VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF JUNE 28, 2022
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM

1. Call to Order.
2. Invocation by Reverend Rod Stone, Community Presbyterian and Pledge of Allegiance led by Mayor John Strickland
3. Reports:

   Manager

   Council
4. Motion to Approve Consent Agenda.

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

   A. Approval of Village Council Meeting Minutes

      June 14, 2022 Council Regular Meeting
      June 14, 2022 Council Work Session
      June 14, 2022 Council Closed Session

   B. Budget Amendments Report

   C. Proclamation Honoring Laura Morgan, Ms. Senior America 2022

   D. Approval of Village Manager Employment Contract

   End of Consent Agenda.
5. Presentation of Proclamation to Laura Morgan, Ms. Senior America 2022
6. NCDOT Traffic Circle Improvement Presentation
7. Village Council Code of Ethics Review

   Biannual Review of the Code of Ethics for Village Council
8. Discuss and Consider Solid Waste Contract for Lofton Garbage Service for FY23
9. Discuss and Consider Ordinance 22-07 Budget Amendment to Implement Lease Reporting Standard (GASB 87)
10. Discuss and Consider Resolution 22-17 Amending the Capital Assets Policy
11. Discuss and consider changes to the Position Classification and Pay Plan

12. Consider a contract for Worker's Compensation Insurance
13. Discuss and Consider Ordinance 22-08 Text Amendment Change to Municipal Code Relative to Neighborhood Quality of Life
14. Other Business.
15. Comments from Attendees.
16. Motion to Adjourn.

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

COUNCIL
ADDITIONAL AGENDA DETAILS:

ATTACHMENTS:

	Description
🗋	2022 Village Council Key Partners & Collaborators

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

APPROVAL OF VILLAGE COUNCIL MEETING MINUTES

ADDITIONAL AGENDA DETAILS:

June 14, 2022 Council Regular Meeting
June 14, 2022 Council Work Session
June 14, 2022 Council Closed Session

FROM:

Kelly Chance

CC:

Jeff Sanborn

DATE OF MEMO:

6/21/2022

MEMO DETAILS:

Attached are the minutes for the June 14, 2022 Council Regular Meeting, Council Work Session, and Council Closed Session for Council consideration and approval.

ATTACHMENTS:

	Description
🗋	June 14, 2022 Regular Meeting Minutes (draft)
🗋	June 14, 2022 Council Work Session Minutes (draft)

VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF JUNE 14, 2022
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday June 14, 2022 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

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

And approximately 33 attendees, including 8 staff and 1 press

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

2. Reports:
Village Manager
- Mr. Jeff Sanborn had nothing to report.

3. Village Council
- Mayor Strickland reported he attended the Sandhills Motoring Festival this past weekend and honored those who sacrificed their lives for this country. He attended the US Open Women's Champion and met many representatives of USGA. He attended the ribbon-cutting for the USGA building. He met with Senator Boles on Saturday at the Sandhills Community Baseball game where he threw the first ball out.
- Councilmember Boesch reported she attended the CVB meeting where they stated from all appearances, the Women's US Open was a success. She noted ticket sales were 50% above the three-year average of sales based on pre-COVID numbers. She also noted that of the 150 players on the field, 49 had come through the US Kids golf program.
- Mayor Pro Tem Pizzella attended the Pinehurst Number 6 HOA meeting with about 75 in attendance. He noted they had some representatives from the Pinehurst Resort and Country Club and the presentation was on the adaptive open that is coming up. He stated the tickets are free and encouraged the community to attend.
- Councilmember Hogeman reported the Pinehurst Business Partners will be holding its late till eight evening shopping on Thursday evenings, the fourth Thursday of the month throughout the summer. She noted the dates are June 23, July 28, and August 25th.
- Councilmember Morgan had nothing to report

4. Motion to Approve Consent Agenda.

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

A. Approval of Village Council Meeting Minutes.
   - April 26, 2022, Council Regular Meeting
   - April 26, 2022, Council Work Session
   - April 26, 2022, Council Closed Session

B. Pulled out Item C to bring back at a later Council meeting

End of Consent Agenda.
Upon a motion by Councilmember Hogeman, seconded by Mayor Pro Tem Pizzella, Council unanimously approved the Consent agenda by a vote of 5-0.

5. Waste Management
Jeff Batton, Assistant Village Manager of Operations, reported the contract for waste management expires on June 30th and he presented Council with a request to consider renewal of the solid waste services at a negotiated increase of 5.3%. He noted they have not received any increase in the last two years and since they started out at 8.49% and negotiated down to the 5.3%, he does not feel will would be able to get a better deal. Mr. Batton stated we are seeing shortages in carts, and with inflation running the way it is and the fuel instability, it would potentially cost us a lot more if we put this out to bid.

Mayor Pro Tem Pizzella asked when the contract was last negotiated and how many years it has been in place, to which Mr. Batton stated the previous amendment was a two-year arrangement, but the original contract we have had with them since 2010 and this will be the sixth amendment to that contract. Mr. Pizzella asked how much lead time would be needed next year to have a contract out in time for a bid and negotiation process, to which Mr. Batton stated they would put something out in late winter. Mr. Batton noted the preparation to make a switch is significant when you think about flipping out 900 homes of the various trash carts and recycling carts.

Upon a motion by Councilmember Boesch, seconded by Councilmember Hogeman, Council unanimously approved to authorize the mayor or his designee to execute a one-year extension to the contract with Waste Management with a negotiated increase of 5.3% in annual value at approximately $270,000, effective July 1, 2022 and expiring on June 30, 2023, by a vote of 5-0.

6. Accella Contract Renewal – Planning and Inspections
Jason Whitaker, IT Director, presented Council with a contract renewal for Accela, the software for land management the Village uses for our permitting and inspections. He noted other departments use it as well across the village. Mr. Whitaker stated the renewal rate asked for is a 7% increase over last year and this will continue going forward. He noted the company offered a 3% uplift each year if we do a five-year-agreement with them so staff is requesting Council agree to the five-year renewal.

Mr. Whitaker stated by going with the five-year extension, we would save approximately a little over $33,000 due to the 3% versus 7%. Mayor Pro Tem Pizzella asked if the Village Attorney had looked at the contract and stated if not, he would like him to review it and for staff to look at other software options.

Darryn Burich stated it is a very complex system that requires specialized training for his staff, who are now fully trained. This took a year and a half to get to this point and an additional concern would be what would happen to all our records that are stored if we changed software.

Upon a motion by Councilmember Hogeman, seconded by Councilmember Morgan, Council unanimously approved to authorize the mayor or his designee to execute a five-year renewal contract with Accela Civic Platform for permitting and inspection software at a starting cost of $50,346, that increases at a rate of 3% per year, effective July 1, 2022 and expiring on June 30, 2027, by a vote of 5-0.

7. Discuss and Consider Resolution Janet Farrell

Village Manager Jeff Sanborn presented Council with a resolution prepared for their consideration to appoint Janet Farrell to be the new Chairperson of the Beautification Committee, following the expiration of Dee Johnson's term. He noted this will be a two-year term, beginning July 1, 2022.

Upon a motion by Councilmember Hogeman, seconded by Mayor Pro Tem Pizzella, Council unanimously voted to approve Resolution 22-08, appointing Janet Farrell as Beautification Committee Chair for a two-year term, beginning July 1, 2022, and expiring on June 30, 2024, by a vote of 5-0.

8. Discuss and Consider Resolution Sonja HPC committee – Chair stated … Jeremy Hooper in support

Village Manager Jeff Sanborn presented Council with a resolution prepared for their consideration to reappoint Sonia Rothstein to both the Planning and Zoning Board and Board of Adjustment for a second term, with the support of Chairperson Jeremy Hooper.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Boesch, Council unanimously approved Resolution 22-16, reappointing Sonia Rothstein to the Pinehurst Planning and Zoning Board and the Board of Adjustment for a July 1, 2022 term that expires on June 30, 2024, by a vote of 5-0.

9. Fund Balance

Brooke Hunter, Financial Services Director, stated Governmental Accounting Standards Board (GASB) Statement No. 54 established fund balance classifications and the various constraints for each category. She noted the categories listed from most to least restrictive are as follows: nonspendable (not in spendable form – i.e. inventory), restricted (by external sources), committed (by the government's highest decision-making authority), assigned (intended to be used for specific purposes), and unassigned (can be used for any purpose).

Ms. Hunter stated the Village's Fund Balance Policy was amended on February 9, 2021 by Resolution 21-03 to include a provision that allows Council to commit a percentage of fund balance for future capital needs if fund balance at year-end exceeds 40% of actual General Fund expenditures. She noted this commitment may take place in the form of a separate resolution each year to ensure a clear trail of Council's intent to commit the funds for future capital. Ms. Hunted reported to commit fund balance for a fiscal period, action must take place before year end. She stated the calculation of fund balance committed for future capital will occur after fiscal year end and will be reported in the Annual Comprehensive Financial Report (ACFR). Ms. Hunter noted once Council commits a portion of fund balance, those constraints may only be changed by another formal action by Council.

Ms. Hunter provided Council with an example of last year's calculation and the presentation in the FY 2021 ACFR. She stated Resolution 22-15 is presented for Council consideration, which would commit these excess funds for future capital as of June 30, 2022. She stated if approved, this amount will be reported under the committed fund balance category in the FY 2022 ACFR.

Mayor Pro Tem Pizzella noted we have an excess of the 40% number, which is our policy, and we want to have between 30 and 40%. Ms. Hunter stated it will be an excess of 40% of actual. She noted there are two different calculations here and that 30% is 30% of budgeted expenditures at the beginning of the year. She stated that is at our planning time when we are preparing the budget for the upcoming year. She stated when you are looking at the five-year forecast, we are setting a budget that will ensure that we keep at least 30% of fund balance, total fund balance on budgeted expenditures, and so the 40% is based on actual expenditures at the end of the year. Mayor Pro Tem Pizzella noted he remains concerned that our policy of 30% is too high.

Councilmember Hogeman stated we have a one-time $5.3 million American Rescue Planned windfall and if we take this money and set it over to the side, because it is a windfall, she asked if we would still be solvent. Ms. Hunter stated we have received half of the ARP special revenue fund as of June 30, 2022, it's still going to be sitting in the special revenue fund. She noted it is not going to affect the decision that Council makes here tonight for this resolution. She stated this is specific to the Fiscal Year 2022 funding financial statements. Ms. Hunted stated the plan is in FY 2023, to balance the budget with that money from the American Rescue Plan Act and funnel those funds in so that the first year that we are seeing that money come into play in the general fund will be in fiscal year 2023.

Upon a motion by Councilmember Boesch, seconded by Councilmember Hogeman, Council unanimously approved Resolution 22-15, to commit excess funds to the fund balance for future capital as of June 30, 2022, by a vote of 5-0.

10. Adopting the budget

Village Manager Jeff Sanborn stated Ordinance #22-05 adopting the Village of Pinehurst FY 2023 Budget is hereby presented for Council review and approval. He stated this ordinance is based on the budget that was presented by the Village Manager on May 10, 2022, and no changes have been made to the budgeted amounts since that time.

Mayor Pro Tem Pizzella stated he had an inquiry from a citizen regarding a position for an archivist and wanted to know if the FTEs being added were designated to specific positions. Brooke Hunter stated in Fiscal Year 2023 there are a couple of positions planned and in an out-year for the library once the expansion occurs and those positions have not been specifically named. Mr. Sanborn noted that there is a person in a dual-purpose Library and Archives associate role already.

Upon a motion by Councilmember Morgan, seconded by Councilmember Hogeman, Council unanimously approved Ordinance 22-05, adoption the FY2023 Budget for the Village of Pinehurst, by a vote of 5-0.

11. Library capital ordinance

Brooke Hunter presented for Council consideration, a capital project ordinance that will create a multi-year capital project fund to accumulate costs for the Given Memorial Library and Tufts Archives expansion. She noted the ordinance initially funds the architectural and design costs with a transfer of $400,000 that is appropriated in the FY 2022 General Fund budget. Ms. Hunter stated after the expansion is designed and construction costs are estimated, the capital project fund budget will be amended to include construction and other costs associated with the project.

Upon a motion by Councilmember Hogeman, seconded by Mayor Pro Tem Pizzella, Council unanimously approved Ordinance 22-06, adopting the library expansion capital project fund for the design and construction of an expansion of the Given Memorial Library and Tufts Archives Building for the Village of Pinehurst, by a vote of 5-0.

12. Small Area Plan

Darryn Burich, Planning and Inspections Director, stated Council is being asked to consider action on the Village Place Small Area Plan. He noted at its May 5, 2022 meeting, the Planning and Zoning Board, received public comments, discussed, and has provided a recommendation to Council on both the Village Place and Pinehurst South plans. He stated it is important to note that as Council considers the plan to understand what a plan does and what it does not do after approval. Mr. Burich noted Plans in and of themselves do not create a desired future and are not self-implementing.

Mr. Burich presented Council with four (4) options:

1. Support the non-residential land use pattern along Magnolia Road
2. Support residential single family attached or detached along Magnolia Road, retaining the single family detached pattern
3. Support residential single family detached only along the Magnolia Road frontage.
4. Flexible Option along Magnolia that allows residential or non-residential along Magnolia within the original focus area boundaries and maintain the single family detached transition to Caddell Road.

