



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

1. Call to Order.

2. Reports:

Manager

Council

3. Motion to Approve Consent Agenda.

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

A. Approval of Village Council Meeting Minutes

August 10, 2021 Regular Meeting

August 10, 2021 Work Session

B. Consider Resolution 21-19 Reappointing Mark Wagner to the Bicycle and Pedestrian Advisory Committee

End of Consent Agenda.

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

5. Discuss and Consider Awarding FY 2022 Resurfacing Contract to Barnhill Contracting Company

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

7. Other Business.

8. Comments from Attendees.

9. Motion to Adjourn.

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

Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.

Values: Service, Initiative, Teamwork, and Improvement.



**COUNCIL
ADDITIONAL AGENDA DETAILS:**

ATTACHMENTS:

Description

- 📎 2021 Key Partner List



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



APPROVAL OF VILLAGE COUNCIL MEETING MINUTES
ADDITIONAL AGENDA DETAILS:

August 10, 2021 Regular Meeting
August 10, 2021 Work Session

FROM:

Kelly Chance

CC:

Jeff Sanborn

DATE OF MEMO:

9/6/2021

MEMO DETAILS:

Attached are the draft minutes from the August 10th Regular meeting and Work session.

ATTACHMENTS:

Description

- ☐ August 10, 2021 Regular Meeting Minutes
- ☐ August 10, 2021 Work Session Minutes



**VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF AUGUST 10, 2021
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, August 10, 2021 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following attended:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Kevin Drum, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Brown, Planning & Zoning Specialist

In addition, approximately 15 attendees, including 6 staff and 1 press.

1. Call to Order.

Mayor Strickland called the Village Council meeting to order.

2. Reports:

Village Manager – Jeff Sanborn

- Announced Doug Willardson was hired for the position of Assistant Village Manager. He noted that Doug was previously a City Administrator in Webster, Massachusetts. He stated the Village is looking forward to his arrival.

Village Council

- Mayor Strickland noted Village Management and Council will continue to monitor the COVID-19 numbers and adjust accordingly as to whether the Village continues to remain open to the public. He states he is pleased that we are still able to meet in-person for now. Mayor Strickland held discussions with the Chair of the Historic Preservation Commission (HPC) and the Chair of the Planning & Zoning Board to review how each committee is doing. He hopes to hold a joint meeting with the HPC potentially at the September 14th regular Council meeting. He attended the Coffee with a Cop event and hopes to do it again here in the Village. During the US Kids Golf World Championship, Mayor Strickland met with the founder, Dan Van Horn, and thanked him for bringing the tournament and business to Pinehurst. He and Councilmember Drum attended a Partners in Progress meeting which covered business in Moore County and issues we face.
- Mayor Pro Tem Davis echoed Mayor Strickland's comments about COVID-19 and the delta variant. She noted potential masking up and taking of extra precautions in the Fall. She reminded everyone about the Shakespeare in the Pines performances currently running.
- Councilmember Drum attended a Partners in Progress meeting with Mayor Strickland and noted an extension of the trade zone into South Carolina and how it will impact the Village of Pinehurst. He noted half of the workers travel from outside of the county to come to work, which may have an impact on traffic. He noted the old building that housed the old Buggy Company in Carthage is receiving an entrepreneurial grant. He stated he will be serving on the entrepreneurial board for Partners in Progress. Councilmember Drum invited NCDOT to meet with Councilmembers next Monday and he hopes for great discussions.

- Councilmember Boesch read a letter from Phil Wertz, CEO of the Pinehurst, Southern Pines & Aberdeen Convention and Visitors Bureau. He stated the CVB ended the year with \$2.2 million in collections, a marked increase from 2019 and stated that Moore County tourism is on fire.
- Councilmember Hogeman attended a Beautification Committee meeting. She reported a landscape facelift is underway for Village Center and a northern part of Route 5 near Hwy 211.

3. Motion to Approve Consent Agenda.

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

- Approval of Village Council Meeting Minutes
 - o July 27, 2021 Regular Meeting
 - o July 27, 2021 Work Session
 - o July 27, 2021 Closed Session
- Public Safety Reports
 - o Bi-Annual 2021 Fire Report
 - o Bi-Annual 2021 Police Report

Councilmember Boesch thanked the Police Chief for the report and highlighted his statement that we live in a safe village. She credited our Police officers for this.

End of Consent Agenda.

Upon a motion by Councilmember Drum, seconded by Mayor Pro Tem Davis, Council unanimously approved the Consent agenda by a vote of 5-0.

4. Consider Resolution 21-15 Reappointing Tom Campbell to the Bicycle & Pedestrian Advisory Committee

Upon a motion by Councilmember Hogeman, seconded by Councilmember Boesch, Council unanimously approved Resolution 21-15 reappointing Tom Campbell to the Bicycle & Pedestrian Committee by a vote of 5-0.

5. Consider Resolution 21-16 Reappointing Richard Vincent to the Historic Preservation Commission

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Boesch, Council unanimously approved Resolution 21-16 reappointing Richard Vincent to the Historic Preservation Commission by a vote of 5-0.

6. Discuss and Consider a Budget Amendment Reappropriating Funds from FY 2021 to FY 2022

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Drum, Council unanimously approved the budget amendment reappropriating funds from FY 2021 to FY 2022 by a vote of 5-0.

7. Discuss and Consider Resolution 21-17 Authorizing the Sale of Surplus Capital Assets

Upon a motion by Councilmember Drum, seconded by Councilmember Hogeman, Council unanimously approved Resolution 21-17 authorizing the sale of surplus capital assets by a vote of 5-0.

8. Update on the Status of the FY 2021 Strategic Operating Plan Implementation

Jill Lazusky, Administrative Assistant presented the FY2021 Strategic Operating Plan update. She noted the Village uses a Balance Score Card method and stated three strategic opportunities have been completed in FY21 including implementation of the GIS strategic plan, purchase of land for a future third fire station, and budgeting for a Transportation Planner. Ms. Lazusky noted there are five initiative action plans still in progress and two that have been completed. She provided an explanation of metrics that measured the success of the initiative action plans

9. SIA Intensity Allocation – 95 Trotter Hills Circle

Darryn Burich, Planning Director stated this agenda item is a request for Council to approve a watershed Special Intensity Allocation (SIA) for an approximate 1.04-acre property at 95 Trotter Hills Circle. The property is located within the WS-II Watershed

Protection District. Staff has reviewed all requirements of the applicant and is confident that all requirements have been fulfilled to allow the project to move forward. This request would leave a balance of 751.034 acres. Mr. Burich said Council may approve the SIA request by a motion.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Boesch, Council unanimously approved the watershed Special Intensity Allocation for an approximate 1.04-acre property at 95 Trotter Hills Circle by a vote of 5-0.

10. Other Business.

No other business was discussed.

11. Comments from Attendees.

- No Comments

12. Motion to Adjourn.

Upon a motion by Councilmember Boesch, seconded by Councilmember Hogeman, Council unanimously approved to adjourn the regular meeting by a vote of 5-0 at 5:28 p.m.

Respectfully Submitted,

Kelly Brown,
Planning & Zoning Specialist

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

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**VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF AUGUST 10, 2021
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA**

IMMEDIATELY FOLLOWING THE REGULAR MEETING

The Pinehurst Village Council held a work session at 8:37 p.m. Tuesday, July 27, 2021, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The meeting was streamed in real time on the Village's website.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Kevin Drum, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey Sanborn, Village Manager
Ms. Kelly Brown, Planning & Zoning Specialist

And approximately 7 attendees, including 5 staff and 0 press.

1. Call to Order.

Mayor John Strickland called the Council work session to order.

2. Discuss Potential Future Agenda Items.

- Councilmember Hogeman stated Focus Area 5
- Councilmember Boesch stated the American Rescue Act
- Mayor Strickland stated In-town parking and dining; Tri-City Issues that are being looked at
- Mayor Pro Tem stated the Census Data results and the impact on our current plans
- Councilmember Drum stated potential funding for the Airport to become a regional jetport

3. Sandhills Woman's Exchange Presentation

Barbara Summers, President of the Sandhills Woman's Exchange Board, shared their plans for the Centennial Celebration and upcoming events. Ms. Summers stated that anyone that is not a member of the Woman's Exchange should consider joining as the dues are only \$35 and they offer a lot of events and lectures for the community. She stated the "Tea Time on the Train" will come on December 4, 2021 and tickets are \$100. Ms. Summers further stated that they have many excited events planned in 2022, including a visit from the Tarheel Traveler. She stated their Centennial committee continues to work to ensure the community never loses sight of why the Sandhills Woman's Exchange is here.

Councilmember Hogeman, Mayor Pro Tem Davis, Councilmember Drum, Councilmember Boesch, and Mayor Strickland all offered thanks for the work the Sandhills Woman's Exchange does for the community.

4. Discuss Proposed Buffer Development Ordinance

Darryn Burich, Planning Director, and Alex Cameron, Planning Supervisor, provided a presentation on the changes made to the proposed Buffer Development Ordinance since the last presentation to Council. Mr. Burich stated that the red-lined version has been provided to Council and he noted that there have been no changes to the residential landscaping development that is already in effect. He noted that many of the changes were mere verbiage changes or grammatical changes for clarity. Mr. Burich

stated that on page 6 an additional paragraph was added to bring clarity to what would be required for a clearing and grading application.

