



**VILLAGE COUNCIL  
AGENDA FOR REGULAR MEETING OF JULY 22, 2014  
ASSEMBLY HALL  
395 MAGNOLIA ROAD  
PINEHURST, NORTH CAROLINA  
4:30 PM**

1. Call to Order.
2. Invocation and Pledge of Allegiance.
3. Presentation of a resolution honoring the service of Bo Bozarth on the Water Committee and Kevin Hardt on P&Z/BOA.
4. Reports:
  - Manager
  - Council
5. Motion to Approve Consent Agenda.

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

- A. Resolution reappointing a member to the Conservation Commission (Haddock)
- B. Approval of Draft Village Council Meeting Minutes
  - June 4 Special Meeting
  - June 10 Regular Meeting
  - June 18 Special Meeting
  - June 24 Regular Meeting
  - June 25 Special Meeting
- C. Motion to Receive Budget Amendments Report for June 30, 2014

End of Consent Agenda.

6. Request for Contracted Authorization & Award of Annual Street Resurfacing & Improvement Project
7. Track Restaurant Lease Agreement
8. Reappropriation Budget Amendment for FY 2013-14 Projects
9. Interlocal Agreement with Moore County Regarding Addressing
10. Implementation of changes to pay and classification plan.
11. Consider a resolution to establish a Deer Management Task Force
12. Motion to Recess Regular Meeting and Enter Into a Public Hearing.
13. Public Hearing No. 1

To consider an Official Text Amendment to the Pinehurst Development Ordinance in order to amend Section 10.2.15.9(4) –Required Improvements for Major and Minor Site Plans. The amendment will add a

provision to not require the installation of street sidewalks for new developments that are prohibited from having vehicular access along a specific street. The applicant is the Village of Pinehurst.

14. Motion to Adjourn the Public Hearing and Re-Enter the Regular Meeting.
15. Other Business.
16. Comments from Attendees.
17. Motion to Adjourn.



## ***History, Charm, & Southern Hospitality.***

### **Vision**

The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions, enhanced by a unique combination of cultural arts and recreational activities.

### **Mission**

Preserve and enhance the community's character and ambience by guiding growth, managing change, and providing services in a financially responsible manner.

### **Values**

Competent  
Courteous  
Professional  
Responsive



## **RESOLUTION REAPPOINTING A MEMBER TO THE CONSERVATION COMMISSION (HADDOCK)**

### **ADDITIONAL AGENDA DETAILS:**

#### **ATTACHMENTS:**

Description

 [Resolution 14-44](#)

**RESOLUTION #14-44:**

**A RESOLUTION REGARDING A RE-APPOINTMENT TO THE  
VILLAGE OF PINEHURST CONSERVATION COMMISSION.**

**THAT WHEREAS**, on the 22<sup>nd</sup> day of February, 2011, the Village of Pinehurst formally established a Village of Pinehurst Conservation Commission by Resolution #11-11; and

**WHEREAS**, the term of Mr. Wayne Haddock expired on June 30, 2014;

**WHEREAS**, Mr. Haddock and the Village Council of Pinehurst are desirous of his continuing to serve as a member of the Conservation Commission;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of Pinehurst, North Carolina in a regular meeting assembled this 22<sup>nd</sup> day of July, 2014, as follows:

**SECTION 1.** That the following appointment is hereby made to the Village of Pinehurst Conservation Commission for the term indicated:

Mr. Wayne Haddock is re-appointed as a member of the Village of Pinehurst Conservation Commission, effective June 30, 2014, said term to expire June 30, 2016.

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

**THIS RESOLUTION** passed and adopted this 22<sup>nd</sup> day of July, 2014.

(Municipal Seal)

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Lauren M. Craig, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney



## **APPROVAL OF DRAFT VILLAGE COUNCIL MEETING MINUTES**

### **ADDITIONAL AGENDA DETAILS:**

June 4 Special Meeting  
June 10 Regular Meeting  
June 18 Special Meeting  
June 24 Regular Meeting  
June 25 Special Meeting

**FROM:**

Lauren Craig, Village Clerk

**CC:**

Andy Wilkison, Village Manager

**DATE OF MEMO:**

7/14/2014

**MEMO DETAILS:**

See attachments for draft minutes.

**ATTACHMENTS:**

Description

- 📎 [June 4 Special Meeting](#)
- 📎 [June 10 Regular Meeting](#)
- 📎 [June 18 Special Meeting](#)
- 📎 [June 24 Regular Meeting](#)
- 📎 [June 25 Special Meeting](#)

**MINUTES OF  
VILLAGE COUNCIL SPECIAL MEETING  
JUNE 4, 2014**

**395 MAGNOLIA ROAD  
COUNCIL CONFERENCE ROOM  
PINEHURST, NORTH CAROLINA  
5:00 P.M.**

The Pinehurst Village Council reconvened the Special Meeting at 5:00 P.M. on Wednesday, June 4, 2014 in the Council Conference Room of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor  
Mr. John R. Cashion, Mayor Pro-Tem  
Mr. Clark H. Campbell, Councilmember  
Ms. Claire L. Phillips, Councilmember  
Mr. John C. Strickland, Councilmember  
Mr. Andy Wilkison, Village Manager  
Ms. Lauren Craig, Village Clerk  
Mr. Bruce Gould, Senior Planner  
Mr. Michael Newman, Village Attorney

And approximately 7 attendees, including 1 staff and 1 press.

**1. Call to Order and Reconvened the Special Meeting from May 28, 2014.**

Mayor Nancy Roy Fiorillo called the meeting to order and reconvened the Special Meeting from May 28, 2014.

**2. Discussion and action on the Align Development settlement agreement.**

The Manager noted there has been agreement on all terms of the Align Development settlement agreement. Attorney, Michael Newman noted this is the best option to get this resolved and the Village is not admitting to fault. Upon a motion by Councilmember Cashion, seconded by Councilmember Phillips, Council unanimously authorized the Mayor to execute the settlement agreement for the Village of Pinehurst and Align Development by a vote of 5-0.

**3. Draft Pinehurst Development Ordinance Discussion Chapter 9.**

Mayor Fiorillo and Council discussed the temporary use permit issue for several of the Village merchants during the 2014 U.S. Open Championships. Council determined to be consistent with all merchants and not issue any additional temporary use permits.

Bruce Gould, Senior Planner led a discussion of the changes that are being proposed to the Pinehurst Development Ordinance. Mr. Gould picked up at the topic fences. Alan Hoy, representing the Community Appearance Commission, presented the recommendation of the CAC regarding fences in the Village of Pinehurst. CAC member Debbie Barr inquired about the change to 7 foot fences and the setback change on the golf course and lake for fences. Council held a discussion about the proposed regulations and determined to discuss this with the resort. Ms. Barr also suggested regulating corner lot side yard fencing height differently so we do not continue allowing 6 foot fences on side yards that still face the street on corner lots. CAC Chairman, Bo Bozarth noted this is a culmination of six months of work and that the fencing can really destroy the look of a community if standards are not regulated and would like CAC to stay involved in setting these parameters. Mayor Fiorillo and Councilmember Cashion discussed Trotter Hills and the current sidewalk requirement that is affecting Riney Insurance. Staff explained if Council would like to take away the requirement to add a sidewalk on the Highway 5 side of the property, it would have to be removed as a text amendment and allow it to be a part of the greenway plan. Councilmember Campbell suggested to add a request if this change takes place that the Riney property owner grant an easement in the future for greenway development.

**MINUTES OF  
VILLAGE COUNCIL SPECIAL MEETING  
JUNE 4, 2014**

**4. Adjournment.**

At approximately 6:35 pm Councilmember Cashion moved to recess the Special Meeting until 4:00 pm on June 18<sup>th</sup> in the Council Conference Room. The motion was seconded by Councilmember Strickland and passed unanimously with a vote of 5-0.

Respectfully Submitted,

Lauren Craig,  
Village Clerk

DRAFT



**MINUTES OF  
VILLAGE COUNCIL REGULAR MEETING  
JUNE 10, 2014**

**395 MAGNOLIA ROAD  
ASSEMBLY HALL  
PINEHURST, NORTH CAROLINA  
2:00 P.M.**

The Pinehurst Village Council held a Regular Meeting at 2:00 p.m., Tuesday, June 10, 2014 in the Assembly Hall of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor  
Mr. Clark H. Campbell, Councilmember  
Mr. John R. Cashion, Mayor Pro-Tem  
Ms. Claire L. Phillips, Councilmember  
Mr. John C. Strickland, Councilmember  
Mr. Andrew M. Wilkison, Village Manager  
Ms. Lauren M. Craig, Village Clerk

And approximately 12 attendees, including 1 staff and 0 press.

**1. Call to Order.**

Mayor Nancy Roy Fiorillo called the meeting to order.

**2. Presentation of resolution honoring service on Council boards/commissions: Patrick Duffy (HPC), Walter Bennett (Water Committee), and Jerry Townley (Water Committee).**

Councilmember Strickland presented Patrick Duffy a resolution honoring his service on the Historic Preservation Commission for the Village of Pinehurst. Councilmember Cashion presented Walter Bennett a resolution honoring his service on the Water Committee for the Village of Pinehurst. The Manager noted that Jerry Townley was unable to attend but this will be rescheduled for a future meeting.

**3. Reports**

**Manager**

- The Manager reported that we have special guests from the City of University Place, Washington to observe how we host the U.S. Open.

**Council**

- Mayor Fiorillo noted that the first day of the U.S. Open Championships is completed and everything seems to be going well.

**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. Resolution honoring member of the Village Center Enhancement Committee (Cryan)
- B. Consideration of resolution reappointing Chairman and member of the Community Appearance Commissions (Bozarth, Cambreleng)
- C. Consideration of resolution reappointing Chairman and member of the Conservation Commission (Rowell, Strine)
- D. Public Safety Reports  
Police Department

**MINUTES OF  
VILLAGE COUNCIL REGULAR MEETING  
JUNE 10, 2014**

Fire Department

**End of Consent Agenda.**

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

**5. Motion authorizing the Mayor or her designee to execute a contract for legal services with Van Camp, Meacham, & Newman**

The Manager introduced the need for Council to consider the contract for legal services with Van Camp, Meacham, & Newman which is an annual contract. Michael Newman is desirous of contracting with Council for an additional year.

Upon a motion by Councilmember Strickland, seconded by Councilmember Cashion, the Council authorized the Mayor or her designee to enter into a contract for legal services with Van Camp, Meacham & Newman from July 1, 2014 to June 30, 2015 by a vote of 5-0.

**6. Other Business**

- Councilmember Cashion noted he has two tickets for Wednesday, June 11 available if anyone is interested.
- Councilmember Strickland inquired about the merchant parking. The Manager noted that all is going well and the parking at Magnolia Road has been fairly slow.
- Councilmember Phillips noted it was confusing to get out of the U.S. Open to get into the Village.

**7. Comments from attendees.**

- Audience member Doug Middaugh inquired about the deer study and suggested that the Canadian Geese also be added to this study. He suggested amending the municipal code to prohibit feeding the deer and the geese.
- Audience member Javier Figueroa of University Place, Washington said Washington State Parks worked on an extensive study regarding a geese issue. He also noted on behalf of their city representatives the appreciation for the Council and the staff's time.
- Audience member Jim Lewis said he was at the U.S. Open today and they had trouble figuring out how to get out of the place to get into the Village. He noted that the signage on the course does not address getting into the Village.

**8. Motion to Adjourn.**

Councilmember Cashion moved to adjourn the Regular Meeting. The motion was seconded by Councilmember Strickland and carried unanimously. The Regular Meeting adjourned at 2:25 p.m.

