



**Town of Southern Pines
Monday, August 25, 2014
3:00 PM, Community Room, Southern Pines Police Department
450 West Pennsylvania Avenue**

Worksession Agenda

- 1. Moore County Addressing Ordinance (request for acceptance)**
- 2. Financing Terms for Fire Rescue Truck/Street Sweeper (request for acceptance)**
- 3. Request For Palustris sponsorship: Chris Dunn, Arts Council**
- 4. WP-02-14 Watershed Protection Permit, 5/70 Allocation for Crestview Road Subdivision (Application withdrawn by Petitioner, Steve Floyd)**

SOUTHERN PINES FIRE DEPARTMENT

SERVING THE COMMUNITY SINCE 1898

MEMORANDUM

To: Southern Pines Town Council

From: Hampton Williams, Fire Chief

Date: July 18, 2014

Subject: Addressing Agreement with Moore County

As you are aware, the fire department has been handling the Town's addressing issues for several years now. This has been done in conjunction with the County's GIS department because of the mapping software they use and the data bank of street names that is already being used throughout the County. We have for years had problems with road names that were duplicated somewhere else in the County that caused confusion for emergency services and first responders. Working with the County has dramatically cut down on this issue and ensured that our future addressing is in line with current standards. It is my recommendation that we sign the agreement with the County and let them handle our addressing needs since they have the software and full time staff that is dedicated to the addressing process.

If you have any further questions, please contact me.

STATE OF NORTH CAROLINA
MOORE COUNTY

INTERLOCAL AGREEMENT REGARDING
MUNICIPAL E-911 ADDRESS ASSIGNMENT BY MOORE COUNTY GIS

This Agreement, made this _____ day of _____, 2014, by and between MOORE COUNTY, hereinafter referred to as "COUNTY" and _____, herein after referred to as "TOWN" located in Moore County, North Carolina, for the purpose of improving Emergency 911 (E-911) response through the conversion of existing municipal addresses to a consistent and coherent addressing system; and establishment of an official process by which roads are named, addresses are assigned and displayed, and the addressing system is maintained, the parties enter into the following Agreement:

WITNESSETH:

WHEREAS, the parties are authorized pursuant to Article 20 of NCGS, Chapter 160A to enter into Interlocal Agreements for the purpose of executing any undertaking; and

WHEREAS, the COUNTY is currently engaged in the process of naming all roads within the COUNTY'S addressing jurisdiction and in numbering all structures taking access thereon for purposes of providing a comprehensive county wide system to assist in prompt E-911 response; and

WHEREAS, the TOWN refers to the corporate limits and not the extra territorial jurisdiction (ETJ) of the TOWN; and

WHEREAS, the TOWN desires to have the COUNTY perform these services and other addressing associated functions within the TOWN, or a portion thereof; and

WHEREAS, the COUNTY has agreed to perform this task for the TOWN, without expense to the TOWN;

NOW, THEREFORE, in consideration of the mutual promises and benefits to both parties, the parties agree to the following:

- 1) The TOWN shall provide to the COUNTY maps or information necessary for address assignment (e.g., approved preliminary subdivision, mobile home park plats, individual building sites) that will assist the COUNTY in identifying addressable structures and road locations as soon as possible; and
- 2) The COUNTY will assign an E-911 address for each addressable structure taking access upon roads. The COUNTY will follow the addressing section of the Moore County Road Naming and Addressing Ordinance when assigning an address. The owner of the property on which the structure is located will be notified of the assigned address from the COUNTY; and
- 3) All COUNTY staff performing addressing for the TOWN shall notify the TOWN of any addresses assigned within the TOWN; and

