



AGENDA

Tuesday, May 28, 2024: 3:00 PM

Town Council Work Session

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

1. CALL TO ORDER

2. TOWN MANAGER'S COMMENTS

a. Adopt Agenda

3. ACTION ITEMS

a. Consider Agreements for the Installation of the Dream Court at Pool Park

As discussed at the April work session, the Council was in favor of partnering with the Boys & Girls Club of the Sandhills and Nancy Lieberman Charities to install a Dream Court, ideally at Pool Park. These agreements allow for the installation and clarify expectations for long-term maintenance and similar.

i. Authorize Mayor to Execute Agreement with Boys & Girls Club of the Sandhills

ii. Authorize Mayor to Execute Donation Agreement with Nancy Lieberman Charities

b. Resolution Authorizing Staff to Submit for the Defense Community Infrastructure Program Grant

Resolution authorizing staff to submit for the Defense Community Infrastructure Program Grant for the Water Treatment Plant Modernization Phase 2 project.

4. COUNCIL UPDATES AND DISCUSSION

a. Noise Ordinance

Matt Nugent of the Bell Tree Tavern would like to discuss potential amendments to the Town's noise ordinance.

b. Credit Card Fees

Discussion regarding the handling of Credit Card Fees relative to customer payments in advance of FY25 Budget adoption.

c. Planning Department Update

Staff will update Council on applications advancing from the Planning Board to Council and implementation efforts related to the 2040 Comprehensive Plan.

5. COUNCIL ROUNDTABLE

6. ADJOURNMENT

Meetings/work sessions of the Southern Pines Town Council are now available on the Town's [YouTube channel](https://www.youtube.com/channel/UCXx2Qk). Video of the Town Council meetings will be live streamed on the channel for viewing either during the meetings or after they have concluded. Please note, the video is provided only for the purposes of viewing the meetings; public comments or questions are not accepted via the live stream. To receive notifications when new content is published, please "subscribe" to the Town's channel at <https://bit.ly/3hXx2Qk>

MEMO

To: Reagan Parsons, ICMA-CM, Town Manager
From: Jessica Roth, ICMA-CM, Assistant Town Manager
Date: May 24, 2024
Re: Dream Court Installation at Pool Park

At the April 23, 2024 work session, staff shared with Council the request from the Boys & Girls Club of the Sandhills regarding a “Dream Court” at Pool Park. Nancy Lieberman Charities (NLC) has selected the Club to receive funding for the installation of a “Dream Court” in Moore County. Council expressed consensus to advance this installation, ideally at Pool Park, pending final clarification of funding and other logistics.

Since the April meeting, staff has addressed these various items and recommends that Council approve the two agreements that are necessary to facilitate the installation of the court.

1. Agreement with Boys & Girls Club: This agreement clarifies that the Town will proceed with completing the necessary site preparation at Pool Park to support the installation of the Dream Court. This includes expansion of the existing basketball court, relocation of irrigation lines, and installation of additional lighting. In exchange, the Club will reimburse the Town for 100% of the actual expenses; pre-construction estimates total \$26,450.

The agreement also clarifies that the Town will complete routine maintenance on the court, but is not obligated to undertake any extraordinary capital improvements to maintain the court if it becomes unsafe, inoperable, or otherwise unusable. It is within the Town’s discretion to remove the court if that occurs.

2. Agreement with Nancy Lieberman Charities: This document confirms that NLC is providing the equipment and installation necessary for the Dream Court. This agreement grants NLC’s contractor reasonable access to Pool Park to complete this work and includes insurance requirements to protect the Town. The agreement clarifies that the Town will own the court after installation, but is not obligated to maintain it in perpetuity if it is not safe, usable, or similar.

Council requested that staff inform the West Southern Pines Community Connectors about the proposed project and location. Staff has done so and has not received any concerns from the community.