Respectfully Submitted,

Lauren M. Craig,  
Village Clerk

**MINUTES OF  
VILLAGE COUNCIL SPECIAL MEETING  
JUNE 18, 2014**

**395 MAGNOLIA ROAD  
COUNCIL CONFERENCE ROOM  
PINEHURST, NORTH CAROLINA  
4:00 P.M.**

The Pinehurst Village Council reconvened the Special Meeting at 4:00 P.M. on Wednesday, June 18, 2014 in the Council Conference Room of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor  
Mr. John R. Cashion, Mayor Pro-Tem  
Mr. Clark H. Campbell, Councilmember  
Ms. Claire L. Phillips, Councilmember  
Mr. John C. Strickland, Councilmember  
Mr. Andy Wilkison, Village Manager  
Ms. Lauren Craig, Village Clerk  
Mr. Bruce Gould, Senior Planner

And approximately 5 attendees, including 1 staff and 0 press.

**1. Call to Order and Reconvened the Special Meeting from May 28, 2014.**

Mayor Nancy Roy Fiorillo called the meeting to order and reconvened the Special Meeting from June 4, 2014. The Mayor noted the excellent job that staff has done on the 2014 U.S. Open Championships. The Manager discussed a draft ordinance extending the three hour parking time limit for on-street parking through the end of the weekend of the Women's Open. Staff recommends extending this in order to give the Village the ability to regulate parking through the end of the weekend. Upon motion by Councilmember Strickland, seconded by Councilmember Phillips, Council unanimously approved Ordinance 14-27 extending the parking time limited on certain streets to be effective through June 22nd, 2014 by a vote of 4-0; Councilmember Campbell was not present for this vote. (A copy of the ordinance can be found in the Ordinance Book.)

**2. Draft Pinehurst Development Ordinance Discussion Chapter 9.**

Bruce Gould, Senior Planner led a discussion of the changes that are being proposed to the Pinehurst Development Ordinance. Mr. Gould shared ordinance examples from Southern Pines and Aberdeen regarding fences and walls and Council discussed their viewpoints on fencing and maintenance of fencing in the Village of Pinehurst. Council discussed leaving the current fence ordinance intact with a 6 feet maximum height and adding language to allow for an exception of alternative styles which could be taken forward to the Village Council. They also discussed that the height would be limited for fences on corner lots. Mr. Gould noted modifications made with retaining walls. Council reviewed changes in the design standards for single family dwellings including the changes in criteria with exterior materials and landscaping requirements including tree conservation. The single family dwelling development review process changes were also reviewed. Council determined to add the requirement in Appendix B that the site plan must be completed by a professional. Council and staff discussed the necessity of a final survey on new construction after a foundation survey has been completed and Council determined to keep this requirement. Next week Council will review minor and major site plans.

**3. Adjournment.**

At approximately 5:45 pm Councilmember Strickland moved to recess the Special Meeting until 5:00 pm on June 25<sup>th</sup> in the Council Conference Room. The motion was seconded by Councilmember Cashion and passed unanimously with a vote of 5-0.

Respectfully Submitted,

Lauren Craig,  
Village Clerk

**MINUTES OF  
VILLAGE COUNCIL REGULAR MEETING  
JUNE 24, 2014**

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

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, June 24, 2014 in the Assembly Hall of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Mr. Clark H. Campbell, Councilmember  
Mr. John R. Cashion, Mayor Pro-Tem  
Ms. Claire L. Phillips, Councilmember  
Mr. John C. Strickland, Councilmember  
Mr. Andrew M. Wilkison, Village Manager  
Ms. Lauren M. Craig, Village Clerk

Excused Absence: Ms. Nancy Roy Fiorillo, Mayor

And approximately 26 attendees, including 6 staff and 1 press.

**1. Call to Order.**

Mayor Nancy Roy Fiorillo called the meeting to order.

**2. Invocation and Pledge of Allegiance**

Andrew M. Wilkison, Village Manager offered the invocation and led everyone in the Pledge of Allegiance.

**3. Presentation of resolutions honoring service on Council boards/commissions: Howard Warren (HPC), Ginsey Fallon (Water Committee), Bob Farren (Water Committee), Jerry Townley (Water Committee), and Charles Holbrook (Water Committee).**

The Council presented resolutions honoring the service of several volunteers for the Village of Pinehurst. Andy Wilkison presented the resolution to Ginsey Fallon, Councilmember Campbell presented the resolution to Bob Farren, Councilmember Strickland presented the resolution to Howard Warren, Councilmember Cashion presented the resolution to Charles Holbrook, and Councilmember Phillips presented the resolution to Jerry Townley.

**4. Reports**

**Manager**

- None.

**Council**

- Councilmember Cashion noted the outstanding job that everyone did for the 2014 U.S. Open Championships.

**5. Motion to Approve Consent Agenda.**

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

- A. Resolution honoring member of the Board of Adjustment and Chairman on the Planning and Zoning Board (Hardt)
- B. Motion to Receive Budget Amendments Report to Council for the Period May 16-June 15, 2014
- C. Approval of Draft Village Council Meeting Minutes

**MINUTES OF  
VILLAGE COUNCIL REGULAR MEETING  
JUNE 24, 2014**

May 6 Special Meeting  
May 7 Special Meeting  
May 13 Regular Meeting  
May 14 Special Meeting  
May 16 Special Meeting  
May 21 Special Meeting  
May 27 Regular Meeting  
May 27 Closed Session  
May 28 Special Meeting

**End of Consent Agenda.**

Councilmember Strickland moved to approve the Consent Agenda. The motion was seconded by Councilmember Campbell and passed unanimously with a vote of 4-0.

**6. Consideration of resolution appointing member to the Planning and Zoning Board/Board of Adjustment (Larsen)**

The Manager explained the need to consider the appointment of Myles Larsen to the Planning and Zoning Board/Board of Adjustment. Upon a motion by Councilmember Campbell, seconded by Councilmember Phillips, Council approved resolution 14-38 appointing Myles Larsen to the Planning and Zoning Board/Board of Adjustment by a vote of 4-0. (A copy of this resolution can be found in the Resolution Book.)

**7. Consideration of resolution appointing new Chairman of the Planning and Zoning Board (Engelfried).**

Upon a motion by Councilmember Campbell, seconded by Councilmember Strickland, Council approved resolution 14-37 appointing Fred Engelfried as the new Chairman of the Planning and Zoning Board by a vote of 4-0. (A copy of this resolution can be found in the Resolution Book.)

**8. Badge and Service Sidearm Request**

The Manager explained the need to consider the request of Sgt. Tina Sheppard to purchase her badge and service sidearm for \$400 exercised in the Retirement Recognitions and Gifts policy. Upon a motion by Councilmember Strickland, seconded by Councilmember Campbell, Council approved that the Village of Pinehurst sell the badge and service sidearm of retiring Pinehurst Police Department Sgt. Tina Sheppard to her for the amount of \$400 as stated in the Retirement Recognitions and Gifts policy and authorized in NCGS 20-187.2 by a vote of 4-0.

**9. Town of Taylortown-Fire Suppression Contract**

The Manager explained that John Frye prepared the agenda item for the need to consider a new contract with Taylortown for fire protection services. Upon a motion by Councilmember Campbell, seconded by Councilmember Phillips, Council approved that the Mayor or her designee be authorized to execute a contract between the Village of Pinehurst and the Town of Taylortown for fire protection services by a vote of 4-0.

**10. CCNC Garbage Contract.**

Jeff Batton, Assistant Village Manager explained the arrangement with CCNC to maintain their private residential garbage collection noting there are three contractors that perform this work and the contract for Lofton Garbage Services is of an annual amount that exceeds the authority of the Village Manager and will need Council's authorization. Councilmember Campbell suggested taking this out for bid in the future. Upon a motion by Councilmember Strickland, seconded by Councilmember Phillips, Council approved that the Mayor or her designee be authorized to execute a contract between the Village of Pinehurst and Lofton Garbage Services to provide Solid Waste Services for the collection of household trash, recyclables and yard waste in the Country Club of North Carolina with said contract to expire on June 30, 2015 by a vote of 4-0.

**MINUTES OF  
VILLAGE COUNCIL REGULAR MEETING  
JUNE 24, 2014**

**11. Contract Renewal - On-call Engineering Services**

Jeff Batton, Assistant Village Manager explained the need to consider a contract renewal with McGill and Associates for on-call engineering services. He noted the value of the contract is approximately \$75,000 annually and will need Council's approval. Upon a motion by Councilmember Cashion, seconded by Councilmember Strickland, Council approved that the Mayor or her designee be authorized to enter into a contract with McGill Associates, P.A. entitled Task Order #19 for on-call services effective July 1, 2014 to June 30, 2015 by a vote of 4-0.

**12. Budget Ordinance to Consolidate U.S. Open Expenses**

The Manager explained the need to consider a budget ordinance to consolidate the U.S. Open Expenses and he noted that there are no additional funds being requested it is simply a transfer of the budgeted funds. Upon a motion by Councilmember Phillips, seconded by Councilmember Strickland, Council approved Ordinance 14-26 amending the budget for the Village of Pinehurst to consolidate the budget for the U.S. Open related costs by a vote of 4-0. (A copy of this ordinance can be found on the Ordinance Book.)

**13. Other Business**

**A. Consideration to execute a change order for Sandhills Contractors, Inc. for Phase III of the Jackson Hamlet Sewer Project.**

Jeff Batton, Assistant Village Manager explained a change order that has been requested for the Jackson Hamlet Sewer Project Phase III and staff recommends the Council approve this to continue the work. Jeff Batton noted the need for this change order due to a delay for easements and price increases the contractor will incur due to this delay. The motion wording was also noted giving the Village Manager more authority to execute change orders up to \$10,000 without prior approval of Council. This project is covered by a CBDG grant that the Village has received. Upon a motion by Councilmember Strickland, seconded by Councilmember Phillips, Council approved that the Mayor, Village Manager or the Mayor's designee be authorized to execute change order number #1 in the amount of \$2,197.10 to the Sandhills Contractors, Inc. contract for Phase III of the Jackson Hamlet Sewer Project; and further do hereby move that the Village Manager be authorized to execute any change order to the same contract, for up to \$10,000, without prior approval of the Village Council with the condition that any single change order of \$5,000 or more be reported to Council at the next regularly scheduled Council meeting. This motion passed by a vote of 4-0.

**B. Councilmember Strickland suggested the Ambassador Program could be utilized in the future throughout the Village and would like staff to consider this. He also suggested holding a merchant meeting to receive feedback on the US Open events. Natalie Dean noted she is setting up a merchant meeting soon to follow up on this.**

**14. Comments from attendees.**

- Audience member Frank Pacifico noted his disappointment that the metal building is in the same location and that tax dollars have been spent with adding plantings to hide the building. He suggested moving the Village maintenance buildings to the lot on Murdocksville Road. Mr. Pacifico explained he is getting a petition signed against this building. Council held a discussion about this with Mr. Pacifico. Audience member Doug Middaugh encouraged the Council to reconsider the budgeted funds planned for this building.

**15. Motion to Adjourn.**

Councilmember Campbell moved to adjourn the Regular Meeting. The motion was seconded by Councilmember Strickland and carried unanimously. The Regular Meeting adjourned at 5:27 p.m.

Respectfully Submitted,

Lauren M. Craig  
Village Clerk

**MINUTES OF  
VILLAGE COUNCIL SPECIAL MEETING  
JUNE 25, 2014**

**395 MAGNOLIA ROAD  
COUNCIL CONFERENCE ROOM  
PINEHURST, NORTH CAROLINA  
4:00 P.M.**

The Pinehurst Village Council reconvened the Special Meeting at 5:00 P.M. on Wednesday, June 25, 2014 in the Council Conference Room of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Mr. John R. Cashion, Mayor Pro-Tem  
Mr. Clark H. Campbell, Councilmember  
Ms. Claire L. Phillips, Councilmember  
Mr. John C. Strickland, Councilmember  
Mr. Andy Wilkison, Village Manager  
Ms. Lauren Craig, Village Clerk  
Mr. Bruce Gould, Senior Planner

Excused absence: Ms. Nancy Roy Fiorillo, Mayor

And approximately 4 attendees, including 1 staff and 0 press.

**1. Call to Order and Reconvened the Special Meeting from June 18, 2014.**

Mayor Pro Tem John Cashion called the meeting to order and reconvened the Special Meeting from June 4, 2014.

