



**Virtual Worksession  
Town of Southern Pines  
Monday February 22, 2021, 3:00 PM**

**Town Council Work Session:**

- Attend using your computer or smartphone to watch and listen to the proceedings and to provide comment when prompted. Register for the meeting in advance by going to: <https://attendee.gotowebinar.com/register/2449934420230177805>
- Attend using your telephone to listen to the proceedings and to provide comment when prompted. At the meeting time, dial (631) 992-3221 then use Audio Access Code 823-718-001.
- Attend using the GoToWebinar app on your tablet or smartphone by entering Webinar ID 570- 537-859.

**Worksession Agenda**

**Call to Order**

**Action Items for 2-22-21 Meeting**

1. Consider AX-01-21: Decision regarding a Request for Voluntary Annexation of Property Contiguous to the Corporate Limits of the Town of Southern Pines; ±157.51 Acres; Petitioner: Town of Southern Pines
2. Consider Motion to Set March 3, 2021 Public Hearing Related to Refinancing the Installment Contract for the Fire Station
3. Consider Budget Amendments

<u>DEPARTMENT</u>	<u>LINE ITEM</u>	<u>CODE</u>	<u>INCREASE</u>	<u>DECREASE</u>
Planning	Contract Services	10-540-4500	\$12,000.00	
Planning	Professional Services	10-540-4600	\$ 2,000.00	
General Fund	Fund Balance Appropriations	10-397-1000	\$14,000.00	
Police - Patrol	Capital – Motor Vehicle	10-511-7402	\$28,000.00	
Police - Investigations	Capital – Motor Vehicle	10-515-7402		\$28,000.00

**Council Updates and Discussion**

4. Council Update on “Southern Pines Mural Project”
5. Council Update on UDO Revisions per NCGS §160D
6. Request for Letter of Support from Partners in Progress

## ***PUBLIC COMMENT PROCEDURES***

*The Southern Pines Town Council is committed to allowing members of the public an opportunity to offer comments and suggestions. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Council during the Public Comment Period shall be subject to the following procedures:*

- 1. The Public Comment Period will be held at the end of the Council Meeting.*
- 2. Each person choosing to speak is asked to keep their statements to a reasonable length in time in recognition that others may also wish to speak and that the Council requires time to conduct its normal business. The Chair retains the right to limit discussion as he/she deems necessary.*
- 3. Speakers will be acknowledged by the Mayor/Chair. Speakers will address the Council from the lectern at the front of the room and begin their remarks by stating their name and address for the record.*
- 4. Public comment is not intended to require the Council and/or staff to answer any impromptu questions. Speakers will address all comments to the entire Council as whole and not one individual member. Discussions between speakers and members of the audience will not be permitted.*
- 5. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of the Town shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 6. Any applause will be held until the end of the Public Comment Period.*
- 7. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Council.*
- 8. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Council; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; **matters which are the subject of public hearings.***
- 9. Action on items brought up during the Public Comment Period will be at the discretion of the Council.*

## Work Session Agenda Item

**To:** Reagan Parsons, Town Manager  
**Via:** BJ Grieve, Planning Director  
**From:** Cindy Williams, Planning Technician  
**Subject:** AX-01-21: Decision regarding a Request for Voluntary Annexation of Property Contiguous to the Corporate Limits of the Town of Southern Pines; ±157.51 Acres; Petitioner: Town of Southern Pines  
**Date:** February 22, 2021

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### I. SUMMARY OF APPLICATION REQUEST:

The Town of Southern Pines is requesting voluntary annexation of a ±157.51 acre parcel that is currently outside of the corporate limits of the Town of Southern Pines. Per the Moore County tax records, the property owner is Barbara L. Sherman. The property was conveyed by Barbara L. Sherman to the Town of Southern Pines by deed recorded in the Moore County Register of Deeds office on December 15, 2020 in Book 5492 at Page 240. The subject parcel is currently identified as PIN: 858317116814 (PARID: 99000591).

### II. TOWN COUNCIL ACTION:

During the January 12, 2021 regular meeting of the Town Council, the Town Council approved a *Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31* and a *Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31, As Amended*.

The public hearing was held on February 9, 2021 during the regular meeting of the Town Council. All public notice requirements associated with this annexation request were met. No one spoke regarding the proposed annexation. A unanimous vote of the Town Council closed the public hearing. However, no decision was made regarding the petition for annexation in order to allow for additional public comment in accordance with G.S. §166A-19.24(e) requiring a minimum of 24 hours following a remote public hearing for submittal of written comments. No comments have been received by staff following the public hearing.

### III. PROJECT INFORMATION:

#### A. Physical Addresses:

490 Pee Dee Road  
Southern Pines, NC 28387

**B. Property Owner:**

Town of Southern Pines  
P.O. Box 870  
Southern Pines, NC 28388

**C. Applicant:**

Town of Southern Pines  
P.O. Box 870  
Southern Pines, NC 28388

**D. Property Identification Number (PIN) & Parcel Identification:**

PIN: 858317116814; PARID: 99000591

**E. Size of Property:**

Total Current Acreage: ±157.51 acres

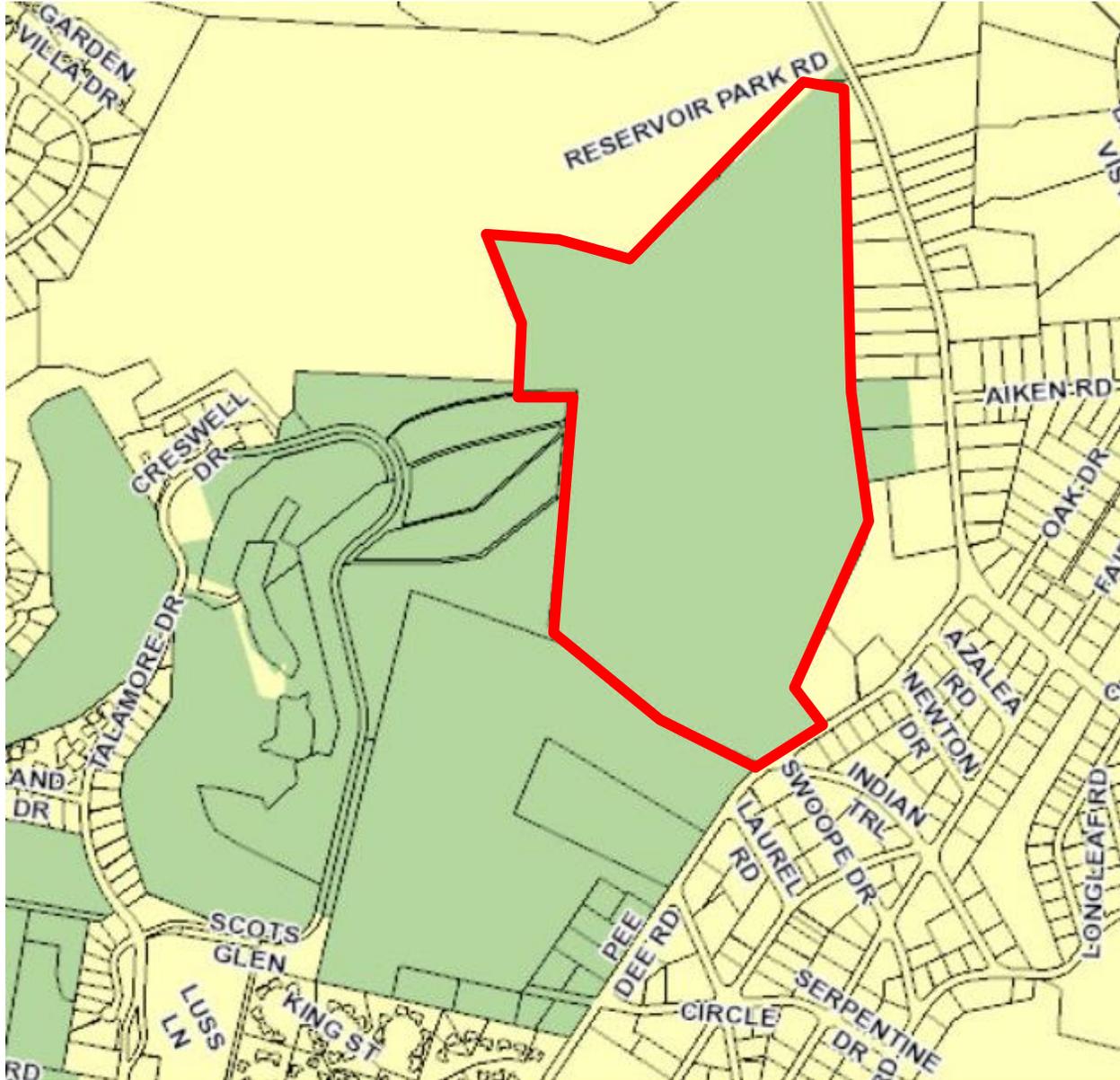
**II. STAFF COMMENTS:**

- The applicant has submitted an annexation petition accompanied by a map and a written metes and bounds description of the subject property.
- The request is a voluntary request for a contiguous annexation as the adjacent properties to the east are within the corporate limits of the Town of Southern Pines (see Figure 1).
- The subject property is presently zoned RE (Rural Estate) and the adjacent properties are presently zoned FRR (Facilities Resource and Recreation), RS-3 (very low density Residential single-family), NB (Neighborhood Business), FRR-CD (Facilities Resource and Recreation conditional district) and RS-1CD (medium density Residential single-family conditional district).
- At the January 12, 2021 regular meeting of the Town Council, the Town Clerk was directed to investigate a Petition for Voluntary Annexation received under G.S. 160A-31 and the Town Council approved a date for a public hearing on the Petition.
- A public hearing was held regarding the petition for annexation on February 9, 2021. No one spoke regarding the annexation.
- The purpose of this agenda item is to make a decision regarding the annexation request.

