



AGENDA

Monday, August 23, 2021: 3:00 PM

Town Council Work Session

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

1. CALL TO ORDER

2. TOWN MANAGER'S COMMENTS

3. PUBLIC HEARING: AX 03-21: Voluntary Annexation Petition for 260 Saunders Blvd.

Robert and Tracy Currie have petitioned the Town for a voluntary annexation of a contiguous \pm .459-acre parcel, located at 260 Saunders Blvd.

4. ACTION ITEM: AX-05-21: Voluntary Annexation Petition for 200 & 300 Pavilion Way

Pinehurst Medical Group, LLC and Pinehurst Surgical Clinic Realty, LLC have petitioned the Town for a voluntary annexation of two contiguous parcels, totaling \pm 19.78 acres. The parcels are on Pavilion Way between W. Morganton Rd. and S. Carlisle St. State law requires that Council direct the Town Clerk to investigate the sufficiency of the petition before proceeding further.

5. COUNCIL UPDATES AND DISCUSSION

a. Paddock Lane: Speed Reduction Petition

The Town has received a petition from 25 residents of Paddock Lane requesting a reduction of the speed limit from 35 MPH to 25 MPH.

b. Potential Negotiations with Moore County Board of Education

Mayor Haney has requested that the School Board consider negotiations that would allow the Town to acquire the Blanchie Carter Park, part of the campus for the former Southern Pines Primary School.

c. Library Surplus Books and Materials

Staff recommends that Council grant ongoing authority to the Library Director and Purchasing Agent to surplus books and other circulating materials that are no longer usable by the Town.

d. NCDOT Agreement for Relocation of Main Water Transmission Line

NCDOT has plans to improve the US-1 corridor between Southern Pines and Aberdeen. This project will require the relocation of an existing 18-inch transmission water line owned by the Town to the right-of-way of North Poplar Street in Aberdeen. NCDOT has prepared a draft three-party

agreement to execute with Southern Pines and Aberdeen.

e. Aberdeen Bulk Water

The Town of Aberdeen has requested to purchase bulk water from the Town of Southern Pines in order to serve a new development off SW Broad Street.

6. ADJOURNMENT

Agenda Item

To: Reagan Parsons, Town Manager

From: Cindy Williams, Planning Technician

Subject: **AX-03-21: Public Hearing for a Request for Voluntary Annexation of Property Contiguous to the Corporate Limits of the Town of Southern Pines; ±.459 Acres; Petitioners: Robert Currie and Tracy Currie**

Date: August 23, 2021

I. SUMMARY OF APPLICATION REQUEST:

Robert Currie and Tracy Currie are requesting voluntary annexation of a contiguous parcel that is currently outside of the corporate limits of the Town of Southern Pines. The subject parcel is identified PIN 857116830984 (PARID 00052214). Per the Moore County tax records, the property owners are listed as Robert Allen Currie and Tracy Wyatte Currie.

II. PRIOR TOWN COUNCIL ACTION:

During the June 28, 2021 Town Council work session, the Town Council approved a *Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31*.

During the July 13, 2021 Town Council Regular Meeting, the Town Council approved a *Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31, As Amended*.

During the August 10, 2021 Town Council meeting, the public hearing was re-scheduled to August 23, 2021 because an error was discovered in the public notification process.

III. PROJECT INFORMATION:

A. Physical Addresses:

260 Saunders Boulevard
Southern Pines, NC 28387

B. Property Owners/Applicants:

Robert Currie & Tracy Currie
260 Saunders Boulevard
Southern Pines, NC 28387

C. Property Identification Number (PIN) & Parcel Identification:

PIN: 857116830984; PARID: 00052214

D. Size of Property:

Total Current Acreage: ±.459 acres

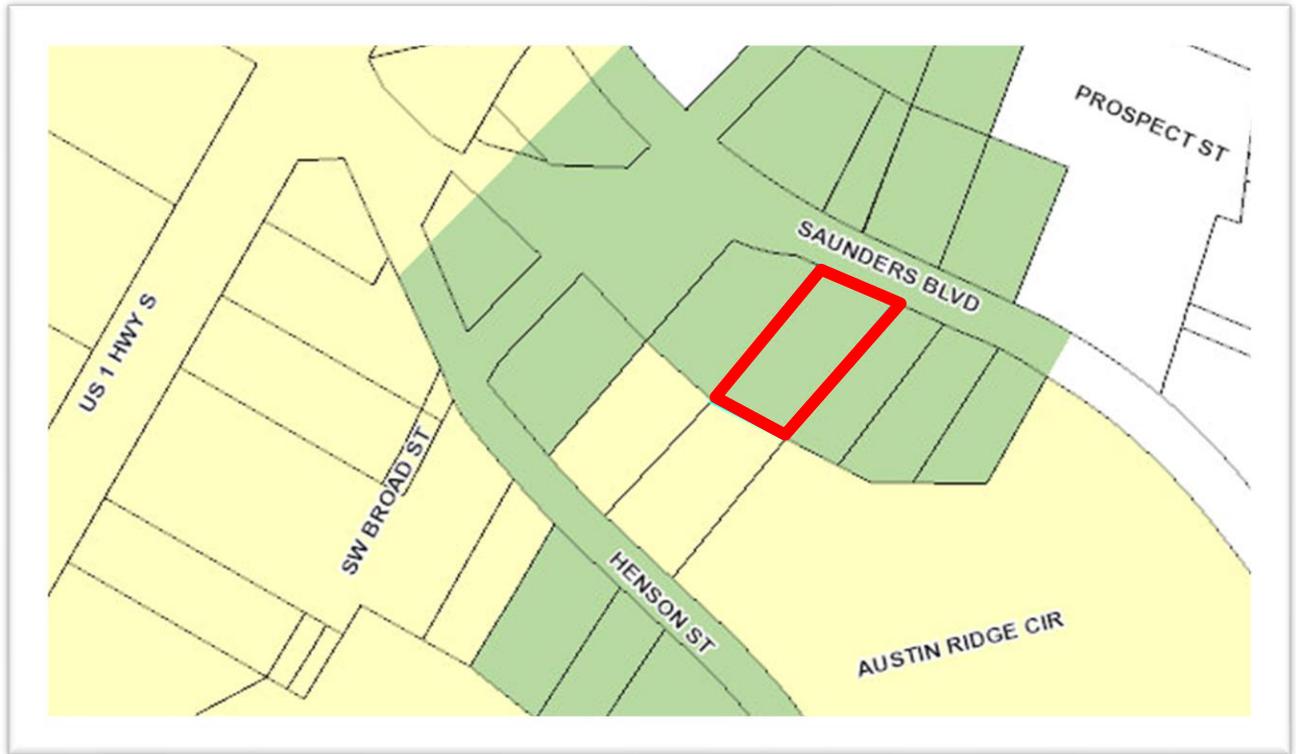
IV. STAFF COMMENTS:

- The applicants have 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 property to the South is within the corporate limits of the Town of Southern Pines (see Figure 1).
- The subject property is presently zoned RS-1 (Residential Single-Family) and the adjacent properties to the northwest and southeast are also presently zoned RS-1. The property adjoining to the southwest is zoned RM-2.
- At the June 28, 2021 Town Council work session, the Deputy Town Clerk was directed to investigate the petition for voluntary annexation received under NCGS §160A-31.
- At the July 13, 2021 Town Council Regular meeting, the Deputy Town Clerk provided a certificate of sufficiency of the petition for annexation, and the Town Council approved a resolution setting a date of August 10, 2021 for a public hearing on the petition for annexation.
- At the August 10, 2021 Town Council meeting, the public hearing was re-scheduled to August 23, 2021 because an error was discovered in the public notification process.
- The purpose of this agenda item is to hold a public hearing to consider 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)

