



AGENDA

Monday, August 22, 2022: 3:00 PM

Town Council Work Session

**C. Michael Haney Community Room: Southern Pines Police Department
450 W. Pennsylvania Ave**

1. CALL TO ORDER

2. TOWN MANAGER'S COMMENTS

3. ACTION ITEMS

a. Consider Written Decision for SU-04-22 Boles Funeral Home Expansion

Staff has prepared a formal Written Decision document for the application SU-04-22 Boles Funeral Home that was approved by the Town Council at the August 9th, 2022 Regular Meeting.

b. Consider Resolutions #1020 and #1021 Authorizing the Donation of Town Surplus Property

- Resolution #1020 - Authorizing the donation of a surplus air compressor to the West End Fire and Rescue Squad, a 501(c)(3) organization. The air compressor is out of warranty and no longer supported by the manufacturer.
- Resolution #1021 - Authorizing the donation of surplus fire department turn-out gear to the Rotary Club of Southern Pines, a 501(c)(4) organization, so that they may redistribute to a developing and under-funded fire department in countries where standards regarding such gear allow it to be used. The surplus turn-out gear has surpassed its service life pursuant to United States NFPA (National Fire Protection Agency) standards.

c. Consider Resolution #1022: Direct Clerk to Investigate AX-04-22, S&S Partners, LLP

S&S Partners, LLP is petitioning the Town to annex approximately 2.32. acres of land located on the southeast corner of Brucewood Road and South Carlisle Street. 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).

d. Comprehensive Long Range Plan Project Update & Appointment of Community Advisory Committee

Staff will provide an update on the CLRP project, including a list of community members that the Planning Board recommends to form a Community Advisory Committee (CAC). Per UDO Section 8.15 and NCGS 160D-306, the Town Council may formally create an advisory committee by ordinance. The CAC will then begin work with the project consultants.

i. Consider Ordinance Authorizing Creation of the Community Advisory Committee (CAC)

Adoption of an Ordinance per NCGS 160D-306 to create a Special Project Advisory Committee to assist with creation of the new Comprehensive Long Range Plan.

ii. Consider Appointments of the Community Advisory Committee (CAC)

The Town received 39 applications from people interested in serving on the CAC. The Planning Board

has reviewed the applications and recommended 15 candidates for Council to consider.

4. COUNCIL UPDATES AND DISCUSSION

a. Proposed Lease with GoPines, LLC for Electric Vehicle Charging Stations

Staff has worked with Go Pines, LLC, to develop a lease agreement to provide the infrastructure for electric vehicle charging stations at Reservoir Park as well as in the downtown district (Bennett St. parking lot). Council adopted on August 9th a Resolution of Intent to enter into a lease for this purpose; based on the mandatory notice requirements in NCGS §160A-272, the Council could take action on the lease document at the September 26th work session. GoPines, LLC will be present at the work session to answer any questions that Council may have regarding the proposed lease, installation, charges, and similar.

b. Welcome to Southern Pines Lease

Welcome to Southern Pines, Inc. has an existing lease with the Town for part of the train station in order to operate the Welcome Center and Cultural History Museum, along with carrying out the services required in the Caretaker Agreement with Amtrak. The existing lease expires at the end of October.

c. Blake Webb: Development Concept at 164 S. Bennett St.

Blake Webb with Capital Commercial, LLC and Carolina Commercial Property Management, LLC has requested a discussion with the Town Council regarding a potential mixed-use commercial building at 164 S. Bennett St.

d. Discuss the Potential of Creating a School Zone for Southern Pines Elementary

Staff will share the details of the request that has been received.

e. Douglass Community Center Name

The Town's "Douglass Community Center" was named in honor of Mayor Emanuel S. Douglass, who was the first African American Mayor of Southern Pines. The West Southern Pines Community Connectors have requested that the center be formally named E. S. Douglass Community Center to better clarify the reference.

5. 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>

Work Session Agenda Item

To: Reagan Parsons

From: Pamela Graham, Principal Planner

Subject: SU-04-22 Special Use Permit; New Building Addition to the Existing Boles Funeral Home Located at 425 W. Pennsylvania Avenue.

Date: August 22, 2022

I. PURPOSE:

Per UDO §2.14.6(F)(11), “A written decision must be approved for every quasi-judicial application, either by entering the decision at the end of the hearing or at a subsequent meeting of the hearing body, which shall generally be the next scheduled meeting. As part of the written decision, the hearing body must make findings of fact and conclusions as to applicable standards and any conditions. The chair may direct the planning director or town attorney to draft a written decision for approval by the hearing body at its next regularly scheduled meeting, which approval may be on a consent agenda.”

Staff has prepared a draft of the Written Decision of the Board document for the application SU-04-22 that was heard by the Town Council at the regular meeting on August 9, 2022 and that the Town Council may now wish to adopt. If the Town Council approves the written decision of the board document, the Mayor will sign the document. The original signed version will be delivered to the petitioner, with staff maintaining a copy of the signed document in the file.

II. SUMMARY OF APPLICATION REQUEST:

On behalf of Boles Family LLC, Mr. John Heckethorn with Heckethorn Architecture, PLLC, has submitted an application for a special use permit for the construction of a 340 square foot addition to the existing structure serving the funeral home business. A special use permit is required due to the use being a legal nonconforming use in the Central Business (CB) District where the proposed project is located. The subject property is identified in the Moore County Tax Registry as PIN: 858100199938 (PARID: 00037428).

III. TOWN COUNCIL PUBLIC HEARING AND ACTION:

A public hearing for this request was held at the August 9, 2022 Regular Business Meeting of the Town Council. All public notice requirements were met for the hearing. The Town Council had four (4) members present. The Town Council opened the quasi-judicial public hearing and received evidence from those in attendance regarding special use permit application SU-04-22. Mr. BJ Grieve, Planning Director, entered the staff report into the

record as Exhibit A and the Powerpoint as Exhibit B and provided a summary of the project and applicable criteria for review.

After hearing from staff, Mr. John Heckethorn, applicant and project architect, presented additional information and responded to questions from Council members.

Following a vote to close the public hearing, Town Council voted 4-0 to adopt Attachment A – Findings of Fact for SU-04-22. The Findings addressed the completeness of the application, that the facts submitted were relevant to the case, and that the application complies with UDO §2.21.6 A-F Criteria for a Special Use Permit. The Town Council then voted 4-0 to approve the Special Use Permit under application SU-04-22.

IV. ATTACHMENTS:

1. Written Decision for SU-04-22 (DRAFT)

V. TOWN COUNCIL ACTION:

The Town Council may wish to take one of the following actions:

1. No action;
2. Accept the Written Decision for SU-04-22 as prepared by the Town staff;
3. An action listed above with the following conditions...
4. Action not listed above...

TOWN OF SOUTHERN PINES

WORK SESSION MEETING OF THE TOWN COUNCIL

August 22, 2022

3:00 pm

The C. Michael Haney Community Room

425 West Pennsylvania Avenue, Southern Pines, NC 28387

DECISION OF THE BOARD

Case Number: SU-04-22

A public hearing regarding the proposed Special Use Permit was held on August 9, 2022. Four (4) members of Town Council were present. The oath was administered to all witnesses choosing to speak. Mr. BJ Grieve, Planning Director for the Town of Southern Pines presented the staff report and also represented planning staff during the hearing. Mr. John Heckethorn, applicant and project architect, presented additional information and responded to questions from Council members.

Matter at Issue:

SU-04-22 Special Use Permit for new construction of a 340 square foot addition to the existing structure that serves as Boles Funeral Home located at 425 W. Pennsylvania Avenue.

On behalf of Boles Family, LLC, Mr. John Heckethorn submitted an application for a Special Use Permit for the new construction of a 340 square foot addition to the existing structure to accommodate a lounge space for the employees of the funeral home, as well as an office and UPS delivery closet. The funeral home use, a zoning -by-right use at the time of initial development of the business, is now considered a legal nonconforming use in the Central Business (CB) District. Expansions of nonconforming uses may be permitted with the approval of a special use permit. The subject property is located at 425 W. Pennsylvania Avenue on a 1.81 acre site identified in the Moore County Tax Registry as PIN: 858100199938 (PARID: 00037428). The property owner listed with Moore County tax records is Boles Family, LLC.

Town Council Hearing Proceedings:

No additional individuals spoke regarding the matter. More detailed information regarding Town Council proceedings on August 9, 2022 may be found in Town Council minutes for the meeting date. Having heard all evidence submitted by those wishing to speak, a motion was made to close the public hearing. The motion passed on a 4-0 vote.

Town Council Action on SU-04-22:

At the August 9, 2022 Town Council Regular Meeting, the Town Council voted to approve the following Findings of Fact and Conclusions of Law as required by UDO §2.14.6(F)(11) by unanimous vote:

Finding of Fact #1: The Town Council finds that the application is complete.

Finding of Fact #2: The Town Council finds that the application complies with UDO §2.21.7 Criteria for a Special Use Permit, Criteria A-F, in that:

A. The proposed conditional use shall comply with all regulations of the applicable zoning district and any applicable supplemental use regulations;

The Town Council finds that the Special Use Permit application SU-04-22 generally complies with the regulations of the Central Business (CB) Zoning District. While the existing building and site are considered legally non-conforming with regards to the front setback exceeding the five foot maximum and the lot being greater than fifty feet in width, the proposed addition that would be allowed by the special use permit does not increase these non-conformities. The proposal complies with all other regulations of the CB District. Compliance with applicable development design standards will be required and verified by town staff during site plan review.

B. The proposed conditional use shall conform to the character of the neighborhood in which it is located and not injure the use and enjoyment of property in the immediate vicinity for the purposes already permitted;

The Town Council finds that the proposed special use is consistent with the character of the neighborhood in which it is located and that the addition of a 340 square foot employee lounge, office, and delivery closet designed in the manner proposed does not alter the character of the neighborhood. The addition adheres to building setbacks that are present on other sites in the immediate vicinity, and will include a brick exterior and roofline that is consistent with the existing building.

C. Adequate public facilities shall be provided as set forth herein;

Town Council finds that the proposed special use does not require alteration or expansion of public facilities that are already present at the site. All public utilities are currently provided, and the special use will not necessitate additional accommodations in parking or ingress/egress at the site. The proposed project includes additional onsite sidewalks to allow entry into the building addition from the adjacent parking lot.

D. The proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district or substantially diminish or impair the property values within the neighborhood;

Town Council finds that, due to the relatively small scale of the proposed building addition and the uses on the site not being altered, the proposed special use is expected to have no detrimental impact to surrounding properties or property values in the vicinity.

E. The establishment, maintenance or operation for the proposed use shall not be detrimental to or endanger the public health, safety, comfort, or general welfare; and Town Council finds that, due to the uses on the site not being altered by the special use, and there being no evidence of negative impacts resulting from the existing use, there is no expected detrimental impact to the public health, safety, comfort or general welfare.

F. The public interest and welfare supporting the proposed use shall be sufficient to outweigh individual interests that are adversely affected by the establishment of the proposed use;

Town Council finds that the establishment of the special use will not result in adverse impacts to individual interests and that the special use advances the public interest and welfare provided by the services currently offered at the facility.

Finding of Fact #3: The Town Council finds that with the all the evidence regarding this proposal in the record, including the August 9, 2022 Town Council Business Meeting, the application meets Criteria A through F as set out in 2.21.7 of the Unified Development Ordinance (UDO).

Decision of the Council:

Therefore, by a vote of 4-0, the Town Council voted to approve the Special Use Permit Application SU-04-22 as requested by the applicant.

This is the 22nd day of August, 2022.

FOR THE TOWN COUNCIL:

Carol Haney, Mayor

Cc: John Heckethorn, Heckethorn Architecture jdhaia@earthlink.net jdheco@gmail.com

TOWN OF SOUTHERN PINES RESOLUTION #1020
AUTHORIZING DISPOSITION OF SURPLUS FIRE DEPARTMENT
EQUIPMENT BY DONATION

THAT WHEREAS, the Town of Southern Pines possesses certain items identified below that have been identified as surplus and no longer of use by the Town; and

WHEREAS, the Town Council of the Town of Southern Pines desires to dispose of said surplus property in a manner that will aid non-profit organizations, sister cities, and other units of government; and

WHEREAS, pursuant to N.C. Gen. Stat. 160A-280, the Town may convey to non-profits, sister cities, and other units of government personal property that the governing board determines to be surplus, obsolete or no longer useable by the Town; and

WHEREAS, the West End Fire and Rescue Squad is a non-profit 501(c)(3) organization in North Carolina;

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

1. That the following equipment as identified by the Fire Chief and Purchasing Agent be declared surplus property:
 - a. A working but out of warranty and no longer supported by manufacturer Ingersoll-Rand model BAP15TH3 air compressor for SCBA refilling; and
2. That the conveyance of said surplus property to the West End Fire and Rescue Squad is hereby approved and accepted.

Adopted this 22nd day of August, 2022

ATTEST:

TOWN OF SOUTHERN PINES:

Elizabeth Robertson, Town Clerk

Carol R. Haney, Mayor

I certify that this Resolution was adopted by the Town Council of the Town of Southern Pines at its meeting on August 22, 2022 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk

**TOWN OF SOUTHERN PINES RESOLUTION #1021
AUTHORIZING DISPOSITION OF SURPLUS FIRE DEPARTMENT
EQUIPMENT BY DONATION**

THAT WHEREAS, the Town of Southern Pines possesses certain items identified in Exhibit A (attached) that have been identified as surplus and no longer of use by the Town due to end of service life pursuant to United States NFPA (National Fire Protection Agency) standards; and

WHEREAS, the Town Council of the Town of Southern Pines desires to dispose of said surplus property in a manner that will aid non-profit organizations, sister cities, and other units of government; and

WHEREAS, pursuant to N.C. Gen. Stat. 160A-280, the Town may convey to non-profits, sister cities, and other units of government personal property that the governing board determines to be surplus, obsolete or no longer useable by the Town; and

WHEREAS, the Rotary Club of Southern Pines is a non-profit 501(c)(4) organization that, in addition to other charitable activities, has requested surplus fire department turnout gear and equipment be donated to them so they may re-distribute said gear and equipment to developing and under-funded fire departments in countries where standards regarding identified gear and equipment allow it to be used;

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

1. That the equipment as identified in Exhibit A (attached) by the Fire Chief and Purchasing Agent be declared surplus property:
2. That the conveyance of said surplus property to the Rotary Club of Southern Pines is hereby approved and accepted.

Adopted this 22nd day of August, 2022

ATTEST:

TOWN OF SOUTHERN PINES:

Elizabeth Robertson, Town Clerk

Carol R. Haney, Mayor

I certify that this Resolution was adopted by the Town Council of the Town of Southern Pines at its meeting on August 22, 2022 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk

Exhibit A

Items are no longer usable due to end of service life standards per NFPA. For donation to US based non-profits for re-distribution to NON-US fire departments.

Turnout Coats – 20 each

Coats (Forestry) – 22 each

Turnout Pants – 36 each

Pants (Forestry) – 18 each

Helmets – 10 each

Helmets (Forestry) – 16 each

Pairs of Boots – 25 each

Pairs of Boots (Forestry) – 5 each

Turnout Hoods – 39 each

Gloves (Extrication) – 7 each

Gloves (Fire Fighting) – 11 each

Agenda Item

To: Reagan Parsons, Town Manager

From: B.J. Grieve, Planning Director
Cindy Williams, Planning Technician

Subject: AX-04-22: Investigate the Sufficiency of a Request for Voluntary Annexation of a 2.32 Acre Parcel and a 50' Private Right of Way Contiguous to the Corporate Limits of the Town of Southern Pines; Petitioners: S & S Partners, LLP and Morganton Park North Master Association, Inc.

