

**Village of Whispering Pines Village Council
Regular Meeting Agenda
March 12, 2025 6:00 p.m.**

The Council meeting will be livestreamed on the Village website, www.vwpsc.org. Written comments (limited to 350 words) submitted to the Village Clerk, clerk@vwpsc.org, prior to 4:00 p.m. on March 12th will be read by the Clerk during the meeting. Written comments must contain the name and / or address of the person submitting the comments.

Call to Order with Pledge of Allegiance

Adoption of the Agenda

Conflict of Interest: Does any Council member have a conflict of interest concerning any item on this agenda?

General Public Comments (**See separate sheet for procedures**)

Introduction of newly hired Police Department and Fire Rescue Department Personnel

Consent Agenda: The items listed under the consent agenda will be considered as one action.

1. Approval of the Minutes: February 1, 2025 Council Retreat, February 12, 2025 regular meeting, and February 26, 2025 Council work session
2. Consider Thagard Dam Replacement Capital Project Budget Amendment #2
3. Consider authorizing the Manager to execute the Carolina Water Service lease agreement
4. Consider Budget Ordinance Amendment #9 for FY ending June 30, 2025 – Blue Lake Dam Maintenance
5. Consider proposed amendment to Chapter A of the Code of Ordinance pertaining to membership requirements for the Tree and Open Space Board

Public Hearing:

1. Solicit citizen input on a proposed amendment to the LDO pertaining to permitted and special uses allowed in the Residential Agricultural (RA) district

Report from Village Manager:

Unfinished Business:

1. Consider draft statement of plan consistency and proposed amendment to the LDO pertaining to screening materials, height, viewpoint and items requiring screening

New Business:

1. Consider draft statement of plan consistency and proposed amendment to the LDO pertaining to fence heights in the Residential Agricultural District
2. Consider Spring Valley Dam Spillway Repairs Capital Project Budget Ordinance Amendment #1
3. Consider authorizing the Village Manager to execute Roberson's Unique Sanitation Contract renewal

Informal Discussion / Public Comment

Work Session agenda items:

*Birdie / Bogie Stormwater – McGill Associates Task Order

*Review proposed amendment to the LDO pertaining to permitted and special uses allowed in the RA district

*MPO Action Item Update

Adjourn:

The next regular meeting of the Whispering Pines Village Council is scheduled for
Wednesday, April 9, 2025 at 6:00 p.m.

**Village of Whispering Pines
Village Council
Retreat Minutes**

Date: February 1, 2025	Call to Order: Mayor Harris	Time: 9:00 a.m.	Adjourn: 11:58 p.m.
Council present: Mayor Harris, Mayor Pro Tem Hutchinson, Councilwoman Kaminsky, Councilwoman Mullennix and Councilman Slyman		Staff present: Village Manager John DeMasi, Village Clerk / Zoning Administrator Linda Christopher, Public Works Director Bob Kissinger and Fire Rescue Chief Rich Lambdin	
Topic:	Discussion:	Action / Follow-up:	
Facility Master Plan	The Manager provided an overview of Village facilities.	It was agreed that further discussion regarding a new community building would not occur until after the Thagard Dam replacement is complete.	
Capital Reserve Major Repair Fund	The Manager provided an overview of the CRMRF, which included the priority projects of Thagard Dam, Spring Valley Dam, Birdie / Bogie Stormwater and Pine Lake Dam Spillway. The Manager commented that 3 cent tax increase, to be dedicated to the CRMRF will be proposed.	A representative from McGill Associates will be in attendance at the February Work Session to provide an update on the project.	
Fund Balance Policy	An overview of the Fund Balance Policy was provided.		
Unassigned Fund Balance	The Manager provided an overview of unassigned fund balance. It appears the current FY will end with approximately \$300K additional funds. Options to consider were provided: <ul style="list-style-type: none"> • Do nothing until budget prep (Staff's recommendation) • Move forward with pickleball court (\$275,506) • Transfer to CRMFR 	This will be discussed again during budget preparation for FY 2025-2026.	

	<p>Mayor Harris commented that ‘needs’ should be considered before ‘wants’</p>	
Sluss-Tiller Proposed Projects	<p>Public Works Director Bob Kissinger provided an overview of the lake level monitoring system options submitted by Sluss-Tiller.</p> <p>Staff’s recommendation would be to move forward with the HOBO option, which is solar powered and has add-on options, for Spring Valley, Thagard, Pine, Shadow and Whisper lakes.</p> <p>Bob Kissinger provided an overview of the WP Trail Project; Ways Forward submitted by Sluss-Tiller</p>	<p>It was suggested to purchase one for Thagard Lake as a test before purchasing for all the larger lakes.</p> <p>The Council agreed by consensus for this item to be included in the proposed 2025-2026 budget.</p> <p>Following discussion, it was agreed that the Council would consider adding wording to the Recreation and Open Space Master Plan pertaining to trails.</p> <p>Bob Kissinger was asked to set up a meeting with NCDOT regarding a walking trail along Niagara Carthage Road from Pine Lake Drive to Lakeview Drive.</p> <p>Bob Kissinger was asked to obtain a quote for a feasibility study for the Niagara Carthage Road walking trail.</p>
Provide feedback on draft Land Use Plan proposal from PZ Board	<p>A draft plan was provided for the Council’s review and feedback.</p> <p>PZ Board Charman Rich Crotty and PZ Board member Bruno Decaudin provided an overview of the draft document.</p>	<p>The Council provided overall positive feedback on the draft document and provided the following suggestions:</p> <ul style="list-style-type: none"> *encourage continued agricultural use in the ETJ *consider a RA10 zoning district *Consider expanding the ETJ *Look into obtaining a WP zip code and a post office

		*Consider different allowed uses for possible RA5 or RA10 districts *Consider adding a Planned Unit Development (PUD) district
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Pamela Harris, Mayor

Linda M. Christopher, Village Clerk

DRAFT

**Village of Whispering Pines
Village Council
Regular Meeting Minutes**

Date: February 12, 2025	Call to Order: Mayor Harris	Time: 6:00 p.m.	Adjourn: 6:56 p.m.
Council present: Mayor Harris, Mayor Pro Tem Hutchinson, Councilwoman Kaminsky, Councilwoman Mullennix and Councilman Slyman		Staff present: Village Manager John DeMasi, Village Clerk / Zoning Administrator Linda Christopher, Public Works Director Bob Kissinger, Finance Officer Jonna Depugh, Fire Rescue Chief Rich Lambdin and Police Chief Jason Graham	
Topic:	Discussion:	Action / Follow-up:	
Adoption of the Agenda		A motion was made by Mayor Harris, second provided by Mayor Pro Tem Hutchinson to adopt the agenda as presented. Motion approved. (5-0)	
Conflict of Interest: Does any council member have a conflict of interest concerning any item on this agenda?	No conflicts of interest were identified.		
General Public Comments	No public comments provided		
Consent Agenda: The items listed under the consent agenda will be considered as one action. 1. Approval of the Minutes – January 8, 2025 regular and closed session, January 14, 2025 special closed session, January 22, 2025 work session and closed session, and January 27, 2025 special closed session 2. 2025 Arbor Day Proclamation	Draft minutes and a draft proclamation were provided for the Council’s review and consideration.	A motion was made by Mayor Pro Tem Hutchinson, second provided by Councilwoman Kaminsky to approve the consent agenda items as submitted. Motion approved. (5-0)	

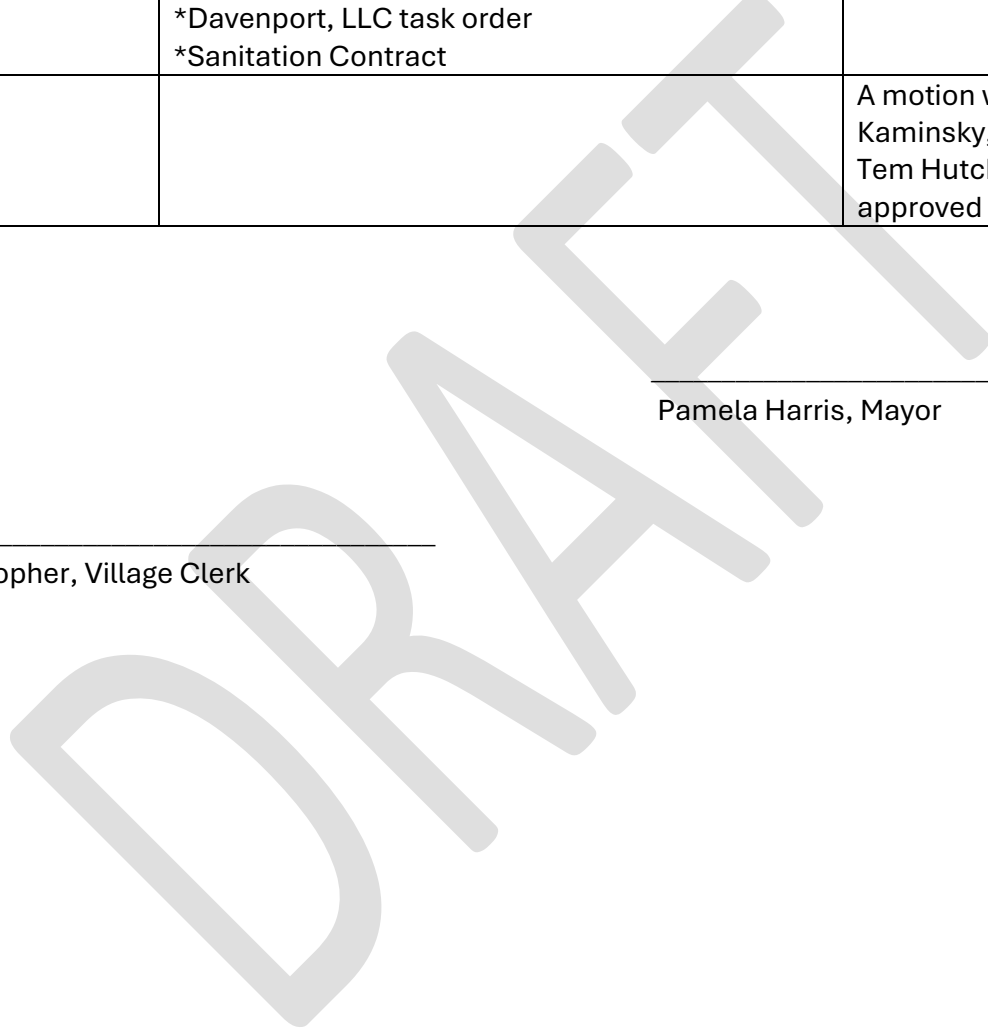
<p>Public Hearings:</p> <p>1. Solicit citizen input on a proposed amendment to the LDO pertaining to fence heights in the Residential Agricultural District</p> <p>2. Quasi-Judicial: Special Use Permit application, submitted by Noel Roberts – 3190 Niagara Carthage Road, for agricultural livestock</p>	<p>Mayor Harris provided an overview of the public hearing process and opened the public hearing.</p> <p>No comments provided.</p> <p>Mayor Harris asked if any council members had a conflict of interest pertaining to this application and if there was any ex-parte communication to be disclosed. No conflicts or ex-parte communication were identified.</p> <p>Ms. Roberts, the applicant, and Village Zoning Administrator Linda Christopher were sworn in by Mayor Harris.</p> <p>Linda Christopher provided an overview of the application received and the requirements of the LDO.</p>	<p>The public hearing was closed at 6:04 p.m.</p> <p>All Council questions were answered by the applicant.</p> <p>The hearing was closed at 6:19 p.m.</p>
<p>Report from Village Manager:</p>	<p>A written report was submitted, which is hereby incorporated by reference and made a part of these minutes.</p> <p>The Manager highlighted the items listed in the written report.</p>	
<p>Unfinished Business:</p>	<p>No items of unfinished business presented</p>	
<p>New Business:</p>		
<p>1. Consider Special Use Permit application pertaining to Agricultural Livestock</p>	<p>The Council was provided with a copy of the application and the Zoning Administrator’s overview of the LDO requirements.</p> <p>It was suggested that two conditions be added to the special use permit; 1) if the chickens are reported and overserved running loose on three separate occasions over the course of a one-year period, the special use permit will be revoked,</p>	<p>A motion was made by Mayor Pro Tem Hutchinson, second provided by Councilman Slyman to approve the special use permit with the two conditions added. Motion approved (5-0)</p>