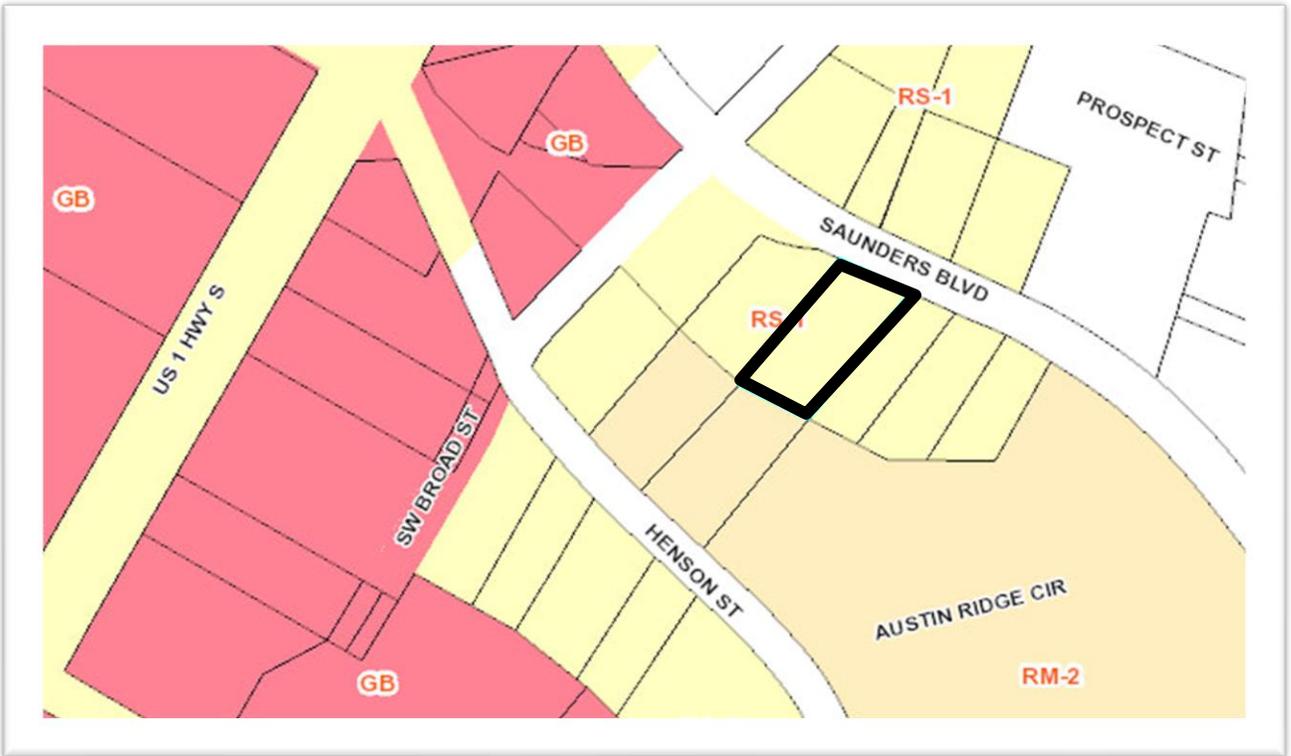
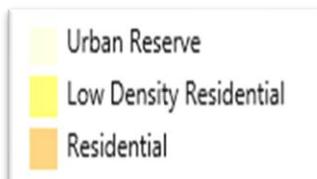


Figure 3: CLRP Future Land Use Map (Area to be Annexed Outlined in Blue)



V. ATTACHMENTS:

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

VI. 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 the Voluntary Annexation request in application AX-03-21 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 the Voluntary Annexation in application AX-03-21 for the property as defined in the submitted metes and bounds description.

Metes & Bounds Description of Property Petitioning for Annexation:

Being Lot No. 12, Block H, according to a map of Pine Ridge, Southern Pines, N.C., recorded in Book of Maps 2A, page 59, Moore County Registry, and BEGINNING at a point in the southwestern line of Magnolia Drive, said point being the southeast corner of Lot No. 13; runs thence along the common dividing line of Lots 12, 13, 2 and 3; thence along the common dividing line between Lots 3 and 12, 100 feet; thence along the common dividing line between Lots 11 and 12, 210 feet in a northeasterly direction to a point in the southwestern boundary of Magnolia Drive; thence in a northwestern direction along said boundary 100 feet to the point of beginning.

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

_____ May 24 _____, 2021 _____

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

Tracy Currie DocuSigned by:
Tracy Currie
E88D8F89A8F3488
5/25/2021 | 12:29 PM EDT

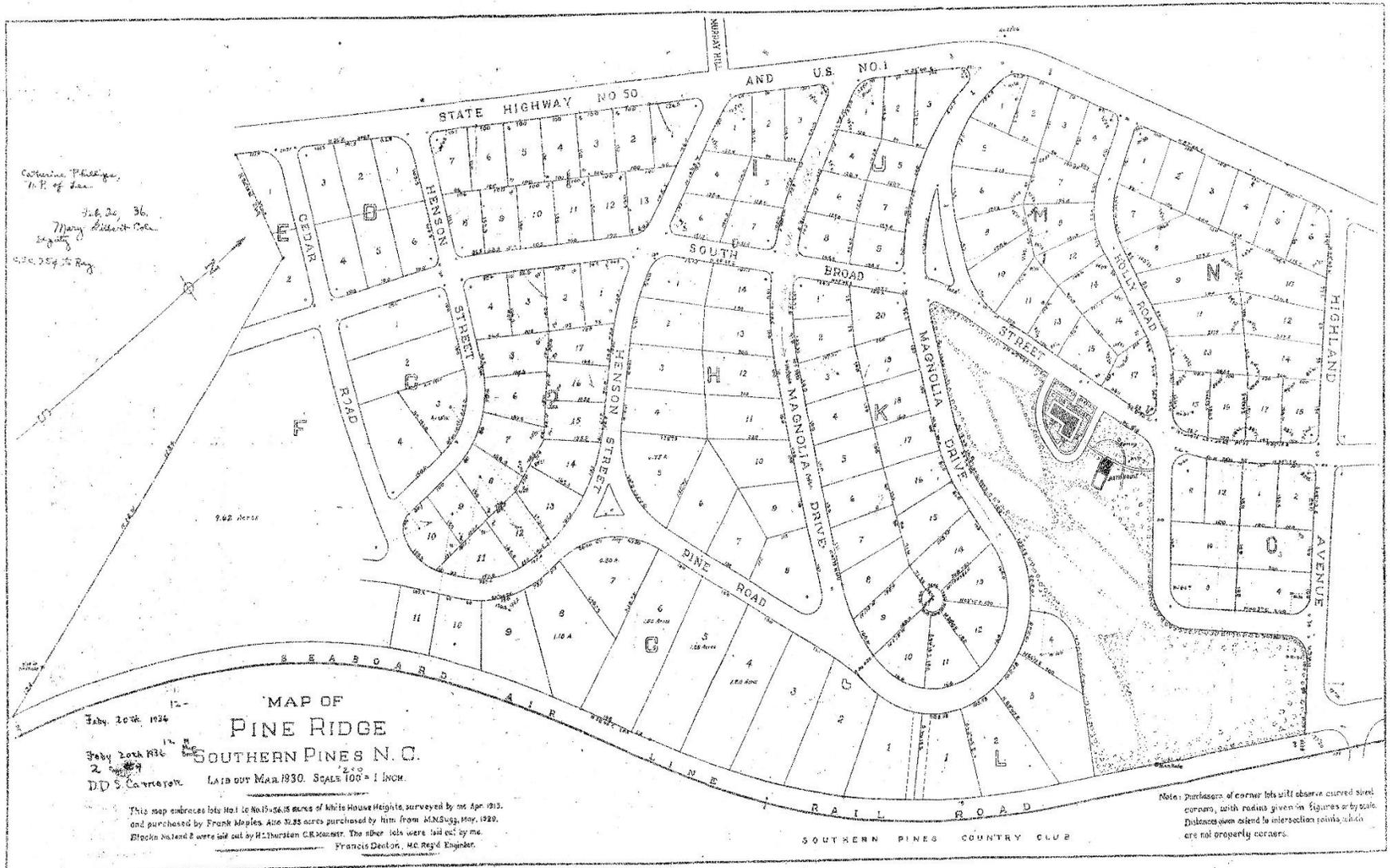
Address of Owner

92 Gibbs Road, Hendersonville, NC 28792

Robert Currie DocuSigned by:
Robert Currie
78049884D8624C8
5/25/2021 | 12:44 PM PDT

5518 Cyrus Lee Lane, Monroe, NC 28110

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.



RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31
AX-05-21

WHEREAS, a petition requesting annexation of an area described in said petition was received on August 3, 2021 by the Town Council of the Town of Southern Pines; and

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

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

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

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of her investigation.