- **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:

*“Residential. 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 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.”*

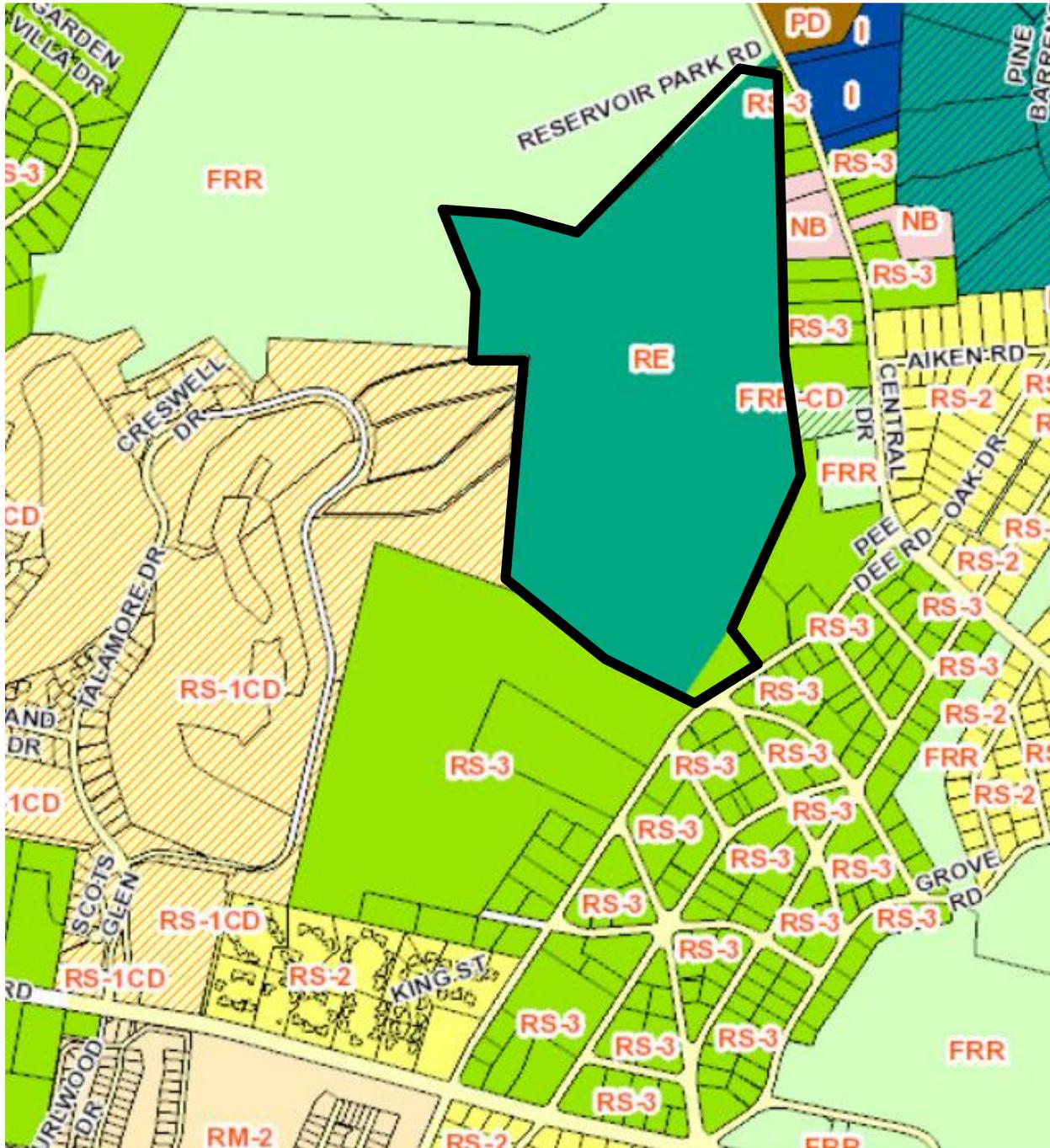
Figure 1: Adjacent Property (Area to be Annexed Outlined in Red)



□ Town of Southern Pines Corporate Limits

■ Town of Southern Pines ETJ

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





**III. ATTACHMENTS:**

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

**IV. TOWN COUNCIL ACTION:**

**To either approve or deny the voluntary annexation, the Town Council may choose one of the following motions or any alternative they wish:**

- 1) I move to adopt an Ordinance approving voluntary annexation request AX-01-21 for the property as defined in the submitted written metes and bounds description, and to have the Ordinance effective immediately.

**-or-**

- 2) I move to deny voluntary annexation request AX-01-21 for the property as defined in the submitted metes and bounds description.

**PETITION FOR VOLUNTARY ANNEXATION OF REAL  
PROPERTY CONTIGUOUS TO THE  
TOWN OF SOUTHERN PINES, NORTH CAROLINA**

December 29<sup>th</sup>, 2020

**TO THE TOWN COUNCIL OF THE TOWN OF SOUTHERN PINES, NORTH CAROLINA:**

- 1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Southern Pines, North Carolina, pursuant to G. S. 160A-31.**
  
- 2. The area requested to be annexed is contiguous to the Town of Southern Pines, and the boundary of such territory is described by metes and bounds as follows:**

A legal metes and bounds description of boundaries of annexation, or a legal metes and bounds description of boundaries must be included.

Name & Signature of Owner

Address of Owner

Reagan D. Parsons - Town Manager  


125 SE Broad St.  
Southern Pines NC  
28387

Two copies of the petition, an 11" x 17" map showing location and boundaries of the area requested to be annexed, a legal metes and bounds description and physical address for the property (new projects or properties that are being subdivided are to obtain address numbers from the Southern Pines Planning office while properties with existing structures are to obtain/confirm those addresses through the Southern Pines Fire Department) are to be filed with the Town Clerk, 125 S. E. Broad Street, Southern Pines, NC 28387.

## Property Description

A certain tract or parcel of land in McNeills Township, Moore County, North Carolina fronting on the West line of Pee Dee Road at the intersection of Pee Dee Road and Indian Trail, bounded on the South by Dr. Robert G. Martin, on the West by the Talamore Golf Development, on the Northwest by the Town of Southern Pines Reservoir Park Tract, and on the East by the Kenwood Development, Grantor, the Southern Pines Presbyterian Church, and the Town of Southern Pines Park Tract described as follows:

BEGINNING at a concrete monument in the northwest line of Pee Dee Road at the intersection of Pee Dee Road with Indian Trail, a corner of Grantor and Dr. Robert G. Martin running thence from the beginning, as the common line of Grantor and Dr. Robert G. Martin, leaving the highway, the following calls: North 67 degrees 24 minutes 33 seconds West 664.04 feet to an iron stake; thence North 54 degrees 36 minutes 33 seconds West 489.20 feet to an iron stake; thence North 48 degrees 26 minutes 33 seconds West 311.40 feet to a concrete monument; thence as the common lines of Grantor and the Talamore Golf Development, the following calls: North 47 degrees 30 minutes 53 seconds West 192.93 feet to an iron stake; thence North 07 degrees 00 minutes 53 seconds East 1566.00 feet to a concrete monument; thence South 88 degrees 08 minutes 47 seconds West 378.15 feet to a concrete monument; thence North 02 degrees 52 minutes 46 seconds East 62.94 feet to a concrete monument, a common corner of Grantor, the Talamore Golf Development, and the Town of Southern Pines Reservoir Park Tract; thence as the lines of Grantor and the Town of Southern Pines, crossing the Dixie Gas Pipeline Right of Way, the following calls: North 01 degrees 40 minutes 38 seconds East 344.54 feet to an iron stake; thence North 23 degrees 11 minutes 34 seconds West 655.38 feet to an iron stake; thence South 86 degrees 34 minutes 02 seconds East 328.32 feet to a concrete monument; thence South 86 degrees 38 minutes 36 seconds East 143.03 feet to an iron stake; thence South 78 degrees 25 minutes 42 seconds East 260.21 feet to an iron stake near a branch; thence South 78 degrees 19 minutes 45 seconds East 187.40 feet to an iron stake near the Dixie Gas Pipeline Right of Way; thence North 45 degrees 09 minutes 09 seconds East 1632.97 feet to an iron stake; thence South 84 degrees 43 minutes 48 seconds East 267.96 feet, crossing a stream and the Dixie Gas Pipeline, to an iron stake, a corner of a lot of the Kenwood Development recorded in Plat Book 5 at Page 47 in the Moore County Registry; thence as the common lines of Grantor and the Kenwood Development, the following calls: South 01 degrees 53 minutes 20 seconds East 598.36 feet to a concrete monument; thence South 02 degrees 00 minutes 12 seconds East 149.93 feet to a concrete monument; thence South 01 degrees 54 minutes 12 seconds East 299.88 feet to a concrete monument; thence South 01 degrees 55 minutes 43 seconds East 299.79 feet to a concrete monument; thence South 01 degrees 57 minutes 09 seconds East 299.90 feet to a concrete monument; thence South 01 degrees 55 minutes 48 seconds East 149.93 feet to a concrete monument; thence South 01 degrees 54 minutes 56 seconds East 149.97 feet to a concrete monument; thence leaving the Kenwood Development, South 08 degrees 36 minutes 37 seconds East 168.80 feet to an iron stake; thence South 05 degrees 26 minutes 04 seconds East 161.18 feet to an iron stake, a corner of the Department of Aging parcel, thence South 05 degrees 23 minutes 09 seconds East 154.33 feet to an iron stake; thence South 08 degrees 18 minutes 52 seconds East 189.46 feet to an iron stake, a corner of the Southern Pines Presbyterian Church tract; thence as the common lines of Grantor and the Church tract, the following calls: South 08 degrees 18 minutes 52 seconds East 86.22 feet to an iron stake; thence South 03 degrees