**2. Draft Pinehurst Development Ordinance Discussion Chapter 9.**

Mayor Pro Tem Cashion suggested the staff and Council start by discussing the plans for moving forward with the review of the development ordinance. Bruce Gould, Senior Planner noted the plan to review the minor and major site plans and minor and major subdivisions, the appendix, and then go back through topics that have been left undetermined. Councilmember Campbell suggested Council get rid of the fee in lieu of sidewalks for now, leaving the current regulations, and address it later if it becomes an issue. Bruce Gould noted the need to determine the fee in lieu of park space regulations and Council discussed several suggestions and the authority within the General Statutes.

Mr. Gould noted areas of change in the Site Plan Development Standards. Council determined that all major site plans should go through a public hearing both at the Planning and Zoning Board and Council levels. Changes drafted for subdivision standards were discussed including the definition of major and minor subdivisions. Council determined to add public hearings at both the Planning and Zoning Board and Council level also for major subdivisions. Mr. Gould shared a proposed change with the approval authority of a preliminary plat after the General Concept Plan and Council discussed this process. Council reviewed the section regarding required open space for each of the zoning districts. It was noted that fee in lieu of land dedication still needs a decision and the remainder of the development ordinance has not been changed.

**3. Adjournment.**

At approximately 6:45pm Councilmember Campbell moved to recess the Special Meeting until 5:00pm on July 9<sup>th</sup> in the Council Conference Room. The motion was seconded by Councilmember Strickland and passed unanimously with a vote of 4-0.

Respectfully Submitted,

Lauren Craig,  
Village Clerk



## **MOTION TO RECEIVE BUDGET AMENDMENTS REPORT FOR JUNE 30, 2014**

### **ADDITIONAL AGENDA DETAILS:**

**FROM:**

John Frye

**CC:**

Andy Wilkison & Natalie Dean

**DATE OF MEMO:**

7/15/2014

**MEMO DETAILS:**

Attached is the monthly budget amendment report outlining budget amendments approved by the Budget Officer for the period of June 16-June 30, 2014.

**ATTACHMENTS:**

Description

📎 [Budget Amendments Report-06/30/14](#)



**VILLAGE OF PINEHURST  
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER  
FOR THE PERIOD JUNE 16 - JUNE 30, 2014**

Under Village of Pinehurst Ordinance #13-27, the Village Council grants the Budget Officer, or Village Manager the ability to transfer appropriations under specific conditions. These conditions allow transfers of up to \$10,000 between departments (including contingency) of the same fund for the 2013-2014 Budget. The Budget Officer may **not** transfer monies between funds at any time.

According to Section 159-15 of The Local Government Budget and Fiscal Control Act, "any such transfers shall be reported to the governing board at its next regular meeting and shall be entered in the minutes". Listed below are the amendments authorized by the Budget Officer for the period specified above.

Note: Since appropriations are made at the department level, line item adjustments within the same department may be made without limit and do not require a report since they do not actually amend the adopted budget ordinance.

|   | <u>ACCOUNT<br/>NUMBER</u> | <u>DESCRIPTION</u>                                                                                  | <u>DEBIT</u> | <u>CREDIT</u> | <u>APPROVED<br/>DATE</u> |
|---|---------------------------|-----------------------------------------------------------------------------------------------------|--------------|---------------|--------------------------|
| 1 | 10-40-720-7300            | Capital Outlay: Furniture & Fixtures                                                                | \$ 8,300     |               | 6/26/2014                |
|   | 10-00-990-9999            | General Contingency                                                                                 |              | \$ 8,300      |                          |
|   |                           | <i>(Additional funding needed to cover the installation cost for Phase II way-finding signage.)</i> |              |               |                          |



## **REQUEST FOR CONTRACTED AUTHORIZATION & AWARD OF ANNUAL STREET RESURFACING & IMPROVEMENT PROJECT**

### **ADDITIONAL AGENDA DETAILS:**

**FROM:**

Ralph Bowen, Jr., Infrastructure Superintendent

**DATE OF MEMO:**

7/15/2014

**MEMO DETAILS:**

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

The current budgeted funds for this activity are \$801,300. The original bid submitted by Riley Paving, Inc. is \$736,065.40 including alternates. The current contract award is for \$614,588 less alternates. With adjustments to the alternate bid line items, the Village should be able to resurface 1.0 additional miles of street to bring this resurfacing project to 4.47 miles paved along with 8.94 (4.47 miles x 2) shoulder/drainage repair for the resurfaced streets.

A Bid Summary detailing the project is attached for your information. The motion will authorize the Manager to approve all change orders up to the budgeted amount in order to complete the additional miles of repair and repaving. If you have any further questions, please contact me at your convenience.

**ATTACHMENTS:**

Description

- ▢ [2015 Street Resurfacing Bid Tabulation](#)

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

| Item | Description                                                | Unit | Total Qty | Hudson Paving | Barnhill Contr. | Riley Paving |
|------|------------------------------------------------------------|------|-----------|---------------|-----------------|--------------|
| 1    | 1.25" NCDOT TypeSF9.5A Overlay                             | SY   | 41,438    | \$9.00        | \$8.70          | \$7.45       |
| 2    | Class 'A' Full Depth Patching (3" depth Type I-19B binder) | SY   | 10,000    | \$39.00       | \$27.10         | \$26.00      |
| 3    | Adjust Manholes, Structural Adjustment                     | EA   | 59        | \$350.00      | \$318.00        | \$225.00     |
| 4    | Adjust Water Valves, Structural Adjustment                 | EA   | 15        | \$300.00      | \$343.00        | \$220.00     |

|                       |  |  |  |                     |                     |                     |
|-----------------------|--|--|--|---------------------|---------------------|---------------------|
| <b>TOTAL BASE BID</b> |  |  |  | <b>\$788,092.00</b> | <b>\$655,417.60</b> | <b>\$585,288.10</b> |
|-----------------------|--|--|--|---------------------|---------------------|---------------------|

|     |                                                       |    |        |          |          |          |
|-----|-------------------------------------------------------|----|--------|----------|----------|----------|
| ALT | Thermoplastic Pavement Marking - White (4")           | LF | 16,000 | \$1.25   | \$0.80   | \$0.70   |
|     | Thermoplastic Pavement Marking - Yellow (4")          | LF | 16,000 | \$1.25   | \$1.00   | \$0.85   |
|     | Thermoplastic Pavement Symbols - 24" wide 'stop bars' | EA | 15     | \$200.00 | \$229.00 | \$200.00 |
|     | Thermoplastic Pavement Symbols - Stop Ahead Letters   | EA | 2      | \$500.00 | \$858.00 | \$750.00 |

|                       |  |  |  |                    |                    |                    |
|-----------------------|--|--|--|--------------------|--------------------|--------------------|
| <b>ALT - BID ITEM</b> |  |  |  | <b>\$44,000.00</b> | <b>\$33,951.00</b> | <b>\$29,300.00</b> |
|-----------------------|--|--|--|--------------------|--------------------|--------------------|

|                                            |  |  |  |                     |                     |                     |
|--------------------------------------------|--|--|--|---------------------|---------------------|---------------------|
| <b>TOTAL OF BASE + ALTERNATE BID ITEMS</b> |  |  |  | <b>\$832,092.00</b> | <b>\$689,368.60</b> | <b>\$614,588.10</b> |
|--------------------------------------------|--|--|--|---------------------|---------------------|---------------------|

Estimate Cost per Mile (3.47)

**\$239,795.97**

**\$198,665.30**

**\$177,114.73**



## **TRACK RESTAURANT LEASE AGREEMENT**

### **ADDITIONAL AGENDA DETAILS:**

**FROM:**

Mark Wagner

**CC:**

Jeff Batton, Andy Wilkison

**DATE OF MEMO:**

7/8/2014

**MEMO DETAILS:**

Staff is proposing the Village enter into a new five (5) year lease with the current operators of the Track Restaurant, Real and Tracy Cormier. They have been operating the Track Restaurant since 2002 and want to continue doing so. The current lease expired on June 30, 2014 for the approximately 1,500 sq. ft. building located on the grounds of the Harness Track at 200 Beulah Hill Church Road South.

The proposed monthly rental amount is increasing from \$433/month to \$550/month for the initial term of the lease. The Village may increase the rent annually based on the current Consumer Price Index.

To authorize the execution of the lease, Council will need to consider the attached resolution in accordance with NCGS 160A-272. The tenants have reviewed the proposed lease and are in agreement with all terms contained in the document. The Village Attorney has also reviewed the agreement. If Council approves, we will need the Mayor's signature on the Lease Agreement which has already been signed by the Cormier's.

Thank you for your consideration of this request and should you have any questions, please let me know.

**ATTACHMENTS:**

Description

- ❑ [Track Restaurant Lease](#)
- ❑ [Resolution 14-43](#)

**STATE OF NORTH CAROLINA**

**COUNTY OF MOORE**

**LEASE AGREEMENT**

**W I T N E S S E T H**

**THIS LEASE AGREEMENT**, made as of this 1st day of July 2014, between the Village of Pinehurst, a Body Corporate and Politic in Moore County, North Carolina (hereinafter referred to as "Landlord") and Real and Tracy Cormier, (hereinafter referred to as "Tenant").

In consideration of the rent to be paid, the mutual covenants and agreement contained herein, and of other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged by both parties, that, subject to the terms and conditions hereinafter set forth, the Landlord does hereby demise and let and the Tenant does hereby rent and hire from the Landlord, the Pinehurst Track Restaurant located at 200 Beulah Hill Church Road South, Village of Pinehurst, NC (hereinafter referred to as the "Premises"), for the term set forth, at the rent stated, and which Premises shall be used and occupied by Tenant only for the uses permitted, and upon all terms, covenants, and conditions set forth below.

**1. TERM.** The term of this lease shall be for a period of sixty (60) months, commencing on July 1, 2014 and ending on June 30, 2019. Tenant represents and warrants that there is no undisclosed principal and that the Tenant is and will be Real and Tracy Cormier only and no other person or entity.

**2. RENTAL.**

(a) **Basic Rent.** The Tenant covenants and agrees to pay the Landlord during the first twelve month period an annual basic rent of \$6,600.00 payable \$550.00 per month in advance on or before the fifth day of each month. Landlord reserves the right to increase the rent by the consumer price index for each subsequent twelve-month period payable in advance on or before the fifth day of each month. A late fee of 10% of the basic rent will be charged for payment received after the fifth of each month. Alterations and improvements may be made to the structure at Tenant's expense only in accordance with the procedures noted in item six of this Lease. Alterations and improvements, that are deemed necessary and/or desirable by the Landlord, may be eligible for a credit of 50% of the improvement's value toward the basic rent. The Landlord will make the sole determination as to whether a credit on rent would be applied. In such instances, the Landlord reserves the right to apply the credited amount over a period of up to thirty-six months.

(b). **Other Normal Items.** Taxes, assessments, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of the Tenant to pay those items and all other damages, costs, expenses and sums that Landlord may suffer or incur or that may become due by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this lease, including reasonable attorney fees incurred by Landlord based upon prevailing hourly charges in connection with the enforcement of this Lease, shall be deemed to be a prior charge and , in the event of non-payment within thirty (30) days upon demand in writing, Landlord shall have all the rights and remedies as herein provided under default.

**3. COVENANT OF TITLE AND QUIET POSSESSION.** Subject to the terms, provisions and conditions herein set forth, the Landlord covenants, represents, warrants and agrees that Tenant shall have and enjoy the Premises during the term hereof free from adverse claims of any and all other persons whomsoever.

**4. USE OF PREMISES.**

(a). Landlord guarantees that Tenant may use the spaces in front and adjacent to the Restaurant for parking for Tenant's customers and that access to Route #5 for Tenant's customers will remain open unless circumstances beyond the control of Landlord occur. For certain special events parking may be limited or relocated.

(b). The sole and exclusive use of the Premises use for the operation of a Non Franchise Restaurant for the preparation and sale of meals on the Premises. As used herein, the term Franchise means a National, Regional or Local Franchise food operation, as for example, a McDonalds, Hardees or Vito's Pizza operation.