Mr. Burich stated that tree surveys will be incorporated into concept, major and minor site plans, landscape plans and preliminary plats. He stated this will be useful for those wishing to claim credit for existing trees. He further stated those not requesting credits could simply supply a landscape plan without a survey. Mr. Burich noted that in Table 9.5.1.4 there were changes made per Council's request that included: for front buffer yard there would be 1 qualifying tree per 25 linear feet of street frontage; for side street buffer yards there would be 1 qualifying tree per 25 linear feet of street frontage; for side buffer yards there would be 1 qualifying tree per 35 linear feet; and for rear buffer yards there would be 1 qualifying tree per 25 linear feet.

Mr. Burich stated that in terms of credit for trees, many changes were made to help provide more credit. An example of this is the addition of the ability to receive credit for trees under 8" where there is an insufficient amount of trees. Mr. Burich noted that clarification was made on the section for "Sight Distances" which now reads, "To facilitate driver safety, vegetation shall be pruned to be less than 42" in height. Trees are allowed but should have no branches lower than 72" in height." Councilmembers suggested some language clarification for staff to take under consideration for the final draft.

5. Discuss Small Area Plans

Mayor Strickland introduced the next item and suggested that the Council and Staff review each point one at a time for clarification. Mr. Burich stated staff does need guidance on a few points as provided to Council in printed format. He noted that while the existing area of Village Place is well served by Open Space, new development should add to the network, creating new publicly accessible greens, plazas, and potentially an amphitheater located near the Village Hall and Arboretum.

Councilmember Hogeman stated she has concerns about rezoning to increase density. Mr. Burich stated there are some areas that are already zoned for increased density. Councilmember Boesch stated she wants us to remember that some of the proposed area is within the National Historic Landmark District. Mr. Burich stated they could put this notation on the map, but it makes the map harder to read while they are working on the plan. He stated it will be added on the final map renderings as a notation in some manner.

Mr. Jeff Sanborn, Village Manager reminded Council that these are only conceptual renderings. He stated that this process is to allow the community to determine what they want and then you determine zoning. Mr. Burich stated we hired Professional Consultants to make sure we make this process successful, and they take our suggestions and put it into play. He noted that across from the Pinehurst Brewery there could be potential commercial, with other areas reserved for single residential dwellings. As we progress through this process decisions will be made on what areas are commercial or residential.

Mr. Burich presented some proposed items to Council including an amphitheater, a potential build-out of Village Place over 20+ years, small scale commercial and residential infill vacant or underutilized parcels, reflective of the character of the Village with a focus south of McCaskill Road, near the Brewery and the Village Center.

Mr. Burich presented some proposed items for Pinehurst South which included an addition of a shared-use path and sidewalk along NC5, the incorporation of a variety of open space types, new Central Green and Market Plaza in the core area between Monticello Dr. and Blake Blvd., and additional small and large greens throughout. He stated the plan includes both proposed low intensity options and high intensity option for Council to consider. He noted the Detail Plan provided to Council illustrates the potential build-out of the core area south of Monticello Dr. and north of Blake Blvd., builds off the existing Post Office, Pharmacy, ABC, and Dowd Cabin as well as the planned Girls & Boys Club and HBAC, and new open spaces.

6. Other Work Session Business.

- None

7. Motion to Recess the Work Session and Enter a Closed Session

Council decided to not do a closed session

8. Closed Session

N/A

9. Motion to Adjourn the Closed Session and Re-Enter the Work Session

N/A

10. Motion to Adjourn.

Upon a motion by Councilmember Boesch, seconded by Councilmember Drum, Council unanimously approved to adjourn the

work session, by a vote 5-0, at 10:09 p.m.

Respectfully Submitted,

Kelly Brown,
Planning & Zoning Specialist

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

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DRAFT



**CONSIDER RESOLUTION 21-19 REAPPOINTING MARK WAGNER TO
THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE
ADDITIONAL AGENDA DETAILS:**

FROM:

Kelly Chance

CC:

Jeff Sanborn

DATE OF MEMO:

9/6/2021

MEMO DETAILS:

Attached is draft resolution 21-19 for Council to consider reappointing Mark Wagner, as the Parks & Recreation appointment, to the Bicycle and Pedestrian Advisory Committee for a third term. His new term would be effective September 1, 2021 and expire August 31, 2024. No term limit applies for BPAC members.

ATTACHMENTS:

Description

- ☐ Resolution 21-19 Reappointing Mark Wagner to BPAC
- ☐ Current BPAC Members and Terms
- ☐ Resolution 15-28 Establishing BPAC
- ☐ Resolution 15-29 Appointing Members to BPAC

RESOLUTION #21-19:

A RESOLUTION REGARDING A RE-APPOINTMENT TO THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE FOR THE VILLAGE OF PINEHURST.

THAT WHEREAS, the Village of Pinehurst has established a Bicycle and Pedestrian Advisory Committee by Resolution; and

WHEREAS, the term of Mr. Mark Wagner expired on August 31, 2021; and

WHEREAS, Mr. Wagner and the Village Council of Pinehurst are desirous of his continuing to serve as a member of the Bicycle and Pedestrian Advisory Committee for an additional term.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 14th day of September 2021 as follows:

SECTION 1. That the following appointment is hereby made to the Bicycle and Pedestrian Advisory Committee for the term indicated:

Mr. Wagner is re-appointed as a member of the Bicycle and Pedestrian Advisory Committee, effective September 1, 2021, said term expiring on August 31, 2024.

SECTION 2. That this appointee shall continue serving until a replacement is appointed and qualified.

THIS RESOLUTION passed and adopted this 14th day of September 2021.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
John C. Strickland , Mayor

Attest:

Approved as to Form:

Kelly Chance, Village Clerk

Michael J. Newman, Village Attorney



VILLAGE OF PINEHURST
BPAC MEMBERS

TITLE	LAST NAME	CURRENT APPOINTMENT	TERM EXPIRATION
TOM	CAMPBELL	9/1/2021	8/31/2024
MELISSA	WATFORD	9/1/2020	8/31/2023
PAUL	SALE	9/1/2020	8/31/2023
MARK	WAGNER	9/1/2018	8/31/2021
DARRYN	BURICH	6/9/2020	8/31/2022
MELODY	JENSEN	11/1/2020	8/31/2022

* INITIAL TERM OF 2 YEARS AND SUBSEQUENT TERM OF 3 YEARS

*ALL TERMS EXPIRE AUGUST 31ST OF YEAR OF EXPIRATION

*NO TERM LIMIT POLICY APPLIES

RESOLUTION #15-28:

**A RESOLUTION OF THE VILLAGE OF PINEHURST ESTABLISHING A BICYCLE
AND PEDESTRIAN ADVISORY COMMITTEE**

THAT WHEREAS, the Village Council of the Village of Pinehurst finds it important to establish a Bicycle and Pedestrian Advisory Committee to lead the efforts of the bicycle and pedestrian plans.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting on the 11th day of August, as follows:

SECTION 1. That a Bicycle and Pedestrian Advisory Committee is hereby established as an advisory committee for the Pinehurst Village Council in accordance with the duties as defined in the attached "Appendix A."

SECTION 2. That this committee will be comprised of six (6) members and one representative from the Village Council. The six members will include one representative from the Planning Department, one representative from the Parks and Recreation Department and four members from the public at large.

SECTION 3. Members shall be appointed by the Village Council. The terms of office for members shall be for three (3) years and two (2) years initially, and each subsequent term shall be for three (3) years. Terms on this committee are not subject to the term limit policy. Vacancies occurring for reasons other than the expiration of terms shall be filled by the Village Council as they occur for the period of the unexpired term.

SECTION 4. That this Resolution shall be in full force and effect from and after its date of adoption.

THIS RESOLUTION passed and adopted this 11th day of August, 2015.



Attest:

Lauren M. Craig
Lauren M. Craig, Village Clerk

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: John R. Cashion
John R. Cashion, Mayor Pro-Tem

Approved as to Form:

Michael J. Newman
Michael J. Newman, Village Attorney

APPENDIX A

Village of Pinhurst

Bicycle and Pedestrian Advisory Committee

MEMBERSHIP AND APPOINTMENT OF ADVISORY COMMITTEE

The Bicycle and Pedestrian Advisory Committee will be comprised of six (6) members and one representative from the Village Council. The six members will include one representative from the Planning Department, one representative from the Parks and Recreation Department and four members from the public at large.

MEMBERSHIP QUALIFICATIONS

When possible, appointments shall be made in such a manner as to maintain on the Advisory Committee at all times a majority of members who have had special training or experience in bicycle riding, city planning, health and fitness field, or a closely related field. Recommendations of the Advisory Committee on appointments will be submitted to the Council for review and consideration.

The Town Council shall periodically review the backgrounds and qualifications of the Advisory Committee to insure that a majority have training or experience. Generally, the review shall take place at times of appointment.

TERMS OF APPOINTMENT

The terms of office for members of the Advisory Committee shall be for three (3) years and two (2) years initially, and then each subsequent term shall be for three (3) years. All appointments shall expire on August 31 during the year of expiration. Terms on this committee are not subject to the term limit policy. Vacancies occurring for reasons other than the expiration of terms shall be filled by the Village Council as they occur for the period of the unexpired term.

ATTENDANCE AT MEETINGS

All members shall faithfully attend the meetings of the Advisory Committee. Failure to attend 3 consecutive meetings without prior excuse shall be cause for removal from the Advisory Committee.

MEETINGS

The Advisory Committee will hold Quarterly (4 times a year) meetings each year. Special meetings may be called at the discretion of the Chair provided that written notice of special meetings is given to advisory committee members two weeks in advance of the meeting. Attendance of a majority of the members of the advisory committee shall constitute a quorum at a regular or special meeting of the advisory committee.