AGREEMENT

THIS AGREEMENT is entered into this 28th day of May, 2024, between the TOWN OF SOUTHERN PINES, an incorporated municipality, a body corporate and politic in Moore County, North Carolina (hereinafter referred to as the “Town”), and THE BOYS AND GIRLS CLUB OF THE SANDHILLS, INC. (hereinafter referred to as the “Club”), a non-profit corporation currently active and registered with the North Carolina Secretary of State.

The agreement is for a partnership between the Town and Club to place a “Dream Court” at Pool Park, owned by the Town, in accordance with the following terms:

- 1. Terms and Definitions Used in Agreement: Unless otherwise designated, the following terms and words shall be defined as following through this agreement:
 - a. Dream Court: The basketball court (hereinafter referred to as the “court”) installed and painted by the Nancy Lieberman Charities (“NLC”), per an agreement executed between the Town and NLC.
 - b. Pool Park: A public park owned by the Town of Southern Pines, located at 730 Henley St., Southern Pines, NC 28387.
- 2. Communications Regarding Agreement
 - a. Current contact information for both parties is as follows. In the event of a personnel change, notification shall be provided to the other party.

	TOWN OF SOUTHERN PINES	BOYS & GIRLS CLUB OF THE SANDHILLS, INC.
Contact Name	Jessica Roth, Assistant Town Manager	Steven Kastner Chief Executive Officer
Phone	910-692-7021	910-692-0777
E-mail	jroth@southernpines.net	skastner@sandhillsbgc.org
Mailing Address	801 SE Service Rd. Southern Pines, NC 28387	P.O. Box 1761 Southern Pines, NC 28388

- 3. Pre-Construction Site Expenses:
 - a. In order for NLC to install the Dream Court, the Town agrees to perform or enter into contracts for performance and oversee completion of the following pre-construction site preparation for an estimated total of \$26,450 (written quotes attached to agreement):

- i. Pour additional concrete around the existing court to accommodate the 86' x 52' Dream Court:
\$19,500
 - ii. Relocate existing irrigation lines to accommodate the new court: \$1,500
 - iii. Install new lighting to accommodate the larger court footprint: \$5,450
- b. The Club agrees to pay or reimburse the Town for 100% (one hundred percent) of the pre-construction site preparation listed in Section (a) as follows:
 - i. Payment to the Town of \$20,000 due by June 3, 2024 in order to start the site work.
 - ii. Payment to the Town of \$6,450 or actual balance (whichever is greater) due within 15 business days of invoice from the Town after the site preparation work is complete.
 - 1. Copies of contractor invoices or similar documentation proving actual expenses will be provided with the final invoice.
 - iii. The Club agrees that the Town may automatically authorize up to an additional 10% (ten percent) of the pre-construction quotes or \$2,645 to accommodate any unforeseen circumstances. If actual expenses are expected to exceed a total of \$29,095 due to unforeseen circumstances, the Town must submit a request in writing to be pre-approved by the Club prior to authorizing the work.
- c. The Club acknowledges that the Town must comply with state and local procurement rules and policies and will select the lowest, qualified bidder to perform this work.

4. Ownership & Maintenance of Improvements

- a. Any and all improvements constructed, placed, and located on any part of Pool Park for the installation of the court shall be considered part of the real property, must remain at the site, and becomes property of the Town.
- b. Pool Park, along with the Dream Court, are maintained by Town personnel on a schedule that is consistent with the Town's other public recreation facilities and parks. Routine maintenance, such as blowing debris from the court and mowing grass around the court, generally occurs on weekdays during business hours.
- c. Nothing in this Agreement obligates the Town to complete capital improvements to the Dream Court, including but not limited to replacement of component parts or upgrades. If and when part or all of the Dream Court becomes unsafe, inoperable, or otherwise unusable, it is within the Town's discretion to remove or cause removal of part or all of the Dream Court, including any advertising.