(c). Tenant agrees to have restaurant open for business at least Tuesday through Sunday from September 1 through June 1, excluding holidays and days closed for repair or maintenance.

(d). Other uses by Tenant or any part of the Premises must first be authorized in writing by Landlord.

(e). Video games, pinball machines and pool tables are strictly prohibited.

(f). Tenant may apply for a wine and beer license and serve beer and wine only with the sale of food. Draft beer, liquor by the drink, advertising mentioning alcohol, selling beer "to go" and alcohol specials are all strictly prohibited.

(g). Tenant agrees to suspend business operations at 11:00am annually on the date of the Spring Matinee Races. The specific date of the Spring Matinee Races will be determined each year during the term of the lease in conjunction with the Pinehurst Driving and Training Club.

**5. ACCEPTANCE OF PREMISES.** Tenant accepts the Premises in an "as is" condition and Landlord makes no representations or warranties regarding the condition of the Premises. Repairs and improvements, however, will be made by Landlord as time and funds permit.

**6. ALTERATION AND IMPROVEMENTS.** The Tenant shall have the right and privilege at any time during the term of this Lease to make, at its own expense, such minor changes, improvements and alterations to the Premises as the Tenant may desire; provided however, the Tenant shall not make any material or structural changes to the Premises without the prior written consent of the Landlord, and such alterations so made shall be made at the sole cost and expense of the Tenant. Upon the termination or expiration of this Lease, all the said improvements shall remain in the Premises and become the sole property of the Landlord, and the Tenant will take any and all action and sign any and all documents reasonably required by the Landlord to effect or confirm the Landlord's ownership of said improvements.

Landlord reserves the right to terminate Lease without penalty at anytime Federal, State, or Local mandates require the Landlord to invest four times the monthly rent for building improvements or repairs.

**7. FIXTURES.** The Tenant may, during the term of this Lease, remove from the Premises all trade fixtures which the Tenant may have installed at its own expense in the said Premises, or otherwise acquired, provided the Tenant is not in default under any of the terms and conditions of this Lease and provided further that the same can be removed without injury to the Premises. Tenant shall repair any damages to the Premises caused by the removal of such trade fixtures. No trade fixture shall be removed unless the Landlord has previously given its written consent prior to its installation confirming that such item is a trade fixture. In the event no such written confirmation is obtained from the Landlord by the Tenant prior to installation, then such improvement shall be conclusively deemed an alteration or improvement under Paragraph 6 above.

**8. UTILITIES/MISCELLANEOUS SERVICES.** All applications and connections for necessary utility services, including but not limited to gas, water, fuel, electricity, telephone service and other utilities used by it in connection with the said Premises shall be made in the name of the Tenant only and Tenant shall be solely responsible and liable for such utility charges as they become due.

**9. DAMAGE OR DESTRUCTION BY FIRE OR ACT OF GOD.** In the event of damage to the Premises by fire or act of God, the Tenant shall give immediate notice thereof to Landlord who shall, except as provided below, have the damage to the Premises repaired with reasonable speed at the Landlord expense, due allowance being made for reasonable delay that may arise by reasons of adjustment of losses under insurance policies on the part of the Landlord and/or Tenant or any other cause beyond the Landlord's control, and to the extent that the Premises are rendered untenable, the rent shall proportionately abate; provided, however that if the damage to the Premises shall be so extensive that the Landlord shall in its sole discretion decide not to repair or rebuild, this Lease, at the option of the Landlord, shall be terminated upon written notice to the Tenant, and the rent in such case, shall be paid to or adjusted as of the date of such damage, and in such case the Tenant shall thereupon vacate the Premises and surrender the same to the Landlord.

**10. INDEMNIFICATION AND LIABILITY INSURANCE.** The Landlord shall not be liable for any damage to property or person by reason of the Tenant's use or occupancy of the Premises and the Tenant agrees to save Landlord harmless from and against all claims, suits, demands, actions, and the cost and expense thereof, including attorneys fees, arising out of any property damage or personal injury whatsoever occurring in or on the Premises. The Tenant further specifically agrees that it will procure and keep in force at its expense, Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, and Alcoholic Beverage Liability Insurance in an amount no less than \$1,000,000.00 per occurrence, which policy or policies of insurance shall show Landlord as an additional insured as Landlord's interest may appear. Tenant will cause a certificate of insurance to be furnished to Landlord evidencing such coverage and said policy shall provide that said insurance may not be canceled without written notice to Landlord at least thirty (30) days prior to any cancellation.

**11. PROPERTY INSURANCE, LICENSES AND TAXES.** Landlord shall keep the building of which the Premises are a part insured against loss or damage by fire or other casualty to the extent of the full insurable value thereof, excluding fixtures, improvements, alterations and changes made by the Tenant. All insurance proceeds collected shall be used toward the full compliance with the obligations of Landlord set forth herein relating to the duty of Landlord to maintain the Premises in good repair. Tenant, at its sole cost and expense, shall keep all property and interests in property owned by Tenant located on or in the Premises insured for the benefit of Tenant in such amount and to such extent as Tenant determines desirable against loss or damage by fire and against such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to said property. Landlord shall pay all ad valorem taxes which may be assessed, levied or charged against the Premises by governmental authorities, and the Tenant shall pay all operating license fees for the conduct of its business, and all ad valorem taxes, assessments and other governmental or public charges assessed, levied or charged against its personal property, trade fixtures, inventory, stock or merchandise and other property owned by Tenant.

**12. MAINTENANCE AND REPAIRS.** During the term of this Lease, the Landlord shall maintain, keep and repair at its own expense, the roof, exterior walls (excluding glass), hot water heater, heating and cooling systems, electrical and plumbing systems, and the exterior grounds of the building, but Tenant shall give Landlord seven (7) days written notice of needed repairs and Landlord shall have a reasonable time thereafter to make them. Except for the roof and exterior walls (excluding glass), hot water heater, heating and cooling systems, electrical and plumbing systems, and the exterior grounds of the building, but the Tenant shall keep and maintain the Premises, including hood system in as good order and condition and state of repair as the same is or may be put by Landlord, ordinary wear and tear excepted, and Tenant shall repair and maintain the Premises, all at Tenant's sole expense. Landlord shall provide monthly pest control service. Tenant further agrees that it is satisfied with the physical condition of the Premises and that its taking possession of same is conclusive evidence of the receipt of same in good order and repair, and Tenant agrees that no representation as to the condition of repair has been made. Tenant further agrees to keep the exterior free of debris, trash, or equipment.

**13. SURRENDER OF POSSESSION.** Upon the termination or expiration of this Lease the Tenant shall surrender the Premises to Landlord in good order and condition and state of repair, ordinary wear and tear excepted.

**14. WAIVER OF SUBROGATION.** Landlord and Tenant, each for itself and its personal representatives, successors and assigns, covenants and agrees with the other that no claim shall be made and no suit or action, either at law or in equity, shall be brought by either, through or under the Landlord or Tenant, their heirs, personal representatives, successors, sub lessees or assigns, against the other or their officers, agents, employees, successors, sub lessees or assigns, for any loss, cost or damage to the Premises, or the building in which the Premises are situated, or any improvement or other property located thereon, caused by or resulting from fire, explosion or other casualty of whatsoever maintained on the Premises or the contents thereof. All policies of insurance carried and maintained pursuant to this Lease shall contain or be endorsed to contain provision whereby the insured hereunder waives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant.

**15. SIGNS.** Tenant shall not erect, affix or display any awnings, signs or advertisements on the windows or exterior of the Premises without Landlord's written consent and the consent of any necessary governmental authorities.

**16. SUBORDINATION.** This Lease is subject and subordinate to all deeds of trust which may now or hereafter affect such Lease of the real property on which the Premises are located and form a part, and to all renewals, modifications, consolidations, replacements or extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgage or holder of any deed of trust, and in confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's Attorney - in - Fact to execute any such certificate or certificates on behalf of Tenant.

**17. HOLDING OVER.** In the event Tenant remains in possession after the expiration of this Lease without the execution of a new Lease, the Tenant shall not acquire any right, title, or interest in or to the Premises, and in such event, the Tenant shall occupy the Premises as a Tenant from month - to - month at the last effective rent rate, but both Landlord and Tenant shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable.

**18. INSOLVENCY OF TENANT.** In the event that a receiver is appointed to take possession of the assets of the Tenant, or a general assignment for the benefit of creditors of Tenant is made, or any action is taken against or allowed to be taken by Tenant under bankruptcy act or Tenant becomes insolvent, then upon election of the Landlord, this Lease shall cease and terminate upon ten (10) days written notice by Landlord to Tenant.



**19. DEFAULT.** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events shall occur, to wit:

(a) Any installment of rent above referred to, or any other sums required to be paid by the Tenant hereunder, or any part thereof shall at any time be in arrears and unpaid for thirty (30) days after its due date;

(b) There be any default on the part of the Tenant in the observance or performance of any of the other covenants, agreements or conditions of this Lease, on the part of the Tenant to be kept or performed, and said default shall continue for a period of twenty (20) days after written notice thereof is given by Landlord to Tenant;

Then and in such event it shall be lawful for the Landlord, at its option, to declare the said term ended and to enter into the Premises or any part thereof, either with or without process of law, and expel the said Tenant, or any person or persons occupying the Premises, using such force as may be necessary to do so, and so to repossess and enjoy the Premises as in the Landlord's former estate, all without prejudice to any other legal remedy Landlord may have on account of such default. Should said term of any time be ended by the election of the Landlord under the terms of and conditions hereof, or in any other manner, the Tenant covenants and agrees to surrender and deliver up the said Premises and property peaceable to the Landlord immediately upon the termination of the said term.

**20. RIGHT OF ENTRY.** Landlord's representative shall have the right to enter the Premises at all reasonable hours to examine same and make such alterations and repairs as may be desired and may during the ninety (90) day period of the term of this lease, or any extension or renewal thereof, show same to prospective Tenants at all reasonable hours and shall permit the usual notices of "For Rent" or "For Sale" to be placed on the Premises and to remain thereon without hindrance or molestation.

**21. ASSIGNMENT AND SUBLETTING.** Tenant may not assign or transfer this Lease of any estate, interest, or benefit thereof or sublet the Premises or any part or parts thereof. Landlord shall have the absolute right to assign this Lease without receiving the consent of the Tenant, and Tenant shall be obligated to any such assignee of Landlord under the term and provisions of this Lease as it Tenant had initially entered into this Lease Agreement with such assignee.

**22. NOTICES.** Any notice provided herein shall be deemed to have been served sufficiently if the same shall be in writing and either hand delivered to the addressee designated below or mailed via registered or certified mail, return receipt requested addressed as follows:

AS TO LANDLORD: 395 Magnolia Road  
Pinehurst, NC 28374

AS TO TENANT: P.O. Box 3474, Pinehurst, NC 28374

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this Paragraph.

**23. PARAGRAPH HEADINGS, ETC.** The paragraph headings throughout this instrument are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, simplify or aid in the interpretation, construction or meaning of the provisions of this Lease. Whenever used herein, a pronoun in the neutral gender shall include the masculine and feminine gender and the singular, the plural unless the context clearly indicates otherwise.

**24. LEASE BIND ON HEIRS, ETC.** It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, and that no modification of this Lease shall be binding unless evidenced by an agreement in writing signed by both the Landlord and the Tenant.

**25. ENTIRE AGREEMENT.** This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereto and sets forth all of the representatives and warranties of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral and written agreements, representations, warranties or understandings with respect to the subject matter hereof.

**26. IDENTITY OF INTEREST.** The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between the Landlord and Tenant the relationship of principal between them be only that of Landlord and Tenant.

**27. CONTROLLING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF,** each party has hereunto set its hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal hereunto affixed by authority of its Board of Directors, in duplicate originals, as the day and year first above written.