- 4) The COUNTY shall provide an initial review of all proposed road names within the TOWN to insure compliance of the road name content compared to the Moore County Road Naming and Addressing Ordinance section for Content of Road Names. The COUNTY will recommend approving or not approving the proposed road name. The COUNTY recognizes the TOWN has final approval of all proposed road names within the TOWN. The TOWN shall provide the COUNTY with written approval of road name(s) and location; and
- 5) Road signage within the TOWN shall be the responsibility of the TOWN; and
- 6) The County's Road Naming and Addressing Ordinance, as it may be amended from time to time, by the execution of this contract as well as by a resolution of the TOWN, is hereby adopted by the TOWN, and shall apply with the same force and effect as the Road Naming and Addressing Ordinance of the TOWN as if fully set forth herein; and
- 7) Should any claims arise out of the services provided by the TOWN under this Agreement, the COUNTY agrees to indemnify and hold the TOWN, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against the TOWN, its employees, agents, contractors and Council Members arising as a result of the services performed on behalf of the COUNTY that are the subject of this Agreement and due to the negligence of the COUNTY, its employees, agents or contractors. The TOWN agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any of negligence brought against the COUNTY, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the COUNTY that are the subject of this Agreement and are due to the negligence of the TOWN, its employees, agents or contractors; and
- 8) The administration of the Addressing Ordinance and related activities shall be performed at no charge to the TOWN, except in the event of any litigation that may arise from the enforcement of the Addressing Ordinance by the COUNTY to such persons or property within the TOWN, the total litigation expense shall be borne by the TOWN; and
- 9) The COUNTY will use every effort to carry out the Ordinance hereinabove referred to, except any civil or criminal enforcement thereof, it being understood and agreed that if any civil or criminal action becomes necessary, the TOWN shall bring any action as may be required to effectively enforce said Ordinance, upon written notice from the COUNTY of such violations; and
- 10) This Agreement represents the entire agreement between the TOWN and the COUNTY. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a written instrument signed by both the Municipality and the County; and
- 11) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the TOWN or the COUNTY; and

12) Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its intent to terminate this Agreement; and

13) This Agreement is authorized pursuant to N.C. Gen Stat § 160A-461; and

14) In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable; and

The effective date of this Contract shall be _____.

THE COUNTY OF MOORE

By: _____ Date: _____
Larry R. Caddell, Chairman
Moore County Board of Commissioners

Attest: _____ Date: _____
Laura Williams
Clerk to the Board

TOWN

By: _____ Date: _____
Mayor

Attest: _____ Date: _____
Clerk

ARTS COUNCIL

OF MOORE COUNTY

August 18, 2014

Southern Pines Town Council
c/o Reagan Parson, Town Manager
Town of Southern Pines
125 SE Broad Street
Southern Pines, NC 28387

Dear Reagan,

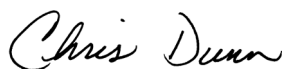
Good News!!! The Palustris Arts Festival is returning in 2015...better than ever! For its 5th year, Palustris will be presented on March 26-29, 2015, and will include several improvements to make the experience of the attendees better. These changes include:

- The official name is now “Palustris Arts Festival”. By adding “Arts” to the name, we are up front as to what type of festival this will be.
- All events in the Palustris Arts Festival will be juried, or chosen. We will no longer take all submitted events. While this will reduce the overall number of events, we believe this is best for the festival attendees, event presenters, and overall quality of the festival.
- There will only be one official event each night of the festival, thus eliminating conflicts.
- All ticketed events will be sold through the Palustris Arts Festival’s website and at select ticket outlets, thus making it easier for the attendees to participate. This also allows us to create themed packages, such as an “All-Access” Pass to all festival events.
- We will invite local restaurants and retail stores to provide any special discounts and offers to be included in the packages, thus benefiting the local economy too.

To make all this happen, we need your help again. Please accept this letter and the attached page of benefits as our official request to the Town of Southern Pines for sponsorship support of the 2015 Palustris Arts Festival.

If you have any questions or the Council would like me to speak in person, please contact me at 692-2787 or info@palustrisfestival.com. Thank you again for considering additional support of the Arts Council and the Palustris Arts Festival!