APPENDIX A

Village of Pinehurst

Bicycle and Pedestrian Advisory Committee

All meetings shall be subject to the North Carolina Open Meetings Law as specified in NC General Statutes §143-318.10. Notice of such meetings shall be given as required by law.

DUTIES

- A) Advise and make recommendations to the Village Council regarding the Bicycle Plan and Pedestrian Plan.
- B) Set priorities for new facilities or enhancement of existing routes in the Bicycle and Pedestrian plans.
- C) Identify and prioritize critical gaps in facilities; advise which critical gaps require town action.
- D) Recommend pedestrian and bikeway priorities for local, state, and federal projects.
- E) Assist in identifying alternative funding sources for pedestrian and bikeway projects.
- F) Review town ordinances with respect to pedestrian and bicycle requirements and recommend enhancements or changes.
- G) Review state and regional policies pertaining to pedestrian and bicycle facilities and recommend changes that fit local community needs.
- H) Promote walking and biking as alternative modes of transportation, with emphasis on educating school age children on safe, effective bicycling and walking.
- I) Work with regional organizations to coordinate regional bikeway linkages.
- J) Work with other Village departments and boards to coordinate walks and bikeway planning.

RESOLUTION #15-29:

**A RESOLUTION OF THE VILLAGE OF PINEHURST APPOINTING MEMBERS TO
THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE**

THAT WHEREAS, the Village of Pinehurst has established a Bicycle and Pedestrian Advisory Committee by Resolution; and

WHEREAS, the Village Council is desirous of appointing members to this committee.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting on the 11th day of August, 2015, as follows:

SECTION 1. That the following appointments are hereby made to the Bicycle and Pedestrian Advisory Committee for the term indicated:

Councilmember John Strickland will serve as the Village Council representative on the Bicycle and Pedestrian Advisory Committee.

Mark Wagner is appointed as a Member of the Bicycle and Pedestrian Advisory Committee effective August 11, 2015, said term to expire August 31, 2018.

Kevin Reed is appointed as a Member of the Bicycle and Pedestrian Advisory Committee effective August 11, 2015, said term to expire August 31, 2017.

Tom Campbell is appointed as a Member of the Bicycle and Pedestrian Advisory Committee effective August 11, 2015, said term to expire August 31, 2018.

Bob Farren is appointed as a Member of the Bicycle and Pedestrian Advisory Committee effective August 11, 2015, said term to expire August 31, 2017.

Melissa Watford is appointed as a Member of the Bicycle and Pedestrian Advisory Committee effective August 11, 2015, said term to expire August 31, 2017.

Michael Ventola is appointed as a Member of the Bicycle and Pedestrian Advisory Committee effective August 11, 2015, said term to expire August 31, 2018.

SECTION 2. That the appointee shall continue serving until a replacement is appointed and qualified.

THIS RESOLUTION passed and adopted this 11th day of August, 2015.

VILLAGE OF PINEHURST
VILLAGE COUNCIL



Attest:

Lauren M. Craig

Lauren M. Craig, Village Clerk

By: John R. Cashion
John R. Cashion, Mayor Pro-Tem

Approved as to Form:

Michael J. Newman
Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER RESOLUTION 21-18 APPROVING TOWN OF
TAYLORTOWN FIRE SUPPRESSION CONTRACT
ADDITIONAL AGENDA DETAILS:**

FROM:

Brooke Hunter

CC:

Jeff Sanborn & Carlton Cole

DATE OF MEMO:

9/3/2021

MEMO DETAILS:

As you are aware, the Village provides fire protection services to the Town of Taylortown on a contractual basis. The current contract has expired. Since the Fire Department has continued to provide fire protection services to the Town of Taylortown on an ongoing basis, the attached contract is dated July 1, 2021. The attached Resolution 21-18 includes language indicating Council's intent to ratify the contract and make it valid as of July 1, 2021.

The functional terms and provisions of the contract remain the same, including the basis of the rate charged. However, this contract includes an automatic annual renewal instead of expiring after five years. The contract, drafted by Financial Services, has been reviewed and approved by our Fire Chief and the Village Attorney. The contract has also been reviewed by the Town of Taylortown.

If you have any questions regarding the proposed contract, please let me know.

ATTACHMENTS:

Description

- FY 2022 Taylortown Fire Suppression Contract
- Resolution 21-18 - Ratify Taylortown Fire Suppression Contract Eff. 7/1/2021

Contract: Taylortown Fire Suppression Fiscal Year 2022

STATE OF NORTH CAROLINA

COUNTY OF MOORE

THIS CONTRACT FOR FIRE PROTECTION SERVICES, made and entered into this 1st day of July, A.D., 2021, by and between the Town of Taylortown, a duly chartered municipal corporation in the County of Moore, State of North Carolina, and a body corporate and politic, (hereinafter sometimes referred to as “Town”), party of the first part; and the Village of Pinehurst, a duly chartered municipal corporation in the County of Moore, State of North Carolina, and a body corporate and politic, (hereinafter sometimes referred to as “Village”), party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the Town of Taylortown, North Carolina, is a neighboring municipality in the State of North Carolina, having been chartered by act of the 1987 Session of the General Assembly of North Carolina, and is obligated to furnish, as a governmental function, fire protection services to its citizens and residents; and

WHEREAS, the said Town of Taylortown has not chosen to organize a fire department, nor avail itself of fire protection services from other municipalities or a county fire district, and has, therefore, requested the Village of Pinehurst to furnish such services to the Town on a contractual basis, from year to year, until the Town can have its own fire protection organization and equipment; and

WHEREAS, the Village has agreed to furnish said services to the Town, based upon a formula of 10.5 Cents Per One Hundred Dollars tax valuation of the property within the corporate limits of the Town based on the valuations of property for tax purposes by Moore County as of January 1, 2021; and

WHEREAS, the Village Council has determined that it can furnish this service to the Town of Taylortown without in any way impairing its ability to serve the Village of Pinehurst and the areas surrounding the Village to which it is committed to serve under fire district arrangements, and has agreed to enter into this contract for the purpose of establishing the basis upon which the Village of Pinehurst will furnish such services and the Town of Taylortown will pay for such services, with the understanding that the fire protection services of the Village of Pinehurst to the Town of Taylortown will include: Fire Suppression, annual hydrant flow testing, and any pre-fire planning activities as may be necessary for effective and safe fire ground operations, based upon the understanding that the County Fire Marshal will furnish to the Town of Taylortown Fire Education, Fire Inspections and the Fire Prevention Programs as may be appropriate or requested.

NOW, THEREFORE, for and in consideration of the payment of 10.5 Cents per One Hundred Dollars valuation on an annual basis, by the Town to the Village, the

Contract: Taylortown Fire Suppression Fiscal Year 2022

Village hereby agrees to furnish the described Fire Protection services for the term and upon the conditions and provisions as hereinafter set forth:

1. The Village of Pinehurst hereby covenants and agrees with the Town of Taylortown to furnish to the citizens, residents and property owners in said Town Fire Protection services, which shall include the Village Fire Department answering calls of citizens, residents and property owners in the Town of Taylortown, and to use so much of the fire fighting equipment of the Village as may be necessary and available at the particular time of any call, to promptly suppress the fire to which it is called, in accordance with the best fire fighting standards available.
2. That the Town hereby agrees to pay to the Village for such Fire Protection services during the fiscal year July 1, 2021 to June 30, 2022 the sum of 10.5 Cents per One Hundred Dollars valuation of property taxable by the Town within the corporate limits of the Town, and for the period July 1, 2021 to June 30, 2022 said payment shall be based upon the valuations of property in Taylortown as of January 1, 2021, and on the value established by the Moore County Tax Office as of the beginning of each calendar year for all subsequent years so long as this contract remains in effect by extensions from year to year, as herein provided.
3. That the Taylortown Council shall direct all town employees to render their cooperation with the Pinehurst Fire Department in the pre-planning, fire suppression and fire cause investigation. Any resource or assistance required or deemed necessary by the Pinehurst Fire Department that requires formal request by Taylortown officials shall be made in a prompt and timely manner. Such resources may include but are not limited to the Moore County Sheriff's Department, the Moore County Fire Marshal's Office, the State Bureau of Investigation (SBI), the Federal Bureau of Alcohol, Tobacco and Firearms (ATF) and any other state or federal agency deemed necessary by the Chief of the Pinehurst Fire Department to complete a thorough and professional investigation of the cause and origin of any fire or explosion.
4. That the Town Council of the Town of Taylortown hereby agrees to indemnify and hold harmless the Village of Pinehurst, and particularly, its Fire Department and all of the members thereof and the Village itself and all of the governing body and the members thereof against any and all claims that may arise from either the rendering of the service called for in this contract to any resident, citizen or property owner in the Town of Taylortown or for the failure of the Village Fire Department to respond, or

Contract: Taylortown Fire Suppression Fiscal Year 2022

for any methods of operation or other claims that might arise in connection with the offering and rendering of their Fire Protection services.