Date: August 22, 2022

I. SUMMARY OF APPLICATION REQUEST:

William Stewart, M.D., on behalf of S & S Partners, LLP, and Charles Gregg, on behalf of Morganton Park North Master Association, Inc., are requesting voluntary annexation of contiguous parcels that are currently outside of the corporate limits of the Town of Southern Pines. Per the Moore County tax records, the subject parcels are identified as PIN 857100496541 (PARID 20190014) and PIN 857100495394 (PARID 20190273).

II. PROJECT INFORMATION:

A. Physical Addresses:

105 Pavilion Way
Southern Pines, NC 28387

Pavilion Way
Southern Pines, NC 28387

B. Property Owners/Applicants:

S & S Partners, LLP/William Stewart, M.D.
195 W. Illinois Avenue
Southern Pines, NC 28387

Morganton Park North Master Association, Inc./Charles Gregg
2 Regional Circle
Pinehurst, NC 28374

C. Property Identification & Parcel Identification Numbers:

PIN 857100496541; PARID 20190014
PIN 857100495394; PARID 20190273

D. Size of Properties:

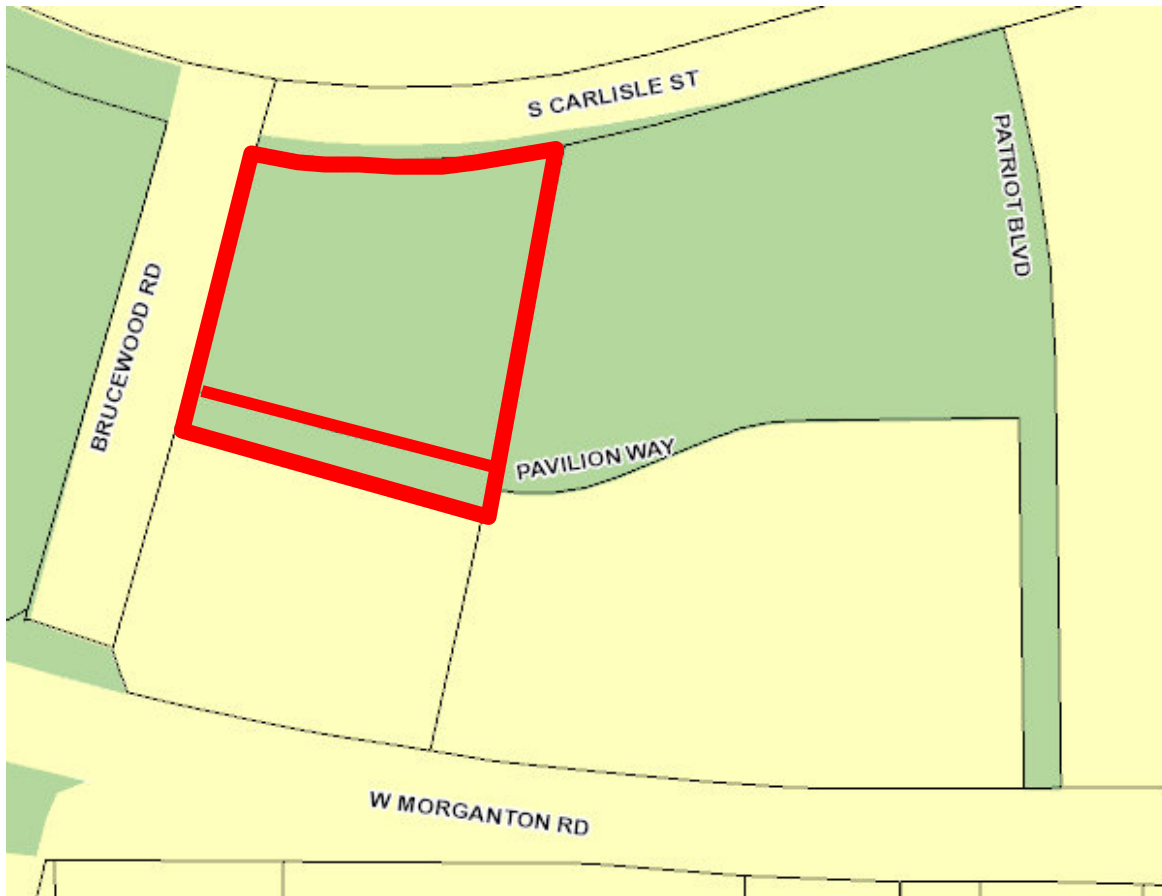
Total area: 2.32 acres and 17,117 SF

III. STAFF COMMENTS:

- The applicants have submitted Petitions for Voluntary Annexation accompanied by surveys and written metes and bounds descriptions of the subject properties.
- The written metes and bounds description of both areas to be annexed have been approved by the Moore County Tax Mapper.
- The requests are voluntary requests for contiguous annexation as the adjacent properties within the corporate limits of the Town of Southern Pines (see Figure 1).
- The subject properties are presently zoned PD (Planned Development). The adjacent properties are also zoned PD.
- The purpose of this agenda item is for the Town Council to first take action at the Work Session to direct the Town Clerk to investigate the sufficiency of the Petitions for Voluntary Annexation. Following the investigation, if the Town Clerk certifies the sufficiency of the Petitions, a Resolution to fix a date for a public hearing will be before the Town Council at the September 13, 2022 Regular Meeting pursuant to N.C.G.S. §160A-31(c).
- **Comprehensive Long Range Plan Analysis:**
 - The subject properties are identified as “Traditional Mixed Use” on the Comprehensive Long Range Plan (CLRP) Future Land Use Map (see Figure 3). Per the CLRP 2015-2016 update:

“The Traditional Mixed Use category applies to those larger, mostly undeveloped parcels well-suited to mixing residential and non-residential uses in a manner similar to that found in downtown Southern Pines. This designation applies to the Morganton Road area and to the Pine Needles area, identifying these as likely spots for mixed-use including an interconnected street network as found in traditional town development. No specific development intensity is implied by this designation. It simply indicates that such areas will be built to urban levels, will incorporate a variety of uses and will have a street network accommodating modes of travel beyond the automobile.”

Figure 1: Adjacent Property (Areas to be Annexed Outlined in Red)



 Town of Southern Pines Corporate Limits

 Town of Southern Pines ETJ

Figure 2: Zoning Map (Area to be Annexed Outlined in Blue)



Figure 3: CLRP Future Land Use Map (Area to be Annexed Outlined in Yellow)



IV. ATTACHMENTS:

1. Petitions
2. Written metes and bounds descriptions
3. Surveys of subject properties

V. TOWN COUNCIL ACTION:

Before holding a public hearing and deciding upon a *voluntary annexation* request, the Town Council must first direct the Town Clerk to investigate the request. Upon receiving a Certificate of Sufficiency from the Town Clerk, the Council may then fix a date for the public hearing on the annexation request. The Town Council may choose one of the following motions, or any alternative they wish:

- 1) I move to adopt a Resolution directing the Town Clerk to investigate the Petitions received for the voluntary annexation of properties as defined in the submitted written metes and bounds descriptions under application AX-04-22.

-or-

- 2) I move to not adopt a Resolution directing the Town Clerk to investigate the Petitions received for the voluntary annexation of properties as defined in the submitted written metes and bounds descriptions under application AX-04-22.

PETITION FOR VOLUNTARY ANNEXATION

To the Town Council of the Town of Southern Pines, North Carolina:

1. I/We the undersigned owner(s) of real property respectfully request that the area described in the attached Exhibit A be annexed to the Town of Southern Pines.
2. The area to be annexed is **contiguous** to the Town of Southern Pines and the boundaries of such territory are described in the attached metes and bounds description, Exhibit A.
3. The area is identified as PIN: 857100496541; PARID: 20190014.

Property Owner(s):

Name: S&S PARTNERS,
L.L.P.

Signature: W. Stewart 8/2/2022

Address: 195 W ILLINOIS AVE

William H. STEWART, M.D.
General Partner

Southern Pines, NC 28387 - 5808

Name: _____

Signature: _____

Address: _____

Name: _____

Signature: _____

Address: _____

(Duplicate this form to add names, addresses and signatures of property owners, as necessary.)

7-28-21

EXHIBIT A

Metes and Bounds Description of Property/Properties Petitioning for Voluntary Annexation

BEING A PORTION OF THE ROBERT W. & JULIE M VAN CAMP, THOMAS M. VAN CAMP, TRUSTEE TRACT OR PARCEL OF LAND IN MCNEILL TOWNSHIP, SOUTHERN PINES, MOORE COUNTY, NORTH CAROLINA, DESCRIBED IN DEED BOOK 4593 PAGE 407 IN THE MOORE COUNTY REGISTRY AND MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET, SAID IRON ROD BEING LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF PAVILION WAY (50' RIGHT-OF-WAY) AND THE EASTERN RIGHT-OF-WAY OF BRUCEWOOD ROAD (100' RIGHT-OF-WAY); THENCE WITH THE NORTHERN RIGHT-OF-WAY OF PAVILION WAY THE FOLLOWING CALLS: S 73°54'37" E A DISTANCE OF 164.22' TO AN IRON ROD SET;

THENCE A CURVE TO THE LEFT HAVING A RADIUS OF 1005.00' A CHORD BEARING OF S 76°20'11" E A CHORD DISTANCE OF 85.08' TO AN IRON ROD SET; THENCE S 78°45'45" E A DISTANCE OF 91.51' TO AN IRON ROD SET;

THENCE LEAVING THE PAVILION WAY NORTHERN RIGHT-OF-WAY N 12°34'40" E A DISTANCE OF 354.95' TO AN IRON ROD SET, SAID IRON ROD BEING LOCATED IN THE SOUTHERN RIGHT-OF-WAY OF SOUTH CARLISLE STREET (80' RIGHT-OF-WAY); THENCE A CURVE TO THE RIGHT HAVING A

RADIUS OF 1080.00' A CHORD BEARING OF S 88°55'50" W A CHORD DISTANCE OF 333.92' TO AN IRON ROD SET, SAID IRON ROD BEING LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF CARLISLE STREET AND THE EASTERN RIGHT-OF-WAY OF BRUCEWOOD ROAD;

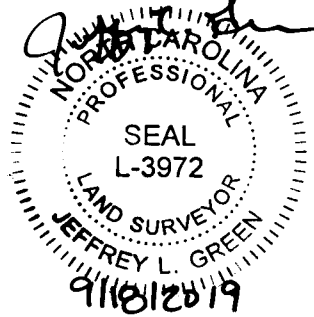
THENCE WITH THE EASTERN RIGHT-OF-WAY OF BRUCEWOOD ROAD S 16°00'21" W A DISTANCE OF 267.11' TO THE POINT OF BEGINNING HAVING AN AREA OF 2.32 ACRES.

7-28-21

I, JEFFREY L. GREEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION (DEED REFERENCES AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN REFERENCES AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS NOT PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 10th DAY OF SEPTEMBER, A.D. 2019.

Jeffrey L. Green
PROFESSIONAL LAND SURVEYOR

L-3972
LICENSE NUMBER



I, JEFFREY L. GREEN, PROFESSIONAL LAND SURVEYOR, L-3972, CERTIFY TO THE FOLLOWING AS REQUIRED IN G.S. 47-30(b)(1):

THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

Jeffrey L. Green
SURVEYOR

9/18/2019
DATE

State of North Carolina
I, DeAnn Spell, Review Officer of Moore County,
North Carolina, certify that the map or plat which this certification is affixed meets all statutory requirements for recording.

DeAnn Spell
Review Officer

9-19-2019
Date

CERTIFICATE OF EXEMPTION

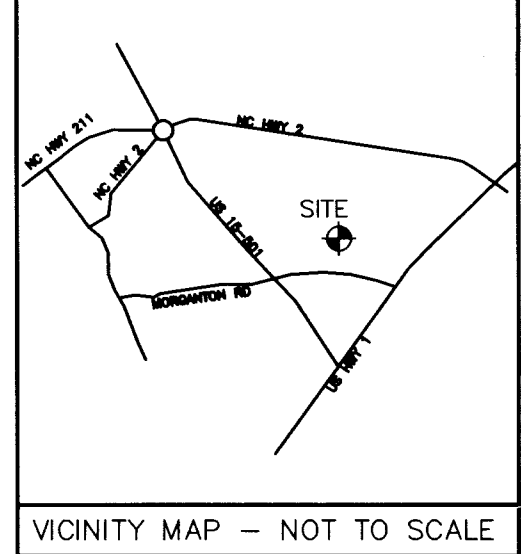
I HEREBY CERTIFY THAT THIS PLAT IS EXEMPT FROM THE DEVELOPMENT ORDINANCE UNDER DEFINITIONS OF EXEMPTION CONTAINED IN 2.19.2 IN THE TOWN OF SOUTHERN PINES UDO:

(B)THE DIVISION OF LAND INTO PARCELS GREATER THAN TEN(10) ACRES WHERE NO STREET RIGHT-OF-WAY DEDICATION IS INVOLVED.

Planning Director
9/18/19
DATE

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Pratt, II, NC
Moore County, NC
September 19, 2019 11:47:06 AM
Book 18 Page 239-239
FEE \$21.00
INSTRUMENT # 2019013866