Mr. Burich presented slides detailing what each of the proposed areas might look like. He stated it is hard to pull verified statistics on trip generations and actual costs. Councilmember Morgan asked why the Planning and Zoning Committee recommended option four, to which Alex Cameron stated the committee felt it was worthwhile to preserve the original boundary and exclude those three lights on the west side directly across and preserve single family detached residential along Caddell road.

Councilmember Hogeman stated her concern is that the existing zoning on the West Side of Magnolia is R10 except for the Traditions Parcel which is (VR) Village Residential. She noted village residential permits have a great deal of flexibility within residential areas, including different types of buildings. She noted it can be single family attached or detached such as condos and townhomes. She noted on the East side of Magnolia is Village mix use and that is what it should stay to allow the current residents a separation.

Mayor Pro Tem Pizzella stated his disappointment that these consultants did not come and meet Council in person and present their plan. He stated three things need to occur which is to relocate the public services complex, relocate the EMS, and relocate the water tanks. He stated to the west of Magnolia, there should be remaining single family or detached, however it is done, or a townhouse, but just not be commercially developed.

Councilmember Boesch stated it was Jack Farrell's comment in the staff memo that convinced her that the public has been told for two years basically what Option four states and so that is her preference. Councilmember Hogeman stated she would like to see the second clause of option 4 added to option 2: take out the second word non-residential and third word and support single family attached or detached along the Magnolia Rd frontage. She noted this would retain the single family detached pattern to the West in the boundary.

Darryn Burich stated you can choose option four, take out non-residential and say support single family attached or detached, which basically takes out the non-residential land use.

Upon a motion by Councilmember Hogeman, seconded by Mayor Pro Tem Pizzella, Council approved to support residential single family attached or detached along the Magnolia Road frontage retaining the single family detached pattern to the west and the boundary of the Small Area Plan to revert to the initial boundary as designed in the Focus Area and original Plan as shown to the public in 2021, by a vote of 4-1 with Councilmember Morgan casting the no vote.

13. Other Business.

Mayor Pro Tem Pizzella provided Council with a proposed text amendment to the Pinehurst Development Ordinance addressing short-term rentals, but no discussion ensued.

14. Comments from Attendees.

- Phillip Sounia, 29 Bedford Circle, addressed Council on short-term rentals about public policy and suggested the usage of third-party operator group.
- Linda Guerrera, 15 McQueen Rd, addressed Council about future growth of commercial in residential areas.
- Jeff Heintz, 225 Lake Forest Dr, addressed Council on short-term rentals and in opposition to a third-party operator group.

15. Motion to Adjourn.

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to adjourn the regular meeting by a vote of 5-0 at 6:57 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

A videotape of this meeting is located on the Village website: www.vopnc.org
Vision: The Village of Pinehurst is a charming, vibrant community, which reflects our rich history and traditions.
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VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF JUNE 14, 2022
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA

IMMEDIATELY FOLLOWING THE REGULAR MEETING

The Pinehurst Village Council held a work session at 7:05 p.m., Tuesday, June 14, 2022, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance:

Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Jeffrey Morgan, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk

And approximately 18 attendees, including 5 staff and 0 press.

1. **Call to Order.**
   Mayor John Strickland, called the Council work session to order.

2. **Discuss Municipal Code Text Amendment Pursuant to Residential Neighborhood Quality of Life Improvements.**
   Jeff Sanborn, Village Manager, reported to Council as discussed and decided at earlier Council meetings on potential municipal code text amendments related to quality-of-life improvements. Mr. Sanborn noted there are several items that fall into the category of municipal code type, enforceable actions. He stated the first is parking, more specifically street parking, where you have all the spillover from high occupancy and some of the short-term rental properties, or other residential properties. He noted staff focused on the overnight parking situation because it was easily recognized.

   Mr. Sanborn stated that not unlike other residential long-term residential situations out there, short-term rental properties might also have a viable gathering, social or other. He stated if they are breaking up overnight, the head home or sleep elsewhere, but if they pack 40 people into a home, it quite another. He stated long-term residents might have a graduation party or political gathering which creates a concentration of vehicles in certain parts of residential neighborhoods, and this has always been thought of as being acceptable. Mr. Sanborn stated staff is suggesting there will be no parking in or on the street or in the right of ways of our residential neighborhoods, between the hours of 11 pm and 7 am.

   Mr. Sanborn presented some text amendment related to party houses to which Council discussed alternative language, such as unruly gatherings. Mr. Sanborn suggested the number of 10 or more as the party size referenced, to which Council proposed scenarios where this number could arguably be much smaller. Councilmember Boesch stated enforceability would also require more police officer time counting cars or people, which would be difficult. She also pointed out that domestic situations would potentially fall under this unruly behavior category. Mr. Sanborn stated he would like to see Council give staff the leeway to try to figure out how we get to all these questions.

   Councilmember Morgan expressed concerns about charging the owner of a short-term rental for the unruly behavior of their tenants, especially if it occurs three-times in a 24-hour period and incurs large fines.

Village Manager Sanborn presented a text amendment based upon the underlying offenses of public urination and defecation to which Councilmember Boesch asked if this was a problem in Pinehurst and how would we enforce it.

Mr. Sanborn presented text amendment language regarding fire extinguishers, carbon monoxide detectors and thing required by state law in any rental property, whether short-term or long-term. He stated staff looked at the general statutes language and noted they do limit our ability to take enforcement action, but they do give us something to hang our hat on. He noted staff would put this in the minimum housing standard part of the municipal code and provide recommended language for regarding a lack of smoke detector or carbon monoxide detectors that would be in compliance with the general statute's requirements for those devices. Mr. Sanborn stated under the penalty language would be the maximum penalty allowed under state law.

Mr. Sanborn stated staff will continue to work on the proposed text amendment and bring them back to the next regular meeting for discussion and approval.

3. Other Work Session Business.

- There was no other work session business.

4. Potential Future Agenda Items.

- Discussion and interest in the Harness Track

5. Motion to Recess the Work Session and Enter a Closed Session at 8:19 pm

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to recess the regular meeting pursuant to NCGS §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, and conditions of appointment of an individual public employee. Specifically, Council will discuss Village Manager Jeff Sanborn's contract renewal, by a vote of 5-0

6. Closed Session.

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

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to adjourn the closed session by a vote of 5-0, at 8:21 p.m.

8. Motion to Adjourn.

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem pizzella, Council unanimously approved to adjourn the work session, by a vote 5-0, at 8:22 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

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

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BUDGET AMENDMENTS REPORT
ADDITIONAL AGENDA DETAILS:

FROM:
Brooke Hunter

CC:
Jeff Sanborn & Doug Willardson

DATE OF MEMO:
6/21/2022

MEMO DETAILS:
Attached is the report of budget amendments approved by the Budget Officer as required for the current period.

ATTACHMENTS:

	Description
🗋	Budget Amendments Report - FY 2022

VILLAGE OF PINEHURST
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER
FOR THE PERIOD JUNE 8 - JUNE 21, 2022

Under Village of Pinehurst Ordinance #21-09, the Village Council grants the Budget Officer, or Village Manager, the ability to transfer appropriations under specific conditions. These conditions allow transfers between departments (including contingency) of the same fund to increase an appropriation up to $25,000 in a single budget amendment for the FY 2022 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.

	ACCOUNT NUMBER	DESCRIPTION	DEBIT	CREDIT	APPROVED DATE
1	10-30-510-5903	Solid Waste-Fleet Charges	$ 17,000		6/14/2022
	10-80-610-5903	Recreation-Fleet Charges	$ 3,000		
	10-20-420-5903	Streets & Grounds-Fleet Charges		$ 16,000	
	10-10-310-5903	Police-Fleet Charges		$ 4,000	
		Adjust Fleet departmental allocation accounts to reflect actual operating expenditures for the fiscal year.			

PROCLAMATION HONORING LAURA MORGAN, MS. SENIOR AMERICA 2022

ADDITIONAL AGENDA DETAILS:

FROM:
Kelly Chance

CC:
Jeff Sanborn and Council Members

DATE OF MEMO:
6/22/2022

MEMO DETAILS:
This item is Resolution 22-19, presented for Council approval in recognition of Laura Morgan, Ms. Senior America 2022.

ATTACHMENTS:

	Description
🗋	Proclamation Honoring Laura Morgan
🗋	Resolution 22-19 Honoring Laura Morgan

M A Y O R A L   P R O C L A M A T I O N

VILLAGE OF PINEHURST

WHEREAS, on June 28, 2022, we recognize and celebrate the 2022 Ms. Senior America Pageant winner, Laura Morgan; and

WHEREAS, the Ms. Senior America Pageant is the world's first and foremost pageant to emphasize and give honor to women who have reached the "Age of Elegance." It is a search for the gracious lady who best exemplifies the dignity, maturity, and inner beauty of all senior Americans; and

WHEREAS, the Ms. Senior America philosophy is based upon the belief that seniors are the foundation of America, and our most valuable treasure. It is upon their knowledge, experience, and resources that the younger generation has the opportunity to build a better society; and

WHEREAS, Senior America pageants motivate seniors to lead active, productive lives, and provide the opportunity for them to use their wisdom and talents to enrich the lives of others; and

WHEREAS, Laura Morgan, a resident of Pinehurst, North Carolina, was awarded the title of Ms. NC Senior America in November of 2020 and kept that title until May of 2022; and

WHEREAS, Ms. Morgan competed nationally for the title of Ms. Senior America and was awarded that title in August 2021, marking the first time in the 43-year history of the Senior Pageant that North Carolina has brought home the coveted Ms. Senior America crown; and

WHEREAS, throughout her reign as Ms. NC Senior America and as Ms. Senior America, Ms. Morgan has enjoyed speaking, traveling, and serving as a mentor to young people, as well as volunteering extensively in her community and around the state; and

WHEREAS, Ms. Morgan has gone skydiving with the Fort Bragg Golden Knights, traveled to Washington, DC to share with congressmen and senators about Senior America, has sung with the New York Tenors, judged pageants, traveled extensively across the United States, entertained at nursing homes, sung for fundraisers and military functions, and participated across the state in several parades; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in Regular Session assembled this 28th day of June, 2022, as follows:

SECTION 1. We, the Village Council, do hereby recognize and celebrate the 2022 Ms. Senior America, Laura Morgan.

SECTION 2. This Resolution passed and adopted this 28th day of June, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Village of Pinehurst, this the 28th day of June, 2022.

____

John C. Strickland, Mayor

RESOLUTION #22-19:

RESOLUTION HONORING LAURA MORGAN, 2022 MS. SENIOR AMERICA PAGEANT WINNER

WHEREAS, on June 28, 2022, we recognize and celebrate the 2022 Ms. Senior America Pageant winner, Laura Morgan; and

WHEREAS, the Ms. Senior America Pageant is the world's first and foremost pageant to emphasize and give honor to women who have reached the "Age of Elegance." It is a search for the gracious lady who best exemplifies the dignity, maturity, and inner beauty of all senior Americans; and

WHEREAS, the Ms. Senior America philosophy is based upon the belief that seniors are the foundation of America, and our most valuable treasure. It is upon their knowledge, experience, and resources that the younger generation has the opportunity to build a better society; and

WHEREAS, Senior America pageants motivate seniors to lead active, productive lives, and provide the opportunity for them to use their wisdom and talents to enrich the lives of others; and

WHEREAS, Laura Morgan, a resident of Pinehurst, North Carolina, was awarded the title of Ms. NC Senior America in November of 2020 and kept that title until May of 2022; and

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WHEREAS, Ms. Morgan has gone skydiving with the Fort Bragg Golden Knights, traveled to Washington, DC to share with congressmen and senators about Senior America, has sung with the New York Tenors, judged pageants, traveled extensively across the United States, entertained at nursing homes, sung for fundraisers and military functions, and participated across the state in several parades; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in Regular Session assembled this 28th day of June, 2022, as follows:

SECTION 1. We, the Village Council, do hereby recognize and celebrate the 2022 Ms. Senior America, Laura Morgan.

SECTION 2. This Resolution passed and adopted this 28th day of June, 2022

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ___________________________
John Strickland, Mayor

Attest:

____
Kelly Chance, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

APPROVAL OF VILLAGE MANAGER EMPLOYMENT CONTRACT

ADDITIONAL AGENDA DETAILS:

ATTACHMENTS:

Description

Jeff Sanborn Contract (clean)

STATE OF NORTH CAROLINA

EMPLOYMENT AGREEMENT

COUNTY OF MOORE

THIS AGREEMENT made and entered into this 28th day of June 2022, by and between the Village of Pinehurst, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "Employer," and Jeffrey M. Sanborn, hereinafter referred to as "Employee", both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, pursuant to North Carolina General Statutes §160A-147 and 160A-148, the Employer desires to continue to employ Employee to serve as the Village Manager of the Village of Pinehurst, North Carolina; and

WHEREAS, Employee desires to continue employment as the Village Manager of the Village of Pinehurst, North Carolina; and

WHEREAS, in his position as Village Manager, Employee will serve at the pleasure of the Village Council of the Village of Pinehurst; and

WHEREAS, it is the desire of the Employer to:

1. Continue to retain the services of Employee and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future job security; and
3. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties for any reason or when Employer may otherwise desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Effective Date. Employee shall continue the position of, and continue to fulfill the responsibilities, and duties of Village Manager on June 28, 2022.