	and 2) Applicant shall adhere to all state and federal laws pertaining to small flocks	
2. Consider application to rezone parcel 20240066, a 32-acre parcel located off Vass Carthage Road in the Whispering Pines ETJ, from RA to RS to allow for a 25-lot subdivision	The Council was provided with a copy of the application, a draft statement of plan consistency and a draft ordinance to amend the official Whispering Pines Zoning Map	Following a brief discussion, a motion was made by Mayor Harris, second provided by Councilwoman Mullennix to approve the statement of plan consistency as submitted and deny the request to rezone parcel 20240066. Motion approved (4-1, Slyman)
3. Consider revision to the Whispering Pines Recreation and Open Space Master Plan	The Council was provided with the proposed wording changes. A few revisions were suggested and noted.	A motion was made by Mayor Pro Tem Hutchinson, second provided by Mayor Harris to approve the revision to the Recreation and Open Space Master Plan as amended. Motion approved (5-0)
4. Consider Budget Ordinance Amendment #7 for FY ending June 30, 2025 – Insurance Settlement	The Council was provided with a draft budget ordinance amendment.	A motion was made by Mayor Pro Tem Hutchinson, second provided by Councilwoman Mullennix to approve budget ordinance amendment #7 as submitted. Motion approved (5-0)
5. Consider Budget Ordinance Amendment #8 for FY ending June 30, 2025 – Powell Bill Funds	The Council was provided with a draft budget ordinance amendment.	A motion was made by Mayor Harris, second provided by Mayor Pro Tem Hutchinson to approve budget ordinance amendment #8 as submitted. Motion approved (5-0)
Informal Discussion / Public Comments Work Session Agenda Items	No comments provided *Review proposed amendment to pertaining to fence heights in the RA district *Continue review of proposed screening amendment *Continue discussion regarding annexation agreements	Councilwoman Kaminsky asked that a discussion item regarding extending the ETJ be added to the work session agenda

	<ul style="list-style-type: none">*Continue discussion regarding Military Monument*Birdie / Bogie Stormwater – McGill Associates*Davenport, LLC task order*Sanitation Contract	
Adjourn:		A motion was made by Councilwoman Kaminsky, second provided by Mayor Pro Tem Hutchinson to adjourn. Motion approved (5-0)

Pamela Harris, Mayor

Linda M. Christopher, Village Clerk



**Village of Whispering Pines
Village Council
Work Session Minutes**

Date: February 26, 2025	Call to Order: Mayor Harris	Time: 2:00 p.m.	Adjourn: 5:59 p.m.
Council present: Mayor Harris, Mayor Pro Tem Hutchinson, Councilwoman Kaminsky, Councilwoman Mullennix and Councilman Slyman		Staff present: Village Manager John DeMasi, Village Clerk / Zoning Administrator Linda Christopher, Public Works Director Bob Kissinger, Finance Officer Jonna Depugh, Fire Rescue Chief Rich Lambdin and Police Chief Jason Graham	
Topic:	Discussion:	Action / Follow-up:	
Village Staff / Agenda Items			
A. Birdie / Bogie Stormwater – McGill Associates	Cameron Long, McGill Associates, provided an overview of two alternatives to assist with the stormwater in the Birdie / Bogie area. McGill Associates recommend Alt 1 – 10-year storm design with an estimated cost of \$1,646,000	Council agreed by consensus to Alternative 1 – 10-year design. The Village Manager was asked to reach out to CCWP about a stormwater easement. The next step will be to consider a task order from McGill Associates for design, engineering, permitting and bidding.	
B. Thagard Dam Replacement Capital Project Budget Amendment #2	A draft budget amendment was provided for the Council's review.	Following a brief discussion, the Council agreed by consensus that this item could be placed on the March agenda for consideration.	
C. Blue Lake Dam Repairs	A draft budget amendment was provided for the Council's review.	Following a brief discussion, the Council agreed by consensus that this item could be placed on the March agenda for consideration.	
D. Review proposed amendment pertaining to fence heights in the RA district	A draft ordinance amendment was provided for the Council's review.	Following a brief discussion, the Council agreed by consensus that this item could be placed on the March agenda for consideration.	

E. Continue discussion regarding Military Monument	Public Works Director Bob Kissinger provided a scaled down version of a memorial that could be completed with funds available. The Council also reviewed the original proposal.	Following discussion, it was agreed that the name would be Veteran's Memorial and that another push for donations would be made to move forward with the original proposal.
F. Discuss Sanitation Contract renewal	The Village Manager provided an overview of negotiations for the upcoming contract renewal and the agreed upon rates.	The Council agreed by consensus that this item could be placed on the March agenda for consideration.
G. Review proposed amendment to Chapter A pertaining to the Tree and Open Space Board	A draft text amendment was provided for the Council's review.	The Council agreed by consensus that this item could be placed on the March agenda.
H. Miscellaneous Updates	The Manager stated that a review of costs associated with the old rescue squad building has been completed and that the \$450 a month office rent paid by Carolina Water Service covers the Village expenditures on the building.	
Council Items		
A. Continue review of proposed amendment pertaining to screening materials, height, viewpoint and items requiring screening	The most recent version of the proposed amendment was provided for the Council's review. Three minor wording revisions were suggested and noted.	The Council agreed by consensus that this item, as revised, could be placed on the March agenda for consideration.
B. Continue discussion regarding annexation agreements with bordering municipalities	No additional information was provided and no discussion held.	This item will be held over until a decision on extending the ETJ has been reached.
C. Discuss extending the Whispering Pines ETJ	Councilwoman Kaminsky shared information regarding the current ETJ boundaries and areas where the ETJ could be extended up to the one-mile limit.	Following a brief discussion, the Council agreed by consensus to ask the Zoning Administrator to forward this item to the PZ Board.
D. Discuss MPO action items	The Village Manager provided an overview of action items being considered by the SMPO governing board. 1. SMPO Carbon Reduction Program Funds	Council members were asked to bring ideas to the next meeting and agreed by consensus to a 'yes' vote for the Unified Planning Work Program.

	<p>2. 2026-2035 State Transportation Improvement Plan (STIP)</p> <p>3. Unified Planning Work Program</p>	
E. Discuss House Bill 24	<p>Mayor Pro Tem Hutchinson commented that a new Bill, House Bill 24, has been filed which proposes to eliminate the downzoning restrictions / limitations across the State.</p>	
F. Discuss the possibility of a closed session to discuss council working relationship	<p>Mayor Harris suggested a closed session to discuss the Council’s working relationship. The Village Clerk stated that this would not qualify for a closed session in accordance with NCGS.</p>	<p>The Council requested that the Village Manager confirm with the village attorney if this would be allowed under a closed session.</p>
Adjourn:		<p>A motion was made by Councilwoman Kaminsky, second provided by Councilwoman Mullennix to adjourn. Motion approved (5-0)</p>

 Pamela Harris, Mayor

 Linda M. Christopher, Village Clerk



VILLAGE OF WHISPERING PINES

Council Meeting Agenda



FROM: John DeMasi, Manager

SUBJECT: Thagard Dam Replacement Capital Project Budget Ordinance Amendment #2

MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Consider Thagard Dam Replacement Capital Project Budget Ordinance Amendment #2 (attached) and Davenport Public Finance Letter Agreement (attached). This ordinance amendment transfers \$42,600 from the Capital Reserve Major Repair Fund (CRMRF) to the project for "Phase 1" financial advisory services as described in the agreement.

Motion: *"I move to approve Thagard Dam Replacement Capital Project Budget Ordinance Amendment #2 as presented".*

BACKGROUND

At the Council work session on January 22, 2025, Mitch Brigulio, Senior Vice President, Davenport Public Finance, provided an overview of options that the Village can pursue and consider financing the Thagard Dam Replacement Project. Options include a USDA loan, bank financing, and/or a bond issuance, all of which will require a variety of professional financial expertise.

RECOMMENDATION SUMMARY

Staff recommend the Council approve the ordinance as presented.

BENEFIT/JUSTIFICATION

Retaining the services of Davenport is essential to ensure the Village can identify, pursue, and consider all financing options, and ultimately choose the best financing option to move the project forward.

IMPLEMENTATION/MOVING FORWARD

Contingent upon Council approval, BOA #2 will be executed and the Manager will execute the agreement.

FUNDING SOURCE/FINANCIAL INFORMATION

The funding source for the project is the CRMRF with an estimated available balance of \$3,819,454, as of December 31, 2024. BOA #2 for \$42,600 includes \$1,000, for customary direct out-of-pocket expenses, i.e., mileage at the prevailing federal rate.

SUPPORTING ATTACHMENTS

Draft Thagard Dam Replacement Capital Project Budget Ordinance Amendment #2
Davenport Public Finance Letter Agreement

DRAFT

VILLAGE OF WHISPERING PINES
THAGARD DAM REPLACEMENT
CAPITAL PROJECT BUDGET ORDINANCE AMENDMENT # 2

BE IT ORDAINED by the Governing Board of the Village of Whispering Pines, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The capital project is authorized by the Governing Board of the Village of Whispering Pines to execute and complete the replacement of Thagard Dam as referenced in the Village’s 20-year Capital Improvement Plan.

Section 2. The following amount is appropriated for the project:

	<u>Increase</u>	<u>Decrease</u>
51-420-7650 CIP: Financial Advisory Services	\$ 42,600	

The following revenue is available to begin the project:

51-190-3920 Transfer from Capital Reserve Major Repair Fund	\$42,600
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Section 3. The following amount is expended from the Capital Reserve Major Repair Fund for the capital project:

20-660-9051 Transfer to Thagard Dam Replacement CIP	\$ 42,600
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The following revenue is available to transfer:

20-190-3900 CRMRF -Fund Balance Appropriated	\$ 42,600
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Section 4. The Finance Officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy all financial reporting requirements.

Section 5. The Finance Officer is directed to include a detailed analysis of all costs and revenues on this capital project in every budget submission made to the Governing Board.

Section 6. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board and the Finance Officer for direction in carrying out this project.

Adopted this 12th day of March, 2025.

Linda M. Christopher, Clerk

Pamela Harris, Mayor

February 6, 2025

Mr. John DeMasi
Village Manager
Village of Whispering Pines, NC
10 Pine Ridge Drive
Whispering Pines, NC 28327

Dear Mr. DeMasi:

On behalf of my colleagues at Davenport & Company LLC (“Davenport”), we are pleased to provide this Letter Agreement (“Agreement”) to the Village of Whispering Pines, NC (the “Village”) to provide general financial advisory services including but not limited to financial reviews and capital planning. This Letter agreement outlines Davenport’s proposed compensation for Financial Advisory Services related to Capital Planning/Non-Transactional Services. Specific to the initial engagement (“Phase 1”) to be completed prior to December 31, 2025, Davenport would propose the scope of work and not-to-exceed fee outlined in Addendum #1.

For Capital Planning/Non-Transactional Financial Advisory Services, Davenport’s financial advisory fee will be based on the schedule of hourly rates shown below (subject to annual CPI adjustment) and the actual time required to complete the work requested by the Village, unless otherwise agreed upon.

- Senior Vice President \$325
- First Vice President \$300
- Vice President \$275
- Associate Vice President / Analyst \$250

Financial Advisory fees shall be paid upon completion of the task requested by the Village. Customary direct out-of-pocket expenses (meals, lodging, and mileage) will be billed at cost. Either party may terminate this agreement with 30-day written notice. Davenport will be reimbursed for its out-of-pocket expenses and services provided prior to termination.

Please let us know if you have any questions or would like to discuss.

