



**Town of Southern Pines
Monday February 22, 2016, 3:00 PM,
C. Michael Haney Community Room, Southern Pines Police Department
450 West Pennsylvania Avenue**

Worksession Agenda

- 1. Request to Discuss Red Cockaded Woodpecker Habitats within the Town of Southern Pines; Petitioner, United States Department of the Interior: Fish & Wildlife Service – Susan Ladd Miller**
- 2. Request to Discuss adding Veterinary Services to the NB Zoning District – Roy Harvel**
- 3. Capital Improvement Planning – Assistant Town Manager Adam Lindsay**
 - a. Water Distribution System – Freese and Nichols, Withers and Ravenel**
 - b. Wastewater Collection System – McAdams Co.**
 - c. Water Treatment Plant – Suez**
- 4. Capital Improvement Plan & Funding Options – Assistant Town Manager Lindsay**
- 5. Discussion Regarding Interlocal Agreement: Building Inspections**

Work Session Agenda Item

To: Reagan Parsons, Town Manager

Via: Bart Nuckols, Planning Director

From: Chris Kennedy, Senior Planner

Subject: Request to Discuss Red Cockaded Woodpecker Habitats within the Town of Southern Pines; Petitioner, United States Department of the Interior: Fish & Wildlife Service

Date: February 22, 2015

On behalf of United States Department of the Interior: Fish & Wildlife Service, Ms. Susan Ladd Miller is requesting to be heard in front of the Town Council to discuss opportunities to further protect red cockaded woodpecker habitat within the Town of Southern Pines. In addition to general information regarding the habitat requirements of this endangered species, Ms. Miller is requesting the cooperation of the Town of Southern Pines in conjunction with the Fish and Wildlife Service to develop policies that protect the red cockaded woodpecker and its habitat in the Town's land clearing, subdivision review, and construction permit review processes.

Attachments:

- Letter submitted by United States Department of the Interior: Fish & Wildlife Service

The Town Council may wish to take one of the following actions:

1. No action at this time; informational.



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Sandhills Sub Office
Post Office Box 119
Southern Pines, N. C. 28388

February 12, 2016

Bart Nuckols
Chris Kennedy
Town of Southern Pines
180 SW Broad Street
Southern Pines, NC 28387

Dear Mr. Nuckols and Mr. Kennedy:

The U.S. Fish and Wildlife Service (Service) requests assistance from the Town of Southern Pines to help prevent the loss of red-cockaded woodpecker habitat within its jurisdiction. The Service works with landowners to protect habitat for the benefit of the federally endangered red-cockaded woodpecker in support of Section 9 of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543) (Act). Habitat includes cavity trees and foraging habitat as defined by the Private Lands Guidelines found in Appendix 5 of the Service's Recovery plan for the red-cockaded woodpecker (*Picoides borealis*): second revision (U.S. Fish and Wildlife Service 2003; Recovery Plan).

The red-cockaded woodpecker is a small black and white woodpecker with horizontal stripes down its back. The red-cockaded woodpecker's most distinguishing feature is its large white cheek patches. Only the male of the species has a small red streak on each side of its black cap which is called a cockade. The red-cockaded woodpecker is endemic to mature, fire-maintained pine forests in the southeastern United States, where it was historically common. Typical nesting habitat includes pine or pine-hardwood stands with a minimum age of 80 to 120 years where the red-cockaded woodpecker excavates nest and roost cavities in living pines. The red-cockaded woodpecker also requires a large area of pines \geq 30 years old for foraging habitat. On private lands, the requirement for foraging habitat is to provide a minimum of 3,000 square feet of pine basal area on at least 75 acres for each cluster or group.

The Service's Recovery Plan defines a cluster as the aggregation of cavity trees used and defended by a group of red-cockaded woodpeckers and a 200-foot buffer of continuous forest. The Recovery Plan also outlines the minimum acreage, distribution and stocking levels of foraging habitat required to conserve a family group of red-cockaded woodpeckers. Requisite foraging habitat must be found in pine stands contiguous with the cluster and within a $\frac{1}{2}$ - mile radius of the cluster center.

Property development within a cluster and associated foraging habitat, if not carefully conducted is potentially harmful to red-cockaded woodpeckers and may violate the Act if not specifically authorized by the Service. Removing pine trees within the cluster contributes to habitat fragmentation, making red-cockaded woodpeckers more vulnerable to predation and more susceptible to having other species take over their cavities.