5. Loss of Use and Liability:

- a. It may be necessary for the Town to suspend or terminate use of the courts if they are damaged by fire, natural disaster, other casualty, vandalism, act of God, or deterioration and/or if federal, state, or local restrictions impact their use.

- b. By entering into this agreement, the Club indemnifies the Town against any third party claims by reason of the Club's use of the court.
6. Severability: If any provision of this agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this agreement, and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective, shall not be affected thereby.
7. Agreement Superseded: This agreement supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.
8. Modification: This agreement constitutes the entire understanding between the parties and must not be modified except in writing signed by both parties. This agreement is binding on the parties hereto, their heirs, and permitted assigns.

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

By: _____ Date _____
Steven Kastner, Chief Executive Officer BOYS & GIRLS CLUB OF THE SANDHILLS, INC.

By: _____ Date _____
Taylor G. Clement, Mayor, TOWN OF SOUTHERN PINES

ATTEST:

By: _____
Elizabeth Robertson, Town Clerk

May 14, 2024

Town of Southern Pines
801 SE Service Rd
Southern Pines, NC 28387

Dear Mr. Percell

Thank you for giving us the opportunity to bid your project at Pool Park. We have reviewed the scope of work provided by you and we are proposing to furnish the labor and materials for the sum of:

\$19,500.00 – Nineteen Thousand and Five Hundred 00/100

Submitted By:

Accepted By:

Bao Tran, Project Manager
The Ascot Corporation, LLC
540 SW Broad Street
Southern Pines, NC 28387

Graham Purcell
Town of Southern Pines
807 SE Service Rd
Southern Pines NC 28387

Allen Thompson Electric
PO Box 912
Vass, NC 28394
+1 9106955439
allenthompstonelectric@earthlink.net

Estimate

ADDRESS
Town of Southern Pines

ESTIMATE # 8024
DATE 05/22/2024

ACTIVITY	AMOUNT
Services Install three new pole light heads on existing poles at pool park and replace one bad pole light head. For the sum of \$5,450	5,450.00
SUBTOTAL	5,450.00
TAX	0.00
TOTAL	\$5,450.00

Accepted By

Accepted Date



P.O. Box 3361
Pinehurst, NC 28374
accounts@coloniallandscapes.net
(910) 638-8766

Customer
Graham Purcell
Town Of Southern Pines

Date
Thursday, April 25, 2024

Estimate Type
Irrigation

Scope Of Work	Total
Pool/Park Irrigation To move 3-4 Lateral Lines of Irrigation around basketball court	\$ 1,500.00

Date: _____

Customer Signature: _____

Date: _____

Company Signature: _____

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2024, between the Town of Southern Pines (Town) and Nancy Lieberman Charities (NLC).

WITNESSETH

WHEREAS, NLC desires to promote the sport of basketball, community, and police and community relations; and,

WHEREAS, NLC desires the right and privilege to place a Dream Court at the Pool Park location which is owned by the Town; and,

WHEREAS, NLC is willing to provide the equipment necessary for a Dream Court basketball court, and are willing to install such equipment and paint the basketball court; and,

WHEREAS, the Town desires to make the sport of basketball available to the public to its members and is honored to be a recipient of a Dream Court and finds that it is in the public interest for NLC to do so.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

1. LICENSE GRANTED

In consideration of the mutual covenants and terms of this License, and of other good and valuable consideration, the Town hereby grants, upon the terms and conditions set forth in this License, a license to NLC for the sole purpose of installing new basketball court equipment and basketball court, at Pool Park in accordance with the terms and provisions set forth herein. The site is located at 730 Henley St. Southern Pines, NC 28387.

2. LICENSE TERM

The term of this license shall be for 90 days beginning on the date of the execution of this License by the Town and ending on the ninetieth day, unless renewed or terminated sooner as provided in this License (the "Primary Term").