Section 2. Duties. Employee shall perform all duties of a Village Manager as provided by law consistent with the direction, consent, and authority of the Employer, and any other lawful duties as may be assigned and directed to him from time to time by the Employer.

Section 3. Term. Employer and Employee each agree that this Employment Agreement shall be for a term of five (5) years beyond July 1, 2022, and shall terminate on July 1, 2027. Provided however, this agreement is deemed to be continuing in nature unless and until the Employer or Employee shall terminate it as hereinafter provided. As an employee serving at the will and pleasure of the Employer, it is understood that the Employer may terminate the employment provided for herein at any time, with or without cause.

Section 4. Termination and Severance Pay. At any time after the execution of the contract and in the event Employee is terminated by the Employer without cause other than it being the will and pleasure of the Employer, and the Employee has not violated any of the terms and conditions of employment, and at the time Employee is willing and able to perform his duties under this Agreement, then, in that event, Employer agrees to pay Employee an amount equal to his monthly compensation effective July 1, 2022 plus any periodic adjustments made, on a bi-weekly basis, for a period of twelve (12) months or as otherwise extended as set forth below, or until Employee obtains other permanent employment at a rate of compensation equal to or greater than his compensation at termination, whichever occurs first, at which time payments shall cease; provided, however, that in the event that after the start date if Employee obtains other permanent employment at a rate of compensation which is less than his compensation at termination, Employer agrees to pay Employee an amount equal to the difference in his compensation, on a monthly basis, for a period not to exceed twelve (12) months or as otherwise extended as set forth below from the date of termination or until Employee obtains other permanent employment at a rate of compensation equal to or greater than his compensation at termination, whichever occurs first, at which time payments shall cease. For purposes of this Section 4, the term "compensation" shall include salary plus the monetary value of other fringe benefits for which Employee is eligible, including automobile allowance, cell phone stipend and the monetary value of the monthly premium for employee medical, dental and vision insurance; life insurance; long term disability insurance, including increases in the premiums for all of the aforementioned insurance coverage that may occur during the period, not to exceed twelve (12) months, that Employee receives Severance Pay from Employer; all deferred compensation; Employer contributions to the State of North Carolina 401 (k) Plan and the Local Government Employee's Retirement System ("grossed up" so that Employee receives the net amount that was previously contributed on his behalf in a "pre-tax" manner to the State of North Carolina 401 (k) Plan and the Local Government Employee's Retirement System), and any other benefits (qualified or non-qualified) which may be implemented from time to time during the existence of this agreement. Should any component of said compensation hereafter be amended or increased during the severance period, such change shall apply to Employee as they would to other employees of Employer.

Employer may terminate this Agreement for cause upon the Employee's conviction for a crime directly or indirectly involving his employment (other than a traffic violation), an act of moral turpitude directly and substantially impairing his ability to reasonably perform his duties, an act contrary to his employment involving personal gain to him, or for any act in violation of this Employment Agreement. In that event, Employer shall have no obligation to pay severance in any amount.

Section 5. Disability. If Employee becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of ninety (90) successive days beyond any accrued leave or family or medical leave benefits, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4 of this Agreement and any rules and/or regulations imposed by the Local Government Retirement System regarding eligibility for retirement/disability benefits.

Section 6. Salary. Effective July 1, 2022, Employer agrees to pay Employee for his services rendered pursuant hereto an initial annual base salary of $165,679, which may be periodically adjusted as provided for herein. Employee will receive payments in installments at the same time as other employees of the Employer are paid.

Section 7. Hours of Work. Because of the unique nature of this employment, it is recognized that Employee will be required to devote considerable time outside the normal office hours of business of the Employer. To the extent practicable, the Employee will be expected and encouraged to adhere to the normal office hours established for the Village.

Section 8. Residency. The Employee shall maintain residency within the Village of Pinehurst during the term of this agreement.

Section 9. Automobile Allowance. Employer agrees to pay an automobile allowance to the Employee in the amount of $450 per month, which will be adjusted according to annual CPI increases effective July 1 of each year. Employer will have no other responsibility for direct or indirect costs of operating an automobile of employee's, or for the regular replacement of the automobile.

Section 10. Travel Expenses. Employee may be reimbursed, or Employer may pay directly, at the election of the Employee, for the actual travel expenses, excluding mileage or fuel costs related to employee's use of his own automobile, of Employee's travel on behalf of Employer.

Section 11. Benefits. All provisions of the Village personnel rules and regulations relating to vacation and sick leave use (excepting accrual rates which are enumerated below), holidays, retirement, Social Security, longevity, cell phone stipend and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as provided in this Agreement.

Employee shall accrue vacation leave at the rate of four (4) weeks per year and sick leave at the rate of twelve (12) days per year.

Section 12. No Reduction in Benefits. Employer shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the Employer.

In the event Employer reduces the salary, compensation or other financial benefits of Employee in a greater degree than applicable across-the-board reduction for all employees or in the event of Employer's substantial failure, after written notice, to comply with a material provision benefiting Employee herein, then, in that event, Employee may, at his option, be deemed to be "terminated" within the meaning and context of the severance pay provision under Section 4 of this Agreement as of the date of such reduction or such substantial failure to comply. For purposes of this Section12, Employee shall give Employer written notice of any failure to comply, and Employer shall have ten (10) business days within which to substantially comply with the terms of this Agreement before Employee may deem the Agreement "terminated."

Section 13. Performance Appraisal. At least once annually after adoption of the annual operating budget, but no later than October 1 of each year, the Village Council of the Village of Pinehurst shall conduct with the Employee an evaluation of his work performance during the immediately preceding year and shall provide an adequate opportunity for Employee to discuss his performance with Employer. As a result of this annual performance appraisal, the Employer may award a salary and/or benefits increase or bonus incentive in such amount(s) and to such extent as Employer may determine that it is desirable to do based on the performance appraisal. Said salary and/or benefits increase or bonus shall be effective on July 1, the end of the performance year evaluated. The maximum base salary allowable under this contract will be $175,000 adjusted annually by the federally calculated CPI inflation rate starting July 1, 2022. The balance of any Village Council approved salary increase that would result in an annual salary exceeding the CPI adjusted maximum will be paid out as a bonus or as a mutually agreed upon benefit.

Section 14. Notice of Termination. Except as otherwise provided in this Agreement, in the event that Employee accepts other employment or otherwise intends to terminate his services to the Employer, he shall give at least sixty (60) days notice of his intention to do so prior to his last day of employment.

Section 15. Civic Club Membership. Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of one (I) such civic club or organization for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 16. Membership and Participation in Professional Organizations. Employer recognizes the desirability of membership and participation in Professional Organizations and continuing education, and Employee is authorized and encouraged to become a member at Employer's expense in the North Carolina City and County Managers Association and the International City and County Managers Association, and to attend their respective conferences and training, and other appropriate and mutually agreed upon training and continuing education at Employer's expense, as approved in the travel and training appropriation of the annual village budget.

Section 17. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

Section 18. Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 19. General Provisions. This Agreement shall constitute the entire understanding between the parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village Council of the Village of Pinehurst has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the Clerk, and by the Employee in duplicate originals, on the day and year first above written.

VILLAGE OF PINEHURST

By: ______________________________
John C. Strickland, Mayor

ATTEST:

VILLAGE OF PINEHURST CORPORATE SEAL NORTH CAROLINA

(SEAL)

Kelly Chance
Kelly Chance, Village Clerk

EMPLOYEE:

____
Jeffrey M. Sanborn

CERTIFICATE OF FINANCE OFFICER:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

Brooke Hunter 6/23/22
Finance Officer

PRESENTATION OF PROCLAMATION TO LAURA MORGAN, MS. SENIOR AMERICA 2022

ADDITIONAL AGENDA DETAILS:

ATTACHMENTS:

	Description
🗋	Proclamation Honoring Laura Morgan
🗋	Resolution 22-19 Honoring Laura Morgan

MAYORAL PROCLAMATION

VILLAGE OF PINEHURST

WHEREAS, on June 28, 2022, we recognize and celebrate the 2022 Ms. Senior America Pageant winner, Laura Morgan; and

WHEREAS, the Ms. Senior America Pageant is the world's first and foremost pageant to emphasize and give honor to women who have reached the "Age of Elegance." It is a search for the gracious lady who best exemplifies the dignity, maturity, and inner beauty of all senior Americans; and

WHEREAS, the Ms. Senior America philosophy is based upon the belief that seniors are the foundation of America, and our most valuable treasure. It is upon their knowledge, experience, and resources that the younger generation has the opportunity to build a better society; and

WHEREAS, Senior America pageants motivate seniors to lead active, productive lives, and provide the opportunity for them to use their wisdom and talents to enrich the lives of others; and

WHEREAS, Laura Morgan, a resident of Pinehurst, North Carolina, was awarded the title of Ms. NC Senior America in November of 2020 and kept that title until May of 2022; and

WHEREAS, Ms. Morgan competed nationally for the title of Ms. Senior America and was awarded that title in August 2021, marking the first time in the 43-year history of the Senior Pageant that North Carolina has brought home the coveted Ms. Senior America crown; and

WHEREAS, throughout her reign as Ms. NC Senior America and as Ms. Senior America, Ms. Morgan has enjoyed speaking, traveling, and serving as a mentor to young people, as well as volunteering extensively in her community and around the state; and

WHEREAS, Ms. Morgan has gone skydiving with the Fort Bragg Golden Knights, traveled to Washington, DC to share with congressmen and senators about Senior America, has sung with the New York Tenors, judged pageants, traveled extensively across the United States, entertained at nursing homes, sung for fundraisers and military functions, and participated across the state in several parades; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in Regular Session assembled this 28th day of June, 2022, as follows:

SECTION 1. We, the Village Council, do hereby recognize and celebrate the 2022 Ms. Senior America, Laura Morgan.

SECTION 2. This Resolution passed and adopted this 28th day of June, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Village of Pinehurst, this the 28th day of June, 2022.

____

John C. Strickland, Mayor

RESOLUTION #22-19:

RESOLUTION HONORING LAURA MORGAN, 2022 MS. SENIOR AMERICA PAGEANT WINNER

WHEREAS, on June 28, 2022, we recognize and celebrate the 2022 Ms. Senior America Pageant winner, Laura Morgan; and

WHEREAS, the Ms. Senior America Pageant is the world's first and foremost pageant to emphasize and give honor to women who have reached the "Age of Elegance." It is a search for the gracious lady who best exemplifies the dignity, maturity, and inner beauty of all senior Americans; and

WHEREAS, the Ms. Senior America philosophy is based upon the belief that seniors are the foundation of America, and our most valuable treasure. It is upon their knowledge, experience, and resources that the younger generation has the opportunity to build a better society; and

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VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ___________________________
John Strickland, Mayor

Attest:

____
Kelly Chance, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

VILLAGE COUNCIL CODE OF ETHICS REVIEW

ADDITIONAL AGENDA DETAILS:

Biannual Review of the Code of Ethics for Village Council

FROM:

Doug Willardson

CC:

Council Members

DATE OF MEMO:

6/22/2022

MEMO DETAILS:

Attached is the Code of Ethics for the Village Council. It is our new procedure to review this policy every two years with Council. The Code of Ethics has been reviewed by staff and compared to other municipal Codes of Ethics. Staff has no recommended changes at this time.

ATTACHMENTS:

	Description
🗋	VOP Code of Ethics for Village Council

Code of Ethics for the
Village Council of the Village of Pinehurst, North Carolina

PREAMBLE

WHEREAS, the Constitution of North Carolina, Article I, Section 35, reminds us that a "frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty," and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina's state motto, *Esse quam videri*, "To be rather than to seem," and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics, and

WHEREAS, as public officials we are charged with upholding the trust of the citizens of this Village, and with obeying the law, and

NOW THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the Village of Pinehurst, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the Village Council do hereby adopt the following General Principles and Code of Ethics to guide the Village Council in its lawful decision-making.

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic representative government depends upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Council members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Council members must always remain aware that at various times they play different roles:
  - As advocates, who strive to advance the legitimate needs of their citizens.
  - As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions
  - As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations.
- Council members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Council members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official

must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the Village Council and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member's best judgment.

<u>Section 1</u>. Council members should obey all laws applicable to their official actions as members of the board. Council members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, Council members should feel free to assert policy positions and opinions without fear of reprisal from fellow council members or citizens. To declare that a council member is behaving unethically because one disagrees with that council member on a question of policy (and not because of the council member's behavior) is unfair, dishonest, irresponsible, and itself unethical.

Council members should endeavor to keep up to date, through the village attorney and other sources, about new or ongoing legal or ethical issues they may face in their official positions. This educational function is in addition to the day-to-day legal advice the board may receive concerning specific situations that arise.

<u>Section 2.</u> Council members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values.
- Behaving consistently and with respect toward everyone with whom they interact.
- Exhibiting trustworthiness.
- Living as if they are on duty as elected officials regardless of where they are or what they are doing.
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner.
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others.
- Disclosing contracts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves.
- Treating other council members and the public with respect and honoring the opinions of others even when the council members disagree with those opinions.
- Not reaching conclusions on issues until all sides have been heard.
- Showing respect for their offices and not behaving in ways that reflect badly on those offices.
- Recognizing that they are part of a larger group and acting accordingly.

- Recognizing that individual council members are not generally allowed to act on behalf of the council but may only do so if the council specifically authorizes it, and the council must take official action as a body.