5. That it is hereby mutually understood and agreed between the parties hereto that this contract will be confined to the corporate limits of the Town of Taylortown and will not extend to any outside properties.
6. That it is hereby mutually understood and agreed between the parties hereto that in the event a fire should occur in the corporate limits of the Town of Taylortown at a time when all of the fire fighting equipment and personnel of the Village of Pinehurst is occupied in fighting a fire within the corporate limits of the Village of Pinehurst or the area in the adjoining fire district which it is required to serve, then and in such event, if no equipment from Pinehurst is available to be diverted to the Taylortown fire, the proper officials will be so notified and assistance will be offered by the Village of Pinehurst to get other fire fighting equipment to answer to the Taylortown call, but failure to get such equipment shall not give rise to any liability or claim for damages against the Village of Pinehurst, under those circumstances.
7. That the Village of Pinehurst covenants and agrees it will make every effort to furnish the best Fire Protection services under this contract as can be furnished, and commits its equipment and personnel to that end, and the Chief of the Fire Department shall be directed to become acquainted, and have his assistants and personnel become acquainted, with the Town of Taylortown to the point that fire calls may be answered without delay and such equipment as is deemed necessary in the judgement of the Village Fire Department shall be dispatched to the scene and used as effectively as possible in suppressing fires as they occur.
8. This contract will be automatically renewed on July 1 of each year if (1) the Town does not give the Village written 60-day notice of intent **not** to renew prior to the expiration of the contract, and (2) the Village elects to renew. The Moore County Fire District Tax Rate as levied by the Moore County Board of Commissioners shall be applied to the contract for the additional fiscal year on the basis set forth in Section 2. above. With the exception of the tax rate, any extension shall be on the same terms, covenants, and provisions as the original contract, unless changes are mutually agreed upon and reduced to writing as an addendum to this contract.
9. The Town hereby covenants and agrees to pay to the Village for the services covered by this contract, each quarter, based upon statements that will be sent by the Village to the Town on or about the 15th day of March,

Contract: Taylortown Fire Suppression Fiscal Year 2022

June, September and December of each year so long as this contract shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their respective municipal corporate names to be hereto affixed by their Mayors, and have caused their municipal corporate seals to be hereon impressed by their municipal clerks, each of whom shall attest to the execution by their municipalities, all in accordance with the authority duly given by the governing bodies of the municipalities on this day and year first above written.

Town of Taylortown

(Municipal Seal)

By: _____
James L. Thompson, Mayor

Attest:

Rita Maness, Town Clerk

**THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGT
AND FISCAL CONTROL ACT.**

Finance Officer

Date

Village of Pinehurst

(Municipal Seal)

By: _____
John C. Strickland, Mayor

Attest:

Kelly Chance, Village Clerk

RESOLUTION #21-18:

**A RESOLUTION TO RATIFY THE TAYLORTOWN FIRE SUPPRESSION CONTRACT
EFFECTIVE JULY 1, 2021.**

THAT WHEREAS, the Village of Pinehurst has provided fire protection services for the Town of Taylortown, a neighboring municipality, under a contractual agreement for many years; and

WHEREAS, the previous contract has lapsed; and

WHEREAS, the Village of Pinehurst Fire Department has provided ongoing fire protection services to the Town of Taylortown on a continual basis; and

WHEREAS, the Village of Pinehurst wishes to continue providing fire protection services to the Town of Taylortown per the terms of the Fire Suppression Contract with an effective date of July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in regular meeting assembled this 14th day of September, 2021, as follows:

SECTION 1. The Village Council hereby authorizes the Mayor to execute the Taylortown Fire Suppression Contract.

SECTION 2. The said contract is hereby ratified with an effective date of July 1, 2021.

THIS RESOLUTION passed and adopted this 14th day of September, 2021.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
John C. Strickland, Mayor

Attest:

Approved as to Form:

Kelly Chance, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER AWARDING FY 2022 RESURFACING
CONTRACT TO BARNHILL CONTRACTING COMPANY
ADDITIONAL AGENDA DETAILS:**

FROM:

Mike Apke, P.E., Public Services and Engineering Director

CC:

Jeff Sanborn and Jeff Batton

DATE OF MEMO:

9/3/2021

MEMO DETAILS:

This item is to award the Village's annual road resurfacing contract to Barnhill Contracting Company from Fayetteville, North Carolina. Three (3) contractors submitted unit pricing on an initial list of approximately four (4) miles of roads on August 31, 2021. Utilizing the Village's estimated quantities of items within the project, Barnhill Contracting Company submitted the low bid in the amount of \$1,116,231.50.

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

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

ATTACHMENTS:

Description

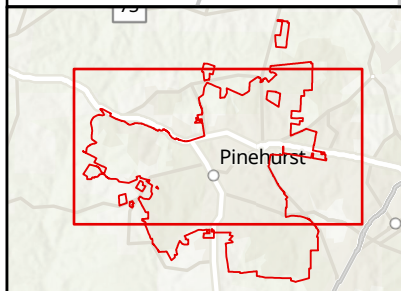
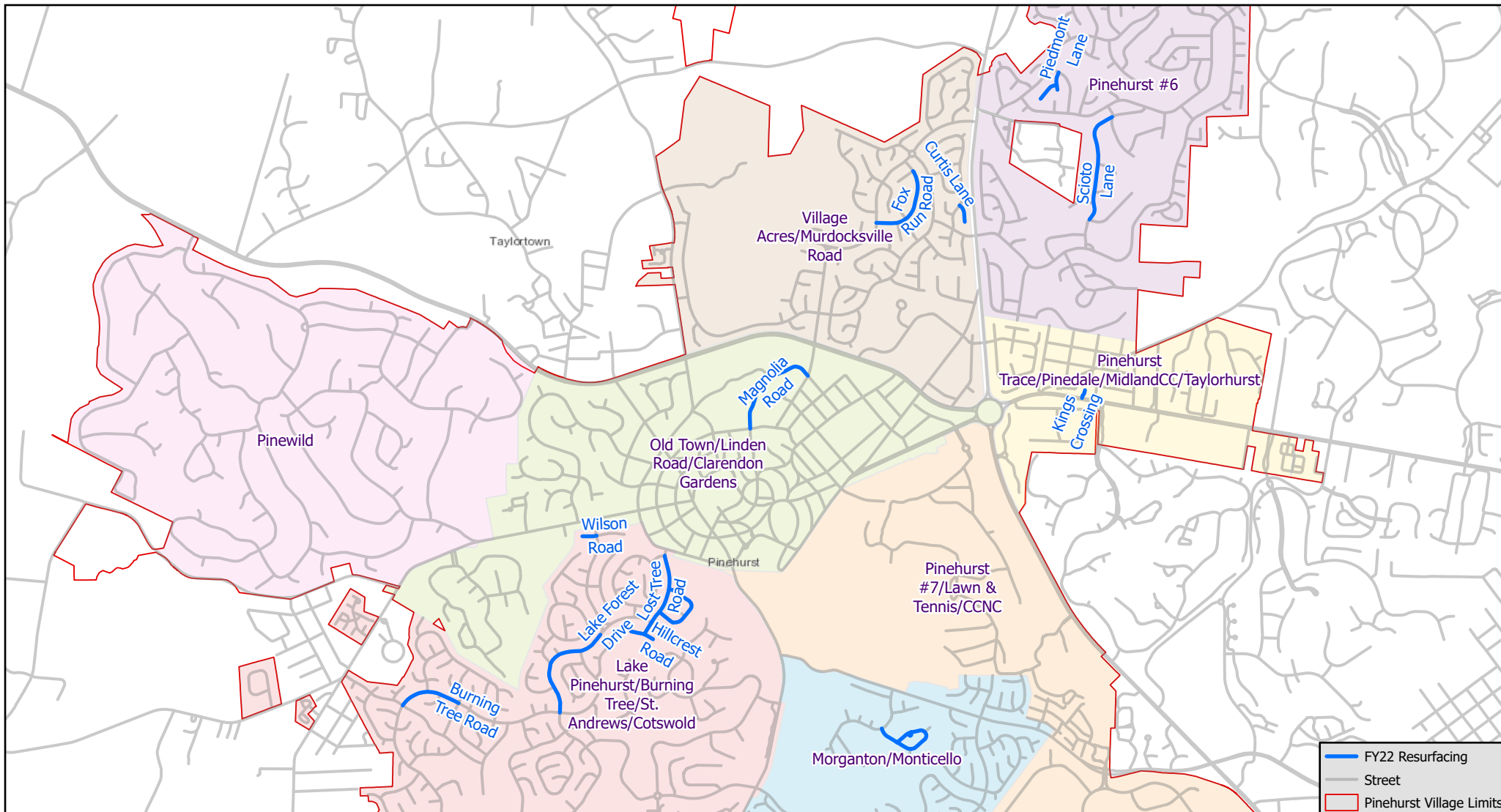
- ☐ FY22 Resurfacing Bid Summary
- ☐ FY22 Proposed Resurfacing List
- ☐ FY22 Resurfacing Package Map

BID TABULATION
Village of Pinehurst
2022 Annual Street Resurfacing & Improvement Project