3. OWNERSHIP OF IMPROVEMENTS

Any and all improvements constructed, placed, and located on any part of the basketball court during the term to this License (the “Dream Court”) shall be considered part of the real property and must remain at the site. Further, subject to the terms of this License, said real property becomes property of the Town, from and after the termination of this License.

4. MAINTENANCE

The Town shall be responsible for any routine maintenance after the Dream Court has been installed and painted. Nothing in this Agreement obligates the Town to complete capital improvements to the Dream Court, including but not limited to replacement of component parts or upgrades. If and when part or all of the Dream Court becomes unsafe, inoperable, or otherwise unusable, it is within the Town’s discretion to remove or cause removal of part or all of the Dream Court, including the advertising in Section 5.

5. ADVERTISING

NLC shall have the right to procure and display advertising upon the surface of the Dream Court in accordance with the rendering provided. NLC shall not, in procuring, installing, or displaying advertisement, violate any person’s right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. It is understood and agreed that any approval by the Town of advertising material shall not constitute a waiver of NLC obligations concerning such violation or infringement.

6. ACCESS

During the term of this License, and any renewals thereof, the Town grants NLC access to the Pool Park basketball court for the purpose of installing and painting the Dream Court during normal business hours, except when the area of the park containing the equipment is reserved to a group for exclusive use, when the Town is performing a maintenance function requiring closure of the area, or during an unforeseen emergency.

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

7. LOCATION OF EQUIPMENT

NLC agrees that the location of any improvements must be approved by the Town.

8. COMPLIANCE WITH APPLICABLE LAWS

NLC shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this License, and any amendments thereto during the course of installing and painting each Dream Court.

9. INSURANCE

NLC shall provide proof of insurance through vendor, SportCourt, at its sole cost and expense through the life of this License in form and substance satisfactory to the Town, carried with an insurance company authorized to transact business in the state of North Carolina, covering all aspects and risks of loss of all operations in connection with this License, including without limitation, the indemnity obligations set forth herein. NLC shall obtain and maintain in full force and effect during the term of this License public liability insurance with insurance carriers admitted doing business in the state of North Carolina. The policy will be written on an occurrence basis, subject to the following minimum limits of liability:

Public Liability:

Per Occurrence Single Limit: \$1,000,000

The Town shall be listed as a primary and noncontributory additional insured with respect to the Public Liability and shall be granted a waiver of subrogation under the policy. NLC shall provide a Certificate of Insurance to the Town evidence of coverage.

The Certificate shall provide 30 day's notice of cancellation for each Dream Court. If at any time during the life of the License or any extension hereof, NLC fail to maintain the required insurance

in full force and effect, NLC shall be in breach hereof and all work under the License shall be discontinued immediately.

11. DEFAULT

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

12. NO WAIVER

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

13. NOTICE

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

The Town of Southern Pines

Attn: Jessica Roth, Assistant Town Manager

Address: 801 SE Service Rd.

Southern Pines, NC 28387

Telephone: 910-692-7021

E-mail: jroth@southernpines.net

Nancy Lieberman Charities:

Attn: Nancy Lieberman

Nancy Lieberman Charities

P.O. Box 261233

Plano, TX 75026

Telephone: 972-473-2121

E-mail: traci@nancyliebermanfoundation.org

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

14. RENEWAL

This License may be renewed for one additional 90-day term, by written agreement between the Town and NLC in order to complete any work not completed in the Primary Term.

15. ASSIGNABILITY

This license is personal to NLC. NLC shall not assign or sublet this license, without the consent of Town. Any attempt to assign or sublet this license, without the consent of Town, shall terminate the license granted herein.

16. CONTROL OF

The Town shall retain all powers placed in it, which are non-delegable. No provision of this License shall be construed as delegating any non-delegable right, power or duty of the Town, and in the event of a conflict between this section and any other term or provision of this License, this section shall control, and such conflicting term or provision shall be void and of no force and effect.

17. RELATIONSHIP OF THE PARTIES

The relationship between the Town and NLC is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.