32 minutes 17 seconds East 145.94 feet to an iron stake; thence South 09 degrees 05 minutes 33 seconds West 128.66 feet to an iron stake; thence South 20 degrees 35 minutes 58 seconds West 117.28 feet to an iron stake, thence South 26 degrees 43 minutes 38 seconds West 141.31 feet to an iron stake; thence South 26 degrees 14 minutes 30 seconds West 366.31 feet to an iron stake; thence South 41 degrees 31 minutes 13 seconds East 10.24 feet to an iron stake, the North corner of the Town of Southern Pines Park Tract in the line of the Church tract; thence as the lines of Grantor and the Town of Southern Pines Park Tract, the following calls: South 29 degrees 06 minutes 18 seconds West 319.45 feet to an iron stake; thence South 34 degrees 45 minutes 32 seconds West 119.04 feet to an iron stake; thence South 33 degrees 13 minutes 25 seconds East 330.79 feet to an iron stake in the Northwest line of Pee Dee Road, thence as the common line of Grantor and Pee Dee Road, South 56 degrees 46 minutes 43 seconds West 432.30 feet to the beginning, containing 157.51 acres, more or less.



Date: February 22, 2021

Re: Annexation AX-01-21

To whom it may concern:

Attached, you will find the Certificate of Sufficiency for the subject parcel identified by PIN: The subject parcel is currently identified as PIN: 858317116814 (PARID: 99000591).

#### Property Description

A certain tract or parcel of land in McNeills Township, Moore County, North Carolina fronting on the West line of Pee Dee Road at the intersection of Pee Dee Road and Indian Trail, bounded on the South by Dr. Robert G. Martin, on the West by the Talamore Golf Development, on the Northwest by the Town of Southern Pines Reservoir Park Tract, and on the East by the Kenwood Development, Grantor, the Southern Pines Presbyterian Church, and the Town of Southern Pines Park Tract described as follows:

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Council has approved to proceed at the public hearing that will be held at the February 22, 2021 Worksession meeting of Town Council.

Best Regards,

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Peggy K. Smith, Town Clerk

**AN ORDINANCE TO EXTEND THE CORPORATE  
LIMITS OF THE TOWN OF SOUTHERN PINES,  
NORTH CAROLINA**

**THAT WHEREAS**, the Town Council has been petitioned under G. S. 160A-31 as amended to annex the area described herein; and

**WHEREAS**, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

**WHEREAS**, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held in Regular Session of the Town Council by virtual meeting at 6:00 o'clock pm, the 9<sup>th</sup> of February 2021 after due notice by publication on January 21, 2020 and January 27, 2021;

**WHEREAS**, after the completion of said public hearing and upon consideration of any comments, objections or presentation at that hearing, and

**WHEREAS**, based upon the certification of the Town Clerk and other information presented at said hearing, Council finds it proper and in the best interest of the Town to annex said property according to the requirements of G.S. 160A-31,

**Physical Address:**

490 Pee Dee Road Southern  
Pines, NC 28387

**Property Identification Number (PIN) & Parcel Identification:**

**ANNEXATION AX-01-21**

The subject parcel is currently identified as PIN: 858317116814 (PARID: 99000591).

### Property Description

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**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Town Council of the Town of Southern Pines, North Carolina in regular session this 22nd day of February, 2021;

**Section 1.** By virtue of the authority granted by G.S. 160A-31, as amended, the above described territory is hereby annexed and made part of the Town of Southern Pines as of the 22nd day of February, 2021.

**Section 2.** Upon and after the 22nd day of February, 2021, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force of the Town of Southern Pines and shall be entitled to the same privileges and benefits as other parts of the Town of Southern Pines. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

**Section 3.** The Mayor of the Town of Southern Pines shall cause to be recorded in the office of the Register of Deeds of Moore County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof. Such a map shall also be delivered to the County Board of Elections as required by G.S. 163-288.1.

**Section 4.** This ordinance shall be and remain in full force and effect from and after the date of its adoption.

Adopted this 22nd day of February, 2021.

ATTEST:

TOWN OF SOUTHERN PINES

\_\_\_\_\_  
Peggy K. Smith, Town Clerk

\_\_\_\_\_  
Carol R. Haney, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Doug Gill, Town Attorney

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting on February 22, 2021 as shown in the minutes of the Town Council for that date.

\_\_\_\_\_  
Peggy K. Smith, Town Clerk

**MOORE COUNTY  
STATE OF NORTH CAROLINA**

I swear this is a true and accurate copy of an Ordinance to Extend The Corporate Limits of The Town of Southern Pines, North Carolina. The subject parcels are identified by: **(AX-01-21)**

**Physical Address:**

490 Pee Dee Road  
Southern Pines, NC  
28387

**Property Identification Number (PIN) & Parcel**

**Identification: ANNEXATION AX-01-21**

The subject parcel is currently identified as PIN: 858317116814 (PARID: 99000591).

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**Peggy K. Smith, Town Clerk**

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**Date**



Governmental Finance

5130 Parkway Plaza Boulevard  
Charlotte, North Carolina 28217  
Phone (704) 954-1700  
Fax (704) 954-1799

February 18, 2021

Ms. Tess Brubaker-Speis  
Town of Southern Pines, NC  
PO Box 870  
Southern Pines, NC 28388

Dear Ms. Brubaker-Speis:

Truist Bank (“Lender”) is pleased to offer this proposal for the financing requested by the Town of Southern Pines, NC (“Borrower”).

**PROJECT:** Fire Sub-Station Refunding

**AMOUNT:** \$4,356,791.65

**MATURITY DATE:** April 19, 2033

**INTEREST RATE:** 2.06%

**TAX STATUS:** Tax Exempt – Bank Qualified

**PAYMENTS:** Interest: Semi-Annual  
Principal: Semi-Annual

**INTEREST RATE  
CALCULATION:** 30/360

**SECURITY:** First lien security interest on the real property purchased, financed, constructed, or renovated with financing proceeds

**PREPAYMENT  
TERMS:** Prepayable in whole at any time with one half percent prepayment penalty.  
Should the Borrower accepts this proposal, Lender agrees to lower the existing prepayment penalty to one half percent on existing principal balance.

**RATE  
EXPIRATION:** April 5, 2021

**DOCUMENTATION/  
LEGAL REVIEW  
FEE:** \$5,900

**FUNDING:** Proceeds will be deposited into an account held at Lender at closing pending disbursement for project costs.

**DOCUMENTATION:** Lender and its counsel shall prepare the deed of trust and all documentation for the Borrower. We shall provide a sample of all required documentation to you and your counsel if Lender is the successful proposer. Lender will not require a survey or title insurance. Evidence of LGC approval is required when applicable. At a minimum, Lender shall require flood insurance, if applicable.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with state statutes or the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

**REPORTING**

**REQUIREMENTS:** Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 413-4991 with your questions and comments. We look forward to hearing from you.

Sincerely,

**Truist Bank**



Andrew G. Smith  
Senior Vice President

**Resolution Approving Financing Terms**

*WHEREAS*, the Town of Southern Pines, NC (“Borrower”) has previously determined to refinance the Fire Sub-Station Note 00005 (the “Project”), and the Finance Director has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated February 18, 2021, or as such proposal may be supplemented or amended by Lender and the Borrower verbally or in writing. The amount financed shall not exceed \$4,356,791.65, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.06%, and the financing term shall not exceed twelve (12) years from the date of closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and such other documents as Lender may request. Pursuant to the Financing Agreement and Deed of Trust, (a) Lender will advance moneys to the Borrower to pay the costs of the Project and the financing costs related thereto, and the Borrower will repay such advance in installments, and (b) the Borrower will grant a lien on the site of the Project, or portions thereof, together with all fixtures and improvements located thereon, to Lender as security for such advance.

3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to the Finance Director’s satisfaction. The Finance Director is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for costs of the Project may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this \_\_\_ day of \_\_\_\_\_, 2021

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

# **Legal Notice**

## **NOTICE OF PUBLIC HEARING**

The public will take note that a public hearing will be held on an application for a refinancing agreement authorized by North Carolina General Statute 160A. The Town of Southern Pines desires to modify the current financing agreement for the Fire Station by use of a refinance of an installment contract authorized under North Carolina General Statute 160A, Article 3, and Section 20 of the General Statutes.

All interested citizens are invited to attend and be heard at the virtual public hearing, 6pm March 3<sup>rd</sup>, via the following means:

<https://attendee.gotowebinar.com/register/7892165134600678412> • Attend using your telephone to listen to the proceedings and to provide comment when prompted. At the meeting time, dial (562) 247-8422 then use Audio Access Code 875-186-243. • Attend using the GoToWebinar app on your tablet or smartphone by entering Webinar ID 960-300-411.