PLAT CABINET 18 SLIDE 239

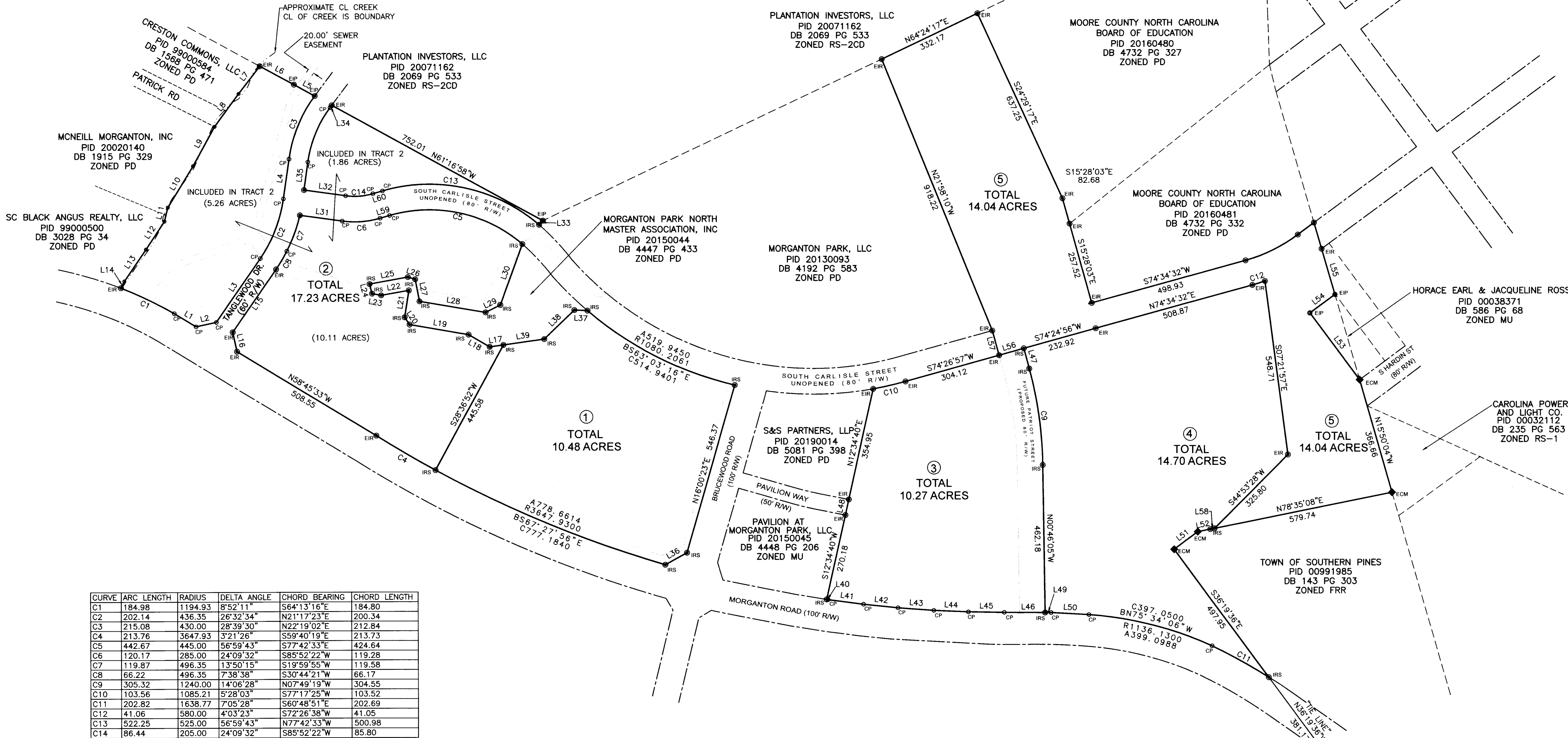


TITLE REFERENCE

PID 20150046
PIN 857100394875
DEED BOOK 4504 PAGE 322
MOORE COUNTY REGISTRY

PID 00037588
PIN 857100595604
DEED BOOK 4504 PAGE 322
MOORE COUNTY REGISTRY

LINE	BEARING	DISTANCE
L1	S58°45'33"E	79.57
L2	N77°45'19"E	64.86
L3	N34°33'35"E	243.15
L4	N08°09'28"E	125.44
L5	N60°51'02"W	74.01
L6	N61°28'45"W	121.48
L7	S37°23'38"W	108.94
L8	S36°13'26"W	127.60
L9	S28°50'09"W	139.85
L10	S31°28'15"W	151.79
L11	S13°36'05"W	44.91
L12	S33°33'17"W	105.13
L13	S34°09'02"W	120.88
L14	S26°43'17"W	23.99
L15	N34°33'35"E	239.46
L16	S12°17'53"E	61.85
L17	S81°56'55"W	43.42
L18	N59°39'48"W	76.25
L19	N80°20'29"W	187.26
L20	N33°33'20"W	27.44
L21	N08°50'56"E	85.46
L22	S79°49'31"W	88.02
L23	N79°02'33"W	28.85
L24	N14°11'01"W	31.27
L25	N79°39'48"E	121.51
L26	N73°18'34"W	24.15
L27	S10°50'05"E	70.87
L28	S80°21'04"E	209.29
L29	N63°19'16"E	51.79
L30	N19°57'19"E	203.40
L31	N82°02'52"W	133.16
L32	S82°02'52"E	131.14
L33	S43°21'21"W	17.59
L34	N35°09'46"E	9.05
L35	S08°00'27"W	88.36
L36	N60°53'55"E	76.69
L37	N87°29'51"W	41.24
L38	S46°08'20"W	130.69
L39	S81°56'41"W	128.92
L40	S80°47'15"E	4.40
L41	S82°27'33"E	111.62
L42	S84°00'26"E	108.22
L43	S85°44'17"E	112.32
L44	S87°27'10"E	108.02
L45	S89°03'27"E	112.41
L46	S89°39'43"E	127.56
L47	N14°52'33"W	65.47
L48	S12°34'40"W	50.01
L49	S89°39'43"E	118.60
L50	S86°48'02"E	118.37
L51	N53°20'16"E	92.38
L52	N78°35'08"E	40.26
L53	N36°34'09"W	260.49
L54	N53°26'54"E	97.56
L55	N16°04'13"W	148.77
L56	S74°26'37"W	80.01
L57	N15°37'23"W	80.03
L58	S78°35'08"W	13.41
L59	N73°47'36"E	30.99
L60	S73°47'36"W	30.99



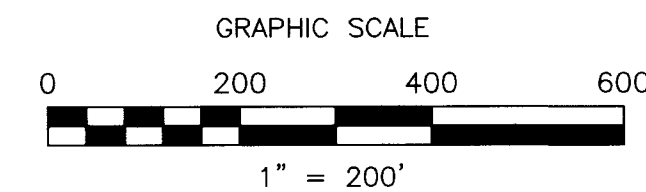
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	184.98	1194.93	8°52'11"	S64°13'16"E	184.80
C2	202.14	436.35	26°32'34"	N21°17'23"E	200.34
C3	215.08	430.00	28°39'30"	N22°19'02"E	212.84
C4	213.76	3647.93	3°21'26"	S59°40'19"E	213.73
C5	442.67	445.00	56°59'43"	S77°42'33"E	424.64
C6	120.17	285.00	24°09'32"	S85°52'22"W	119.28
C7	119.87	496.35	1°35'01"	S19°59'55"W	119.58
C8	66.22	496.35	7°38'38"	S30°44'21"W	66.17
C9	305.32	1240.00	14°06'28"	N07°49'19"W	304.55
C10	103.56	1085.21	5°28'03"	S77°17'25"W	103.52
C11	202.82	1638.77	7°05'28"	S60°48'51"E	202.69
C12	41.06	580.00	4°03'23"	S72°26'38"W	41.05
C13	522.25	525.00	56°59'43"	N77°42'33"W	500.98
C14	86.44	205.00	24°09'32"	S85°52'22"W	85.80

LEGEND
UNLESS OTHERWISE DENOTED
● = EIR = EXISTING IRON ROD
● = IRS = IRON ROD SET
○ = ECM = EXISTING CONCRETE MONUMENT
○ = EIP = EXISTING IRON PIPE
CC = CONTROL CORNER
○ = UTILITY POLE
□ = SEWER CLENOT
--- = ADJOINING BOUNDARY LINE
--- = RIGHT-OF-WAY
--- = UTILITY EASEMENT (LOCATIONS PROVIDED BY THE TOWN OF SOUTHERN PINES)

NOTES:

1. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT OF WAYS, AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THIS PLAT.
 2. ALL PROPERTY LINES AND CORNERS ESTABLISHED USING EXISTING CORNERS FOUND, EXISTING BOUNDARY EVIDENCE, AND DEEDS AND PLATS OF RECORD IN THE MOORE COUNTY REGISTRY.
 3. ALL DISTANCES ARE HORIZONTAL GROUND.
 4. ALL AREAS BY COORDINATE COMPUTATION.
 5. GRID COORDINATES ESTABLISHED USING GPS METHODS USING OPUS.
 6. THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED FEMA SPECIAL FLOOD HAZARD AREA PER FIRM NO. 37108571004 WITH AN EFFECTIVE DATE OF 10/17/2006.
 7. ZONING INFORMATION: ZONED PD (PLANNED DEVELOPMENT).
- FOR SETBACK INFORMATION CONTACT
THE TOWN OF SOUTHERN PINES
PLANNING DEPARTMENT 910.632.4003

EXCEMPT SURVEY OF
TRACTS 1, 2, 3, 4 & 5 MORGANTON PARK
MINERAL SPRINGS TOWNSHIP, TOWN OF SOUTHERN PINES
MOORE COUNTY, NORTH CAROLINA
SEPTEMBER 16, 2019 SCALE 1"= 200'
FIELD SURVEY- AUGUST, 2019



OWNER: ROBERT W. & JULIE M.
VAN CAMP, TRUSTEE
P.O. BOX 1389
PINEHURST, N.C. 28370
SURVEYOR: JEFFREY L. GREEN, PLS
6322 BIG OAK CHURCH ROAD
EAGLE SPRINGS, N.C. 27242
(910) 975-2306

PETITION FOR VOLUNTARY ANNEXATION

To the Town Council of the Town of Southern Pines, North Carolina:

1. I/We the undersigned owner(s) of real property respectfully request that the area described in the attached Exhibit A be annexed to the Town of Southern Pines.
2. The area to be annexed is **contiguous** to the Town of Southern Pines and the boundaries of such territory are described in the attached metes and bounds description, Exhibit A.
3. The area is identified as PIN: _____; PARID: _____.

Property Owner(s):

Name: Charles Gress

Signature: 

Address: _____

Name: _____

Signature: _____

Address: _____

Name: _____

Signature: _____

Address: _____

(Duplicate this form to add names, addresses and signatures of property owners, as necessary.)

Metes and Bounds Description of Pavilion Way

Beginning at an existing iron rod, said rod being the northwest corner of Lot 1 as shown on Plat Cabinet 16, Slide 458 in the Moore County Registry; thence from the beginning and with the eastern right of way of Brucewood Road N16°00'22"E 50.00' to a point; thence leaving the right of way S73°54'37"E 164.22' to a point, thence a curve to the left having a radius of 1,005' a chord direction of S76°20'11"E and a chord distance of 85.08' to a point; thence S78°45'45"E 91.51' to a point; thence S12°34'40"W 50.01' to an iron rod, the northeast corner of Lot 1; thence as the northern lines of Lot 1; N78°45'45"W 90.34' to an iron rod; thence a curve to the right having a radius of 1,055' a chord direction of N76°20'11"W and a chord distance of 89.32' to an iron rod; thence N73°54'37"W 164.15' to the point and place of beginning and containing 17,117 square feet more or less and being the 17,117 SF R/W as shown on Plat Cabinet 16, Slide 458 in the Moore County Registry.



TOWN OF SOUTHERN PINES RESOLUTION #1022
DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 160A-31
AX-04-22: S&S Partners/Morganton Park North Master Association

WHEREAS, a petition requesting annexation of an area described in said petition was received on August 2, 2022 by the Town Council of the Town of Southern Pines; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Southern Pines deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Pines that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of her investigation.

Adopted this 22nd day of August, 2022.

ATTEST:

TOWN OF SOUTHERN PINES

Elizabeth Robertson, Town Clerk

Carol R. Haney, Mayor

I certify that this Resolution was adopted by the Town Council of the Town of Southern Pines at its meeting on August 22, 2022 as shown in the Minutes of the Town Council meeting for that date.

Elizabeth Robertson, Town Clerk

Work Session Agenda Item

To: Reagan Parsons, Town Manager

From: BJ Grieve, Planning Director
Rachel Mann, Planning & Development Specialist

Subject: Comprehensive Long-Range Plan Update

Date: August 22, 2022

I. COMPREHENSIVE LONG-RANGE PLAN PROJECT UPDATE:

As the Town Council is aware, the town is embarking on the creation of a new Comprehensive Long-Range Plan (CLRP). City Explained, Inc. has been hired as consultant for the project, with creative planning firm Arnett Muldrow as sub-consultant for project logo and branding work. City Explained's first visit to Southern Pines will be August 23-25. During the August visit, the consultants will receive a tour of Southern Pines and conduct interviews with stakeholders from established community groups. The first community CLRP event will occur on Wednesday, August 24 from 4-7 PM. The event is called Bring Your Own Questions, and will be held at Southern Pines Growler Company (160 W New York Avenue). This event is a casual way for the community to meet the City Explained team and ask any questions they may have. The August visit will end on Thursday evening with the first Community Advisory Committee (CAC) meeting from 6-8 PM. During this meeting, the CAC will be introduced to key planning concepts. This meeting will also serve as a kickoff for the branding portion of the project.

After the City Explained visit on August 23-25, the next CLRP-related activity will be a day of virtual stakeholder meetings on Friday, September 9 specifically for the branding portion of the project. The next in-person visit from City Explained will be September 20-22. On Tuesday, September 20 there will be a community-wide event called the Community Ideas Exchange Workshop. The Workshop will be held at the Douglass Center from 4-7 PM and will have multiple stations for the community to provide input for the CLRP.

At this time, the only other scheduled CLRP event is a CLRP booth at AutumnFest on October 1st. However, the City Explained team is planning events quickly to stay on track for the 12-month project timeline, per the contract. Planning staff will keep the Town Council and public informed as events are scheduled and as the project progresses. An email news list has already been created, and anyone with interest in the project is encouraged to email Rachel Mann at rmann@southernpines.net to be added to the list.

II. APPOINTMENT OF COMMUNITY ADVISORY COMMITTEE:

As part of the CLRP process, City Explained has recommended the creation of a Community Advisory Committee (CAC) comprised of twelve to fifteen individuals. This

committee essentially serves as an additional “sounding board” and is projected to meet formally four times during the planning process leading up to a document. An open and transparent process to create the CAC was followed, allowing anyone to apply to be appointed. The application period opened on Thursday, July 28 and closed at 5 PM on Thursday, August 11. The Planning Board received all submitted applications at their meeting on August 11 and had one week to review. Last Thursday evening, August 18, the Planning Board sorted through 39 applicants and have provided a recommended slate for appointment to the Committee:

1. Adam Kiker
2. Austin Vernon
3. Barry Huggins
4. David Carter
5. Felicia Winfield
6. John Weaver
7. Lynn Anderson
8. Lynn Thompson
9. Nora Bowman
10. Pam Garty
11. Paul Friday
12. Ray Owen
13. Suzanne Coleman
14. Tom McCabe
15. Brandon Goodman

In addition to ratifying their recommendation via simple motion and vote, the Council also needs to adopt an Ordinance to initially authorize the Committee. Specifically, **North Carolina General Statute 160D-306** reads:

A local government may by ordinance establish additional advisory boards as deemed appropriate. The ordinance establishing such boards shall specify the composition and duties of such boards.

A draft Ordinance for your consideration has been included in your packet. In order to include the Committee with kickoff activities taking place the week of the 22nd, action on an Ordinance (included or amended) will need to take place Monday.

TOWN OF SOUTHERN PINES ORDINANCE #2021
ESTABLISHING A COMMUNITY ADVISORY COMMITTEE FOR THE TOWN OF
SOUTHERN PINES PER NORTH CAROLINA GENERAL STATUTE 160D

THAT WHEREAS, the Town Council of Southern Pines has deemed it appropriate to undertake a public process to update the 2016 Comprehensive Long Range Plan (CLRP); and

WHEREAS, a consultant has been selected to lead the update effort, and part of the proposed process involves the creation of a Community Advisory Committee; and

WHEREAS, North Carolina General Statute 160d-360 reads *A local government may by ordinance establish additional advisory boards as deemed appropriate. The ordinance establishing such boards shall specify the composition and duties of such boards. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)*

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Town Council of the Town of Southern Pines, North Carolina at its Regular Work Session Meeting assembled on the 22nd day of August, 2022:

Section 1. That a Community Advisory Committee (CAC), comprised of no more than fifteen (15) members, be created.

Section 2. That the CAAC shall serve as a “sounding board” for the CLRP Update authors, in addition to assisting them in advancing the planning process, and meeting as a Committee a minimum of four times during the update process.

Section 3. That this Ordinance shall be and remain in full force and effect from the date of its adoption until such time that an updated CLRP document is adopted by the Town Council of Southern Pines, at such time the Committee shall be dissolved.

Adopted this 22nd day of August, 2022.

ATTEST: TOWN OF SOUTHERN PINES

Elizabeth Robertson, Town Clerk

Carol R. Haney, Mayor

APPROVED AS TO FORM:

DeWitt “Mac” McCarley, Town Attorney

I certify that this Ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting on August 22, 2022 as shown in the Minutes of the Town Council meeting for that date.