ATTEST:

TOWN OF SOUTHERN PINES

Elizabeth Robertson, Deputy Town Clerk

Carol R. Haney, Mayor

Agenda Item

To: Reagan Parsons, Town Manager

From: Cindy Williams, Planning Technician

Subject: **AX-05-21: Investigate the Sufficiency of a Request for Voluntary Annexation of Property Contiguous to the Corporate Limits of the Town of Southern Pines; 19.78 Acres; Petitioners: Eric Frizzell and Charles Gregg**

Date: August 23, 2021

I. SUMMARY OF APPLICATION REQUEST:

Eric Frizzell and Charles Gregg are requesting voluntary annexation of two contiguous parcels that are currently outside of the corporate limits of the Town of Southern Pines. Per the Moore County tax records, the subject parcel identified as PIN 857100590157 (PARID 20200203) is owned by and Pinehurst Medical Group LLC and the subject parcel identified as PIN 857100597408 (PARID 20190272) is owned by Pinehurst Surgical Clinic Realty LLC.

II. PROJECT INFORMATION:

A. Physical Addresses:

200 Pavilion Way
Southern Pines, NC 28387

300 Pavilion Way
Southern Pines, NC 28387

B. Property Owners/Applicants:

Pinehurst Medical Group, LLC/Erick Frizzell
200 Pavilion Way
Southern Pines, NC 28387

Pinehurst Surgical Clinic Realty LLC/Charles Gregg
300 Pavilion Way
Southern Pines, NC 28387

C. Property Identification & Parcel Identification Numbers:

PIN 857100590157 (PARID 20200203)
PIN 857100597408 (PARID 20190272)

D. Size of Properties:

Total current combined acreage: 19.78 acres

III. STAFF COMMENTS:

- The applicants have submitted annexation petitions accompanied by a map and a written metes and bounds description of each of the subject properties.
- The requests are voluntary requests for contiguous annexation as the adjacent properties are within the corporate limits of the Town of Southern Pines (see Figure 1).
- The subject properties are presently zoned PD (Planned Development) and the adjacent properties are presently zoned PD and FRR (Facilities, Resource & Recreation).
- The purpose of this agenda item is for the Town Council to first take action at the Work Session to direct the Town Clerk to investigate the sufficiency of the petitions for annexation. Then, following investigation, if the Town Clerk certifies the sufficiency of the petitions, a Resolution to fix a date for a public hearing will be before the Town Council at the September 8, 2021 Agenda Meeting pursuant to N.C.G.S. §160A-31(c).
- **Comprehensive Long Range Plan Analysis:**
 - The subject properties are identified as “Traditional Mixed Use” on the Comprehensive Long Range Plan (CLRP) Future Land Use Map (see Figure 3). Per the CLRP 2015-2016 update:

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

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



 Town of Southern Pines Corporate Limits

 Town of Southern Pines ETJ

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

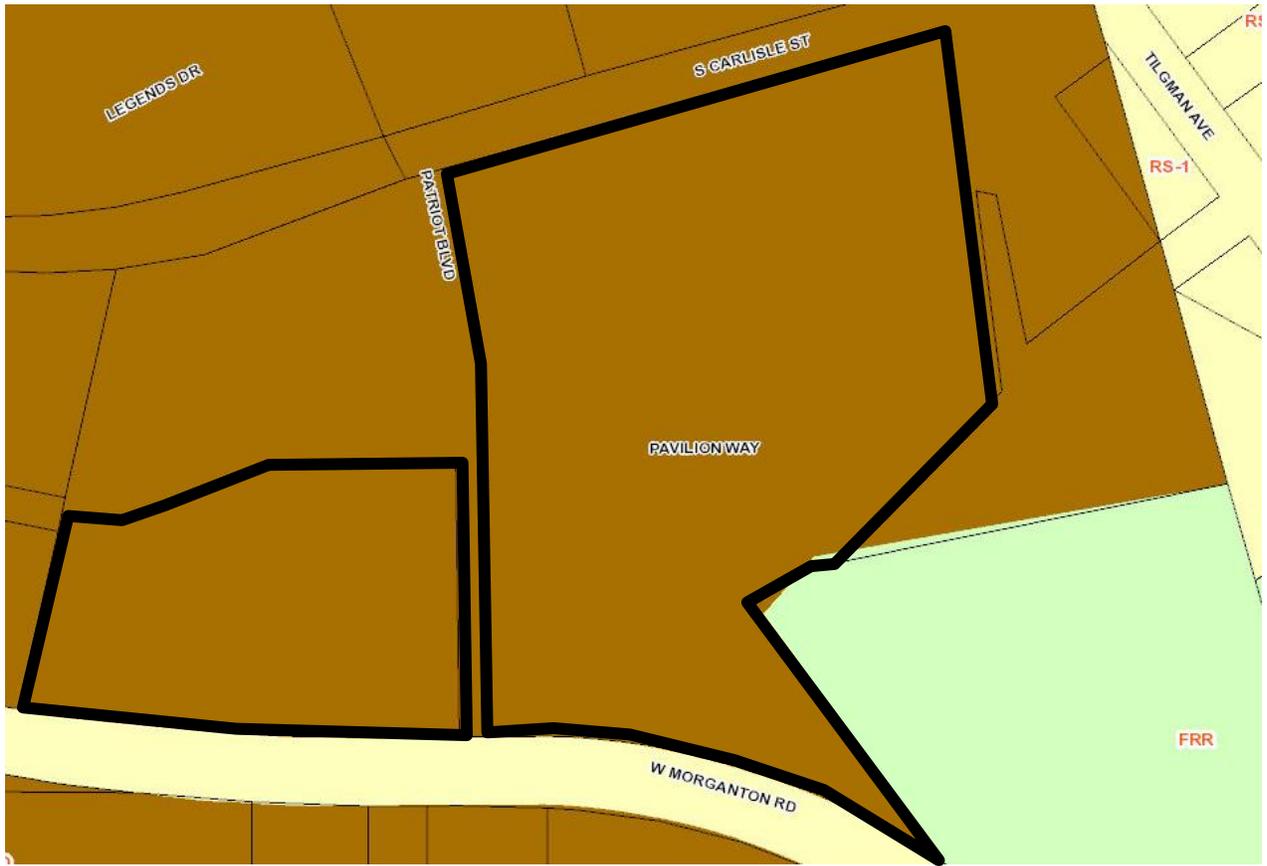
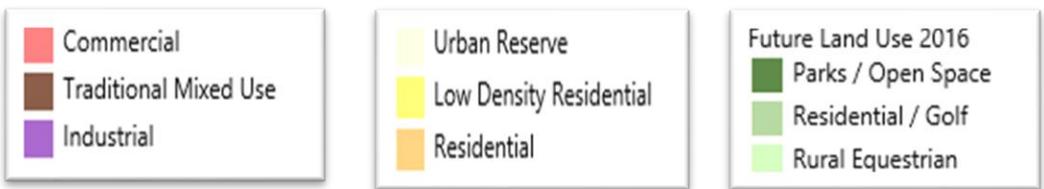
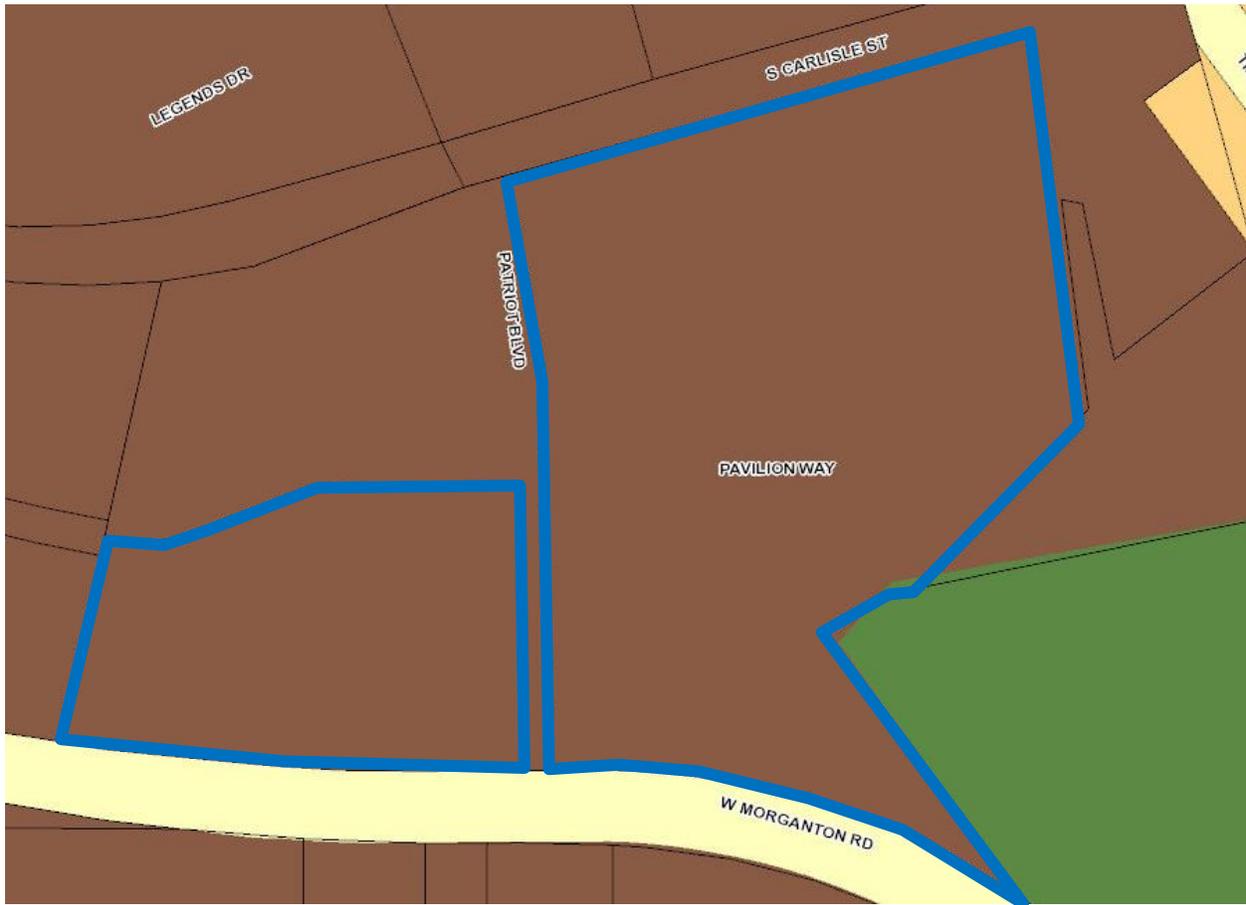