Sincerely,



Ted Cole
Senior Vice President
Davenport Public Finance



Mitch Brigulio
Senior Vice President
Davenport Public Finance

Accepted By:

John DeMasi
Village of Whispering Pines, NC

Addendum #1 to Financial Advisory Agreement between the Village of Whispering Pines, NC and Davenport & Company LLC

Phase 1: Scope of Services specific to the Village's Dam Project

Davenport, serving as the Village's Financial Advisor, would be responsible for coordinating various aspects of the planning work related to the Village's Dam Project (the "Project"). These activities would include but not necessarily be limited to the following:

Part I: Financial Planning and assistance with USDA Approval Process

1. Participate on staff calls and/or meetings to discuss Project details and related items.
2. As requested by the Village, coordinate with USDA to assist with USDA funding process, approval, schedule, etc.
3. Assist the Village in evaluating the financial impact of issuing debt to fund the Project, assist the Village in evaluating its ability to repay debt, analyzing existing revenues and estimating the future tax equivalent impact of issuing future debt, if any. Provide updates as market conditions change.
4. Run scenario analyses as requested by the Village to evaluate the financial impact of:
 - a. Funding options (USDA loan, bank financing, and bond issuance)
 - b. Amortization terms (e.g., 20-30 years);
 - c. Cash/Debt funding mix; and
 - d. Interest rates.
5. As requested by the Village, assist with the USDA application process, including review/assistance with the Financial Feasibility Report, which will be prepared by a CPA firm selected by the Village.
6. Develop a recommended Plan of Finance for the Project and present this Plan to the Village Council, other stakeholders including USDA and Local Government Commission ("LGC") staff for review and comment.
7. Position the Village to secure capital funding for the project when needed.
8. Attend Village Council meetings, Local Government Commission meetings, and staff calls, as requested.

Compensation

Based upon the information provided herein as well as our knowledge of the proposed Project and financing objectives, Davenport proposes that our compensation be structured as follows:

For these services, Davenport will charge based upon the hourly rates included in the Agreement, subject to a not-to-exceed cap of \$41,600 provided that the scope of work is completed by December 31, 2025. Should the scope of work evolve beyond what is currently contemplated or should the engagement term extend beyond December 31, 2025, a mutually acceptable alternative compensation approach may be negotiated. Additionally, customary direct out-of-pocket expenses, including mileage at the prevailing federal rate, meals, and lodging will be billed at cost.



VILLAGE OF WHISPERING PINES

Council Meeting Agenda



FROM: John DeMasi, Manager

SUBJECT: Lease Renewal for CWS Office Space

MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Consider the draft Lease Agreement (attached) between the Village and Carolina Water Service (CWS) of North Carolina for office space within the old rescue squad building at 1320 Rays Bridge Road.

Motion: *“I move to approve the lease agreement with Carolina Water Service of North Carolina and authorize the Manager to execute same.”*

BACKGROUND

The terms of the Lease are the same and include the right for the Village to terminate the Lease at any time upon ninety (90) days’ written notice.

RECOMMENDATION SUMMARY

Staff recommends the Council approve the Lease Agreement, which extends the agreement by one (1) year (through June 30, 2026).

BENEFIT/JUSTIFICATION

Having CWS staff readily available in the Village enhances their ability to respond to emergency issues as well as non-emergency resident issues.

IMPLEMENTATION

Continent upon Council approval, the Manager will execute the lease agreement with CWS.

FUNDING SOURCE/FINANCIAL INFORMATION

Staff has reviewed the utility expenditure for the past year and confirmed that the monthly rent amount of \$450 is sufficient to cover the annual utility cost.

SUPPORTING ATTACHMENTS

Draft Lease Agreement

NORTH CAROLINA
COUNTY OF MOORE

LEASE AGREEMENT

This lease agreement is entered into this 1st day of July, 2025, by and between the Village of Whispering Pines, North Carolina, a North Carolina municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as “the Village”) as lessor, and Carolina Water Service, Inc. of North Carolina, hereinafter referred to as CWS, a North Carolina corporation with its principle offices in Charlotte, North Carolina, as lessee;

WITNESSETH:

WHEREAS, the Village of Whispering Pines is the owner of certain real property located at 1320 Ray’s Bridge Road, Whispering Pines, North Carolina, whereon there is located certain improvements including a building (hereinafter referred to as “the building”) formerly used as the home of the Whispering Pines Rescue Squad, Inc.;

WHEREAS, the Village is not currently in need of the building for its operations;

WHEREAS, CWS is the provider of water to residents and businesses within the Village of Whispering Pines and is desirous of office space within the Village;

WHEREAS, the Village has determined that it is in the best interests of the Village and the citizens thereof, to lease a portion of the building located at 1320 Ray’s Bridge Road to CWS as a local office to facilitate CWS’s local operations, including the provision of water to the Village;

WHEREAS, the acceptance of this Lease for and on behalf of the Village has been duly approved by the Village Council;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Lease and for other good and valuable consideration, the parties agree as follows:

1. Grant. The Village hereby leases to CWS, and CWS hereby leases from the Village during the Term, an office heretofore agreed mutually agreed upon by the parties, which office is approximately 12’ by 12’ and located within the building located at 1320 Ray’s Bridge Road, Whispering Pines, North Carolina (hereinafter “the Leased Space”) together with the nonexclusive right to use the 23’ by 27’ common area, the kitchen and bathroom, all driveways, aisles, stairways, lanes, sidewalks, entrances, parking spaces and other areas of the facility reasonably necessary or desirable for the use of the Leased Space and for pedestrian and vehicular ingress, egress, and regress to and from the building. The term of this Lease shall commence on the date (the “Commencement Date”) which the parties agree shall be July 1, 2025, provided this Lease Agreement has been fully executed by the parties. The Village reserves the right to occupy, lease or use for storage or other purposes all other areas within the building and on the property. The

rights and obligations of the parties under this Lease shall not commence until the Commencement Date, including CWS' obligations hereunder to pay Rent. During the Term, the Tenant shall, and may peacefully have, hold and enjoy the Leased Space and the other rights granted to CWS hereunder, subject to the terms of this Lease. The commitment from the Village to lease the space will end upon the expiration of the initial Term, unless extended for one additional one-year term, as set forth below.

2. Term. The term of this Lease shall commence at 12:01 A.M. on July 1, 2025, and shall continue for a period of one (1) year terminating on June 30, 2026. Notwithstanding the foregoing, the Village shall have the right to terminate this Lease at any time during the Lease term or any extension thereof upon ninety (90) days' written notice to CWS, and upon such termination each party's rights and obligations under this Lease shall terminate without any liability to the other.

3. Rent.

(a) CWS shall pay monthly rent payments to the Village in advance and on or before the fifth (5th) day of each month for the current month's rent. Said rent payments shall be FOUR HUNDRED FIFTY (\$450.00) dollars per month. If the Commencement Date is other than the first day of a calendar month or if this Lease terminates on other than the last day of a calendar month, then the Rent for such month or months shall be prorated and paid in advance. The payment for such prorated month shall be calculated by multiplying the Rent for such month by a fraction, the numerator of which shall be the number of days of the Term occurring during said commencement or termination month and the denominator of which shall be 30.

(b) Late Charges. Other remedies for non-payment of Rent notwithstanding, any Rent that is not paid within 10 days after the due date shall accrue interest at the rate of three percent (3%) simple interest per month, but not exceeding the maximum rate allowed by law, until paid in full.

(c) No Accord and Satisfaction. No payment by CWS or receipt by the Village of a lesser amount than the Rent due shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or letter accompanying any payment as Rent be deemed an accord and satisfaction. The Village may accept such payment without prejudice to the Village's right to recover the balance of Rent due or to pursue any other remedy.

4. Repairs and Maintenance. The Village shall maintain the building and the Leased Space in good order and repair during the Term. If damage to the building or Leased Space is caused by the act or neglect of CWS, its agents, employees, or contractors, licensees, or sub lessees of CWS, then CWS shall, at the Village's option, repair such damage at CWS' expense or pay the Village the reasonable cost of repairing the damage. The Village agrees that customary use and the wear and tear resulting therefrom shall not give rise to any obligation on CWS' behalf to repair or maintain the Leased Space.

5. Utilities. The Village shall be responsible for providing propane, electricity, and water service to the building, including the Leased Space. CWS shall be responsible for arranging and paying for telephone and cable/internet service to Leased Space.

6. The Village may enter the Leased Space at any time during the Term to perform the Village's obligations under this Lease, to repair and maintain the building and Leased Space, to exercise the Village's rights under this Lease, and to enforce CWS's obligations under this Lease. In addition to the rights of the Village specified in this Section 6, the Village shall also have the right to close the building and Leased Space on a temporary basis to accommodate improvements to same upon the giving of reasonable notice to CWS. Rent shall be pro-rated to credit CWS for time CWS is unable to use the Leased Space due to such closure of the building. In addition, the Village reserves the right to lease additional space within the building to other tenants should the same appear to be in the best interests of the Village, so long as such additional lease(s) would not unreasonably interfere with CWS's use and rights under this lease.

7. Covenants Not Covenants of Officials Individually. No covenant, stipulation, obligation, or agreement by the Village contained in this Lease shall be deemed to be a covenant, stipulation, obligation, agreement, or personal liability of any present or future officer, official, agent, Council member or employee of the Village in such person's individual capacity.

8. Compliance with Laws and Contracts. CWS shall comply with all applicable federal, State, and local statutes, regulations, ordinances, orders, permits, licenses, and requirements, as they may be amended, changed, or adopted from time to time, relating to CWS' duties and obligations under this Lease.

9. Alterations. CWS shall not make any alteration, additions, or other improvement in or to the building or Leased Space without the Village's prior written consent. Any such alterations, additions, or other improvements that are approved by the Village shall become fixtures to the building and the property of the Village immediately upon their installation or attachment to the building.

10. Subordination. This Lease shall always be subject and subordinate to the lien of any deed of trust or other encumbrance(s) that may now or at any time be made upon the building or the Village's interest therein. CWS shall execute and deliver any instrument(s) required in connection with subordinating this Lease to the lien of any such deed of trust or other encumbrance(s) as shall be desired by any party secured thereby.

11. Surrender of Possession; Holding Over. Upon the expiration or earlier termination of the initial Term, or the renewal term if exercised by CWS, CWS shall surrender the Leased Space and all keys to the Village in good order and repair, ordinary wear and tear excepted. If CWS does not surrender possession of the Leased Space at the expiration or earlier termination of the Term, the Village shall be entitled to recover compensation for such use and occupancy at one hundred fifty percent (150%) of the Rent payable prior to the expiration or earlier termination of the Term.

12. Additional Covenants. CWS covenants and agrees: (i) that it will not use the building and Leased Space, including the use of its licensees and sub lessees, in such a manner that will constitute a nuisance and will not interfere, in any material and adverse manner, with the use of the remainder of the building by the Village, its licensees and additional tenants, if any, (ii) to use the Leased Space only for the facilitation of its normal operational needs; (iii) not to strip, damage, or deface the building or leased space or store vehicles or equipment in the building's parking area;

(iv) not to use the building and Leased Space in any manner that is unlawful, noisy, offensive, or injurious to any person or property and shall prohibit such uses in all licensees or subleases of CWS; (v) not to place upon the interior or exterior of the building or Leased Space any placard, sign, or lettering, except for any such signage the Village has approved; and (vi) not to cause in the building, Leased Space or any part of the premises the generation, treatment, storage, or disposal of any hazardous substances or materials or toxic substances of any kind.

13. Indemnity. To the extent permitted by law, the Village and CWS each indemnifies the other against and holds the other harmless from all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this agreement and apply to both legal and administrative proceedings.

14. INSURANCE. CWS shall procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, with a certificate of insurance to be furnished to the Village within 30 days or written request. Insurance shall be provided by companies authorized to do business in the State of North Carolina. CWS will request that such a policy shall provide that cancellation will not occur without at least 15 days prior written notice to the Village. CWS will promptly notify the Village of any notice that CWS' insurance is canceled or reduced.

15. CWS' Default. The following shall be deemed defaults by CWS under this Lease:

(a) CWS' failure to pay Rent or make any other payment under this Lease when it becomes due;

(b) The failure or refusal of CWS to perform fully and promptly any act, covenant, or obligation required under this Lease or to comply otherwise with any provision of this Lease;

(c) If CWS' leasehold estate is taken by execution or other process of law;

(d) The entry of an order of relief for CWS by a court of competent jurisdiction under any bankruptcy or insolvency laws;

(e) The entry of an order of appointment by any court or under any law of a receiver, trustee or other custodian of the property, assets or business of CWS;

(f) The assignment by CWS of all or any part of its property or assets for the benefit of creditors other than its stock or other equity interest in an unregulated subsidiary or joint venture;
or

(g) The levy of execution, attachment, or other taking of property (other than CWS' stock or other equity interest in an unregulated subsidiary or joint venture), assets, or interest under this Lease of CWS by process of law or otherwise in satisfaction of any judgment, debt, or claim, unless postponed by appeal, furnishing of bond, or other contest by CWS as permitted by law; or

(h) The failure to obtain and/or keep in force the insurance required by this Lease.