				Barnhill Contracting Company Fayetteville, North Carolina		Fred Smith Company Raleigh, North Carolina		Hudson Paving, Inc. Rockingham, North Carolina	
Item	Description/Unit	Unit	Estimated Qty	Unit Price (\$)	Ext Total (\$)	Unit Price (\$)	Ext Total (\$)	Unit Price (\$)	Ext Total (\$)
1	1.25" Overlay, NCDOT Type SF9.5B*	SY	50,200	\$ 10.70	\$ 537,140.00	\$ 12.25	\$ 614,950.00	\$ 13.60	\$ 682,720.00
2	Class 'A' Full Depth Patching (3" depth NCDOT Type I-19B), done by a milling machine, placed down with a paving machine)	SY	17,000	\$ 29.00	\$ 493,000.00	\$ 28.00	\$ 476,000.00	\$ 34.00	\$ 578,000.00
3	Mill out existing pavement 1.25 inches	SY	7,765	\$ 3.10	\$ 24,071.50	\$ 3.60	\$ 27,954.00	\$ 4.00	\$ 31,060.00
4	Adjust Sewer Manholes - Structural Adjustment	EA	63	\$ 64.00	\$ 4,032.00	\$ 650.00	\$ 40,950.00	\$ 300.00	\$ 18,900.00
5	Adjust Water Valves - Structural Adjustment	EA	18	\$ 20.00	\$ 360.00	\$ 650.00	\$ 11,700.00	\$ 275.00	\$ 4,950.00
6	Adjust 3'x2' Stormwater Grate - Structural Adjustment	EA	2	\$ 1,850.00	\$ 3,700.00	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,000.00
7	Sewer Manhole Lid Alterations	EA	11	\$ 130.00	\$ 1,430.00	\$ 350.00	\$ 3,850.00	\$ 350.00	\$ 3,850.00
Total Base Bid					<u>\$ 1,063,733.50</u>		<u>\$ 1,176,804.00</u>		<u>\$ 1,320,480.00</u>
Alt - 1.1	Pavement Markings, 4-inch White and Yellow Reflectorized Thermoplastic Striping	LF	48,220	\$ 0.90	\$ 43,398.00	\$ 0.90	\$ 43,398.00	\$ 1.00	\$ 48,220.00
Alt - 1.2	Pavement Markings, 24-inch White Reflectorized Thermoplastic Stop Bars	EA	4	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 695.00	\$ 2,780.00
Alt - 1.3	Pavement Markings, 10-foot White Reflectorized Thermoplastic Crosswalk	EA	2	\$ 1,250.00	\$ 2,500.00	\$ 1,250.00	\$ 2,500.00	\$ 2,050.00	\$ 4,100.00
Alt - 1.4	Pavement Markings, 4-inch White Reflectorized Thermoplastic Striping Magnolia Rd Parking (22 Total), Fire Lane and Crosshatch	LS	1	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,500.00	\$ 5,500.00
Total Alt #1 Bid					<u>\$ 52,498.00</u>		<u>\$ 52,498.00</u>		<u>\$ 60,600.00</u>
TOTAL OF BASE BID + ALTERNATE BID ITEMS					<u>\$ 1,116,231.50</u>		<u>\$ 1,229,302.00</u>		<u>\$ 1,381,080.00</u>

**2022 Annual Street Resurfacing
Improvement Project-
Street Listing**

Street	Beginning Description	End Description	Approximate Length (ft)	Approximate Width (ft)	White & Yellow Line Striping	Curbing	MH	MH Lid Changeout	WV	
Village Acres Neighborhood										
Fox Run Road	Spring Lake	Monroe	2073	20	-	-	9	2	1	
Curtis Lane	Barkley Lane	CDS	453	20	-	-	3	3	1	
Total Length in Neighborhood:			2526							
Street	Beginning Description	End Description	Approximate Length (ft)	Approximate Width (ft)	White & Yellow Line Striping	Curbing	MH	MH Lid Changeout	WV	Curb Inlet
Pinehurst #6 Neighborhood										
Scioto Lane	Squires	Beasley	2870	21	✓	✓	6	0	1	2
Piedmont Lane	Overpeck	CDS	445	20	-	✓	1	0	0	
Gadsten Court	Piedmont	CDS	553	20	-	✓	0	0	1	
Total Length in Neighborhood:			3868							
Street	Beginning Description	End Description	Approximate Length (ft)	Approximate Width (ft)	White & Yellow Line Striping	Curbing	MH	MH Lid Changeout	WV	
Pinehurst Trace/Pinedale/Midland CC/Taylorhurst Neighborhood										
Kings Crossing	Midland Road	CDS	211	22	-	✓	1	0	0	
Total Length in Neighborhood:			211							
Street	Beginning Description	End Description	Approximate Length (ft)	Approximate Width (ft)	White & Yellow Line Striping	Curbing	MH	MH Lid Changeout	WV	Curb Inlet
Old Town/Linden/Donald Ross/Clarendon Gardens Neighborhood										
Magnolia Road	McCaskill	Rattlesnake	2596	24	✓	✓	0	0	0	4
Magnolia Road	Parking areas		632	12	✓	✓				
Total Length in Neighborhood:			3228							
Street	Beginning Description	End Description	Approximate Length (ft)	Approximate Width (ft)	White & Yellow Line Striping	Curbing	MH	MH Lid Changeout	WV	
Morganton/Monticello Neighborhood										
Thunderbird Circle	Doral Drive	Thunderbird Circle	2600	20	-	✓	7	0	1	
Total Length in Neighborhood:			2600							
Street	Beginning Description	End Description	Approximate Length (ft)	Approximate Width (ft)	White & Yellow Line Striping	Curbing	MH	MH Lid Changeout	WV	
Lake Pinehurst/Burning Tree/St. Andrews Neighborhood										
Wilson Road	St. Andrews	CDS	361	20	-	-	0	0	0	
Lost Tree Road	Oakmont	Hillcrest	2170	21	✓	-	8	0	6	
Lake Forest Drive	Burning Tree Road	St. Andrews	2834	21	✓	✓	13	0	4	
Hillcrest Road	Lost Tree	CDS	598	20	-	-	2	0	3	
Burning Tree Road	Pine Vista	Pitch Pine	1585	21	✓	-	6	6	0	
Briarwood Circle	Lost Tree	Lost Tree	1850	20	-	-	7	0	0	
Total Length in Neighborhood:			9398							

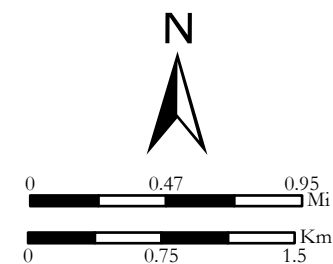


Public Services - FY22 Resurfacing Overall

State of North Carolina DOT, Esri, HERE, Esri, NASA, NGA, USGS, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS

2021

Coordinate System: NAD 1983 StatePlane North Carolina FIPS 3200 Feet





**DISCUSS AND CONSIDER CONTRACT APPROVAL FOR GIVEN LIBRARY
TRANSFER OF ASSETS
ADDITIONAL AGENDA DETAILS:**

FROM:

Jeff Batton

CC:

Jeff Sanborn

DATE OF MEMO:

9/9/2021

MEMO DETAILS:

This item is for Discussion and Consideration for approval of the Asset and Service Transfer Agreement between the Village of Pinehurst and Given Memorial Library Inc.

ATTACHMENTS:

Description

- ▣ Asset and Service Transfer Agreement

ASSET AND SERVICE TRANSFER AGREEMENT

This Asset and Service Transfer Agreement (this "**Agreement**") is entered into effective as of _____, 2021 (the "Effective Date"), among GIVEN MEMORIAL LIBRARY INC., a North Carolina corporation having an office at 150 Cherokee Road, Pinehurst, NC (the "Corporation"), and the VILLAGE OF PINEHURST, a North Carolina incorporated municipality having an office at 395 Magnolia Road, Pinehurst, NC (the "Village"). The Corporation and the Village are each referred to herein as a "Party" and, collectively, as the "Parties".

RECITALS

A. Corporation owns and operates a library in the Village of Pinehurst, including library-related real and personal property and activities conducted by Corporation in connection with the library (the "Given Memorial Library" or the "Library") and Corporation also operates an archive of historic materials in the Village of Pinehurst and owns the real property and some of the personal property used in the archives (the "Tufts Archives" or the "Archives"). The Given Memorial Library and the Tufts Archives are collectively referred to as the "Facilities" and "Services". The Facilities and Services are located upon parcels of real property at 150 Cherokee Road, Pinehurst, North Carolina 28374 (collectively, the "Premises").

B. Corporation also operates a used bookshop in rented premises (the Old Post Office Building) at a separate location. Net profits from the bookshop have been used to support the Given Memorial Library.

C. Corporation also separately owns and manages an endowment fund with a current value of approximately \$-2.8- million which has in the past assisted in the funding for the Facilities, the Services, and the Premises.

On and subject to the terms and conditions in this Agreement, and as authorized by N.C. Gen. Stat. § 153A-263, *et. seq.*, the Corporation has agreed to transfer and convey various assets owned by the Corporation to the Village in consideration of the commitments made to the Corporation by the Village as hereinafter set forth.

The Parties agree as follows:

AGREEMENT

1. **Definitions.** Definitions of certain terms used in this Agreement are contained on Appendix A.

2. **Transferred Assets.** Subject to the terms and conditions set forth in this Agreement, on the future date agreed to by the parties (but not later than April 15, 2022), the Corporation will transfer and convey ownership of the Premises and those other assets owned by the Corporation to the Village as set forth in detail on Schedule 1 hereof (the "Transferred Assets").

3. **Excluded Assets.** Notwithstanding anything to the contrary contained in this Agreement, the property, assets, and rights set forth on Schedule 2 hereof which are used in or

related to the Library or the Archives will be retained by the Corporation (the "Excluded Assets") as the sole and separate property of the Corporation subsequent to the date the Transferred Assets are transferred to the Village and are specifically excluded from the transfer contemplated by this Agreement and will not be received by, or otherwise transferred to, the Village as part of this Agreement.

4. The Endowment. The Corporation is the sole owner of an endowment which includes assets with an approximate value of \$2.8 million as of the date of this Agreement, as such amount may increase or decrease from time to time as contemplated herein (the "Endowment"). The Endowment will remain the sole property of the Corporation subsequent to the transfer of the Transferred Assets subject to the restrictions contained in Schedule 3 hereof.

5. Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, the Village will assume and agree to pay, perform, and discharge only the Liabilities of Corporation (collectively the "Assumed Liabilities") set forth on Schedule 4 hereof, and no other Liabilities. The Village will assume all rights, obligations and interests of the Corporation in respect of the contracts listed on Schedule 5 (the "Assumed Contracts").