Figure 3: CLRP Future Land Use Map (Area to be Annexed Outlined in Blue)



IV. ATTACHMENTS:

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

V. TOWN COUNCIL ACTION:

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

- 1) I move to adopt a Resolution directing the Town Clerk to investigate petitions received for the voluntary annexation of properties as defined in the submitted written metes and bounds descriptions under application AX-05-21.

-or-

- 2) I move to not adopt a Resolution directing the Town Clerk to investigate a petitions received for the voluntary annexation of properties as defined in the submitted written metes and bounds descriptions under application AX-05-21.

Lot 3A
Pinehurst Medical Group, LLC

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

June 30, 2021

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

Eric Farrell


Address of Owner

200 Pavilion Way
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.

Lot 4
Pinehurst Medical Clinic Realty, LLC

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

August 2, 2021

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

 Charles
Gregg

Address of Owner

300 Pavilion Way, 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.

Metes & Bounds Description of Properties Petitioning for Annexation:

LOT 3A
PINEHURST MEDICAL GROUP, LLC

BEING LOCATED ON A PORTION OF THE PINEHURST MEDICAL GROUP, LLC TRACT (PID-20200203) LOT 3A DESCRIBED IN DEED BOOK 5297 PAGE 202 IN THE MOORE COUNTY REGISTRY, MCNEILL TOWNSHIP, SOUTHERN PINES; BOUNDED ON THE NORTH & EAST BY THE MORGANTON PARK REALTY, LLC, THE SOUTH BY MORGANTON ROAD, ON THE WEST BY PAVILION AT MORGANTON PARK, LLC AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET IN MORGANTON ROAD NORTHERN RIGHT-OF-WAY (100'), SAID IRON ROD ALSO BEING THE SOUTHEAST CORNER OF THE PAVILION AT MORGANTON PARK, LLC LOT 1 DESCRIBED IN DEED BOOK 4448 PAGE 206 AND SHOWN ON PLAT CABINET 16 SLIDE 458 IN THE MOORE COUNTY REGISTRY ; THENCE N 12°34'40" E A DISTANCE OF 270.18'; AN EXISTING IRON ROD, SAID IRON ROD BEING THE NORTHEAST CORNER OF THE PAVILION AT MORGANTON PARK, LLC LOT 1; THENCE N 12°34'40" E A DISTANCE OF 25.01 TO AN EXISTING IRON ROD; THENCE A CURVE TO THE LEFT HAVING A RADIUS OF 230.00' A CHORD BEARING OF N 85°12'49" E A CHORD DISTANCE OF 137.28' TO AN EXISTING IRON ROD; THENCE N 67°50'57" E A DISTANCE OF 118.83' TO AN EXISTING IRON ROD; THENCE A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00' A CHORD BEARING OF N 78°32'26" E A CHORD DISTANCE OF 85.34' TO AN EXISTING IRON ROD; THENCE N 89°13'55" E A DISTANCE OF 242.28' TO AN EXISTING IRON ROD; THENCE S 00°46'05" E A DISTANCE OF 406.77' TO AN EXISTING IRON ROD IN THE MORGANTON ROAD NORTHERN RIGHT-OF-WAY; THENCE WITH THE MORGANTON ROAD NORTHERN RIGHT-OF-WAY THE FOLLOWING CALLS N 89°39'43" W A DISTANCE OF 87.55' TO A CALCULATED POINT; THENCE N 89°03'27" W A DISTANCE OF 112.41' TO A CALCULATED POINT; THENCE N 87°27'10" W A DISTANCE OF 108.02' TO AN EXISTING IRON ROD; THENCE N 85°44'17" W A DISTANCE OF 112.32' TO A CALCULATED POINT; THENCE N 84°00'26" W A DISTANCE OF 108.22' TO A CALCULATED POINT; THENCE N 82°27'33" W A DISTANCE OF 111.62' TO A CALCULATED POINT; THENCE N 80°47'15" W A DISTANCE OF 4.40' TO THE POINT OF BEGINNING, HAVING AN AREA OF 5.08 ACRES.

LOT 4
PINEHURST SURGICAL CLINIC REALTY, LLC

BEING ALL OF THE PINEHURST SURGICAL CLINIC REALTY, LLC TRACT (PID-20190272) LOT 4 DESCRIBED IN DEED BOOK 5210 PAGE 301 IN THE MOORE COUNTY REGISTRY, MCNEILL TOWNSHIP, SOUTHERN PINES; BOUNDED ON THE NORTH SOUTH CARLISLE STREET, THE EAST THE ROBERT W. & JULIE M. VAN CAMP & THOMAS M. VAN CAMP TRACTS, THE TOWN OF SOUTHERN PINES TRACT; ON THE SOUTH BY MORGANTON ROAD; ON THE EAST BY THE MORGANTON PARK REALTY, LLC TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A .5" EXISTING IRON ROD IN THE SOUTH CARLISLE STREET SOUTHERN RIGHT-OF-WAY (80' ROW), SAID IRON ROD ALSO BEING THE NORTHEAST CORNER OF THE MORGANTON PARK REALTY, LLC TRACT DESCRIBED IN DEED BOOK 5210 PAGE 279 IN THE MOORE COUNTY REGISTRY ; THENCE WITH THE SOUTH CARLISLE STREET SOUTHERN RIGHT-OF-WAY THE FOLLOWING CALLS; N 74°24'56" E A DISTANCE OF 232.92' TO A .5" EXISTING IRON ROD; THENCE N 74°34'32" E A DISTANCE OF 508.87' TO A .5" EXISTING IRON ROD; THENCE A CURVE TO THE LEFT HAVING A RADIUS OF 580.00' A CHORD BEARING OF N 72°26'38" E A CHORD DISTANCE OF 41.05' TO A .5" EXISTING IRON ROD, SAID IRON ROD BEING THE NORTHWEST CORNER OF THE ROBERT W. & JULIE M. VAN CAMP, TRUSTEES AND THOMAS M. VAN CAMP, TRUSTEE TRACT DESCRIBED IN DEED BOOK 4504 PAGE 322 IN THE MOORE COUNTY REGISTRY;