Section 3. a. Council members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this council will consider impropriety in terms of whether a reasonable person who is aware of all the relevant facts and circumstances surrounding the council member's action would conclude that the action was inappropriate.

Section 3. b. If a Council member believes that his or her actions, while legal and ethical, may be misunderstood, the members should seek the advice of the village attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it (such as consulting with the attorney).

Section 4. Council members should faithfully perform the duties of their offices. They should act as the especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned. Council members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the council has authority.

Council members should be willing to bear their fair share of the council's workload. To the extent appropriate, they should be willing to put the council's interests ahead of their own.

Section 5. Council members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that local government records belong to the public and not to council members or their employees.
In order to ensure strict compliance with the laws concerning openness, council members should make clear that an environment of transparency and candor is to be maintained at all times in the governmental unit. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to make certain that any closed sessions held by the council are lawfully conducted and that such sessions do not stray from the purposes for which they are called.

Approved as Policy of the Village of Pinehurst Village Council, July 27, 2010, via Resolution #10-27.

DISCUSS AND CONSIDER SOLID WASTE CONTRACT FOR LOFTON GARBAGE SERVICE FOR FY23

ADDITIONAL AGENDA DETAILS:

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

CC:
Jeff Sanborn and Jeff Batton

DATE OF MEMO:
6/20/2022

MEMO DETAILS:
This item is to consider renewing a contract for solid waste collection services within CCNC for FY23. Lofton Garbage Service is one (1) of two (2) providers of service within CCNC; however, the estimated value of the second provider's contract (Becky's Rubbish) is well under the Village Manager's threshold for execution.

The proposed Lofton Garbage Service contract renewal is for 12 months beginning on July 1, 2022 and extending through June 30, 2023. It includes a CPI adjusted rate increase for FY23 of 4.2%. The value of Lofton's contract is estimated to be approximately $123,600 with the actual amount being based on the total number of residences served during the contract period. As a comparison, the value of the Becky's Rubbish contract is estimated to be approximately $17,000.

We have reached out to the solid waste representative for the CCNC HOA, who expressed that the community is very satisfied with both Lofton Garbage Service and Becky's Rubbish, and expressed no concerns with renewing both contracts for FY23.

In order to continue services with Lofton Garbage Service, Council would need to adopt a motion authorizing the Mayor or his designee to execute the contract renewal.

ATTACHMENTS:

	Description
🗋	Lofton FY23 Contract

LOFTON SANITATION CONTRACT for CCNC

STATE OF NORTH CAROLINA

COUNTY OF MOORE

THIS CONTRACT, made and entered into this **1st** day of **July, A. D. 2022** by and between **Lofton Garbage Service** of the County of Moore, State of North Carolina, Party of the First Part (hereinafter sometimes referred to as "Contractor"); and the VILLAGE OF PINEHURST, a duly chartered municipal corporation and body corporate and politic of the County of Moore, State of North Carolina, Party of the Second Part (hereinafter sometimes referred to as "the Village");

W I T N E S S E T H:

THAT WHEREAS, the Contractor is engaged in the business of collecting household trash, recycling, and yard debris, as an independent Contractor; and

WHEREAS, the Village has the responsibility for the collection and removal of such household trash, recycling, and yard debris within the Village of Pinehurst, as a part of its governmental functions; and

WHEREAS, the Village does not wish to collect and remove household trash, recycling, and yard debris within the area known as the Country Club of North Carolina, at the present time, and the Contractor does now and wishes to continue to provide such service in the aforementioned area, and it has been determined by the Village Council of the Village of Pinehurst that it would be in the best interest of the Village and its citizens and residents to enter into this agreement with the Contractor for the purpose of engaging his/her services for a period of one (1) year.

NOW, THEREFORE, for and in consideration of the charges, and the terms, covenants, promises and conditions hereinafter set forth, the Village engages the services of the Contractor for the purpose of collecting household trash, recycling, and yard debris from residential property, and the Contractor agrees to perform said services in the Country Club of North Carolina, Pinehurst, North Carolina, in accordance with this contract.

The terms, covenants, promises and conditions of this agreement and contract are as follows:

1. The term of this contract shall be for a period of one (1) year from **July 1, 2022** through **June 30, 2023**, unless sooner terminated as hereinafter provided or for good cause.
2. The Village covenants and agrees with the Contractor that the Contractor will collect household trash, recycling, and yard debris, each one time per week, from residential properties, at a location adjacent to the house, in the Country Club of North Carolina. If the frequency of collection is altered by the Village during the term of the contract, whether increased or decreased, the contract may be re-negotiated by the parties.
3. The Village covenants and agrees with the Contractor that the Village will pay to the Contractor for the collections listed in #2 above, which may be amended during the year as new homes are constructed, added or deleted.

Residences listed as "Full" or "Rental" = $26.13 per month for collection of household trash, recycling, and yard debris.

Residences listed as "Partial" = $19.50 per month for collection of household trash, recycling, and yard debris.

Scale tipping fees for household trash are included with "Full", "Rental", and "Partial" rates.

Fuel Surcharge: Fuel surcharge will be established quarterly on July 1, 2022, October 1, 2022, January 1, 2023, and April 1, 2023, based on the price of fuel at the Speedway Station located on Highway #5 and paid in accordance with the chart below.

Fuel Price Range	Adjustment Per Home
Up to $2.749	$0.00
$2.75 - $3.249	$.25
$3.25 - $ 3.499	$.50
$3.50 – $3.749	$.75
$3.75 +	$1.00

4. All payments to the Contractor will be made by the 15th day of the month following the pick-ups. Failure to provide an invoice by the 5th of the month will delay the payment to the Contractor.
5. The Contractor agrees to submit a monthly accounting of the number of households receiving his/her service each month. This count must accompany the Contractor's monthly invoice. Any changes to his/her accounting of any new households that are being added or dropped must be reported within 72 hours.
6. A monthly count of all homes, where recycling is picked up, must accompany the Contractor's invoice.
7. Contractors must dispose of household trash, recycling, and yard debris at the Moore County Transfer Station and Landfill. Scale tipping fees for household trash are included with "Full", "Rental", and "Partial" rates. Scale tipping fees for recycling and yard debris will be reimbursed to Contractor. Truck numbers must be provided to the Village.
8. Contractor must provide all tickets, or copy of tickets, for household trash, recycling, and yard debris, obtained from disposal location. These tickets must accompany the Contractor's monthly invoice. Failure to include tickets will result in delay of payment to the Contractor until tickets are received.
9. Contractor agrees that he/she will furnish all of the necessary labor and equipment to provide residents of the Country Club of North Carolina with once weekly removal of household trash, recycling, and yard debris from residential property.
10. The Contractor further covenants and agrees that he/she will include in his/her services the removal of all refuse of any nature placed in the containers; and a reasonable and normal amount of cartons, newspapers and the like, and that he/she will include in his/her services the removal of a reasonable amount of yard debris, which must be bagged or bundled, and it is mutually understood and agreed that the disposal and removal of cartons, boxes and waste

generated when a resident moves into a dwelling within the aforementioned area shall be the Contractor's responsibility.

11. Contractor further covenants and agrees that he/she, his/her employees, assistants or agents will refrain from crossing a homeowner's property in front or back of a house to make any pickups, unless expressly permitted by the homeowner on either side and that normal procedure provides that the Contractor, his/her employees, agents or assistants will proceed to the location on each property owner's premises where the refuse is stored and will remove the same directly back to the street where the collection vehicle is located without crossing the property of any adjacent or nearby property owner.
12. Contractor further covenants and agrees that collections will be made each week throughout the aforementioned area and should any holiday or external event interfere with this normal routine, Contractor will utilize any off-duty time to complete the regular collections each week; and it is understood and agreed that equipment failures shall be no reason for Contractor to avoid his/her responsibility for the collections required, and that it will be incumbent upon him/her to have available stand-by equipment to take care of such contingency.
13. Contractor covenants and agrees with the Village that in the event a pickup should be missed at any time, for reasons not the responsibility of the Village, or he/she should fail to remove all the household trash, recycling, and yard debris available for pickup, the sum of five ($5.00) dollars per home collection missed will be deducted from that month's payment by the Village, as liquidated damages, forfeited by the Contractor.
14. It is understood and agreed that the Contractor shall be responsible for all worker's compensation and other types of insurance necessary to protect themselves and the Village from any liability whatsoever and the Contractor will provide the Village with a copy of each Policy (see attached insurance memorandum of understanding that is hereby made a part of this contract by reference). Contractor shall pay all taxes and other expenses required in his/her business, and it is clearly understood and agreed that the Contractor is an independent Contractor operating strictly on his/her own and in no sense is he/she to be considered as an employee of the Village of Pinehurst.
15. Contractor and Village agree that a future renewal of this contract **<u>for FY24</u>** shall adjust the payment rate per residence based upon the Consumer Price Index (CPI) for Water, Sewer and Trash collection services in the U.S., Series ID CUSR0000SEHG. Should the CPI have a decrease over this period, there will be no decrease in the contract amount.
16. In the event that landfill disposal fees for household trash at the Moore County landfill or any landfill succeeding the Moore County landfill increase above the annual CPI amount, the cost per home shall be adjusted in a manner agreeable to both parties of the contract so that the increased cost above the CPI amount realized by the Contractor as a result of this and only this occurrence can be passed on to the Village.
17. Contractor must comply with all OSHA standards and requirements, where applicable. Contractor must comply with all applicable federal, state, and local laws, rules and regulations.
18. Inasmuch as the Village Council of the Village of Pinehurst has the responsibility, as a governmental function, to collect and dispose of household trash, recycling, and yard debris accumulated by the citizens, residents and property owners of the Village; and because of its responsibility to protect the health, safety, morals and general welfare of the citizens, residents and property owners of the Village, it is necessary that the Village Council see to it

that this contract is performed by the Contractor in an efficient and effective manner; and in the event, the Contractor should fail to so perform said contract, then, and in such event, the Contractor agrees that the Village Council shall have full and complete authority to terminate this contract, summarily, and to engage another Contractor to carry out the governmental function of household trash, recycling, and yard debris collection within the aforementioned area, or to perform such service with Village employees; and upon such termination, the Contractor shall be paid only through the time services have been performed hereunder.

In order to reduce processing costs and to maintain security over financial transactions, all payments made under this contract shall be made electronically. Upon execution of the contract, both parties will work to establish banking relations to enable direct deposit of funds due and payable under this contract.

IN WITNESS WHEREOF, the Village of Pinehurst has caused this contract to be executed in duplicate originals, one of which is retained by each of the parties and has caused its municipal corporate name to be hereto affixed by the Mayor of the Village of Pinehurst, attested by the Village Clerk, and has caused its corporate seal to be hereon impressed, all by authority of the Village Council duly given; and **Jockquinn Lofton**, as Contractor, has hereunto set his hand and seal, all on the day and year first above written.

VILLAGE OF PINEHURST

(Corporate Seal)

By: _________________________
John C. Strickland, Mayor
Pinehurst, NC

Attest:

____
Kelly Chance, Village Clerk

____
Jockquinn Lofton, Contractor

Federal ID# ______________
Social Security # __________

This instrument has been pre-audited
in the manner required by the
Local Government and Fiscal Control Act.

____
Brooke Hunter, Director of Financial Services
Village of Pinehurst

DISCUSS AND CONSIDER ORDINANCE 22-07 BUDGET AMENDMENT TO IMPLEMENT LEASE REPORTING STANDARD (GASB 87)

ADDITIONAL AGENDA DETAILS:

FROM:
Brooke Hunter

CC:
Jeff Sanborn & Doug Willardson

DATE OF MEMO:
6/21/2022

MEMO DETAILS:
The Governmental Accounting Standards Board's (GASB) Statement 87, Leases, is effective for most NC local governments in Fiscal Year 2022. This standard eliminates existing lease accounting and reporting guidance that has been in place for decades. The distinction between "capital" and "operating" leases is no longer a consideration. The basic premise of the new guidance is that a lease contract is a financing transaction.

GASB 87 defines a lease as "a contract that conveys control of the right to use another entity's nonfinancial asset for a period of time in an exchange or exchange-like transaction." The Village compiled and reviewed all potential lease agreements and identified those meeting the criteria listed in the statement. We implemented DebtBook, a lease tracking software, to maintain these agreements and assist with annual reporting requirements. The software implementation specialists performed a review of all potential leases agreements to ensure each contract was categorized correctly. New leases will be added to the software system in subsequent years.

There are several exceptions to the standard that eliminate the requirement to report agreements under this new guidance. For example, short-term leases with a maximum possible term of 12 months or contracts that transfer ownership of an asset at the end of the contract are not considered reportable leases.

For FY 2022, the Village has a total of seven lessee agreements for six copiers and one postage meter. Several of our copier leases were expiring within 12 months, thus those agreements did not meet the requirements in the first year of reporting. However, in FY 2023, we anticipate adding several additional copier agreements as new multi-year contracts are signed and potentially one lessor agreement for the Pinehurst Track Restaurant.

From a budgetary standpoint on the lessee side, units will report an expenditure (capital outlay) and an offsetting other financing source for the present value of the lease liability in the year the lease is initially recognized. Lease payments will be classified as debt service principal and interest expenditures.

Now that the Village has identified which leases qualify under this new standard and calculated the amounts, an amendment is needed to record these "right to use" assets and account for them in the correct manner within debt service. Ordinance 22-07 amending the FY 2022 budget for GASB 87 lease implementation is available for your consideration.