6. Excluded Liabilities. Other than the Assumed Liabilities and Assumed Contracts, Corporation will pay, perform, discharge, and satisfy timely and in full, and the Village will not assume, perform, or discharge, any Liability of Corporation, whether or not arising before, on, or after, or maturing before, on, or after, the Transfer Date (collectively, the "Excluded Liabilities").

7. Transfer and Conveyance of Assets. Subject to the terms and conditions of this Agreement and in reliance on the mutual covenants set forth herein, the Corporation will transfer and convey ownership of the Transferred Assets, other than the Excluded Assets, to the Village subject to the following conditions precedent:

- (a) The Village will have a due diligence period through October 15, 2021 to inspect the Transferred Assets (the "Due Diligence Period"). The Village may terminate this agreement for any reason or no reason during this due diligence period. Otherwise, the Village will advise the Corporation in writing that it will accept all the Transferred Assets in an "AS IS, WHERE IS WITH ALL FAULTS" condition with no warranties being made by the Corporation of any nature (other than its warranty of ownership of the Transferred Assets) and specifically excluding any warranties of fitness for a particular purpose.
- (b) The Village, prior to completion of its due diligence period, has approved, adopted, and presented to Corporation (i) a Resolution (#21-10) adopted by the Village Council on June 8, 2021, and attached to this Agreement as Schedule 6, whereby the Village committed \$1 million of the Village's fund balance to paying the cost of enhancement of the Facilities, Library Services and Premises. Anticipated purposes for that \$1 million include: (1) appropriations of \$275,000 for ADA compliance upgrades and \$50,000 for Internet fiber to the library as part of the fiscal year 2022 Village Budget Ordinance; (2) \$400,000 for design and engineering costs as part of the

fiscal year 2022 Budget Ordinance to fund the creation of the Library Expansion Capital Fund to begin design planning no later than the second half of fiscal year 2022; and (3) the balance of unspent funds from this \$1 million total sum will remain on the financial statements as Committed Fund Balance until the Village Council approves a resolution or ordinance to use the funds for future library enhancement projects; and (ii) and Corporation acknowledges that Resolution #21-10 has been fully executed by the Village and contains terms which are reasonably satisfactory to the Corporation.

8. Village's Operation of the Library Facilities and Library Services. Upon transfer of the Transferred Assets, the Village will own, operate, and manage all the Transferred Assets as a public library, as authorized by N.C. Gen. Stat. § 153A-263, et. seq., and in a manner which it deems best serves the interests of the residents of the Village of Pinehurst, North Carolina with respect to the Library and the Archives.

9. Future of the Library and Archives:

- (a) Within six (6) months after the Transferred Assets are transferred to the Village, the Village will undertake to do the following things: determine a strategic framework to embark on improvements to the existing Premises, consistent with all applicable legal requirements and long-term plans, which the Village determines will best serve the residents of Pinehurst, North Carolina; and initiate planning for a potential expansion of the library and archives facilities and services, with the following general expectations:
 - i. the Village, using its best efforts, will explore the implications on its National Historic Landmark designation on any future expansion of the Premises which the Village determines will best serve the residents of Pinehurst;
 - ii. the Village will explore potential partnerships with the USGA and Pinehurst Resort for the Tufts Archives;
 - iii. the Village will determine utilization of the expansion, as well as its location, scope, size, and estimated budget;
 - iv. the Village will identify temporary relocation requirements during an expansion that continues to serve residents while the Premises are in transition;
 - v. the Village will seek ways to best expand and house the Given Memorial Library, the Tufts Archives, and the current collection of approximately 17,000 library books and archival materials;
 - vi. the Village will begin design planning no later than the second half of

fiscal year 2022;

- vii. the Village will begin capital funding upon finalizing a design plan no later than fiscal year 2023 and complete capital accrual in fiscal year 2024; and
 - viii. the Village will begin construction of facility expansion after the 2024 U.S. Open.
- (b) All of the references in this Section 9 to the Village's future operation of, improvements to and expansion of the Library and Archives are based upon the Village's good faith intentions as of the date of this Agreement, and none of the references constitute promises or contractual obligations to the Corporation..

10. Old Post Office Building:

Upon the Transfer Date, the Village will assume the lease for the Old Post Office Building located at 95 Cherokee Road, Pinehurst, and continue the sublease for the Roast Office concurrent with the 10-year lease that expires in 2025. Corporation will operate the Given Book Shop located therein for as long as both the Corporation and the Village agree that it is necessary or beneficial. Any profits from the book shop will be given to the Village to support the Library and Archives.

11. Certain Covenants of the Corporation:

- (a) On the date mutually agreed to be the effective date of the Corporation's transfer of the Transferred Assets to the Village as determined pursuant to Section 2 above, (the "Transfer Date"), the Corporation agrees to transfer and convey the Transferred Assets to the Village at no cost and pursuant to the terms of this Agreement.
- (b) Between the Effective Date and the Transfer Date, the Corporation will cooperate with the Village's employees and agents during the due diligence process; will encourage Ms. Audrey Moriarty to become a Village of Pinehurst employee, and will encourage other current employees of Corporation to apply to become Village of Pinehurst employees in related roles.
- (c) (c) After the Transfer Date, the Corporation will continue to manage the Endowment according to the terms of Schedule 3. The Corporation will organize and lead a capital campaign to raise funds exclusively for the expansion of the Library and Archives referred to in Section 9. The Corporation will, consistent with all applicable federal and state law, engage in fundraising efforts and other customary philanthropic activities suitable for an all-volunteer organization to promote, encourage and receive charitable donations which donations (less fundraising expenses) will be deposited in the Endowment or paid over to the Village for purposes of supporting the Library and Archives, subject in each case to the donors'

instructions, if any. The Corporation will amend its Articles of Incorporation and Bylaws to reflect the Corporation's purposes and activities subsequent to the Transfer Date including that upon the dissolution of the Corporation, the assets then owned by the Corporation shall either be transferred to the Village of Pinehurst subject to the restrictions of the Schedule 3 hereof and provided the transfer to the Village constitutes a charitable contribution under Section 170(c)(1) of the Internal Revenue Code, or transferred to a non-profit corporation who shall be required to manage the Endowment pursuant to the terms of Schedule 3 for the benefit of the Village, in its operation of the Library and Archives.

- (d) (d) Corporation's yearly Endowment support payable to the Village may be withdrawn only in three (3) circumstances: (1) the completion of the process for considering expansion of the Library and the Archives does not occur in accordance with each of the provisions of Section 9 (a) (i-vii) hereof; (2) if the actual construction or expansion of the library facilities does not begin by July 1, 2025 in accordance with the proposed design; or (3) within 15 years after the Transfer Date, the Transferred Assets are not used for the purpose of providing library and/or archives services, unless new or renovated facilities are constructed elsewhere in accordance with the approved design. Provided, however, that if the Corporation's yearly endowment support is ever withdrawn for any of the 3 reasons set forth above, the Village will retroactively receive those previously withheld funds if the provisions are thereafter later met.

12. Certain Covenants of the Village:

- (a) After the Transfer Date, and for a period of fifteen (15) years thereafter, the Village must use the Transferred Assets for the purpose of providing library and/or archive services unless new facilities are built elsewhere to provide expanded library and archives services. Upon the expiration of this 15-year period, there shall exist no restriction upon the manner in which the Village uses the Transferred Assets which were imposed on the Transferred Assets by the Corporation.
- (b) The name of the Library (whether or not it continues to operate on the Premises) shall always include in a prominent manner the word "Given".
- (c) The name of the Archives shall always include in a prominent manner the word "Tufts".
- (d) The Village will honor the various naming rights awarded in the past by the Corporation to various donors, such as "The Eric Nelson Room".
- (g) If the Village creates a Library Board pursuant to NCGS 153A-266, Corporation members may apply for open board seats.

13. Corporation's Transfer Date Deliveries. On the Transfer Date, Corporation will deliver, or cause to be delivered, to the Village:

- (a) Possession of and fee simple title to the Transferred.
- (b) A duly executed copy of the Commemoration of Transfer of Assets document contained in Exhibit A.

14. The Village's Transfer Date Deliveries. On or before the Transfer Date, the Village will deliver, or cause to be delivered, to Corporation:

- (a) A duly executed copy of the Commemoration of Transfer of Assets document contained in Exhibit A.

15. Conditions Precedent to the Transfer of Assets.

- (a) Conditions Precedent to the Village's Obligations. The obligation of the Village to complete the transactions contemplated by this Agreement is subject to the fulfillment (or written waiver by the Village), before or on the Contribution Date, of each of the following conditions:

- i. Corporation will have made the deliveries required under Section 13;
- ii. Corporation will have received copies, acceptable to the Village in form and substance, of all material consents, waivers, amendments, modifications, approvals, authorizations, Permits, and licenses that are required to be obtained by Corporation to effectuate this Agreement and to transfer the Transferred Assets to the Village, including all Third-Party Consents, and will have delivered copies to the Village;
- iii. The Village will have received a certificate executed by a duly authorized officer of Corporation, in form and substance reasonably satisfactory to the Village, certifying (A) the fulfillment of the conditions set forth in this Section 15(a), (B) that attached thereto are true, complete, and correct copies of the resolutions of the Board of Directors of Corporation authorizing the execution, delivery, and performance of this Agreement and each other document delivered pursuant to this Agreement, and the transactions contemplated by this Agreement, in each case as are then in full force and effect, and (C) that attached thereto is a true, complete, and correct copy of a certificate of good standing for Corporation issued by the Secretary of State of the State of North Carolina;
- iv. all representations made by Corporation in this Agreement, or in any other transaction document to which Corporation is a party were true in all material respects (except for such representations that contain a materiality qualifier, which representations as so qualified will be true in all respects) as of the Effective Date, and will be true in all material

respects as of the Transfer Date as though such representations and warranties had been made on and as of the Transfer Date;

- (b) Conditions Precedent to the Corporation's Obligations. The obligation of the Corporation to complete the contribution of the Transferred Assets contemplated by this Agreement is subject to the fulfillment of each of the following conditions:
 - i. The Village's Due Diligence Period: Expiration of the Village's Due Diligence Period and the Village's continued interest in completing the transfer of the Transferred Assets by the Corporation to the Village and compliance by the Village of its obligations set forth in Section 7 hereof.