18. CONSTRUCTION AND VENUE

THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE NORTH CAROLINA AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF NORTH CAROLINA, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LICENSE OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

19. SEVERABILITY

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

20. LICENSES SUPERSEDED

This License constitutes the parties' sole License and supersedes any prior understandings or written or oral Licenses between the parties with respect to the subject matter hereof.

21. AMENDMENT

No amendment, modification, or alteration of this License is binding, unless in writing, dated subsequent to the date of this License, and duly executed by the parties.

22. ENTIRE AGREEMENT

This Contract contains the entire agreement between the Town and NLC, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

23. BINDING EFFECT

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

24. TIME OF ESSENCE

Time is of the essence in this License and all obligations shall be performed in a timely manner.

25. LICENSE

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

IN WITNESS WHERE OF, the parties hereto have executed this License the day and year first above written.

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

The Town of Southern Pines

BY: _____ DATE: _____

Taylor G. Clement, Mayor

Nancy Lieberman Charities

BY: _____ DATE: _____

Nancy Lieberman, President & Founder

Nancy Lieberman Charities



RESOLUTION #1087

AUTHORIZING STAFF TO SUBMIT AN APPLICATION FOR DEFENSE COMMUNITY INFRASTRUCTURE GRANT

WHEREAS, The Town of Southern Pines has need for and intends to construct a drinking water treatment works rehabilitation and improvements project, further described as the Southern Pines Water Treatment Plant Modernization - Phase 2 Project, and

WHEREAS, the Town of Southern Pines intends to submit an application for grant funding from the Defense Community Infrastructure Program (Grantor), OLDCC-24-F-0001,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Pines, North Carolina that Mayor Taylor G. Clement, Town Manager Reagan Parsons, and Town Engineer James Michel, the Authorized Officials, and successors so titled, are hereby authorized and directed to prepare and submit an application for the grant opportunity, and to furnish such information as the Grantor may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Grantor.

Adopted this the 28th day of May, 2024.

Elizabeth Robertson, Town Clerk

MEMO

To: Town Council
From: Town Manager Parsons
Date: 05/24/2024
Re: Work Session Agenda

Regarding two items on your Agenda for discussion Tuesday:

1. Your packet contains an e-mail from the Manager of a local establishment requesting a change in the Noise Ordinance essentially allowing for an additional hour of “noise/(music)” on Friday and Saturday evenings. The intent Tuesday is to provide him opportunity to discuss this with the Council as a whole. To be clear, nothing will be asked to be voted on or otherwise legally changed on Tuesday, at most staff will seek direction as to whether a Code Amendment should be formally drafted and scheduled for the June (or later) meeting. Given the nature of the topic, and likelihood of some potential opposition, any proposed change may be something Council wishes to schedule a Public Hearing for. If there is no interest in considering a change, that can also be determined Tuesday.
2. I have included in your packet the General Statute related to the Town’s ability to “collect” merchant fees charged us as part of offering the ability to pay fees via credit cards. This relates to our conversation earlier this year around Utility payments and the success our on-line payment process has quickly proven to be. Tess will have some data regarding use and amounts that we can discuss on Tuesday with an eye toward whether staff should be including some form of fee (or not) with the Fees update that will adopted as part of the Budget proceedings in June.

Hello Reagan,

I had sent an email a couple weeks back. Realized this morning that i sent it to the wrong email address. I'm hoping we can make an ammendment to the town noise ordinance for saturday and sunday morning from 12am to 7am. We are hoping to be able to keep our live music on the patio by changing our own hours of music from 9pm to 12am instead of the 10pm to 1am that we used to try and have live music. Would love to come to a town meeting and hopefully bring this up in the hopes of getting an extra hour on Friday and Saturday evenings. Any help you can provide would me greatly appreciated. Can you let me know when the next meeting is so that i can attend?