16. CWS' Opportunity to Cure. Upon the occurrence of an event of default contained in paragraph 15 above, if the Village shall provide to CWS written notice of such default, CWS shall have fifteen (15) days from the date that CWS receives the notice to cure the default if the default may be cured solely by the payment of money or 30 days following receipt of notice from the Village with respect to a default which may not be cured solely by the payment of money, then, in either event, the Village may pursue any remedies available to it against CWS under applicable law, including, but not limited to, the right to terminate this agreement. The Village shall not be obligated to provide CWS with a notice of a default more frequently than two (2) times in any twelve (12) month period.

17. Village's Remedies. This Lease shall be enforceable by actions for specific performance or injunction in addition to any other remedies available at law or in equity, including recovery of all attorneys' fees and court costs if Village is the prevailing party in such action. If an Event of Default has occurred, then, subject to the requirements of paragraph 16, the Village may, without further notice or demand, terminate this Lease, and CWS immediately shall surrender the Leased Spaces to the Village; and, if CWS fails to do so, the Village shall have the right, without waiving any other remedy for possession or arrears in payments, to enter upon and take control of the Leased Space and to expel or remove CWS and any other person who may be occupying the Leased Space. Pursuit of any remedy available in law or at equity, shall not preclude the pursuit of any other remedy provided for in this Lease or any other remedy provided in law or equity, nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any amounts due to the Village under this Lease or of any damages accruing to the Village by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. In the event of any early termination of this Lease by the Village, CWS shall remain liable for the Rent to the date of such termination.

18. Re-letting Leased Spaces. If the Village reenters or retakes the Leased Space, all rents received by the Village for re-letting the Leased Space after CWS' default shall be applied first to the payment of such expenses as the Village may have incurred in recovering possession of and re-letting the Leased Space and second to the payment of any costs and expenses incurred by the Village, either for making the necessary repairs to the Leased Space or in curing any default on the part of CWS of any covenant or condition under this Lease. Any remaining rent shall be applied toward the payment of Rent due from CWS, and CWS expressly agrees to pay any deficiency then remaining. The Village shall in no event be liable (nor shall CWS be entitled to any set off) for the Village's failure to re-let the Leased Space, and the Village, at its option, may refrain from terminating CWS' right of possession, and in such case may enforce the provisions of this Lease against CWS for the full Term.

19. The Village's Default. The Village shall be in default of its obligations under the Lease if the Village fails to perform any of its obligations under this Lease.

20. The Village's Opportunity to Cure. Upon the occurrence of an event of default by the Village, the Village shall have thirty (30) days to cure such default from the date it receives notice

from CWS of the event of default. If the nature of the event of default is such that the Village reasonably cannot cure the default within that thirty (30) day period, then the Village shall have an additional reasonable amount of time to cure the event of default provided that the Village has begun its efforts to cure the event of default within that thirty (30) day period and the Village continues its efforts to cure the event of default in a commercially reasonable manner. If the Village fails to cure the default in the time provided in this paragraph such failure shall constitute an event of default (a "Village Default").

21. Tenant's Remedies. Upon the occurrence and during the continuance of any Village Default, CWS shall have the right to pursue any remedy available at law or equity including the right to terminate this Lease. In case of such termination, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. Before exercising its right pursuant to this paragraph to terminate this Lease, CWS shall give the Village the opportunity to cure described in paragraph 20 and five (5) days' notice of its intention, which notice shall distinctly state the Village Default upon which CWS relies, and CWS's right to terminate shall cease if the Village cures the events of default contained in the notice.

22. Punitive, Consequential, or Special Damages. Notwithstanding anything contained in this Lease to the contrary, in no event shall either the Village or CWS or any Person claiming through them be entitled to any special, consequential, or punitive damages pursuant to or as a result of any breach of or default under this Lease by the other party.

23. Except as permitted in this Section, CWS shall not assign this Lease or sublease the Leased Space or any portion thereof or any benefit accruing under this Lease to any party without first obtaining the prior written consent of the Village. Any transaction involving the sale of all or substantially all of CWS' or any affiliate's assets shall not require prior written consent of the Village.

24. No Warranty. CWS accepts the Leased Space from the Village "As Is." CWS and the Village expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this lease, and there are no warranties that extend beyond those expressly set forth in this lease, if any.

25. Survival. It is understood and agreed that whether or not specifically provided herein, any provision of this Lease that by its nature and effect is required to be kept, observed, or performed after the expiration or early termination of this Lease shall survive the expiration or early termination of this Lease and shall remain binding upon and for the benefit of the parties until fully observed, kept, or performed.

26. Notices. All notices, demands, and requests required or permitted under the provisions of this Lease shall, unless otherwise specified, be in writing, sent to the following addresses or to such other address as the party to whom the notice is sent shall have designated in writing in accordance with the provisions of this Section:

As to the Village: Manager Village of Whispering Pines 10 Pine Ridge Drive, Whispering Pines, North Carolina 28327; Facsimile: 910-949-3907.

In addition, notices of pending or threatened litigation involving the Village and notices of alleged defaults by the Village under this Lease shall also be sent to:

T.C. Morphis, Village of Whispering Pines Attorney, 1526 East Franklin Street, Suite 200, P.O. Box 2388, Chapel Hill, North Carolina 27514; Facsimile: 919-942-5742.

As to Tenant: Carolina Water Service of North Carolina, 5821 Fairview Road, Suite 401, Charlotte, North Carolina 28217-1983, ATTN: Donald Denton, President with copy to Allen Wilt, General Counsel.

Notices, demands, or requests delivered pursuant to this Section shall be deemed to have been properly given and provided if delivered by one of the following methods: (i) hand delivery, (ii) delivered by express, registered, or certified mail of the United States Postal Service, return receipt requested, postage prepaid, (iii) delivered by United Parcel Service or Federal Express or (iv) by facsimile transmission with a copy delivered by one of the options contained in (i) through (iii). Each such notice, demand, or request shall be deemed to have been received upon the earlier of the actual receipt (including receipt by fax for which there is a confirmation), refusal by the addressee, three (3) business days after deposit in the custody of the United States Postal Service or the next business day after deposit with the courier if sent pursuant to (iii) but only if next day delivery is selected. A party shall give the other party notice of any change in address, which notice shall not be effective until five (5) days after it is given. If an address is no longer valid so that a notice is not delivered when sent by a method described above, but the party has not given notice of the new address, then that notice sent to that address is deemed delivered by that method three (3) days after it is given.

27. Successors. This Lease shall be binding upon and inure to the benefit of each of the parties hereto and its respective successors and assigns.

28. Severability. If any term, condition, or provision of this Lease is unenforceable, the remainder of this Lease shall be enforceable to the extent permitted by law.

29. Execution in Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

30. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this Lease shall be the North Carolina General Court of Justice in Moore County. Such actions shall not be commenced in nor removed to federal court. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

31. Non-Waiver. No delay or omission by the Village to exercise any right or remedy accruing under this Lease shall impair such right or remedy or be construed to be a waiver thereof, nor shall any such delay or omission constitute approval of or acquiescence in a breach under this Lease by CWS.

32. Entire Agreement; Memo of Lease.

(a) This Lease constitutes the entire agreement between the parties, and all prior or contemporaneous oral or written agreements or instruments are merged in this Lease.

(b) At the request of either the Village or CWS, the other party shall execute and deliver to the other party a Memorandum of Lease, in recordable form and in form and substance reasonably satisfactory to all parties and meeting the statutory requirements for a Memorandum of Lease under North Carolina law.

33. Performance of Government Functions. Nothing contained in this Lease shall be deemed or construed to estop, limit, or impair the Village from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

34. Village policy. The Village of Whispering Pines opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under contracts.

35. No Partnership. Nothing contained in this Lease shall be construed to create or form a partnership or joint-venture between the parties or render either party liable for the debts or obligations of the other.

36. No Third-Party Rights Created. This Lease is intended for the benefit of the Village and CWS and not any other person or entity.

37. Modifications. A modification of this Lease is not valid unless signed by both parties and otherwise in accordance with requirements of law.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed under seal as of the day and year first above written.

VILLAGE OF WHISPERING PINES

By: _____
John DeMasi
Manager

ATTEST:

Linda Christopher
Clerk

[VILLAGE SEAL]

ACKNOWLEDGMENT BY VILLAGE OF WHISPERING PINES

NORTH CAROLINA

COUNTY OF MOORE

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day in the aforesaid County and State, and acknowledged that he or she is the Clerk of the Village of Whispering Pines, a municipal corporation, and that by authority duly given and as the act of the Village, the foregoing Lease was signed in its corporate name by its Manager, sealed with its corporate seal, and voluntarily attested by its said Village Clerk for the purpose stated therein.

Witness my hand and notarial seal or stamp, this _____ day of _____, 2025.

_____ Notary Public

My commission expires:

[NOTARIAL SEAL]

CAROLINA WATER SERVICE OF NORTH CAROLINA

BY: _____

Name: Donald Denton

Title: President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Donald Denton of Carolina Water Service, Inc., a North Carolina corporation, who executed the foregoing instrument on behalf of such corporation.

Witness my hand and seal, this the ___ day of _____, 2025.

_____ Notary Public

My commission expires: _____



VILLAGE OF WHISPERING PINES

Council Meeting Agenda



FROM: John DeMasi, Manager

SUBJECT: Blue Lake Dam Repairs

MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Consider draft Budget Ordinance Amendment (BOA) #9 (attached).

Motion: *"I move to approve Budget Ordinance Amendment #9 as presented".*

BACKGROUND

The Dam Improvement Plan (DIP) was completed in January 2024 and included several recommended repairs/improvements to Blue Lake Dam (see attached).

RECOMMENDATION SUMMARY

Staff recommend Council approve BOA #9 as presented.

BENEFIT/JUSTIFICATION

With Blue Lake currently drawn down, this is an optimal time for Public Works staff to complete the recommended repairs & improvements.

IMPLEMENTATION/MOVING FORWARD

Contingent upon Council approval, BOA #9 will be executed.

FUNDING SOURCE/FINANCIAL INFORMATION

The adopted FY2024-25 Capital Reserve Major Repair Fund (CRMRF) 20-year Capital Improvement Plan (CIP) included \$15,000 for Blue Lake Dam repairs & improvements in the amount of \$15,000. The funding source for BOA #9 is the CRMRF which has a balance of \$3,819,454 as of December 31, 2024.

SUPPORTING ATTACHMENTS

Draft Budget Ordinance Amendment #9
Dam Improvement Plan (Blue Lake Recommendation)

DRAFT

Village of Whispering Pines
Whispering Pines, NC
Budget Ordinance Amendment #9

BE IT ORDAINED by the Governing Board of the Village of Whispering Pines, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

	<u>Debit</u>	<u>Credit</u>
10-420-7721 Blue Lake Dam Repairs	\$15,000.	

This will result in an increase of \$15,000 to the expenditures of the General Fund. To balance the general fund budget, the following revenue will be increased.

10-190-3920 Transfer from CRMRF		\$15,000.
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Section 2. The above transfer of funds will result in an amendment to the Capital Reserve Major Repair Fund (CRMRF), the expenditures are to be changed as follows:

20-660-9022 Transfer to General Fund	\$15,000.	
20-190-3900 Fund Balance Appropriated		\$15,000.

Section 3. This Budget Ordinance Amendment will budget funds to complete improvements and repairs at Blue Lake as described in the Dam Improvement Plan. The funding comes from the CRMRF.

Section 4. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, and to the Finance Officer for their direction.

Adopted this 12th day of March, 2025.

Linda M. Christopher
Village Clerk

Pamela Harris
Mayor

RECOMMENDED IMPROVEMENTS

To maintain a high level of reliable functionality, each dam within Whispering Pines should be continually inspected and maintained in accordance with the current Operation and Maintenance (O&M) Manual. The following improvements are recommended in addition to normal maintenance and inspection activities. All references to left/right mentioned in this report should be interpreted to mean left side/right side standing on the dam and looking downstream.