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**Peggy K. Smith**  
**Town Clerk of the Town of Southern Pines**



## Community Development Department Planning Division

180 SW Broad Street  
Southern Pines, NC 28387

Phone (910) 692-4003  
Fax (910) 692-9495

### INTERNAL MEMO

TO: Town Council

FROM: BJ Grieve

DATE: February 22, 2021

SUBJECT: Request for Budget Amendment.

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The Planning Division of the Community Development Department is requesting the following budget amendments:

1. Add **\$9,000** to Planning line item 10-540-4500 (Contract Services) to pay for four (4) nuisance complaint lot cleanups totaling \$7,089 that were completed in the fall of 2020, and to provide an additional \$1,911 for likely nuisance complaint lot cleanup(s) in the spring of 2021.
2. Add **\$3,000** to Planning line item 10-540-4500 (Contract Services) to pay for Michael Lauer & Associate's work on formatting and maintaining the Unified Development Ordinance. Planning budgeted \$2,000 for Mr. Lauer's services in this fiscal year, but this amount will not be adequate to pay for his work formatting the recently-adopted Engineering and Construction Standards Manual as well as his upcoming work on 160D revisions in June of 2021.
3. Add **\$2,000** to Planning line item 10-540-4600 (Professional Services) to pay for a "Code Scan" by the UNC School of Government (SOG). "Code Scan" is a service offered by SOG to review local development ordinances for compliance and consistency with the Chapter 160D changes that were effective January 1, 2021. Local ordinances must be updated no later than July 1, 2021. Town planning staff have been working through the required revisions to the UDO and will provide a revised copy to SOG for their review and feedback prior to scheduling public hearings by the Planning Board and Town Council.

**AN ORDINANCE  
AMENDING THE 2020/2021 FISCAL YEAR BUDGET**

**BE IT ORDAINED AND ESTABLISHED** by the Town Council of the Town of Southern Pines in regular session assembled this 22<sup>nd</sup> day of February, 2021 that the Operating Budget for the Fiscal Year 2020/2021 be and hereby is amended as follows:

<u>DEPARTMENT</u>	<u>LINE ITEM</u>	<u>CODE</u>	<u>INCREASE</u>	<u>DECREASE</u>
Planning	Contract Services	10-540-4500	\$12,000.00	
Planning	Professional Services	10-540-4600	\$ 2,000.00	
General Fund	Fund Balance Appropriations	10-397-1000	\$14,000.00	

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of February 22, 2021 as shown in the minutes of the Town Council for that date.

\_\_\_\_\_  
Peggy K. Smith, Town Clerk



## Police Department

Mailing  
P.O. Box 330  
Southern Pines, NC 28388

Physical Location  
450 W. Pennsylvania Ave.  
Southern Pines, NC 28387

Administration: (910) 692-2732  
Communications Center: (910) 692-7031  
Patrol Division: (910) 693-4101  
Investigation Division: (910) 693-1481  
Crime Tips: (910) 693-4110

Email: [PD@southernpines.net](mailto:PD@southernpines.net)  
[www.southernpines.net/Police](http://www.southernpines.net/Police)

To: Town Council  
From: Nick Polidori  
Chief of Police  
Date: February 18, 2021  
Re: Request for Budget Amendment

Due to a vehicle in 511 - Patrol/Administration being involved in a motor vehicle collision, and subsequently being declared a total loss, I am requesting \$28,000 in line item 10-515-7402 to be transferred to line item 10-511-7402. This transfer of funds will be used to replace this vehicle in 511 - Patrol/Administration.

Thank you for your consideration of this request.

Xc: Town Manager  
Finance Director  
Director of Administrative Services  
File Budget 2019/20

**AN ORDINANCE  
AMENDING THE 2020/2021 FISCAL YEAR BUDGET**

**BE IT ORDAINED AND ESTABLISHED** by the Town Council of the Town of Southern Pines in regular session assembled this 22<sup>nd</sup> day of February, 2021 that the Operating Budget for the Fiscal Year 2020/2021 be and hereby is amended as follows:

<u>DEPARTMENT</u>	<u>LINE ITEM</u>	<u>CODE</u>	<u>INCREASE</u>	<u>DECREASE</u>
Police - Patrol	Capital – Motor Vehicle	10-511-7402	\$28,000.00	
Police - Investigations	Capital – Motor Vehicle	10-515-7402		\$28,000.00

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of February 22, 2021 as shown in the minutes of the Town Council for that date.

\_\_\_\_\_  
Peggy K. Smith, Town Clerk

## Work Session Agenda Item

**To:** Reagan Parsons, Town Manager  
**From:** BJ Grieve, Planning Director  
**Subject:** Council Update on “Southern Pines Mural Project.”  
**Date:** February 22<sup>nd</sup>, 2020

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### I. SUMMARY:

The Town Council will recall that at the July 27<sup>th</sup>, 2020 Town Council Work Session, Mr. Steve Harbour presented a concept for painting a mural on the side of his existing commercial building at 305 SE Broad Street. Planning staff raised concerns with establishing a precedent of artistic murals being used to attract attention to a private building, as well as the potential for controversy and legal challenges over what constitutes art and what constitutes a sign.

Town Council generally supported the concept of murals for purposes of public art and creating additional traffic for businesses. The Town Manager suggested exploring a public art approach that would work in conjunction with the input of existing community groups and committees. Following this meeting, planning staff contacted Mr. Chris Dunn with the Arts Council of Moore County and Mr. Dunn agreed to explore the feasibility of a public art project. Planning staff and Messrs. Harbour and Dunn came back to the Town Council at the September 28<sup>th</sup>, 2020 Work Session to present a concept for the Southern Pines Mural Project (project). The Council was receptive to the project and asked for more information when it became available.

Since that time, Mr. Dunn has completed a substantial amount of research on sources of funding, best practices and legal guidelines for successful public art projects. Members of three local community groups (West Southern Pines Civic Club, Southern Pines Business Association, and the Southern Pines Appearance Commission) have come together to create an ad hoc committee to support and assist with the project and have met two times to review and provide feedback on a variety of draft documents that will be needed for successful implementation of the project. The draft documents include:

1. **Potential Mural Locations:** The goal of the project is five public art murals, so 13 *potential* locations have been identified meeting the project’s parameters. The next step is to reach out to these property owners.
2. **Property Owner Request:** Reaching out to property owners will require careful communication of exactly what is involved in hosting a mural. This document explains the project parameters and requirements and will be provided to property owners.

3. **Artist Request for Proposals (RFP):** Once five locations are selected using the documents above, those locations will be inserted into the attached RFP and this will be provided to artists across North Carolina. The Committee felt that it was important to find artists or artists teams that are born in or reside in North Carolina.
4. **Mural Contract and Easement:** Murals will be public art projects and will need to be protected as a public asset. This will require an agreement with the property owner and an easement. The attached document is a DRAFT to illustrate that this issue has been researched, the final version will be refined prior to use with the assistance of the Town Attorney.

The Southern Pines Mural Committee is ready to reach out to property owners on behalf of the project, select five locations and then distribute the RFP to artists statewide. Once these steps are taken, the Southern Pines Mural Project will really be underway. The purpose of requesting time with the Town Council before these actions are taken is to make the Council aware of all work that has been completed and to respond to any questions and/or concerns. If the Town Council's thoughts on the project have changed, or if there are any concerns that haven't been adequately researched, the Committee will continue work to attempt to resolve these issues prior to reaching out to property owners and artists on behalf of the project.

## II. ATTACHMENTS:

Draft project documents for Council's review:

1. Potential Mural Locations.
2. Property Owner Request
3. Artist Request for Proposals (RFP).
4. Mural Contract and Easement

## III. TOWN COUNCIL ACTION:

**Town Council is being asked for affirmation of continued support for the project, and for approval of further work on the Southern Pines Mural Project.** This will include contacting property owners of potential mural locations and sending out an RFP for artists. The committee also wishes to provide the Council with advance notice that the Planning Division of the Community Development Department will be requesting \$12,500 in seed funding for the project (\$2,500 per mural) in the Fiscal Year 2021-2022 budget. A commitment to seed funding by the Town Council will allow the Arts Council of Moore County to pursue additional private sources of project funding with the knowledge of firm support for the project from the Town of Southern Pines.

# Southern Pines Mural Project

## Potential Mural Locations

A public mural is a gift of art from the town to itself for everyone to enjoy. It should be a source of pride and should be celebrated! Before an artist is selected, a design is approved, or paint touches a wall, the mural location must be chosen.

Potential mural walls should be highly visible, structurally sound, able to receive paint, and in a strategic location for future growth of Southern Pines. Once a desired mural location is determined, the committee must secure permission from the property owner that the wall can be used. The property owner may have ideas for the mural design and theme, and may require review and approval before painting begins. The committee will also accept recommendations for mural locations from the public, but these locations must meet the same standards as the locations identified by the committee. Until there is future interest, the committee will avoid mural locations in the Southern Pines Historic District.

The following locations have been currently identified:

1. **Harbour Place**

**\*\*\*Committed to participate\*\*\***

Physical Address: 311 SE Broad St. (SW wall)

Size: 40 ft. wide and 24 ft. high. | Surface: Painted cinder block

Owner: Steve Harbour

Owner Address: 2688 NC 24-27 Hwy., Cameron, NC 28326

Owner Contact: Email: SHarbour@innocceanusa.com | Phone: 714-943-8972



2. **M&S Market**

Physical Address: 912 W. Pennsylvania Ave. (NW wall)  
Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted stucco (?)  
Phone: 692-4191 (M&S Mkt.)  
Owner: Mahmood Algazzali (goes by Mike?)