THENCE WITH THE VAN CAMP TRACT THE FOLLOWING CALLS S 07°21'57" E A DISTANCE OF 548.71' TO A .5" EXISTING IRON ROD; THENCE S 44°53'28" W A DISTANCE OF 325.80' TO A .5" EXISTING IRON ROD, SAID IRON ROD BEING IN THE NORTHERN LINE OF THE TOWN OF SOUTHERN PINES TRACT DESCRIBED IN DEED BOOK 143 PAGE 303 IN THE MOORE COUNTY REGISTRY; THENCE WITH THE TOWN OF SOUTHERN PINES TRACT THE FOLLOWING CALLS; S 78°35'08" W A DISTANCE OF 13.41' TO AN EXISTING IRON ROD; THENCE S 78°35'08" W A DISTANCE OF 40.26' TO AN EXISTING CONCRETE MONUMENT; THENCE S 53°20'16" W A DISTANCE OF 92.38' TO AN EXISTING CONCRETE MONUMENT; THENCE S 36°19'36" E A DISTANCE OF 497.95' TO A .5" EXISTING IRON ROD IN THE MORGANTON ROAD NORTHERN RIGHT-OF-WAY (100' ROW); THENCE WITH THE MORGANTON ROAD NORTHERN RIGHT-OF-WAY THE FOLLOWING CALLS; A CURVE TO THE LEFT, HAVING A RADIUS OF 1638.77' A CHORD BEARING OF N 60°48'51" W A CHORD DISTANCE OF 202.69' TO A CALCULATED POINT; THENCE A CURVE TO THE LEFT HAVING A RADIUS OF 1136.13' A CHORD BEARING OF N 75°34'06" W A CHORD DISTANCE OF 397.05' TO A CALCULATED POINT; THENCE N 86°48'02" W A DISTANCE OF 118.37' TO A CALCULATED POINT; THENCE N 89°39'43" W A DISTANCE OF 18.60' TO A .5" EXISTING IRON ROD, SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE MORGANTON PARK REALTY, LLC TRACT; THENCE THE FOLLOWING CALLS WITH THE MORGANTON PARK REALTY, LLC TRACT; N 00°46'05" W A DISTANCE OF 462.18' TO A .5" EXISTING IRON ROD; THENCE A CURVE TO THE LEFT HAVING A RADIUS 1240.00' A CHORD BEARING OF N 07°49'19" W A DISTANCE OF 304.55' TO A .5" EXISTING IRON ROD; THENCE N 14°52'33" W A DISTANCE OF 65.47' TO THE POINT OF BEGINNING, HAVING AN AREA OF 14.70 ACRES.

L. JEFFREY L. OBER, CERTIFIED PLAT SURVEYOR, MEMBER OF THE NORTH CAROLINA SURVEYORS ASSOCIATION, MEMBER OF THE AMERICAN SURVEYING SOCIETY, MEMBER OF THE SOUTH CAROLINA SURVEYORS ASSOCIATION, MEMBER OF THE MISSISSIPPI SURVEYORS ASSOCIATION, MEMBER OF THE ALABAMA SURVEYORS ASSOCIATION, MEMBER OF THE ARIZONA SURVEYORS ASSOCIATION, MEMBER OF THE ARKANSAS SURVEYORS ASSOCIATION, MEMBER OF THE CALIFORNIA SURVEYORS ASSOCIATION, MEMBER OF THE COLORADO SURVEYORS ASSOCIATION, MEMBER OF THE CONNECTICUT SURVEYORS ASSOCIATION, MEMBER OF THE DELAWARE SURVEYORS ASSOCIATION, MEMBER OF THE FLORIDA SURVEYORS ASSOCIATION, MEMBER OF THE GEORGIA SURVEYORS ASSOCIATION, MEMBER OF THE ILLINOIS SURVEYORS ASSOCIATION, MEMBER OF THE INDIANA SURVEYORS ASSOCIATION, MEMBER OF THE IOWA SURVEYORS ASSOCIATION, MEMBER OF THE KANSAS SURVEYORS ASSOCIATION, MEMBER OF THE KENTUCKY SURVEYORS ASSOCIATION, MEMBER OF THE LOUISIANA SURVEYORS ASSOCIATION, MEMBER OF THE MARYLAND SURVEYORS ASSOCIATION, MEMBER OF THE MASSACHUSETTS SURVEYORS ASSOCIATION, MEMBER OF THE MICHIGAN SURVEYORS ASSOCIATION, MEMBER OF THE MINNESOTA SURVEYORS ASSOCIATION, MEMBER OF THE MISSOURI SURVEYORS ASSOCIATION, MEMBER OF THE MONTANA SURVEYORS ASSOCIATION, MEMBER OF THE NEBRASKA SURVEYORS ASSOCIATION, MEMBER OF THE NEVADA SURVEYORS ASSOCIATION, MEMBER OF THE NEW HAMPSHIRE SURVEYORS ASSOCIATION, MEMBER OF THE NEW JERSEY SURVEYORS ASSOCIATION, MEMBER OF THE NEW MEXICO SURVEYORS ASSOCIATION, MEMBER OF THE NEW YORK SURVEYORS ASSOCIATION, MEMBER OF THE NORTH CAROLINA SURVEYORS ASSOCIATION, MEMBER OF THE NORTH DAKOTA SURVEYORS ASSOCIATION, MEMBER OF THE OHIO SURVEYORS ASSOCIATION, MEMBER OF THE OKLAHOMA SURVEYORS ASSOCIATION, MEMBER OF THE OREGON SURVEYORS ASSOCIATION, MEMBER OF THE PENNSYLVANIA SURVEYORS ASSOCIATION, MEMBER OF THE RHODE ISLAND SURVEYORS ASSOCIATION, MEMBER OF THE SOUTH CAROLINA SURVEYORS ASSOCIATION, MEMBER OF THE SOUTH DAKOTA SURVEYORS ASSOCIATION, MEMBER OF THE TENNESSEE SURVEYORS ASSOCIATION, MEMBER OF THE TEXAS SURVEYORS ASSOCIATION, MEMBER OF THE UTAH SURVEYORS ASSOCIATION, MEMBER OF THE VERMONT SURVEYORS ASSOCIATION, MEMBER OF THE VIRGINIA SURVEYORS ASSOCIATION, MEMBER OF THE WASHINGTON SURVEYORS ASSOCIATION, MEMBER OF THE WEST VIRGINIA SURVEYORS ASSOCIATION, MEMBER OF THE WISCONSIN SURVEYORS ASSOCIATION, MEMBER OF THE WYOMING SURVEYORS ASSOCIATION.

State of North Carolina
 Review Office of those Counts
 NORTH CAROLINA CERTIFICATE OF TITLE TO BE ISSUED TO THE APPLICANT OR OTHER PARTY AS REQUIRED BY RECORDING
 Review Office: Debra Date: 9-19-2019

CERTIFICATE OF EXEMPTION
 I HEREBY CERTIFY THAT THIS PLAT IS EXEMPT FROM THE DEVELOPMENT ORDINANCE UNDER ORDINANCES OF EXEMPTION CONTAINED IN 2.18.2 IN THE TOWN OF SOUTHERN PINES LOCAL ORDINANCE CODE.
 (OUTLINE DIVISION OF LAND INTO PARCELS GREATER THAN 10 ACRES WHERE NO STREET RIGHT-OF-WAY DESIGNATION IS INVOLVED.)
 Review Office: Debra Date: 9-19-2019

