



AGENDA

Monday, November 22, 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. COUNCIL UPDATES AND DISCUSSION

a. Consider Proposed Lease of Park Property from the Southern Pines Land and Housing Trust

Staff has drafted a proposed lease agreement with the Southern Pines Land & Housing Trust for park property on the campus of the former Southern Pines Primary School.

b. FY 2020-2021 Audit

Chad Cook from Dixon Hughes Goodman will present the audit for the Town's FY 2020-2021 financial statements.

c. CIP Presentation

Staff is developing a comprehensive Capital Improvement Plan (CIP) to serve as a budgetary planning tool for capital projects and funding. The CIP will be forwarded for consideration by Council in December. Staff will present some details on some of the projects that are recommended for inclusion.

d. Skateboarding Discussion

Staff recently reviewed and presented some options at the October work session for addressing skateboards and similar devices in the downtown area. Based on feedback from Council, staff has continued evaluating the broader issue of skateboarding in Southern Pines and will share some potential options for constructing skateboard elements as a recreational amenity.

4. ADJOURNMENT

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

NORTH CAROLINA
MOORE COUNTY

LEASE AGREEMENT

THIS LEASE is made this _____ day of _____, 2021, by and between the SOUTHERN PINES LAND AND HOUSING TRUST INC., referred to as the "Trust" or "Lessor," and the TOWN OF SOUTHERN PINES, referred to as "Town" or "Lessee."

WHEREAS, the Trust has a contract to purchase certain property which includes the Blanchie Carter Playground (referred to as "Playground"), described in the attachment A to this Lease Agreement;

WHEREAS, the Trust has entered into a contract with the Moore County Board of Education for the purchase of certain property encompassing approximately 17 acres. The Playground is located within the 17-acre parcel ("Subject Property");

WHEREAS, the purchase of entire parcel by the Trust is being made pursuant N.C. Gen. Stat. § 160A-266(b) and the deed conveying the property to the Trust shall contain certain deed restrictions regarding the maintenance and use of the property;

WHEREAS, the Town wishes to lease the property from the Trust immediately upon the purchase of the property by the Trust under the terms of this Lease Agreement;

WHEREAS, this Lease Agreement shall only become binding on the parties if the Trust obtains fee simple ownership of the 17-acre parcel (which includes the Playground).

NOW, THEREFORE, for valuable consideration, the parties do covenant and agree as follows:

1. Immediately upon the purchase of the entire 17-acre tract, the Trust leases to the Town for the Town's use and enjoyment the Playground.

2. In consideration of the right to lease the Playground for the term of the lease and, in consideration of the Trust's obligation to service and maintain the Playground during the term of the lease, as set forth herein, the Town will pay to the Trust the sum

of \$160,000 on or before December 10, 2021. The \$160,000 payment shall be held in Trust by the attorney representing the Trust for the purchase of the property and shall be returned to the Town if, for any reason, the Trust does not obtain fee simple interest in the Subject Property.

3. Subject to the service and maintenance requirements imposed upon the Trust, the Town leases and accepts the premises on an "as is" basis on the day the Trust obtains fee simple interest in the entire tract, at which time the premises are deemed ready for occupancy as contemplated by this Lease Agreement.

4. The term for which the Town may use and occupy the Playground, in the manner provided below, shall be 99 years from the date of the commencement of the lease as set forth herein, subject to the requirements of law.

5. During the term of the lease, the Trust shall be responsible for all expenses for maintenance of the Playground, including water.

6. In consideration of the payment of \$160,000 by the Town as set forth herein, during the term of the lease, the Trust will provide all services and materials for maintenance and upkeep of the Playground, including the necessary supplies, materials, painting, and labor, specifically including, but not limited to, mowing as needed depending on the season and inspecting and maintaining playground equipment present at transfer or added during this lease, and will bear the costs for such activities, and will keep the premises in a clean and neat condition, consistent with the standards generally applicable to parks and playgrounds of this kind, regardless of whether the cleaning and upkeep are necessitated by its own use or by use by others. If the Trust fails to maintain those obligations, the Town, in its discretion, may assume them and bill the Trust the costs thereof plus 10% administrative fee.

