         | 30                                        | 30         |
| Shopping Center<br>(820)                                              | 45,300<br>sq. ft. | 3,510                     | 108                                       | 66         | 145                                       | 157        |
| Fast-Food Restaurant w/ Drive-Thru<br>(934)                           | 4,800<br>sq. ft.  | 2,260                     | 98                                        | 95         | 82                                        | 75         |
| <b>Total Trips</b>                                                    |                   | <b>6,260</b>              | <b>243</b>                                | <b>196</b> | <b>257</b>                                | <b>262</b> |
| <i>Internal Capture<br/>(11% AM &amp; 21% PM)*</i>                    |                   |                           | -24                                       | -24        | -55                                       | -54        |
| <b>Total External Trips</b>                                           |                   |                           | <b>219</b>                                | <b>172</b> | <b>202</b>                                | <b>208</b> |
| <i>Pass-By Trips: Hardware Store<br/>(49% AM, 50% PM)</i>             |                   |                           | --                                        | --         | -6                                        | -6         |
| <i>Pass-By Trips: Shopping Center<br/>(43% PM)</i>                    |                   |                           | --                                        | --         | -40                                       | -40        |
| <i>Pass-By Trips: Fast-Food Restaurant w/ Drive-Thru<br/>(36% PM)</i> |                   |                           | -42                                       | -42        | -31                                       | -31        |
| <b>Total Primary Trips</b>                                            |                   |                           | <b>177</b>                                | <b>130</b> | <b>125</b>                                | <b>131</b> |

\*Utilizing methodology contained in the NCHRP Report 684.

It is estimated that the proposed development will generate approximately 6,260 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 439 trips (243 entering and 196 exiting) will occur during the





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

April 11, 2022

Nate Bouquin, P.E.  
Ramey Kemp and Associates, Inc.  
5808 Faringdon Place, Suite 100  
Raleigh, NC 27609

SUBJECT: Traffic Impact Analysis  
Southern Pines Retail, Moore County

Dear Mr. Bouquin,

Thank you for submitting the Traffic Impact Analysis for the subject development. The preliminary site plan and traffic impact analysis have been reviewed by District, Division, and Congestion Management staff in accordance with the Policy on Street and Driveway Access to North Carolina Highways. We have the following comments for the subject access permit.

**Airport Road and Site Drive 1**

- Construct the northbound approach with one (1) ingress lane and two (2) egress lanes, striped as exclusive right turn and left turn lanes as well as provide a minimum of 100 feet of internal protected stem.
- Construct an eastbound right-turn lane with 100 feet of storage and appropriate taper.
- Construct a westbound left turn lane with 150 feet of storage and appropriate taper.

**Airport Road and NC 22 Roundabout**

- Construct an exclusive eastbound right-turn slip lane with a minimum of 150 feet of storage and appropriate taper.

**NC 22 and Olive Tree Lane**

- Monitor intersection for future eastbound congestion movements and convert entrance to a right in-right out once warranted by NCDOT.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DISTRICT 2, DIVISION 8  
902 NORTH SANDHILLS BLVD.  
ABERDEEN, NC 28315

*Telephone:* (910) 944-7621  
*Fax:* (910) 944-5623  
*Customer Service:* 1-877-368-4968

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
902 NORTH SANDHILLS BLVD.  
ABERDEEN, NC 28315

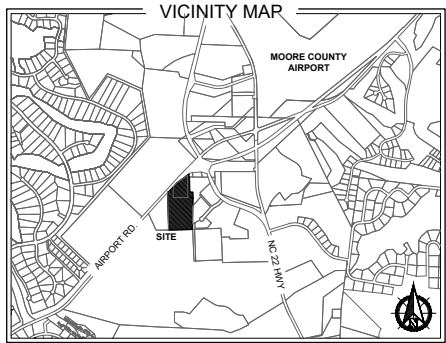
Please incorporate the above comments into your planning. When the above comments have been addressed, please submit site plans along with applicable permits to this office for review. If further information is needed, please advise.

Sincerely,

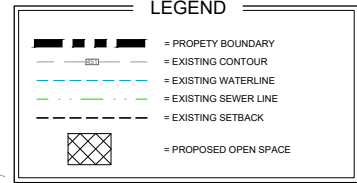
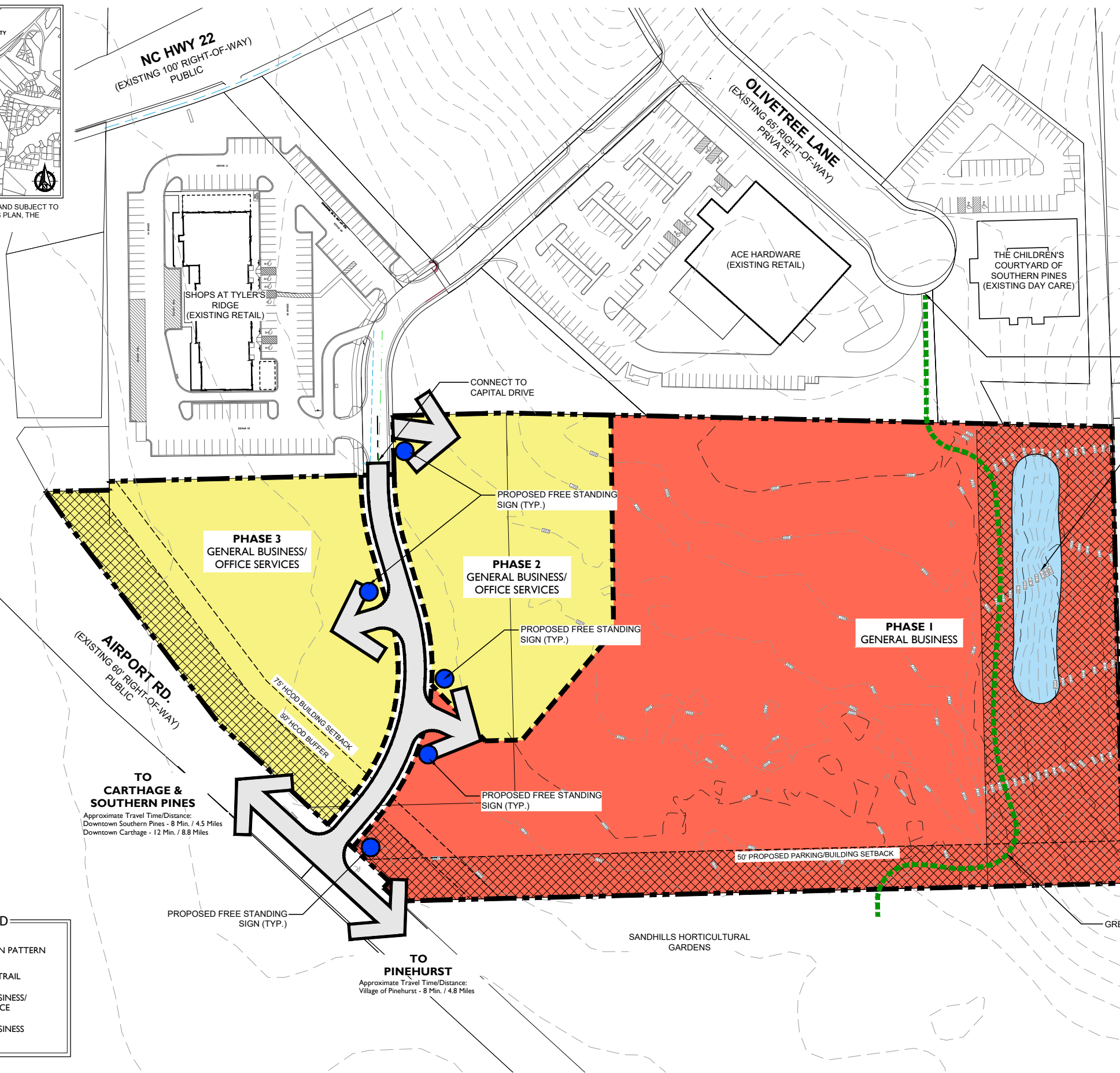
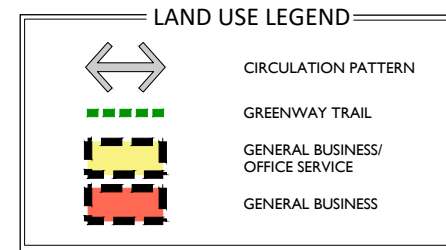
A handwritten signature in black ink, appearing to read 'Matthew Kitchen', written in a cursive style.

Matthew Kitchen, PE  
District Engineer

CC: Patrick Norman, PE  
John Grant, PE  
David Willett  
Josh Brooks, PE  
File



\* THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY AND SUBJECT TO CHANGE. THE PROPERTY OWNER MAY MODIFY THIS PLAN, THE ILLUSTRATED USES AND ANY PHASING.



**PHASING PLAN NOTES:**

1. DUE TO THE UNCERTAINTY OF ECONOMIC FACTORS THAT INFLUENCE LAND DEVELOPMENT, SOME FLEXIBILITY IN THE SEQUENCING OF PHASES IS NECESSARY AND IS TO BE BASED ON MARKET DEMANDS AND NECESSARY INFRASTRUCTURE IMPROVEMENTS.
2. RATHER THAN TYING THE PHASING TO SPECIFIC DATES AND SEQUENCING, PHASING IS TIED TO REQUIRED INFRASTRUCTURE IMPROVEMENTS INCLUDING ROADWAY, WATER LINE, AND SEWER LINE CONSTRUCTION ADEQUATE TO SERVE THE PHASE TO BE DEVELOPED. PHASES ARE NOT REQUIRED TO DEVELOP SEQUENTIALLY WITHIN THIS PLAN BUT COULD NOT DEVELOP UNTIL THE ADEQUATE INFRASTRUCTURE IS PROVIDED TO ACCOMMODATE THE PROPOSED PHASE. PHASES MAY ALSO BE DEVELOPED AND COMBINED WITH OTHER PHASES AND SUBPHASES.
3. PHASING AND REQUIREMENTS FOR EACH PHASE WILL BE REVIEWED AT SUCH TIME AS A PDP IS SUBMITTED FOR AN INDIVIDUAL PHASE.