3. **Wine & Design building**

Physical Address: 220 W. Pennsylvania Ave. (SE wall)  
Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Unpainted brick  
Phone: 684-3303 (Wine & Design)  
Owner: 4GS Family, LLC – Thomas M. Gisler  
Address: 370 James H Rd., Cameron, NC 28326



4. **Pool Store of the Pines building**

**\*\*\*Interested in participating\*\*\***

Physical Address: 965 Old US Hwy 1 (NE & SW walls)  
NE Wall Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted cinder block  
SW Wall Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted cinder block  
Owner: Milton Pilson – 639-7964



5. **Tru Fit Gym**

Physical Address: 120 W. Morganton Rd. (NE & NW walls)

NE Wall Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted cinder block

NW Wall Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted cinder block

Phone: 693-1400 (Tru Fit)

Owner: Blue Gem Inc. – Steve B. Cone & Sharon Watts (Secretary)

Address: 1846 Banking St., Greensboro, NC 27408



6. **Wall on rear of Jim's Pawn Shop building**

Physical Address: 980 Old US Hwy. 1

Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted cinder block

Phone: 695-1303 (Jim's Pawn Shop)

Owner: Daniel & Mark Black (**Tonya checking if this is D.P. Black**)

Address: 1976 Roseland Rd., Aberdeen, NC 28315



7. **Champions Car Wash**

Physical Address: 930 Old US Hwy 1 (SW wall)

Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Metal siding

Phone: 692-5060 (Champions Car Wash)

Owner: 15-501 NC, LLC

Address: 10 Short Rd., Pinehurst, NC 28374



8. **Shell Gas Station**

Physical Address: 915 Old US Hwy 1 (SW wall)  
Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted cinder block  
Phone: 692-4800 (Quality Mart Convenience Store)  
Owner: Quality Oil Co., LLC – Samuel Carubba  
Address: 15540 Silas Creek Pkwy., Winston-Salem, NC 27127



9. **Vape Air building**

Physical Address: 940 Old US Hwy 1 (NW wall facing Champions Car Wash)  
Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted cinder block  
Phone: 692-8273 (Vape Air)  
Owner: Southern Motor Parts Inc. – Albert Hammill  
Address: P.O. Box 1096, 208 W. Maple, Aberdeen, NC 28315



10. **Carolina DanceWorks building**

**\*\*\*Interested in participating\*\*\***

Physical Address: 716 SW Broad St. (SW wall with faded mural)  
Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Painted cinder block  
Phone 725-1846 (Carolina DanceWorks) | 692-5648 (Showboat Costumes)  
Owner: Mary & Jere McKeithen  
Address: 172 The Dirt Rd., Aberdeen, NC 28315 | Phone: 639-4316 (Mary)



11. **Pool Park**

Physical Address: 735 S. Stephens St. (NE wall on back of pool house)

Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Unpainted(?) stucco(?)

Owner: Town of Southern Pines | Phone: 910-692-7021



12. **Southern Pines Primary School Auditorium**

Physical Address: 1250 W. New York Ave. (NE wall of auditorium)

Size: \_\_\_ ft. wide and \_\_\_ ft. high. | Surface: Unpainted brick

Owner: Moore County Schools

Address: P.O. Box 1180, Carthage, NC 28327 | Phone: 947-2976 (MCS)



13. Kim Wade's building on Gaines St. (address TBD)



3<sup>rd</sup> DRAFT

# Southern Pines Mural Project

## Property Owner Request



SOUTHERN PINES  
North Carolina

To promote the charm, history and spirit of Southern Pines, the Town of Southern Pines and Arts Council of Moore County are inviting artists to submit proposals for murals planned throughout the town. The goal of this public art project is to further enhance Southern Pines as a destination and bring more attention and traffic into areas (outside the historic district) that can positively impact the success of all businesses.

The project will be managed by the Southern Pines Mural Committee, consisting of representatives from the Arts Council, Southern Pines Appearance Commission, Southern Pines Business Association, West Southern Pines Civic Club, and participating Southern Pines property owners. This project will also seek guidance and support from the Southern Pines Town Council, North Carolina Arts Council, and mural experts.

**A property you own in Southern Pines has been identified as a possible mural location. We hope you will consider participating in this project. To answer questions you may have, below is some information on the project, along with requests of the property owner and guidelines for the mural artist:**

### Responsibilities of Property Owner:

- Offer ideas and/or themes to help the artist use for their mural proposal(s)
- Help select the artist and approve the final mural design
- Contribute to the mural costs (suggested 1/3 to 1/2 of total project cost), and possibly provide in-kind donations of any of the following or similar:
  - Prepare the mural wall for repair and painting as necessary
  - Pay for materials budgeted to paint mural
  - Provide necessary scaffolding or motorized lift for painting
  - Install appropriate lighting for finished mural
  - Provide meals or other support for the painters
- Agree to an easement with the Town of Southern Pines to allow the selected artist to paint the approved mural within the project guidelines. An easement may offer you a tax benefit, but please consult your tax accountant.
- Provide cleaning and upkeep of the mural area once mural is completed
- Be aware that allowing a mural on your property does not exempt the building on which the mural is located from the Town's architectural standards if a renovation of the building exterior is undertaken in the future.

### Benefits to Property Owner:

- **Commerce** – Murals create a desired destination, resulting in increased foot traffic to businesses in areas where murals are located.
- **Tourism** – Murals increase tourism by making commercial retail areas more attractive to visitors, as well as local residents.
- **Creative Placemaking** – Murals strengthen a community's identification to place by promoting a sense of belonging, attachment, welcoming, and openness.
- **Public Safety** – Murals create a feeling that an area is cared for, which makes crimes of opportunity (vandalism, littering, drug use, robbery, etc.) less likely.

**Benefits to Property Owner (continued):**

- **Abatement** – Murals can deter graffiti, and generally require only minor maintenance when best practice methods (such as clear-coating) are used.
- **Sustainability/Resilience** – Murals add a sense of creativity to an area, which energizes underserved neighborhoods.
- **Visibility** – While the mural is being installed, the property location should see an increase in traffic by people curious about the mural's progress. Once completed, the mural will be heavily promoted via all forms of media, but especially via social media by those who visit the mural.
- **Public/Private Partnerships** – Murals can connect artists, businesses, developers, government agencies & cultural groups in future collaborative projects.

**Eligible Artists:** Professional artists (or artist teams) residing in North Carolina and are ages 18 or older are eligible to submit proposals. Other teams, such as groups containing children, may apply, provided an adult, professional artist executes the mural. Applicants will not be discriminated on the basis of any protected class or disability.

**Mural Guidelines:** Based on property owner's input, mural location, and artist's vision, a successful proposal should include the following:

- Artistic design & application must be of the highest level and be completely original by the submitting artist/artist team
- Concept must have universal/broad appeal to locals and visitors, which may be uplifting, inspiring, playful, colorful, thoughtful, or historical in nature.
- Should provide photographic and/or interactive opportunities to viewers
- Must be acceptable for public viewing by all ages
- Avoids overtly political or social statements and/or influences
- Must contain the hashtag #SouthernPinesNC and signed by the artist/artist team
- Feasible budget and adheres to mural project timeline

**Selection Process:** All proposals will be reviewed and approved by the property owners and the Mural Committee, which has full discretion to accept, decline or request changes. Selected proposals will be recommended for final approval by the Southern Pines Town Council.

**Timeline** (Subject to Change):

- September 20, 2021 by 5:00 PM.....Deadline for proposals
- October 1 – November 22, 2021 .....Proposals reviewed
- November 24, 2021 .....Selected mural artists announced to public
- April 9-22, 2022.....Murals installation time period

**Questions:** Please contact Chris Dunn at 910-692-ARTS (2787) or [acmc@mooreart.org](mailto:acmc@mooreart.org).

**NOTE:** The attached page contains the first property that has committed to participate in the mural project. Each mural location, up to five, will be included in the first round of murals.