7. Signs may be used or installed by the Trust only with the express permission of the Town.

8. During the term of the lease, the Town shall not modify or make improvements to the premises, other than minor repairs, without the consent of the Trust which consent shall not be unreasonably withheld. The Trust shall be permitted to make any improvements to the Playground consistent with the intent and theme of the original master plan, attached

as Exhibit A, or as expressly approved in writing by the Town Manager or Director of Parks and Recreation. It is agreed that all repairs, modifications, additions, or improvements shall be and become a permanent part of the real estate, and as such the property of the Trust.

9. The leased premises, during the term of this lease, shall be used exclusively as a public playground and outdoor educational, experiential learning, and recreational facility, though it may serve as a host space for the Town or the Trust for temporary events, festivals, fundraisers, and gatherings. Except when used exclusively for other uses as provided in this agreement, the Playground must be available for public use from dawn to dusk, Monday through Sunday.

10. The Town may not assign this lease or sublet any part of the Playground without the written consent of the Trust.

11. The parties acknowledge and agree that this lease shall take effect immediately upon the Trust obtaining fee simple interest and the entire 17-acre tract. If for any reason the Trust does not obtain fee simple of the Subject Property within 60 days of the execution of this lease, this lease shall become null and void and the \$160,000 payment made to the Trust in consideration for the 99-year lease term and the accompanying service and maintenance requirements imposed on the Trust, shall be immediately returned to the Town.

12. The Trust specifically agrees that it will procure and keep in force, at its own expense, liability insurance in an amount of not less than \$1,000,000 in respect to bodily injury, disease, illness, death or property damage suffered by any one person or entity, arising out of any one accident. The policy or policies of insurance shall show the Town as an additional insured as Town's interest may appear. The Trust will cause a certificate of insurance to be furnished to the Town evidencing that coverage and the policy shall provide that the insurance may not be canceled without written notice to the Town at least thirty (30) days before any cancellation. The Town, in its capacity as Lessee, may obtain liability or property insurance for the Subject Property as it deems necessary.

13. This Lease Agreement constitutes the entire understanding between the parties and shall not be modified except in writing signed by the parties. This lease is binding on the parties hereto, their heirs, and permitted assigns.

14. The designation Lessor and Lessee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease
Agreement in duplicate.**

TRUST: SOUTHERN PINES LAND AND HOUSING TRUST

By:_____

President

TOWN: TOWN OF SOUTHERN PINES

By:_____

Mayor, Town of Southern Pines



Southern Pines Elementary School Blanchie Carter Discovery Park

Master Plan

October 1996, February 1999

Robin Moore, DiplArch., MCP, ASLA
Michael Ortosky, ASLA, Wetlands Design

Scale: 1:20'



To: Reagan Parsons, Town Manager

From: Jessica Roth, Assistant Town Manager

Re: Proposed CIP Overview

Date: November 19, 2021

BACKGROUND

A local government's capital assets, including its facilities, infrastructure, vehicles, and equipment are a key resource used in delivering services to the community. They also represent a significant financial investment by the community, which requires ongoing preventive maintenance and upgrades.

The Town of Southern Pines' capital assets are used for providing public safety services, including our police station, two fire stations and the various apparatus and fleet vehicles. The Town maintains over 82 miles of asphalt roadways, 90% of those serving our residential neighborhoods. We have a variety of outdoor spaces for recreation, including over 300 acres of park lands and 12 miles of hiking and biking trails. Other recreation assets include the Morganton Road sports complex, swimming pool and splash pad at Pool Park, Downtown Park, and various neighborhood parks. We conduct business and engage with our community in facilities throughout the Town, including the Douglass Community Center, Administration Building, and Finance/Planning/Inspections office among others. The Town runs a utility department, which relies on an expansive network of water and sewer infrastructure including a water treatment plant, storage tanks, and lines running throughout Southern Pines and beyond.

The Community Investment Program (also commonly known as a Capital Improvement Program or CIP) is a forecasting tool that allows the Town's decision makers to proactively plan for future needs - a window into potential capital projects over the next ten years.

In the private sector, clear criteria usually exist for analyzing capital investments and, more often than not, the decision is centered on maximizing profits. A local government does not typically receive a clear financial return from its capital investments. Instead, the results are often linked with a social benefit, which, while real, is often difficult to measure since it cannot be captured in revenue streams.

By developing a CIP, the Town can proactively assess its needs, ensuring proposed projects serve the needs of the community but are balanced by the Town's ability to fund them. By undertaking a long-term analysis of resources and needs, the CIP also promotes financial stability and considers the impact on the operating budget.

