

Agenda Item

To: Reagan Parsons, Town Manger

From: Chris Kennedy, Assistant Town Manager

Subject: Annexation Agreement between the Town of Southern Pines and the Village of Whispering Pines – Action to Investigate and Set a Public Hearing Date

Date: June 12, 2018

I. SUMMARY OF APPLICATION REQUEST:

In November 1997, the Town Council adopted an annexation agreement with the Village of Whispering Pines to insure the orderly annexation of properties around the common boundaries of the two municipalities. The 1997 annexation agreement, per statutory maximum, included a duration of twenty years. The 1997 annexation agreement expired in November 2017. In February 2018, the two municipalities entered into a 6-month annexation agreement under the same terms as the 1997 annexation agreement. Staff from both municipalities have worked together on a new 20-year annexation agreement. Attached to this memorandum are a draft agreement and an updated map depicting the areas included in the agreement.

II. STAFF COMMENTS:

- The purpose of this agenda item is to direct the Town Clerk to investigate the efficacy of the annexation agreement with the properties included therein and to set a future public hearing to consider the adoption of this annexation agreement between the Town of Southern Pines and the Village of Whispering Pines, pursuant to N.C.G.S. §160A-31(c).

III. ATTACHMENTS:

1. Proposed Annexation Agreement
2. Proposed Annexation Amendment Map – Exhibit A
3. 1997-2017 Annexation Agreement

IV. TOWN COUNCIL ACTION:

Before holding a public hearing and deciding upon whether to adopt the *Annexation Agreement between the Town of Southern Pines and the Village of Whispering Pines*, the Town Council must first direct the Town Clerk to investigate the request. Additionally, the Town Council must select a date for the public hearing for the request. The Town Council may choose one of the following motions or any alternative they wish:

1) I move to adopt the resolution directing the Town Clerk to investigate the request for the annexation agreement as defined in the document and map proposed and to adopt a resolution establishing July 10, 2018 as the date of the public hearing for the annexation agreement request.

-Or-

2) I move to not adopt the resolution directing the Town Clerk to investigate the request for the annexation agreement as defined in the document and map proposed and to not adopt a resolution establishing the date of a public hearing for the annexation agreement request.

NORTH CAROLINA
MOORE COUNTY

ANNEXATION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, by and between the Town of Southern Pines (hereafter referred to as “Town”) and the Village of Whispering Pines (hereafter referred to as “Village”), both duly incorporated North Carolina municipalities.

WHEREAS, the primary limits of the Town and the Village are in proximity to one another; and,
WHEREAS, the Town and the Village wish, when appropriate, to incorporate lands via annexation procedures; and,

WHEREAS, the Town and the Village wish to maintain positive relations and develop an orderly and efficient pattern of corporate jurisdiction; and,

WHEREAS, the Town and the Village entered into a joint annexation agreement on November 11, 1997 for a duration of twenty (20) years; and,

WHEREAS the Town and the Village re-established the same joint annexation agreement on February 7, 2018 for a duration of six (6) months;

NOW, THEREFORE, the parties agree, pursuant to the provisions of Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes, as follows:

1. The duration of this annexation agreement shall be for four (4), five-year periods, totaling twenty (20) years from the effective date of this agreement.
2. Upon the expiration of each five-year period, the agreement shall automatically renew under its current terms, unless either party requests a revision to the agreement. The party desiring a revision shall provide written notice to the other, at least ninety (90) days prior to a five-year expiration period.
3. Attached hereto and incorporated herein by reference is Exhibit A, a map of a portion of the jurisdictions of the Town and the Village in addition to currently unincorporated areas between them.
4. No portion of the land represented in blue on the map in this agreement as Exhibit A is subject to annexation by the Town during the duration of this agreement, except under the provisions of Section 6 of this agreement.