# Southern Pines Mural Project

## Location #1: Harbour Place

**Address:** Southwest facing wall at 311 SE Broad Street, Southern Pines, NC

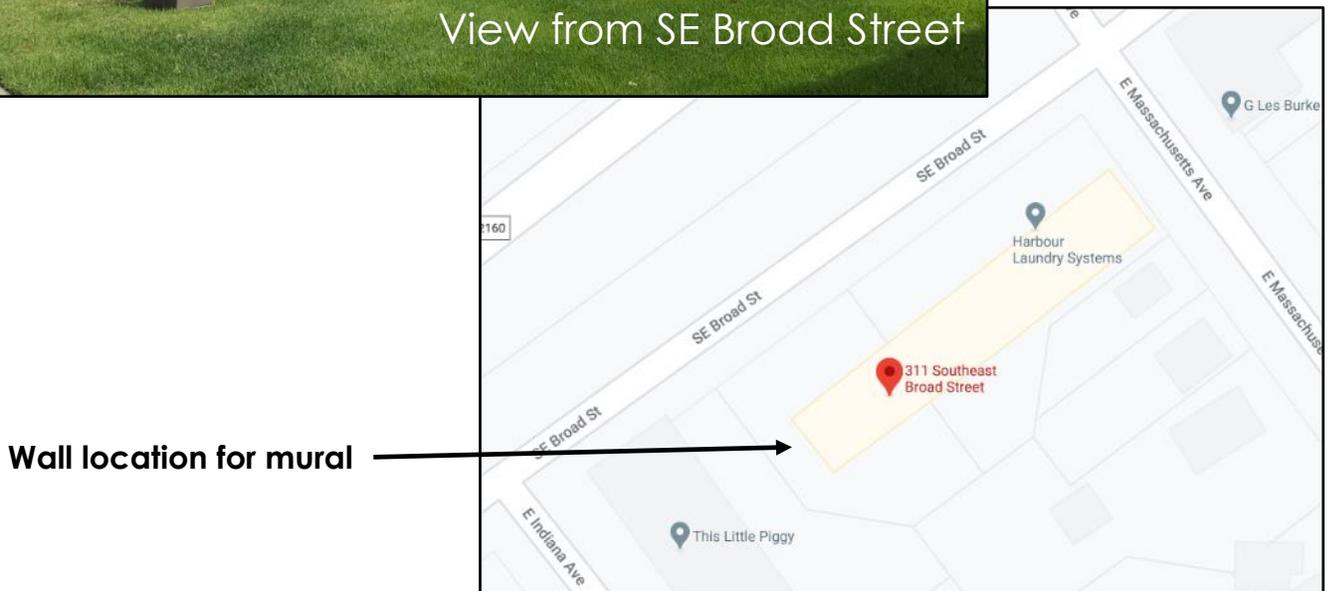
**Dimensions:** Approx. 40' x 24' (960 ft<sup>2</sup>) | **Current Surface:** Painted cinder block

**Mural Budget:** \$9,600

**Design Guidance/Theme:** Harbour Place is a plaza for parents/relatives/friends to find different shops and services for their children. On one end we have a small clinic that performs sonograms for expectant mothers, in the middle we have an upscale children's clothing shop, and on the other end is a center for autistic children. We are proud of our tenants and want to celebrate what it means to grow up in a charming, diverse small town. We also ask that it be interactive so families can come and have their photo taken to spread the word about the area and drive traffic to the area. We have a concept where a child/children is using a watering can to "water" the person standing in front of the mural, with a headline that says, "Southern Pines. A Great Place to Grow Up." But we are open to other ideas.



View from SE Broad Street



Wall location for mural

# Southern Pines Mural Project Request for Proposal (RFP)

To promote its charm, history and spirit, the Town of Southern Pines, North Carolina is inviting artists to submit proposals for one or more murals planned in various locations throughout the town. The goal of this public arts project is to use the arts to further enhance Southern Pines as a premiere Sandhills destination and bring more attention and foot traffic into the areas which can positively impact the success of all local businesses.

The project will be directed by the Southern Pines Mural Committee, which consists of representatives from the Arts Council of Moore County, Southern Pines Appearance Commission, Southern Pines Business Association, West Southern Pines Civic Club, and participating Southern Pines business owners. This project will also seek guidance and support from the Southern Pines Town Council and North Carolina Arts Council.

## **Community Profile:**

Southern Pines is a town named for its longleaf pine forest, a region of scenic beauty and among the most biologically diverse places on earth. Early settlers were mainly subsistence farmers whose principal industry was naval stores (turpentine, tar, pitch, & rosin). Today, we are best known for our world-class equestrian communities, championship golf, vibrant cultural scene with deep-rooted music, literary and visual arts traditions, and as a great place to grow a family. Our wide range of sports offerings, fine hotels, locally-owned shops, and thriving restaurants add up to a very special place, enjoyed by residents and visitors alike.

## **Eligibility:**

This RFP is an open call to professional artists (or artist teams) born in or residing in North Carolina, age 18 or older. Other teams, such as groups containing children, may apply, provided an adult, professional artist executes the mural. Applicants will not be discriminated on the basis of any protected class or disability.

## **Mural Guidelines:**

Based on the artist's vision, property owner's input, and mural location, a successful proposal should strive to include the following:

- Artistic design & application must be of the highest level and be completely original by the submitting artist/art team
- Concept must have universal/broad appeal to locals and visitors, which may be uplifting, inspiring, playful, colorful, thoughtful, or historical in nature. Be creative!
- Should provide photographic and/or interactive opportunities to viewers
- Must be acceptable for public viewing by all ages
- Avoids overtly political or social statements and/or influences
- Must contain the hashtag #SouthernPinesNC and signed by the artist/artist team
- Feasible budget and timeline

If you have any questions about your proposal fitting our guidelines, please contact us.

## Application Process:

To be considered, please submit all of the following items by 5:00 PM on September 20, 2021.

### Required items for **EACH** mural proposal (if you submitting for more than one mural):

1. Narrative or Letter of Interest addressing: A) Mural concept with description, materials & their durability; B) How your proposed mural fits within the architecture & the function of the space; C) How your concept responds to mural guidelines & property owner's input; D) Detailed wall preparation plan; E) Detailed mural protection & maintenance plan. (3 pages, maximum)
2. Scaled (1 inch = 1 foot) rendering of the mural in the media of your choice that must be suitable for framing. If awarded a contract, the scaled rendering will become the property of the Southern Pines Mural Project.
3. Itemized project budget to include artist fees, materials, installation costs (including equipment rentals, lighting, etc.), liability insurance, travel-related expenses, and any other costs. (1 page, maximum)
4. Timeline of project using the mural start and completed dates below. (1 page, maximum)
5. Plans for community engagement activities, if any. (1 page, maximum)

### Required items from each artist/art team:

1. Résumé with contact information (phone, email & mailing address). Applicant can be one artist or a team of collaborative artists (including children). If possible, include experience working on comparable mural projects of size and scope, and any experience working with government agencies, arts organizations, etc. (2 pages, maximum)
2. Examples of past work to include 5-10 digital images or links to examples. For each example, include title, date, size, budget, materials used, and location (if public art).
3. Contact information for 2-3 professional references. (1 page, maximum)

### All proposals must be submitted as a complete package in one of the following ways:

#### Mail:

Arts Council of Moore County  
Attn: Chris Dunn  
P.O. Box 405  
Southern Pines, NC 28388

#### Hand Delivery:

Arts Council of Moore County  
Attn: Chris Dunn  
482 E. Connecticut Avenue  
Southern Pines, NC

#### Email:

acmc@mooreart.org  
(Please include all materials in one PDF)

### Selection Process

All proposals will be reviewed by the property owners and the Mural Committee, which has full discretion to accept, decline or request changes. Selected proposals will then be recommended for approval by the Southern Pines Town Council, whose decision is final.

### Timeline (Subject to Change):

September 20, 2021 by 5:00 PM .....Deadline for proposals – If you would like to visit the mural location(s) in person before you submit a proposal, just contact Chris Dunn to schedule your visit.  
October 1 – November 22, 2021 .....Proposals reviewed by Mural Committee  
November 24, 2021 .....Selected mural artists announced to public  
April 9-22, 2022 .....Murals installation time period

**Questions:** Please contact Chris Dunn at 910-692-ARTS (2787) or acmc@mooreart.org.

## LOCATION #1: Harbour Place

**Address:** Southwest facing wall at 311 SE Broad Street, Southern Pines, NC

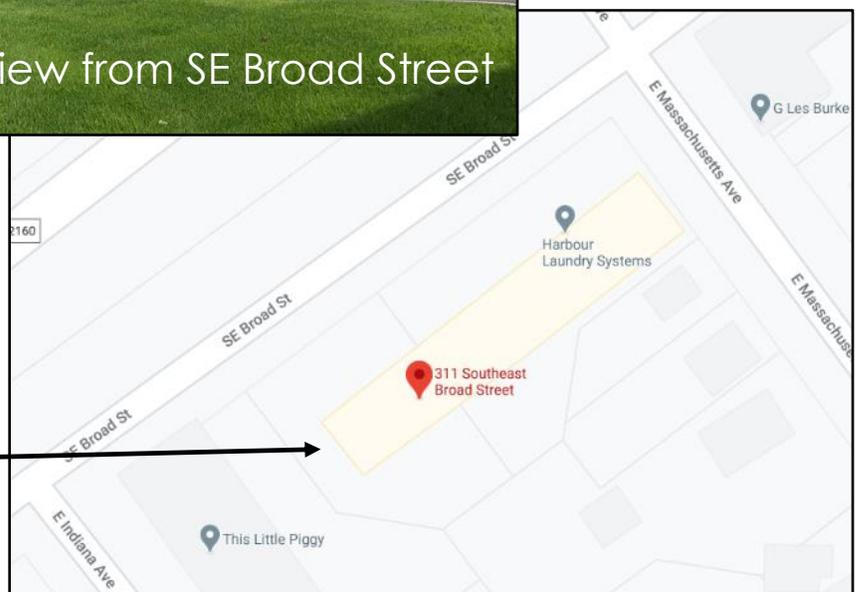
**Dimensions:** 40 ft. wide and 24 ft. high. (960 square feet)

**Surface:** The surface is currently painted cinder block.

**Design Guidance/Theme:** Harbour Place is a plaza for parents/relatives/friends to find different shops and services for their children. On one end we have a small clinic that performs sonograms for expectant mothers, in the middle we have an upscale children's clothing shop, and on the other end is a center for autistic children. We are proud of our tenants and want to celebrate what it means to grow up in a charming, diverse small town. We also ask that it be interactive so families can come and have their photo taken to spread the word about the area and drive traffic to the area. We have a concept where a child/children is using a watering can to "water" the person standing in front of the mural, with a headline that says, "Southern Pines. A Great Place to Grow Up." But we are open to other ideas.



