



AGENDA

Monday, October 24, 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. COUNCIL UPDATES AND DISCUSSION

a. Town Branding Presentation

The Town is currently updating the Comprehensive Long Range Plan (CLRP) and is under contract with City Explained, Inc. for this work. The contract outlines "planning cycle 0" as a Town Wide Branding Strategy. Tripp Muldrow will virtually present the proposed branding concept, which includes a new logo for the Town.

b. Planning & Community Development Specialist Update

Planning & Community Development Specialist Rachel Mann will present a summary of work undertaken since her last update in May.

c. DFI Phase II Project Update

Sarah Odio from DFI will attend to present an update.

d. Waste Services Discussion

Councilmember Clement has requested a discussion regarding the Town transitioning from contracted waste services to performing this service with Town employees.

e. Continued Revenue Replacement Discussion

Staff will provide additional information on proposed projects.

4. ACTION ITEMS

a. Consider Appointments to the Historic District Commission

The Town has received two applications to fill two open seats on the Historic District Commission due to recent resignations. These appointees will serve the balance of the unexpired terms.

i. Appoint Sandra Carroll, term to expire March 9, 2024

ii. Appoint Michelle Peele, term to expire July 12, 2025

b. Consider Updated Public Works Fee Schedule

As part of the administrative updates to the Town's Code of Ordinances, staff has reviewed the Public

Works fee schedule, located in Chapter 50. This is not a schedule that is generally assessed to the general public, but rather when the department has to perform billable work and the Town's expenses should be recouped. The schedule also includes fees for development inspections. Updates to this fee schedule have previously been discussed and reviewed by Council on September 26th, October 5th, and October 11th and posted publicly.

c. Consider Planning Board Appointment(s)

There have been some recent applications that could be considered for current vacancies on the Planning Board.

d. AX-05-22 Pine Street - Direct Clerk to Investigate

Veronica Lofton is requesting voluntary annexation of .41 acres that is currently outside of the corporate limits of the Town of Southern Pines. Per the Moore County tax records, the subject property is identified as PIN 857216729769 (PARID 00033536).

e. AX-06-22 Petty Street - Direct Clerk to Investigate

Dewey Holderfield, on behalf of Moore HL Properties, Inc., is requesting voluntary annexation of .461 acres that is currently outside of the corporate limits of the Town of Southern Pines. Per the Moore County tax records, the subject property is identified as PIN 858220804641 (PARID 00032386).

f. AR-09-20 EDS Modular Extension Request

Jill Connett, Head of School at Episcopal Day School requests a one-year extension of Architectural Compliance Permit AR-09-20 which granted the school the ability to maintain a modular classroom for three years. The original permit approving a modular classroom (AR-04-17) was approved in 2017 for an initial three-year period and then extended via AR-09-20 for a second three-year period.

g. Authorize the Mayor to Execute a Lease with Welcome to Southern Pines, Inc.

This is a lease renewal with Welcome to Southern Pines, Inc. to operate a Welcome Center in the train station. In accordance with NCGS §160A-272, the Town Council adopted a Resolution of Intent providing notice of the proposed lease at the September 13th meeting.

h. Authorize the Mayor to Execute a Lease with Verizon Wireless for the Weymouth Water Tank

This is a lease renewal with Verizon Wireless for an antenna on the Town's Weymouth water tank on Ridge Street. In accordance with NCGS §160A-272, the Town Council adopted a Resolution of Intent providing notice of the proposed lease at the September 13th meeting.

i. Approve Town Council Meeting Minutes for September 2022

- September 7, 2022
- September 13, 2022
- September 26, 2022

Staff has prepared draft meeting minutes for September.

5. CLOSED SESSION

a. Closed session as authorized in N.C.G.S. §143-318.11(a)(6).

Council will conduct the Town Manager's annual review.

6. ADJOURNMENT

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>

MEMORANDUM

To: Reagan Parsons, Town Manager
From: Jessica Roth, Assistant Town Manager
Re: Update on Town Logo and Branding Initiative
Date: October 24, 2022

BACKGROUND

At the June 27th work session, staff informed Council of the opportunity to incorporate a Town wide branding strategy into the early stages of the CLRP update (staff's memo introducing this opportunity is included for reference). At that time, the Town was negotiating a contract with City Explained, Inc. (CEI) to provide the services for the update. As part of its proposal to the Town, CEI included sub-contractor Arnett Muldrow, who specializes in community branding.

Council directed staff to proceed with this branding initiative, which was incorporated into the contract with CEI as "planning cycle 0" at no additional charge (included). Since execution of the contract, CEI and Arnett Muldrow have completed the following tasks related to the town-wide branding strategy:

- ✓ Initial Research
 - Reviewed marketing, promotional, tourism advertising, town history, and branding documentation for Southern Pines
 - Reviewed data and materials on Southern Pines as a community, its attractions and events, and the Town's place within the greater Sand hills Region
 - Reviewed current joint branding or marketing with other communities and partner organizations as well as branding strategies currently used by surrounding communities
- ✓ Driving Tour of Southern Pines: August 25th
 - I completed a driving tour with Tripp Muldrow of Arnett Muldrow which included all areas of Southern Pines. Highlights included the diversity of neighborhoods, business districts, Town parks and facilities, schools, and other community amenities.
- ✓ CAC Meeting: August 25th
 - Tripp Muldrow attended the first CAC (Community Advisory Committee) meeting and informed the committee on the branding initiative.
- ✓ Focus Group Roundtable Meetings: September 9th
 - Tripp Muldrow led five virtual roundtable meetings with a diversity of community members to learn about Southern Pines' brand and image. Town Councilmembers, board appointees, and staff members were incorporated into the roundtables. More details on this step are included. The roundtables were loosely structured to incorporate community representatives as follows:
 - Merchants and Business Representatives
 - Town leadership/staff/board appointees
 - Tourism/arts/culture/development, i.e. Arts Council, Sunrise Theater, Partners in Progress, etc.

- Partner Groups, i.e. WSP Connectors, WSP & SP Civic Clubs, Chamber of Commerce, SP Business Association, home builders, etc.
 - Youth and young professionals
- ✓ Community Ideas Exchange Workshop: September 20th
 - Tripp Muldrow hosted a station seeking input from participants on big ideas for community image and marketing
- ✓ CAC Reviewed First Draft: September 22nd
 - Tripp Muldrow presented the first draft of the suggested brand and logo to the CAC for input.
 - CAC members provided input on the proposed logo, tagline, and brand statement, both in the meeting and via correspondence Tripp following the meeting.
- ✓ Staff Reviewed Revised Brand Based on CAC Input: October 4th
 - Tripp Muldrow presented the CAC feedback to Reagan Parsons, Rachel Mann, and myself. Staff was in consensus with the CAC feedback.
 - Staff reviewed revisions to the logo, tagline, and brand statement to incorporate CAC feedback and other suggestions from staff.
- ✓ Senior Leadership Team Reviewed Second Draft: October 17th
 - The senior staff leadership team met with Tripp Muldrow to review a second draft of the branding initiative. This draft incorporated the revisions suggested by the CAC, as well as feedback from the October 4th meeting.
 - The leadership team expressed support for the logo, tagline, and brand statement and recommended it be forwarded to Council for review on October 24th.

NEXT STEPS

- October 24th Council work session: Tripp Muldrow will present the branding concept, including the logo, tagline, and brand statement to Council for feedback.
- Based on feedback from Council, final revisions, as needed, will be completed and the logo, tagline, and brand statement will be prepared for final production.
- Refine and expand upon the brand concept for the Town that includes a parent logo, special event logos, themes, typeface, colors, sample print pieces, digital media, and potential partnership efforts.
- Prepare various creative collateral material to implement the new brand, including, but not limited to, letterhead designs, email headers, business cards, banners, brochure templates, mock advertisements, event posters, billboards, shopping bags, hats, tee shirts, wayfinding signage, gateway signs, recognition programs, or community campaigns.
 - Up to ten unique applications or extensions of the town-wide brand will be prepared.
- Create a brand resource package with all graphics including several different file formats for distribution to various partners.
- Create a style guide that establishes proper uses and presentations for all brand materials created for Southern Pines, including the brand statement and messaging.
- Develop an implementation strategy guide.
- Launch new brand! The CLRP marketing, document, and similar will be branded accordingly.

Southern Pines Community Branding Input

The branding input sessions for Southern Pines are designed to hear from stakeholders in the community about its brand and image. During the day, Arnett Muldrow will interview stakeholders in a series of lightly themed roundtable sessions. This packet is designed to help you craft the day so it will be productive for the team and beneficial for participants. Each roundtable will last approximately an hour. Please note that this is a guide only.

Friday 9 September 2022

8:30 AM Roundtable One: _____ Usually good for merchants

9:45 AM Roundtable Two: _____

11:00 AM Roundtable Three: _____

1:00 PM Roundtable Four: _____

2:15 PM Roundtable Five: _____

Suggested Invitees to Consider

These are the types of people we like to include in the process. This list is not exhaustive and should serve as a “teaser” to get you thinking about the people to include in the roundtables. Many communities vary on how they approach groups, some make specific invitations, others choose a more open process. We ramp our level of “facilitation” up and down depending on the number of attendees 12-20 is ideal, larger is fine (as is smaller).

- Town Staff, Elected and Appointed Officials
- Local business owners, economic development officials (downtown and throughout Southern Pines)
- Real estate professionals, property owners
- Attraction, tourism, arts, cultural representatives
- Neighborhood leaders, historic groups, beautification groups
- Educational partners
- Historically under-represented members of the community
- Area youth and young professionals

Roundtable Meeting Ideas

Town Staff Meeting

Invitees: Town Staff

Discussion Topics:

- ◆ Why do a new brand for the Town of Southern Pines?
- ◆ How do you use the existing brand?
- ◆ How might a new brand be incorporated into upcoming plans other public sector investments?
- ◆ How is the community perceived and misperceived?
- ◆ What has changed and is changing?
- ◆ How does “official” Southern Pines marketing need to differ from “popular” Southern Pines (Town seal versus popular marketing)
- ◆ How do we leverage a new town brand? And, ask/request that private investments in the town match the style, finish, and quality of community portrayed in the new brand?

Tourism/Arts/Culture/Environment Group Meeting

Invitees: Anyone related to tourism, the arts, outdoor recreation, culture, history, as well as attraction managers, event managers and visitor-oriented groups.

Discussion Topics:

- ◆ Describe the arts, culture, and environment of the community in Southern Pines as well as its goals, and its projects.
- ◆ How is Southern Pines as a community marketed now? Historically?
- ◆ How do you market your own amenities and attractions?
- ◆ How should a brand for Southern Pines strike a balance between curating an engaged visitor experience vis-à-vis cultivate pride of place and respect for existing character?
- ◆ How does Southern Pines fit into the overall visitor climate of the region?

Youth and Young Professional Group Meeting

Invitees: Up to 15 youth representatives at the High School, Community College, and/or young professional level.

Discussion Topics:

- ◆ What types of activities do young adults enjoy? Where do they go to enjoy them?
- ◆ What activities attract young professionals to the community now?
- ◆ What is the perception of opportunities in Southern Pines, misperceptions about the community?
- ◆ How is Southern Pines perceived or misperceived in the region?

Merchant Group Meeting

Invitees: Merchant and restaurant representatives.

Discussion Topics:

- ◆ How is the business climate in Southern Pines?
- ◆ From where are your most loyal customers coming?
- ◆ What is your perception of Southern Pines as a community?
- ◆ What marketing efforts have helped the businesses?
- ◆ What is your outlook on the future?
- ◆ What tools do you use to market?
- ◆ What needs to be addressed in a brand that would help your business?

Partner Groups

Invitees: Representatives from local and regional partners such as the Southern Pines Business Association, the Chamber, the CVB, Economic Development, Civic League, West Southern Pines Connectors, and neighborhood advocacy groups.

Discussion Topics:

- ◆ How do you share the history and story of your Southern Pines?
- ◆ What geographic/demographic profile is attracted to Southern Pines?
- ◆ What are perceptions and misperceptions about the community?
- ◆ How is Southern Pines evolving and how should a brand reflect that?
- ◆ How should an identity serve as a tool to protect the character of Southern Pines?
- ◆ How does the history Southern Pines as a community portray historically under-represented groups?

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY EXPLAINED, INC. AND
THE TOWN OF SOUTHERN PINES, NORTH CAROLINA**

This AGREEMENT is made and entered into effect on this 25th day of July, 2022
by and between:

The "CONSULTANT"

Name: CITY EXPLAINED, INC.
Address: 728 Wild Berry Court, Marvin, NC 28173
Telephone: 919-606-1620
Representative: Matt Noonkester, President/Principal

— and —

The "CLIENT"

Name: Town of Southern Pines, North Carolina
Address: 125 SE Broad Street, Southern Pines, NC 28387
Telephone: 910-692-4003
Representative: BJ Grieve, Planning Director

For the Town of Southern Pines Comprehensive Long-Range Plan Update (the "PROJECT").

(1) **DESCRIPTION OF WORK:** The CONSULTANT will render the Scope of Services described in "Attachment A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. The CONSULTANT may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT will evaluate and approve (or may deny), in writing, any subconsultants recommended for the PROJECT. The CLIENT and the CONSULTANT, by written amendment to this AGREEMENT, may make changes to the SERVICES. All changed work or additional services will be carried out under this AGREEMENT. The time for completion of the SERVICES will be adjusted accordingly if changed work or additional services are identified.

(2) **COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in "Attachment A", or, if no CONTRACT PRICE is indicated, in accordance with the CONSULTANT'S Schedule of Fees and Disbursements in effect at the time the SERVICES are rendered.

Invoices will be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this AGREEMENT, and will entitle the CONSULTANT, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES.

(3) **REPRESENTATIVES:** Each party will assign in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. CLIENT'S assigned representative shall have no authority to change the material terms of this AGREEMENT or to legally bind the CLIENT in any manner.

(4) **NOTICES:** All notices, consents, and approvals required to be given hereunder will be in writing and will be given to the representatives of each party. All notices required by this AGREEMENT to be given by

either party will be deemed to be properly given and received within ten (10) business days if made in writing to the other party by certified mail or email addressed to the regular business address of such part as identified above.

- (5) **CLIENT'S RESPONSIBILITIES:** The CLIENT will provide to the CONSULTANT in writing, the CLIENT'S total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT will make available to the CONSULTANT relevant information or data pertinent to the PROJECT that is required by the CONSULTANT to perform the SERVICES to the extent relevant information or data is available from the CLIENT. The CONSULTANT is entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other hired consultants employed by the CLIENT whether such consultants are engaged at the request of the CONSULTANT or otherwise. Where such information or data originates either with the CLIENT or its hired consultants, the CONSULTANT will not be responsible to the CLIENT for the consequences of any error or omission contained therein.

The CLIENT will give prompt consideration, as expressed in the SERVICES, to all documentation related to the PROJECT prepared by the CONSULTANT and, whenever prompt action is necessary, will inform the CONSULTANT of the CLIENT'S decision in such reasonable time so as not to delay the schedule of providing the SERVICES.

When applicable, the CLIENT will arrange and make provision for the CONSULTANT'S entry to the PROJECT site as well as other public and private property as necessary for the CONSULTANT to perform the SERVICES. The CLIENT will obtain any required approvals, licenses, or permissions from governmental or other authorities having jurisdiction over the PROJECT so as not to delay the CONSULTANT in the performance of the SERVICES.

- (6) **CONSULTANT'S RESPONSIBILITIES:** The CONSULTANT will furnish the necessary qualified personnel to provide the SERVICES. The CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES are performed. This undertaking does not imply or guarantee a perfect PROJECT and, in the event of failure or partial failure of the product of the SERVICES, the CONSULTANT will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure the CONSULTANT'S performance. There are no other representations or warranties expressed or implied made by the CONSULTANT. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose will apply to the SERVICES provided by the CONSULTANT, nor will the CONSULTANT warrant or guarantee economic, market, or financial conditions, pro forma projections, schedules for public agency approvals, or other factors beyond the CONSULTANT'S reasonable control.

In performing the SERVICES under this AGREEMENT, the CONSULTANT will operate as and have the status of an independent contractor and will not act as, or be an employee of, the CLIENT. This AGREEMENT does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship between the CLIENT and the CONSULTANT.

- (7) **TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving ten (10) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT will forthwith pay the CONSULTANT for the SERVICES performed to the date of termination. Non-payment by the CLIENT of the CONSULTANT'S invoices within 60 days of the

CONSULTANT rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of the CONSULTANT are terminated.

- (8) **SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, the CONSULTANT will be compensated for services performed and charges incurred prior to receipt of notice to suspend. There will be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than sixty (60) days, the CONSULTANT may, at its option, terminate this AGREEMENT upon giving notice in writing to the CLIENT.
- (9) **INDEMNITY:** The CONSULTANT will indemnify and hold the CLIENT harmless from and against loss, damage, injury costs (including reasonable attorney's fees, costs of investigation, and appellate level costs), or liability to the extent arising from the negligent acts, or professional errors or omissions, of each other and their respective employees, sub-consultants, and agents acting in the course and scope of their employment.
- (10) **INSURANCE:** Throughout the term of this AGREEMENT, the CONSULTANT will comply with the insurance requirements described below. In the event the CONSULTANT fails to procure and maintain each type of insurance required by this AGREEMENT, or in the event the CONSULTANT fails to provide the CLIENT with the required certificates of insurance, the CLIENT shall be entitled to terminate this AGREEMENT immediately upon written notice to the CONSULTANT.

Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage, whether such operations are performed by the CONSULTANT, any subconsultant, or anyone directly employed by either.

Commercial General Liability. Bodily injury and property damage liability as will protect the CONSULTANT and any subconsultant performing work under this AGREEMENT, from claims of bodily injury or property damage which arise from operation of this AGREEMENT, whether such operations are performed by the CONSULTANT, any subconsultant, or anyone directly employed by either. The amounts of such insurance will not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. Such liability insurance policy shall contain a waiver of subrogation.

Workers' Compensation Insurance. The CONSULTANT shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

- (11) **DOCUMENTS:** All documents prepared by the CONSULTANT or on behalf of the CONSULTANT in connection with the PROJECT are instruments of service for the execution of the PROJECT. The CONSULTANT retains an interest in the property and shares a copyright in these documents with the CLIENT, whether the PROJECT is executed or not.

Any document produced by the CONSULTANT in relation to the SERVICES is intended for the sole use of the CLIENT. The documents may not be relied upon by any other party without the express written consent of the CONSULTANT, which may be withheld at the CONSULTANT'S discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under this AGREEMENT,

and will only be authorized pursuant to the conditions of the CONSULTANT'S start from reliance letter.

The CONSULTANT retains an interest in all documents and information generated in connection with the performance of services and retains a permanent non-exclusive, royalty-free license to use these documents. Upon payment in full hereunder, the CONSULTANT will transfer a copy of all appropriate digital files in an editable format to the CLIENT for its use. A copyright on all images and text are retained jointly by the CONSULTANT and the CLIENT. Reproduction may be granted with credit in print.

Notwithstanding the foregoing, CONSULTANT acknowledges that the CLIENT is bound by all requirements of the North Carolina Public Records Act and all other applicable public records laws and that any provision herein that is inconsistent with such laws shall be null and void.

- (12) **FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party will not constitute a breach of contract: labor strikes, riots, war, acts of government authorities, unusually severe weather conditions or other natural catastrophe, pandemics, or any other cause beyond the reasonable control or contemplation of either party.
- (13) **GOVERNING LAW:** This AGREEMENT will be governed, construed, and enforced in accordance with the laws of the State of North Carolina. The CLIENT and the CONSULTANT agree that any action brought in a court of law pertaining to this AGREEMENT or the obligations set forth herein shall be brought in Moore County, North Carolina.
- (14) **ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor the CONSULTANT will, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT will inure to the benefit of and be binding upon the CLIENT and the CONSULTANT hereto, and except as otherwise provided herein, upon the executors, administrators, successors, and assigns.
- (15) **PROTECTION OF PRIVACY LAWS:** The CONSULTANT will comply with statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention, and disposition of confidential information that may be collected or created under this AGREEMENT. The CONSULTANT will refer any request for access to or correction of confidential information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information.
- (16) **ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and the CONSULTANT relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, will form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and the CONSULTANT. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT will take precedence.
- (17) **SEVERABILITY:** If any term, condition, or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT will be binding on the CLIENT and the CONSULTANT.

(18) **E-VERIFY:** E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The CONSULTANT will ensure their staff and any subconsultants performing work under this AGREEMENT uses E-Verify if required to do so by North Carolina law and otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina Statutes. A breach of this provision by the CONSULTANT will be considered a breach of this AGREEMENT, which entitles the CLIENT to terminate this AGREEMENT, without penalty, upon notice to the CONSULTANT.

(19) **IRAN DIVESTMENT ACT:** Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, the CLIENT must require most entities with which it contracts, which would include the CONSULTANT under this AGREEMENT, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. The CONSULTANT clarifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subconsultant performing work under this AGREEMENT which is listed on the Final Divestment List.

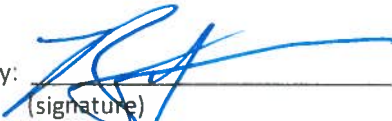
The CLIENT and the CONSULTANT, intending to be legally bound, have made, accepted, and executed this AGREEMENT as of the Agreement Date noted above.

CITY EXPLAINED, INC.

By: 
(signature)

Matt Nankaster, President
(printed name and title)

TOWN OF SOUTHERN PINES, NC

By: 
(signature)

BJ Grieve, Planning Director
(printed name and title)

**PROFESSIONAL SERVICES AGREEMENT
"ATTACHMENT A"**

Attached to and forming part of the AGREEMENT between:

CITY EXPLAINED, INC.
(herein called the "CONSULTANT")

— and —

TOWN OF SOUTHERN PINES, NC
(herein called the "CLIENT")

This Attachment details the Scope of Services, Contract Time, and Contract Price forming part of the above described AGREEMENT.

**PART 1: SCOPE OF SERVICES
TOWN OF SOUTHERN PINES
COMPREHENSIVE LONG-RANGE PLAN**

The CONSULTANT shall perform the following Scope of Services:

PLANNING CYCLE 0 – TOWN-WIDE BRANDING STRATEGY

Task OA – Initial Research

The CLIENT will provide the CONSULTANT with marketing, promotional, tourism advertising, town history, and branding documentation identified as important to preparing a town-wide branding strategy. The information provided should focus on Southern Pines as a community, its attractions and events, and the Town's place within the greater Sandhills Region. Current joint branding or marketing with other communities in the area will also be provided by the CLIENT. Data will be exchanged via email or a file share site. The CONSULTANT will consider this information for its inventory and analysis, and reference while developing concepts or the project deliverables summarized under Planning Cycle 0.

CONSULTANT team members (Matt Noonkester and Tripp Muldrow) will review the information provided by the CLIENT, identify deficiencies, and suggest alternative methods for collecting or creating missing data.

Task OB – Tour of the Study Area, Brand Focus

The CLIENT will organize a driving tour of the study area for interested consultant team members, which will occur simultaneously with the tour of the study area described in Task 1B.

Task OC – Town Brand Focus Group

A town brand focus group will be assembled for the process to develop a town-wide branding strategy, and provide a direct conduit between the CLIENT, the CONSULTANT, special interest groups, and the general public. Input from the focus group will be used to verify information; test ideas and concepts; and review draft deliverables. The CLIENT will select up to eight members for the focus group.

Up to four milestone meetings with the focus group are anticipated for the project; including a project kick-off meeting; branding brainstorm and imaging discussion; preliminary concepts and refinement discussion; and a draft and final branding and implementation strategy presentation. Meetings with the focus group, some virtual and some in-person, will be scheduled over a two-week period to produce project deliverables quickly and in time for use within the CLRP update schedule. The CLIENT will be responsible for identifying all meeting dates and times and securing meeting locations. The CONSULTANT will create meeting agendas and other handouts for all meetings with the focus group.

Task OD – Town Brand and Implementation Strategy, Draft

The CONSULTANT will develop a town-wide brand and implementation strategy for Southern Pines in accordance with the following steps:

1. Tour of the study area (see Task OB);
2. Up to five roundtable meetings with the focus group and their invited guests (themed meetings) will be programmed for the second of four milestone meetings with the focus group described in Task OC, to brainstorm big idea concepts, preferred image-setting principles, and opportunities to reinforce a consistent brand among individual partners (see Task OC);
3. Participate in the CLRP Community Ideas Exchange Workshop with a station seeking input from participants on big ideas for community image and marketing to supplement information generated in step two (see Task 2D);
4. Develop brand concepts, including early marketing concepts and brand extensions, that will be refined with the focus group (see Task OC);
5. Refine and expand upon the brand concept for the Town that includes a parent logo, special event logos, themes, tagline, typeface, colors, sample print pieces, digital media, and potential partnership efforts in consultation with the focus group (see Task OC);
6. Prepare various creative collateral material to implement a new town-wide brand, including, but not limited to, letterhead designs, email headers, business cards, banners, brochure templates, mock advertisements, event posters, billboards, shopping bags, hats, tee shirts, wayfinding signage, gateway signs, recognition programs, or community campaigns. Up to ten unique applications or extensions of the town-wide brand will be prepared in step six; and
7. Full presentation of material generated for the town-wide brand to the focus group (see Task OC).

The activities expressed in items one through seven above will be completed over a ten-week period without unforeseen project delays.

Task OE – Town Brand and Implementation Strategy Deliverables

The CONSULTANT will develop three specific documents for a final town-wide brand and implementation strategy:

1. A brand resource package with all graphics created for the Town of Southern Pines and its partners, including several different file formats for distribution to various partners.
2. A style guide that establishes proper uses and presentations for all brand materials created for the Town of Southern Pines, a photo library, and summary slide deck presentation. The document will also include the brand statement and messaging targeted for specific interest groups (i.e., residents, business owners, economic development interests, or downtown interests).
3. An implementation strategy guide, partnering strategy, and score sheet for brand implementation to

track progress.

The project deliverables under Task OE will include release of ownership statements from the CONSULTANT so the CLIENT has full privileges and access to the brand concept and material. The CONSULTANT will attend one meeting with the town brand focus group and their partners (programmed for the fourth of four milestone meetings with the focus group described in Task OC) under Task OE as a town brand implementation workshop.

PLANNING CYCLE 1 – PROJECT MANAGEMENT

Task 1A – General Coordination

The CONSULTANT will attend, make presentations, and participate in virtual general coordination meetings or conference calls with the CLIENT (twenty-four total) to discuss matters related to the comprehensive planning process or the Comprehensive Long-Range Plan. Coordination activities may be used to present preliminary findings, discuss on-going issues, or obtain feedback on draft deliverables. Routine coordination between milestone meetings or conference calls will occur via telephone, email, or interaction over a file share site.

Task 1B – Tour of the Study Area

The CLIENT will organize a driving tour of the study area for interested consultant team members; highlighting important themes, areas of interest, etc. that will be critical for developing the new Comprehensive Long-Range Plan. The tour of the study area will coincide with another site visit identified for the project, likely for Stakeholder Interviews (see Task 2B) or the Community Ideas Exchange Workshop (see Task 2D).

Task 1C – Baseline Data Exchange

The CLIENT will provide the CONSULTANT with GIS data, resource documents, growth forecasts, economic data, stakeholder lists, development data, etc. identified as important to the comprehensive planning process. Data will be exchanged via a file share site or hard drive disk. The CONSULTANT will rely on this information for its inventory and analysis to support recommendations in subsequent phases of the comprehensive planning process.

CONSULTANT members (Matt Noonkester, Meg Nealon, or Ben Hitchings) will review the information provided by the CLIENT, identify deficiencies, and suggest alternative methods for collecting or creating missing data.

PLANNING CYCLE 2 – PUBLIC ENGAGEMENT

Task 2A – Community Engagement Dashboard

The CONSULTANT will create a community profile for Southern Pines — using readily available data from secondary sources — that characterizes different traits in the community: race, age, income, home ownership, languages spoken, education, and tenure. The CONSULTANT will identify the absolute presence of each category and the relative relationships between the categories. This information will be used as a snapshot of the community, and serve as a backdrop for the CLIENT and the CONSULTANT while tracking engagement activities and community participation throughout the comprehensive planning process. Other important groups or topics for the community may be added to the data-driven profile created by the

CONSULTANT during conversations with different stakeholders in the comprehensive planning process. The CONSULTANT will monitor and modify the engagement process in real-time if we see underrepresentation from one or more of the categories being tracked.

Task 2B – Stakeholder Interviews

The CONSULTANT will facilitate up to fifteen stakeholder interviews (each as individual or small group events) for updating the Comprehensive Long-Range Plan. In-person interviews shall take place over a three-day consecutive period. Time will be allotted to conduct virtual interviews during the consecutive three-day period if scheduling conflicts prevent a stakeholder from attending in-person. The CLIENT will provide a list of individuals to interview, including appointed and elected officials, if desirable, and arrange all meeting dates, times, and locations. Stakeholder interviews may be completed simultaneously by different representatives for the CONSULTANT team based on subject matter expertise.

Task 2C – Online Engagement Platform

The CONSULTANT will use an interactive, online platform called Engagement HQ to provide more community members with “constant contact” in the comprehensive planning process. The suite of tools available in the platform includes general information posts, project timelines, map-based survey tools, question-based survey tools, discussion forums, on-line polls, story-telling opportunities, and videos. The type and number of features included on the platform for the Comprehensive Long-Range Plan will be decided with input from the CLIENT.

The CONSULTANT will set up the initial Engagement HQ website for the project using online widgets available from Engagement HQ, and will train the CLIENT on how to add materials to the site in the future. Maintaining information on the project website will be a joint effort between the CLIENT (additional content, as desirable) and the CONSULTANT (site maintenance, content management, and minimum project information) during the comprehensive planning process. The CONSULTANT will download participation data collected via the Engagement HQ website (in Microsoft Excel format) periodically throughout the planning process for reporting (see Task 2A). The CONSULTANT will summarize information collected from Engagement HQ each time in a set of info-graphics available for other tasks in the Scope of Services.

Features in the software will be used to complement in-person events before, during, and after the Community Ideas Exchange Workshop, Growth Choices Workshop, and Draft Plan Recommendations Workshop. The CONSULTANT will purchase a URL for the project engagement platform for a two-year period. Ownership of the URL will be transferred to the CLIENT at the completion of the project. The CLIENT may decide to maintain the project website independent of the CONSULTANT at the completion of the project, and if so, will engage the tool provider — Bang the Table — directly for a service agreement.

Task 2D – Project Steering Committee

A project steering committee will validate the planning process and provide a direct conduit between the CLIENT, the CONSULTANT, service providers, municipalities, special interest groups, and the general public. Input from the project steering committee will be used to verify data; identify key planning themes; create a vision, guiding principles, and maps for guiding future growth; and review draft deliverables. The CLIENT will select up to fifteen members for the project steering committee. The CLIENT is encouraged to select members for the committee that further goals for greater diversity, equity, and inclusivity in the comprehensive planning process.

Up to four milestone meetings with the project steering committee are anticipated for the project; including a project kick-off meeting; report on the baseline conditions and emerging trends analysis; future land use map and focus area studies discussion; and a draft document discussion. The CLIENT will be responsible for identifying all meeting dates and times and securing meeting locations. The CONSULTANT will create meeting agendas and other handouts for all meetings with the project steering committee.

Meetings with the project steering committee will coincide with other site visits identified for the project, likely with Stakeholder Interviews (see Task 2B), Policy-Maker Briefings and Public Hearings (see Task 2I), or Planning-Themed Events with the Consultant Team (see Task 2J).

Task 2E – Community Ideas Exchange Workshop

A community workshop (one event held on one day) will officially kick-off the comprehensive planning process. It will use a town hall style meeting format to introduce the project, highlight basic data for existing conditions and future opportunities, and share insights from previous partnering activities. An informed group of participants will be asked to provide input on broad categories of development choices organized around emerging themes identified in Planning Cycle 3. The CONSULTANT will send three representatives to the event. The CLIENT will send additional staff to support the individual station discussions.

Participants will “report back” their ideas for the different planning themes at the end of the meeting, which will be further refined by the CLIENT, the CONSULTANT, and the project steering committee ahead of creating information for the Growth Framework described in Planning Cycle 4.

The CONSULTANT will program the meeting event and prepare necessary maps, display boards, and handouts. The CLIENT will identify a meeting date, time, and location. The CLIENT will advertise the meeting event using outreach materials prepared by the CONSULTANT.

Task 2F – On-the-Table Meeting Campaign

On-the-Table will be a month-long opportunity to bring members of the community together informally to talk about the future of Southern Pines. It will allow families, neighbors, colleagues, and friends the opportunity to gather around a table and participate in a structured conversation about growth, conservation, development, infrastructure, housing affordability, social equity, and/or community character. The CONSULTANT will create a host toolkit for facilitating the events, which will be made available to interested parties for holding their own events independent of the CLIENT or CONSULTANT. Members of Town Council, Planning Board, other Town advisory boards, the project steering committee, or others will be encouraged to host an event as plan ambassadors. Events will also be targeted with civic leaders, community activists, neighborhood associations, religious leaders, and youth group leaders to increase plan participation and the number of different viewpoints considered during the comprehensive planning process.

The CLIENT will be responsible for advertising the initiative using outreach materials prepared by the CONSULTANT. The CONSULTANT will summarize information received through the various events, and identify emerging themes for subsequent phases of the project.

Task 2G – Growth Choices Workshop

A growth choices community workshop (one event held on one day) will be used to present alternative growth scenarios for Southern Pines. A brief opening presentation will summarize the event and the role of the community in it, and stations will be set up with display boards summarizing the characteristics, impacts, and trade-offs of alternative growth scenarios for the planning area. Meeting participants will be asked to

visit the project website to provide additional comments following the workshop (see Task 2C). The CONSULTANT will send one representative to the event. The CLIENT will send additional staff to support the individual station discussions.

The CONSULTANT will program the meeting event and prepare necessary maps, display boards, and handouts. The CLIENT will identify a meeting date, time, and location. The CLIENT will advertise the meeting event using outreach materials prepared by the CONSULTANT.

Task 2H – Draft Plan Recommendations Workshop

A community workshop (one event held on one day) will officially present recommendations in the new Comprehensive Long-Range Plan for public comment. It will use an opening station/welcome area to introduce the project and where we are in the planning process. Meeting participants will be asked to provide input on the vision, guiding principles, future land use map, and specific recommendations in the Comprehensive Long-Range Plan. The CONSULTANT will send three representatives to the event. The CLIENT will send additional staff to support the individual station discussions.

Participants will “report back” their comments and priorities for the different sections of the Comprehensive Long-Range Plan at the workshop.

The CONSULTANT will program the meeting event and prepare necessary maps, display boards, and handouts. The CLIENT will identify a meeting date, time, and location. The CLIENT will advertise the meeting event using outreach materials prepared by the CONSULTANT.

Task 2I – Policy-Maker Briefings & Public Hearings

The CONSULTANT will be available as an extension of CLIENT staff for up to eight presentations with elected officials, appointed officials, and voluntary board members throughout the project to provide updates and seek input. At least four of these meetings are assumed to occur during the formal plan adoption process (i.e., Planning Board and Town Council). The CONSULTANT will prepare a slide presentation for each meeting and speak to the group as directed by the CLIENT.

Meetings planned under Task 2I will coincide with other site visits identified for the project to the extent possible, likely for Stakeholder Interviews (see Task 2B) or Planning-Themed Events with the Consultant Team (see Task 2J). Meetings with the Planning Board and Town Council shall be planned for their regularly scheduled meeting dates, unless the CLIENT decides it will be beneficial to hold a specially called meeting. The CLIENT will provide a list of meeting dates for the duration of the project.

Task 2J – Planning-Themed Events with the Consultant Team

The CONSULTANT will be available as an extension of CLIENT staff to attend up to four planning-themed events during the comprehensive planning process. These events are intended to interact with community members in a fun, less formal setting. Potential events may include, but are not limited to, “putting with planners” at a local golf course; “coffee with planners” at a local coffee shop or public location; “beers with planners” at a local brewery; “hike with planners” in a local park; “walkabout with planners” in downtown, local parks, or specific neighborhoods; or “meet with planners” at different local businesses or public locations. The CONSULTANT and CLIENT will work together to identify the type, schedule, and sequence of planning-themed events to benefit the comprehensive planning process.

The events will be planned to be fun-natured and targeted for people that are not likely to attend a formal public meeting at a government building. The CLIENT will identify an event date, time, and location. The CLIENT will advertise each event using outreach materials prepared by the CONSULTANT.

Events planned under Task 2J will coincide with other site visits identified for the project, likely for the Tour of the Study Area (see Task 1B), Stakeholder Interviews (see Task 2B), or Policy-Maker Briefings and Public Hearings (see Task 2I).