ATTACHMENTS:

Description

🗋 Ordinance 22-07 - Budget Amendment to Implement Lease Reporting Standard (GASB 87)

ORDINANCE #22-07:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2022, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND FOR THE VILLAGE OF PINEHURST, NORTH CAROLINA (IMPLEMENTATION OF LEASE REPORTING REQUIREMENTS UNDER GASB STATEMENT NO. 87)

THAT WHEREAS, the Governmental Accounting Standards Board (GASB) released Statement No. 87 entitled “Leases,” which is effective for the fiscal year beginning July 1, 2021 (FY 2022); and

WHEREAS, this statement defines a lease as “a contract that conveys control of the right to use another entity’s nonfinancial asset for a period of time in an exchange or exchange-like transaction,” and the underlying assumption is that a lease is a financing transaction; and

WHEREAS, staff compiled and reviewed all lease agreements that meet the criteria listed in the statement and implemented lease tracking software to maintain these agreements going forward; and

WHEREAS, an amendment is needed to record these “right to use” assets and account for them in the correct manner within debt service;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 28th day of June, 2022, as follows:

SECTION 1. To amend the FY 2022 General Fund budget with regard to revenues and expenditures, the revenue and expenditure accounts are to be changed as follows:

Account No.	Account Name	Debit	Credit
10-00-220-7800	Admin-Capital Outlay: Right to Use Asset	$ 22,000	
10-00-230-7800	Finance-Capital Outlay: Right to Use Asset	6,000	
10-10-310-7800	Police-Capital Outlay: Right to Use Asset	3,000	
10-80-610-7800	Recreation-Capital Outlay: Right to Use Asset	3,000	
10-80-615-7800	Library-Capital Outlay: Right to Use Asset	8,000	
10-00-190-3904	Other Financing Sources		$ 42,000
10-60-910-8082	Principal: Right to Use Asset	17,000	
10-60-910-8083	Interest: Right to Use Asset	1,000	
10-00-980-5300	IT: Contracted Services		18,000
10-00-980-3560	Charges to Other Departments	18,000	
10-00-220-5911	Admin-IT Charges		10,000
10-00-230-5911	Finance-IT Charges		2,000
10-10-310-5911	Police-IT Charges		1,000
10-80-610-5911	Recreation-IT Charges		3,000
10-80-615-5911	Library-IT Charges		2,000

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

THIS ORDINANCE passed and adopted this 28th day of June, 2022.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John C. Strickland, Mayor

Attest:

____
Kelly Chance, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

DISCUSS AND CONSIDER RESOLUTION 22-17 AMENDING THE CAPITAL ASSETS POLICY

ADDITIONAL AGENDA DETAILS:

FROM:
Brooke Hunter

CC:
Jeff Sanborn & Doug Willardson

DATE OF MEMO:
6/21/2022

MEMO DETAILS:
The Given Memorial Library and Tufts Archives became part of the Village of Pinehurst in April 2022. The Asset and Service Transfer Agreement between the two organizations identified various assets that would transfer ownership to the Village, including the archives collection.

The Village's intent is to retain these assets for public use indefinitely, thus the collection meets the criteria outlined in GASB Statement No. 34 (GASB 34) for exemption from capitalization. However, the Village will disclose information about the collection in the notes to our financial statements.

There are three criteria in GASB 34 that must be met to exempt the collection from capitalization, as indicated below. The collection must be:

a. "Held for public exhibition, education, or research in furtherance of public service, rather than financial gain
b. Protected, kept unencumbered, cared for, and preserved
c. Subject to an organizational policy that requires the proceeds from sales of collection items to be used to acquire other items for collections."

These criteria ultimately show that a collection has an indefinite useful life. In order for us to fully comply with GASB 34, a minor revision is needed to our Capital Assets Policy to cover the last requirement. A new section has been added to the Capital Asset Policy that mentions all three items above, including a statement that any proceeds from the sale of collection items must be used to acquire other collection items.

We consulted with our auditors, and they confirmed this method of reporting is appropriate.

The new policy language is as follows:

"**ARTWORK AND HISTORICAL TREASURES:**

Collections of Art, Historical Treasures, or Other Similar Assets – The Village houses certain collections of works of art, literary works, and historical artifacts, including the Tufts Archives collection. These collections are protected and preserved for public exhibition, education, research, and the furtherance of public service. They are neither disposed of for financial gain nor encumbered in any manner; however, an inventory is maintained. Accordingly, these collections are not recorded or capitalized for financial statement purposes. In the event an item of the collection is sold, the proceeds must be used to acquire other collection items."

Resolution #22-17 is available for your consideration. Approval of this resolution would amend the policy as indicated in the attachment.

ATTACHMENTS:

	Description
🗋	Resolution 22-17 - Amending the Capital Assets Policy
🗋	Capital Assets Policy
🗋	Red-Lined Capital Assets Policy with Changes

RESOLUTION #22-17:

A RESOLUTION ADOPTING AND AMENDING A FINANCIAL POLICY OF THE VILLAGE OF PINEHURST (CAPITAL ASSET POLICY UPDATE).

THAT WHEREAS, Chapter 160A, Article 7 of the General Statutes of North Carolina outlines the powers and duties of the Village Manager and the Village Council; and

WHEREAS, the Village Council has deemed it necessary and in the best interests of its employees and citizens to formulate and revise administrative policies; and

WHEREAS, the Village Council by Resolution #10-03 established that "All financial policies of the Village shall be approved by the Village Council"; and

WHEREAS, as the operational needs of the Village change, the Village Council has, from time to time, adopted and amended previously adopted financial policies for the Village of Pinehurst;

NOW, THEREFORE, BE IT RESOLVED, by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 28th day of June, 2022, as follows:

SECTION 1. The Capital Assets Policy recommended by the Village's Financial Services Director, which has been reviewed by the Village Manager, is hereby amended and approved by the Village Council.

SECTION 2. The Financial Services Director is hereby instructed to inform all employees of the updated policy in a timely manner.

SECTION 3. This resolution shall be and the same is hereby effective from and after the date of its adoption.

THIS RESOLUTION passed and adopted this 28th day of June, 2022.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John C. Strickland, Mayor

Attest:

____
Kelly Chance, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

	VILLAGE OF PINEHURST STANDARD PROCEDURE
SUBJECT: **Capital Assets Policy**	Effective Date: 10/10/2004
Department: Financial Services	
Prepared by: Financial Services Director, Brooke Hunter	Policy No.: FIN-503.1
	Revised: 02/28/2017 06/28/2022
Approved by: Village Council Resolution #22-17	# of Pages: 6

PROCEDURE PURPOSE:

To establish and maintain complete and accurate capital asset records.

POLICY:

The Village of Pinehurst adheres to the rules and regulations established by the Governmental Accounting Standards Board (GASB) and North Carolina general statues for the recording and accounting of capital assets. Local governments are required by G.S. 159-26(b)(8) to maintain "a ledger or group of accounts in which to record the details relating to the general capital assets of the unit."

Capital asset records are required under Generally Accepted Accounting Principles (GAAP) and are necessary for the local government's auditor to render an unqualified audit opinion on its financial statements. Also, capital asset information is required for a Annual Comprehensive Financial Report to qualify for the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

OVERVIEW:

Capital assets are assets that are tangible in nature and have a useful life longer than one year. The Village depreciates assets that have a cost of **$5,000** or more. They are classified as land, infrastructure, buildings, furniture & fixtures, equipment, vehicles, and construction in progress. Capital assets can be both movable and immovable. Items of insignificant value, while they may meet the above criteria are normally expensed instead of being considered capital assets.

A capital asset is considered a capitalized purchase subject to depreciation if it meets the following conditions:

- The item meets the dollar and life criteria and is designed to stand alone in its normal function.
- The item enhances, upgrades, expands, or increases the life of an existing capitalized item. A major repair would qualify to be capitalized if it does extend the life, **and** enhances the value of a capital asset.

Items that are not capitalized are those that function alone but do not meet the dollar and life criteria. These items must be charged as expenditures in the year of acquisition. The following conditions provide further definition of items that are not capitalized.

- Individually purchased component items costing less than $5,000.
- A replacement item that replaces part of a system but does not significantly enhance the life of the system. If an item is purchased as replacement for a system component or repair part, it is not a capital expenditure, regardless of the cost. Examples are a dump body for a truck, a bush hog for a tractor or a front-end loader for a tractor.

Capital assets containing separate physical parts (i.e. CPU, monitor and keyboard) are not considered one asset having one or more component parts. Each separate physical part is considered to be a separate asset and is individually evaluated to determine if capitalization criteria are met.

CONTROL:

Capital Assets are added to the Financial Services Departments asset inventory list by the Financial Services Department. Upon payment of the invoice, the Finance Technician will add the Capital Asset to the inventory list.

It is the responsibility of each Department Head to accurately maintain an Asset Inventory list for their respective departments and to maintain secure control of their assets. Individual departments are also responsible for maintaining non-capitalized assets under their control. The Financial Services Department is responsible for maintaining the computerized reports of capital assets owned by the Village.

The Financial Services Department will maintain a comprehensive Asset Inventory List for each Department. Semi-annually, a copy of the asset inventory will be given to the Department Heads for their review. Each Department Head will check their inventory of capital assets semi-annually to verify the accuracy of the list provided by the Financial Services Department and report any discrepancies to the Finance Technician.

Throughout the year, Department Heads should notify the appropriate department when a capitalized asset is no longer of use to the department by completing the Capital

Asset Inventory Control Form. The Personal Property Disposition Policy (Policy No.: FIN-504.1) will be followed to dispose, transfer or donate any capitalized asset that is declared surplus. Those assets meeting the capital asset criteria and included on the Department's Asset Inventory List or those assets included on the Department's non-depreciable inventory list need to be reported.

Department Directors are responsible for conducting a full physical inventory of all capital assets at the end of each fiscal year and reconciling the physical inventory to the Asset Inventory List. The Financial Services department will conduct a bi-annual physical inventory of all current capital assets, identifying assets in use, and noting any assets that have been scrapped, sold, or transferred to other departments. This bi-annual physical inventory is typically performed the last week in May.

CLASSIFICATIONS AND COST BASIS:

All capital assets meeting the criteria described herein that are owned by the Village of Pinehurst are recorded in the accounting records. Accounting classifications of capital assets and the criteria used to determine the cost basis of the Village's capital assets are as follows:

Land – A capital asset account that reflects the acquisition value of land and the rights to land owned by the Village of Pinehurst. It includes all land held in fee simple and all rights to land that have no termination date.

If the land is purchased, the valuation includes such costs as purchase price, legal fees, filling and excavation, and other costs directly related to the acquisition of the land and its preparation for use. If land is acquired by a gift, the valuation recorded should be the acquisition value at the time of receipt. Acquisition value is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the acquisition date, or the amount at which a liability could be liquidated with the counterparty at the acquisition date. Proceeds from the salvaging of any assets removed from the land reduce the land's cost (i.e. funds received from the sale of the components of an existing building on the land).

Right-of-Ways – A capital asset account that reflects the strip of land acquired for use as a public street. Street construction assets are recorded as infrastructure.

If the right-of-way is purchased, the valuation includes such costs as purchase price and legal fees. If a right-of-way is acquired through a gift, the valuation is recorded at the acquisition value at the time of receipt.

Infrastructure – A capital asset account that reflects the acquisition value of permanent improvements (other than buildings) that add value to the land or improve the use of the land, and recording of infrastructure type assets. Examples of such improvements are: fences, retaining walls, drainage systems, sidewalks, parking lots, driveways, roads, bridges, curbs and gutters, etc.

Note that when used with capital assets, the terms improvement and betterment have different meanings. Improvements are capital assets permanently attached to land. Betterments are additions to or changes in existing depreciable assets intended to increase their efficiency or prolong their useful lives.

If purchased or constructed, the valuation includes such costs as the purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired by gift, the valuation recorded should be the acquisition value at the time of receipt.

Buildings and Improvements – A capital asset account that reflects the acquisition value of permanent structures owned by the Village of Pinehurst used to house persons and property. Permanently installed fixtures to or within these structures are considered parts of the structure. The costs of major improvements to structures are included in this account.

If purchased or constructed, the valuation includes such costs as the purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired by gift, the valuation recorded should be the acquisition value at the time of receipt.

Furniture & Equipment – A capital asset account that reflects the value of tangible property not permanently affixed to real property, used in carrying out the operations of the Village of Pinehurst.
The basis of valuation of purchased furniture & equipment includes the net contract price, transportation charges, and the cost of installing special devices or other preparations required to ready the asset for its intended use. The basis of valuation of donated furniture & fixtures is the acquisition value at the date acquired.

Vehicles – A capital asset account that reflects the value of motor vehicles owned by the Village of Pinehurst.

The basis of valuation of purchased vehicles includes the net contract price; taxes, tags and titles; transportation charges; and the cost of installing special devices or other preparations required to ready the asset for its intended use. The basis of valuation of donated vehicles is the acquisition value at the date received.

Construction in Progress – A capital asset account used when a government reports amounts expended on an uncompleted building or other capital construction project. When the project is complete, the cumulative costs are transferred to another appropriate capital asset account. These subclasses such as buildings, improvements, and equipment might be used.