**OPEN SPACE NOTES:**

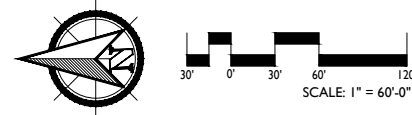
1. THE GENERAL LOCATION OF OPEN SPACES AND WATER BODIES IS SHOWN ON SHEET L-1.1. THESE LOCATIONS ARE CONCEPTUAL IN NATURE AND MAY VARY IN SIZE AND LOCATION DURING THE DETAILED SITE PLAN PROCESS.
2. A MINIMUM OF 20% OF TOTAL OPEN SPACE SHALL BE PROVIDED. A MINIMUM 10% OF THE PROVIDED OPEN SPACE SHALL BE USABLE OPEN SPACE AS DESCRIBED IN SECTION 3.5.14 OF THE UDO. A RUNNING TABULATION WILL BE PROVIDED DURING THE PDP PROCESS FOR EACH INDIVIDUAL PHASE.

**TRANSPORTATION PLAN NOTES:**

1. ALL STREETS AND PARKING AREAS WILL BE DESIGNED TO MEET THE TOWN OF SOUTHERN PINES ENGINEERING STANDARDS OR ADDITIONAL GEOTECHNICAL ENGINEERING RECOMMENDATIONS WILL BE PROVIDED AS AN ALTERNATIVE BASED ON THE SPECIFIC SOIL CONDITIONS ON THE PROPERTY
2. STORMWATER MANAGEMENT FOR THE TRANSPORTATION FACILITIES AND FUTURE DEVELOPMENT WILL BE PROVIDED USING BEST MANAGEMENT PRACTICES, IN REGIONAL STORMWATER DETENTION FACILITIES. FACILITIES WILL BE LOCATED IN THE GENERAL LOCATIONS SHOWN ON THE CONCEPTUAL DEVELOPMENT PLAN. AS ILLUSTRATED ON THIS SHEET, THE DRAINAGE FLOW ARROWS DESIGNATE THE GENERAL FLOW OF WATER BASED ON THE EXISTING TOPOGRAPHY. DRAINAGE WILL FLOW TOWARDS THE GENERAL AREA WHERE THE PROPOSED STORMWATER MANAGEMENT DEVICE IS SHOWN. THE LOCATION OF STORMWATER MANAGEMENT DEVICES ARE SUBJECT TO CHANGE THROUGHOUT THE CONTINUED DEVELOPMENT OF THE PROPERTY BASED ON DETAILED ENGINEERING PLANS. EACH INDIVIDUAL SITE MAY ALSO ELECT TO PROVIDE STORMWATER ON-SITE DEPENDING UPON THE SITE CONDITIONS AND ENGINEERING STANDARDS. STORMWATER MUST BE MAINTAINED ON THE OVERALL PROPERTY TO MEET THE TOWN OF SOUTHERN PINES AND ALL STATE AND FEDERAL STANDARDS.
3. NO ENDANGERED SPECIES ARE LOCATED ON THE PROPERTY.
4. TRAVEL DISTANCES & TIMES WERE OBTAINED FROM GOOGLE MAPS AND REFLECT TYPICAL DRIVING TIMES OBSERVED FROM 9-5 PM. TRAVEL TIMES MAY FLUCTUATE BASED ON TIME, WEATHER, CONSTRUCTION, TRAFFIC ACCIDENTS, AND INCREASES IN TRAFFIC DUE TO HOLIDAYS AND SPECIAL EVENTS.

**CAUTION**

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.



PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

**KOONTZJONESDesign**  
LAND PLANNING | LANDSCAPE ARCHITECTURE

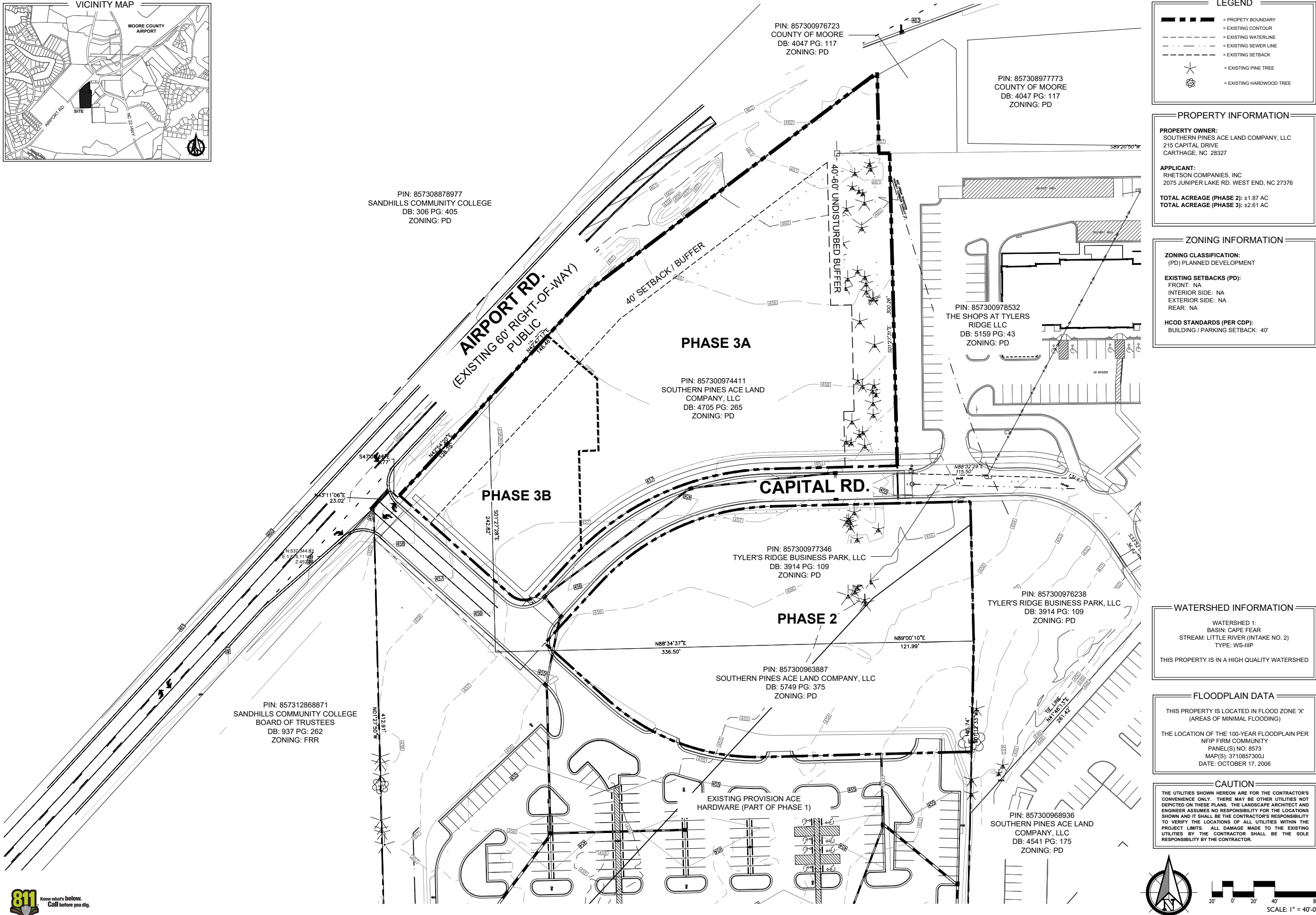
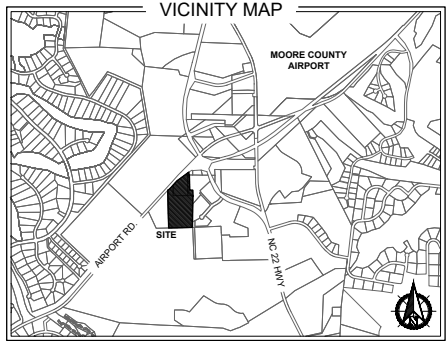
150 S PAGE STREET  
SOUTHERN PINES, NC 28387  
P: (910) 684-9487  
W: www.koontzjonesdesign.com

REVISIONS:

**SOUTHERN PINES ACE HARDWARE**  
**CONCEPTUAL DEVELOPMENT PLAN**  
SOUTHERN PINES, NORTH CAROLINA

CONCEPTUAL LAND USE PLAN / TRANSPORTATION PLAN

DATE: 04-05-2022  
DESIGNED BY: JCK  
DRAWN BY: PJS  
CHECKED BY: REK  
Q.C. BY: REK  
PROJECT #: 60-0-  
SHEET NUMBER: L-1.1



**LEGEND**

- = PROPERTY BOUNDARY
- - - = EXISTING CONTOUR
- - - = EXISTING WATERLINE
- - - = EXISTING SEWER LINE
- - - = EXISTING SETBACK
- \* = EXISTING PINE TREE
- ⊗ = EXISTING HARDWOOD TREE

**PROPERTY INFORMATION**

**PROPERTY OWNER:**  
SOUTHERN PINES ACE LAND COMPANY, LLC  
215 CAPITAL DRIVE  
CARTHAGE, NC 28327

**APPLICANT:**  
RHETSON COMPANIES, INC  
2075 JUNIPER LAKE RD. WEST END, NC 27376

**TOTAL ACREAGE (PHASE 2):** ±1.87 AC  
**TOTAL ACREAGE (PHASE 3):** ±2.61 AC

**ZONING INFORMATION**

**ZONING CLASSIFICATION:**  
(PD) PLANNED DEVELOPMENT

**EXISTING SETBACKS (PD):**  
FRONT: NA  
INTERIOR SIDE: NA  
EXTERIOR SIDE: NA  
REAR: NA

**HCOD STANDARDS (PER CDP):**  
BUILDING / PARKING SETBACK: 40'

**WATERSHED INFORMATION**

WATERSHED 1:  
BASIN: CAPE FEAR  
STREAM: LITTLE RIVER (INTAKE NO. 2)  
TYPE: WS-IIIIP

THIS PROPERTY IS IN A HIGH QUALITY WATERSHED

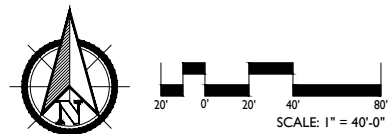
**FLOODPLAIN DATA**

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'  
(AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER  
NFIP FIRM COMMUNITY  
PANEL(S) NO: 8573  
MAP(S): 3710857300J  
DATE: OCTOBER 17, 2006

**CAUTION**

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S  
CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT  
DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND  
ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS  
SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY  
TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE  
PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING  
UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE  
RESPONSIBILITY BY THE CONTRACTOR.



**PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)**

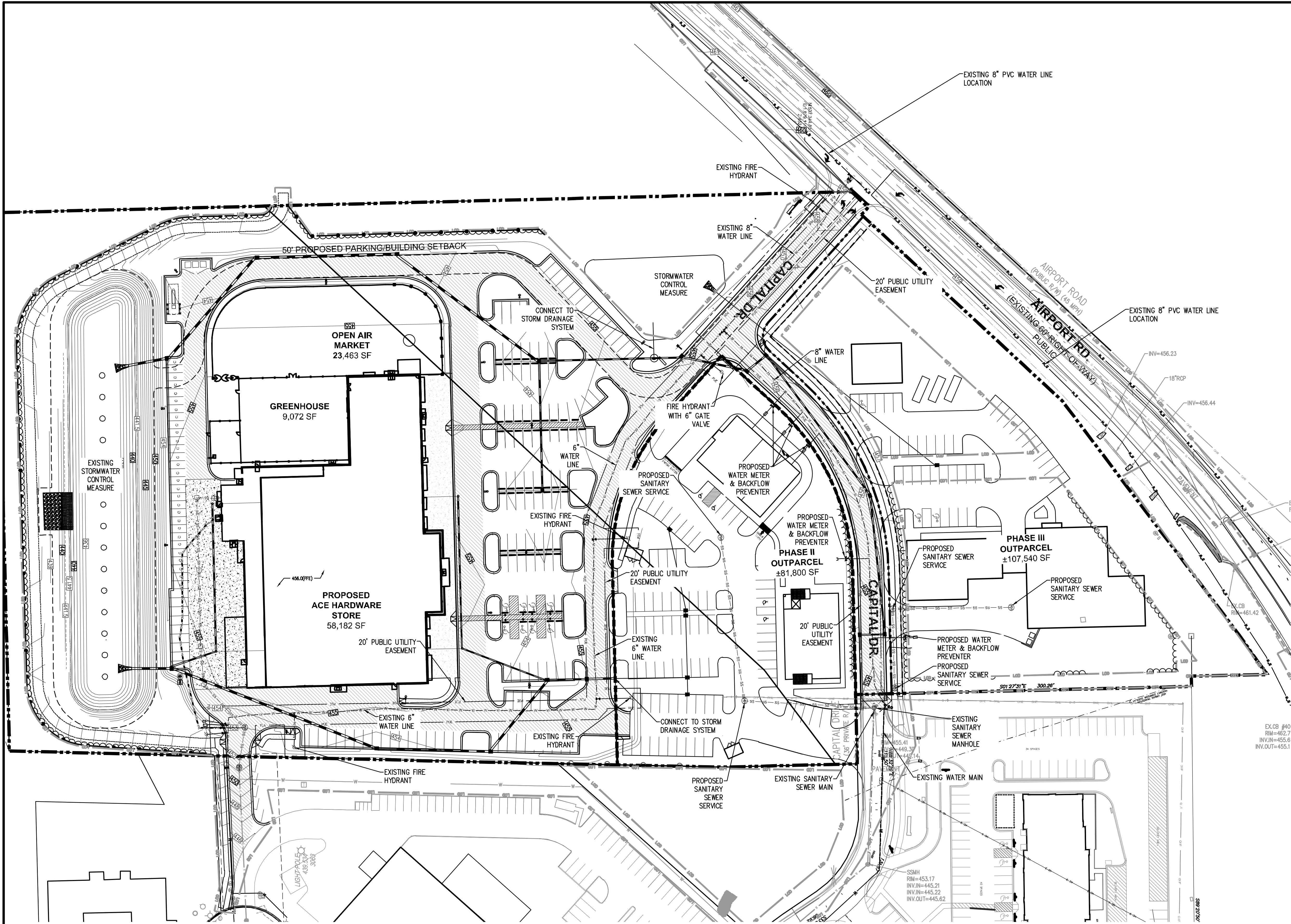
**REVISIONS:**

**ACE HARDWARE - PHASES 2 & 3**  
**PRELIMINARY DEVELOPMENT PLAN**  
**SOUTHERN PINES, NORTH CAROLINA**  
**EXISTING CONDITIONS**

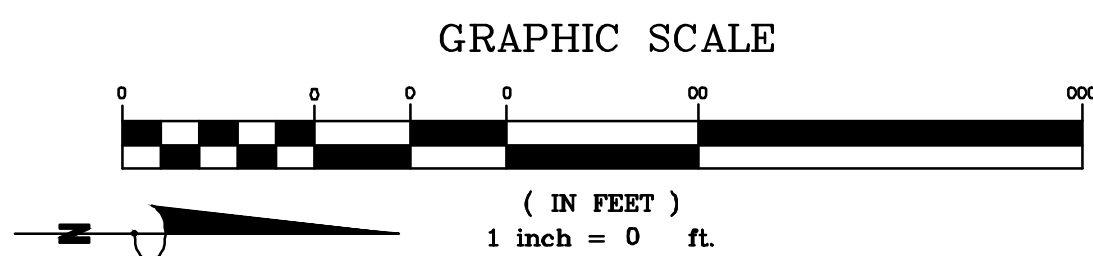
DATE: 04-05-2024  
DESIGNED BY: JPK  
DRAWN BY: PJS  
CHECKED BY: REK  
Q.C. BY: REK  
PROJECT # 40-0"  
SHEET NUMBER:  
**L-1.0**







Cad file name: P:\058-Rhetson Companies\019-Ace Hardware, Southern Pines, NC\Engineering\Work\Toni R\058-019-UTIL-PHASE 2.dwg



# Bowman

Bowman North Carolina Ltd.  
4006 BARRIETT DR  
Suite 104  
RALEIGH, NC 27609  
Phone: (919)559-6570  
bowman.com  
F-1445

- PHASE 2  
SOUTHERN PINES, NORTH CAROLINA

PRELIMINARY  
DO NOT  
USE FOR  
CONSTRUCTION

| PLAN STATUS           |                            |      |
|-----------------------|----------------------------|------|
| xx/xx/xx              | xxx                        |      |
|                       |                            |      |
|                       |                            |      |
|                       |                            |      |
| DATE                  | DESCRIPTION                |      |
| CP                    | CP                         | XXX  |
| DESIGN                | DRAWN                      | CHKD |
| SCALE                 | H: 1" = 50'<br>V: 1" = 10' |      |
| JOB No. 220064-01-001 |                            |      |
| DATE March 4, 2024    |                            |      |
| FILE No.              |                            |      |
| SHEET                 |                            |      |



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Prepared, on behalf of Moore County Airport Authority, by and return to Robbins May & Rich LLP  
120 Applecross Road, Pinehurst, North Carolina 28374

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|                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------|
| Brief Description for Index: Avigation, Noise, and Vibration Easement, Phase 2 & Phase 3, Plat Cabinet 20, Slide 60 |
|---------------------------------------------------------------------------------------------------------------------|

### AVIGATION, NOISE, AND VIBRATION EASEMENT

THIS AVIGATION, NOISE, AND VIBRATION EASEMENT (this “*Easement Agreement*”) is made as of July 18, 2024 by and between Southern Pines Ace Land Company LLC, a North Carolina limited liability company, 445 Capital Drive, Carthage, North Carolina 28327, (“*Grantor*”) and Moore County Airport Authority, a body politic and corporate of the State of North Carolina, P.O. Box 5809, Pinehurst, North Carolina. 28374, (“*Grantee*”).

#### WITNESSETH

WHEREAS, Grantor is the owner of those tracts or parcels of land located in Moore County, North Carolina, more particularly described and shown as “Phase 2 Outparcel/1.883 Acres” and “Phase 3 Outparcel/2.412 Acres” on plat thereof recorded in Plat Cabinet 20, Slide 60, Moore County Registry (the “*Easement Area*”); and

WHEREAS, Grantee is the governing body which operates, manages, and governs actions of the Moore County Airport (the “*Airport*”) including the real property owned, leased or managed thereby; and

WHEREAS, Grantee requested that Grantor grant, and Grantor agreed to grant, an Avigation and Noise Easement to Grantee on and over the Easement Area for the purposes specifically set forth herein.

NOW, THEREFORE, for and in consideration of the premises and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee an easement over the Easement Area for the purposes specifically hereinafter set forth.