PLANNING CYCLE 3 – DATA, INVENTORY, AND ANALYSIS

Task 3A – Policy & Ordinance Review

The CONSULTANT will review existing plans, policies, and ordinances enforced in Southern Pines and provide the CLIENT with a brief “diagnosis report” presented as a technical memorandum. The memorandum will generally summarize important “consistency” issues to consider for the new Comprehensive Long-Range Plan. The memorandum will be updated at the time the draft Comprehensive Long-Range Plan is written to identify goals, rules, or policies in other Town documents that may be in conflict with recommendations in the new Comprehensive Long-Range Plan (with an emphasis on the new rules and requirements under N.C.G.S. Chapter 160D). Recommendations in the updated memorandum will be directive in nature, but will not include specific strike-through/underline changes to Town goals, rules, or policies that may be needed to accommodate the new Comprehensive Long-Range Plan.

The draft memorandum will be shared with the CLIENT for comments. One round of revisions to the information presented in the draft memorandum will be made, and its findings, conclusions, and recommendations will be summarized for the initial draft of the Comprehensive Long-Range Plan, as needed (see Task 7A).

A list of plans, policies, studies, and ordinances to review for the project will be provided by the CLIENT. Copies of the documents in the list should be provided to the CONSULTANT in searchable Adobe Acrobat PDF or Microsoft Word formats, whenever possible.

Task 3B – Regional Context & Demographics

Regional influences — economic, cultural, environmental, or political — in and around Southern Pines will be identified and summarized by the CONSULTANT based on a list of topics provided by the CLIENT.

Demographic data will summarize population, household, housing, income, education, and employment information from the U.S. Census Bureau, American Community Survey, Five-Year Estimates; the Bureau of Labor Statistics; the North Carolina Department of Labor; or other sources identified by the CONSULTANT.

Task 3C – Market & Economic Assessments

The CONSULTANT will prepare a concise market and economic analysis for Southern Pines (town-wide reporting) to identify market demand for housing, retail, office, and industrial uses based on current land use or proposed redevelopment plans. The information will be presented in a brief technical memorandum, which will be summarized and published as info-graphics with an accompanying paragraph for insights (one to two sentences per infographic) in the draft Comprehensive Long-Range Plan.

The draft technical memorandum will be shared with the CLIENT for comments. Revisions to the information presented in the draft memorandum will be made while creating the initial draft of the Comprehensive Long-Range Plan (see Task 7A).

Demand analysis may incorporate a variety of methodologies for the work, which may include: economic base analysis, neoclassical/central place theory, tapestry and sales potential, or highest and best uses. In addition to current land use or proposed redevelopment plans, data sources cited for the work identified under Task 3C will include CoStar (a private vendor of real estate information), real estate information collected from real estate brokerages, and stakeholder interviews with brokers, developers, and others familiar with the local and regional real estate markets (see Task 2B).

The market demand analysis will include a study of local population projections, lifestyle segments, employment projections, housing choices, and potential support for retail, office, and industrial product types. It will also compare current and anticipated market demands to the stated vision or goals for land use and development in previously-adopted Town documents (see Task 3A) and identify general support or conflict with the collective list of stated vision or goals.

Task 3D – Physical Assessments

The CONSULTANT will inventory and evaluate conditions and features in Southern Pines for the following general categories: natural environment, built environment, community character, and supporting infrastructure. Together, these sections will describe how land is currently organized, used, and supported by public facilities and services. Specific topics addressed under each of the general headings will be influenced by the type and quality of data provided in Task 1C.

The information will be presented in a brief technical memorandum, which will be summarized and published as paragraphs, maps, and info-graphics in the draft Comprehensive Long-Range Plan.

The draft technical memorandum will be shared with the CLIENT for comments. Revisions to the information presented in the draft memorandum will be made while creating the initial draft of the Comprehensive Long-Range Plan (see Task 7A).

Task 3E – Important Planning Themes

Thoughts, opinions, issues, or themes will be summarized quantitatively and/or qualitatively by the CONSULTANT from previous steps in the comprehensive planning process (see Planning Cycles 1 and 3). Information will be organized into planning themes representing important issues for Southern Pines to address in the new Comprehensive Long-Range Plan.

Terms or phrases used to describe important planning themes in Task 3E will evolve into value-based, preference-stated guiding principles for the document (see Task 4B).

PLANNING CYCLE 4 – GROWTH FRAMEWORK

Task 4A – Vision for Growth & Development

The CONSULTANT will include a vision statement in the Comprehensive Long-Range Plan. It will be developed with input from the CLIENT and the project steering committee, and will be a quick, concise synopsis of where Southern Pines would like to move related to growth, conservation, character, and development.

Task 4B – Guiding Principles

The CONSULTANT will create a set of guiding principles to include in the Comprehensive Long-Range Plan. They will provide simple statements about preferred growth and development patterns for Southern Pines, presenting specific values, preferences, or attitudes that should be followed to reinforce the Plan's stated vision and intended outcomes for growth and development.

Task 4C – Future Land Use Map

The CONSULTANT will prepare a future land use map that represents the community's preferred development locations, types, patterns, and intensities throughout the planning area. It will also identify major activity centers (focus areas) for further study and refinement (see Planning Cycle 5). The CONSULTANT will build a Southern Pines CommunityViz Model to measure and evaluate up to three alternative growth scenarios contemplated for the planning area to support the Future Land Use Map. It will be based upon a model architecture and key decisions created with input from the CLIENT. The CLIENT will be given access to a full copy of the model and all associated files at the end of the project for their future use independent of the CONSULTANT. The CLIENT will be given one copy of CommunityViz software (one license, three seats) for running the model on their own, if interested.

Task 4D – Supporting Infrastructure

The CONSULTANT will measure high-level development impacts and evaluate supporting infrastructure needed to serve the Future Land Use Map using CommunityViz software (see Task 4C). The team will also start coordinating with service providers to confirm infrastructure improvements keep pace with anticipated growth. Infrastructure categories studied under Task 4D will include: transportation, potable water, sanitary sewer, stormwater, police protection, fire protection, schools, and parks and recreation.

Task 4E – Policy Statements

The CONSULTANT will prepare policy statements for the Comprehensive Long-Range Plan that represent concepts, ideas, and actions to support the vision, guiding principles, and future land use map in the document. The type, number, and categories for policy statements in the document will be determined based on important planning themes created under Task 3E.

PLANNING CYCLE 5 – FOCUS AREA STUDIES

The CONSULTANT will prepare a detailed concept plan for up to three activity centers (focus areas) in Southern Pines that illustrate many of the big ideas expressed in the Growth Framework (described in Planning Cycle 4). The focus area studies may include new (or improved) streets, blocks, parks, and buildings (determined solely by the CONSULTANT after focus areas are selected) using a plan view format (top-down map). Perspective drawings, street view scenes, gateway treatment before/after images, or architectural details may be presented to highlight the community's preferred development principles for the focus areas (determined solely by the CONSULTANT after focus areas are selected).

The CONSULTANT will also prepare recommendations specific to each focus area for realizing the vision and important objectives identified in the concept plan or supporting images. Information generated under Planning Cycle 5 will be included in the Comprehensive Long-Range Plan document (see Planning Cycle 7).

PLANNING CYCLE 6 – ACTION PLAN

The CONSULTANT will prepare an action plan for the Comprehensive Long-Range Plan that will organize projects, policies, and action items — whether capital, operating, or future studies — presented in the document. General topics addressed in the action plan will include: target setting; future projects, plans, and ordinance changes to be undertaken by the CLIENT independent of the CONSULTANT; plan implementation strategy and summary matrix; key partners in the region; and monitoring the plan. Information for the action plan will be summarized from other sections in the Comprehensive Long-Range Plan.

PLANNING CYCLE 7 – PLAN DOCUMENT

The CONSULTANT will prepare a Comprehensive Long-Range Plan to summarize the planning process, background information, and future year recommendations. The document will be graphic-based and supported by text and tables appropriate for conveying information. Efforts will be made to keep the document brief and to-the-point with the primary objectives being to 1) efficiently summarize the Town's vision, goals, and intended outcomes; 2) effectively present policies and maps; and 3) concisely summarize data needed to support recommendations.

Task 7A – Comprehensive Long-Range Plan (Initial Draft)

The CONSULTANT will prepare and submit a Comprehensive Long-Range Plan (initial draft) to the CLIENT and the project steering committee for review. An outline for the document will be submitted to the CLIENT for approval at the completion of Task 3E.

Task 7B – Comprehensive Long-Range Plan (Public Hearing Draft)

The CONSULTANT will revise the initial draft of the Comprehensive Long-Range Plan to reflect comments or requests for revision from the CLIENT and the project steering committee. The CLIENT will summarize and prioritize all comments on the draft document and resolve conflicting comments for the CONSULTANT. This version of the document will be made public to start the official adoption process.

Task 7C – Comprehensive Long-Range Plan (Final)

The CONSULTANT will revise the public hearing draft of the Comprehensive Long-Range Plan based on requests made through formal motion by the Town Planning Board or Town Council during adoption hearings. The revised document will constitute the adopted Town of Southern Pine Comprehensive Long-Range Plan.

Electronic copies of work files, in their native file format, created to support the Comprehensive Long-Range Plan will be delivered to the CLIENT for their use independent of the CONSULTANT. Two electronic versions of the final Comprehensive Long-Range Plan will be delivered under Task 7C: 1) a version in Adobe Acrobat format suitable for posting to the CLIENT'S official website, and 2) a print-ready version in Adobe Acrobat format suitable for professional printing. All printing costs and responsibilities for the final Comprehensive Long-Range Plan are assigned to the CLIENT.

ADDITIONAL SERVICES

The CONSULTANT is available to provide other services, or incur other expenses, not anticipated at the time the Scope of Services was written to support the new Comprehensive Long-Range Plan as Additional Services. Work will be performed on a labor fee plus expenses basis using an hourly rate of \$195.00 for Principal,

\$165.00 for Senior Planner, and \$135.00 for Planner employment categories. Tasks will be detailed in a specific scope of services and work will be approved by the CLIENT before it begins. The CLIENT will approve new or expanded task assignments in writing before the CONSULTANT begins work. An email authorization from the CLIENT will be acceptable for meeting this requirement.

PART 2: CONTRACT TIME

Commencement Date: August 1, 2022
Estimated Completion Date: June 30, 2023

PART 3: CONTRACT PRICE

The CONSULTANT shall perform the Scope of Services described in Part 1 above for a lump sum fee of \$250,000.00; including all expenses incurred as part of the identified PROJECT. Fees shall be billed by the CONSULTANT on a monthly basis based on the percent of work complete in each Planning Cycle. The CLIENT will remit payment for the fees billed each month within thirty days of receipt subject to the provisions of the AGREEMENT.

MEMORANDUM

To: Reagan Parsons, Town Manager
From: Jessica Roth, Assistant Town Manager
Re: Logo and Branding Initiative
Date: June 22, 2022

BACKGROUND

The Southern Pines Appearance Commission (AC) is interested in enhancing the various gateways leading into Southern Pines. Some of these only require minor improvements to existing gateways, while others would include the design and installation of landscaping and signage where none exists today; the gateway at Old US-1 and US-1 is an example of the latter. Their desire is to move forward with work that can logistically be completed in time for the 2024 U.S. Open, while understanding some areas will need to wait until NCDOT finishes their major projects on US-1 and 15-501.

In discussing this project, members commented that there is no consistent branding on signage throughout Southern Pines. There are generally two different graphics used (if any at all) – the “script” logo (below left) or the Town seal (below middle). Internally, there is confusion among staff as well, as some departments have also been using a third option (below right), which seems to have been developed with the last website re-design.

In reviewing official usage by the Town, there are even two versions of the “script” logo, one being the simpler version shown below and the other which incorporates similar (but not identical) icons from the seal. The tagline, “The Mid South Resort Internationally Recognized for Program Excellence” is included on the more complex version as a reference to both our tourism industry and a nod to an award the Town received from the International City-County Managers Association (ICMA) approximately 20 years ago.



The AC has therefore asked which imagery should be included on new signage, which led to a deeper conversation about whether the existing graphics truly reflect the vibrancy and quality of life of Southern Pines. General feedback noted that the seal is very hard to decipher with small text and a lot of included elements and that the icons for golf, tennis, and equestrian activities tie more closely to Southern Pines’ past as a resort community. Staff has encountered challenges trying to reproduce this graphic for official use (embroidery or screen printing on apparel, placement on vehicles, and similar) since the detail cannot be effectively replicated at a small scale. Many local governments have abandoned their seal in favor of an updated graphic logo that helps to further brand the community (or reserve the seal for certain official business, rather than branding and marketing). With reference to the “script” logo, some shared that it can also be hard to read, especially at a distance. The script also doesn’t provide any indication of what type of community Southern Pines.

Based on this feedback from the AC as well as some internal conversations with the management team, it would be fair to say that Southern Pines doesn’t have a consistent brand or image. Further, the imagery that we do have doesn’t help to convey the special place that Southern Pines is to our community members. While Southern Pines has a strong history as a resort community (and that remains an important part of our culture today), we are much more than that to so many today. This is not a unique situation, as communities are always

evolving. It is quite common to undertake a rebranding initiative to better reflect who the community is, what amenities it has, what makes it attractive, and similar.

STAFF RECOMMENDATION

Staff is bringing this feedback to Council to see if there is interest in advancing a branding initiative with the intent that one of the outcomes will be a new logo for Southern Pines. It is also anticipated that this effort will likely generate a new “tagline” for Southern Pines, which is a short, memorable description intended to succinctly and clearly communicate our brand and identity.

Below are some examples of new logos that originated from rebranding projects in other communities. Many of these logos and branding efforts have received awards from 3CMA (City-County Communications & Marketing Association) for both the process and final product.



Staff feels this is a logical time to embark on a branding initiative, especially given the projects the AC would like to undertake. As a community, we are getting ready to launch our Comprehensive Long-Range Plan (CLRP) engagement and visioning processes. The outreach steps will provide the opportunity to have community-wide conversations in order to highlight what is special and unique about Southern Pines and to define, together, a vision of what Southern Pines looks and feels like in the future. This work will provide a solid foundation for a

designer to graphically convey these aspects and, depending on timing, may offer an opportunity to design the resulting CLRP document in a way that further reinforces the Southern Pines brand.

It's important that the Southern Pines "brand" represents and is embraced by the community. While the Town will use it in official ways, it's a brand and logo for Southern Pines, not the Town government. The resulting imagery and tagline (if used) need to capture the community's feelings about Southern Pines, both now and where we're headed in the future. With the goal of engaging a large and diverse number of participants in the CLRP (much more so than we could expect in a singular branding initiative), staff feels that carrying out the branding process in conjunction with the CLRP helps to advance this important goal.

Staff does recognize that the decision to undertake a branding initiative, especially with the goal of developing a new logo, will be unpopular with some. Community members who have been in Southern Pines a long time may feel an emotional connection with the current logos. Some may have provided direct input on the logos. While some may feel indifferent to the current logos, they may not like the new logo. This reflects another reason why staff suggests this timeline and collaborative process, so that the broad and diverse viewpoints gained through the CLRP process will inform and influence the branding and logo development. Those who participate in the community visioning and/or are familiar with it, should hopefully see a visual connection to the new brand and logo.

NEXT STEPS

At this point, staff has not developed any specific process, timeline, or similar. If Council is interested in undertaking a branding initiative, more details will be established. Staff's goal at this point is to determine if there is Council consensus to move forward.

As an example of what the next steps and overall process might look like, an overview of the community branding initiative that the City of Largo, Florida undertook is attached. It highlights not only their new logo and tagline, but also the ways in which the branding was rolled out across Largo which generated a heightened sense of community pride and identity.

Work Session Agenda Item

To: Reagan Parsons, Town Manager

From: Rachel Mann, Planning & Community Development Specialist

Subject: Planning & Development Specialist Six Month Update

Date: October 24th, 2022

I. SUMMARY:

Rachel Mann, Planning and Development Specialist, will provide information regarding her work with the Town of Southern Pines since her start date on April 11, 2022. The presentation will include information regarding accomplishments and future projects with the West Southern Pines community and updates on the Comprehensive Long-Range Plan.

II. ATTACHMENTS:

No attachments; Staff will be presenting a PowerPoint slideshow.

III. TOWN COUNCIL ACTION:

No action requested or necessary; Staff will be making a presentation for informative purposes.

———— TOWN OF ————
SOUTHERN PINES
———— NORTH CAROLINA ————

REQUEST FOR PROPOSALS (RFP)
SOLID WASTE COLLECTION SERVICES
TO BEGIN JULY 1, 2023

Point of Contact:
Jessica Roth, Assistant Town Manager
801 SE Service Rd.
Southern Pines, NC 28387
Phone: 910-692-7021
Email: jroth@southernpines.net

August 1, 2022
Modification #1: August 3, 2022ⁱ
Modification #2: August 23, 2022ⁱⁱ

DEADLINE FOR SUBMISSION OF PROPOSALS:

2:00pm (EDT) Monday, September 12, 2022

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 - (2) Commercial Service to Select Businesses
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 - (4) Submission Deadline & Requirements
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- E. Award of Contract
 - (1) Contract Term
 - (2) Vendor Requirements After Contract Execution
- F. Attachment A: Dumpsters at Multi-Family and Commercial Complexes and Collections for Town Facilities
- G. Attachment B: Proposal Response Form and Base Cost/Fee Proposal Form

A. CURRENT SERVICE DELIVERY

The Town of Southern Pines ("Town") is seeking a qualified contractor to perform solid waste services, as described in full through this Request for Proposals ("RFP"). Respondents to this RFP as well as the selected Vendor ("Vendor") will be bound through a mutually executed contract ("Contract") to the terms and conditions of this RFP. The Contract shall contain terms and conditions substantially similar to those set forth in the RFP.

The Town is located in Moore County, North Carolina. Currently, the Town of Southern Pines provides residents and a small number of commercial businesses with the collection and disposal of solid waste, recycling, yard debris, and bulk items¹ through a contract with a private vendor which will expire on June 30, 2023. The Town manages the customer billing and plans to continue that with the next Contract. The Vendor will be required to purchase and provide the receptacles/carts to collect municipal solid waste (MSW) and recycling and then to maintain and/or replace them throughout the Contract.

The Town's current services are described below and the [online map](#) indicates where services are provided as of the date this RFP was released. The Town intends to continue with the same or substantially similar services under the new contract, unless otherwise noted.

Table 1: Actual Collection & Disposal Data for the Town of Southern Pines: FY 17-18 through FY 21-22					
	Residential House Count	MSW residential & commercial collections: tons	MSW dumpsters: tons	Yard Debris: tons	Bulk Item Collections: quantity
FY 17-18	5,402	3,876	1,060	3,640	1,039
FY 18-19	5,623	4,125	1,105	4,775	1,329
FY 19-20	5,790	4,300	1,100	4,667	2,008
FY 20-21	5,883	4,582	1,050	4,353	1,239
FY 21-22	6,023	4,633	1,142	5,336	679

(1) **Residential service to homes – includes all residential homes which may be served with a typical garbage cart, i.e. single-family homes, townhomes, and similar.**

- a. "House Count" for FY 22-23 is 6,175 homes. The Town and the Vendor will annually review and reconcile the "House Count" which is defined as the number of residential homes to be served with a typical garbage and recycling services, as well as collection of yard debris and bulk items. The Town, in conjunction with the Vendor, will provide an updated annual house count no later than January 15th of each year during the term, including any extension thereof. The vendor will then have thirty (30) days to submit any revisions to this count for review by the Town. The reconciled and updated number house count will take effect on July 1 of each contract year.
- b. MSW: Weekly collection and disposal of municipal solid waste (MSW) contained in 95-gallon rolling carts for garbage, which are provided by the vendor. The Town's current vendor owns and will collect these carts at the end of the Contract, so the next Vendor will be responsible for providing carts to the Town's customers. Please note the following changes that the Town expects with the new contract:

1. The Town's standard service currently allows for each customer to use up to two (2) 95-gallon

¹ Collection of yard debris and bulk items is for residential customers only.

carts for MSW each week. The Town intends to change the standard service to one (1) 95-gallon cart for MSW each week and allow those customers to need it to use a second 95-gallon cart, with a surcharge on their bill. The Vendor must be able to provide one (1) 95-gallon cart to each house and expect that there will be a small number of homes that request a second cart. The Vendor may charge for provision and collection of this second cart, which will be passed through to the customer.

2. The Town's vendor currently provides "back door" service to any customer who desires it (for MSW). It is the Town's intent that curbside collection will be standard in the new contract for all customers, except those who are physically unable to bring their cart to the curb and do not live with someone who can, which will be verified by a doctor's signature.

c. Recycling: Weekly collection and disposal of recyclables in 18-gallon bins, which are provided by the vendor. The garbage and recycling are currently both picked up on the same day each week. Customers may receive and use an unlimited quantity of bins. The Town's co-mingled recyclables are delivered to and disposed at a Moore County collection site, so the type of recyclables must comply with the operating rules of the [Moore County Solid Waste Department](#), which may be amended throughout the Contract term.

1. The Town understands that some Vendors prefer to use small bins, like the 18-gallon bins, to prevent contamination, while others use the 95-gallon carts that can be lifted by arms on the truck. Please detail your intended approach in your proposal.
2. The pricing sheet requests unit pricing for residential recycling collection every week as well as every other week. The Town will analyze the costs of keeping the status quo of weekly service (52 collections/year) or scaling this back to every other week (26 collections/year). The collection schedule will be finalized in the Contract.

d. Yard Debris: Collection of yard debris every two weeks, which is currently provided on the same day the garbage and recycling are picked up for the resident. Most customers place this debris in loose piles at the curb (sometimes via a shared pile with other nearby homes) and are instructed that limbs must not be more than four feet in length or four inches in diameter. *Please discuss in your proposal whether you propose any substantive changes to the Town's current methods of collecting yard debris.*

1. Due to HOA mandates or other conditions, residents of the following neighborhoods must place their debris in a container at the curb, rather than a loose pile; said container provided by the customer. The affected neighborhoods currently include:
 - Mid South
 - National Golf Club
 - Paddock Lane (Longleaf)
2. The Vendor should understand that over time, the shoulder becomes damaged through the repeated collection of debris in the same spot. The Vendor must repair this damage, as needed and appropriate. The Town will provide the necessary dirt to be used, which the Vendor may collect from the Town's stockyard.
3. The Town is requesting pricing for a few different options. The purpose of this is to determine whether collection from a container could be standardized, or whether the Town should continue collecting from a container where it's required by the HOA and loose piles elsewhere.

e. Bulk Items & White Goods: On-call collection and disposal of bulk items and white goods, defined as furniture, mattresses, bedding, plumbing fixtures, ceramics, household appliances, and other items too large to place in the garbage carts. The customer requests this collection by contacting the vendor directly. Customers are currently limited to one collection/week of up to 3 cubic yards of items fitting this description. *Please detail in your proposal 1) how the customer will request this service and 2) limits on volume, frequency of collection, or similar.*

1. The Town requests pricing as follows. The Town will select and confirm the preferred pricing approach when the Contract is executed. Both approaches are for the pricing of the collection service only, with the actual disposal costs to be invoiced to the Town.
 - Pricing on a per unit/per month basis, with the understanding that only a small majority of homes will request this service at all in any given month.
 - Pricing based on the actual number of collections, to be invoiced to the Town monthly.
 - Pricing on an annual basis to cover all of the collections that are made, regardless of actual quantity or frequency. If the Town selects this pricing approach, this amount can be re-negotiated each year if the actual collection volume fluctuates (either an increase or a decrease).
- (2) **Commercial service to select businesses.** The Town of Southern Pines provides solid waste services for small-scale businesses, i.e. maximum of two 95-gallon solid waste carts collected per week in addition to unlimited 18-gallon recycle bins. Any businesses who exceed this threshold must privately contract with their own vendor and typically require a dumpster. Most, but not all, commercial businesses serviced by the Town are located in the downtown district, where the Vendor will encounter on-street parking, alleys, and similar conditions.
 - a. MSW: Weekly curbside collection and disposal of a maximum of two (2) 95-gallon rolling carts for MSW, which are provided by the vendor. Any business who needs more than two carts per week is not served by the Town and typically contracts with a vendor for dumpster service. Businesses place the carts at the curb for collection.
 1. The Town's current vendor owns and will collect these carts at the end of the Contract, so the next Vendor will be responsible for providing carts to the Town's customers. The majority of the commercial customers use two (2) carts, so this quantity should be planned for (approximately 800 carts).
 2. For clarity, it is the Town's intent is that standard commercial MSW service will be two (2), unlike the change that will be made for residential customers to one (1) cart.
 3. For clarity, the Town's vendor currently provides "back door" service to any commercial customer who desires it (for MSW). It is the Town's intent that curbside collection will be standard in the new contract for all commercial customers (or a location designated by the Vendor if "curbside" is not feasible for ease of collection in a certain area).
 - b. Recycling: Weekly curbside collection and disposal of recyclables in 18-gallon bins, which are provided by the vendor. Customers may receive and use an unlimited quantity of bins. The Town's co-mingled recyclables are delivered to and disposed at a Moore County collection site, so the type of recyclables must comply with the operating rules of the [Moore County Solid Waste Department](#), which may be amended throughout the Contract term.
 1. The Town understands that some Vendors prefer to use small bins, like the 18-gallon bins, to prevent contamination, while others use the 95-gallon carts that can be lifted by arms on the truck. Please detail your intended approach in your proposal.
 2. The garbage and recycling are both picked up on the same day each week.
 3. Approximately 400 businesses are served by the Town in FY 22-23 for the services described in this section.
- (3) **Dumpster service to multi-family residential complexes and other similar facilities.** As detailed in Attachment A, the Town currently provides service via dumpsters and recycling carts to multi-family residential complexes and a commercial area downtown on Camelia Way. The services provided these customers shall not be factored into the unit pricing billed to the Town, but rather billed using actual collection/disposal data from the preceding month so that the Town may charge these customers accordingly. The current services are summarized as follows, but detailed more thoroughly in Attachment A; the Town makes no guarantee as to the number of units to be serviced.

a. A total of 56 dumpsters and 46 recycling carts for multi-family residential services. The majority of these dumpsters are emptied once a week and generated approximately 93 tons of MSW this past year.

1. Included in the count above is one (1) dumpster serving a group of downtown commercial businesses, which is housed in a corral on Camelia Way. This is an 8-yard dumpster emptied three times a week, plus 2 recycling carts. This is detailed in Attachment A as the "Ice Cream Shop."

(4) **Other Services Provided to the Town:** The Vendor will provide the following services as part of the Contract, in addition to the collection and disposal services described above. However, the Vendor shall account for the cost to perform these services within the per unit pricing submitted in Attachment B, rather than bill the Town as a separate line item(s).

a. Town Dumpsters and Receptacles: The Vendor shall service the dumpsters and receptacles that are located within Town facilities. The locations are detailed in Attachment A and currently include:

1. Seven (7) dumpsters at various Town facilities. Included in this count is a 30-yard roll-off dumpster that contains debris from the Town's street sweeper. This is currently emptied 1-2 times a week (frequency is seasonal, depending on leaf litter and similar).
2. Eleven (11) 95-gallon recycling carts.
3. Collection from 63 street cans, located in the downtown district.

b. Small Animal Remains: The contractor shall collect and dispose the remains of small animals (10 lbs. or less) that are within the rights-of-way (roadway or shoulder) on the collection routes.

B. PROPOSAL REQUIREMENTS: Vendors must prepare and submit a proposal that meets the following order, format, and minimum requirements. The proposal shall present the vendor's qualifications and understanding of the service requirements outlined in this RFP. The proposal should provide all of the following pertinent information, with an emphasis on completeness and clarity of content.

(1) Vendor Overview

a. Executive Summary. Describe in clear and concise terms, a summary of your capabilities in providing solid waste services. Provide the name(s) and title(s) of the person(s) who is authorized to represent the proposal and execute a Contract; include mailing address, phone, and e-mail. The summary must be signed, with declaration that 1) Vendor has reviewed the RFP, including any addendum, in full detail; 2) the proposal was prepared without collusion; and 3) the signer of the proposal has the authority to bind the Vendor to decisions impacting the Contract and to execute the final Contract.

b. Personnel. Identify key personnel, including the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as the individuals directly responsible for services provided to the Town. Outline work experience, before and with the current company. Describe education, certifications, and similar. A resume for each personnel member would be sufficient to meet this requirement.

c. Financial Capability. Vendor shall document that it has the financial capability to provide the equipment and resources needed in order to begin services on July 1, 2023. If financial information is not provided with enough detail, the Town reserves the right to request additional information.

1. Document and verify available resources (i.e. cash, capacity through uncommitted line/letter of credit, or other identifiable sources) that can be used for procuring equipment, facilities, and other initial materials and staffing needs.

- a. Verification of available funds may consist of 1) a financial statement confirming a fund balance that will be committed to this Contract or 2) verification from an external source that an acceptable level of credit or resources will be available.

(2) Vendor's Service History, Performance, and References. *Detail relevant experience for past or current local government customers:*

- a. Residential collections of solid waste, recyclables, yard debris, and bulk items. Provide a breakdown per client that sufficiently details size and complexity, such as:
 1. House/customer count
 2. Number of routes/week
 3. Quantity of trucks
 4. Volume of waste (tonnage for solid waste/recyclables/yard debris and number of collections/years for bulk items)
 5. Method of collections, i.e. roll carts for solid waste, bins for recyclables, piles or containers for yard debris, etc.
 - b. Multi-family collections of solid waste, recyclables, and bulk items
 1. Facility/customer count
 2. Number of routes/week
 3. Volume of waste (tonnage for solid waste/recyclables and number of collections/year for bulk items)
 4. Method of collections, i.e. roll cart corrals, dumpsters, etc.
 - c. Commercial collections of solid waste and recyclables, similar to the scale of Southern Pines. The Town of Southern Pines provides solid waste services for small-scale businesses, i.e. maximum of two 95-gallon solid waste carts collected per week in addition to unlimited 18-gallon recycle bins. Any businesses who exceed this threshold must privately contract with their own vendor and typically require a dumpster. Most, but not all, commercial businesses serviced by the Town are located in the downtown district.
 - d. Provide four (4) references of current or recently served public-sector clients. Include the dates of service and the types of services provided.
 - e. Document any past services provided to the Town of Southern Pines, including dates and type of services.
 - f. Service Transition History. Demonstrate past experience with successfully supporting clients in the transition from a different provider to your firm. Provide relevant information on how the transition was managed, including lessons learned that would be applied to this situation. Identify which personnel managed each transition.
 - g. Non-Performance History. Document past performance history by describing in sufficient detail any of the following actions that have occurred within the last five (5) years. Performance history may be limited to North Carolina; if the Vendor has no existing service history within North Carolina, then nationwide performance history must be detailed. Document if there is no history of any of the following actions and provide copies of any orders, judgments, or other documents sufficient for the Town to understand and investigate any criminal or civil actions reported.
 1. Criminal actions against the Vendor pertaining to solid waste services
 2. Civil actions
 3. Losses of service contracts
 4. Claims for bid bonds and/or performance bonds
 5. Liquidated damages against the Vendor related to solid waste services that are \$10,000 or greater in any one year per contract.
- (3) Proposed Scope of Work for Southern Pines: Clearly describe in sufficient detail how the services required in this RFP will be provided for the Town of Southern Pines. The Town is seeking a Vendor who will 1) ensure a high degree of customer service that minimizes the Town's time in managing this contract; 2) provide consistent, quality services to all customers served by the Town; 3) maximize efficiency and cost-effectiveness; and 4) provide services in a manner that do not significantly depart from the current level and

method of service, unless it represents an improvement to the Town and/or customers. Provide your approach in managing the following services for the Town of Southern Pines.

a. Collection Services. Explain the proposed collection services, to include:

1. Primary methods of collection for each type of service (MSW, recycling, yard debris, bulk waste/white goods) and customer (residential, commercial, multi-family), including vehicles used, proposed carts/receptacles, and similar. Provide specific detail on the following:
 - a. The types of vehicles to be used.
 - b. The proposed customer carts/containers, including details on size/volume.
 - c. Estimated number of routes and days of collection per week.
2. Please describe your methodology in accommodating the various conditions and challenges that will be encountered throughout Southern Pines. For example:
 - a. Residential service will be required for gated neighborhoods, townhomes, the “gridded” part of central Southern Pines where on-street parking is prevalent and must be worked around, and similar.
 - b. The majority of the commercial customers are located in the historic downtown “gridded” part of Southern Pines, which contains on-street parking, street furniture, and similar.
3. The location/facility from where vehicles and personnel associated with collection will be based.
4. Requested vendor holiday schedule and the steps that will be taken to make up the collections that fall on the holiday.
5. Describe how you will contact customers in the event that a collection route is unexpectedly delayed, i.e. weather or emergency event, unforeseen circumstances.
6. Describe the process for handling any missed collections that are reported by customers and/or Town staff. Include any relevant notification deadlines, i.e. Vendor will return for a same-day collection if the notification is submitted by X time. With this in mind, if a collection is missed on Friday, the Vendor must return on Saturday (at the latest), rather than waiting until the following Monday.
7. Describe the process for managing and notifying the customer of errors to be addressed, i.e. receptacles include items that cannot be collected, etc.
8. Any other details pertinent to explaining your proposed methods.

b. Disposal Services. Explain the proposed disposal services, to include:

1. Disposal sites for all collections outlined in this RFP.
2. Steps that will be taken to ensure that waste and recyclables collected from Town of Southern Pines customers is not co-mingled with any other customers served by the Vendor prior to disposal.
3. Any other details pertinent to explaining your proposed methods for hauling and disposal.

c. Customer Service. The Town expects and requires that the Vendor will provide a high level of quality customer service to the Town’s customers. Explain proposed plans to maintain customer service and satisfaction throughout the Contract term, to include:

1. Understanding that the transition period immediately following July 1, 2023 will be critical, describe the approach(es) that will be used to handle an expected higher-than-normal volume of customer contacts.
2. Detail where your customer service personnel will be physically located and interacting with

Town customers, i.e. at a vendor facility or a remote location.

3. Detail the days and times that customer service will be available. Town customers must be able to engage with the Vendor's assigned customer service personnel at a minimum from 8:30am to 5:00pm local time, Monday through Friday.
 - a. Please note, the Vendor must resolve all routine contacts that are submitted to the Vendor by either Town staff or a Town customer no later than the close of the next business day.
 - b. Describe the methods in which Town staff or customers will be able to interact with your customer service personnel, i.e. phone, e-mail, text, online chat, website form submittal, or similar. At a minimum, phone and e-mail must be provided and used.
4. Describe the method you will use for reporting customer service contacts and resolutions to the Town.

d. Transition Management. It is critical that the successful vendor plan ahead and take proactive steps to ensure a successful transition to providing services to the Town's customers on July 1, 2023. The Town's goal is that this is as seamless as possible and inconveniences are minimized for both the customers and the Town staff who are involved in managing this Contract.

1. Describe the approach you will take to ensure these goals are accomplished.
2. Identify the proposed timeline and major milestones in the transition, from the date the Contract is awarded until July 1, 2023 when collection and disposal service must begin.
3. If not thoroughly described in section B(3)c above, explain your customer service approach in the period leading up to and immediately following July 1, 2023. We know there will be higher-than-average contacts regarding questions about changes in service, delivery of receptacles, potentially missed collections, and similar. The Vendor must receive and manage these contacts directly.
4. Identify the personnel who will be directly involved in managing the transition and who will serve as key contact(s) for the Town.
5. Identify and describe critical path issues that may present challenges to being ready to provide a full range of services to Southern Pines on July 1, 2023, i.e. ordering vehicles, equipment, and/or receptacles, hiring labor, and similar. Identify solutions or alternatives that will mitigate these challenges.

e. Information Management. Describe your process for recording, managing, and reporting information as requested by the Town for required reporting and other purposes.

f. Organization Chart. Provide an organization chart indicating titles, physical work location, and total number of personnel that would be dedicated to providing services for the Town of Southern Pines. Identify any subcontractors that will be assigned to the Town and describe the specific work to be performed by each subcontractor.

C. RFP TERMS AND FORMALITIES. The following terms, formalities, and conditions shall apply to both the RFP and the proposed Contract to be executed with the successful Vendor.

- (1) Overview. This RFP requires a Proposal that addresses the facilities, labor, materials, equipment, and supplies to perform the Services as specified in this RFP.

This RFP is comprised of the initial RFP and any addenda released before Contract award. All exhibits and addenda released for this RFP in advance of any contract award will be incorporated herein by reference. By submitting a proposal, the Vendor agrees to meet all terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the Town to receive a better proposal, the Vendor should submit a question during the question and answer period. The Town may reject as nonresponsive any proposal making material exceptions or modifications to the RFP.