**LANDLORD:**

**Village of Pinehurst**

By: \_\_\_\_\_  
Nancy Fiorillo, Mayor

**ATTEST:**

\_\_\_\_\_  
Lauren Craig, Village Clerk

\_\_\_\_\_  
Real and Tracy Cormier  
Federal ID # \_\_\_\_\_  
Social Security # \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING**

Through the course of a year, the Village of Pinehurst contracts for various construction projects. The Village finds it necessary to impose certain minimum insurance and hold harmless requirements upon contractors performing the work. The insurance requirements are beneficial to both the Village and the contractors.

In order to be considered an “eligible contractor” to complete projects as called upon, the contractor agrees with the Village to the following requirements:

### **GENERAL PROVISION**

**A. WORKMAN’S COMPENSATION:** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employers’ liability with a limit of \$500,000.00 for each accident, \$500,000.00 bodily injury by disease, each employee; and \$500,000.00 bodily injury by disease, policy limit.

**B. COMMERCIAL GENERAL LIABILITY:** Coverage shall have minimum limits of \$1,000,000.00\_ general aggregate, products/completed operations aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form damage, XCU coverage and contractual liability. The coverage shall be written on an occurrence basis.

**C. BUSINESS AUTO LIABILITY:** Coverage shall have minimum limit of \$100,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

**D. UMBRELLA/EXCESS LIABILITY:** At the option of the contractor, the limits of the primary general liability, auto liability and employers’ liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the municipality and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

### **SPECIAL REQUIREMENTS**

**A.** Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an “eligible contractor”. Renewal certificates shall be sent to the Village thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the Village in the event of cancellation or modification of any stipulated insurance coverage. Certificate of insurance meeting the required insurance provisions shall be forwarded to the Village of Pinehurst. Wording on the certificate, which states that no liability shall be imposed upon the company for failure to provide such notice, is not acceptable.

**B.** It shall be the responsibility of the contractor to insurer that all subcontractors comply with the same insurance requirements that he is required to meet.

**HOLD HARMLESS**

The contractor agrees to protect, defend, indemnify and hold the Village of Pinehurst and its officers, employees and agents free and harmless from and against any and all losses, penalties damages, settlements, costs, charges professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the contractors. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

This memorandum of understanding expires upon written notification from either party.

Signed:

\_\_\_\_\_  
Village of Pinehurst

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION #14-43:**

**A RESOLUTION AUTHORIZING LEASE OF PROPERTY  
FOR THE VILLAGE OF PINEHURST**

**THAT WHEREAS,** the Village of Pinehurst owns property at 200 Beulah Hill Church Road South, Pinehurst, NC 28374; and

**WHEREAS,** the Tenant, Real and Tracy Cormier, have operated the Pinehurst Track Restaurant since 2002 in this location and are interested in entering into a new five year lease for this purpose; and

**WHEREAS,** the Village and the Tenant have agreed to lease for a term of 60 months beginning on July 1, 2014, at a lease rate of \$550 per month in the first year, and is eligible to increase based on the Consumer Price Index annually thereafter; and

**WHEREAS,** North Carolina General Statute § 160A-272 authorizes the Village to enter into leases of up to 10 years upon resolution of the Village Council;

**NOW, THEREFORE, BE IT RESOLVED,** that the Village Council of the Village of Pinehurst, North Carolina in a regular meeting on the 22<sup>nd</sup> day of July, 2014, as follows:

**SECTION 1.** That the Village Council hereby approves lease of the Village property described above to Real and Tracy Cormier for 60 months and directs the Mayor, Village Manager and Village Clerk to execute any instruments necessary to the lease.

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

(Municipal Seal)

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Lauren M. Craig, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney



## **REAPPROPRIATION BUDGET AMENDMENT FOR FY 2013-14 PROJECTS**

### **ADDITIONAL AGENDA DETAILS:**

**FROM:**

John Frye

**CC:**

Andy Wilkison & Natalie Dean

**DATE OF MEMO:**

7/16/2014

**MEMO DETAILS:**

Please see the attached memo for details.

**ATTACHMENTS:**

Description

- 📎 [Memo-Budget Amendment Reappropriating Funds](#)
- 📎 [Ordinance 14-30](#)

John G. Frye, CPA  
Village of Pinehurst  
395 Magnolia Road  
Pinehurst, NC 28374  
Phone: 910-295-8646  
Fax: 910-295-4434  
e-mail: jfrye@vopnc.org

## Village of Pinehurst

# Memo

**To:** Village Council  
**From:** John Frye  
**CC:** Andy Wilkison & Natalie Dean  
**Date:** July 17, 2014  
**Re:** Budget Amendment re-appropriating funds to complete projects from FY 2013-14

As you are aware, the Village had several projects underway at June 30, 2014 that need to be carried over to the next fiscal year. Per NCGS, the appropriations for these projects lapse at the close of the fiscal year and the funds are added to the Village's fund balance. In order for these projects to be completed, funds must be reappropriated in the current fiscal year. The attached ordinance is the budget amendment required to amend the FY 2014-2015 General Fund Budget for these projects, as these amounts were not included in the original budget adopted by Council on May 27, 2014.

I have included a summary below that indicates which projects are included in the budget ordinance:

|                       |                                           |    |                |
|-----------------------|-------------------------------------------|----|----------------|
| Human Resources       | Salary study-MAPS Group                   | \$ | 4,400          |
| Human Resources       | NCSU TOPS training contract               |    | 3,215          |
| Police                | Unexpended donations                      |    | 1,653          |
| Police                | Controlled substance taxes                |    | 1,005          |
| Fire                  | Fire hydrant installations                |    | 15,000         |
| Fire                  | Unexpended donations                      |    | 4,374          |
| Fire                  | VIPER radio equipment                     |    | 26,000         |
| Fire                  | Opticom system-NC DOT                     |    | 23,000         |
| Streets & Grounds     | Marshall Monument donations               |    | 3,941          |
| Streets & Grounds     | Traffic Circle tree relocations           |    | 2,800          |
| Recreation            | Unexpended donations                      |    | 704            |
| Recreation            | Greenway Wildlife Habitat donations       |    | 1,052          |
| Harness Track         | USGA funds to restore show rings          |    | 15,000         |
| Fair Barn             | Furnishings on order at year end          |    | 1,559          |
| Planning              | CAC grant awards pending at year end      |    | 3,355          |
| Community Development | Bicycle & Pedestrian Master Plan contract |    | 78,375         |
| Administration        | Assembly Hall lighting control project    |    | 28,000         |
| Recreation            | Rassie Wicker Park U.S. Open restoration  |    | 3,000          |
| Harness Track         | Storm drainage project completion         |    | <u>18,912</u>  |
| Total                 |                                           | \$ | <u>235,345</u> |

The items above include projects for which funds were donated that were not spent in the previous year. These would include the Police, Fire, Marshall Monument, Recreation, and Greenway Wildlife Habitat donations. Police controlled substance taxes also carry use restrictions.

The remainder of the items above are projects funded in the previous fiscal year that were not started and/or completed by June 30. In the Fire Department, hydrant installations and VIPER radio funds were not expended when planned. We are also waiting for the NC DOT to bill the Village for the Opticom control unit for the Highway 211/Rattlesnake traffic signal. The USGA paid the Village an additional \$15,000 in June to restore the show rings at the Harness Track. This work will be completed in July. The lighting control project for the Assembly Hall has also been delayed. Finally, the bicycle and pedestrian master plan is underway, but the majority of the work will be completed in the current fiscal year.

Thank you for your consideration of these projects. Should you have any questions, please do not hesitate to contact me.



**ORDINANCE #14-30:**

**AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2015, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND (RE-APPROPRIATE FY 2013-2014 FUNDS IN FY 2014-2015).**

**THAT WHEREAS**, funds that were restricted to specific uses were received by the Village in the fiscal year ending June 30, 2014 that were not expended but are expected to be expended in the fiscal year ending June 30, 2015 including Police donations, Fire donations, Marshall Monument donations, Recreation donations, greenway wildlife habitat donations, and Police controlled substance taxes; and

**WHEREAS**, the Village budgeted for expenditures in the fiscal year ending June 30, 2014 for various other projects that were not incurred, but are expected to be incurred in the fiscal year ending June 30, 2015; and

**WHEREAS**, the Village did not appropriate these funds in the original budget adopted for the year ended June 30, 2015;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 22<sup>nd</sup> day of July 2014, as follows:

**SECTION 1.** To amend the General Fund with regard to revenues and expenditures, the revenue and expenditure accounts are to be changed as follows:

| <u>Account No.</u> | <u>Account Name</u>              | <u>Debit</u> | <u>Credit</u> |
|--------------------|----------------------------------|--------------|---------------|
| 10-00-240-5300     | Contracted Services              | \$ 7,615     |               |
| 10-10-310-5402     | Dept. Supplies-Restricted        | 2,658        |               |
| 10-10-320-5400     | Dept. Supplies                   | 15,000       |               |
| 10-10-320-5402     | Dept. Supplies-Restricted        | 30,374       |               |
| 10-10-320-7400     | Capital Outlay: Equipment        | 23,000       |               |
| 10-20-420-5300     | Contracted Services              | 6,741        |               |
| 10-80-610-5400     | Departmental Supplies            | 704          |               |
| 10-80-610-6532     | Greenways Wildlife Habitat       | 1,052        |               |
| 10-80-620-7100     | Capital Outlay: Land             | 15,000       |               |
| 10-80-640-5901     | R&M: Furniture & Equipment       | 1,559        |               |
| 10-40-710-6970     | Grants for Community Projects    | 3,355        |               |
| 10-40-720-5800     | Professional Services            | 78,375       |               |
| 10-00-220-7420     | Capital Outlay: B&G Eq. Charges  | 28,000       |               |
| 10-00-970-7400     | Capital Outlay: Equipment        | 28,000       |               |
| 10-80-610-5904     | B&G Maintenance-ISF              | 3,000        |               |
| 10-00-970-5900     | R&M: Buildings & Grounds         | 3,000        |               |
| 10-80-620-7120     | Capital Outlay: B&G Land Charges | 18,912       |               |
| 10-00-970-7100     | Capital Outlay: Land             | 18,912       |               |

| <u>Account No.</u> | <u>Account Name</u>          | <u>Debit</u> | <u>Credit</u> |
|--------------------|------------------------------|--------------|---------------|
| 10-00-970-3560     | Charges to Other Departments |              | \$ 49,912     |
| 10-00-190-3905     | Fund Balance Appropriated    |              | 235,345       |

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

**THIS ORDINANCE** passed and adopted this 22<sup>nd</sup> day of July 2014.

(Municipal Seal)

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Lauren M. Craig, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney



## **INTERLOCAL AGREEMENT WITH MOORE COUNTY REGARDING ADDRESSING**

### **ADDITIONAL AGENDA DETAILS:**

**FROM:**

Bruce Gould

**CC:**

Andy Wilkison

**DATE OF MEMO:**

7/16/2014

**MEMO DETAILS:**

This Interlocal Agreement would transfer most addressing responsibility from the Village of Pinehurst to Moore County to increase efficiency within the county wide E-911 addressing process. If Council determines to move forward with this Interlocal Agreement, in accordance with NCGS 160A-464, Council must ratify this agreement by resolution. Attached is Resolution 14-47 for your consideration.

**ATTACHMENTS:**

Description

- ☐ [Presentation to the County Commissioners](#)
- ☐ [Interlocal Agreement](#)
- ☐ [Resolution 14-47](#)



# **Inter-local Agreement**

## **Municipal E-911 Address Assignment**

June 17, 2013

# Goal

- For all Moore County municipalities to participate in an inter-local agreement for E-911 address assignment, that follows National Emergency Number Association (NENA) standards which are reflected in the Moore County Road Name and Addressing Ordinance.
- Streamline the addressing process for residents/developers.
- Develop a process that allows Moore County GIS & Public Safety to review new & renamed road names within the municipalities to detect discrepancies with the 911 dispatch system.

# Addressing & Street Ordinance History

- Originally adopted on July 10, 1989
- Updated on June 19, 2000
- Latest revision approved on April 16, 2013
  - Clarified qualification requirements for new roads
  - “Content of Road Names” section added to aid citizens
  - Clarified petition process
  - The Board of Commissioners recommended to explore the possibility of entering into an inter-local agreement with the municipalities to better streamline the road naming and addressing process.