Blue Lake

Based on field observations, the dam looked to be in reasonably good condition with no signs of major concerns. A few spots of thin grass cover were observed, requiring additional seeding (routine maintenance item). The previous flat top trash rack with large openings had been replaced with a new conical shape rack that does not allow debris into the structure. However, according to input from the Village, the new rack is getting clogged frequently. A retrofit could consist of removing every other rung on the rack to strike a balance between the previous large openings and current narrow ones. The rack and structure should be monitored to ensure no large debris are entering the structure, which could clog the outlet pipe or damage the valve. According to the Village, the low-level drain is not functioning due to sediment. Sediments should be cleared to ensure the drain is operational. The drain should be exercised and maintained as indicated in the O&M manual. The cost of the recommended improvements is estimated at \$15,000.



Cardinal Lake

Seepage concerns along the right groin of the dam have been addressed by the permitting and installation of an underdrain that appears to be functioning as designed. Several bare spots were observed on the embankments, requiring seeding. Surficial ruts/depressions in the gravel path atop the dam should be filled to avoid creating concentrated runoff paths and erosion. Minor erosion was noted atop the newly installed underdrain and will require stabilization. It is recommended to install a



**VILLAGE OF WHISPERING PINES
Council Meeting Agenda**



FROM: Linda Christopher, Village Clerk
SUBJECT: Proposed Amendment to Chapter A
MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Consider proposed amendment to Chapter A of the Code of Ordinance pertaining to membership requirements for the Tree and Open Space Board.
'I move to approve the amendment to Chapter A pertaining to the Tree and Open Space Board membership as submitted.'

BACKGROUND

Chapter A, Article IV, Section 9 of the Whispering Pines Code of Ordinances outlines the membership requirements of specific Village boards and committees.

The current membership requirement for the Tree and Open Space Board is four (4) village members and one (1) ETJ member. One alternate village member is also allowed.

RECOMMENDATION SUMMARY

I am recommending the Council consider the proposed amendment to change the Tree and Open Space Board membership to five (5) village members and remove the requirement for an ETJ member. The ETJ member position has been vacant, and no volunteer applications have been received to fill this position.

The powers and duties of the Tree and Open Space Board apply to Village owned property only, not private property. Since the Village does not own or maintain property within the ETJ, the requirement for an ETJ member is not necessary.

I discussed this proposed amendment with the Tree and Open Space Board at their February 18th meeting. The Board unanimously agreed that the proposed amendment should be considered for approval.

BENEFIT / JUSTIFICATION

As we are preparing to begin the process of accepting volunteer applications for the upcoming year, it would be beneficial to have this amendment in place prior to the advertisement for vacancies.

IMPLEMENTATION

The proposed amendment will become effective upon approval.

FUNDING SOURCE/FINANCIAL INFORMATION

SUPPORTING ATTACHMENTS

Proposed ordinance amendment

**AN ORDINANCE AMENDING CHAPTER A OF THE
CODE OF ORDINANCE PERTAINING TO THE
TREE AND OPEN SPACE BOARD MEMBERSHIP**

THE WHISPERING PINES VILLAGE COUNCIL HEREBY ORDAINS:

Statement 1. Chapter A, Article IV, Section 9 – Specific Boards, subsection 9.3 is amended to read as follows:

9.3 Tree and Open Space Board

A. Membership. The Tree and Open Space Board (hereinafter referred to as TO Board) shall consist of:

1. **Five (5)** ~~Four (4)~~ regular members appointed by the Council and residing in the Village; and
2. ~~One (1) regular member appointed by the Board of Commissioners upon the recommendation of the Council, who shall reside in the ETJ; and~~
3. One (1) alternate member appointed by the Council and residing in the Village; and
4. The Zoning Administrator and Public Works Director shall serve as ex-officio members of the Tree Board.

Statement 2. All provisions of any Village ordinance or resolution in conflict with this ordinance are hereby repealed.

Statement 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly approved this 12th day of March 2025.

Ayes: _____ Noes: _____ Absent: _____

Pamela Harris, Mayor

ATTEST:

Linda M. Christopher, Village Clerk



**VILLAGE OF WHISPERING PINES
Council Meeting Agenda**



FROM: Linda Christopher, Zoning Administrator
SUBJECT: LDO amendment pertaining uses within the RA district
MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Receive public comments only.

This public hearing was properly noticed in accordance with Village ordinances and the NCGS.

BACKGROUND

At the November, December and January meetings of the Planning and Zoning Board, the Board reviewed and discussed a proposed amendment to LDO to allow additional permitted and special uses within the RA district, to include some small commercial uses currently reserved for the Neighborhood Shopping (NS) district

RECOMMENDATION SUMMARY

The Planning and Zoning Board discussed and reviewed the proposed amendment over three meetings. Finding the proposed amendment to be consistent with Village plans, a recommendation was made in the form of a motion at the January 2025 meeting. The motion was approved unanimously.

'A motion was made by Mike Boyle, second provided by Bruno Decaudin that the proposed amendment, which is in the best interest of the Village, be recommended for approval.'

BENEFIT / JUSTIFICATION

The proposed amendment would allow for growth / development in the ETJ other than residential subdivisions and possibly provide additional options for Village residents.

IMPLEMENTATION

The proposed amendment will become effective upon approval.

FUNDING SOURCE/FINANCIAL INFORMATION

None

SUPPORTING ATTACHMENTS

Proposed ordinance amendment
PZ Board written recommendation

As recommended by PZ Board 1/15/25

**AN ORDINANCE AMENDING CHAPTER 5 OF THE
WHISPERING PINES LAND DEVELOPMENT ORDINANCE
PERTAINING TO RESIDENTIAL AGRICULTURAL LAND USES**

THE WHISPERING PINES VILLAGE COUNCIL HEREBY ORDAINS:

Statement 1. Land Development Ordinance Section 5.3.2 – Residential and Agricultural District is amended to read as follows:

Section 5.3.2 RA – Residential and Agricultural District

This is established as a District in which the principal use of land is for low-density residential and agricultural purposes. In promoting the general purposes of this Ordinance, the specific intent of this District is: 1) to permit the development and continued use of the land for low density residential and low intensity agricultural purposes; 2) to ~~limit~~ **prohibit** commercial and industrial use of the land and to ~~prohibit~~ any other use **of land** which would substantially interfere with the development or continuation of dwellings and low intensity agriculture in the District; 3) ~~to encourage the discontinuance of existing uses which would not be permitted as new uses under the provisions of this District;~~ 4) to discourage any use which would generate traffic on minor streets other than normal traffic to serve the residences and small farms on those streets; and 5) to ensure that residential development not having access to public water supplies and dependent upon on site waste water treatment for sewage disposal will occur at sufficiently low densities to ensure a healthful environment.

Statement 2. Land Development Ordinance Section 5.4 – Table of Permitted and Special Uses is amended to read as indicated on Attachment A.

Statement 3. Land Development Ordinance Section 16.2 - Definitions is rewritten to include the following definitions:

COMMERCIAL – business activities related to buying and selling goods or services to individual consumers or general public

INDUSTRIAL — ~~activities related to manufacturing, production or processing of goods for businesses~~

Statement 4. All provisions of any Village ordinance or resolution in conflict with this ordinance are hereby repealed.

Statement 5. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly approved this __ day of _____, 2025.

Ayes:

Noes:

Absent or Excused:

Pamela Harris, Mayor

ATTEST:

Linda M. Christopher, Village Clerk

Ordinance # ?? Attachment A
12/18/24

Uses	DISTRICTS										
	REC	RA	RS	RS/H	RM	OP	AC	NS	GOV	SR	
Office						P		S			
Open Space	P	P	P	P	P	P	P	P	P		
Outdoor Performance Area	S	S				S		S	P		
Outdoor Recreation Facility	S	S							P		
Outdoor Storage Facility		S						S	P		
Outdoor Storage Yard Operation (WCF)		S									
Overnight Accommodations Facility	S					S					
Park, Public	P	P	P	P	P	P	P	P	P		
Personal Service		S				S		S			
Portable On-Site Storage	P	P	P	P	P	P	P	P	P	7	
Public Safety Station	S	S	S	S	S	S	S	S			
Public Utility Facility	S	S	S	S	S	S	S	S	P		
Recreation Area	P	S							P		
Recreation Center	P	S							P		
Religious Institution		S									
Restaurant		S						S			
Retail, 8,000 sf and less		S				S		S			
Retail, more than 8,000 sf								S			
School		S									
Service Station								S			
Sexually Oriented Business								S	S	15	
Shopping Center								S			
Solar Panels	P	P	P	P	P	P	P	P	P	6	
Temporary Buildings and Uses	P	P	P	P	P	P	P	P	P	8	
Veterinary Office		S				S		S			

RECOMMENDATION

To: Village Council

From: Planning and Zoning Board

Re: Proposed amendment regarding permitted and special uses in RA districts

BACKGROUND

At the November, December and January meetings of the Planning and Zoning Board (Board), the Board discussed and reviewed ordinances and the table of permitted uses pertaining to uses allowed in the Residential Agricultural (RA) district.

DISCUSSION

The Board reviewed a proposed amendment and agreed that expanding the permitted and special uses within RA district, most of which of located within the Whispering Pines ETJ, may encourage development, other than single family residential within the ETJ.


One minor wording change, to strike industrial, was approved by the Board.

RECOMMENDATION

Following discussion, a recommendation for approval was made in the form of a motion, which was unanimously approved.

‘A motion was made by Mike Boyle, second provided by Bruno Decaudin that the proposed amendment, which is in the best interest of the Village, be recommended for approval.’

This written recommendation is hereby formally submitted to the Village Council.

Signature: 
Rich Crotty, Chairman

Date: 1 FEB 2025



VILLAGE of WHISPERING PINES

MANAGER'S REPORT – Monthly

March 7, 2025

- **Upcoming Holidays/Events**

- Friday, March 21, Pirate Ship Grand Opening, 1pm
- Saturday, April 5, “Miles 4 Moore” 1 mile, 5K and 10K Charity Run
- April 11, 12, and 13, Spring Community Yard Sale
- Saturday, April 12, Easter Egg Hunt
- Saturday, April 26, Spring Outdoor Concert, 6-9pm. Booked McKenzie Brothers Band, Pita Perfect, Cookies n Moore, Tanglewood Farm Food Truck, Big Fred’s Catering, and Rail-House Brewery to date.

- **Upcoming Meetings**

- Wednesday, March 12, Council Meeting, 6pm
- Wednesday, March 26, Council Work Session, 2pm

- **Thagard Dam Replacement Project**

- At our latest status meeting with WithersRavenel, our engineer brought to our attention that additional Geotechnical Exploration will be necessary. The initial exploration revealed an unstable and fractured rock condition below where the dam is located. We are awaiting an update on what this will entail, and the additional cost associated with further exploration.
- As USDA loan becomes less likely, Davenport is providing guidance on next steps.
 - Davenport facilitated a discussion with the LGC and the Village on LGC’s appetite for approving a bond offering greater than 20 years. Preliminary response was that 25 years might be agreeable but not 30 years.
 - At our next meeting with Davenport, we will discuss options for securing a bond attorney.



VILLAGE of WHISPERING PINES

MANAGER'S REPORT – Monthly

- **Spring Valley Dam Repair/Maintenance Project**
 - Currently waiting on the permit approvals.
 - The estimate for the siphon repair has been received. The siphon repair is a small component of the overall Spring Valley Dam Repairs Capital Project. Completing the siphon repair in advance of the major repair is an important step to be able to draw down the lake as necessary to complete the repairs. Spring Valley Dam Repairs Capital Project Budget Ordinance Amendment #1 will be presented at 3/12 council meeting in the amount of \$12,500 with the funding source being the Capital Reserve Major Repair Fund.
- **Bogie Birdie Stormwater Management**
 - Manager had a call with legal counsel on easement and eminent domain process.
 - Easements would be sought out by the Village Staff
 - Engineering drawings would be needed in order to have a reasonably solid idea of where the easement will go.
 - Survey would need to be done for each property affected.
 - Value of easement determined by property appraisal pre- and post-easement.
 - Stormwater management is a project that would qualify for eminent domain.
 - Executing the task order with McGill would be necessary to obtain the engineering drawings in order to start the easement process. Task order can be written to complete the design, engineering, and permitting from the retention pond to the “bowl” and to include the information necessary to identify the areas of the easements. Second phase of task order would be to complete the design and engineering for the desired path and discharge point into Spring Valley Lake.