Matt Nugent
The Bell Tree Tavern
231-923-9599

90.081

LOUD

OR UNNECESSARY

NOISE

PROHIBITED

(2) *Radios, phonographs, tape recorders, compact disc players, digital music players, musical instruments and similar devices.* The using, operating, or permitting to be played, used, or operated any radio, phonograph, tape recorder, compact disc player, digital music player, musical instrument, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet, comfort or repose of the neighboring inhabitants or at any time on a public street, municipal parking area, public sidewalk or Town park; or on public or private property in an area zoned as a residential district; or between the hours of 11:00 p.m. and 7:00 a.m. in an area zoned a commercial district, with louder volume than is necessary for the convenience of the person or persons who are in the room, vehicle, or chamber in which such machine or device is operating and who are voluntary listeners thereto. The operation of any set, instrument, phonograph, machine, or device at any time on a public street, municipal parking area, public sidewalk or town park; or in an area zoned as a residential district or between the hours of 11:00 p.m. and 7:00 a.m. in an area zoned as a commercial district in such a manner as to be plainly audible at a distance of 50 feet from the building, structure, vehicle or place in which it is located shall be prima facie evidence of the violation of this provision.

or on public or private property in an area zoned as a residential district; or between the hours of 12 a.m. and 7:00 a.m.on Saturday and Sunday in an area zoned a commercial district, with louder volume than is necessary for the convenience of the person or persons who are in the room, vehicle, or chamber in which such machine or device is operating and who are voluntary listeners therto.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011

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HOUSE BILL 626

Short Title:	Surcharge For Credit Card Use Prohibited.	(Public)
Sponsors:	Representative Blackwell (Primary Sponsor). For a complete list of Sponsors, see Bill Information on the NCGA Web Site.	
Referred to:	Rules, Calendar, and Operations of the House.	

April 6, 2011

A BILL TO BE ENTITLED
AN ACT TO PROHIBIT THE CHARGING OF A SURCHARGE ON PERSONS WHO
ELECT TO USE A CREDIT CARD, CHARGE CARD, OR DEBIT CARD IN LIEU OF
PAYMENT BY CASH, CHECK, OR SIMILAR MEANS.

The General Assembly of North Carolina enacts:

SECTION 1. Article 1 of Chapter 75 of the General Statutes is amended by adding a new section to read:

"§ 75-43. Surcharge for payment by credit card prohibited.

(a) Prohibition. – A person who sells or leases goods or services in this State shall not impose a surcharge on a person who elects to use a credit card, charge card, or debit card in lieu of payment by cash, check, or similar means. As used in this section, the term 'surcharge' means any additional amount imposed at the time of the sales or lease transaction that increases the charge to the buyer or lessee for the privilege of using a credit card, charge card, or debit card.

(b) Exception. – A person may offer discounts for the purpose of inducing payment by cash, check, or other means not involving the use of a credit card, charge card, or debit card, provided that the discount is offered to all prospective buyers.

(c) Violation an Unfair Trade Practice. – A violation of this section shall be an unfair and deceptive trade practice under G.S. 75-1.1."

SECTION 2. G.S. 159-32.1 reads as rewritten:

"§ 159-32.1. Electronic payment.

~~A~~–Notwithstanding G.S. 75-43, a unit of local government, public hospital, or public authority may, in lieu of payment by cash or check, accept payment by electronic payment as defined in G.S. 147-86.20 for any tax, assessment, rate, fee, charge, rent, interest, penalty, or other receivable owed to it. A unit of local government, public hospital, or public authority may pay any negotiated discount, processing fee, transaction fee, or other charge imposed by a credit card, charge card, or debit card company, or by a third-party merchant bank, as a condition of contracting for the unit's or the authority's acceptance of electronic payment. A unit of local government, public hospital, or public authority may impose the fee or charge as a surcharge on the amount paid by the person using electronic payment."

SECTION 3. This act becomes effective October 1, 2011.