# Moore County Staff

**Administration:** County Manager – Wayne Vest

**GIS:** Coordinator – Chris Butts  
Address Administrator – Rachel Wall Smith

**Public Safety:** Director – Bryan Phillips  
E911 Manager – Kris Sheffield

**Planning:** Director – Debra Ensminger  
**Planning Board:** Chairman – Robert Hayter

**County Attorney:** Misty Leland

# **Background**

## **Importance of having a sound Addressing & Street Ordinance**

- Increases citizen safety to ensure that streets and addressing do not conflict with the 911 system.
- Standardizes addressing for preparation of Next Generation 911, multi-county call routing system.
- Establishes a streamline process so all citizens are aware of new roads and name changes.
- Defines structures that need to be addressed, establishes when a street needs to be named, and who as the authority.



# What Actions Have Been Taken?

- Once Moore County GIS had a revised Road Name and Addressing Ordinance, the goal was to follow these same standards for addressing with municipalities located in Moore County.
- We met with each municipality to discuss an Inter-local agreement to follow the Moore County Road Name & Addressing Ordinance and compiled this feedback.
- Drafted an **Inter-local Agreement Regarding Municipal E-911 Address Assignment by Moore County GIS** that was sent to each municipality representative for review.



# Summary of Agreement

- Allows Moore County GIS to have the authority to assign E-911 addresses and send notifications of discrepancies to the residents.
- Request that any new or renamed streets within the city limits be passed through Moore County GIS & Public Safety for a review, so we can give a recommendation based on any existing conflicts within the 911 system. The municipality would still have the final decision on road name once a recommendation was made.
- Any enforcement of addresses or road names will be up to the municipality along with any cost of creating new signs.

# Next Steps

- Meet with town & village mayors to present the **Inter-local Agreement Regarding Municipal E-911 Address Assignment** and seek their approval.

STATE OF NORTH CAROLINA  
MOORE COUNTY

INTERLOCAL AGREEMENT REGARDING  
MUNICIPAL E-911 ADDRESS ASSIGNMENT BY MOORE COUNTY GIS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between MOORE COUNTY, hereinafter referred to as "COUNTY" and \_\_\_\_\_, herein after referred to as "TOWN" located in Moore County, North Carolina, for the purpose of improving Emergency 911 (E-911) response through the conversion of existing municipal addresses to a consistent and coherent addressing system; and establishment of an official process by which roads are named, addresses are assigned and displayed, and the addressing system is maintained, the parties enter into the following Agreement:

WITNESSETH:

WHEREAS, the parties are authorized pursuant to Article 20 of NCGS, Chapter 160A to enter into Interlocal Agreements for the purpose of executing any undertaking; and

WHEREAS, the COUNTY is currently engaged in the process of naming all roads within the COUNTY'S addressing jurisdiction and in numbering all structures taking access thereon for purposes of providing a comprehensive county wide system to assist in prompt E-911 response; and

WHEREAS, the TOWN refers to the corporate limits and not the extra territorial jurisdiction (ETJ) of the TOWN; and

WHEREAS, the TOWN desires to have the COUNTY perform these services and other addressing associated functions within the TOWN, or a portion thereof; and

WHEREAS, the COUNTY has agreed to perform this task for the TOWN, without expense to the TOWN;

NOW, THEREFORE, in consideration of the mutual promises and benefits to both parties, the parties agree to the following:

- 1) The TOWN shall provide to the COUNTY maps or information necessary for address assignment (e.g., approved preliminary subdivision, mobile home park plats, individual building sites) that will assist the COUNTY in identifying addressable structures and road locations as soon as possible; and
- 2) The COUNTY will assign an E-911 address for each addressable structure taking access upon roads. The COUNTY will follow the addressing section of the Moore County Road Naming and Addressing Ordinance when assigning an address. The owner of the property on which the structure is located will be notified of the assigned address from the COUNTY; and
- 3) All COUNTY staff performing addressing for the TOWN shall notify the TOWN of any addresses assigned within the TOWN; and

- 4) The COUNTY shall provide an initial review of all proposed road names within the TOWN to insure compliance of the road name content compared to the Moore County Road Naming and Addressing Ordinance section for Content of Road Names. The COUNTY will recommend approving or not approving the proposed road name. The COUNTY recognizes the TOWN has final approval of all proposed road names within the TOWN. The TOWN shall provide the COUNTY with written approval of road name(s) and location; and
- 5) Road signage within the TOWN shall be the responsibility of the TOWN; and
- 6) The County's Road Naming and Addressing Ordinance, as it may be amended from time to time, by the execution of this contract as well as by a resolution of the TOWN, is hereby adopted by the TOWN, and shall apply with the same force and effect as the Road Naming and Addressing Ordinance of the TOWN as if fully set forth herein; and
- 7) Should any claims arise out of the services provided by the TOWN under this Agreement, the COUNTY agrees to indemnify and hold the TOWN, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against the TOWN, its employees, agents, contractors and Council Members arising as a result of the services performed on behalf of the COUNTY that are the subject of this Agreement and due to the negligence of the COUNTY, its employees, agents or contractors. The TOWN agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any of negligence brought against the COUNTY, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the COUNTY that are the subject of this Agreement and are due to the negligence of the TOWN, its employees, agents or contractors; and
- 8) The administration of the Addressing Ordinance and related activities shall be performed at no charge to the TOWN, except in the event of any litigation that may arise from the enforcement of the Addressing Ordinance by the COUNTY to such persons or property within the TOWN, the total litigation expense shall be borne by the TOWN; and
- 9) The COUNTY will use every effort to carry out the Ordinance hereinabove referred to, except any civil or criminal enforcement thereof, it being understood and agreed that if any civil or criminal action becomes necessary, the TOWN shall bring any action as may be required to effectively enforce said Ordinance, upon written notice from the COUNTY of such violations; and
- 10) This Agreement represents the entire agreement between the TOWN and the COUNTY. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a written instrument signed by both the Municipality and the County; and
- 11) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the TOWN or the COUNTY; and

12) Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its intent to terminate this Agreement; and

13) This Agreement is authorized pursuant to N.C. Gen Stat § 160A-461; and

14) In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable; and

The effective date of this Contract shall be \_\_\_\_\_.

THE COUNTY OF MOORE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Larry R. Caddell, Chairman  
Moore County Board of Commissioners

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Williams  
Clerk to the Board

TOWN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk

**RESOLUTION #14-47:**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MOORE COUNTY, NORTH CAROLINA TO PROVIDE MUNICIPAL E-911 ADDRESS SERVICES**

**THAT WHEREAS,** The Council for the Village of Pinehurst wishes to enter into a service agreement with Moore County, North Carolina for Municipal E-911 Address Assignment Services authorized pursuant to N.C. Gen. Stat. Chapter 160A, Article 20, Part 1; and

**WHEREAS,** Moore County has the ability and is willing to provide addressing services to the Village of Pinehurst on a contractual basis; and

**WHEREAS,** the purpose of entering into an agreement with Moore County is to establish the arrangements according to which Moore County will perform addressing services for the Village of Pinehurst.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 22<sup>nd</sup> day of July, 2014 as follows:

**SECTION 1.** That the Village Council hereby authorizes the Mayor to execute the Agreement with Moore County, North Carolina.

**SECTION 2.** That said agreement will be effective upon adoption by the County Commissioners of Moore County, North Carolina.

**THIS RESOLUTION** passed and adopted this 22<sup>nd</sup> day of July, 2014.

(Municipal Seal)

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Lauren M. Craig, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney



## **IMPLEMENTATION OF CHANGES TO PAY AND CLASSIFICATION PLAN.**

### **ADDITIONAL AGENDA DETAILS:**

**FROM:**

Angela Kantor

**CC:**

Andy Wilkison

**DATE OF MEMO:**

7/17/2014

**MEMO DETAILS:**

The Human Resources Department contracted with the MAPS Group Inc. in FY 13-14 to perform a classification and pay study Village-wide. The study included:

- Evaluating all regular full-time and part-time positions;
- Conducting a salary survey of comparable organizations primarily in the public sector;
- Updating class specifications (position descriptions) for each position; and
- Preparing an updated pay plan and making recommendations for salary adjustments.

The study began in August 2013 with employees completing position description questionnaires outlining their current responsibilities. Employees, supervisors and managers were interviewed to clarify responsibilities for each position.

The group conducted a salary survey to determine the competitiveness of our salary grades for each position. We selected areas to survey based on geography, job similarities, and direct competitors for recruiting. The following towns/counties were surveyed: Aberdeen, Apex, Carrboro, Clayton, Hillsborough, Holly Springs, Morrisville, Sanford, Smithfield, Southern Pines, and Moore County.

Based on the data from the study, we are recommending the four existing pay scales be replaced by the Position Classification and Pay Plan. This plan will keep all positions and all classes on the same pay scale and will simplify administration. Because there is a new Pay Plan, all positions are in different pay grades; however, there are only a few groups that will need salary adjustments based on this change.

- Pay grades for Sanitation Workers in Public Services increased requiring pay adjustments to each employee.
- Pay grades for Maintenance Workers in Public Services increased requiring pay adjustments to each employee.
- Pay grades for Track Specialists increased requiring pay adjustments to each employee.
- Pay grades for Firefighters, Senior Firefighters and Master Firefighters increased requiring pay adjustments to each employee.

There is also a recommendation to add and modify certain positions.

- Change one Senior Planner to Principal Planner based on actual duties performed. No increase in headcount.



- Change one Recreation Program Coordinator to Athletic Coordinator and modify the remaining position to Program Coordinator. No increase in headcount.

We recommend continuing to review the pay plan each year and make adjustments to the pay plan each year. We should consider several factors when adjusting the pay plan in the future. We recommend using CPI for the Southeastern Region combined with pay scale movement from comparable towns and the financial resources available to the Village. If some movement occurs each year, we will be able to avoid substantial changes in the future.

I have attached the Resolution that will amend the Policy on the Administration of the Pay Plan and Position Classification Plan based on the recommendations above. I have also attached the Policy on Administration of the Pay Plan and the Position Classification Plan which contains the new position classification and pay plan for approval.

I have also attached the Ordinance that will move \$90,000, which was budgeted, from the Human Resources department to the appropriate departments with salary changes. The remaining \$14,100 will be moved from Fund Balance. Let me know if you have any questions. Thank you for your consideration.

**ATTACHMENTS:**

Description

- ❏ [Policy on the Administration of the Position Classification and Pay Plan](#)
- ❏ [Resolution #14-46 Pay Plan Changes](#)
- ❏ [Ordinance #14-31 Budget Amendment for Market Adjustments](#)

## ATTACHMENT A

|                                                                                   |                                                                             |                            |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------|
|  | <b>VILLAGE OF PINEHURST</b><br><br><b>STANDARD POLICY</b>                   |                            |
| SUBJECT:                                                                          | <b>Policy on Administration of the Position Classification and Pay Plan</b> | Effective Date: 11/17/2009 |
| Department:                                                                       | Human Resources                                                             | Policy No.: HR-416         |
| Prepared by:                                                                      | Human Resources                                                             | Revised: 7/22/2014         |
| Approved by:                                                                      | Andrew Wilkison and The Village Council                                     | # of Pages: 5              |

### **PURPOSE OF THE POSITION CLASSIFICATION AND PAY PLAN:**

The Position Classification and Pay Plan (attached as Exhibit A) is aimed at providing a complete inventory of all authorized positions in the Village service and an accurate description and specification for each class of employment. The Plan standardizes job titles, each of which is indicative of a range of duties and responsibilities.

The Plan also includes the basic salary ranges for each regular full-time and part-time position approved by Council. These ranges are market-based pay grades consisting of minimum, mid-point and maximum pay rates.

### **GENERAL PROVISIONS OF THE PLAN:**

#### Administration and Maintenance

The Village Manager, assisted by the Human Resources Director, is responsible for the administration and maintenance of the Plan. The Human Resources Director should periodically review portions of the Plan and recommend appropriate changes to the Village Manager. All employees covered by the Plan should be paid at a rate listed within the salary range established for the respective position.