View from SE Broad Street



Wall location for mural

# DRAFT 1

STATE of NORTH CAROLINA  
Town of Southern Pines

CONTRACT FOR  
COMMISSION OF ARTWORK

---

(Name & Address of Mural Project)

This Agreement is made and entered into by and between **Town of Southern Pines** located in Moore County, North Carolina, herein "Client" and \_\_\_\_\_, herein "Artist", for services hereafter described for the Client. This contract is for the implementation of an art program.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Client and Artist agree:

1. Duties of the Artist: The Artist agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Client: The Client shall pay for the Artist's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum:-Contract amount not to exceed \$\_\_\_\_\_.00 US. Payment shall be made according to Exhibit A.
4. Billing and Payment: The Artist shall submit an invoice to the Client for work performed under the terms of this Agreement. The Artist shall invoice and the Client pay the rates set forth Therein. Payment will be made by the Client upon receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Indemnification and Hold Harmless: The Artist agrees to indemnify and hold harmless the Client and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in the part by negligence or willful misconduct of the Artist except to the extent same are caused by the negligence or misconduct of the Client.
6. Insurance Provisions: The Client requires evidence of Artist's current valid insurance (if applicable) during the duration of named project and further requires that the Client and Town of Southern Pines be named as an additional insured. The required coverage limits are \$2,000,000 per occurrence for Comprehensive General Liability. Workers' Compensations coverage requirements per State Statute.
7. Non-Discrimination: The Artist shall administer all functions without discriminations because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity, or gender expansion.
8. Federal and State Legal Compliance: The Artist must be in full compliance with all federal and state laws, including those on immigration.
9. Amendment: The Agreement may be amended in writing by mutual agreement of the Client and Artist.
10. Interpretation: The Agreement shall be construed and enforced under the laws of North Carolina. In the event of any dispute between the parties, venue is properly laid in Moore County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action.

**STATE of NORTH CAROLINA  
Town of Southern Pines**

**CONTRACT FOR  
COMMISSION OF ARTWORK**

- 11. Preference: In the event that the terms of Exhibit A are not consistent with terms of this Contract, this Contract shall have preference; provided that where either Exhibit A or this Contract establish higher standards for performance by either parties, the higher standard wherever located shall apply.
- 12. Severability: The parties intend and agree that any provision of this contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
- 13. Assignment: The Agreement shall not be assigned without prior written consent of the parties.
- 14. Entire Agreement: This Agreement shall constitute the entire agreements of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Agreement.
- 15. Term: This Agreement, unless amended as provided herein, shall be in effect until \_\_\_\_\_.  
[NOTE: The date in the sample contract was 10 years after it was signed.]

This Contract is between Town of Southern Pines located in Moore County and \_\_\_\_\_ for commission of an artwork.

IN WITNESS WHEREOF, the patties hereunto cause this agreement to be executed in their respective names.

\_\_\_\_\_  
ARTIST SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST: Town Clerk

\_\_\_\_\_  
TOWN ATTORNEY

This contract has been pre-audited by the Town of Southern Pines

\_\_\_\_\_  
FINANCIAL SERVICES DIRECTOR

## Exhibit A

The provisions of this Exhibit A are hereby incorporated as a part of the Contract between the Town of Southern Pines, herein referred to as the "Client" and \_\_\_\_\_, herein referred to as the "Artist".

In cooperation with the Client and the Town of Southern Pines and under the terms and conditions stated in this agreement, the Artist shall paint a mural (herein referred to as the Artwork) on wall of \_\_\_\_\_ (building name and address), in accordance with the Agreement Specifics below.

### Agreement Specifics

1. **Process:** The commission for the Artwork will follow these steps:
  - A. The Artist will develop a final design for the Artwork, in consultation with the property owner and the Southern Pines Mural Committee.
  - B. The Southern Pines Mural Committee will review and approve the final design incorporating any required input from step A, then submit final design to the Southern Pines Town Council for review and approval.
  - C. Following acceptance of final design, the Artist will create the Artwork at the approved site and in accordance with the approved final design and within the mural project schedule.
  
2. **Compensation:**
  - A. In consideration of the services rendered by the Artist, the Artist will be paid the sum of \$\_\_\_\_\_.00 for completion of the mural, of which \$\_\_\_\_\_.00 (50%) shall be payable on the execution of this agreement by both parties.
  - B. The balance of the payment \$\_\_\_\_\_.00 (50%) shall be paid to the Artist upon completion of the mural.
  
3. **Title and Copyright:** Upon acceptance by the Client, title to the Artwork shall pass to the Client. The Artist shall retain all other rights in and to the Artwork except ownership and possession under the Copyright Act of 1976, 17 U.S.C. Sections 101 et seq., in view of the intention that the Artwork in its final dimension shall be unique and one of a kind, the Artist:
  - A. Agrees not to make any duplicate of the final Artwork nor permit others to do so except by written permission of the Client; however, the Artist may make slides or photographs for the sole purpose of demonstrating his artistic accomplishments without the written permission of the Client;
  - B. Agrees to give credit, reading substantially "an original work commissioned by The Client" for any public showing under the Artist's control; of reproductions of the Artwork; to affix this credit and to include the Client (and other contributors) logos to any graphic reproductions of the Artwork; and to require others to comply with the terms of this clause; and
  - C. Grant the Client a nonexclusive, irrevocable license to graphically reproduce the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, media publicity, brochures, catalogues and other such similar publications. All reproductions by the Client shall contain a credit line to the Artist and a copyright notice substantially in the following form: Title, Artist name, date of completion, location, sponsored by the Client (and other contributors.)

## Exhibit A - Continued

- 4. Artist's Rights and Client Ownership Rights:** The Artwork will remain property of the Client which intends that the Artwork and other documentation created during the contract period remain as part of the Client's public art collection. The Client and the Artist intend the Artwork remain on display at the site as originally created by the Artist for a period of at least ten years. The Client and Artist recognize that the Artist has made an agreement with the property and business owners to maintain the Artwork in good condition and to repair in a timely manner any two-dimensional or superficial surface damage that occurs (Exhibit C).

The Client and the Artist recognize the property owner's prerogative to operate the property located at \_\_\_\_\_, and therefore the owner's right to remove or alter the Artwork at its sole judgment. If informed of an intention to alter the Artwork prior to 20\_\_ (10<sup>th</sup> year after contract signing date), the Client and Artist shall make reasonable and coordinated efforts to minimize alteration of the Artwork, if possible.

**Exhibit B**

**MATERIALS AND INSTALLATION SPECIFICATIONS DOCUMENT**

(To be completed 15 days after signed contract)

\_\_\_\_\_ (Name & Address of Mural Project)

Note: Please add attachments to provide comprehensive information for the following:

**I. Artist Information:**

- A. Name
- B. Date of Birth
- C. Place of Birth
- D. Address
- E. Phone
- F. Email
- G. Biography of artist - one paragraph

**II. Work of Art:**

- A. Title
- B. Media
- C. Dimensions
- D. Artist's Statement
- E. Date(s) artwork executed

**III. Fabrication Information:**

- A. Material(s) (Artwork)
- B. Material Finish
- C. Materials used in presentation of the artwork
- D. Fabricator (name, address, phone)
- E. Fabrication method (attach diagrams or drawings)

**IV. Installation:**

- A. Installation executed by (name, address, phone)
- B. Installation Method (attach diagram of substructure, footings)
- C. Date of Installation

**V. External Factors:**

- A. Describe physical positioning of the artwork
- B. Describe existing environmental factors which may affect the condition of the artwork
- C. If the work is site-specific, describe the relationship of the work to its site

**VI. Purchase Information:**

- A. Date of Completed Installation
- B. Purchase Price
- C. Estimated Value

**VII. Maintenance:**

- A. Short-term
- B. Long-term
- C. Note desired appearance of the artwork

\_\_\_\_\_  
ARTIST SIGNATURE

\_\_\_\_\_  
DATE

**Exhibit C**

Client  
Mural Art Project

Dear Town of Southern Pines:

This letter indicates that, we the property owners of the building at \_\_\_\_\_,  
do hereby grant permission to \_\_\_\_\_ (artist) to paint a full scale mural on the  
\_\_\_\_\_ side of the building façade that faces \_\_\_\_\_.

We, the property owners are furthermore absolved of any responsibility or liability in the event that  
\_\_\_\_\_ (artist), or anyone else associated with the project injures themselves in  
any way during the process of this painting. It is also understood that \_\_\_\_\_, (artist)  
is fully insured against the event of injury, theft, loss or damages during the process of the mural  
painting.

Warranty: Artist agrees to “fix” any damages that occur to the mural within \_\_\_\_\_ (# of years) of its  
completion. Damages are limited to: small amounts of graffiti, significant fading, peeling and small  
external damage (ex. Surface scratched by automobile or other vehicle). Damages will be assessed at  
time of occurrence. If repair cost, including labor and materials, is determined to exceed \$250.00, artist  
reserves the right to be compensated for completion of repairs. If repairs to the mural occur in excess of  
two times, warranty is voided.

In the event that the property is sold or a new business is established, this agreement shall bind the new  
property owner or new business for a period of no less than what the agreement states – ten (10) years  
upon completion of said mural.