- (2) General Scope of RFP. This RFP serves two functions: (1) to advise potential Vendors of the Town's needs and expectations and (2) to detail the expected terms of the Contract resulting from this procurement. As such, all terms in the RFP shall be enforceable in the Contract. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions.
- (3) Questions, Corrections, and Addenda to the RFP. All questions regarding this RFP, the Services identified herein, or any request for additional data or information must be submitted in writing by Monday, August 22 at 5:00 PM. All questions must be sent via email to Assistant Town Manager Jessica Roth at jroth@southernpines.net. The Town will review all questions and respond in writing with a document posted on the Town of Southern Pines website www.southernpines.net.
- a. Vendors who submit a notice of intent to propose by email to jroth@southernpines.net will receive any addenda by email as a courtesy. However, the Town will not be responsible for emails that are delayed, not sent, or not received. Each Vendor is responsible for ensuring it has reviewed all RFP Addenda, and the Town is not responsible for technological or other problems that might prevent the Vendor from accessing or reviewing the RFP Addenda that are not the result of the Town's gross negligence.
- (4) Submission Deadline & Requirements. **The deadline to submit a proposal is 2:00 pm EDT on Monday, September 12, 2022.**
- a. Address the proposal as follows: Town of Southern Pines, Attn. Jessica Roth, 801 SE Service Rd., Southern Pines, NC 28387. PROPOSAL: Solid Waste Services.
- b. All proposals must be sealed and physically delivered to the office address listed above on or before the proposal deadline regardless of the method of delivery. Any proposal received after the proposal submission deadline will be rejected and not opened.
- c. Submit one (1) signed, original proposal response form, plus copies of the proposal package (the Vendor's detailed responses and the base cost/fee proposal form) as follows:
1. Five (5) hard copies of the proposal package
 2. One (1) electronic copy of the proposal package in .PDF format on a USB drive.
- (5) Requested Revisions to RFP and Contract. The Vendor may propose suggested revisions to the RFP by submitting them as part of the proposal; they must be clearly marked as requested revisions to the RFP. The Town will review and accept, deny, or modify any proposed revision to the RFP. The Town will not consider material revisions to the Contract after the proposal submission deadline.
- (6) Pricing and Adjustments. The Vendor's pricing, as submitted on the Base Cost/Fee Proposal Form, shall constitute the total cost to the Town for the Vendor to provide solid waste services in accordance with the RFP and resulting contract for the first year of a five-year contract beginning July 1, 2023. Pricing shall include all applicable charges related to handling, administrative, and other similar fees. The Vendor shall not invoice the Town for any amounts not specifically allowed for in this RFP and the Contract.
- a. Consumer Price Index (CPI) Adjustment. On July 1, 2024 and on July 1 of each subsequent year during the Contract term, the unit prices for services and fuel billed to the Town will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, By Detailed Expense Category – Water and Sewer and Trash Collection Services (seasonally adjusted) in the previous calendar year (January 1 through December 31). The adjustment may either increase or decrease the unit rates, depending on the CPI, but in no case will the percentage adjustment be greater than three percent ($\pm 3.0\%$). The CPI adjustment will not apply to any services that are subject to separate inflationary pricing adjustments.
- b. Disposal or processing costs, tipping fees, and similar. The Vendor will be responsible for paying upfront all disposal or processing costs, tipping fees, or similar. The Town will reimburse the Vendor for actual fees paid, upon submittal of original weigh and scale tickets and proof of payment, submitted with the monthly invoice. These fees shall be considered a pass-through expense and will not be subject to any CPI (increase or decrease).

c. Fuel Surcharges and Credits. The Town desires to compensate the Vendor when the actual cost of fuel exceeds an established base cost. Similarly, the Town seeks a credit when the actual cost of fuel is lower than the established base cost. The following conditions will determine the fuel surcharge or credit:

1. The total quantity of fuel necessary for the Town of Southern Pines' contract shall be established and mutually agreed upon after the first month of service, July 1-31, 2023, based upon actual gallons used. The quantity of fuel will be reviewed annually and may be adjusted if mutually agreed by both the Town and the Vendor.
2. The Contract shall establish a Base Cost of Fuel, ***which will be agreed upon by both the Town and the Vendor closer to beginning service on July 1, 2023.*** As an example, if the established base cost is \$4.00/gallon and the established quantity is 10,000 gallons, the base cost of fuel for this Contract is \$40,000/month. On July 1, 2024 and on July 1 of each subsequent year during the Contract term, the Base Cost of Fuel will be adjusted based on the CPI, as detailed above.
3. The Vendor shall invoice the Town monthly under separate line item for fuel. Said amount will be based on the mutually agreed upon fuel quantity and the actual amount paid for fuel in the prior month.
 - a. Fuel Credit. If the actual amount paid is less than the established base cost, the Vendor shall credit the Town for the difference. As an example, using the numbers detailed above, if the actual cost paid for fuel is \$3.60 per gallon, the Vendor will credit the Town a total of \$4,000, representing the difference between the Contract base cost and actual cost.
 - b. Fuel Surcharge: If the actual amount paid exceeds the established base cost, the Vendor shall bill the Town for the difference as a fuel surcharge. As an example, using the numbers detailed above, if the actual cost paid for fuel is \$4.50 per gallon, the Vendor may bill the Town a total of \$5,000, representing the difference between the Contract base cost and actual cost.

d. Extraordinary Rate Adjustment. The Vendor may petition the Town Manager for an adjustment of unit prices on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent Vendor. The Vendor's request shall contain substantial evidence and justification to support the need for the price adjustment. The Town Manager may request from the Vendor, and the Vendor shall provide, all information as may reasonably be necessary, as determined by the Town, to decide the validity of the request. The Town Manager may approve or deny the request, in whole or in part.

e. Adjustments for Changes in Service. The Town shall have the right, at its discretion and following at least 180 days' written notice to the Vendor, to change the frequency of collection services and, in such event, the Vendor agrees to negotiate in good faith with the Town to adjust the price for collection services commensurate with such changes in service level.

- (7) Vendor Due Diligence. Each Vendor who submits a proposal should become fully acquainted with the conditions relating to the scope and restrictions relative to executing the work under the Contract. Each submitting Vendor must thoroughly examine and be familiar with this RFP and all exhibits. It is also expected that each submitting Vendor will obtain information concerning the conditions at locations that may affect its work from the Town or through its own independent assessment; the Town highly encourages each Vendor interested in this RFP to physically visit the Town and the [various areas](#) which currently receive services.

The failure of any Vendor to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with existing conditions, shall in no way relieve the Vendor of any obligations with respect to this RFP. Vendors shall make their own determination as to the conditions under which the services will be provided. Each Vendor shall assume all risk and responsibility and shall complete the work in and under conditions the Vendor may encounter or create, without extra cost to the Town.

- (8) Legal Compliance. The Vendor must comply with all applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Services, as amended from time to time. Said laws, rules, and regulations shall apply to this RFP and the Contract throughout its term and they will be deemed to be included in this RFP and the Contract, as though written out in full in the Contract.
- (9) Non-Discrimination. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin.

Additionally, the Town of Southern Pines is an Equal Opportunity Employer. Disadvantaged Business Enterprises (DBE), Small Professional Services Firms (SPSF), Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), Small Business Enterprises (SBE), and similar are encouraged to submit proposals.

- (10) Modifications to or Withdrawal of a Submitted Proposal. A Vendor may withdraw a submitted proposal only by providing written notice prior to the proposal submission deadline. A Vendor may not withdraw or modify its proposal after the proposal submission deadline.
- (11) Trade Secrets. The Town will maintain confidential trade secrets to the extent allowed by N.C. law, including without limitation North Carolina G.S. § 32-1.2 et seq. Any material labeled as "Trade Secret" indicates the Vendor has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under North Carolina G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret as much as possible. Cost information shall not be deemed a trade secret under any circumstances. Regardless of what a Vendor may mark, indicate or label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with North Carolina G.S. §132-1.2. If a public records request is made for information that a Vendor has marked Trade Secret, the Town will notify the Vendor and give the Vendor five (5) business days to defend the characterization of the requested material. After notice and an opportunity to defend has been given, the Town will decide and communicate that determination to the Vendor. If suit is filed by a requestor and the Town has determined that the material is not a trade secret or that it is unclear whether it qualifies as a trade secret the Town will notify the Vendor and allow the Vendor to defend the trade secret designation at issue in the lawsuit. If the Town determines that the requested information is a trade secret and refuses to release it, the Town will participate with the Vendor in defending any lawsuit filed challenging the determination.
- (12) Prohibited Communications During Procurement. While this procurement is active (from the date the RFP is issued through the date the Contract is awarded), **no Vendor (including representatives, sub-contractors and/or suppliers) may communicate with any Town representative except the designated point of contact: Jessica Roth, Assistant Town Manager.** This includes any communication regarding: the Vendor's proposal or qualifications; another Vendor's proposal, qualifications, or ability to perform the contract; and/or the information that could be reasonably considered as influencing this procurement. The Town may elect to disqualify any Vendor who does not comply with this provision from this procurement, unless the Town Manager determines that the communication was harmless or without intent to influence and that disqualification is not in the Town's best interest.
- (13) Pre-Contract Expenses. In no event shall the Town be liable for any expenses incurred by a Vendor in preparing a proposal or prior to both parties executing the Contract.
- (14) Vendor's Warranties and Representations. By submitting a proposal for this procurement, a Vendor warrants and represents the ability and willingness to complete the following if a Contract is executed with the Town:
- a. Provide a sufficient quantity of qualified personnel who possess the skill and competence consistent with the prevailing business standards in the industry to complete the services outlined in the Contract.
 - b. Furnish the necessary facilities, vehicles, equipment, supplies and materials to fulfill the Contract terms.
 - c. Vendor has the financial capacity to perform the Contract obligations through the full term.

- d. Vendor has no knowledge of being party to an actual or potential legal proceeding that could materially and adversely affect the performance of this Contract.
- e. The Vendor is not prohibited by any contract or court order from entering into this Contract.
- f. Vendor has not and will not enter any agreement with a third party that may abridge any rights of the Town under this RFP or the Contract.
- g. The proposal must remain valid for at least ninety (90) days after the submittal deadline.

D. SELECTION PROCESS

(1) Review Criteria.

- a. The Town intends to negotiate with and award the Contract to the Vendor that submits a proposal which is in the best interest of the Town. This will be a combination of criteria including, but not necessarily, limited to:
 - 1. Experience with similar contracts
 - 2. References and past performance
 - 3. Financial stability
 - 4. Ability to begin service by July 1, 2023
 - 5. The proposed solutions and methodologies for Southern Pines
 - 6. The proposed transition program
 - 7. The quality and completeness of the proposal
 - 8. Overall cost to the Town.
- b. In determining whether proposals should be evaluated or rejected, the Town will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Town's needs as described in this RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Town exercising its discretion to reject a proposal in its entirety.

(2) Disqualification of Vendors. The Town may elect to disqualify a Vendor and reject its proposal from this procurement upon gaining knowledge of any of the following circumstances. This is not intended to be an exhaustive list and other circumstances may be deemed sufficient for disqualification.

- a. Evidence of collusion among vendors.
- b. Perceived lack of competency to fulfill the Contract based on financial statements, experience, availability of equipment, facilities, and/or personnel, or other factors.
- c. Evidence of poor performance in past work and/or default on a contract(s) for failure to perform.
- d. The proposal includes fraudulent information or misrepresents the Vendor's capabilities, experience, or other details that affect the ability to fulfill the Contract.
- e. Conflict of interest by the Vendor or any key personnel assigned to the Contract.

(3) Initial Selection. After the Town Manager has considered all proposals, he, in his sole discretion, will rank the Vendors in the order of their ability to deliver the required level of service to the Town at a fair price. The Town Manager will then begin contract discussions with the Vendor that is ranked highest.

- a. If those discussions are not successful, the Town Manager will begin contract discussions with the Vendor who submitted the next highest ranked proposal.
- b. This process will continue until contract discussions and negotiations have identified the most qualified Vendor.
- c. The Town Manager will then forward that recommendation to the Town Council for award of contract. The Town Council must approve the offer of a contract, though the Town Manager or

his designee will be the prime point of contact during contract discussions with the Vendor.

- (4) Modification of RFP Requirements. In the event that the Town is unable to identify a qualified Vendor who can perform the requested services at a reasonable price, the Town reserves the right to modify the terms of the RFP in an effort to enter a contract that will provide the essence of the Town's requirements at the desired price point.

- a. Additionally, if both the Town and selected Vendor mutually agree, the terms of the RFP may be modified to accomplish cost savings, improved efficiencies, or similar.

E. AWARD OF CONTRACT. The contract between the Vendor and Town will be governed by the laws of the State of North Carolina. Term of Contract. It is the Town's intent to enter into a single, exclusive Contract with the Vendor whose proposal is determined to be in the best interests of the Town.

- (1) Contract Term. The Town intends to enter into a Contract for a period of five (5) years, with an option to renew for one (1) additional five (5) year-term, pending agreement of both parties.

- (2) Vendor Requirements after Contract Execution. The successful Vendor will be expected to perform the following when/after the contract is executed (at a minimum):

- a. Performance Bond. The Vendor must submit a performance bond equal to one hundred percent (100 %) of the first year's estimated contract price at the time the Contract is executed.

1. The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina on a form provided in N.C.G.S 44A- 33(a).
 2. The bond must remain in effect for the duration of the contract period to guarantee the faithful performance of the Contract by the Vendor. A series of annual performance bonds will be acceptable as long as they are delivered to Town at least three weeks before the previous bond expires.
 3. In its sole discretion, in lieu of a performance bond, the Town may accept an irrevocable letter of credit in the same amount. The terms of any irrevocable letter of credit must be approved by the Town Attorney.

- b. Transition Plan. Provide the Town with a Transition Plan no later than thirty (30) days following the Contract execution.

1. The plan shall include a detailed description, including dates, of the Vendor's implementation tasks to providing services to Southern Pines by July 1, 2023.
 2. The Town Manager or his designee must approve the Transition Plan.

- c. Collection Routes Schedule. Provide the Town with schedules of collection routes in no later than May 1, 2023.

1. The routes and schedule must be depicted both on a map and in a text format (list or spreadsheet of addresses).
 2. The Town will provide a list of all addresses to be served for the purpose of creating the collection routes.

- d. Customer Education. The Vendor assist in communicating with customers on the changes taking effect July 1, 2023, i.e. collection routes, collection instructions, and similar. The Transition Plan must detail these efforts and the Vendor will be expected to fulfill these so all customers are informed before their receptacles are delivered and collection activities commence.

- e. MSW and Recycling Receptacles. Purchase and deliver to residential and commercial customers the receptacles and will be used for MSW and recycling. These shall be delivered early enough so that the customers can use these receptacles during the final week of June, since the new Vendor will begin collecting effective July 1, 2023.

- f. Proof of Insurance. Furnish the Town with proof of insurance.

1. Additionally, the Vendor must add the Town of Southern Pines as an additional insured on all

policies and provide proof of such no later than June 1, 2023.

2. The Vendor will be required to maintain in full force and effect employers' liability, workers' compensation, public liability, and property damage insurance, including contractual liability, at all times during the Contract and include the Town as an additional named insured on appropriate policies. The following types of insurance must be maintained for the minimum limits of liability:
 - a. Workers Compensation: Statutory
 - b. Employer's Liability
 - i. \$1,000,000 - each accident
 - ii. \$1,000,000 - disease, policy limit
 - iii. \$1,000,000 - disease, each employee
 - c. Commercial General Liability
 - i. \$1,000,000 – each occurrence
 - ii. \$2,000,000 – aggregate
 - d. Commercial Automobile Liability: \$1,000,000 for each occurrence
 - e. Umbrella Excess Liability - \$5,000,000 for each occurrence

TOWN RESPONSE TO QUESTIONS RECEIVED. Monday, August 22 at 5:00 PM was the deadline for Vendors to submit questions regarding this RFP or a request for additional data or information. The following are the questions received and the Town's response.

Question: Could the deadline for submitting responses be moved to 9/29?

Response: We have heard from vendors that they want as much lead time as possible to order vehicles and similar and they have suggested a timeframe of October for award of contract. The Town wants to receive proposals that allow for enough time to research and confirm fair and reasonable pricing so that we can review each firm's qualifications. The Town agreeable to "meeting in the middle on this request" and moving the submittal deadline two weeks later to Monday, September 12.

Question: Your RFP designates that the MSW, Recycling and Yard Waste routes are all picked up on the same service day. Is that a requirement?

Response: The vendor who currently provides these services picks up both MSW and recycling on the same day each week. Routes are operated Monday through Friday, but an address would have both MSW and recycling picked up on the same day. Yard debris is picked up on the same day, but every other week instead.

The Town is willing to consider alternate schedules, provided the Vendor can communicate the new schedule in a way that minimizes confusion. The Vendor must plan to address this in the transition plan.

ⁱ Note: Modification #1 changed the submittal deadline from August 29, 2022 to September 12, 2022 at 2:00 pm. Similarly, the deadline for submitting inquiries regarding the RFP is changed to Monday, August 22, 2022 at 5:00 pm.

ⁱⁱ Modification #2 confirmed the two questions received from Vendors and the Town's responses and also included some minor administrative edits.

Proposal Submitted By:



**Waste Industries LLC, DBA GFL Environmental
4621 Marracco Dr.
Hope Mills, NC 28348**

Response to:

**Town of Southern Pines
Attn: Jessica Roth
801 SE Service Rd.
Southern Pines, NC 28387**

Proposal : Solid Waste Services

Due Date: 9-12-22 By 2:00 pm

Original



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Tab 5: Requested Revisions for Proposal and Exceptions

TAB 1



3301 Benson Drive, Suite 601 Raleigh, NC 27609

Executive Summary

September 12, 2022

Town of Southern Pines, NC
Jessica Roth
Assistant Town Manager
801 SE Service RD.
Southern Pines, NC 28387

Re: Proposal - Solid Waste Collection Services

Waste Industries, LLC DBA GFL Environmental, is pleased to submit this response to the Request for Proposal (RFP) for Solid Waste Collection Services. GFL further states that the RFP has been reviewed in full detail along with the addendum. GFL agrees with and is capable of providing all of the specifications requested in the RFP along with recommended exceptions as outlined in our proposal. This proposal was prepared by GFL without collusion, and is authorized and signed by Ted Habets, Regional Vice President, who has authority to bind decisions impacting the Contract, and execute a final Contract.

GFL has provided solid waste services in the Carolinas for over 50 years. We are now the fourth largest diversified environmental services Company in North America. GFL takes pride in having provided services for the Town of Southern Pines since 2013. We appreciate the opportunity to submit this proposal and continue providing services to the Town. With our experienced local team, and our vast network of supporting GFL assets located throughout Central and Eastern North Carolina, we can be relied upon to deliver dependable and responsive services into the future.

Thank you for considering our proposal. If I can be of any further assistance, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ted Habets', is written over a horizontal line.

Ted Habets, Regional VP

GFL Environmental

3301 Benson Drive, Suite 601

Raleigh, NC 27609

(800) 207-6618 Ext. 32428 | (C) 843-241-0162

Ted.Habets@gfienv.com | www.gfienv.com

Key Personnel



PATRICK DOVIGI

Founder and CEO

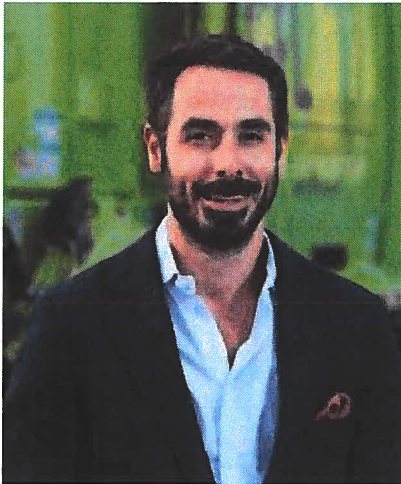
Patrick is the Founder, President and CEO and Chairman of the Board of Directors of GFL. In 2007, Patrick had a vision to create a company that is a "one –stop shop" provider of environmental solutions. Since then, drawing on the discipline he learned in his earlier hockey career, Patrick has driven GFL to become the fourth largest environmental services company in North America. Patrick has instilled an entrepreneurial culture in GFL's leadership team with a focus on operational excellence, sustainability and safety as core values. In 2017, he was recognized by Waste360 with a Top 40 under 40 award, and in the EY Entrepreneur of the Year TM Ontario Awards, as Entrepreneur of the Year in the Power & Utilities Sector. In addition to being a regular supporter of charities supporting local family and health initiatives, in 2019 he contributed \$5 million to help create the Dovigi Family Sports Medicine Clinic, a first of its kind sports medicine research and care facility pro support to individuals with sports-related injuries. Patrick currently serves on the board of directors of the Environmental Research & Education Foundation (EREF) and the Toronto General & Western Hospital Foundation.



GREG YORSTON

Executive Vice-President and Chief Operating Officer, Solid Waste

Greg was appointed GFL's Chief Operating Officer, Solid Waste, in November 2018. With an extensive leadership and operations background, he brings almost three decades of experience working in the waste industry. He previously served as President and Chief Operating Officer of Waste Industries, having joined the company in early 2013 as Senior Vice-President of Operations. Prior to this, he was a senior leader with Waste Management for almost 15 years, including two years as Corporate Vice-President of Operations and Business Solutions, and 12 years as an Area Vice-President with full responsibility for collection, recycling and landfill disposal services.



LUKE PELOSI

Executive Vice-President and Chief Financial Officer

Luke joined GFL as Director, Mergers & Acquisitions in January 2015, became Executive Vice-President, Corporate Development in October 2016 and was named GFL's Chief Operating Officer on January 1, 2018. In October 2018, he was appointed GFL's Chief Financial Officer. Luke has 15 years of financial management experience with a focus on financial analysis, mergers and acquisitions and general corporate finance. Prior to joining GFL, Luke was a Director in the Deal Advisory group of KPMG LLP where he provided due diligence services to Canadian private equity market investors. Prior to that, Luke worked in KPMG's Complex Accounting group. Luke is a Chartered Professional Accountant and holds a Bachelor's Degree in Commerce from Concordia University.



Ben Habets
Area Vice President

Ben joined the Company in 2005. Since 2014 he has served as Region Manager for portions of North Carolina, Virginia and Tennessee. He held various management positions throughout the Company. Ben holds a B.A. and Master's in Economics from North Carolina State University and has over 18 years in the Solid Waste Industry. Ben is the Area Vice President for the East US Area of GFL's footprint. He reports directly to our COO.



Ted Habets
Regional Vice President

Ted joined the Company in 2002 as the Operations Supervisor of the Graham, NC branch. In 2003, He relocated to Greenville/Spartanburg, South Carolina as the General Manager of our operations in the Upstate of South Carolina. In 2004, he became General Manager of our Atlanta, GA operation and subsequently, our Myrtle Beach, South Carolina operation in 2006. In 2009, Ted relocated to the Fayetteville/Sandhills, NC area and took on the role of Division Manager of our South Carolina and Fayetteville, NC branches. Ted also served as General Manager of our Fayetteville/Sandhills branch and retains an office there. Currently, Ted is Regional Vice President over South Carolina and Southeastern North Carolina including the Fayetteville, North Carolina area. Ted is a graduate of North Carolina State University and has a BS in Business Administration.



Jeremy Freeman
General Manager

Jeremy joined the Company in 2008 as the Outside Sales Representative for the Fayetteville, NC branch. In 2010, he entered the Waste Industries Management Development Program and subsequently was promoted to Operations Manager for the Fayetteville, NC Branch. In April of 2018, Jeremy was promoted to General Manager of the Fayetteville, NC Branch and reports directly to Ted Habets Regional Vice President. Jeremy is a 2004 graduate of Campbell University with a BS in Business Administration and is also a former United States Marine.

Financial Capability

GFL, Environmental Inc. has the financial capability of providing the equipment and resources to begin services on July 1, 2023. We have provided a copy of our Annual Report as documentation. If additional information is needed you may contact our Financial Analyst Carol Dalton at Carol.Dalton@gflenv.com or visit our website www.gflenv.com.

TAB 2



Company Service History

GFL is at the forefront of solid waste management innovation and technology with many product lines in the industry. GFL was founded in 2007 and provides innovative, cost-effective solid waste solutions for our customers. By not taking the easy way out, by standing on our principles, we have earned our customers' trust and the industry respect. We take pride in the essential services that our productive, safe, and loyal workforce provides each day, and we are part of the vital infrastructure in the communities we serve. From collection, disposal, recycling and waste reduction, our business is servicing others. We look forward to continuing our tradition of service that is responsive to our customers, to our community, to our co-workers and sensitive to the community/environment around us. We are built on service, fueled by growth, and driven by performance. We are part of everyday life.

GFL represents a wide range of residential and commercial projects. We provide residential and commercial services under exclusive franchise agreements to more than 150 contracts in the Southeast Region of GFL. We have a long history and successful track record of exceptional Municipal contracts, residential and commercial services. In addition, we own and operate multiple landfills and transfer stations.

All locations are staffed with employees that are drug screened along with criminal background checks performed before hiring. Safety is a company culture that is top priority at all branches. We are committed to providing a clean, environmentally safe, and cost-effective solution to solid waste is backed up by a dedicated team of drivers, office personnel, technicians, engineers, and managers. Our philosophy is emphasizing change and performance is the foundation for our company's continued growth and success.

Sustainability is fundamental to GFL. We strive to provide accessible, cost-effective environmental solutions to our customers and the communities we service to allow them to be Green for Life. Aligned with this purpose, we have made significant investments in new technology and in the innovation of existing management and operating processes. These investments reflect our commitment to providing sustainable environmental solutions and are also value-enhancing initiatives for our business.

Our goal is to be recognized as a leader in driving sustainable solutions. In support of this initiative, GFL is developing a three-year plan to further identify and embed sustainable management initiatives into our operations. We strive to continuously

enhance our management systems and strengthen our team with individuals that are empowered to identify and implement sustainable environmental solutions that enhance our return on capital, drive growth, and to continuously improve:

- employee and community engagement,
- environmental responsibility,
- health and safety, and
- diversity in our workplace.

Experience:

GFL Environmental Inc. is the 4th largest Solid Waste Management Company in North America employing more than 18,000+ hard working men and woman. GFL not only provides residential, multifamily, and commercial solid waste collection services, GFL is also the only diversified environmental service company in North America offering services in solid waste management, liquid waste management and infrastructure development. More specifically, we believe that by providing safe and accessible solutions, we will encourage greater environmental responsibility and allow our current and future customers and the communities we serve to be Green For Life! The following information will provide an overview of our services and facilities.

GFL specializes in the following operations and programs:

- ✓ Curbside Organics Collection and Composting – 15 Organics Facilities
- ✓ Recycling Collection and Processing (MRF's) – 28 Facilities
- ✓ Landfill Operations – 88 Facilities
- ✓ Transfer Stations – 150 Facilities
- ✓ Sustainability Practices – 75 Liquid Waste and 11 Soil Remediation Facilities
- ✓ Residential and Commercial Collection Operations – 195 Facilities
- ✓ Community Giving – The Full Circle Project
- ✓ Industrial and Commercial Solid Waste Collection

As you can see, GFL is uniquely equipped to handle practically any environmental or infrastructure challenge. Whatever the requirements, we are committed to work with our current and future communities in which we serve to develop the right solutions for their specific needs. In addition to our rigorous safety standards, GFL operates to the highest degree of environmental and regulatory compliance. We maintain all necessary authorizations from local, state, and federal authorities to deliver our broad range of environmental and industrial services. One of the keys to our success lies in the diversity of our services. GFL is dedicated to providing our customers with a full-service 'one-stop-shop' that delivers integrated solutions traditionally supplied by multiple service providers from one efficient source. We are truly driven to support the environmental goals of our current and future communities in which we serve which ultimately creates a brighter future for all of us!



References

GFL currently provides services for more than 250 municipal customers in North Carolina alone. This \$108 million dollars of annual revenue represents Counties, school systems, Cities and Towns. Please find listed below references which represents Residential, Multi-family and commercial services similar to Southern Pines. We can provide additional information upon request.

Columbus County, NC – *Countywide Curbside Residential Solid Waste Service*

- 18,377 homes with Front-End Dumpster, Roll-Off and Transfer Station Operation
- 2016-present
- Eddie Madden, Columbus County Manager: (910) 640-6630
111 Washington Street
Whiteville, NC 28472

Brunswick County, NC – *Countywide Curbside Residential Solid Waste Service*

- 90,330 homes with Front-End, Roll-Off, Sites, Transfer Station Operation
- 1996-present
- Steve Stone, Deputy County Manager: (910) 253-2016
PO Box 249
Bolivia, NC 28422

City of Sanford, NC – *Curbside Residential Solid Waste and Recycle Service*

- 9,046 homes with Front-End and Roll-Off
- 2013-present
- Hal Hegwer, City Manager: (910) 777-1110
PO Box 3729
Sanford, NC 27331

Town of Elizabethtown – *Curbside Residential Solid Waste, Recycle, City wide Dumpster service*

- 3,000 homes with Front-End and Roll-Off
- 2013-present
- Dane Rideout, City Manager: Sylvia Campbell, Mayor (910) 862-2066
805 West Broad Street
Elizabethtown, NC 28337

Columbus County

ADMINISTRATION

TELEPHONE
910-640-6630



TELEFAX
910-640-1654

September 9, 2022

In Re: Letter of Support for GFL Environmental

To Whom It May Concern:

GFL Environmental has provided trash collection services for Columbus County since 2017. We have a great working relationship with all of the company representatives. The General Manager for our County is great to work with and he and his staff have always provided excellent customer service to our residents and staff.

Please feel free to contact me should you need any additional information.

Sincerely,

Eddie Madden, Manager
Columbus County



Solid Waste Department
P.O. Box 2773 (Mailing)
200 Alexander Drive (Physical)
Lillington, NC 27546
910-814-6156

To whom it may concern,

GFL has provided services for Harnett County for 15+ years. They have serviced our facilities by providing multi pickups per week as well as provide hauling and disposal from our Transfer Stations at both landfills. We are more than satisfied with the service and professionalism of GFL.

Sincerely,

A handwritten signature in blue ink, appearing to read "C.C. Beane", is written over a horizontal line.

Chad C. Beane
Harnett County Solid Waste Director



Services provided to Town of Southern Pines

GFL has provided contracted services with the Town since 2013 / present .
Services provided to residents and a small number of commercial businesses with the collection and disposal of solid waste, recycling, yard debris, and bulk items.



Service Transition History

GFL has considerable local experience with contract start-ups associated with residential, multi-family, and commercial/industrial customers. Examples include Sanford, NC; Broadway, NC, Elizabethtown, NC and Columbus County, NC. These equated to approximately 27,000 total homes with multiple services. Additional recent examples include the City of Whiteville and the City of Rolesville.

In all situations, we had a plan in place so that equipment would be delivered on time and service provided efficiently. In all cases, we had knowledgeable leadership and an execution plan in place that involved multiple teams within our organization. For example, we utilize our GIS department to optimize routing and our marketing department for notifications and communication to the residents.

Some lessons learned and applied related to transitions:

- Have extra cart/ dumpster inventory available at local business unit
- Have back up lease options for Rental Trucks available
- Have an Emergency Support and Deployment program for companywide access to additional employees/assets if assistance is required.

Ted Habets, Regional Vice President, assisted with all contracts listed above and will continue to support the Town of Southern Pines.

Jeremy Freeman, General Manager, will continue to be directly responsible for day-to-day execution of the Town of Southern Pines contract.

Jennifer Rackley, Govt. Contracts Manager, will be an addition resource available to the Town of Southern Pines .

Non-Performance History

GFL has no history of non-performance as described in Sec (2) g. of the RFP

TAB 3



Proposed Scope of Work

Services Offered

Option 1

- Weekly curbside trash collection with 95-gallon cart
- *Every-other-week* curbside recycle collection with 95-gallon cart
 - o Trash and Recycle will be collected with automated trucks
- Loose yard waste collection provided every-other week. Same as current.
 - o GFL to provide the service. No subcontractor.
- Bulk and White Goods – Provided as-needed by resident request. Same as current.
- All services to be provided on the same day of week at each residence according to our current collection schedule – Monday- Friday.
- Commercial and Multi-Family services and schedule to be provided same as current.

Option 2

- Weekly curbside trash collection with 95-gallon cart
- *Weekly* curbside recycle collection with 95-gallon cart
 - o Trash and Recycle will be collected with automated trucks
- Loose yard waste collection provided every-other week. Same as current.
 - o GFL to provide the service. No subcontractor.
- Bulk and White Goods – Provided as-needed by resident request and billed per pick up. Same as current.
- All services to be provided on the same day of week at each residence according to our current collection schedule – Monday- Friday.
- Commercial and Multi-Family services and schedule to be provided same as current.

Types of Vehicles

(3) 2023 Labrie Automizer 29y Automated Side Loading trucks for Trash and Recycle Collection

(3) 2023 Petersen TL3 Grapple Trucks for Yard Waste and Bulk Collection

All new trucks dedicated to Southern Pines. (See brochure for new trucks with specifications that provide great access to downtown areas).

At this time, new truck deliveries can be made by July 2023; however, we have access to rental equipment should there be any delays.

Routing and Service Delivery:

All services we will be provided according to our current service schedule within the Town of Southern Pines.

- 2 Automated Trash Routes/2 Drivers – Monday –Friday
- 1 Automated Recycle Route/ 1 Driver – Monday – Friday
- 2 Yard Waste/Bulk Routes/ 2 Drivers – Monday – Friday. We will deploy a 3rd truck in peak seasons.
- 1 Commercial/Multi Family Route/ 1 Driver – Monday – Friday
- 1 Lead Driver/Route Supervisor in field pickup truck

Carts / Containers

All containers provided for trash and recycle services will be 95-gallon carts. With the use of automated collection trucks, 18-gallon bins or other smaller containers will not be provided.

- Existing GFL/WI provided 95-gallons trash carts provided during our first contract term will not be replaced.
 - We will replace or fix existing carts that are damaged on an as-needed basis.
- Residents who currently use personal trash containers will receive a new 95-gallon cart.
- All residents will receive a new 95-gallon recycle cart.

New Container Delivery – We will utilize a 3rd party vendor to deliver new 95-carts during June 2023.

GFL Location/Facility

4621 Marracco Drive, Hope Mills, NC 2843

This is our local hub for Customer Service, Vehicle Maintenance and Truck/Container storage.

Customer Service and Reporting

Hours:

Monday-Friday – 8:00am to 5:00pm

Holidays Observed: New Year's Day, Thanksgiving, Christmas.

Holidays Schedule. In the event that we run behind due to a holiday, services will be delayed by one day for any customer whose collection day falls after the holiday.

In the event that routes run behind (for example weather related delays), GFL will notify the Assistant Public Works Director so that the town can notify residents via email, text or phone via the Code Red communication system.

Unacceptable waste items placed at the curb will be marked with a carbon copy tag as notification. A copy of each tag will be provided to the Town's Public Works Department.

Any reporting required by the Town will be provided on a monthly basis by our local team. Reports could include monthly invoicing, bulk collections, unacceptable waste streams, customer service contacts and tonnages collected.

Disposal Sites

We have access to 3 alternate disposal sites for the execution of this contract.

Moore County Transfer Station
645 Turning Leaf Way
Aberdeen, NC 28315

GFL Fayetteville Transfer Station
583 Winslow Street
Fayetteville, NC 28301

Sonoco Recycling
111 S Rogers Ln
Raleigh, NC 2761

Transition

Our goal will be to execute as seamless of a transition as possible by continuing to provide the exact same service schedule that is in place now. By doing so, the only significant changes that will take place from the resident's perspective are the delivery of new containers and the conversion to curbside collection.

Educational Material

We will provide 2 forms of communication to assist with educating residents on the transition to curbside collection.

1. We will provide the Town with an informational invoice "stuffer" that can be printed and included with the Town's monthly water bill in the months leading up to July 1, 2023.
2. We will attach an informational "hanger" on each of the new 95-gallon recycle carts that are delivered during the month of June 2023.

Our expectation is that all other communication explaining upcoming service level changes comes from the Town through methods deemed necessary.

Our local customer service team will be prepared to assist and explain service levels changes to residents that call our office.

We will provide the Town with detailed container "not-out" lists during the first 2 weeks of July 2023 so that the Town can gauge the curbside-conversion success rate and validate actual missed pick-ups.

Building up to July 1, 2023, our local team will provide the Town with monthly updates regarding new truck/container delivery timelines and obtain approval of the informational literature we will provide for cart hangers and water bill stuffers.