If purchased or constructed, the valuation includes such costs as the purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired by gift, the valuation recorded should be the acquisition value at the time of receipt.

ESTIMATED USEFUL LIFE:

Most capital assets incur physical deterioration through usage and the passage of time. Although care and maintenance may succeed in extending the physical life of an asset, typically it will, eventually, reach a condition where the benefits have been exhausted.

Based on the historical use and replacement of the Village's capitalized assets, the following ranges will be used as guidelines in setting the estimated useful lives for asset reporting under GASB 34:

ASSET CLASS	**ESTIMATED USEFUL LIFE**
Right-of-Ways	40 Years
Infrastructure	20 – 40 Years
Buildings & Improvements	20 Years
Furniture & Equipment	3-10 Years
Vehicles	4 – 20 Years

Note that the service potential of Land and CIP do not diminish with time or use and are not depreciated. Therefore, establishing an estimated useful life is not necessary.

The Financial Services Department will review the estimated useful lives of capital assets once established and, if necessary, make changes to the standard estimated useful life to reflect changes in the condition of the asset or its use.

DEPRECIATION:

The Village obtains benefit from a capital asset over several years. By accepting that the life of a capital asset is limited, the Village accounts need to recognize the benefits of the capital asset as it is "consumed" over several years. This consumption of a capital asset is referred to as depreciation.

Depreciation is defined as "the wearing out, using up, or other reduction in the useful economic life of a tangible fixed asset whether arising from use, passage of time or obsolescence through either changes in technology or demand for goods and services produced by the asset."

Depreciation accounting is the systematic and rational allocation of the recorded cost of depreciable capitalized assets over their estimated useful lives. The Village will depreciate eligible assets using the straight-line method over the estimated useful life of the asset. The first year of depreciation will be calculated for six months only, regardless of when the asset was added during the year, or utilizing the half-year convention.

ARTWORK AND HISTORICAL TREASURES:

Collections of Art, Historical Treasures, or Other Similar Assets – The Village houses certain collections of works of art, literary works, and historical artifacts, including the Tufts Archives collection. These collections are protected and preserved for public exhibition, education, research, and the furtherance of public service. They are neither disposed of for financial gain nor encumbered in any manner; however, an inventory is maintained. Accordingly, these collections are not recorded or capitalized for financial statement purposes. In the event an item of the collection is sold, the proceeds must be used to acquire other collection items.

SUMMARY:

The Village's policy is to capitalize assets with an estimated useful life of more than one year and a total cost of $5,000 or more. The Village depreciates eligible assets using the straight-line method over the estimated useful life of the asset.

To insure the consistent recording of annual depreciation amounts for similar assets, the standards for estimating the useful lives of capital assets recorded on the Village's books, are outlined in the table contained within this document.

This document replaces all previous versions of this policy in their entirety.

	VILLAGE OF PINEHURST **STANDARD PROCEDURE**
SUBJECT: **Capital Assets Policy**	Effective Date: 10/10/2004
Department: Financial Services	
Prepared by: Financial Services Director, Brooke Hunter	Policy No.: FIN-503.1
	Revised: 02/28/2017 06/28/2022
Approved by: Village Council Resolution #22-17	# of Pages: 6

PROCEDURE PURPOSE:

To establish and maintain complete and accurate capital asset records.

POLICY:

The Village of Pinehurst adheres to the rules and regulations established by the Governmental Accounting Standards Board (GASB) and North Carolina general statues for the recording and accounting of capital assets. Local governments are required by G.S. 159-26(b)(8) to maintain “a ledger or group of accounts in which to record the details relating to the general capital assets of the unit.”

Capital asset records are required under Generally Accepted Accounting Principles (GAAP) and are necessary for the local government’s auditor to render an unqualified audit opinion on its financial statements. Also, capital asset information is required for a ~~Comprehensive~~ Annual Comprehensive Financial Report to qualify for the Government Finance Officers Association’s Certificate of Achievement for Excellence in Financial Reporting.

OVERVIEW:

Capital assets are assets that are tangible in nature and have a useful life longer than one year. The Village depreciates assets that have a cost of **$5,000** or more. They are classified as land, infrastructure, buildings, furniture & fixtures, equipment, vehicles, and construction in progress. Capital assets can be both movable and immovable. Items of insignificant value, while they may meet the above criteria are normally expensed instead of being considered capital assets.

A capital asset is considered a capitalized purchase subject to depreciation if it meets the following conditions:

- The item meets the dollar and life criteria and is designed to stand alone in its normal function.
- The item enhances, upgrades, expands, or increases the life of an existing capitalized item. A major repair would qualify to be capitalized if it does extend the life, **and** enhances the value of a capital asset.

Items that are not capitalized are those that function alone but do not meet the dollar and life criteria. These items must be charged as expenditures in the year of acquisition. The following conditions provide further definition of items that are not capitalized.

- Individually purchased component items costing less than $5,000.
- A replacement item that replaces part of a system but does not significantly enhance the life of the system. If an item is purchased as replacement for a system component or repair part, it is not a capital expenditure, regardless of the cost. Examples are a dump body for a truck, a bush hog for a tractor or a front-end loader for a tractor.

Capital assets containing separate physical parts (i.e. CPU, monitor and keyboard) are not considered one asset having one or more component parts. Each separate physical part is considered to be a separate asset and is individually evaluated to determine if capitalization criteria are met.

CONTROL:

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Throughout the year, Department Heads should notify the appropriate department when a capitalized asset is no longer of use to the department by completing the Capital Asset Inventory Control Form. The Personal Property Disposition Policy (Policy No.: FIN-504.1) will be followed to dispose, transfer or donate any capitalized asset that is declared surplus. Those assets meeting the capital asset criteria and included on the Department's Asset Inventory List or those assets included on the Department's non-depreciable inventory list need to be reported.

Department Directors are responsible for conducting a full physical inventory of all capital assets at the end of each fiscal year and reconciling the physical inventory to the Asset Inventory List. The Financial Services department will conduct a bi-annual physical inventory of all current capital assets, identifying assets in use, and noting any assets that have been scrapped, sold, or transferred to other departments. This bi-annual physical inventory is typically performed the last week in May.

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If the right-of-way is purchased, the valuation includes such costs as purchase price and legal fees. If a right-of-way is acquired through a gift, the valuation is recorded at the acquisition value at the time of receipt.

Infrastructure – A capital asset account that reflects the acquisition value of permanent improvements (other than buildings) that add value to the land or improve the use of the land, and recording of infrastructure type assets. Examples of such improvements are:

fences, retaining walls, drainage systems, sidewalks, parking lots, driveways, roads, bridges, curbs and gutters, etc.

Note that when used with capital assets, the terms improvement and betterment have different meanings. Improvements are capital assets permanently attached to land. Betterments are additions to or changes in existing depreciable assets intended to increase their efficiency or prolong their useful lives.

If purchased or constructed, the valuation includes such costs as the purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired by gift, the valuation recorded should be the acquisition value at the time of receipt.

Buildings and Improvements – A capital asset account that reflects the acquisition value of permanent structures owned by the Village of Pinehurst used to house persons and property. Permanently installed fixtures to or within these structures are considered parts of the structure. The costs of major improvements to structures are included in this account.

If purchased or constructed, the valuation includes such costs as the purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired by gift, the valuation recorded should be the acquisition value at the time of receipt.

Furniture & Equipment – A capital asset account that reflects the value of tangible property not permanently affixed to real property, used in carrying out the operations of the Village of Pinehurst.
The basis of valuation of purchased furniture & equipment includes the net contract price, transportation charges, and the cost of installing special devices or other preparations required to ready the asset for its intended use. The basis of valuation of donated furniture & fixtures is the acquisition value at the date acquired.

Vehicles – A capital asset account that reflects the value of motor vehicles owned by the Village of Pinehurst.

The basis of valuation of purchased vehicles includes the net contract price; taxes, tags and titles; transportation charges; and the cost of installing special devices or other preparations required to ready the asset for its intended use. The basis of valuation of donated vehicles is the acquisition value at the date received.

Construction in Progress – A capital asset account used when a government reports amounts expended on an uncompleted building or other capital construction project. When the project is complete, the cumulative costs are transferred to another appropriate capital asset account. These subclasses such as buildings, improvements, and equipment might be used.

If purchased or constructed, the valuation includes such costs as the purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired by gift, the valuation recorded should be the acquisition value at the time of receipt.

ESTIMATED USEFUL LIFE:

Most capital assets incur physical deterioration through usage and the passage of time. Although care and maintenance may succeed in extending the physical life of an asset, typically it will, eventually, reach a condition where the benefits have been exhausted.

Based on the historical use and replacement of the Village's capitalized assets, the following ranges will be used as guidelines in setting the estimated useful lives for asset reporting under GASB 34:

ASSET CLASS	**ESTIMATED USEFUL LIFE**
Right-of-Ways	40 Years
Infrastructure	20 – 40 Years
Buildings & Improvements	20 Years
Furniture & Equipment	3-10 Years
Vehicles	4 – 20 Years

Note that the service potential of Land and CIP do not diminish with time or use and are not depreciated. Therefore, establishing an estimated useful life is not necessary.

The Financial Services Department will review the estimated useful lives of capital assets once established and, if necessary, make changes to the standard estimated useful life to reflect changes in the condition of the asset or its use.

DEPRECIATION:

The Village obtains benefit from a capital asset over several years. By accepting that the life of a capital asset is limited, the Village accounts need to recognize the benefits of the capital asset as it is "consumed" over several years. This consumption of a capital asset is referred to as depreciation.

Depreciation is defined as "the wearing out, using up, or other reduction in the useful economic life of a tangible fixed asset whether arising from use, passage of time or obsolescence through either changes in technology or demand for goods and services produced by the asset."

Depreciation accounting is the systematic and rational allocation of the recorded cost of depreciable capitalized assets over their estimated useful lives. The Village will depreciate eligible assets using the straight-line method over the estimated useful life of the asset. The first year of depreciation will be calculated for six months only, regardless of when the asset was added during the year, or utilizing the half-year convention.

ARTWORK AND HISTORICAL TREASURES:

Collections of Art, Historical Treasures, or Other Similar Assets – The Village houses certain collections of works of art, literary works, and historical artifacts, including the Tufts Archives collection. These collections are protected and preserved for public exhibition, education, research, and the furtherance of public service. They are neither disposed of for financial gain nor encumbered in any manner; however, an inventory is maintained. Accordingly, these collections are not recorded or capitalized for financial statement purposes. In the event an item of the collection is sold, the proceeds must be used to acquire other collection items.

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SUMMARY:

The Village's policy is to capitalize assets with an estimated useful life of more than one year and a total cost of $5,000 or more. The Village depreciates eligible assets using the straight-line method over the estimated useful life of the asset.

To insure the consistent recording of annual depreciation amounts for similar assets, the standards for estimating the useful lives of capital assets recorded on the Village's books, are outlined in the table contained within this document.

This document replaces all previous versions of this policy in their entirety.

DISCUSS AND CONSIDER CHANGES TO THE POSITION CLASSIFICATION AND PAY PLAN

ADDITIONAL AGENDA DETAILS:

FROM:
Angela Kantor

CC:
Jeff Sanborn

DATE OF MEMO:
6/21/2022

MEMO DETAILS:
The Human Resources Department contracted with The MAPS Group Inc. in FY 21-22 to perform a partial position classification and pay study. The study included:

- Evaluating all regular full-time and regular part-time positions in the following departments: Fire, Administration, Human Resources, Financial Services, Library Services, Recreation, Solid Waste, and four Administrative positions in various departments;
- Conducting a salary survey of comparable organizations in the public sector;
- Updating class specifications (position descriptions) for each position; and
- Making recommendations for position classification changes and policy changes.

The study began in February with employees in the selected departments completing position description questionnaires outlining current job responsibilities. Employees, supervisors, department directors 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 were surveyed: Aberdeen, Carrboro, Clayton, Davidson, Harrisburg, Hope Mills, Laurinburg, Lexington, Rockingham, Sanford, Southern Pines, as well as Moore County.

Based on the information collected and reviewed, we are recommending the following changes that more appropriately reflect the responsibilities for the positions and are more in line with our peers:

- Move Solid Waste Equipment Operators from pay grade 13 to pay grade 14.

- Change title for the Assistant Library Services and Archives Director to Library Services and Archives Supervisor.

- Move Communications Specialist from pay grade 22 to pay grade 23.

- Move Assistant Manager for Administration and Assistant Manager for Operations from pay grade 34 to pay grade 35.

- Move Human Resources Technician from pay grade 16 to pay grade 17.

- Move the Events Assistant from pay grade 15 to pay grade 16.
- Move the Fair Barn Coordinator from pay grade 18 to pay grade 19.
- Change title for Program Coordinator to Recreation Programs Coordinator.
- Move Firefighter (Non-EMT, Reserve) from pay grade 15 to pay grade 16.
- Move Firefighter EMT, Firefighter 2nd Class, and Firefighter 1st Class from pay grade 16 to pay grade 17.
- Move Fire and Life Safety Educator from pay grade 18 to pay grade 19.
- Move Senior Firefighter and Fire Engineer from pay grade 18 to pay grade 19.
- Move Fire Lieutenant from pay grade 19 to pay grade 20.
- Move Fire Captain from pay grade 22 to pay grade 23.
- Move Battalion Chief from pay grade 24 to pay grade 25.
- Move Deputy Fire Chief from pay grade 26 to pay grade 27.
- Move Fire Chief from pay grade 31 to pay grade 32.
- Move Administrative and Telecommunications Coordinator from pay grade 18 to pay grade 19.