SOUTHERN PINES CAPITAL NEEDS

At the October 25, 2021 Council work session, staff highlighted capital needs for the Town's road network, including resurfacing and pavement repairs. By routinely assessing our street system, we can identify, prioritize, and complete needed preventive maintenance, which is funded through a General Fund allocation in the annual operating budget.

At the November 22nd Council work session, staff will share a high-level overview of other projects that will be incorporated into the CIP. Some of these include:

Facility Modernization Projects: In November of 2018, the Town engaged Creech & Associates to perform a facility condition assessment on the various buildings owned by the Town. The conditions encountered through this assessment spanned a century from the Police Department with about a decade of service to the Campbell House circa 1910. The assessment confirmed that while all of these buildings have been well maintained, their age has created some deficiencies to be addressed. Since the assessment, the Town has undertaken projects totaling nearly half a million dollars to modernize its facilities. Typical projects have included the replacement of HVAC, plumbing, and electrical systems, and similar. It is important that the Town continue to dedicate funding and resources toward preventive maintenance and necessary upgrades to provide safe, modern facilities that meet community expectations for service delivery.

Public Safety: Providing fire service requires careful financial planning in order to maximize operating efficiencies and capital investments. The Town owns a variety of apparatus for fire and life saving services that range in cost from approximately \$220,000 for a brush truck to \$650,000 for a fire engine or heavy rescue truck to nearly \$1 million for a ladder truck. It is crucial to forecast such purchases so the Town can plan accordingly.

Similarly, the Town must dedicate capital resources to carry out its police services. The Town currently maintains a fleet of approximately 50 police vehicles, which must be maintained and replaced strategically. In 2021 dollars, the cost to replace a patrol vehicle is nearly \$60,000, which includes the actual vehicle plus the necessary lights, sirens, and other technology needed to outfit it. It is equally as important to provide updated technology to allow our communications division to quickly dispatch calls with minimal downtime.

Transportation: In addition to the street resurfacing program reviewed last month, the Town has historically allocated approximately \$200,000 each year to expand the sidewalk network. The Town also anticipates a number of future roadway construction projects that are associated with development activities, but may require public funding on some level under certain circumstances.

NEXT STEPS

Based on feedback from Council, staff will finalize a CIP document to be considered at the December 14, 2021 Council business meeting. Going forward, review and adoption of the CIP will be associated with the annual budget process.

Work Session Agenda Item

To: **Reagan Parsons, Town Manager**

From: **Jessica Roth, Assistant Town Manager**
BJ Grieve, Planning Director

Subject: **Council Update on Code Amendment re: Skateboards and Similar Devices.**

Date: **November 22, 2021**

I. SUMMARY:

Town Council will recall that community member Marcel Goneau requested during the Work Session on September 27, 2021 that Council consider amending the Code of Ordinances relative to skateboards and similar devices. The basis for Mr. Goneau's request was to make the current ordinances less restrictive, namely to permit skateboards in non-residential areas, particularly traveling both to/from and around the downtown district. In response to Mr. Goneau's request, Suzanne Coleman submitted a letter to Council on behalf of Welcome to Southern Pines, Inc., the group who manages the Welcome Center in the downtown train station. Ms. Coleman shared that there have been documented incidents involving skateboarders who have vandalized the train station, including graffiti, littering, and damage to the building.

Based on these two different requests, Council directed staff to further review this issue, including a discussion with police regarding the reports of vandalism and aggressive behavior from skateboarders. During the October 25, 2021 Work Session, Assistant Town Manager Jessica Roth presented information regarding skateboarding-related calls for service as well as recommendations for revisions to town ordinances to improve pedestrian safety downtown while providing more local streets on which skateboarders can recreate.

Community reaction to the proposed ordinance revisions was mixed, with many members of the community (skateboarders and non-skateboarders alike) repeating previous requests for a municipal skateboarding facility at which those who are being asked to not recreate downtown may safely enjoy skateboarding. This constructive feedback prompted town staff to research the feasibility of developing a skateboarding facility. Staff researched skateboarding facilities in many, many other North Carolina municipalities, legal and liability insurance implications, possible locations in Southern Pines for a facility, approximate costs based on design alternatives, and partnership and fundraising opportunities. Town staff have identified some alternatives for development of a modest municipal skateboarding facility, and would like to present and discuss some alternatives with the Town Council and get feedback and further guidance.