Elizabeth Robertson, Town Clerk

TOWN OF SOUTHERN PINES RESOLUTION #1018
INTENT TO ENTER INTO A LEASE WITH GO PINES, LLC FOR THE PROVISION OF
ELECTRIC VEHICLE CHARGING STATIONS IN PUBLIC PARKING LOTS

WHEREAS, in 2018, North Carolina Governor Roy Cooper signed into law Executive Order No. 80 (EO 80), which promotes strategies to address climate change and transition to a clean energy economy. EO 80 encourages public-private partnerships to foster innovations for clean energy technology solutions and set forth a goal of increasing the number of zero-emission vehicles (ZEVs) registered in North Carolina to at least 80,000 by 2025; and

WHEREAS, in 2022, Governor Cooper signed Executive Order No. 245, which builds upon EO 80 and sets specific transportation goals to transform North Carolina to a clean, equitable economy so that by 2030, at least 50 percent of vehicles sold in North Carolina are zero-emission;

WHEREAS, as reported by the North Carolina Department of Transportation, the growth of electric and plug-in hybrid vehicles registered in Moore County has been steady and significant, representing an increase of 205% from 2019 to 2022. As of March 2022, 448 electric and plug-in hybrid vehicles were registered, a 64% increase since March 2021; and

WHEREAS, there are currently three public parking spaces equipped with electric vehicle charging infrastructure within Southern Pines. The Town of Southern Pines seeks a public-private partnership to install additional charging infrastructure to meet the continued growth of ZEVs registered in Moore County, while limiting the cost burden on the Town's taxpayers.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Pines, North Carolina in regular session assembled this 9th day of August, 2022, that:

1. In accordance with North Carolina General Statutes §160A-272, the Town Council of Southern Pines announces its intent to enter into a lease agreement with Go Pines, LLC for a term for five (5) years.
2. The Town of Southern Pines will lease public parking spaces to Go Pines, LLC for the purpose of installing electric vehicle charging infrastructure to serve four parking spaces at the Town's Bennett Street lot and two parking spaces in Reservoir Park. The costs of installing, maintaining, and operating the infrastructure will be borne solely by Go Pines, LLC.
3. The Town of Southern Pines does not have any intended needs for the subject parking spaces that are not in harmony with the proposed lease for the purposes of installing electric vehicle charging infrastructure.
4. Go Pines, LLC will pay the Town of Southern Pines an amount of \$25 per month (\$300 per year) for each parking space.
5. The Town Council intends to act on this lease at its regular meeting on Monday, September 26, 2022.
6. The Town Clerk shall provide notice of the Town Council's intent to enter into this lease in *The Pilot* newspaper no later than August 27, 2022.

Adopted this 9th day of August, 2022

TOWN OF SOUTHERN PINES

Carol R. Haney, Mayor

I certify that this resolution was adopted by the Town Council of the Town of Southern Pines at its meeting of August 9, 2022 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk

NORTH CAROLINA
MOORE COUNTY

ELECTRIC VEHICLE SITE HOST AND LEASE/PROPERTY USE AGREEMENT
GO PINES, LLC AND TOWN OF SOUTHERN PINES, NC

THIS ELECTRIC VEHICLE SITE HOST AND PROPERTY USE AGREEMENT (the “**Agreement**”) is entered into as of this ____ day of _____, 2022, between GO PINES LLC (herein “**Go Pines**”) and the Town of Southern Pines an incorporated municipality, a body corporate and politic in Moore County, North Carolina (hereinafter referred to as “**the Town**”). Go Pines LLC and the Town may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Go Pines LLC will install, own, operate, maintain and support electric vehicle supply equipment (“**EVSE**”) within the Town of Southern Pines, North Carolina.

WHEREAS, the Town is the owner or operator of that certain property (the “**Property**”) as defined in Exhibit A;

WHEREAS, the Town agrees to lease property to Go Pines LLC in order to install EVSE and associated wires, cables, and equipment (collectively, the “**Equipment**”) at the Property;

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GO PINES LLC OBLIGATIONS

- a) Go Pines LLC and/or its contractors shall design and construct the Equipment in compliance all applicable local, state, and federal laws and regulatory requirements. No construction, installation, or similar may commence by Go Pines LLC and/or its contractors until the Town has approved the location(s), placement, method of installation (such as concrete or similar) and connection of the Equipment. Should the proposed installation schedule require modification, Go Pines LLC shall notify the Town within a reasonable amount of time of such changes. At the option of Go Pines LLC, all Equipment shall be Go Pines LLC branded.
- b) All Equipment shall be connected to a meter(s) which is billed to Go Pines. Go Pines LLC shall assume all responsibility and expenses to connect the Equipment to a metered electrical panel(s) and paying the ongoing electrical service.
- c) To the extent Go Pines LLC reasonably believes an upgrade of existing electrical infrastructure is required, Go Pines LLC shall install a new meter at the Property at its expense.
- d) During the Term of this Agreement, Go Pines LLC and/or its contractors shall operate, maintain, modify, repair, and/or replace the Equipment at Go Pines' expense. Go Pines LLC shall repair the Equipment promptly upon learning of maintenance needs. Go Pines LLC shall have the right to

repair, modify or replace the Equipment at any time during the Term of this Agreement. Go Pines LLC shall schedule access for installation, maintenance and repairs during a mutually agreeable time, except in emergency situations.

- e) During the Term, Go Pines LLC shall pay all fees, utilities, and other expenses required for the operation and maintenance of the EVSE.
- f) Go Pines shall, at each charging point, co-brand the EVSE to promote the Town's participation in providing this infrastructure. Notwithstanding the foregoing, there shall be clear language and contact information indicating that customers shall report maintenance needs, address billing questions, or other concerns directly with Go Pines, rather than the Town. At a minimum, contact information shall include a phone number and e-mail address for Go Pines.
- g) Go Pines shall be permitted to promote and advertise the Program; provided, however, the Town reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by Go Pines which references the Town's role with the EVSE. The Town may require Go Pines to submit such copy and materials for pre-approval. Approval shall be granted, unless the Town, in its sole discretion, reasonably determines that the copy or materials are misleading, in error, or is not in the Town's best interest. In the event that the Town does not approve, Go Pines agrees to remove from circulation or otherwise discontinue the use of any such materials.
- h) Go Pines shall use commercially reasonable efforts to maintain the Equipment in a clean, safe, and orderly condition, to at least the same standard that the Town maintains the surrounding property.
- i) Go Pines may take reasonable measures to discourage and prevent anyone other than an EV driver from parking in a space dedicated to EVSE. Such measures may include, but are not limited, to installing signage, and towing non-electric vehicles. Said measures shall be approved by the Town prior to installation, implementation, or similar.
- j) Go Pines LLC shall be responsible for repairing any damage to the Property directly caused by the installation, maintenance, repair, usage, and/or removal of the Equipment.

2. THE TOWN'S OBLIGATIONS

- a) The Town shall provide Go Pines, its representatives, Network Provider, contractors, and designees access to the Property as deemed necessary or desirable for the assessment, installation, maintenance, repair, replacement, and/or removal of all or any portion(s) of the Equipment throughout the Term of this Agreement.
- b) The Town shall not damage, disable, modify or tamper with the Equipment in any way except to the extent required by an emergency situation. If the Town violates the preceding sentence, Go Pines LLC shall repair or replace the Equipment at and invoice the Town for the expense.
- c) The Town acknowledges that Go Pines LLC and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical

performance of the vehicle and Equipment. Go Pines LLC shall own all rights to such data and information. The Town acknowledges that such data and information will be used and disclosed by Go Pines LLC and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. Go Pines LLC will make available to the Town relevant station utilization data.

- d) The Town shall provide publicly accessible parking spots and nondiscriminatory access to the EVSE in accordance with Exhibits A and B. For public installations, this means a site is available to any electric vehicle driver regardless of affiliation (i.e. a business cannot designate a public charger for their customers only).
- e) The Town shall be permitted to promote and advertise the Program; provided, however, Go Pines LLC reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Town which references the Town's role with the EVSE. Go Pines LLC requires the Town to submit such copy and materials for pre-approval. Approval shall not be unreasonably withheld, conditioned or delayed, unless Go Pines LLC in its sole discretion, reasonably determines that the copy or materials are misleading, in error, or is not in Go Pines' best interest. In the event that Go Pines LLC does not approve, the Town agrees to remove from circulation or otherwise discontinue the use of any such materials.

3. TERM AND TERMINATION

- a) This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the date of installation of the Equipment and shall continue for five years (the "Term").
- b) Notwithstanding anything herein to the contrary, either party may terminate this agreement upon providing written notice of sixty (60) days. In addition, in the event Go Pines LLC determines that the Property is not technically compatible for the purposes hereunder, Go Pines LLC shall have the right to terminate this Agreement immediately upon written notice to the Town.
- c) Unless otherwise agreed to by the Parties, Go Pines LLC shall remove the Equipment following any such termination, so long as they may be removed without damage to the Town's property. All expenses of such removal shall be paid by Go Pines and removal shall take place within thirty (30) days from the time the agreement terminates.

4. INTERRUPTION OF ELECTRIC SERVICE

Go Pines LLC does not guarantee continuity of electric service to the EVSE and is not responsible or liable for interruption, curtailment, failure, or defect in the supply or character of electricity furnished to facilities or Equipment. In the event that any of the Equipment is without a continuous supply of electricity for a period of ninety (90) consecutive days or longer, either Party may immediately terminate this Agreement in writing for the affected Equipment.

5. TITLE TO EQUIPMENT

At all times during the Term of this Agreement, title to the Equipment shall remain with Go Pines LLC and are not to be considered fixtures or in any way the property of The Town. Upon the expiration of this Agreement, including any extensions thereof, and upon mutual consent by both parties, title to the Equipment may transfer to the Town at no cost and with no warranties.

Upon transfer of title to the Equipment to The Town, (i) the Town releases Go Pines LLC from any liabilities, including, but not limited to, any claim or action for bodily injury or property damage resulting from or related to the Equipment or the use of the Equipment; and (ii) the Town will be responsible for electrical consumption costs, network access fees, maintenance costs, and any repair costs thereafter.

6. GOVERNMENTAL APPROVALS.

- a) It is understood and agreed that Go Pines' ability to install the Equipment is contingent upon its all of the applicable permits and other approvals that may be required by any federal, state or local authorities (collectively the **"Governmental Approvals"**). Said Governmental Approvals will be obtained after this Agreement is executed. The Town shall cooperate with Go Pines LLC in its effort to obtain such Governmental Approvals by confirming ownership of the property or providing similar approvals or data, but will not make any financial contribution toward the approvals.
- b) It is understood and agreed by both parties that the Governmental Approvals may not be obtained in a timely manner, the applications are rejected or, after issuance, are canceled, expire, lapse, or are otherwise withdrawn or terminated by the issuing authority. In the event that the Governmental Approvals are not issued or do not remain valid through the duration of the Term, either party may terminate this agreement immediately upon written notice.

7. ACCESSIBILITY REQUIREMENTS

- a) Both parties understand and accept that electric vehicle charging facilities that are publicly accessible shall comply with the Americans with Disabilities Act (ADA), applicable North Carolina building codes, and any local regulations
- b) Both parties understand that in order to comply with required codes and regulations, there may be minor modifications to the intended layout or location of the planned EVSE. Go Pines shall submit any requested modifications to the design, construction, or operation of the EVSE to the Town for review and approval.

8. INSURANCE, LIABILITY, LOSS OF USE, AND INDEMNIFICATION

- a) The Town shall promptly report all claims and/or incidents to Go Pines LLC or its designated representative(s), and confirm in writing, the occurrence of any injury, loss, or damage incurred.
- b) The Town will not be liable or financially responsible for any loss or damage to the Equipment, Property, and/or Person that occurs by reason of a driver's use of the Equipment and/or parking lot,

vandalism, theft, or similar or in the event of fire, natural disaster, other casualty, or act of God. This is extended not only to the Equipment, but also to any loss of income and/or increased expenses for Go Pines in the event of an incident described herein.

- c) If any of the Properties are damaged by fire, natural disaster, other casualty, act of God, or deterioration and the cost of remediation is so great that Town decides not to repair or rebuild, the Town may terminate this agreement with respect to the Property in question. Upon written notice of termination, Go Pines must remove the Equipment from the affected Property.
- d) Go Pines shall secure and maintain, at its own expense, liability insurance in an amount of no less than \$1,000,000 with respect to bodily injury, death, or property damage suffered by any one person or entity and/or arising out of any one accident/incident. Go Pines shall list the Town as an additional insured on said policy(ies) and shall provide a certificate(s) of insurance to the Town confirming these minimum coverages. Should Go Pines make changes associated with its insurance policy(ies), it shall provide to the Town an updated certificate(s) of insurance within thirty (30) days of said change.
- e) Each Party shall indemnify and hold the other harmless against any claim of liability or loss from bodily injury or property damage resulting from or arising out of the negligence of such Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its servants or agents.
- f) In no event shall either Party be liable for consequential, special, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever.
- g) Go Pines shall indemnify and hold the Town harmless against any breach or release of customer data, intentional or unintentional, that might include credit card details or other personal identification information.

9. COMPENSATION.

Go Pines LLC agrees to pay the Town \$25.00 per month per parking space being utilized by the EVSE for the duration of this Term.

10. CHANGES

Should Go Pines LLC find the need to initiate changes to the Program based on changing circumstances, requested modifications shall be submitted to the Town for review and consideration. The Town may approve minor changes to this agreement, provided the revised agreement remains consistent with the terms outlined via public notice in compliance with NCGS § 160A-272. The remainder of the Agreement and the application of the Agreement to the amended list shall not be affected.

11. AUTHORITY

The Town represents and warrants that it is the owner or authorized manager of the proposed Property, has the power, authority and capacity to bind itself to undertake the Program terms and conditions, and to perform each and every obligation required of the Town. The Town is authorized to lease property owned by the Town, provided the lease is advertised, approved, and operated in compliance with NCGS § 160A-272.

12. SALE OF PROPERTY

The Town shall notify Go Pines LLC at least thirty (30) days prior to any sale of the Property. Within thirty (30) days following receipt of such notice, Go Pines shall remove its Equipment, unless it enters into an executed agreement with the subsequent property owner. Upon the transfer of the property, the agreement between the Town and Go Pines LLC is automatically terminated.

13. TAX CREDITS

To the extent the installation of the Equipment generates any tax credits, such credits shall be the sole property of and shall inure to the benefit of Go Pines LLC or the period for which it owns the Equipment provided under this Agreement.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to its conflict of laws principles.

15. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Go Pines LLC and the Town with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument duly executed by each of the Parties which is in compliance with NCGS § 160A-272.

16. SUCCESSORS AND ASSIGNS

Neither party may assign, convey or transfer all or any part of this Agreement.

17. NO WAIVER

No course of dealing or failure of Go Pines LLC or the Town to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

18. SURVIVAL

All sections of this Agreement providing for indemnification or limitation of or protection against liability of either Party shall survive the termination or expiration of this Agreement. Additionally, any

provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

19. SEVERABILITY

If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.

20. NOTICES AND APPEALS TO DECISIONS

- a) The Assistant Town Manager shall have the authority to review issues of discretion and make decisions as described in this agreement. Should Go Pines wish to appeal any of the Assistant Town Manager's decisions surrounding this agreement, Go Pines must submit a written appeal to the Town Manager within ten (10) days of the decision.
- b) All notices hereunder must be in writing and shall be deemed validly given if sent by U.S. mail, commercial courier, personal delivery, or email, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon receipt or such later date specified in the notice.

Town of Southern Pines
Attn: Jessica Roth
125 SE Broad Street
Southern Pines, NC 28387
jroth@southernpines.net
Phone: 910-692-7021

Go Pines, LLC
130 Broom Sedge Lane
Southern Pines, NC 28387
chris@go-pines.com
Phone: 910-691-3383

21. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

22. NO JOINT VENTURE

The Parties intend by this Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties is independent and none of them are an agent of, nor has the authority to bind the

other for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

23. PHOTOS/VIDEO OF EQUIPMENT

The Town agrees, upon reasonable notice to allow Go Pines LLC to enter the Property to take photographs or video of the Equipment. Go Pines LLC shall own all copyright and other intellectual property rights of such photographs or videos. To the extent the Property appears in any such photographs or videos, The Town consents to Go Pines' use and disclosure of such photographs or videos of the Property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on ____ day of _____, 2022.