5. No portion of the land represented in yellow on the map included in this agreement as Exhibit A is subject to annexation by the Village during the duration of this agreement, except under the provisions of Section 6 of this agreement.
6. Neither party may annex any area designated to be annexed by the other party unless it has first provided written notice to the other, at least sixty (60) days before the Public Hearing required to adopt any ordinance for such annexation, unless the party entitled to receive notice has executed a written waiver eliminating the need for such a notice or reducing the time for such notice.
7. This agreement between the Town and the Village is effective upon adoption by both parties.
8. Either party may terminate this agreement if the other party repeals their ordinance for Highway Corridor Overlay standards for that portion of NC Highway 22 over which it has jurisdiction.
9. This agreement may not be amended or terminated without express written consent of both the Town and the Village. Any action to amend or terminate this agreement shall include an instrument of the governing boards, executed by the Mayors, or designees, with evidence of the approval of said instrument recorded in the official minutes of record for that respective governing board.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by each of their properly officials on the day and year first above written and this agreement is executed in duplicate.

ATTEST:

TOWN OF SOUTHERN PINES

Town Clerk

By: _____
Mayor

APPROVED AS TO FORM:

Town Attorney

ATTEST:

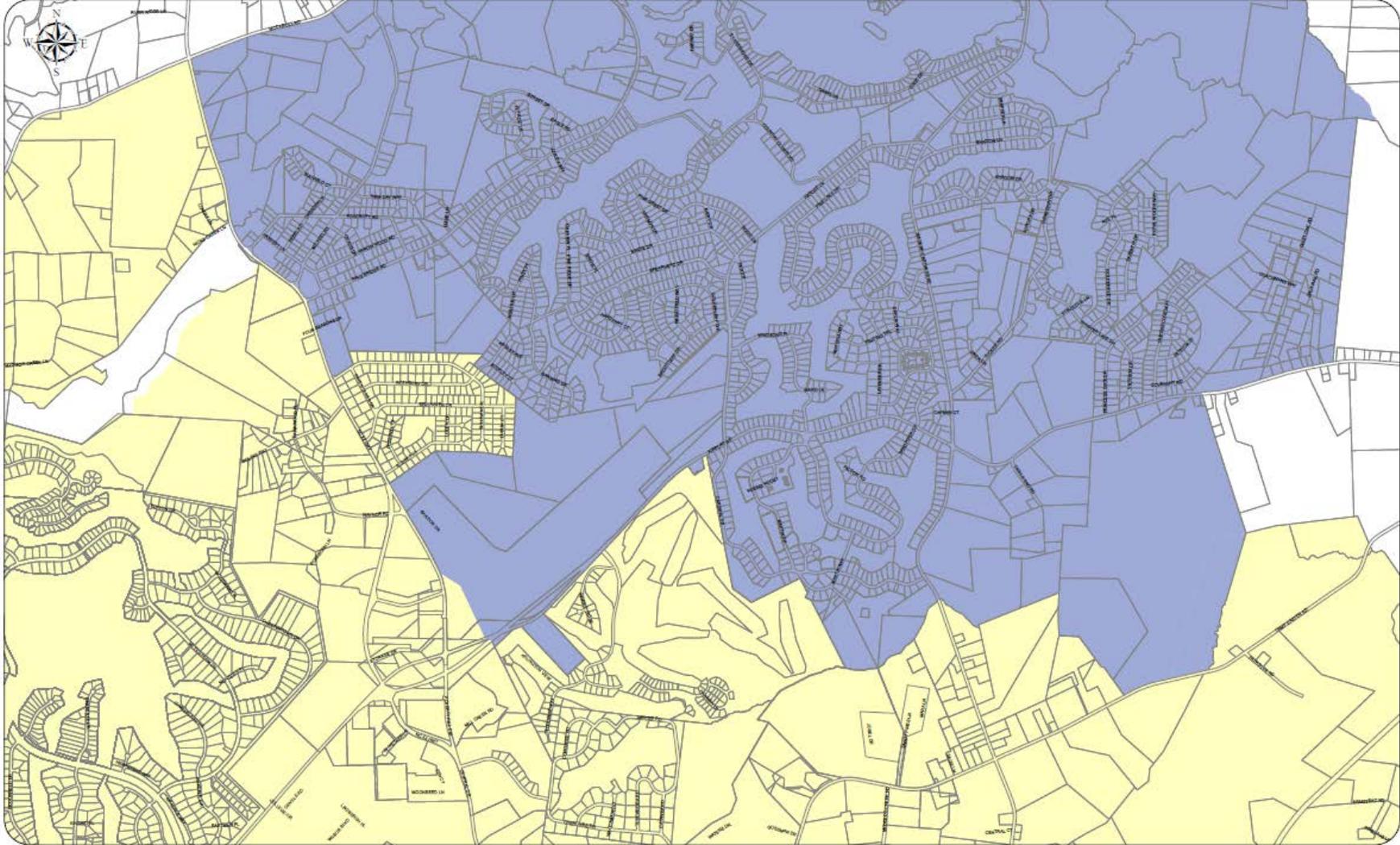
VILLAGE OF WHISPERING PINES

Village Clerk

By: _____
Mayor

APPROVED AS TO FORM:

Village Attorney



This map was created by the Town of Southern Pines. The Town of Southern Pines, its agents and employees make no warranties as to the completeness or accuracy of this information and shall not be liable for any errors or omissions. This map is for informational purposes only and should not be used for any legal or financial purposes. For a particular use, it is advised that you consult with a professional. This map is based on the 2018 Census of the Town of Southern Pines. ©2018 Southern Pines, NC. All rights reserved.

0 400 800 1,600 Feet

Exhibit A: Annexation Agreement between the Town of Southern Pines and the Village of Whispering Pines

Legend
 Yellow: Areas annexed or to be annexed by the Town of Southern Pines
 Blue: Areas annexed or to be annexed by the Village of Whispering Pines

NORTH CAROLINA
MOORE COUNTY

ANNEXATION AGREEMENT

THIS AGREEMENT is made this 14th day of November, 1997, by and between the Town of Southern Pines (referred to after this as "Town") and the Village of Whispering Pines (referred to after this as "Village"), both duly incorporated North Carolina municipalities.

WHEREAS, the primary limits of the parties are in proximity to one another; and
WHEREAS each municipality wishes, when appropriate, to annex areas into its corporate limits; and

WHEREAS, the parties wish to maintain harmonious relations and for annexations to be orderly and efficient;

NOW, THEREFORE, the parties agree, pursuant to the provisions of Part 6, Article 4A, Chapter 168 of the North Carolina General Statutes, as follows:

1. The duration of this agreement shall be for twenty (20) years from the effective date of this agreement.
2. None of the area represented by shading in brown on the map included in this agreement as Exhibit A is subject to annexation by the Town during the duration of this agreement.
3. None of the area represented by shading in green on the map included in this agreement as Exhibit A is subject to annexation by the Village during the duration of this agreement.
4. This agreement is effective when both parties have adopted ordinances approving this agreement and upon compliance with paragraph 6, below.
5. Neither party may annex any area unless it has first provided written notice to the other, at least sixty (60) days before the adoption of any ordinance for such annexation, unless the party entitled to receive notice has executed a written waiver eliminating the need for such a notice or reducing the time for such notice.

6. Either party may terminate this agreement if the other party has not adopted an ordinance establishing the Highway Corridor overlay standards for that portion of Highway 22 over which it has jurisdiction or if either party, having adopted such an ordinance, repeals it.

ATTEST: TOWN OF SOUTHERN PINES
Eleanore Dreher BY: Michael Fields (Seal)
Eleanore Dreher MICHAEL FIELDS, Mayor
Town Clerk
(SEAL)

I, Jean M. Wall, notary public of the State of North Carolina, certify that Eleanore Dreher personally came before me this day and acknowledged that she is Town Clerk of the Town of Southern Pines, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Mayor Michael Fields sealed with its town seal, and attested by herself as Town Clerk.

Witness my hand and official seal, this the 14 day of November, 1997.

Jean M. Wall
Notary Public

My commission expires 12-13-98

ATTEST: VILLAGE OF WHISPERING PINES
Geneva Wilson BY: Richard Sutton (Seal)
Geneva Wilson RICHARD SUTTON, Mayor
Town Clerk
(SEAL)

I, JAMES D. MAHE, notary public of the State of North Carolina, certify that Geneva Wilson personally came before me this day and acknowledged that she is Town Clerk of the Village of Whispering Pines, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Mayor Richard Sutton sealed with its town seal, and attested by herself as Town Clerk.

Witness my hand and official seal, this the 2 day of Dec., 1997.

James D. Mah
Notary Public

My commission expires 9-25-99