In order to avoid inadvertent removal of pine habitat supporting the federally listed endangered red-cockaded woodpecker and any potential violation of the Federal Endangered Species Act, we request that the Town of Southern Pines work in cooperation with the Service as part of its land clearing, subdivision review and construction permit review process.

If you have any questions, please don't hesitate to contact me at (910) 695-3323.

Sincerely,



Susan Ladd Miller
Fish and Wildlife Biologist

MEMO

TO: Mayor and Council members

FROM: Reagan

Date: 02-18-16

RE: Work Session – Item 3 Utility Discussions

Included on your Agenda for Monday are a series of items related to Southern Pines' water and sewer infrastructure. A series of engineering firms will help us present and discuss findings of recent studies regarding our water distribution system, wastewater collection system (specifically pump stations), and finally the water treatment plant facility. The purpose of these efforts is to facilitate the Capital Planning process ATM Lindsay discussed with Town Council at last year's Council Retreat.

Throughout the three presentations, methodology, various projects, and current cost estimates will be offered in addition to some discussion around funding mechanisms. Questions and answers will be addressed as part of each separate presentation. Staff will wrap up with a fourth discussion that brings the three elements together and seeks some initial direction regarding the preferred approach to funding projects (rates versus impact fees versus a hybrid model of the two.) There will likely be some immediate opportunities while other items will become budgetary discussions.

You will find that proposed projects are driven by a mix of necessary replacement due to age, modernization to current standards, and addressing projected growth. I hope that you will find the presentations both informative and helpful in making future decisions necessary to the continued health and viability of our Utilities systems. Staff worked diligently with our consultants to insure that base data and current trends were accurate for making future assumptions and recommendations and should be commended for their efforts in formalizing our approach to system management.

MEMO

TO: Mayor and Council members
FROM: Reagan
Date: 02-17-16

RE: Work Session – Intergovernmental Agreement

Included in your packet is a draft of an Intergovernmental Agreement Moore County has requested from Southern Pines and Aberdeen (they already hold one with Pinehurst) relative to Building Inspection activities. Some pros and cons:

Pros:

1. General goodwill with the County and public perception regarding the positive nature of sharing services.
2. While we have worked very diligently in keeping Inspections staffed, the reality is this is becoming a VERY competitive position to hire for, and thus it isn't entirely inconceivable that we could be requesting assistance at some point rather than providing it given our current and expected workload in the near future.
3. The expenditure limitations placed on the amount of usage would equate to 55.5 hrs. before one takes into account mileage, thus limiting the potential use.
4. I have confirmed with Moore County's Director that it is understood that all communications would be between staffs (i.e. no contractors playing one entity off the other) and that a right of refusal on part of the employer always exists.

Cons:

1. Realistically, our current and expected workload would provide little to no opportunity to "lend" Inspectors without having an impact on our current service level and turnaround time. I would advise staff that we refuse to perform outside work versus delaying any responsibilities in house, which might minimize or destroy any "goodwill"
2. Historically Moore County has had great difficulty in keeping Inspectors, and based on those we have hired from Moore County there are multiple reasons for this. The likelihood of a need on the County end is high based on history, and our own employees may not be enthused over being "returned" to that realm if even on a limited basis.
3. Even with all understanding between the staffs, inevitably some contractor will want to pit one entity against the other through either repeated calls/visits or eventually by involving elected officials in whatever they perceive to be "wrong." I would also hate to lose any inspector to time required to be deposed/testify regarding lawsuits originating outside our base jurisdiction (a small risk, but realistic given today's litigious society.)

Ultimately I would ask that Council to either:

- direct my office to place the Agreement on the March Agenda
- direct me to request specific changes (or TBD changes around specific items) in the contract
- direct me to simply decline the request of the County to enter into an agreement.

STATE OF NORTH CAROLINA

COUNTY OF MOORE

INTERLOCAL AGREEMENT FOR BUILDING INSPECTION SERVICES
A MUTUAL AID AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into the 19th day of January, 2016, by and between the County of Moore (the "County") and the Town of Southern Pines (the "Town").

WHEREAS, the County and the Town desire to provide mutual building inspection services to each other on a continuous, as needed basis, unless otherwise terminated pursuant to this Agreement.