The Plan is intended to provide equitable compensation for all employees, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the impacts of inflation, the financial conditions of the Village, and other factors. From time to time the Human Resources Director will be responsible for making comparative studies of all factors affecting the level of salary ranges and for recommending changes to the Village Manager. Any changes increasing or decreasing the assigned salary grade for a position must be approved by Village Council. If the approved changes in salary grades warrant adjusting pay rates for employees in the position, those adjustments must also be approved by Village Council.

### Starting Salaries

As a general rule, applicants who are in positions approved in the Plan shall be employed within the salary range for that particular position classification.

### Introductory Period

Employees hired, promoted, or transferred into a new position shall receive a performance evaluation upon successful completion of the introductory period. New hires may be eligible for a salary adjustment at the end of the introductory period, but promoted or transferred employees will not be eligible for salary adjustment. Salary adjustments will be made in accordance with performance management guidelines.

### Merit Pay

Employees will receive a performance review after the first six months in a new position and then on an annual basis thereafter. Upward movement within the established salary range for an employee is not automatic, but rather based upon specific performance-related reasons and other factors. All performance reviews are based on an employee's demonstration of the Village's core values, customer service skills, and the behavioral and technical criteria listed in their position description. Employees will be evaluated based on how well they perform their job according to established criteria for technical and interpersonal skills. All considerations for merit increases are measured against a satisfactory or higher performance review. Guidelines for determining performance levels and performance pay increases or other performance-related movement within the range may be established in procedures approved by the Village Manager.

### Lump Sum Payment

Employees who are at the maximum of the salary range for their position classification may be eligible to be considered for a lump sum payment at their regular performance evaluation time. Lump sum payments should be awarded based upon the performance of the employee as described in the performance evaluation and should be the same percentage of annual salary as employees within the salary range with the same performance level. Lump sum payments do not become part of base pay.

### Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions – when an employee is promoted the employee's salary may be increased. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. The amount of the pay increase depends on performance, degree of increased responsibility, time since the last salary adjustment, budget and other factors.

Demotions – when an employee is demoted, the salary normally should be set at the rate in the lower pay range which provides a minimal decrease in pay if action is not the result of disciplinary action. If the current salary is within the new range, the employee's salary may be retained at the previous rate. If the demotion is the result of disciplinary action, the salary may be decreased.

Transfers – the salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary range should not be changed by the reassignment. However, employees transferred to a position in a lower salary grade may receive a decrease in pay.

Reclassifications – an employee whose position is reclassified to a position having a higher salary range may receive a pay increase if the employee's current pay rate is less than the minimum of the new salary range.

If the position is reclassified to a lower pay range, the employee's salary should remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary.

#### Salary Effect of Salary Range Revisions

When a class of positions is assigned to a higher salary range, employees in that class may receive a pay increase if the employees' current pay rates are less than the minimum of the new salary range. When a class of positions is assigned a lower salary range, the salaries of employees in that class will remain unchanged. If this assignment to a lower salary range results in an employee being paid at a rate above the maximum established for the new class, the salary of that employee should be maintained at least at that level until such time as the employee's salary range is increased above the employee's current salary.

#### Transition to a New Salary Grade

The following principals are guidelines for the transition to a new salary grade:

- 1) No employee should receive a salary reduction as the result of the transition to a new salary grade.
- 2) All employees being paid at a rate lower than the minimum rate established for their respective classes may have their salaries increased.
- 3) All employees being paid at a rate above the maximum rate established for their respective classes should be at that maintained salary level until such time as the salary range is increased above the employee's current salary.

#### Effective Date of Salary Changes

Salary changes approved after the first working day of a pay period shall become effective at the beginning of that pay period or at such specific date as may be established pursuant to procedures approved by the Village Manager.

### Payroll Deduction

Deductions shall be made from each employee's salary, as required by law. Additional deductions may be made up on the request of the employee on determination by the Village Manager as to capability of payroll equipment and appropriateness of the deduction.

### Composition of the Plan

The Plan should consist of:

- a) a grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the range of pay under similar working conditions;
- b) class titles descriptive of the work of the class; and
- c) the appropriate pay grade associated with the position.

### Use of the Plan

Class specifications should be descriptive of the type and scope of work performed. The Plan is to be used:

- a) as a guide in recruiting and examining applicants for employment;
- b) in determining lines of promotion and developing employee training programs; and
- c) in determining salary to be paid for various types of work;

### Authorization of the Plan

The Plan shall be approved by the Village Council and should be maintained on file with the Human Resources Director. Copies will be available to all Village employees for review upon request. New positions shall be established upon recommendation of the Village Manager and approval of the Village Council, after which the Human Resources Director is responsible for either allocating the new position into the appropriate existing class, or revising the Plan to establish a new class to which the position may be allocated. The Village Manager may approve changes to existing positions that do not require a change in pay grade.

### Request for Reclassification

Department Heads may request that a position be reclassified into a different class or pay grade. Upon receipt of such request, the Human Resources Director shall study the request, determine the merit of reclassification and if merited, recommend a reclassification and a new pay grade to the Village Manager. Modified positions also should be evaluated for proper position classification. To assist the Village on this review process, Department Heads are expected to:

- a) be familiar with the Position Classification and Pay Plan;
- b) make sure they are informed about the job duties performed by each employee under their supervision;
- c) advise the Human Resources Director of any permanent changes in job duties;
- d) make recommendations for changes in position classifications. These recommendations should be based on significant changes in the duties associated with a position and/or in the structure of a department that will continue to exist on a long-term basis.

The Village Manager is responsible for approving any classification study and/or reclassification. The Village may contact outside consultants and other sources to assist in any reclassification decision.

Department Heads are responsible for reviewing positions annually as part of the budget process. Such review shall be to determine the most accurate classifications and the most equitable, effective, and efficient use of human resources.

Approved by:

\_\_\_\_\_  
Andrew M. Wilkison, Village Manager

7/22/2014  
\_\_\_\_\_  
Date

#14-46  
\_\_\_\_\_  
Village Council, Resolution

7/22/2014  
\_\_\_\_\_  
Date

**VILLAGE OF PINEHURST**  
**POSITION CLASSIFICATION AND PAY PLAN**  
**FY 2014-2015**

**EXHIBIT A**

| FLSA             | GRADE | POSITION                                                                                                                                                                                   | MINIMUM | MIDPOINT | MAXIMUM |
|------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|---------|
|                  | 9     |                                                                                                                                                                                            | 22,550  | 28,188   | 33,825  |
|                  | 10    | Maintenance Worker                                                                                                                                                                         | 23,678  | 29,598   | 35,517  |
|                  | 11    | Maintenance Worker, CDL                                                                                                                                                                    | 24,862  | 31,078   | 37,293  |
|                  | 12    | Customer Service Representative<br>Equipment Operator I                                                                                                                                    | 26,105  | 32,632   | 39,158  |
|                  | 13    | Equipment Operator II<br>Grounds Specialist<br>Human Resources Assistant<br>Solid Waste Equipment Operator<br>Telecommunications Specialist<br>Track Specialist                            | 27,410  | 34,263   | 41,115  |
|                  | 14    | Grounds Specialist II                                                                                                                                                                      | 28,781  | 35,977   | 43,172  |
|                  | 15    | Administrative Assistant<br>Information Technology Technician                                                                                                                              | 30,220  | 37,775   | 45,330  |
|                  | 16    | Administrative Coordinator<br>Financial Services Technician<br>Firefighter<br>Fleet Service Technician<br>Grounds Maintenance Crew Leader<br>Maintenance Technician<br>Planning Technician | 31,371  | 39,664   | 47,597  |
| E                | 17    | Fair Barn Coordinator<br>Street Maintenance Crew Leader                                                                                                                                    | 33,318  | 41,648   | 49,977  |
|                  | 18    | Fire and Life Safety Educator<br>Master Firefighter<br>Police Officer<br>Senior Firefighter                                                                                                | 34,984  | 43,730   | 52,476  |
| E<br>E<br>E<br>E | 19    | Athletic Coordinator<br>Code Enforcement Officer<br>Program Coordinator<br>Senior Police Officer<br>Special Events Coordinator<br>Track Superintendent                                     | 36,733  | 45,917   | 55,100  |
|                  | 20    | Master Police Officer                                                                                                                                                                      | 38,570  | 48,213   | 57,855  |
|                  | 21    | Sergeant                                                                                                                                                                                   | 40,499  | 50,624   | 60,749  |
| E<br>E           | 22    | Buildings and Grounds Superintendent<br>Captain<br>Human Resources Generalist                                                                                                              | 42,524  | 53,155   | 63,786  |
| E<br>E           | 23    | Information Technology Systems Specialist<br>Senior Planner<br>Solid Waste Superintendent<br>Village Clerk                                                                                 | 44,650  | 55,813   | 66,975  |

**VILLAGE OF PINEHURST**  
**POSITION CLASSIFICATION AND PAY PLAN**  
**FY 2014-2015**

| FLSA             | GRADE | POSITION                                                                                                                                            | MINIMUM | MIDPOINT | MAXIMUM |
|------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|---------|
| E                | 24    | Battalion Chief<br>Building Inspector<br>Detective<br>Infrastructure Superintendent<br>Lieutenant                                                   | 46,883  | 58,604   | 70,325  |
| E<br>E<br>E<br>E | 25    | Assistant Financial Services Director<br>Assistant Public Services Director<br>Building Code Official<br>Network Administrator<br>Principal Planner | 49,227  | 61,534   | 73,841  |
| E                | 26    | Deputy Fire Chief                                                                                                                                   | 51,688  | 64,610   | 77,532  |
| E<br>E           | 27    | Deputy Police Chief<br>Fleet Maintenance Director                                                                                                   | 54,272  | 67,840   | 81,408  |
|                  | 28    |                                                                                                                                                     | 56,986  | 71,233   | 85,479  |
| E<br>E           | 29    | Parks and Recreation Director<br>Public Services Director                                                                                           | 59,835  | 74,794   | 89,753  |
| E<br>E<br>E<br>E | 30    | Financial Services Director<br>Fire Chief<br>Human Resources Director<br>Planning and Inspections Director                                          | 62,827  | 78,534   | 94,241  |
| E<br>E           | 31    | Chief Information Officer<br>Police Chief                                                                                                           | 65,968  | 82,460   | 98,952  |
|                  | 32    |                                                                                                                                                     | 69,266  | 86,583   | 103,899 |
|                  | 33    |                                                                                                                                                     | 72,729  | 90,912   | 109,094 |
| E<br>E           | 34    | Assistant Village Manager for Administration<br>Assistant Village Manager for Operations                                                            | 76,365  | 95,457   | 114,548 |

E = Exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)



**RESOLUTION #14-46:**

**A RESOLUTION AMENDING THE POLICY ON THE ADMINISTRATION OF THE PAY PLAN AND POSITION CLASSIFICATION PLAN FOR THE VILLAGE OF PINEHURST.**

**THAT WHEREAS,** the Village Council of Pinehurst, North Carolina, adopted the Policy on Administration of the Pay Plan and Position Classification Plan on November 17, 2009; and

**WHEREAS,** the Village Council of Pinehurst, North Carolina, amended the Policy on Administration of the Pay Plan and Position Classification Plan on July 22, 2014; and

**WHEREAS,** changes in the organization infrastructure and guiding policies and procedures must be made as personnel needs of the Village change;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 22<sup>nd</sup> day of July 2014 as follows:

**SECTION 1.** That the Policy on the Administration of the Pay Plan and Position Classification Plan is hereby amended; said policy attached hereto as Attachment A and made a part hereof; the same as if included verbatim.

**SECTION 2.** That the Administrative, Fire Department, Operatives and Police Department Pay Scales for the Village of Pinehurst are hereby replaced by the Position Classification and Pay Plan; said Plan attached hereto as part of Attachment A and made a part hereof; the same as if included verbatim.