VILLAGE of WHISPERING PINES

MANAGER'S REPORT – Monthly

Thunder Bridge Damage

- Village has requested a progress update from Ripple and our engineer.

• Fire Rescue Department

- Station was upstaffed on Wednesday due to the forecasted weather of severe thunderstorm with tornados possibility. During the storm, we responded to a single vehicle accident on Shadow Lane with no injuries.
- As a follow-up to the house fire on Cardinal Drive on February 21, the Moore County Fire Marshal has determined the fire was likely caused by an electrical malfunction in the garage.

• Public Works

- Ahoy mateys! O' our new pirate ship playground will be opening on March the 21st. We will set sail at 1pm sharp!
- Continued to work on Snapper Lane and Shadow Lake trail. Installed signage and wire mesh to fence rails.





VILLAGE of WHISPERING PINES

MANAGER'S REPORT – Monthly

- Completed the water well pump system installation at Hardee Lane Park. This well pump will keep the pond at the proper level for irrigation and aesthetics.
- Continued applying pre-emergence herbicide and insecticide to 10 Hardee/Concert Field.
- Clean all drains and flumes before and after the rain event on 2/5/25 to prevent washouts and minor flooding.
- Removed the deteriorating wooden swing set from the Princess Gate Park in preparation for a new metal swing set to be installed next week.



Administrative/Personnel Matters

- In response to the news that the NCLM Health Benefits Trust is closing, and that First Carolina Care is exiting the health insurance business, Village staff has been working diligently and has attended several webinars with prospective Health and Benefits brokers. We have been opting in to receive quotes for the Village employees' Health, Dental, Vision, S/T Disability and Life Insurance policies. We are keeping in touch with Central Pines and the other municipalities for continued information and alternatives. We currently have four brokers working on quotes for the Village.



VILLAGE of WHISPERING PINES

MANAGER'S REPORT – Monthly

- **Permits issued (2024, 2025 and 2026 Cycle)**
 - Boats – 919
 - Golf carts – 232
 - Boat Storage – 66 (of 95 available)
 - 2025 Skate Park – 1
- **Sandhills Metropolitan Planning Organization (SMPO)**
 - Governing Board (GB) – Next meeting 3/19/25
 - Technical Coordinating Committee (TCC) - Next Meeting – 4/2/25
 - For the Carbon Reduction Program Funds – Manager has submitted the Niagara Carthage Pedestrian Bridge as the Village's project submission.
- **Board Vacancies**
 - Planning & Zoning
 - ETJ Alternate Member
 - Tree Board
 - ETJ Regular Member
- **Personnel Vacancies**
 - Firefighter/EMT – one (1) position.
 - Police Officer – one (1) position.



VILLAGE OF WHISPERING PINES Council Meeting Agenda



FROM: Linda Christopher, Zoning Administrator

SUBJECT: Proposed Screening Amendment

MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Consider draft statement of plan consistency and proposed LDO amendment pertaining to screening materials, viewpoint, height and items requiring screening.

BACKGROUND

At the August 2024 work session, the Village Council requested that the Planning and Zoning Board review current ordinances pertaining to screening to include materials, viewpoint, height and items requiring screening.

At the September and October PZ Board meetings, the Board reviewed and discussed the current wording and suggested revisions to provide residents with more screening options and remove the screening requirement for fixed items such as HVAC units, propane tanks and generators.

The Council began reviewing the proposed amendment at the November work session and then tabled the review until the January work session. The attached version includes revisions discussed and agreed upon at the November, January and February work sessions.

RECOMMENDATION SUMMARY

A recommendation for approval was made in the form of a motion and unanimously approved. The PZ Board written recommendation is attached.

'A motion was made by Mike Boyle, second provided by Greta Nintzel, that the proposed amendment, which is in the best interest of the Village, be recommended for approval.'

BENEFIT / JUSTIFICATION

The proposed amendment will provide reasonable screening options while still maintaining the aesthetic charm of the village.

IMPLEMENTATION

FUNDING SOURCE/FINANCIAL INFORMATION

None

SUPPORTING ATTACHMENTS

Proposed statement of plan consistency and LDO Amendment
PZ Board Recommendation

A STATEMENT REGARDING PLAN CONSISTENCY

WHEREAS, a text amendment to several sections of the Whispering Pines Land Development Ordinance, pertaining to screening materials, height, viewpoint and items requiring screening has been proposed: and

WHEREAS, a recommendation for approval, as required by N.C.G.S. 160D-604(d), was provided from the Planning and Zoning Board on October 16, 2024; and

WHEREAS, a properly noticed legislative hearing, in accordance with N.C.G.S. 160D-601(a), was held on Wednesday, November 13, 2024;

NOW THEREFORE, the Whispering Pines Village Council concludes:

Statement 1. The Village Council finds that the proposed text amendment is consistent with the Land Use Plan and/or the Recreation and Open Space Plan as follows:

The proposed amendment will provide reasonable screening options while maintaining the aesthetics of the Village.

Statement 2. The Village Council finds that the proposed text amendment is reasonable and in the best interest of the public.

Adopted this 12th day of March 2025 by a motion made in regular session by _____, with a second provided by _____.

Yea:

Nay:

Excused / Absent:

Pamela Harris, Mayor

ATTEST:

Linda M. Christopher, Village Clerk

**AN ORDINANCE AMENDING THE
WHISPERING PINES LAND DEVELOPMENT ORDINANCE
PERTAINING TO SCREENING**

THE WHISPERING PINES VILLAGE COUNCIL HEREBY ORDAINS:

Statement 1. Section 4.14, subsection E – Approved Non-landscape Screening Types and Standards, is rewritten to read as follows:

E. Approved Non-Landscape Screening Types and Standards (see Section 8.6 for Landscape Screening)

1. Screening does not contribute linear feet or vertically extend a fence, nor does it enclose or confine either by itself or in conjunction with a fence. Additionally, screening does not enable or block access to the item being screened. Screening may be non-landscape and / or landscape. **Screening shall be located in the side or rear yard only and must be located at least eight (8) feet from any property line on a lot not abutting a street or waterbody. Screening shall not be located within fifty (50) feet of any street right-of-way or shoreline.**

2. Screening **from the street** is required for trashcans. ~~HVAC units, fixed whole house generators, LP gas tanks,~~ **Screening from the street and adjoining properties is required for lawn care equipment, boats, and trailers.**

(a) ~~Eighty (80) percent of the A majority of the item must be concealed~~ Screening must **completely** obscure the item being screened; and

(b) Screening shall not exceed a total of ~~twenty-four (24) sixteen (16)~~ linear feet in length and ~~cannot~~ **shall not** exceed a height of forty-eight (48) inches. **Screening must be self-supporting and maintained in a good state of repair;** and

(c) Acceptable non-landscape screening materials include brick, stone, **wood and / or synthetic plank** and shadow box fencing utilizing 4x4 posts at the corners **and horizontal or vertical boards, of the same size, utilizing 4x4 posts at the corners and with one (1) inch spacing between the boards. The minimum size board allowed is 1" x 4".**

3. Screening for non-residential structures such as loading docks, utility service areas, solid waste collections and storage areas, and outside storage of stocks or equipment shall be screened from unobstructed off-site views. Screening locations and materials shall be approved as part of the site plan or special use process. (See Section 7.5)

Statement 2. Section 4.10 Recreational Vehicles, Boats, Travel Trailers, Other Trailers and Commercial Vehicles, subsection A. (2) is rewritten to read as follows:

Section 4.10 Recreational Vehicles, Boats, Trailers, Lawn Care Equipment and Commercial Vehicles

- A. Regulations for residential Lots or properties in All Zoning Districts within the Village limits (see Section 5.11 for ETJ standards)
- (1) A principal structure must be located on the same parcel.
 - (2) Property owners or residents may store such vehicles **or equipment** on the side or rear of their property provided that they are appropriately screened so as not to be visible at ground level from adjoining properties, ~~residences~~ or **the** street when not located in a garage. ~~Under no circumstances can a~~ **A** stored vehicle **shall not** be used for living purposes.
 - (3) Property owners or residents may park a **recreational vehicle**, boat or trailer on their own property by obtaining a daily parking permit from Village Administration. A maximum of fourteen (14) days shall be permitted in a **consecutive** ninety (90) day period.
 - ~~(4) Property owners or residents may park a recreational vehicle or travel trailer on their property by obtaining a daily parking permit from Village Administration. A maximum of fourteen (14) days shall be permitted over a consecutive 90 day period.~~
 - (4) Commercial motor vehicles, as defined by this ordinance and by G.S. 20-4.01, are prohibited on all residential Lots and properties. This subsection shall not prevent the temporary parking of vehicles driven to and from work, provided that such vehicles do not meet the definition of “commercial motor vehicle”

Statement 3. Chapter 6, SR 4 – Fuel Tanks and Containers, subsection B is rewritten to read as follows:

- B. In all Zoning Districts except RA, any such tank or container shall be:
- (1) Located in either a side yard or a rear yard;
 - (2) Located within building envelope.
 - ~~(3) Screened to the height of the tank structure by fencing, landscaping or vegetation so as not to be visible from adjoining residences, properties and streets.~~

Statement 4. Section 8.6 – Landscape Screens is rewritten as follows:

~~The purpose of a Landscape screening which is the preferred method of screening, is to the use of live evergreen plants and is the preferred method of screening. Screening is required to obscure views the storage of trash cans from the street and to obscure the storage of lawn care equipment, boats and trailers from adjoining properties, residences, and the street. Screening must obscure the item being screened. Screening must be provided to obscure the open storage of trash cans, HVAC units, fixed whole house generators, LP gas tanks, lawn equipment, boats, and trailers.~~

Statement 5. Section 16.2 is amended to include and revise the following definitions:

LAWN CARE EQUIPMENT: all engine or motor-powered equipment and / or hand tools used to maintain a lawn or garden. Hand tools include, but is not limited to, a rake, shovel, hoe, pitch fork and wheelbarrow.

OBSCURE: Not clearly seen or easily distinguished

SCREENING: An independent, fixed, upright partition constructed and used to obscure regulated items from view from adjoining properties, ~~residences~~ and streets. Screening may be non-landscape (Section 4.14E) and / or landscape (Section 8.6)

Statement 6. All provisions of any Village ordinance or resolution in conflict with this ordinance are hereby repealed.

Statement 7. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote was duly approved this _____ day of _____ 2025.

Ayes: _____ Noes: _____ Absent: _____

Pamela Harris, Mayor

ATTEST:

Linda M. Christopher, Village Clerk

RECOMMENDATION

To: Village Council

From: Planning and Zoning Board

Re: Proposed LDO amendment regarding screening standards

BACKGROUND

At the September and October meetings of the Planning and Zoning Board (Board), the Board discussed and reviewed ordinances pertaining to screening standards, which included material, height, viewpoint and items requiring screening.

Proposed wording was provided at the September meeting, with a few minor wording changes suggested. The revised amendment was reviewed and discussed again at the October meeting with no additional revisions being suggested.

DISCUSSION

The Board reviewed the proposed amendment and agreed that the amendment provides residents with more reasonable standards / options for screening and removes the requirement for screening of certain items.

RECOMMENDATION

Following discussion, a recommendation for approval was made in the form of a motion, which was unanimously approved.

‘A motion was made by Mike Boyle, second provided by Greta Nintzel that the proposed amendment, which is in the best interest of the Village, be recommended for approval.’

This written recommendation is hereby formally submitted to the Village Council.

Signature: _____

Rich Crotty, Chairman

Date: _____

27 Oct 2024



**VILLAGE OF WHISPERING PINES
Council Meeting Agenda**



FROM: Linda Christopher, Zoning Administrator
SUBJECT: LDO amendment pertaining to fence heights in RA districts
MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Consider draft statement of plan consistency and proposed amendment to the LDO pertaining to maximum fence height allowed in the RA district.
'I move to approve the statement of plan consistency and to (*approve or deny*) the proposed amendment to LDO Section 4.14 B (10) pertaining to fence heights in the RA district.'

BACKGROUND

At the November work session, the Zoning Administrator was asked to have the Planning and Zoning Board look at the requirements for fence heights in RA zoned districts within the Village limits. The LDO allows for higher fence heights in RA districts within the ETJ but does not allow higher heights for RA districts within the Village limits.