GO PINES, LLC

TOWN OF SOUTHERN PINES

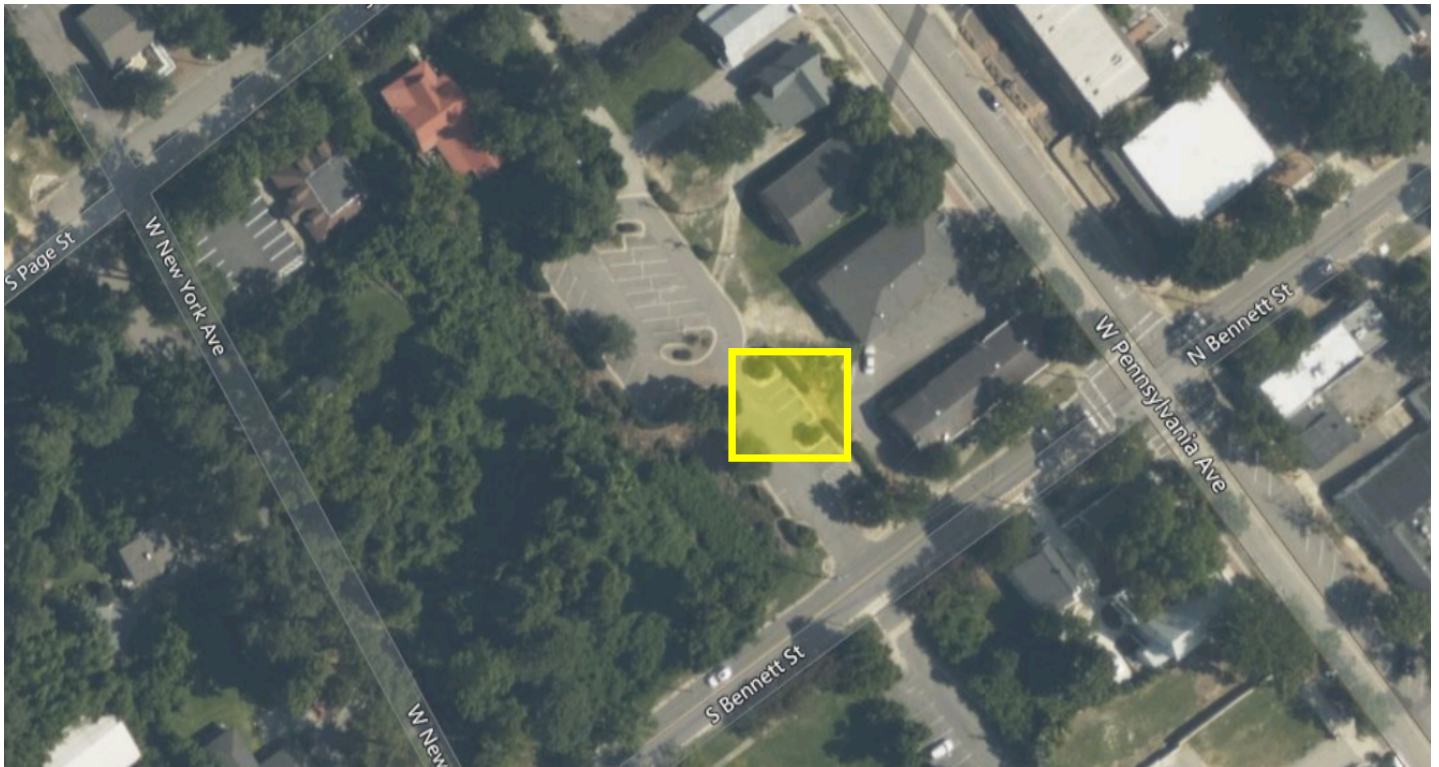
Christopher Hopfensperger, Owner

Carol Haney, Mayor

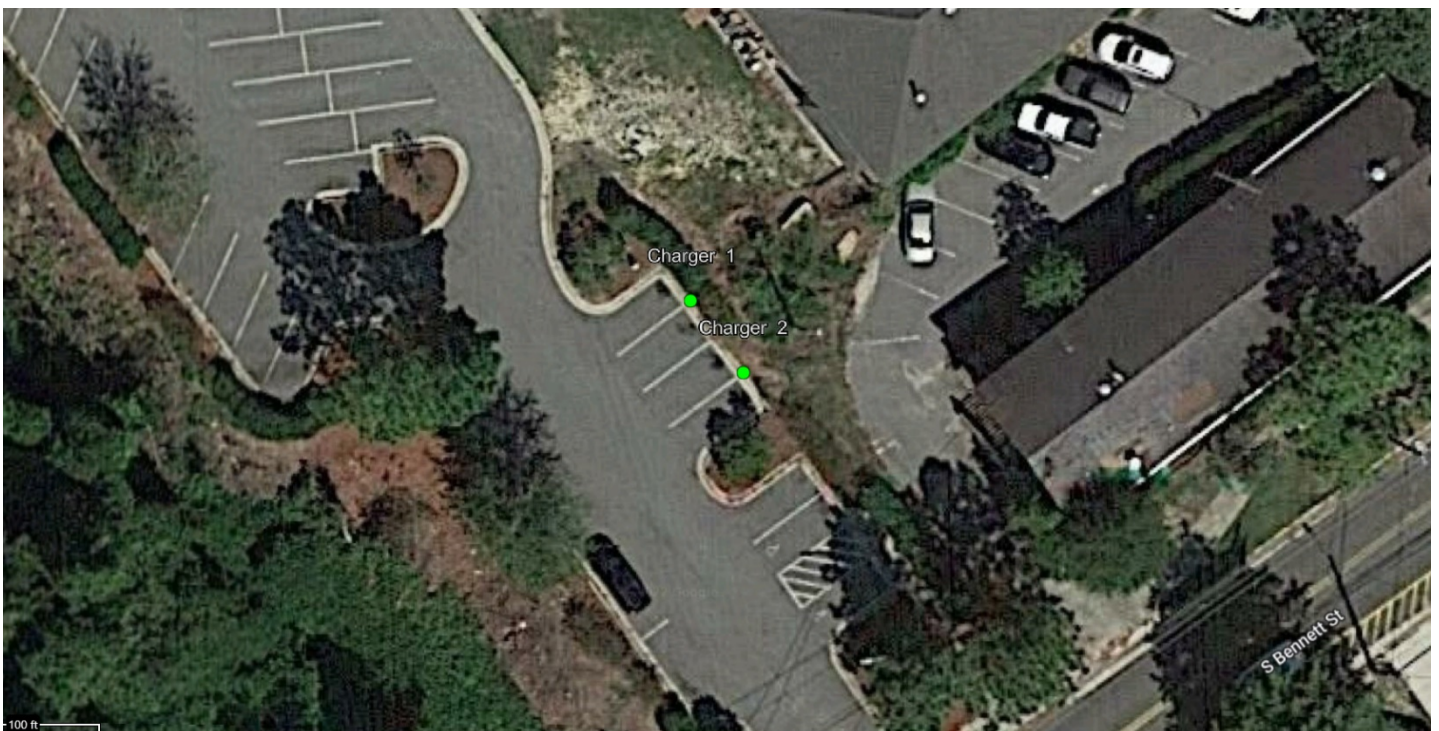
Elizabeth Robertson, Town Clerk

Exhibit A: Property Included in this Agreement

Four Parking Spots in the Town's Bennett St. Parking Lot

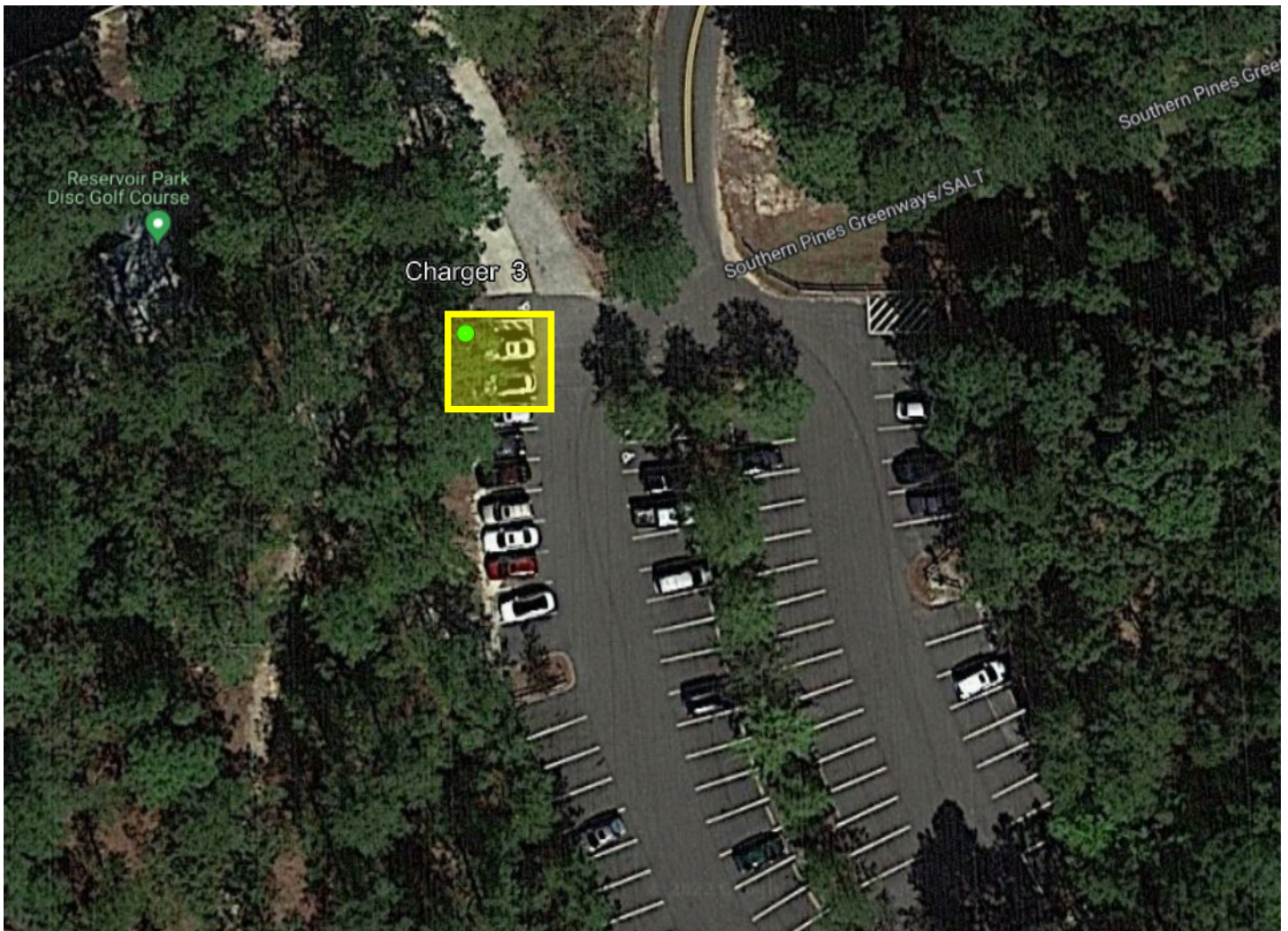


Overhead satellite imagery of Bennett St parking lot



EVSE will be installed IVO: N 35.1750273 W -79.3937795 & N 35.1749872 W -79.3937436. Each location will include 2 charging ports

2 Parking Spots in the Town's Reservoir Park Lot



EVSE located to support one disabled parking spot and one standard parking spot. EVSE will be installed IVO: N 35.2145032 W - 79.401017. Location will have 1 charging port

Exhibit B: Site Host Segment Type and Availability Requirements

Public Level 2 (Level Two 208v-240v single phase available for general public access)

List any limitations of public access to the station(s) - Indicate days and times of day station will be publicly available

The four parking spots in the parking lot adjoining Bennett Street are accessible to the public 24 hours a day, 365 days a year, unless there is a temporary closure for maintenance, construction, hazardous conditions, or similar.

The two parking spots in Reservoir Park are publicly accessible during all hours and days the park is open. The park closes overnight and operating hours at the time this Agreement was executed were from dawn to dusk. Reservoir Park and/or the parking lot may be temporarily closed for maintenance, construction, hazardous conditions, or similar.

PUBLIC NOTICE
LEASE OF TOWN PROPERTY

The Town Council of Southern Pines intends to enter a lease of the following Town-owned property: four parking spaces at the Bennett Street lot and two parking spaces in Reservoir Park for the purpose of installing electric vehicle charging infrastructure.

The Town intends to lease the property to Go Pines, LLC for a term of five years, subject to termination upon notice by either party. In consideration, Go Pines, LLC will pay the Town at an annual rate of \$1,800 (\$300 per space).

All persons interested in this lease are invited to attend the September 26, 2022 meeting of the Town Council. This meeting will be held at the Haney Community Room of the Southern Pines Police Station, 450 Pennsylvania Ave., Southern Pines, NC, at 3:00 p.m. At that time the Council intends to act on the lease for the property described above.

LEVEL 2 CHARGING POINTS FOR SOUTHERN PINES

Prepared for:
The Town of Southern
Pines

Introduction

Dear Mr. Parsons,

This proposal gives an overview of Go Pines' plan for the installation of electric vehicle charging points within the town of Southern Pines. This project will be in cooperation with the State and in support of the State of North Carolina Public Access Level 2 Zero-Emission Vehicle (ZEV) Charging Infrastructure Program. Included is the background data and description of the project that support this effort and provides my reasoning for undertaking this endeavor.

I will do my best to win your approval for this project as it helps meet the goals of Southern Pines, the State of North Carolina, and Go Pines LLC.

I sincerely thank you for your thoughtful consideration of this project and will be available to answer any questions you have and clarify anything within this proposal.

Sincerely,

Christopher Hopfensperger

Chris Hopfensperger

910-691-3383

Go Pines LLC



Project Outline

The mission of Go Pines LLC is to provide the infrastructure needed to encourage the widespread adoption of electric vehicles within Southern Pines.

There are a limited number of publicly accessible electric vehicle (EV) charging points within the town of Southern Pines. There are currently seven of them, three of them are owned by the Town, three are owned by car dealerships with limited access and the last being located at the National Athletic Village, for Tesla owners only. The cost of building the required infrastructure should not be left solely to local governments. The installation, operation, maintenance, and reporting of usage can amount to thousands of dollars a year. Through the State's initiative and public/private cooperation, I look forward to the ability to assist in building the required infrastructure to promote the widespread adoption of clean energy vehicles within our town.

1. Needs

There two primary concerns that holds people back from making the move away from internal combustion engines (ICE) and into electric vehicles. The first of which is the cost of the vehicles. The current average cost of a new fully electric vehicle as of January of this year is \$19,000 more than a comparable ICE vehicle. The cost gap is due to decrease over the next two years as more mainstream vehicle manufacturers switch to producing EVs. Over the next couple of years there will be over 41 different EVs on the market. The decrease in initial purchasing cost paired with the lower cost of maintenance and "fueling" will drive many more consumers to EVs. This will lead to an overnight demand for public charging points. The other limiting factor to moving towards EVs is referred to as "range anxiety." Range anxiety is the concern that owning an EV will limit where a person will be able to travel to, or the concern of running out of battery capacity before making it home to recharge. Providing a robust public charging infrastructure that offers charging at a low cost eliminates these fears, as the vehicle owners would be able to charge while they frequent their local shops and restaurants. Additionally, not every person can own a private charger. There are zero charging points at any of the apartment complexes within Southern Pines. To alleviate the range anxiety and lack of public charging options for those that cannot own a charging point is to ensure that through public/private partnerships we build this critical infrastructure in the areas that are frequented the most in our town.

- The International Energy Administration recommends ten vehicles per charging port. As of September 2021, North Carolina had one charging port per 14.33 EVs. This ratio will only continue to increase as more vehicle manufactures sell more affordable vehicles. During the last two quarters of 2020, EVs accounted for 10% of passenger car sales in the State, ranking 17th in the nation. (Cleanenergy.org)
- In North Carolina transportation was the cause of 42.5% of CO2 emissions (Cleanenergy.org)
- North Carolina ranks 37th in the nation for deploying EV charging points (Cleanenergy.org)

2. Benefits

There are multiple benefits to having charging points available to the public near businesses and public spaces:

- Shows residents and tourists that our Town is environmentally friendly and committed to going green. Our area has a large focus on a clean, welcoming outdoors already but there is still room for improvement.
- Increases customer satisfaction, allowing customers the ability to charge their EV while enjoying the downtown district and public parks and all that they have to offer.
- Enables travelers passing through on US Hwy 1 the ability to stop and charge their EV. The charging points within Southern Pines will be placed on many popular EV charging apps which would draw in new customers to the nearby shops and restaurants while they recharge.
- Helps meet the State's climate goals. State Executive Order 80 lays out specific goals and approaches that Go Pines LLC can help meet.
- Installing charging points under a public/private partnership removes all funding requirements and responsibilities from the municipality. This will free up capital for the town to spend on other projects to meet additional needs of the residents and additional climate goals.

3. Project Scope

Go Pines LLC would like the opportunity to work with the town of Southern Pines and the State to meet their clean energy and climate goals. We are requesting the approval to install 2 to 4, Level 2 publicly accessible charging ports (2-4 parking spaces) within the downtown district, Town parks and other public facilities. The chargers will be Enel X JuiceBox Pro 40s (attachment 1) mounted on the JuicePedestal (attachment 2) which are made in America and deliver up to 9.6 kW per hour which provides the current model 3 Tesla approximately forty-one additional miles of charge in an hour and over half of total charge capacity of the 2022 Chrysler Pacifica Plugin Hybrid mini-van . To eliminate any hazards or inconvenience to the public walking on the sidewalk we intend to install (upon approval) these charging points near the parking spaces on the edge of parking lots or next to the road without impeding the sidewalk (much like a parking meter). The design for this project would meet the requirements of the State of North Carolina Public Access Level 2 Zero-Emission Vehicle (ZEV) Charging Infrastructure Program. This program incorporates multiple requirements which includes a five-year commitment to operating the equipment, placement, marking and signage as well as network connectivity. All requirements set by the State's program will be adhered to, for example, the allotted parking spaces will be clearly identified as EV charging, as well as the required signage to include "electric vehicle charging only" and "this project made possible in partnership with the State of North Carolina". Additionally, the equipment will be networked and connected to the Enel X management system, JuiceNet Enterprise, where the usage data will be compiled and sent to the State on an annual basis, as well as the Town if requested. The installation process will include installing electric meters, running electrical cables, creating a concrete surface to mount the charging points and the mounting of the systems. All the work will be conducted by local, licensed, and insured businesses. I look forward to further conversations to discuss any details or answer any questions you may have.

Action	Proposed Timeline
Proposal Due to the State	2 May 2022
Confirmation of sponsorship from the State	1 June 2022
Order supplies/permits and coordinate for installation	2 June-15 July 2022
Begin installation	15 July 2022
Installation complete	1 August 2022
Order and receive inspections	2-15 August 2022
Charging points operational and in use	1 September 2022

Attachment 1

JUICEBOX® Pro 40

Commercial Charging Stations

Optimize your smart grid EV charging with the best-selling JuiceBox Pro 40

JuiceBox is a Level 2 charging station with all the safety and charging features that cost-conscious businesses and organizations need to maximize their EVSE investments.

Powered by the JuiceNet® software platform, JuiceBox offers direct administrator control and smart grid optimization. It offers your customers, employees, and tenants access to best-in-class smart charging solutions and helps you:

- Optimize energy costs by controlling charging times and demand charges
- Conveniently monetize your EV charging
- Increase grid reliability and support EV adoption
- Enhance driver satisfaction and reach sustainability goals



Why JuiceBox?

Powered by JuiceNet

Intuitive mobile app for drivers and powerful online dashboard for system administrators

Smart Grid Connected

Optimize charging times and aggregate stations to reduce energy costs

Great Performance & Value

Best-in-class smart charging station at an affordable price

Universal Compatibility

SAE-J1772™ compliance ensures compatibility with all EVs*

Access Control & Payment

With JuiceNet Enterprise software, allow registered drivers to access charging stations via mobile device and pay to charge with the mobile app

Compact & Easy to Use

Small enclosure, weatherproof for indoor/outdoor installation, LED charging status indicators

*Tesla requires adapter

JuiceBox® Pro 40 Specifications

Electrical Characteristics

- › Safety Rated: 40A Max
- › Single phase input: nominal voltage 208-240 VAC ~60 Hz
- › Power: 8.3 kW at 208 VAC; 9.6 kW at 240 VAC

Input Cable & Plug

- › 2 ft/0.6 m with NEMA 14-50 or 6-50 plug
- › 2.5 ft/0.8 m hardwire pigtail

Output Cable & Connector

- › 25 ft/7.6 m cable
- › J1772 standard compliant

JuiceNet® Smart Charging Platform

- › Precision measurement of power, energy, voltage & current
- › Web-based portal: set payment rates and charging hours; monitor charging status and consumption data for individual or groups of devices; control station access; manage EV load
- › Driver app to monitor and pay for charging (iOS & Android)
- › Refer to the JuiceNet Business and JuiceNet Enterprise data sheets for more on the capabilities of each dashboard

Connectivity & Authentication

- › WiFi-enabled: 802.11 b/g/n 2.4 GHz
- › Integrated Cellular: LTE (optional)
- › JuiceRouter: Connect up to 16 chargers with WiFi-to-LTE router (optional)
- › RFID enabled and QR Code authenticated with JuicePass Enterprise Mobile App

Firmware

- › End-to-end AES-256-based encrypted protocols
- › 90-day, 15-minute interval data storage
- › Over-the-air (OTA) upgradeable firmware
- › Persistent data storage upon power interruption

Enclosure

- › Dynamic LED lights show charging status: network connectivity, charging in progress, delayed charging, standby, charge complete/EV not drawing power
- › IP66: Weatherproof, dust-tight, polycarbonate enclosure
- › IK10: Resistant polycarbonate case
- › Quick-release wall mounting bracket included
- › Built-in security lock and integrated cable management
- › Operating Temperature: -40°F to 140°F (-40°C to 60°C)

Weight & Dimensions

- › Main enclosure: H: 18.5 in/469 mm x W: 6.8 in/173 mm x D: 5.8 in/147 mm
- › 15 lbs/6.8 kg

Codes & Standards

- › FCC Part 15 Class B, NEC 625 compliant, ENERGY STAR®
- › OCPP 1.6J and Open ADR2.0b compliant
- › ISO 15118 support (optional)

Safety

- › UL and cUL Listed

Warranty

- › 3-year limited parts warranty for commercial use. 2-year warranty extension available

Made in North America

- › From domestic & imported parts



Attachment 2

JUICEPEDESTAL™

Commercial Charging Station

An all-purpose charging station with flexible payment options and configurations

JuicePedestal offers best-in-class smart charging for businesses, municipalities, property owners and fleet managers that want to offer EV charging to their employees, customers and tenants. UL Certified with universal EV compatibility, JuicePedestal is an all-purpose commercial charging station for EV drivers. Affordably priced, JuicePedestal offers flexible charging port configurations and multiple payment options.

- Allows multiple user authentication methods
- Enables open network and flexible payment option¹
- Connects to the internet via cellular or Wi-Fi
- Optimizes energy costs by managing charging times and avoiding demand charges with our JuiceNet® smart charging platform
- Keeps charging stations organized and easily accessible with a retractable cable management system
- Ships fully-assembled with two JuiceBox Pro charging stations to reduce installation costs



Why JuicePedestal?

Versatile Power Options

Choose between a 32 amp, 40 amp, 48 amp and 80 amp² output to charge electric vehicles quickly and easily

Flexible Payment

Allow drivers to access and pay via mobile device or optional credit card terminal

Universal Compatibility

SAE-J1772™ Compliance ensures compatibility with all EVs

Easy Cable Management

Turnkey solution with built-in cable management for plug and play deployment

Industrial Design

Designed for durability in all-weather conditions

Smart Charging Platform

JuiceNet smart charging platform offers a web-based portal to monitor usage and configure charging settings

¹Open network and flexible payment options will be available soon

²The power option for 80 amp will be available soon

JuicePedestal Specifications

Robust, Convenient Mounting Solution	› Ships fully assembled with two JuiceBox Pro chargers
	› Easy, quick installation: ground-mounted with 4 bolts, concrete pad recommended
	› Cable management: retractable weight pulley cables system
Weight & Dimensions	› Height: 74 in/188 cm
	› Width: 19.88 in/50.50 cm by 8.00 in /20.32 cm deep
	› Weight: 175 lbs/79.38 kg (without charging units- add 15-17 lbs/6.80-7.71 kg per JuiceBox)
Safety and certifications	› UL, cUL and ENERGY STAR® compliant
Warranty	› 3-year limited warranty, optional 2 additional years
Made in North America	› From domestic & imported parts

JuiceBox Pro Charging Stations

Electrical Characteristics	› Choose between three power configurations: 32A, 7.7 kW; 40A, 9.6 kW; 48A, 11.2kW; and 80A ³ , 19.2 kW
	› Single phase input: nominal voltage 208-240 VAC ~60 Hz
Input Cables	› Internal junction box for two circuits to power chargers
Output Cable & Connector	› 20 ft/6.1m cables, each rated 240VAC with a J1772 Plug
JuiceNet® Smart Charging Platform	› Precision measurement of power, energy, voltage & current
	› Web-based portal: set payment rates and charging hours; monitor charging status and consumption data for individual or groups of devices; control station access; manage EV load
	› Driver app to monitor and pay for charging (iOS & Android)
	› Refer to the JuiceNet Business and JuiceNet Enterprise datasheets for more on the capabilities of each dashboard
Connectivity & Authentication	› WiFi: 802.11 b/g/n 2.4 GHz
	› JuiceRouter: Connect up to 16 chargers with WiFi with an LTE Router (optional)
	› Integrated Cellular: LTE (optional via JuiceBox charging stations)
	› RFID authentication enabled and QR Code payment option
Firmware	› End-to-end AES-256-based encrypted protocols
	› 90-day, 15-minute interval data storage
	› Persistent data storage upon power interruption
	› Over-the-air (OTA) upgradeable firmware
Enclosure	› Dynamic LED lights show charging status: network connectivity, charging in progress, delaying charging, standby, charge complete/EV not drawing power
	› IP66 Weatherproof, dust-tight, polycarbonate enclosure
	› IK10: resistant polycarbonate case
	› Quick-release wall mounting bracket included
	› Built-in security lock and integrated cable management
	› Operating Temperature: -40°F to 140°F (-40°C to 60°C) / -4°F to 140°F (-20°C to 50°C) with UPT
Codes & Standards	› FCC Part 15 Class B, NEC 625 compliant, ENERGY STAR®
	› OCPP 1.6J and OpenADR 2.0b compliant

Refer to the JuiceBox Pro 32, 40, 48 and 80 datasheets for more information.

³The power option for 80 amp will be available soon



JuicePedestal Configurations

	JuicePedestal	JuicePedestal with Router	JuicePedestal with Universal Payment Terminal (UPT)	JuicePedestal with LTE
Assembly Options	Fully assembled with 2 wifi-enabled JuiceBoxes Choice of 4 power variants	Fully assembled with 2 wifi-enabled JuiceBoxes and a JuiceRouter Choice of 4 power variants	Fully assembled with 2 wifi-enabled JuiceBoxes and a UPT Choice of 4 power variants	Fully assembled with 2 LTE-enabled JuiceBoxes Choice of 4 power variants
Network (Provider varies by geography)	Installation site Wi-Fi Network	LTE - Wi-Fi Network enabled Router data plan required – ordered separately*	LTE - Network enabled UPT Data plan required – ordered separately*	LTE data plan required – ordered separately
Connectivity	Cloud connection via customers' Wi-Fi network	Cloud connection via LTE Serves as a Wi-Fi access point for up to 7 JuicePedestal	Cloud connection via LTE	Cloud connection via LTE
Authentication and Payment	QR Code and RFiD, optional upgrade to UPT If upgraded with UPT, WiFi connectivity is no longer required	QR Code and RFiD, optional upgrade to UPT If upgraded to UPT, Router will be dismantled (connected stations will lose connectivity)	Credit Card Reader, QR Code and RFiD	QR Code and RFiD, optional upgrade to UPT If upgraded, LTE data plan will not be required and replaced by UPT data plan
Management Software	JuiceNet Business or JuiceNet Enterprise**	JuiceNet Enterprise**	JuiceNet Enterprise**	JuiceNet Enterprise**

*LTE data plan required – ordered separately

**Annual Subscription per device

JUICEBOX and JUICENET are registered trademarks of Enel X North America, an Enel Group company. Other product and company names mentioned herein may be trademarks or trade names of their respective owners.

NORTH CAROLINA

LEASE AGREEMENT

MOORE COUNTY

THIS LEASE is made this 1st day of November, 2019, by and between WELCOME TO SOUTHERN PINES, INC., referred to as "lessee" and the TOWN OF SOUTHERN PINES, referred to as "Lessor."

1. Lessor leases to Lessee for Lessee's sole and exclusive use those portions of the premises known as the Southern Pines Train Station, located at or about Broad Street and New Hampshire Avenue, Southern Pines, North Carolina, consisting of the northern-most room within the structure in addition to the space commonly referred to as "the Station Masters Office." In addition, Lessee and Lessor and other occupants and invitees may use in common with others, those portions of the building reasonably necessary for access to or use of those portions of the building, the use of which each is otherwise entitled.\

2. Lessee leases and accepts the premises on an "as is" basis on the 1st day of November, 2019, at which time the premises are deemed ready for occupancy as contemplated by this agreement.

3. The term of this lease commences on the 1st day of November 2019, and runs for a period of one (1) year and, except as provided in Item 16, shall be automatically renewed for two (2) additional one-year terms unless either party provides ninety (90) days' **written** notice of termination, **which either party may give at any time.**

4. Lessor agrees to lease the premises during the term of this lease at no charge for the purpose of Lessee regularly operating a Welcome Center and Cultural History Museum. Any sublet of the property for other than temporary purposes per Item 14 will result in a review of the monetary terms of this lease by the Town Council at such time that the sublease is considered for approval.

5. Lessee agrees to provide all services enumerated in **Section A** of the Scope of Services agreed upon between Lessor and Amtrak as part of a Caretaker Agreement and outlined in the proposal document attached hereto as Exhibit A.

6. In exchange for provision of these services, and only during such time that a Caretaker arrangement is in effect between Lessor and Amtrak, Lessor shall provide \$300 of the \$900/mo. Amtrak payment to Lessee, payable within fifteen days of receipt of full payment from Amtrak to Lessor.

7. Lessee shall be responsible for all expenses for telephone, utilities, or supplies for the leased premises with the exception of water and sewer services, which will be supplied by the Lessor.

8. Lessee shall provide and pay for any expenses for improvements, repair or maintenance of the interior of the leased premises during the period of the lease including the expense of replacing/repairing any broken windows. Lessor will provide maintenance and repair to the exterior of the building, as well as general maintenance and repair to the HVAC system.

9. Lessor will provide maintenance and upkeep of the grounds adjacent to the leased premises in a manner consistent with that practiced during the period prior to this lease and shall, upon reasonable notice, provide such maintenance and upkeep prior to any event scheduled for the leased premises, if reasonably needed.

10. Signs may be used or installed only with the express permission of Lessor, but

permission shall be deemed to have been given for signs already installed. Exterior signs must conform to all current ordinances.

11. Lessee shall not modify or make improvements to the premises, other than minor repairs, without the consent of the Lessor, which consent shall not be unreasonably withheld. It is agreed that all repairs, modifications, additions, or improvements shall be and become a permanent part of the real estate and, as such, the property of the Lessor.

12. Lessee, throughout the period of its occupancy shall cause the premises to be cleaned with sufficient frequency and in a manner sufficient to maintain the premises in a state of cleanliness consistent with reasonable standards for offices and public areas.

13. The leased premises during the term of this lease shall be used exclusively for a **Welcome Center and Cultural History Museum**, though it may serve as host space to temporary events subject to the limits outlined in Item 14.

14. Lessee covenants and agrees that it will carry, during the term of this lease, liability insurance to protect Lessor for the liability that may arise from this lease, up to \$1,000,000, and pay the premium as protection against any damage that might be legally imposed upon Lessor. In addition, Lessee shall keep such personal property as it may have on the premises adequately insured and agrees to hold harmless the Lessor for any damages that might occur to Lessee's Property while on the premises during the term of this lease. The policy shall list the Town as an additional insured.

15. Should the buildings upon the leased premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this lease shall thereupon terminate.

16. Lessee may not assign this lease, but may sublet any part of the premises subject to the written consent of Lessor. Lessee may allow temporary use of the leased premises for other purposes, with and only with, the Lessor's Director of Public Services or designee's prior approval. Temporary use shall be defined as leasing the space on an hourly basis for no more

than three (3) consecutive days, not more than twice to the same individual/group in any given calendar year.

17. Lessee on termination of this lease may remove all fixtures installed at Lessee's expense so long as they may be and are removed without damage to the premises. All expenses of such removal, including the return to original state at time of initial lease any portion of premises damaged as a result of installation/removal of said fixture(s), shall be paid by Lessee and same shall be completed by the time this Lease terminates.

18. If any obligation of Lessee under this lease remains unsatisfied for ten (10) days after notice by Lessor to Lessee, Lessor may, at its option, declare this lease terminated and canceled, and take possession of said premises. In addition, either party may, without cause, terminate the lease 90 days after providing written notice to the other of its intent to do so.

19. Effective November 1st, 2019, this lease supercedes any and all previous leases between the parties.

20. This Lease Agreement constitutes the entire understanding between the parties and shall not be modified except in writing signed by the parties. This lease is binding on the parties hereto, their heirs, and permitted assigns.

21. The designation Lessor and Lessee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

22. All Written Notices referenced under the language of this lease shall be made to:

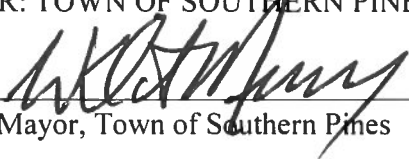
Lessor:
Town of Southern Pines
Town Manager
125 SE Broad Street
Southern Pines, NC 28387

Lessee:
Welcome To Southern Pines Inc.
c/o Suzanne Coleman, President
PO Box 202
Southern Pines, NC 28388

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease agreement in duplicate.

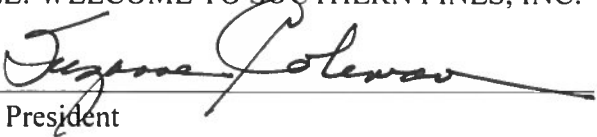
LESSOR: TOWN OF SOUTHERN PINES

By: _____


Mayor, Town of Southern Pines

LESSEE: WELCOME TO SOUTHERN PINES, INC.

By: _____


President



TOWN OF SOUTHERN PINES AMTRAK CARETAKER PROPOSAL -UNSTAFFED STATION

SCOPE OF SERVICE

A. Caretaker Customer Service Duties - Assisting passengers and prospective passengers with:

- Local Information and travel questions
- Train schedules and train reservations
- Kiosk operation
- Amtrak website
- Opening and/or closing station waiting room for passengers during train arrival / departure hours

B. Caretaker Building Maintenance Duties for Passenger Waiting Room and Two (2) Restrooms

Daily Janitorial services include:

- Sweeping and mopping floors
- Dusting and removing trash
- Cleaning entry door window and ticket agent windows, water fountains and kiosk
- Cleaning sinks, toilets, urinals, floors
- Wiping down surfaces: mirrors, stalls, soap dispensers, hand dryers, interior/exterior door handles
- Re-stocking restroom supplies (toilet paper / soap) as needed

Quarterly Janitorial Services include:

- Washing windows

Twice Yearly Janitorial Services:

- Waxing Floors

C. Other Requirements

- Contractor shall fax invoices with corresponding purchase order numbers to the Amtrak billing contact;
- Contractor shall provide at his/her own risk/cost all supervision, labor, tools, equipment, material, transportation, insurance and all other items required to provide the stated services/materials;
- Contractor shall be responsible for the safety of its employees and security of its tools and equipment;
- Contractor shall perform any services provided/requested under this contract in a manner that shall not interfere with the daily operations of Amtrak;
- Contractor shall have the right to subcontract out any duties it deems appropriate.

D. Fee **\$900/month** - The proposed fee is based on competitive estimates secured for comparable customer service assistance and custodial duties:

- **Customer Assistance** – In keeping with Amtrak's ambitious 2019 "Customer Now" program, we are proposing to subcontract out the customer assistance component to our volunteer Welcome Center staff at a rate of \$10/day. Welcome Center volunteers are on site five (5) days a week and greet 300-600 visitors per month, depending on the season, and are in the unique position to provide assistance to current and prospective Amtrak passengers;
- **Custodial** - The lowest custodial estimate was \$30/cleaning/day and did not include the responsibility for locking/unlocking the passenger waiting room. We are proposing \$20/cleaning/day (approx. \$600/month).

AMTRAK "CUSTOMER NOW" PROGRAM – *"it's not just about physical upgrades. It's about customer service. We call this initiative 'Customer Now' because it is about seeing our stations as our customers do and making improvements to accommodate our rising ridership," said Amtrak President & CEO Richard Anderson. "We also want all of our stations to be welcoming to all of our customers."*



Purchase Order No. 2500178088

PO Version Number: 1
 Purchase Order Type: Services PO
 Internal Version: false
 Issued on Fri, 11 Oct, 2019
 Created on Fri, 11 Oct, 2019 by Dominic Boyle

Supplier:

TOWN OF SOUTHERN PINES
 125 SE BROAD ST
 SOUTHERN PINES, NC 28387
 United States
 Phone: 1910-692-7021
 Email:
 Vendor ID: 0004061042
 Contact: REAGAN PARSONS

Ship To:

AMTRAK RALEIGH
 510 W MARTIN ST. SUITE 130
 RALEIGH, NC 27603
 United States
 Ship To Code: X567

Deliver To:

Amtrak Raleigh Union Station
 510 W. Martin St.
 STE 130
 Raleigh, NC 27603

Bill To:

Amtrak Accounts Payable
 Post Office Box 8518
 Philadelphia, PA 19104
 United States

GL Account:

General Ledger Name: JANITORIAL SERVICES & EXPENSES
 ID: 0000508189

Cost Center:

Cost Center Name: UNS STAS-RALEIGH
 ID: 0000002588

Project/WBS:

Description: SOUTHERN PINES (SOP)
 ID: L441590821000000000

Internal Order:

Description: STA SVCS-STATION OPERATIONS
 ID: 000000001271

Payment Terms:

Net Term(Days): 0

Other Information:

Buyer Name: Dominic Boyle
 Buyer Phone: 215-349-2638
 Buyer Fax:
 Buyer Email: Dominic.Boyle@amtrak.com
 Freight Terms: FOB
 Freight Terms (Details): 001 FOR ROUTING INSTRUCTIONS CALL 215-349-1562
 Authorized By: Dominic Boyle
 Line Item Count: 1

Dominic V. Boyle

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Create PO for new caretaker Town of Southern ...		each	10,800	Thu, 31 Oct, 2019	\$1.00 USD	\$10,800.00 USD
	Create PO for new caretaker Town of Southern Pines for SOP station - Requesting one year at \$900/month with 2 one year options						
	Issued in accordance with your Caretaker Proposal and the terms and conditions under this Services Contract, for a total not-to-exceed amount of \$10,800.						
	Period of Performance: 1 year with (2) one yr. options						
	Terms and Conditions are as per Amtrak's NRPC Form 69, 8 pages dated 02/13/2019						
	Prior to any work starting onsite, please be sure to address the following:						
	- Contractor must provide a Certificate of Insurance in accordance with the limits of liability under Section 39 INSURANCE of NRPC Form #69. National Railroad Passenger Corporation is to be named as an additional insured, please reference the PO number on the certification and email directly to William Wyandt. - All employees are required to successfully complete the Amtrak Contractor Safety Training Course, found at www.amtrakcontractor.com.						
	Amtrak Point of Contact / Send Invoices to: William Wyandt						

10/11/2019

Order 2500178088

Phone: 919-838-3330

Email: William.Wyandt@amtrak.com (Dominic Boyle, Fri, 11 Oct, 2019)

Requester: Dominic Boyle

PR No.: AR2001064129

Total	\$10,800.00 USD
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Comments

Terms and Conditions

UNLESS PROVIDED OTHERWISE IN THIS PURCHASE ORDER, THIS ORDER IS SUBJECT TO THE TERMS OF NRPC FORM #69 DATED 05/01/2018, AMTRAK'S SUPPLEMENTARY GENERAL PROVISIONS FOR NON-CONSTRUCTION CONTRACTS DATED 06/09/2017, AND SUCH OTHER TERMS OR DOCUMENTS AS MAY BE REFERENCED HEREIN.

TAXES EFFECTIVE OCTOBER 1, 1981, PUBLIC LAW 97-257 EXEMPTS AMTRAK FROM ALL STATE AND LOCAL TAXES OR FEES. THERE- FORE, NO STATE OR LOCAL TAXES OR FEES ARE TO BE INCLUDED ON BILLINGS TO AMTRAK.

TOTAL FIXED PRICE FOR THIS ORDER NOT SUBJECT TO ESCALATION

Work Session Agenda Item

To: Reagan Parsons, Town Manager

From: BJ Grieve, Planning Director

Subject: Request from Mr. Blake Webb for discussion with Town Council regarding development concept for property at 164 S. Bennett St.

Date: August 22, 2022

I. SUMMARY:

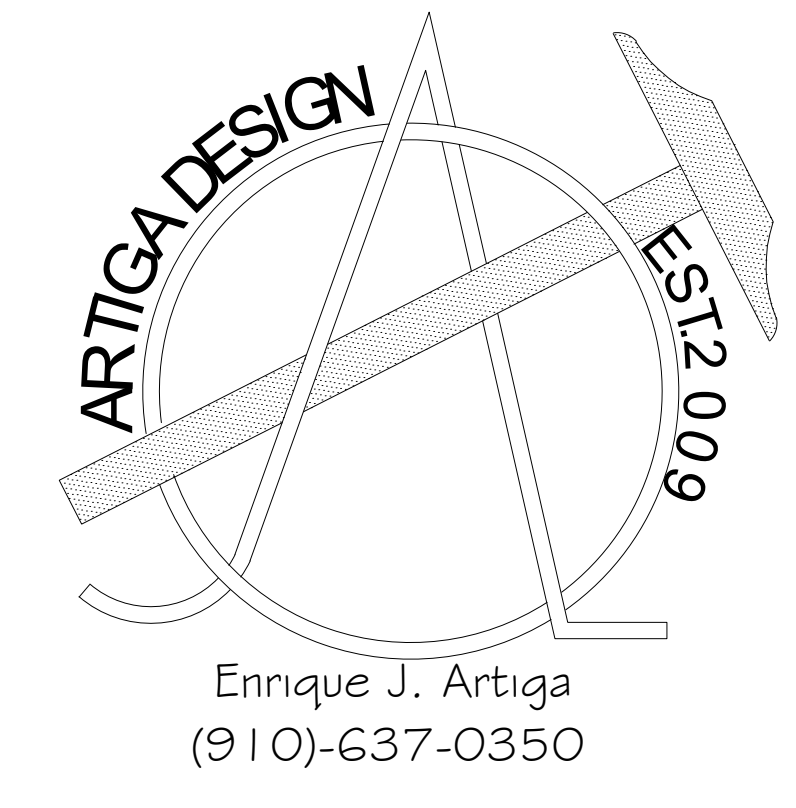
Mr. Blake Webb of Capital Commercial, LLC and Carolina Commercial Property Management, LLC wishes to discuss a development concept for vacant property located at 164 S. Bennett St. The subject property is located diagonally across from Southern Pines Growler, adjacent to the town parking lot off Bennett St. Mr. Webb wishes to discuss the feasibility of developing a four-story, mixed-use building with up to fifty (50) upper-level apartments and up to six (6) ground level commercial land uses. Mr. Webb has been informed that the subject property is zoned CB-Central Business and is also zoned with the DTO-Downtown Overlay and the WPO-Watershed Protection Overlay and that the development would not be allowed under the current zoning because of the recent amendment to UDO §3.7.1(F) requiring a Planned Development for all multi-family development of ten (10) or more dwelling units.

Planning staff is simply forwarding the attached designs at the request of Mr. Webb. The proposed development concept has not been reviewed by the Technical Review Committee (TRC).

II. TOWN COUNCIL ACTION:

Mr. Webb has requested time with the Town Council at a Work Session to discuss a development concept. It is unclear at this time what action, if any, Mr. Webb is seeking from Town Council.