THE TOWN MAP IS FILED IN BOOK 4504 PAGE 322 MOORE COUNTY REGISTRY
 PLAT CABINET 18 SLIDE 239



L. JEFFREY L. OBER, PROFESSIONAL LAND SURVEYOR, MEMBER OF THE NORTH CAROLINA SURVEYORS ASSOCIATION, MEMBER OF THE AMERICAN SURVEYING SOCIETY, MEMBER OF THE SOUTH CAROLINA SURVEYORS ASSOCIATION, MEMBER OF THE MISSISSIPPI SURVEYORS ASSOCIATION, MEMBER OF THE ALABAMA SURVEYORS ASSOCIATION, MEMBER OF THE ARIZONA SURVEYORS ASSOCIATION, MEMBER OF THE ARKANSAS SURVEYORS ASSOCIATION, MEMBER OF THE CALIFORNIA SURVEYORS ASSOCIATION, MEMBER OF THE COLORADO SURVEYORS ASSOCIATION, MEMBER OF THE CONNECTICUT SURVEYORS ASSOCIATION, MEMBER OF THE DELAWARE SURVEYORS ASSOCIATION, MEMBER OF THE FLORIDA SURVEYORS ASSOCIATION, MEMBER OF THE GEORGIA SURVEYORS ASSOCIATION, MEMBER OF THE ILLINOIS SURVEYORS ASSOCIATION, MEMBER OF THE INDIANA SURVEYORS ASSOCIATION, MEMBER OF THE IOWA SURVEYORS ASSOCIATION, MEMBER OF THE KANSAS SURVEYORS ASSOCIATION, MEMBER OF THE KENTUCKY SURVEYORS ASSOCIATION, MEMBER OF THE LOUISIANA SURVEYORS ASSOCIATION, MEMBER OF THE MARYLAND SURVEYORS ASSOCIATION, MEMBER OF THE MASSACHUSETTS SURVEYORS ASSOCIATION, MEMBER OF THE MICHIGAN SURVEYORS ASSOCIATION, MEMBER OF THE MINNESOTA SURVEYORS ASSOCIATION, MEMBER OF THE MISSOURI SURVEYORS ASSOCIATION, MEMBER OF THE MONTANA SURVEYORS ASSOCIATION, MEMBER OF THE NEBRASKA SURVEYORS ASSOCIATION, MEMBER OF THE NEVADA SURVEYORS ASSOCIATION, MEMBER OF THE NEW HAMPSHIRE SURVEYORS ASSOCIATION, MEMBER OF THE NEW JERSEY SURVEYORS ASSOCIATION, MEMBER OF THE NEW MEXICO SURVEYORS ASSOCIATION, MEMBER OF THE NEW YORK SURVEYORS ASSOCIATION, MEMBER OF THE NORTH CAROLINA SURVEYORS ASSOCIATION, MEMBER OF THE NORTH DAKOTA SURVEYORS ASSOCIATION, MEMBER OF THE OHIO SURVEYORS ASSOCIATION, MEMBER OF THE OKLAHOMA SURVEYORS ASSOCIATION, MEMBER OF THE OREGON SURVEYORS ASSOCIATION, MEMBER OF THE PENNSYLVANIA SURVEYORS ASSOCIATION, MEMBER OF THE RHODE ISLAND SURVEYORS ASSOCIATION, MEMBER OF THE SOUTH CAROLINA SURVEYORS ASSOCIATION, MEMBER OF THE SOUTH DAKOTA SURVEYORS ASSOCIATION, MEMBER OF THE TENNESSEE SURVEYORS ASSOCIATION, MEMBER OF THE TEXAS SURVEYORS ASSOCIATION, MEMBER OF THE UTAH SURVEYORS ASSOCIATION, MEMBER OF THE VERMONT SURVEYORS ASSOCIATION, MEMBER OF THE VIRGINIA SURVEYORS ASSOCIATION, MEMBER OF THE WASHINGTON SURVEYORS ASSOCIATION, MEMBER OF THE WEST VIRGINIA SURVEYORS ASSOCIATION, MEMBER OF THE WISCONSIN SURVEYORS ASSOCIATION, MEMBER OF THE WYOMING SURVEYORS ASSOCIATION.

TITLE REFERENCE
 PID 20150046
 PIN 82710334575
 DEED BOOK 4504 PAGE 322
 MOORE COUNTY REGISTRY
 PID 00031588
 PIN 82710525604
 DEED BOOK 4504 PAGE 322
 MOORE COUNTY REGISTRY

LINE	BEARING	DISTANCE
1	S 89° 24' 30" E	23.31
2	S 77° 47' 30" E	44.80
3	S 34° 31' 30" E	244.15
4	N 0° 00' 00" E	75.84
5	N 0° 00' 00" E	74.81
6	N 0° 00' 00" E	75.84
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LINE	BEARING	DISTANCE	AREA	PERIMETER
1	S 89° 24' 30" E	23.31	0.0000	23.31
2	S 77° 47' 30" E	44.80	0.0000	44.80
3	S 34° 31' 30" E	244.15	0.0000	244.15
4	N 0° 00' 00" E	75.84	0.0000	75.84
5	N 0° 00' 00" E	74.81	0.0000	74.81
6	N 0° 00' 00" E	75.84	0.0000	75.84
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**Petition to Lower the Speed Limit on Paddock Lane
in the Longleaf Community of Southern Pines**

- We the undersigned owners of residences on Paddock Lane and adjoining area within the Longleaf Golf & Family Club Community wish designate the speed limit on Paddock Lane at 25 miles per hour, a speed limit which reflects the same speed limit on other streets in the Longleaf neighborhood;
- Posted speed limit signs on Steeplechase Way, Hunter Trail, and Hunter Court, all in Longleaf, indicate a 25 mph speed limit;
- Posted speed limit signs within contingent neighbor communities of Talimore Golf Club and Pine Grove Village indicate a 25 mph speed limit;
- Residents on Paddock Lane recall a 25 mph sign on Paddock Lane which appears to have been removed for an unknown reason;
- As residents, we believe it is appropriate and fitting to designate this street as a 25 mph zone for the personal safety of the residents, for their pets, and for visiting families and friends;
- Therefore, we the undersigned request designation of Paddock Lane as a 25 mph zone for the safety and welfare of the residents.
- The undersigned residents of Paddock Lane and contingent properties in Southern Pines will be pleased to speak with our esteemed Mayor, Council, and Town Manager if more information is needed.

Address	Name	Phone	
24. 1.	Beth C. Hill	99 Paddock Ln	828-302-0440 Beth Hill
25. 2.	Thomas R. Hill	99 Paddock Ln.	(828) 302-0400 Thomas Hill
26. 3.			
27. 4.			
28. 5.			
29. 6.			
30. 7.			

8. Sherry S. Shaw 39 Paddock Ln (910) 692-4700
9. ~~Mad D. Hoover~~ 69 Paddock Ln 919 496 8645
10. Kelly M. Stewart 69 Paddock Lane 919-496-0586
11. WH Bevins 79 Paddock Ln 910-692-6042
12. Connie Bevins 79 Paddock Ln. 692-6042
13. Lisa Dodge-Warner 109 Paddock Ln. 684-8691
14. ~~By Con~~ Timothy Copeland 130 Paddock Ln
15. Billy R. Bruce 120 Paddock Ln 695-0531
16. J. Main Tassie 120 Paddock Ln 625-3812
910-315-8052
17. Ernie & Wes Harrison 110 Paddock Ln
18. Darlene L. Luppino 100 Paddock Lane
19. Hugh S. Merier 90 Paddock Lane
20. Angie Y. Merier 90 Paddock Ln.
21. ~~Debra~~ 80 Paddock Ln
22. Margaret Pleasants 5 Steeplechase Way
23. Ray Curlee 501 Cottage Lane

**Petition to Lower the Speed Limit on Paddock Lane
in the Longleaf Golf & Family Club Community of Southern Pines**

- We the undersigned owners of residences on Paddock Lane and adjoining area within the Longleaf Golf & Family Club Community wish to designate the speed limit on Paddock Lane at 25 miles per hour, a speed limit which reflects the same speed limit on other streets in the Longleaf neighborhood;
- Posted speed limit signs on Steeplechase Way, Hunter Trail, and Hunter Court, all in Longleaf, indicate a 25 mph speed limit;
- Posted speed limit signs within contingent neighbor communities of Talamore Golf Club and Pine Grove Village indicate a 25 mph speed limit;
- Residents on Paddock Lane recall a 25 mph sign on Paddock Lane which appears to have been removed for an unknown reason;
- As residents, we believe it is appropriate and fitting to designate this street as a 25 mph zone for the personal safety of the residents, for their pets, and for visiting families and friends;
- Therefore, we the undersigned request designation of Paddock Lane as a 25 mph zone for the safety and welfare of the residents and request a sign to mark the proposed 25 mph zone.
- The undersigned residents of Paddock Lane and contingent properties in Southern Pines will be pleased to speak with our esteemed Mayor, Council, and Town Manager if more information is needed.

Name	Address	Phone
1. <u>Yanni P. Wilson</u>	<u>49 Paddock Lane</u>	<u>(910) 653-8910</u>
2. <u>Jennifer Barrows</u>	<u>6 Steeplechase Way</u>	<u>910 246 0991</u>
3. <u>Ernie DeWitt</u>	<u>49 Paddock Ln</u>	<u>(910) 986-9905</u>
4. <u>Jim Scott</u>	<u>9 Paddock Ln</u>	
5. <u>Iga Scott</u>	<u>9 Paddock Ln</u>	<u>692-2006</u>
6. <u>William McVerry</u>	<u>29 Paddock Ln</u>	<u>692-6267</u>
7. <u>Sarah McVerry</u>	<u>29 Paddock La</u> <u>So Pines</u>	<u>692-6267</u>



August 13, 2021

Chair Libby Carter
Superintendent Robert Grimesey, Jr., Ed.D.
Moore County Schools
5277 Hwy. 15-501 South
Carthage, NC 28327

Dear Chair Carter and Dr. Grimesey,

In light of the August 9, 2021 vote by the Board of Education regarding the Southern Pines Primary School, I request the opportunity for the Town of Southern Pines to enter into private negotiations with the Board to purchase the approximately four acres constituting the Blanchie Carter Park. The request is made based on the Town's capacity as a "government unit" pursuant to NCGS § 160A-274.