NOW, THEREFORE, BE IT RESOLVED, pursuant to N.C.G.S. 160A-413, the County and Town agree to the following terms and conditions:

1. The Town building inspections' staff is hereby authorized by the County to provide building inspections services on behalf of the County and shall be sworn-in by the Moore County Clerk to the Board as an officer; and
2. The County building inspections' staff is hereby authorized by the Town to provide building inspections services on behalf of the Town and shall be sworn-in by the Town Clerk to the Board as an officer; and
3. All Town staff performing building inspections work for the County shall promptly provide the Moore County Planning and Community Development Director and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Town staff and satisfactory proof of any other certifications or licensure requirements necessary to perform building inspections as required by the County; and
4. All County staff performing building inspections for the Town shall promptly provide the Town Manager and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Town staff and satisfactory proof of any other certifications or licensure requirements necessary to perform the building inspections work required by the Town; and
5. Both the County and Town mutually agree to compensate the other for satisfactory services provided at a rate of \$45.00 per hour, plus mileage reimbursement at the current IRS rate. The hours of work shall be mutually agreed upon on by both parties. The total amount of compensation for this agreement shall NOT exceed \$2,500.00 annually. This amount shall be paid directly to the respective party (the County or Town) and not to

individual inspectors. Each party shall be responsible for paying the salaries or wages of their own respective staff, including the payment of any and all State or Federal taxes and withholding and continuing education requirements. Each party providing services under this agreement will prepare and mail a detailed invoice to the Finance Director of the other party by the 5th of each month for the services performed in the previous month. Payment for services rendered is due by the 15th of each month following the month of service; and

6. While performing building inspection services for the County, the Town staff shall report to the Moore County Planning and Community Development Director who will be supervising the Town staff while performing services pursuant to this Agreement. The duties of the Town staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. Town staff shall not be responsible for zoning or subdivision code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector. Town staff shall use vehicles owned by the Town in the course of providing services under this Agreement. The Town will keep a detailed mileage log and bill the County at the maximum rate allowed by the IRS; and
7. While performing building inspection services for the Town, County staff shall report to the Planning Director or Chief Building Inspector who will be supervising the County staff while performing services pursuant to this Agreement. The duties of the County staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. The County staff shall not be responsible for zoning or subdivision code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector. The County staff shall use vehicles owned by County in the course of providing services under this Agreement. The County will keep a detailed mileage log and bill the Town at the maximum rate allowed by the IRS; and
8. Should any claims arise out of the services provided by the Town under this Agreement, Moore County agrees to indemnify and hold the Town, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against the Town, its employees, agents, contractors and Council Members arising as a result of the services performed on behalf of the County that are the subject of this Agreement and due to the negligence of the County, its employees, agents or contractors. The Town agrees to indemnify and hold the County, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against Moore County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the Town that are the subject of this Agreement and are due to the negligence of the Town, its employees, agents or contractors; and

9. While this Agreement remains in effect, the County and Town shall maintain appropriate insurance coverage for work performed; and
10. This Agreement is authorized pursuant to N.C. Gen Stat § 160A-413; and
11. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its intent to terminate this Agreement; and
12. This Agreement shall be governed by the laws of the State of North Carolina; and
13. This Agreement represents the entire agreement between the Town and the County. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a written instrument signed by both the Town and the County; and
14. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the Town or the County; and
15. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable; and
16. All parties shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

[SIGNATURES ON THE FOLLOWING PAGE.]

COUNTY OF MOORE

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Attest:

Laura M. Williams
Clerk to the Board

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

Finance Officer

TOWN OF SOUTHERN PINES

David McNeill, Mayor

Attest:

Peggy K. Smith
Town Clerk

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

Finance Officer

RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR
BUILDING INSPECTION SERVICES BETWEEN THE COUNTY OF MOORE
AND THE TOWN OF SOUTHERN PINES

WHEREAS, the County of Moore (“County”) and the Town of Southern Pines (“Town”) maintain building inspection departments, provide building inspection services, and employ inspectors licensed and certified by the State of North Carolina pursuant to N.C.G.S. 153A-351 and 160A-411; and

WHEREAS, the County and the Town desire to offer each other building inspection services on a continual and as-needed basis as set forth in the attached Interlocal Agreement for Building Inspection Services with the Town of Southern Pines; and

WHEREAS, N.C.G.S. 160A-461 provides, “Any unit of local government in this State and any one or more other units of local government in this State . . . may enter into contracts or agreements with each other in order to execute any undertaking. The contracts and agreements shall be of reasonable duration, as determined by the participating units, and shall be ratified by resolution of the governing board of each unit spread upon its minutes.”

NOW, THEREFORE BE IT RESOLVED, the Moore County Board of Commissioners approves the attached Interlocal Agreement for Building Inspection Services with the Town of Southern Pines and authorizes the Chairman to sign the same.

This the 2nd day of February, 2016.

Nick J. Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

Laura M. Williams
Clerk to the Board

[SEAL]