1. Grantor hereby grants to Grantee and its successors and assigns, for the use and benefit of the public, an easement above the surface of the Easement Area (the “*Airspace*”) for (a) a right of flight for passage of aircraft, now known or hereafter used, in the airspace and for use of the Airspace for landing on, taking off from, and operation on the Moore County Airport and (b) a right to cause in the Airspace, and in the vicinity thereof, noise, and vibration as may (i) arise from the operation of the Moore County Airport (including, without limitation, from aircraft landing at, taking off from or otherwise operating on the Airport) or (ii) be inherent in the operation of aircraft, now known or hereafter used,

for navigation of or flight in the Airspace so long as noise levels are not in violation of any applicable laws, ordinances or regulations of any governmental entity of competent jurisdiction.

2. Grantor hereby (a) acknowledges and agrees, for the avoidance of doubt, that this Easement Agreement shall be applicable to and bind all lessees, licensees, and invitees of Grantor and (b) releases and waives, on its behalf and on behalf of its lessees, licensees, and invitees, any right to claim damages from Grantor by reason of any air pollution arising from activities described in **Section 1(a)** and from any noise or vibration permitted pursuant to **Section 1(b)**.
3. Grantor agrees to restrict the height of structures, objects of natural growth, and other obstructions on the Easement Area to heights approved from time to time by the Federal Aviation Administration.
4. Grantor acknowledges and agrees that, subject to the acknowledgement and agreement of Grantee in **Section 3**, no provision of this Easement Agreement limits the rights of Grantee under applicable law related to public comment or otherwise related to construction of improvements within the Easement Area.

TO HAVE AND TO HOLD the easements granted herein to Grantee and its successors and assigns. The easements granted herein run with the land and shall be binding on and inure to the benefit of Grantor and Grantee and their respective successors and assigns. Grantor makes no warranty, express or implied, to Grantee related to the title to the Easement Area.

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IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, through its duly authorized manager, the day and year first above written.

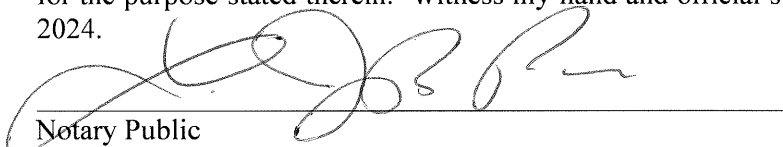
**GRANTOR**

SOUTHERN PINES ACE LAND COMPANY LLC

  
Randall B. Saunders  
Manager

STATE OF NORTH CAROLINA  
COUNTY OF Moore

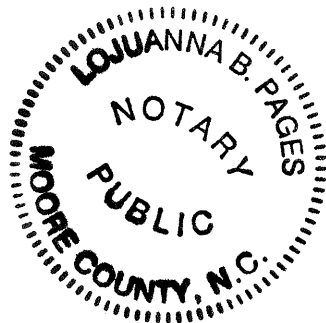
I certify that Randall B. Saunders, either ☒ personally known to me or ☐ identified by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_ or ☐ whose identity was sworn to me by a credible witness, personally appeared before me this day and acknowledged to me that he is the Manager of Southern Pines Ace Land Company LLC and, in such capacity, voluntarily signed the foregoing document on behalf of Southern Pines Ace Land Company LLC for the purpose stated therein. Witness my hand and official stamp or seal on this the 18<sup>th</sup> day of July, 2024.

  
Notary Public

Print notary name: Louanna B. Pages  
(notary name must be exactly as on notary seal)

My commission expires: 3/13/2025

[affix notary seal, which must be fully legible, below]





## Agenda Item

**To:** Reagan Parsons, Town Manager  
**From:** Gene Ruiz, Planner II  
**Subject:** AR-07-24, Pinnacle Storage Southern Pines Phase II  
**Date:** August 13, 2024

---

### I. SUMMARY OF APPLICATION REQUEST

The applicant, BW Architecture, is requesting an Architectural Compliance Permit on behalf of the legal property owner Longleaf Pines, LLC for a 46,640 square foot two story commercial self-storage building. The new building is Phase II of Pinnacle Storage. The address is 240 Bell Avenue which is located in the General Business (GB) zone. The surrounding streets are US 1 HWY South, Shaw Avenue and South Bennett Street.

### II. PROJECT INFORMATION

#### A. Property Owners

**PIN:** 857100865141 (**PARID** 00047591)  
**PIN:** 857100859879 (**PARID** 00046695)  
Longleaf Pines, LLC  
324 Greenville Avenue  
Wilmington, NC 28403

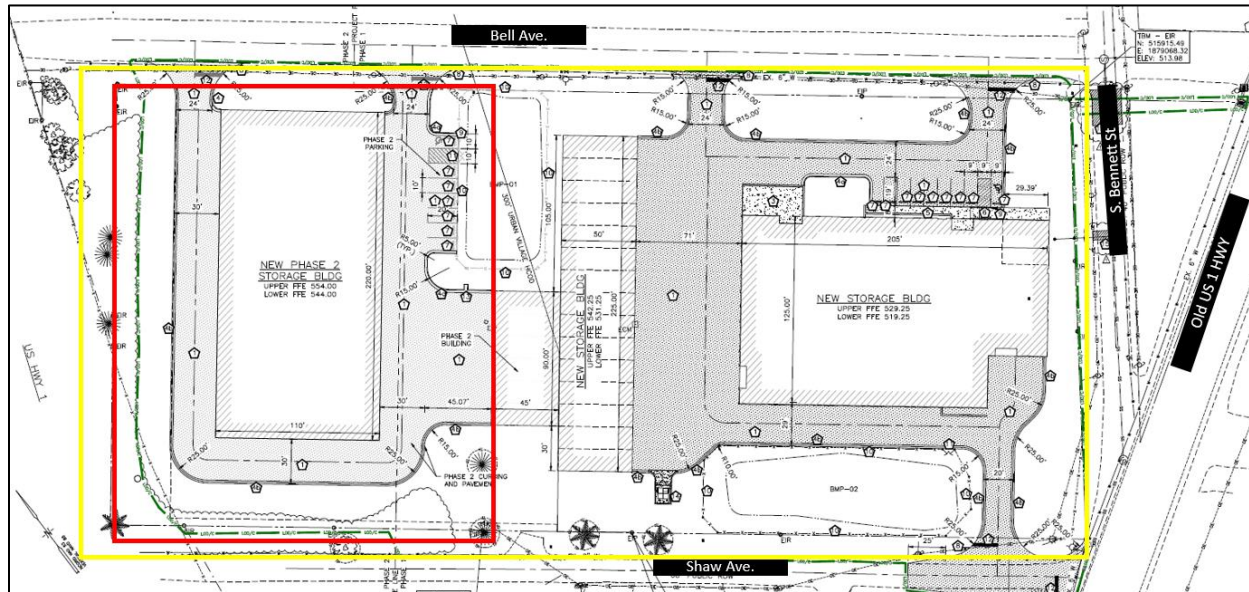
#### B. Applicants and Authorized Agents

BW Architecture  
100a Oakmont Drive  
Greenville, NC 27858

### III. TOWN COUNCIL REVIEW

On July 9, 2024, the Town Council heard Planning Department and Applicant presentations regarding application AR-07-23. Planning department request a continuation in part due to the Applicant not following staff recommendation to add parapet to address the requirement of segmentation in accordance with UDO § 4.10.4. (B) Building dimensions. Applicant stated that they would like to continue with the Town Council Review and only add parapets if required by the Council for approval. Additionally, the application was incomplete relative to UDO § 4.10.4 (D) (3) Windows. Staff and applicant were in agreeance that windows were undesirable due to security concerns and the nature of the land use of a storage facility. Prior to the Town Council Review staff recommended the Applicant provide screening to the façade that faced Bell Avenue to obscure views from adjacent properties. The landscaping sheets were not completed in time therefore not included in the application for review. The applicant agreed to provide all updated application materials by next Town Council Meeting.

**Figure 1. Proposed Site Layout Plan for the Pinnacle Storage Southern Pines Phase II**



The subject property is located off of 240 Bell Ave. The subject property is zoned GB. The broader neighborhood is primarily a GB district with some residential uses.

#### IV. STAFF REVIEW

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

2. **Application Review Dates**

Application Submitted: **May 30, 2024**

Additional Material Submitted: **July 18, 2024**

Additional Material Submitted: **July 24, 2024**

Application Complete: **June 25, 2024**

Application Complete: **August 6, 2024**

Town Council Regular Meeting: **July 9, 2024**

Town Council Regular Meeting: **August 13, 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 comments below for 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.*

The rear elevation, elevation 301.4 as depicted on attached Building Elevations, that faces US HWY 1 does not meet the 80% brick building materials standard. The façade currently has 73% brick and 27% EIFS and other material. All other elevations meet or exceed the UDO §4.10.4 (C) standard. In this case, the elevation will not be seen from the highway due to the dense vegetation and buffering in that area and will only have limited view from Bell Avenue. 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.” The approved site plan for Phase 1 (ZP-08-21) has a significant amount of buffer to screen that façade. The approved site plan shows a 40ft planted buffer that will provide sufficient screening to minimize view from Bell Avenue. Given the use of the dense vegetation from US Hwy 1 and the added buffer, planning staff can recommend granting the deviation see (see Attachment 2).

- UDO §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 as there are no windows on the street facing façades. These elevations are depicted on Attachment 1; right elevations 301.3 faces Bell Avenue and left elevation 301.1 faces Shaw Ave. Applicant claims building is not compliant due to grade and building construction constraints as explained in their narrative (see Attachments linked from prior meeting below). The applicants could use shadow box windows to achieve the architectural intent of UDO §4.10.4(D)(3). However, given the proposed use of the building and security concerns planning staff can support the approval of a deviation from the window requirement provided the non-compliant facades are screened. Applicant has provided screening on elevation which faces Bell avenue in lieu of windows (see Attachments 1 and 2).

