VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF SEPTEMBER 12, 2023
ASSEMBLY HALL
395 MAGNOLIA RD. PINEHURST, NC 28374
PINEHURST, NORTH CAROLINA
4:30 PM

1. Call to Order.

2. Reports:

   Manager

   Council

3. Oath of Office for Newly Appointed Councilmember Tom Hennie.

4. Motion to Approve Consent Agenda.

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

   A. Approval of Village Council Meeting Minutes

      August 8, 2023 Council Regular Meeting Minutes
      August 8, 2023 Council Work Session Minutes
      August 8, 2023 Closed Session Minutes
      August 21, 2023 Council Special Meeting Minutes

   End of Consent Agenda.

5. Discuss and Consider Resolution 23-42 Appointing Thomas Schroeder as the Chairperson to the Board of Adjustment

6. USGA Presentation

   A presentation regarding Golf House Pinehurst and the 2024 U.S. Open will be given.

7. Discuss and Consider Updated Statewide Mutual Aid Agreement

8. Q4 Update on the Status of the FY 2023 Strategic Operating Plan

9. FY 2023 Financial Statements - Q4 Unaudited

   Presentation of the unaudited financial statements as of and for the fiscal year ended June 30, 2023

10. Metropolitan Planning Organization (MPO) Discussion

    Discussion on the MPO name and voting rules.

11. Other Business.

12. Comments from Attendees.

13. 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
🗋	2023 Key Partners and Collaborators

Council Member to Report	Partners & Collaborators
John Strickland	Convention and Visitors Bureau
	FirstHealth
	*Moore County, NC - Rotating
	Moore County Transportation Committee
	NCDOT/TARPO
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
	Partners in Progress
	Pinehurst Resort
Patrick Pizzella	*Moore County, NC - Rotating
	NCDOT/TARPO
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
	Partners in Progress
	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
Jane Hogeman	Beautification Committee
	Chamber of Commerce
	*Moore County, NC - Rotating
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
	Pinehurst Business Partners
	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
Lydia Boesch	Bicycle and Pedestrian Advisory Committee
	Convention and Visitors Bureau
	*Moore County, NC - Rotating
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
Jeff Morgan	FirstHealth
	*Moore County, NC - Rotating
	Moore County Schools
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
	Triangle J. COG

APPROVAL OF VILLAGE COUNCIL MEETING MINUTES

ADDITIONAL AGENDA DETAILS:

August 8, 2023 Council Regular Meeting Minutes
August 8, 2023 Council Work Session Minutes
August 8, 2023 Closed Session Minutes
August 21, 2023 Council Special Meeting Minutes

FROM:

Shannon Konstantinou

CC:

Jeff Sanborn and Council Members

DATE OF MEMO:

8/10/2023

MEMO DETAILS:

The draft minutes for the August 8th Council Regular, Work, and Closed Session; and August 21st Special Meeting meetings are attached for Council consideration for approval.

ATTACHMENTS:

	Description
🗋	August 8, 2023 Council Regular Meeting Minutes
🗋	August 8, 2023 Council Work Session Minutes
🗋	August 21, 2023 Council Special Meeting Minutes

VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF AUGUST 8, 2023
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 8, 2023, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:
Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Mr. Jeff Morgan, Councilmember
Ms. Lydia Boesch, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk
Mr. Michael Newman, Village Attorney
Ms. Shannon Konstantino, Interim Village Clerk

And approximately 18 attendees, including 9 staff and 1 press.

1. **Call to Order.**
Mayor Strickland called the Village Council meeting to order.

2. **Reports:**

Village Manager

- Mr. Jeff Sanborn, Village Manager, reported currently Council is accepting applications through Friday, August 11th for the Council Vacancy. He stated we have received four applications to date. He reported staff is currently awaiting results for the community service and business surveys. He reported Kelly Chance is going to be leaving us to teach History at Pinecrest High School and we thank her for her time.

Village Council

- Mayor Strickland reported he enjoyed having the US Kids golf in attendance over the last few weeks. He stated he attended the final open-house public meeting for the Parks & Recreation Master Plan on July 27th. He stated he attended the Economic Business Meeting that brings in Economic folks from around the World and was happy to present.
- Mayor Pro Tem Pizzella reported that an email from Ms. Aleece Bumgardner from Public Services that is very beneficial alerts residents for road closures and encouraged residents to sign up for these alerts. He attended the Jackson-Hamlet event and participated in the First Health wellness check station that was set-up. He attended a Beautification Committee meeting and commended them on the beautiful plantings within the Village. He congratulated Jason Caulder on the Police Department for his recent management training.
- Councilmember Boesch reported she attended the Parade as well and the 82nd Airborne performed

which everyone enjoyed. She stated it is a $14 million impact on our community. She stated she attended the festivities at the Jackson-Hamlet area and reported they are doing oral histories of the residents in the community to gain a better understanding of the community history. She reported she went to the ribbon cutting of the new Sandhills Boys & Girls Club, along with Mayor Pro Tem Pizzella and Councilmember Morgan.

- Councilmember Morgan reported he attended the parade for the US Kids golf and was excited to see so many kids representing so many countries. He stated one family reported they had spent around $4,000 throughout their visit.

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
   - July 25, 2023, Council Regular Meeting
   - July 25, 2023, Council Work Session

End of Consent Agenda.
Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Pizzella, Council unanimously approved the Consent agenda by a vote of 4-0.

4. Discuss and Consider Resolution #23-31 Appointment to the Pinehurst Neighborhood Advisory Committee (Tom Brereton - Pinewild).
Jeff Sanborn, Village Manager, reported the Village of Pinehurst officially reorganized the Neighborhood Advisory Committee in April 2023, which created a need to fill a vacancy to represent the Pinewild due to the prior representative's term expiration. He stated interviews of candidates occurred during the month of July and staff is seeking Council's consideration of Mr. Tom Brereton to serve at this representative, for a term of two (2) years. He noted Mr. Brereton is the recommendation from the Pinewild PPOA.

Mr. Sanborn introduced Mr. Brereton to Council and Councilmembers thanked him for his willingness to serve as a representative of Pinewild. Council proceeded with a vote.

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved Resolution 23-31, appointment of Tom Brereton as a representative of the Pinewild area on the Pinehurst Neighborhood Advisory Committee for a two-year term, by a vote of 4-0.

5. Discuss and Consider Resolution #23-37 Re-Appointment to the Bicycle and Pedestrian Advisory Committee (Paul Sale).
Jeff Sanborn, Village Manager, reported the term of Mr. Paul Sale on the Bicycle and Pedestrian Advisory Committee (BPAC) expires on August 31, 2023. He stated Mr. Sale is desirous of continuing to serve as a member of BPAC for an additional term. He noted staff is recommending that Council approve Mr. Sale for re-appointment for a term effective September 1, 2023, and expiring August 31, 2025.

Mr. Sale stated he thinks the bike and pedestrian trails is a great asset to the community and continued work on greenways is a vital ecological need. He noted his interest is heavily on biking and safety is of great importance. He reported his extensive work background and stated he hopes to continue contributing to our community.

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved Resolution 23-37, re-appointment of Paul Sale to the Bicycle and Pedestrian Advisory Committee for a two-year term effective September 1, 2023, and expiring August 31, 2025, by a vote of 4-0.

6. **Discuss and Consider Resolution #23-38 Re-Appointment to the Pinehurst Historic Preservation Commission (Richard Vincent).**
Jeff Sanborn, Village Manager, reported the term of Mr. Richard Vincent expired on July 31, 2023, on the Historic Preservation Commission (HPC). He stated Mr. Vincent is desirous of continuing to serve as a member of the HPC. He noted staff is presenting Mr. Vincent's name today for Council consideration of re-appointment for a term effective August 1, 2023, and expiring July 31, 2025. He stated Mr. Vincent was unable to attend tonight due to illness.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Morgan, Council unanimously approved Resolution 23-38, re-appointment of Richard Vincent to the Pinehurst Historic Preservation Commission for a two-year term effective August 1, 2023, and expiring July 31, 2025, by a vote of 4-0.

7. **Discuss and Consider Resolution #23-41 Appointment to the Planning and Zoning Board and Board of Adjustment (Schroeder).**
Jeff Sanborn, Village Manager, reported there is a need to fill a vacancy on the Planning and Zoning Board and Board of Adjustment. He stated Mr. Thomas Schroeder is desirous of serving as a member of these boards. He noted Mr. Schroeder previously served on the Historic Preservation Committee for six (6) years and has a lot of experience in this area. He stated staff is presenting Mr. Schroeder to Council for consideration and proposed approval for a term beginning August 8, 2023, and expiring on July 31, 2025.

Alex Cameron, Planning Director, stated Jeremy Hooper, Planning & Zoning Board Chair, himself and Jeff Sanborn interviewed several candidates for the current vacancy. He noted they all felt that Mr. Schroeder was a strong candidate, and we will lean on his expertise on reading plans as we move forward with future planning projects.

Councilmember Morgan thanked Mr. Schroeder for his long and decorated Military career as a sailor and Councilmember Boesch thanked Mr. Schroeder and all those who volunteer selflessly for the community.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Boesch, Council unanimously approved Resolution 23-41, appointment of Thomas Schroeder to the Planning and Zoning Board and the Board of Adjustment for a two-year term effective August 8, 2023, and expiring on July 31, 2025, by a vote of 4-0.

8. **Discuss and Consider Resolution #23-40 Establishing an Advisory Board Appointment Policy.**
Jeff Sanborn, Village Manager, reported this item is the culmination of discussions with Councilmembers on the creation of a policy relative to defining the process for nominating and appointing members to the Historic Preservation Commission, the Planning and Zoning Board, and the Zoning Board of Adjustment. He noted staff is presenting Resolution 23-40, which includes the policy as Attachment A, for final discussion and proposed approval.

Mayor Strickland stated that currently there is a list that the Village Clerk keeps of all the candidates that have been interviewed. He asked if the nominating committee would continue to supply information to the Council members prior to the Council interviewing the candidates.

Councilmember Morgan stated that he and Councilmember Hogeman had done a lot of work on this policy, and he feels it is good to move forward. Mayor Pro Tem Pizzella stated that this is a step forward in the selection process. Councilmember Morgan stated that was the goal along with allowing staff to continue to have a voice in the process.

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved Resolution 23-40, establishing an Advisory Board Appointment Policy, by a vote of 4-0.

9. Discuss and Consider Awarding FY24 Downtown Street Resurfacing Contract to Turner Asphalt.
Mike Apke, Public Services and Engineering Director reported this item is to consider awarding the Village's FY24 Downtown Street Resurfacing & Improvement project contract to Turner Asphalt from Raleigh, North Carolina. He stated this project includes the resurfacing of approximately ½ of a mile of Village streets and on-street parking areas in downtown Pinehurst.

Mr. Apke reported four (4) contractors submitted unit bid pricing for this project on July 20, 2023. He stated utilizing the Village's estimated quantities of items within the project, Turner Asphalt's total bid amount to complete the project is $305,553.00. He noted the Village's Powell Bill budget for FY24 is $1.5 million, so the low bid is well within the available funding. He stated staff also intends to bid out a separate project to resurface additional roads outside of the downtown area within the next month and will bring those bid results back to Council at a future meeting.

Mr. Apke shared a PowerPoint presentation demonstrating the future plans for resurfacing with Council. He explained the scope of work that was presented to the contractor and expressed his concerns about simply resurfacing without milling out some of the existing asphalt. He noted they will have to go back in and reestablish pavement markings. He further clarified that this project would stop short of the future planned stormwater drainage plans and would not interfere.

Mr. Apke reported that given the location of this work, staff recommends that the contract be awarded to Turner Asphalt in the amount of $305,553.00 via a motion and requests that the motion include that the Village Manager is authorized to execute change orders up to 25% of the bid amount ($76,388) up to a total of $381,941.00. He noted that if approved, Turner's proposed schedule is to begin work in mid to late September and complete the work in early to mid-October. Mr. Apke stated all the references for the contractor, including Southern Pines, were very promising and we are optimistic this will be a good working relationship and a successful project.

Mr. Apke stated staff met with several downtown business owners on August 1st to discuss the project details, schedule, etc. and will continue to communicate regularly with downtown business owners throughout the duration of the project. He noted 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.

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously the mayor or his designee enter into a contract with Turner Asphalt in the amount of $305,553.00 and authorized the Village Manager to execute change orders up to 25% of the bid amount, up to a total of $381,941.00, by a vote of 4-0.

10. Discuss Litigation Committee Membership.
Jeff Sanborn, Village Manager, reported with Councilmember Hogeman's passing, we need to take this time to take a look at who the Litigation Committee is going to consist of. He stated there has been some discussion about whether current council members who are running for office should participate. Mr. Mike Newman, Village Attorney was present to answer any questions.

Councilmember Jeff Morgan stated he recused himself from the committee when he determined that he would be running for Mayor. Mayor Pro Tem Pizzella stated he planned to recuse himself as well for the same reasons and concerns. Mr. Morgan stated Mr. Kevin Drum, who is running for Mayor, has brought the lawsuit against the Village and there are substantial amounts of conflict around this case. Mr. Morgan asked

Mr. Newman whether there is a true conflict.

Mr. Newman stated that the Village Council can determine the number of members they want to be on the litigation committee. He stated currently we are now down to one member, but if the majority council is comfortable with that, they can vote to have that one member represent the Village's interest. He stated this committee could also include the Village Manager since this is not a voting type of committee. He stated you cannot get in trouble because you have recused yourself. He noted it can be one, two, or three persons who have the Council's agreement that they have the authority to work with the Village Attorney in making decisions.

Councilmember Morgan stated he does not want to see a committee of one making decisions. He stated he recused himself because he feels it is the appropriate decision. He stated the Village Manager should not be a part of that as well because he has had a part in the lawsuit as well.

Councilmember Boesch noted that each of the current Village Council members could be called as Fact Witnesses and so does not feel that any of them could be able to be a witness. Mr. Newman stated that there is no issue with this. He noted the real issue is that everything has changed since the committee was formed. He noted someone must be on the committee so there is someone for Counsel to speak to. He agreed that there is no great option here; we just need to know who that committee will be.

Mayor Strickland stated he is not against the Village Manager Jeff Sanborn being on the committee but understands that Councilmember Morgan is not in favor. Councilmember Boesch stated she would like to have another area attorney look at this that might have a more objective ability to speak on this. Mayor Pro Tem Pizzella stated that he favors a committee of one if that is the only option that is available.

Councilmember Morgan stated that he would like to go inquire from the Village's other attorneys or go back and evaluate whether there are better options than just having one member on this committee. Mr. Newman stated he has spoken to Hartzog Law Firm, and they have not been able to present other options. Councilmember Morgan stated again that he does not want Mr. Sanborn on this committee, and he would prefer that he, Mayor Strickland, and Mayor Pro Tem Pizzella understand that this is a conflicting issue for himself and Mayor Pro Tem Pizzella as they are running for Mayor. He suggested there may be people in our Village that may have the ability to be impartial and have the abilities to serve on this committee.

Mr. Sanborn stated that Council may not want people that are not employees of Village Government making decisions on Village business. Mayor Strickland stated he still feels that Councilmember Morgan and Mayor Pro Tem Pizzella, and himself should serve on this committee despite these conflicts. Councilmember Morgan stated that when he took this position, he vowed to do what is best for the Village, and if this is what is best for the Village than he will move forward on the committee and vow to do so objectively. Mayor Pro Tem Pizzella, Mayor Strickland, and Councilmember Morgan agreed to continue on this committee until the election is over and then we will reevaluate the situation.

Councilmember Boesch asked why she was unable to serve on this committee, to which Mr. Newman, Village Attorney stated it was because she had previously recused herself because she stated she supported Kevin Drum's case. Councilmember Boesch stated she did not recall this.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to continue the Litigation Committee with Mayor Strickland, Councilmember Morgan, and Mayor Pro Tem Pizzella serving as the Committee members, by a vote of 4-0.

11. Other Business

- Mayor Pro Tem Pizzella asked if there was an update on potential property for the Public Services

Building, to which Assistant Village Manager, Jeff Batton reported there is none.

- Councilmember Boesch asked if there was an update on the Morganton Road Realignment timing to which Mr. Batton stated there was no new information.

12. Comments from Attendees.

No public comments were presented.

13. Motion to Adjourn

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to adjourn the regular meeting by a vote of 4-0 at 6:03 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

A videotape of this meeting is located on the Village website: www.vopnc.org
Vision: The Village of Pinehurst is a charming, vibrant community, which reflects our rich history and traditions.
Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.
Values: Service, Initiative, Teamwork, and Improvement

VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF AUGUST 8, 2023
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM

The Pinehurst Village Council held a Work Session Meeting at 6:11 p.m., Tuesday, August 8, 2023, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:
Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Mr. Jeff Morgan, Councilmember
Ms. Lydia Boesch, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk
Mr. Michael Newman, Village Attorney

And approximately 9 attendees, including 7 staff and 1 press

1. **Call to Order.**
Mayor Strickland called the Village Council meeting to order.

2. **Discuss New Sod for Tufts' Park.** ***Moved to Agenda Item 3***
Mr. Batton reported staff planned to use funds in the FY24 budget for patching bare areas in Tufts' Park with sod. He stated after looking at the new sod in Joyce's Meadow, it is the consensus that we should consider sodding all of Tuft's Park ahead of the US Open. He noted that to sod the entire park we would need a budget amendment of $30,000.

Mr. Batton stated that if Council concurs this is a good investment for downtown, we will bring an amendment to the first meeting in September and lay the sod as soon as possible after Labor Day weekend. He noted that if not, we would proceed with patching sod in the bare areas.

Mr. Batton reported the primary conflict in September would be with the Farmer's Market on Wednesdays and Saturdays. He stated the intent would be to shift the Market back into the wood line in Village Green, just beyond the turf in Tufts' Park. He noted the Market runs until October 1 so this shift would be for a maximum of 2 to 3 weeks. He stated he did speak to the Market representatives, and they are comfortable shifting into the tree line if we proceed.

Council consensus was to patch the bald areas and trim back the trees in those areas as much as feasible.

3. **Parks and Recreation DRAFT Comprehensive Master Plan Update Presentation.** ***Moved to Agenda Item 2***
Mr. Mark Wagner reported that consultants with the John R. McAdams Company will present an update of the draft Parks and Recreation Comprehensive Master Plan, which will include results from the public input process and recommendations within the

plan for the next ten-year period. He stated staff and consultants are seeking input from Council tonight, with the intent to bring the final master plan document back on September 12th, seeking Council adoption of the plan.

Jennifer Beedle, Park Planner with McAdams presented an update and refresh on the Planning Process of how their company arrived at their recommendations. She stated the Parks and Recreations Master Plan will allow Village Council to achieve the goals they have for the community. She noted this will provide a 10-year work plan for Pinehurst Parks and Recreation staff. She noted during the community engagement period they were able to reach approximately 500 residents in various forms.

Ms. Beedle reported the process involved included performing an initial assessment of the Village's Park system and then engaging the community through various avenues to gage what they would like to see more/less of in the Village. She presented McAdams' findings of their community needs survey with focus lying on what they deemed Village resident's unmet needs. She reported the residents placed high priority on paved walking trails, pickleball courts, and athletic fields, as well as more indoor and outdoor programs, and special events & festivals. She noted perceived prioritization based on their data marked regional trails and Greenways connectivity as the most pressing. She stated next was promoting health & wellness programming, followed by ensuring affordability to users.

Ms. Beedle presented some options that Council could consider, including parkland and facility expansions, and requested Council provide feedback over the next few weeks in anticipation of completing a final draft for presentation at a future date. Councilmembers provided feedback on conflicting data within the plan, and Mark Wagner, Parks and Recreation Director, provided some clarification that some items and activities listed as recommendations, are already in progress. Mr. Wagner will collect suggestions and further feedback from Council and report out to Ms. Beedle within the next couple of weeks.

4. Other Work Session Business

Mayor John Strickland provided an update on the planned renaming of the Village Hall Council Conference Room and Council discussed developing a Resolution in support of increasing Interbasin allowable water transfers and sending it to our Local Representatives. He noted this is in answer to a recent request from Moore County asking the Village to support this effort.

5. Potential Future Agenda Items

No potential

6. Motion to recess the Work Session and enter a Closed Session

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved at 8:00 PM to recess the work session and enter a closed session pursuant to NCGS §143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease, by a vote of 4-0.

7. Closed Session

A Closed Session pursuant to NCGS §143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

8. Motion to adjourn the Closed Session and re-enter the Work Session

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Boesch, Council unanimously approved to adjourn the Closed Session and re-enter the Work Session at 8:38 pm, by a vote of 4-0.

9. Adjournment.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Morgan, Council unanimously approved to adjourn the work session at 8:40 p.m., by a vote of 4-0.

Respectfully Submitted,

Kelly Chance,
Village Clerk

A videotape of this meeting is located on the Village website: www.vopnc.org
Vision: The Village of Pinehurst is a charming, vibrant community, which reflects our rich history and traditions.
Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.
Values: Service, Initiative, Teamwork, and Improvement

VILLAGE COUNCIL
MINUTES FOR SPECIAL MEETING OF AUGUST 21, 2023
COUNCIL CONFERENCE ROOM
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
09:00 AM

The Pinehurst Village Council held a Special Meeting at 09:00 AM, Monday, August 21, 2023 in the Council Conference Room of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina and via Zoom. The following were in attendance:

Mr. John Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Jeff Morgan, Councilmember
Mr. Jeffrey Sanborn, Village Manager
Ms. Shannon Konstantinou, Acting Village Clerk

And approximately 5 attendees and 1 press.

1. Call to Order.

Mayor Strickland called the meeting to order at 09:00 AM.

Mayor Strickland outlined the meeting procedures to be followed and provided a brief introduction of the candidates to be interviewed.

Councilmember Boesch asked to review the additional four questions proposed by Mayor Pro Tem Pizzella (1. Have you ever attended a VOP Council meeting?, 2. If you have, have you ever spoken during the Public Comments time period?, 3. Have you signed up for the MYVOP app?, and 4. Have you ever applied to be a member of one of the VOP Advisory Boards or Committees in the past?). Concern over whether a negative response to any of the proposed questions would result in a negative view of the Applicant. Mr. Pizzella stated the intention behind the proposed additional questions was not to negatively judge the Applicants should they answer “No” to any of the questions. It was determined to remove the portion of questioning pertaining to the use of the MYVOP app.

Of the agreed upon list of standardized questions, Council agreed Councilmember Morgan would ask question 1, Councilmember Boesch would ask question 2, Mayor Pro Tem Pizzella would ask question 3, and Mayor Strickland would ask questions 4, 5 and 6 (time permitting).

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Morgan, the Special Meeting was recessed at 09:20 AM for a 25-minute break. Approved by a vote of 4-0.

The Special Meeting was reconvened at 09:47 AM.

Mayor Strickland reiterated the meeting procedures to be followed and brief introduction of the candidates to be interviewed.

2. Council Interviewed the Following Candidates:

- Kevin Drum
- Tom Hennie
- Brandon Lankford

All candidates present were asked the following questions:

1) Could you tell us about yourself and what led you to seek this appointment in five minutes or less?

2) Please tell us what skills, abilities, or strengths you would bring to the Council in five minutes or less.

3) We have five minutes allocated for this question. What are you most satisfied and least satisfied with regarding recent Village Council actions and decisions, and why? Have you ever attended a Village Council meeting? Have you ever spoken during the Public Comments time period?

4) We have two minutes allocated for this question. The Village Council has typically scheduled meetings for the second and fourth Tuesday of each month starting at 4:30. Would you foresee any problems with being able to attend all scheduled Council meetings?

5) We have another two minutes allocated for this final question. The appointment is until December 2023. If not selected for this open Council seat, might you consider serving on one of Pinehurst's volunteer boards or commissions? Have you ever applied to be a member of one of the VOP Advisory Boards or Committees in the past?

6) Is there anything else you would like us to consider?

In addition to the previous six questions, Councilmember Boesch asked Mr. Tom Hennie how his time volunteering for the Citizens on Patrol group has given him a unique perspective of life in the Village, and Mayor Pro Tem Pizzella asked Mr. Lankford whether he has viewed Council meetings online.

The Special Meeting was recessed at 10:36 AM for a 10-minute break.

The Special Meeting was reconvened at 10:44 AM.

3. Council Discussion on Candidates Interviewed
Council scored each candidate on a scale of one (1) to three (3) with one (1) being their top choice.

Mayor Strickland: Mr. Drum - 3; Mr. Hennie - 1; Mr. Lankford - 2

Mayor Pro Tem Pizzella: Mr. Drum - 3; Mr. Hennie - 1; Mr. Lankford - 2

Councilmember Boesch: Mr. Drum - 3; Mr. Hennie - 1; Mr. Lankford - 2

Councilmember Morgan: Mr. Drum - 2; Mr. Hennie - 1; Mr. Lankford - 3

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously appointed Mr. Tom Hennie to fill the current vacant Council seat by a vote of 4-0.

4. Motion to Adjourn.
Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to adjourn the special meeting at 11:12 AM.

Respectfully submitted,

Shannon Konstantinou
Acting Village Clerk

DISCUSS AND CONSIDER RESOLUTION 23-42 APPOINTING THOMAS SCHROEDER AS THE CHAIRPERSON TO THE BOARD OF ADJUSTMENT

ADDITIONAL AGENDA DETAILS:

FROM:
Alex Cameron

CC:
Jeff Sanborn

DATE OF MEMO:
9/6/2023

MEMO DETAILS:
Please, see the attached materials relating to this item.

ATTACHMENTS:

	Description
🗋	Resolution 23-42 Appoint Chairperson for BOA (Schroeder)

RESOLUTION #23-42:

A RESOLUTION APPOINTING A CHAIRPERSON FOR THE VILLAGE OF PINEHURST BOARD OF ADJUSTMENT.

THAT WHEREAS, the Village of Pinehurst has established a Planning and Zoning Board and a Board of Adjustment as required by its Development Ordinance and authorized by North Carolina General Statutes 160D-301 and 160D-302; and

WHEREAS, on the 13th day of March, 2012, the Pinehurst Village Council adopted Ordinance #12-10 to amend Chapter 31 of the Pinehurst Municipal Code to combine the Planning and Zoning Board and the Board of Adjustment; and

WHEREAS, the Chairperson seat for the Board of Adjustment needs to be filled as the previous Chairperson's term expired on April 30, 2023; and

WHEREAS, the Village Council of the Village of Pinehurst is desirous of making an appointment to fill the vacant seat of Chairperson of the Board of Adjustment.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 12th day of September, 2023, as follows:

SECTION 1. That the following appointment is hereby made to the Village of Pinehurst Board of Adjustment for the term indicated:

Mr. Thomas Schroeder shall be appointed as Chairperson of the Board of Adjustment, effective September 12, 2023, to serve at the pleasure of the Council until the end of his term on July 31, 2025.

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

THIS RESOLUTION passed and adopted this 12th day of September 2023.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John C. Strickland, Mayor

Attest:

____
Shannon Konstantinou, Acting Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

USGA PRESENTATION

ADDITIONAL AGENDA DETAILS:

A presentation regarding Golf House Pinehurst and the 2024 U.S. Open will be given.

FROM:
Shannon Konstantinou

CC:
Jeff Sanborn

DATE OF MEMO:
9/7/2023

DISCUSS AND CONSIDER UPDATED STATEWIDE MUTUAL AID AGREEMENT

ADDITIONAL AGENDA DETAILS:

FROM:
Carlton Cole

CC:
Jeff Sanborn

DATE OF MEMO:
8/23/2023

MEMO DETAILS:
North Carolina Emergency Management (NCEM), thorough feedback received from stakeholders, has modified the North Carolina Statewide Mutual Aid Agreement. The changes provide flexibility to share resources across jurisdictional boundaries, without the need for a mayoral declaration of a state of emergency. Other changes include added/clarification of definitions, general statute references, updated code of federal regulation (CFR) references, etc.

The updated agreement provided by NCEM is attached for your consideration. We are requesting council to authorize the manager and fire chief to execute the agreement on behalf of the Village.
Thank you in advance for your consideration.

ATTACHMENTS:

	Description
🗋	Statewide Mutual Aid Agreement

2023 STATEWIDE MUTUAL AID AGREEMENT

FOR THE CITY/COUNTY/TOWN OF _______________

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters.

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;

2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;

3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;

4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery.

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1) the North Carolina Division of Emergency Management is delegated the powers and duties from the Governor and Secretary of Public Safety to coordinate the activities of all State agencies for emergency management within the State;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times.

THEREFORE, pursuant to G.S. 166A-19.72 and Article 20 of Chapter 160A, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" include personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident or which may be otherwise be defined in G.S. § 166A-19.3(6).

“Emergency Area” The geographical area covered by a state of emergency.

“Incident” means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this Agreement, the word “incident” includes planned events as well as emergencies and/or disasters of all kinds and sizes.

"Local Emergency Management Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15. It also means any incorporated municipalities emergency management agencies or joint county and incorporated municipalities emergency management agencies.

"Party" means a governmental entity which has adopted and executed this Agreement.

“Planned Event” means an incident that is a scheduled nonemergency activity including but not limited to elections, sporting event, concert, parade. funeral coverage, or fairs.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

“State of Emergency” means a finding that an emergency exists by the Governor or General Assembly acting under the authority in G.S. 166A-19.20 or by a governing body of a county or a municipality, or by a mayor or chair of the board of county commissioners acting under the authority of G.S. 166A.

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own residents. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

(i) Mutual aid and assistance shall not be requested unless Recipient deems its resources are inadequate to respond to an imminent or actual emergency. When Recipient becomes affected by an emergency, incident or planned event and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed up with a notification to the Division of Emergency Management's 24-Hour Watch whether directly, through WebEOC, or through the appropriate Division of Emergency Management Operations Regional Branch. The Division shall maintain a record of the notification.

A. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is needed, imminent, in progress, or has already occurred) and of the damage sustained to date;

2. Services: Identification of the service function(s) for which assistance is needed and the type of assistance needed;

3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;

4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.

6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

B. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Emergency Management Agency

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Emergency Management Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient/Local Emergency Management Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Emergency Management Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;

2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)

3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and

4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Emergency Management Agency, the Local Emergency Management Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Emergency Management Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor or point of contact for equipment only missions. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

2. Maintain daily personnel time records, material records, and a log of equipment hours;

3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with FEMA Public Assistance Guidelines in addition to the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. The Provider may waive some or all requirements for reimbursement, however such an agreement must be documented in the request and/or offer of assistance.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider’s materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred, applicable Office of Management and Budget (OMB) Circulars, state and local laws and regulations.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of the Recipient and Provider Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT/DEPARTMENT OF PUBLIC SAFETY

BY:

Eddie M. Buffaloe, Jr.
Secretary

Department of

Public Safety

Date:

BY:

William C. Ray, Director

Division of Emergency

Management

Date:

LOCAL GOVERNMENT UNIT

By: Witness:

Chief Executive Officer/Local

Government Name:

Title:

Date:

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel/Department of Public Safety

Date:

Attachment 1

List of Authorized Representatives to Contact for Emergency Assistance

The Statewide Mutual Aid Agreement signed by on
authorizes:
to maintain and update the primary and alternative representatives. The primary and alternatives may be updated as needed without the formal re-execution of the Statewide Mutual Aid agreement.

PRIMARY REPRESENTATIVE

NAME:

TITLE:

DAY PHONE: NIGHT PHONE:

CELL PHONE: FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE: NIGHT PHONE:

CELL PHONE: FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE: NIGHT PHONE:

CELL PHONE: FAX:

Q4 UPDATE ON THE STATUS OF THE FY 2023 STRATEGIC OPERATING PLAN

ADDITIONAL AGENDA DETAILS:

FROM:
Matthew McKirahan

CC:
Jeff Sanborn

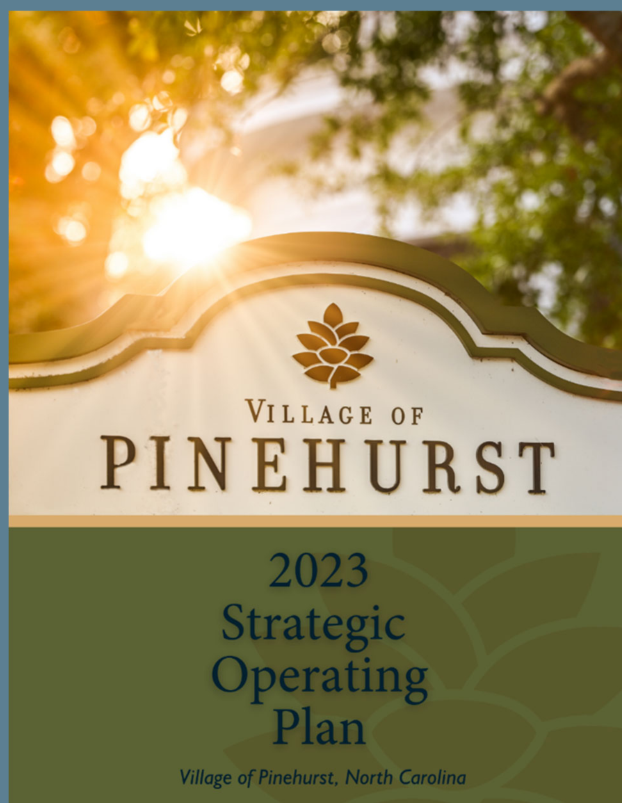
DATE OF MEMO:
8/28/2023

MEMO DETAILS:
This agenda item is to review the update on the status of implementing the FY 2023 Strategic Operating Plan, including this year's Initiative Action Plans (IAPs) through the end of June 30, 2023.

ATTACHMENTS:

	Description
🗋	FY2023 Q4 SOP Update

Village of Pinehurst
Strategic Operating Plan Update
FY 2023



VILLAGE OF PINEHURST | www. vopnc.org

FY 2023 Strategic Operating Plan Overview

Village Council

Each year, the Pinehurst Village Council adopts a Strategic Operating Plan, which indicates the Village's plans to achieve our vision and mission. The Strategic Operating Plan covers the fiscal year that begins on July 1 and includes a five-year financial plan.

Vision, Mission, and Values

The vision is what the Village intends to be, and the mission is what the Village must do to achieve that vision. The Village's core values are the guiding principles and behaviors that embody how Village employees and volunteers are expected to operate as they provide services.

VALUES

Service
Initiative
Teamwork
Improvement

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.

Balanced Scorecard

The Village uses a Balanced Scorecard (BSC) to integrate strategic planning and resource allocation. The BSC contains goals, objectives, and key performance indicators in four perspectives to ensure a balanced approach to evaluating the achievement of organizational strategy:

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

FY 2023 Balanced Scorecard

FY 2023 Goals

The FY 2023 Balanced Scorecard contains 9 strategic goals in the four perspectives.

FY 2023 Areas of Focus

Each balanced scorecard goal has one or more strategic objectives. Strategic objectives indicate how we will achieve the Village goals. In FY 2023, the Village Council identified three strategic objectives as Areas of Focus:

1. Manage development and enforce codes and ordinances
2. Support the business community
3. Provide a safe and effective multi-modal transportation system

FY 2023 Initiative Action Plans (IAPs)

Status of FY 2023 Initiative Action Plans on June 30, 2023

The FY 2023 Strategic Operating Plan includes 5 Initiative Action Plans (IAPs).

IAP Status at 6/30/23		# of IAPs	% of IAPs
In progress; on schedule		2	40%
In progress; NOT on schedule		2	40%
Complete		1	20%
TOTAL		5	100%

Status of FY 2023 Initiative Action Plan Metrics on June 30, 2023

The IAPs include metrics to track how effective the Village is at accomplishing targeted results.

Metrics Projections Met at 6/30/23		# of IAPs	% of IAPs
Achieved projected performance		4	100%
Did not achieve targeted results		0	0%
Begins in the future		0	0%
TOTAL		4	100%

The complete status of the FY 2023 IAPs and an indication if metric projections were achieved in Q4 are indicated in the table attached to this report.

Village of Pinehurst
Initiative Action Plans (IAPs) Quarterly Report
FY 2023

	Goal	IAP Name	IAP Description	FY	Q4 FY 2023 IAP Status: IAP Status	Q4 Comments	IAP Metrics	YTD Actual	YTD Goal
Customer	Promote high quality development and appearance	**Update the Pinehurst Development Ordinance**	Update the Pinehurst Development Ordinance to reflect priorities of the 2019 Comprehensive Plan and changes required by 160d legislation.	FY23-FY24		Initial draft scope of services has been developed. This IAP is marked as “in progress and on schedule” after the Village Council approved an updated timeline as part of the FY 2024 Strategic Operating Plan (FY 2024-2026)	# of PDO sections drafted and presented to Village Council	0	0
		Small Area Plan for the Village Place/Rattlesnake Trail Corridor and Pinehurst South/Hwy5 Commercial Area	The purpose of this IAP is to engage a consultant and develop small area plans for 2 Focus Areas identified in the 2019 Comprehensive Plan. This represents and update and expansion of the previously adopted 2008 New Core Master Plan and a new plan for the Pinehurst South Focus Area 2.	FY23		This IAP was marked complete in Q2.	# of participants who attended meetings or view information on Engage Pinehurst		
		Relocation of the Public Services Complex to allow for redevlopment of Village Place. (6.5)	Purchase or use property aleady owned for purposes of moving the public services facility from its current location to another location to make room for Village Place to develop.	FY23-25		This IAP was marked as “in progress but not on schedule for Q4. Village Council and the Moore County BOC have approved the land swap, so the Juniper Lake site no longer appears to be an option. Staff continue to evaluate potential sites. The FY 2024 Strategic Operating Plan updates this timeline through FY 2028.	No applicable IAP metric identified at this time.		
	Promote active living and cultural opportunities	Retrofit current athletic fields with synthetic turf	Retrofit existing grass athletic fields into synthetic turf at Wicker Park and Cannon Park. Converting fields to synthetic will provide a more durable surface for activities and reduce maintenance costs over the life of the synthetic fields.	FY23-27		Cannon Park Field 1 was completed in April 2023. The next field retrofit is planned for FY 2025. The FY 2024 Strategic Operating Plan updates this timeline through FY 2028.	PR.C.3 % of residents satisfied with the quality of Village parks	99%	95%
		Expand and renovate Given Library/Tufts Archives	The purpose of this IAP is to create and implement a plan to expand and renovate the Givens Library and Tufts Archives.	FY23-27		This IAP was marked as “in progress but not on schedule” for Q4 as staff revisited Task #1—focused on determining a preferred location—after Council directed staff to separate the Library and Archives. Staff believes that the IAP will be back on schedule by the end of Q1 in FY 2024. The FY 2024 Strategic Operating Plan updates this timeline through FY 2028.	% of residents satisfied with Given Memorial Library services (of residents who used the services within the past year)	95%	95%
							% of residents satisfied with Tufts Archives services (of residents who used the services within the past year)	98.6%	95%

IAPs listed in red are FY 2023 Village Council Areas of Focus.

	Key for IAP Status
	In progress; NOT on schedule
	In progress; on schedule
	Completed
	Starts in the future
	Removed IAP and metric
	Key for Metrics
	Did not achieve projected performance
	Achieved projected performance
	Starts in the future

FY 2023-2027 Strategic Objectives

We define strategic objectives as prospects for new or changed services or processes. The Village Council prioritizes the list of strategic objectives identified in the annual Strategic Planning Retreat. Below is a list of OFIs addressing strategic objectives included in the five-year financial forecast (FY 2023-2027).

FY 2023 OFIs that address Strat. Objectives	OFI	Years	Notes
Update the Pinehurst Development Ordinance	IAP	FY23-24	Initial draft scope of services has been developed. This IAP is marked as "in progress and on schedule" after the Village Council approved an updated timeline as part of the FY 2024 Strategic Operating Plan.
Small Area Plan for the Village Place/Rattlesnake Trail Corridor and Pinehurst South/Hwy5 Commercial Area	IAP	FY23	This IAP was marked complete in Q2.
Relocation of the Public Services Complex	IAP	FY23-25	This IAP was marked as "in progress but not on schedule for Q4. Village Council and the Moore County BOC have approved the land swap, so the Juniper Lake site no longer appears to be an option. Staff continue to evaluate potential sites.
Retrofit current athletic fields with synthetic turf	IAP	FY23-27	Cannon Park Field 1 was completed in April 2023. The next field retrofit is planned for FY 2025. The FY 2024 Strategic Operating Plan updates this timeline through FY 2028.
Expand and renovate Given Library/Tufts Archives	IAP	FY23-27	This IAP was marked as "in progress but not on schedule" for Q4 as staff revisited Task #1 –focused on determining a preferred location--after Council directed staff to separate the Library and Archives. Staff believes that the IAP will be back on schedule by the end of Q1 in FY 2024.
Evaluate viability of potential Fair Barn enhancements or improvements	Evaluation	FY23	Currently in progress. Next steps include following up on discussion related to potential items for evaluation.
Evaluate the opportunity to manage single lot residential stormwater through PDO amendments (on-site storage and/or other solutions)	Evaluation	FY23-27	This is tied to Phase II Stormwater Management Master Plan development and will be evaluated as part of that process.
Create a Highway Corridor Overlay ordinance in the PDO to protect critical corridors (2.21)	Project	FY23-24	This is tied to the Comprehensive PDO update. This is currently on hold as we may not end up creating one highway overlay ordinance.
Pursue safety awareness grants through the SRTS program at NCDOT (4.11)	Project	FY23	Continue to monitor notices of funding availability. There may be opportunities related to the multi-modal plan scheduled for FY 2024.
Update the Comprehensive Parks & Recreation Master Plan while considering neighborhood open spaces and amenities (7.1)	Project	FY23	The final draft plan will be presented to Council in August with plan adoption scheduled for Q2.
Evaluate changing stormwater standards from 10-year storm to 25-year storm and other solutions.	Evaluation	FY23	In progress as part of Stormwater Management and Master Plan. Final Draft is expected from consultant in mid-July with a presentation planned to Village Council for September.

(continued) FY 2023 OFIs that address Strat. Objectives	OFI	Years	Notes
Prepare and implement a comprehensive stormwater master plan policy recommendations to identify effective stormwater management strategies. (6.8)	Project	FY23	Final Draft of the entire plan is expected from consultant in mid-July with a presentation planned to Village Council for Q1 or Q2.
Develop an ordinance for stormwater facility maintenance post-construction. (6.10)	Project	FY23	In progress as part of Stormwater Management and Master Plan. Final Draft is expected from consultant in mid-July with a presentation planned to Village Council for Q1 or Q2.
Construct sidewalks, walkways, greenways, and/or bike lanes/paths	Project	FY23-27	Final draft plans were provided by McGill in June for the Pine Vista and McKenzie north extensions. Doug Willardson met with property owners along the routes in June and received their concurrence on the design. Plan is to bid the project in FY24 Q1. Survey work is also intended to be performed on the Juniper Creek and McKenzie Road south sections of sidewalk in FY24 Q1.
Implementation of stormwater improvements (6.9)	Project	FY23-27	Magnolia Road drainage project, which was one of the problem areas noted in our Stormwater Management and Master Plan, began design in Q4. We plan to bid that work out in FY24 Q1. We also have several small drainage projects that we intend to do in FY24 Q1.
Village Place streetscape enhancements	Project	FY23-27	Parking wayfinding signs installed, light bollards and planters ordered. Benches purchased and most placed. Another sample trash receptacle has been ordered.

Future Year OFIs that address Strat. Objectives	OFI	Years	Notes
Evaluate the need for an additional Police Station or substation to meet the increased service needs and demands of residents. (6.7)	Evaluation	FY26	The FY 2024 Strategic Operating Plan adjusts this OFI to FY 2026.
~~Assess whether the community supports an indoor and/or outdoor performing arts venue, and if so, explore options for locations and funding sources. (6.14)~~	~~Evaluation~~	~~FY27~~	This evaluation was removed during the FY2024 Strategic Planning Retreat.
Expand downtown parking facilities	IAP	*5+ years**	The FY 2024 Strategic Operating Plan adjusts this IAP to outside the 5-year planning horizon.
~~Coordinate efforts between Aberdeen, Southern Pines & Pinehurst to expand arts and cultural facilities and experiences in the region. (5.6)~~	~~Project~~	~~FY27~~	This evaluation was removed during the FY2024 Strategic Planning Retreat.
Partner with Moore Co. to relocate the EMS facility	Project	FY25	
Develop West Pinehurst Park and identify potential partners. (7.3)	Project	FY27 *FY28**	The FY 2024 Strategic Operating Plan adjusts this OFI to FY 2028.
Replace lighting at Cannon Park Field 2	Project	FY25	This project was adjusted to included lighting at Cannon Park Field 1 during the FY2024 Strategic Planning Retreat.
~~Evaluate CommunityViz Model to evaluate impact of development (includes 2.10, 2.11, 2.12, 7.14)~~	~~Evaluation~~	~~FY25~~	This evaluation was recommended for removal during the FY 2024 Strategic Operating Plan process.
Pursue public/private development partnerships, issuing Requests for Development Proposals (RFDP), as needed. (2.20)	Evaluation	~~FY24~~ *FY25**	The FY 2024 Strategic Operating Plan adjusts this OFI to FY 2025
Consider a policy to partner with others to promote private, or public, acquisition of historic properties to hold, manage, preserve, restore, and improve properties to promote historic preservation efforts. (1.4)	Evaluation	~~5+ years~~ FY28	The FY 2024 Strategic Operating Plan adjusts this OFI to FY 2028.
Develop *and implement* a Consolidated Multi-Modal Transportation Plan (includes 3.4, 4.8, 4.9, 4.10, 4.12)	IAP	FY24-25 *FY24-28**	The FY 2024 Strategic Operating Plan adds implementation tasks to this IAP and extends the timeline through FY 2028.
Preserve/conserve open space in and around Pinehurst and develop a comprehensive conservation plan for ETJ and update zoning for Focus Area #1	Project	FY24 *FY25**	The FY 2024 Strategic Operating Plan adjusts this OFI to FY 2025.
Consider public/private partnerships to locate artist studios and galleries in the Village Center and Village Place (e.g. Starworks glass blowing) to enhance the character of the Village and expand the arts. (5.9)	Project	FY27	This project was aligned with a strategic opportunity that was removed during the FY2024 Strategic Planning Retreat. This OFI was moved to a departmental OFI in FY 2024 and will be evaluated during the next Comprehensive Plan update.

(Continued) **Future Year OFIs that address Strat. Objectives**	**OFI**	**Years**	**Notes**
Consider expanding the Village's extra-territorial jurisdiction north of NC Highway 211 and west of US Highway 15-501. (2.9)	Project	FY24 *FY25**	The FY 2024 Strategic Operating Plan adjusts this OFI to FY 2025.
Consider enhancements to the pedestrian alleyways in Village Center	Evaluation	FY25	This OFI is part of the downtown amenity plan.
Update the PDO and zoning maps to address planning needs for Focus Area 1	Project	FY24 *FY26**	The FY 2024 Strategic Operating Plan adjusts this OFI to FY 2026.
Address resident street lighting dissatisfaction	Project	FY24-27 *FY24-28**	The FY 2024 Strategic Operating Plan adjusts this OFI through FY 2028.

* Notes an updated timeline.

FY 2023 FINANCIAL STATEMENTS - Q4 UNAUDITED

ADDITIONAL AGENDA DETAILS:

Presentation of the unaudited financial statements as of and for the fiscal year ended June 30, 2023

FROM:

Dana Van Nostrand

CC:

Jeff Sanborn & Senior Leadership

DATE OF MEMO:

9/5/2023

MEMO DETAILS:

Attached are the unaudited financial statements as of and for the fiscal year ended June 30, 2023.

ATTACHMENTS:

Description

- Financial Statements for the Twelve Months Ended 6/30/2023
- Financial Statements Memo 6/30/2023
- Financial Statements Presentation 6/30/2023

VILLAGE OF PINEHURST

FINANCIAL STATEMENTS
(Unaudited)

FOR THE TWELVE MONTHS
ENDED JUNE 30, 2023

Village of Pinehurst
Financial Statements
Table of Contents

Village of Pinehurst
Combined Balance Sheet - All Fund Types
June 30, 2023

	Governmental Fund Type		Account Groups			
	General Fund	Capital Project Fund	General Capital Assets	General Long - Term Debt	Totals June 30, 2023	Totals June 30, 2022
ASSETS						
Cash & investments	$ 19,129,944	$ 1,401,555	$ -	$ -	$ 20,531,499	$ 15,202,924
Restricted cash	-	-	-	-	-	2,652,592
Taxes receivable	14,967	-	-	-	14,967	17,378
Accrued interest receivable on leases	122	-	-	-	122	-
Other receivables	25,846	-	-	-	25,846	11,662
Lease Receivable	32,519	-	-	-	32,519	-
Due from other governmental agencies	2,481,260	-	-	-	2,481,260	2,304,954
Prepaid items	98,579	-	-	-	98,579	71,056
Inventory	52,537	-	-	-	52,537	74,697
Capital assets	-	-	59,609,560	-	59,609,560	56,131,279
Right to use leased assets	-	-	36,123	-	36,123	36,123
Right to use subscription assets	-	-	583,135	-	583,135	-
Amounts to be provided for retirement of general long-term debt	-	-	-	8,815,492	8,815,492	4,114,408
TOTAL ASSETS	$ 21,835,774	$ 1,401,555	$ 60,228,818	$ 8,815,492	$ 92,281,639	$ 80,617,073
LIABILITIES AND FUND EQUITY						
Accounts payable	$ 618,248	$ -	$ -	$ -	$ 618,248	$ 1,078,526
Withholdings & accrued expenses	560,542	-	-	-	560,542	630,777
Lease liabilities	-	-	-	12,897	12,897	24,922
Subscription liabilities	-	-	-	361,158	361,158	-
Accrued vacation	-	-	-	870,527	870,527	846,421
Total pension liability (LEO)	-	-	-	1,440,370	1,440,370	1,635,856
Net pension liability (LGERS)	-	-	-	6,130,540	6,130,540	1,607,209
Deposits	243,083	-	-	-	243,083	313,515
Unearned revenues	-	-	-	-	-	2,648,376
Lease Revenue - Deferred Inflow of resources	30,919	-	-	-	30,919	-
Unavailable revenues	20,918	-	-	-	20,918	19,575
Total Liabilities	1,473,710	-	-	8,815,492	10,289,202	8,805,177
EQUITY						
Investment in general capital assets	-	-	59,609,560	-	59,609,560	56,131,279
Investment in right to use lease assets	-	-	36,123	-	36,123	36,123
Investment in right to use subscription assets	-	-	583,135	-	583,135	-
Fund Balance:						
Nonspendable:						
Inventory	52,537	-	-	-	52,537	74,697
Prepaid items	98,579	-	-	-	98,579	71,056
Lease Revenue	1,722	-	-	-	1,722	-
Restricted:						
General government		-	-	-	-	4,216
Stabilization by state statute	3,067,395	-	-	-	3,067,395	2,893,797
Public safety	19,469	-	-	-	19,469	36,297
Transportation			-	-	-	-
Special Revenue - American Rescue Plan	-	-	-	-	-	-
Committed:						
Cultural and recreation	-	1,401,555	-	-	1,401,555	400,319
Library and Archives	544,777	-	-	-	544,777	544,777
Future Capital	10,572,049	-	-	-	10,572,049	6,942,557
Assigned:						
Designated for expenditures	600,100	-	-	-	600,100	-
Unassigned	5,405,436	-	-	-	5,405,436	4,676,778
Total equity	20,362,064	1,401,555	60,228,818	-	81,992,437	71,811,896
TOTAL LIABILITIES & EQUITY	$ 21,835,774	$ 1,401,555	$ 60,228,818	$ 8,815,492	$ 92,281,639	$ 80,617,073

Village of Pinehurst
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
For the Fiscal Period Ended June 30, 2023

	Annual Budget as of 06/30/2023	Quarterly Budget as of 06/30/2023	YTD as of 06/30/2023	YTD as of 06/30/2022	Current Year Over (Under) Prior Year	% of 2023 Budget Spent / Received YTD
Revenues						
Ad valorem taxes & penalties	$ 12,262,000	$ 12,262,000	$ 12,342,069	12,257,753	$ 84,316	100.65%
Other taxes and licenses	3,800	3,800	5,430	4,755	675	142.89%
Intergovernmental revenues:						
Unrestricted	8,267,100	8,267,100	8,478,949	7,955,501	523,448	102.56%
Restricted	714,919	714,919	715,133	604,104	111,029	100.03%
Permits & fees	924,500	924,500	989,779	944,902	44,877	107.06%
Sales & services	792,900	792,900	878,263	762,888	115,375	110.77%
Other revenues	526,277	526,277	531,642	469,548	62,094	101.02%
Investment earnings	433,000	433,000	719,748	24,570	695,178	166.22%
TOTAL REVENUES	23,924,496	23,924,496	24,661,013	23,024,021	1,636,992	103.08%
Operating Expenditures						
Governing Body	200,300	200,300	160,670	138,585	22,085	80.21%
Administration	1,568,118	1,568,118	1,431,644	1,333,891	97,753	91.30%
Financial Services	845,590	845,590	796,362	787,262	9,100	94.18%
Human Resources	545,210	545,210	460,192	437,849	22,343	84.41%
Police	4,377,733	4,377,733	3,867,131	3,214,349	652,782	88.34%
Fire	3,574,243	3,574,243	3,192,161	3,117,709	74,452	89.31%
Inspections	375,931	375,931	357,935	338,086	19,849	95.21%
Public Services Administration	732,653	732,653	679,381	560,203	119,178	92.73%
Streets & Grounds	1,681,870	1,681,870	1,385,871	1,433,021	(47,150)	82.40%
Powell Bill Funds	1,472,975	1,472,975	1,430,291	1,130,492	299,799	97.10%
Solid Waste	2,113,692	2,113,692	1,967,731	1,901,761	65,970	93.09%
Recreation	2,149,093	2,149,093	2,034,857	1,790,072	244,785	94.68%
Library	608,784	608,784	526,152	294,382	231,770	86.43%
Harness Track	632,635	632,635	581,174	554,972	26,202	91.87%
Fair Barn	396,053	396,053	346,400	297,801	48,599	87.46%
Planning	1,202,350	1,202,350	852,715	839,100	13,615	70.92%
Community Development	150,510	150,510	124,451	127,759	(3,308)	82.69%
Debt Service	161,400	161,400	161,109	11,343	149,766	99.82%
Total Operating Expenditures	22,789,140	22,789,140	20,356,227	18,308,637	2,047,590	89.32%
Capital Outlay Expenditures						
Administration	240,407	240,407	204,730	303,412	(98,682)	85.16%
Financial Services	28,590	28,590	28,439	4,709	23,730	99.47%
Human Resources	30,550	30,550	30,337	-	30,337	99.30%
Police	559,921	559,921	539,359	230,094	309,265	96.33%
Fire	476,479	476,479	436,502	652,547	(216,045)	91.61%
Inspections	57,299	57,299	57,065	-	57,065	99.59%
Public Services Administration	83,046	83,046	82,866	690	82,176	99.78%
Streets & Grounds	1,735,758	1,735,758	581,538	670,088	(88,550)	33.50%
Solid Waste	493,730	493,730	240,509	-	240,509	48.71%
Recreation	1,504,546	1,504,546	1,364,413	412,197	952,216	90.69%
Library	10,293	10,293	10,195	58,020	(47,825)	99.05%
Harness Track	232,381	232,381	230,670	102,345	128,325	99.26%
Fair Barn	35,867	35,867	30,899	-	30,899	86.15%
Planning	279,240	279,240	279,056	767	278,289	99.93%
Community Development	218,460	218,460	2,233	-	2,233	1.02%
Total Capital Outlay Expenditures	5,986,567	5,986,567	4,118,811	2,434,869	1,683,942	68.80%
TOTAL EXPENDITURES [1]	28,775,707	28,775,707	24,475,038	20,743,506	3,731,532	85.05%
REVENUES OVER (UNDER) EXPENDITURES	(4,851,211)	(4,851,211)	185,975	2,280,515	(2,094,540)	

Village of Pinehurst
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
For the Fiscal Period Ended June 30, 2023

	Annual Budget as of 06/30/2023	Quarterly Budget as of 06/30/2023	YTD as of 06/30/2023	YTD as of 06/30/2022	Current Year Over (Under) Prior Year	% of 2023 Budget Spent / Received YTD
Other Financing Sources (Uses)						
Operating transfers in	$ 5,297,720	$ 5,297,720	$ 5,405,038	$ -	$ 5,405,038	102.03%
Operating transfers out	(1,000,000)	(1,000,000)	(1,000,000)	(400,000)	(600,000)	100.00%
Sales of capital assets	20,000	20,000	13,250	34,453	(21,203)	66.25%
Lease liabilities issued	-	-	-	36,123	(36,123)	0.00%
Subscription liabilities issued	518,120	518,120	517,842	-	517,842	99.95%
Total Other Fin. Sources (Uses)	4,835,840	4,835,840	4,936,130	(329,424)	5,265,554	102.07%
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXP AND OTHER FINANCING USES	(15,371)	(15,371)	5,122,105	1,951,091	3,171,014	
Appropriated Fund Balance	15,371	15,371	-	-	-	
NET CHANGE IN FUND BALANCE	$ -	$ -	5,122,105	$ 1,951,091	$ 3,171,014	
FUND BALANCE, JULY 1			15,239,959			
FUND BALANCE, JUNE 30 [2]			$ 20,362,064			

	YTD as of 06/30/2023	% of Total Expenditures
[1] **Total Expenditures by Type**		
Salaries & Benefits	$ 12,656,461	52%
Operating	7,699,766	31%
Capital	4,118,811	17%
Total Expenditures by Type	$ 24,475,038	100%

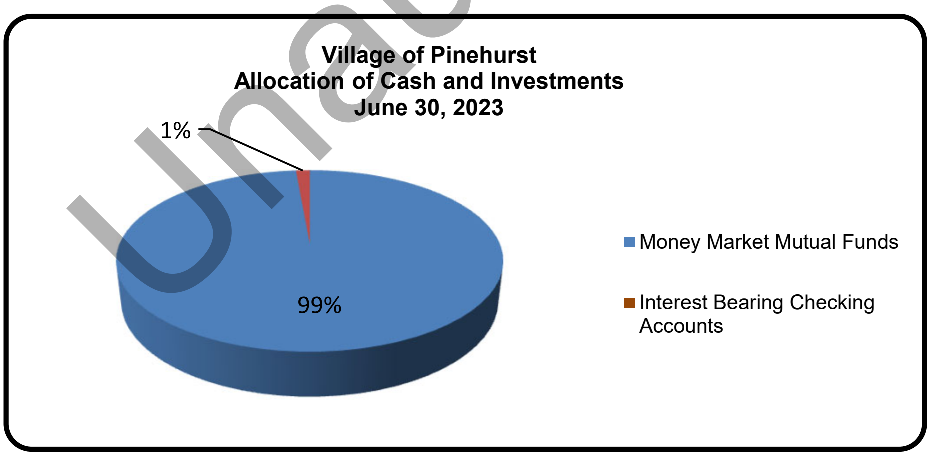
[2] **Fund Balance as a % of Budgeted Expenditures**	
Fund Balance, June 30, 2023	$ 20,362,064
Annual Budgeted Expenditures	28,775,707
Fund balance as a % of Budgeted Expenditures	71%

Village of Pinehurst
Schedule of Cash and Investments
June 30, 2023

Investment	Bond/Bank Ratings	Purchase Date	Maturity Date	Cost
Money Market Mutual Funds				
North Carolina Capital Management Trust - Government Portfolio	AAAm (S&P)			$ 20,245,489
Interest Bearing Checking Accounts				
PNC Bank Operating				285,060
Petty Cash				950
Total Cash and Investments				$ 20,531,499
Total Cash and Investments (same quarter previous year)				$ 17,855,516

Summary of Cash and Investments

Money Market Mutual Funds	$ 20,245,489
Interest Bearing Checking Accounts	285,060
Petty Cash	950
	$ 20,531,499



Village of Pinehurst
Investment Yield Summary

	FY 2022			FY 2023		
	Cash Balance	Investment Earnings	Investment Yield*	Cash Balance	Investment Earnings	Investment Yield*
July	$ 11,280,977	$ 99	0.01%	$ 16,142,428	$ 20,950	1.50%
August	14,394,289	107	0.01%	18,973,465	32,919	2.28%
September	19,266,333	129	0.01%	25,636,101	42,371	2.31%
October	21,547,532	168	0.01%	25,909,852	63,212	2.98%
November	20,976,349	172	0.01%	25,233,554	73,093	3.48%
December	21,049,288	175	0.01%	25,143,347	81,478	3.94%
January	21,477,552	176	0.01%	25,393,383	89,022	4.29%
February	21,429,548	162	0.01%	25,371,186	84,979	4.07%
March	20,195,845	1,337	0.08%	23,797,873	94,462	4.67%
April	19,271,130	3,355	0.21%	22,095,420	89,183	4.73%
May	17,988,540	8,958	0.59%	21,434,430	90,696	5.07%
June	17,855,516	14,267	0.97%	20,531,499	84,464	4.90%
Average	$ 18,894,408	$ 29,105	0.15%	$ 22,971,878	$ 846,829	3.69%

* Investment yield is presented on an accrual basis.

Village of Pinehurst
Schedule of Budget Amendments - General Fund
For the Fiscal Period Ended June 30, 2023

	Original FY 2023 Budget	Amended * Qtr Ended 9/30/2022	Amended Qtr Ended 12/31/2022	Amended Qtr Ended 3/31/2023	Amended Qtr Ended 6/30/2023	Total Amendments	Amended FY 2023 Budget
REVENUES							
Ad valorem taxes	$ 12,176,000	$ -	$ -	$ 86,000	$ -	$ 86,000	$ 12,262,000
Other taxes and licenses	3,800	-	-	-	-	-	3,800
Unrestricted Intergov't Revenues	7,736,100	-	-	531,000	-	531,000	8,267,100
Restricted Intergov't Revenues	635,100	50,000	-	29,819	-	79,819	714,919
Permits & Fees	924,500	-	-	-	-	-	924,500
Sales & Services	767,900	-	-	25,000	-	25,000	792,900
Other Revenues	435,980	37,875	-	72,422	-	110,297	546,277
Investment Income	133,000	-	-	300,000	-	300,000	433,000
Other Financing Sources	4,286,720	1,011,000	-	-	(481,880)	529,120	4,815,840
Appropriated Fund Balance	-	978,373	70,000	(1,033,002)	-	15,371	15,371
TOTAL REVENUES	**$ 27,099,100**	**$ 2,077,248**	**$ 70,000**	**$ 11,239**	**$ (481,880)**	**$ 1,676,607**	**$ 28,775,707**
OPERATING EXPENDITURES							
Governing Body	150,300	-	50,000	-	-	50,000	200,300
Administration	1,571,720	19,024	-	-	(22,626)	(3,602)	1,568,118
Financial Services	856,340	(1,800)	-	-	(8,950)	(10,750)	845,590
Human Resources	617,010	3,500	-	(65,000)	(10,300)	(71,800)	545,210
Police	4,148,000	188,131	140,000	(13,983)	(84,415)	229,733	4,377,733
Fire	3,481,470	43,227	-	65,240	(15,694)	92,773	3,574,243
Inspections	380,210	-	-	-	(4,279)	(4,279)	375,931
Public Services Administration	635,110	85,090	-	17,500	(5,047)	97,543	732,653
Streets & Grounds	1,670,350	12,020	20,000	(17,500)	(3,000)	11,520	1,681,870
Powell Bill	1,300,100	172,875	-	-	-	172,875	1,472,975
Solid Waste	2,069,430	13,762	-	32,000	(1,500)	44,262	2,113,692
Planning	1,052,510	205,910	-	-	(56,070)	149,840	1,202,350
Community Development	151,260	-	-	-	(750)	(750)	150,510
Recreation	2,147,020	40,376	(38,000)	6,000	(6,303)	2,073	2,149,093
Library	605,170	(2,500)	-	9,222	(3,108)	3,614	608,784
Harness Track	603,260	21,000	-	11,000	(2,625)	29,375	632,635
Fair Barn	398,940	-	-	-	(2,887)	(2,887)	396,053
Debt Service	-	12,500	-	-	148,900	161,400	161,400
Total Operating Expenditures	21,838,200	813,115	172,000	44,479	(78,654)	950,940	22,789,140
CAPITAL EXPENDITURES							
Administration	145,198	15,183	20,000	-	60,026	95,209	240,407
Financial Services	780	-	-	-	27,810	27,810	28,590
Human Resources	1,040	-	-	-	29,510	29,510	30,550
Police	710,351	(125,000)	(140,000)	-	114,570	(150,430)	559,921
Fire	176,130	292,750	-	(33,240)	40,839	300,349	476,479
Inspections	25,520	25,000	-	-	6,779	31,779	57,299
Public Services Administration	353,122	-	-	(282,638)	12,562	(270,076)	83,046
Streets & Grounds	1,168,110	277,000	-	282,638	8,010	567,648	1,735,758
Solid Waste	269,730	220,000	-	-	4,000	224,000	493,730
Planning	1,820	8,000	-	-	269,420	277,420	279,240
Community Development	260	216,200	-	-	2,000	218,200	218,460
Recreation	1,323,728	159,000	18,000	-	3,818	180,818	1,504,546
Library	1,003,375	-	-	-	(993,082)	(993,082)	10,293
Harness Track	51,256	176,000	-	-	5,125	181,125	232,381
Fair Barn	30,480	-	-	-	5,387	5,387	35,867
Total Capital Expenditures	$ 5,260,900	$ 1,264,133	$ (102,000)	$ (33,240)	$ (403,226)	$ 725,667	$ 5,986,567
TOTAL EXPENDITURES	**$ 27,099,100**	**$ 2,077,248**	**$ 70,000**	**$ 11,239**	**$ (481,880)**	**$ 1,676,607**	**$ 28,775,707**
Amended Budget as a % of Original Budget		107.7%	107.9%	108.0%	106.2%		

* Includes $1,437,173 that was reappropriated from FY 2022.

Village of Pinehurst
Schedule of Fair Barn Revenues and Expenditures
For the Fiscal Period Ended June 30, 2023

	Annual Budget as of 6/30/2023	Quarterly Budget as of 6/30/2023	Actual 6/30/2023	YTD as of 6/30/2022	Current Year Over (Under) Prior Year	% of 2023 Budget Spent / Received YTD
Fair Barn						
Revenues	$ 255,000	$ 255,000	$ 408,107	$ 334,956	$ 73,151	160.04%
Expenditures						
Operating	396,053	396,053	346,400	297,801	48,599	87.46%
Capital	31,867	31,867	30,899	-	30,899	96.96%
	427,920	427,920	377,299	297,801	79,498	88.17%
Net Before Discounts	(172,920)	(172,920)	30,808	37,155	(6,347)	-17.82%
Event Revenue Discounts			(112,733)	(75,174)	(37,559)	
Net After Discounts	$ (172,920)	$ (172,920)	$ (81,925)	$ (38,019)	$ (43,906)	47.38%
Operating Revenues as a % of Operating Expenditures - **Before Discounts**	64%	64%	118%	112%		
Operating Revenues as a % of Operating Expenditures - **After Discounts**	64%	64%	85%	87%		
Target			95%			

Village of Pinehurst
Schedule of Harness Track Revenues and Expenditures
For the Fiscal Period Ended June 30, 2023

	Annual Budget as of 6/30/2023	Quarterly Budget as of 6/30/2023	Actual 6/30/2023	YTD as of 6/30/2022	Current Year Over (Under) Prior Year	% of 2023 Budget Spent / Received YTD
Harness Track						
Revenues	$ 211,700	$ 211,700	$ 213,926	$ 206,931	$ 6,995	101.05%
Expenditures						
Operating	632,635	632,635	581,174	554,972	26,202	91.87%
Capital	228,381	228,381	230,670	102,345	128,325	101.00%
	861,016	861,016	811,844	657,317	154,527	94.29%
Net Before Discounts	(649,316)	(649,316)	(597,918)	(450,386)	(147,532)	92.08%
Event Revenue Discounts			-	-	-	
Net After Discounts	$ (649,316)	$ (649,316)	$ (597,918)	$ (450,386)	$ (147,532)	92.08%
Operating Revenues as a % of Operating Expenditures - **Before Discounts**	33%	33%	37%	37%		
Operating Revenues as a % of Operating Expenditures - **After Discounts**	33%	33%	37%	37%		
Target			47%			

Village of Pinehurst
American Rescue Plan Act Special Revenue Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
From Inception and for the Fiscal Period Ended June 30, 2023

		Actual		
	Project Budget	Prior Years	Current Year	Total To Date
Revenues				
Restricted intergovernmental:				
Grant revenue	$ 5,296,752	$ -	$ 5,296,752	$ 5,296,752
Investment earnings	108,286	4,216	104,070	108,286
TOTAL REVENUES	5,405,038	4,216	5,400,822	5,405,038
Other Financing Sources (Uses)				
Transfer to General Fund	(5,405,038)	-	(5,405,038)	(5,405,038)
TOTAL OTHER FIN. SOURCES (USES)	(5,405,038)	-	(5,405,038)	(5,405,038)
REVENUES OVER (UNDER) EXPENDITURES	-	4,216	(4,216)	-
NET CHANGE IN FUND BALANCE	$ -	$ 4,216	(4,216)	$ -
FUND BALANCE, JULY 1			4,216	
FUND BALANCE, JUNE 30			$ -	

Village of Pinehurst
Library Expansion Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
From Inception and for the Fiscal Period Ended June 30, 2023

	Project Budget	Actual Prior Years	Actual Current Year	Actual Total To Date
Revenues				
Investment earnings	$ 20,000	$ 319	$ 23,011	$ 23,330
TOTAL REVENUES	20,000	319	23,011	23,330
Expenditures				
Design costs	400,500	-	21,775	21,775
Construction costs	1,019,500	-		-
TOTAL EXPENDITURES	1,420,000	-	21,775	21,775
REVENUES OVER (UNDER) EXPENDITURES	(1,400,000)	319	1,236	1,555
Other Financing Sources (Uses)				
Transfer from General Fund	1,400,000	400,000	1,000,000	1,400,000
TOTAL OTHER FIN. SOURCES (USES)	1,400,000	400,000	1,000,000	1,400,000
NET CHANGE IN FUND BALANCE	$ -	$ 400,319	1,001,236	$ 1,401,555
FUND BALANCE, JULY 1			400,319	
FUND BALANCE, JUNE 30			$ 1,401,555	

Village of Pinehurst
Schedule of Interfund Transfers
For the Fiscal Period Ended June 30, 2023

	Budgeted		Actual	
	Transfers In	Transfers Out	Transfers In	Transfers Out
General Fund Transfers:				
American Rescue Plan Act Special Revenue Fund	$ 5,405,038	$ -	$ 5,405,038	$ -
Library Expansion Capital Project Fund	-	1,000,000	-	1,000,000
American Rescue Plan Act Special Revenue Fund	-	5,405,038	-	5,405,038
Library Expansion Capital Project Fund	1,000,000	-	1,000,000	-
	$ 6,405,038	$ 6,405,038	$ 6,405,038	$ 6,405,038

Village of Pinehurst
Schedule of Capital Outlay by Function and Activity - General Fund
For the Fiscal Period Ended June 30, 2023

	Annual Budget	YTD Budget	YTD Expenditures	Remaining Balance
Land				
Public Services Administration	$ 67,362	$ 67,362	$ 67,362	$ -
Streets & Grounds	200,000	200,000	75,183	124,817
Recreation	1,484,000	1,484,000	1,344,072	139,928
Harness Track	134,900	134,900	134,881	19
Community Development	216,200	216,200	-	216,200
	2,102,462	2,102,462	1,621,498	480,964
Buildings and Grounds				
Administration	31,883	31,883	1,826	30,057
Police	75,000	75,000	68,333	6,667
Fire	283,250	283,250	266,796	16,454
Harness Track	88,600	88,600	86,971	1,629
	478,733	478,733	423,926	54,807
Equipment and Furniture				
Administration	152,118	152,118	146,587	5,531
Financial Services	780	780	693	87
Human Resources	1,040	1,040	924	116
Police	30,974	30,974	25,410	5,564
Fire	140,682	140,682	126,660	14,022
Inspections	520	520	462	58
Public Services Administration	1,602	1,602	1,424	178
Streets & Grounds	162,710	162,710	157,162	5,548
Solid Waste	24,730	24,730	20,596	4,134
Library	850	850	755	95
Recreation	1,720	1,720	1,517	203
Harness Track	627	627	560	67
Fair Barn	26,627	26,627	21,655	4,972
Planning	10,320	10,320	10,173	147
Community Development	260	260	231	29
	555,560	555,560	514,809	40,751
Vehicles				
Administration	8,676	8,676	8,676	-
Police	340,592	340,592	332,270	8,322
Fire	12,502	12,502	3,002	9,500
Inspections	52,779	52,779	52,599	180
Public Services Administration	2,067	2,067	2,067	-
Streets & Grounds	82,400	82,400	81,346	1,054
Solid Waste	465,000	465,000	215,909	249,091
Library	3,433	3,433	3,433	-
Recreation	6,811	6,811	6,811	-
Harness Track	4,254	4,254	4,254	-
Fair Barn	5,240	5,240	5,240	-
	983,754	983,754	715,607	268,147
Infrastructure				
Streets & Grounds	1,282,638	1,282,638	259,838	1,022,800
	1,282,638	1,282,638	259,838	1,022,800
Right to Use Assets				
Administration	47,730	47,730	47,641	89
Financial Services	27,810	27,810	27,746	64
Human Resources	29,510	29,510	29,413	97
Police	113,355	113,355	113,346	9
Fire	40,045	40,045	40,044	1
Inspections	4,000	4,000	4,004	(4)
Public Services Administration	12,015	12,015	12,013	2
Streets & Grounds	8,010	8,010	8,009	1
Solid Waste	4,000	4,000	4,004	(4)
Library	6,010	6,010	6,007	3
Recreation	12,015	12,015	12,013	2

		Annual Budget		YTD Budget		YTD Expenditures		Remaining Balance
Harness Track		4,000		4,000		4,004		(4)
Fair Barn		4,000		4,000		4,004		(4)
Planning		268,920		268,920		268,883		37
Community Development		2,000		2,000		2,002		(2)
		583,420		583,420		583,133		287
Total	$	5,986,567	$	5,986,567	$	4,118,811	$	1,867,756

% of Capital Outlay Budget Expended 68.80%

Note: This Schedule includes Fleet Maintenance, Buildings & Grounds and Information Technology Capital Outlays allocated to the respective departments. Any overexpenditure of budget is covered by available budget in other line items within that department's appropriation.

Village of Pinehurst
Schedule of Fund Balance - General Fund
June 30, 2023

	Fund Balance at 06/30/2023	Fund Balance at 06/30/2022
General Fund		
Nonspendable:		
Inventory	$ 52,537	$ 74,697
Prepaid Items	98,579	71,056
Lease Revenue	1,722	-
Restricted:		
Stabilization by State Statute	3,067,395	2,893,797
Public Safety	19,469	36,297
Committed:		
Library and Archives	544,777	544,777
Future Capital	10,572,049	6,942,557
Assigned		
Subsequent year's expenditures	600,100	-
Unassigned	5,405,436	4,676,778
	$ 20,362,064	$ 15,239,959

Village of Pinehurst
Schedule of General Long-Term Debt
June 30, 2023

	Balance at 06/30/2023	Balance at 06/30/2022	Increase (Decrease)
Lease Liabilities	$ 12,897	$ 24,922	$ (12,025)
Subscription Liabilities	361,158	-	361,158
Total Pension Liability (LEO) *	1,440,370	1,635,856	(195,486)
Net Pension Liability (LGERS) *	6,130,540	1,607,209	4,523,331
Accumulated Vacation	870,526	846,421	24,105
	8,815,491	4,114,408	4,701,083
	$ 8,815,491	$ 4,114,408	$ 4,701,083

* Based on an independent annual actuarial valuation

Village of Pinehurst
Schedule of Ad Valorem Property Tax Collections
For the Fiscal Period Ended June 30, 2023

Real and Personal

	For the Fiscal Period Ended June 30, 2023			For the Fiscal Period Ended June 30, 2022		
Tax Year	Budgeted Collections	Gross Collections	% Collected Through 06/30/2023	Budgeted Collections	Gross Collections	% Collected Through 06/30/2022
Third Prior Year	$ -	$ 3,074	100.00%	$ -	$ 830	100.00%
Second Prior Year	-	1,571	100.00%	-	1,229	100.00%
First Prior Year	5,000	6,364	127.28%	5,000	4,451	89.02%
Current Year	11,347,000	11,403,734	100.50%	11,386,000	11,393,019	100.06%
	$ 11,352,000	$ 11,414,743	100.55%	$ 11,391,000	$ 11,399,529	100.07%

Motor Vehicles

	For the Fiscal Period Ended June 30, 2023			For the Fiscal Period Ended June 30, 2022		
Tax Year	Budgeted Collections	Gross Collections	% Collected Through 06/30/2023	Budgeted Collections	Gross Collections	% Collected Through 06/30/2022
Third Prior Year	$ -	$ -	0.00%	$ -	$ -	0.00%
Second Prior Year	-	-	0.00%	-	-	0.00%
First Prior Year	-	-	0.00%	-	-	0.00%
Current Year	910,000	932,048	102.42%	850,000	851,934	100.23%
	$ 910,000	$ 932,048	102.42%	$ 850,000	$ 851,934	100.23%
TOTAL	$ 12,262,000	$ 12,346,791	100.69%	$ 12,241,000	$ 12,251,463	100.09%

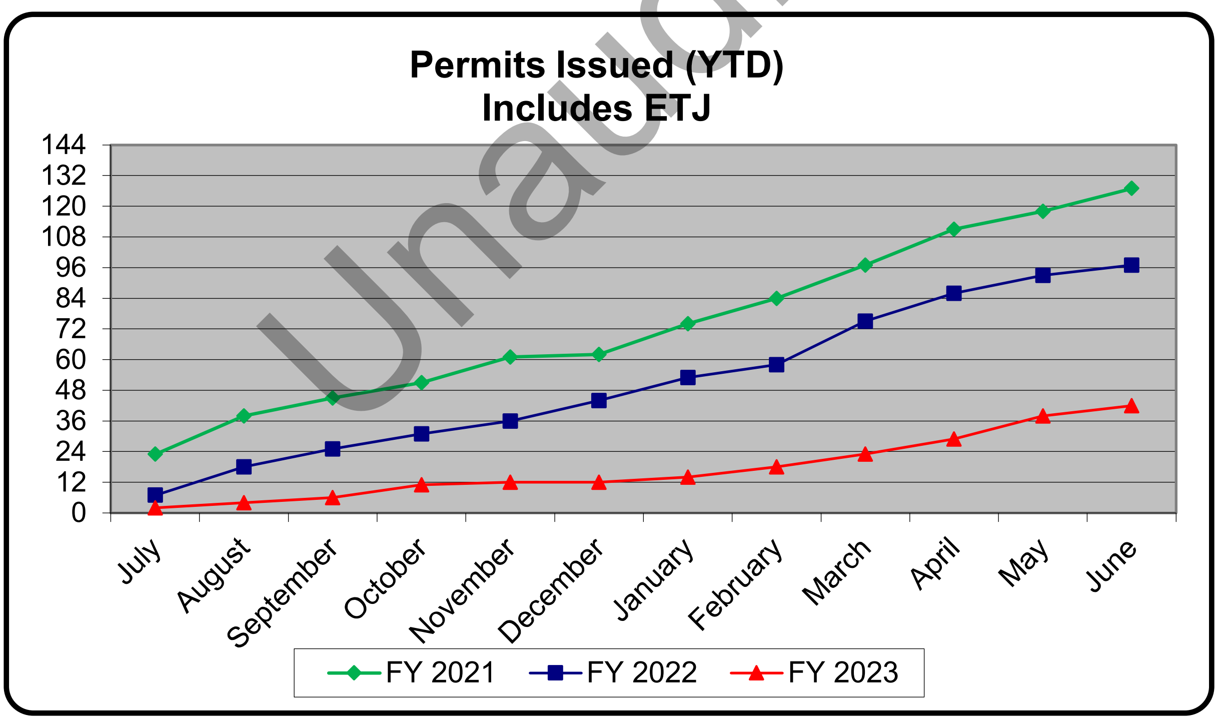
Village of Pinehurst
Schedule of Ad Valorem Property Tax Levy
For the Fiscal Period Ended June 30, 2023

	Property Valuation			
	For the Fiscal Period Ended June 30, 2023	For the Fiscal Period Ended June 30, 2022	Dollar Increase (Decrease)	Percentage Increase (Decrease)
Real & Personal	$ 3,680,724,271	$ 3,619,172,092	$ 61,552,179	1.70%
Motor Vehicles	299,161,674	272,728,305	26,433,369	9.69%
	$ 3,979,885,945	$ 3,891,900,397	$ 87,985,548	2.26%

	Levy			
	For the Fiscal Period Ended June 30, 2023	For the Fiscal Period Ended June 30, 2022	Dollar Increase (Decrease)	Percentage Increase (Decrease)
Real & Personal	$ 11,412,341	$ 11,402,048	$ 10,293	0.09%
Motor Vehicles	930,635	850,711	79,924	9.39%
	$ 12,342,976	$ 12,252,759	$ 90,217	0.74%
Current levy collection percentage	99.93%	99.93%		

Village of Pinehurst
Residential Building Permits - Includes ETJ

	FY 2021		FY 2022		FY 2023		Construction
	# of Permits Issued	Est. Construction Costs	# of Permits Issued	Est. Construction Costs	# of Permits Issued	Est. Construction Costs	Costs Percentage Change YTD
July	23	$ 5,718,524	7	$ 2,564,160	2	$ 1,374,067	-46.41%
August	15	3,078,264	11	2,497,720	2	250,000	-67.92%
September	7	2,673,000	7	1,735,473	2	1,781,032	-49.91%
October	6	1,307,750	6	4,424,927	5	1,928,099	-52.48%
November	10	1,953,891	5	4,238,749	1	-	-65.51%
December	10	3,319,997	8	4,134,890	-	-	-72.78%
January	12	4,567,500	9	4,291,865	2	1,484,590	-71.46%
February	10	4,785,880	5	1,903,000	4	2,352,000	-64.45%
March	13	6,219,340	17	5,049,597	5	1,550,950	-65.24%
April	14	3,723,799	11	3,646,072	6	862,779	-66.41%
May	7	4,181,579	7	2,878,150	9	2,482,645	-62.35%
June	9	2,533,541	4	1,137,453	4	2,486,900	-57.01%
YTD	136	$ 44,063,065	97	$ 38,502,056	42	$ 16,553,062	



Dana Van Nostrand
395 Magnolia Road
Pinehurst, NC 28374
Phone: 910-295-8646
Fax: 910-295-4434
e-mail: dvannostrand@vopnc.org

Memo

To: Village Council

From: Dana Van Nostrand

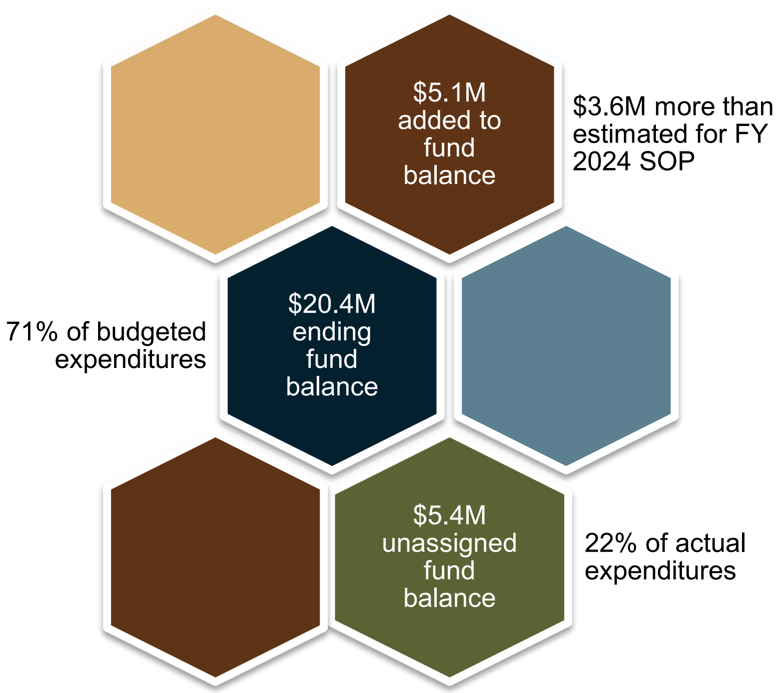
CC: Jeff Sanborn & Senior Leadership

Date: September 1, 2023

Re: Financial Statements for the Fiscal Year Ended June 30, 2023

Executive Summary:

Attached are the unaudited financial statements for the fiscal year ended June 30, 2023. The Village ended the fiscal year in a strong financial position with our fund balance higher than projected for the FY 2024 Strategic Operating Plan (SOP) and in compliance with Council's fund balance policy requirements. These results, combined with our robust performance management system, position us well to carry out the objectives outlined in the FY 2024 SOP, including the five-year financial forecast.



Revenues exceeded budget by $737 thousand and expenditures were $4.3 million below budget. Out of the $4.3 million expenditure surplus, $1.9 million was reappropriated to be spent in FY 2024. The FY 2023 results confirm the estimated budget-to-actual variance assumptions used in preparing the SOPs continue to be achieved and are a valid basis for our projections. Management and staff are diligent in their spending and budget monitoring and consistently adhere to the Village's policies and procedures. The Village ended the year with $20.5 million in cash and investments.

Financial Position:

General Fund

The Village's General Fund revenues grew by $1.6 million over FY 2022 and exceeded the FY 2023 budget by $737 thousand. In addition, our operating expenditures were $2.4 million below budget and capital outlays were $1.9 million below budget, adding $5.1 million to fund balance in FY 2023. Of this amount, $1.9 million was approved for reappropriation in FY 2024, yielding a net increase in fund balance of $3.2 million. The net income is significantly higher than prior year's of nearly $2 million due to the $5.4 million transfer from the ARPA special revenue fund into the General Fund in FY 2023.

Amounts in thousands	**FY 2023 Budget**	**FY 2023 Actual**	**Over (Under) Budget**	**FY 2022 Actual**	**Current Year Over (Under) Prior Year**
Total revenues	**$ 23,924**	**$ 24,661**	**$ 737**	**$ 23,024**	**$ 1,637**
Operating expenditures	22,789	20,356	(2,433)	18,309	2,047
Capital outlays	5,986	4,119	(1,867)	2,435	1,684
Total expenditures	**$ 28,775**	**$ 24,475**	**$ (4,300)**	**$ 20,744**	**$ 3,731**
Revenues over (under) expenditures	**$ (4,851)**	**$ 186**	**$ 5,037**	**$ 2,280**	**$ (2,094)**
Other financing sources	$ 5,836	$ 5,936	$ 100	$ 71	$ 5,865
Other financing uses	(1,000)	(1,000)	-	(400)	(600)
Appropriated fund balance	15	-	(15)	-	-
Change in fund balance	**$ -**	**$ 5,122**	**$ 5,122**	**$ 1,951**	**$ 3,171**
Beginning fund balance		$ 15,240		$ 13,289	$ 1,951
Ending fund balance		**$ 20,362**		**$ 15,240**	**$ 5,122**

The Village's Fund Balance Policy contains three key provisions designed to preserve the Village's working capital (cash flow) and prepare us for emergencies and opportunities that may arise:

- When preparing the General Fund budget, anticipated ending total fund balance should be at least 30% of budgeted expenditures;
- Unassigned General Fund fund balance as reported in the Annual Comprehensive Financial Report (ACFR) should be greater than 15% of actual General Fund expenditures reported in the ACFR; and
- When total fund balance reported in the ACFR is in excess of 40% of actual General Fund expenditures, Council may commit excess fund balance for future capital needs.

Ending General Fund fund balance for fiscal year 2023 was $20.4 million, which was higher than estimated when preparing the FY 2024 budget. This is due to higher than estimated budget-to-actual variance for several reasons explained in the Revenues & Expenditures section below. The Village's General Fund fund balance was 71% of budgeted expenditures, compared to 61% the previous year, which is above the policy minimum of 30%. This means the projected ending fund balance included in the FY 2024 SOP is still a reasonable target and the Village has the resources planned in the SOP.

Amounts in thousands	**Estimated June 30, 2023**	**Actual June 30, 2023**	**Over (Under) Estimate**
Beginning fund balance	$ 15,240	$ 15,240	
Change in fund balance*	1,467	5,122	
Ending fund balance	$ 16,707	$ 20,362	$ 3,655
Less reappropriations			(1,938)
Net addition to fund balance compared to estimate			$ 1,717
Fund balance as a % of budgeted expenditures	57%	71%	14%

* Estimated change in fund balance from the FY 2024 SOP includes an assumed budget-to-actual variance for revenues and expenditures.

Fund balance is reported in various classifications in the ACFR. The table below shows the trend of the General Fund fund balance over the last three years. The Village has intentionally been building up fund balance reserves in anticipation of major capital projects, primarily the library and archives. The General Fund fund balance has increased nearly $7.1 million from June 30, 2021 to June 30, 2023, with the most notable increase in the amount committed by Council for future capital. The unassigned fund balance is 22% of FY 2023 actual expenditures which is above the policy minimum of 15%.

Amounts in thousands	**As of June 30**		
	2023	**2022**	**2021**
Nonspendable	$ 153	$ 146	$ 99
Restricted	3,087	2,930	2,664
Committed[1]	11,117	7,487	5,103
Assigned[2]	600	-	2,531
Unassigned	5,405	4,677	2,892
Total fund balance	$ 20,362	$ 15,240	$ 13,289
% Increase from prior year	34%	15%	18%
Unassigned fund balance as a % of actual expenditures	22%	23%	15%

[1] Committed fund balance as of June 30, 2023 consists of $10,572 for future capital and $545 for Library and Archives.

[2] Assigned fund balance is the fund balance appropriation budgeted in FY 2024.

Library Expansion Capital Project Fund

In FY 2023 Council approved the transfer of $1.0 million from the General Fund to the Library Expansion Capital Project Fund (LECPF), bringing the cumulative funding in the LECPF to $1.4 million plus $23 thousand in investment earnings. Design expenditures started in FY 2023, totaling $22 thousand and activity on this project is ramping up in FY 2024. In addition to the $1.4 million of fund balance in the LECPF, there is $545 thousand of fund balance in the General Fund that is committed for the Library and Archives, bringing the total funding committed for the Library and Archives to $1.9 million. The $545 thousand is the unspent balance remaining from the $1.0 million commitment for Given Memorial Library & Tufts Archives building and other operational improvements made in Resolution 21-10 in accordance with the agreement with the Given Memorial Library/Tufts Archives Board.

Cash & Investments

The Village's total cash and investment balances increased by $2.7 million, or 15%, compared with the previous year, primarily due to the receipt of the second ARPA payment of $2.6 million in FY2023. Of the $20.5 million in cash and investments on June 30, 2023, $20.2 million, or 99%, was held in the North Carolina Capital Management Trust (NCCMT) Government Portfolio. The cash and investments yielded 3.69% in fiscal year 2023. This is a significant improvement compared to the fiscal year 2022 yield of 0.15% as interest rates have risen.

Debt

The Village had no installment purchase debt outstanding as of June 30, 2023. In FY 2023, we implemented Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based IT Arrangements*, which requires us to report certain software subscription agreements as financings with the subscription payments reported as debt service principal and interest. This is similar to the treatment of the Village's copier and postage machine leases under GASB Statement No. 87, *Leases*. The total debt service payments in FY 2023 for the leases and subscriptions were $161 thousand, or 0.67% of actual expenditures.

Capital Assets

Capital investments (net) of $3.5 million during the year increased the Village's total capital assets to $56.6 million. The most significant additions were:

- Cannon Park turf field – $1.2 million
- Harness Track paddock improvements – $115 thousand
- Fire station storage building – $274 thousand
- Street sweeper – $141 thousand
- Fire SCBA air packs – $113 thousand
- Garbage truck – $216 thousand
- Five pickup trucks – $172 thousand
- Six police vehicles – $328 thousand
- Winged Foot Road and associated right of way and sidewalks (donated) – $320 thousand

The undepreciated value of the Village's depreciable assets (excluding land and construction in progress) is 45% of their original cost remaining which is consistent with prior years. This consistency demonstrates the Village is replacing assets on a reasonable basis and is not allowing them to significantly age beyond their useful life.

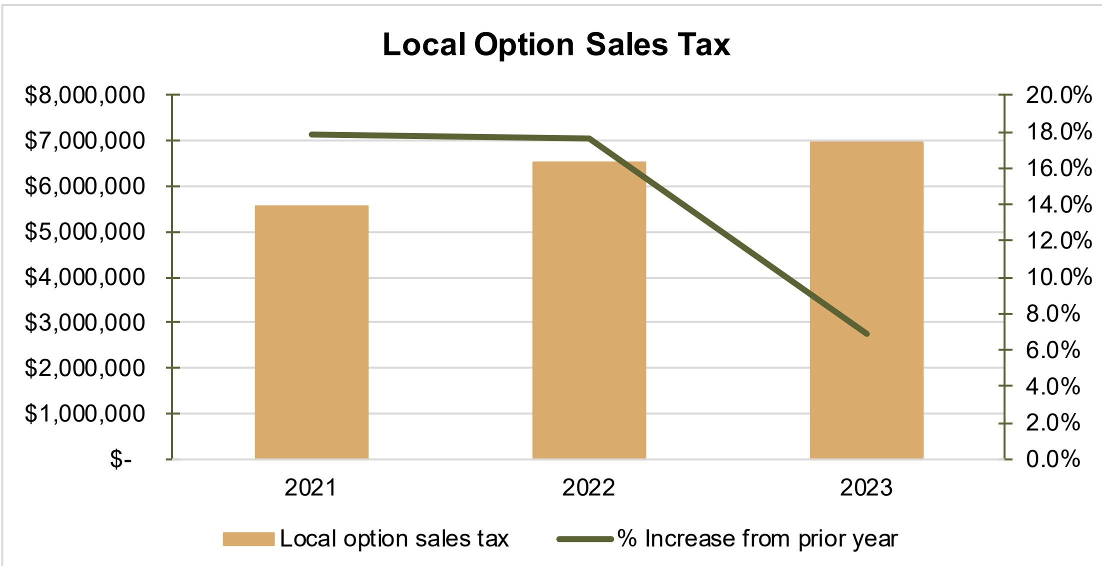
As of June 30, 2023, the Village has $457 thousand in right-to-use assets which represent the unamortized value of the lease and subscription assets the Village is using under certain agreements subject to GASB Statements No. 87 and 96.

Revenues & Expenditures:

General fund revenues were $736 thousand, or 3.0%, above the amended FY 2023 budget. The FY 2023 fund balance projection anticipated 1% more in actual revenues than budgeted so this target was achieved. Investment income was the primary driver in exceeding the revenue budget projections.

Property tax revenues were $80 thousand above budget. Our collection rate remains very high at 99.93%.

Local option sales taxes of nearly $7.0 million were $117 thousand, or 1.7%, ahead of the FY 2023 budget and $448 thousand, or 6.9% greater than last year. While we are continuing to see sales tax revenue growth year-over-year, the growth is slowing compared to the double-digit increases seen the last few years (over 17% in FY 2022 and FY 2021). The NCLM anticipated FY 2023 statewide average sales tax growth to be 11.0% over FY 2022 in its March 2023 projections. This is higher than the actual statewide average growth of 8.34%. Moore County's growth of 8.25% was in line with the average. The decline in growth is consistent with economic signs of potential recession. Budgeted FY 2024 local option sales tax revenues are a 4.7% increase over the FY 2023 actuals which seems reasonable. We will re-evaluate our sales tax revenue estimates during the FY 2024 mid-year amendment process and make any necessary budget adjustments at that time.



Investment income totaling $720 thousand was $287 thousand, or 66.2%, above the budget. This was driven by higher interest rates and a consistently high cash and investments balance, averaging nearly $23 million in FY 2023. In FY 2023, the rate of return on the Village's cash and investments of 3.69% was only 0.06% less than the annual return of the NCCMT Government Portfolio. This is due to the very low interest earned on the cash balance maintained in the bank.

The majority of the favorable budget-to-actual variance in FY 2023 came from expenditures. We underspent the budget by $4.3 million, or 14.9%, compared to our planned budget-to-actual variance (BAV) of 7% in the FY 2024 SOP. After adjusting for the $1.9 million that was reappropriated in FY 2024, the true BAV to be realized by the Village is 8.2% which is more aligned with our assumptions.

Amounts in thousands	**FY 2023 Budget**	**FY 2023 Actual**	**BAV**	**% of Budget**	**FY 2024 Reapprop**	**Adjusted BAV**	**% of Budget**
Salaries & benefits	$ 12,241	$ 11,273	$ (968)	-7.9%	$ -	$ (968)	-7.9%
Operating expenditures	10,548	9,083	(1,465)	-13.9%	446	(1,019)	-9.7%
Capital outlays	5,986	4,119	(1,867)	-31.2%	1,492	(375)	-6.3%
Total expenditures	**$ 28,775**	**$ 24,475**	**$ (4,300)**	**-14.9%**	**$ 1,938**	**$ (2,362)**	**-8.2%**
% of budget					6.7%		

Salaries and benefits of $11.3 million were underspent by $968 thousand, or 7.9%, of the budget. This is primarily due to salary and benefits savings from vacancies during the year, particularly in the police and fire departments, and turnover in some department head positions.

Operating expenditures were underspent by approximately $1.5 million, or 13.9%. Of this balance, $446 thousand was reappropriated in FY 2024 to complete work in progress or receive items with open purchase orders. The $1.0 million remaining balance of budget savings was primarily comprised of:

- $291 thousand of underspending in the Fleet, Buildings & Grounds, and IT internal service department budgets, including salary and benefits vacancy savings of $107 thousand, fuel savings of $39 thousand, fleet and B&G maintenance savings of $26 thousand, and IT supplies and software maintenance savings of $96 thousand. The operating costs for these internal service departments are fully allocated to all other departments and reported as operating expenditures of those departments.

- $207 thousand of savings in contracted services, notably $102 thousand from asphalt patching and $43 thousand from Powell Bill road resurfacing

- $95 thousand in unused departmental contingency funds ($74 thousand of contingency was used during the year)

- $68 thousand of savings in landfill fees

- $54 thousand budgeted for professional services was not spent or reappropriated

- $35 thousand balance remaining for utilities

Capital outlays contributed over $1.8 million towards the total budget-to-actual variance, however, nearly all of this (almost $1.5 million) was approved for reappropriation in FY 2024, most notably $1.1 million for stormwater, streetscape, intersection, and pedestrian projects and $234 thousand for a garbage truck that was received in July 2023. See the reappropriation memo accompanying Ordinance #23-18 for details of the capital balances that were reappropriated. Of the $375 thousand of net budget savings after the reappropriation, $216 thousand was from traffic signal upgrades that were canceled and $130 thousand was from the Cannon Park turf field project. The remainder of $29 thousand was from small savings on vehicles, equipment, and other projects.

Financial Outlook:

Growth in the Village's property tax base has slowed significantly as fewer homes and commercial buildings are being constructed due to the increase in interest rates. In FY 2023, the Village issued 42 new residential building permits valued at $16.6 million, compared to 96 new permits issued in FY 2022 and 136 in FY 2021. There are a few planned residential developments expected to be permitted in FY 2024 that should help the Village reach its goal of 100 new home construction permits.

Moore County released its property revaluation effective January 1, 2023 in March 2023. Pinehurst's tax base increased over 49%, with the Village's total valuation increasing from nearly $4.0 billion to $5.9 billion. This significant increase in the valuation resulted in a decrease in the tax rate from $0.31 to $0.23 per $100 of valuation in FY 2024.

The library expansion project is gaining momentum as we enter the new fiscal year with potential locations for the new library identified and conceptual designs for the new library and renovated archives presented to Council. These decisions are expected to be made in FY 2024 with detailed design work to follow. Expenditures will ramp up as this work progresses. The Village has already budgeted and funded $1.4 million towards this project and has sufficient reserves to complete the project without borrowing.

The table below shows the five-year financial forecast fund balance summary from the FY 2024 SOP updated with the FY 2023 ending fund balance of $20.4 million as the beginning fund balance and the $1.9 million of reappropriations added to the Revenues Over (Under) Exp row (the fund balance appropriation in the budget) in FY 2024. All other assumptions remained the same. This increases the ending FY 2028 fund balance by $1.7 million and improves the FY 2028 ending fund balance from 30.0% of expenditures (the policy minimum) as estimated in the FY 2024 SOP to 35.3% of budgeted expenditures, demonstrating the Village currently has the resources to support the five-year forecast.

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Beginning Fund Balance	$ 20,362,064	$ 20,128,932	$ 16,251,683	$ 13,862,936	$ 12,705,936
Revenues Over (Under) Exp	(2,538,557)	(6,200,120)	(4,832,887)	(3,666,592)	(3,908,414)
Budget to Actual Variance [1]	2,305,425	2,322,871	2,444,139	2,509,593	2,585,618
Projected Actual Gain/(Loss)	(233,132)	(3,877,249)	(2,388,747)	(1,156,999)	(1,322,796)
Projected Ending GF Bal	$ 20,128,932	$ 16,251,683	$ 13,862,936	$ 12,705,936	$ 11,383,140
% of Total Budget	**74.7%**	**49.9%**	**43.4%**	**40.9%**	**35.3%**

[1] Assumes actual revenues of 101% of budget and actual operating expenditures of 92% of budget

Other Items:

In fiscal year 2023, the Fair Barn revenues (after discounts) exceeded budget by $40 thousand, however, they only covered 85% of operating expenditures. This is a decrease compared to 87% last year and is below the balanced scorecard target of 95%.

The Harness Track covered 37% of its operating expenditures this year, which is the same as last year. This is below our balanced scorecard target of 47% coverage of operating expenses with revenues. Revenues were on budget, however the Village has been making significant investments to improve the Harness Track facilities which has increased expenditures. The budgeted expenditure coverage ratio for FY 2023 was 33%. This was exceeded due to operating cost savings.

The FY 2023 audit is underway and the ACFR is on track to be issued before the October 31, 2023 deadline. It is possible that adjustments will be made to these unaudited financial results reported. There are no known adjustments to the financials as of the date of this memo. The final FY 2023 audit results will be presented to Council after the report is issued.

Conclusion:

Overall, the Village ended FY 2023 in a better position than projected which will allow us to carry out the initiatives in the FY 2024 SOP as planned. The $5.1 million increase in fund balance was over $3.6 million higher than the estimate in the FY 2024 SOP. After deducting the $1.9 million in reappropriations, we added $1.7 million to fund balance that was not projected in the five-year financial forecast.

Should you have any questions about these statements, please feel free to contact me.

FINANCIAL STATEMENTS
(Unaudited)

Fiscal Year Ended **June 30, 2023**

VILLAGE OF PINEHURST

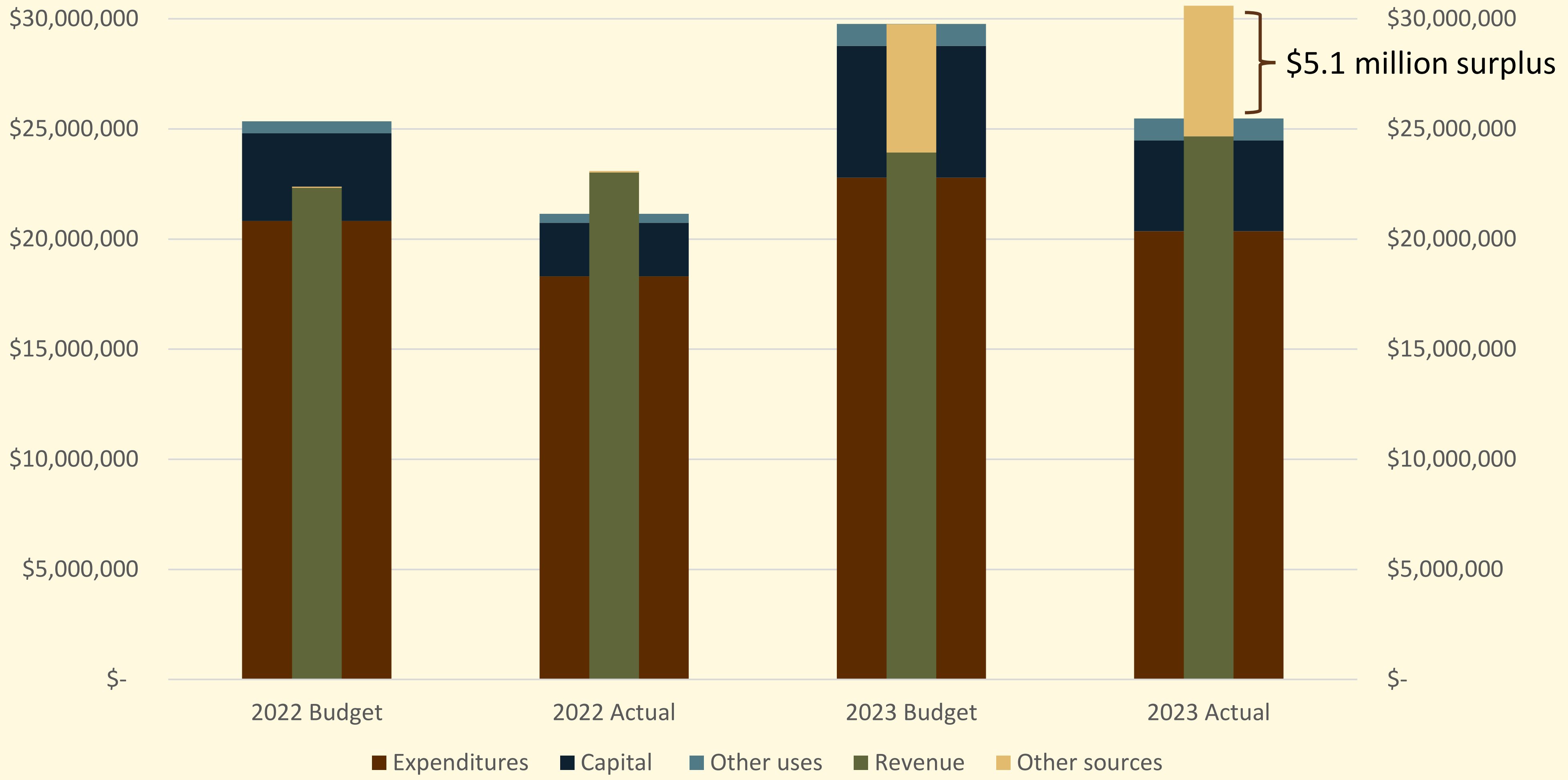
1895

Year-to-Date Budget

Budget-to-Actual Summary

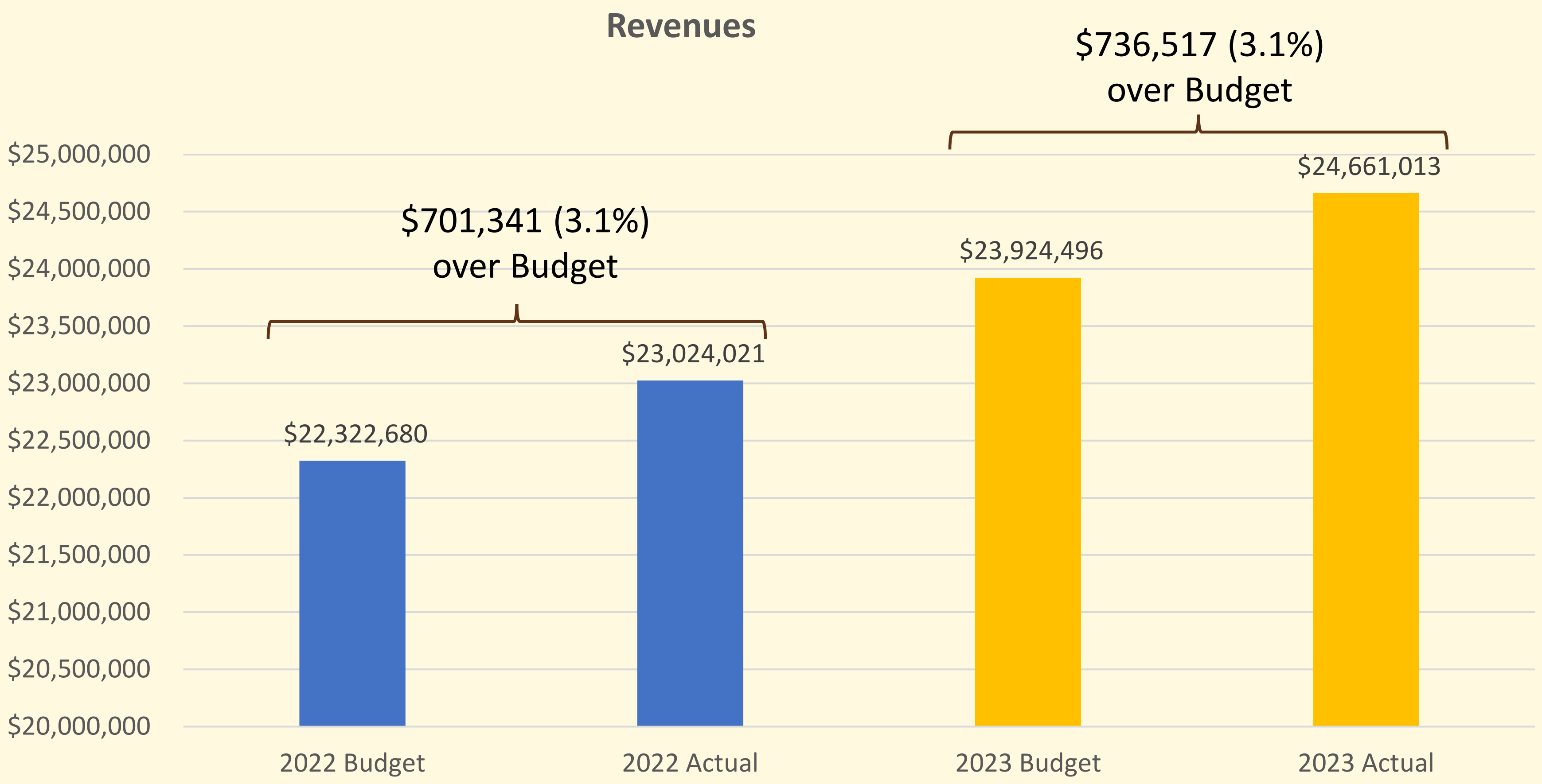
Amounts in thousands	FY 2023 Budget	FY 2023 Actual	Over (Under) Budget	FY 2022 Actual	Current Year Over (Under) Prior Year
Total revenues	**$ 23,924**	**$ 24,661**	**$ 737**	**$ 23,024**	**$ 1,637**
Operating expenditures	22,789	20,356	(2,433)	18,309	2,047
Capital outlays	5,986	4,119	(1,867)	2,435	1,684
Total expenditures	**$ 28,775**	**$ 24,475**	**$ (4,300)**	**$ 20,744**	**$ 3,731**
Revenues over (under) expenditures	**$ (4,851)**	**$ 186**	**$ 5,037**	**$ 2,280**	**$ (2,094)**
Other financing sources	$ 5,836	$ 5,936	$ 100	$ 71	$ 5,865
Other financing uses	(1,000)	(1,000)	-	(400)	(600)
Appropriated fund balance	15	-	(15)	-	-
Change in fund balance	**$ -**	**$ 5,122**	**$ 5,122**	**$ 1,951**	**$ 3,171**
Beginning fund balance		$ 15,240		$ 13,289	$ 1,951
Ending fund balance		**$ 20,362**		**$ 15,240**	**$ 5,122**

Revenues vs. Expenditures



General Fund Revenues

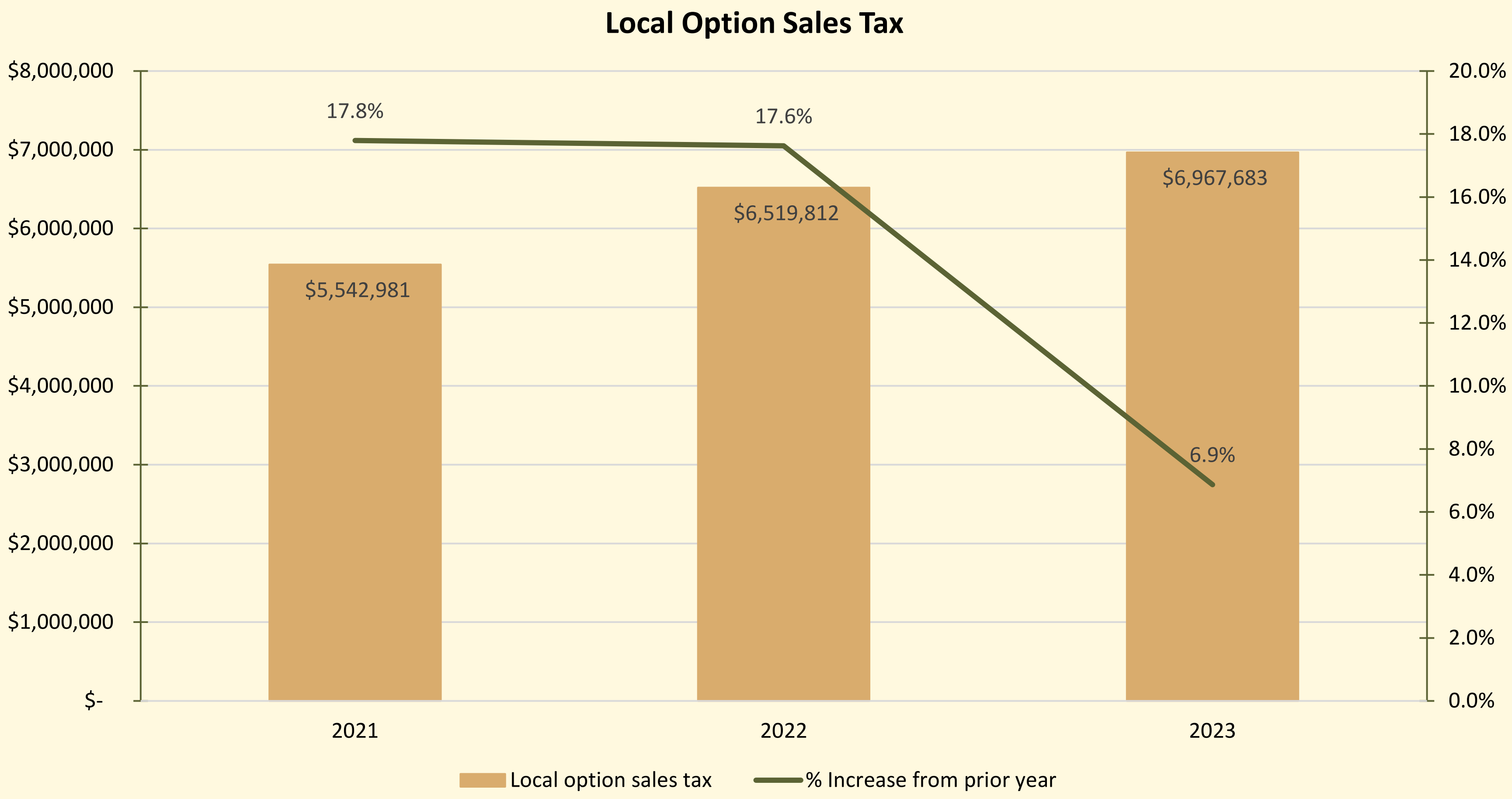
Revenues


Revenues
$736,517 (3.1%)
over Budget
$701,341 (3.1%)
over Budget
$25,000,000
$24,500,000
$24,000,000
$23,500,000
$23,000,000
$22,500,000
$22,000,000
$21,500,000
$21,000,000
$20,500,000
$20,000,000
$22,322,680
$23,024,021
$23,924,496
$24,661,013
2022 Budget
2022 Actual
2023 Budget
2023 Actual

Revenues to Note

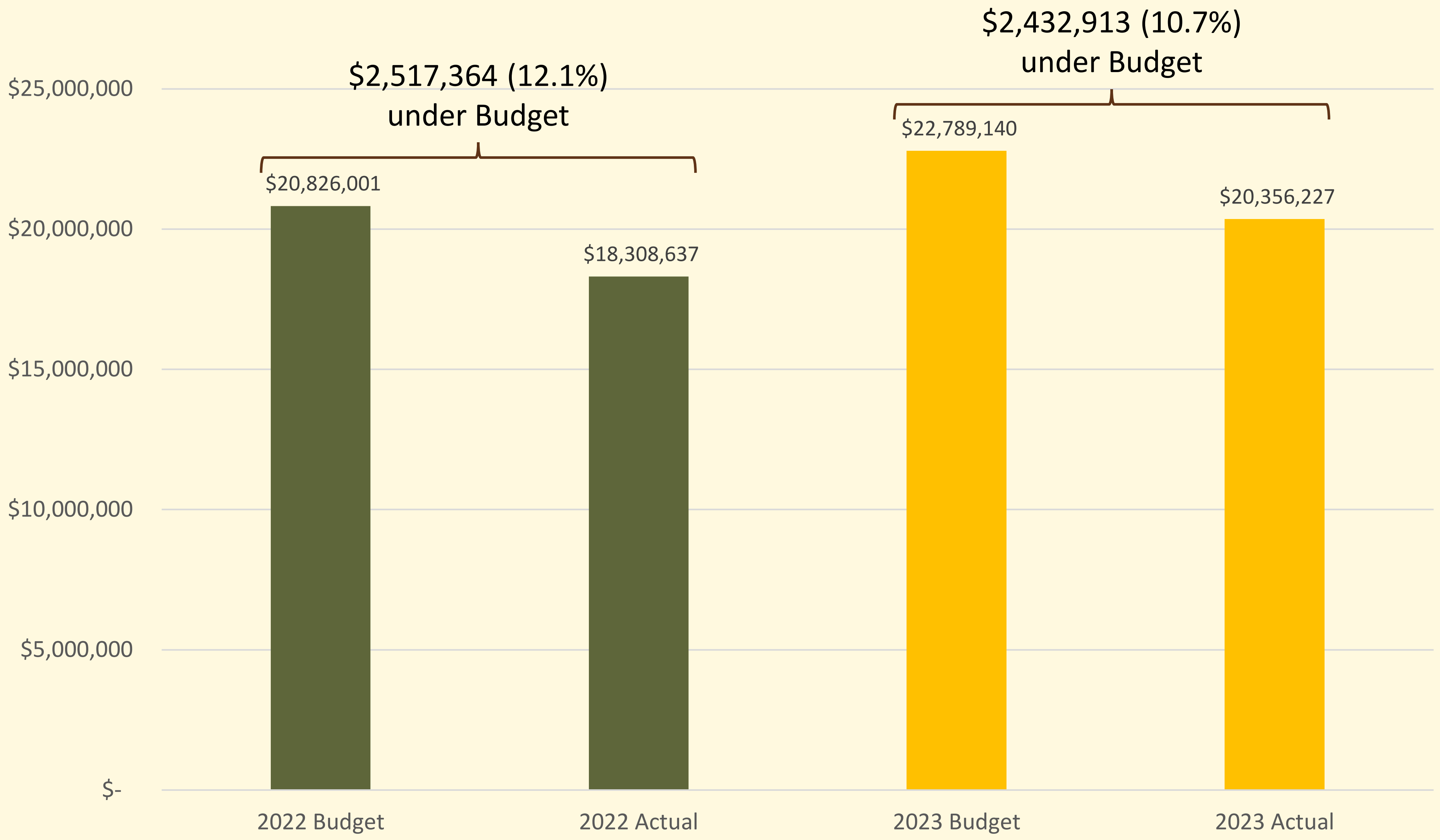
- Property Taxes:
  - As of 6/30/23, $12,342K ($84K more than budget) collected, which is 100.6% of budget
- Sales Tax
  - $448K (6.9%) more collected this FY over last FY
  - Nearly $7 million collected in FY 2023, which is $117K (1.7%) more than budget
  - Growth is still strong, but slowing compared to more than 17% in FY 2022 and FY 2021
- Investment Income
  - Due to FOMC interest rate increases, collected $720K, which is $287K (66%) more than the $433K budget
  - Annual investment yield was 3.69% on an average balance of $23 million

Revenues to Note



General Fund Expenditures

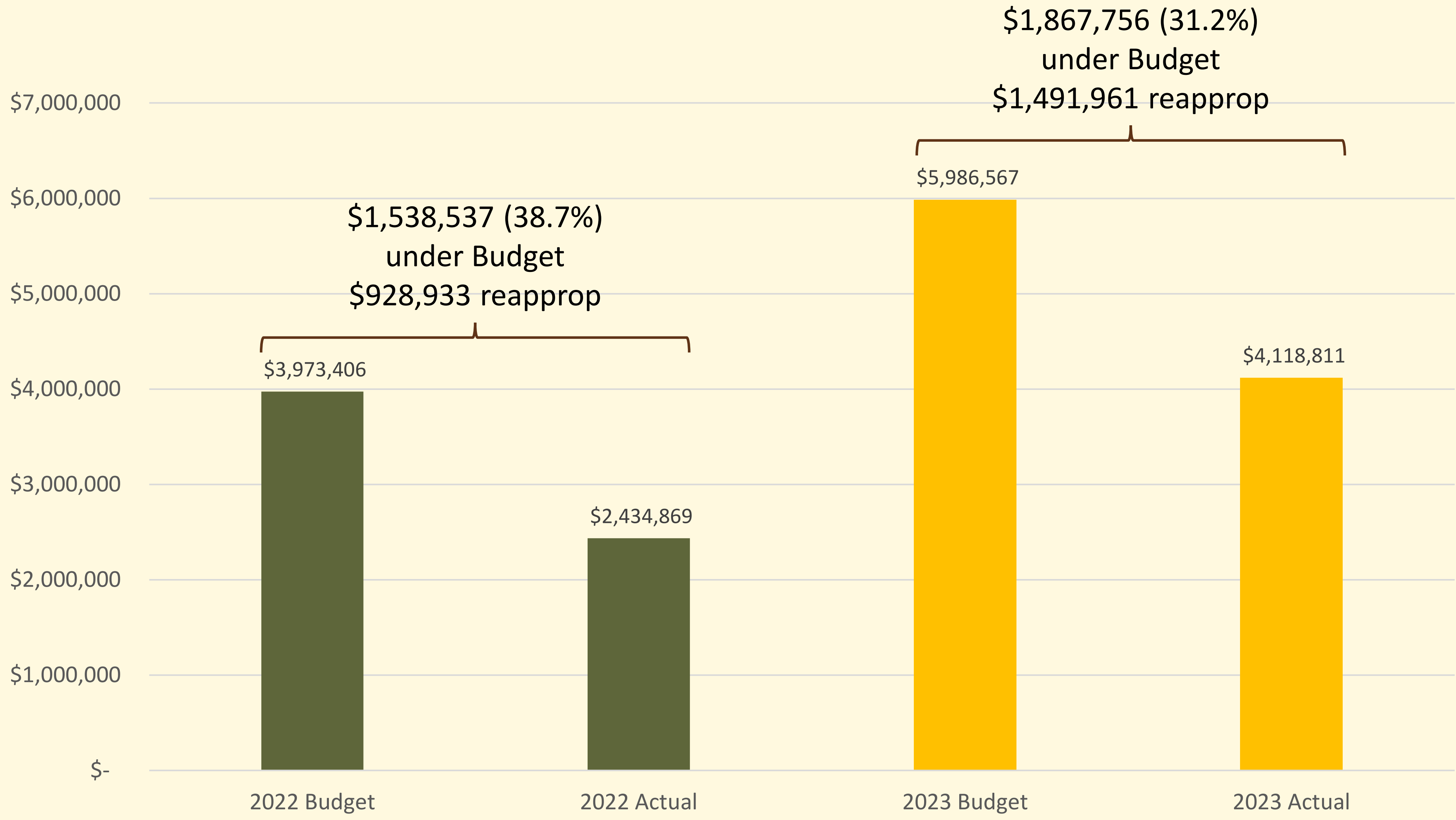
Operating Expenditures



Operating Expenditures to Note

- Personnel Expenses:
  - $11.3 million (92%) of $12.2 million personnel budget expended
  - $968K budget-to-actual variance
  - Notable lapse salary in the Police and Fire departments due to open positions
- Contracted Services $207K of $2.8 million budget unspent
  - Streets & Grounds: $102K pavement patching
  - Powell Bill: $43K
- Internal Service Charges $291K of $3.8 million budget unused
  - $107K salaries and benefits
  - $122K maintenance costs
  - $39K fuel

Capital Expenditures



Capital Expenditures to Note

- Unspent Capital Dollars Reappropriated in FY 2024:
    - Streetscape Improvements: $129K (downtown amenity plan)
    - Sidewalk Improvements: $645K
    - Stormwater and Intersection Improvements: $355K
    - Solid Waste Vehicle: $234K (received in July)
    - All other: $129K
- Capital Dollars Saved in FY 2023:
    - Traffic Signal Upgrades: $216K (upgrades canceled)
    - Synthetic Turf Field: $130K
    - All other: $29K

Financial Position & Outlook

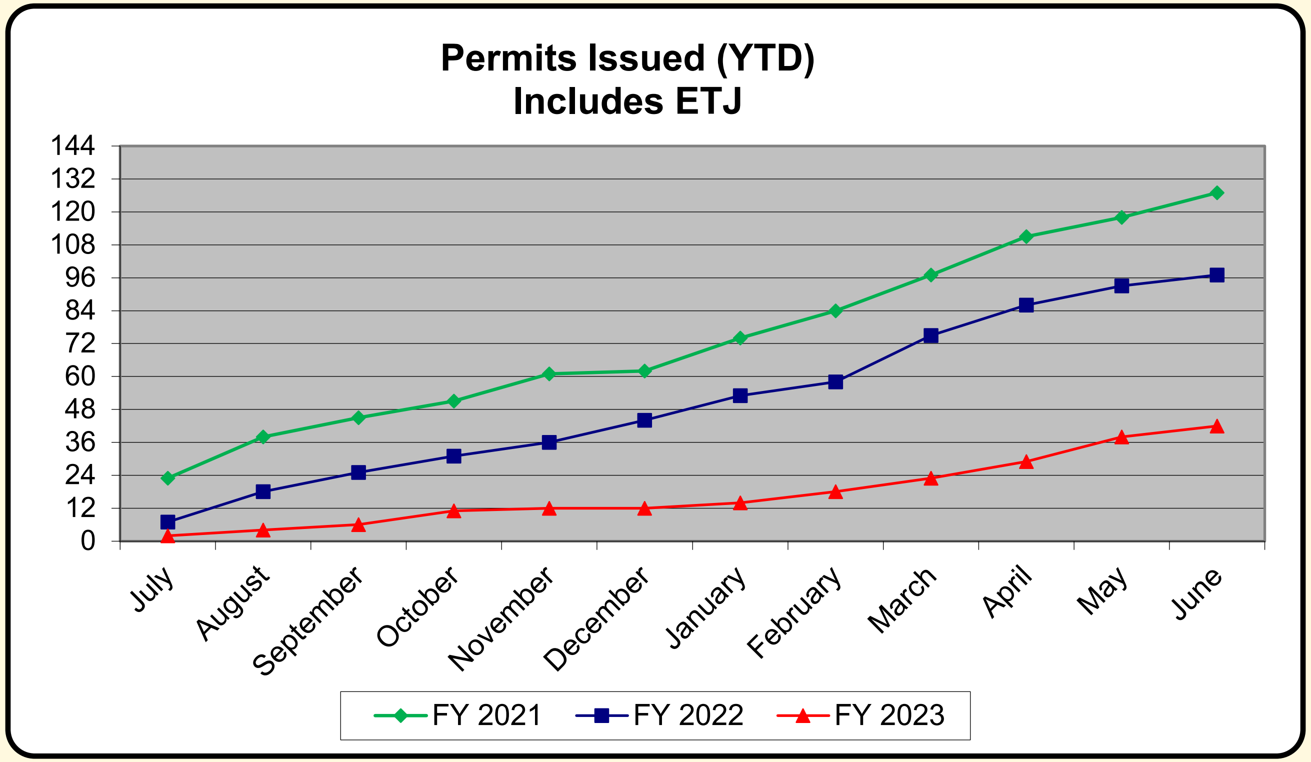
Financial Position

- The $5.1 million actual change in fund balance was $3.6 million more than the $1.5 million projected for the FY 2024 SOP.
- After deducting reappropriations in FY 2024 of $1.9 million, an additional $1.7 million was added to fund balance compared to the estimate.

Amounts in thousands	**Estimated June 30, 2023**	**Actual June 30, 2023**	**Over (Under) Estimate**
Beginning fund balance	$ 15,240	$ 15,240	
Change in fund balance*	1,467	5,122	
Ending fund balance	$ 16,707	$ 20,362	$ 3,655
Less reappropriations			(1,938)
Net addition to fund balance compared to estimate			$ 1,717
Fund balance as a % of budgeted expenditures	57%	71%	14%

* Estimated change in fund balance from the FY 2024 SOP includes an assumed budget-to-actual variance for revenues and expenditures.

- Property Taxes:
  - 50% of Village revenues in FY 2023
  - Residential building permits have slowed dramatically due to higher interest rates.