The Town has been actively engaged in efforts to revitalize our West Southern Pines community. In November 2020, the Town Council approved multiple strategies to accomplish this goal, one being the redevelopment of the Primary School in a manner consistent with its history. The Blanchie Carter Park is an important part of the school campus with many meaningful benefits to the community. Retaining this property for a park will help to increase the physical vitality of the neighborhood and allows it to serve an important recreation need within West Southern Pines, as many residents do not have cars.

In addition to these benefits, the continuation of this park is consistent with various plans adopted by the Town. The property is zoned FRR (Facilities, Resource, and Recreation), which permits open spaces, facilities, and resource areas. The park is in accordance with the Town's 2013 *West Southern Pines Neighborhood Development Plan*, which discussed the importance of not "losing the cultural history and character of the area" or bringing about change "that will be alarming to some residents."

Should the School Board be willing to consider private negotiations on this approximately four acres, a new survey and appraisal will be expedited and completed at no cost to the School Board. I know the disposal of this property has been a long process and I greatly appreciate your consideration of my request. I look forward to hearing back from you.

Respectfully,

A handwritten signature in blue ink that reads "Carol R. Haney".

Carol R. Haney
Mayor, Town of Southern Pines

**RESOLUTION AUTHORIZING
THE ON-GOING DISPOSITION OF SURPLUS BOOKS AND OTHER CIRCULATING
MATERIALS**

WHEREAS, the Town of Southern Pines Public Library periodically identifies books and other circulating materials that are no longer useable by the Town as surplus property; and

WHEREAS, pursuant to N.C. Gen. Stat. 160A-280, the Town may donate to non-profits, sister cities, and other units of government personal property that the governing board determines to be surplus, obsolete or unused; and

WHEREAS, pursuant to N.C. Gen. Stat. 160A-266, the Town Council of the Town of Southern Pines may authorize one or more public officials to declare and dispose of surplus property consistent with North Carolina General Statutes; and

WHEREAS, the identification and declaration of obsolete, unusable or unwanted books and other circulating materials as surplus property will continue to be a regular and on-going process.

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

1. That the Library Director and Purchasing Agent are hereby authorized to identify and declare books and other circulating materials withdrawn from circulation according to the Town of Southern Pines Public Library's Collection Development Policy as surplus property on an on-going basis; and
2. That upon the recommendation by the Library Director and with the approval of the Purchasing Agent, appropriate books and other circulating materials withdrawn from circulation and declared as surplus property as stated above may be donated to other units of government, non-profits, or sister cities as directed by the Library Director and Purchasing Agent; and
3. That the above authority for said surplus property identification and disposal is hereby approved and accepted unless and until such on-going authority is rescinded by the Town Council of the Town of Southern Pines.

Adopted this ____ day of _____, 2021.

ATTEST:

TOWN OF SOUTHERN PINES

Elizabeth Robertson, Deputy Town Clerk

Carol R. Haney, Mayor

MEMO

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

RE: Work Session 08 23 2021 NCDOT Item

I have included in your packet a draft agreement from NCDOT regarding the need to relocate our Main water transmission line currently running between the intersection of NC5 and US 1 in Aberdeen all the way North to approximately the north side of Mac's Breakfast Anytime on US1.

A new Main will be built along Poplar Street and tied back into the existing Main at the far ends of the project. A yet to be drafted agreement with Aberdeen will be forthcoming relative to the southernmost tie-in since it will traverse Aberdeen right of way rather than NCDOT (Poplar is a NCDOT street.)

Under State statute, the Town is responsible for 25% of the cost of the realignment. The figure currently contained in Section 3A (\$473,025) represents an estimate from 2019 and is in the process of being updated by NCDOT (it WILL be higher.) In addition, we have asked them to price the oversize of the subject line from 18" to 24" as one day not-too-far in the future the line should be upsized all the way to the Pinebluff plant and it is likely worth tackling this stretch at this time versus digging it up five to fifteen years after installation and prematurely replacing it. Whatever the "upsized" costs are (essentially larger pipes and likely some fittings) would be 100% our expense.

Schedule wise, NCDOT is looking for adoption of the agreement (once numbers are finalized) prior to the end of the calendar year with an intent to bid the work in the Spring of 2022, completing all construction before calendar year-end 2023 (ahead of The US Open.) This would allow them to begin the US1 Synchronized Street construction following the golf tourney with a target date of completing it before the tourney returns again in 2029.

From a payment standpoint, we will look at the pros and cons of options once we have more representative estimates. This does appear to be a project that would be ARPA eligible, and we can look at it along with other options for those funds. NCDOT has also suggested that payment may be able to be spread over two or three budget years as opposed to a 100% reimbursement at completion. It is important to note that beyond this transmission line realignment, we will be approached again once the road construction project is let as we will have another 25% charge against any realignment of water and sewer services along the US1 corridor that are ultimately affected by the road construction.

The purpose for Monday is simply to get this project back in front of you and receive any initial or general feedback relative to the Agreement. There unfortunately isn't a lot of room for negotiation given the Statutes we and NCDOT are operating under.

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT**

MOORE COUNTY

DATE: 8/15/2019

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5418B

AND

WBS Elements: 54041.1.3

54041.2.4

54041.2.5

54041.3.3

TOWN OF ABERDEEN

AND

TOWN OF SOUTHERN PINES

THIS 3-PARTY MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and the Town of Aberdeen, hereinafter referred to as “Aberdeen,” Southern Pines, hereinafter referred to as “Southern Pines;” together herein after called the “Municipalities”, and all three, collectively, herein after called “Parties.”

WITNESSETH:

WHEREAS, the Department has plans to construct improvements to the US 1 corridor from Old US 1 in Southern Pines to Roseland Road in Aberdeen under Project U-5814B in Moore County, hereinafter known as the “Project”; and,

WHEREAS, the Project includes upgrading the existing storm drainage along the US 1 corridor; and,

WHEREAS, said upgrades requires the relocation of an existing 18-inch transmission water line owned by the Southern Pines; and,

WHEREAS, the costs and inconvenience associated with the water line will create a burden to Parties, property owners and other businesses along the US 1 corridor; and,

WHEREAS, the Department has identified an alternate location on North Poplar Street, which is a parallel route to US 1; and,

WHEREAS, both Southern Pines and Aberdeen agree with the use of North Poplar Street as an acceptable location for the water line; and

WHEREAS, the optimal location to tie-in the southern portion of the relocated water line along North Poplar Street is at Elm Street, which is an Aberdeen roadway; and,

WHEREAS, the Aberdeen has an existing Sanitary Sewer line along Elm Street that is in substandard condition and will be affected by the installation of the new water line; and,

WHEREAS, NCDOT agrees to provide Aberdeen compensation for the upgrade of the Town's existing sanitary sewer line along North Poplar Street from Peach Avenue to the northern limits in lieu of performing the work; and,

WHEREAS, the Department and the Municipalities have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE WORK

1. The Project consists of improvements to the US 1 corridor from Old US 1 in Southern Pines to Roseland Road in Aberdeen, programmed under U-5814B in Moore County. Said Project includes upgrading the existing storm drainage along the US 1 corridor, which will require the relocation of an 18-inch transmission water line owned by Southern Pines. The Department will construct the Project and will relocate the water line to North Poplar Street and Elm Street in Aberdeen.
2. As part of the relocation of the water line, the Department will provide compensation to Aberdeen to upgrade an existing sanitary sewer line along North Poplar Street in Aberdeen.

RESPONSIBILITIES OF EACH PARTY

3. Southern Pines will:
 - A. Grant permission to the Department to relocate an existing 18-inch transmission water line, which is located in the Project area and is owned by Southern Pines, at an approximate cost to Southern Pines of \$473,025.
 - B. A separate Utility Agreement will be provided to specify the reimbursement details associated with this work.
 - C. Coordinate with Aberdeen for relocation of the 18-inch transmission water line including all encroachments, agreements and forms necessary.