Sincerely,



Chris Dunn
Executive Director

Enclosure



2015 PALUSTRIS ARTS FESTIVAL

Sponsorship Request to Town of Southern Pines

Amount of request: \$3,500

Please join the Arts Council of Moore County to present the 5th annual Palustris Arts Festival! Presented by the Arts Council, the 2015 Palustris Arts Festival will be presented on March 26-29, 2015 throughout Southern Pines, Pinehurst, and Aberdeen.

Even though we didn't present the event in 2014, we do have a lot of interest going into 2015. With the improvements we are making to the 2015 festival, we anticipate the most successful Palustris Arts Festival yet!

We invite the Town of Southern Pines to return as a sponsor of the Arts Council's role in making the Palustris Arts Festival even better!

Sponsorship benefits:

- Town logo to appear on all Palustris Arts Festival promotions, such as the festival schedule, website, posters, flyers, etc.
- Town logo with active link on Palustris Arts Festival's sponsor page at www.PalustrisFestival.com.
- Sponsorship announced in print, on the radio, and on TV, when possible.
- Half of the sponsorship will be used to present Palustris Arts Festival artists in our local schools, as part of the "Palustris in the Schools" program.
- 10 free tickets to the Palustris Arts Festival's signature event, which will be announced by October 1, 2014, if not sooner.
- Priority ticket benefits to other festival event(s) based on requests and ticket availability.

From: Matt Dowd [<mailto:matt@snsengineers.com>]

Sent: Thursday, August 14, 2014 4:34 PM

To: Chris Kennedy

Subject: Crestview Road

Chris,

We would like to cancel the 5/70 allocation request for the Crestview Road Project. We re-figured the impervious areas using the entire 4.13 acre track and now have the proposed impervious area under 12% and do not need the allocation. Please see attached typical lot layout PDF.

Thanks

--

Matt Dowd

275 S. Bennett Street, Ste. A

Southern Pines, NC 28387

Phone: (910) 246-0038

www.snsengineers.com



Typical Lot Areas

Density:

Total Acreage

4.13 Acres

Allowable Units:

4.13 Acres
 = 4.13 acres (179,903sf/10,000sf)
 = 17 units
9 Units

Proposed Units:

5 / 70 Allocation Request:

Current Allowable Impervious Area
 (High Quality Water)

12% Built upon Area Allowed
 4.13 Acres (179,903sf) X 0.12 = 0.50 Acres
21,588 sf Allowed for entire project

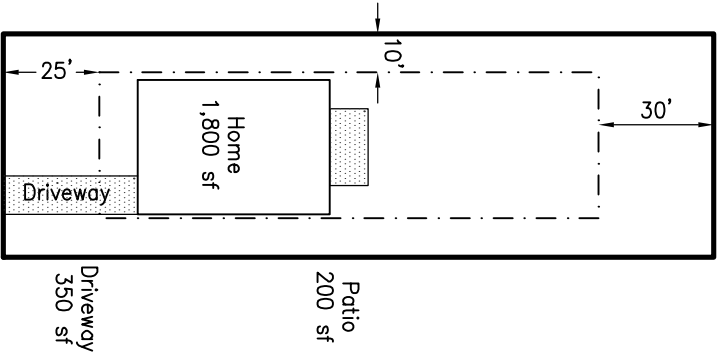
Proposed Impervious Areas:

Concrete Driveways: 350 sf X 9 Lots
 3,150 sf

Proposed Homes: 1,800 sf X 9 Lots
 16,200 sf

Proposed Patio: 200 sf X 9 Lots
 1,800

Total Impervious Area: 21,150 sf
11.76% Proposed Impervious Area



Setbacks:
 Front: 25'
 Side: 10'
 Corner Side: 15'
 Rear: 30'

OWNER : Floyd Properties
 PROJECT : Crestview Road

SCALE : 1" = 50'
 LOCATION : Crestview Road

DATE : 8-13-14

MBD
 1309920

Sheet:
 1

Impervious Area



SNS
 ENGINEERING
 Delivering efficient solutions...

275 S. Bennett St., Suite A
 Southern Pines, NC 28387
 Phone : (910) 246-0038
 NC License # C-3791
 www.snsengineers.com