Financial Outlook

Shaded rows are revaluation years

	Residential Tax Base	Non-Residential Tax Base	Tax Exempt Property	Total Taxable Assessed Value	% Change
FY08	$2,719,108,835	$326,652,890	$268,117,125	$2,777,644,600	
FY09	$2,761,647,092	$335,386,033	$269,719,030	$2,827,314,095	1.79%
FY10	$2,807,721,340	$339,175,249	$271,564,035	$2,875,332,554	1.70%
FY11*	$3,312,056,948	$356,462,370	$309,316,950	$3,359,202,368	16.83%
FY12	$3,333,807,236	$366,092,668	$309,216,950	$3,390,682,954	0.94%
FY13	$3,368,430,240	$363,811,846	$312,873,330	$3,419,368,756	0.85%
FY14	$3,433,539,072	$363,682,745	$314,499,090	$3,482,722,727	1.85%
FY15	$3,433,872,218	$374,562,883	$316,220,133	$3,492,214,968	0.27%
FY16	$3,352,781,389	$394,449,904	$404,357,860	$3,342,873,433	-4.28%
FY17	$3,398,349,498	$394,950,175	$405,681,620	$3,387,618,053	1.34%
FY18	$3,438,503,505	$402,905,521	$405,969,480	$3,435,439,546	1.41%
FY19	$3,495,942,470	$412,691,920	$405,458,520	$3,503,175,870	1.97%
FY20	$3,737,721,744	$451,240,244	$437,571,040	$3,751,390,948	7.09%
FY21	$3,809,790,478	$453,842,757	$434,758,410	$3,828,874,825	2.07%
FY22	$3,910,901,972	$444,959,595	$463,961,170	$3,891,900,397	1.65%
FY23	$4,010,654,518	$445,826,547	$476,595,220	$3,979,885,845	2.26%
FY24 Est				$5,935,963,948	49.15%
FY08-FY23 Increase	$1,291,545,683	$119,173,657	$208,478,095	$1,202,241,245	
% Increase	47.50%	36.48%	77.76%	43.28%	
FY08-FY24 Increase				$3,158,319,348	
% Increase				113.70%	

*Pinewild Annexed

Financial Outlook

- The additional $1.7 million added to fund balance compared to the estimate in the FY 2024 SOP increases the FY 2028 ending fund balance to $11.4 million vs. $9.7 million
- This improves the FY 2028 ending fund balance to 35.3% of budgeted expenditures vs. 30.0% as projected in the SOP (the fund balance policy minimum)

Projected Impact on Fund Balance in the General Fund:

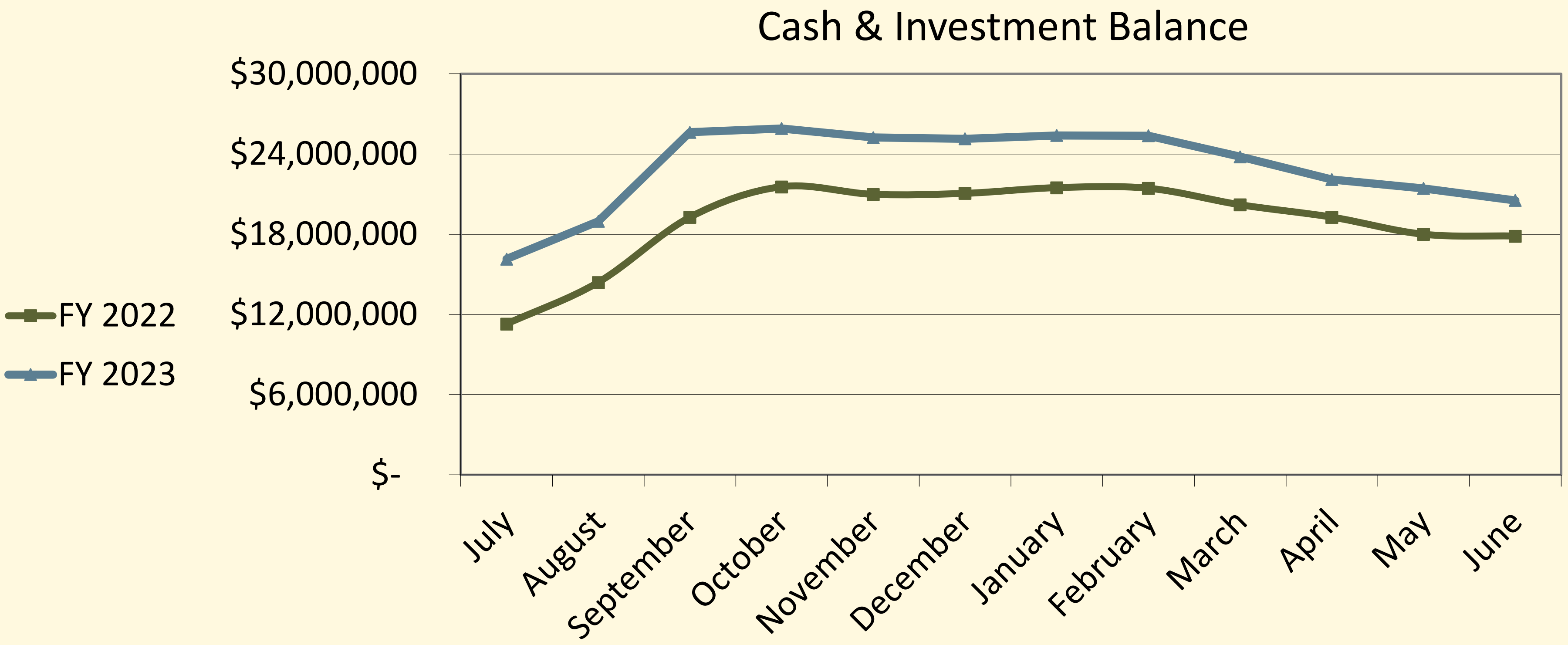
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Beginning Fund Balance	$ 20,362,064	$ 20,128,932	$ 16,251,683	$ 13,862,936	$ 12,705,936
Revenues Over (Under) Exp	(2,538,557)	(6,200,120)	(4,832,887)	(3,666,592)	(3,908,414)
Budget to Actual Variance [1]	2,305,425	2,322,871	2,444,139	2,509,593	2,585,618
Projected Actual Gain/(Loss)	(233,132)	(3,877,249)	(2,388,747)	(1,156,999)	(1,322,796)
Projected Ending GF Bal	$ 20,128,932	$ 16,251,683	$ 13,862,936	$ 12,705,936	$ 11,383,140
% of Total Budget	**74.7%**	**49.9%**	**43.4%**	**40.9%**	**35.3%**

[1] Assumes actual revenues of 101% of budget and actual operating expenditures of 92% of budget

Cash & Investment Balances

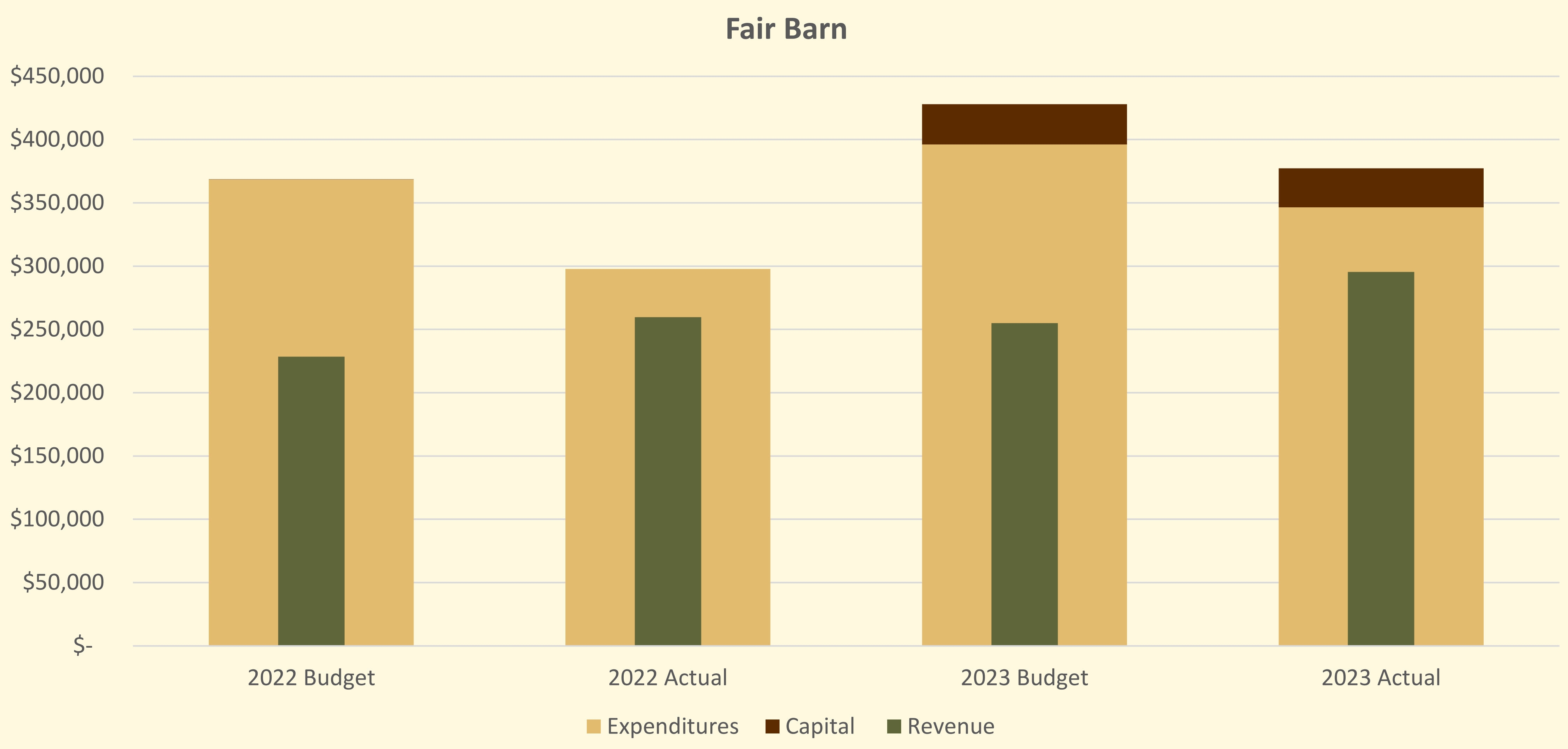
Cash and Investment Balance

- Total cash and investments balance increased $2.7 million from June 30, 2022 to June 30, 2023, due to the second $2.6 million ARPA payment
- Of the $20.5 million in cash and investments, 99% is held in the North Carolina Capital Management Trust Government Portfolio.



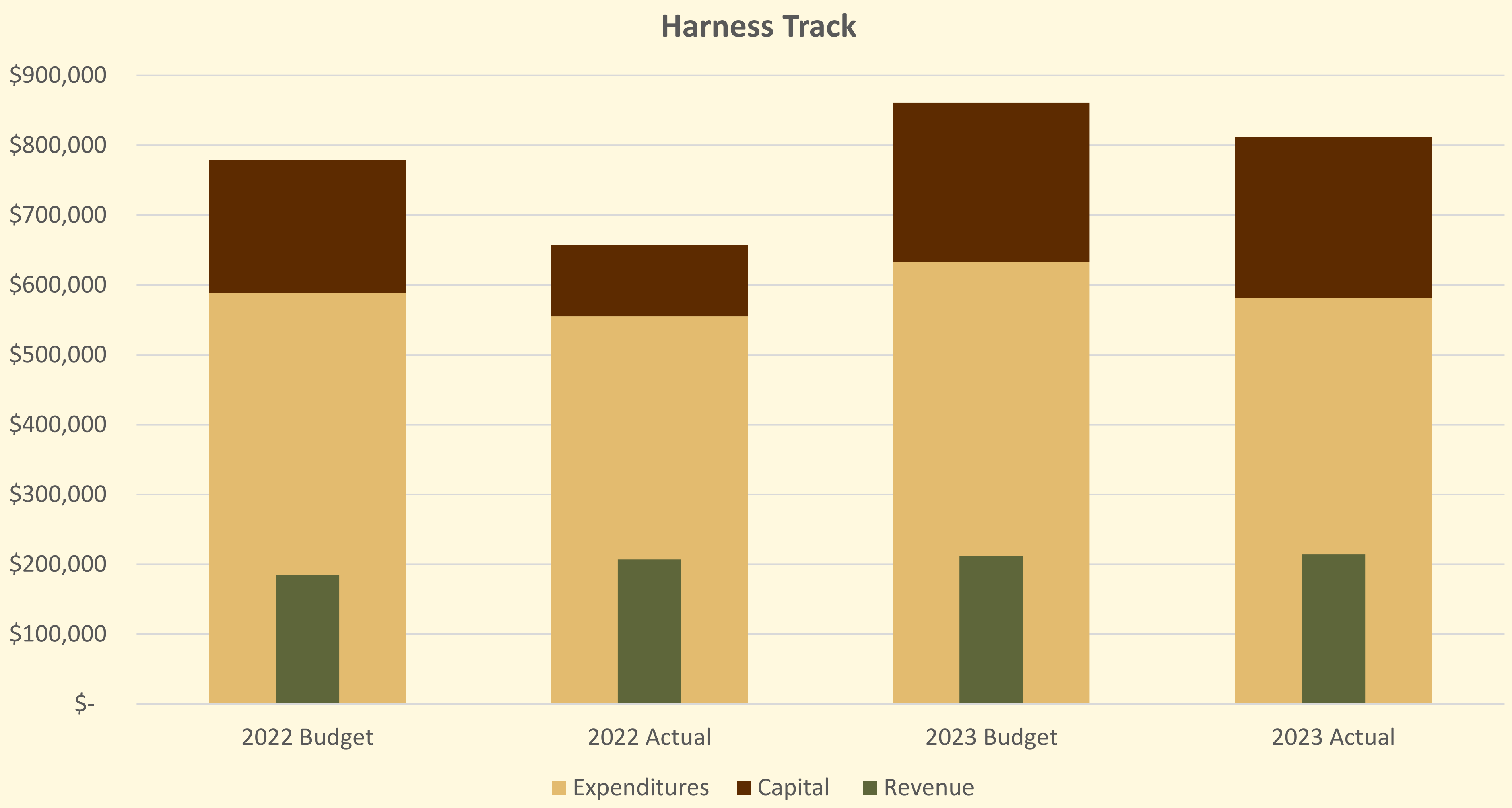
Fair Barn

Fair Barn Revenues & Expenditures



Harness Track

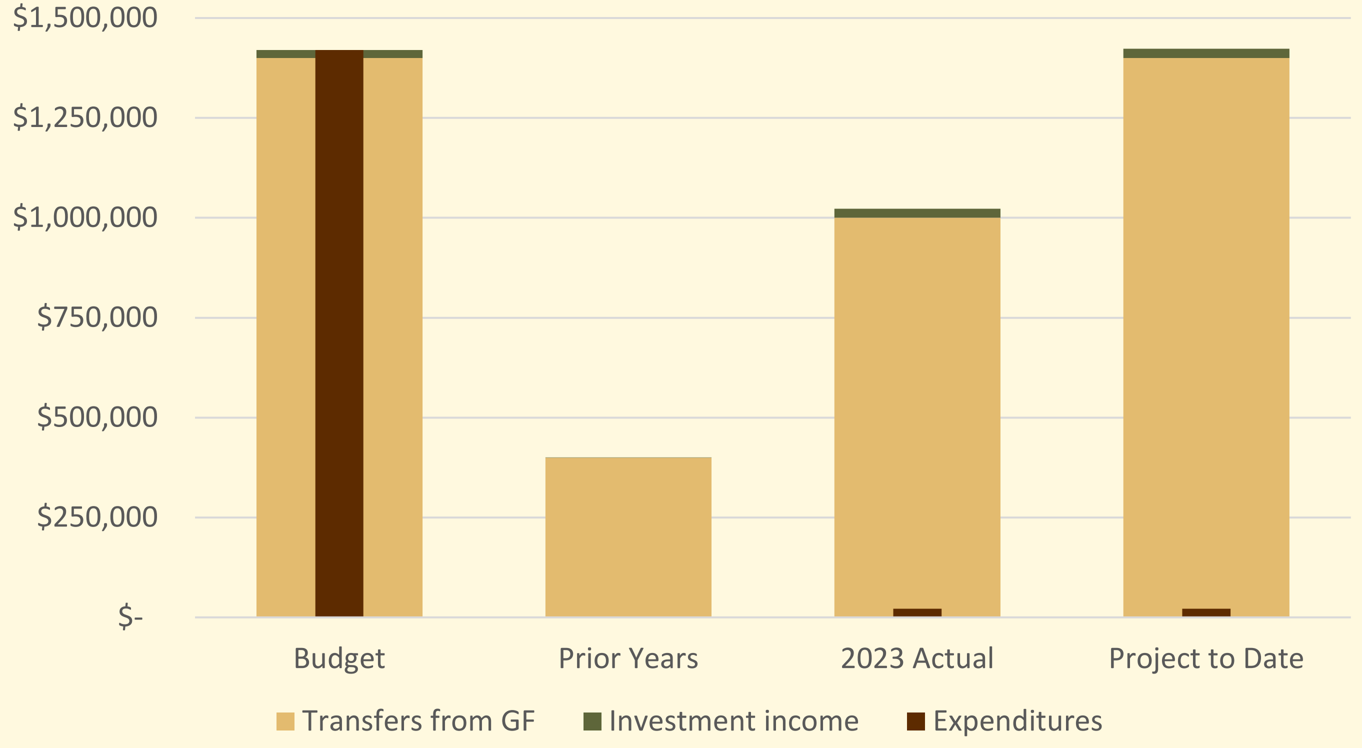
Harness Track Revenues & Expenditures



Library Expansion Capital Project Fund

Library Expansion Capital Project Fund

- $1 million contributed from the General Fund in FY 2023
- $22K in design expenditures through June 30, 2023
- Investment income already exceeded the budget
- Additional $545K in committed General Fund fund balance for the library and archives that is not reflected here



METROPOLITAN PLANNING ORGANIZATION (MPO) DISCUSSION

ADDITIONAL AGENDA DETAILS:

Discussion on the MPO name and voting rules.

FROM:
Jeff Sanborn

DATE OF MEMO:
9/7/2023

MEMO DETAILS:
During the August MPO Formation Committee meeting, the group reviewed and discussed a draft MOU between the member governments and NCDoT. This MOU will need to be approved by local governments representing 75% of the population of the census urban zone that qualified our area for an MPO. It will also have to specifically be approved by the Village of Pinehurst since we are the largest city in that zone.

During the discussion, two points of contention were identified. First, the draft MOU called for a weighted voting provision. In accordance with that provision, all local governments with up to 10 percent of the MPO area population will have one vote. Local governments with over 10 percent will have a second vote. Local governments with over 20 percent will have a third vote. In accordance with this scheme, Pinehurst and Southern Pines would have three votes each. Moore County and Aberdeen would have two. All others would have one. At least one smaller local government objected to this provision and asked that the question be referred to local government boards before moving forward.

The second point of contention regards the name: Sandhills Area Metropolitan Planning Organization (SAMPO). Some members of our broader community have observed that SAMPO sounds like SAMBO and might be objectionable. Other name options were discussed at the meeting, including Sandhills Metropolitan Planning Organization (SMPO) and Sandhills Area Transportation Planning Organization (SATPO). Members of the group also requested that this question be referred to member government boards before moving forward.

Staff requests that Council identify a preference on each of these topics.