**THIS RESOLUTION** passed and adopted this 22<sup>nd</sup> day of July, 2014.

(Municipal Seal)

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Lauren M. Craig, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney

**ORDINANCE #14-31:**

**AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2015, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND FOR THE VILLAGE OF PINEHURST, NORTH CAROLINA. (SALARY STUDY ADJUSTMENTS)**

**THAT WHEREAS**, the Village intends to maintain competitive pay rates; and

**WHEREAS**, Human Resources contracted with The MAPS Group, Inc. to conduct a comprehensive pay and classification study (Study) for the Village in FY 2013-2014; and

**WHEREAS**, the Study recommended changes be made to the Village's pay scales, job titles, job descriptions, and in some instances, employee pay rates; and

**WHEREAS**, based on the Study, Human Resources has determined that salary adjustments are needed for positions in the Police, Fire, Streets & Grounds, Solid Waste, and Harness Track departments to be effective July 1, 2014; and

**WHEREAS**, the FY 2014-2015 General Fund Budget contains an appropriation of \$90,000 in the Human Resources department for this purpose;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 22<sup>nd</sup> day of July 2014, as follows:

**SECTION 1.** To amend the FY 2014-2015 General Fund Budget with regard to revenues and expenditures, the revenue and expenditure accounts are to be changed as follows:

| <u>Account No.</u> | <u>Account Name</u>                  | <u>Debit</u> | <u>Credit</u> |
|--------------------|--------------------------------------|--------------|---------------|
| 10-10-310-4000     | Salaries & Wages- <u>Police</u>      | \$ 800       |               |
| 10-10-310-4200     | FICA Expense                         | 100          |               |
| 10-10-310-4500     | Retirement Expense                   | 100          |               |
| 10-10-320-4000     | Salaries & Wages- <u>Fire</u>        | 40,800       |               |
| 10-10-320-4200     | FICA Expense                         | 3,200        |               |
| 10-10-320-4500     | Retirement Expense                   | 5,000        |               |
| 10-20-420-4000     | Salaries & Wages- <u>Streets</u>     | 18,500       |               |
| 10-20-420-4200     | FICA Expense                         | 1,500        |               |
| 10-20-420-4500     | Retirement Expense                   | 2,300        |               |
| 10-30-510-4000     | Salaries & Wages- <u>Solid Waste</u> | 21,900       |               |
| 10-30-510-4200     | FICA Expense                         | 1,700        |               |
| 10-30-510-4500     | Retirement Expense                   | 2,700        |               |

|                |                                        |                  |                  |
|----------------|----------------------------------------|------------------|------------------|
| 10-80-620-4000 | Salaries & Wages- <u>Harness Track</u> | \$ 4,500         |                  |
| 10-80-620-4200 | FICA Expense                           | 400              |                  |
| 10-80-620-4500 | Retirement Expense                     | 600              |                  |
| 10-00-240-4990 | Salary Adjustments                     |                  | \$ 90,000        |
| 10-00-190-3905 | Fund Balance Appropriated              |                  | <u>14,100</u>    |
|                |                                        | <u>\$104,100</u> | <u>\$104,100</u> |

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

**THIS ORDINANCE** passed and adopted this 22<sup>nd</sup> day of July 2014.

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

(Municipal Seal)

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Lauren M. Craig, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney



## **CONSIDER A RESOLUTION TO ESTABLISH A DEER MANAGEMENT TASK FORCE**

### **ADDITIONAL AGENDA DETAILS:**

**FROM:**

Andy Wilkison

**DATE OF MEMO:**

7/17/2014

**MEMO DETAILS:**

Per Council discussion and direction at the last Council meeting, staff has prepared a resolution for Council consideration which will establish a task force to study the deer population in Pinehurst and the measures available to manage that population.

Council Member Strickland and staff are still contacting community members and others with requisite expertise for inclusion on the task force. If completed by Tuesday's meeting, a list of proposed/potential task force members will be made available for Council consideration.

**ATTACHMENTS:**

Description

📎 [Resolution 14-45](#)

**RESOLUTION #14-45:**

**A RESOLUTION ESTABLISHING A DEER MANAGEMENT TASK FORCE FOR THE VILLAGE OF PINEHURST, NORTH CAROLINA.**

**THAT, WHEREAS,** many community members are concerned about the number of deer in the Village of Pinehurst; and

**WHEREAS,** some residents are concerned about deer-vehicle collisions, tick-borne illnesses, damage to yard plantings and vegetable gardens and general safety; and

**WHEREAS,** residential environments have created excellent deer habitat and many citizens, through the planting of ornamental and/or vegetable gardens, provide an abundance of food and shelter; and

**WHEREAS,** many Pinehurst residents have contacted elected officials of the Village of Pinehurst, requesting measures to control the deer population in and around the residential areas of the Village; and

**WHEREAS,** a prudent approach to deer-human coexistence involves a partnership between the citizens, local government and the North Carolina Wildlife Resources Commission; and

**WHEREAS,** understanding the nature of the deer issue and exploring approaches is in the interest of the citizens of the Village of Pinehurst;

**NOW, THEREFORE, BE IT RESOLVED,** by the Village Council of the Village of Pinehurst, North Carolina, as follows:

**SECTION 1.** The Deer Management Task Force shall be established under the Chairmanship of Council Member John Strickland with administrative and research support provided by village staff as assigned by the Village Manager. The Task Force shall explore ways to address deer-human conflicts and to solicit community feedback on different possible approaches. Public Education shall be part of the Task Force's charge.

**SECTION 2.** The Task Force shall be composed of nine members including the chairman, as appointed by the Village Council.

**SECTION 3.** Members shall include a variety of community representatives, interests and expertise. Members shall be open-minded and capable of working alongside members with differing opinions.

**SECTION 4.** The Task Force shall meet as often as needed to prepare and deliver a report to the Village Council by November 18, 2014. The Task Force shall avail itself of expertise through the North Carolina Wildlife Resources Commission and/or other public or

private agencies with specific knowledge of deer management and other wildlife issues. The Task Force shall also inquire of other municipalities and communities that have employed various deer management practices and measures to determine effectiveness and community acceptance.

**SECTION 5.** The Task Force shall prepare a report for delivery to the Village Council which will provide available options for management of the local deer population. The Task Force may include as one of its options a “do nothing” option.

**SECTION 6.** The Task Force shall sunset on December 31, 2014.

**THIS RESOLUTION** passed and adopted this 22<sup>nd</sup> day of July, 2014.

(Municipal Seal)

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Lauren M. Craig, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney



## **PUBLIC HEARING NO. 1**

### **ADDITIONAL AGENDA DETAILS:**

To consider an Official Text Amendment to the Pinehurst Development Ordinance in order to amend Section 10.2.15.9(4) –Required Improvements for Major and Minor Site Plans. The amendment will add a provision to not require the installation of street sidewalks for new developments that are prohibited from having vehicular access along a specific street. The applicant is the Village of Pinehurst.

**FROM:**

Bruce Gould

**CC:**

Andy Wilkison

**DATE OF MEMO:**

7/16/2014

**MEMO DETAILS:**

Attached to this agenda item is the memo from staff. Also attached is the ordinance reflecting the proposed changes and should Council wish to act upon this today, please do so under Other Business.

**ATTACHMENTS:**

Description

- ☐ [Staff Report Text Amendment](#)
- ☐ [PDO Text Amendment](#)
- ☐ [Ordinance 14-29](#)



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PLANNING AND INSPECTIONS DEPARTMENT  
MEMORANDUM

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**To:** Mayor and Village Council  
**From:** Bruce Gould, Senior Planner  
**Cc:** Andy Wilkison, Village Manager  
Lauren Craig, Village Clerk  
**Date:** July 16, 2014  
**Subject:** **PDO-AMEND SECTION 10.2.15.9 (4) Required Improvements Sidewalks**

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The Village of Pinehurst is proposing this text amendment to the Pinehurst Development Ordinance (PDO). The Purpose is to no longer require non-residential and multi-family developments to install public sidewalks along streets that they have frontage on if the development is prohibited from having vehicular access from that street.

**Comprehensive Plan Analysis**

The Village of 2010 Pinehurst Comprehensive Long-Range Plan was amended in 2011. The intent of these amendments was to allow more flexibility in business development and to better support the needs of local business endeavors.

Page 3 of the Comprehensive Plan stated, “the Village of Pinehurst intends to address community needs in the most efficient and cost-effective manner.”

The Business/Institutional Development Section of the 2010 Comprehensive Long-Range Plan on page 59 indicates that the “Village needs to be sensitive to the needs of businesses as a result of the economic downturn and needs to promote and assist business...”

Allowing developers and business owners to forgo the cost of installing sidewalks along road frontages that they have no vehicular access to appears to be rational.

On July 3, 2014 the Planning and Zoning Board held a Public Hearing on this amendment at which time the Board recommended approval unanimously. Staff also recommends approval of this amendment.

This proposed amendment is consistent with the 2010 Comprehensive Long-Range Village Plan. Achieving goals in accordance with the Comprehensive Plan is considered reasonable and in the best interest of the public.

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#### 10.2.15.9 Required Improvements

- (a) Required Features: In addition to meeting the standards set forth in Section 10.2.15.8 above, the developer or applicant shall be required to do the following:
- (1) To dedicate any additional right-of-way necessary to achieve the width required by the Village's Thoroughfare Plan for all streets adjoining the property;
  - (2) To reserve but not dedicate right-of-way for highways to which the development is prohibited from having access;
  - (3) To improve all rights-of-way adjoining the property in accordance with the requirements set out in the Village's Standards and the Village's Thoroughfare Plan;
  - (4) To install sidewalks along the frontage of existing streets in accordance with the requirements set out in the Village Standards. **This requirement does not have to be met when it is documented by the applicant that the property is prohibited from having a vehicular driveway from the existing street due to access control or other requirement;**
  - (5) To install street signs in accordance with (b) below;
  - (6) To install street lighting in accordance with (c) below;
  - (7) To provide Village water and sewer service in accordance with Village Standards;
  - (8) For residential developments, to provide open space and recreational facilities in accordance with (d) below.

**ORDINANCE #14-29:**

**AN ORDINANCE AMENDING THE PINEHURST DEVELOPMENT ORDINANCE AS IT PERTAINS TO SECTION 10.2.15.9(4) (SITE PLAN DEVELOPMENT STANDARDS- REQUIRED IMPROVEMENTS).**

**THAT WHEREAS,** the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance on the 24<sup>th</sup> day of May, 2005, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

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

**WHEREAS,** a Public Hearing was held at 4:30 p.m. on July 22, 2014 in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in The Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering proposed amendments to the Pinehurst Development Ordinance, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed text amendments; and

**WHEREAS,** the Planning and Zoning Board has recommended the Village Council amend Section 10.2.15.9(4) of the Pinehurst Development Ordinance; and

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

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled on the 22<sup>nd</sup> day of July, 2014, as follows:

**SECTION 1.** That the Pinehurst Development Ordinance of the Village of Pinehurst and its extraterritorial zoning jurisdiction be and the same hereby is amended by adding the following text amendment to Section 10.2.15.9(4):

10.2.15.9      Required Improvements

- (a)      Required Features: In addition to meeting the standards set forth in Section 10.2.15.8 above, the developer or applicant shall be required to do the following:

- (1) To dedicate any additional right-of-way necessary to achieve the width required by the Village's Thoroughfare Plan for all streets adjoining the property;
- (2) To reserve but not dedicate right-of-way for highways to which the development is prohibited from having access;
- (3) To improve all rights-of-way adjoining the property in accordance with the requirements set out in the Village's Standards and the Village's Thoroughfare Plan;
- (4) To install sidewalks along the frontage of existing streets in accordance with the requirements set out in the Village Standards. **This requirement does not have to be met when it is documented by the applicant that the property is prohibited from having a vehicular driveway from the existing street due to access control or other requirement;**

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

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

**THIS ORDINANCE** passed and adopted this 22<sup>nd</sup> day of July, 2014.

(Municipal Seal)

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Lauren M. Craig, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney