



**VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF SEPTEMBER 27, 2016
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

1. Call to Order.
2. Invocation and Pledge of Allegiance.
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. Consider approving the addendum to lease agreement for the Welcome Center.
- B. Approval of Draft Village Council Meeting Minutes.
August 9, 2016 Regular Meeting
- C. Public Safety Reports.
Police Department
Fire Department

End of Consent Agenda.

5. Motion to Recess Regular Meeting and Enter Into a Quasi-Judicial Hearing.
6. Public Hearing No. 1
The purpose of the public hearing is for a special use permit for Dan & Lori Degre in order to establish an accessory dwelling at 1305 Linden Rd. This property is in the R-10 (Single Family Residential) Zoning District. This property is further identified as Moore County Tax Reference LRK # 24452. The proposed accessory dwelling is to be located in the existing attached structure. The applicant is Step One Design.
7. Motion to Adjourn the Quasi-Judicial Hearing and Re-enter into the Regular Meeting.
8. Discuss and consider a motion for the request of a special use permit to establish an accessory dwelling at 1305 Linden Rd.
9. Motion to Recess Regular Meeting and Enter Into a Public Hearing.
10. Public Hearing No. 2
The purpose of the public hearing is to consider an Official Text Amendment to the Pinehurst Development Ordinance, Section 9.10, "Well Field Protection". This amendment will remove the well field protection regulations from the Pinehurst Development Ordinance in its entirety. The applicant is the Village of Pinehurst.

11. Public Hearing No. 3

The purpose of the public hearing is to consider an Official Text Amendment to the Pinehurst Development Ordinance, specifically Section 9.13, "Fences Walls and Columns" and Section 10.2, "Definitions". This amendment will clarify how the height of fencing is measured from existing grades, modifies the design regulations for picket, post and rail and board/shadow box/solid fence types, adds the definition for a column and requires a public hearing for Council to modify the requirements for temporary fencing. The applicant is the Village of Pinehurst.

12. Motion to Adjourn the Public Hearing and Re-Enter the Regular Meeting.

13. Discuss and consider an ordinance amending the Pinehurst Development Ordinance Section 9.10, "Well Field Protection".

14. Discuss and consider an ordinance amending the Pinehurst Development Ordinance Section 9.13, "Fences Walls and Columns" and Section 10.2, "Definitions".

15. Discuss and consider an ordinance amending Chapter 111, "Mobile Vendors", of the Pinehurst Municipal Code in order to permit food trucks in the Hospital Development and Recreational Development Zoning Districts.

16. Discuss and consider an ordinance amending the Pinehurst Municipal Code as it pertains to regulatory traffic sign installations in the Village of Pinehurst.

17. Discuss and consider a resolution to grant a sewer easement on the Public Services property to Moore County Public Utilities (re-route sewer service on Spur Road).

18. Presentation of the Fiscal Year 2016 Annual Performance Report.

19. Discuss and consider a resolution authorizing the sale of surplus capital assets.

20. Discuss and consider a uniform rental service agreement for the Village of Pinehurst.

21. Discuss and consider a road resurfacing contract with Riley Paving.

22. Other Business.

23. Comments from Attendees.

24. 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: Competent, Courteous, Professional, and Responsive.



**CONSIDER APPROVING THE ADDENDUM TO LEASE AGREEMENT FOR
THE WELCOME CENTER.
ADDITIONAL AGENDA DETAILS:**

FROM:

Natalie Dean

DATE OF MEMO:

9/9/2016

MEMO DETAILS:

During the FY 2017 Strategic Operating Plan process, the Council indicated a desire to renew the lease for the George P. Lane Welcome Center in the Theatre Building for one additional year. Attached is the proposed Addendum to Lease Agreement which will extend the original 3-year lease by one additional year to October 31, 2017. The lease amount under the extension will increase by 3.9% to an annual lease payment of \$12,900.

To execute this lease agreement addendum, Council may authorize the Mayor or her designee to execute the contract by motion.

ATTACHMENTS:

Description

- ☐ Welcome Center lease renewal

The Theatre Company, LLC
90 Cherokee Road
Pinehurst, North Carolina

ADDENDUM TO LEASE AGREEMENT

August 23, 2016

This ADDENDUM shall be attached to and become a part of the Lease between Village of Pinehurst, Tenant, and the Theatre Company, LLC, Landlord, on Act 1, Space A, located in the Theatre Building, 90 Cherokee Road, Pinehurst, North Carolina, said original Lease dated October 30, 2013 and extended through October 31, 2016. Subject to this ADDENDUM AND AMENDMENT all other terms and conditions of the original Lease and extensions shall remain in force.

The purpose of this ADDENDUM AND AMENDMENT is to extend the subject Leases as per the following terms and conditions:

- 1) The term of this extension shall be for a ONE year period beginning November 1, 2016 and ending October 31, 2017.
- 2) The base rental for this term of extension shall be as follows:
 - a) \$12,900.00 annually payable on the first day of each month in the amount of \$1,075.00.
- 3) All ancillaries shall be subject to the terms of the lease and may be adjusted as costs are adjusted for ancillaries to Landlord.
- 4) At the end of this extension there will be ZERO year extensions remaining.

By execution below this _____ day of _____, the undersigned acknowledge, understand, and agree to the contents of this ADDENDUM AND AMENDMENT and will adhere to all terms and conditions set forth above and to the original lease and all extensions.

Date _____

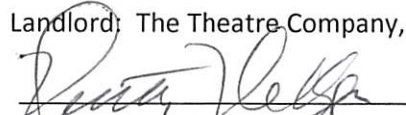
Tenant: Village of Pinehurst

_____, Authorized Signature

Witness to Tenant signature

Date 8/23/16

Landlord: The Theatre Company, LLC


Marty McKenzie, Managing Member

Witness to Landlord signature





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

August 9, 2016 Regular Meeting

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

9/21/2016

MEMO DETAILS:

See attachments for draft minutes.

ATTACHMENTS:

Description

▣ 08-09 Regular Meeting Minutes

**MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
AUGUST 9, 2016**

**395 MAGNOLIA ROAD
ASSEMBLY HALL
PINEHURST, NORTH CAROLINA
4:30 P.M.**

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, August 9, 2016 in the Assembly Hall of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Ms. Claire L. Berggren, Councilmember
Mr. John Bouldry, Councilmember
Mr. John R. Cashion, Mayor Pro-Tem
Mr. Clark Campbell, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren Craig, Village Clerk

And approximately 70 attendees, including 6 staff and 2 press.

1. Call to Order.

Mayor Nancy Roy Fiorillo called the meeting to order.

2. Invocation and Pledge of Allegiance.

Dr. John Jacobs from the Village Chapel led the invocation and Mayor Fiorillo led everyone in the Pledge of Allegiance. Dr. Jacobs also announced a service for the 15th anniversary of September 11 that will be held at the Village Chapel on Sunday, September 11 at 6:00pm with speaker and music.

3. Reports.

Manager

- None.

Council

- Councilmember Bouldry noted steps taken on regional issues and meetings that Councilmembers participate in across Moore County with transportation subcommittees.

4. Presentation of resolution honoring Wayne Haddock for his service on the Conservation Commission.

Councilmember Campbell presented Wayne Haddock with a resolution honoring him for his service on the Conservation Commission.

5. 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 Draft Village Council Meeting Minutes.
 - July 12 Work Session
 - July 26 Regular Meeting
 - July 26 Closed Session
- B. Public Safety Reports.
 - Police Department
 - Fire Department

**MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
AUGUST 9, 2016**

End of Consent Agenda.

Councilmember Cashion moved to approve the Consent Agenda. The motion was seconded by Councilmember Berggren and passed unanimously with a vote of 5-0.

6. Discuss and consider a sponsorship request from Pinehurst Business Partners.

Mark Wagner, Director of Parks and Recreation explained staff received a request on August 1, 2016 from the Pinehurst Business Partners seeking sponsorship of a concert planned to be held in Tufts Park on Friday, August 26th from 5:30 - 9:00 pm. He explained the Pinehurst Business Partners are requesting free use of Tufts Park and the Village's stage in return for the sponsorship. Staff confirmed this would be considered a category C option under the Village's current sponsorship request policy. Upon discussion Council formed a consensus to accept this sponsorship request.

7. Discuss and review Open Village Hall feedback on proposed development on Highway 15-501 that may be anchored by a Publix grocery store, just south of the Village limits.

Village Manager Jeff Sanborn explained staff has posted a topic on Open Village Hall to solicit feedback on the proposed development on Highway 15-501 that may be anchored by a Publix grocery store, just south of the Village limits. Staff provided Council with Open Village Hall results summarized and noted the topic remains open through September 9.

Audience member Alice Romans Hess of Pinehurst No. 7 explained after a heavy rain, the creek near her home gets full and goes under the golf course into a couple of lakes and winds its way to the wetlands near this proposed development. She noted concern about this development being added near those wetlands and taking away many of our trees. She also noted the traffic concern on 15-501.

Audience member Mary Jo Morris explained she drove to each of the newly developed commercial areas in the southern part of the county and she noted the big box anchors are there but there are empty store fronts in those developments still. She noted concern about the impact on the water shed and says she objects to this development strongly and says it is beyond what can be accepted and there is more than enough land to go somewhere else.

Audience member Gregg Johnson, POA Chairman of CCNC, said he is soliciting the support of the Village Council in attempting to change the direction of a project that will impact CCNC. Mr. Johnson noted the meeting with the developer and meeting with Mayor and Mayor Pro-Tem. He said the developer indicated they would conduct a traffic study and have a meeting in late September scheduled with CCNC. He explained the Morganton Road ingress and egress are the major concerns.

Audience member Chip Dillon a CCNC homeowner commented that Publix is a terrific company and is privately owned by its employees but said this could be a negative about this project coming into our area because their cost of capital is low.

Audience member Judy Davis shared results of an online survey that the Pinehurst Civic Group conducted that collected 196 respondents by 3:30pm. She noted 9 out of 10 people opposed the shopping center, the major concern was additional traffic. She noted only 2% were not concerned nor opposed to the development. She also shared unaided commentary of why there would be support and why there are concerns. Ms. Davis said the Civic Group will keep their survey posted until September 9 also.

Audience member Tom Campbell explained the Council can write letters opposing this but he thinks the community signing a petition to not shop at that store will make a greater impact.

Audience member Jessie Mackay asked if there is there a way that Southern Pines, Aberdeen, and Pinehurst can get together to create a joint long-range plan for the three communities.

**MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
AUGUST 9, 2016**

Audience member Charles Webb attorney who lives in CCNC asked what it means when the developers says “if the four lanes couldn’t be approved, it is a deal breaker” and he asked about eminent domain.

Mayor Fiorillo thanked everyone for their input so far on this proposed project.

Audience member Barbara D., asked about the four roads coming into Morganton and how a traffic light would even work.

Councilmember Bouldry asked audience members to help us get the word out so Pinehurst can get feedback to Southern Pines. Council took a short break following this agenda item.

8. Presentation of the FY 2016 Strategic Operating Plan Year End Status.

Natalie Dean, Assistant Village Manager, gave a presentation on the Village's implementation of initiative action plans included in the FY 2016 Strategic Operating Plan. Ms. Dean explained overall, Village staff completed 27 initiatives, began working on an additional 6 initiatives and 4 initiatives were eliminated during the fiscal year. Ms. Dean reviewed the six initiatives to be carried forward which include: review key processes annually, Grounds Maintenance BIRDIE, Midland Road corridor study, review and revise the in-house TOPS training program, evaluate the use of solar energy, redevelop the Public Services complex. Council thanked staff for their hard work.

9. Discuss and consider proposed changes to the Beautification Committee, Community Appearance Commission, and Conservation Commission.

Lauren Craig, Village Clerk, explained at the May 10 Village Council Work Session, it was determined for Councilmember Bouldry to form a team of volunteers and staff who could evaluate the roles of the Beautification Committee and the Community Appearance Commission (CAC). The group met several times and evaluated the Beautification, CAC, and added in the Conservation Commission.

She said the team determined that it would be in the best interest of the Village and volunteer groups to join forces and combine the three committees (CAC, Beautification, and Conservation) into one committee, the Pinehurst Appearance Committee (PAC). The PAC would be an advisory committee focused on implementing the Village’s mission to promote, enhance, and sustain the quality of life for residents, businesses, and visitors through four focus areas of: Advisory, Outreach, Beautification, and Sustainability. Also in this proposal, Ms. Craig noted the Greenway Wildlife Habitat Committee is slated to roll under the Parks and Recreation Department as a non-appointed committee which is where their budget is currently located. The team is recommending that Council consider establishing the PAC by resolution and over the next few months complete the recruitment process for volunteers who will serve on the PAC in appointed and non-appointed positions.

Upon a motion by Councilmember Bouldry, seconded by Councilmember Campbell, Council unanimously approved Resolution 16-23 establishing the Pinehurst Appearance Committee with a condition to remove the words “and private” from Attachment A detailing the responsibilities of the Advisory Subcommittee by a vote of 5-0. (A copy of the resolution can be found in the Resolution Book.)

10. Discuss mobile vendor regulations and review Open Village Hall feedback on food trucks.

Village Manager Jeff Sanborn explained staff has posted a topic on Open Village Hall to solicit feedback on allowing food trucks in the Village of Pinehurst. Staff provided Council with Open Village Hall results summarized and noted the topic remains open through the end of this week. Staff suggests the Village have a permitting process for both the vendor and the property owner. Council discussed the feedback and suggested to draft language to allow food trucks in the municipal code and come back in September to consider this.

**MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
AUGUST 9, 2016**

11. Other Business.

- Councilmember Bouldry asked about the MOAA request for sponsorship and Council held a discussion about this with Jeff Sanborn and John Frye. It was determined to seek more information from John Boesch about potential in-kind gifts and Council suggested getting Mike Newman's opinion on this also.

12. Comments from Attendees.

- None.

13. Motion to Adjourn.

Councilmember Bouldry moved to adjourn the Regular Meeting. The motion was seconded by Councilmember Campbell and carried unanimously. The Regular Meeting adjourned at 6:25 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk



**PUBLIC SAFETY REPORTS.
ADDITIONAL AGENDA DETAILS:**

Police Department
Fire Department

FROM:

Lauren Craig

DATE OF MEMO:

9/1/2016

MEMO DETAILS:

Attached are the monthly public safety reports.

ATTACHMENTS:

Description

- ☐ Police Department Report- August 2016
- ☐ Fire Department Report- August 2016

Incident IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

August 2016 - August 2015

Part I Offenses	August 2015	August 2016	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2015	2016			2015	2016		
Murder	0	0	0	0%	0	1	1	-
Rape	1	0	-1	-100%	1	0	-1	-100%
Robbery	0	0	0	0%	1	0	-1	-100%
Commercial	0	0	0	0%	0	0	0	0%
Individual	0	0	0	0%	1	0	-1	-100%
Assault	0	0	0	0%	2	1	-1	-50%
Violent Total:	1	0	-1	-100%	4	2	-2	-50%
Burglary	0	0	0	0%	0	0	0	0%
Residential	0	0	0	0%	0	0	0	0%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	6	6	0	0%	67	56	-11	-16%
Auto Theft	0	0	0	0%	1	0	-1	-100%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	6	6	0	0%	68	56	-12	-18%
Part I Total:	7	6	-1	-14%	72	58	-14	-19%

Part II Offenses	August 2015	August 2016	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2015	2016			2015	2016		
Drug	11	11	0	0%	55	95	40	73%
Assault Simple	1	1	0	0%	6	6	0	0%
Forgery/Counterfeit	0	1	1	-	1	3	2	200%
Fraud	3	0	-3	-100%	32	19	-13	-41%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	1	1	0	0%	5	5	0	0%
Vandalism	1	2	1	100%	17	23	6	35%
Weapons	0	0	0	0%	2	2	0	0%
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	1	1	-	0	1	1	-
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	1	1	-	2	2	0	0%
D.W.I.	1	0	-1	-100%	6	4	-2	-33%
Liquor Law Violation	0	1	1	-	3	4	1	33%
Disorderly Conduct	1	0	-1	-100%	3	3	0	0%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	8	6	-2	-25%	129	117	-12	-9%
Part II Total:	27	25	-2	-7%	261	284	23	9%
Incident Total:	34	31	-3	-9%	333	342	9	3%

Arrest IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

August 2016 - August 2015

Part I Offenses	August 2015	August 2016	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2015	2016			2015	2016		
Murder	0	0	0	0%	1	0	-1	-100%
Rape	0	0	0	0%	0	0	0	0%
Robbery	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Individual	0	0	0	0%	0	0	0	0%
Assault	1	0	-1	-100%	4	0	-4	-100%
Violent Total:	1	0	-1	-100%	5	0	-5	-100%
Burglary	0	0	0	0%	0	0	0	0%
Residential	0	0	0	0%	0	0	0	0%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	4	1	-3	-75%	18	10	-8	-44%
Auto Theft	0	0	0	0%	1	0	-1	-100%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	4	1	-3	-75%	19	10	-9	-47%
Part I Total:	5	1	-4	-80%	24	10	-14	-58%

Part II Offenses	August 2015	August 2016	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2015	2016			2015	2016		
Drug	12	18	6	50%	54	110	56	104%
Assault Simple	1	1	0	0%	11	11	0	0%
Forgery/Counterfeit	0	0	0	0%	0	2	2	-
Fraud	0	9	9	-	8	9	1	13%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	1	0	-1	-100%	10	7	-3	-30%
Vandalism	1	0	-1	-100%	5	3	-2	-40%
Weapons	0	1	1	-	1	8	7	700%
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	1	1	-	0	2	2	-
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	1	1	-	0	1	1	-
D.W.I.	7	7	0	0%	45	60	15	33%
Liquor Law Violation	1	1	0	0%	7	10	3	43%
Disorderly Conduct	0	0	0	0%	4	2	-2	-50%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	0	0	0%	0	1	1	-
All Other Offenses	18	16	-2	-11%	186	201	15	8%
Part II Total:	41	55	14	34%	331	427	96	29%
Arrest Total:	46	56	10	22%	355	437	82	23%



HISTORY, CHARM, AND SOUTHERN HOSPITALITY_____

SUMMARY FOR THE MONTH OF AUGUST 2016

SUMMARY OF INCIDENT CALLS

	<i>NUMBER THIS MONTH</i>	<i>NUMBER YTD</i>	<i>NUMBER THIS MONTH LAST YEAR</i>	<i>NUMBER YTD LAST YEAR</i>	<i>PERCENTAGE YTD</i>
TYPE OF INCIDENT					
Fire	6	32	4	44	-27%
Overpressure Rupture, Explosion, Overheat - no fire	0	6	1	4	50%
Rescue & EMS Incidents	38	257	12	58	343%
Hazardous Conditions - no fire	15	123	13	99	24%
Service Call	16	134	23	154	-13%
Good Intent Call	31	170	18	176	-3%
False Alarm & False Call	28	202	28	223	-9%
Severe Weather & Natural Disaster	0	12	1	13	-8%
Special Incident Type	0	1	1	1	0%
TOTAL INCIDENTS	134	937	101	772	21%

SUMMARY OF INSPECTION

	<i>NUMBER THIS MONTH</i>	<i>NUMBER YTD</i>	<i>NUMBER THIS MONTH LAST YEAR</i>	<i>NUMBER YTD LAST YEAR</i>	<i>PERCENTAGE YTD</i>
TYPE OF INSPECTIONS					
Residential	13	118	13	68	74%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	0	0	2	-200%
Commercial	0	14	0	193	-93%
Plan Review/Site Inspections	6	15	2	7	114%
Reinspection	0	10	0	193	-95%
Occupancy Certificates	0	0	0	0	0%
TOTAL INSPECTIONS	19	157	15	463	-66%
Violations Found:	0	30	0	349	-91%
YTD Violations to be Corrected:		30		335	
YTD Violations Corrected:		0		244	
Correction Percentage:		0%		73%	

September 1, 2016

J. Carlton Cole, Fire Chief

FIRE DEPARTMENT

395 Magnolia Road • Pinehurst, NC 28374 • Telephone (910) 295-5575 • Fax (910) 295-4861 • www.vopnc.org



PUBLIC HEARING NO. 1
ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is for a special use permit for Dan & Lori Degre in order to establish an accessory dwelling at 1305 Linden Rd. This property is in the R-10 (Single Family Residential) Zoning District. This property is further identified as Moore County Tax Reference LRK # 24452. The proposed accessory dwelling is to be located in the existing attached structure. The applicant is Step One Design.

FROM:

Kevin B. Reed, Director of Planning and Inspections

CC:

Jeff Sanborn, Village Manager, Bruce Gould, Principal Planner

DATE OF MEMO:

9/21/2016

MEMO DETAILS:

Please see the attached staff report for this public hearing.

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Site Plan



PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council

From: Kevin Reed, Director of Planning and Inspections

Cc: Jeff Sanborn, Village Manager
Lauren Craig, Village Clerk
Bruce Gould, Principal Planner

Date: September 21, 2016

Subject: Staff Report for Special Use Permit Request in order to establish an Accessory Dwelling at 1305 Linden Rd.

Project Profile:

Owner/Applicant: Dan & Lori Degre/Step One Design

Property Location: 1305 Linden Road

Zoning: R-10 Residential District is established as a district in which the principal use of land is for low density residential purposes. The district does permit Accessory Dwellings but only as a Special Use.

Current Land Use: Single Family Residential

Proposed Land Use: Accessory Dwelling

Request

The applicant requests a Special Use Permit in order to convert 676 square feet of the existing single-family home into an Accessory Dwelling.

Project Setting

The requested Special Use is proposed for land owned by Dan & Lori Degre. The property is further identified as Moore County LRK # 00024452 and is located within the Village's Extra-Territorial Jurisdiction (ETJ). The request will convert an existing recreation room into an accessory dwelling. The property is bounded to the east by an existing home and vacant lot. The property to the north is

currently vacant and the property to the south across Molli Lane contains a single-family home. All of this properties are zoned R-10 Residential. The property to the west and across Linden Rd. is vacant but is a residual portion of the LaForet Development and zoned Residential-Multifamily (R-MF). During a site visit to the property, staff noted a non-conforming carport and is working cooperatively with the owner to resolve the matter.

Impervious Surface Area

The proposed impervious surface including the proposed stoop addition for accessory dwelling is 20.28 percent. The Pinehurst Development Ordinance (PDO) in Section 9.2a, “Table of Dimensional Requirements” allows an impervious surface of 40% in the R-10 Zoning District. No new driveways or other site features are being proposed that would increase the impervious surface area of the lot.

Landscaping

This is an existing structure so no additional landscaping is required for this proposal.

Dimensional Criteria/Supplemental Regulations

The Pinehurst Development Ordinance (PDO) specifically, Section 8.6, “Special Requirement (SR) of Permitted and Special Uses” contains “SR-109 Accessory Dwelling” and includes the following supplemental requirements:

- (1) An accessory dwelling may be within, attached, or separate from the principal building;
- (2) The principal use of the lot shall be a detached dwelling, built to the standards of the North Carolina State Building Code;
- (3) No more than one accessory dwelling shall be permitted on a single deeded lot in conjunction with the principal dwelling unit;
- (4) The accessory dwelling shall be owned by the same person as the principal dwelling;
- (5) The accessory dwelling shall not be served by a driveway separate from that serving the principal dwelling, except where access is available from another public way and where impacts on adjacent properties is minimized;
- (6) An accessory dwelling shall not exceed 30% of the heated floor area of the principal dwelling (this proposal is equal to 19.8% of the principal dwelling), or six hundred square feet, whichever is greater;

Recommendations

Staff has reviewed the application for the Special Use Permit and found it to be complete. Prior to issuing a building permit all other requirements of the Pinehurst Development Ordinance (PDO) will have to be met and building code must be met. This will documentation as to the adequacy of the on-site septic system for the proposed development.

No recommendation on this proposal is available from the Planning and Zoning Board as this item has not been before that Board since Special Use Permits go directly to the Village Council.

Due to this being a Special Use Permit, which requires testimony in a quasi-judicial setting, the Village Council should render its decision based solely on the competent materials and testimony submitted during the hearing. Therefore, Village Staff has not provided a recommendation on this request.

Special Use/Quasi-Judicial Proceedings

As a reminder, this is a Special Use Application which will require a Quasi-Judicial Hearing. Evidence is to be submitted to assist in finding if the proposal meets the Standards of Review within the Pinehurst Development Ordinance (PDO) as outlined in Section 4.5.6., “Standards of Review”. The applicant has been made aware of this and those standards are outlined below.

4.5.6 Standards of Review

The Village Council shall not approve the special use unless and until it makes the following findings, based on the evidence and testimony received at the public hearing or otherwise appearing in the record of the case:

- a. The proposed special use meets all required conditions and specifications.*
- b. The proposed special use is in harmony with the area, or compatible with neighborhood.*
- c. The proposed special use will not materially endanger public health or safety.*
- d. The proposed special use will not substantially injure the value of adjoining property or be a public necessity.*
- e. The proposed special use will be in general conformity with the Comprehensive Long range Plan.*

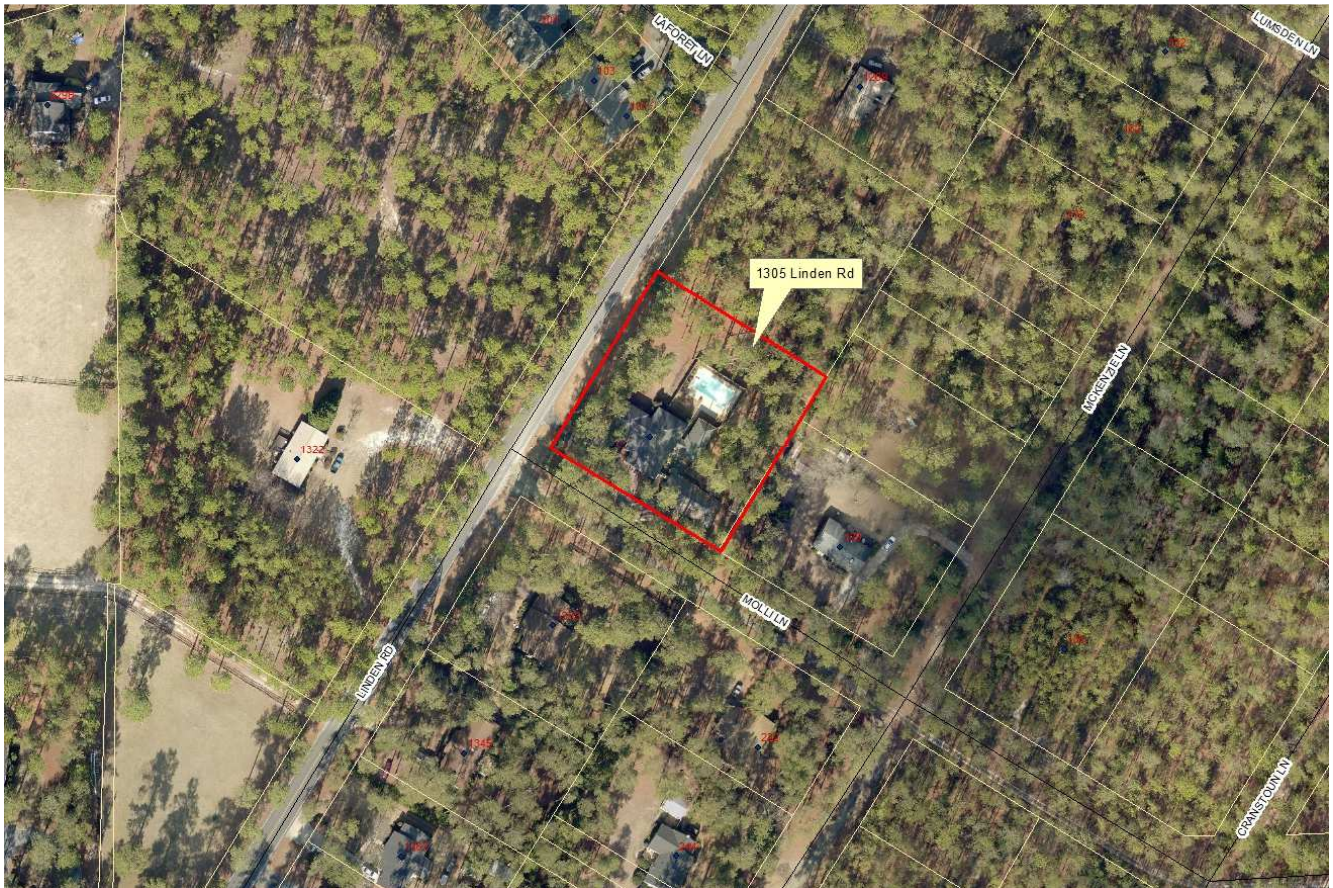
Quasi-Judicial Hearing Proceedings

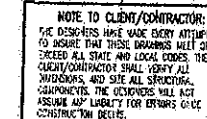
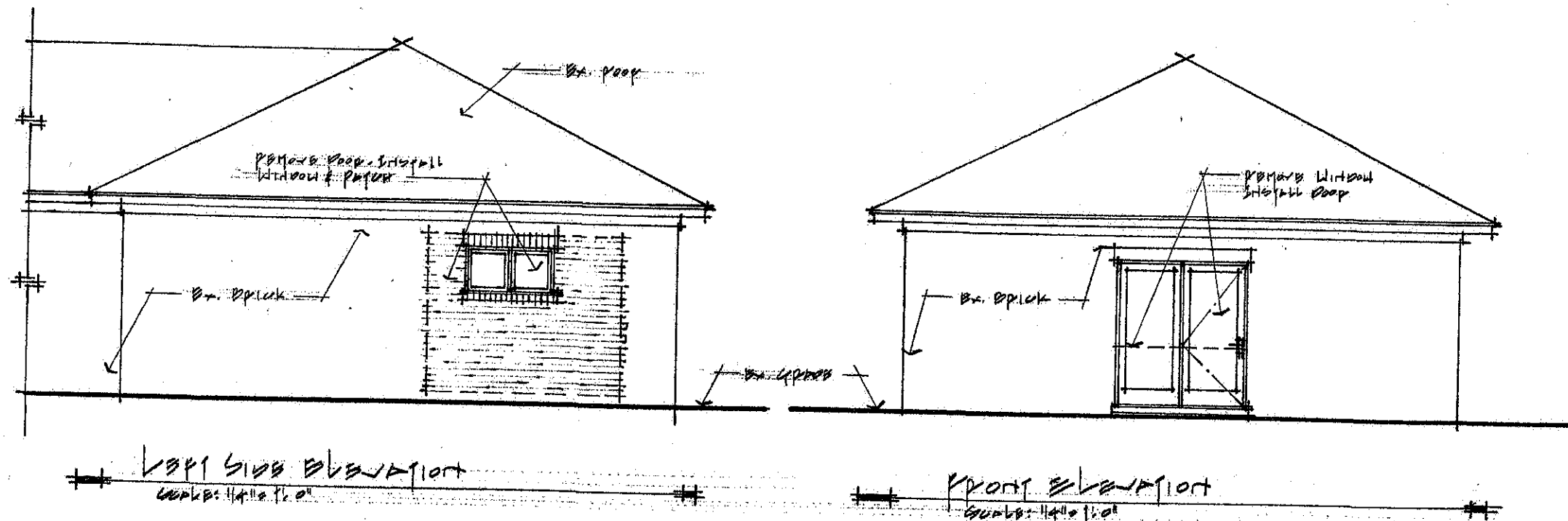
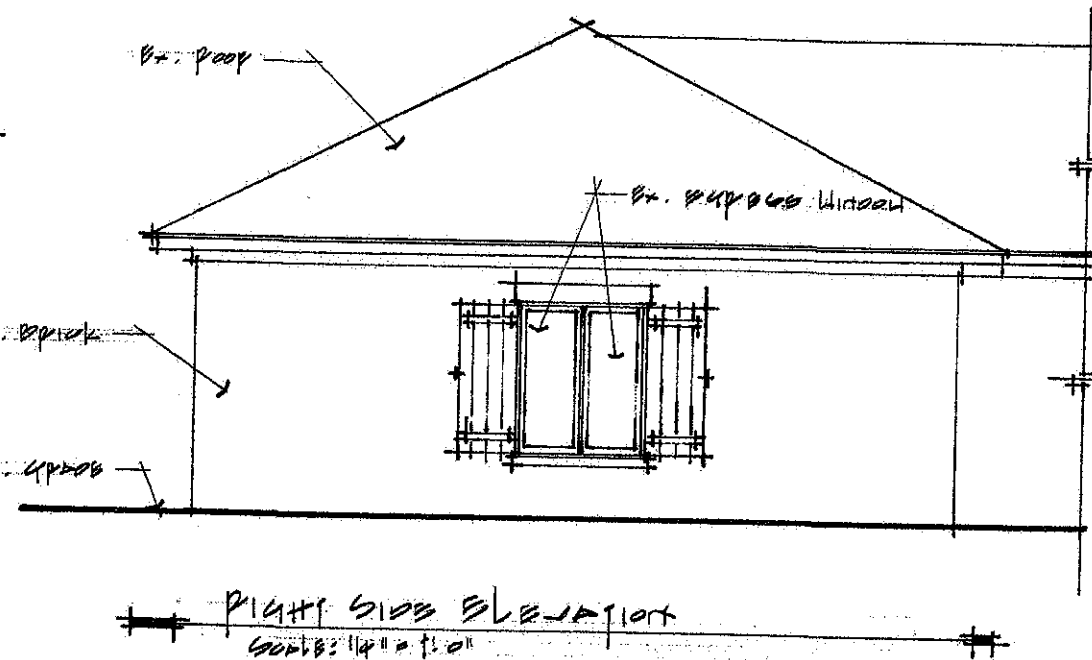
This information is provided as an outline as to how the proceedings should be conducted by the Village Council.

1. The Mayor should open the Quasi-Judicial Public Hearing and make a statement that due to this being a quasi-judicial hearing only competent relevant evidence and testimony is to be considered by the Council.

2. The Mayor should ask anyone wishing to testify to approach the Village Clerk to be sworn in. If a person that is not initially sworn in decides to produce evidence they will need to be sworn in separately prior to giving testimony.
3. The applicant should then be given an opportunity to provide their testimony.
4. Anyone else wishing to provide testimony shall be given an opportunity.
5. The applicant should then be given time for rebuttal and wrap up.
6. If no addition testimony is to be given, the Council should close the public hearing and enter into deliberation at their desired time.
7. The Village Council should then render a decision. If the testimony submitted by the applicant is sufficient for the Council to render a decision they may introduce this evidence as their on Findings of Fact in the motion made.

Vicinity Map for 1305 Linden Road





PROJECT TITLE: _____ CUSTOM PLANS FOR: _____

LORI & DAN DEGRE

SHEET TITLE:

IN LAW SUITE

SCALE:
AS NOTED

DATE:
AUGUST, 2016

PLAN NO: _____
DEGRE _____

SHEET NO:

A1



**DISCUSS AND CONSIDER A MOTION FOR THE REQUEST OF A SPECIAL USE
PERMIT TO ESTABLISH AN ACCESSORY DWELLING AT 1305 LINDEN RD.**

ADDITIONAL AGENDA DETAILS:

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

9/22/2016

MEMO DETAILS:

Council,

Should you wish to take action on the quasi-judicial hearing for 1305 Linden Rd., you may do so at this time with a motion. Thank you.



**MOTION TO RECESS REGULAR MEETING AND ENTER INTO A PUBLIC
HEARING.**

ADDITIONAL AGENDA DETAILS:



PUBLIC HEARING NO. 2
ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider an Official Text Amendment to the Pinehurst Development Ordinance, Section 9.10, "Well Field Protection". This amendment will remove the well field protection regulations from the Pinehurst Development Ordinance in its entirety. The applicant is the Village of Pinehurst.

FROM:

Kevin B. Reed, Director of Planning and Inspections

CC:

Jeff Sanborn, Village Manager, Bruce Gould, Principal Planner

DATE OF MEMO:

9/21/2016

MEMO DETAILS:

Please see the attached staff report for this public hearing.

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Ordinance 16-16 Amending the PDO (Well Field Protection)



PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council

From: Kevin Reed, Director of Planning and Inspections

Cc: Jeff Sanborn, Village Manager
Lauren Craig, Village Clerk
Bruce Gould, Principal Planner

Date: September 21, 2016

Subject: **Consider an Official Text Amendment to the Pinehurst Development Ordinance, specifically Section 9.10, "Well Field Protection" in order to remove the well field protection regulations in its entirety.**

The Village of Pinehurst is proposing an amendment to Section 9.10, "Well Field Protection", of the Pinehurst Development Ordinance (PDO). This amendment would remove the well field protection regulations in its entirety. The NC General Assembly recently passed legislation, which became effective August 1, 2016, regarding the ability for local governments to prohibit or regulate a property owner from constructing and using an irrigation well. This language is contained in House Bill 44. In consultation with the Village Attorney, staff had been advised that our current regulations relative to irrigation wells and the well field protection regulations were not enforceable and should be removed from the PDO. Since August 1st, Village staff has ceased to process applications for irrigation wells and property owners have been directed to Moore County Environmental Health in order to obtain their irrigation well permits.

It should be noted, that in addition to the portions of Section 9.10 that pertain to irrigation wells; the amendment as presented would also delete requirements in the PDO pertaining to potable wells, injection wells, septic tanks, geothermal systems and others. Staff believes these other deletions are handled adequately elsewhere in the PDO and/or are governed by other state and/or local requirements.

Staff presented this matter to the Planning & Zoning Board at a public hearing conducted on August 4, 2016. Following the hearing, and its discussion of the request, the Board voted unanimously to recommend to the Village Council that the PDO be amended to remove the well field protection regulations.

Page 33 of the 2010 Village of Pinehurst Comprehensive Plan indicates that protecting water quality (surface water and ground water) is an important priority for Pinehurst since much of our water supply, and overall environmental health, is dependent on having a source of clean, potable water. As a result, protecting wellhead areas and public water supply watersheds is especially important.

This amendment **is not** consistent with the above mentioned goals detailed in the Comprehensive Plan. However, the existing regulations are in conflict with state law and therefore this amendment is considered reasonable and in the best interest of the public.

Attached to this memorandum is copy of an ordinance amending the PDO as noted above. Section 9.10 would be reserved in the PDO for future use. Staff looks forward to discussing this matter with the Village Council at its September 27, 2016 meeting.

ORDINANCE #16-16:

AN ORDINANCE AMENDING THE PINEHURST DEVELOPMENT ORDINANCE AS IT PERTAINS TO SECTION 9.10, "WELL FIELD PROTECTION":

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance on the 8th day of October, 2014, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

WHEREAS, said Ordinance may be amended from time to time as circumstances and the best interests of the community have required; and

WHEREAS, a public hearing was held at 4:30 p.m. on September 27, 2016, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering proposed amendments to the Pinehurst Development Ordinance, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed text amendments; and

WHEREAS, the Planning and Zoning Board has recommended the Village Council amend Section 9.10 of the Pinehurst Development Ordinance; and

WHEREAS, the Village Council, after considering all of the facts and circumstances surrounding the proposed amendments to the text of the Pinehurst Development Ordinance, have determined that it is considered reasonable and in the best interest of the Village of Pinehurst and the extraterritorial jurisdiction and that it is not consistent with the 2010 Comprehensive Plan that the Pinehurst Development Ordinance be further amended, making the amendments as requested.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled on the 27th day of September, 2016, as follows:

SECTION 1. That the Pinehurst Development Ordinance of the Village of Pinehurst and its extraterritorial zoning jurisdiction be and the same hereby is amended by deleting Section 9.10, "Well Field Protection" in its entirety and reserving Section 9.10 as shown:

Section 9.10—~~Well Field Protection~~Reserved

SECTION 2. That all ordinances or sections thereof in conflict herewith are hereby repealed and declared null and void from and after the date of adoption of this ordinance.

SECTION 3. That this Ordinance shall be and remain in full force and effect from and after the date of its adoption.

THIS ORDINANCE passed and adopted this 27th day of September, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



PUBLIC HEARING NO. 3
ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider an Official Text Amendment to the Pinehurst Development Ordinance, specifically Section 9.13, "Fences Walls and Columns" and Section 10.2, "Definitions". This amendment will clarify how the height of fencing is measured from existing grades, modifies the design regulations for picket, post and rail and board/shadow box/solid fence types, adds the definition for a column and requires a public hearing for Council to modify the requirements for temporary fencing. The applicant is the Village of Pinehurst.

FROM:

Kevin B. Reed, Director of Planning and Inspections

CC:

Jeff Sanborn, Village Manager, Bruce Gould, Principal Planner

DATE OF MEMO:

9/21/2016

MEMO DETAILS:

Please see the attached staff report for this public hearing.

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Ordinance 16-15 PDO Amendment- Fences



PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council

From: Kevin Reed, Director of Planning and Inspections

Cc: Jeff Sanborn, Village Manager
Lauren Craig, Village Clerk
Bruce Gould, Principal Planner

Date: September 21, 2016

Subject: **Consider an Official Text Amendment to the Pinehurst Development Ordinance, specifically Section 9.13, "Fences, Walls and Columns" and Section 10.2, "Definitions" pertaining to fence regulations and the definition of the term column.**

The Planning & Zoning Board had been previously tasked with reviewing the Village's fence regulations for potential changes and modifications. The P&Z appointed a subcommittee that included Village staff, P&Z members and members of the Community Appearance Commission (CAC). This subcommittee met on several occasions and presented its findings to the full P&Z Board at its August 4, 2016 meeting when a public hearing was conducted on the proposed amendments to the PDO. The Board continued its discussion until its September 1st meeting and at that time voted unanimously to recommend to the Village Council that the proposed amendments be approved.

Staff discussed the recommendation from the P&Z Board at Council's work session held on September 13th and highlighted the following.

1. Section 9.13(2)(e) – New language to prohibit the use of berms to effectively raise the height of a fence to greater than the maximum allowable height of 6 feet. While this language may be difficult to enforce if the ground had been raised prior to fence

installation, it does address the most common use of the technique which is to construct the fence and then build a berm under the fence.

2. Section 9.13(4)(a)(i) – Modifies the description of picket fences to allow wood, composite and vinyl materials to be used for fence construction. Also, is less restrictive than current language with regards to picket size and spacing.
3. Section 9.13(4)(b)(i) – Removes the descriptive language for the type of wire than can be installed on post and rail and split rail fences. This change leaves more options for the use of wire while maintaining the need for a muted color (black, green or brown).
4. Section 9.13(4)(g) – Modifies description and expands allowable fence type to include solid privacy fences made of wood, vinyl or composite materials in addition to the currently allowed shadow box fence. Wood fences greater than 4 feet in height would be required to have three horizontal rails. Also, vertical wood members are required to be a minimum thickness of 1” nominal (3/4” actual). The requirement for three horizontal rails and a minimum thickness of 1” nominal could be problematic in two ways. One, it could make many pre-manufactured fence panels that are affordable no longer an option for “do it yourself” homeowners or those wishing to purchase pre-manufactured fence panels. Two, information from a local fence contractor indicates that a 1” vertical board vs. a 1/2” vertical board increases the cost of construction by 70%.
5. Section 9.13(5) – This section has been revised to include additional language which requires the Village Council to conduct a public hearing prior to suspending or modifying the time limits a temporary fence can be in place for a major event approved as part of a temporary use permit.
6. Section 10.2 – Language has been added to include a definition for “column”.

Based on the September 13th discussion with the Village Council, staff made the following changes to the aforementioned recommended amendments:

1. Section 9.13(4)(g)(ii) – Retained the new requirement for fences greater than 4’ in height to have a minimum of 3 horizontal rails. A review of pre-fabricated panels indicates they typically have three horizontal rails.
2. Section 9.13(4)(g)(iii) – Changed to reflect the removal of the requirement that vertical members be a minimum of 1” nominal thickness. As noted at the work session, the 1” requirement can add approximately 70% to the cost of a constructed fence and removes many pre-fabricated fence panels available to property owners. Staff has deleted this requirement in its entirety which is consistent with current language in the PDO.

Attached to this memorandum you will find an ordinance for the proposed changes with text being deleted shown in a strikethrough format and text being added shown in a bold and underlined format. Staff looks forward to discussing the proposed amendment with the Village Council at its September 27th meeting.

ORDINANCE #16-15:

AN ORDINANCE AMENDING THE PINEHURST DEVELOPMENT ORDINANCE AS IT PERTAINS TO SECTION 9.13, "FENCES, WALLS AND COLUMNS" AND SECTION, 10.2, "DEFINITIONS":

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance on the 8th day of October, 2014, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

WHEREAS, said Ordinance may be amended from time to time as circumstances and the best interests of the community have required; and

WHEREAS, a public hearing was held at 4:30 p.m. on September 27, 2016, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering proposed amendments to the Pinehurst Development Ordinance, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed text amendments; and

WHEREAS, the Planning and Zoning Board has recommended the Village Council amend Section 9.13, "Fences, Walls and Columns" and Section 10.2, "Definitions" of the Pinehurst Development Ordinance; and

WHEREAS, the Village Council, after considering all of the facts and circumstances surrounding the proposed amendments to the text of the Pinehurst Development Ordinance, have determined that it is considered reasonable and in the best interest of the Village of Pinehurst and the extraterritorial jurisdiction and that it is consistent with the 2010 Comprehensive Plan that the Pinehurst Development Ordinance be further amended, making the amendments as requested.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled on the 27th day of September, 2016, as follows:

SECTION 1. That the Pinehurst Development Ordinance of the Village of Pinehurst and its extraterritorial zoning jurisdiction be and the same hereby is amended by adding the following text amendments to Section 9.13, "Fences, Walls and Columns" and Section 10.2, "Definitions":

Amend Section 9.13(2), "Fences, Walls and Columns" to add the following:

(e) The existing ground elevation shall not be modified or elevated in any manner so as to construct a fence on an elevated berm, so as to

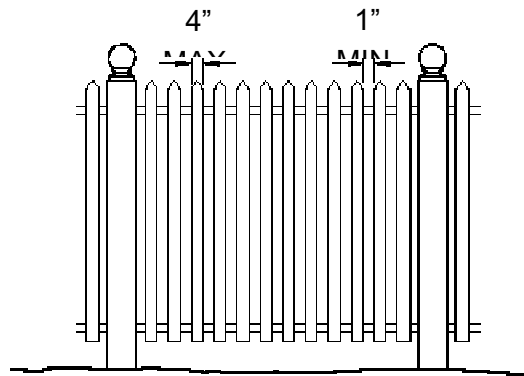
increase the maximum allowable height of the fence unless the berm is proposed as part of a required buffer.

Amend Section 9.13(4), “Fences, Walls and Columns” to read as follows:

- (4) Residential and Non-Residential Fences: Those fences or similar structures not authorized or approved as provided in this Section are prohibited. The finished side of a fence or wall shall always face out towards the street or adjacent property. For the purpose of this Section, the following types of fences are allowed, depending upon the specific zoning district in which they are located. Material substitution may be permitted by the Village Planner where the appearance and material would result in equal or better performance. Allowable fence types include:

- (a) Picket, provided that:

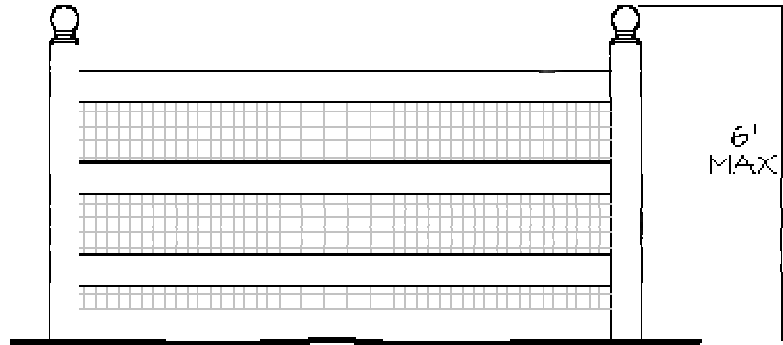
- (i) **The fence shall be constructed of wood, vinyl or composite material and may be painted, stained or unfinished;** width of the pickets shall ~~not be less than two (2) inches nominal nor~~ **not be** wider than four (4) inches nominal, with a minimum of ~~two~~ **one (2) (1)** inches ~~and a maximum of four (4) inches~~ between pickets.
- (ii) Maximum height is four (4) feet;



(a) PICKET FENCE

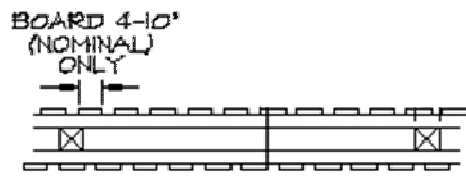
- (iii) Minimum number of horizontal rails is two (2).
- (b) Post and rail (or split rail), provided that:

- ~~(i) The wire between horizontal or vertical strands in a grid pattern not less than three (3) inches by two (2) inches;~~
- (i) The wire is located on the inside of the fence;
- (ii) The wire is muted in color, (black, green, or brown);
- (iii) The use of wire is optional.

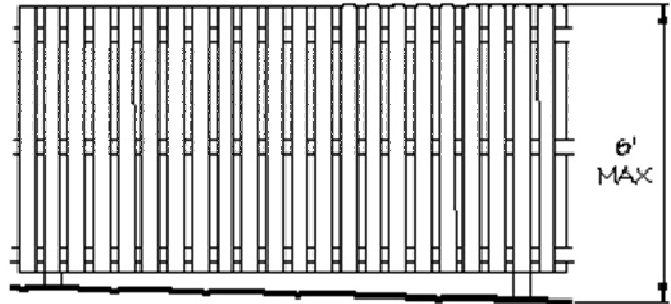


(b) POST AND RAIL FENCE

-
- (c) **Vinyl and Wood Board/shadow box/solid**, provided that:
 - (i) Board width (vertical members) is not less than four (4) inches nominal and not more than ten (10) inches nominal; ~~with a maximum overlap of one (1) inch. Vinyl fences shall have the appearance of meeting this requirement;~~
 - ~~(i) Post size is not less than four by four (4 x 4) inch nominal posts and not more than six by six (6 x 6) nominal inches.~~
 - (ii) **Wood fences greater than four (4) feet in height are required to have a minimum of three (3) horizontal rails (does not apply to vinyl fences);**
 - ~~(iii) Minimum thickness of vertical wood members is 1" nominal (3/4" actual);~~
 - (iv) **Solid fences may also be constructed of vinyl or composite material.**

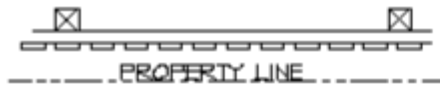


PLAN VIEW

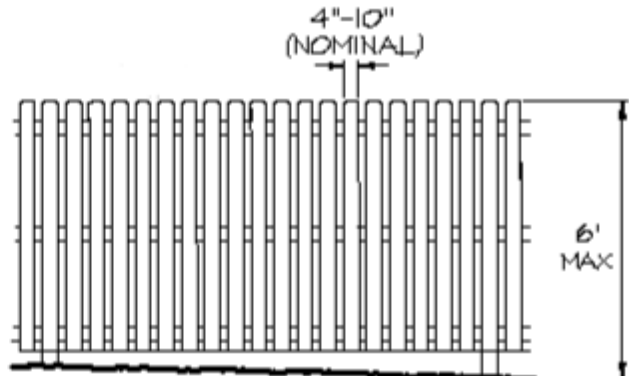


ELEVATION

(g) SHADOW BOX FENCE



PLAN VIEW



ELEVATION

(h) BOARD FENCE

Amend Section 9.13(5), “Fences, Walls and Columns” to read as follows:

- (5) Fencing for a Temporary Use: Fencing for a Temporary Use is allowed when such fencing is necessary to secure a site provided that such fencing is not erected more than two (2) weeks prior to commencement of the event and is removed within seven (7) days following the completion of the event. However, the Village Planner is authorized to allow fencing to be erected earlier than two (2) weeks prior to the commencement of the event or removed later than seven (7) days following the completion of the event provided: 1) such fencing does not abut a residence, and 2) the

applicant has provided in writing clear evidence that additional time is needed. Such fencing shall not exceed a height of six (6) feet unless such fencing is used to screen a “work area,” such as a catering facility, from abutting properties or rights-of-way. In cases where the fencing is used to screen a “work area,” such fencing shall not exceed a height of eight (8) feet. If eight (8) foot tall chain link fencing is used, such fencing shall have a green mesh cover to further screen the “work area.” If chain link fencing is used and such fencing abuts a residence, residentially zoned land, or a right-of-way, such fencing must have a green or brown vinyl coating. At the discretion of the Village Planner, the fence may be required to be setback from the property line, particularly if the fencing abuts a residence or residentially zoned land. At no point shall a setback encroach beyond the golf course out-of-bounds lines. If the fence is erected prior to an allowed date or not removed by the specified date, the Village reserves the right to enter onto the premises and remove the fence at the expense of the property owner. Temporary fencing may be erected only upon receiving a temporary fence permit from the Village Planner. The Village Planner shall issue such a permit only after the Police and Fire Chiefs have reviewed the application and found that the proposal has adequate provisions for emergency access and egress so as to ensure health, welfare, and safety for the general public. A Temporary Use Permit must be issued for all temporary fencing. The Village Council, **after conducting a public hearing**, shall have the right to suspend or modify the application of this subsection for major events as part of the issuance of a temporary use permit issued under section 94.14 of the Pinehurst Municipal Code.

Amend Section 10.3, “Definitions” to add the following:

Section 10.2 Definitions

Column: a rigid, relatively slender, upright support, composed of relatively few pieces. a decorative pillar, most often composed of stone and typically having a cylindrical or polygonal shaft with a capital and usually a base.

SECTION 2. That all ordinances or sections thereof in conflict herewith are hereby repealed and declared null and void from and after the date of adoption of this ordinance.

SECTION 3. That this Ordinance shall be and remain in full force and effect from and after the date of its adoption.

THIS ORDINANCE passed and adopted this 27th day of September, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER AN ORDINANCE AMENDING THE PINEHURST
DEVELOPMENT ORDINANCE SECTION 9.10, "WELL FIELD PROTECTION".
ADDITIONAL AGENDA DETAILS:**

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

9/22/2016

MEMO DETAILS:

Council,

If you wish to take action on Public Hearing #2 regarding an amendment to the Pinehurst Development Ordinance regarding Section 9.10, "Well Field Protection," an ordinance has been provided for your consideration.

ATTACHMENTS:

Description

- ▣ Ordinance 16-16 PDO Amendment- Well Field Protection

ORDINANCE #16-16:

AN ORDINANCE AMENDING THE PINEHURST DEVELOPMENT ORDINANCE AS IT PERTAINS TO SECTION 9.10, “WELL FIELD PROTECTION”:

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance on the 8th day of October, 2014, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

WHEREAS, said Ordinance may be amended from time to time as circumstances and the best interests of the community have required; and

WHEREAS, a public hearing was held at 4:30 p.m. on September 27, 2016, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering proposed amendments to the Pinehurst Development Ordinance, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed text amendments; and

WHEREAS, the Planning and Zoning Board has recommended the Village Council amend Section 9.10 of the Pinehurst Development Ordinance; and

WHEREAS, the Village Council, after considering all of the facts and circumstances surrounding the proposed amendments to the text of the Pinehurst Development Ordinance, have determined that it is considered reasonable and in the best interest of the Village of Pinehurst and the extraterritorial jurisdiction and that it is not consistent with the 2010 Comprehensive Plan that the Pinehurst Development Ordinance be further amended, making the amendments as requested.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled on the 27th day of September, 2016, as follows:

SECTION 1. That the Pinehurst Development Ordinance of the Village of Pinehurst and its extraterritorial zoning jurisdiction be and the same hereby is amended by deleting Section 9.10, “Well Field Protection” in its entirety and reserving Section 9.10 as shown:

Section 9.10—~~Well Field Protection~~Reserved

SECTION 2. That all ordinances or sections thereof in conflict herewith are hereby repealed and declared null and void from and after the date of adoption of this ordinance.

SECTION 3. That this Ordinance shall be and remain in full force and effect from and after the date of its adoption.

THIS ORDINANCE passed and adopted this 27th day of September, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER AN ORDINANCE AMENDING THE PINEHURST
DEVELOPMENT ORDINANCE SECTION 9.13, "FENCES WALLS AND
COLUMNS" AND SECTION 10.2, "DEFINITIONS".
ADDITIONAL AGENDA DETAILS:**

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

9/22/2016

MEMO DETAILS:

Council,

Should you wish to take action on Public Hearing #3 amending the Pinehurst Development Ordinance Section 9.13, "Fences Walls and Columns" and Section 10.2, "Definitions", an ordinance has been provided for your consideration.

ATTACHMENTS:

Description

- ▣ Ordinance 16-15 PDO Amendment- Fences

ORDINANCE #16-15:

AN ORDINANCE AMENDING THE PINEHURST DEVELOPMENT ORDINANCE AS IT PERTAINS TO SECTION 9.13, "FENCES, WALLS AND COLUMNS" AND SECTION, 10.2, "DEFINITIONS":

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance on the 8th day of October, 2014, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

WHEREAS, said Ordinance may be amended from time to time as circumstances and the best interests of the community have required; and

WHEREAS, a public hearing was held at 4:30 p.m. on September 27, 2016, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering proposed amendments to the Pinehurst Development Ordinance, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed text amendments; and

WHEREAS, the Planning and Zoning Board has recommended the Village Council amend Section 9.13, "Fences, Walls and Columns" and Section 10.2, "Definitions" of the Pinehurst Development Ordinance; and

WHEREAS, the Village Council, after considering all of the facts and circumstances surrounding the proposed amendments to the text of the Pinehurst Development Ordinance, have determined that it is considered reasonable and in the best interest of the Village of Pinehurst and the extraterritorial jurisdiction and that it is consistent with the 2010 Comprehensive Plan that the Pinehurst Development Ordinance be further amended, making the amendments as requested.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled on the 27th day of September, 2016, as follows:

SECTION 1. That the Pinehurst Development Ordinance of the Village of Pinehurst and its extraterritorial zoning jurisdiction be and the same hereby is amended by adding the following text amendments to Section 9.13, "Fences, Walls and Columns" and Section 10.2, "Definitions":

Amend Section 9.13(2), "Fences, Walls and Columns" to add the following:

(e) The existing ground elevation shall not be modified or elevated in any manner so as to construct a fence on an elevated berm, so as to

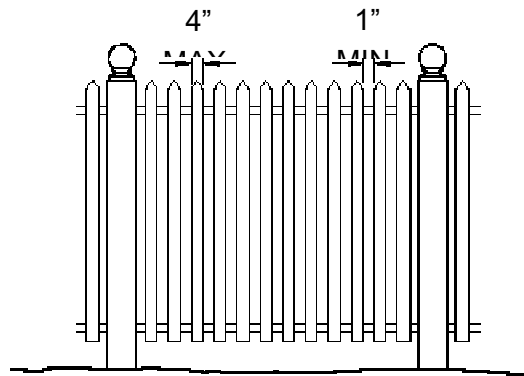
increase the maximum allowable height of the fence unless the berm is proposed as part of a required buffer.

Amend Section 9.13(4), “Fences, Walls and Columns” to read as follows:

- (4) Residential and Non-Residential Fences: Those fences or similar structures not authorized or approved as provided in this Section are prohibited. The finished side of a fence or wall shall always face out towards the street or adjacent property. For the purpose of this Section, the following types of fences are allowed, depending upon the specific zoning district in which they are located. Material substitution may be permitted by the Village Planner where the appearance and material would result in equal or better performance. Allowable fence types include:

- (a) Picket, provided that:

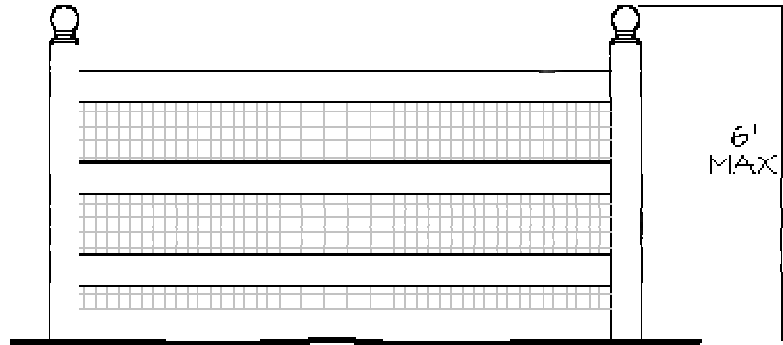
- (i) **The fence shall be constructed of wood, vinyl or composite material and may be painted, stained or unfinished;** width of the pickets shall ~~not be less than two (2) inches nominal nor~~ **not be** wider than four (4) inches nominal, with a minimum of ~~two~~ **one (2) (1)** inches ~~and a maximum of four (4) inches~~ between pickets.
- (ii) Maximum height is four (4) feet;



(a) PICKET FENCE

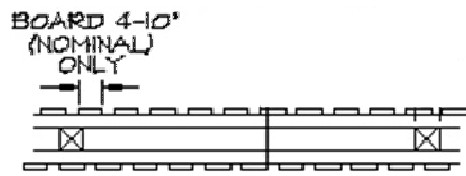
- (iii) Minimum number of horizontal rails is two (2).
- (b) Post and rail (or split rail), provided that:

- ~~(i) The wire between horizontal or vertical strands in a grid pattern not less than three (3) inches by two (2) inches;~~
- (i) The wire is located on the inside of the fence;
- (ii) The wire is muted in color, (black, green, or brown);
- (iii) The use of wire is optional.

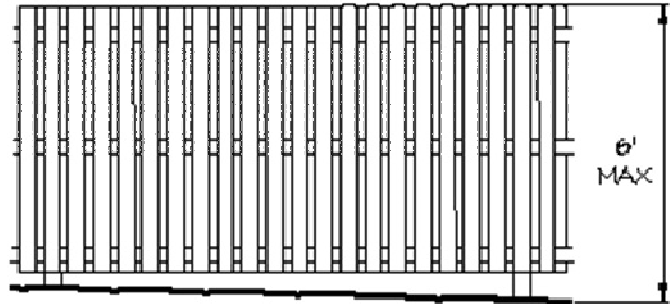


(b) POST AND RAIL FENCE

-
- (c) **Vinyl and Wood Board/shadow box/solid**, provided that:
 - (i) Board width (vertical members) is not less than four (4) inches nominal and not more than ten (10) inches nominal; ~~with a maximum overlap of one (1) inch. Vinyl fences shall have the appearance of meeting this requirement;~~
 - ~~(i) Post size is not less than four by four (4 x 4) inch nominal posts and not more than six by six (6 x 6) nominal inches.~~
 - (ii) **Wood fences greater than four (4) feet in height are required to have a minimum of three (3) horizontal rails (does not apply to vinyl fences);**
 - ~~(iii) Minimum thickness of vertical wood members is 1" nominal (3/4" actual);~~
 - (iv) **Solid fences may also be constructed of vinyl or composite material.**

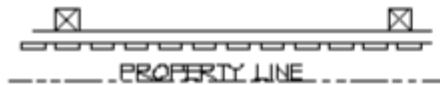


PLAN VIEW

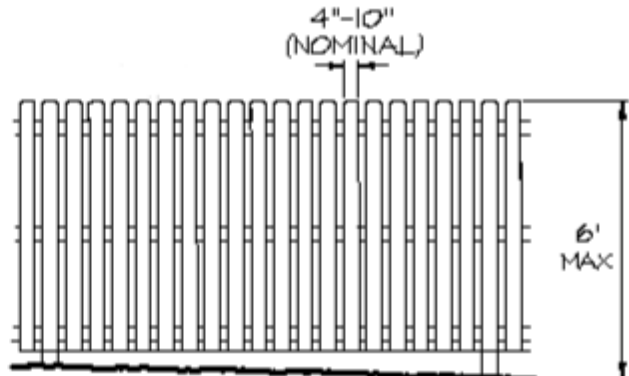


ELEVATION

(g) SHADOW BOX FENCE



PLAN VIEW



ELEVATION

(h) BOARD FENCE

Amend Section 9.13(5), “Fences, Walls and Columns” to read as follows:

- (5) Fencing for a Temporary Use: Fencing for a Temporary Use is allowed when such fencing is necessary to secure a site provided that such fencing is not erected more than two (2) weeks prior to commencement of the event and is removed within seven (7) days following the completion of the event. However, the Village Planner is authorized to allow fencing to be erected earlier than two (2) weeks prior to the commencement of the event or removed later than seven (7) days following the completion of the event provided: 1) such fencing does not abut a residence, and 2) the

applicant has provided in writing clear evidence that additional time is needed. Such fencing shall not exceed a height of six (6) feet unless such fencing is used to screen a “work area,” such as a catering facility, from abutting properties or rights-of-way. In cases where the fencing is used to screen a “work area,” such fencing shall not exceed a height of eight (8) feet. If eight (8) foot tall chain link fencing is used, such fencing shall have a green mesh cover to further screen the “work area.” If chain link fencing is used and such fencing abuts a residence, residentially zoned land, or a right-of-way, such fencing must have a green or brown vinyl coating. At the discretion of the Village Planner, the fence may be required to be setback from the property line, particularly if the fencing abuts a residence or residentially zoned land. At no point shall a setback encroach beyond the golf course out-of-bounds lines. If the fence is erected prior to an allowed date or not removed by the specified date, the Village reserves the right to enter onto the premises and remove the fence at the expense of the property owner. Temporary fencing may be erected only upon receiving a temporary fence permit from the Village Planner. The Village Planner shall issue such a permit only after the Police and Fire Chiefs have reviewed the application and found that the proposal has adequate provisions for emergency access and egress so as to ensure health, welfare, and safety for the general public. A Temporary Use Permit must be issued for all temporary fencing. The Village Council, **after conducting a public hearing**, shall have the right to suspend or modify the application of this subsection for major events as part of the issuance of a temporary use permit issued under section 94.14 of the Pinehurst Municipal Code.

Amend Section 10.3, “Definitions” to add the following:

Section 10.2 Definitions

Column: a rigid, relatively slender, upright support, composed of relatively few pieces. a decorative pillar, most often composed of stone and typically having a cylindrical or polygonal shaft with a capital and usually a base.

SECTION 2. That all ordinances or sections thereof in conflict herewith are hereby repealed and declared null and void from and after the date of adoption of this ordinance.

SECTION 3. That this Ordinance shall be and remain in full force and effect from and after the date of its adoption.

THIS ORDINANCE passed and adopted this 27th day of September, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER AN ORDINANCE AMENDING CHAPTER 111,
"MOBILE VENDORS", OF THE PINEHURST MUNICIPAL CODE IN ORDER
TO PERMIT FOOD TRUCKS IN THE HOSPITAL DEVELOPMENT AND
RECREATIONAL DEVELOPMENT ZONING DISTRICTS.
ADDITIONAL AGENDA DETAILS:**

FROM:

Kevin B. Reed, Director of Planning and Inspections

CC:

Jeff Sanborn, Village Manager, Lauren Craig, Village Clerk

DATE OF MEMO:

9/21/2016

MEMO DETAILS:

Please see the attached staff report for this agenda item.

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Ordinance 16-13 Municipal Code Amendment (Food Trucks)



PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council

From: Kevin Reed, Director of Planning and Inspections

Cc: Jeff Sanborn, Village Manager
Lauren Craig, Village Clerk

Date: September 21, 2016

Subject: **Discuss and consider an ordinance amending Chapter 111, “Mobile Vendors”, of the Pinehurst Municipal Code (PMC) in order to permit food trucks in the Hospital Development and Recreational Development Zoning Districts.**

As previously directed by the Village Council, staff prepared a draft ordinance to the Pinehurst Municipal Code (PMC) which would allow mobile food vendors, specifically food trucks, in the Village. Food trucks would only be permitted in the Hospital Development and Recreational Zoning District. The draft ordinance was discussed with the Council at its September 13th work session and following that discussion no changes were proposed for the draft ordinance. Highlights of the ordinance include:

1. Adding a definition for the term “mobile food vendor”. This distinction from “mobile vendor” is important since no changes are anticipated for how mobile vendors are regulated in the Village.
 2. Mobile food vendors would be limited to the Hospital Development and Recreational Development Zoning Districts.
 3. Mobile food vendors would only be permitted on property which has a primary land use. This would prohibit the establishment of mobile food vendors on vacant or undeveloped parcels.
 4. The property owner must be the applicant and the permit would be issued to them.
 5. No changes in the current regulations as to how mobile vendors are permitted as part of a temporary event permit.
-

From an implementation standpoint, staff would anticipate the following:

1. The Planning & Inspection Department would be the Village department responsible for issuing permits for mobile food vendors.
2. The application would apply to a specific property and, as part of the application, the owner would be required to designate the days and hours of operation for the mobile food vendor.
3. The mobile food vendor would be responsible for adhering to all applicable county and state regulations and permitting requirements.
4. There would be a fee for each permit to cover processing and administrative costs; however, there would be no renewal requirement.

Attached to this memorandum is copy of the draft ordinance which shows text being deleted in strikethrough format and text being added shown in a bold and underlined format. Staff looks forward to discussing this issue with the Village Council at its September 27th meeting.

ORDINANCE #16-13:

AN ORDINANCE AMENDING CHAPTER 111 MOBILE VENDORS OF THE VILLAGE OF PINEHURST MUNICIPAL CODE.

THAT, WHEREAS, the Village Council of the Village of Pinehurst adopted an ordinance dated October 20, 1980, establishing and implementing certain authorized police powers for the purpose of prescribing regulations governing conditions detrimental to the health, safety, and welfare of its citizens; and

WHEREAS, on September 13, 2011 the Village Council of the Village of Pinehurst adopted Ordinance 11-25 which adopted the general ordinances of the Village of Pinehurst as revised, amended, restated, codified, and compiled in book form and declared that these shall constitute the "Village of Pinehurst, North Carolina Municipal Code;" and

WHEREAS, the Municipal Code will be subsequently amended from time to time as conditions warrant; and

WHEREAS, the Village of Pinehurst desires to allow food trucks in certain locations around the Village of Pinehurst.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 27th day of September, 2016 as follows:

SECTION 1. That the following amendments be made to CHAPTER 111: MOBILE VENDORS:

§ 111.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

MOBILE VENDOR. Any equipment, apparatus, trailer, vehicle, cart or other conveyance, other than a legally permitted vending machine, located outdoors, from which a vendor displays, sells, offers for sale, gives away, or offers to give away anything of value including any food, beverage, goods, wares, merchandise, or services that is not within a permanent permitted structure.

MOBILE FOOD VENDOR. A mobile vendor where primarily food items are sold to the general public.

§ 111.02 PURPOSE.

The purposes of this chapter are:

(A) Protect established uses that occupy permanent permitted structures;

- (B) Preserve the aesthetics of the Village;
- (C) Ensure public safety and the protection of public rights-of-way; and
- (D) To protect the public from any adverse effects of doing business with a transient entity.

§ 111.03 PERMIT REQUIRED.

No mobile vendor shall operate or establish use on public rights-of-way or private property including parking lots and vacant land within the Village unless such use is authorized as a temporary use through issuance of a temporary event permit in accordance with § 94.14 and Chapter 152 of the Pinehurst Municipal Code (A) or (B), below:

(A) PERMIT REQUIRED. Mobile food vendors may be permitted to operate on other than a temporary, event specific, basis within the Hospital Development Zoning District and the Recreational Development Zoning District. To locate on a property in one of these zoning districts, the property must have a primary use. Such permitting must be pursuant to a request from the owner of the property where the mobile food vendors will be located. Requests for such a permit must be submitted to the Village of Pinehurst Planning and Inspections Department on standard Village forms, and permitting will be consistent with all requirements set forth in Chapter 152.

(B) PERMIT REQUIRED. Mobile vendors may operate on a temporary, event specific, basis in all areas of the Village through issuance of a temporary event permit in accordance with § 94.14 and Chapter 152 of the Pinehurst Municipal Code.

§ 111.99 PENALTY.

Any person, firm or corporation violating any of the provisions of this chapter, or failing or neglecting or refusing to comply with same, shall be guilty of a misdemeanor and shall be subject to any one, all or combination of remedies authorized under § 10.99 of this code.

SECTION 2. That this Ordinance amendment shall be and remain in full force and effect from and after the date of its adoption.

THIS ORDINANCE passed and adopted this 27th day of September, 2016.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER AN ORDINANCE AMENDING THE PINEHURST
MUNICIPAL CODE AS IT PERTAINS TO REGULATORY TRAFFIC SIGN
INSTALLATIONS IN THE VILLAGE OF PINEHURST.
ADDITIONAL AGENDA DETAILS:**

FROM:

Jeff Sanborn

DATE OF MEMO:

9/21/2016

MEMO DETAILS:

The Village's existing municipal code included language authorizing the Chief of Police, with the advise and consent of the Council, to direct the installation of regulatory traffic signs. Since these decisions are best made with the inclusion of input from other staff elements and external partners, it is appropriate to update the language such that the Village Manager exercises this authority.

ATTACHMENTS:

Description

- ▣ Ordinance 16-14 Municipal Code Amendment (Signs)

ORDINANCE #16-14:

AN ORDINANCE AMENDING SECTION 70.04 INSTALLATION OF SIGNS IN THE VILLAGE OF PINEHURST MUNICIPAL CODE.

THAT, WHEREAS, the Village Council of the Village of Pinehurst adopted an ordinance dated October 20, 1980, establishing and implementing certain authorized police powers for the purpose of prescribing regulations governing conditions detrimental to the health, safety, and welfare of its citizens; and

WHEREAS, on September 13, 2011 the Village Council of the Village of Pinehurst adopted Ordinance 11-25 which adopted the general ordinances of the Village of Pinehurst as revised, amended, restated, codified, and compiled in book form and declared that these shall constitute the "Village of Pinehurst, North Carolina Municipal Code," and

WHEREAS, the Municipal Code will be subsequently amended from time to time as conditions warrant.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 27th day of September, 2016 as follows:

SECTION 1. That the following amendments be made to Section 70.04 Installation of Signs:

§ 70.04 INSTALLATION OF SIGNS.

The Village Council and the ~~Chief of Police~~ **Village Manager**, with advice and consent of the Village Council, shall have and are hereby granted authority to erect stop signs, yield right-of-way signs, speed limit signs, street directional signs, stopping, standing and parking signs, traffic signal control devices and other signs and devices as may be deemed necessary by them to properly regulate and control traffic and the use of streets by motor vehicles in the village.

SECTION 2. That this Ordinance amendment shall be and remain in full force and effect from and after the date of its adoption.

THIS ORDINANCE passed and adopted this 27th day of September, 2016.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney

DRAFT



**DISCUSS AND CONSIDER A RESOLUTION TO GRANT A SEWER EASEMENT
ON THE PUBLIC SERVICES PROPERTY TO MOORE COUNTY PUBLIC
UTILITIES (RE-ROUTE SEWER SERVICE ON SPUR ROAD).
ADDITIONAL AGENDA DETAILS:**

FROM:

Jeff Batton

DATE OF MEMO:

9/21/2016

MEMO DETAILS:

While grading and reshaping the Village's Public Services site as a part of the renovation project of that property, the Village unearthed an active sewer line dissecting Village property. After investigation by Moore County Public Utilities it was determined that this was a private service for a residence on Spur Road.

In order to complete the Public Services renovation project, this private service needs to be relocated. Moore County Public Utilities is requesting they be granted an easement (map attached) near the Village's property line in order to extend a public sewer line to serve this residence plus one other. The easement on Village property would be granted to Moore County Public Utilities and they would own and maintain that portion of the service line.

A resolution is attached that would approve the easement and grant the Mayor or her designee authority to execute the necessary documents to complete the transaction. The easement document is being created by the County of Moore Attorney's office and would be reviewed by the Village Attorney prior to execution.

Being in the best interest of all parties, Staff recommends granting the easement and approval of the resolution.

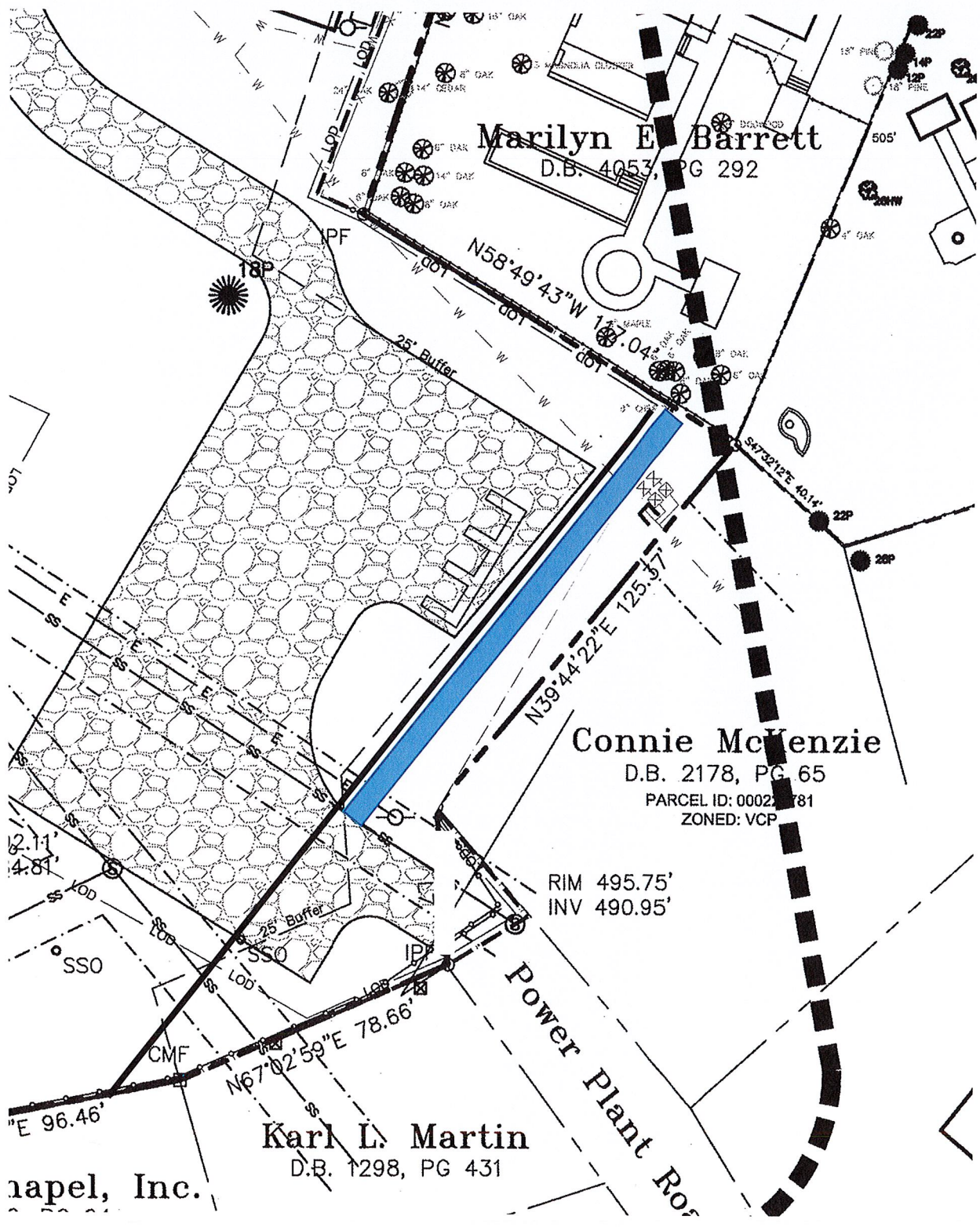
Staff will be available to answer any questions at the Council meeting.

Thanks.

ATTACHMENTS:

Description

- ☐ Attachment MCPU Easement
- ☐ Resol 16-25 Grant SS Easement to MCPU at PS yard



10' Sewer Easement

RESOLUTION #16-25:

A RESOLUTION GRANTING AN SEWER EASEMENT TO COUNTY OF MOORE PUBLIC UTILITIES FOR THE VILLAGE OF PINEHURST, NORTH CAROLINA.

THAT WHEREAS, the County of Moore Public Utilities is in need of a sewer easement on property owned by the Village of Pinehurst; and

WHEREAS, the County of Moore County Public Utilities has requested such easement from the Village of Pinehurst; and

WHEREAS, the Village has determined that granting the requested easement is in the best interest of the citizens of Pinehurst; and

WHEREAS, G.S. 160A-273 provides municipalities the authority to grant easements over, though, under, or across any of its property.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 27th day of September, 2016, as follows:

SECTION 1. The requested easement as depicted on the attachment is hereby granted to the County of Moore Public Utilities:

SECTION 2. The Mayor, or her designee, is hereby authorized to execute any and all documents necessary to facilitate the easement:

SECTION 3. Copies of this resolution shall be furnished to the Village Clerk and the Village Manager and Assistant Village Manager for Operations for their direction and implementation.

THIS RESOLUTION passed and adopted this 27th day of September 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By:

Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



PRESENTATION OF THE FISCAL YEAR 2016 ANNUAL PERFORMANCE REPORT.

ADDITIONAL AGENDA DETAILS:

FROM:

Natalie Dean

CC:

Jeff Sanborn, Jeff Batton

DATE OF MEMO:

9/22/2016

MEMO DETAILS:

This agenda item is the presentation of the FY 2016 Annual Performance Report. I am pleased to report that the Village has exceeded performance goals for the majority of the Key Performance Indicators (KPIs) for FY 2016 on the Corporate Balanced Scorecard. Overall, the Village's continuous improvement efforts are resulting in increased performance results.

I look forward to reviewing the attached presentation with you at your meeting on Tuesday.

ATTACHMENTS:

Description

📎 FY 2016 Annual Performance Report



FY 2016 Village of Pinehurst Annual Performance Report

FY 2016 Village of Pinehurst Annual Performance Report

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FY 2016 Village of Pinehurst Annual Performance Report

Village Council



FY 2016 Village of Pinehurst Annual Performance Report

Message from the Office of the Village Manager



This Fiscal Year (FY) 2016 Annual Performance Report indicates the Village's results of operations relative to nine (9) community goals using a Balanced Scorecard (BSC) Model. This model is used to align activities and resources with organization goals and improve decision-making by providing performance feedback on critical priorities. This framework helps to balance strategic focus among four key perspective areas:

1. Customer
2. Internal
3. Workforce
4. Financial



Results are aggregated by BSC perspectives and the nine Council goals. Scores are assigned to each BSC perspective and goal and using red, yellow, or green indicators that are based on established goals and red flag thresholds. Additional information about the scoring system is included within this report.

This year, the Annual Performance Report includes a three-year trend analysis for comparisons and includes only Key Performance Indicators (KPIs) on the Council's corporate BSC. Individual department scorecard results are not included in this report. Finally, all performance measurement data included in this report has been reviewed and audited by management to ensure the accuracy of the data being presented.

We are proud of Village staff's accomplishments in FY 2016 and thank the Village Council for their leadership as we strive to continuously improve the efficiency and effectiveness of services we provide to Village residents, businesses, and visitors.

Sincerely,

Jeff Sanborn
Village Manager

Natalie Dean
Assistant Village Manager

FY 2016 Village of Pinehurst Annual Performance Report

Key Terms Used in this Report



Balanced Scorecard (BSC) – a strategic framework for translating broad, long-term organizational goals into a set of strategic operational objectives, measures, and initiatives.

BSC Perspectives – the four ‘lenses’ through which the organization views itself, including Customer, Internal, Workforce, and Financial.

Composite – a composite contains a set of performance measures that make up a composite or an index score, ranging from 0-10.

Council Goals– what the Village seeks to achieve to ensure long-term sustainability and to guide resource allocation.

Key Performance Indicators (KPIs) – indicators to gauge progress towards achieving goals.

Strategic Initiative – a program, project, or activity that is designed to improve, introduce or sustain a scorecard component.

FY 2016 Village of Pinehurst Annual Performance Report

Scoring of Scorecard Components



Each Key Performance Indicator (KPI) is assigned a score of 0-10 based on actual performance levels relative to the established goals and red flags:

	Village Results	Score
Green	Exceeded Goal	6.67 – 10.00
Yellow	Between Red Flag & Goal	3.34 – 6.66
Red	Below Red Flag	0.00 – 3.33

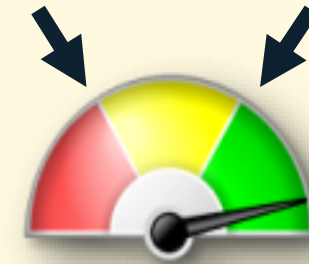
Red flag thresholds for survey results were set as indicated in the chart below:

Red Flag	Satisfaction Level Goal
90%	95% - 100%
85%	90% - 94%
80%	81% - 89%
75%	76% - 80%
70%	71% - 75%
Goal – 1%	Less than 70%

Example

Red Flag
85%
Score: 3.33

Goal
90%
Score: 6.67

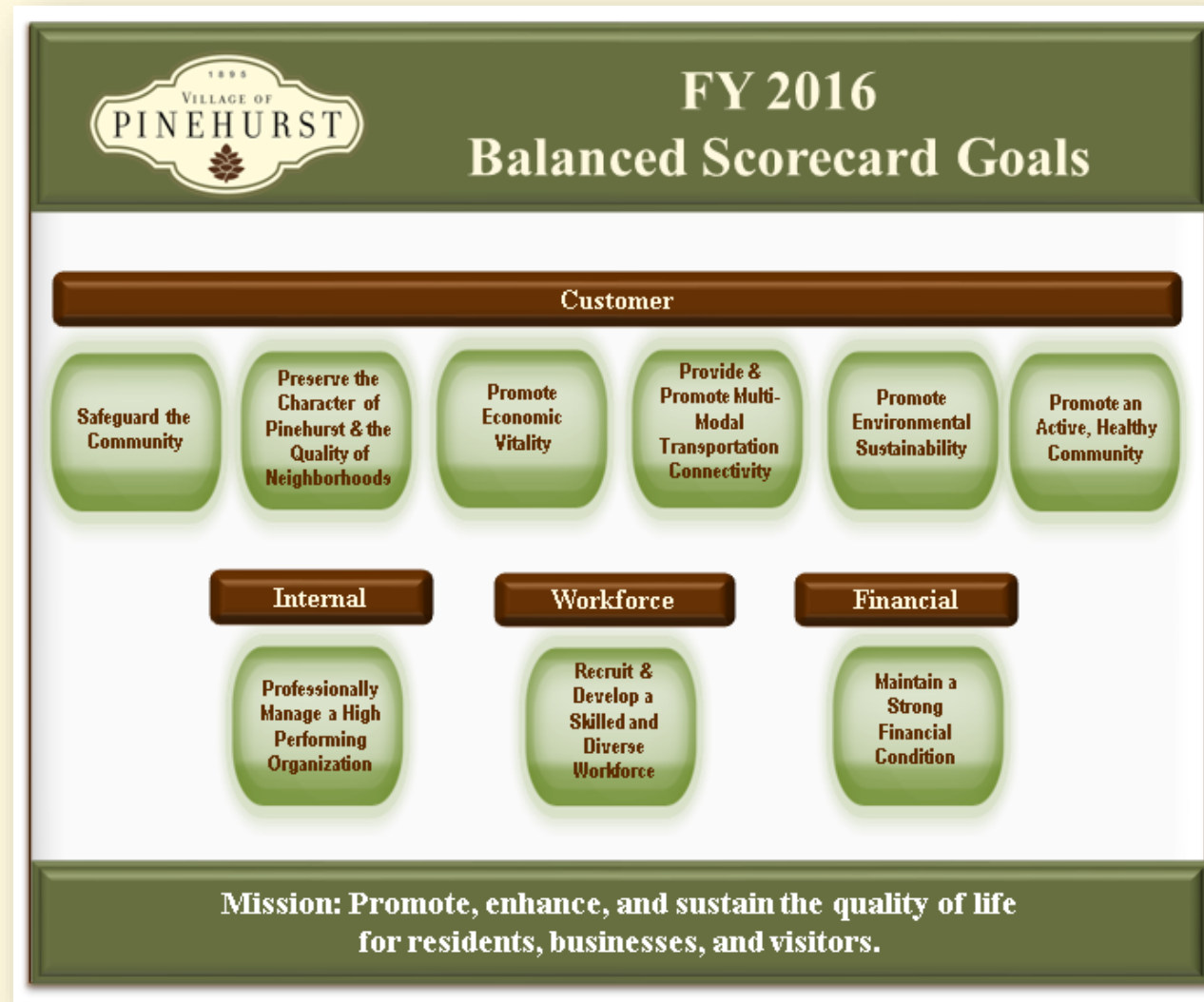


% of residents who rate the overall quality of life as good or excellent

Actual Value: 94%
Score: 9.33

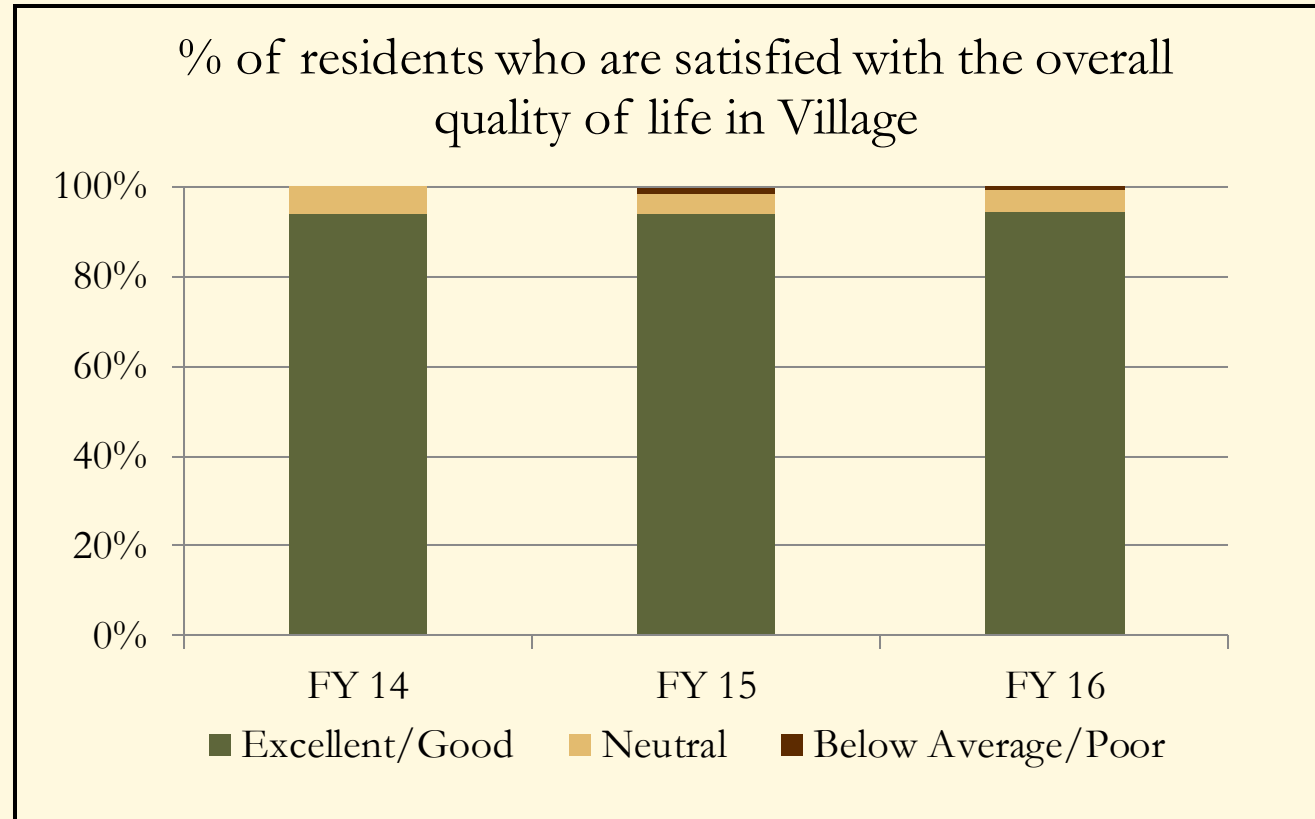
FY 2016 Village of Pinehurst Annual Performance Report

Council BSC Goals



FY 2016 Village of Pinehurst Annual Performance Report

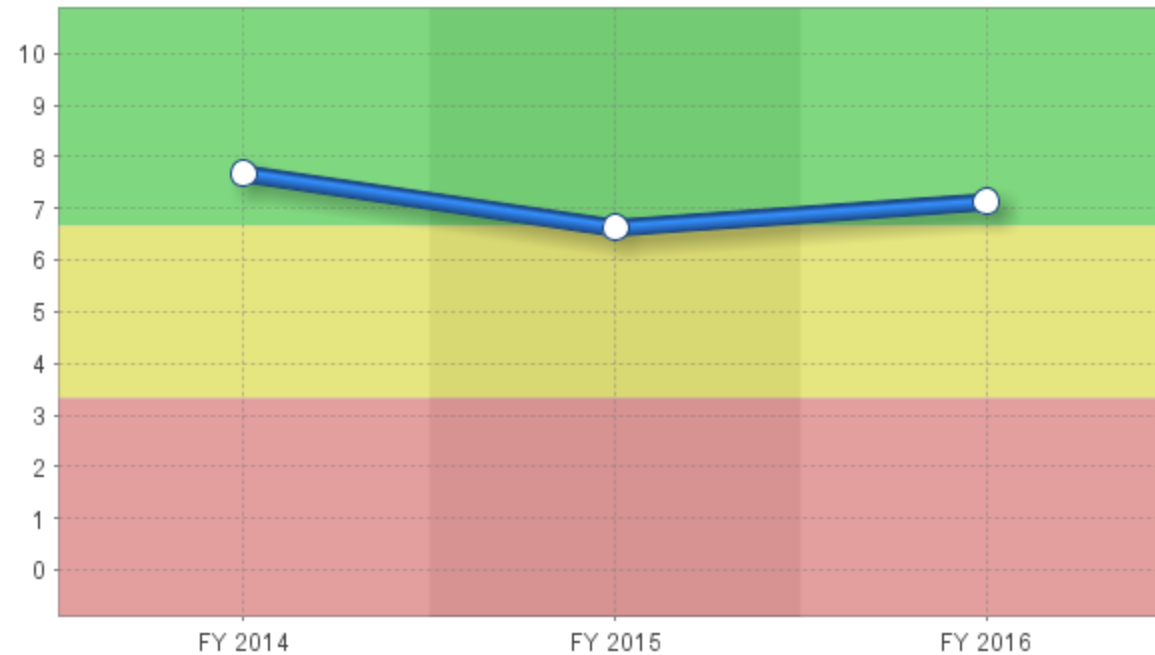
Quality of Life



At least 99% of residents in EVERY neighborhood rate the quality of life in the Village as good or excellent.

FY 2016 Village of Pinehurst Annual Performance Report

Overall Results



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Corporate Balanced Scorecard	FY16 Corporate Balanced Scorecard	Score	7.67	6.63	7.13

In FY 2016, the Village's performance improved over FY 2015 and overall exceeded Council's goals.

Balanced Scorecard Results by Perspective

Customer Perspective



Customer Perspective
Score: 5.91

The FY 2016 composite score for the Customer Perspective includes all Key Performance Indicators for the six Council Goals in this BSC perspective.

FY 2016 Village of Pinehurst Annual Performance Report



Safeguard the Community

FY 2016 Village of Pinehurst Annual Performance Report

Safeguard the Community



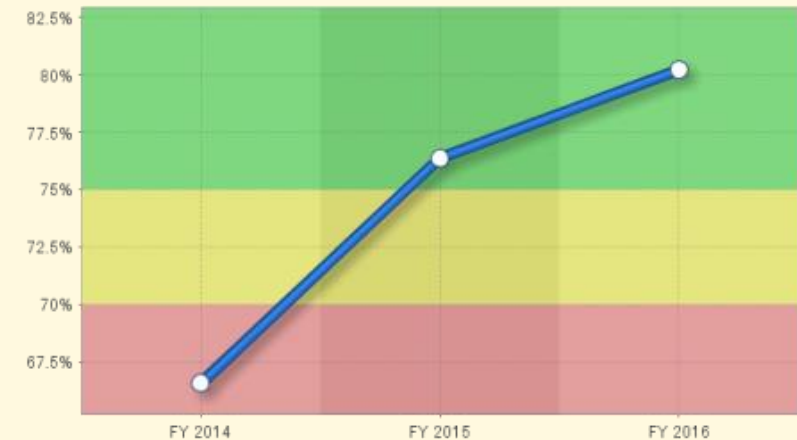
Safeguard the Community Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal
Total UCR crime rate per 1,000 residents	10.5	7.9	6.2	12.0
% of residents whose overall feeling of safety in the Village is good or excellent	96%	97%	98%	96%
% of emergency calls with reaction time of 90 seconds or less	66.6%	76.4%	80.2%	75.0%
# of public safety education programs	109	100	155	100



To “Safeguard the Community,” the Village strives to deliver effective public safety services and engage/educate the community on public safety. This year, the Village installed an additional traffic pre-emption device and continued working towards international accreditation in the Fire Department, with a continue focus on reducing reaction times to emergency calls. In addition, the Village was effective at reducing the overall UCR crime rate. These performance improvements, in conjunction with others, helped contribute to an increase in the % of residents whose overall feeling of safety in the Village is good or excellent.

Also, in FY 2016 the Village set the national high benchmark in our peer group for the Village’s efforts to prevent crime, with a 93% resident satisfaction rating.

% of emergency calls with reaction time of 90 seconds or less

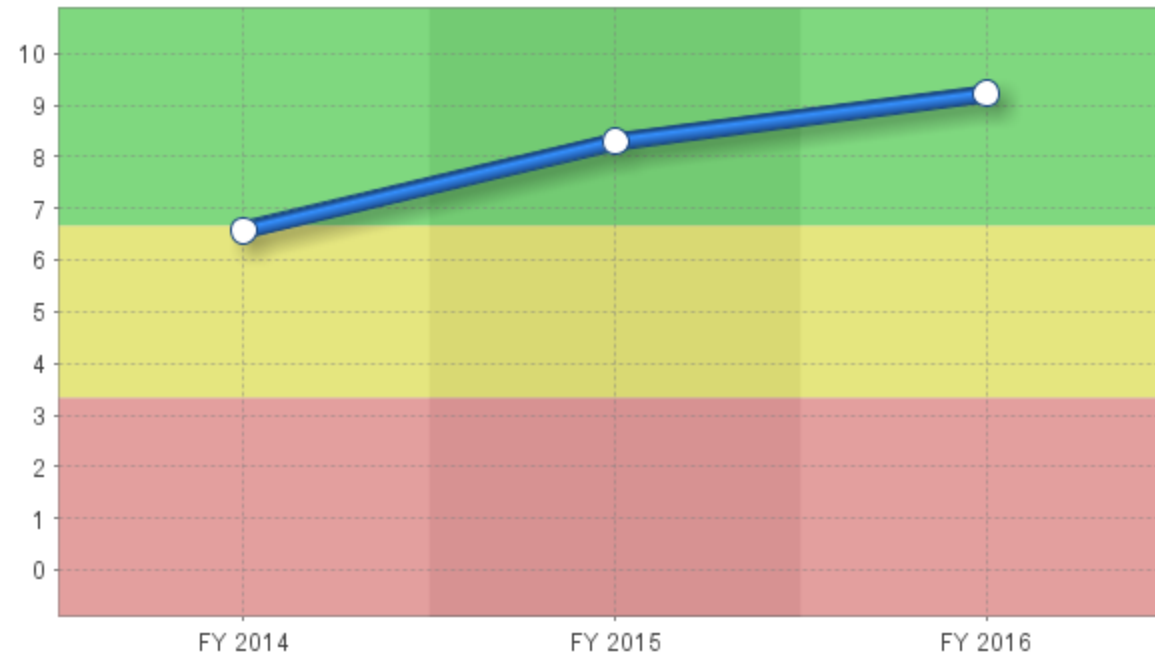


FY 2016 Village of Pinehurst Annual Performance Report

Safeguard the Community



Safeguard the Community
Score: 9.22



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Safeguard the Community	FY16 Corporate Balanced Scorecard	Score	6.58	8.3	9.22



Preserve the Character of Pinehurst & the Quality of Neighborhoods

FY 2016 Village of Pinehurst Annual Performance Report

Preserve the Character of Pinehurst & Quality of Neighborhoods

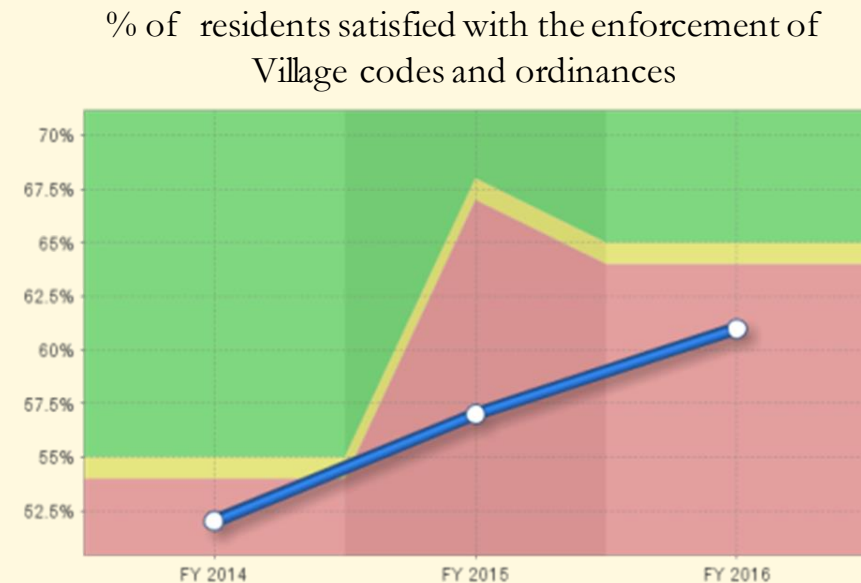


Preserve the Character of Pinehurst & Quality of Neighborhoods Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal
% of residents who rate the overall appearance of the Village as good or excellent	96%	95%	95%	93%
% of residents satisfied with the enforcement of Village codes and ordinances	52%	57%	61%	65%



To “Preserve the Character of Pinehurst & Quality of Neighborhoods,” the Village strives to maintain a high level of overall appearance and achieve a high level of compliance with Village Codes and ordinances. In FY 2016, the Village implemented the recommendations of the Code Enforcement BIRDIE that was completed in FY 2015. This was successful at slightly improving resident satisfaction with the enforcement of Village codes and ordinances, although there is room for more improvement. Despite the low satisfaction ratings with code enforcement, 95% of residents continue to rate the overall appearance of the Village as good or excellent.

Also, in FY 2016 the Village set the national high benchmark in our peer group for resident satisfaction with the overall image of the Village, with a 95% resident satisfaction rating.

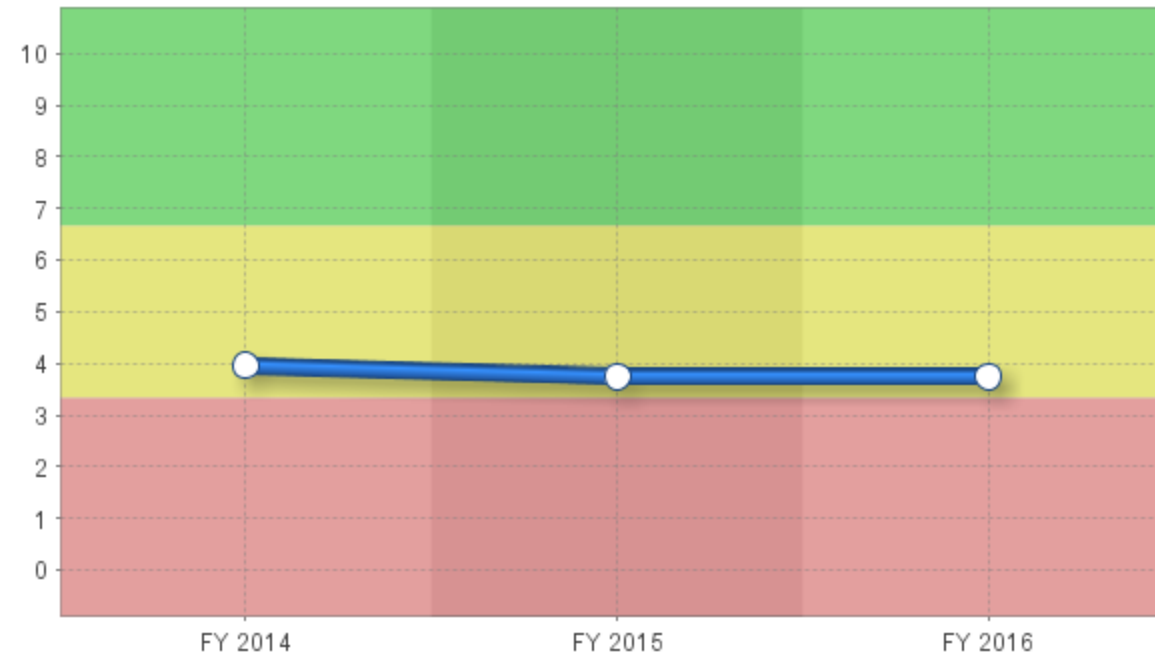


FY 2016 Village of Pinehurst Annual Performance Report

Preserve the Character of Pinehurst & Quality of Neighborhoods



Preserve the Character of
Pinehurst and the Quality of
Neighborhoods
Score: 3.75



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Preserve the Character of Pinehurst and the Quality of Neighborhoods	FY16 Corporate Balanced Scorecard	Score	3.96	3.75	3.75



Promote Economic Vitality

FY 2016 Village of Pinehurst Annual Performance Report

Promote Economic Vitality

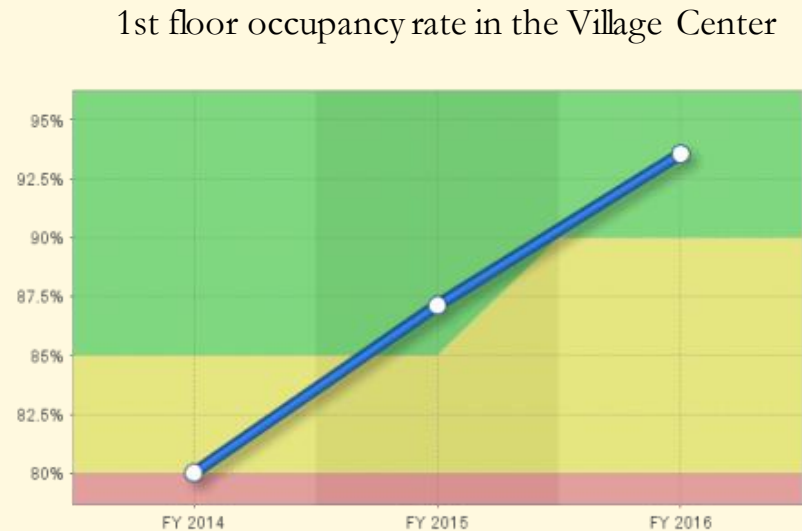


Promote Economic Vitality Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal
1st floor occupancy rate in the Village Center	80%	87%	94%	90%
% of businesses likely to recommend the Village as a business location	87%	90%	89%	85%
Median single-family home value	\$233,000	\$246,000	\$244,665	\$251,000



To “Promote Economic Vitality,” the Village strives to support economic and business development needs and ensure Pinehurst is a premier residential community. In FY 2016, a large % of Pinehurst businesses continue to indicate they would be likely to recommend the Village as a business location and 1st floor occupancy rates in the Village Center climbed significantly higher. Also, the Village began monitoring median single-family home values in FY 2016. This is a KPI that is impacted by many factors outside of the Village’s control, such as the general economy, but is one worth monitoring.

Also, in FY 2016 the Village set the national high benchmark in our peer group for the Village as a place to retire, with a 94% resident satisfaction rating.

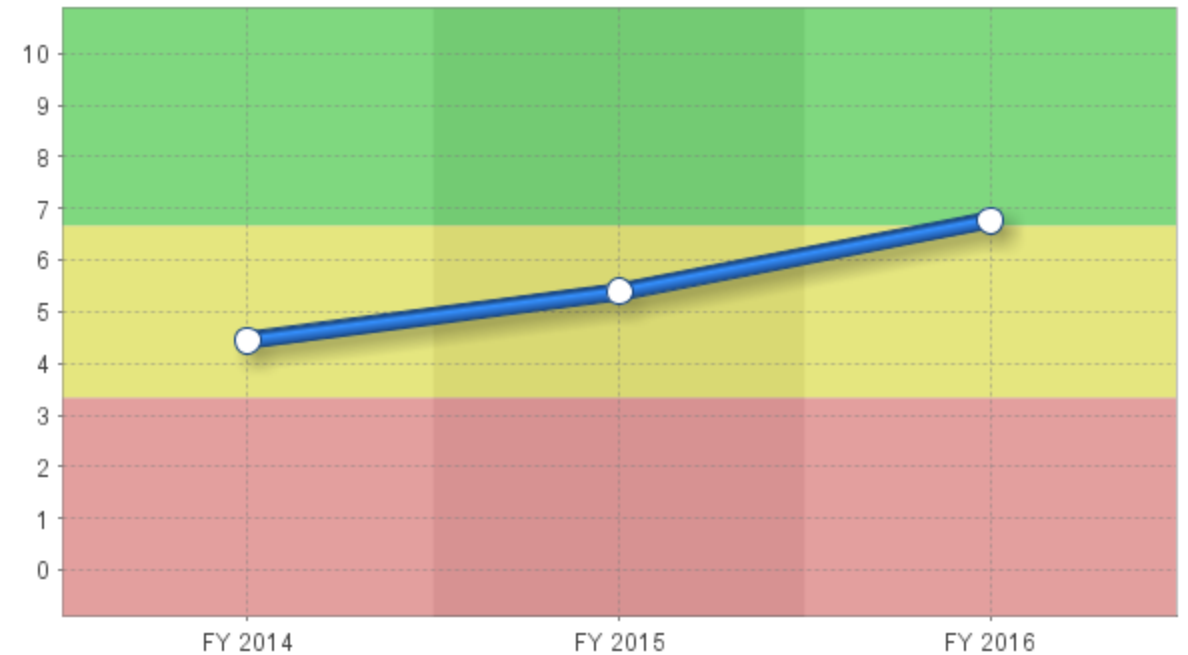


FY 2016 Village of Pinehurst Annual Performance Report

Promote Economic Vitality



Promote Economic Vitality
Score: 6.78



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Promote Economic Vitality	FY16 Corporate Balanced Scorecard	Score	4.45	5.39	6.78



Provide & Promote Multi-Modal Transportation Connectivity

FY 2016 Village of Pinehurst Annual Performance Report

Provide Multi-Modal Transportation Connectivity



Provide Multi-Modal Transportation Connectivity Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal	
Pavement condition rating	82.9	82.9	80.0	82.9	↓
# of sidewalk linear feet constructed	18,831	340	2,707	2,000	↑
# of greenway linear feet constructed	0	0	1,303	2,000	↑
# of bike path linear feet constructed	0	0	0	26,400	
% of residents satisfied with the availability of pedestrian walkways & sidewalks	46%	43%	42%	47%	↓
% of intersections studied with a level of service (LOS) rating of "C" or higher	76%	75%	86%	75%	↑

To “Provide Multi-Modal Transportation Connectivity,” the Village strives to provide a safe and well-maintained network of streets and pedestrian facilities for efficient traffic flow. In FY 2016, the Village constructed sidewalks and greenways and made intersection improvements at McKenzie Road and Hwy 5. Because residents continue to express high dissatisfaction ratings with sidewalk availability, the Village has allocated funding in the 5-year plan to construct neighborhood sidewalks. Also, the Village’s Pavement Condition Rating decreased slightly in FY 2016 and no bike paths were constructed, per Council’s mid-year direction.

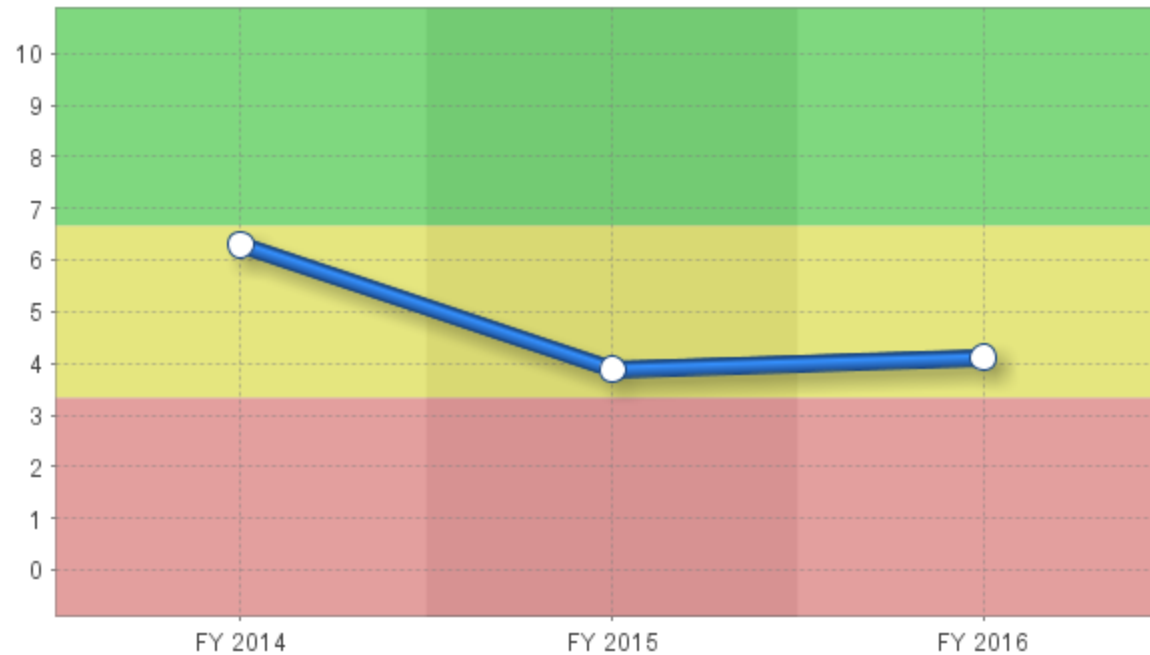
Also, in FY 2016 the Village set the national high benchmark in our peer group for the overall maintenance of Village streets, with a 91% resident satisfaction rating.

FY 2016 Village of Pinehurst Annual Performance Report

Provide Multi-Modal Transportation Connectivity



Provide & Promote Multi-Modal Transportation Connectivity
Score: **4.12**



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Provide & Promote Multi-Modal Transportation Connectivity	FY16 Corporate Balanced Scorecard	Score	6.3	3.89	4.12

FY 2016 Village of Pinehurst Annual Performance Report



Promote Environmental Sustainability

FY 2016 Village of Pinehurst Annual Performance Report

Promote Environmental Sustainability



Promote Environmental Sustainability Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal
Kilowatts used per square foot in Village buildings	5.1	5.3	7.8	13.7
% of refuse diverted from the landfill	33.7%	34.6%	32.0%	34.0%
Average GPD as a % of water system capacity	37.3%	36.8%	39.6%	40.0%



To “Promote Environmental Sustainability,” the Village strives to conserve natural resources, increase solid waste diversion, and ensure adequate water/sewer services. In FY 2016, the Village began reporting the kilowatts used per square foot in Village buildings and the average gallons of water used per day as a % of system capacity. Historically, the Village has ranked in the top 5% of NC municipalities for refuse diversion. This year, the Village saw a slight decline in the % of refuse diverted from the landfill and should therefore monitor this closely going forward.

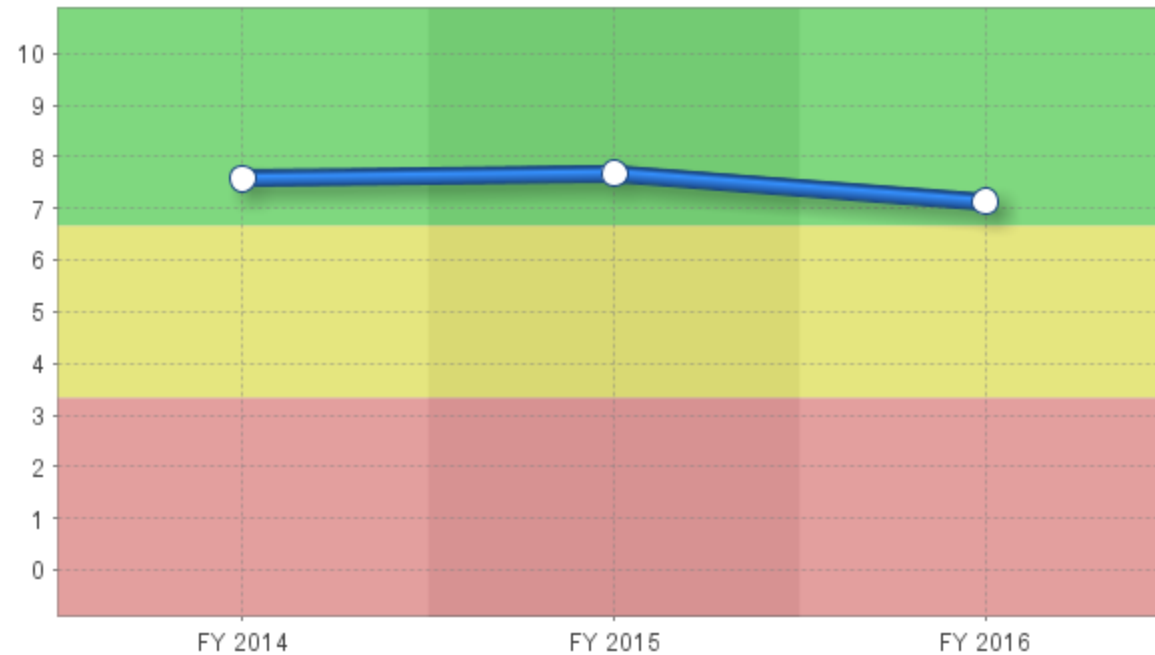
Also, in FY 2016 the Village set the national high benchmark in our peer group for satisfaction with yard waste collection, with an 89% resident satisfaction rating. In the past five years, the Village’s Public Services department has set the national high benchmark in our peer group in all three of their service areas: trash, recycling, and yard debris collection.

FY 2016 Village of Pinehurst Annual Performance Report

Promote Environmental Sustainability



Promote Environmental
Sustainability
Score: 7.13



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Promote Environmental Sustainability	FY16 Corporate Balanced Scorecard	Score	7.58	7.68	7.13



Promote an Active, Healthy Community

FY 2016 Village of Pinehurst Annual Performance Report

Promote an Active, Healthy Community



Promote an Active, Healthy Community Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal
% of residents satisfied with P&R programs	72%	72%	77%	77%
% of residents satisfied with Village sponsored cultural arts events	65%	63%	66%	66%
% of residents satisfied with P&R facilities	77%	74%	77%	81%



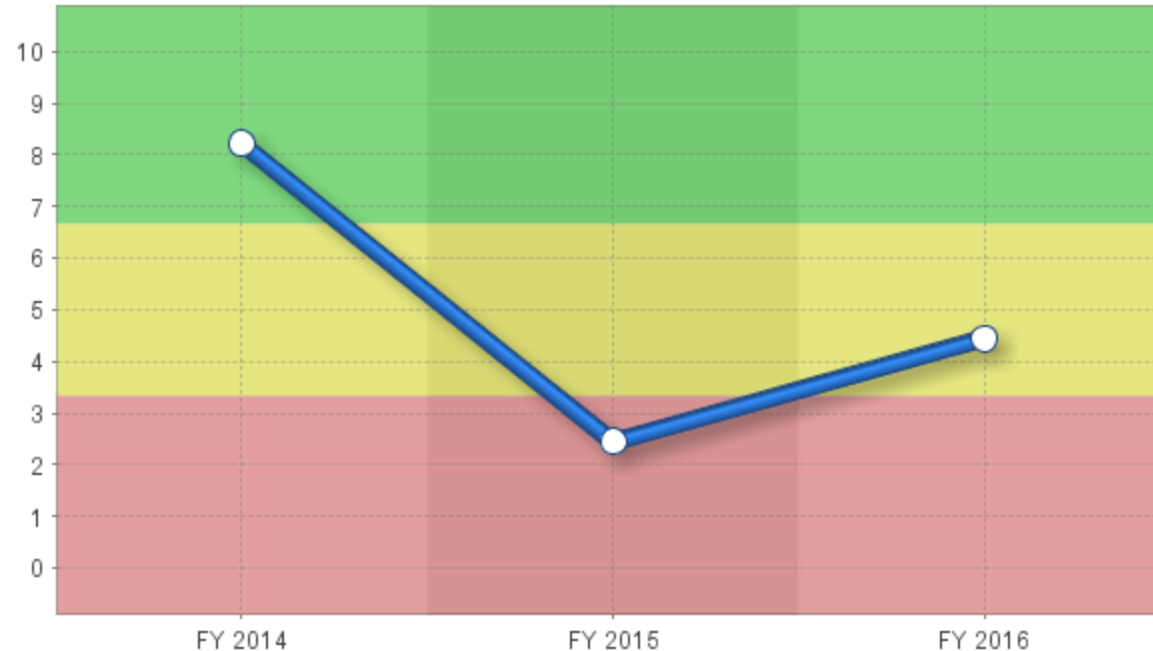
To “Promote an Active, Healthy Community,” the Village strives to provide recreation programs for all ages, offer quality events and provide adequate recreation facilities. In FY 2016, resident satisfaction ratings improved over FY 2015 for all three of these areas. This is likely attributed, at least in part, to the construction of a new splash pad in Rassie Wicker Park and the leased indoor recreation space on Rattlesnake Road.

FY 2016 Village of Pinehurst Annual Performance Report

Promote an Active, Healthy Community

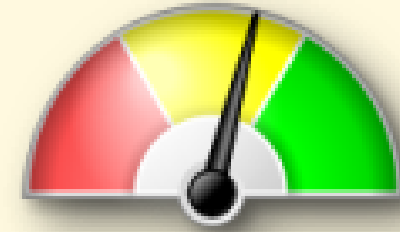


Promote an Active, Healthy
Community
Score: 4.44



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Promote an Active, Healthy Community	FY16 Corporate Balanced Scorecard	Score	8.22	2.44	4.44

Internal Perspective



**Internal Perspective
Score: 5.78**

The FY 2016 composite score for the Internal Perspective includes all key performance indicators for the one Council Goal in this BSC perspective.



Professionally Manage a High Performing Organization

FY 2016 Village of Pinehurst Annual Performance Report

Professionally Manage a High Performing Organization



Professionally Manage a High Performing Organization Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal
% of residents satisfied with customer service provided by Village employees	82%	83%	81%	85%
% of residents satisfied with Village communications	88%	82%	81%	90%
Full-time equivalents per million \$ of revenue	7.8	7.9	7.9	8.0
# of processes improvements implemented using BIRDIE or ACE	9	14	14	8
# of new collaborative initiatives developed	14	22	24	20



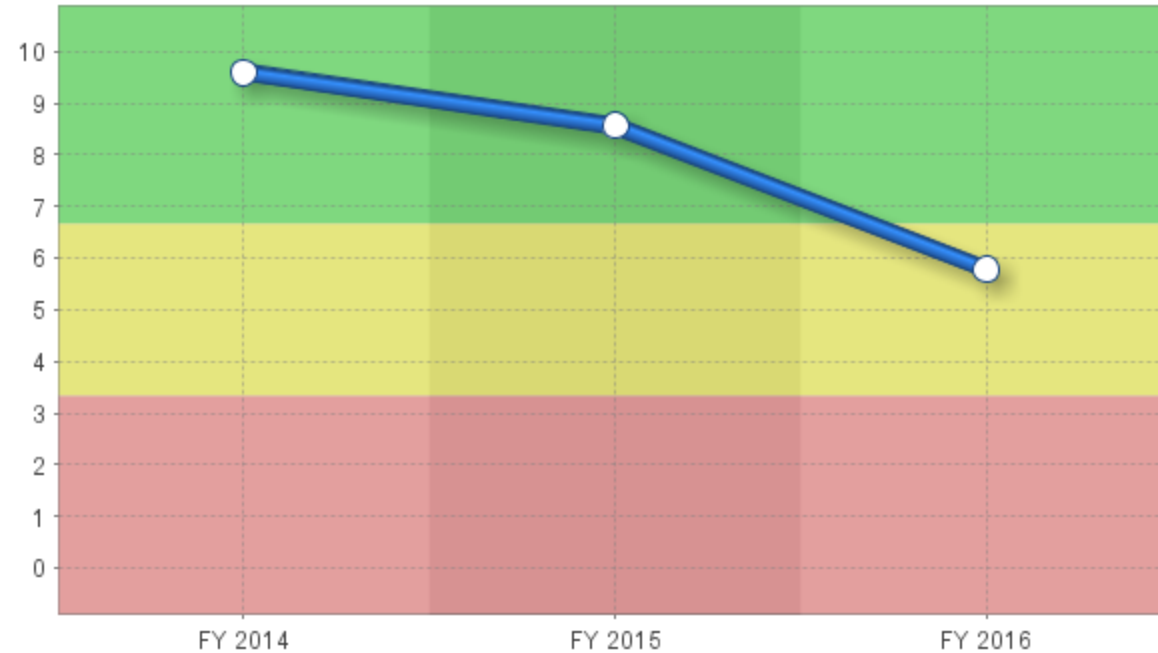
To “Professionally Manage a High Performing Organization,” the Village strives to provide a high level of customer service, effectively communicate, leverage technology, continually improve, and collaborate with others. In FY 2016, the Village set an ambitious goal for resident satisfaction with Village communications and was unsuccessful in achieving that goal. However, the Village was successful at collaborating with others and implementing several process improvements. Also in FY 2016, the Village was recognized for achieving the Level 3 Milestone Award in the NC Awards for Excellence, using the Baldrige Performance Excellence Framework.

FY 2016 Village of Pinehurst Annual Performance Report

Professionally Manage a High Performing Organization

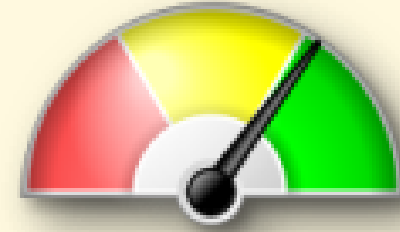


Professionally Manage a
High Performing
Organization
Score: 5.78



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Professionally Manage a High Performing Organization	FY16 Corporate Balanced Scorecard	Score	9.59	8.56	5.78

Workforce Perspective



Workforce Perspective
Score: 6.98

The FY 2016 composite score for the Workforce Perspective includes all key performance indicators for the one Council Goal in this BSC perspective.



Recruit & Develop a Skilled and Diverse Workforce

FY 2016 Village of Pinehurst Annual Performance Report

Recruit & Develop a Skilled and Diverse Workforce



Recruit & Develop a Skilled and Diverse Workforce Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal
% of volunteers satisfied with the volunteer experience	86%	95%	95%	88%
% of employees who agree they are recognized and rewarded for a job well done	68%	81%	82%	72%
% of vacancies filled with internal candidates	33%	42%	59%	30%
% of employees who are satisfied with their job	87%	92%	88%	90%
Employee turnover rate	7.8%	14.3%	11.8%	10.0%



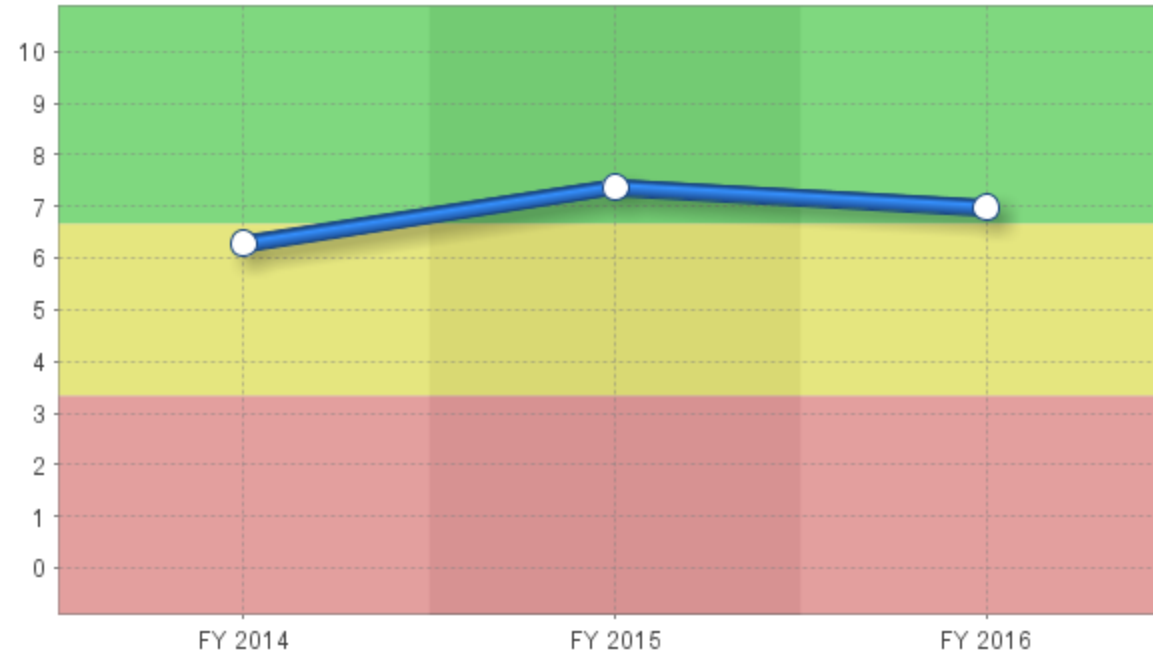
To “Recruit & Develop a Skilled and Diverse Workforce,” the Village strives to recruit, train, engage and reward both employees and volunteers. In addition, the Village strives to ensure adequate succession planning. In FY 2016, the Village implemented a new employee and volunteer recognition program and filled a majority of vacant positions with internal candidates. While the employee turnover rate declined in FY 2016, it is higher than the Village’s goal. This is due in a large part to several long-term employee retirements this year.

FY 2016 Village of Pinehurst Annual Performance Report

Recruit & Develop a Skilled and Diverse Workforce

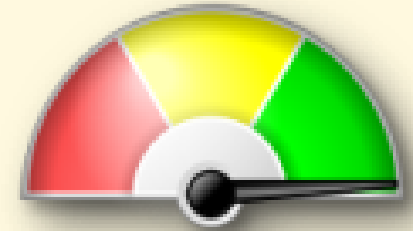


Recruit & Retain a Skilled & Diverse Workforce
Score: 6.98



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Recruit & Retain a Skilled & Diverse Workforce	FY16 Corporate Balanced Scorecard	Score	6.28	7.38	6.98

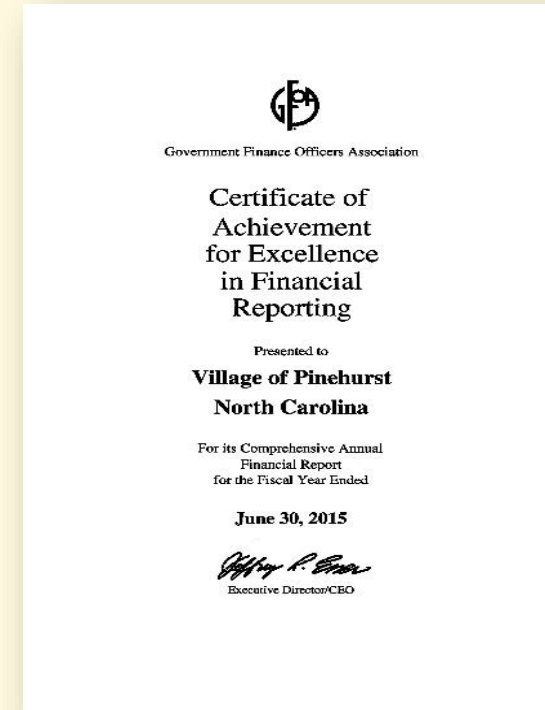
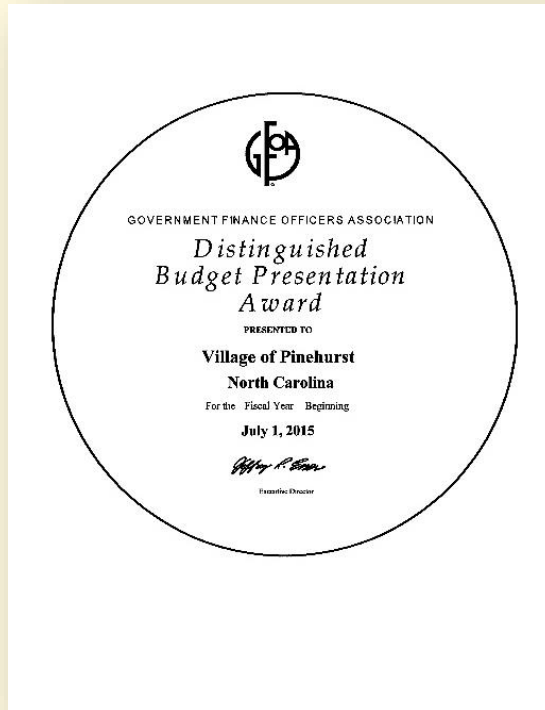
Financial Perspective



Financial Perspective
Score: 9.84

The FY 2016 composite score for the Financial Perspective includes all key performance indicators for the one Council Goal in this BSC perspective.

FY 2016 Village of Pinehurst Annual Performance Report



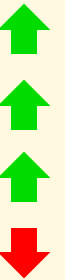
Maintain a Strong Financial Condition

FY 2016 Village of Pinehurst Annual Performance Report

Maintain a Strong Financial Condition

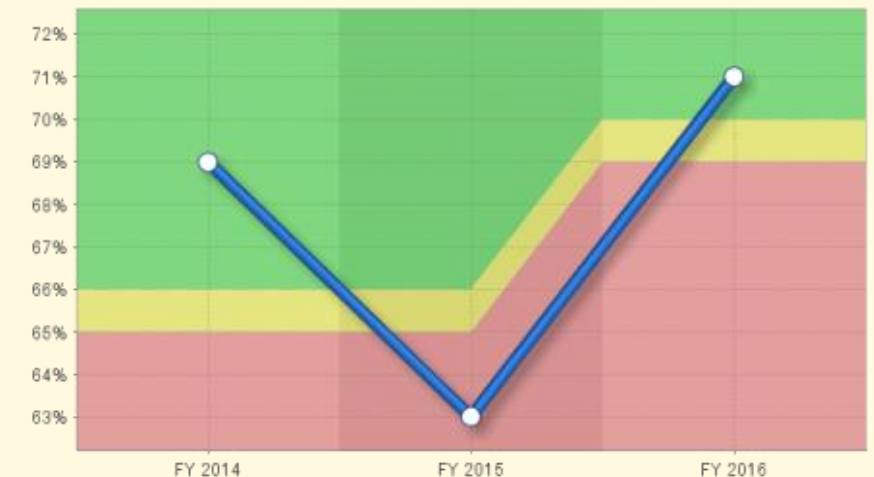


Maintain a Strong Financial Condition Performance Measures	FY 2014	FY 2015	FY 2016	FY 2016 Goal
Unassigned General Fund fund balance as a % of actual expenditures	26%	31%	41%	15%
General Fund operating expenditures as a % of operating revenues	87%	88%	84%	89%
% of residents satisfied with the value received for taxes paid	69%	63%	71%	70%
Capital asset condition ratio	57%	55%	54%	50%



To “Maintain a Strong Financial Condition,” the Village strives to meet or exceed financial targets, maintain a tax rate commensurate with the community’s desired level of services, and effectively maintain capital assets. In FY 2016, the Village exceeded all four financial goals and saw a significant increase in the % of residents satisfied with the value received for taxes paid. Village staff held the line on operating expenses and ended the year with operating expenses at 84% of operating revenues. This also contributed to the increase in unassigned General Fund fund balance.

% of residents satisfied with the value received for taxes paid

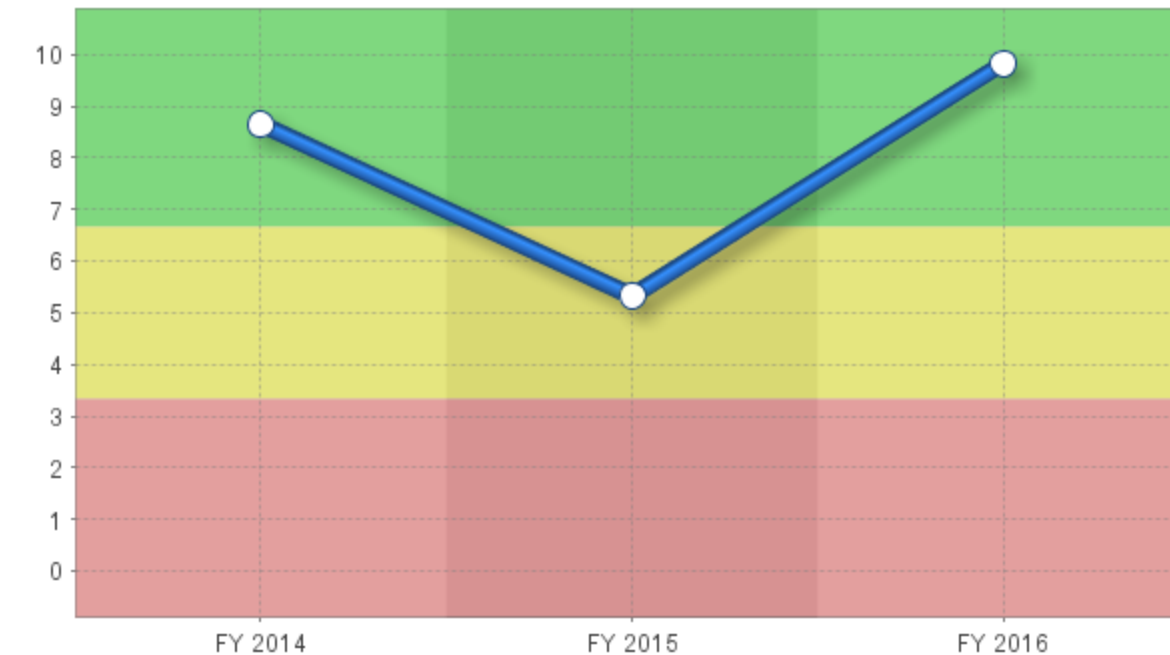


FY 2016 Village of Pinehurst Annual Performance Report

Maintain a Strong Financial Condition



Maintain a Strong Financial
Condition
Score: 9.84



Series Color	Scorecard Object	Organization	Series	FY 2014	FY 2015	FY 2016
Blue	Maintain a Strong Financial Condition	FY16 Corporate Balanced Scorecard	Score	8.65	5.33	9.84

For more information, please contact:

Natalie Dean, Assistant Village Manager

ndean@vopnc.org

910-295-1900 ext. 1103

395 Magnolia Road
Pinehurst, NC 28374

www.vopnc.org



**DISCUSS AND CONSIDER A RESOLUTION AUTHORIZING THE SALE OF
SURPLUS CAPITAL ASSETS.
ADDITIONAL AGENDA DETAILS:**

FROM:

John Frye

CC:

Jeff Sanborn & Natalie Dean

DATE OF MEMO:

9/20/2016

MEMO DETAILS:

Village Ordinance #08-04 authorizes the Village Manager to sell surplus assets with an estimated market value of less than \$5,000. The three items listed on the attached resolution could potentially bring over \$5,000 at auction.

We are requesting that the Council adopt the attached resolution authorizing the sale of the listed items.

Thank you for your consideration of this item. If you have any questions, please let me know.

ATTACHMENTS:

Description

- ▣ Resolution 16-24 Authorizing the Village Manager to Dispose of Certain Surplus Capital Assets

RESOLUTION #16-24:

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO DISPOSE OF CERTAIN SURPLUS CAPITAL ASSETS.

THAT WHEREAS, Village Ordinance #08-04 authorizes the Village Manager to sell surplus assets with an estimated market of less than \$5,000; and

WHEREAS, the Village desires to dispose of the following assets that may exceed an estimated value of \$5,000:

2007	McNeilus Garbage Truck	VIN#5VCDC6MF37H203912,
2004	Chevrolet Impala	VIN#1G1WF52E049246212,
2005	Dodge Durango 4x4	VIN#1D4HB38N35F622615; and

WHEREAS, pursuant to North Carolina General Statutes 160A-266(a), the Village Manager may dispose of the personal property, as approved by the governing body, subject to certain limitations, by any of the following methods:

Private negotiation and sale,
Advertisement for sealed bids,
Negotiated offer, advertisement, and upset bid,
Public auction (including electronic auction), or
Exchange; and

WHEREAS, the Village is required to publish the contents of this resolution after its adoption and no sale shall be consummated thereunder until 10 days after its publication.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 27th day of September, 2016 as follows:

SECTION 1. The Village Manager is authorized to sell the surplus capital asset listed above using any of the means approved by NCGS 160A-266(a).

SECTION 2. Copies of this resolution shall be furnished to the Clerk to the Village Council, to the Village Manager, and to the Director of Financial Services for their direction and implementation.

THIS RESOLUTION passed and adopted this 27th day of September, 2016.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER A UNIFORM RENTAL SERVICE AGREEMENT FOR
THE VILLAGE OF PINEHURST.
ADDITIONAL AGENDA DETAILS:**

FROM:

John Frye

CC:

Jeff Sanborn, Jeff Batton, and Natalie Dean

DATE OF MEMO:

9/20/2016

MEMO DETAILS:

The Village utilizes uniform rental services in the Public Services, Fleet, Harness Track, and Buildings & Grounds departments. Our current five-year contract with Aramark is set to expire November 9, 2016. A selection team with representatives from each of the departments affected completed a selection process for a new provider that considered uniform quality, service, and cost. In making our recommendation, the team considered three providers, including our current provider Aramark, UniFirst, and Cintas. Also this year, Jeff Batton coordinated an effort to standardize our uniform styles and colors across departments.

Based on our selection process, we recommend that the Village enter into a five-year service agreement with UniFirst Corporation under the National Joint Powers Alliance (NJPA) cooperative purchase contract for uniform rental services. This contract was competitively bid by NJPA, and the Village is allowed under state law to utilize cooperative contracts of this nature. Cintas provides a similar cooperative agreement under the U. S. Communities cooperative purchasing group. These contracts offer lower prices due to the buying power of a much larger group and also offer greater contract protections that we believe will improve service delivery.

The estimated cost for the first year service under the proposed contract with UniFirst is \$18,000. The contract calls for a 5% price increase each year resulting in an estimated total contract commitment of \$99,400 over the five-year term. It is worth noting that the first year service cost under the proposed contract is approximately 26% below our current annual cost.

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

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

ATTACHMENTS:

Description

□ Unifirst Contract

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Village of Pinehurst (PS Admin)

ADDRESS 700 McCaskill Rd
Pinehurst NC 28374

PHONE 910 295 5021

LOC. NO. _____

ROUTE NO. _____

DATE _____

SIC/NAICS _____

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[illegible]

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

6.863

CHARGE		AMOUNT
Garment preparation per piece		
Name emblem per piece		
Company emblem per piece		
Direct Embroidery:	Wearer name per piece	
	Company name per piece	
DEFE (See description on reverse side)		

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

COMMENTS

~~NJPA Contract # 012-11-UF-CQ~~ *[Signature]*
NJPA Natural Contract
#062415-UF

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 _____

ACCEPTED 5:

LOCATION MANAGER (Signature)

DATE _____

CUSTOMER (Print Name and Title)

LOCATION MANAGER (Print Name and Title)

EMAIL

1. Out-stas of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
2. Merchandise which is Va-H-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.

EXISTING ACCOUNT ☐

MM/DD/YYYY

COMPANY NAME (Customer) Village of Pinehurst (SM)
ADDRESS 760 Mc Caskill Rd

Pinehurst NC 28374

PHONE 940 295 5021

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[illegible]

CHARGE	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece Company name per piece	
DEFE (See description on reverse side)	

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

COMMENTS

NSP A National Contract # 062415-UTC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% 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 (Print Name)

DATE _____

CUSTOMER (Signature)

DATE _____

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 VanU 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.

CORPORATE OFFICE COPY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Village of Pinehurst (S+G)
ADDRESS 700 McNeill Rd
LOC. NO. _____
ROUTE NO. _____

PHONE pinehurst NC 28374
910 295 5021

DATE _____

SIC/NAICS _____

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

[illegible]

CHARGE		AMOUNT
Garment preparation per piece		
Name emblem per piece		
Company emblem per piece		
Direct Embroidery: Wearer name per piece		
Company name per piece		
DEFE (See description on reverse side)		

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

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

112.911

COMMENTS

NTDA National Contract #602415-UFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% 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 _____

ACCEPTED:

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 Value-Added is not cleared 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 SERVICE AGREEMENT

COMPANY NAME (Customer) Village of Pinhurst (Btgh) (012) LOC. NO. _____

ADDRESS 90 Woods Rd ROUTE NO. _____

ADDRESS 40 WOODS RD

ROUTE NO. _____

Pinelhurst NC 28374

DATE _____

PHONE 910 295 5021

SIC/NAICS _____

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:

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[illegible]

CHARGE		AMOUNT
Garment preparation per piece		
Name emblem per piece		
Company emblem per piece		
Direct Embroidery: Wearer name per piece		
Company name per piece		
DEFE (See description on reverse side)		

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

COMMENTS

NADA National Account # 062415-WFC

Approved change: 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: _____
ACCEPTED: _____

SALES REP (Print Name) _____ DATE _____

ACCEPTED: _____
 CUSTOMER (Signature) _____
 DATE _____

ACCEPTED:

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 ValU-Leased is not cleared 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.

CORPORATE OFFICE COPY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Village of Pinehurst (Bt G) (2 of 2)
ADDRESS 90 Woods Rd
Pinehurst NC 28374
PHONE 910 295 5021
LOC. NO. _____
ROUTE NO. _____
DATE _____
SIC/NAICS _____

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 PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	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
8794-Air Freshener					2	1.75		3.50	
76AAR03- mat 3x5					8/16	1.22		9.76	
76AAR03- mat 4x6					6/12	1.96		11.76	
76AAR13-mat 3x5					5/10	1.22		6.10	
76AAR13-mat 4x6					4/8	1.96		7.84	
19AT-Hand Sanitizer					5	1.49		7.45	
8336- Dust mop					3/6	.55		1.65	

CHARGE		AMOUNT	
Garment preparation per piece			
Name emblem per piece			
Company emblem per piece			
Direct Embroidery:			
Wearer name per piece			
Company name per piece			
DEFE (See description on reverse side)			

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

COMMENTS

N3 PA National Contract # 062415-WFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% 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 _____

ACCEPTED 5:

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 ValU-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.

INSTALLATION DATE _____

CUSTOMER SERVICE AGREEMENT

ADDRESS 260 Beluap Hill Rd

ROUTE NO. _____

Pinchurst NC 28374

DATE

PHONE 410 585 0367

SIC/NAICS _____

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[illegible]

CHARGE		AMOUNT	
Garment preparation per piece			
Name emblem per piece			
Company emblem per piece			
Direct Embroidery: Wearer name per piece			
Company name per piece			
DEFE (See description on reverse side)			

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

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

33406

CHARGE		AMOUNT	
Garment preparation per piece			
Name emblem per piece			
Company emblem per piece			
Direct Embroidery: Wearer name per piece			
Company name per piece			
DEFE (See description on reverse side)			

COMMENTS

NJPA National Contract # 062415-VFC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP:

SALES REP (Print Name)

DATE _____

ACCEPTED:

CUSTOMER (Signature)

DATE _____

ACCEPTED:

LOCATION MANAGER (Signature)

DATE _____

ACCEPTED:

CUSTOMER (Print Name and Title)

LOCATION MANAGER (Print Name and Title)

EMAIL

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

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Village of Pinehurst (Fleet)
ADDRESS 500 McCaskill Rd
Pinehurst NC 28374
PHONE 910 245 5021

LOC. NO. _____
ROUTE NO. _____
DATE _____
SIC/NAICS _____

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]

CHARGE		AMOUNT
Garment preparation per piece		
Name emblem per piece		
Company emblem per piece		
Direct Embroidery: Wearer name per piece		
Company name per piece		
DEFE (See description on reverse side)		

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

COMMENTS

NJPA National Contract # 062415-4FC

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 _____

ACCEPTED:

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 Va-H-U-leased is not cleared 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.

EQUIPMENTS SUPPLIED. The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise 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, paired and delivered by UniFirst will meet or exceed its quality 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 set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise 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 sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (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 UniFirst have been paid in full and that no other conditions to terminate have been satisfied. Any delay or interruption of the service 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 of 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. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list replacement price(s) then in effect. 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.

In 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: UUR0000SAG, 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 ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 1/2% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. 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.

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

= DELIVERY, or expenses associated with the actual delivery of services and products to customer's places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
= ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment pollution controls and energy conservation and overall regulatory compliance.
= FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
= ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. UniFirst flame resistant. If the Merchandise supplied is designated as flame resistant ("FR"), it 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 garments 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 garments 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. If the Merchandise supplied is visibility wear, it 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 the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class or Class III ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food-Related. Healthcare and food-related customers acknowledge 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 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.")

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protections. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer 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 FR and visibility garments); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employee 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.

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.

Any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or trend); (2) consists of non-UniFirst manufactured or customized FR garments, or (3) consists of garments that have 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.

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 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.

If disputes of whatever kind between Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or relating to the negotiation, information or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. 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. This paragraph is governed by New York law exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" are defined as all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorneys' fees.

ASSIGNMENT. The parties agree that this Agreement represents the entire agreement between them. 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 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 a 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.



**DISCUSS AND CONSIDER A ROAD RESURFACING CONTRACT WITH RILEY
PAVING.**

ADDITIONAL AGENDA DETAILS:

FROM:

Ralph Bowen

DATE OF MEMO:

9/21/2016

MEMO DETAILS:

Staff requests Council authorization to enter into a contract with Riley Paving, Inc., of Carthage, NC, the lowest responsible bidder for the FY 2017 Annual Street Resurfacing & Improvement Project.

The current budget for this activity is \$900,000 which will include \$376,350 for Riley Paving to resurface 1.9 miles. Another \$248,000 is allocated for this 1.9 miles to other contractors for .50 miles of sub-base reconstruction, a few drainage repairs, and 3.8 miles of shoulder restoration.

Approximately \$146,000 is allocated to implement a new preservation treatment on 47 cul-de-sacs comprising 3.11 miles. This treatment involves a slurry seal application designed to prolong their good condition and extend the life thereby saving money in the long run.

The bid tabulation, 1.9 mile resurfacing map, and the 47 cul-de-sac preservation treatment map are attached. If you have any questions in advance of the Council meeting please contact me, otherwise I'll be present at the meeting to address your questions.

ATTACHMENTS:

Description

▣ FY 2017 Bid Tabulation and Maps

ITEMIZED PROPOSAL FORM
Village of Pinehurst
2015 Annual Street Resurfacing Improvement Project
Project # 2015-01

Item	Description	Unit	Total Qty	Hudson Paving (sent letter)	Barnhill Contr.	Riley Paving
1	1.25" NCDOT Type SF9.5A Overlay	SY	20,000		\$12.00	\$8.24
2	Class 'A' Full Depth Patching (3" depth Type I-19B binder)	SY	5,000		\$33.50	\$29.35
TOTAL BASE BID				\$0.00	\$407,500.00	\$311,550.00
ALT-1	2.0" Overlay NCDOT Type SF9.5 A	SY	4,500		\$16.00	\$14.40
ALT - BID ITEM # 1				\$0.00	\$72,000.00	\$64,800.00
TOTAL ALT - BID ITEM				\$0.00	\$72,000.00	\$64,800.00
TOTAL OF BASE + ALTERNATE BID ITEMS				\$0.00	\$479,500.00	\$376,350.00

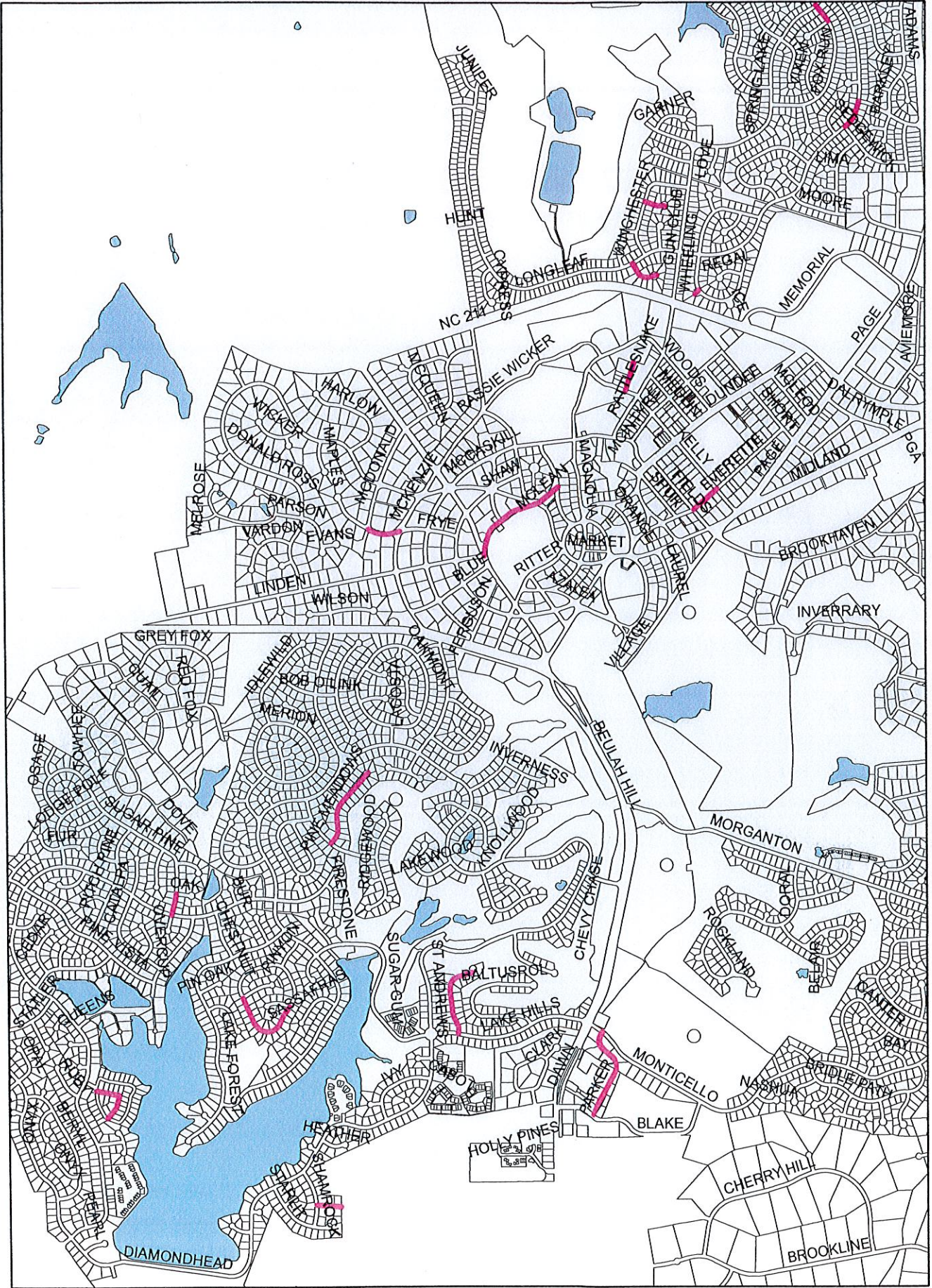
Estimate Cost per Mile (1.9)

\$0.00

\$252,368.42

\$198,078.95

FY 2017 Village of Pinehurst Resurfacing Project



[illegible]