4. Aberdeen will:
 - A. Grant permission to the Department to relocate an existing 18-inch transmission water line, which is owned by the Town of Southern Pines, to a location on along North Poplar Street (SR 2055) and Elm Street, which is an Aberdeen roadway, at no cost to Aberdeen.
 - B. Coordinate with Southern Pines for relocation of the 18-inch transmission water line including all encroachments, agreements and forms necessary.
 - C. Accept compensation from the Department in the amount of \$375,000 for future rehabilitation or replacement of the town's existing sanitary sewer line along North Poplar Street from Peach Avenue to the northern terminus of the project.

5. The Department will:
 - A. Relocate the existing Southern Pines' 18-inch transmission water line currently located along the US 1 corridor to North Poplar Street and tie-in the southern portion of the new transmission line using Elm Street which is owned by Aberdeen.
 - B. Replace the existing water line and sanitary sewer line on North Poplar Street from Peach Avenue to Elm, as well as along Elm Street between US 1 and North Poplar Street.
 - C. Repair any sanitary sewer lateral services and repair any sections of the sanitary sewer mainline damaged during construction on North Poplar Street from Peach Avenue to the northern terminus of the project.

- D. Provide \$375,000 in compensation to Aberdeen to participate in the cost to rehabilitate or replace of the town's existing sanitary sewer line along North Poplar Street from Peach Avenue to the northern terminus of the project.

RIGHT OF WAY

6. The Department shall be responsible for acquiring any needed right of way required for the Project, including the relocated water transmission line. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
7. It is understood by the Parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipalities, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

CONSTRUCTION

8. The Department shall perform the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. The Department shall administer the construction contract for the Project.

MAINTENANCE

9. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.

- B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
- C. The Municipalities, at no expense to the Department, shall assume all maintenance responsibilities for the betterments and release the Department from all liability relating to such maintenance
- D. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipalities shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipalities shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, Aberdeen and Southern Pines shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Aberdeen and Southern Pines upon completion of construction of the project and its acceptance by the Department from its contractor unless the Aberdeen and Southern Pines notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
- E. The Municipalities obligate themselves to service and to maintain their respective facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- F. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities, which are being relocated at the Municipalities' expense, the Municipalities binds themselves, their successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

FUNDING

- 10. The Department will provide \$375,000 in compensation to Aberdeen to cover the cost to the future rehabilitation or replacement of their existing sanitary sewer line along North Poplar Street from Peach Avenue to the northern terminus of the Project within sixty (60) days of the execution of this Agreement.

Payment of this compensation provides full and complete compensation for any and all work necessary for the existing sanitary sewer line. No further compensation will be provided under the terms of this Agreement.

ADDITIONAL PROVISIONS

11. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
12. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
14. This Agreement contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
15. The Parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
16. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF ABERDEEN

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: _____

(FINANCE OFFICER)

Federal Tax Identification Number

L.S. ATTEST:

TOWN OF SOUTHERN PINES

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: _____

(FINANCE OFFICER)

Federal Tax Identification Number

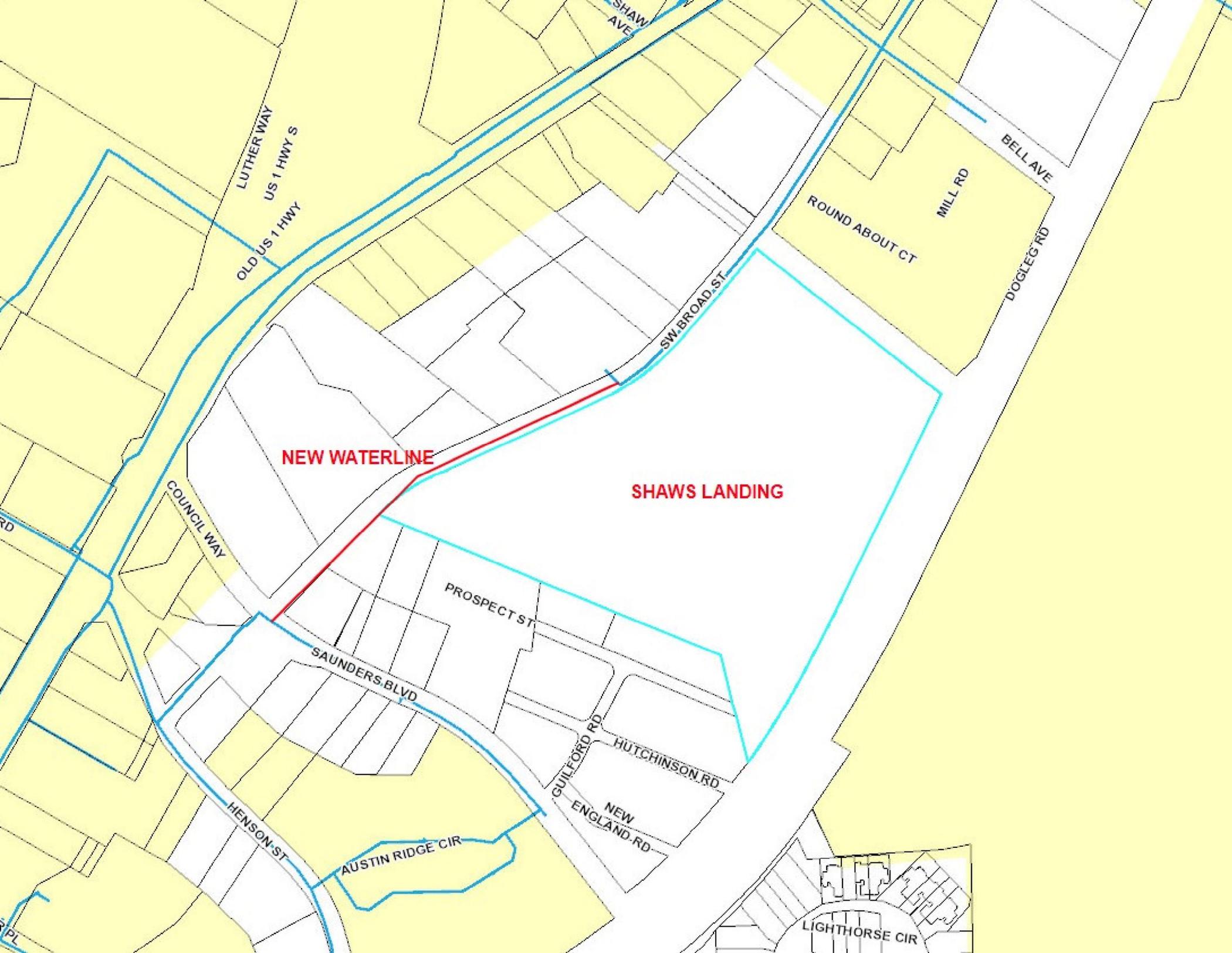
DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



NEW WATERLINE

SHAWS LANDING

LUTHER WAY
US 1 HWY S
OLD US 1 HWY

SHAW AVE

SW BROAD ST

BELL AVE

MILL RD

ROUND ABOUT CT

DOGLEG RD

COUNCIL WAY

PROSPECT ST

SAUNDERS BLVD

GUILFORD RD

HUTCHINSON RD

NEW ENGLAND RD

HENSON ST

AUSTIN RIDGE CIR

LIGHTHORSE CIR



MEMORANDUM

To: Reagan Parsons, Town Manager

From: Bruce Rosenberger, Director of Administrative Services

Date: August 17, 2021

Subject: Continued Commitment to Voluntary FFCRA Extension

In January of 2021 the Town extended the FFCRA (Families First Coronavirus Response Act) program on a voluntary basis. As you know, the program allows employees who are exposed to, confirmed to have, or are affected by school closures due to COVID to receive regular pay if they are required to stay out of work due to quarantine or lack of child care.

This program was extended with Council approval through "June 30, 2021 or until such time the COVID-19 threat and risks have been essentially resolved". Although it could easily be argued that the threats and risks have not yet been "essentially resolved", I believe it would be prudent to have the Council acknowledge a continued commitment to the extension of this program based on the same philosophies as the original extension – it is not equitable for one employee to receive these payments and another employee not, only because of the timing of when they were affected. Fortunately, we have only had a few employees who have needed to take advantage of this program since June, but the recent rise in cases locally and across the country does mean we are seeing a rise among our employee population as well.

As a reminder, this program is a continuation of the FFCRA and means that employees who have already exhausted or partially exhausted their eligible emergency paid sick leave will NOT receive any additional pay under the program. Anyone who has exhausted their FFCRA leave will be required to utilize any accrued time off they have available.

Please advise if further information is needed or adjustments to this recommendation are required.