Organizational Structure of team directly responsible for managing day-to-day operations in Southern Pines:

Jeremy Freeman – General Manager

Lance Edwards – Operations Manager

Joseph Bush – Residential Operations Supervisor

Jannie Revels – Office Administrator

Franzine Holly – Lead Driver/Route Supervisor

7 – Route Drivers



AUTOMIZER™

 **labrie**



ZERO GRAB

The Automizer Right-Hand™ stop-and-go operation is quick, simple and effective. The zero grab, low swing out Right-Hand™ arm is smooth to operate in narrow alleys and tight spaces.

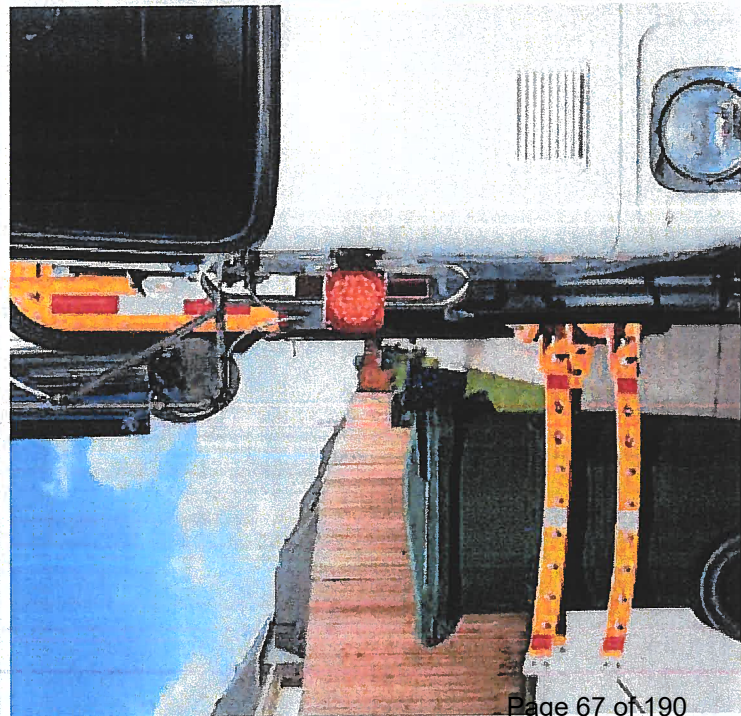
EXTENDED REACH

On a 100% automated route, you need to have equipment that can reach its target. The Automizer Right-Hand™ can extend up to 12 feet and lift a 1,000-lb load. This design is simple yet effective, making the entire operation smooth and steady. Maneuvering around parked cars has never been simpler.



HEAVY-DUTY ARM

Our heavy-duty arm was designed to address special lifting needs including 300-gallon and 1,100-liter containers. Our simple design relies on chains that are twice as strong to reduce stretching and premature failure. Our low mass-in-motion concept relies on a smart inline design, therefore the arm doesn't need to be overbuilt or reinforced to compensate for torsional stress, unlike offset designs.



TAB 4

Attachment A: Dumpsters at Multi-Family and Commercial Complexes and Collections for Town Facilities

Customer	Street No.	Street	Dumpster Quantity	Dumpster Size (Yards ³)	Current Collections Per Week (estimated)	Current Collections Per Month (estimated)	Current Yards ³ (estimated) Per Month	Current Tonnage Per Month (estimated)	Qty. of Recycling Carts at Same Location
Hunters Glen Apartments	1655	Central Dr	3	8	1	15	120	5.16	0
Cypress Creek Condo		Cypress Circle Road	3	8	1	16	128	5.504	0
Cypress Creek Condo		Cypress Circle Road	1	4	1	5	20	0.86	0
Greenmont Apartments	100	Dean Avenue	2	6	1	10	60	2.58	3
Greenmont Apartments	100	Dean Avenue	1	8	1	5	40	1.72	1
May Street Meadows Apts	255	E Delaware Ave	1	4	1	5	20	0.86	2
Park Place	100	E New Hampshire Ave	1	8	2	9	72	3.096	1
Broad St Trails	101	E Rhode Island Ave	1	8	1	5	40	1.72	2
Elks Ridge Apartments	10	Elks Ridge	2	6	1	8	48	2.064	2
Longleaf Cottages	10	Knoll Road	1	8	2	9	72	3.096	3
Timberlane Apartments	190	Murray Hill Rd	2	6	1	10	60	2.58	1
Longview Apartments		Murray Hill Rd	1	6	1	4	24	1.032	1
Timberlane Apartments	190	Murray Hill Rd	2	8	1	10	80	3.44	1
Market Square	471	N Ash St	1	4	1	5	20	0.86	1
Broad Street Apartments	565	NE Broad Street	1	4	1	5	20	0.86	1
Knollwood Apartments	800	North Leak St	2	8	1	10	80	3.44	2
Ice Cream Shop	176	NW Broad St	1	8	3	13	104	4.472	0
Mid South Club	610	Palmer Dr	1	8	1	4	32	1.376	1
Hunters Ridge	151	Pine Branch Ct	1	6	1	5	30	1.29	0
Hunters Ridge	173	Pine Branch Ct	1	6	1	5	30	1.29	0
Highland Apartments	1650	Richard St	4	8	1	17	136	5.848	2
Canaday Square	185	S Bennett St	1	6	1	5	30	1.29	1
Sandy Pines MHP	160	Sandy Pine Ln	1	8	1	4	32	1.376	4
Austin Ridge	300	Saunders Blvd	2	8	1	10	80	3.44	0
Brookside Apartments	591	Shaw Ave	8	8	1	40	320	13.76	0
Talamore Apartments	48	Talamore Rd	2	8	2	18	144	6.192	5
Creston Commons	555	Talmdage Way	2	8	1	8	64	2.752	2
Creston Commons II	555	Talmdage Way	2	8	1	8	64	2.752	2
Tanglewood Apartments	101	Tanglewood Dr	2	8	1	8	64	2.752	4
Grey Ridge Apts	400	W Illinois Ave	1	8	1	5	40	1.72	2
Pinebrooke Apartments	401	W Illinois Ave	2	8	1	10	80	3.44	2
Totals			56			291	2154	92.622	46

Attachment A: Dumpsters at Multi-Family and Commercial Complexes and Collections for Town Facilities

Town Facility	Street No.	Street	Quantity	Dumpster Size (Yards ³)	Current Collections Per Week	Current Collections Per Month	Current Yards ³ Per Month	Current Tonnage Per Month	Qty. of Recycling Carts at Same Location
Downtown Street Cans			32	Cans	1				
Downtown Street Cans			31	Cans	2				
Finance Building	180	SW Broad St							2
Library	170	W Connecticut Ave							2
Douglass Community Center	1185	W Pennsylvania Ave	1	8	2	9	72	3.096	2
Fire Station #2	7850	Central Dr	1	4	1	5	20	0.86	1
Henley Street Site		Henley St	1	30	2	8	240	10.32	0
Police Station	450	W Pennsylvania Ave	1	8	1	4	32	1.376	4
Public Works Complex	140	Memorial Park Ct	1	8	2	8	64	2.752	1
Reservoir Park	300	Reservoir Park Dr	1	6	1	5	30	1.29	0
Southern Pines Rec Center	130	Memorial Park Ct	1	4	2	8	32	1.376	3
Totals			7				490	21.07	11

ATTACHMENT B: TOWN OF SOUTHERN PINES

REQUEST FOR PROPOSALS (RFP)

SOLID WASTE COLLECTION SERVICES

PROPOSAL RESPONSE FORM

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF SOUTHERN PINES FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: Waste Industries LLC, DBA GFL Environmental Inc.

ADDRESS: 3301 Benson Drive Suite 601

Raleigh NC

ZIP 27609

PHONE: 800-207-6618 Ext.32428 | C 843-241-0162

Ted.Habets@gflenv.com

EMAIL

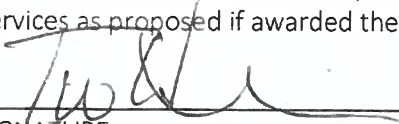
Ted Habets

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

Regional Vice President

TITLE

I, the authorized representative set forth above hereby present this proposal to the Town of Southern Pines on behalf of the firm set forth above. I hereby certify that the information provided in the proposal is accurate and agree to provide the services as proposed if awarded the contract.



SIGNATURE

Ted Habets

PRINTED NAME

9-12-22

DATE

BASE COST / FEE PROPOSAL FORM

Vendors Name: Waste Industries LLC, DBA GFL Environmental Inc.

Unit prices shall be rounded to the nearest cent and shall include the price to be billed to the Town for collection and hauling to the disposal site. Actual disposal costs shall be invoiced directly to the Town for reimbursement, unless otherwise notes. The Town makes no guarantee as to the number of units to be serviced. Prior to the start of service on July 1, 2023, a mutually agreed upon final unit count will be established.

Residential Service to Homes		
Category	Description/Notes	Cost Per Unit Per Month
Weekly Curbside MSW Collection for residential homes served by a 95-gallon cart(s). 52 collections/year/unit.	Cart(s) provided by Vendor.	Price for 1st cart collected \$ 11.89
		Price for 2 nd cart collected at same address. \$11.89
Weekly "backdoor" MSW Collection for residential homes served by a 95-gallon cart(s), where a disability waiver has been approved by the Town. 52 collections/year/unit.	Cart(s) provided by Vendor.	Price for 1st cart collected \$11.89
		Price for 2 nd cart collected at same address. \$11.89
Curbside Recycling Collection for residential homes.	Cart(s) or bin(s) provided by Vendor. Provide pricing for collection every week (52 collections/year/unit) and every other week (26 collections/year/unit). Town will choose collection schedule for Contract.	Price for weekly collection \$7.25 (95 gal cart)
		Price for collection every two weeks \$4.69 (95 gal cart)
Yard Debris Collection for residential homes every two weeks (26 collections/year).	Collection of loose piles at the curb.	\$ 10.10
	Collection from a curbside container, which is provided by the Vendor	\$ N/A
	Collection from a curbside container, which is provided by the Customer.	\$ N/A
Collection of bulk items and white goods for residential homes on an as-need basis as requested from the resident.	Collection per unit/per month	\$N/A
	Pricing per actual collection.	\$20.00
	Annual pricing to cover all residential homes and collections that are made, regardless of actual quantity or frequency.	\$N/A

Commercial Service			
Category	Description/Notes	Cost Per Unit Per Month	
Weekly Curbside MSW Collection for businesses served by a 95-gallon cart(s). 52 collections/year/unit.	Cart(s) provided by Vendor.	Price for 1st cart collected	
		\$ 13.50	
		Price for 2 nd cart collected at same address.	
		\$13.50	
Curbside Recycling Collection for commercial businesses. 52 collections/year/unit.	Cart(s) or bin(s) provided by Vendor.	Price for weekly collection	
		\$10.00(95 gallon cart)	
Multi-Family Residential & Dumpster Service			
Category	Description	Cost Per Unit Per Month	Rental Fee Per Dumpster Per Month)
Commercial and/or Multi Family Trash Dumpsters & Recycling Carts Collection prices shall be equal whether customer already owns a dumpster, rents from the Vendor, or purchases a dumpster from the Vendor. The Vendor shall provide the 95-gallon recycling carts to the customer, from either a corral or central collection area. The price of the recycling carts and collection (on the same schedule as the dumpsters) shall be included in the pricing of the dumpster collection.	4 cubic yard dumpster plus associated 95-gallon recycling carts	\$40.54 for 1 collection/week	\$N/A to rent per month OR \$N/A to purchase
		\$81.09 for 2 collections/week	
		\$121.63 for 3 collections/week	
	6 cubic yard dumpster plus associated 95-gallon recycling carts	\$60.79 for 1 collection/week	\$N/A to rent per month OR \$N/A to purchase
		\$121.58 for 2 collections/week	
		\$182.36 for 3 collections/week	
	8 cubic yard dumpster plus associated 95-gallon recycling carts	\$81.07 for 1 collection/week	\$N/A to rent per month OR \$N/A to purchase
		\$162.13 for 2 collections/week	
		\$243.20 for 3 collections/week	

TAB 5

GFL Environmental – Requested Revisions For Proposal – Clarifications, Modifications and Exceptions

Scope of services offered:

Option 1

- Weekly curbside trash collection with 95-gallon cart
- *Every-other-week* curbside recycle collection with 95-gallon cart
 - o Trash and Recycle will be collected with automated trucks
- Loose yard waste collection provided every-other week. Same as current.
 - o GFL to provide the service. No subcontractor.
- Bulk and White Goods – Provided as-needed by resident request. Same as current.
- All services to be provided on the same day of week at each residence according to our current collection schedule – Monday- Friday.
- Commercial and Multi-Family services and schedule to be provided same as current.

Option 2

- Weekly curbside trash collection with 95-gallon cart
- *Weekly* curbside recycle collection with 95-gallon cart
 - o Trash and Recycle will be collected with automated trucks
- Loose yard waste collection provided every-other week. Same as current.
 - o GFL to provide the service. No subcontractor.
- Bulk and White Goods – Provided as-needed by resident request and billed per pick up. Same as current.
- All services to be provided on the same day of week at each residence according to our current collection schedule – Monday- Friday.
- Commercial and Multi-Family services and schedule to be provided same as current.

Backdoor Service provided to residents that are physically unable to bring their cart to the curb and do not live with someone who can, which will be verified by a doctor's signature. Backdoor participation not to exceed 3% of total house count.

Yard Waste – Residents of Mid South, National Golf Club and Paddock Lane (Longleaf) may place their debris in a container at the curb rather than a loose pile; said container provided by the customer. All other yard waste will be collected loose at the curb.

Carts / Containers

All containers provided for trash and recycle services will be 95-gallon carts. With the use of automated collection trucks, 18-gallon bins or other smaller containers will not be provided.

- Existing GFL/WI provided 95-gallons trash carts provided during our first contract term will not be replaced.
 - o We will replace or fix existing carts that are damaged on an as-needed basis.
- Residents who currently use personal trash containers will receive a new 95-gallon cart.
- All residents will receive a new 95-gallon recycle cart.

Disposal

Residential MSW disposal, recycle processing and yard waste tonnage will be billed at the actual rate per ton charged at the Moore County, NC Transfer Station. The rates charged to the Town by GFL will adjust according to rate changes imposed by Moore County.

Commercial tonnage charged to the Town by GFL will be calculated using our current method. 86 pounds per yard multiplied by actual yards collected per month equals tons.

Commercial disposal will be billed at the actual rate per ton charged at the Moore County, NC Transfer Station. The rates charged to the Town by GFL will adjust according to rate changes imposed by Moore County.

Roll Off dumpster services described on Page 6 of the RFP under section named "Other Services Provided to the Town" are not included in the cost to perform services in the per unit pricing in Attachment B. Roll Off services will be provided according to the following rate schedule:

Haul and Empty - \$250.00 per haul

Disposal – Charged per ton according to Moore County Transfer Station's actual rate

Container Rental - \$125.00 monthly per container

The cost of servicing (11) Recycle carts, 63 streets cans, small animal remains in the "Other Services Provided to the Town" is included in our unit pricing.

Missed Collections will be resolved on the same-day if notification is submitted before 1:00pm. If notification is received after 1:00pm, we will return the following day. Missed collection notifications received after 1pm on Fridays will be collected the following Monday.

Consumer Price Index Adjustments will be adjusted based on actual percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, By Detailed Expense Category – Water and Sewer and Trash Collection Services (seasonally adjusted) without a percentage cap.

Transition Educational Material – We will provide 2 forms of communication to assist with educating residents on the transition to curbside collection.

1. We will provide the Town with an informational invoice "stuffer" that can be printed and included with the Town's monthly water bill in the months leading up to July 1, 2023.
2. We will attach an informational "hanger" on each of the new 95-gallon recycle carts that are delivered during the month of June 2023.

Our expectation is that all other communication explaining upcoming service level changes comes from the Town through methods deemed necessary.

Our local customer service team will be prepared to assist and explain service levels changes to residents that call our office.

We will provide the Town with detailed container "not-out" lists during the first 2 weeks of July 2023 so that the Town can gauge the curbside conversion success rate and validate actual missed pick-ups.

Our proposal assumes all services outlined in the RFP are included in the contract.



gflenv.com



SOLID WASTE CONTRACT: SUMMARY OF RFP RESULTS & ANALYSIS

September 26, 2022

— TOWN OF —
SOUTHERN PINES
— NORTH CAROLINA —



TIMELINE FOR NEW CONTRACT



AUGUST 1,
2022

RFP released

SEPTEMBER 12,
2022

Proposals due.
Responses received
from:

- GFL (proposal)
- Republic (no bid)

OCTOBER TO
NOVEMBER
2022

Negotiate & award
contract.



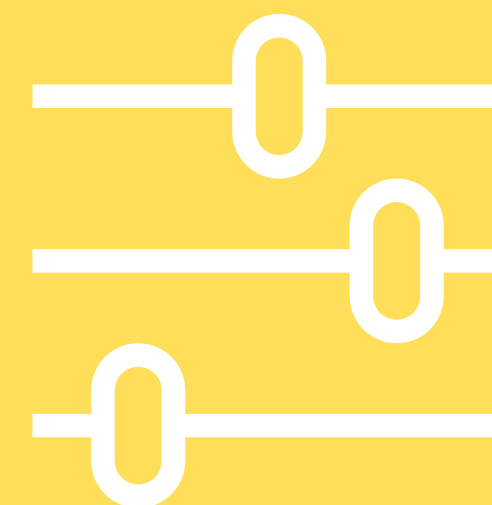
JULY 1, 2023

New contract
term begins

WHAT WE CAN IMPROVE OR MAINTAIN!!

- Annual CPI adjusts to category for water, sewer, trash
- New trucks & curbside collection --> improved consistency
- New 95-gallon recycling carts
- Same vendor --> minimal customer disruption & staff oversight
- No changes to collection day
- Yard debris collection provided by GFL staff, not contractors
- No service changes to customer for yard debris & bulk items
- Downtown street cans included in unit pricing

- Change from backdoor to curbside garbage collection
- Evaluate 1 garbage cart as the standard service
- Recycling volume will no longer be unlimited
- Recycling bins --> 95-gallon carts
- Evaluate recycling collection: weekly vs. biweekly
- Cost increases for collection. Disposal rates are a pass through & not included in this discussion.



WHAT WE NEED TO ADJUST



- Backdoor collection for all who desire
- Weekly collection of 2 carts



- Unlimited 18-gallon bins
- Weekly collection at curb



- Bi-weekly yard debris collection
- 3 cubic yard pile



- On-call bulk collections
- Other miscellaneous services
- Subsidized by Town - not billed

RESIDENTIAL SERVICE DELIVERY WITH CURRENT CONTRACT

\$9.77



- Backdoor collection
- Weekly collection of 2 carts

\$3.33



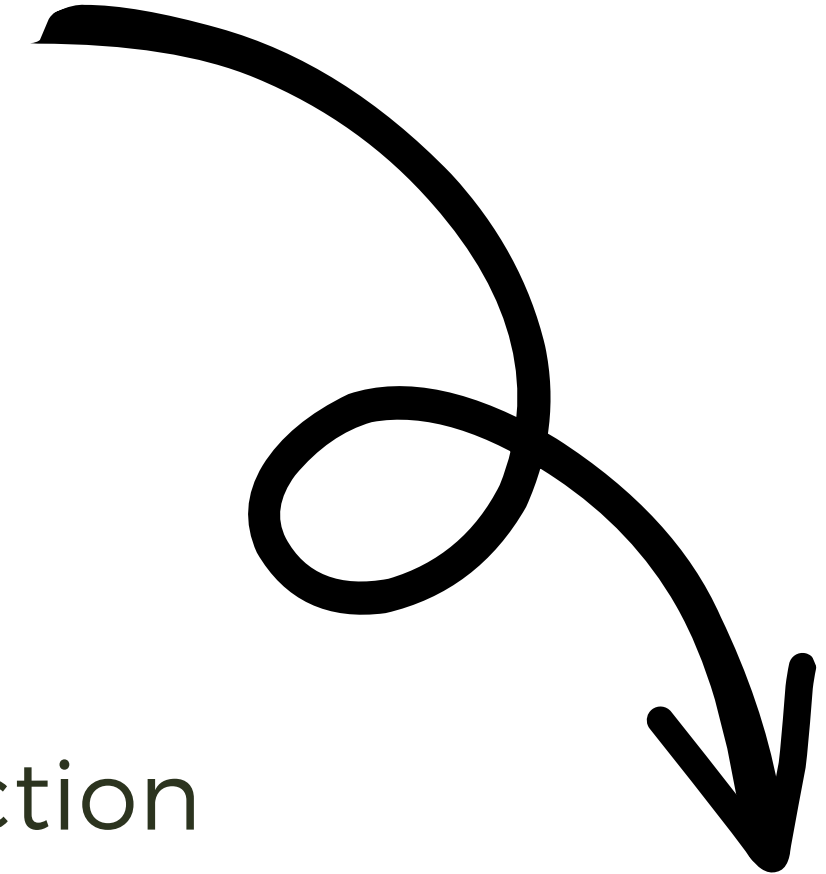
- Unlimited 18-gallon bins
- Weekly collection at curb

\$7.68



- Bi-weekly yard debris collection
- 3 cubic yard pile

\$20.78



**CURRENT CONTRACT FOR
RESIDENTIAL COLLECTION: PER HOUSE/MONTH**

\$9.77



\$10.55

\$3.33



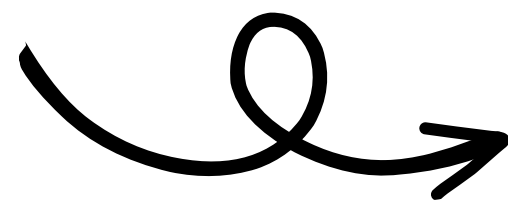
\$3.60

\$7.68



\$8.29

\$20.78

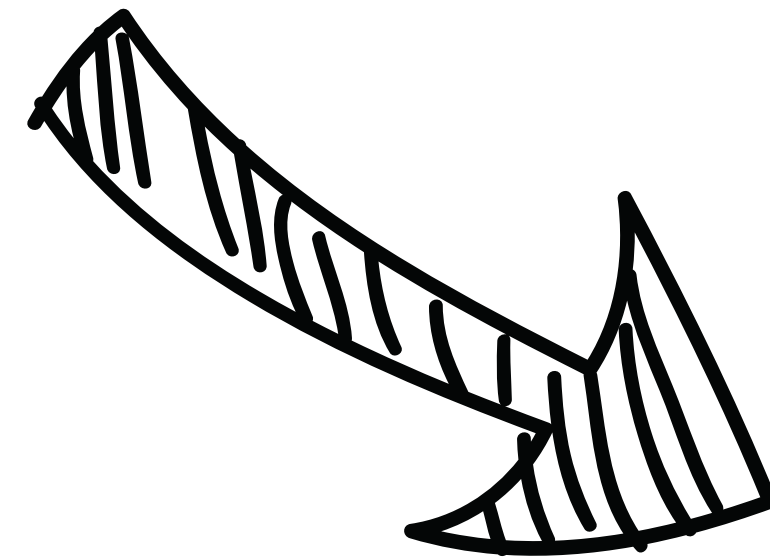


\$22.44

**CURRENT
RESIDENTIAL
CHARGES**

+

**8% CPI
INCREASE**





\$23.78

- Weekly curbside collection
- Standard service = 2 carts



\$7.25

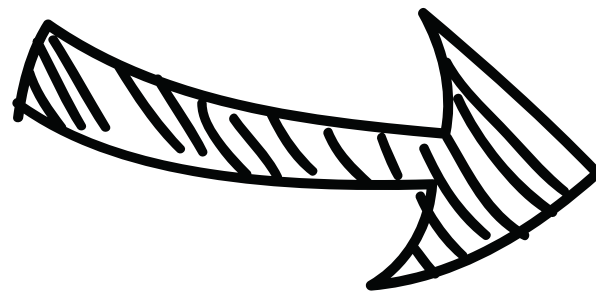
- Weekly collection
- 1 95-gallon cart



\$10.10

- No change to customer
- Provided by GFL staff

\$41.13



**SERVICE DELIVERY MOST
SIMILAR TO STATUS QUO**



\$11.89 • Weekly curbside collection
• Standard service = 1 cart

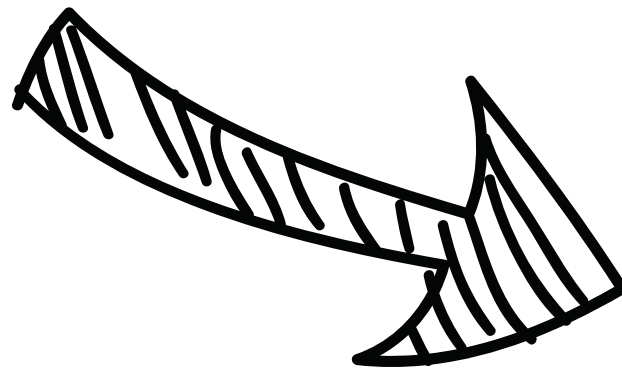


\$0 • Eliminate recycling

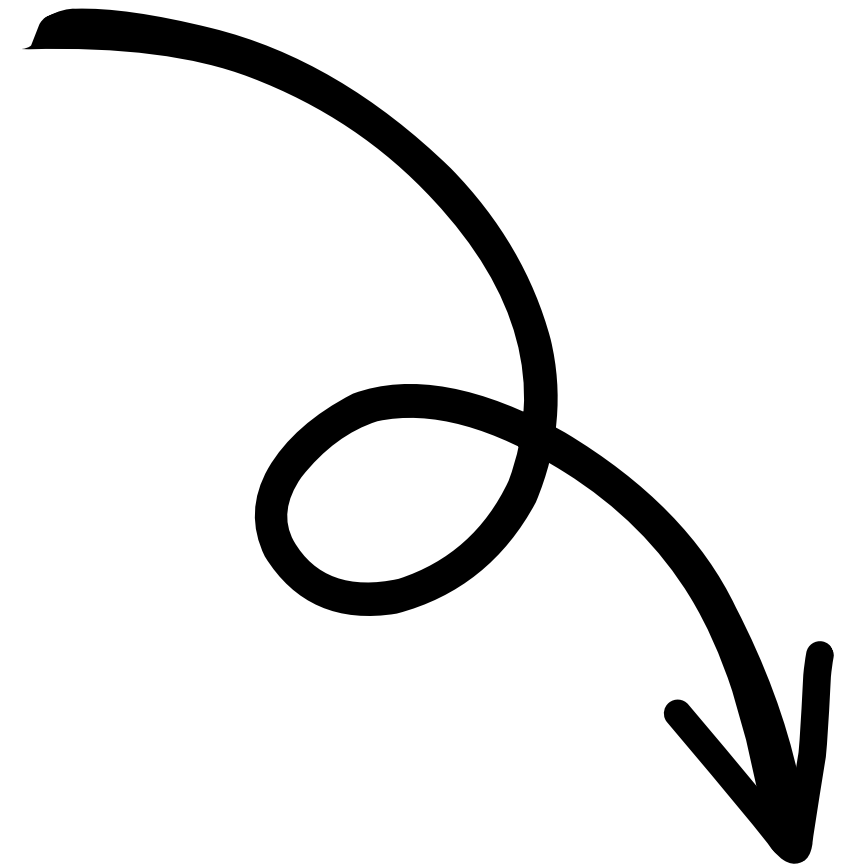


\$10.10 • No change to customer
• Provided by GFL staff

\$21.99



**MOST COST-EFFECTIVE
SERVICE DELIVERY**





\$11.89

- Curbside weekly collection
- 1 95-gallon cart
- Optional 2nd cart for \$11.89 surcharge



\$4.69

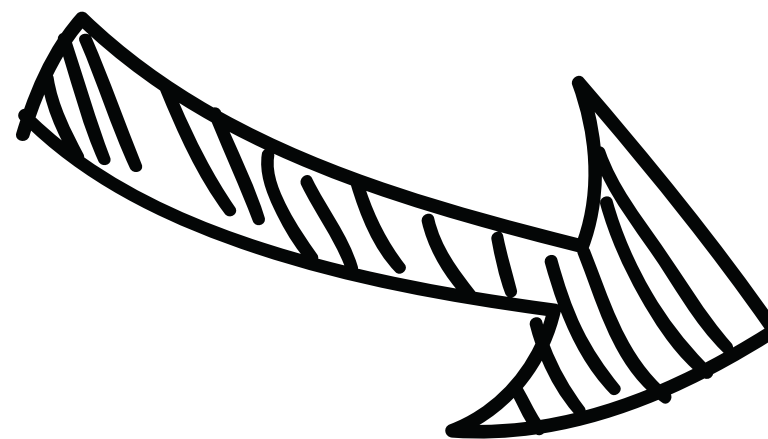
- Bi-weekly collection
- 1 95-gallon cart
- Optional 2nd cart for \$4.69 surcharge



\$10.10

- No service change to customer
- Bi-weekly yard debris collection
- 3 cubic yard pile

\$26.68



**STAFF
RECOMMENDATION**

WHAT WOULD THE RESIDENTIAL MONTHLY BILL LOOK LIKE AFTER JULY 1, 2023 FOR COLLECTION?



60% RECOVERY =
\$16.01



75% COST RECOVERY =
\$20.01



70% RECOVERY =
\$18.68



100% COST =
\$26.68

- Residents currently pay a total of \$16.75 per month
 - \$12.47 for collection
 - \$4.28 for disposal
- \$16.75 = 60% recovery of the Town's costs (FY 22-23)
- The amounts shown here reflect collection costs ONLY. Disposal would be added at the same recovery ratio.



- Weekly collection
- 2 carts included



- Unlimited 18-gallon bins
- Weekly collection



- Not provided



- Not provided

COMMERCIAL SERVICE DELIVERY WITH CURRENT CONTRACT



Photo by Joseph Hill

\$9.77



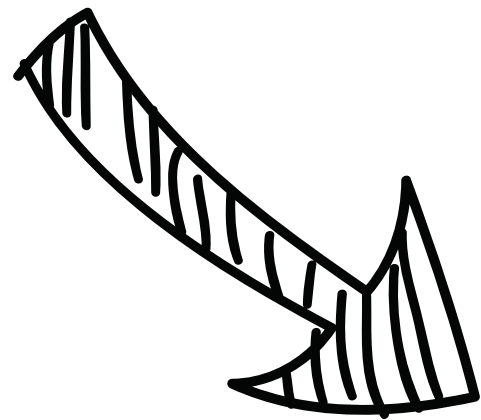
- Weekly collection at curb or alley
- 2 95-gallon carts

\$3.33



- Unlimited 18-gallon bins
- Weekly collection at curb or alley

\$13.10



CURRENT CONTRACT CHARGES FOR COMMERCIAL COLLECTION: PER BUSINESS/MONTH



**CURRENT
COMMERCIAL
CHARGES**

+

**8% CPI
INCREASE**



\$27.00

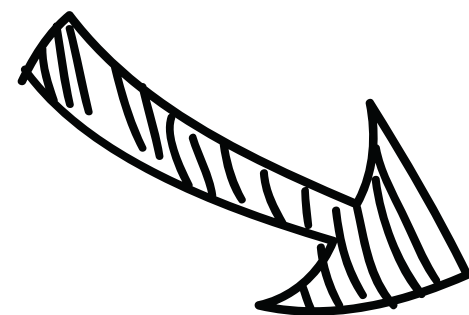
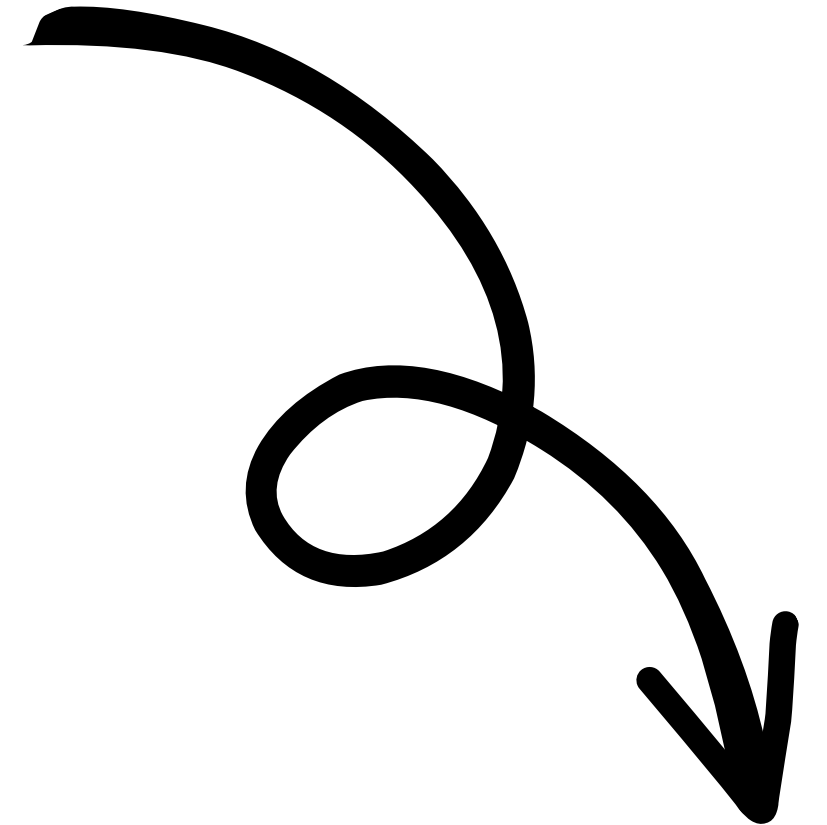
- Weekly collection at curb
- 2 95-gallon carts



\$20.00

- Weekly collection at curb
- 2 95-gallon carts

\$47.00



**COMMERCIAL SERVICE DELIVERY
MOST SIMILAR TO STATUS QUO**



\$13.50

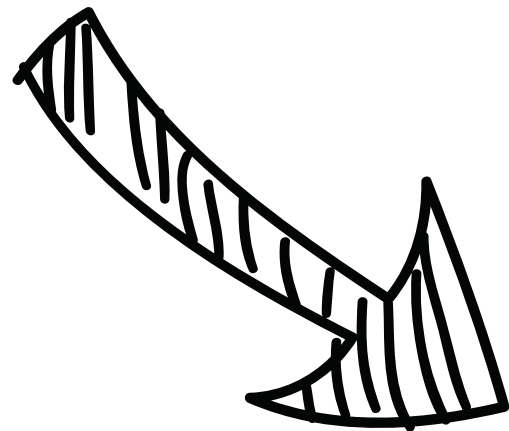
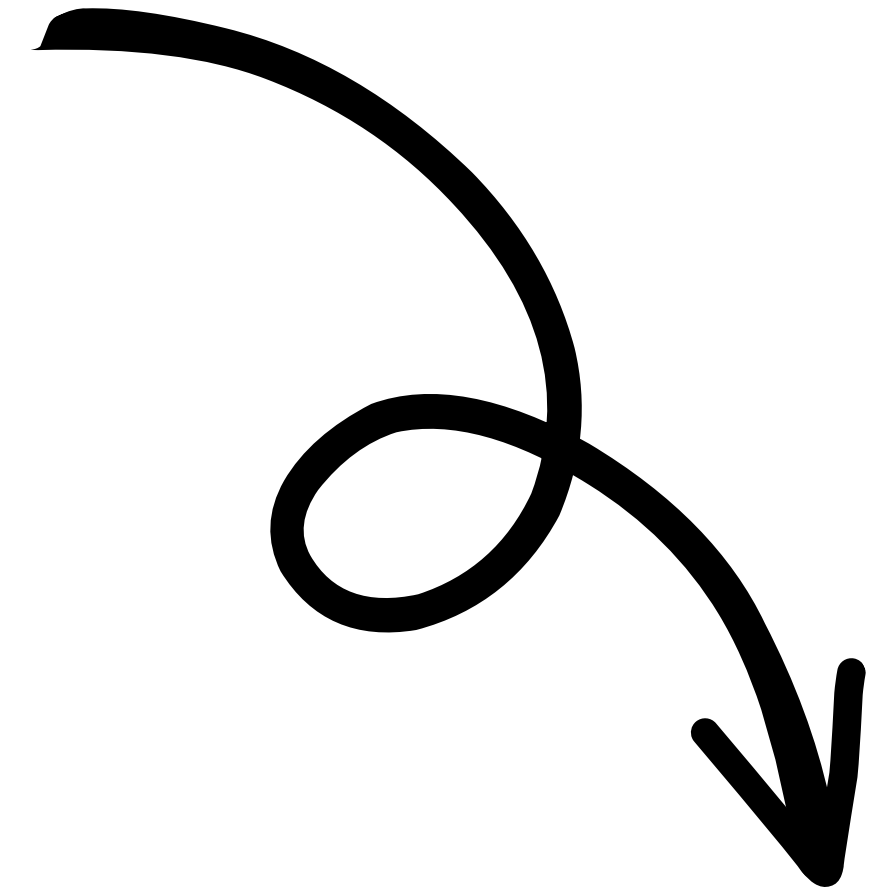
- Weekly collection at curb
- Standard service = 1 cart
- Add 2nd cart for \$13.50



\$10.00

- Weekly collection at curb
- Standard service = 1 cart
- Add 2nd cart for \$10.00

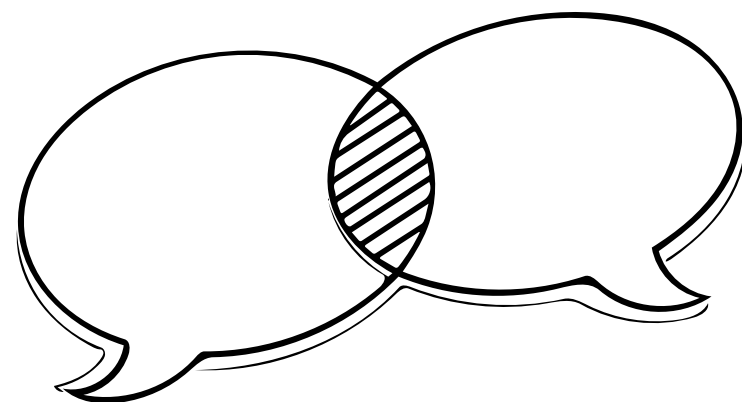
\$23.50



**STAFF RECOMMENDATION FOR
CUSTOMER CHOICE + COST-EFFICIENCY**

RESIDENTIAL

- Annual CPI adjusts to category for water, sewer, trash
- Bulk item collection & disposal
 - \$17.62 --> \$20.00
 - Residents are not currently charged for this. The Town covers this cost for all residents.
- Street cans included in unit pricing
- New trucks will accommodate downtown collection challenges

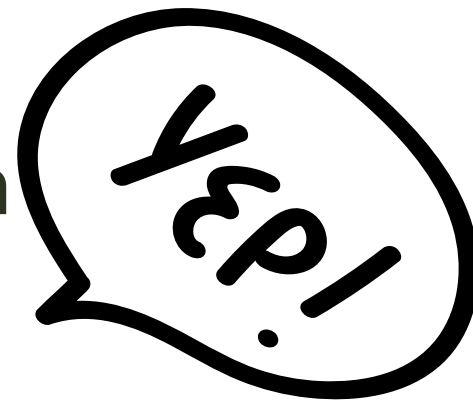


- Standard garbage service: 1 or 2 carts?
- Desirability of continued recycling collection due to cost premiums & forced changes to service
- Recycling collection: weekly or bi-weekly?
- Standard recycling service: 1 or 2 carts?
- Eligibility factors for backdoor service (policy issue, not contract)
- Cost recovery % (budget issue, not contract issue)

**WHAT WE NEED TO
DECIDE & CONFIRM**

COMMERCIAL

- Annual CPI adjusts to category for water, sewer, trash
- Recycling collection schedule will remain weekly
- Street cans included in unit pricing
- New trucks will accommodate downtown collection challenges



- Standard garbage service: 1 or 2 carts?
- Standard recycling service: 1 or 2 carts?
- Could cost-efficiencies be achieved if service was limited to the downtown area only?