16. Representations of Corporation. Corporation represents to the Village that the statements contained in this Section 16 are true and correct as of the Effective Date and as of the Transfer Date:

- (a) Organization; Authority; Binding Effect. Corporation is a non-profit corporation, duly organized, validly existing, and in good standing under the laws of the State of North Carolina. Corporation has all necessary corporate capacity, authority, and power to execute and deliver this Agreement and each other transaction document to which Corporation is a party, and to consummate the transactions contemplated hereby and thereby, and has taken all action required to be taken by it to authorize the execution, delivery, and performance of this Agreement and each of the other transaction documents to which Corporation is a party. Corporation has all necessary power and authority to own, possess, and operate the Library Facilities, the Library Services, the Tufts Archives, and the Premises. This Agreement has been duly executed and delivered by Corporation and constitutes a valid and binding obligation of Corporation, enforceable against Corporation in accordance with its terms. As of the Transfer Date, each of the other transaction documents to which Corporation is a party will have been duly executed and delivered by Corporation and will constitute valid and binding obligations of Corporation, enforceable against Corporation in accordance with its terms.
- (b) Absence of Certain Conflicts. Neither the execution and delivery of this Agreement or the other transaction documents, nor the consummation of the transactions contemplated hereby and thereby, will do any of the following:
 - i. conflict with or result in a breach of any provision of the organizational documents of Corporation or resolutions adopted by the Board of Trustees of Corporation;
 - ii. result in (A) the imposition or creation of any Encumbrance upon or with respect to any Transferred Asset, or (B) a default (or give rise to any right of termination, cancellation, or acceleration), with or

without notice or lapse of time, under any Permit or Assumed Contract;

- iii. require Corporation to obtain any Third-Party Consent, including any consent, approval, authorization, or permit of, or make any filing with or provide any notification to, any Governmental Authority; or
 - iv. violate any judgment, decree, order, or injunction binding upon Corporation, or any Law applicable to Corporation, and/or the Assets.
- (c) Transferred Assets. Corporation has, and will transfer and convey to the Village on the Transfer Date, good and marketable title to the Transferred Assets, free and clear of all Encumbrances or other material defects in title.
- (d) Tax Matters. Corporation has timely filed or caused to be timely filed all federal and state income Tax returns and all other material Tax returns that it was required to file. All such Tax returns are true, complete, and accurate in all material respects and, as so filed, disclose all Taxes required to be paid for the periods covered. All Taxes due and owing by Corporation (whether or not shown on any Tax return) have been paid.
- (e) Intellectual Property. All intellectual property consistent with the definition in Appendix A which is owned by the Corporation and is transferrable will transfer to the Village.

17. Additional Agreements.

- (a) Access and Investigation. During the Due Diligence Period and up to the Transfer Date, Corporation will allow the Village and its representatives reasonable access, at times and dates mutually agreed upon by the Village and Corporation, to the Premises, and to Corporation's books, records, personnel, contracts, Permits, and other documents and data, so long as the Village exercises such rights of access in a manner that does not unreasonably interfere with the operations of the Library and Archives and until after the Transfer Date such information is not subject to the any "freedom of information" request directed to the Village.
- (b) Conduct or Practice Before the Transfer Date. From the date hereof until the Transfer Date, the Corporation will continue to operate the Library and the Archives in their ordinary and customary manner.
- (c) Risk of Loss. Corporation assumes all risk of destruction, loss, or damage due to fire or other casualty up to the Transfer Date, and Corporation agrees to maintain all current policies of insurance for such hazards until the Transfer Date. If this destruction, loss, or damage is such that the Transferred Assets are substantially damaged or destroyed, then the Village

will have the right to terminate this Agreement upon written notice to the Corporation. If the destruction, loss, or damage is such that the Transferred Assets are substantially damaged or destroyed, and the Village chooses to continue this agreement, then in that event the Corporation shall assign to the Village all insurance proceeds.

- (d) Further Assurances. Corporation agrees, at the request of the Village, at any time and from time to time after the Effective Date, to promptly execute and deliver all such further documents, and promptly to take and forbear from all such action, as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Agreement.

18. Transfer Taxes. The Village and the Corporation acknowledge and agree that no transfer taxes will be due with respect to the transfer of the Transferred Assets by the Corporation to the Village.

19. Termination.

- (a) Events of Termination. This Agreement may be terminated at any time before the Contribution Date:
 - i. by the mutual written consent of the Parties;
 - ii. by the Village by written notice to Corporation at any time prior to the expiration of the Village's Due Diligence Period referenced above for any or no reason;
 - iii. in accordance with the terms hereof.

20. Miscellaneous.

- (a) Notices. All notices required or permitted to be given under this Agreement will be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by email, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices will be deemed delivered upon receipt or, if later, three days after mailing, properly addressed. Couriers notices will be deemed delivered on the date that the courier warrants that delivery will occur. Faxed, emailed, or other telecommunicated notices will be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery will be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices will be delivered to the Parties at addresses and numbers set forth on the signature page.
- (b) Interpretation. All pronouns will be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons require.

Section and other headings contained in this Agreement are for reference purposes only. The words “includes” and “including” are deemed to be followed by the phrase “without limitation.” The term “person” includes individuals, corporations, partnerships, limited liability companies, associations, and all other natural and legal persons. Each party has had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.

- (c) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law principles.
- (d) Severability. Any provision of this Agreement that is deemed invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.
- (e) Integration; Amendment. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the Parties relating to the subject matter of this Agreement, including that certain letter of intent executed by the Village and Corporation. This Agreement may not be amended except in writing executed by the Parties.
- (f) Assignment; Binding Effect. Neither Party may assign this Agreement, in whole or in part, without the express written consent of the other Party. This Agreement will bind and inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.
- (g) Counterparts; Signatures. This Agreement may be signed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Electronically transmitted signatures (such as PDF) will be deemed original signatures for all purposes under this Agreement. This Agreement may be delivered electronically, and any such delivery will have the same effect as physical delivery of a signed original.
- (h) Attachments. The exhibits, schedules, and appendices referenced in this Agreement are part of this Agreement.

(The remainder of this page has intentionally been left blank; signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CORPORATION:

GIVEN MEMORIAL LIBRARY.

By: _____
Name: Stuart L. Mills
Title: Chair

Notice:
Address:
Address:
Attn:
Facsimile: _____
Email: _____

THE VILLAGE:

VILLAGE OF PINEHURST.

By: _____
Name: John C. Strickland
Title: Mayor

Notice:
395 Magnolia Road
Pinehurst, NC 28374
Attn: Village Manager
Facsimile: _____
Email: _____

SIGNATURE PAGE – ASSET AND SERVICE TRANSFER AGREEMENT

APPENDIX A

Defined Terms

1. Definitions. The following terms, when used in this Agreement, will have the following meanings:

(a) “Asset” and “Assets” mean any and all property owned by the Corporation and having value, including but not limited to, current assets, fixed assets, tangible and intangible assets, operating and non-operating assets, cash, checking accounts, savings accounts, accounts receivable, inventory, buildings, machinery, equipment, computers, supplies, furniture, webpages, and Library Facilities and Services. “Asset” and “Assets” shall not mean or include any Excluded Assets, or the Corporation’s Endowment.

(b) “Encumbrance” means any charge, claim, community or other marital property interest, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal, or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income, or exercise of any other attribute of ownership.

(c) “Excluded Liabilities” means those liabilities of the Corporation as of the Transfer Date which are not part of the Assumed Liabilities listed on Schedule 4 hereof and which include but are not limited to the payment of the PPP Loan to the extent such loan is not forgiven by the Small Business Administration, those expenses of the Corporation for salaries, utility bills, insurance and similar items which relate to periods of time prior to the Transfer Date and for those expenses of the Corporation for tax and legal services incurred in connection with this Agreement.

(d) “Governmental Authority” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction..

(e) “Intellectual Property” means any and all of the following and similar intangible property and related proprietary rights, interests, and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (i) trademarks, service marks, trade names, brand names, logos, trade dress, and other proprietary indicia of goods and services, whether registered, unregistered, or arising by Law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (ii) internet domain names, whether or not they constitute trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority; (iii) original works of authorship in any medium of expression, whether or not published, including all copyrights (whether registered, unregistered or arising by Law), all registrations and applications for registration of such copyrights, and all issuances, extensions, and renewals of such registrations and applications; (iv) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes,

compositions, and other trade secrets, whether or not patentable; and (v) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals of such patents and applications.

(f) “Law” or “Laws” means any statute, rule, common law, ordinance, regulation, order, writ, judgment, injunction, decree, determination, or award enacted or promulgated or followed by a Governmental Authority.

(g) “Liability” means any debt, obligation, duty, or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several, or secondary liability).

(h) “Library Facilities” and “Library Services” collectively mean and includes, without limitation, books, plates, pictures, engravings, maps, magazines, pamphlets, newspapers, manuscripts, films, transparencies, microforms, recordings, or other specimens, works of literature, or objects of art, historical significance, or curiosity, and all amenities, properties, apparatuses, implements, instruments and equipment customarily used to preserve, store, organize, display, and make accessible such materials for public use and enjoyment.

(i) “Permits” means any permit, license, approval, certification, endorsement, or qualification of any Governmental Authority or any other person or entity.

(j) “Premises,” or “the Premises,” means all of that real property currently owned by Corporation, and all fixtures and improvements upon said real property, as more particularly described in the following recordings of the Moore County Registry: Parcel # 99000481 and Parcel #99000482; Book 270, Page 360; Book 379 Page 52; Book 498, Page 614; Book 15, Page 648; Map Book 1, Page 30; and Plat Cabinet 15, Slide 648. All such real property and fixtures are located at 150 Cherokee Road, Pinehurst, North Carolina.

(k) “Taxes” means (i) any federal, state, local, and foreign taxes, charges, fees, levies, imposts, duties, and other similar assessments or charges of any kind whatsoever imposed by any Governmental Authority, including income taxes (whether imposed on or measured by net income, gross income, income as specially defined, earnings, profits, or selected items of income, earnings, or profits), capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, value added taxes, goods and services taxes, transfer taxes, franchise taxes, license taxes, withholding taxes or other withholding obligations, payroll taxes, employment taxes, excise taxes, severance taxes, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, ad valorem taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, and customs duties, together with all interest, penalties, fines, additions to tax, or other amounts imposed with respect to the foregoing; (ii) any Liability for any amounts of the type described in clause (i) as a result of being or ceasing to be a member of any tax group (including any Liability under Treasury Regulation Section 1.1502-6 or any comparable provision of state, local, or foreign law); and (iii) any Liability for any amounts of the type described in clause (i) or (ii) arising under contract, by operation of law, by reason of being a successor or transferee, or otherwise.

(l) Transferred Assets,” or “the Transferred Assets,” collectively means all Assets being transferred and conveyed from Corporation to the Village under this Agreement except the Excluded Assets defined in Section 2 hereof.

SCHEDULE 1

Transferred Assets

All assets belonging to the Corporation and not listed in Schedule 2 will be transferred. These assets include, but are not limited to:

1. Building, improvements and property contained in Parcel ID 99000481/PIN 856209062391.
2. Property within Parcel ID 99000482/PIN 856209062243
3. All furniture, fixtures and equipment owned by the Corporation contained in the building included in asset 1 above.
4. All library and archive collections owned by the Corporation contained in the building included in asset 1 above, including any collections that may qualify as intellectual property.
5. All furniture, fixtures and equipment used for library programming in the Old Post Office building (Parcel ID 00029526/PIN 855212967100)

SCHEDULE 2

Excluded Assets

- i)** The Endowment (as defined in Schedule 3)
- ii)** Assets belonging to the Tin Whistles (custodial responsibilities for these assets will transfer to the Village of Pinhurst, but ownership will remain with the Tin Whistles)
- iii)** Used books collection and all furniture, fixtures, and equipment used for the sale of used books in the Old Post Office Building.
- iii)** Any cash on hand or in bank accounts as of the Transfer Date. Such cash may be used to discharge the transaction costs incurred in connection with this Agreement, and/or to discharge any Excluded Liabilities, but the remaining balance of such cash up to \$75,000.00, less \$20,000 which the Corporation shall keep as initial working capital, shall be returned to the Village no later than six months after the Transfer Date.

SCHEDULE 3

Terms Relating to the Endowment

The term "Endowment" refers to all the funds held by the Corporation at Vanguard on the Effective Date, the balance in such accounts at the opening of the financial markets on the Effective Date being \$_____ (refer to the attached pages printed from the Vanguard website on the Effective Date).

1. From the Effective Date to the Transfer Date:
 - (a) The Endowment funds will remain invested at Vanguard or any other similar accounts as the Corporation deems advisable.
 - (b) During such period, funds may only be released from the Endowment for purposes of supporting operations of the Library and Archives.
 - (c) The Corporation will report to the Village (with supporting documentation from Vanguard) the balance in the Endowment as of the Transfer Date.
2. After the Transfer Date:
 - (a) The remaining balance in the Endowment, and any future principal, income and contributions (less any losses or permitted expenses), shall be managed by the Corporation, which shall have complete discretion over investment of such funds.
 - (b) Withdrawals from the Endowment may only be made for the following purposes:
 - i. To pay reasonable expenses associated with maintaining the Endowment, including expenses associated with maintaining the corporate existence and non-profit status of the Corporation, with fundraising for the Endowment including licenses fees required for fundraising activities, with Directors and Officers liability insurance premiums, with fees for accountants and bookkeepers and other normal and customary fees and expenses incurred by the Corporation in accordance with the terms herein as such expenses relate to the Library and the Archives.
 - ii. To make payments to the Village for support of the Library and Archives (the "Endowment Payments").
 - iii. To pay the Excluded Liabilities of the Corporation.
 - iv. The annual cost to operate the Book Shop not covered by the Village or by income from the operation of the Book Shop.
 - v. Sufficient funds to repay the outstanding PPP Loan in the event some or all of such loan balance is not forgiven by the Small Business Administration.

(c) The Corporation will make Endowment Payments to the Village as follows:

- i. During each of the Village's fiscal years, the Corporation will make annual Endowment Payments to the Village equal to 4% of the Average Balance. The Average Balance is the average of the actual balance in the Endowment at the beginning of such fiscal year and the two preceding fiscal years. Such payments to the Village will be used for the provisions of services to the Library and the Archives.
- ii. During each of the Village's fiscal years, the Corporation may (but will not be required to) make additional Endowment Payments to the Village for purposes of supporting the Library and Archives on its own initiative or at the request of the Village.

(d) Within 5 months of the end of each of the Corporation's fiscal years, the Corporation will prepare a report to the Village Manager describing the investment performance of the endowment and detailing the withdrawals from the Endowment and how such withdrawals were applied in such fiscal year, including a calculation of the Average Balance.

SCHEDULE 4

Assumed Liabilities

NONE

SCHEDULE 5

Assumed Contracts

1. Lease for Old Post Office
2. Sublease with Mark Elliot to allow operation of the Roast Office
3. ATCOM Business Technology VOIP Managed Services Agreement dated November 11, 2020.
4. Canon Lease Agreement for copiers.
5. Two (2) Tri County Business Machines, Inc. Maintenance Agreement for Canon copiers.
6. Central Security Services, Inc. Security System .Monitoring Contract.
7. Fields Plumbing & Heating Co., Inc. contract for routine HVAC systems seasonal cleaning.

SCHEDULE 6

[JD Notes; SM Notes]

JUNE 8, 2021 RESOLUTION OF THE VILLAGE OF PINEHURST (#21-10)

RESOLUTION #21-10:

A RESOLUTION TO COMMIT A PORTION OF FUND BALANCE IN THE GENERAL FUND (GIVEN MEMORIAL LIBRARY & TUFTS ARCHIVES BUILDING AND OPERATIONAL IMPROVEMENTS).

THAT WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 establishing a hierarchy clarifying the constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Village Council is the highest level of decision-making authority, and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Village Council; and

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Village Council prior to redirecting the funds for other purposes; and

WHEREAS, the Village Council and the Given Memorial Library/Tufts Archives Board signed a non-binding agreement on March 1, 2021 outlining the future they see for the library and archives; and

WHEREAS, in accordance with the proposed actions and commitments outlined in the initial agreement, the Village Council has determined it will commit \$1,000,000 of General Fund fund balance for the year ending June 30, 2021 for the purpose of funding improvements to the existing Given Memorial Library & Tufts Archives building and other operational improvements.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in regular meeting assembled this 8th day of June, 2021, as follows:

SECTION 1. In accordance with the provisions of GASB 54, Village Council hereby commits \$1,000,000 of General Fund fund balance as of June 30, 2021 for improvements to the existing Given Memorial Library & Tufts Archives building and other operational improvements within that, as indicated by the committed fund balance classification, cannot be used for any purpose other than directed above, unless the Village Council adopts another resolution or ordinance to remove or change the constraint.

THIS RESOLUTION passed and adopted this 8th day of June, 2021.



Attest:

Kelly Chance
Kelly Chance, Village Clerk

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: John C. Strickland
John C. Strickland, Mayor

Approved as to form:
Michael J. Newman
Michael J. Newman, Village Attorney

EXHIBIT A

Form of Commemoration

COMMEMORATION OF TRANSFER OF ASSETS

This Commemoration of Transfer of Assets (dated June __, 2021, is executed and delivered by GIVEN MEMORIAL LIBRARY ("Corporation"), to the VILLAGE OF PINEHURST ("the Village"), a North Carolina municipal corporation, pursuant to the Asset and Service Transfer Agreement, dated ____, 2021, among Corporation and the Village. All capitalized terms used but not defined in this Commemoration of Transfer of Assets have the meanings assigned to them in the Asset and Service Transfer Agreement.

The parties agree as follows:

1. Transfer and Assignment. Corporation transfers, assigns, and conveys to the Village all of its right, title, and interest in and to the Transferred Assets, free and clear of all Encumbrances.
2. North Carolina Law. This Commemoration of Transfer of Assets is executed and delivered in and will be construed under the substantive law of the State of North Carolina, without regard to its conflict of laws provisions.

CORPORATION:

GIVEN MEMORIAL LIBRARY

By: _____
Name:
Title:

ACKNOWLEDGMENT OF ACCEPTANCE OF

TRANSFERRED ASSETS

BY VILLAGE OF PINEHURST

By: _____

Mayor Village of Pinehurst

This ____ day of __, 2021.