#### **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-07-24 with the following deviations and conditions:

- **Deviation 1.** Regarding UDO §4.10.4 (C) Building Materials, the rear elevation facing US Highway 1 may be 73% brick as depicted in Elevation 301.4 because it will not be visible from US Highway 1 per the approved site and landscaping plan.
- **Deviation 2.** Regarding UDO §4.10.4 (D)(3) Windows, the building facades facing Bell Avenue and Shaw Avenue may have no windows based on the nature of the land use as a storage facility. Both facades shall be screened using landscaping in accordance with the revised landscaping plan attached to staff report AR-07-24 on August 13, 2024. A copy of this revised landscaping plan shall be added to Site Plan file ZP-08-21 by town staff and verified prior to issuance of a final Certificate of Occupancy for Phase 2 buildings.

## V. ATTACHMENTS PROVIDED BY THE APPLICANT

### Additional Material Received

1. Update elevations (July 18, 2024)
2. Revised Landscaping Plan (July 24, 2024)

### Reference Material Submitted for July Town Council Meeting Completed Application, including Appointment of Agent Form Applicant Narrative

Exterior Building Renderings (Revised June 28, 2024)

Site Layout (May 30, 2024)

Email correspondence

Pinnacle Previously Approved Landscape Plan

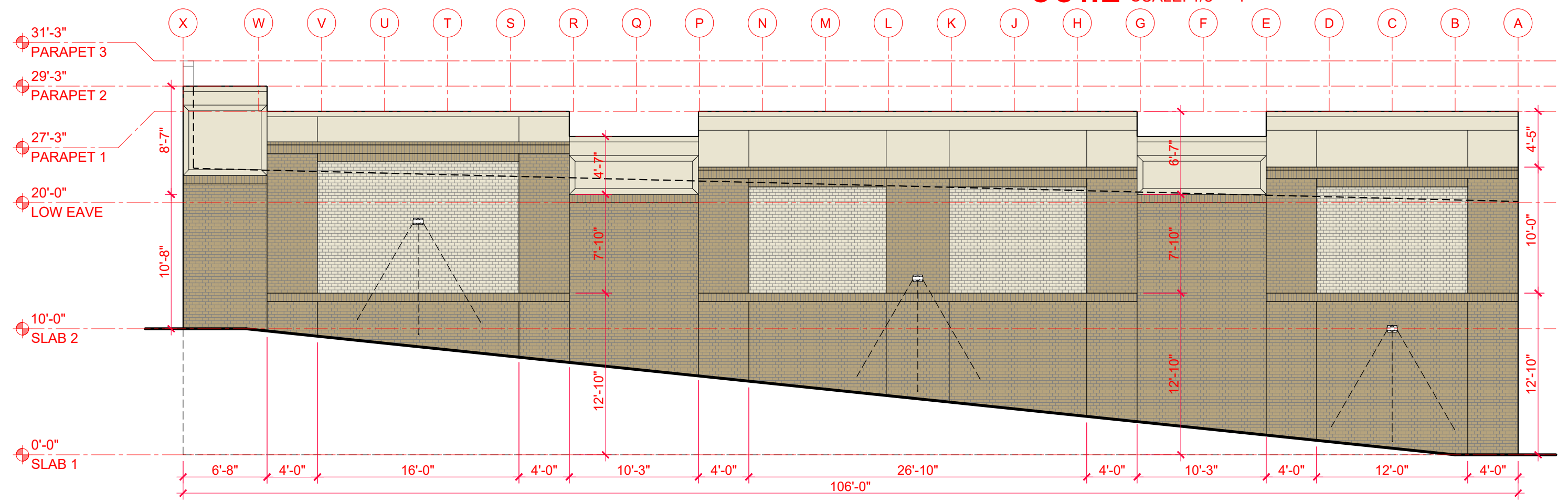
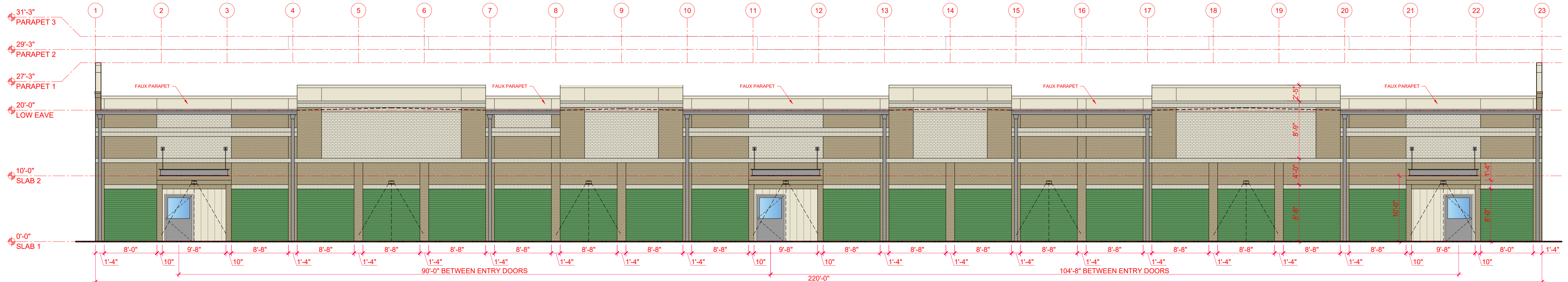
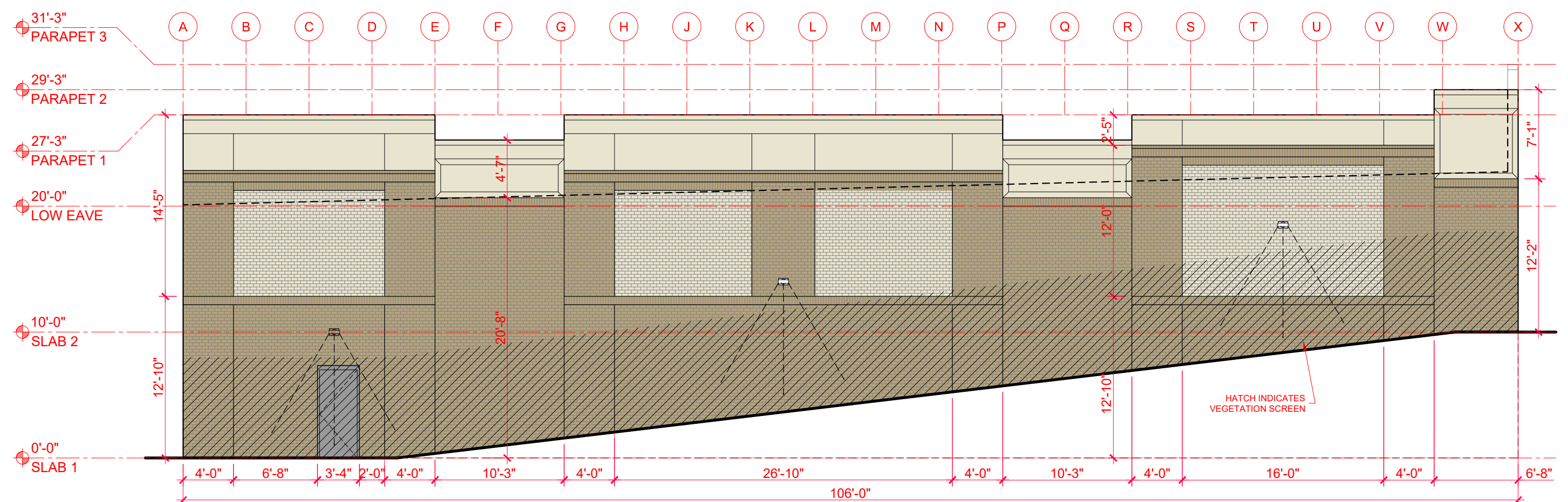
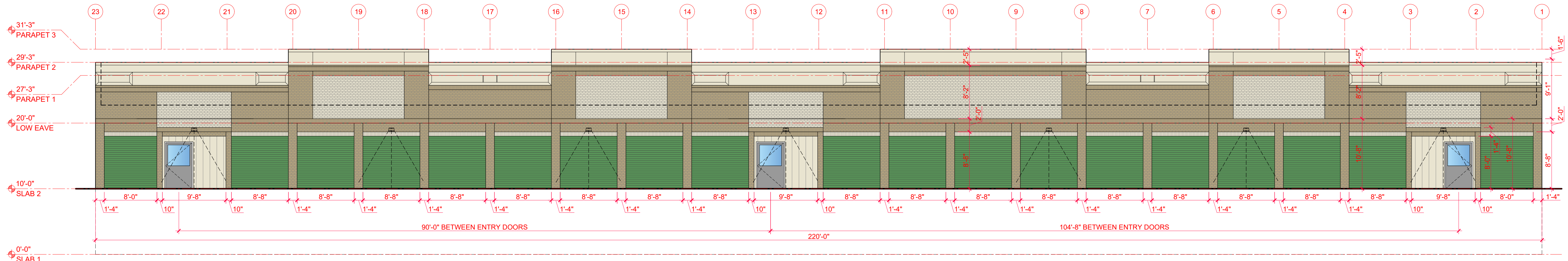
## VI. TOWN COUNCIL ACTION

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-07-24 with the two deviations as listed in the August 13, 2024, Town Council staff report section IV.4.**
2. Deny AR-07-24.



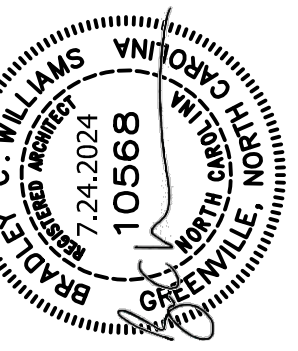


### Material Legend

|  |  |
|--|--|
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|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Owner acknowledges and agrees that Robert High Development, LLC (RHD) [and its architect BW Architecture, PLLC] have retained all ownership and other rights, title and interests in and to all conceptual, working and final drawings, plans and specifications (collectively, Plans and Specifications) relating to the Project (including without limitation architectural and engineering drawings, plans and specifications), and any and all of its proprietary rights embodied therein or related thereto. Except in connection with the construction, ownership, operation and management of the Project by Owner, this Agreement shall not grant Owner any vested right, title or interest in or to any of the Plans and Specifications or any patents (issued or pending), trademarks, service marks, trade names, copyrights, licenses, licensed or other proprietary rights of RHD or any such rights granted by third parties or other professionals to RHD.

The Plans and Specifications and any contents of any documents or information embodied therein or relating thereto shall not be used, reproduced or copied, in whole or in part, without the prior, written permission of BW Architecture and RHD.



PROPOSED NEW CONSTRUCTION FOR:

## SOUTHERN PINES STORAGE PHASE II

240 BELL AVENUE  
SOUTHERN PINES, NORTH CAROLINA

Revisions

No.

Date

Project No: 23040

Date: 5/8/24

# A301











This L:\RH0-21.01 Bell Ave Storage\810 Design Drawings\12 Landscape\RH0-21.01 - L-01 LANDSCAPE PLAN-Rev2.dwg, By: lou, Plotted: Thu Jul 18, 2024 at 3:02pm

| PLANT SCHEDULE (PHASE 1) |                                 |                       |                           |
|--------------------------|---------------------------------|-----------------------|---------------------------|
| QTY                      | BOTANICAL NAME                  | COMMON NAME           | SIZE                      |
| TREES                    |                                 |                       |                           |
| 5                        | CARPINUS CAROLINIANA            | AMERICAN HORNBEAM     | 3" CAL., 10'-12' HT.MIN.  |
| 7                        | QUERCUS NUTTALLII               | NUTTALL OAK           | 3" CAL., 12'-14' HT MIN.  |
| 3                        | ULMUS AMERICANA 'PRINCETON'     | PRINCETON ELM         | 3" CAL., 12'-14' HT.      |
| SMALL TREES              |                                 |                       |                           |
| 10                       | CORNUS KOUSA                    | KOUSA DOGWOOD         | 2" CAL., 8'-10' HT.MIN.   |
| 55                       | ILEX x NELLIE R STEVEN'S        | NELLIE STEVENS HOLLY  | 2" CAL., 6'-7' HT. MIN.   |
| 2                        | LAGERSTROEMIA INDICA 'CATAWBA'  | CATAWBA CREPE MYRTLE  | 6'-7' HT.MIN., MULTI STEM |
| ORNAMENTAL SHRUBS        |                                 |                       |                           |
| 20                       | AZALEA x HYBRIDA 'G.G. GERBING' | G.G. GERBING AZALEA   | 18"-24" HT.               |
| 10                       | ILEX CORNUTA 'BURFORDII NANA'   | DWARF BURFORD HOLLY   | 24"-30" HT.               |
| 44                       | ILEX VOMITORIA 'NANA'           | DWARF YAUPON HOLLY    | 18"-24" HT.               |
| GRASSES & GROUNDCOVERS   |                                 |                       |                           |
| TURF (SQUARE FEET)       |                                 |                       |                           |
| 19500                    | CYNODON DACTYLON 'TIFTUF'       | TIFTUFF BERMUDA GRASS | SOD                       |

| PLANT SCHEDULE (PHASE 2) |                                     |                       |                          |
|--------------------------|-------------------------------------|-----------------------|--------------------------|
| QTY                      | BOTANICAL NAME                      | COMMON NAME           | SIZE                     |
| TREES                    |                                     |                       |                          |
| 6                        | LIQUIDAMBAR STYRACIFLUA ROTUNDILOBA | SEEDLESS SWEETGUM     | 3" CAL., 12'-14' HT.MIN. |
| 33                       | PINUS PALUSTRIS                     | LONGLEAF PINE         | 3" CAL., 10'-12' HT.     |
| 1                        | QUERCUS NUTTALLII                   | NUTTALL OAK           | 3" CAL., 12'-14' HT MIN. |
| 4                        | ULMUS AMERICANA 'PRINCETON'         | PRINCETON ELM         | 3" CAL., 12'-14' HT.     |
| SMALL TREES              |                                     |                       |                          |
| 9                        | CORNUS FLORIDA 'CLOUD NINE'         | CLOUD NINE DOGWOOD    | 2" CAL., 8'-10' HT.MIN.  |
| 37                       | ILEX x NELLIE R STEVEN'S            | NELLIE STEVENS HOLLY  | 2" CAL., 6'-7' HT. MIN.  |
| 14                       | MAGNOLIA GRANDIFLORA 'LITTLE GEM'   | LITTLE GEM MAGNOLIA   | 2" CAL., 6'-7' HT. MIN.  |
| ORNAMENTAL SHRUBS        |                                     |                       |                          |
| 85                       | AZALEA x HYBRIDA 'G.G. GERBING'     | G.G. GERBING AZALEA   | 18"-24" HT.              |
| 61                       | DISTYLIUM 'PIDIST-IV' PP25984       | LINEBACKER DISTYLIUM  | 18"-24" HT.              |
| 68                       | ILEX CORNUTA 'BURFORDII NANA'       | DWARF BURFORD HOLLY   | 24"-30" HT.              |
| GRASSES & GROUNDCOVERS   |                                     |                       |                          |
| TURF                     |                                     |                       |                          |
| 13600                    | CYNODON DACTYLON 'TIFTUF'           | TIFTUFF BERMUDA GRASS | SOD                      |

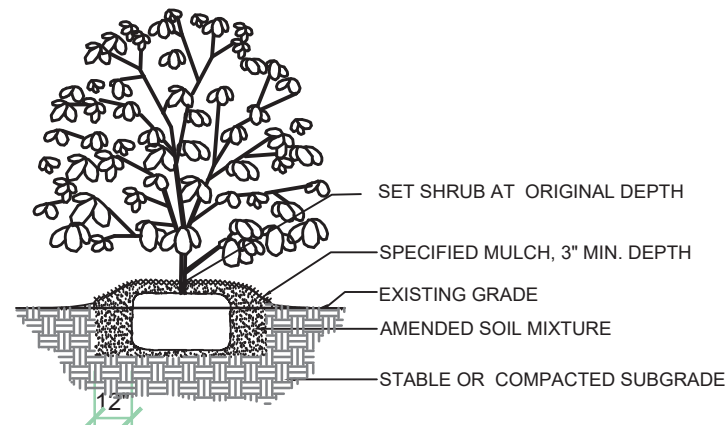
## 1 PLANT SCHEDULES

L-03

- THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH COMPETENT RELIABLE SOURCES TO ENSURE THAT AN ADEQUATE SUPPLY OF THE REQUIRED PLANT MATERIAL IS AVAILABLE. THIS SHALL BE COMPLETED A MINIMUM OF THREE MONTHS PRIOR TO PLANTING TIME TO ALLOW FOR PLANT COLLECTIONS, STORAGE, AND PREPARATION. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANT MATERIAL IN THE APPROPRIATE SEASON FOR EACH PLANT TYPE.
- ALL PLANT MATERIAL RECEIVED FROM COMMERCIAL NURSERIES SHALL CONFORM TO THE CURRENT ISSUE OF THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, EXCEPT WHERE OTHERWISE SPECIFIED.
- ALL PLANT MATERIAL, UNLESS OTHERWISE SPECIFIED, SHALL BE UNIFORMLY BRANCHED AND HAVE A VIGOROUS ROOT SYSTEM. PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS AND FREE FROM DEFECTS, DECAY, ABRASIONS OF THE BARK, PLANT DISEASES, INSECT PEST EGGS, AND ALL FORMS OF INFESTATIONS. ALL PLANT MATERIAL SHALL BE FRESH, FREE FROM TRANSPLANT SHOCK OR VISIBLE WILT. UNHEALTHY STOCK IS UNACCEPTABLE. PLANTS FROM COLD STORAGE ARE UNACCEPTABLE.
- PLANT MATERIAL SHALL BE INSPECTED BY THE OWNER'S REPRESENTATIVE UPON ARRIVAL AT THE PROJECT SITE. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT OR ACCEPT ANY PLANT MATERIAL FOLLOWING FINAL INSPECTION.
- THE FINAL LOCATION AND ORIENTATION OF ALL PLANT MATERIAL AS WELL AS THE LOCATION OF ALL PLANTING ZONES WILL BE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE. CONTRACTOR MAY BE RESPONSIBLE FOR REPLANTING ANY PLANT MATERIAL INSTALLED WITHOUT APPROVAL BY THE OWNER'S REPRESENTATIVE.
- THE OWNER'S REPRESENTATIVE SHALL HAVE FINAL APPROVAL FOR THE SELECTION OF SPECIES SUBSTITUTIONS USED IN PLANTINGS. ALL REQUESTS FOR SUBSTITUTIONS MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- OSMOCOTE, NUTRICOTE, OR OTHER CONTROLLED RELEASE COMMERCIAL GRADE GRANULAR FREE FLOWING (18-6-12) FERTILIZER SHALL BE APPLIED IN EACH PLANTING HOLE ACCORDING TO MANUFACTURER'S LABEL OR OTHER SPECIFICATIONS. THE SELECTION OF FERTILIZER AND ALL APPLICATION SPECIFICATIONS SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE REQUIRED TO GUARANTEE AND MAINTAIN ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR AFTER DATE OF ACCEPTANCE OF FINISHED PLANTING IN ACCORDANCE WITH THE APPROPRIATE SECTION OF THE SPECIAL PROVISIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING CONDITIONS AS A RESULT OF ITS WORK PERFORMED DURING THE CONTRACT PERIOD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ALL PLANT QUANTITIES FOR BIDDING PURPOSES.
- PLANT LOCATIONS ARE APPROXIMATE. FIELD STAKING SHOULD BE DONE TO AVOID UNDERGROUND UTILITIES.
- PROVIDE CONTINUOUS PINE STRAW MULCH (3" THICK) IN ALL SHRUB AND TREE AREAS AND AT THE BASE OF SPECIMEN TREES IN A 6' MINIMUM DIAMETER.
- SIZES OF PLANT MATERIAL IN PANT SCHEDULE ARE TO BE CONSIDERED MINIMUMS.
- ALL UTILITIES SHALL BE LOCATED AND MARKED IN FIELD PRIOR TO INSTALLATION OF PLANTS. NO PLANTS SHALL BE LOCATED ABOVE UTILITIES OR WITHIN EASEMENTS UNLESS SHOWN OTHERWISE.
- DURING THE INSTALLATION OF NEW TREES, THE LANDSCAPE CONTRACTOR MUST MAINTAIN A MINIMUM DISTANCE OF 10' SEPARATION BETWEEN NEWLY PLANTED TREES AND LIGHT POLE BASES.

## 2 PLANTING GENERAL NOTES

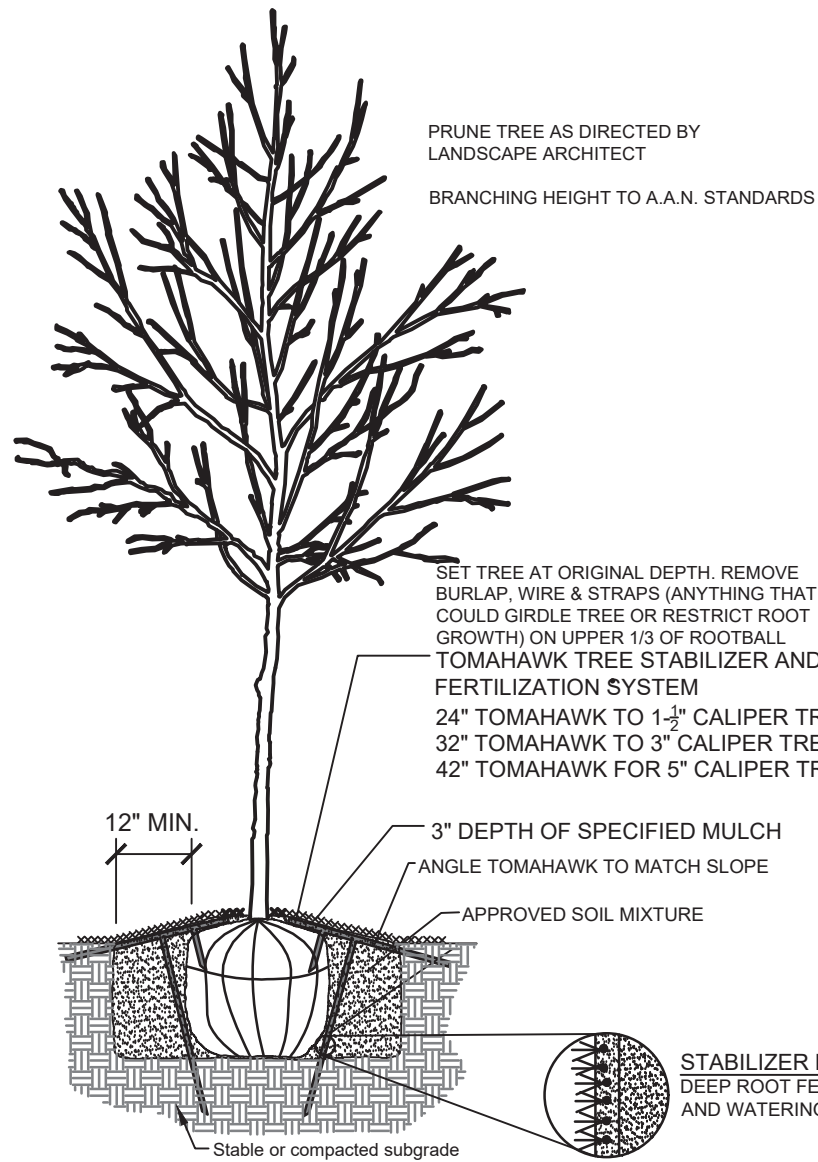
L-03



### 3 SHRUB PLANTING DETAIL

L-03

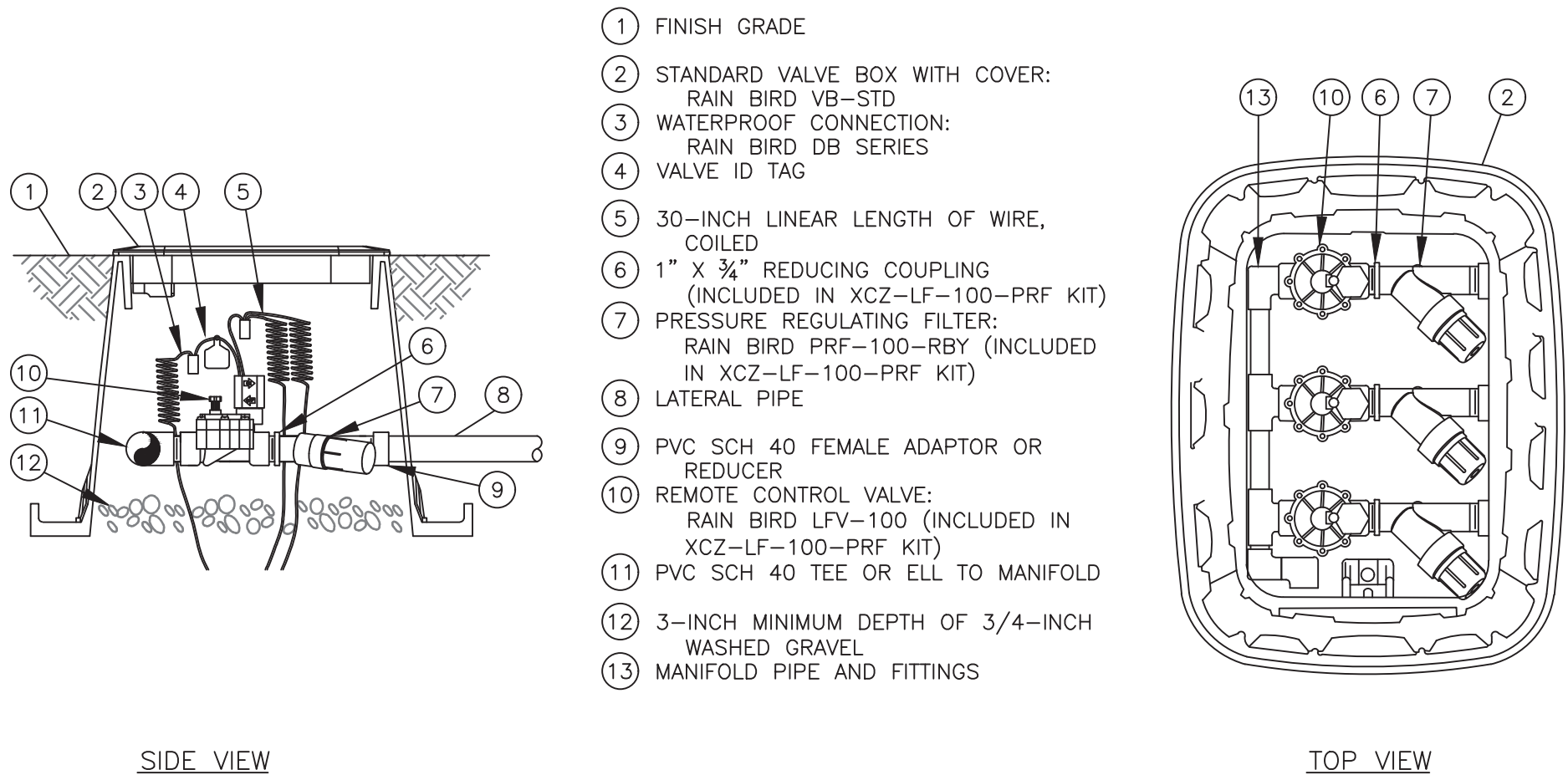
NOT TO SCALE



### 4 TREE PLANTING DETAIL

L-03

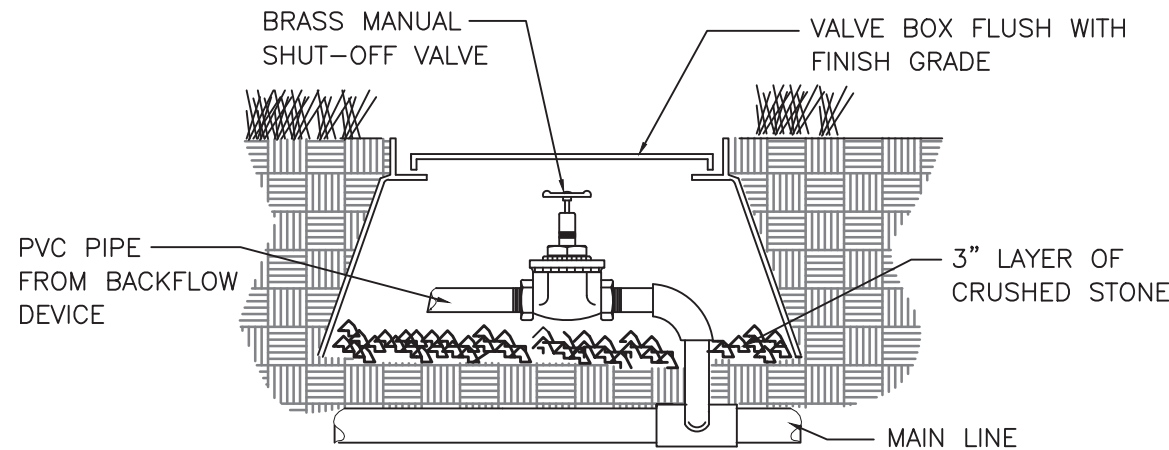
NOT TO SCALE



### 5 IRRIGATION ELECTRIC VALVE DETAIL (DRIP ZONE)

L-03

Not to scale

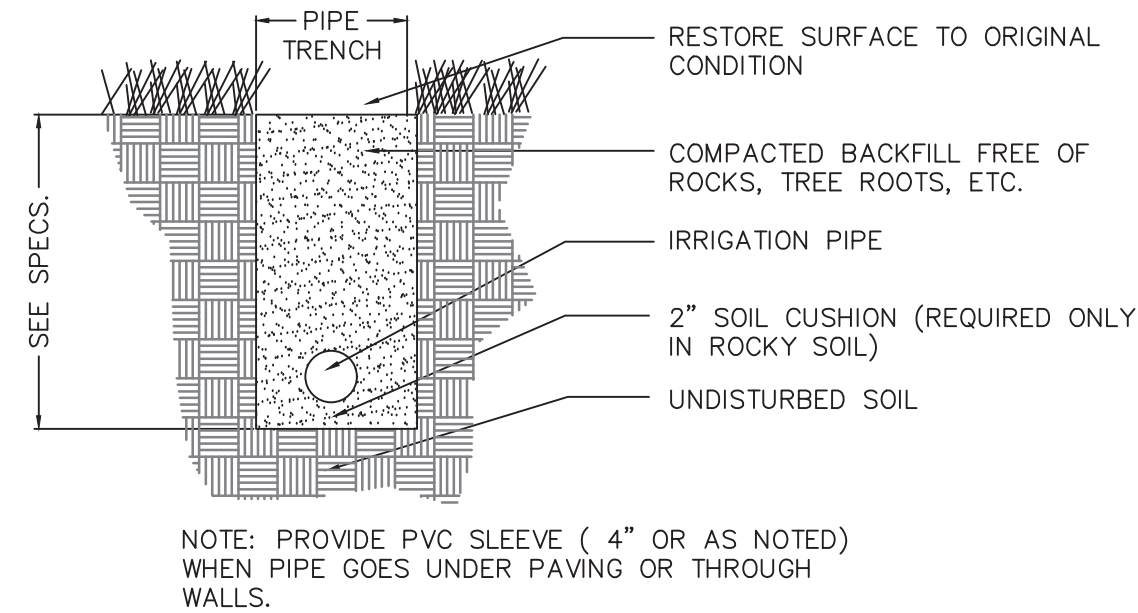


### 6 SHUT-OFF VALVE DETAIL

L-03.4

Not to scale

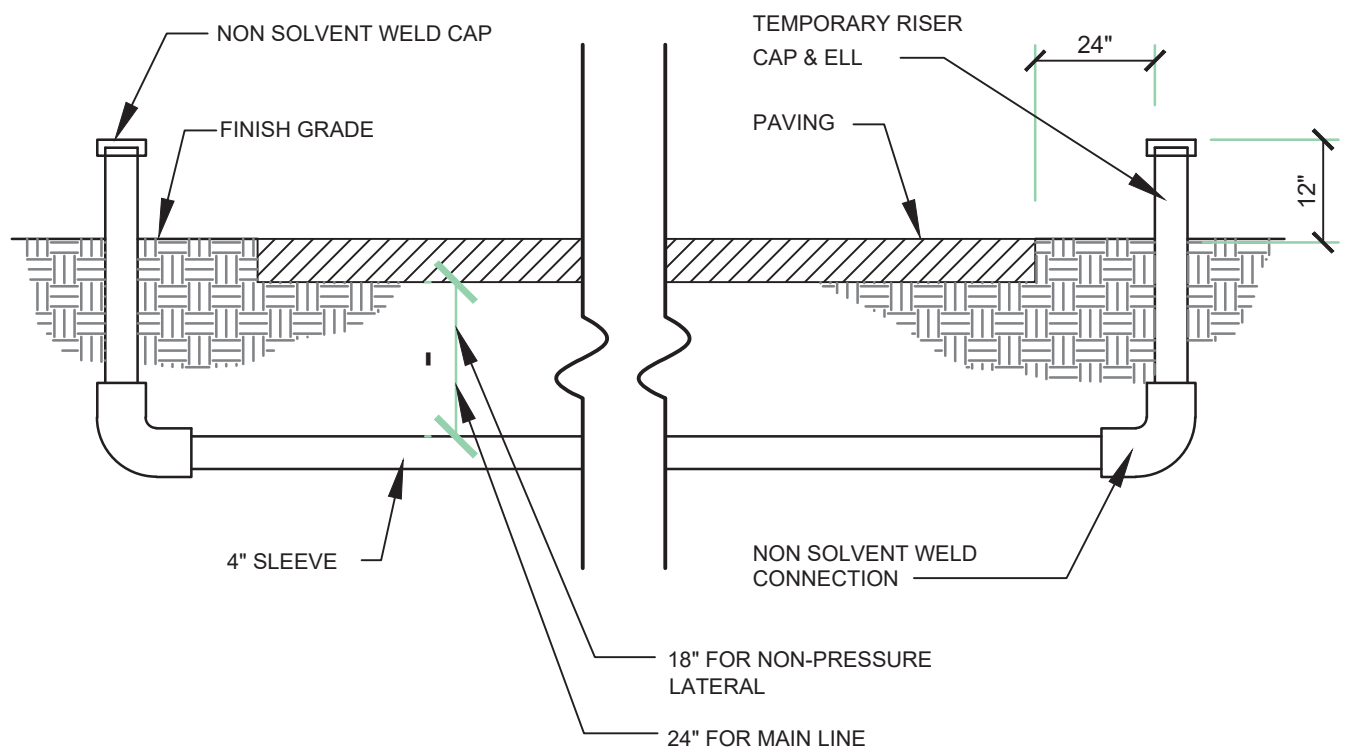
| REVISIONS |                                                |          |     |
|-----------|------------------------------------------------|----------|-----|
| SYM.      | DESCRIPTION                                    | DATE     | BY  |
| 1         | REVISE LANDSCAPE AND IRRIGATION PHASE 1 LIMITS | 12/15/22 | WLS |
| 2         | ADDED NELLIE STEVENS HOLLY                     | 7/18/24  | WLS |



### 7 PIPE INSTALLATION DETAIL

L-03

Not to scale

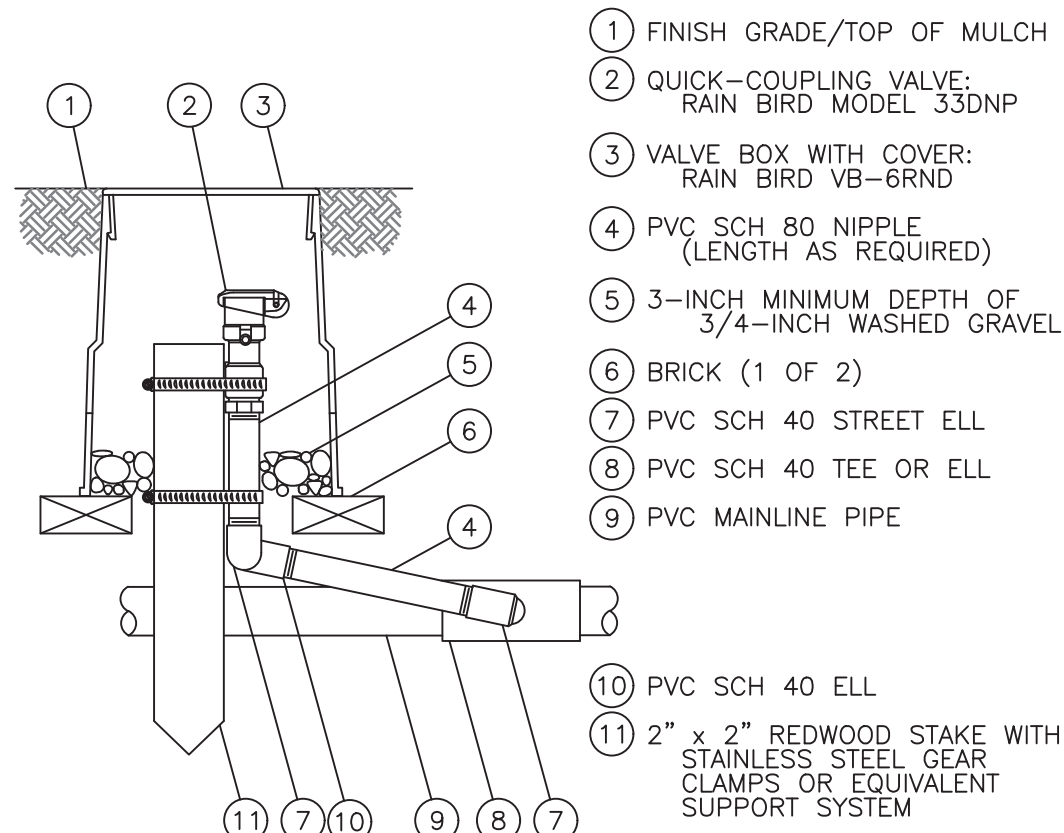


- ALL SLEEVES SHALL BE HIGH IMPACT, TYPE 2110, 4" SCHEDULE 40 PVC.
- EACH SLEEVE LOCATION AS SHOWN ON SITE PLAN SHALL HAVE FOUR (2) SLEEVES INSTALLED AT EACH LOCATION.

### 8 IRRIGATION SLEEVE DETAIL

L-03

Not to scale



NOTE:  
FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.

### 9 QUICK COUPLER DETAIL

L-03

Not to scale



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Landscape Architecture  
Surveying

LKC

LANDSCAPE & IRRIGATION  
DETAILS

BELL AVENUE  
STORAGE FACILITY

Southern Pines, North Carolina

DATE: MAY, 2021  
DESIGNED: FDW  
DRAWN: FDW  
CHECKED: TAC  
NO.

L-03