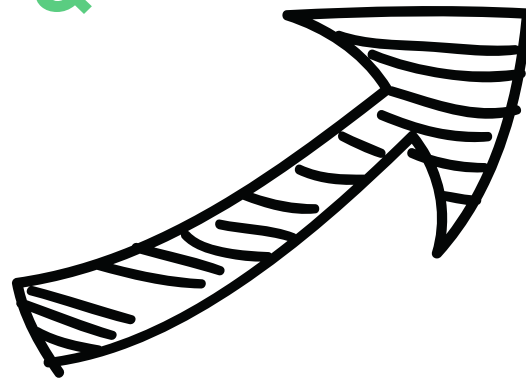
**WHAT WE NEED TO
DECIDE & CONFIRM**

COSTS & FEASIBILITY OF IN-HOUSE SERVICE DELIVERY

FY 22-23 CAPITAL INVESTMENTS & NEEDS

- Vehicles: \$2.7M
- Carts: \$1M
- Garage lifts & tools: \$150,000
- Recruit & train 13 new staff - not currently budgeted
- Facility acquisition and/or construction: building, yard, garage

WHERE?



ANNUAL OPERATIONS

- \$750K min - personnel
- \$200K - fuel
- Fleet repairs
- Facility operations
- Workers compensation premiums

FEASIBILITY CONCERNS

- Low confidence in vehicle delivery by July 1
- Potential service delivery interruptions - vehicles out of service, staff out
- Limited ability to temporarily "ramp up" for ice storm clean-up & similar
- CDL training time & costs
- Town liability for dangerous service
- General recruiting & retention challenges for public works staff
- Internal challenges due to wage/grade differences

NEXT STEPS...



October 2022

- Confirm decision points
- Negotiate contract with GFL
- Award & execute contract



Fall 2022

- GFL orders vehicles, carts, and similar



Spring to early summer 2023

- Prepare & execute communication plan re: changes
- GFL delivers new recycling carts
- Negotiate fuel base price



July 1, 2023

- new contract goes into effect
- new services begin
- new billing begins



MEMORANDUM

To: Reagan Parsons, Town Manager

From: Jessica Roth, Assistant Town Manager
Cindi King, Parks & Recreation Director

Re: Update on Capital Project Funding Requests for Parks and Appearance Commission

Date: October 24, 2022

BACKGROUND

Staff has recommended that the Town proceed with completing four capital projects in various parks that are needed for public health and safety, required maintenance, and/or to prevent further deterioration of Town assets. These projects are as follows:

1. Lighting for Memorial Park field B
2. Campbell House fencing and basketball court repairs/replacement
3. New pool deck
4. Roof replacement at Pool Park storage shed

These projects were introduced to the Council at the April 6, 2022 budget retreat¹. With the knowledge that the Town would be receiving ARPA funds post July 1, 2022 that would allow for further funding consideration, there was consensus to revisit these (and a number of other projects) in the fall.

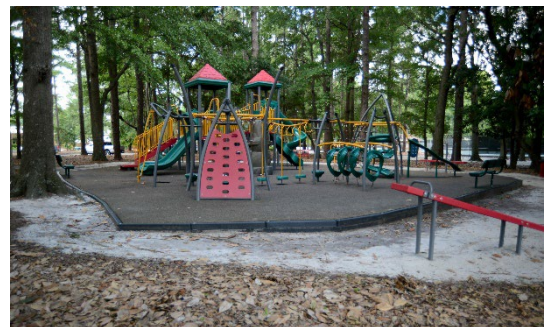
Staff re-introduced a number of intentionally postponed projects at the September 26th Council work session. After discussion of all projects, Council directed staff to confirm current price estimates for the purpose of preparing a list of projects at the October 5th agenda meeting that could then be formally presented for approval during the October 11th business meeting. Staff was also directed at the work session to return with some more details on the pool deck project.

At the October 5th agenda meeting, there was consensus to consider a transfer of \$255,145 to the Parks Capital Project Fund (CPF) at the October 11th business meeting in order to fund the following projects: Memorial Park Field B lighting (\$160,000); Campbell House improvements (\$85,145); and Pool Park roof replacement (\$10,000).

During the October 11th meeting, Council directed staff to provide more information regarding the projects included in the transfer of \$255,145. Staff will present additional details and answer any questions at the October 24th work session.

Memorial Park Field B Lighting

Field B at Memorial Park (on the right as you enter Memorial Park at W. Morganton Rd.) is the only baseball/softball field that the Town owns and maintains which does not have lighting. This limits programming ability for the Parks & Recreation department, as well as rental opportunities. This also presents a safety concern not only on the ball fields, but especially on the adjoining playground and intended skate park. The playground,



¹ Capital Project Details from April 6, 2022 budget retreat packet included

shown above, is well used in the evenings by families who are visiting Memorial Park for ball games or other purposes. As players, coaches, and parents are crossing through Memorial Park to the fields and parking lots, traveling from lit to unlit areas (or vice versa) creates safety hazards. Staff has received an estimate of \$160,000 to install LED light poles for field B, which will connect to the automated programming for the other lights. At left is a picture of Memorial Park field C, with an example of added lighting.

Campbell House Improvements

The Public Works department has invested significant resources recently into improvements on the Campbell House grounds, including the pruning of dead limbs, dangerous trees, pressure washing, restoring site amenities, and general clean-up on the grounds. There are a few projects that remain outside the scope of staff that need to be completed by contractors.

The Campbell House includes a significant amount of split rail fence, which staff estimates to be in the age range of 50-60 years. It has exceeded its life expectancy and the fencing shows sign of disrepair throughout the property, including rotten posts and rails, broken rails, and similar. The fencing in the drive areas (shown at right) is frequently hit by cars, which requires recurring repair and/or replacement. Staff documented over 120 hours of

time in the previous 12 months dedicated solely to fence repairs.



The basketball court is another area that needs considerable attention. The fencing is no longer structurally sound and is leaning significantly in many areas. It is also curling at the bottom and includes multiple sizable holes, which are dangerous to players. The basketball court also needs to be resurfaced as it is an uneven playing surface, which presents tripping hazards.



There are a number of approaches to improving the current conditions at Campbell House which can be accomplished with the requested funding of \$85,145. The most important is to remove the fencing. This will not only mitigate existing hazards and safety concerns, but will also eliminate the need for considerable staff resources. Staff will discuss some of the recommendations for proceeding.



Pool Park Improvements

There are two projects at Pool Park that need imminent attention in order to address existing public health and safety concerns and to protect the Town's assets from further deterioration.

One project is the needed roof replacement on the storage shed, which has been estimated at \$10,000. The existing roof structure and wood trim is rotten, which is affecting the shed interior which houses security equipment and a back wash drain. This disrepair is also unattractive and highly visible to the surrounding neighborhood, as it faces W. Iowa Street.



Staff had previously explored the feasibility of demolishing this structure and relocating the items stored inside in order to avoid this repair. It was determined that after the infrastructure associated with the security and back wash equipment was relocated, there would be no cost savings. Staff requests \$10,000 to replace the roof and trim in order to prevent further deterioration on this structure.



Staff has requested \$124,000 to install concrete pavers on the existing pool deck, which also includes needed maintenance associated with the filter recharge, suction manifold, and tank manifold. Staff has received a detailed cost estimate for this maintenance project, which is included in the packet.

During the work session, staff will share further information and pictures on the proposed concept, the critical health and safety needs that require attention, the benefits of the concrete pavers for this application, and data/trends on pool usage.

Appearance Commission Project

At the October 11th meeting, Council asked for additional information on the project recommended by the Appearance Commission on W. New Hampshire Ave, with a current cost estimate of \$62,713. The Appearance Commission has been invited to have a member attend Monday's work session to provide information and answer questions. Staff can also provide further details.

TOWN OF SOUTHERN PINES POOL

2022/2023 Repair/Renovation Proposal



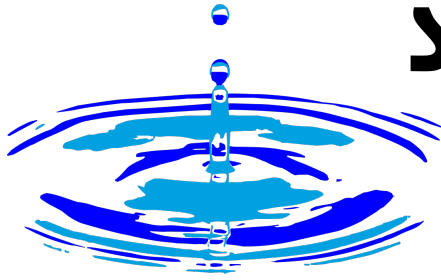
**SOUTHEAST
AQUATICS
CONSTRUCTION**

Presented by:

**Drew Waskey
dwaskey@SAGpools.net**

**2880 Sumner Blvd., Suite 106
Raleigh, NC 27616**

**Voice: (919) 539-6572
Fax: (919) 951-0305**



SOUTHEAST AQUATICS CONSTRUCTION

2800 Sumner Blvd., Suite 106 * Raleigh, NC 27616
919-539-6572 (phone) * 919-951-0305 (fax)
www.SAGPools.net
NC GC Lic. # 86365

To: Cindi King

Job Site: Town of Southern Pines: Pool Park

Southeast Aquatics Construction has inspected the facility and we are pleased to present our proposal for suggested repairs:

Item	Note	Price	Approval
Filter Recharge	(1)	\$4,000.00	_____
Suction Manifold	(1)	\$2,500.00	_____
Tank Manifold	(1)	\$600.00	_____
Paver Installation-Existing Deck	(1)	\$85,845.00	_____
Paver Installation-Grass Area	(1)	\$31,515.00	_____

(1) Budgetary/Requested by Owner, (2) Health Dept. Compliance, (3) Needed Within 1-2 Years,
(4) Maintenance Needed/Recommended

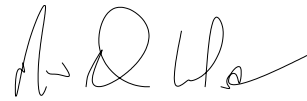
Please approve individual items by initialing the space provided, then sign below.
By signing below the customer indicates that he/she has read, accepted and approved the attached Terms and Conditions. There will be a 1 1/2% finance charge per month on all accounts past due.

*Price will be valid if signed and returned within 30 days of the date of this proposal

NOTE: All proposed prices DO NOT include tax. All applicable sales tax will be assessed additionally at the time of billing. Freight is not included in this proposal and shall be billed separately.

Owner/Agent

Date



SAC Officer

August 23, 2022
Date

Specifications

FILTER SYSTEM – MEDIA REPLACEMENT

1. SAG will supply all labor and material necessary to remove the existing media from four (4) tanks on the main pool system.
2. SAG will supply all labor and material necessary to inspect the tank (s) interior and fixtures and advise the Owner of any needed repairs prior to re-filling the tank.
3. SAG will supply all labor and material necessary to recharge the tank utilizing washed filter sand.

WARRANTY: One (1) year from date of completion.

SUCTION MANIFOLD REPLACEMENT

1. SAG will supply all labor and material necessary to remove the existing suction manifold and all associated debris.
2. SAG will supply all labor and material necessary to re-plumb the suction manifold utilizing 4", schedule 40 PVC pipe and fittings. All fittings shall be solvent welded.
3. SAG will supply all labor and material necessary to connect into the existing hair & lint strainer. The following is included in this proposal:
 - a. Three (3) 2" & one (1) 1 ½" true union ball valve or Jandy valve-skimmer
 - b. One (1) 4" commercial grade plastic wafer valve-main drain
 - c. One (1) 2" true union ball valve or Jandy valve-vacuum

WARRANTY: One (1) year from date of completion.

TANK MANIFOLD VALVE REPLACEMENT

1. SAG will supply all labor and material necessary to remove the existing one (1) valve in the tank manifold and all associated debris.
2. The following is included in this proposal:
 - A) one (1) 4" commercial grade wafer valves

WARRANTY: One (1) year from date of completion.

PAVER INSTALLATION-Existing Deck

1. SAG will supply all labor and material necessary to breakout and remove 179 square feet of designated concrete.
2. SAG will supply all labor and material necessary to repour the excavated area(s). The new concrete will have a minimum thickness of nine (9) inches and will consist of a six bag, 3500 psi., air entrained concrete mix. SAG will utilize #10 6"x6" wire mesh or fiber reinforcement. The concrete shall have a fine broom finish.
3. SAG will supply all labor and material necessary to clean and prepare 4,610 sq. ft. of existing concrete deck.
4. SAG will supply all labor and material necessary to install 4,610 sq. ft. of Temron overlay pavers and coping edge utilizing geotechnical sand.
5. SAG will supply all labor and material necessary to install skimmer extension collars as required.
6. SAG will supply all labor and material necessary to install all anchors in the anchor set concrete band as required.
7. SAG will supply all labor and material necessary to clean the job site of all related debris.

WARRANTY: One (1) year from date of completion.

PAVER INSTALLATION-Existing Deck

1. SAG will supply all labor and material necessary to prep and form 970 square feet of designated area.
2. SAG will supply all labor and material necessary to repour the excavated area(s). The new concrete will have a minimum thickness of four (4) inches and will consist of a six bag, 3500 psi., air entrained

- concrete mix. SAG will utilize #10 6"x6" wire mesh or fiber reinforcement. The concrete shall have a fine broom finish.
3. SAG will supply all labor and material necessary to install 970 sq. ft. of Temron overlay pavers and coping edge utilizing geotechnical sand.
 4. SAG will supply all labor and material necessary to install skimmer extension collars as required.
 5. SAG will supply all labor and material necessary to install all anchors in the anchor set concrete band as required.
 6. SAG will supply all labor and material necessary to clean the job site of all related debris.

WARRANTY: One (1) year from date of completion.

Payment Schedule: 25% upon acceptance.
50% upon demolition/preparation.
Balance due upon completion of the job.

Zone Charges: Minimum (up to 40 miles): \$235.00
41+ Miles: \$6.25/mile one-way
Hotel/M meal charge per crew: \$500.00/night

NOTE: WORK MUST COMMENCE ON THE CONTRACTOR'S DISCRETION. Southeast Aquatics Group will strive to accommodate all necessary schedules. However, all construction projects are subject to delays from weather, labor shortages, material availability and sub-contractor availability. Upon receipt of a signed contract your project will be scheduled and an estimated start date provided. This start date could fluctuate as much as +/- 14 working days.

Southeast Aquatics Group reserves the right to void this proposal if it is not signed and returned to this office within 30 days of the date of this proposal.

TERMS AND CONDITIONS

Southeast Aquatics Group (CONTRACTOR) will maintain a liability property damage insurance policy. It is expressly agreed and understood that the CONTRACTOR will not be liable or responsible to any person for loss, injury and/or damage sustained by said persons as a result of the use of the pool or its facilities, save and excepting that caused by the gross negligence of the CONTRACTOR or its employees. The CONTRACTOR is also exempt from liability due to hydrostatic conditions.

There will be a 1 1/2% finance charge per month on all accounts past due. The undersigned agrees to pay all cost of collection, including attorney's fees, if placed in the hands of attorney after default. CONTRACTOR shall add 3.5% surcharge to any payment that is made with VISA/Master Card/Discover or American Express, WE DO NOT ACCEPT ANY OTHER CREDIT CARDS. Should the geographical average of REGULAR gasoline reach \$3.00 or above, there will be an additional charge of 1.5% of each invoice total as a gas surcharge. Should SAG be called out to the facility on an emergency call that is not deemed to be an actual emergency, there will be a charge of \$350.

Escalation: This Agreement is conditioned upon the ability of Southeast Aquatics Group, LLC (SAG) to complete the contract at present prices for material and at the existing scale of wages for labor. If SAG is, at any time or for any reason, unable to complete the contract at the present prices for material or at the existing scale of wages for labor, or if SAG is unable to procure promptly as and when needed, labor and material required for the completion of the contract aforesaid, then and in any such event, the Contract sum, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 20 percent between the date of this Agreement and the date of the applicable Work.

CONTRACTOR will not be liable for loss or damage of any kind attributable to delay caused by unexpected sub-surface conditions discovered during excavation, weather conditions, labor difficulties, accidents, acts of civil or military authorities, or other conditions or causes beyond CONTRACTOR'S control.

Contractor shall not be held liable for mold, growth of mold, or effects of mold growth, directly or indirectly, at or within any area or building included as part of, or adjacent to, the OWNER'S property described, addressed, and/or named in this agreement. Furthermore, Contractor will not be held liable for any bonding, grounding, electrical connections, seen or unseen, associated with this work or any adjacent areas not associated with this work.

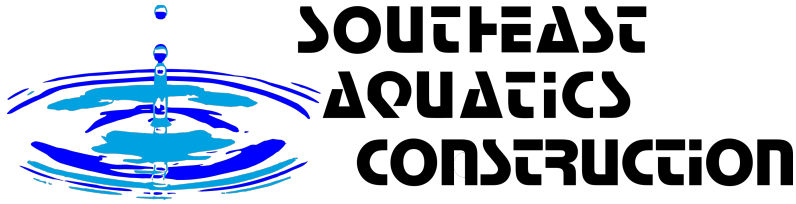
Unless otherwise provided in this contract, no sodding, seeding, fine grading, and/or landscaping, are to be provided by the CONTRACTOR. CONTRACTOR'S obligation, in that regard, consists of returning pool area to rough grade and cleaning site so that it is free of all debris and excess materials upon completion.

Owner is responsible for water for filling of the swimming pool immediately upon completion unless specified otherwise. **If a change in terms is requested by the Owner, the attached form must be filled out and signed by both parties prior to any change being made to the contract.**

Warranty: Southeast Aquatics Group warrants that all materials used in completing the installation contracted for herein, will be made of high quality, that all work will be done in a competent and workmanlike manner, that any substantial defect appearing in the workmanship or materials within twelve (12) months of the completion thereof, will be repaired without notice thereof, within thirty days of discovery thereof. Machinery and/or assembly units, fittings, accessories and other manufactured items purchased by CONTRACTOR for use in this installation, are subject only to the manufacturers guarantees, and the Owner agrees and understands that he shall rely only upon the warranty of such manufacturer. Any water costs associated with a warranty repair are the responsibility of the OWNER.

CONTRACTOR'S warranty does not include and CONTRACTOR will not be responsible for any damages resulting from, or caused by surface drainage, acts of God, or the draining or emptying of the pool, other than draining under the supervision and direction of the CONTRACTOR'S authorized representative. It is specifically agreed that no claims may be made and no actions commenced upon this CONTRACTOR and any warranty arising, therefore, until CONTRACTOR has had a reasonable opportunity to substantially complete the work and until the contract price, including any extras, have been paid in full.

Permits, plans, and any associated fees required by State, County, or Local agencies will be billed in addition to the agreed amount.



2800 Sumner Blvd., Suite 106 * Raleigh, NC 27616
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CHANGE ORDER REQUEST

JOB NAME: _____
LOCATION: _____
DESCRIPTION OF CHANGE: _____

To Be Filled Out by SAC

MATERIALS: _____ \$ _____
_____ \$ _____
_____ \$ _____

A. TOTAL MATERIALS: _____ \$ _____

LABOR: Foreman _____ HRS@\$35.00/Hour \$ _____
Labor-Skilled _____ HRS@\$22.75/Hour \$ _____
Labor _____ HRS@\$18.00/Hour \$ _____

SUPERVISION: _____ \$ _____

LABOR TOTAL: _____ \$ _____

LABOR SUB-TOTAL: _____ \$ _____

32% Labor Costs [Direct OH, taxes, ins., etc.]

\$ _____

B. LABOR WITH DIRECT OH SUB-TOTAL: _____ \$ _____

LABOR & MATERIAL SUB-TOTAL: _____ \$ _____

C. 15% OVERHEAD & PROFIT _____ \$ _____

D. SUBCONTRACTS: _____ \$ _____

E. 10% MARK-UP of SUBCONTRACTS: _____ \$ _____

F. BOND: _____ \$ _____

TOTAL CHANGE ORDER (A+B+C+D+E+F) _____ \$ _____

Southeast Aquatics Construction

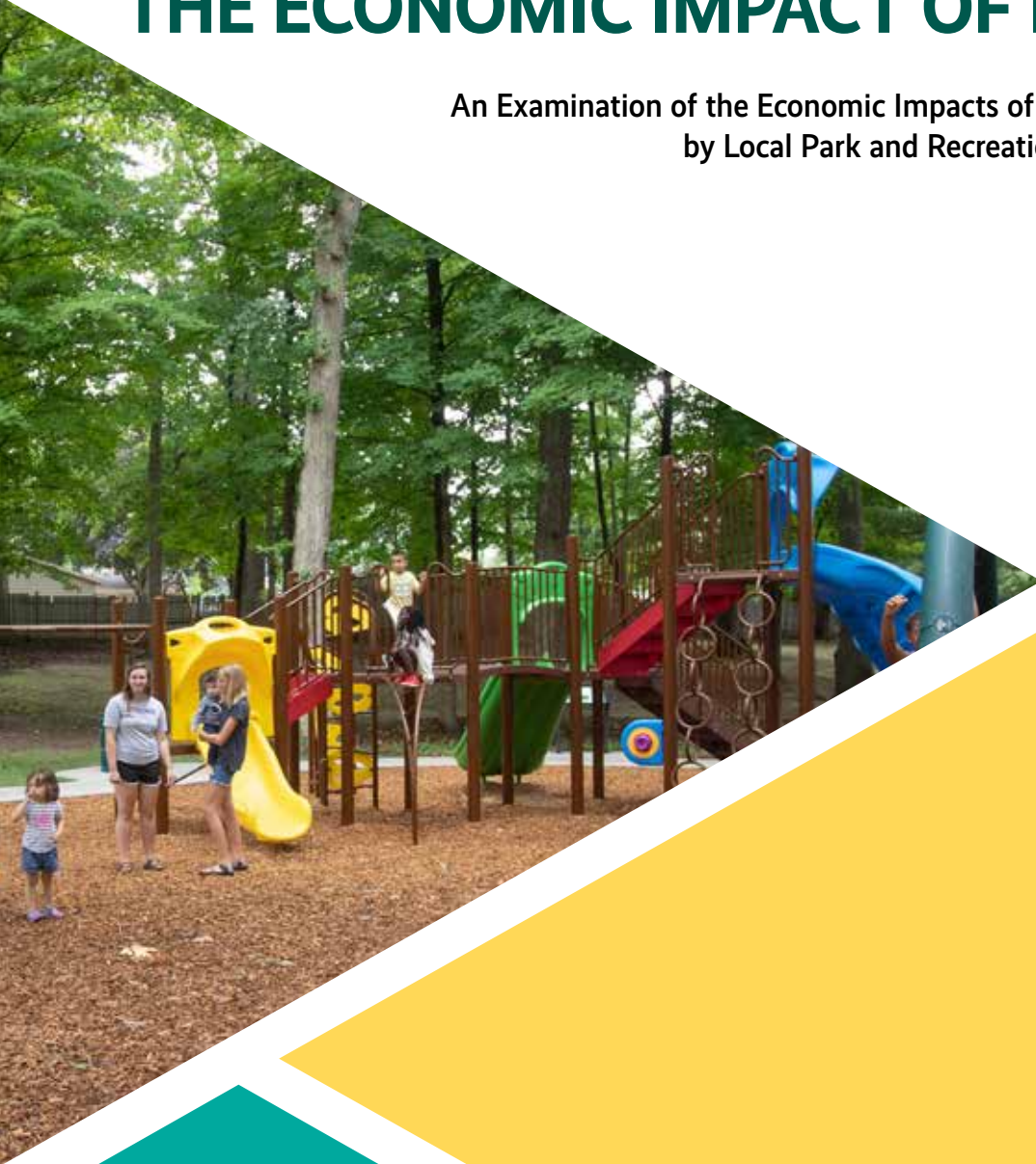
OWNER

DATE

DATE

THE ECONOMIC IMPACT OF LOCAL PARKS

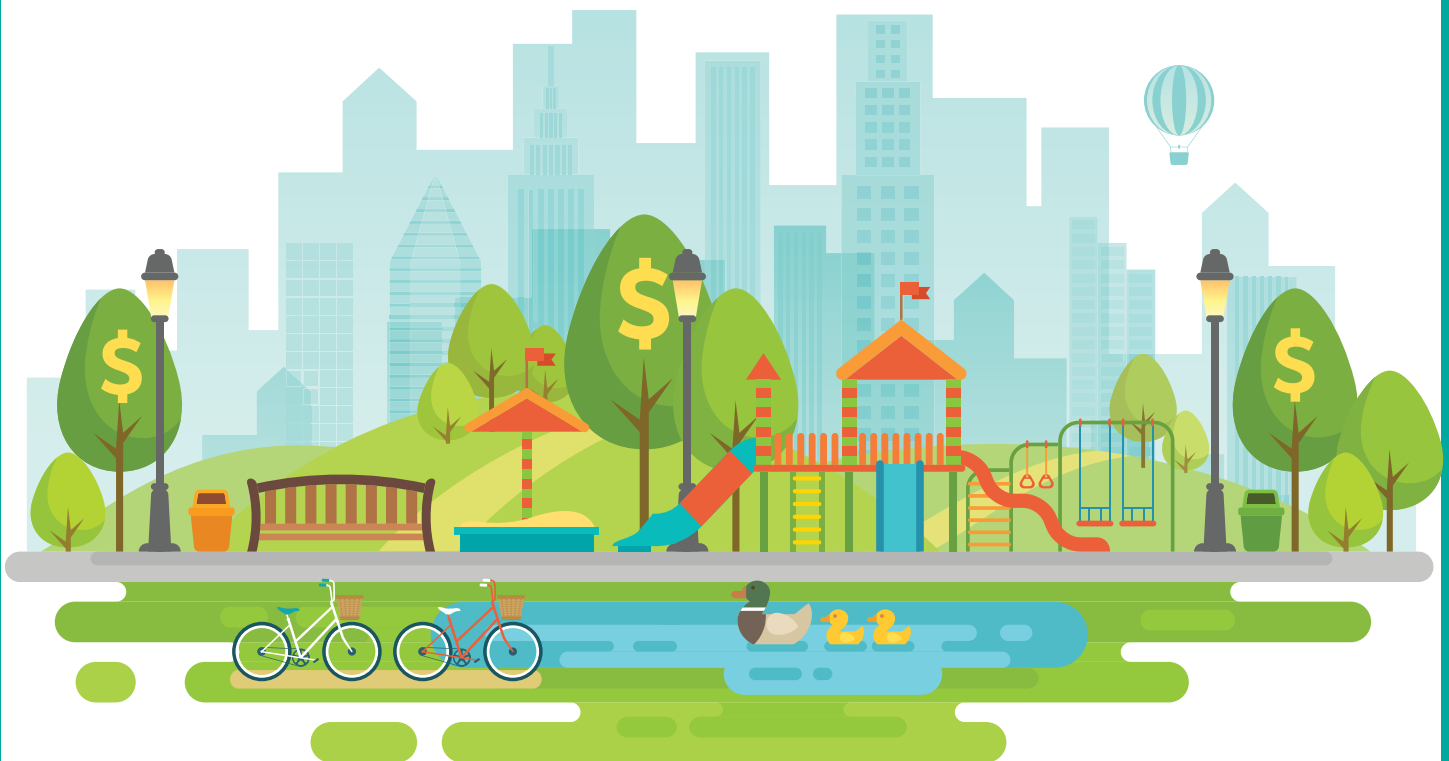
An Examination of the Economic Impacts of Operations and Capital Spending
by Local Park and Recreation Agencies on the U.S. Economy



NATIONAL RECREATION
AND PARK ASSOCIATION

KEY FINDINGS

Local public park and recreation agencies in the United States generated nearly \$218 billion in economic activity and supported almost 1.3 million jobs that boosted labor income by more than \$68 billion from their operations and capital spending in 2019.



Impact of Local Park and Recreation Agencies on the U.S. Economy – 2019

	Economic Activity	Employment
Total Impact	\$217.8 billion	1,280,724 jobs
Operations Spending	\$112.9 billion	686,254 jobs
Capital Spending	\$104.8 billion	594,470 jobs

Sources: IMPLAN and Center for Regional Analysis – George Mason University for NRPA, U.S. Census Bureau

Parks and recreation is essential infrastructure in healthy, vibrant and resilient communities. Through the tireless efforts of hundreds of thousands of full-time, part-time and seasonal workers — and supported by countless volunteers and advocates — local park and recreation agencies have a positive impact on the lives of millions of people. Park and recreation facilities, amenities and programming are diverse; they range from no- or low-cost fitness opportunities (such as a walking trail or a fitness class at a community center) and access to nutritious meals at out-of-school time programs for youth to providing our cities, towns and counties with cleaner air and water thanks to preserved open space.

Park and recreation professionals and their agencies make critical contributions to their communities as highlighted by the National Recreation and Park Association's (NRPA) Three Pillars:

- **Health and Wellness** – Local park and recreation agencies provide spaces, programs and services that are essential to a community's vitality. They also serve as key factors in advancing health equity, improving individual and community-level health outcomes, and enhancing quality of life. Park and recreation professionals are uniquely positioned to create — in partnership with the community, public health leaders and other local organizations — upstream solutions that catalyze and transform park and recreation agencies into holistic and people-centered Community Wellness Hubs.
- **Equity** – Every person in every community deserves to benefit from the power of parks and recreation. The very philosophy behind public parks and recreation is the idea that all people — regardless of race, ethnicity, age, income level, identity or ability — have access to programs, facilities, places and spaces that improve quality of life and build healthy communities. Parks and recreation truly builds communities — communities for all.
- **Conservation** – Creating resilient and climate-ready communities depends on parks and recreation. Park and recreation professionals are champions in addressing our most pressing environmental challenges; the parks and open spaces they manage maximize the benefits of nature to achieve positive and equitable health and economic impacts at the community level.

Park and recreation professionals and their agencies make another valuable contribution: promoting economic activity that makes our cities, towns and counties more prosperous. Just how significant is the impact of local park and recreation agencies on the U.S. economy?

To answer this question, NRPA joined forces with the Center for Regional Analysis at George Mason University in 2015, to conduct the first nationwide study on the economic impact of local park and recreation agencies' operations and capital spending. Since then, NRPA and the Center for Regional Analysis have partnered thrice more to update that landmark 2015 research: in 2018, 2020 and 2022. Each of the studies focuses exclusively on the direct, indirect and induced effects local park and recreation agencies' spending have on economic activity using U.S. Census Bureau data compiled for the analysis. This report summarizes the key findings of the 2022 research. A more detailed description, including a discussion of the methodology and implications, is available at nrpa.org/ParkEconReport.

U.S. ECONOMIC IMPACT

Local park and recreation agencies employed more than 385,000 full-time and part-time employees in 2019, according to the U.S. Census Bureau. That translates to almost \$49 billion of operations spending by the nation's more than 10,000 local park and recreation agencies. This spending — combined with capital expenditures — ripples through the national, regional and local economies as park and recreation employees spend their paychecks, park and recreation agency vendors hire workers, and both agencies and their vendors purchase products and services to serve their clients.

The result of park and recreation expenditures on the nation's economy is immense. The shared impact of operations and capital spending by U.S. local park and recreation agencies in 2019 resulted in nearly \$218 billion in economic activity and \$107 billion in added gross domestic product (GDP) and supported nearly 1.3 million jobs that paid salaries, wages and benefits totaling \$68.4 billion.



Local park and recreation agencies generated nearly \$218 billion in economic activity and supported almost 1.3 million jobs in 2019.

People attend the 32nd Annual Independence Day Parade in Farragut, Tennessee. Photo by Carisa Ownby.

Impacts of Local Park and Recreation Agency Spending on the U.S. Economy – 2019

Total Impact of Local Park and Recreation Agencies' Spending	
Economic activity (transactions)	\$217.76 billion
Value added (gross domestic product)	\$106.98 billion
Labor income (salaries, wages, benefits)	\$68.44 billion
Employment (jobs)	1,280,724 jobs

Sources: IMPLAN, Center for Regional Analysis – George Mason University for NRPA, U.S. Census Bureau



Attendees of the North Chagrin Summer Camp walk the Willow Branch Nature Trail. Photo by Kyle Lanzer, courtesy of Cleveland Metroparks.

Preliminary Results for 2020

The coronavirus (COVID-19) pandemic affected nearly every facet of life, parks and recreation included. In many cities, towns and counties across the United States, however, parks, trails and other public spaces remained open, and provided valued respites for physical activity and recreation during a very challenging time. Park and recreation agencies and their staff pivoted to deliver emergency services to their communities, such as serving as COVID-19 testing and vaccination sites and distributing meals.

The economic impact of these agencies remained resilient, too. Preliminary estimates show that operations and capital spending in 2020 led to \$225.0 billion in economic activity and supported 1.25 million jobs.

Preliminary Estimate of the Economic Impact of Local Park and Recreation Agencies on the U.S. Economy – 2020

Total Impact of Local Park and Recreation Agencies' Spending	
Economic activity (transactions)	\$225.02 billion
Value added (gross domestic product)	\$108.65 billion
Labor income (salaries, wages, benefits)	\$68.97 billion
Employment (jobs)	1,247,017 jobs

Sources: IMPLAN, Center for Regional Analysis – George Mason University for NRPA, U.S. Census Bureau

STATE-LEVEL ANALYSIS

This study also examined the economic impact of local park and recreation agencies' spending in all 50 states and the District of Columbia. The methodology used in the state-level analysis mirrored that for the national study. The estimates of total economic impacts include the direct, indirect and induced effects of operations and capital spending by local park and recreation agencies in each state and the District of Columbia.

Impact of Local Park and Recreation Agency Spending on State Economies – 2019

State	Employment	Labor Income	Value Added	Economic Activity
Alabama	15,348	\$651,815,076	\$968,962,257	\$2,074,811,929
Alaska	2,436	\$128,750,088	\$197,457,958	\$397,859,417
Arizona	20,360	\$969,578,370	\$1,566,748,260	\$3,304,989,339
Arkansas	8,854	\$347,365,396	\$540,930,446	\$1,149,932,788
California	127,600	\$7,454,796,148	\$11,312,230,491	\$23,623,079,078
Colorado	41,976	\$2,196,664,230	\$3,404,420,455	\$6,982,346,026
Connecticut	7,120	\$386,895,021	\$566,370,006	\$1,114,018,171
Delaware	2,731	\$139,428,435	\$216,578,852	\$445,470,653
District of Columbia	6,384	\$442,135,815	\$657,659,039	\$1,442,361,444
Florida	97,501	\$4,426,656,602	\$7,345,851,964	\$15,947,448,166
Georgia	34,238	\$1,504,933,141	\$2,379,731,449	\$4,979,693,655
Hawaii	8,572	\$462,964,112	\$711,367,441	\$1,382,382,611
Idaho	6,241	\$280,892,101	\$442,260,249	\$987,795,641
Illinois	60,000	\$3,056,226,499	\$4,989,057,917	\$9,893,097,615
Indiana	13,838	\$628,826,865	\$1,059,988,503	\$2,198,298,077
Iowa	8,385	\$388,234,552	\$29,549,008	\$1,365,669,998
Kansas	12,067	\$553,104,369	\$845,507,759	\$1,794,310,796
Kentucky	8,827	\$363,947,712	\$567,243,390	\$1,320,817,940
Louisiana	19,009	\$875,335,408	\$1,451,541,312	\$3,081,187,441
Maine	2,464	\$92,567,722	\$143,939,202	\$303,230,532
Maryland	27,974	\$1,480,134,422	\$2,318,025,964	\$4,590,263,035
Massachusetts	13,643	\$818,839,621	\$1,200,032,621	\$2,254,340,648
Michigan	22,548	\$1,129,923,090	\$1,844,711,303	\$4,107,024,794
Minnesota	27,463	\$1,562,414,815	\$2,438,097,363	\$5,167,013,455
Mississippi	7,322	\$301,297,647	\$478,189,020	\$1,085,028,752
Missouri	23,064	\$1,128,825,692	\$1,783,974,762	\$3,636,518,937

Impact of Local Park and Recreation Agency Spending on State Economies – 2019 (cont.)

Montana	3,916	\$191,132,441	\$284,311,510	\$634,228,445
Nebraska	9,631	\$479,853,688	\$714,960,686	\$1,602,027,016
Nevada	58,392	\$3,517,896,935	\$5,615,230,371	\$11,134,637,681
New Hampshire	2,158	\$96,634,741	\$148,324,927	\$314,455,946
New Jersey	17,940	\$946,221,766	\$1,413,831,635	\$2,552,120,029
New Mexico	9,857	\$416,058,523	\$654,024,854	\$1,374,984,731
New York	77,105	\$4,828,806,143	\$7,352,532,632	\$14,089,125,737
North Carolina	37,511	\$2,093,336,805	\$3,064,471,638	\$6,037,512,440
North Dakota	6,859	\$352,781,735	\$537,316,152	\$1,220,630,384
Ohio	43,306	\$2,160,222,072	\$3,419,555,293	\$7,047,862,139
Oklahoma	19,718	\$987,940,351	\$1,497,955,439	\$3,387,540,973
Oregon	18,064	\$937,839,394	\$1,457,710,363	\$2,995,234,595
Pennsylvania	20,878	\$1,168,754,188	\$1,897,412,064	\$3,829,272,383
Rhode Island	1,459	\$67,676,611	\$109,808,005	\$223,583,142
South Carolina	18,205	\$794,811,379	\$1,240,098,551	\$2,714,181,055
South Dakota	3,720	\$176,411,461	\$269,485,936	\$613,030,056
Tennessee	17,995	\$852,569,033	\$1,292,161,403	\$2,643,931,995
Texas	77,149	\$3,877,977,407	\$5,872,912,123	\$12,094,925,549
Utah	18,700	\$882,890,731	\$1,389,792,312	\$2,960,427,055
Vermont	1,519	\$74,707,109	\$113,592,830	\$245,764,108
Virginia	30,162	\$1,420,190,988	\$2,256,407,901	\$4,600,320,899
Washington	34,718	\$2,229,735,609	\$3,471,351,248	\$6,462,337,579
West Virginia	6,407	\$296,241,584	\$494,399,206	\$1,033,634,110
Wisconsin	18,619	\$992,375,176	\$1,577,173,051	\$3,342,438,343
Wyoming	3,705	\$165,161,863	\$253,205,824	\$543,010,454

Sources: IMPLAN, Center for Regional Analysis – George Mason University for NRPA, U.S. Census Bureau

NOTE: The sum of the state-level impacts presented in this table does not equal the national level economic impact estimates presented in the previous section. The difference reflects how the full economic impact of local park and recreation agency spending is not confined within state borders. For example, if the playground equipment installed at park in Maryland, came from a manufacturer located in Idaho, the value of that product production would not count as an impact on the Maryland economy, nor does the study include such an impact in the estimates for Idaho.

WHAT THE RESULTS MEAN



Children play in the water in front of a fire truck in the park. Photo courtesy of Ginger Clark, Centreville-Washington Park District.

These estimates of the economic impact generated from park and recreation agency spending come from an input-output model that estimates direct, indirect and induced effects of those expenditures.

- **Direct effects** reflect the spending by local park and recreation agencies — whether for operations or capital programs — and include wages and benefits for agency employees and spending on equipment, utilities, goods and services.
- **Indirect effects** capture the spending associated with local park and recreation agencies' vendors. An example is an agency contracting with a local landscaping company to mow ballfields. The landscaping company hires employees, purchases mowers and contracts with a bookkeeping service; in turn, the bookkeeping service leases office space, employs workers, purchases office supplies and so forth.
- **Induced effects** track the impact of consumer spending (from wages) by park and recreation agency employees and employees working for the agency's vendors.

The model estimates the total effects on economic activity (output), employment, labor income and value added resulting from park and recreation agencies' operations and capital spending:

- **Economic activity (output)** measures the value of the resulting transactions
- **Employment** is the number of headcount jobs, both full- and part-time
- **Labor income** includes salaries, wages and fringe benefits
- **Value added** is the measure most equivalent to GDP and includes property income, dividends, corporate profits and other measures

Your Local Park and Recreation Agency Generates Additional Economic Benefits

While the figures presented in this report are significant, they represent only one aspect of the economic benefits of public parks. Indeed, the conclusions of this report are conservative estimates of parks and recreation's full economic benefits.

Beyond the impact of local park and recreation agency spending, other critical economic impacts from public parks include:

- **Health and wellness:** Parks and recreation promotes improved physical and mental health. This not only helps people feel better, but also can help lower medical and insurance costs for those people taking advantage of those facilities and activities. An [NRPA-commissioned literature review](#) demonstrates how parks and recreation supports healthy, productive lives and resilient, cohesive communities. Ninety-three percent of U.S. adults responding to the [June 2021 NRPA Park Pulse](#) poll indicated that their mental health was improved by services offered by local park and recreation professionals and agencies. Further, an [Oregon State University](#) study found that Oregon residents' engagement in one of 30 outdoor recreation activities in 2018, resulted in a savings of \$735 million to \$1.416 billion accrued to health insurers, providers and participants.
- **Conservation and resiliency:** Park and recreation agencies' protection of land, water, trees, open spaces and wildlife improves air and water quality in communities. Through effective land management methods and green infrastructure investments, parks and recreation makes communities more resilient to natural disasters, reducing disaster recovery and insurance costs. Ninety-three percent of respondents to NRPA's [2019 Engagement with Parks](#) survey indicated it is essential that their local government acquire, construct and maintain local parks, trails and green spaces near bodies of water to protect natural resources in their community. Six in seven U.S. adults responding to an [April 2021 NRPA Park Pulse](#) poll expressed support for their local park and recreation agency's environmental initiatives.
- **Property values:** Economic research has demonstrated consistently that homes and properties located near parklands have higher values than those located farther away. Higher home values not only benefit the owners of these properties, but also add to the tax base of local governments. Four in five respondents to the [2021 Engagement with Parks](#) survey indicated that they seek high-quality parks and recreation amenities when choosing a place to live.
- **Economic development:** Parks and recreation improves the quality of life in communities and benefits the local economic development of a region. Eighty-two percent of corporate executives responding to a 2022 [Area Development](#) survey rated quality-of-life features as an important factor when choosing a location for a headquarters, factory or other company facility. Further, 94 percent of adults responding to the [March 2020 NRPA Park Pulse](#) poll expressed support for their local government investing in infrastructure improvements that promote economic activity in their community
- **Visitor spending:** Many local park and recreation agency amenities spur tourism to their respective locales, generating significant economic activity, including (but not limited to) increased sales at local restaurants/bars and hotels. An [August 2017 NRPA Park Pulse](#) poll found that people seek out park and recreation amenities — such as beaches, parks, trails and secluded and relaxing places — when choosing a vacation destination. An [August 2021 NRPA Park Pulse](#) poll noted that more than nine in 10 U.S. adults find park and recreation summer activities create fond memories.

KEY CONCLUSIONS



Ashland Park along the Ohio River in Clarksville, Indiana, overlooking the Louisville, Kentucky Skyline. Photo courtesy of Ken Conklin.

Park and recreation professionals at the more than 10,000 agencies across the United States positively contribute to their communities in many different ways. Not only are parks leading the way in terms of health and wellness, equity, and conservation, but they also drive significant economic activity.

Local park and recreation agencies generated nearly \$218 billion in U.S. economic activity and supported almost 1.3 million jobs from their operations and capital spending alone in 2019. Preliminary estimates for 2020 show that parks and recreation remained resilient in the face of the COVID-19 pandemic, with \$225 billion in economic activity and 1.25 million jobs supported. These results, combined with studies on the state and [national](#) park systems, are proof that public parks are robust engines of economic activity.

Parks and recreation is a part of a broader outdoor recreation economy. The [Bureau of Economic Analysis](#) estimates that the outdoor recreation economy represents \$374.3 billion of gross domestic product (GDP) — or 1.8 percent of the U.S. economy.

Beyond the impact of their expenditures, park and recreation agencies generate even more economic value through their promotion of health and wellness, as well as conservation and resiliency that foster higher property values and increase tourism. Critically, park and recreation amenities are the cornerstones to improving a locality's or region's quality of life — a significant factor in attracting employers and workers to an area.

When combined with the ability to deliver healthier and happier communities, the powerful impact parks and recreation has on economic activity highlights the fact that park and recreation agency offerings are not merely a “nice-to-have” luxury government service. Instead, parks and recreation transforms our cities, towns and counties into vibrant and prosperous communities for all.

Policymakers and elected officials at all levels of government should take notice and support greater and more stable taxpayer funding of parks and recreation. Local park and recreation agencies not only help raise the standard of living in our neighborhoods, towns and cities, but they also spark economic activity that can have ripple effects well beyond any initial expenditure in creating jobs and prosperity throughout our nation.

This study uses data from the U.S. Census Bureau to estimate operational spending by local park systems. The [Survey of Public Employment & Payroll](#) offers estimates of agency employment and payrolls in 2019, while the [Annual Survey of State and Local Government Finances](#) provides agency operations spending data. Researchers at the Center for Regional Analysis at George Mason University (GMU) derived its capital spending estimates from reports available from the National Recreation and Park Association (NRPA) and a review of budget records for dozens of park systems selected to reflect a diverse range of localities and park operating characteristics.

The GMU researchers used the IMPLAN economic input-output model to estimate the total economic impacts, often called “economic contributions,” generated by park system operating and capital spending. Consistent with previous studies prepared for NRPA, the researchers categorized park agency spending as if it were private-sector businesses operating parks, recreation and similar entertainment venues. In their judgment, this is more accurate than treating the expenditure as general local government spending (i.e., park and recreation agency spending patterns are much more like a privately-run entertainment venue than a local tax office).

The researchers adjusted the model inputs to reflect actual compensation paid to park system employees, which is often different than what private-sector firms pay its employees. The IMPLAN model is the most widely used tool for estimating economic impacts. This model is updated frequently to reflect shifts in the structure of the economy; therefore, the results reported here are not directly comparable to the findings of previous analyses.



More than 100 people (kids and adults) came together to create the largest community painted mural in Minnesota. The mural is 30'x30' and represents elements that the children found beautiful in the city. The majority of the mural was painted with one-inch brushes or smaller. Photo courtesy of Jennifer Fink, City of New Brighton, Minnesota.



NATIONAL RECREATION
AND PARK ASSOCIATION

22377 Belmont Ridge Road,
Ashburn, VA 20148-4501
800.626.NRPA (6772)

nrpa.org



Revenue Replacement Opportunities

• EV Charging Station Res. Park	\$16,000	
• DCC bathrooms upfit	\$29,000	
• Library Circulation Desk	\$35,000	
• Library men's & women's bathrooms	\$135,000	
• New Fencing Optimist Field	\$92,400	
• Memorial B Lights	\$160,000	
• New Fencing Campbell House	\$74,300	
• Appearance Commission Project	\$55,000	
• <u>Campbell House BB Court</u>	<u>\$10,000</u>	
	\$606,700	
• Streambank Capital Reserve Replacement	\$250,000	
• Skate Park Commitment	\$50,000	
• Fire Lane Parking Lot	\$450,000	(in-house est. 80 spots)
• Fire Brush Truck	\$191,525 +	(current pricing)
• Dirt Roads Paving	\$221,000	
• ADA ramp for Admin	\$125,000***	(contractors)
• Pool Deck	\$150,000***	(contractors)
• EV Stations	varies*	(grants/public private)
• DCC Yard Improvements	\$11,500	irrigation/other options TBD
• Old Library upfits + Landscape	TBD	(AC Landscape Plans)
• Admin Building Project	TBD	
• Pool park storage roof replacement	\$10,000	(Demo?)
• Whitehall connection to Town's water	\$25,000***	(hold for MP)
• Whitehall Facility Projects	TBD	(Master Plan)
• Whitehall Land Projects	TBD	(Master Plan)
• Individual DT Parking projects	TBD	
• Individual DT Brick projects	TBD	
• Various Sidewalks	TBD	(Bennett 3 yrs.)
• Reservoir Park Dam Physical Improvements	TBD	
• VIPER Radio replacements	TBD***	(County?)
• Dedicated Meeting Space	TBD	
• Various WSP Projects	TBD***	(CC group/Planner)
• Housing Rehab Program(?)	\$500-\$750k	(Habitat)
• ***Utilities Projects from CIP***	Varies	(Loan delay?)

DEPARTMENTAL NEW CAPITAL REQUESTS DETAIL

Department: Recreation & Parks

Function: Cultural & Recreation

Project Title: Charge Station |
Reservoir Park

Fund: General Fund

Project Description:

With the increase of electric vehicles at a rapid pace, the need for EV stations is on the rise as well. This project is to request 2 charging stations (1 unit) at Reservoir park. While this service shows not only the town is doing their part to clean up the environment, the service will also attract a variety of visitors into the park. According to the state, the goal is to have 80,000 EVs on the road by 2025. The ability to charge at given locations is a great service to our community.

*Still trying to get quote from electrician for conduit and 40 amp double pole breaker and addition of concrete pad.

Costs		2022-2023
Charge Station		\$ 6,000
Electrician/Concrete Pad		\$10,000
Total		\$16,000

DEPARTMENTAL NEW CAPITAL REQUESTS DETAIL

Department: Library

Function: Cultural & Recreation

Project Title: Front Desk replacement

Fund: General Fund

Project Description:

The replacement of the front desk of the Library is necessary due to both wear and tear on the 27 year old furniture- pieces are constantly falling off and being glued back on- and also the large footprint it takes up in the Library. Current customer service trends in libraries also have staff being more accessible to patrons through smaller and less barrier driven desks. SPPL Library patrons have commented that staff do not always seem accessible hidden behind the large front desks.

Materials traditionally stored behind the desk are also more digitally available now. The need for 30 shelves of staff shelving at the front are gone, and many of this is wasted space that could be re-purposed for use by patrons.

Costs		2022-2023
Front Desk components		Est \$35,000
Total		35,000

DEPARTMENTAL NEW CAPITAL REQUESTS DETAIL

Department: Recreation & Parks

Function: Cultural & Recreation

Project Title: Optimist Fence
Replacement

Fund: General Fund

Project Description:

To replace fencing around Optimist Ballfield with a 6', 8-gauge black coated chain-link fence. Old fence has rusted and is also galvanized fence which is no longer allowed by Town code. The contractor has individually quoted the ballfield fence as well as the outside surrounding fence along Morganton Rd and Fire Lane. All pricing is turn key to include deconstruction and disposal of existing fence.

Costs		2022-2023
Ball Field Fence		\$56,200
Outside Fence (Morganton Rd/Fire Lane)		\$36,200
Total		\$92,400



DEPARTMENTAL NEW CAPITAL REQUESTS DETAIL

Department: Recreation & Parks

Function: Cultural & Recreation

Project Title: Lighting Field B |
Memorial Park

Fund: General Fund

Project Description:

Request to add lighting to Field B at Memorial Park.

Field B is the only field without lights in the park. By adding lighting to this field, we can add more programs and rent for longer periods of time.

Costs		2022-2023
Light Structure System, light control		\$ 160,000
Total		\$160,000

DEPARTMENTAL NEW CAPITAL REQUESTS DETAIL

Department: Recreation & Parks

Function: Cultural & Recreation

Project Title: Campbell House
Fence Replacement

Fund: General Fund

Project Description:

To replace all the split rail fence around the Campbell House property with a sturdier split rail style fence. A good portion of the properties fence has rotted beyond repair.

Costs		2022-2023
Install 200 sections 2 rail round split rail fence		\$48,950
Removal of existing fence (In House)		0.00
Total		\$48,950



Memorandum

November 30, 2021

Recommendation to Town of Southern Pines Council

Combine Legacy Landmark Funding projects for 2021-22/2022-23.

The Appearance Commission Tree Committee recommends that the town combine two up-coming projects and budget to have both completed this coming **January/February 2022.**

The two projects are the street tree replacement project in the **100 block of W. New Hampshire** and the project to renew the **landscaping around the municipal parking** behind the Sunrise Theatre and adjacent to the 100 block of W. New Hampshire.

As was done in early 2021 with the 100 block of W. Pennsylvania, this project would be “turn-key” and completed by an outside contractor. The projects include tree removal, new tree replacement, creation of new tree wells and installation of pavers. The combined projects being adjacent should be completed more quickly and easily by the contractor. Completion quickly and efficiently will be less disruptive to the surrounding businesses and hopefully generate less concern in the community.

The combined projects would include taking out 17 large trees and replanting with 20 deciduous trees and 2 live or laurel oaks. It would also include planting numerous low growing ornamental shrubs.

The town has a contractor ready to do the work for both projects in January/February 2022. The costs associated with these two projects are not likely to decrease. The Appearance Commission recommends the project go ahead now as a special project, but if this not feasible, the commission suggests these combined projects be budgeted together as a larger project in the 2022-23 budget year, combining the Landmark Legacy funding for both 2021/22 and 22/23.

2022 tree replacement project

100 block of W. New Hampshire Ave

- \$6,800 – Mac’s tree service price for removal of 6 trees.
- \$1,300 – Bradford price for stump grinding/6 stumps.
- \$2,200 – Cost of 10 new trees.
- \$14,071 – Colonial Landscape price for paver removal/ 49 square feet, tree well creation/1, paver installation/ 658 square feet, excavation & tree installation.

Total cost estimate: **\$24,371**

Municipal Parking lot off of W New Hampshire Ave

- \$20,602 - Colonial Landscapes – quote attached
- \$5,800 – Mac’s Tree Service – quote attached
- \$1,800 – New Trees – quote from staff.
- \$300 – Bradford Stump Grinding – quote from staff.

Total cost estimate: **\$28,502**

Overall total for both projects combined is \$52,873

Respectfully submitted, Town of Southern Pines Appearance Commission,
Tree Committee, Terry Lenahan, Cynthia Dowdy, Katherine Schirmer
November 30, 2021

DEPARTMENTAL NEW CAPITAL REQUESTS DETAIL

Department: Recreation & Parks

Function: Cultural & Recreation

Project Title: Campbell House Basketball Court

Fund: General Fund

Repaving

Project Description:

To repave the existing 7,400 square foot basketball court. The court is cracked in several places and also has pot holes forming. This will give the Recreation department more options for programs and outside events.

Costs		2022-2023
Court Resurfacing		\$10,000
Total		\$10,000



Agenda Item

To: Reagan Parsons, Town Manager
From: BJ Grieve, Planning Director
Subject: Historic District Commission Appointment – Michelle Peele
Date: October 11, 2022

I. RECOMMENDATION:

The Planning Director recommends that Ms. Michelle Peele be considered for appointment to serve on the Historic District Commission at the Regular Business Meeting of the Town Council on October 11, 2022, for a first term to expire on October 10, 2026.

II. BACKGROUND:

Ms. Peele has expressed an interest in serving and has applied for appointment to the Historic District Commission and the Planning Director has recommended her for appointment.

III. LEGAL REVIEW:

In accordance with UDO §8.16.1(B), the Historic District Commission shall consist of seven (7) members, all of which shall be resident citizens.

- *The Commission currently consists of five (5) active members who reside in Town.*
- *Ms. Peele currently resides in Town and is thereby eligible for appointment as a member of the Commission.*

In accordance with N.C.G.S. §160D-303, as well as UDO §8.16.1, a majority of the members of the commission shall have demonstrated special interest, experience, or education in history, architecture, archaeology or related fields.

- *Ms. Peele has several years of experience as a licensed general contractor, which included construction and renovations that were subject to historic preservation guidelines.*

In accordance with UDO §8.16.1(C), HDC members shall be appointed for four-year staggered terms. Members may be appointed to not more than two (2) successive complete terms but may be eligible for reappointment after one year has elapsed from the date of termination of the second term.

- *Upon appointment, Ms. Peele will serve her first term to expire on October 10, 2026.*

Additionally, as a Certified Local Government, which makes the Town eligible for historic preservation-related grants and other benefits, the HDC is required to meet specific training requirements. At least two members, as well as designated staff, must attend at least one informational or educational meeting per year pertaining to their work on the HDC.

Agenda Item

To: Reagan Parsons, Town Manager
From: BJ Grieve, Planning Director
Subject: Historic District Commission Appointment – Sandra Carroll
Date: October 11, 2022

I. RECOMMENDATION:

The Planning Director recommends that Ms. Sandra Carroll be considered for appointment to serve on the Historic District Commission at the Regular Business Meeting of the Town Council on October 11, 2022, for a first term to expire on October 10, 2026.

II. BACKGROUND:

Ms. Carroll has expressed an interest in serving and has applied for appointment to the Historic District Commission and the Planning Director has recommended her for appointment.

III. LEGAL REVIEW:

In accordance with UDO §8.16.1(B), the Historic District Commission shall consist of seven (7) members, all of which shall be resident citizens.

- *The Commission currently consists of five (5) active members who reside in Town.*
- *Ms. Carroll currently resides in Town and is thereby eligible for appointment as a member of the Commission.*

In accordance with N.C.G.S. §160D-303, as well as UDO §8.16.1, a majority of the members of the commission shall have demonstrated special interest, experience, or education in history, architecture, archaeology or related fields.

- *As the Regional Director of Operations, Ms. Carroll was involved in the construction of new facilities at the University of Pittsburgh Medical Center.*

In accordance with UDO §8.16.1(C), HDC members shall be appointed for four-year staggered terms. Members may be appointed to not more than two (2) successive complete terms but may be eligible for reappointment after one year has elapsed from the date of termination of the second term.

- *Upon appointment, Ms. Carroll will serve her first term to expire on October 10, 2026.*

Additionally, as a Certified Local Government, which makes the Town eligible for historic preservation-related grants and other benefits, the HDC is required to meet specific training requirements. At least two members, as well as designated staff, must attend at least one informational or educational meeting per year pertaining to their work on the HDC.

CURRENT		PROPOSED	
Equipment	Charge per Hour	Equipment	Charge per Hour
Pick-up truck	\$10	Pick-up truck	\$20
1 ton truck	\$35	1 ton truck	\$35
Dump truck	\$35	Dump truck	\$55
Backhoe with operator	\$75	Backhoe / mini-x	\$75
Skid steer loader with operator	\$50	Skid steer loader	\$50
Motor grader with operator	\$150	Boom Mower	\$150
Street sweeper with operator	\$150	Street Sweeper	\$150
Jet rodder with operator	\$150	Combination jet/vac truck	\$300
Tractor with attachments with operator	\$50	Tractor with attachments	\$50
Air compressor	\$15	Air compressor	\$35
Power rodder	\$15	DELETE	
Hand rodder	\$5	DELETE	
		Asphalt Recycler	\$150
		ATV/UTV	\$30
		Zero turn mower	\$25
		Aerial Lift	\$20
		Wood Chipper	\$50
Dewatering pump	\$15	Dewatering pump	\$15
Asphalt roller	\$15		\$30
Concrete mixer	\$40		\$40
Chain saw	\$10		\$15
Pipe saw	\$15	Pipe saw	\$15
Floor saw	\$25	Floor saw	\$25
Tamp	\$10	Tamp	\$20
Trench roller	\$25	Trench roller	\$65
Wet tap	\$25 per use	Wet tap	\$25 per use
		Hydrant meter - rates	Water Rates
		- Deposit	\$1,000
		- Rental	\$75 per day

CURRENT		PROPOSED	
FEE		Materials	FEE
Single blade	\$105	Single blade	replacement cost plus 20%
Double Blade	\$165	Double Blade	replacement cost plus 20%
Stop, yield and like	\$80	Stop, yield and like	replacement cost plus 20%
Handicapped parking signs	\$25	Handicapped parking signs	replacement cost plus 20%
van accessible sign	\$10	van accessible sign	replacement cost plus 20%
u - channel post	\$35	u - channel post	replacement cost plus 20%
		Round Post	replacement cost plus 20%
Decorative street sign /post	replacement cost plus \$50	Decorative street sign /post	replacement cost plus 20%
Construction Inspection		Construction Inspection	
Street Construction (includes storm drainage)	\$2.60 per linear foot, \$150 minimum	Street & Fire Lane Construction	\$2.00 per linear foot, \$150 minimum
Sidewalk construction	\$0.50 per linear foot, \$150 minimum	Sidewalk and Greenway construction	\$0.75 per linear foot, \$150 minimum
		Storm Line construction	\$1.00 per linear foot, \$150 minimum
		Curb and Gutter Construction	\$0.75 per linear foot, \$150 minimum
Water construction	\$1.00 per linear foot, \$150 minimum	Water construction	\$1.25 per linear foot, \$150 minimum
Sewer construction	\$1.00 per linear foot, \$150 minimum	Sewer construction	\$1.25 per linear foot, \$150 minimum
Unusual improvements	\$35 per hour	Unusual improvements	\$45 per hour
		Repairs	
Aspahalt cut repair up to 300 square foot	\$3	Aspahalt cut repair up to 300 square foot	\$5 per square foot
Over 300 sq ft at 1 location	Cost plus 20%	Over 300 sq ft at 1 location	Cost plus 20%
Sidewalk repair up to 100 square ft	\$5	Sidewalk repair up to 100 square ft	\$7 per square foot
Sidewalk repair over 100 sq ft	Cost plus 20%	Sidewalk repair over 100 sq ft	Cost plus 20%
Curb and gutter repair up to 50 linear ft	\$27	Curb and gutter repair up to 50 linear ft	\$29 per square foot
Curb and gutter repair over 50 linear ft	Cost plus 20%	Curb and gutter repair over 50 linear ft	Cost plus 20%



**DATA SHEET FOR APPOINTMENT TO
COMMITTEES, COMMISSIONS
AND BOARDS**

COMMITTEE, COMMISSION, OR BOARD IN WHICH INTERESTED: Planning Board

NAME: John Earp TELEPHONE: 313 231 0220

ADDRESS: 815 East Massachusetts Ave, SP EMAIL: john@theotherearp.com

EDUCATIONAL BACKGROUND

Master in Human Resource Development - Webster University (St. Louis, MO))

Bachelor in Business Administration - Texas Tech University (Lubbock, TX)

EMPLOYMENT

JOB TITLE: Regional Manager - Export Division (retired)

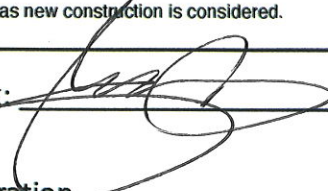
EMPLOYER: Ford Motor Company

CIVIC AND PROFESSIONAL ACTIVITIES: Board of Directors for Weymouth Center for the Arts, Arts Council of Moore County and The Penick Foundation. Additionally was member of the Sunrise Theater's Event

Committee

PAST MEMBERSHIP IN ORGANIZATIONS AND OFFICES HELD: _____

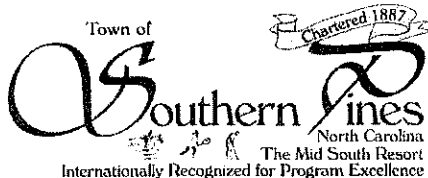
ANY ADDITIONAL INFORMATION AND COMMENTS: During my time with Ford Motor Company I was responsible for regions such as Asia Pacific, Middle East, Sub-Sahara Africa, etc.... As part of my duties I approved over 70 facility actions which included new construction or building restoration. Additionally, I have both appreciation & concern for impact of development on quality of life in the community and the need for balance as new construction is considered.

DATE: 10-19-22 SIGNATURE: 

PLEASE RETURN TO: Administration
125 SE Broad Street
Southern Pines, NC 28387

admin@southernpines.net

Your application will remain on file 12 months from the date of completion



DATA SHEET FOR APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

COMMITTEE, COMMISSION, OR BOARD IN WHICH INTERESTED: Planning Board

NAME: Jennifer B Garner TELEPHONE: 910-6930043 office

ADDRESS: 208 Lazar Lane Southern Pines EMAIL: jennifer.garner@jennifergarnerlaw.com

EDUCATIONAL BACKGROUND

Pinecrest High School 1987, UNC-G, Magna Cum Laude, BA- Political Science 1990,

Wake Forest School of Law 1994

EMPLOYMENT

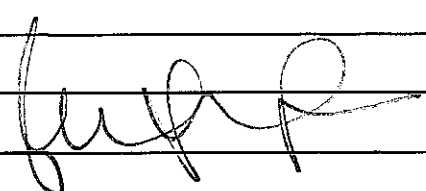
JOB TITLE: Attorney

EMPLOYER: Garner Law Firm, PLLC

CIVIC AND PROFESSIONAL ACTIVITIES: See Attached

PAST MEMBERSHIP IN ORGANIZATIONS AND OFFICES HELD: See attached

ANY ADDITIONAL INFORMATION AND COMMENTS: _____

DATE: 9/30/2022 SIGNATURE: 

PLEASE RETURN TO:

Administration
125 SE Broad Street
Southern Pines, NC 28387

admin@southernpines.net

Your application will remain on file 12 months from the date of completion

Jennifer B. Garner
Garner Law Firm, PLLC
125 Applecross Road
Pinehurst, NC 28374
jennifer.garner@jennifergarnerlaw.com
910-693-0043
910-693-0045 (facsimile)

Education

Pinecrest High School, Moore County, 1987

Bachelor of Arts in Political Science, University of North Carolina at Greensboro,
December 1990, Magna Cum Laude

Wake Forest University of Law, Juris Doctor, 1994

Professional and Community Involvement

Sandhills Area Chamber of Commerce

Operation Thank you, Chair, 1995

Business EXPO, Chair, 1995

Ambassador, Chair, 1996

William F. Hollister Award, Volunteer of the Year, 1996

Board of Directors, 1996- 2004

Treasurer, 2003-2004

Sandhills Career Education Partnership- Executive Committee

Past Member

Moore County Board of Education, 1999-2006

Chair, 2001 and 2002

Moore Regional Hospital Foundation, Professional Advisory Council 1995-present

Chair- 2009

Retired and Seniors Volunteer Program, Board of Directors, 1996-2000

National Academy of Elder Law Attorneys (National and North Carolina Chapter)

Southern Pines Jaycees 1995-2006

President, 1998-1999

Charitable Development Vice President, 1997-1998

Management Development Vice President, 1996-1997

Secretary, 1995-1996

Sandhill Business and Professional Women, 1st Vice-President, 1995

First Tee, Board Member, 2001-2003

Public Education Foundation of Moore County, ex-officio
Until 2003

North Carolina Bar Association
Real Property Section, Elder Law Section, Estate Planning and Probate Section
Elder Law Section Counsel 2002-2012, and 2017-2019

North Carolina Bar

Moore County Bar Association
Secretary, 1997-1998
Member Office Practice Section

US Congressional District Outstanding Citizen Award, 1996

Whispering Pines Board of Adjustment, 2000-2003

Areas of Practice

Elder Law
Estate Planning
Estate Administration
Real Estate

Family

Resident of Southern Pines, 34 years

Resident of Whispering Pines, 1998-2003

Husband, Brad, Airline Pilot, American Airlines

Children- Caitlin (20), Andrew (18), Emma (17)

Parents- George and Lynn Barnhart of Pinehurst

In laws- Harold (Deceased) and Dorothy Garner of Pinehurst

Grandparents- William and Jean Barnhart of Southern Pines (Deceased)
Gerard and Jeanne Hildebrand of Southern Pines (Deceased)



**DATA SHEET FOR APPOINTMENT TO
COMMITTEES, COMMISSIONS
AND BOARDS**

COMMITTEE, COMMISSION, OR BOARD IN WHICH INTERESTED: Planning and Zoning Committee

NAME: Matthew Walden TELEPHONE: 919-358-4201

ADDRESS: 1200 West Pennsylvania Ave. Southern Pines, NC EMAIL: walm_@hotmail.com

EDUCATIONAL BACKGROUND

Pinecrest High School, East Carolina University BA, East Carolina University BS

EMPLOYMENT

JOB TITLE: CEO of MCM Enterprises, CEO of Real Help Consulting

EMPLOYER: _____

CIVIC AND PROFESSIONAL ACTIVITIES: Save Our Sons Mentor, Save Our Sisters Mentor, Tutor,

Big Brother Mentor

PAST MEMBERSHIP IN ORGANIZATIONS AND OFFICES HELD: _____

ANY ADDITIONAL INFORMATION AND COMMENTS: Youth Coach Greenville Tennis Association,

Instructor and Event Organizer SFU

DATE: 10/5/2022 SIGNATURE: Matthew Walden

PLEASE RETURN TO: Administration
125 SE Broad Street
Southern Pines, NC 28387

admin@southernpines.net

Your application will remain on file 12 months from the date of completion

Agenda Item

To: Reagan Parsons, Town Manager

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

Subject: AX-05-22: Investigate the Sufficiency of a Request for Voluntary Annexation of .41 acres Contiguous to the Corporate Limits of the Town of Southern Pines; Applicant: Veronica Lofton

Date: October 24, 2022

I. SUMMARY OF APPLICATION REQUEST:

Veronica Lofton is requesting voluntary annexation of .41 acres that is currently outside of the corporate limits of the Town of Southern Pines. The deed recorded in Book 5881 at Page 586 describes the property as “Lots Numbers Twelve (12), Fourteen (14) and Fifteen (15) in Block One as shown on a map entitled ‘Westhaven Grove’ which is recorded in Map Book 3 at page 100 in the Office of the Register of Deeds of Moore County.” Per the Moore County tax records, the subject property is identified as PIN 857216729769 (PARID 00033536).

II. PROJECT INFORMATION:

A. Physical Address:

W. Indiana Avenue
Southern Pines, NC 28387

B. Property Owner/Applicant:

Veronica Donell Lofton
4894 Downing Drive
Columbus, OH 43232

C. Property Identification & Parcel Identification Number:

PIN 857216729769; PARID 00033536

D. Size of Property:

Total area: .41 acre

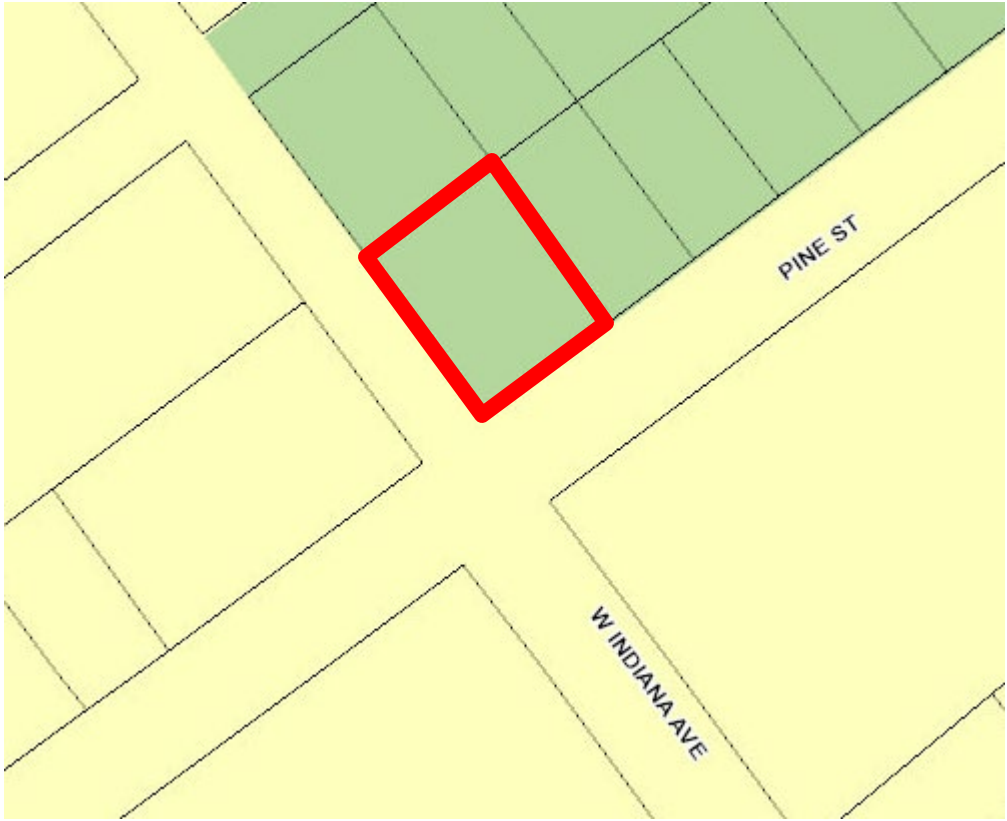
III. STAFF COMMENTS:

- The applicant has submitted a Petition for Voluntary Annexation accompanied by a survey and written metes and bounds description of the subject property.

- The written metes and bounds description of the area to be annexed has been approved by the Moore County Tax Mapper.
- The request is a voluntary request for contiguous annexation as the adjacent properties are within the corporate limits of the Town of Southern Pines (see Figure 1).
- The subject property is presently zoned RS-1 (Residential Single-Family). The adjacent properties are also zoned RS-1.
- 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 Petition for Voluntary Annexation. Following the investigation, if the Town Clerk certifies the sufficiency of the Petition, a Resolution to fix a date for a public hearing will be before the Town Council at the November 8, 2022 Regular Meeting pursuant to N.C.G.S. §160A-31(c).
- **Comprehensive Long Range Plan Analysis:**
 - The subject property is identified as “Residential” on the Comprehensive Long Range Plan (CLRP) Future Land Use Map (see Figure 3). Per the CLRP 2015-2016 update:

“This designation encompasses the majority of Southern Pines’ residential land, providing for single-family and attached housing at development densities ranging from one unit per acre in areas that are less intensively developed to up to twelve units per acre in places that are clearly more urban. Elementary schools, civic uses, parks and neighborhood scale commercial services may be authorized through the rezoning process without amending the future land use map.”

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

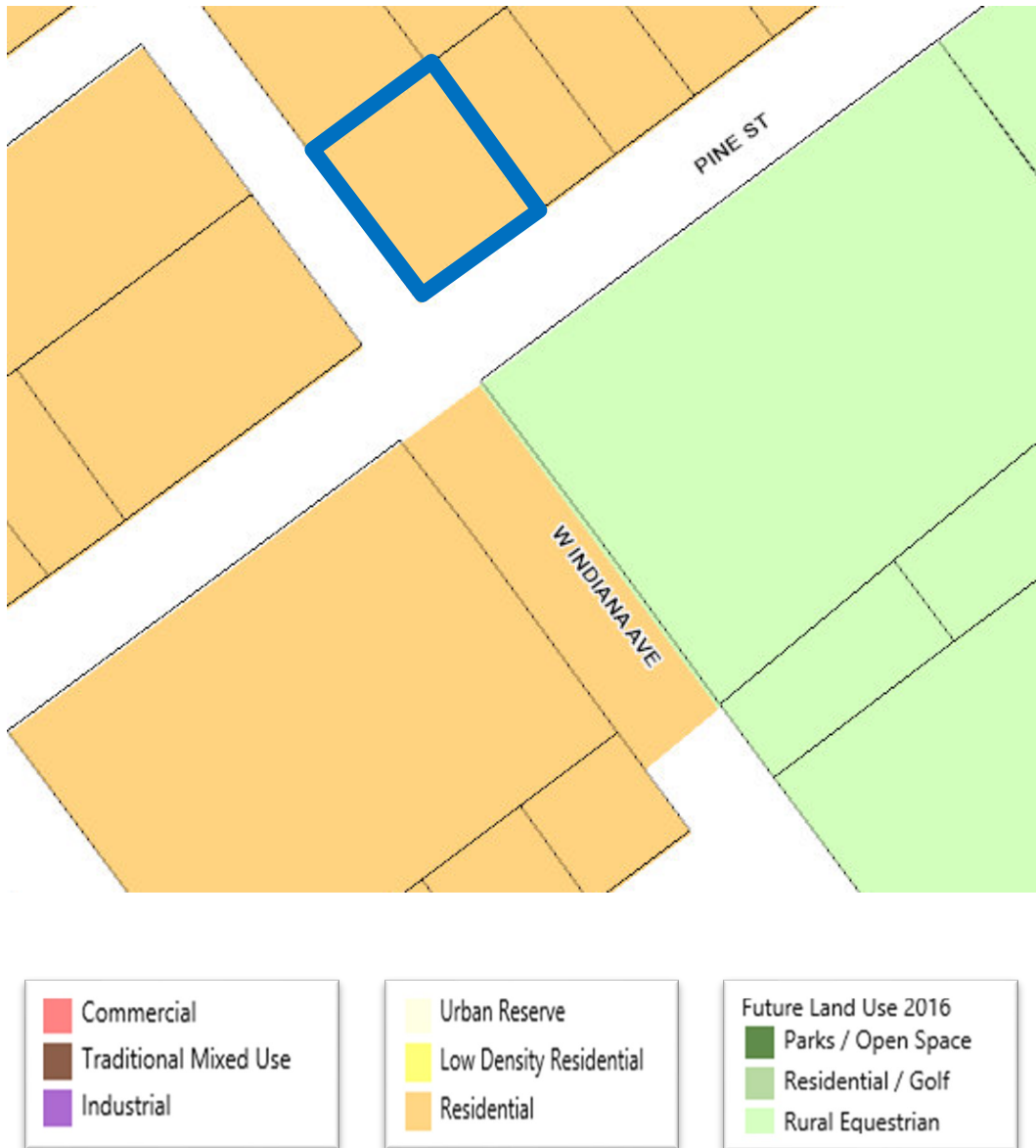


 Town of Southern Pines Corporate Limits  Town of Southern Pines ETJ

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



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



IV. ATTACHMENTS:

1. Petition
2. Written metes and bounds description
3. Survey of subject property

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 Petition received for the voluntary annexation of property as defined in the submitted written metes and bounds description under application AX-05-22.

-or-

- 2) I move to not adopt a Resolution directing the Town Clerk to investigate the Petition received for the voluntary annexation of property as defined in the submitted written metes and bounds description under application AX-05-22.

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: 857216729769; PARID: 00033536
**Deed is attached* 480 Pine St. Southern Pines, N.C. 28387

Property Owner(s):

Name: Veronica Lofton

Signature: Veronica Lofton

Address: 4893 Downing Drive

Columbus, OH. 43232

Name: _____

Signature: _____

Address: _____

Name: _____

Signature: _____

Address: _____

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

7-28-21

Metes and bounds description of Parcel ID# 00033536

A certain tract or parcel of land situate in McNeill Township, Moore County, North Carolina, fronting and lying on the northwest side of Pine Street (80' Public right of way) and the northeast side of Indiana Avenue (60' Public right of way), being further described by metes and bounds as follows:

BEGINNING on the concrete monument found at the intersection of the northwest right of way line of Pine Street and the northeast right of way boundary of Indiana Avenue, said monument being the South corner of Lot 15, Westhaven Grove subdivision (see Map Book 3, Page 100, in the Moore County Register of Deeds Office);

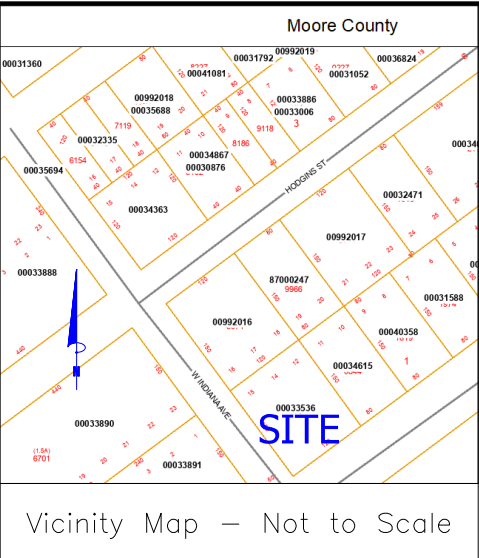
running thence from said beginning corner with said northeast right of way line of Indiana Avenue North $36^{\circ}29'$ West a distance of 150.00 feet to a concrete monument found, said monument being the West corner of said Lot 15 and the South corner of Lot 18 and Parcel ID# 00992018 described in Book 1552, Page 338;

thence with the northwest lines of Lots 15, 14 and 12, said lines being common with the southeast line of said Parcel ID# 00992018, North $53^{\circ}30'$ East a distance of 119.99 feet to a concrete monument found, said monument being the North corner of Lot 12, the East corner of Lot 18, the South corner of Lot 19 and Parcel ID# 87000247, the West corner of Lot 11 and Parcel ID# 0034615;

thence with the common line of said Lots 12 and 11 South $36^{\circ}29'$ East a distance of 150.00 feet to a concrete monument found in said northwest right of way line of Pine Street, said monument being East corner of said Lot 12, the South corner of said Lot 11 and said Parcel ID# 0034615;

thence with said northwest right of way line of Pine Street South $53^{\circ}30'$ West a distance of 120.00 feet to the BEGINNING, containing 18,000 square feet (0.41 acres), and being all of said Lots 12, 14 and 15 of said Westhaven Grove subdivision.

The bearings applied herein are based on the North Carolina coordinate grid system (NAD'83 (2011)) by means of GPS/VRS observations using a Carlson BRx7 receiver and the N. C. Realtime Network.



Notes: This map is not prepared for recording in accordance with GS 47-30.

Area by coordinate method.

Contours interval at one foot, from 2014 LIDAR Data.

The property shown hereon lies within Zone X, minimal flood hazard area, per ncfloodmaps.com.

All distances shown hereon are horizontal ground distances unless otherwise noted.

Subject property is currently zoned RS-1.

Legend: IPF= Iron Pipe Found
IRF= Iron Rod Found
ISF= Iron Stake Found
CMF= Concrete Monument Found
IRS= Iron Rod Set
CMS= Concrete Monument Set
PP= Power/Utility Pole
MH= Sewer Manhole
WM= Water Meter
FH= Fire Hydrant
S/T= Sewer Tap

Reference: Map Book 3 Page 100
Book 5881 Page 586
Moore County Registry

I hereby certify that this map was drawn by me from my actual field survey (deed description recorded in Book 5881 Page 586; that the boundaries not surveyed are indicated as drawn from information in M.B. 3 Page 100; that the ratio of precision is better than 1:7500; and that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).

This ____ Day of _____, 2022.

Emmett S. Raynor, PLS L-2521

Hodgins Street (60' Public R/W)

Indiana Avenue (60' Public R/W)

Pine Street (80' Public R/W)

Pine Street (80' Public R/W Not Open)

Indiana Avenue (80' Public R/W)

Vanessa Greene
PID# 87000247
Book 2807, Page 431
Map Book 3, Page 100

St Peters Deliverance Church of God
PID# 00992016
Book 1552, Page 338
Map Book 3, Page 100

Daryl Hinton
PID# 0034615
Book 5038, Page 287
Map Book 3, Page 100

PID# 00033536
18,000 Sq.Ft.

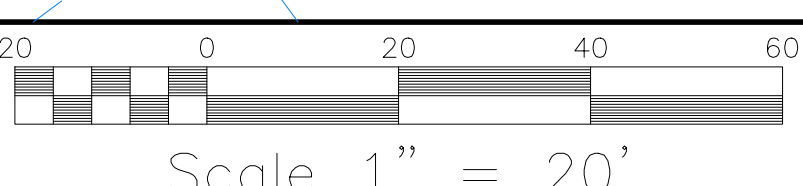
Proposed Brick/Frame Dwelling
with Basement
Concrete Porch
Concrete Walk
PICK ABOVE

TIE LINE
S66°30'E
70.82'

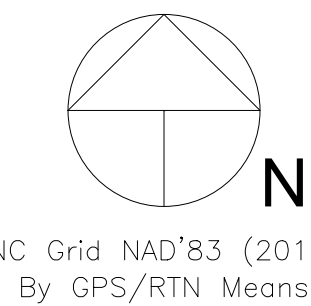
TIE LINE
N00°25'W
48.38'

TIE LINE
N44°04'W
80.33'

TIE LINE
S48°52'W
10.45'



****Preliminary Map****
Not for recording, conveyances or sales.



TOWN OF SOUTHERN PINES RESOLUTION #1031
DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED
UNDER G.S. 160A-31
AX-05-22: Pine Street

WHEREAS, a petition requesting annexation of an area described in said petition was received on September 27, 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 24th day of October, 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 October 24, 2022 as shown in the Minutes of the Town Council meeting for that date.

Elizabeth Robertson, Town Clerk

Agenda Item

To: Reagan Parsons, Town Manager

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

Subject: AX-06-22: Investigate the Sufficiency of a Request for Voluntary Annexation of .56 of An Acre Contiguous to the Corporate Limits of the Town of Southern Pines; Applicant: Moore HL Properties, Inc.

Date: October 24, 2022

I. SUMMARY OF APPLICATION REQUEST:

Dewey Holderfield, on behalf of Moore HL Properties, Inc., is requesting voluntary annexation of .56 of an acre that is currently outside of the corporate limits of the Town of Southern Pines. Per the Moore County tax records, the subject properties are identified as PIN 858220804641 (PARID 00032386) and PIN 858220805642 (PARID 20020514) and are owned by Moore HL Properties, Inc. The request also includes annexation of the portion of Duncan Road that abuts the subject property as well as the intersection of Duncan Road and Petty Street.

II. PROJECT INFORMATION:

A. Physical Address:

520 Petty Street
Southern Pines, NC 28387

B. Property Owner/Applicant:

Moore HL Properties, Inc.
55 Walnut Creek Road
Pinehurst, NC 28374

C. Property Identification & Parcel Identification Numbers:

PIN 858220804641 (PARID 00032386)
PIN 858220805642 (PARID 20020514)

D. Size of Property:

Total area: .56 of an acre

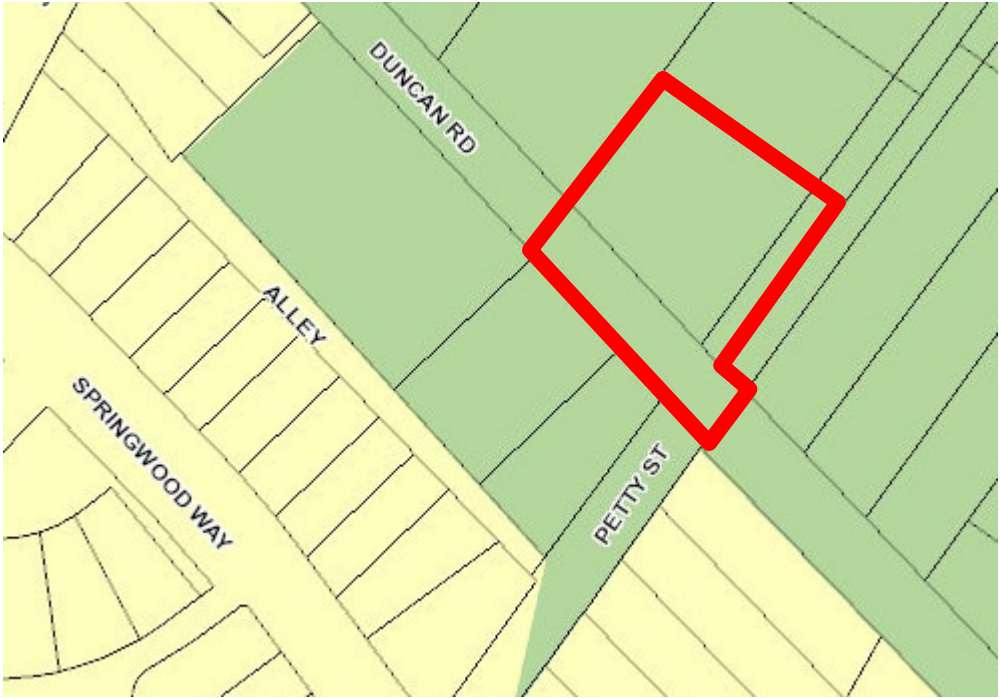
III. STAFF COMMENTS:

- The applicant has submitted a Petition for Voluntary Annexation accompanied by a survey and written metes and bounds description of the subject properties.

- The written metes and bounds description of the area to be annexed has been approved by the Moore County Tax Mapper.
- The request is a voluntary request for contiguous annexation as the adjacent properties are within the corporate limits of the Town of Southern Pines (see Figure 1).
- The subject property is presently zoned RS-1 (Residential Single-Family). The adjacent properties are also zoned RS-1.
- 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 Petition for Voluntary Annexation. Following the investigation, if the Town Clerk certifies the sufficiency of the Petition, a Resolution to fix a date for a public hearing will be before the Town Council at the November 8, 2022 Regular Meeting pursuant to N.C.G.S. §160A-31(c).
- **Comprehensive Long Range Plan Analysis:**
 - The subject property is identified as “Residential” on the Comprehensive Long Range Plan (CLRP) Future Land Use Map (see Figure 3). Per the CLRP 2015-2016 update:

“This designation encompasses the majority of Southern Pines’ residential land, providing for single-family and attached housing at development densities ranging from one unit per acre in areas that are less intensively developed to up to twelve units per acre in places that are clearly more urban. Elementary schools, civic uses, parks and neighborhood scale commercial services may be authorized through the rezoning process without amending the future land use map.”

Figure 1: Adjacent Property (Area 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 Red)



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



IV. ATTACHMENTS:

1. Petition
2. Written metes and bounds descriptions
3. Survey of subject property

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 Petition received for the voluntary annexation of property as defined in the submitted written metes and bounds description under application AX-06-22.

-or-

- 2) I move to not adopt a Resolution directing the Town Clerk to investigate the Petition received for the voluntary annexation of property as defined in the submitted written metes and bounds description under application AX-06-22.

TOWN OF SOUTHERN PINES RESOLUTION #1032
DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED
UNDER G.S. 160A-31
AX-06-22: Petty Street

WHEREAS, a petition requesting annexation of an area described in said petition was received on October 11, 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 24th day of October, 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 October 24, 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

Subject: Request from Ms. Jill Connett, Head of School at Episcopal Day School, for a twelve (12) month extension of Architectural Compliance Permit AR-09-20 per UDO §2.8.2. The subject property is located at 335 South May Street.

Date: October 24, 2022

I. SUMMARY:

Back in the summer of 2017, prior to the commencement of the 2017-2018 school year, Episcopal Day School (EDS) contacted the Town of Southern Pines Planning Department about an urgent need for additional classroom space. EDS wished to place a temporary modular classroom on their campus prior to the first day of classes. The Planning Director at the time determined that EDS could apply for an Architectural Compliance Permit (AR) for the temporary placement of a modular classroom structure that did not comply with the requirements of Unified Development Ordinance (UDO) §4.10.4 but that would not be visible from a public street. AR-04-17 was approved by the Town Council on June 13, 2017 with a condition that the temporary modular classroom be removed within three years.

On May 14, 2020, Dr. Jill Connett, Head of School of EDS, applied for another AR to allow the temporary modular classroom to remain on the campus for an additional three years while the school continued working on finding permanent classroom space. AR-09-20 was approved by the Town Council on July 8, 2020 with a condition that the temporary modular classroom be removed by September 1, 2023. As of the date of the October, 2022 Town Council Work Session, there are now approximately ten (10) months until the temporary modular classroom must be removed, per approval of AR-09-20.

Tyler Cook, with Latitude Builders, is assisting EDS with their classroom space situation and contacted the Planning Department in August of 2022 to learn more about AR-09-20. Mr. Cook is addressing the situation prior to the expiration of AR-09-20 so that the school has time to develop a strategy. Mr. Cook and Dr. Connett met with the Planning Director on September 1, 2022 and were informed of the recent changes to UDO §2.8 regarding expiration and extension of valid development approvals. On September 2, 2022, the Planning Director received via email from Tyler Cook a written request from Dr. Connett (attached) for a twelve (12) month extension of AR-09-20, per UDO §2.8.2.

UDO §2.8.2 reads as follows:

2.8.2. Extension of Development Approval

(A) Except as specifically provided in this chapter, the Permit Issuing Authority may extend the approval for a period of up to twelve (12) months if it concludes:

- (1) The approval has not yet expired;
- (2) The approval recipient has proceeded with due diligence and in good faith; and
- (3) Conditions have not changed so substantially as to warrant a new application.

(B) Successive extensions may be granted for periods up to twelve (12) months upon the same findings. All such extensions may be granted without resort to the formal processes and fees required for a new permit.

(Ord. #1714; Ord. #1919)

II. TOWN COUNCIL ACTION:

Dr. Connett is requesting a twelve (12) month extension of AR-09-20 per UDO §2.8.2. The Town Council, as the “permit issuing authority” for the existing valid development approval, may approve the request by motion (extending the validity of the development approval to September 1, 2024), may deny the request, or may take some other action.

III. ATTACHMENTS:

1. Letter from Dr. Jill Connett (undated).



Engaging the Mind, Body & Spirit

Re: Episcopal Day School – Extension of Development for AR – 09 -20

"In 2017, the Head of School for Episcopal Day School (EDS), Tom Brereton, submitted a request for establishing a temporary modular classroom on campus due to growing enrollment numbers. That request was granted (after application process and building compliance), and the modular unit was established. In 2020, when we were in the middle of the pandemic, the modular unit was being used for classroom space (providing more opportunities for indoor/outdoor learning). Because the leadership of EDS had changed in 2019, and the pandemic hit in 2020, there was much uncertainty as to how enrollment would stabilize (or not) during such an unprecedented time. In 2020, the new head of school, Dr. Jill Connett, submitted a request to the Town of Southern Pines to extend the permit for the modular another 3 years as school leadership was in hopes of coming out of the pandemic during that time to make plans for new space for those existing classrooms. Several options have been considered over the past couple of years; 1) building another small building on campus to accommodate those 2 classrooms, 2) renting another small building from Emmanuel Episcopal Church on the campus, and/or 3) possibly adding on to a couple of different buildings already existing on campus. Simultaneously, the economy, lack of availability and cost of building supplies, Emmanuel church "closing" for an extended time during the pandemic, and much uncertainty about when we would emerge from the limitations of COVID-19 have all delayed action on possible space solutions to accommodate these two classrooms of students. As we are in a much better place as of this 2022-23 school year, having a better understanding of enrollment security, building materials availability and cost becoming more stable, and church activities resuming, the EDS Board of Trustees and the Head of School are currently in active discussions regarding the possibilities for securing space for two classrooms (currently being housed in the modular unit) after the modular unit has to be removed (at this point...NLT September, 2023). As previously stated, due to the limitations over the past couple of years, if it is decided that building or adding to an existing building is the solution, obtaining permits and actually building will take longer than the time remaining on our extended permit at this time. Also, if it is determined that another building on campus could be rented, it will take time to vacate and establish a building as classrooms. For these unusual circumstances (extended time in the pandemic), Episcopal Day School leadership is requesting a 12-month extension per UDO 2.8.2 to keep the modular unit on campus to continue to serve as two classrooms while other arrangements are considered and established. EDS leadership believes we have met the three conditions to be granted this extension: 1) We have brought this request while our current approval has not expired, 2) We are proceeding with due diligence and in good faith to resurrect the best option for our school, 3) Our conditions have not changed substantially to warrant a new application. The board has many options in place to remove the temporary unit, however the amount of time given will determine our solution. If granted the 12month extension we will have the time and resources needed to pursue our best options.

Jill Connett, Ed.D.
Episcopal Day School
Head of School
jconnett@episcopalday.org
910-692-3492

**NORTH CAROLINA
MOORE COUNTY**

**LEASE AGREEMENT BETWEEN THE TOWN OF SOUTHERN PINES AND
WELCOME TO SOUTHERN PINES, INC. FOR THE SOUTHERN PINES TRAIN STATION**

THIS LEASE is made effective this 1st day of November, 2022, by and between WELCOME TO SOUTHERN PINES, INC., referred to as "Lessee" and the TOWN OF SOUTHERN PINES, Lessor, referred to as "Town."

1. Lease Term & Premises

- a. This agreement provides for the Lessee's sole and exclusive use for portions of the premises known as the Southern Pines Train Station located at 235 NW Broad Street. The Lessee has sole and exclusive access to the northern-most room, commonly known as "the Welcome Center," and the space commonly referred to as "the Station Master's Office."
 - i. In addition, the Lessee, Town, and other occupants and invitees may use in common with others those portions of the building where access is reasonably necessary.
 - ii. Lessee accepts the premises on an "as is" basis on the 1st day of November, 2022, at which time the premises are deemed ready for occupancy as described by this agreement.
- b. The term of this lease commences on the 1st day of November 2022, and runs for a period of three years. The lease shall be automatically renewed for two (2) additional terms of three years terms, unless either party provides written notice of termination of ninety (90) days or more. This lease shall immediately terminate if the building is destroyed or rendered unfit for use and occupancy by fire or another casualty.

2. Lessee's Use of Premises

- a. The Lessee shall use the leased premises exclusively for a Welcome Center and Cultural History Museum. The premises may also be used to host space for temporary events.
- b. In exchange for the visitor information and welcome services provided by the Lessee, the Town agrees to lease the premises at no charge to the Lessee.
- c. The Lessee may not assign this lease.
- d. The Lessee may sublease a portion of the premises described herein upon approval of the Town Council. In considering a request to sublease, the monetary terms of the existing lease may be updated accordingly.
- e. The Lessee may provide host space for temporary events upon receiving written approval from the Town Manager or his/her designee. Temporary events shall be defined as leasing

the space on an hourly basis for no more than three (3) consecutive days and not more than twice to the same individual/group in any given calendar year.

3. Amtrak Caretaker Agreement

- a. Lessee acknowledges that, at the time this lease was executed, the Town was party to an agreement with Amtrak for providing “caretaker” services for the unstaffed Southern Pines train station. The lessee agrees to provide the customer service duties required in said agreement, to generally include: assisting the public with questions related to the train schedule, travel, and similar; assisting travelers with the on-site ticket kiosk; making the passenger waiting room available to passengers during the hours around train arrivals and departures; and related duties to assist ticketed and prospective customers.
- b. In exchange for providing these customer service duties associated with the Amtrak caretaker agreement, the Town shall pay the Lessee \$300 per month. This payment shall only be required during such time that a Caretaker arrangement is in effect between the Town and Amtrak. The Town will make the payment within fifteen days of receiving the full payment from Amtrak.
- c. Both the Town and Lessee acknowledge that the primary purpose of this lease is for the Lessee to provide services associated with the Welcome Center and Cultural History Museum. In the event that the Town and Amtrak terminate the caretaker agreement, this lease agreement is still in effect and the other terms and responsibilities of both the Town and the Lessee do not change.

4. Operating Responsibilities for Lessee and Town

- a. 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 Town.
- b. 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. This includes the expense of replacing/repairing any windows that are broken as a result of activities taking place inside the building or that are the result of any criminal activity. The Town will maintain and repair the building’s exterior, including the HVAC system.
- c. The Town will maintain the grounds adjacent to the leased premises in a manner consistent with that provided by the Town in other areas of the historic downtown. Upon reasonable notice, the Town will provide such maintenance and upkeep prior to any event scheduled for the leased premises, if reasonably needed.
- d. The Lessee must maintain the premises in a state of cleanliness consistent with reasonable standards for offices and public areas.

5. Lessee Modifications and Additions to Premises

- a. The Lessee may only use or install signs with the express permission of Town. Exterior signs

must conform to all current ordinances. Permanent signs which have already been installed at the time this lease is executed are deemed to be approved.

- b. The Lessee may not modify or make improvements to the premises, other than minor repairs, without the consent of the Town, 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 Town.

6. Insurance and Liability

- a. The Lessee agrees that it must carry active insurance policies throughout the term(s) of this lease as follows:
 - i. The Lessee must have liability insurance to protect the Town for liability and damage that may be legally imposed upon the Town from this lease, up to \$1,000,000.
 - ii. Sufficiently insure the Lessee's personal property kept on the premises. The Lessee further agree to hold harmless the Town for any damages that might occur to Lessee's Property.
 - iii. Sufficiently insure the Town's personal property which is "on loan" to the Lessee, as outlined in Exhibit A.
 - a. The Lessee must make all reasonable efforts to ensure that the items loaned by the Town are displayed in a manner that is secure and safe and so that they will be maintained in the same condition as they were received.
 - b. The Lessee agrees that the Town maintains ownership of all items on loan. The Lessee must return any or all items to the Town upon request, within a reasonable time frame.
 - iv. The Lessee's policy(ies) must list the Town of Southern Pines as an additional insured.
 - v. The Lessee must furnish a copy of each required, active policy to the Town.

7. Lease Termination

- a. Upon termination of this lease, the Lessee may remove all fixtures installed in the premises, provided this does not result in damage to the premises. The Lessee must pay for the following expenses: 1) to remove any fixtures; 2) to return the premises to their original state at the time the initial lease commenced; and 3) to repair and/or replace any part of the premises which were damaged as a result of installing or removing said fixture(s) or vacating the premises. Said work and payments must be completed by the Lessee before this Lease terminates.
- b. The Town may, at its option, declare this lease terminated and canceled, and take possession of said premises, if the Lessee fails to fulfill any obligation required under this lease and said obligation remains unsatisfied for ten (10) days after the Town provides notice to the Lessee. In addition, either party may, without cause, terminate the lease upon providing a written notice of ninety (90) days to the other party.

- 8. Effective November 1st, 2022, this lease supersedes any and all previous leases between the

parties for the premises described herein.

9. 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.
10. The designation of "Town" 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.
11. All Written Notices referenced under the language of this lease shall be made to:

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

Lessee:
Welcome to Southern Pines, Inc.
Attn: Suzanne Coleman, President
P.O. Box 202
Southern Pines, NC 28388

IN WITNESS WHEREOF, Town and Lessee have executed this lease agreement in duplicate. Signed this _____ day of _____, 2022.

TOWN OF SOUTHERN PINES

WELCOME TO SOUTHERN PINES, INC.

Carol R. Haney, Mayor
Town of Southern Pines

Suzanne Coleman, President
Welcome to Southern Pines, Inc.

EXHIBIT A - Inventory of Items On Loan from Town to Lessee

- Original 2014 painting of Train Station by William Mangum (\$9,700)
- "Vineland Map" (\$5,000)
- Palladian window from TOSP Train Station (\$2,500)
- 2 Southern Pines NC wooden box framed signs (\$500)
- Framed 1892 First Edition of Southern Pines News (\$500)
- 4 wheeled luggage cart from the TOSP Freight Depot (\$TBD)
- Double-Sided Seaboard Railroad oak passenger bench (\$TBD)

**TOWN OF SOUTHERN PINES RESOLUTION #1027
NOTICE OF INTENT TO ENTER INTO A LEASE WITH
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
FOR WATER TOWER LEASE FOR WIRELESS COMMUNICATION EQUIPMENT**

WHEREAS, the Town of Southern Pines owns the Weymouth Water Tank (Tank) at 475 N. Ridge Street; and

WHEREAS, the Town has an existing lease agreement with Alltel Communication, LLC d/b/a Verizon Wireless which expires on October 13, 2023 for the purposes of installing wireless communication equipment on said water tank; and

WHEREAS, the Town supports the continued operation and improvement of wireless communication services.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Pines, North Carolina in regular session assembled this 13th day of September, 2022, that:

1. In accordance with North Carolina General Statutes §160A-272, the Town Council of Southern Pines announces its intent to amend the existing lease with Alltel Communication, LLC d/b/a Verizon Wireless to change Lessee to CELLCO Partnership d/b/a Verizon Wireless, "the lessee," and increase term an additional (5) years.
2. The Town of Southern Pines will lease part of the Tank to the lessee for an annual amount of \$63,000 with a 3% annual increase.
3. The Town of Southern Pines does not have any intended needs for the portions of the Tank included in the lease.
4. The Town Council intends to act on this lease at its regular meeting on Monday, October 24, 2022.
5. The Town Clerk shall provide notice of the Town Council's intent to enter into this lease in *The Pilot* newspaper no later than September 24, 2022.

Adopted this 13th day of September, 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 September 13, 2022 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk

Lessee Site Name: Sand Hills
Lessee Site Number: 227367

Upon Recording, Return to:
Maddy Thompson, Esq.
Troutman Pepper Hamilton Sanders LLP
301 S. College Street
34th Floor
Charlotte, North Carolina 28202

Cross Reference:

Deed Book ___, Page __
Deed Book 4310, Page 549

Moore County, North Carolina Records

STATE OF NORTH CAROLINA)
)
COUNTY OF MOORE)

FIRST AMENDMENT TO MEMORANDUM OF WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF WATER TOWER LEASE AGREEMENT (this "Amendment") is made this ____ day of _____, 20__, by and between **TOWN OF SOUTHERN PINES** ("LESSOR"), and **CELLCO PARTNERSHIP**, d/b/a Verizon Wireless ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and Alltel Communications, LLC d/b/a Verizon Wireless, LESSEE's predecessor-in-interest, entered into that certain Water Tower Lease Agreement dated December 16, 2013 (the "Agreement"), as evidenced by that Memorandum of Tower Lease Agreement dated December 16, 2013 (the "Memorandum") as recorded in Deed Book 4310, Page 549 in the Office of the Register of Deed of Moore County, North Carolina, for certain space on Lessor's water tower and certain ground space as further described in the Agreement; and

WHEREAS, LESSOR and LESSEE desire to amend the Memorandum as set forth below and restate the terms of the Memorandum.

NOW, THEREFORE, for and in consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties do hereby agree as follows:

1. Section 1 of the Memorandum is hereby amended such that Lessor hereby grants Lessee an additional renewal period of five (5) years (the "Renewal Term") following the current expiration of the term of the Agreement, as may have been extended pursuant to the terms of the Agreement. The Agreement shall automatically renew for the Renewal Term unless terminated at least six (6) months prior to the end of the current term.
2. Except as modified by this Amendment, the Memorandum remains unmodified and in full force and effect. Whenever terms are used in this Amendment, but are not defined, such terms shall have the same meaning as set forth in the Memorandum.
3. This Amendment shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective legal representatives, transferees, successor and assigns.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed under seal on the date first written hereinabove.

LESSOR:

TOWN OF SOUTHERN PINES

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging that s/he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____, as _____ of _____.

Date: _____, 20____

Official Signature of Notary

Insert name of Notary, printed or typed

(OFFICIAL SEAL)

My Commission Expires: _____

LESSEE:

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS**

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging that s/he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____, as _____ of _____.

Date: _____, 20____

Official Signature of Notary

Insert name of Notary, printed or typed

(OFFICIAL SEAL)

My Commission Expires: _____

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement (this "Amendment") is made this ___ day of _____, 20___, by and between **TOWN OF SOUTHERN PINES**, hereinafter "Lessor", and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, hereinafter "Lessee". Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Lessor and Alltel Communications, LLC d/b/a Verizon Wireless, Lessee's predecessor-in-interest, entered into that certain Water Tower Lease Agreement dated December 16, 2013 (the "Agreement"), whereby Lessee leases from Lessor certain Tower Space and Land Space at 475 N. Ridge Street, Southern Pines, North Carolina 28387 in Moore County, North Carolina, as further described in the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement in order to permit Lessee to extend the Term of the Agreement and to otherwise modify the Agreement as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. The Agreement is hereby amended such that Lessor hereby grants Lessee an additional renewal period of five (5) years (the "Renewal Term") following the current expiration of the Term of the Agreement. The Agreement shall automatically renew for the Renewal Term unless Lessee notifies Lessor in writing of its intention not to renew the Agreement at least six (6) months prior to the end of the Term.
3. Commencing on the first day of the Renewal Term (the "Renewal Term Commencement"), the annual rental will be Sixty-Three Thousand and No/100 Dollars (\$63,000.00) paid monthly in accordance with the terms of the Agreement. Throughout the Renewal Term, the annual rental shall increase on the first anniversary of the Renewal Term Commencement and on each annual anniversary thereafter such that the annual rental shall equal 103% of the annual rental paid immediately preceding such anniversary.
4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.