A properly noticed public hearing was held at the February 12th Council meeting. No public comments were received.

RECOMMENDATION SUMMARY

The Planning and Zoning Board discussed and reviewed a proposed amendment to allow up 72" fences within the RA districts inside the Village limits. Following their discussion and finding the proposed amendment to be consistent with Village plans, a recommendation was made in the form of a motion. The motion was approved unanimously.

'A motion was made by Greta Nintzel, second provided by Mike Boyle that the proposed amendment, which is in the best interest of the Village, be recommended for approval.'

BENEFIT / JUSTIFICATION

The proposed amendment will provide consistency regarding fence heights in RA zoned districts, whether the property is within the Village limits or the ETJ.

IMPLEMENTATION

The proposed amendment will become effective upon approval.

FUNDING SOURCE/FINANCIAL INFORMATION

None

SUPPORTING ATTACHMENTS

Draft statement of plan consistency and ordinance amendment
PZ Board written recommendation

A STATEMENT REGARDING PLAN CONSISTENCY

WHEREAS, a text amendment to Section 4.14 B(10) of the Whispering Pines Land Development Ordinance has been proposed: and

WHEREAS, a recommendation for approval, as required by N.C.G.S. 160D-604(d), was provided from the Planning and Zoning Board on January 15, 2025; and

WHEREAS, a properly noticed legislative hearing, in accordance with N.C.G.S. 160D-601(a), was held on Wednesday, February 12, 2025;

NOW THEREFORE, the Whispering Pines Village Council concludes:

Statement 1. The Village Council finds that the proposed text amendment is consistent with the Land Use Plan and/or the Recreation and Open Space Plan as follows:

The proposed amendment will provide consistency regarding fence heights in the RA zoning district regardless of whether the property is within the Village limits or the ETJ.

Statement 2. The Village Council finds that the proposed text amendment is reasonable; however, not in the best interest of the public.

Adopted this 12th day of March 2025 by a motion made in regular session by _____, with a second provided by _____.

Yea:

Nay:

Excused / Absent:

Pamela Harris, Mayor

ATTEST:

Linda M. Christopher, Village Clerk

**AN ORDINANCE AMENDING SECTION 4.14 OF THE
WHISPERING PINES LAND DEVELOPMENT ORDINANCE
PERTAINING TO FENCE HEIGHTS IN THE RA DISTRICT**

THE WHISPERING PINES VILLAGE COUNCIL HEREBY ORDAINS:

Statement 1. Section 4.14 B (10) of the Whispering Pines Land Development Ordinance is amended to read as follows:

(10) Fences, including gates, and non-landscape screening shall not exceed a height of forty-eight (48) inches above existing grade, **except in the RA district. Fences and gates in the RA district shall not exceed a height of seventy-two (72) inches above existing grade.** Ground elevation shall not be modified / elevated so as to subsequently construct a fence on an elevated berm. **(Also see Section 5.11 for ETJ requirements)**

Statement 2. All provisions of any Village ordinance or resolution in conflict with this ordinance are hereby repealed.

Statement 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote was duly approved this ____ day of _____ 2025.

Pam Harris, Mayor

ATTEST:

Linda M. Christopher, Village Clerk

RECOMMENDATION

To: Village Council

From: Planning and Zoning Board

Re: Proposed LDO amendment regarding fence heights in RA districts

BACKGROUND

At the January 15, 2025 meeting of the Planning and Zoning Board (Board), the Board discussed and reviewed ordinances pertaining to the maximum height allowed for a fence in the Residential Agricultural (RA) district.

DISCUSSION

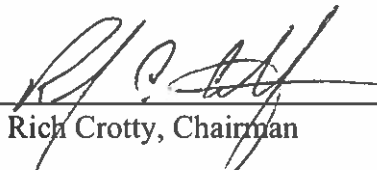
The Board reviewed a proposed amendment and agreed that the amendment provides residents within the RA zoning districts with a higher option for a fence height, since properties in the RA district can have horses and agricultural livestock.

RECOMMENDATION

Following discussion, a recommendation for approval was made in the form of a motion, which was unanimously approved.

‘A motion was made by Greta Nintzel, second provided by Mike Boyle that the proposed amendment, which is in the best interest of the Village, be recommended for approval.’

This written recommendation is hereby formally submitted to the Village Council.

Signature:  Date: 1 FEB 2025
Rich Crotty, Chairman



VILLAGE OF WHISPERING PINES

Council Meeting Agenda



FROM: John DeMasi, Manager

SUBJECT: Spring Valley Dam Spillway Repairs Capital Project Budget Ordinance Amendment #1

MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Consider Spring Valley Dam Repairs Capital Project Budget Ordinance Amendment #1 (attached). This ordinance amendment transfers \$12,500 from the Capital Reserve Major Repair Fund (CRMRF) to the project to repair the low-level drain siphon.

Motion: *"I move to approve Spring Valley Dam Spillway Repair Capital Project Budget Ordinance Amendment #1 as presented".*

BACKGROUND

This ordinance is consistent with the updated Dam Improvement Plan (DIP) (attached) and the approved FY2024-25 Capital Reserve Major Repair Fund (CRMRF) 20-year Capital Improvement Plan (CIP).

This siphon repair is a small component of the overall project and does not include the larger scope of work of work that was summarized by the Engineer with the Council at the January work session. The design, engineering, and permitting process is ongoing with the goal of putting the major components of the project out to bid later this year.

RECOMMENDATION SUMMARY

Staff recommend the Council approve the ordinance as presented.

BENEFIT/JUSTIFICATION

Completing the siphon repair in advance of the major repair is important if the lake needs to be drawn down to complete the repairs.

IMPLEMENTATION/MOVING FORWARD

Contingent upon Council approval, BOA #1 will be executed, and the Public Works Director will take action to have the work completed as soon as possible.

FUNDING SOURCE/FINANCIAL INFORMATION

The funding source for the project is the CRMRF with an available balance of \$3,819,454, as of December 31, 2024. BOA #1 for \$12,500 includes \$1,200, for contingency.

SUPPORTING ATTACHMENTS

Draft Spring Valley Dam Repair Capital Project Budget Ordinance Amendment #1
Dam Improvement Plan

DRAFT

VILLAGE OF WHISPERING PINES
SPRING VALLEY DAM SPILLWAY REPAIRS
CAPITAL PROJECT BUDGET ORDINANCE AMENDMENT #1

BE IT ORDAINED by the Governing Board of the Village of Whispering Pines, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The capital project is authorized by the Governing Board of the Village of Whispering Pines to execute and complete the repair of Spring Valley Dam Spillway as referenced in the Village's 20-year Capital Improvement Plan.

Section 2. The following amount is appropriated for the project:

	<u>Increase</u>	<u>Decrease</u>
52-420-7655 CIP: Construction	\$11,300	
52-420-7680 CIP: Contingency	\$ 1,200	

The following revenue is available to begin the project:

52-190-3920 Transfer from Capital Reserve Major Repair Fund	\$12,500
---	----------

Section 3. The following amount is expended from the Capital Reserve Major Repair Fund for the capital project:

20-660-9052 Transfer to Spring Valley Spillway Repairs CP	\$12,500
---	----------

The following revenue is available to transfer:

20-190-3900 CRMRF - Fund Balance Appropriated	\$12,500
---	----------

Section 4. The Finance Officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy all financial reporting requirements.

Section 5. The Finance Officer is directed to include a detailed analysis of all costs and revenues on this capital project in every budget submission made to the Governing Board.

Section 7. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board and the Finance Officer for direction in carrying out this project.

Adopted this 12th day of March, 2025

Linda M. Christopher, Clerk

Pamela Harris, Mayor

Construction of an emergency spillway to direct extraneous flows offsite and down gradient to prevent the dam from overtopping during large storm events was recommended during the previous Plan and has not been implemented yet. A simple earthen spillway would be excavated near the existing boat access ramp and would include additional riprap stabilization for the spillway as it proceeds down gradient and discharges into the existing channel below the current drainage outlet structure. Since a low-level drain is not provided for the dam, it would be beneficial to install a drain during construction of the emergency spillway. The total estimated cost for this improvement is about \$250,000.

Spring Valley Lake

With the recent completion of the rehabilitation of the Spring Valley Dam Spillway and removal of trees on the embankment, the major items have been addressed. However, several deficiencies were observed that require remedial action. **The low-level drain siphon for the dam has a dislodged joint near the gate at the toe of the dam that requires fixing to allow for lowering the lake when needed.** Several seepage locations were observed at the downstream face of the dam, particularly on the left end of the dam and near the toe. Installation of an underdrain filter system is recommended. A few isolated seepage spots appear to be associated with the removed trees. These areas should be excavated and properly backfilled and compacted. There are a few trees left near the toe of the embankment that are recommended to be removed. The slope of the downstream face is not uniform and there are a few steep locations with observed tire ruts/damage during routine maintenance. Upon completion of the aforementioned repairs, it is recommended to install a sand layer atop the face of the dam to flatten the slope and act as an additional blanket filter for the seepage. The existing toe drain was functional at time of inspection, but it is recommended to install a delineator for visibility. While no soil migration was observed, seepage is a serious condition. The total estimated cost for improvements at Spring Valley Lake is approximately \$200,000. Given all the recent improvements to this dam, the recommended repairs are classified as high priority to keep the dam in a good condition and compliant with current rules.





VILLAGE OF WHISPERING PINES

Council Meeting Agenda



FROM: John DeMasi, Manager

SUBJECT: Contract Renewal with Roberson's Unique Sanitation Services

MEETING DATE: March 12, 2025

REQUEST/PROPOSAL

Consider the draft Contract Renewal Agreement (attached) between the Village and Roberson's Unique Sanitation Services.

Motion: *"I move to approve the contract renewal agreement with Roberson's Unique Sanitation Services and authorize the Manager to execute same."*

BACKGROUND

Roberson's Unique Sanitation Services has been the long-time preferred vendor for the Village offering high quality service tailored to the Village as well as at the lowest cost. The current 5-year contract is set to expire on June 30, 2025. The current 5-yr sanitation contract which was negotiated in 2020 (pre-Covid), was heavily influenced by Village's desire to take sanitation in-house, thus the rates were very favorable to the Village.

RECOMMENDATION SUMMARY

Staff recommends the Council approve the Contract Renewal, which extends the sanitation service agreement another 5 years through June 30, 2030.

BENEFIT/JUSTIFICATION

Village Manager has renegotiated a mutually beneficial contract for the Village and Roberson's Sanitation. Village Manager used the Southern Pines sanitation contract as a benchmark for the negotiation. The negotiated contract represents an estimated contract savings of \$210K versus the original vendor proposal.

IMPLEMENTATION

Continent upon Council approval, the Manager will execute the contract renewal agreement with Roberson's Unique Sanitation Services.

FUNDING SOURCE/FINANCIAL INFORMATION

Year	Trash / Recycle	Yard Waste	Total	% Increase
2024-2025 (Expiring contract)	\$16.55	\$4.90	\$21.45	N/A
2025-2026	\$22.00	\$5.02	\$27.02	26.0%
2026-2027	\$22.26	\$5.15	\$27.41	1.4%
2027-2028	\$22.42	\$5.28	\$27.70	1.1%
2028-2029	\$22.57	\$5.41	\$27.98	1.0%
2029-2030	\$22.67	\$5.54	\$28.21	0.8%

Although the first year of the new contract represents a 26% increase YoY, as was mentioned previously, the expiring contract was negotiated pre-Covid and the high inflation that followed. The current negotiated contract simply catches up for a portion of the inflation that ensued and is still below the benchmark level across all years of the contract.

SUPPORTING ATTACHMENTS

Draft Contract for Renewal

NORTH CAROLINA

MOORE COUNTY

THIS CONTRACT is made and entered into this _____ day of _____, 2025, by and between ROBERSON’S UNIQUE SANITATION SERVICES, of the County of Moore, State of North Carolina, Party of the First Part, (hereinafter sometimes referred to as “Contractor”) and the VILLAGE OF WHISPERING PINES, a duly chartered municipal corporation and body corporate and politic of the County of Moore, State of North Carolina, Party of the Second Part (hereinafter sometimes referred to as the “Village”).

