



**VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF SEPTEMBER 28, 2021
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

1. Call to Order.
2. Invocation and Pledge of Allegiance. Invocation by Sr. Pastor John Kinyon, Redeemer Church. Pledge of Allegiance led by Mayor John Strickland.
3. Reports:
 Manager
 Council
4. Motion to Approve Consent Agenda.

All items listed below are considered routine or have been discussed at length in previous meetings and will be enacted by one motion. No separate discussion will be held unless requested by a member of the Village Council.

- A. Approval of Village Council Meeting Minutes
 Sept 14, 2021 Regular Minutes
 September 14, 2021 Work Session
 September 20, 2021 Special Meeting -CLS

End of Consent Agenda.

5. Discuss and Consider Renewal of Uniform Rental Service Agreement for the Village of Pinehurst.
6. Discuss and Consider United Way Sign Request
7. Discuss and Consider Revisions to the Historic District Guidelines
8. Other Business.
9. Comments from Attendees.
10. Motion to Adjourn.

*Vision: The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions.
Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.
Values: Service, Initiative, Teamwork, and Improvement.*



**COUNCIL
ADDITIONAL AGENDA DETAILS:**

ATTACHMENTS:

Description

- 📎 2021 Key Partner List



Council Member to Report	Partners & Collaborators
John Strickland	Moore County Transportation Committee
	Neighborhood Advisory Committee
	Pinehurst Resort
Judy Davis	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
	FirstHealth
	Moore County
Lydia Boesch	Convention and Visitors Bureau
	Bicycle and Pedestrian Advisory Committee
Kevin Drum	Triangle J. COG
	Partners in Progress
	NCDOT/TARPO
Jane Hogeman	Beautification Committee
	Moore County Schools
	Pinehurst Business Partners



**APPROVAL OF VILLAGE COUNCIL MEETING MINUTES
ADDITIONAL AGENDA DETAILS:**

Sept 14, 2021 Regular Minutes
September 14, 2021 Work Session
September 20, 2021 Special Meeting -CLS

FROM:

Kelly Chance

CC:

Jeff Sanborn

DATE OF MEMO:

9/21/2021

MEMO DETAILS:

Attached are the draft minutes from the September 14, 2021, Council Regular Meeting and Work Session, and the September 20, 2021 Special Meeting - Closed Session.

ATTACHMENTS:

Description

- ☐ September 14, 2021 Regular Meeting
- ☐ September 14, 2021 Work Session



**VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF SEPTEMBER 14, 2021
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, September 14, 2021 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following attended:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Kevin Drum, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk

In addition, approximately 20 attendees, including 10 staff and 1 press.

1. Call to Order.

Mayor Strickland called the Village Council meeting to order.

2. Reports:

Village Manager – Jeff Sanborn

- Introduced the new Assistant Village Manager of Administration, Doug Willardson and Performance Director, Matthew McKirahan

Village Council

- Mayor Strickland stated Covid-19 remains a concern for our Village and he encourages our community to remain safe. He provided a reminder of the Neighborhood Advisory Committee meeting on Monday, September 20th at 3 p.m.
- Mayor Pro Tem Davis stated she attended the First Annual BBQ Festival and it was wonderful and hopes to see them back next year.
- Councilmember Drum stated he attended a North Carolina CEO meeting at the Pinehurst Resort, which he stated was an incredible opportunity to expose CEO's of NC to the Pinehurst story.
- Councilmember Boesch stated she is happy to see the crossing lights on Ritter and Highway 5 showing some usage among the residents.
- Councilmember Hogeman stated the Beautification Committee met and are looking into more golf cart parking as well as continuing discussions on sand and clay paths on Magnolia Road.

3. Motion to Approve Consent Agenda.

All items listed below are considered routine or have been discussed at length in previous meetings and will be enacted by one motion. No separate discussion will be held unless requested by a member of the Village Council.

- Approval of Village Council Meeting Minutes

- August 10, 2021 Regular Meeting
- August 10, 2021 Work Session
- Consider Resolution 21-19 Reappointing Mark Wagner to the Bicycle and Pedestrian Advisory Committee

End of Consent Agenda.

Upon a motion by Councilmember Hogeman, seconded by Councilmember Boesch, Council unanimously approved the Consent agenda by a vote of 5-0.

4. Discuss Consider Resolution 21-18 Approving Town of Taylortown Fire Suppression Contract

Village Manager Sanborn noted we provide fire services to the Town of Taylortown, and this item is for renewal, with minor changes, to the contract. He noted the Taylortown Council has approved the contract

Village of Pinehurst Finance Director, Brook Hunter, stated the current contract has expired and since the Pinehurst Fire Department has continued to provide fire protection services to the Town of Taylortown on an ongoing basis, the attached contract is dated July 1, 2021. She stated the recommended Resolution 21-18 includes language indicating Council's intent to ratify the contract and make it valid as of July 1, 2021. Ms. Hunter further noted the functional terms and provisions of the contract remain the same, including the basis of the rate charged. However, she stated this contract includes an automatic annual renewal instead of expiring after five years. Ms. Hunter stated, the contract, drafted by Financial Services, has been reviewed and approved by our Fire Chief and the Village Attorney.

Upon a motion by Councilmember Drum, seconded by Mayor Pro Tem Davis, Council unanimously approved Resolution 21-18, authorizing the Mayor to execute the renewal of the Town of Taylortown Fire Suppression Contract with a ratified effective date of July 1, 2021 by a vote of 5-0.

5. Discuss and Consider Awarding FY2022 Resurfacing Contract to Barnhill Contracting Company

Mike Apke, Public Services Director, stated this item is to award the Village's annual road resurfacing contract to Barnhill Contracting Company from Fayetteville, North Carolina. He stated three contractors submitted unit pricing on an initial list of approximately four miles of roads on August 31, 2021. He stated utilizing the Village's estimated quantities of items within the project, Barnhill Contracting Company submitted the low bid in the amount of \$1,116,231.50.

Mr. Apke noted the Village's Powell Bill budget for FY22 is \$1.2 million. To be consistent with previous years, the Village's plan is to award an original contract to Barnhill Contracting Company in the amount of \$1,116,231.50 via motion and request that the motion include the authorization for the Village Manager to execute change orders to add additional quantities at the original unit pricing with the overall amount not to exceed \$1.2 million in sum total.

Mr. Apke stated that Council was provided a street listing and map showing the proposed 4 miles to be resurfaced, which was included in the bid package. He noted the actual contract was not attached as the Contractor typically does not obtain performance bonds or payment bonds that go with the contract until after Council authorizes the execution.

Councilmember Hogeman stated that Magnolia road in front of the firehouse needs fixed. Mayor Pro Tem Davis noted that some areas only use their Powell Bill dollars and if the Village did not supplement the annual paving cost, we would also be only able to provide less mileage. Mr. Apke stated that was correct; we would only be able to do 2 miles versus the 4 miles. He further stated that dependent upon the weather, the plan is to get as much done as possible before the Christmas holidays, with a proposed start in November.

Upon a motion by Councilmember Boesch, seconded by Councilmember Hogeman, Council unanimously approved to authorize the Mayor or his designee to execute a contract with Barnhill Contracting Company, for the Fiscal Year 2021 annual road-resurfacing project in the amount of \$1,116,231.50 and request that the Village Manager is authorized to execute change orders to add additional miles at the original unit pricing with the overall annual amount not to exceed \$1.2 million in sum total by a vote of 5-0.

6. Discuss and Consider Contract Approval for Given Library Transfer of Assets

Village Manager Sanborn stated this item is for discussion and consideration for approval of the Asset and Service Transfer Agreement between the Village of Pinehurst and the Given Memorial Library Inc. He stated the Term sheet lays out the fundamental details of how the Corporation will transfer and convey ownership of the transferred assets, other than the excluded assets, to the Village. Manager Sanborn stated the Village will have a due diligence period through October 15, 2021 to inspect the transferred assets and that prior to completion of this due diligence period, the Village has approved, adopted, and presented to the Corporation Resolution #21-10, adopted by the Village Council on June 8, 2021, whereby the Village committed \$1 million of the Village's fund balance to paying the cost of enhancement of the facilities, library services, and premises. He noted the transfer of ownership will take place on April 15th of 2022.

Mr. Sanborn stated the agreement also includes the assumption, by the Village, of the lease for the Old Post Office Building located at 95 Cherokee Road, Pinehurst, and continuance of the sublease for the Roast Office concurrent with the 10-year lease that expires in 2025. He stated the Corporation will operate the Given Book Shop located therein for as long as both the Corporation and the Village agree that it is necessary or beneficial, and any profits from the book shop will be given to the Village to support the Library and Archives.

Mayor Strickland stated the interworking between the organizations has been very well done and noted Mr. Stuart Mills is present to represent the Given Library and sign the contract upon approval of the Village Council.

Councilmember Boesch stated she recalled several years ago there was an initial discussion about this proposed agreement and Council brought a consultant in, with Council ultimately looking at several options, including whether to potentially build a new library. Councilmember Boesch stated that many hours have been spent, both by this Council and past Council, on this project, and she feels very confident with where we are.

Councilmember Hogeman stated the Council has covered a lot of territory but the agreement that has been put together should be released to the public to go over before we vote on it. She stated she would prefer to vote on this at the next meeting to allow the community an opportunity to look over the contract and term sheet and ask any questions they may have for transparency purposes.

Mayor Pro Tem Davis stated the Council has been working on this for years and the terms of the contract have been in the making for years and she feels we have taken into account already the community's input. She stated she feels Council should move forward.

Mayor Strickland stated throughout the process, the Village Manager has kept Council updated on all the specifics on the contract and he feels comfortable with moving forward. Councilmember Drum stated he feels we are ready to move forward, and he feels comforted by the allowable due diligence period. Mayor Strickland stated it appears to be Council's consensus to approve the contract tonight and asked Mr. Mills if there was anything he would like Council to add before voting.

Mr. Stuart Mills stated he acknowledges they did not get everything they wanted but he feels confident that the Village has worked very diligently and with good faith to see that this partnership will be successful. He stated he feels confident the Village will be good stewards of the upkeep of the library and he shared his appreciation of Council's work.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Boesch, Council unanimously approved to authorize the Mayor to execute the Asset and Service Transfer Agreement among Given Memorial Library Inc., and the Village of Pinehurst by a vote of 5-0.

7. Other Business.

No other business was discussed.

8. Comments from Attendees.

- John Webster addressed the Council about his concerns with the proposed West Pinehurst Park. He requested that the Council delay taking any decision on the initiative until: all costs are made explicit and quantified, including a projected overall

cost of the masterplan implementation and of its periodic running expenses; a rethink of a number of expense items is made, including asphalt parking instead of gravel, a \$45,000 lawn to prevent visitors avoiding the “nuisance of sand spurs and weed,” \$300,000 lighting, a well, and a septic discussion; and assurance the VOP taxpayers are made aware of the real size of this project and a statistically valid survey of Pinehurst (not Moore County) residents be done.

- Audrey Moriarty, Library representative stated she appreciates all the work Council and others have put forth in making the agreement between the Village of Pinehurst and the Given Library come to fruition.
- Debbie Lalor, followed up on Mr. John Webster’s comments, stating her concerns about the parking, cost, and detrimental effect on the ambiance of the Old Town feel of Pinehurst. She also stated her continued concerns on the issue of parking downtown, especially during festivals.

9. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Hogeman, Council unanimously approved to adjourn the regular meeting by a vote of 5-0 at 5:33 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

A videotape of this meeting is located on the Village website: www.vopnc.org

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**VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF SEPTEMBER 14, 2021
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA**

IMMEDIATELY FOLLOWING THE REGULAR MEETING

The Pinehurst Village Council held a work session at 5:43 p.m. Tuesday, September 14, 2021, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The meeting was streamed in real time on the Village's website.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Kevin Drum, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk

And approximately attendees, including staff and press.

1. Call to Order.

Mayor John Strickland called the Council work session to order.

2. Discuss Historic District Topics

Alex Cameron, Village of Pinehurst Planning Supervisor stated the purpose of this work session item is to discuss topics of mutual interest related to the Pinehurst Historic District and Historic District Standards/Guidelines between the Village Council and Chair of the HPC. He stated the HPC conducted a work session on June 17th and discussed making some necessary and editorial changes to the current Historic District Guidelines. The discussed changes were provided to Council as an attachment to the agenda item with changes in red, strikethrough for deletions and underline for additions. Staff will be working with the HPC to recommend more substantial changes to the Guidelines in the coming months.

Eric Von Salzen, HPC Chair stated the State Legislature has made some changes including the change of the word "guidelines" to the term "standards." He stated the HPC wishes to consult Council to determine if there are any further changes that need to be made to the current Historic District Guidelines beyond these terminology changes. Mr. Von Salzen stated the change in the language, in his opinion, does not make a substantive change to the law the HPC enforces. He stated the attached changes they are proposing are areas they felt the language was not as clear as it should be. John Taylor, HPC Committee member agreed the changes were to help add clarity to the document.

Mr. Von Salzen stated some of the standards we currently use are harder and more set and others are more aesthetic, but our goal is that if someone is looking to renovate or build, that it fits in with the character of the Village. This would be a more aesthetic decision. He stated there are some items that are more zoning focused, or objective

Manager Sanborn stated at the end of the day what matters is consistently and these standards cannot be perfect, and he noted that from a legal standpoint, even though certain standards weren't met but all else was congruent, then that is what matters to the courts.

Councilmember Drum asked if procedurally, the standards question, does this have to be changed first before we look at further

changes. Mr. Cameron stated that we do not have to have this done immediately and ideally, we would like to make all these editorial changes and other changes done at once. Inherently they have always been standards and that has been understood.

Councilmember Hogeman asked if on page 73 on the Certificate of Appropriateness Checklist, is it okay if someone looks around and picks elements and puts them together into a hodgepodge? Or do people have to stick to their own building style. And if that isn't in there should it be? Mr. Von Salzen said we do not currently have this per se but if a property owner submits some very out of the normal requests, I don't think we should say you can't do that, but instead should look at the overall and determine if its congruous. John Taylor stated there has been instances of this that the commission did not approve a "hodgepodge" he stated, but as a practical matter, this does not occur.

Manager Sanborn stated that we cannot require that a building maintain a certain style. The only standard we can place is congruence to the district. He said this would be an opportunity to have a conversation with the property owner and state our case of seeking congruity.

Mr. Von Salzen Leo said there is a variety of architecture in the district, and we look at what is proposed and say is it congruous with the Historic District, not "is this the best decision for the house". Mayor Pro Tem stated let's review this and let the HPC present us the changes at the next meeting, following their HPC meeting.

3. Update on Buffer Development Ordinance

Darryn Burich, Planning and Inspections Director, stated that staff is making some final adjustments to the proposed ordinance language and anticipates Council being able to act on the proposed ordinance amendments at the September 28th Council meeting

Mayor Strickland stated that he wants to make sure that staff has reached out to the community for feedback. Mr. Burich stated he and Mr. Cameron have reached out to many in the community, they have made themselves available, and continue to have discussions with those in the community.

4. Presentation of the West Pinehurst Community Park Site Master Plan

Mark Wagner, Parks & Recreation Director, stated staff and our consultants with John McAdams Company are presenting the final draft of the Site Master Plan for West Pinehurst Community Park for Councils review and discussion. Rachel Cotter at McAdams stated she has had extensive experience in designing public spaces and is very familiar with the trends for municipal parks

Ms. Cotter stated the 6-month planning process for this site plan consisted of data collection and information gathering, community engagement, development of a concept design and we are now at the last stage of the project process, which is Master Plan adoption. She stated they have taken public input from surveys, public input meetings, and participation rates, into consideration in designing the Master Plan. Ms. Cotter stated that the top 5 most desired amenities were: a skate park, unpaved hiking trails, paved hiking trails, an outdoor amphitheater, and a playground. She stated there was an overwhelming show of concern that the sense of place will be disrupted if active recreation facilities, such as a skate park or athletic fields are developed, yet there was strong support for facilities that support teen programming.

Ms. Cotter provided Council with a presentation, including precedent imagery of what some of the proposed amenities would look like. These included pictures of paved trails, full-size and flex athletic fields, traditional playground structures, dog parks, restroom/shelters, nature inspired play areas, nature trails, stormwater management ideas, and a proposed connection to the small pond that currently is situated on the lot. Ms. Cotter provided Council with a refined Concept plan which shows the removal of the splash pad and outdoor classroom/amphitheater, increased landscape buffer along Bowman Road, and revised location of the dog park area.

Councilmember Boesch noted that the 2011 plan justified the type of amenities the current plan is calling for and asked if the Parks & Recreation department tracks the number of residents of Pinehurst who use our facilities and the number of those in Moore County, not residents of Pinehurst. Dave White, Recreation Superintendent stated we do track all those numbers and approximately 70% of those utilizing Pinecrest facilities are residents of Pinehurst. Village Manager Sanborn stated we do charge a different fee for non-residents and if we are not happy with that, we can change the fee structure. Mr. White noted we currently charge non-residents twice as much as residents to use our facilities.

Councilmember Boesch asked if we got a lot of comments from the residents who live there about their desires for the park. Mr. White said we did receive some feedback voicing a concern about the athletic fields and anything beyond a natural plan. Councilmember Boesch asked about local demand for athletic fields. Mr. White said we have 1,026 bookings for rentals through November 18 – in-house programs or rentals from outside programs or just general public renting the parks (Canon Park

Ballfields 1 and 2, the multipurpose field, and the Harness track areas). Mr. White stated that in 2020 we had 754 bookings and 1,900 hours of use compared to 2021's numbers of 1,026 bookings and 3,900 hours of total use for outdoor facilities.

Councilmember Boesch stated the pond is currently unusable and asked what it is going to cost to make it presentable or usable? And is this a reasonable thing to do? Ms. Cotter stated that it could be that the answer is to decommission the dam and make the area a wetland, with a "learning" walkway over it as part of the environmental educational focus of the park.

Mayor Pro Tem Davis inquired about why the paths would be paved versus natural. Ms. Cotter explained that for ADA accessibility it is essential to have both paved and unpaved access to all amenities. Mayor Pro Tem Davis asked if the use of a water well and septic had been considered instead of bringing in utilities, which the area residents feel will lead to an increase in development. Ms. Cotter stated that flex fields would have a high demand for water and irrigation that a normal well would not be sufficient for. Mayor Pro Tem stated that artificial turf may be a good choice as well.

Councilmember Hogeman asked if the cost of current activity fees and rentals are covering the expenses of park costs, and what would be the actual operational and staff expense of adding these new activity fields to the Village. Mr. White stated the outside rentals and fees do cover our cost. Councilmember Hogeman asked if we could deter those needing more athletic fields to our schools and Mr. White stated there are no schools in Pinehurst that have athletic fields. Manager Sanborn noted that all outside areas are already full to capacity as well and the increase in numbers is due to growth in participation from the residents.

Councilmember Hogeman suggested an alternative to West Pinehurst Park might be to instead put a facility in Pinehurst South, leaving the ETJ alone to be rural. Mayor Strickland stated that the upcoming Strategic Planning Retreat will be a good place to consider what we want to do in West Pinehurst Park and Pinehurst South. Mayor Strickland asks Mr. White to provide a list of past activities offered versus current activities to help determine if we should change our offerings and turn some over to those. Mark Wagner noted that we need to keep in mind that the programs we offer, the other towns and the county offer as well, and those locations are running at full capacity as well.

Council member Drum stated the next question to be addressed seems to be on sewer and water. Mayor Strickland noted that it seems there is also a consensus that the dam may be more suited as a future wetland learning environment versus a pond overlook. Mark Wagner stated the plan will now be to come back and present in October any updates. Mayor Strickland suggested Council take a quick break at 8:42 p.m. with a return time of 8:47 p.m.

5. Discuss Downtown Park and Ride Concept

Assistant Village Manager of Operations, Jeff Batton, stated this item is to discuss and consider the Park and Ride Golf Cart Shuttle Service proposed by the Pinehurst Business Partners (PBP). They have asked for financial support of this concept to cover the cost of an annual licensing fee for a mobile app that patrons would download to summon the shuttle. They would also like support in providing parking for the golf cart shuttle(s) and charging capability.

Mr. Batton stated the proposal by PBP includes securing carts via donation and managing the shuttle service. Their proposal includes volunteers serving as drivers, identifiable via uniforms of some type. Advertising on carts and driver uniforms could be a source of revenue to defray operations. Mr. Batton stated the annual Community Satisfaction Survey indicates that 69.1% of the population does not shop regularly downtown and for those that do not, 27.1% cited parking as a determining factor.

Mr. Batton stated that to garner additional feedback, Survey Monkey was used to poll the public. While the survey is not statistically valid, he noted that it provides Council with a source of information and comments. Mr. Batton provided a brief summation of the results which indicated: 47.66% indicated parking as a deterrent for shopping; 30.6% of daytime diners and 24.0% of nighttime diners indicate parking is a deterrent; 51.96% said they would use a shuttle service for shopping and/or dining; 82.44% indicated they would use the service via an app, text, or call; 54.75% said up to a 5-minute wait for the shuttle was reasonable; of those who indicated they would use the service, most reported they would use it once per week; Monday-Friday afternoon/evening and Saturday & Sunday afternoon/evening were the times of greatest interest; and 54% of respondents do not own golf carts but 32.66% indicated more cart parking would make them more likely to visit downtown.

Mr. Batton stated that if Council decided to pursue this then the Village would need to adjust the Golf Cart ordinance to allow golf cart shuttle service, which it currently prohibits. A parking location within ½ mile for shuttle service is yet to be determined and the mobile app could possibly be replaced with a business card that patrons receive to text or call a number. Mr. Batton stated a location for parking and charging shuttle carts would need to be determined as there is no indoor space currently available for that on VOP property.

Mr. Batton stated that if Council is interested in supporting this concept financially, our insurance provider indicates this should be a contractual arrangement where the Village is not the direct provider. He stated, as a final note, that Council should note that this is an off-cycle request and was not originally budgeted for. As such, since this is off-cycle, and there are existing plans for a parking structure in the current five-year plan, staff recommends that Council consider this opportunity as a part of a holistic downtown parking discussion during the next strategic retreat.

6. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Boesch, Council unanimously approved to adjourn the work session, by a vote 5-0, at 9:40 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

A videotape of this meeting is located on the Village website: www.vopnc.org

Vision: The Village of Pinehurst is a charming, vibrant community, which reflects our rich history and traditions.

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**DISCUSS AND CONSIDER RENEWAL OF UNIFORM RENTAL SERVICE
AGREEMENT FOR THE VILLAGE OF PINEHURST.**

ADDITIONAL AGENDA DETAILS:

FROM:

Brooke Hunter

CC:

Jeff Sanborn & Doug Willardson

DATE OF MEMO:

9/20/2021

MEMO DETAILS:

The Village utilizes uniform rental services in Public Services, Fleet, Harness Track, and Buildings & Grounds departments. Also included in this agreement are facilities service items such as door mats, soaps, hand sanitizers, mops, air fresheners, shop towels, etc. We are requesting renewal of our current five-year contract with UniFirst, which is set to expire in September 2021.

An extensive review process was performed in 2016 that considered uniform quality, service, and cost. Effort was also made to standardize uniform styles and colors across departments. Departments are overall satisfied with the service and quality received from UniFirst over the past five years. Costs have also remained low and in accordance with the Sourcewell (formerly National Joint Powers Alliance (NJPA)) cooperative purchase agreement.

Based on our satisfaction with the service, quality, and pricing received, we recommend that the Village renew our five-year service agreement with UniFirst Corporation under the Sourcewell cooperative purchase contract. This contract was competitively bid by Sourcewell, and the Village is allowed under state law to utilize cooperative purchasing contracts. These contracts offer lower prices due to the buying power of a much larger group and also offer greater contract protections that have proven to improve service delivery.

The estimated cost for the first year of service under the proposed renewed contract with UniFirst is \$25,500. We negotiated a 2% annual price increase as noted in the attached contract addendum. The 2% annual increase results in an estimated total contract commitment of \$133,000 over the five-year term.

In order to approve the new contract, we will need a motion authorizing the Village Manager to enter into the attached Customer Service Agreement with UniFirst Corporation for the provision of uniform rental services.

If you have any questions regarding the contract, please feel free to contact me.

ATTACHMENTS:

Description

☐ UniFirst Contract Renewal

AGREEMENT NO. 1014791
CUSTOMER NO. 1304791

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer)	VILLAGE OF PINEHURST/SW	LOC. NO.	267
ADDRESS	700 MCCASKILL RD	ROUTE NO.	Z5780
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
0102 LSSHT-65/35 WORKSHIRT		1	7	77	.1480		11.40	
0202 SSSHT-65/35 WORKSHIRT		1	7	77	.1250		9.63	
03UMLSSHT-UNIFIRST MICROCHECK		1	1	11	.2170		2.39	
04UMSSSHT-UNIFIRST MICROCHECK		1	1	11	.1740		1.91	
1034 SHORT-65/35 PLAIN FRONT 1		1	6	66	.1590		10.49	
1138 PNT-SIDE ELASTIC WAIST 65		1	8	88	.1960		17.25	
1527 JACKET-65/35 HIP LINED W/		1	8	16	.4000		6.40	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS

Sourcewell National Contract #040920-UFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED⁵: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
CUSTOMER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER NO. 1304790

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

AGREEMENT NO. 1014809
CUSTOMER NO. 1304790

COMPANY NAME (Customer)	VILLAGE OF PINEHURST/HT	LOC. NO.	267
ADDRESS	200 BELUAH HILL RD	ROUTE NO.	Z5810
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

[illegible]

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	YES
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS

Sourcewell National Contract #040920-UFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED⁵: _____

LOCATION MANAGER (Signature) _____ DATE _____

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
CUSTOMER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁶This Agreement is effective only upon acceptance by UniFirst Location Manager.

AGREEMENT NO. 1014790
CUSTOMER NO. 1304775

COMPANY NAME (Customer)	VILLAGE OF PINEHURST/FLEE	LOC. NO.	267
ADDRESS	500 MCCASKILL RD	ROUTE NO.	Z5820
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD¹	TOTAL FULL SERVICE	TOTAL VALU·LEASE²
03UMLSSHT-UNIFIRST MICROCHECK		1	3	33	.2170		7.16	
04UMSSSH-T-UNIFIRST MICROCHECK		1	3	33	.1740		5.74	
1138 PNT-SIDE ELASTIC WAIST 65		1	3	33	.1960		6.47	
1527 JACKET-65/35 HIP LINED W/		1	3	6	.4000		2.40	
8021 WIPERS-18X18 FOLDED		1	1	100 50	.0500		2.50	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20 %
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	YES
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

COMMENTS

Sourcewell National Contract #040920-UFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED⁵: _____
 LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

AGREEMENT NO. 1014808
CUSTOMER NO. 1304771

COMPANY NAME (Customer)	VILLAGE OF PINEHURST/S&G	LOC. NO.	267
ADDRESS	700 MCCASKILL RD.	ROUTE NO.	Z5830
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
0102 LSSHT-65/35 WORKSHIRT		1	11	121	.1480		17.91	
0202 SSSHT-65/35 WORKSHIRT		1	12	132	.1250		16.50	
03UMLSSHT-UNIFIRST MICROCHECK		1	2	22	.2170		4.77	
04UMSSSHT-UNIFIRST MICROCHECK		1	2	22	.1740		3.83	
1034 SHORT-65/35 PLAIN FRONT 1		1	10	110	.1590		17.49	
1138 PNT-SIDE ELASTIC WAIST 65		1	14	154	.1960		30.18	
1271 SHORT-MENS 65/35 CARGO 11		1	1	11	.2500		2.75	
1527 JACKET-65/35 HIP LINED W/		1	14	28	.4000		11.20	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS

Sourcewell National Contract #040920-UFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED: _____
CUSTOMER (Signature) DATE

ACCEPTED⁵: _____

LOCATION MANAGER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title)

LOCATION MANAGER (Print Name and Title)

EMAIL _____

¹ Out-sizes of otherwise Standard Merchandise are doomed to be Non-Standard Merchandise.

² Merchandise which is Va-H-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁶This Agreement is effective only upon acceptance by UniFirst Location Manager.

AGREEMENT NO. 1014787
CUSTOMER NO. 1304753

COMPANY NAME (Customer)	VILLAGE OF PINHURST/B&G	LOC. NO.	267
ADDRESS	420 MAGNOLIA RD	ROUTE NO.	Z5220
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
62A9 FLAT URINAL SCREEN COTTON		1	1	1/ 1	1.5000		1.50	
62A9 FLAT URINAL SCREEN COTTON		4	1	1/ 1	NC		NC	NC
76GB MAT-4X6 GREAT IMP 2.0		1	1	4/ 2	2.0600		4.12	
8793 FRESHENER ITEM TCELL DISP		1	1	6/ 6	NC		NC	NC
8800 FRESHENER ITEM-TCELL CUCU		1	1	6/ 6	1.5000		9.00	
8800 FRESHENER ITEM-TCELL CUCU		8	1	6/ 6	NC		NC	NC

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20 %
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

Sourcewell National Contract #040920-UFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED: _____
 CUSTOMER (Signature) _____ DATE _____

ACCEPTED⁵: _____

LOCATION MANAGER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title)

LOCATION MANAGER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

AGREEMENT NO. 1014786
CUSTOMER NO. 1304737

COMPANY NAME (Customer)	VILLAGE OF PINEHURST/FB	LOC. NO.	267
ADDRESS	200 BEULAH HILL RD	ROUTE NO.	Z5240
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
19AT 5456 PURELL TCH FREE GEL		1	1	1/ 1	1.5700		1.57	
1975 2720 DISP PURELL TOUCH FR		1	1	1/ 1	NC		NC	NC
76GA MAT-3X5 GREAT IMP 2.0		1	1	10 5	1.2000		6.00	
76GB MAT-4X6 GREAT IMP 2.0		1	1	8 4	2.0600		8.24	
8131 MOPS-HANDLE 1 1/8 X 60		1	1	1/ 1	NC		NC	NC
8336 MOPS-UNFRAMED 36"		1	1	6 3	.5400		1.62	
8793 FRESHENER ITEM TCELL DISP		1	1	4/ 4	NC		NC	NC
8794 FRESHENER ITEM TCELL CITR		1	1	4/ 4	1.5000		6.00	
8794 FRESHENER ITEM TCELL CITR		8	1	4/ 4	NC		NC	NC

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS	
Sourcewell National Contract #040920-UFC	

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED: _____
 CUSTOMER (Signature) DATE

ACCEPTED⁵: _____

LOCATION MANAGER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title)

LOCATION MANAGER (Print Name and Title)

EMAIL

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² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁵This Agreement is effective only upon acceptance by UniFirst Location Manager.

AGREEMENT NO. 1014785
CUSTOMER NO. 1304412

COMPANY NAME (Customer)	VILLAGE OF PINEHURST/PS	LOC. NO.	267
ADDRESS	700 MCCASKILL RD	ROUTE NO.	Z5790
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

[illegible]

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

COMMENTS

Sourcewell National Contract #040920-UFC

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
 CUSTOMER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title)

EMAIL

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee

^g This Agreement is effective only upon acceptance by UniFirst Location Manager.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.



CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) VILLAGE OF PINEHURST - RE LOC. NO. 267
ADDRESS 210 RATTLESNAKE TRAIL ROUTE NO. Z5850
PINEHURST, NC 28374 DATE 09/03/2021
PHONE (910) 295-5012 SIC/NAICS 6519

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
1976 5392PUREL FOAMTOUCH FREE		1	1	1/ 1	1.5600		1.56	
62A7 FLAT URINAL SCREEN CUCUMB		1	1	2/ 2	1.0000		2.00	
6299 MAT-DISPOSABLE URINAL		1	1	2/ 2	1.0000		2.00	
76GA MAT-3X5 GREAT IMP 2.0		1	1	22 11	1.2000		13.20	
76GB MAT-4X6 GREAT IMP 2.0		1	1	10 5	2.0600		10.30	
8131 MOPS-HANDLE 1 1/8 X 60		1	1	1/ 1	NC		NC	NC
8336 MOPS-UNFRAMED 36"		1	1	6/ 3	.5400		1.62	
8360 MOPS-UNFRAMED 60"		1	1	4/ 2	.9000		1.80	
8441 MOP-MICROFIB 60"CANVAS BA		1	1	4/ 2	1.6000		3.20	
8800 FRESHENER ITEM-TCELL CUCU		1	1	5/ 5	1.5000		7.50	
8800 FRESHENER ITEM-TCELL CUCU		8	1	5/ 5	NC		NC	NC
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT	OTHER CHARGES	AMOUNT
Garment preparation per piece		Non-stock sizes per piece	20%
Name emblem per piece		Special cuts per piece	3.00
Company emblem per piece		Restock/Exchange per piece	3.00
Direct Embroidery		Automatic Wiper Replacement	
Garment Maintenance Program	NO	Automatic Linen Replacement	
Loss Protection Maintenance Program	NO	Ongoing Prep Program	NO
Linen Maintenance Program	NO	Ongoing Emblem Program	NO
Mat Protection Program	NO	DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS
Sourcewell National Contract #040920-UFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: _____ DATE _____
SALES REP (Print Name) _____
ACCEPTED⁵: _____ DATE _____
LOCATION MANAGER (Signature) _____
LOCATION MANAGER (Print Name and Title) _____

ACCEPTED: _____ DATE _____
CUSTOMER (Signature) _____
CUSTOMER (Print Name and Title) _____
EMAIL _____

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

AGREEMENT NO. 1014789
CUSTOMER NO. 1304758

COMPANY NAME (Customer)	VILLAGE OF PINEHURST/PARK	LOC. NO.	267
ADDRESS	430 MAGNOLIA RD.	ROUTE NO.	Z5800
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
0102 LSSHT-65/35 WORKSHIRT		1	4	44	.1480		6.51	
0202 SSSHT-65/35 WORKSHIRT		1	4	44	.1250		5.50	
03UMLSSHT-UNIFIRST MICROCHECK		1	3	33	.2170		7.16	
04UMSSHT-UNIFIRST MICROCHECK		1	3	33	.1740		5.74	
1002 PNT-65/35 SOFTWILL PLAIN		1	1	11	.2640		2.90	
1034 SHORT-65/35 PLAIN FRONT 1		1	7	77	.1590		12.24	
1138 PNT-SIDE ELASTIC WAIST 65		1	6	66	.1960		12.94	
1527 JACKET-65/35 HIP LINED W/		1	7	14	.4000		5.60	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS

Sourcewell National Contract #040920-UFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED⁶: _____

LOCATION MANAGER (Signature) _____ DATE _____

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Va-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁶This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER NO. 1304754

COMPANY NAME (Customer)	VILLAGE OF PINEHURST/PARK	LOC. NO.	267
ADDRESS	395 MAGNOLIA RD.	ROUTE NO.	Z5210
	PINEHURST, NC 28374	DATE	09/03/2021
PHONE	(910) 295-5021	SIC/NAICS	8299

[illegible]

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	NO
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20 %
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	

COMMENTS	
Sourcewell National Contract #040920-UFC	

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
 CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

⁶ This Agreement is effective only upon acceptance by UniFirst Location Manager.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

PAGE 2 OF 2

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging" is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature _____ Date _____ (I have read and agree to all of the above Terms.)

Form #1253R - Rev. 09/20

Addendum

This is an Addendum to the Service Agreement between the Village of Pinehurst and UniFirst Corporation. The verbiage herein shall supersede all applicable statements in the Service Agreement.

TERM and PRICING: The Village of Pinehurst and UniFirst Corporation have agreed to the term of 60 months beginning upon the execution of this Agreement. All pricing is based on the Sourcewell National Contract #040920-UFC.

PRICE INCREASES: The Village of Pinehurst and UniFirst Corporation have agreed the prices detailed in this service agreement shall not be increased more than 2% annually.

As representatives of the Village of Pinehurst and UniFirst Corporation, we hereby agree to the terms of this addendum:

UniFirst Representative (Signature)

(Date)

Village of Pinehurst Representative (Signature)

(Date)

UniFirst Representative (Print)

Village of Pinehurst Representative (Print)



**DISCUSS AND CONSIDER UNITED WAY SIGN REQUEST
ADDITIONAL AGENDA DETAILS:**

ATTACHMENTS:

Description

- ▣ 105 Cherokee Rd.
- ▣ Memorial Drive - United Way Temp. Sign







DISCUSS AND CONSIDER REVISIONS TO THE HISTORIC DISTRICT GUIDELINES

ADDITIONAL AGENDA DETAILS:

FROM:

Alex Cameron

CC:

Jeff Sanborn & Darryn Burich

DATE OF MEMO:

9/23/2021

MEMO DETAILS:

The HPC conducted a work session on June 17th and discussed making some necessary and editorial changes to the current Historic District Guidelines. Most of the proposed revisions change any reference to the term "Guidelines" to "Standards" which is consistent with the recent changes to the North Carolina General Statutes Chapter 160D. Other changes are minor and editorial in nature with very few changes to the actual standards. The proposed changes are provided as an attachment to this agenda item with changes in red, strikethrough for deletions and underline for additions.

Following action by the Historic Preservation Commission (HPC) during their regular meeting on September 23rd, staff will provide Council with the recommended changes approved by the HPC.

ATTACHMENTS:

Description

- Historic District Guidelines Proposed Corrections



Village of Pinehurst

Historic District ~~Guidelines~~Standards



Adopted on January 28, 2020

GuidelinesStandards

Village of Pinehurst Council ~~Members~~

John Strickland, Mayor
Judy Davis, Mayor Pro-Tem
Lydia Boesch, Treasurer
Kevin Drum, Council Member
Jane Hogeman, Council Member

Historic Preservation Commission (HPC) ~~Commissioners~~

~~Molly Gwinn~~ Eric Von Salzen, Chair
Tom Schroeder, Vice-Chair
Anne Lucey ~~Jim McChesney~~, Commissioner-
Richard Vincent, Commissioner
~~Tom Schroeder~~, Vice Chair
John Taylor, Commissioner-
David Herring ~~Eric Von Salzen~~, Commissioner
Terry Lurtz, Commissioner

2016-18 Pinehurst Historic District Guidelines Revision Committee

~~Historic Preservation Commission (HPC) Chairman~~ Chair, Jim Lewis, HPC Chair ;
~~HPC Vice-Chair~~, Jack Farrell, HPC Vice-Chair
~~HPC Commissioners~~: Judy Davis, Molly Gwinn, and Jim McChesney, HPC
Commissioners-
~~Planning and Zoning Board Member~~, Leo Santowasso, Planning & Zoning Board
Member
~~Architect~~, Christine Dandeneau, Architect-
~~Village of Pinehurst Business Owner~~, Kevin Drum, Village of Pinehurst Business
Owner –
~~Home Builder~~, Wayne Haddock, Home Builder
~~Village of Pinehurst Staff~~, Stephanie Goodrich and Alex Cameron, Village of
Pinehurst Staff -

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I. INTRODUCTION

The Pinehurst Historic District ~~Standards~~ Guidelines for the Village of Pinehurst is a resource for property owners, architects, building contractors, Realtors® and other real estate professionals planning to make changes to the exterior of existing buildings or to construct new buildings in the Pinehurst Historic District. Demolitions and relocations of existing structures are also addressed in this document.

This document is the guide by which the Village Planner and the Historic Preservation Commission (HPC) evaluate applications for Certificates of Appropriateness (COA) which must be approved before projects in the Pinehurst Historic District can commence. To determine whether a property is in the Pinehurst Historic District, consult the map in Appendix B: *Map of the Pinehurst Historic District*.

The main body of this document focuses on design ~~standards~~ guidelines that property owners must consider in planning changes or additions to their properties, or in designing new construction projects in the Pinehurst Historic District. Other important information can be found in the Appendices.

A. THE SPECIAL CHARACTER OF THE PINEHURST HISTORIC DISTRICT

The special character of the Pinehurst Historic District evolved directly from the founding of the Village of Pinehurst in 1895 by James Walker Tufts of Boston. It was owned and managed by Mr. Tufts, his sons and grandsons from 1895 until 1970. During this 75-year period, the essential character of Pinehurst was preserved even as the community expanded beyond its central core of cottages, inns, and shops. The Tufts vision for a New England Village around a wooded village green endures today as the special character of Pinehurst.

To implement his vision in 1895, Tufts hired the landscape architecture firm of Frederick Law Olmsted, who designed a system of curvilinear streets and lush landscaping around the village green. The first cottages were small and reflected a combination of Queen Anne and Colonial Revival styles. By the 1920s, the Olmsted plan of curving streets spread to the west of Beulah Hill Road where properties were larger and substantial homes were built by private owners in a variety of architectural styles, displaying Colonial Revival, Mediterranean Revival, Cape Cod and Period Cottage characteristics. During the same period, the neighborhood to the east of the Village core expanded in a grid pattern to accommodate more modest housing for resort staff. The neighborhood includes cottages in a range of popular national styles from different eras, for example Ranch, Cape Cod, and Modernist dwellings. Also located in the neighborhood are the elementary school, a church, a car dealership, and a few businesses.

The Village of Pinehurst today retains its historic character due to the careful preservation of original structures from the late 19th and early 20th centuries and the cultivation of its lush landscapes. The village is protected by Pinehurst Historic Overlay District, which was established by the Village Council in 2006 in accordance with ~~North Carolina General Statute 160A-400~~ North Carolina General Statute 160D-940(1), to "safeguard its heritage by preserving any district or landmark therein that embodies important elements of its culture, history, architectural history, or prehistory." At the same time, the Village Council appointed the Historic Preservation Commission to develop and administer the ~~Guidelines~~Standards that would maintain the special character of the properties ~~and landscapes~~and landscapes within the district. ~~By amendment of the Statue effective 2021, the Guidelines were renamed as Standards.~~

B. THE HISTORIC PRESERVATION COMMISSION

The mission of the Historic Preservation Commission (~~HPC~~) is to “preserve and approve that which is congruous with the special character of the Village of Pinehurst Historic District.” The ~~Guidelines~~Standards in this document beginning in Section III provide the HPC and Village of Pinehurst Planning Staff with tools to assess whether a proposed change, addition, or new construction will be congruous with the special character of the Pinehurst Historic District.

In addition, the ~~Guidelines~~Standards are intended to inform property owners and to help them understand how changes or additions to their property will contribute to the preservation of the Pinehurst Historic District. A fundamental objective is to ensure that changes and additions to existing structures are congruous with the Pinehurst Historic District. Likewise, new construction should be congruous with the District.

Owners, architects and builders are encouraged to consider and comply with all the ~~Guidelines~~Standards. The strongest recommendations contain the words “**must**,” “**must not**,” or “**it is not appropriate**.” For example:

- Any changes or additions to the configuration an existing roof **must** be compatible with the structure and **must** be congruous with the Pinehurst Historic District
- **It is not appropriate** to introduce new windows or door openings if they will compromise the architectural integrity of the structure.

Other ~~guidelines~~Standards contain the word “**should**.” For example:

- Changes or additions to the configuration of any existing roof **should** be compatible with the existing structure.

All ~~guidelines~~Standards contribute to the standard of congruity with the special character of the Pinehurst Historic District by which the HPC evaluates applications for changes, additions, demolitions, relocations, and new construction. In short, a project must meet the overarching requirement that it is congruous with the special character of the Pinehurst Historic District in order to be approved and issued a Certificate of Appropriateness.

The Historic Preservation Commission may at times determine that a proposed change or design which does not meet the ~~Guidelines~~Standards is, in fact, ~~more as~~ congruous with the special character of the Pinehurst Historic District ~~than as~~ if the property owner had followed the ~~Guidelines~~Standards. Conversely, an application meeting the ~~Guidelines~~Standards could be determined to be incongruous with the character of the District. Strict adherence to the ~~Guidelines~~Standards in those cases is not required if the Historic Preservation Commission ~~clearly states on the record the reasons why~~ finds that the proposed design or improvements are congruous or incongruous ~~before when~~ issuing or denying a Certificate of Appropriateness.

C. PRINCIPLES OF PRESERVATION

The [GuidelinesStandards](#) are not meant to be a comprehensive preservation manual. There are *additional resources* listed in Appendix G, which may be used to supplement these [GuidelinesStandards](#).

- A major source of materials are The Preservation Briefs published by the National Park Service.
- Owners of historic properties should give special consideration to the Secretary of Interior's Standards for Rehabilitation. Those offer excellent guidance for property owners who are committed to the preservation or restoration of their historic property.
- An application form for work which will require a Certificate of Appropriateness is available from the Village of Pinehurst Planning Department, and may also be downloaded from the Village website.; vopnc.org
- Many of the terms found in these- [GuidelinesStandards](#) have very specific meanings. Applicants have the responsibility to review and understand these definitions and how they may affect their application. Appendix H contains a comprehensive glossary of relevant terms.

Based on the Secretary of the Interior *Standards for the Treatment of Historic Properties*, the Pinehurst Historic District [GuidelinesStandards](#) are not meant to be a comprehensive preservation manual, but a starting point for making design or restoration decisions. While working on historic structures within the Pinehurst Historic District, applicants should keep the following principles in mind:

Identify, Retain, and Preserve Historic Features and Materials

Character-defining materials and features should be repaired rather than replaced. If a material (i.e.: asbestos siding) is no longer available, it should be replaced with a material that is a close match to the original in texture, shape and color.

Maintain, Stabilize and Protect Historic Materials and Features

Attempts should be made to stabilize and repair deteriorated features and materials before replacement. Proper maintenance and weatherization will serve to protect a structure or building within the district. There are several technical bulletins on the National Park Service, Technical Preservation Services website that can help assist in maintaining a historic resource.

Replace Deteriorated Component That Are Beyond Repair With "In Kind" or Compatible Materials

All effort should be made to replace the historic fabric of the building using the same material as the original construction. That includes the type of materials, the design, dimensions, mass, scale, orientation, color detailing and texture.

Substitute materials can be used if the original material is no longer available. Substitute materials should match the historic materials as closely as possible, physically and visually. This does not apply to hidden structural components.

Use of replacement materials should be limited in scope to only the elements that are deteriorated beyond repair. Missing historic features can be replaced if documented by historic photographs or physical evidence

D. FREQUENTLY ASKED QUESTIONS

Following are typical questions about the Pinehurst Historic District, the kinds of projects requiring a Certificate of Appropriateness (COA), and the process for securing approval. Consult the appropriate sections of the [GuidelinesStandards](#) for additional information.

Q1. What is the Pinehurst Historic District? When was it created and on whose authority? Is it the same as the National Historic Landmark District?

A. The Pinehurst Historic Overlay District was established by the Pinehurst Village Council in 2006 under authority cited in North Carolina General Statute ~~160A-400~~[160D-940\(1\)](#), which grants a municipality the authority to “safeguard its heritage by preserving any district or landmark therein that embodies important elements of its culture, history, architectural history, or prehistory.” The entire statute can be found on the North Carolina General Assembly legislation webpage. At the same time, the Pinehurst Village Council appointed the seven-member Pinehurst Historic Preservation Commission (HPC), for the purpose of developing and administering the Historic [Guidelines Standards](#) that would maintain the character of properties and landscapes of the district.

The Pinehurst Historic District is not the same as the National Historic Landmark (NHL). The NHL is an honorary designation that was awarded to the Village of Pinehurst by the National Park Service in 1996. The boundaries that define the area included in the NHL are not the same as the boundaries of the local Pinehurst Historic District. The Pinehurst Historic District includes properties that are included in the NHL, but also includes several other streets and many other properties.

Q2. How do I know if my property is in the Pinehurst Historic District?

A. A map of the Pinehurst Historic District can be found in Appendix B. More detailed maps can be found on the Village of Pinehurst website (www.vopnc.org). If you have any question about whether a property is in the Pinehurst Historic District, contact the Village Planner at 910-295-1900.

If your home is in the Pinehurst Historic District, property owners are encouraged to consult the Tufts Archives at 150 Cherokee Road as it houses a number of old photographs of historic homes. Referencing these photos may assist in design decisions.

Q3. My house is not historic, but it is located in ~~a~~ the Historic District. Why am I required to follow the Historic [GuidelinesStandards](#)?

A. The Pinehurst Historic District boundary is based on the architectural character of the residences and streetscapes that contribute to the overall historic nature of the Village and its special character. The early vision for the Village of Pinehurst was a group of buildings in a designed landscape that closely resembled a New England town, a vision that continues. ~~That vision remains in focus in neighborhoods that have preserved a unity of overall design, scale, setting, materials, workmanship, feeling, and association.~~ Your

house may be fairly new, but its location ~~in a neighborhood that~~ contributes to the character of the Village ~~and~~ warrants its inclusion in the Pinehurst Historic District. All renovations, as well as new construction, in the Pinehurst Historic District provide an opportunity for the continued evolution of historical architecture in the District.

Q4. Do the ~~Guidelines~~Standards and the HPC require the use of historic materials in every case or are contemporary substitutes allowed?

- A. The ~~Guidelines~~Standards are written to promote retention of architectural character without necessarily requiring the use of historic building materials. Original materials are preferred when making repairs or additions, but ~~many modern substitute~~ materials, which have the appearance and texture of original materials, ~~are~~ may be appropriate and allowed. These ~~Guidelines~~Standards and the Historic Preservation Commission that administers them try to maintain a balance between preserving the special character of the Pinehurst Historic District and recognizing that advances in materials may accomplish the same goal. Since new materials are frequently introduced, the HPC has the flexibility and authority to approve materials that achieve congruity within the Pinehurst Historic District.

Q5. How do the Pinehurst Historic District ~~Guidelines~~Standards differ from the Pinehurst Development Ordinance?

- A. The Pinehurst Development Ordinance (PDO) applies to the entire Village of Pinehurst while the Pinehurst Historic District ~~Guidelines~~Standards only apply to properties located within the local Historic District. The PDO is far more detailed and addresses many issues that are not covered in the Pinehurst Historic District-~~Guidelines~~Standards. All construction projects in Pinehurst that require a building permit and/or zoning approval **must** satisfy the provisions of the PDO. In the Pinehurst Historic District, a Certificate of Appropriateness (COA) is required for Minor and Major Work as defined in Section II, Chapters C and D.-~~Guidelines~~Standards in the Pinehurst Historic District may be, and in some cases are, stricter than those in the PDO.

Q6. What is the purpose of the Historic Preservation Commission?

- A. The purpose of the Historic Preservation Committee (HPC) is to approve Certificates of Appropriateness for new construction or Major Work, and to do so by conducting hearings and findings of fact when applications come before it. ~~The HPC's mission~~ It is the mission of the HPC is to take no action except to preserve and approve that which is congruous with the special character of the Pinehurst Historic District.

Q7. When and where does the HPC meet?

- A. The HPC meets regularly on the fourth Thursday of every month, except November and December when it meets on the third Thursday. The HPC ~~Chairman~~Chair may call a special meeting if needed to accommodate a time-sensitive application. Meeting dates are posted on the Village of Pinehurst website and are held in the Village Hall at 395 Magnolia Road. The meetings are quasi-judicial public hearings. Participants may give sworn testimony to provide competent, relevant and material evidence on an

Q8. If I don't agree with the decision of the HPC, how can I appeal?

- A. ~~If a Certificate of Appropriateness application is denied by the HPC, the property owner may appeal to the Board of Adjustment within 30 days. Objections to approved projects~~ A party who objects to the decision of the HPC on granting of a Certificate of Appropriateness may ~~also be~~ appealed to the Board of Adjustment within 30 days. Subsequent appeals are to be heard by the ~~NC~~ Moore County Superior Court. Applications for appeals can be found on the Village's website. ~~Appeals can involve technical requirements and legal issues. A person deciding whether to take an appeal should consider retaining knowledgeable legal counsel.~~

Q9. Who is on the HPC? Can I apply to join the HPC?

- A. The HPC is comprised of seven citizen volunteers who are appointed by the Village Council to two-year terms. They may be reappointed to serve a maximum of three terms. Commissioners should have demonstrated a special interest, experience, or education in history, architecture, and/or archaeology. All commissioners must reside in the Village of Pinehurst. Any qualified resident is invited to apply. Volunteer applications forms are available at Village Hall and also on the Village's website at www.vopnc.org.

Q10. What projects require approval from the Historic Preservation Commission?

Can I make changes to my property without anyone's approval?

- A. Not all projects require approval from the HPC. Please review the definitions in Section II to correctly identify the type of approval your project requires.

Q11: How are the terms "congruous" and "compatible" defined and how are these terms applied?

- A. The HPC bases its decision to approve or deny a COA application on whether the project is congruous with the historic character of the Pinehurst Historic District. A project, including a renovation, addition, or new construction, must be in harmony or congruous with the character, density, scale, and setting of the surrounding properties.

~~Congruous means appropriate, harmonious, compatible or consistent.~~

~~—Incongruous means inappropriate, incompatible, or not in keeping with the character of the property or the Pinehurst Historic District~~

Changes or additions to an existing building must be sufficiently **compatible** with the primary structure and **congruous** with the Pinehurst Historic District. New buildings must be sufficiently **congruous** with the special character of the Pinehurst Historic District. The fact that any particular feature or set of features contained in an application being reviewed by the HPC exists on one or more other properties in the Historic District does not necessarily meet the applicant's burden of demonstrating that the application, if approved, would be congruous.

Q12: "The field of play" what does it mean?

- A. The term “Field of Play” shall mean the area within the Recreational Development (RD) zoning district where golf activity occurs. With the exception of buildings, property located within the area known as the “field of play” is excluded from these Standards. For example, repair, relocation or addition of compatible signage, landscaping, and/or cart paths on property within the “field of play” ~~are excluded from these regulations.~~ may be made without seeking approval from the HPC.

II. PINEHURST HISTORIC DISTRICT ~~GUIDELINES~~STANDARDS AND OVERVIEW

The Historic Preservation Commission meets monthly to decide on applications for Certificates of Appropriateness. The Village Planner is available to assist property owners or their designees – for example, an architect or builder – in interpreting the ~~Guidelines~~Standards appearing in Sections III to IX and their applicability to the project prior to design review by the Commission, as well as during project implementation.

A. APPROVAL REQUIREMENTS

Projects can be approved two ways, depending on the extent of the work and possible alteration of historic features. Some repairs and minor replacements or improvements can be approved at the staff level. For major work, typically additions and new construction, a public hearing before the HPC is required. The following sections provide guidance to enable the property owner to determine what type of approval, if any, must be obtained before beginning work.

If there is any doubt whether a project requires a Certificate of Appropriateness (COA) or what level of approval is required, consult with the Village Planner at (910) 295-1900. If changes to a previously issued Certificate of Appropriateness are requested, the application must be amended and approved based upon the ~~Guidelines~~Standards. The nature of the work will determine whether the change requires staff or Commission approval. The discontinuance of work or the lack of progress toward achieving compliance with a COA for a period of one year shall be considered as a failure to comply with a COA and may require a new application and approval; see additional details in Sections C and D below.

Projects fall into one of three types as defined below.

- 1. Basic Work and Routine Maintenance**
- 2. Minor Work**
- 3. Major Work**

B. BASIC WORK AND ROUTINE MAINTENANCE

Basic Work and Routine Maintenance require no approval from the Village Planner or Historic Preservation Commission. Basic Work and Routine Maintenance includes, but is not limited to the following:

- Installation of address numbers and mailboxes
- Replacement of broken or damaged glass, as long as the replacement matches the existing glass
- Replacement or refinishing of existing signage to match existing
- Caulking and weather stripping
- Repair in-kind of gutters and downspouts
- Replacement of gutters and downspouts where replacement materials match the existing materials in detail and color
- Replacement of light fixtures with new fixtures that are compatible with the primary structure
- Installation of life safety equipment (e.g., automated external defibrillators, fire extinguishers, etc.) or items for special events (e.g., tents, displays, storage pods, etc.) that are congruous with the Pinehurst Historic District
- Installation of foundation vents and replacement of access doors
- Replacement of mechanical equipment, including HVAC units, that does not change from existing location/appearance/screening
- Removal of existing fencing
- Repairs to fences, decks, and driveways as long as replacement materials match the existing materials in detail, style, dimensions, and color
- Repairs to walks and patios, as long as the replacement matches the existing walks and patios
- Repair of existing street and/or yard lighting
- Repair or replacement of masonry foundations where the existing foundation material is retained or where new material matches the existing foundation
- Repointing and other masonry repairs when the color and composition of the mortar matches the existing mortar and new brick or stone matches the existing masonry as closely as possible
- Removal of lighting
- Removal of storm windows and storm doors
- Minor landscaping, including vegetable and flower gardens, and shrubbery
- Removal of screening from screened-in porches
- Removal of dead or diseased trees along the street front that are not in the right-of-way

C. MINOR WORK

Minor Work projects require a Certificate of Appropriateness issued by the Village Planner. The category of Minor Work includes projects in which the visual character of a structure or site is not significantly altered. Minor Work projects **that meet the requirements of the Historic ~~Guidelines~~Standards** can be approved by the Village Planner.

~~As Minor Work projects do not have a material effect on neighboring properties, the Village of Pinehurst does not require that the adjacent property owners be notified. Normally, Minor Work projects can be approved fairly quickly. In some cases, the Village Planner may elect to refer a Minor Work case to the HPC for consideration. Minor Work projects must meet all applicable standards.~~

The Village Planner may meet with the property owner at the site if necessary and determine if the proposed work is Major or Minor. If the proposed work is Minor and approved, a Certificate of Appropriateness can be issued by the Village Planner. If the Village Planner or designee does not or cannot approve the proposed work, an application for a Certificate of Appropriateness will need to be presented to and reviewed by the Historic Preservation Commission.

~~As Minor Work projects do not have a material effect on neighboring properties, the Village of Pinehurst does not require that the adjacent property owners be notified. Normally they can be approved fairly quickly. In some cases, the Village Planner may elect to refer a Minor Work case to the HPC for consideration. Minor Work projects must meet all applicable requirements.~~

Minor Work includes, but is not limited to, the following:

- Installation of additional mechanical and utility equipment in a new location including, but not limited to, heating and air conditioning units and private well enclosures and associated tanks that are screened from view with shrubbery or appropriate fencing.
- Installation of small/micro cell wireless facilities that meet the ~~guidelines~~standards
- Replacement or removal of siding that covers original material, such as removal of asbestos (which must have an asbestos report submitted to the building inspector), asphalt, or other artificial siding when the original siding beneath is to be repaired and repainted or stained
- New parking areas, walks, and driveways
- Addition of shutters and awnings
- Addition of fences, walls, and columns
- Addition of decks and patios that will be located in the rear yard
- Installation of accessibility ramps and exterior fire exits
- Construction of an arbor, water feature (not including pools), pergola and/or trellis that

will be located in the rear yard

- Addition of new ~~and/or replacement~~ signage
- Screening-in an existing side or rear porch that is not visible from the street
- New installation of gutters and downspouts
- Painting a surface a different color that is consistent with Village of Pinehurst Color Palette

C. MINOR WORK CONTINUED

- Installation of structures or features that are short-term (less than 1 year) or intermittent in nature (e.g., construction trailer, television, temporary cellular facilities, mobile units, etc.).
- Replacement of existing siding, trim, porch flooring, steps, shutters, awnings, etc., as long as replacement materials match the original or existing materials in detail and color
- Replacement of roofing material of the same style, size, and color
- Replacement of doors and windows that are the same style, material, size, and color as the existing doors and windows
- Replacement of missing details, including missing or deteriorated siding and trim, porch floors, ceilings, columns, balustrades, or other architectural details, with new materials that are compatible with existing details
- Installation of storm windows and doors
- Installation of skylights and solar panels not visible from the street
- Installation of accessory buildings with no dimension greater than 12 feet
- Demolition of small outbuildings that are ~~120~~144 square feet or less
- Six-month extension of an approved Certificate of Appropriateness
- Renewal of an expired Certificate of Appropriateness where no change to approved plans is being proposed, and there has been no change to circumstances under which the certificate was initially approved
- Minor work changes to an approved COA prior to the work being completed, except in cases when those changes fall under the category of Major Work
- Pool demolition and infill

D. MAJOR WORK

Major Work projects must be approved by the Historic Preservation Commission in a public hearing before a Certificate of Appropriateness can be issued. In general, these are projects which involve a change in the appearance of a structure or landscape, are more substantial in nature than Minor Work projects, or Minor Work not approved by Planning Staff.

Certificate of Appropriateness applications for Major Work requiring HPC approval include, but are not limited to, the following:

- New construction or additions not considered to be Minor Work
- Relocation, removal or demolition of any structural part of a primary structure including accessory buildings or accessory structures that exceed ~~120~~ 144 square feet
- Replacement of architectural details that changes the design or materials from the existing details
- Changes to roof lines
- Replacement of windows and doors that are not compatible with the existing window(s) and/or door(s)
- Eliminating or adding windows and/or doors
- Resurfacing buildings with different materials from that which was removed
- Replacement roofing with a different material or style from that being replaced
- Installation of structures that are not temporary and expected to be in place for one (1) year or greater, or potentially longer-term structures or features that may not be permanently affixed to the structure (e.g., modular units)
- Removal of trees twelve (12) inches and larger in diameter at breast height (DBH) along the street side of a residence
- Installation of in ground swimming pools
- Installation of freestanding ATMs or kiosks
- Installation of small/micro cell wireless facilities
- Minor Work items not approved by the Village Planner

E. HOW TO OBTAIN A CERTIFICATE OF APPROPRIATENESS

The ~~Guidelines~~Standards detailed in Sections III to IX apply to existing properties and new construction projects, whether residential or commercial. The process for submitting an application for Minor or Major Work begins with the Village Planner. The Planner can provide details on the schedule for review from the Historic Preservation Commission, if appropriate, as well as the level of documentation and number of copies required. The Planner can assist property owners or their designees, such as an architect or builder, in interpreting the ~~Guidelines~~Standards and their applicability to the projects prior to design review.

In addition, the process for submitting an application is detailed in Appendix C and illustrated in the Certificate of Appropriateness (COA) Flow Chart on page 15. The term “applicant” denotes the property owner, or designee, who is requesting the change or new construction. Contact the Village Planner with any questions about how to proceed at (910) 295-1900.

Major Work projects require review by the Historic Preservation Commission. The Commission meets on the fourth Thursday of each month, except in November and December when it meets on the third Thursday.

The deadline for receipt of completed applications for ~~Mmajor~~ Wwork is three weeks before each monthly hearing. The application must be accompanied by drawings, photographs, specifications such as building height and setback distances, etc. The HPC only considers applications meeting all applicable requirements of the Pinehurst Development Ordinance once confirmed by the Village Planner. This time limit permits the Village Planning staff to prepare agenda information for each item as provided by the property owner. A checklist for property owner preparation is also included in Appendix C. Adjacent property owners are notified of the application as required by law.

The order of business for the quasi-judicial Historic Preservation Commission hearing is typically as follows:

1. Introduction of each agenda item by the Village Planner
2. Swearing in of property owners, or their designees, and witnesses
3. Testimony by the property owners, or their designees
4. Questions by Commissioners with additional testimony from property owner or designees
5. Testimony by other participants.
6. Further testimony by the property owners, or their designees, if desired
7. Additional discussion by the Commissioners
8. A motion and vote by Commissioners

There are certain situations when a Certificate of Appropriateness may be amended by The Village Planner after it has been approved by the Commission. Proposed changes shall be submitted to the Village Planner for review. Village Staff may only approve changes that are not considered Major Work. ~~These changes approved by Village Staff are on a case by case basis and should be submitted in writing.~~

F. PUBLIC MEETINGS

The remarks and documents presented by the property owner and other witnesses and participants in the hearing are important because they allow the Commission to be fully informed about the project. The purpose of review by the Commission is to determine if the project is congruous with the special character of the Pinehurst Historic District. The Commission will grant or deny a COA based on findings of fact relative to the application of the ~~Guidelines~~Standards. Approval may be subject to conditions necessary for the project to meet the ~~Guidelines~~Standards.

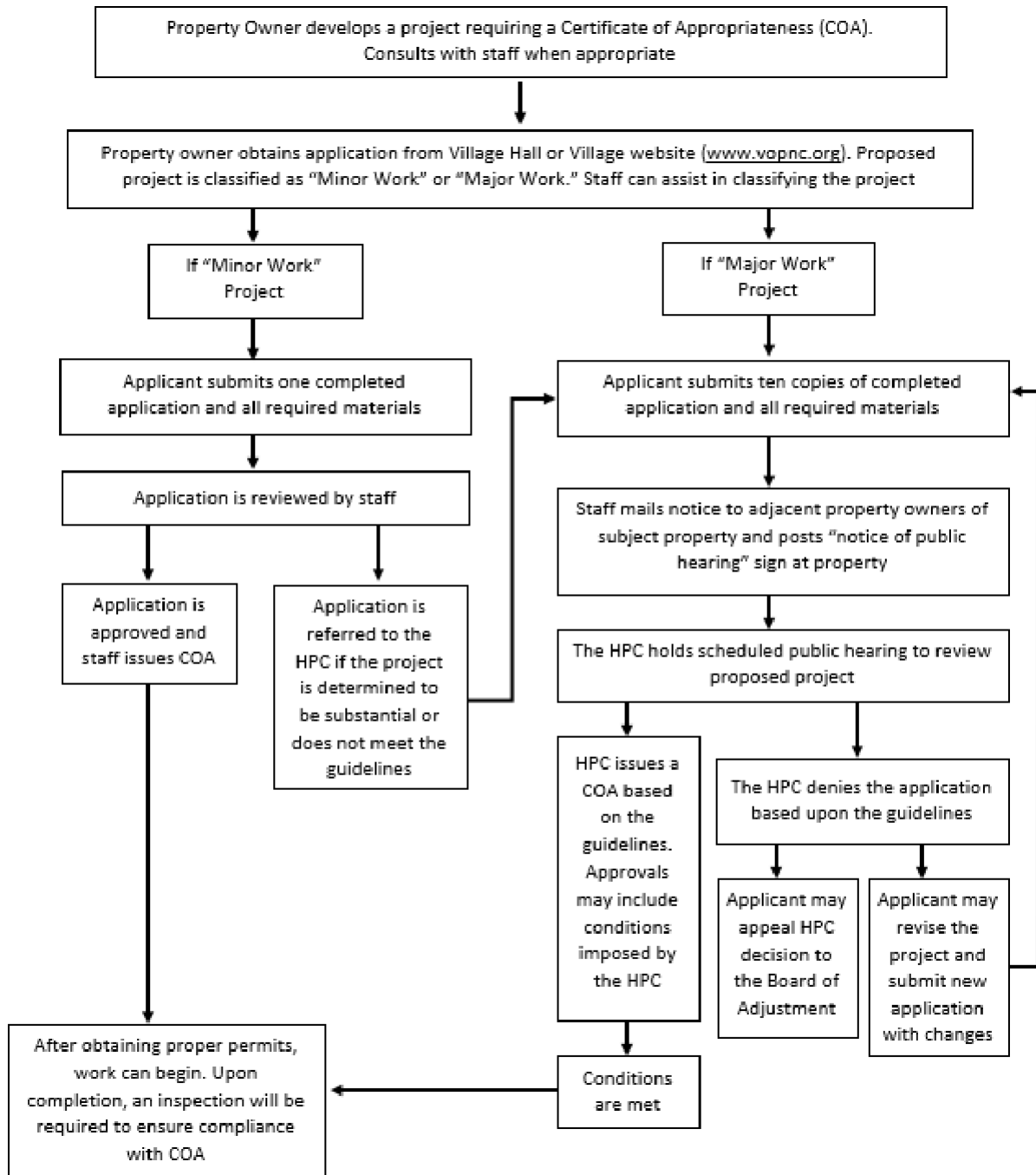
As all hearings are recorded, the video recording may be retrieved from the Village of Pinehurst website: ~~www.vopnc.org~~
(www.vopnc.org)

G. Inspection Process

After ~~the public hearing process and once~~ projects requiring a COA have been completed, an inspection by the Village Planner is required to ensure compliance with the approved ~~conducts an inspection to ensure that work was completed as approved in the~~ COA. The following is the inspection process for both Minor and Major COA inspections:

1. When a historic district project is complete and ready for inspection please contact the Village's Planning Department and schedule an inspection appointment with a Planner. Typically inspections can be conducted the next day or within a reasonable amount of time.
2. The Planner will visit your project site to inspect the work performed under the permit.
 - a. During the inspection, the Planner will compare the work based on the approved plans and ensure the completed work is consistent with the approved plans.
3. If the work is consistent with what was originally submitted and approved, the Planner will approve the work and close out the COA.
4. If there are any discrepancies between the approved plans and what was built, an applicant ~~have~~ has three options available to pursue:
 - a. The applicant may meet standards and/or address the discrepancies by building to the approved plan.
 - b. If the changes qualify as minor work, the applicant may apply for a minor COA
 - c. If the changes qualify as major work, the applicant may apply for a major COA and go before the Historic Preservation Commission.
5. After all the previously identified issues have been addressed, please contact the Planning Department and arrange for a re-inspection.

H. CERTIFICATE OF APPROPRIATENESSFLOWCHART



III. CHANGES TO EXISTING RESIDENCES



The following ~~Guidelines~~Standards apply to proposed projects that change or renovate exterior facades of existing homes in the Pinehurst Historic District.

Chapters A to J describe various building elements such as roofs, porches, and mechanical systems

Chapters K to M describe building materials such as wood, masonry, and architectural metals

Chapter N describes the Village of Pinehurst Color Palette

Section IV addresses ~~Guidelines~~Standards for *Residential New Construction*. Please consult Section VII *Site Features* for details on ~~Guidelines~~Standards for such features as fences, landscaping or lighting that may be relevant to an addition or renovation project.

Many existing structures in the Pinehurst Historic District utilize materials and features that would not be approved for new construction. Property owners will be allowed to continue the use of those non-conforming materials for additions and accessory buildings.

E. SHUTTERS AND AWNINGS

1. New shutters **must** be compatible with the historic character of the structure and **must** be congruous with existing shutters in the Pinehurst Historic District.
2. Shutters that contribute to the overall historic form and character of a structure, including their functional and decorative features, should be retained and preserved.
3. If a shutter or awning is missing or deteriorated and replacement is desired, it should be replaced with a new shutter or awning based on the original or a new design compatible with the character of the structure.
4. Shutters should be wood or have the appearance of wood in composition and texture, and be appropriately mounted.
 - a. If the original shutter was operable, the replacement should be operable or appear to be operable.
 - b. Each shutter ~~should~~ must be equal to the height of the window opening, and one half the width.
 - c. Shutters on arched windows ~~must~~should have an arched head as well.
 - d. Shutter color should be compatible with the structure and should be in the Village of Pinehurst Color Palette.
5. Awnings should be based on historical awning profiles, styles, and shapes and be in a scale compatible with the building.
 - a. New awnings should not obscure windows, doors, porches, or other character-defining features or damage the original material.
 - b. It is preferable that awnings be canvas or a woven fabric.
 - c. Awning colors ~~should be compatible with the colors of the structure and~~ must ~~should~~ be in the Village of Pinehurst Color Palette.

G. PORCHES, ENTRANCES AND BALCONIES

1. New porches, entrances, and balconies or alterations to porches, entrances, and balconies on street-facing elevations **must** be compatible with the architectural character of the structure and **must** be congruous with similar elements in the Pinehurst Historic District.
2. Front porches, entrances, and balconies that contribute to the overall historic form and character of a structure should be retained and preserved.
 - a. All architectural features that are character-defining elements of porches, entrances, and balconies, including piers, columns, pilasters, balustrades, steps, railings, brackets, floors, ceilings, soffits, and trim should be retained and preserved.
 - b. Porch, entrance, and balcony material, such as flooring, ceiling board, lattice, and trim should be retained and preserved.
 - c. An existing entrance or porch should not be removed from street-facing elevations unless historically accurate or compatible with the architectural character of the structure.
 - d. A front porch or balcony should not be enclosed in any form unless historically accurate or compatible with the architectural character of the structure.
 - e. If enclosure of a side or rear porch is required, the enclosure should be designed so the character and features of the porch are preserved.
 - f. All decorative porch posts, railings, brackets, cornices and cornice trim should remain uncovered and preserved.
3. New porches and entrances on the street-facing elevations **must** be compatible in height and architectural character with the existing structure, and based on historical evidence that a porch is appropriate to the structure or the style of structure.
 - a. The height of the porch should align with the first floor level of the structure.
 - b. Porch posts, columns, and railings should be compatible in composition, dimension, shape, color, pattern and texture with the structure.
 - c. New porches ~~should be painted or stained in a color compatible with that of the structure and~~ **must be** in the Village of Pinehurst Color Palette
4. If an entrance, porch or balcony feature is completely missing and is to be replaced, it should be replaced with a new feature based on the original feature or a new design compatible in form, scale, proportion, roof shape, detail, material and color with the character of the structure.
5. If repair or replacement of an entire porch, entrance or balcony or a feature or deteriorated detail or element is necessary, it should be limited to the minimal amount necessary and replaced in kind, matching the original in height, scale, proportion, roof shape, detail, material and color. Any substitute materials used should match the original in composition, dimension, size, shape, color, pattern and texture, but using the original material is preferred.

I. ADDITIONS AND ACCESSORY BUILDINGS—CARRIAGE HOUSES, GARAGES, AND OTHER BUILDINGS

1. Additions and new accessory buildings, such as carriage houses, garages, and other buildings, **must be** compatible with the character and scale of the primary structure and **must be** congruous with the character of the Pinehurst Historic District.
2. Accessory buildings, including carriage houses, garages or other buildings and their features that contribute to the overall character of the primary structure should be retained and preserved. Removal or relocation of an accessory buildings **must** comply with the [guidelinesstandards](#) in Section VIII.
3. If a carriage house, garage or outbuilding is completely missing and replacement is desired, the replacing structure **must** comply with the [guidelinesstandards](#) for new construction.
4. Repair of a carriage house, garage or building feature or deteriorated detail or element should be limited to the minimal amount necessary and be replaced in kind.
 - a. Compatible substitute material for repair should match the original material in composition, dimension, size, shape, color, pattern and texture, but using the original material is preferred.
 - b. If the material used on the primary structure is non-conforming with the current Pinehurst Historic District [GuidelinesStandards](#), the same material is permitted on additions and accessory buildings.
5. New features, such as windows or door openings, bays, vents, dormers, roof forms, balconies, chimneys, or other details should not be introduced on existing carriage houses, garages, or buildings if they are incompatible with the primary structure.

DESIGN GOAL A lower roof slope for an accessory building creates appropriate spatial definition of the two structures. The same is true for the pediment over the door in the two illustrations on the right.	Preferred House with low slope pediment aligned Not recommended House with equal roof garage and slopes and taller pediment above front door
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K. WOOD

1. New wooden features or details or replacement of a missing feature or detail or element **must** be compatible with the architectural character of the structure and **must** be congruous with the Pinehurst Historic District.
2. Wooden features that contribute to the overall character of a structure and a site, including such functional and decorative elements as siding, shingles, cornices, architraves, brackets, pediments, columns, balustrades, and architectural trim should be retained and preserved.
3. If a wooden feature is completely missing and is to be replaced, it should be replaced with a new feature based on an original feature or a new design compatible in scale, size, material, texture, and color with the structure.
4. If repair or replacement of an entire wooden feature, deteriorated detail, or element is necessary, it should be limited to the minimal amount necessary and replaced in kind, matching the original in composition, dimension, size, shape, color, pattern and texture.
 - a. Substitute material should match the original material in composition, dimension, size, shape, color, pattern, texture and profile.
 - b. Painted wooden siding that is sound should not be replaced or covered.
5. Vinyl, aluminum, Masonite or similar engineered wood product **must not** cover a wooden detail, element, or feature.
6. Wooden surfaces and features **must be** ~~be painted or stained and~~ ~~must be~~ should be in colors that are in the Village of Pinehurst Color Palette.
7. Use of vertical siding or authentic board and batten should be limited to accents and not be a primary siding. Plywood siding is **not permitted**.

L. MASONRY

1. The addition of a masonry feature or the alteration of a distinctive masonry element or material **must** be compatible with the architectural character of the structure and **must** be congruous with the Pinehurst Historic District.
2. Masonry features that contribute to the overall character of a structure and site should be retained and preserved, including walls, foundations, roofing materials, exposed chimney walls, cornices, quoins, steps, piers, columns, lintels, arches, and sills.
3. If a masonry feature is completely missing and is to be replaced, it should be replaced with a new feature based on the original feature or a new design compatible with the texture, scale, size, material and color of the historic structure.
4. Historic masonry materials, such as brick, terra cotta, limestone, granite, stucco, slate, concrete, block, and clay tile, as well as their distinctive construction features should be retained and preserved.
5. If replacement of a deteriorated detail, module, or element of a masonry surface or feature is necessary, only the deteriorated portion should be replaced in kind rather than the entire surface or feature.
 - a. If replacement of a large masonry surface or entire feature is necessary, it should be replaced in kind, matching the original in composition, dimension, size, shape, color, pattern and texture.
 - b. Compatible substitute material is permitted if it matches the original material in composition, dimension, size, shape, color, pattern and texture, but using the original material is preferred.
6. Manufactured stone should have the appearance of natural stone in scale, size, texture and color.
7. Traditionally exposed brick or stone surfaces should not be parged or covered with materials like stucco, concrete, wood, or a synthetic material.
8. Masonry elements and terra cotta surfaces that contribute to the character of a structure should not be painted or coated. Painting a brick surface is **not appropriate** unless the surface was previously painted. If painted brick is allowed it **must be** within the Village of Pinehurst Color Palette.
9. New mortar should duplicate the original in strength, color, texture, and composition and match existing mortar joints in width and profile and composition of mortar.
10. Pressure washing can be done in limited areas to clean or remove an applied coating or staining. It is recommended that an inconspicuous area be tested on a low pressure setting prior to wholesale cleaning. Sandblasting is not recommended.

M. ARCHITECTURAL METALS

1. Architectural metal features **must** be compatible with the architectural character of the structure and **must** be congruous with the Pinehurst Historic District.
2. Architectural metal features such as copper, tin, brass, cast iron, wrought iron, lead, and terne plate that contribute to the overall character of a structure and a site should be retained and preserved.
3. If an architectural metal feature is completely missing and is to be replaced, it should be replaced with a new feature based on the original feature or a new design compatible with the scale, size, material, texture and color of the structure.
4. If a deteriorated detail, module, or element of an architectural surface or feature is to be replaced, only the deteriorated portion should be replaced in kind rather than the entire surface or feature. Compatible substitute material should match the original material in composition, dimension, size, shape, color, pattern, texture and profile, but using the original material is preferred.
5. Architectural metal surfaces and features ~~must be~~ should be painted in the Village of Pinehurst Color Palette, unless it is a copper surface.

In the case of most architectural styles, the following principles should guide the choice of color.

1. Paint and stain colors for exterior walls, architectural elements or details, decks, and porches **must** be compatible with the architectural character of the structure, **must** be congruous with the Pinehurst Historic District, and **must be** ~~should be~~ in the Village of Pinehurst Color Palette. Darker colors are recommended for trim and accents only.
2. Historic painted surfaces and materials that contribute to the character of the structure should be retained and preserved.
3. Replacement gutters and downspouts should be coated with paint or a baked-on enamel finish in the Village of Pinehurst Color Palette, unless they are made of copper.
4. Exterior storm windows should be the same color as the window sash or trim.
5. Painting copper and terra cotta surfaces is **not appropriate**.

PLEASE SEE APPENDIX D ON PAGE 70 FOR APPROVED PAINT COLORS.

IV. RESIDENTIAL NEW CONSTRUCTION



The following [GuidelinesStandards](#) apply to building new homes in the Pinehurst Historic District.

- Chapter A cites prevalent architectural styles of homes
- Chapter B describes general points such as scale, relationship to surroundings and color
- Chapters C and D address windows, doors and shutters
- Chapter E describes accessory buildings such as garages
- Chapter F outlines appropriate building materials

Review of Section III *Changes to Existing Residences* may provide additional guidance when designing the proposed project. Please consult Section VII *Site Features* for details on [GuidelinesStandards](#) for such features as fences, landscaping or lighting that may be relevant to new construction projects.

B. GENERAL ~~GUIDELINES~~STANDARDS

DESIGN GOAL

Scale is an important consideration in assessing whether an addition, accessory building, or new construction is congruous with the Pinehurst Historic District.

Several relevant factors are used by the HPC to assess scale including:

- Total square feet
- Height and square footage of the front or street facing façades
- Footprint
- Mass
- Impact on adjacent structures and the relationship to its immediate surroundings

New construction should not visually overpower nearby structures.

1. New residential primary structures **must** be congruous in size, scale, proportion, style, materials, and architectural character with the range of existing structures within the Pinehurst Historic District.
2. All construction **must** be compliant with the Pinehurst Development Ordinance and adhere to the relevant ~~Guidelines~~Standards herein as appropriate to specific projects.
3. Color schemes ~~must~~should comply with the Village of Pinehurst Color Palette as described in Section III, Chapter N, PAINT, and should be compatible with the architecture of the structure.
4. Detailing on new primary structures should be compatible with its overall architectural style.
5. On the front and street facing elevations, posts and columns should be of dimensions, shapes and styles that are compatible with the architecture and size of the main structure.
6. Roof forms should be congruous with the Pinehurst Historic District.
7. A simple roofline frequently features gable, gambrel, or hip roof forms.

D. SHUTTERS

1. Shutters **must** be congruous with existing shutters in the Pinehurst Historic District in style, material, design, and color.
2. Shutters should be wood or have the appearance of wood in composition and texture, and be appropriately mounted. Operable shutters are recommended.
3. Each shutter ~~should~~ **must** be equal to the height of the window opening and one half the width.
4. Shutters on arched windows ~~must~~~~should~~ match and have an arched head as well.



Did You Know?

Historically shutters were operable and often used to block light while letting in air. Pre-air conditioning, old houses always had space on both sides of the window for the shutter to be locked open, and shutters were sized to completely cover the window and sit within the window frame.

DESIGN GOAL

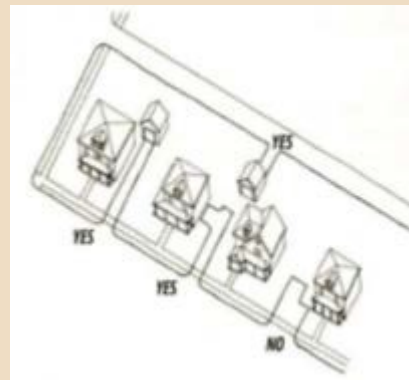
Use the “shutter rule”. Whether or not a structure has shutters, make sure there is space on each side of the window for shutters of appropriate dimensions. Shutters that are too narrow to cover the window often appear skimpy and detract from the facade.

E. ACCESSORY FEATURES AND STRUCTURES

1. All proposed site features and accessory buildings, including garages, and other buildings, as well as other structures such as gazebos, patios, arbors, and pergolas, **must** be compatible with features of the principal structure and **must** be congruous with other accessory structures in the Pinehurst Historic District.
2. Accessory buildings **must** be equal or lower in height than the primary structure and the roof should have an equal or lower slope than the primary structure.
3. Multiple front-facing garages ~~that dominate the façade~~ are **not appropriate** in the Pinehurst Historic District.
4. Attached garages should not be prominent on the street-facing elevation and should be set behind the front facade of the primary structure. Every effort should be made to position garages so that the garage doors open to the rear or side of the dwelling.
5. Detached garages and other accessory buildings for new residential construction **must** be set behind the front facade of the primary structure.
6. Detached garages should be positioned so that the garage doors open to the rear or side of the residence when possible.
7. A garage that opens toward the front should be set back at least 10 feet from the front elevation of the residence.

DESIGN GOAL

The garages are set back in both examples, including an alley entrance.



F. BUILDING MATERIALS

1. The predominant materials and finishes for proposed new primary structures **must** be congruous with the historic materials and finishes in the Pinehurst Historic District in terms of composition, scale, pattern, detail, texture, finish, and color.
2. Clapboard, stucco, brick, stone, wood, shingles, or combinations of these are some of the characteristic materials in the Pinehurst Historic District and are recommended.
3. The following materials and treatments are **not permitted** for new residential construction in the Pinehurst Historic District.
 - a. ~~Asphalt or Asbestos~~ siding or shingles, including those stamped or embossed with a brick or stone pattern, for walls
 - b. ~~Sheets of p~~plywood siding
 - c. Vinyl ~~siding~~ or aluminum siding
 - d. Plastic, sheet metal, or a similar material used as siding or panels
 - e. Any treatment of material that imparts a glossy or reflective finish to the material
 - f. Concrete, cinderblock, or glass block.
 - g. Boxed chimneys

Please also note the ~~guidelines~~standards in Section III for existing materials when considering your project. There are also many tips and helpful treatments available in the Secretary of the Interior's Standards for the Treatment of Historic Properties.

V. CHANGES TO EXISTING COMMERCIAL STRUCTURES



The following [GuidelinesStandards](#) apply to proposed projects that change or renovate exterior facades of existing commercial structures in the Pinehurst Historic District.

- Chapter A describes general points about preserving facades and architectural details
- Chapter B describes similar details for storefronts
- Chapter C addresses signage and awnings
- Chapter D reviews additions as well as free-standing kiosks

Directions on building elements and building materials as reviewed in Section III *Changes to Existing Residences* will provide additional guidance regarding the proposed project. Please consult Section VII *Site Features* for details on [GuidelinesStandards](#) for such features as fences, landscaping or lighting that may be relevant to an addition or renovation project.

A. GENERAL ~~GUIDELINES~~STANDARDS

1. Any changes or additions to a commercial building, including alterations in roofline, fenestration, architectural details, and materials, **must** be compatible with the architectural character of the structure and **must** be congruous with the Pinehurst Historic District.
2. Commercial buildings and their facades, including fenestration and architectural details such as cornices, string courses, wall finishes, pilasters, and other decorative elements, should be retained and preserved.
3. Covering wall material, including wooden siding, wooden shingles, stucco, brick, and stonework, with coatings or materials such as vinyl or aluminum siding, is **not appropriate**.
4. Paint colors ~~must~~should be in the Village of Pinehurst Color Palette.
5. If a portion of or the entire facade element has deteriorated, only the deteriorated section should be repaired and replaced in kind or with compatible substitute materials.
6. Clear display glass should not be replaced with non-transparent or tinted materials.
7. Wall murals are **not permitted** in the Pinehurst Historic District.

C. AWNINGS

1. Awnings mounted above display windows **must** be compatible with the architectural character of the building and **must** be congruous with the Pinehurst Historic District. Any lettering should be placed along the bottom flap only.
2. Awnings should be compatible with the colors of the structure and ~~must should~~ be in the Village of Pinehurst Color Palette.

D. ADDITIONS

1. Additions to commercial buildings **must** be compatible with the architectural character of the structure, including significant materials, features, fenestration, texture, proportions, mass, and scale and **must** be congruous with the Pinehurst Historic District.
2. Only minor changes should be made to public or primary elevations. To minimize the loss of materials and features, additions should be placed on secondary elevations.
3. Additions should be avoided on primary elevations and placed in the least conspicuous location.
4. Rooftop additions should be avoided but, if necessary, they **must** be compatible with the character of the building.

VI. COMMERCIAL NEW CONSTRUCTION



The following [GuidelinesStandards](#) apply to building new commercial structures in the Pinehurst Historic District.

- Chapter A describes typical architectural styles found among businesses in the Village Center
- Chapter B describes general points such as scale, building materials, windows and roofs
- Chapter C defines use of franchise architecture
- Chapter D details provisions for utilities and service areas

Direction on building elements and building materials as described in Section V: Changes to Existing Commercial Structures, may provide additional guidance regarding the proposed project. Please consult Section VII Site Features for details on [GuidelinesStandards](#) for such features as signage, landscaping or lighting, as well as the Pinehurst Development Ordinance, which may be relevant to new commercial construction projects.

B. GENERAL ~~GUIDELINES~~STANDARDS-

1. New commercial construction **must** be congruous with the existing commercial buildings in the Pinehurst Historic District and should follow the architectural tradition of one and two-story structures.
2. New commercial construction should reflect the character of existing commercial buildings in the Pinehurst Historic District in terms of human scale, fenestration, articulation, massing and materials.
3. Windows should be of similar styles found on existing commercial buildings in the Pinehurst Historic District.
4. Glass curtain walls, reflective glass, and painted or darkly tinted glass are **not permitted**.
5. Facade materials should consist of brick, shake, wood clapboard, or a similar compatible substitute material.
6. Entrances should reflect the character found on existing commercial buildings in the Pinehurst Historic District.
7. Roof forms should be congruous with those on existing commercial buildings in the Pinehurst Historic District.
8. New buildings must ~~should~~ be ~~painted~~ in colors that are in the Village of Pinehurst Color Palette.

DESIGN GOAL

Reflect typical historic lot and building widths.

A new building should incorporate design features that divide it into smaller modules. Changes in building height and materials, as well as architectural moldings and wall offsets can be used to express typical historic building widths to help a larger structure fit into the surrounding historic context.



DESIGN GOAL

Establish a sense of human scale

A building's overall design and its architectural parts relate to human dimensions and proportion with the use of design features – windows, awnings, balconies – that visually delineate human-scale spaces. Pedestrians experience a series of stimulating, appropriately scaled locations.



C. FRANCHISE ARCHITECTURE

1. Franchise or prototype architecture **must** comply with ~~guidelines for~~standards for new commercial construction.
2. ATMS and Kiosks should be designed in a way that does not obscure a character-defining feature of the building.
3. Freestanding ATMS and Kiosks should be placed in a location that does not disrupt the historic streetscape.

D. UTILITIES AND SERVICE AREAS

1. All roof and wall-mounted mechanical, electrical, skylights and solar panels, as well as vent pipes, **must** be screened from the public view.
2. Required service areas for a building should blend with the building and be screened so that they do not draw attention to the functionality of the area.



Screened commercial utility area

VII. SITE FEATURES



The Site Features [GuidelinesStandards](#) apply to proposed projects whether changes to existing residences or commercial buildings in the Pinehurst Historic District, or new residential or commercial construction in the Pinehurst Historic District.

- Chapter A details fences and walls including building materials and specifications
- Chapter B addresses driveways and off-street parking provisions
- Chapter C describes appropriate landscaping and vegetation
- Chapter D lists provisions for swimming pools
- Chapter E addresses both residential and commercial signage
- Chapter F addresses Micro-wireless facilities
- Chapter G describes provisions to meet health and safety code requirements

A. FENCES AND WALLS

1. The Village of Pinehurst traditionally considers streetscapes as a community asset, one that provides open views and vistas and creates a natural setting. Front yard fences are not recommended, but if fencing is desired, the resulting fence **must** be compatible in style, material, decorative elements, and features such as gates, pillars, and hardware, with the character of the Pinehurst Historic District.
 - a. Historic fences and walls that contribute to the character of the Pinehurst Historic District should be retained and preserved.
 - b. All architectural features that are character-defining elements of existing fences and walls, including gates, pillars, hardware, decorative pickets, and rails should be retained and preserved.
2. If repair or partial replacement of an existing fence or wall is necessary, new material should match the existing material in composition, size, shape, color, pattern and texture if available. If a non-conforming fence is replaced, the replacement **must** comply with the Pinehurst Historic District-~~Guidelines~~Standards and the Pinehurst Development Ordinance.
3. Residential street side fences should be wood picket, brick or wrought iron or metal (aluminum) that resembles wrought iron. White wood picket fences are the preferred residential street-facing fence type.
4. New picket fences should be substantially open in character. The pickets should not be less than two inches nominal nor wider than four inches nominal, with a minimum of two inches (see PDO) and a maximum of four inches between pickets, and pickets **must** be at least one inch nominal thickness.
5. All other wooden fences should be stained, painted, or have a clear finished coating. Painting, staining or other finish **must** be completed within six (6) months of installation.
6. Metal fences should be painted to resemble wrought iron.
7. Brick and stacked stone walls are permitted.
8. Existing unpainted brick walls or fences should not be painted or otherwise coated.
9. Vinyl and chain link fencing are **not permitted** on residential properties.
10. Solid wooden fences are **not permitted** in the Pinehurst Historic District.



1920s Photo of clay paths and street-scaping

D. SWIMMING POOLS

1. New in-ground swimming pools **must** be congruous with the landscape of the Pinehurst Historic District.
2. In-ground swimming pools **must not** be easily visible from the street.
3. Above ground pools are **not permitted** in the Pinehurst Historic District.

1. Significant historic signs within the district or landmark properties should be preserved and maintained.
2. Original signage incorporated into the architectural detail of commercial buildings should also be preserved.
 - a. Signs in the Village Center and other commercial areas can reflect the era and the character of the building and the Pinehurst Historic District. They can also incorporate contemporary design and materials if their scale and location are historically appropriate.
 - b. Signage on residential and commercial buildings **must be** congruous with the Pinehurst Historic District.
3. Signage color ~~should must be~~ must be in the Village of Pinehurst Color Palette ~~and should be muted in hue~~.
 - a. New signage should be composed of materials characteristic of the Pinehurst Historic District, such as wood, stone, or metal. Any substitute materials should present an authentic look and texture.
 - b. New signage should reflect the character of the Pinehurst Historic District.
4. Signage **must** be attached in a manner that does not cause permanent damage to the facade of the structure. Flush-mounted signs should be installed in appropriate locations that do not conceal architectural features or details.

F. INSTALLATION OF SMALL/MICRO WIRELESS FACILITIES

Introduction of new telecommunications facilities may be needed to accommodate the growing demand for wireless telecommunications services. These facilities should have minimal visual aesthetic impacts and preserve the special character of the Pinehurst Historic District. The following ~~guidelines apply~~standards apply to the installation of such facilities within the Pinehurst Historic District including right-of-ways and alleys.

1. All installations **must** comply with the requirements of the PDO in order to be considered for a Certificate of Appropriateness (COA) in the Pinehurst Historic District.
2. All new facilities, including those added to existing structures and poles, **must** be congruous with the special character of the Pinehurst Historic District.
3. All new poles or structures **must** be compatible in design, materials, height, and scale with existing street lighting and traffic light installations in the Pinehurst Historic District.
4. Such facilities **must not** be installed on flagpoles.
5. Wherever possible, these facilities should be located on existing structures.

G. ACCESSIBILITY, HEALTH AND SAFETY

1. Accessibility, health and safety code requirements should be met in ways that do not diminish character-defining features, materials, and details of the building or site and implemented such that character-defining features are preserved.
2. Changes to a building, accessibility and life-safety code characteristics or features **must not** compromise the building's character.
3. Fire doors, exterior fire stairs, access ramps, or elevator additions should be designed to be compatible in character, material, scale, proportion, location, detail and finish with the building and existing doors.

VIII. RELOCATION AND DEMOLITIONS

Relocations and demolitions are approved by the Historic Preservation Commission for properties within the Pinehurst Historic District.

A. RELOCATIONS

1. Relocation of a primary structure or important accessory building within the Pinehurst Historic District will be considered only when all other preservation options have been exhausted.
2. Before any existing primary structure within the Pinehurst Historic District may be moved or relocated, its original setting and context should be fully documented. Please consult with Village Staff.
3. ~~Guidelines for~~Standards for new construction apply to all structures moved into or within the Pinehurst Historic District including primary structures, or accessory buildings.
4. Any damage to character-defining elements and significant architectural features during relocation should be repaired.

B. DEMOLITIONS

1. Prior to demolition, property owners should work with the Historic Preservation Commission in seeking alternatives to relocate a primary structure or important accessory building as an alternative to demolition.
2. Demolition guidelines standards apply to all structures and site features within the Pinehurst Historic District, except those specified under Minor Works
3. Prior to demolition of a primary structure, a record of the primary structure **must** be made that describes any distinctive architectural features of the structure, important landscape features and any archaeological significance of the site. This documentation **must** be provided to Village Staff before the public hearing.
4. Salvageable architectural materials and features should be identified along with potential buyers or recipients of salvaged materials.
5. Significant site features and adjacent properties should be protected during demolition. Also trees should be protected from damage due to compaction of the soil by equipment or materials.
6. After demolition, all debris **must** be removed from the site within 30 days.

A. History of Pinehurst

Development of Pinehurst 1895-2018

The Village of Pinehurst today retains its historic character as a golf resort due to the careful preservation of original structures from the late 19th and early 20th centuries and the cultivation of its lush landscape. The core of wooded village green, hotels, shops, churches, and cottages spreads outward along curving and concentric roads to include the larger estates of the 1910s and 1920s. Throughout, mature landscaping envelops the various parts into a unified whole. On the south side of the village, manicured golf courses, tennis courts, a swimming pool complex, and an equine sports facility provide the physical setting for the resort's primary recreational activities.

1895

Pinehurst began in 1895 when James Walker Tufts, a manufacturer from Boston, Massachusetts, and head of the American Soda ~~Foundation~~, Fountain Co., purchased the first parcel of land for his health resort in the Pine Barrens of North Carolina. He had long envisioned a beautiful, healthful, New England-style village, where those suffering from respiratory and other ailments, could come with family and friends to recuperate in the land of sparkling water, abundant sunshine, and oxygen-producing pine trees.

For his project, Tufts ultimately assembled 5,980 acres of mostly cut timber lands at a cost of \$7,400. While he was still acquiring the land, he hired the Brookline, Massachusetts-based landscape architecture firm of Olmsted, Olmsted and Eliot to create a "General Plan for the Village of Pinehurst and a Diagram for the Location of Hotel and Cottages." Though Frederick Law Olmsted, Sr. was responsible for the conceptual plan, the major design work and implementation were carried out by one of Olmsted's assistants, Warren H. Manning. Manning was involved from the beginning and continued to work with Pinehurst for several decades, as well as to advise numerous property owners on their own private cottage grounds and gardens.

Manning himself described the landscaping task at Pinehurst in an article for the December 10, 1897 issue of The Pinehurst Outlook. The site selected for the village was characterized by "wide sweeping slopes and valleys that suggested a broad treatment and required a curvilinear system of roads." The central feature was "the Village Green, located in a broad, shallow amphitheater-like valley and designed to be the heart of the village, with the inn, the hall, the store and casino sites at its head on the main street and along the line of the electric tracks. The homes for the residents were along the sides of the green and on the streets radiating from it."

By December of 1895, Tufts had built the Holly Inn and more than 25 cottages. For the 1897 season, a total of 38 cottages and boarding houses had been built, in addition to the Department Store, the Casino (where meals were taken for a modest fee), the old Village Hall, the school building, and the Pinehurst Museum. In 1900, the Carolina Hotel was built and it comprised a major addition to the architecture of the village. All these early buildings display a combination of Queen Anne and Colonial Revival architectural styles that were typical of the time. The early cottages were well-built and tasteful, but not lavish, for the Tufts were marketing their health resort to a middle- class clientele. Buildings were predominantly wood frame, and many were clad in wood shingles to create the ambience of a New England village in the North Carolina Sandhills. Thirty- two of the original cottages survive.

C. Certificate of Appropriateness Checklist

- Y Completed ~~Local Historic District Application~~ Historic Certificate of Appropriateness Application with detailed explanation of proposed project and material/color list
- Y If proposed project is considered Minor Work, the application can be filled out at any time through the Online Permit Center. staff can approve and only 1 copy is needed
- Y If proposed project is considered Major Work, the proposed project must be approved by the HPC. Major Work applications can be filled out through the Online Permit Center and all required documents must be uploaded fourthree weeks prior to the desired HPC meeting. must approve and 10 copies are needed to be submitted 3 weeks prior to the scheduled meeting. Reduced sized drawings (11"x17") are acceptable if they are legible. The HPC generally meets on the 4th Thursday of each month.
- Y Sketch/site plan including setbacks, right-of-ways, existing structures, impervious calculations (if applicable) and proposed work – For projects including fences, decks/patios, additions, etc.
- Y Existing features and details – Include current photos especially of relevant views and details.
- Y Building materials, product information sheets and color samples (may include photographs, brochures, etc.)
- Y Samples of significant materials proposed in the project, i.e., roofing, siding, windows, doors, brick/stone, composite material, etc.
- Y Supplemental documentation supporting the proposed project(s) including structural issues, damaged features, historical documentation, etc.
- Y For Major COA request, provide examples of other similar structures and architectural details existing within the Historic District (photos of the property and the associated address of the property).
- Y Letter from owner acknowledging this application, in the case of submission by an applicant or lessee (an email will be accepted).
- Y If the applicant is considering, but has not yet purchased the property associated with the project, provide a statement with that information.

F. Relevant Statutes and Resolutions

- **The State of North Carolina statute for Historic Districts and Landmarks that establishes the roles of the Historic Preservation Commission and its limitations:**

https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_160D/GS_160D-940.pdf https://www.ncleg.net/enactedlegislation/statutes/html/bychapter/chapter_160a.html
& ~~NC G.S. 160D-940(1)§ 160A-400.1. thru § 160A-400.15.~~

- **Village Of Pinehurst Resolution Creating the Pinehurst Historic District:**

Resolution #13-37, updated August 23, 2013. Available at Village Hall or on www.vopnc.org.

- **Village Of Pinehurst Resolution Creating the Historic Preservation Commission:**

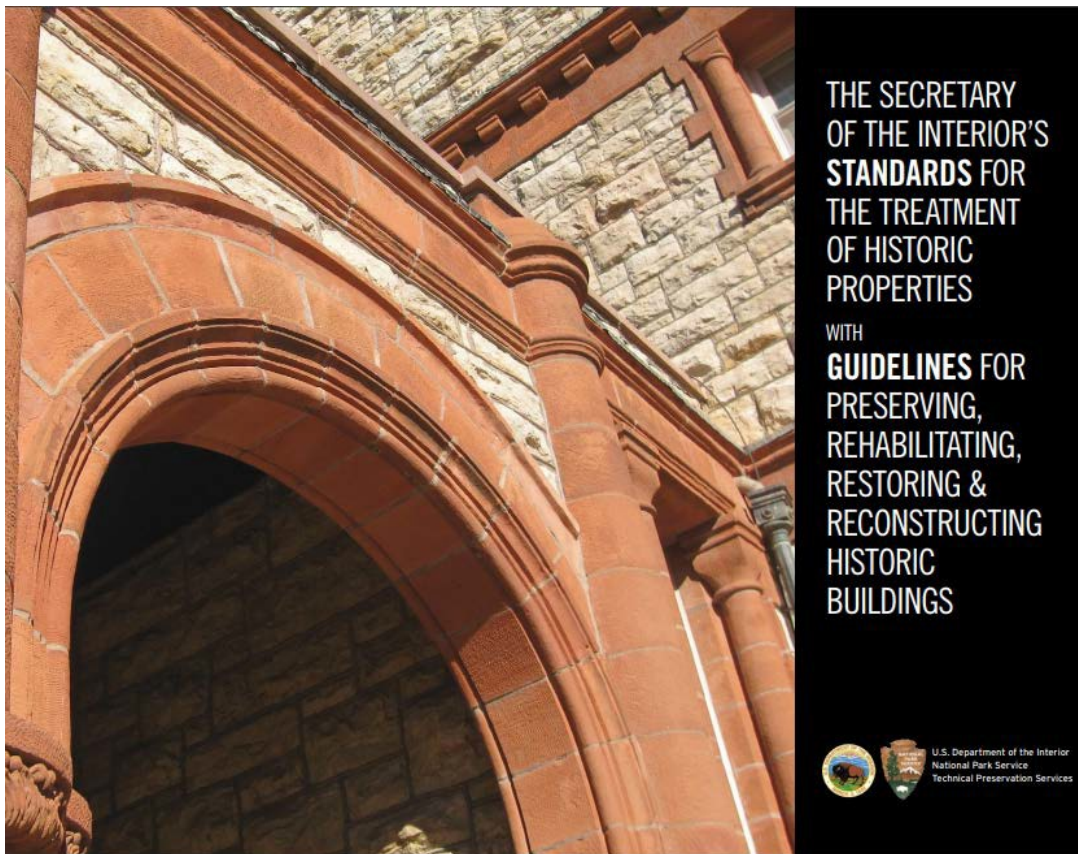
Resolution #06-05, updated March, 2006. Available at Village Hall or on www.vopnc.org.

G. Resources

- **The Secretary of the Interior's Standards for Rehabilitation**

The Secretary of the Interior, through the National Park Service has published *The Secretary of the Interior's Illustrated Guidelines for Rehabilitating Historic Buildings*

They can be found on www.nps.gov. They offer suggestions and standards that are the basis for the Pinehurst Historic District [GuidelinesStandards](#).



- **Resources for Technical Information from the National Park Service:**

Along those same lines there are several documents provided under Preservation Briefs and Preservation Tech Notes that provide guidance on a variety of topics and materials.

- **Tax Credits:**

The North Carolina State Historic Preservation Office may be able to help a property owner obtain tax credits for qualifying rehabilitation or restoration. They can be researched at www.hpo.ncdr.gov.

H. Glossary

Words contained in this Appendix are those having an applied meaning and relative to the purpose of these ~~Guidelines~~Standards.

Words not listed in this chapter are defined by reference to:

- The latest version of the Pinehurst Development Ordinance (PDO),
- The latest edition of the State of North Carolina Building Code, or if not defined therein, or
- The latest edition of Webster's New International Dictionary, unabridged.

A

ACCESSORY BUILDING: A building that is located on the same parcel of property as the primary or principal structure and the use of which is incidental to the use of the primary structure. Examples of common accessory buildings include, but are not limited to, carports, carriage houses, garages, storage sheds, cabanas, and pergolas.

ACCESSORY STRUCTURE: Any structure not roofed over and enclosed that is not considered an accessory building, which is incidental to that of the main building. Examples of accessory structures include, but are not limited to, fences, decks, gazebos, arbors, retaining walls, barbeque pits, detached chimneys, tree houses, playground equipment, yard sculpture, etc.

ADDITION (to an existing building): An extension or increase in the floor area or height of an existing structure, including porches and other additions that change the volume, area or building footprint. Additions share a contiguous wall or floor with the existing structure.

AFTER-THE-FACT APPROVAL: Application for approval of work that has already been completed.

ALUMINUM SIDING: Sheets of exterior architectural covering, usually with a colored finish, fabricated of aluminum to approximate the appearance of wooden siding. Aluminum siding was developed in the early 1940s and became increasingly common in the 1950s and 1960s.

APPROPRIATE: Suitable for, or compatible with, a property, based on accepted standards of historic restoration. The appropriateness of a design for new construction is based on compatibility with the architectural character of the Historic District.

ARCH: A curved and sometimes pointed structural member used to span an opening. A rounded arch represents classical or Romanesque influence whereas a pointed arch generally denotes Gothic influence.

ASBESTOS SIDING: A dense, rigid board containing a high proportion of asbestos fibers bonded with Portland cement; resistant to fire, flame, or weathering and having a low resistance to heat flow. It is usually applied in large overlapping shingles. Asbestos siding was applied to many buildings in the 1950s.

CEMENTITIOUS BOARD: A material composed of cement, sand, and cellulose fiber; first introduced in the early 20th century as a substitute for slate. Today cementitious board has a variety of uses including exterior siding and roofing.

CERTIFICATE OF APPROPRIATENESS: A document allowing a property owner to proceed with a proposed alteration, demolition, or new construction of a property in a designated area or site, following the determination of the proposal's suitability according to the Design [GuidelinesStandards](#).

CHARACTER-DEFINING: A feature or element of a structure that is essential to its architectural or historical significance. Character-defining elements include the overall shape of the structure, its materials, craftsmanship, and decorative details, as well as the various aspects of its site and environment. Examples of features that could be considered character-defining include openings, roofs and related features, projections (porch, balcony, and chimneys), trim, and windows.

CLAPBOARD: Horizontal wooden boards, tapered at the upper end and laid so as to cover a portion of a similar board underneath and to be covered by a similar one above. The exposed face of clapboard is usually less than six (6) inches wide. Clapboard was a common outer face of 19th and early 20th century buildings.

COLONIAL REVIVAL: A style popular in the late 19th and early 20th centuries. The style features a rectangular house shape with a gable roof and overhanging second story; a symmetrically balanced front façade with an accented front entry, often framed by a portico and pediment; and multi-pane, double-hung windows with shutters. Siding is typically clapboard or brick.

COLUMN: A vertical shaft or pillar that supports or appears to support a construction above. In classical architecture, the column has three (3) parts: base, shaft, and capital.

COMPATIBILITY: The state of being harmonious or agreeable when integrated with other elements in a structure or environment.

CONGRUOUS: The quality or fact of being in agreement with. As used in the [GuidelinesStandards](#), the term refers to a project that corresponds to the historic character of a structure and the Historic District. A design that is appropriate and harmonious to the existing environment.

CONTEXT: The overall relationship of the building to its surroundings.

CORNICE: An ornamental molding, usually of wood or plaster, running around the walls of a room just below the ceiling; the molding forming the top member of a door or window frame; or the exterior trim of a structure at the meeting of the roof and the wall. In classical architecture, the upper projecting section of an entablature.

COTTAGE STYLE: The style of a small, quaint house, historically found in rural or semi-rural locations. Characteristics include a sloping, uneven roof with steep gables; prominent brick or stone chimneys; small dormer windows and casement windows small panes; and clapboard, brick, stone or stucco siding.

MASS: The volume or physical bulk of a building, as defined by its length, width, and height. Mass also refers to the size and shape of a structure relative to others in the immediate proximity.

MEETING RAIL: A horizontal divider between the upper and lower sashes of a double hung window.

MOLDING: A decorative band having a constant profile or having a pattern in low relief, generally used in cornices or as trim around windows, doors and other openings.

MULLION: A vertical member dividing a window area, such as two casements, and forming a part of a window frame.

MUNTIN: A divider in a window. Muntins fix the lights of a window into position and determine the number of sidelights.

MUTED COLOR: A color that has tinted, subdued shades and is not bright or reflective. Muted colors are less intense in hue and often lighter in value.

N

NEIGHBORHOOD: An area of a community with characteristics that distinguish it from other areas and may be identified by distinct aesthetic, architectural, landscape, or historic characteristics.

O

OFF-STREET PARKING SPACE: A space which is designated for parking or temporary storage of one automobile, and is located outside of the dedicated street right-of-way.

ORIGINAL: A term designating a structure, including its elements, features, and details, at the time it was constructed. In fact, very few buildings in the Pinehurst Historic District are original. As the term is used in the ~~Guidelines~~Standards, it refers to features of a building that have been in place for a significant period of time.

P

PARGE: A thin coating of plaster or mortar.

PEDIMENT: A triangular gable bounded on all sides by a continuous cornice. This form is characteristic of classical architecture.

PILASTER: A flat or half-round decorative member applied to a wall suggesting a column; sometimes called an engaged column.

PORTICO: A small entrance porch or covered walk consisting of a roof supported by open columns.

PRIMARY STRUCTURE: The main structure on a lot in which the principal use of that lot is conducted, i.e. a residence if the property is residential.

PROPORTION: A harmonious relationship between structures or parts of structures with respect to comparative size, quantity, or degree. An effect of harmony and balance is achieved when the architectural elements of a structure are in proportion to each other and to the structure as a whole.

Q

QUEEN ANNE/VICTORIAN STYLE: One of a variety of eclectic styles introduced into British and American architecture during the reign of Queen Victoria (1837-1901). The characteristics of the Queen Anne style include a steep gable or hipped roof with dormers; a rambling asymmetrical silhouette often with turrets, towers, balconies, and verandas; and decorative accents on gable ends, eaves and overhangs. Windows are often accented with stained glass. Siding can be mixed in a single structure.

QUOIN: Ornamental blocks of wood, stone, brick, or stucco placed at the corners of a building and projecting slightly from the front of the façade.

R

REAR YARD: a yard extending across the full width of the lot and measured between the rear line of the lot and the rear line of the primary building.

RIDGE: The horizontal line of meeting of the upper slopes of a roof.

RIGHT-OF-WAY: An area owned or maintained by the Village, the State of North Carolina, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, pedestrian walkways, utilities, or railroads.

S

SASH: Any framework of a window; it may be movable or fixed; it may slide in a vertical plane (as in a double-hung window) or may pivot (as in a casement window).