5. The Agreement and this Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

TOWN OF SOUTHERN PINES

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

CELLCO PARTNERSHIP

d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____



MINUTES

Wednesday, September 7, 2022: 6:00 PM

Town Council Agenda Meeting

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

1. CALL TO ORDER

Mayor Pro Tem Murphy called the meeting to order.

The following members of Town Council were present: Taylor Clement; Paul Murphy; Bill Pate; and Ann Petersen.

Absent: Mayor Carol Haney

****Taylor Clement exited the meeting at 7:34 pm**

2. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda and advised council that 3 new items had been added to the proposed consent agenda after initial publication. Also noted were the current vacancies on the various Boards & Commissions:

- 2 vacancies on the Historic District Commission
- 1 vacancy on the Planning Board
- 4 vacancies on the Board of Adjustment

3. ACTION ITEMS

4. REVIEW PUBLIC HEARING APPLICATIONS FOR UPCOMING BUSINESS MEETING AGENDA

- a. Continuation of Public Hearing for PD-04-22: St. John Paul CDP** Mr. Pete Bogle of Bogle Firm Architecture has submitted an application for a Planned Development District – Conceptual Development Plan to allow a private school, athletic fields, cemetery, rectory and religious institution. The subject parcels are currently zoned RE (Rural Estate). This is a continuation of a public hearing that was originally opened on April 12, 2022 and continued at the request of both the applicant and neighbors.

This is a continuation of a public hearing.

Planning Director Grieve gave a brief overview of the application.

Principal Planner Pam Graham presented the Council with a presentation of the application and changes that had been made since the last meeting.

Councilmember Clement clarified the building coloring.

Councilmember Petersen objected to the overall appearance of the building.

Mr. John Silverman spoke to the Council on behalf of the client. Mr. Silverman reviewed the plans and all the details within meant to mimic and coordinate with the current

architecture in downtown Southern Pines.

Discussion ensued.

Councilmember Petersen requested the presence of Mr. McQuade at the Town Council Business Meeting on September 13, 2022.

Council requested that the applicants all be present at the September 13, 2022 meeting.

b. Public Hearing for PD-09-22: Belle Meade CDP

Mr. Dan Jewell, on behalf of St. Joseph of the Pines, Inc. has submitted a Planned Development District – Conceptual Development Plan application to rezone the entire property and provide an additional 44 senior living townhome units at the Belle Meade Retirement Community.

Planning Director Grieve gave a brief overview of the item.

Principal Planner Graham presented the application and staff report to the Council.

c. Public Hearing for PD-10-22: Morganton Park North Phase 9 PDP

Mr. Bob Koontz has submitted an application on behalf of DHIC, LLC for Phase 9 of the Morganton Park North Planned Development. The proposed Phase 9 includes 300 multi-family residential units and +/- 20,000 square feet of mixed-use retail, restaurant, and/or office space on +/- 20.6 acres.

Planning Director Grieve gave a brief overview of the item.

d. Public Hearing for RA-02-22 Mechanic Street Right of Way Abandonment

Mr. Robert Koontz, on behalf of VG Pines Residential LLC, has submitted a request for the abandonment of portions of Mechanic Street from West Rhode Island Avenue to the right-of-way for US Highway 1.

Planning Director Grieve gave a brief overview of the item.

5. REVIEW PROPOSED ACTION ITEMS FOR UPCOMING BUSINESS MEETING AGENDA

a. AR-19-22 Morganton Park South Phase 1 Amendments

Mr. John Silverman of Midland Atlantic Properties is requesting approval of amendments to a previously issued Architectural Compliance Permit for Phase 1 of Morganton Park South.

Pam Graham presented the staff report and presentation to the Council.

Planning Director Grieve added to the presentation.

Clients are present to answer questions.

Discussion ensued.

Council asked for the applicants to be present at Tuesday's meeting

b. AR-20-22 Morganton Park South Phase 2 Apartments

Koontz Jones Design requests approval of an Architectural Compliance Permit for "Morganton Park South Apartments," a 269-unit luxury apartment home community consisting of three buildings with residential units, a clubhouse, dog park, car wash and maintenance building located in Phase 2 of Morganton Park South.

Principal Planner Graham presented the request and the staff report to the Council. Bob

Koontz of Koontz Jones Design, Mark Mills & Casey of Planworks Architects were present and representing the applicants. They presented a slideshow with additional details to the Council.

Discussion ensued.

The applicants were asked to return for the September 13, 2022 Town Council Business meeting.

c. Proposed Revision to SDF for Residential Sprinkler Systems

Staff will discuss a proposed revision to the SDF (system development fees) for residential properties utilizing fire sprinkler systems.

Town Manager Parsons gave an overview of the item.

Town Engineer James Michel was present to answer any questions from the Council.

d. RD-02-22 Petition for Acceptance of Roads within Arboretum Subdivision

Global Properties and Development, L.L.C. and The Arboretum Property Owners Association, Inc. are offering the road improvements and rights of way in the Arboretum for dedication to the Town of Southern Pines for perpetual maintenance.

Town Manager Parsons gave a brief overview the request.

Discussion ensued.

e. Resolution #1028 to Formally Name the E.S. Douglass Community Center

Staff is working with the West Southern Pines Community Connectors to prepare a resolution to formally name the Town's Community Center after Mayor Emanuel S. Douglass. This resolution will be included on the September 13th agenda for approval and presentation, unless Council prefers otherwise.

Town Manager Parsons gave an overview of the item.

Asst Town Manager Roth gave additional details about the item.

Discussion ensued.

6. REVIEW PROPOSED CONSENT AGENDA FOR BUSINESS MEETING

Town Manager Parsons intends to add letter J to the Consent Agenda regarding an easement requested by Duke Energy so that they can bury the power leading to the Town's raw water lift station located at Drowning Creek.

a. Approve Appointments to Appearance Commission

Two residents have applied for currently vacant positions on the Appearance Commission. Both applicants have attended a recent meeting and the Appearance Commission requests that Council approve their appointment.

Asst Town Manager Roth presented the request to the Council.

b. Set Hearing for October 11, 2022 for AX-04-22: Sandhills Pediatrics & Pavilion Way

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.

Town Manager Parsons gave a brief overview of the item.

c. Approve 2022 CPI Increase for Water and Sewer Connection Fees

Annual increase to Water and Sewer Tap Fees based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban customers (CPI-U) for water and sewerage maintenance

Town Manager Parsons gave a brief overview of the item.

d. Approve Town Council Meeting Minutes for August 2022

- August 3, 2022 Agenda Meeting Minutes
- August 9, 2022 Business Meeting Minutes
- August 22, 2022 Work Session Minutes

Staff has prepared draft meeting minutes for August.

Town Manager Parsons reviewed the item.

e. Carlisle Street School Zone and Speed Limit

The West Southern Pines Community Connectors group has requested that the Town establish a school zone and lower the speed limit on Carlisle Street near Southern Pines Elementary School. Council directed staff at the August work session to prepare an ordinance to make these changes. This ordinance will be included on the September 13th consent agenda, unless Council prefers otherwise.

Town Manager Parsons reviewed the item.

Asst Town Manager Roth presented details about the project.

f. Approve Resolution #1026: Notice of Intent for Lease with Welcome to Southern Pines, Inc.

Staff is finalizing the lease renewal with Welcome to Southern Pines, Inc. to operate a Welcome Center in the train station. In accordance with NCGS §160A-272, the Town Council must adopt a Resolution of Intent to provide notice of the proposed lease. This resolution will be included on the September 13 consent agenda, allowing Council to take action on the actual lease at the October 24 meeting.

Town Manager Parsons reviewed the item.

Asst Town Manager Roth gave details about the project. Suzanne Coleman was present to speak to the Council.

g. Approve Resolution #1027: Notice of Intent for Lease with Verizon Wireless for the Weymouth Water Tank

Staff is finalizing the lease renewal with Verizon Wireless to place an antenna on the Town's Weymouth water tank on Ridge Street. In accordance with NCGS §160A-272, the Town Council must adopt a Resolution of Intent to provide notice of the proposed lease. This resolution will be included on the September 13 consent agenda, allowing Council to take action on the actual lease at the October 24 meeting.

Town Manager Parsons gave a brief overview of the item. Discussion ensued.

h. Ordinance #2022 - Amendment to the America Rescue Plan Act Grant Special Revenue Fund

Finance staff have prepared an ordinance amending the America Rescue Plan Act Grant Special Revenue Fund.

Town Manager Parsons gave a brief overview of the item.

i. Ordinance #2023 - Municipal Service District Special Revenue Fund

Finance staff have prepared an ordinance regarding the project budget of the Municipal Service District Special Revenue Fund for the Municipal Service District #1, established by Ordinance #1993.

Town Manager Parsons gave a brief overview of the item.

7. ADJOURNMENT

Upon a motion by Councilmember Petersen, seconded by Councilmember Pate, and carried unanimously, Council adjourned at 8:25 pm.

Respectfully submitted:

Elizabeth Robertson, Town Clerk



MINUTES

Tuesday, September 13, 2022: 6:00 PM

Town Council Business Meeting

Douglass Community Center: 1185 W. Pennsylvania Ave

1. CALL TO ORDER

Mayor Haney called the meeting to order. The following members of Town Council were present: Mayor Carol Haney; Taylor Clement; Paul Murphy; Bill Pate; and Ann Petersen.

2. PLEDGE OF ALLEGIANCE

3. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda.

4. CEREMONIAL MATTERS

a. Resolution #1028 to Formally Name the E.S. Douglass Community Center

Staff has worked with the West Southern Pines Community Connectors to prepare a resolution to formally name the Town's Community Center after Mayor Emanuel S. Douglass.

Mayor Haney presented Resolution #1028 Formally Naming the E.S. Douglass Community Center to Mr. Vincent Gordon and Rev. Dr. Paul Murphy.

Councilmember Pate moved to Resolution #1028 Formally Naming the E.S. Douglass Community Center, seconded by Councilmember Clement; the vote was unanimous.

Motion passed.

5. PUBLIC COMMENTS

Dorothy Brower of 102 Eastman Road, Southern Pines spoke to the Council of Lemuel Dowdy, about his legacy and his efforts within the community.

6. PUBLIC HEARINGS

a. PD-04-22: St. John Paul CDP

Mr. Pete Bogle of Bogle Firm Architecture has submitted an application for a Planned Development District – Conceptual Development Plan to allow a private school, athletic fields, cemetery, rectory and religious institution. The subject parcels are currently zoned RE (Rural Estate). This is a continuation of a public hearing that was originally opened on April 12, 2022 and

continued at the request of both the applicant and neighbors..
This hearing is continued from the Town Council August Business Meeting.

Planning Director BJ Grieve gave an update and overview of the application and staff report.
Mr. Pete Bogle, architect, representing the applicant, gave a brief presentation to the Council.
Mr. Andy Petish, a lawyer representing families living near the proposed development, spoke to the Council.
Discussion ensued..
Father John Forbes of 75 Sawmill Road, Pinehurst addressed the Council regarding the need in the community for the larger church.
Mr. Andy Pettish reviewed agreed upon compromises between the groups.
Discussion ensued.
Mayor Haney asked for a motion to continue the hearing to the September Work Session.

Councilmember Petersen moved to continue the hearing for PD-04-22: St. John Paul to the Town Council September 26, 2022 Work Session Meeting, seconded by Mayor Pro Tem Murphy; the vote was unanimous.
Motion passed.

b. PD-09-22: Belle Meade CDP

Mr. Dan Jewell, on behalf of St. Joseph of the Pines, Inc. has submitted a Planned Development District – Conceptual Development Plan application to rezone the entire property and provide an additional 44 senior living townhome units at the Belle Meade Retirement Community.
Councilmember Pate moved to open the hearing for PD-09-22: Belle Meade CDP, seconded by Mayor Pro Tem Murphy; the vote was unanimous.
Motion Passed.

Planning Director Grieve reviewed the application and staff report for the Council.
Councilmember Pate questioned if multi-family zoning would be allowed at a later date and was informed by Planning Director Grieve that it would not happen with this decision - it would have to be rezoned.
Dan Jewel, a Landscape Architect for the applicant, addressed the Council.
John MacInerney of 460 Crest Road, questioned how close the new buildings will be to the road and stated that in the past the Council had denied a proposal to put buildings closer to the road and was informed by Mr. Jewel that the applicant committed to having a 100 ft landscape buffer along Camp Easter Road.

Councilmember Pate moved to close the hearing for PD-09-22: Belle Meade CDP, seconded by Mayor Pro Tem Murphy; the vote was unanimous.
Motion passed.

Councilmember Pate moved that after reviewing the proposed Conceptual Development Plan and the criteria for consideration of the Conceptual Development Plan, and after considering the comments received at the Town Council's public hearing and the Planning Board's written recommendation, the requested Conceptual Development Plan is consistent with the Comprehensive Long Range Plan and is a reasonable request for rezoning for the reasons set forth in the written Planning Board recommendation attached to staff report PD-09-22. Seconded by Mayor Pro Tem Murphy; the vote was unanimous.

Motion passed.

Councilmember Pate moved to approve PD-09-22: Belle Meade CDP as submitted, seconded by Mayor Pro Tem Murphy; the vote was unanimous.

Motion passed.

c. PD-10-22: Morganton Park North Phase 9 PDP

Mr. Bob Koontz has submitted an application on behalf of DHIC, LLC for Phase 9 of the Morganton Park North Planned Development. The proposed Phase 9 includes 300 multi-family residential units and +/- 20,000 square feet of mixed-use retail, restaurant, and/or office space on +/- 20.6 acres.

Mayor Haney swore in pending witnesses for the hearing. She asked Councilmembers to disclose the following relative to the application and property: any specialized knowledge; a fixed opinion not subject to change; close relation to the applicant or property owner; and/or a financial interest in the outcome. Mayor Haney swore in pending witnesses for the hearing.

Nick Robinson, attorney for the applicant

Councilmember Pate moved to open the hearing for PD-10-22: Morganton Park North Phase 9 PDP, seconded by Mayor Pro Tem Murphy; the vote was unanimous.

Motion passed.

Principal Planner Pam Graham presented the application (Exhibit 2) and Staff Report (Exhibit 7) to the Council and noted an error in the Staff Report Attachment B, first finding.

Councilmember Petersen questioned the impact of the reduction in the width of the right-a-way with the elimination of the median on the extension of Carlisle Street.

Councilmember Pate questioned the open space calculations on the map shown during the applicants' presentation.

Principal Planner Graham shared that the Planning Staff and Planning Board did not feel the change created any issues with the overall design and pointed out alternate routes that could be taken in and out of the area.

Mayor Pro Tem Murphy asked if the reduction in width of the Carlisle Street right-a-way would benefit the wetlands and indicated that he was very pleased with the proposed extension of Carlisle Street Tanglewood Drive. Principal Planner Graham declined to answer as to the benefit to the wetlands but did express that she didn't feel there was a need for the additional right of way, or the additional asphalt that would be produced.

Upon question by Councilmember Petersen, Principal Planner Graham reviewed the calculations for the project acreage and number of dwellings per acre, verifying the stated statistics.

Principal Planner Graham advised the Council that an error was made in the Staff Report Section F Attachment B; there are no grounds that the application does not comply with the requirements for a CDP.

Town Manager Parsons questioned the request for deviation on height being for just the commercial building or both commercial and residential, with Principal Planner Graham advising that she thought the request was for both.

Nick Robinson of Bradshaw, Robinson, and Slawter, LLP, attorney for the applicant, introduced himself to the Council.

Mr. Robinson asked the Council to accept the planned witnesses as experts in their field since they have all testified before the Council before and been accepted as such previously. Mayor Haney

accepted the witnesses as experts.

Mr. Robinson asked that the submitted application packet be entered into record as Exhibit 1 and the Staff report as Exhibit 2.

Mr. Robinson respectfully requests that Council accepts Attachment A of the Staff Report as their final decision.

Mr. Robinson called Mr. Bob Koontz of KoontzJones Design to testify in regards to the site plan design.

Mr. Koontz confirmed that he assisted in the development of the site plan included in the original packet, is familiar with the PDP application, that he feels the PDP application is complete and that the PDP application was deemed correct by staff on 7/18/22, Mr. Koontz also confirmed that he is familiar with and has visited the site and has knowledge of the surrounding properties.

Mr. Koontz described the project to the Council with the use of a PowerPoint presentation, entered into the record as Exhibit 3.

Town Manager Parsons asked if the walking trail could be connected to form a loop with Mr. Koontz advised that some research would need to be done on the wetlands before he could answer. Mr. Robinson stated that the applicant was willing to accommodate as long as the wetlands restrictions allow.

Mayor Pro Tem Murphy feels that the proposed design is very esthetically pleasing and feels intimate as the road narrows and widens as it flows through to Carlilse Street.

Mr. Koontz spoke in regards to the deviation request for parking, citing the number of 1 bedroom units in the project. Flexibility was requested in regards to the parking requirements in the commercial section - to be decided per the UDO once the tenants are confirmed. Councilmember Petersen questioned the need for the deviation based on speculation. Councilmember Pate stated that parking for multi-family developments is frequently a concern and that he likes this approach.

Mayor Pro Tem Murphy feels that not granting the deviation might limit the number of proposed tenants. Councilmember Pate verified that the final number of spots requested for the commercial parking would not be made until the tenants were confirmed. Discussion ensued. Councilmember Clement proposed setting a minimum and maximum number of parking spaces. 120 was proposed as a max and was accepted for the commercial parking. Councilmember Petersen agreed with Councilmember Pate regarding the benefit of commercial development for the Town but feels that too much multi-family development is being proposed.

Mr. Robinson questioned Mr. Koontz on his knowledge and agreement that the PDP met the requirements of the Town's UDO.

Mr. Robinson called Mr. Travis Fluitt, Traffic Engineer with Kinley Horne up to testify in regards to traffic engineering.

Mr. Fluitt confirmed that he was familiar with the TIA report and that he'd overseen the creation and signed / sealed the final report. TIA entered into record as Exhibit 4 and the TIA Executive Summary entered into record as Exhibit 4a

Mr. Fluit reviewed the area that was included in the report and gave a brief overview of the criteria and results.

Mr. Robinson confirmed that Mr. Fluit was present at the Town's Planning Board Meeting on August 18th and questioned him regarding the Planning Board's concern at the reduction of service level dropping from B to C at the intersection of Brucewood Road and Morganton Road. Mr. Fluit advised that Level C is considered an acceptable level of service and advised that the practical wait time at that intersection would go from it's current average delay of 14.8 seconds per vehicle to an average of 20.5 seconds per vehicle during am peak hour and from it's current 19 seconds of delay per vehicle to 25.9 seconds per vehicle in the pm peak hour. The TIA Handout is entered into record as

Exhibit 5.

Mr. Robinson confirmed that Mr. Fluitt had submitted the TIA to the Town Engineer, Mr. James Michel, and that no significant changes had occurred as a result of his review.

Mr. Robinson confirmed that Mr. Fluitt had submitted the TIA to the NCDOT District Engineer, Mr. Matthew Kitchen, PE, and received approval for the TIA as submitted. Acceptance Letter from NCDOT is entered into record as Exhibit 6.

Mr. Fluitt is of the opinion that the street system is adequate to handle the projected traffic volumes generated by this project.

Councilmember Pate questioned the 2 F spots indicated on the TIA and Mr. Fluitt advised that 2 programs are used to determine traffic levels and that Sim Traffic showed much shorter delays, at Level B or C, as opposed to the second program, Synchro, which relies on equations that have a hard time predicting traffic at unsignalized intersections. Councilmember Clement questioned the reasoning behind the information used from different years in the traffic projections.

Mr. Robinson called Mr. Tim Carpenter of LKC Engineering, to testify in regards to Public Engineering. Mr. Carpenter confirmed that he was familiar with the Southern Pines UDO and the criteria for a valid PDP application. Mr. Carpenter feels that the PDP application meets the criteria set forth in the UDO.

Mr. Robinson concluded his argument.

Councilmember Clement verified with Principal Planner Graham that staff requests that Council include in their final motion that path improvements are needed from South Carlisle Street to Tanglewood Road.

No public comments were made.

Councilmember Clement moved to close the hearing for PD-10-22: Morganton Park North Phase 9 PDP, seconded by Councilmember Pate; the vote was unanimous.

Motion passed.

Councilmember Pate moved as to Finding of Fact #1, that the Town Council finds the application to be complete and that the facts submitted are relevant to the case because the request for Preliminary Development Plan approval has met the specified submittal requirements as required in the Town of Southern Pines UDO Appendices, the applicants have submitted adequate evidence addressing criteria for a Preliminary Development Plan, and the evidence submitted was sworn testimony by qualified experts or provided through substantiated documentation. Seconded by Mayor Pro Tem Murphy, the vote was unanimous.

Motion passed

Councilmember Pate moved that as to Finding of Fact #2, the Town Council finds that the application complies with UDO §2.18.5(H) Criteria for a Preliminary Development Plan Criteria 1-4, in accordance with Attachment A as provided by Town staff, seconded by Mayor Pro Tem Murphy; the vote was 4-1 as follows:

- Mayor Haney - aye
- Mayor Pro Tem Murphy - aye
- Councilmember Pate - aye
- Councilmember Clement - aye

Councilmember Petersen - nay
Motion passed.

Councilmember Pate made a motion to approve the Preliminary Development Plan for PD-10-22 with the following additional conditions:

- the change in right-of-way width from 80' to 60' for a portion of S. Carlisle Street as shown on plans is approved.
- the change in maximum allowable building height from 40' to 45' is approved.
- the parking count will include flexibility with a cap of no more than 120 spaces for the commercial uses being applied.
- the multi-use path that follows the southern edge of the wetlands will be improved to asphalt or compacted stone condition per Town specifications.

Seconded by Mayor Pro Tem Murphy; the vote was 4-1 as follows:

Mayor Haney - aye
Mayor Pro Tem Murphy - aye
Councilmember Pate - aye
Councilmember Clement - aye
Councilmember Petersen - nay

Motion passed.

d. RA-02-22 Mechanic Street Right of Way Abandonment

Mr. Robert Koontz, on behalf of VG Pines Residential LLC, has submitted a request for the abandonment of portions of Mechanic Street from West Rhode Island Avenue to the right-of-way for US Highway 1.

Councilmember Clement moved to open the hearing for RA-02-22 Mechanic Street Right-of-Way, seconded by Mayor Pro Tem Murphy; the vote was unanimous.

Motion passed.

Town Engineer James Michel presented the request and the staff report to the council.

Councilmember Petersen questioned if all the town's right-of-way can be found in Council minutes?

Town Engineer Michel advised that it was not done frequently in the past but has become more common in recent years.

Discussion ensued.

Nick Robinson, attorney for the applicant, is present.

Marguerite & Randy Ricker of 45 Village Green Circle spoke to the Council regarding their concerns that the developers' water management plans in the area are not sufficient with the aid of a PowerPoint presentation.

Town Manager Parsons clarified the water management plan process and gave background history on past requests to abandon the street.

Discussion ensued.

Mayor Pro Tem Murphy moved to close the hearing for RA-02-22 Mechanic Street Right-of-Way, seconded by Councilmember Clement; the vote was unanimous.

Motion passed.

Councilmember Pate moved that the proposed right-of-way vacation request is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and

egress to their property, Seconded by Mayor Pro Tem Murphy, the vote was 4-1 as follows:

Mayor Haney - aye
Mayor Pro Tem Murphy - aye
Councilmember Pate - aye
Councilmember Clement - aye
Councilmember Petersen - nay

Motion passed.

Councilmember Pate moved to approve the Order to Vacate Sections of Town Right-a-Way as drafted RA-02-22 Seconded by Mayor Pro Tem Murphy, the vote was 4-1 as follows:

Mayor Haney - aye
Mayor Pro Tem Murphy - aye
Councilmember Pate - aye
Councilmember Clement - aye
Councilmember Petersen - nay

Motion passed.

7. ACTION ITEMS

a. Consider AR-19-22: Morganton Park South Phase 1 Amendments

Mr. John Silverman of Midland Atlantic Properties is requesting approval of amendments to a previously issued Architectural Compliance Permit for Phase 1 of Morganton Park South.

Mayor Haney introduced the request.

Councilmember Clement stated that she was very pleased with the changes and that the applicant was willing to make changes to meet Town standards as discussed in prior meetings.

Councilmember Clement moved to approve AR-19-22: Morganton Park Souther Phase I Amendments, seconded by Mayor Pro Tem Murphy; the vote was 4-1 as follows:

Mayor Haney - aye
Mayor Pro Tem Murphy - aye
Councilmember Pate - aye
Councilmember Clement - aye
Councilmember Petersen - nay

Motion passed.

b. Consider AR-20-22: Morganton Park South Phase 2 Apartments

KoontzJones Design requests approval of an Architectural Compliance Permit for "Morganton Park South Apartments," a 269-unit luxury apartment home community consisting of three buildings with residential units, a clubhouse, dog park, car wash and maintenance building located in Phase 2 of Morganton Park South.

Mayor Haney introduced the item

Mayor Pro Tem Murphy moved to approve AR-20-22: Morganton Park South Phase 2 Apartments, seconded by Councilmember Clement.

Councilmember Petersen requested time to comment, stating that she has a problem with the current design for 269 units and ingress/egress for 13 units per opening. She does not have an issue

with the number of units but with the design that she feels is not up to UDO standards.

Councilmember Pate stated that he felt that Planning Director BJ Grieve had previously stated in his professional opinion that the UDO standard was not meant to be interpreted in such a way and that the design had sufficient ingress/egress.

Councilmember Petersen reiterated that she feels that this design is non-compliant and she does not support the approval of the design.

Councilmember Pate feels that this issue will be resolved once the UDO is revised.

Mayor Pro Tem Murphy feels the standard has to do with safety such as in the event of a fire, being able to exit safely.

Councilmember Petersen agrees and feels that safety was the original reasoning behind the UDO standard and that we are disregarding the rule by approving the deviation.

Mayor Haney does not agree that the rule is being disregarded but rather a difference in the interpretation of the standard.

Mayor Pro Tem does not feel that the deviation will result in a safety concern.

Councilmember Clement stated that this deviation has been requested several times and the staff has responded that with the wording of the current UDO standard, multi-family developments are not able to comply. The staff and the Council have agreed that the standard needs to be rewritten, so she does not feel they should adhere to a standard that they have already agreed needs to be revised and are in the process of trying to revise.

Town Manager Parsons stated that the UDO standard pre-dates the CLRP.

Councilmember Petersen stated that the community is very concerned about multi-family development and that she feels the Council should follow the rules or else re-write them.

Mayor Pro Tem Murphy feels that if we are considering community perspectives of multi-family development we need to be very careful that we don't exclude certain communities because implications for one segment of the town in referring to "community" might jeopardize some real opportunities in other parts of the Town.

moved to approve AR-20-22: Morganton Park South Phase 2 Apartments, seconded by ; the vote was 4-1 as follows:

Mayor Haney - aye

Mayor Pro Tem Murphy - aye

Councilmember Pate - aye

Councilmember Clement - aye

Councilmember Petersen - nay

c. Consider Resolution #1025: Accept Roads within Arboretum Subdivision (RD-02-22)

Global Properties and Development, L.L.C. and The Arboretum Property Owners Association, Inc. are offering the road improvements and rights of way in the Arboretum for dedication to the Town of Southern Pines for perpetual maintenance.

Town Manager Parsons gave a brief overview of the item.

Councilmember Pate moved to approve Resolution #1025 - Accept Dedication of Roads within the Arboretum Subdivision (RD-02-22), seconded by Mayor Pro Tem Murphy; the vote was unanimous. Motion passed.

8. CONSENT AGENDA

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

Motion passed.

a. Appoint Lauren Cramer and Caitlin Gironda to Appearance Commission with Terms to Expire on 9/13/2025

Ms. Cramer and Ms. Gironda have applied for currently vacant positions on the Appearance Commission. Both applicants have attended a recent meeting and the Appearance Commission requests that Council approve their appointment.

b. Approve Resolution #1024: Set October 11, 2022 Hearing for AX-04-22: Sandhills Pediatrics & Pavilion Way

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.

c. Approve Resolution #1026: Notice of Intent for Lease with Welcome to Southern Pines, Inc.

Staff is finalizing the lease renewal with Welcome to Southern Pines, Inc. to operate a Welcome Center in the train station. In accordance with NCGS §160A-272, the Town Council must adopt a Resolution of Intent to provide notice of the proposed lease. This resolution will be included on the September 13 consent agenda, allowing Council to take action on the actual lease at the October 24 meeting.

d. Approve Resolution #1027: Notice of Intent for Lease with Verizon Wireless for the Weymouth Water Tank

Staff is finalizing the lease renewal with Verizon Wireless to place an antenna on the Town's Weymouth water tank on Ridge Street. In accordance with NCGS §160A-272, the Town Council must adopt a Resolution of Intent to provide notice of the proposed lease. This resolution will be included on the September 13 consent agenda, allowing Council to take action on the actual lease at the October 24 meeting.

e. Approve Ordinance #2022: Amendment to the America Rescue Plan Act Grant Special Revenue Fund

Finance staff have prepared an ordinance amending the America Rescue Plan Act Grant Special Revenue Fund.

f. Approve Ordinance #2023: Municipal Service District Special Revenue Fund

Finance staff have prepared an ordinance regarding the project budget of the Municipal Service District Special Revenue Fund for the Municipal Service District #1, established by Ordinance #1993.

g. Approve Ordinance #2024 to Establish a School Zone on Carlisle Street

The West Southern Pines Community Connectors group has requested that the Town establish a school zone and lower the speed limit on Carlisle Street near Southern Pines Elementary School. Council directed staff at the August work session to prepare an ordinance to make these changes. This ordinance will be included on the September 13th consent agenda, unless Council prefers otherwise.

h. Approve Ordinance #2025: Revisions to Water and Sewer Connection Fees

This ordinance establishes the annual increase to Water and Sewer Tap Fees based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban customers (CPI-U) for water and sewerage maintenance. It also revises the System Development

Fees for the purpose of addressing residential water sprinkler systems.

i. Authorize the Mayor to Execute an Easement to Duke Energy for the Raw Water Pump Station

Duke Energy is requesting a easement to install improvements for the electrical service to the Town's Raw Water Pumping Station.

j. Approve Town Council Meeting Minutes for August 2022

- August 3, 2022 Agenda Meeting Minutes
- August 9, 2022 Business Meeting Minutes
- August 22, 2022 Work Session Minutes

Staff has prepared draft meeting minutes for August.

9. ADJOURNMENT

Upon a motion by Councilmember Pate, seconded by Mayor Pro Tem Murphy and carried unanimously, Council adjourned at 10:47 pm.

Respectfully submitted:

Elizabeth Robertson, Town Clerk



MINUTES

Monday, September 26, 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

Mayor Haney called the meeting to order. The following members of Town Council were present: Mayor Carol Haney; Taylor Clement; Paul Murphy; Bill Pate; and Ann Petersen.

Councilmember Pate exited the meeting at 5:30 pm.

2. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda.

3. PUBLIC HEARINGS

a. Continued Public Hearing for PD-04-22: St. John Paul CDP

Mr. Pete Bogle of Bogle Firm Architecture has submitted an application for a Planned Development District – Conceptual Development Plan to allow a private school, athletic fields, cemetery, rectory and religious institution. The subject parcels are currently zoned RE (Rural Estate). This is a continuation of a public hearing that was originally opened on April 12, 2022 and has been continued multiple times at the request of both the applicant and neighbors.

Planning Director Grieve gave an update on the application.

Andy Pettish, attorney for the opposition, reviewed their requested amendments to the CDP.

Mr. Pete Bogle, attorney for the applicant, reviewed the revised CDP application for the Council with changes and concessions made.

Councilmember Pate moved that after reviewing the proposed Conceptual Development Plan and the criteria for consideration of a Conceptual Development Plan, and after considering the comments received at the Town Council's public hearing and the Planning Board's written recommendation, the requested Conceptual Development Plan is consistent with the Comprehensive Long Range Plan and is a reasonable request for rezoning for the following reasons:

- the plan adheres to the community's well-being for the production of education that will allow for growth of educational options for the community
- attempts to protect natural resources through setbacks and natural borders
- allows for future growth in the area
- attempts to have as minimal of impact as possible to the neighbors based on the compromises

made to the plan.

- suitably designed with the other existing PD's and use in the area

Seconded by Mayor Pro Tem Murphy, the vote was unanimous.

Motion passed.

Councilmember Pate then moved to approve PD-04-22 as submitted and modified by the applicant in response to concerns raised by the Planning Board, the community neighbors and the Council, with the following further modifications as discussed in review of the 5 page attachment submitted by Attorney Pettish and amended at the Work Session meeting on September 26, 2022. Seconded by Mayor Pro Tem Murphy, the vote was unanimous
Motion passed.

4. ACTION ITEMS

a. Consider Written Decision for PD-10-22: Morganton Park North Phase 9

Staff has prepared a formal Written Decision document for the application PD-10-22 Morganton Park North that was approved by the Town Council at the September 13th, 2022 Regular Meeting. Councilmember Pate motioned to approve the written decision for PD-10-22: Morganton Park North Phase 9; seconded by Mayor Pro Tem Murphy; the vote was 4-1 as follows:

Mayor Haney - yay

Mayor Pro Tem Murphy - yay

Councilmember Pate - yay

Councilmember Clement - yay

Councilmember Petersen - nay

Motion passed.

b. Consider Lease Agreement with Go Pines, LLC for Electric Vehicle Charging Stations

Staff has worked with local business 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). Notice of the proposed lease has been provided in accordance with NCGS §160A-272.

Councilmember Pate motioned to approve a lease agreement with GoPines, LLC for Electrical Vehicle Charging Stations, seconded Mayor Pro Tem Murphy; the vote was unanimous.

Motion passed.

5. COUNCIL UPDATES AND DISCUSSION

a. Discussion Regarding Planning Department Protocol

Update regarding Planning Recommendations on applications and possible Council action

Town Manager Parsons reviewed the item for Council.

Discussion ensued.

Councilmember Petersen moved that from this day forward the Council start receiving a formal recommendation from the Planning Department on all completed applications that come before the Council and, pursuant to §160A-148.7 that the manager be asked to oversee providing that information. Seconded by Mayor Pro Tem Murphy, the vote was unanimous.

Motion passed.

Town Manager Parsons then addressed the Council regarding developing a protocol or pre-application process for those who wish to "float" a project idea before the Council.

Discussion ensued.

b. Code of Ordinances Administrative Updates: Library Fee Schedule

As part of the administrative updates to the Town's Code of Ordinances, staff has reviewed the Library's fee schedule, located in Chapter 98. Staff will review the recommended revisions.

Asst. Town Manager Roth and Library Director Amanda Brown presented the proposed fee adjustments to the Council.

Discussion ensued.

Asst. Town Manager Roth informed the Council that the Library was awarded the "Best Storytime in the Pines". Congratulations were given.

c. Code of Ordinances Administrative Updates: Public Works Fee Schedule

As part of the administrative updates to the Town's Code of Ordinances, staff has reviewed the Public Works fee schedule, located in Chapter 50. This is not a schedule that is generally assessed to the general public, but rather when the department has to perform billable work and the Town's expenses should be recouped. Staff will share some approaches with how an update could be addressed for this schedule.

Asst. Town Manager Roth and Asst. Public Works Director Albers presented the proposed updates to the Code of Ordinances Public Works Fee Schedule.

Discussion ensued.

d. Solid Waste Contract

Staff released an RFP for solid waste services, as the current contract with GFL expires on June 30, 2023. GFL submitted a proposal and Republic submitted a "no bid," stating they were uncomfortable with the volume of yard debris that must be collected and disposed through this contract. After reviewing GFL's submittal, staff recommends entering into negotiations with GFL to finalize a five-year contract to begin July 1, 2023. Staff will share details of GFL's proposal, including pricing and some anticipated changes to service.

Asst. Town Manager Roth and Asst. Public Works Director Cory Albers updated and shared their recommendation with the Council on procuring a new solid waste vendor. The pros and cons of each option offered were discussed in detail.

The option of handling the solid waste on our own was raised and staff advised that there would be a high startup cost as well as the continued cost of maintaining the staff and equipment required.

Discussion ensued.

Staff will get clarification from GFL on some of the Council questions and return with the information at the next meeting.

e. Revenue Replacement Projects

During the Town Council's retreat for the FY 22-23, it was agreed that Council would revisit a number of capital projects this fall for possible funding from the ARPA revenue replacement. Staff will provide the most recent updates and recommendations.

Town Manager Parsons presented several revenue replacement project options for the Council's consideration. Cost, feasibility and long term benefits were discussed.

6. ADJOURNMENT

Upon motion by Councilmember Clement, seconded by Councilmember Petersen and carried unanimously, Council adjourned at 7:05 pm.

Respectfully submitted:

Elizabeth Robertson, Town Clerk

DRAFT