W I T H E S S E T H:

WHERE AS, the Contractor is engaged in the business of collecting household trash, yard waste, and recyclables as an independent contractor; and

WHERE AS, the Village has elected to collect and remove such household trash, yard waste, and recyclables within the Village of Whispering Pines, as part of its governmental functions; and

WHERE AS, the Village Council has determined that it is in the best interests of the Village, its citizens and residents to enter into this Contract with the Contractor.

NOW, THEREFORE, in consideration of the charges hereinafter listed and the terms, covenants, promises and conditions hereinafter set forth, the Village engages the services of the Contractor for the purpose of collecting household trash, yard waste and recyclables from residential property and business establishments, and the Contractor agrees to perform said service in the Village of Whispering Pines in accordance with the following terms, covenants, promises and conditions:

1. The term of this Contract shall be for a period from July 1, 2025, through June 30, 2030, unless sooner terminated as hereinafter provided or for good cause.

2. The Village covenants and agrees with the Contractor that the Village will pay to the Contractor for the collection of household trash, yard waste, and recyclables in accordance with the following price schedule per household per month:

FY2025-2026, \$22.00 for household trash & recycling, \$5.02 for yard waste
FY2026-2027, \$22.26 for household trash & recycling, \$5.15 for yard waste
FY2027-2028, \$22.42 for household trash & recycling, \$5.28 for yard waste
FY2028-2029, \$22.57 for household trash & recycling, \$5.41 for yard waste
FY2029-2030, \$22.67 for household trash & recycling, \$5.54 for yard waste

a. RESIDENTIAL PICKUPS will be made weekly as follows: one (1) garage front pickup for household trash, one (1) curbside pickup for yard waste, and one (1) garage front pickup for recyclables.

- b. The Village will certify to the Contractor the number of households to which the foregoing rate schedule shall apply as of the effective date of this contract. The Village shall certify to the Contractor any change in that number as of the first of the month following the month in which such change takes place.
- c. COMMERCIAL PICKUPS will be made monthly as follows: one (1) household trash pickup per week for the Country Club of Whispering Pines Maintenance Shop, the Heronsbrook Clubhouse, and Everything Pines Real Estate will be the same as a residential pickup. Any change addition/deletion of commercial pickups will be by mutual consent of the Village Manager and the Contractor at the standard pickup rate.
- d. All household trash, yard waste, and recyclables must be disposed of at the Moore County solid waste disposal site. The Village will be responsible for all tipping fees relating to the disposal of such materials.
- e. All payments to the Contractor will be made on the last business day of each month. House number adjustments will be made monthly regardless of the number of actual pickups made in a month. Under no circumstances will the Contractor or his employees request or accept payment for services directly from residents.

3. Fuel Increases. If at any time during the term of this Contract the price for diesel fuel exceeds \$4.00 per gallon in a given month, the Contractor may charge a fuel surcharge for that month. The Contractor is responsible for submitting receipts from McNeill Oil and Propane (Contractor's diesel fuel provider) to the Village to show the per gallon cost of the fuel for each month in order to earn the fuel surcharge.

- a. \$4.00 to \$4.25 per gallon, \$0.25 fuel charge per household per month
- b. \$4.26 to \$4.50 per gallon, \$0.50 fuel charge per household per month
- c. \$4.51 to \$4.75 per gallon, \$0.75 fuel charge per household per month
- d. \$4.76 to \$5.00 per gallon, \$1.00 fuel charge per household per month

4. Contractor will furnish all the necessary labor and equipment to provide removal of household trash, yard waste and recyclables as specified. The Contractor will maintain acceptable equipment, be it used or new trucks, for the contract period to be used in the Village and any and all trucks that are used in the Village will be plugged or maintained in such a manner as not to leak fluid in the Village. The parties agree that compliance with all applicable federal, State, and local rules and requirements for the collection and transportation of solid waste is a material term of this Contract and that the Contractor's failure to comply with said requirements shall be a basis for the Village to terminate this Contract pursuant to paragraph 14. It is understood and agreed that equipment failures shall not be a reason for the Contractor to avoid responsibility for pickups required by the schedule. It will be incumbent upon the Contractor to have necessary stand-by equipment available. In the event the Contractor fails, or is unable, to make any scheduled household waste, yard waste or recyclable pickup and the Village incurs any

expenses to provide substitute service, then the amount of any such expense incurred by the Village shall be subtracted from the payment(s) next due to the Contractor pursuant to this Contract.

5. The Village agrees that it will enact such ordinances as may be necessary to support the terms of this contract regarding can sizes, weights and amounts stipulated below. The Contractor will tag any items that are not placed in accordance with the Village ordinances. Said tags will be furnished by the Village.

6. The Contractor will observe six (6) holidays per year, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Monday or Tuesday, the make-up day for that household trash collection will be on Wednesday and the yard waste for that week will be cancelled for the entire Village. If a holiday falls on a Wednesday, yard waste will be cancelled and if a holiday falls on a Thursday, recycling will be cancelled for that week. In the event of inclement weather or other extenuating circumstance that precludes the Contractor from completing a scheduled pickup day(s), the Village Manager and the Contractor will agree upon a make-up pick-up day(s).

7. Household trash shall be picked once a week from each household in the Village on Monday or Tuesday, except holidays. In the event the volume of household trash becomes too large to pick up the entire Village in two (2) days, the Contractor and Village Manager will set an appropriate three-day schedule. All household trash shall be placed in plastic bags tied closed. No loose un-bagged trash will be removed from the cans by the Contractor. Household trash cans may not exceed 45-gallon capacity.

8. Yard waste shall be picked once a week on Wednesday throughout the Village. The Contractor will provide curbside service for the removal of yard waste including small shrubbery or tree trimmings, grass cuttings, yard raking, pine cones and like debris. Yard waste gathered by the occupant of premises or his/her employees shall either be placed in trash cans or cut into four-foot lengths and tied in bundles. Tree trunks, limbs and branches shall not exceed four inches in diameter and four feet in length. Yard waste placed in cans may not exceed the top of the can, and each can, may not exceed 45-gallon capacity or weigh over 50 pounds filled. On the day of pickup, a maximum of seven (7) cans and seven (7) bundles will be picked up from any residence. All yard waste for disposal in accordance with this paragraph shall be placed curbside.

9. Recycling shall be picked once a week on Thursday throughout the Village. In the event the volume of recyclables is too large to pick up the entire Village in one day the Contractor and Village Manager will set an appropriate two-day schedule. All accepted recyclable items shall be placed loose and co-mingled in a container or trash can not to exceed a 45-gallon capacity. The contractor is not responsible for loose items that leave containers or trash cans due to wind. Recycling containers may not weigh over 50 pounds filled.

10. The Contractor shall be accessible via telephone at all times that household trash, yard waste and recyclable pickup service operations are being conducted in the Village. If the Contractor misses picking up a resident's household trash, yard waste or recyclables that was set

out prior to 7AM the day of scheduled pick-up in accordance with the Village ordinance, then the Contractor shall make the missed trash pickup the same day or the next business day. The Village Manager will be the enforcement official regarding household trash, yard waste and recycling pick-ups, and will decide pick-up disputes based on compliance with the contract and the Village ordinance.

11. The Contractor shall be responsible for all Worker's Compensation and other types of insurance necessary to protect the Contractor and the Village from any liability whatsoever and the Contractor will provide the Village with a copy of each policy. Comprehensive General Liability Insurance shall have a minimum of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This damage shall include premises and/or operations, broad form property damage and a contractual liability endorsement. Business Auto Insurance shall have the minimum limits of \$500,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

- a. The Village is to be included as an additional insured on the comprehensive general liability policy.
- b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract. Renewal certificates shall be sent to the Village thirty (30) days prior to expiration date. There shall also be a 30-day notification to the Village in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the requirements described herein shall be forwarded to the Village.
- c. The contractor shall, during the term of this Contract, maintain in full force and effect, at its expense, a performance bond executed by one or more surety companies legally authorized to do business in the State of North Carolina, in manner and form approved by the Village Attorney, in the amount of \$100,000 conditioned on the faithful performance by the Contractor of all the terms, conditions and covenants contained in the Contract. If the Contractor shall fail to comply with any one or more of the provisions of this Contract, there shall be recoverable, jointly and severally, from the principal and surety, or sureties, of such bond any damages or losses suffered by the Village as a result thereof. Said bond shall provide for sixty (60) days written notice to be given to the Village by the surety company prior to cancellation or material change in said bond. In the event said bond is cancelled or the surety thereon relieved of liability the contract is subject to cancellation by the Village unless the Contractor provides an adequate replacement bond to the Village. Damages recovered by the Village from the surety shall not be construed to excuse faithful performance by the Contractor or limit the liability of the Contractor under the contract, or for damages, either to the full amount of the bond or otherwise or

preclude exercise of the rights or remedies allowed by law. At the Contractor's option, he can provide an Irrevocable Letter of Credit in a manner and form approved by the Village Attorney in lieu of this performance bond.

- d. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.
 - e. The Contractor agrees to protect, defend, indemnify and hold the Village and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs charges, professional fees or other expenses or liabilities of every kind and character arising out or relating to any actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. The Contractor further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claim, etc.) is groundless, false or fraudulent.
 - f. The Contractor shall immediately notify the Whispering Pines Police Department of any incident involving the Contractor's vehicles, equipment, and/or employees that results in property damage within the Village.
12. The Contractor shall pay all taxes and other expenses required in his business, and the Contractor is an independent contractor operating strictly on his own and in no sense is he to be considered as an employee or agent of the Village.
13. To protect the Village and the Contractor from loss or damage due to unanticipated or unforeseeable changes in the economy or actions of the legislature, this Contract may be opened for renegotiation as to applicable terms, conditions or payment schedules by the Village or the Contractor. It may also be opened for renegotiation should federal, state or local regulations require a change in operation. Both parties can come back and renegotiate in good faith on an annual basis during the budgeting period (March through May). An annual review by the Village Manager and Contractor will be conducted annually during the month of March. Any proposed changes must be approved by the Village Council, put into written form and signed by the Contractor and the Village Manager in the same form as appears at the end of this Contract.
14. In the event the Contractor shall fail to so perform said Contract, then, and in such event, the Contractor agrees that the Village shall have full and complete authority to terminate this Contract, summarily and to engage another contractor to carry out the governmental function of household trash, yard waste, and

recyclable collection within the Village; and upon such termination, the Contractor shall be paid only through the time service has been performed hereunder.

15. Termination of the Recycling Component. The Village reserves the right to terminate the recycling collection component of this Contract at any time. If the Village exercises this option, the Village must provide the Contractor a six (6) month notice before terminating. Between notification to the Contractor and the effective date of terminating recycling collection, the Contractor will continue to provide recycling collection and the Village will continue to pay the Contractor accordingly. If recycling is terminated, the per household per month rate for household trash & recycling listed in Paragraph #2, will be reduced by \$1.25.
16. Neither party may assign obligations and responsibilities of that party under this agreement without the written consent of the other party.
17. Governing Law: This Contract and any disputes arising between the parties hereto shall be governed by the laws of the State of North Carolina.
18. Default: In the event of a default by either party in connection with any of the terms and conditions of this Contract, the non-defaulting party shall have all of the remedies provided by the Contract and North Carolina law.
19. Entire Agreement, Modification, Binding Effect: This Contract constitutes the entire agreement of the parties and supersedes any prior agreements, contracts, understandings, or negotiations, written or oral. This Contract may not be modified or amended except in writing, and such modification(s) and/or amendment(s) must be approved by the Village Council, signed by the Contractor and the Village Manager in the same form as it appears at the end of this Contract.

IN WITNESS WHEREOF, the Village of Whispering Pines has caused the Contract to be executed in duplicate originals, one of which is retained by each of the parties and has caused its municipal corporate name to be hereto affixed by the Village Manager, attested by the Village Clerk, and has caused its corporate seal to be hereon impressed, all by authority of the Village Council duly given, and Roberson Unique Sanitation as Contractor, have hereunto set their hand and seal, all on the day and year first above written.

ROBERSON'S UNIQUE SANITATION
SERVICES, LLC

VILLAGE OF WHISPERING PINES

By: _____
Phillip A. Roberson

By: _____
John F. DeMasi, Village Manager

Attest: _____
Linda M. Christopher, Village Clerk

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

Jonna Depugh, Finance Officer