\_\_\_\_\_  
ADDRESS OF PROPERTY

\_\_\_\_\_  
PROPERTY OWNER OR REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ARTIST SIGNATURE

\_\_\_\_\_  
DATE

**Prepared by & return to:**

Town of Southern Pines Attorney  
125 SE Broad St  
Southern Pines, NC 28387O. Box 3729  
Sanford, NC 27331-3729

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

PERMANENT EASEMENT,  
LICENSE, RIGHT OF ENTRY, AND  
ENCROACHMENT AGREEMENT

THIS AGREEMENT AND DEED OF EASEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_, (hereinafter called "Grantor"), and the Town of Southern Pines, a North Carolina Municipal Corporation located in Moore County, 125 SE Broad St., Southern Pines, NC 28387 (hereinafter called "Grantee").

WITNESSETH:

THAT WHEREAS, Grantor is the owner of land situated in the Town of Southern Pines, at \_\_\_\_\_ Southern Pines, Moore County, North Carolina, having PIN# \_\_\_\_\_, which is described in a certain deed recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Moore County Registry ("Grantor's Property"); and

THAT WHEREAS, Grantee desires to paint a public art mural on a building located on the property of Grantor and to provide Grantee and the public a right of access, ingress, egress, and regress at all times to access said mural; and

WHEREAS, Grantor has agreed to allow the installation of said public art mural on the \_\_\_\_\_ wall of their building located on the property and to grant to the Grantee, its successors and assigns, a perpetual easement and right of access for maintenance, installation, repair, or replacement, of said public art mural and to grant a license to Grantee for the same.

NOW, THEREFORE, in consideration of the sum of one (\$1.00) dollar and other valuable consideration, in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby release Town of Southern Pines, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said public art

mural upon the property of Grantors; and Grantors hereby give, grant, sell, and convey unto Grantee, its successors and assigns, and the public, a Permanent Easement to the \_\_\_\_\_ wall (\_\_\_\_\_ feet long and \_\_\_\_\_ feet tall) and perpetual right of entry, access, ingress, egress, and regress, over and across the Grantor's property being the tract described in Deed Book \_\_\_\_\_ Page \_\_\_\_\_, situated in the Town of Southern Pines, Moore County, North Carolina.

Said Permanent Easement in perpetuity is for the installation and maintenance of a public art mural, and for all the purposes for which the Town is authorized by law to subject same. The Town and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises, a public art mural, together with the right at all times to enter said premises for the purpose of inspecting said mural and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said mural, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance of the same, with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Town, obstruct or materially impair the actual use of the easement area(s) by the public and the Town, its agents, assigns, and contractors.

TO HAVE AND TO HOLD said rights, easement, license, and encroachment for purposes hereby granted unto the Town, its successors and assigns, and the public, forever, and the Grantors, for themselves, their heirs, successors, executors, and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement, license, and encroachment; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the above limited liability company has caused this instrument to be executed in the appropriate company name by its duly authorized member/manager, and has adopted as its seal the word "SEAL" appearing beside its name, this instrument being executed and delivered on the date first above written.

By: \_\_\_\_\_ (SEAL)  
Property Owner or Representative

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid,  
certify that \_\_\_\_\_, personally appeared before me this  
day and acknowledged the due execution of the foregoing instrument in writing by him/herself for  
\_\_\_\_\_, for the uses and purposes therein set forth.

Witness my hand and official stamp or seal, this \_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

## Work Session Agenda Item

**To:** Reagan Parsons, Town Manager  
**From:** BJ Grieve, Planning Director  
**Subject:** Council Update on UDO Revisions per NCGS §160D  
**Date:** February 22<sup>nd</sup>, 2020

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### I. SUMMARY:

For many year in North Carolina, state laws related to land use and development regulations for counties and municipalities have been located in different chapters of statute. In 2019, the state adopted S.L. 2019-111 that reorganized most state laws related to land use and development regulations into one new chapter, Chapter 160D. During the process of reorganizing, many sections of statute were also revised based on contributions from a variety of groups. For example, definitions of key development terms and development decision types have been made clearer, the standards for what constitutes a conflict of interest have been broadened and clarified, types of zoning districts that are authorized to be used in North Carolina have been more clearly described, timelines for various types of development approvals have been more clearly established, and the types of performance guarantees that may be utilized and the rules for the contents of those agreements have been clarified.

The original effective date of changes to statute contained in Chapter 160D was June 19<sup>th</sup>, 2020 and local development regulations had to be updated to reflect changes in statute prior to January 1, 2021. However, due to COVID-19, stop-gap legislation was passed to delay the effective date of many portions of Chapter 160D to January 1, 2021 and to extend the deadline for local development regulations to be updated to reflect changes in statute to July 1, 2021.<sup>1</sup>

Town of Southern Pines staff have been working since the fall of last year to learn about and make the changes to the Unified Development Ordinance (UDO) that are necessary per the new Chapter 160D. Staff have developed a timeline for completion of the project by July 1, 2021:

- ~~Review UNC School of Government Chapter 160D Training Modules.~~  
(Completed.)
- ~~Attend UNC School of Government Chapter 160D Training Seminars.~~  
(Completed.)

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<sup>1</sup> Substantially more information regarding Chapter 160D -including Q&A documents, copies of applicable former and current statutes, legal analysis, training videos and project checklists- is available at the University of North Carolina School of Government's Chapter 160D Microsite:

<https://www.sog.unc.edu/resources/microsites/planning-and-development-regulation/ch-160d-2019>.

- ~~Collect all necessary documents and legal analysis to begin work on UDO revisions.~~ (Completed.)
- Prepare draft revisions to UDO (Underway, started December 29<sup>th</sup>, 2020).
- Draft completed to review with town management. (Week of March 15<sup>th</sup>.)
- Submit draft to School of Government (SOG) per Code Scan contract. (Friday, March 19<sup>th</sup> by 5:00 pm.)
- SOG reviews for 2 weeks. Participate in various meetings with SOG.
- Code Scan completed and comments/edits back from SOG. (Friday, April 2<sup>nd</sup> at 5:00 pm.)
- Revise draft UDO revisions based on SOG feedback. Discussion with management as necessary. (Week of April 5-9<sup>th</sup>.)
- Begin UDO text amendment process. (April 12<sup>th</sup> deadline for the May 20<sup>th</sup> Planning Board hearing.)
- Discussion at Planning Board Agenda Meeting. (May 13<sup>th</sup>.)
- Public Hearing at Planning Board Regular Meeting. (May 20<sup>th</sup>.)
- Discussion at Town Council Work Session. (May 24<sup>th</sup>.)
- Further discussion at Town Council Agenda Meeting. (June 2<sup>nd</sup>.)
- Public Hearing at Town Council Regular Meeting (June 8<sup>th</sup>.)
  - If approved, effective date July 1<sup>st</sup>.
- Forward revised UDO to Michael Lauer & Associates to revise UDO, format as necessary and post revised UDO online.
- Revised UDO effective July 1<sup>st</sup>.

The purpose of this agenda item is to review the timeline above with the Town Council and review and discuss some noteworthy provisions of Chapter 160D that are effective now.

## **II. TOWN COUNCIL ACTION:**

**No action is requested at this time.**

February 16, 2021

Ms. Hillary Sherman, Economic Development Representative  
Economic Development Administration  
401 West Peachtree Street NW, Suite 1820  
Atlanta, GA 30308

Dear Ms. Sherman,

\_\_\_\_\_ (*Town or organization name*) supports the Town of Carthage and Moore County Partners in Progress' EDA Public Works Grant application for their joint project to establish an Entrepreneurship Hub in northern Moore County, NC. Following the successful completion of Partners in Progress (PIP) and Moore County's "Entrepreneurial Ecosystem Assessment & Entrepreneurial Incubator Hub Feasibility Study to Support Disaster Recovery, Economic Resiliency, and Diversification" (EDA Award #04-69-07427), this application for a construction grant is the next phase of the project.

There are numerous challenges to successful economic development in rural northern Moore County which encompasses the communities of Carthage and Robbins. Because the northern half of the county lacks the economic catalysts and infrastructure that are abundant in the southern end, new business and industry recruitment is greatly impeded. Nevertheless, both Carthage and Robbins have their own unique assets and are well-suited for economic growth.

We believe a major opportunity for changing the economic future of northern Moore County is through the creation of new businesses and that the right approach is establishing the Entrepreneurship Hub. Operating within Moore County's growing culture of entrepreneurship and existing support ecosystem, the Entrepreneurship Hub can be the nexus that connects entrepreneurs to resources and to each other, and links the economic engine of entrepreneurship to the distressed areas of Moore County. Generating economic opportunities organically from within these communities will promote economic resiliency, diversity and revitalization.

The Hub will not only be available to those talented entrepreneurs located in northern Moore, but it can also attract talent from southern Moore, particularly military, and thus plant the seed for these entrepreneurs to possibly locate their businesses in northern Moore. The Hub has tremendous potential to create more synergy between the two ends of the county.

Carthage and PIP's successful launch of this Hub in downtown Carthage, a central location easily accessible countywide, will promote entrepreneurial development and create new businesses which will lead to the creation of new jobs, new tax base, and stimulate additional economic opportunities. \_\_\_\_\_ (*Town or organization name*) enthusiastically supports this Entrepreneurship Hub project and we look forward to what this could mean not just for northern Moore, but for all of Moore County.

Sincerely,