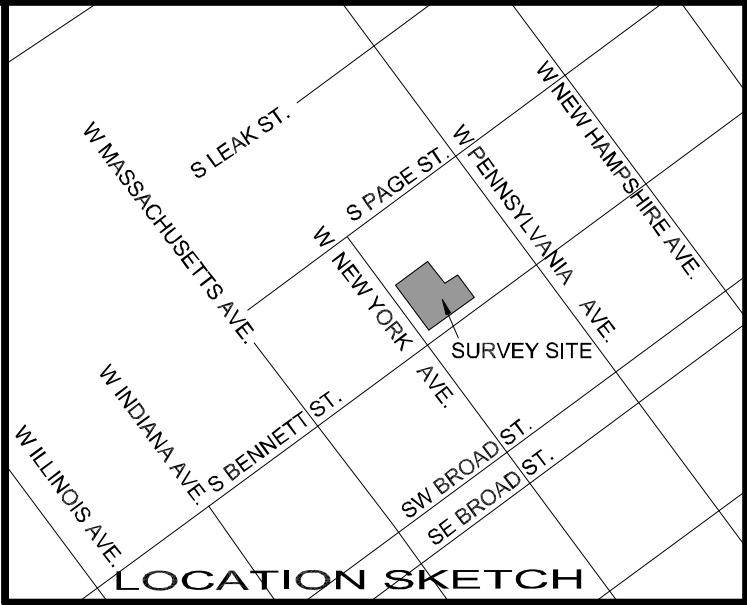
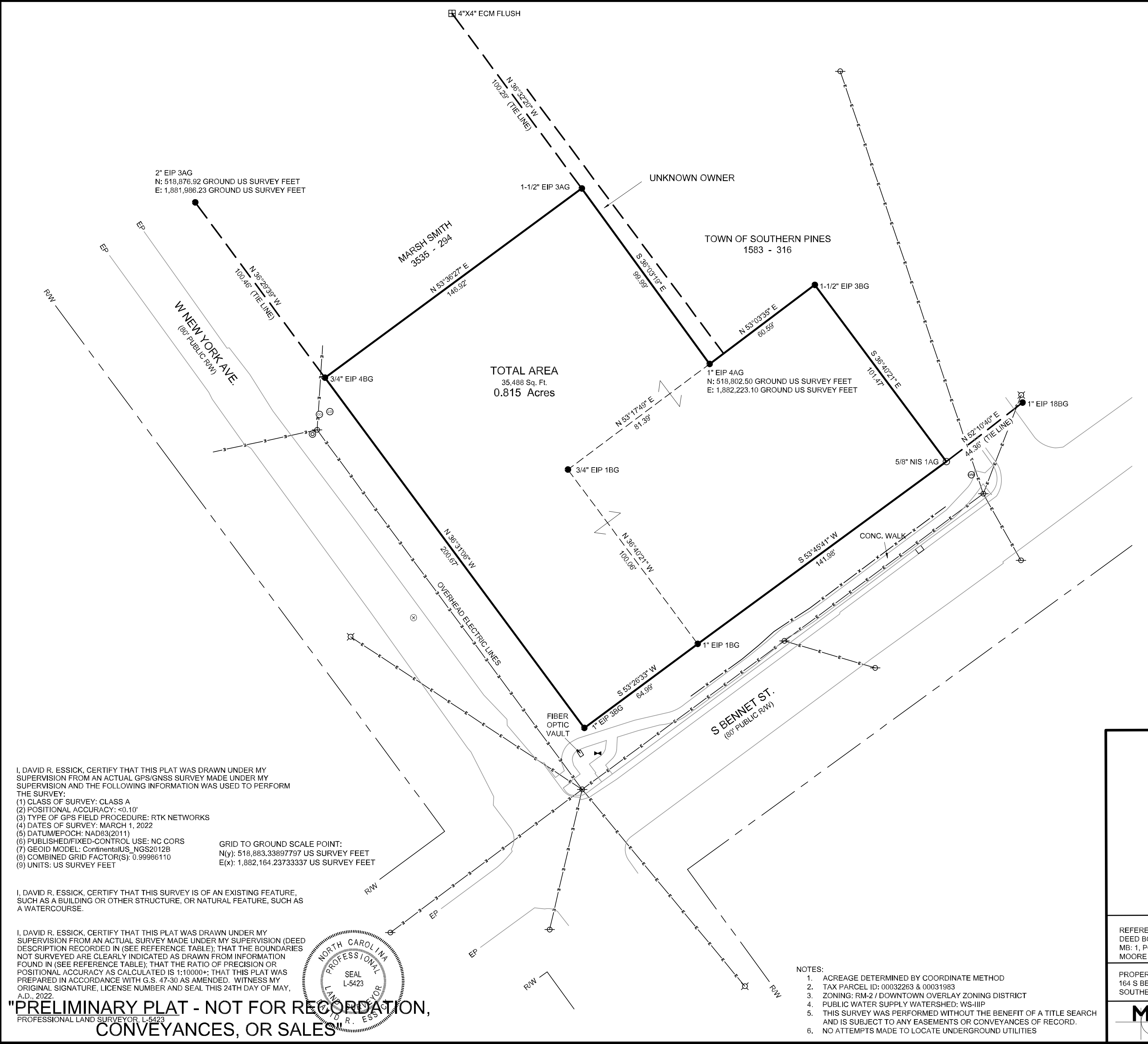
164 S. Bennett St.



Narrative:
We are proposing to develop the property affectionately called the “Kudzu Hole” on Bennett St between New York and Pennsylvania, diagonally across from the Growler building. We believe the best use, one that is in keeping with the Town’s architecture and is economically viable, is a 4-story building including some street retail on the ground floor facing Bennett St. The building type would be multifamily which is consistent with the Town’s Master Plan, with a unit count not to exceed fifty homes plus six retail stores on the ground.
Building will be veneered in brick, offer a main pedestrian access off Bennett and provide for parking mostly onsite at rear. An draft elevation is attached which will better describe what the building would look like. The building is attractive and enhances the quality image of the Town while respecting its history.
We are aware of the sensitive nature of construction in S. Pines, but bring this forth because we believe this is a good use for this property. It compares favorable with the Belvedere and Growler as far as size and traffic impact are concerned, supports Town retail, office and lodging business, minimizes traffic to the Town by bringing sleeping quarters into Town and provides for parking for them that will alleviate parking needs. Many Town planners are advocating some type of vertical density to both prevent urban sprawl and maintain open space.

60 PARKING SPOTS IN PROPERTY
29 PARKING SPOTS STREET PARKING
89 TOTAL PARKING SPOTS





LEGEND OF SYMBOLS AND ABBREVIATIONS	
SSMH	SANITARY SEWER MANHOLE
WM	WATER METER
SSMH	SANITARY SEWER MANHOLE
CP	COMPUTED POINT
ECM	EXISTING CONCRETE MONUMENT
EA	EXISTING AXLE
EIP	EXISTING IRON PIPE
EIR	EXISTING IRON ROD
NIR	NEW IRON ROD
WV	WATER VALVE
FH	FIRE HYDRANT
MW	MONITORING WELL
UP	UTILITY POLE
LP	LIGHT POLE
TPED	TELEPHONE PEDESTAL
—	SURVEYED PROPERTY BOUNDARY
—	OTHER SURVEYED LINE
---	LINE NOT SURVEYED
- - -	RIGHT-OF-WAY
- - -	OVERHEAD ELECTRIC LINES
- - -	FENCE
- - -	SANITARY SEWER LINES
- - -	FENCE
- - -	OLD LOT LINES

I, DAVID R. ESSICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS/GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: CLASS A
- (2) POSITIONAL ACCURACY: <0.10'
- (3) TYPE OF GPS FIELD PROCEDURE: RTK NETWORKS
- (4) DATES OF SURVEY: MARCH 1, 2022
- (5) DATUM/EPOCH: NAD83(2011)
- (6) PUBLISHED/FIXED-CONTROL USE: NC CORS
- (7) GEOD MODEL: ContinentalUS_NGS2012B
- (8) COMBINED GRID FACTOR(S): 0.99986110
- (9) UNITS: US SURVEY FEET

GRID TO GROUND SCALE POINT:
N(y): 518,883.33897797 US SURVEY FEET
E(x): 1,882,164.23733337 US SURVEY FEET

I, DAVID R. ESSICK, CERTIFY THAT THIS SURVEY IS OF AN EXISTING FEATURE, SUCH AS A BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE.

I, DAVID R. ESSICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN (SEE REFERENCE TABLE); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN (SEE REFERENCE TABLE); THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 24TH DAY OF MAY, A.D., 2022.



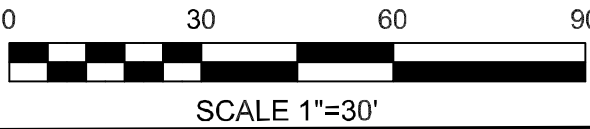
"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

- NOTES:
1. ACREAGE DETERMINED BY COORDINATE METHOD
 2. TAX PARCEL ID: 00032263 & 00031983
 3. ZONING: RM-2 / DOWNTOWN OVERLAY ZONING DISTRICT
 4. PUBLIC WATER SUPPLY WATERSHED: WS-IIIP
 5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO ANY EASEMENTS OR CONVEYANCES OF RECORD.
 6. NO ATTEMPTS MADE TO LOCATE UNDERGROUND UTILITIES

RECOMBINATION SURVEY FOR:
COLIN WEBSTER

MAY 24, 2022

TOWN OF SOUTHERN PINES
MCNEILL TOWNSHIP
MOORE COUNTY, NORTH CAROLINA



REFERENCE TABLE:
DEED BOOK 5249, PAGE 45
MB: 1, PG: 70, SECTION 2
MOORE COUNTY REGISTRY

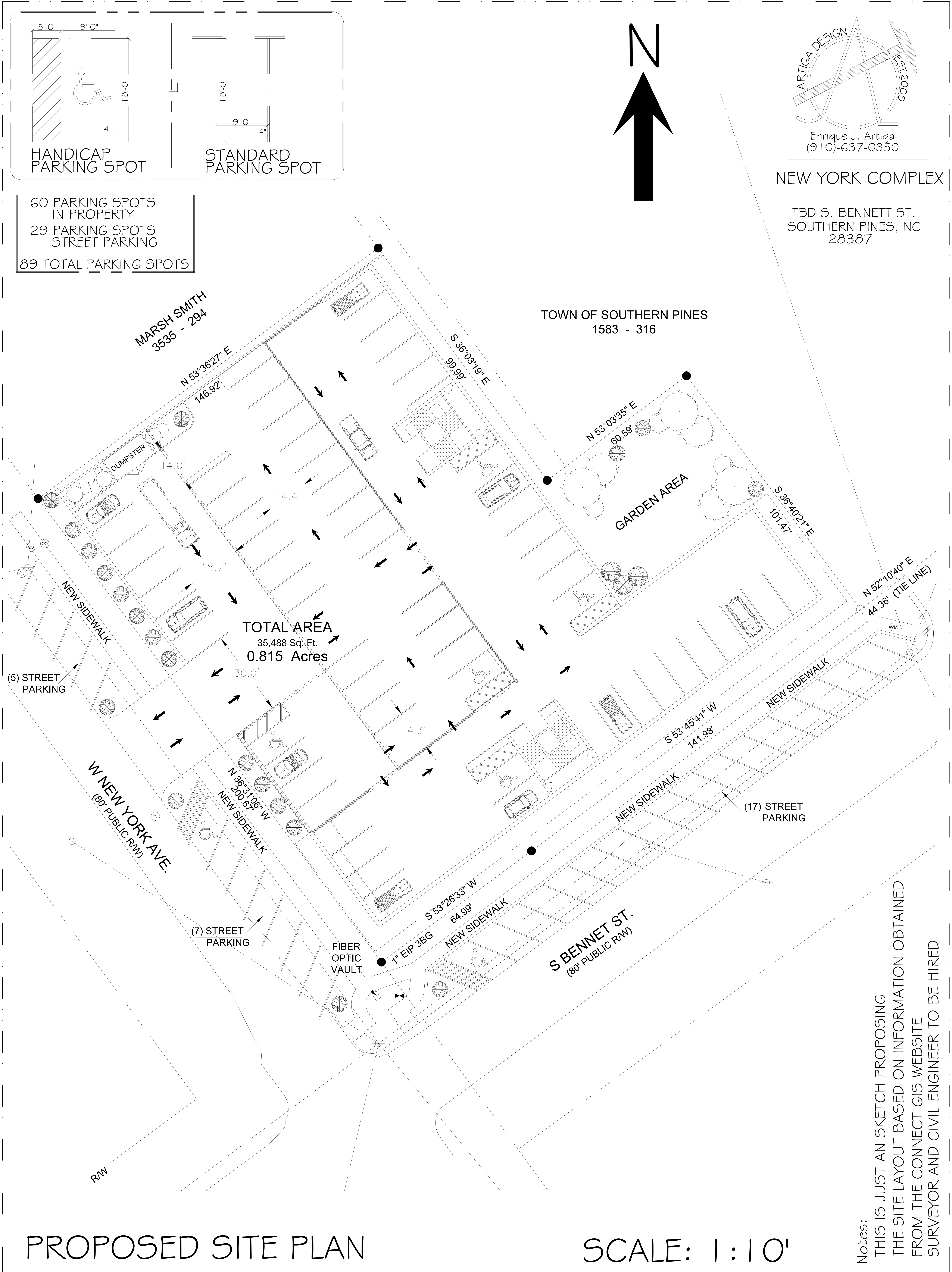
PROPERTY ADDRESS:
164 S BENNETT ST.
SOUTHERN PINES, NC 28387

OWNER'S ADDRESS:
THE COTTAGES AT LEGACY LAKES LLC.
1015 ASHES ST.
WILMINGTON, NC 28405

MATTHEWS
LAND SURVEYING & MAPPING
FIRM LICENSE: P-1343

10 COURTHOUSE SQUARE
CARTHAGE, NC 28327
910-947-2671

JOB#: 11171



HANDICAP
PARKING SPOT

STANDARD
PARKING SPOT

60 PARKING SPOTS
IN PROPERTY
29 PARKING SPOTS
STREET PARKING
89 TOTAL PARKING SPOTS

ARTIGA DESIGN
Enrique J. Artiga
(910)-637-0350

NEW YORK COMPLEX

TBD S. BENNETT ST.
SOUTHERN PINES, NC
28387

TOWN OF SOUTHERN PINES
1583 - 316

TOTAL AREA
35,488 Sq. Ft.
0.815 Acres

S BENNETT ST.
(80' PUBLIC R/W)

W NEW YORK AVE.
(80' PUBLIC R/W)

PROPOSED SITE PLAN

SCALE: 1:10'

Notes:
THIS IS JUST AN SKETCH PROPOSING
THE SITE LAYOUT BASED ON INFORMATION OBTAINED
FROM THE CONNECT GIS WEBSITE
SURVEYOR AND CIVIL ENGINEER TO BE HIRED

MEMO

TO: Town Council
FROM: Reagan
Date: 08-19-2021

RE: Work Session 08 22 2022

Two items on the Discussion portion of the Agenda Monday represent follow-up to the correspondence authored by the West Southern Pines Connectors dated July 15, 2022.

The first involves a request to designate a School Zone along the newer portion of Carlisle Street in front of the Southern Pines Elementary. The authority to create such a designation is derived from **North Carolina General Statute 20-141.1** which reads (highlights added):

The Board of Transportation or local authorities within their respective jurisdictions may, by ordinance, set speed limits lower than those designated in G.S. 20-141 for areas adjacent to or near a public, private or parochial school. Limits set pursuant to this section shall become effective when signs are erected giving notice of the school zone, the authorized speed limit, and the days and hours when the lower limit is effective, or by erecting signs giving notice of the school zone, the authorized speed limit and which indicate the days and hours the lower limit is effective by an electronic flasher operated with a time clock. Limits set pursuant to this section may be enforced only on days when school is in session, and no speed limit below 20 miles per hour may be set under the authority of this section. A person who drives a motor vehicle in a school zone at a speed greater than the speed limit set and posted under this section is responsible for an infraction and is required to pay a penalty of two hundred fifty dollars (\$250.00). (1977, c. 902, s. 2; 1979, c. 613; 1997-341, s. 1.1; 2011-64, s. 1.

Additionally, **Town Code 70.40** further reads (in part): *The Town Manager shall have the power to designate, lay off, and indicate, by ordinance, with the approval of the Town Council by appropriate signs and markings, the following: parking spaces and zones, no parking zones, limited parking zones, zones in which vehicles shall be parked at an angle to the curb, loading zones, safety zones, school zones, hospital zones, quiet zones, traffic zones other than the above, through streets, stop streets and intersections, yield right-of-way intersections, 1 way streets, streets to be laned for traffic, play streets, bus stops, and taxicab stands....*

Given that the Town has now dedicated this portion of Carlisle, and that additional traffic will be in the vicinity with the recent opening of Medical Complexes, I recommend to the

Town Council that we create the requested School Zone following the dictates of the Municipal Uniform Traffic Control Device manual (MUTCD).

Should Council concur, staff will verify the appropriate hours and necessary language for the signage in addition to drafting an Ordinance for consideration at your September Regular Business Meeting. Although NCGS allows for setting the speed as low as 20mph, in consultation with Chief Polidori we would recommend utilizing the same 25mph standard that NCDOT has adopted elsewhere in Town for the sake of consistency.

The second item is a request to recognize former Town Mayor E.S. Douglass by formally adding "E.S." to the name for the Douglass Center. Members of the Connectors have relayed that some individuals have mistaken the moniker for the Center as representing, or having ties to, other Douglass's throughout history and desire to clarify that the name is in honor of the former Mayor. This could be done through the drafting and adoption of a Resolution, and then could be added to any future signage (best done post-branding) or listings of the facility (web, Agendas, etc.)