We not only review positions and pay grades during this process, but we also review the policy outlining the administration of our pay plan. There are no changes recommended to the policy at this time.

We recommend increasing the pay grades by 4.7% based on the average Consumer Price Index (CPI) for calendar year 2021, as outlined in the policy.

We will continue to offer merit pay based on performance for the fiscal year. Merit increases will be effective October 1st. The amount of merit pay available is discussed during the budget process. This year, the merit range is 0%-3%. Those who earn 3% must demonstrate truly extraordinary performance.

I have attached the Resolution that will amend the Policy on the Administration of the Position Classification and Pay Plan based on the recommendations above. I have also attached the policy and the FY 2022-2023 Position Classification and Pay Plan table for your review. Thank you for your consideration.

ATTACHMENTS:

	Description
🗋	Policy on the Admin of Pay Plan and Position Classification Plan (Amended 6-28-2022)
🗋	Position Classification and Pay Plan (6.28.22)
🗋	Resolution #22-18 Position Classification and Pay Plan Changes

ATTACHMENT A

	VILLAGE OF PINEHURST **STANDARD POLICY**		
SUBJECT:	**Policy on Administration of the Position Classification and Pay Plan**	Effective Date:	11/17/2009
Department:	Human Resources	Policy No.:	HR-416
Prepared by:	Human Resources	Revised:	6/28/2022
Approved by:	Village Council	# of Pages:	5

PURPOSE OF THE POSITION CLASSIFICATION AND PAY PLAN:

The Position Classification and Pay Plan (Attachment B) 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:

<u>Administration and Maintenance</u>
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 condition of the Village, and other factors. 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. The Human Resources Director will also conduct a competitive and comparative salary study for each position at least every three years. Any changes increasing or decreasing the assigned salary grade for a position, must be approved by Village Council. Any changes modifying the salary ranges in the Plan 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.

Merit Pay

Merit increases will be based on employee performance from July 1st through June 30th and will be effective October 1st for all eligible employees. Merit increases will range from zero to three percent, with three percent being reserved for truly extraordinary performance. Employees will receive a performance review, with no salary adjustment, after six months in a new position and then annually thereafter immediately following the end of the fiscal year. Employees hired between July and December are eligible for a performance-based, prorated merit increase the following October. Employees hired between January 1st and June 30th will be eligible for a pro-rated merit increase, based on the budgeted merit percentage, in the year hired. 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 and the behavioral and technical competencies listed in their position description as well as the completion of goals. Employees in supervisory roles are also evaluated on leadership attributes. Guidelines for determining performance levels and performance pay increases or other performance-related movement within the pay grade may be established in procedures approved by the Village Manager. The merit increase range is subject to change during the Strategic Operating Plan process, which begins in February and ends in June each year.

Lump Sum Payment

Employees who are at the maximum of the salary range for their position classification may be eligible for a lump sum payment at performance evaluation time. Lump sum payments are awarded based on the employee's performance and will also be between zero and three percent. Lump sum payments do not become part of base pay. The lump sum payment range will be the same as the merit increase range and is subject to change during the Strategic Operating Plan process, which begins in February and ends in June each year.

Cost of Living Adjustments (COLA)

Each year, the position classification and pay plan grades may be adjusted by the annual average consumer price index percentage change for the prior calendar year. Adjustments to pay grades will be effective July 1st.

Employees, including the Village Manager, may also receive a cost-of-living adjustment (COLA) based on the annual average consumer price index percentage for the prior calendar year. Employees hired by December 31st will be eligible for the cost-of-living adjustment. The COLA will be effective the following July 1st.

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. Promoted employees are still eligible for a performance-based merit increase the following October; however, the merit increase will be prorated from the promotion date.

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 corrective 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 corrective 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 grade 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 grade may receive a pay increase if the employee's current pay rate is less than the midpoint of the new salary grade.

<u>Transition to a New Salary Grade</u>

If the position is reclassified to a higher salary grade and employees in that position earn salaries below the midpoint of the higher salary grade, employees in that position may receive a 5% increase for each grade up to 10% or the midpoint of the new salary grade whichever is lower. There may be exceptions if the changes in the job responsibilities are significant enough to warrant a greater increase or the employee's salary remains below the minimum of the new grade after the 10% adjustment. These increases may be offset by cost-of-living adjustments, if any, which will be applied first.

Employees whose salaries are above the midpoint of the new grade would not receive a salary increase if the grade change was based only on prevailing labor market rates. If the position reclassification is due to an increase and change in responsibilities, the Village Manager may grant a salary increase and document the reasons for this increase.

The Village Manager may delay implementation of a pay increase for any employee who has recently documented corrective actions and who is not currently meeting all job requirements until such time the employee is fully meeting all job requirements. Otherwise, all employees will be treated consistently in the implementation.

Regardless of the position in the new salary grade, employees who have been hired or promoted to a position within the past year are not automatically eligible for salary increases due to changes in position reclassifications.

If the position is reclassified to a lower salary grade, 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.

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. Salary adjustments recommended as a result of the annual salary study are effective July 1st once approved by council.

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. 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 or a change in title.

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 may 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 may 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 and the performance evaluation process. Such review shall be to determine the most accurate classifications and the most equitable, effective, and efficient use of human resources.

Approved by:

______________________________________	6/28/2022
John Strickland, Mayor	Date
_____#22-18____________________________	6/28/2022
Village Council, Resolution	Date

Village of Pinehurst
Position Classification and Pay Plan
FY 2022-2023

FLSA	GRADE	POSITION	MINIMUM	MIDPOINT	MAXIMUM
	11	Streets & Grounds Maintenance Worker I	29,205	36,507	43,808
	12	Streets & Grounds Maintenance Worker II	30,665	38,332	45,998
	13	Parks Maintenance Specialist I	32,199	40,248	48,298
		Track Specialist			
		Welcome Center Coordinator			
	14	Customer Service Representative	33,809	42,261	50,713
		Parks Maintenance Specialist II			
		Solid Waste Equipment Operator			
		Telecommunications Specialist I			
		Track Crew Leader			
	15	Administrative Assistant	35,499	44,374	53,249
		Grounds Maintenance Crew Leader			
		Library and Archives Associate			
		Street Maintenance Crew Leader			
		Telecommunications Specialist II			
	16	Administrative Specialist	37,274	46,593	55,911
		Assistant Solid Waste Superintendent			
		Events Assistant			
		Firefighter (Non-EMT, Reserve)			
		Fleet Service Technician I			
		Facilities Maintenance Technician			
	17	Financial Services Technician	39,138	48,922	58,707
		Firefighter EMT (2nd Class, 1st Class)			
		Fleet Service Techinician II			
		Grounds Maintenance Supervisor			
		Human Resources Technician			
		Parks Maintenance Supervisor			
	18	Administrative and Data Coordinator	41,095	51,368	61,642
		Code Compliance Technician			
		IT Technician			
E		Library Services and Archives Supervisor			
		Street Maintenance Supervisor			
	19	Administrative and Telecommunications Coordinator	43,149	53,937	64,724
		Fair Barn Coordinator			
		Fire and Life Safety Educator			
		Planning and Zoning Specialist			
		Police Officer			
		Senior Firefighter (Fire Engineer)			
E		Track Superintendent			
	20	Athletic Coordinator	45,307	56,633	67,960
		Code Compliance Specialist			
		Fire Lieutenant			
		Recreation Programs Coordinator			
		Senior Police Officer			
		Special Events Coordinator			
	21	Engineering Technician	47,572	59,465	71,358
		Master Police Officer			
		Police Investigator			

E=Exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)
4.7%=Grade adjustment from previous year

5%=Spread between grades
50%=Spread within the grade

Village of Pinehurst
Position Classification and Pay Plan
FY 2022-2023

ATTACHMENT B

FLSA	GRADE	POSITION	MINIMUM	MIDPOINT	MAXIMUM
 E E 	22	Building Inspector-Level I Financial Services Supervisor Planner Police Sergeant	49,951	62,438	74,926
 E E E E	23	Building Inspector- Level II Communications Specialist Fire Captain (Senior Fire Captain) Fleet Maintenance Supervisor Human Resources Generalist Information Technology Systems Specialist Solid Waste Superintendent	52,448	65,561	78,673
  E E E E 	24	Building Inspector-Level III Detective Lieutenant Buildings and Grounds Superintendent Police Lieutenant Recreation Superintendent Senior Planner Transportation Planner Village Clerk	55,071	68,838	82,606
E E E E E	25	Assistant Financial Services Director Assistant Public Services Director Battalion Chief GIS Analyst IT Business Analyst Principal Planner	57,824	72,281	86,737
 E E E	26	Building Code Official IT Infrastructure Administrator Planning Supervisor Police Captain	60,716	75,894	91,073
E	27	Deputy Fire Chief	63,751	79,689	95,627
E	28	Library Services and Archives Director	66,939	83,673	100,408
E	29	Deputy Police Chief	70,286	87,857	105,429
E	30	Organizational Performance Director	73,800	92,250	110,700
E E	31	Human Resources Director Parks and Recreation Director	77,490	96,863	116,235
E E E E E	32	Chief Information Officer Fire Chief Public Services and Engineering Director Financial Services Director Planning and Inspections Director	81,365	101,706	122,047
E	33	Police Chief	85,433	106,791	128,149
	34		89,705	112,131	134,557
E E	35	Assistant Village Manager for Administration Assistant Village Manager for Operations	94,190	117,737	141,285

E=Exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)
4.7%=Grade adjustment from previous year

5%=Spread between grades
50%=Spread within the grade

POSITION	MAXIMUM	EFFECTIVE	
Village Manager	150,000	7.1.2018	
Village Manager	153,600	7.1.2019	Started CPI adjustment with new contract
Village Manager	156,365	7.1.2020	
Village Manager	158,241	7.1.2021	
Village Manager	165,679	7.1.2022	
Village Manager		7.1.2023	
Village Manager		7.1.2024	

RESOLUTION #22-18:

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

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

WHEREAS, the Village Council of Pinehurst, North Carolina, amended the Policy on Administration of the Position Classification and Pay Plan on April 27, 2021; 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 the Village of Pinehurst, North Carolina in a regular meeting assembled this 28th day of June, 2022 as follows:

SECTION 1. That the Policy on the Administration of the Position Classification and Pay Plan is hereby amended effective July 1, 2022; said policy attached hereto as Attachment A and made a part hereof; the same as if included verbatim.

SECTION 2. That the pay ranges in the Position Classification and Pay Plan for the Village of Pinehurst are hereby amended by 4.7 percent; said Pay Plan attached hereto as part of Attachment B and made a part hereof; the same as if included verbatim.

THIS RESOLUTION passed and adopted this 28th day of June, 2022.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John Strickland, Mayor

Attest: ______________________________
Kelly Chance, Village Clerk

Approved as to Form: ______________________________
Michael J. Newman, Village Attorney

CONSIDER A CONTRACT FOR WORKER'S COMPENSATION INSURANCE

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

DATE OF MEMO:
6/22/2022

MEMO DETAILS:
The Risk Management Committee)RMC) is charged with review, negotiation, and recommendation of various insurance programs for the Village. Property & Liability as well as Worker's Compensation coverage is among the programs administered by the Risk Management Committee. These coverages run on a fiscal year basis of July 1 to June 30.

RMC bid out these coverages this year and we recommend changing the worker's compensation insurance coverage from the NCLM to Surry Insurance and BITCO. BITCO is the insurance provider and Surry Insurance is the brokerage firm that RMC worked with in securing bids.

BITCO's quote was substantially lower than NCL's quote for FY2023. They provided greater discounts for our historical experience than our current provider and is charging less per employee classification in all but two classifications. The net result is a 37% reduction in premium amounting to approximately $48,000.

If Council concurs with the Committee's recommendation, we will need a motion to authorize the Mayor or his designee to execute an agreement with Surry Insurance to bind our worker's compensation coverage with BITCO.

Thanks.

ATTACHMENTS:

	Description
🗋	Surry Insurance Contract
🗋	BITCO Binding Coverage

CONTRACT FOR SERVICES
BETWEEN VILLAGE OF PINEHURST
AND
SURRY INSURANCE

THIS AGREEMENT is made and entered into this 23rd day of June, 2022, by and between the Village of Pinehurst, a political subdivision of the State of North Carolina, (hereinafter referred to as the "Village") and Surry Insurance (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Village desires assistance with managing, negotiating and purchasing workers compensation insurance; and

WHEREAS, Contractor possesses the expertise and experience to assist Village in such capacity;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Contractor shall provide the services listed in Exhibit A attached hereto and incorporated by reference.

2. Termination. The Village or Contractor may terminate this Agreement, with or without cause, at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. If the Agreement is terminated as provided herein, the Contractor will be paid for all services performed.

3. Regulations. While on Village's property, Contractor shall comply with Village's regulations, including but not limited to safety and employee relation's regulations. Village will provide Contractor with all relevant regulations upon request of Contractor.

4. Term. This Agreement shall commence on the date written above and shall continue through June 30, 2023.

5. Payment. Village shall pay Contractor at the rate of 5% commission on all purchased insurance policies rendered under this Agreement. Contractor's commission will be included in payment to the insurance carriers. It is understood and agreed by and between the parties that Contractor will not be reimbursed for costs, including but not limited to travel expenses, associated with his services under this Agreement.

6. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by

both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

7. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

8. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Contractor is not eligible for any Village employee benefits whatsoever and does not possess any rights or privileges as generally established for the Village's employees.

9. Hold Harmless and Indemnification. Contractor agrees to hold harmless and indemnify the Village from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the duties or assignment pursuant to this Agreement.

10. Insurance. Contractor agrees to procure and maintain, or cause to be procured and maintained, an Error and Omissions liability insurance policy covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or the negligence or otherwise wrongful acts or omissions of Contractor. The limits of liability of said insurance shall be at least one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) per aggregate. Contractor shall also procure and maintain, or cause to be procured and maintained, Workers' Compensation coverage for its employees, as may be required by law.

11. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

12. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

13. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Village of Pinehurst Attn: Village Manager 395 Magnolia Road Pinehurst, NC 28374	Surry Insurance Attn: Derek Slate 119 West Atkins Street Dobson, NC 27017

Each party shall keep the other party informed of its current address at all times.

14. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, Village of Pinehurst, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in the Village of Pinehurst, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

15. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

16. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

17. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

18. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

19. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. E-verify. Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, the undersigned hereby certifies that the Contractor named herein, and the Contractor's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

21. Iran Divestment Act. Pursuant to North Carolina General Statute 143C-6A-5(a) by signing Exhibit B Contractor certifies that they do not appear on the State Treasurer's Final Divestment List.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

Village of Pinehurst

____

By: _______________________

By: _______________________
Name: _______________________

EXHIBIT A

Contractor shall provide the following services:

1. Evaluate the workers compensation policy to identify gaps in coverage.
2. Make recommendations on additional insurance coverages.
3. Market Village's coverages to insurance carriers to find the best possible product at the best possible rate.
4. Provide the Village with multiple quotes annually for their review.
5. Provide a loss control specialist who specializes in public entity exposures.
6. Provide a loss control specialist who will assist in the safety training program.
7. Provide a loss control specialist who will conduct mock OSHA inspections.

EXHIBIT B

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature	Date
Printed Name	Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor mad its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

INSURANCE BINDER

DATE (MM/DD/YYYY): 06/22/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY	COMPANY	BINDER #
Surry Insurance P. O. Box 128 Dobson NC 27017-0128	BITCO Insurance Companies	

	DATE	TIME	AM/PM
EFFECTIVE	07/01/2022		AM / PM
EXPIRATION	09/01/2022		12:01 AM / NOON

PHONE (A/C, No, Ext): (336) 386-8228 FAX (A/C, No): (336) 386-4661

CODE: SUB CODE:

AGENCY CUSTOMER ID:

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

INSURED AND MAILING ADDRESS

Village of Pinehurst
395 Magnolia Road
Pinehurst NC 28374

DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)

COVERAGES

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY — CAUSES OF LOSS: BASIC, BROAD, SPEC				

TYPE OF INSURANCE	COVERAGE / FORMS	LIMITS	AMOUNT
GENERAL LIABILITY: COMMERCIAL GENERAL LIABILITY; CLAIMS MADE / OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	$
		DAMAGE TO RENTED PREMISES	$
		MED EXP (Any one person)	$
		PERSONAL & ADV INJURY	$
		GENERAL AGGREGATE	$
		PRODUCTS - COMP/OP AGG	$
VEHICLE LIABILITY: ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS		COMBINED SINGLE LIMIT	$
		BODILY INJURY (Per person)	$
		BODILY INJURY (Per accident)	$
		PROPERTY DAMAGE	$
		MEDICAL PAYMENTS	$
		PERSONAL INJURY PROT	$
		UNINSURED MOTORIST	$
			$
VEHICLE PHYSICAL DAMAGE — DED: COLLISION:; OTHER THAN COL:	ALL VEHICLES; SCHEDULED VEHICLES	ACTUAL CASH VALUE; STATED AMOUNT	$
GARAGE LIABILITY: ANY AUTO		AUTO ONLY - EA ACCIDENT	$
		OTHER THAN AUTO ONLY:	
		EACH ACCIDENT	$
		AGGREGATE	$
EXCESS LIABILITY: UMBRELLA FORM; OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	$
		AGGREGATE	$
		SELF-INSURED RETENTION	$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	Per proposal	☒ PER STATUTE	
		E.L. EACH ACCIDENT	$ 1,000,000
		E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
		E.L. DISEASE - POLICY LIMIT	$ 1,000,000
SPECIAL CONDITIONS / OTHER COVERAGES		FEES	$
		TAXES	$
		ESTIMATED TOTAL PREMIUM	$

NAME & ADDRESS

Village of Pinehurst
Insured Copy

MORTGAGEE / LOSS PAYEE / ADDITIONAL INSURED

LOAN #:

AUTHORIZED REPRESENTATIVE

Emily Snow

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

DISCUSS AND CONSIDER ORDINANCE 22-08 TEXT AMENDMENT CHANGE TO MUNICIPAL CODE RELATIVE TO NEIGHBORHOOD QUALITY OF LIFE

ADDITIONAL AGENDA DETAILS:

ATTACHMENTS:

	Description
🗋	ORDINANCE 22-08 AMENDING CHAPTERS 72, 92, 130 AND 153 OF THE PINEHURST MUNICIPAL CODE.

ORDINANCE #22-08:

AN ORDINANCE AMENDING CHAPTERS 72, 92, 130 AND 153 OF THE PINEHURST MUNICIPAL CODE.

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

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

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

WHEREAS, the Village Council has determined that it is in the best interest of the citizens of Pinehurst to amend Chapters 72, 92, 130 and 153 in the Pinehurst Municipal Code in order to further promote and protect quality of life in Pinehurst's various residential neighborhoods; and

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled this 28th day of June, 2022 as follows:

SECTION 1. That the following amendments be made to Chapter 72:

§ 72.01 PARKING PROHIBITED AT ALL TIMES.

No person shall park a vehicle at any time upon any of the streets or parts thereof described in the Parking Prohibited at All Times Parking Schedule, Parking Schedule I, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk.

(1986 Code, § 7-3.1) Penalty, see § 72.99

§ 72.02 PARKING IN OR NEAR INTERSECTIONS.

It shall be unlawful for any person to park any vehicle in any street right-of-way intersection or upon any public street right-of-way within 30 feet of any street intersection.

(1986 Code, § 7-3.2) Penalty, see § 72.99

§ 72.03 PARKING TIME LIMITED ON CERTAIN STREETS.

No person shall park a vehicle for longer than the time limit shown in the Parking Time Limited on Certain Streets Parking Schedule, Parking Schedule II, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk, at any time between the hours listed in the schedule of any day upon any of the streets or parts of streets described in Parking Schedule II.

(1986 Code, § 7-3.5) (Ord. 90-14, passed 05-21-1990) Penalty, see § 72.99

§ 72.04 PARALLEL, DIAGONAL AND PERPENDICULAR PARKING ONLY.

(A) No person shall park on any street shown in the Parallel Parking Only Parking Schedule, Parking Schedule III, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk, unless they park on a parallel basis.

(1986 Code, § 7-3.6)

(B) No person shall park on any street shown in the Diagonal Parking Only Parking Schedule, Parking Schedule IV, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk, unless they park on a diagonal basis.

(1986 Code, § 7-3.7)

(C) No person shall park on any street shown in the Perpendicular Parking Only Parking Schedule, Parking Schedule VI, compiled under the direction of the Village Manager and kept on file in the office of the Village Clerk, unless they park on a perpendicular basis.

(1986 Code, § 7-3.7)

(D) The Village Manager may provide temporary permission for alternate parking methods in these areas for oversized vehicles, trailers or equipment being used for current permitted construction activities, planned maintenance activities, and other activities where the Manager determines it is in the best interest of the public, tenants, and property owners to permit temporary alternate parking methods. The Village Manager is authorized to place restrictions they deem appropriate to the specific location and nature of the request.

(E) This section does not apply to unplanned emergency response for repair and maintenance activities. This section does not apply to routine, short-term delivery and pick-up activities. See § 72.08 Loading and Unloading Zones for applicable regulations.

(Ord. 88-15, passed 10-17-1988; Ord. 90-12, passed 04-17-1990; Ord. 90-14, passed 05-21-1990; Ord. 20-15, passed 12-8-2020) Penalty, see § 72.99

§ 72.05 RESERVED~~.~~ OVERNIGHT PARKING ON RESIDENTIAL STREETS.

(A) No person shall park on any Village street, or within the Village's right-of-way adjacent to any street, that is within or abutting single-family residential zoning (R5, R8, R10, R15, R20, R30 and R210) unless they are parking in Village marked and delineated parking spaces or are parking between the hours of 7:00 am and 11:00 pm. Parking governed by § 72.01, § 72.02, and § 72.03 takes precedence over § 72.05.

(B) This section does not apply to unplanned emergency response for repair and maintenance of disabled vehicles, installation or repair of utilities, or the provision of emergency services.

(C) Penalty, see § 72.99

§ 72.07 PARKING AND STORAGE OF CERTAIN VEHICLES.

(A) *Definitions*. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL VEHICLE. Any vehicle designed, equipped or used for trade meeting any of the following criteria:

(a) A large vehicle designed for off-road usage such as a bulldozer, front-end loader and similar construction equipment;

(b) A vehicle designed to transport 16 or more passengers; or

(c) A vehicle equipped with external modifications designed to be used in trade including, but not limited to, externally-mounted tools, machinery, equipment, tool or equipment racks.

(1986 Code, § 7-17.2)

OVERSIZED VEHICLE. Any of the following vehicles or any vehicle that is similar in nature to any of the following vehicles: buses, recreational vehicle (RV), campers, box trucks, cargo trucks, truck-tractors, dump trucks and moving vans.

(1986 Code, § 7-17.3)

TRAILER. Any of the following trailers or any trailer that is similar in nature to any of the following trailers: travel trailers, semi-trailers, horse trailers, livestock trailers, commercial trailers, recreational trailers, utility trailers or landscape trailers. All of these ***TRAILERS*** shall include covered varieties as well as open air varieties.

(1986 Code, § 7-17.4)

LIGHT DUTY TRUCK. A pickup truck, sport utility vehicle, van, minivan or other licensed and powered vehicle having a gross vehicle weight rating of no more than 8,500 lbs. and a payload capacity of no more than 4,000 lbs.

FOR A FEE. In exchange for any payment or other thing(s) or right(s) having value.

COMMERCIAL PURPOSE. Any purpose that supports or enhances business outcomes for any corporation, company, limited liability company, limited partnership or sole proprietorship.

(B) *Parking and/or storage prohibited.* Commercial vehicles, oversized vehicles and trailers shall not be parked or stored in any residentially zoned districts or on any public right-of-way adjacent thereto unless they are kept within a totally enclosed structure. ~~No vehicles shall be parked or stored for a fee, or for any commercial purpose, on any property in the jurisdiction of the village unless the use of the property for the purpose of parking or storing vehicles for a fee exists on the date of adoption of this section (April 26, 2005), or the use of the property for the parking or storing of vehicles for a fee receives specific approval from the Village Council.~~ The provisions of this section shall not apply to:

(1) Vehicles or equipment being used for current permitted construction activities or engaged in routine pickups, deliveries or similar typical activities;

(2) Vehicles or equipment being used for service activities or in case of emergencies resulting from breakdowns requiring repairs to the vehicle;

(3) Vehicles involved in a governmental purpose and/or performing an emergency function;

(4) Vehicles that are licensed as a school, church or nonprofit organization bus and kept on property owned by the same; or

(5) Vehicles that are incidentally associated with and stored/parked at a permitted or conditional use or legally existing nonconforming use as set forth in the Pinehurst Development Ordinance.

(1986 Code, § 7-17.1)

(6) A single, light duty truck belonging to a permanent resident or the employer of a permanent resident of the residential property and parked entirely on that same residential property.

(C) No commercial vehicles, oversized vehicles or trailers shall be parked or stored for a fee, or for any commercial purpose, on any property in the jurisdiction of the village unless the use of the property for the purpose of parking or storing vehicles for a fee exists on the date of adoption of this section (April 26, 2005), or the use of the property for the parking or storing of vehicles for a fee receives specific approval from the Village Council.

(~~C~~D) *Administration and enforcement.* The Chief of Police and the Zoning Enforcement Officer shall be responsible for the administration and enforcement of this section. The Chief of Police shall be responsible for administration and enforcement of this section for situations on public streets and highways within the village, on property owned by the village and in instances of illegal commercial parking of vehicles, or parking or storage of vehicles for a fee, as described in division (C) above. The Chief of Police is authorized to cause the violation of the prohibition of commercial parking or storage of vehicles, for a fee, to cease and desist immediately. The Zoning Enforcement Officer shall be responsible for administration and enforcement of this section for other situations on private property.

(E) Penalty, see § 72.99.

(1986 Code, § 7-17.5)

(Ord. 03-54, passed 11-25-2003; Ord. 05-05, passed 04-26-2005) ~~Penalty, see § 72.99~~

§ 72.99 PENALTY.

(A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be subject to the provisions of § 70.99.

(B) Violations of the terms of § 72.07 on private property shall subject the real estate property owner ~~violator~~ to ~~the penalties and remedies, either criminal or civil or both~~ a civil penalty of $100 per violation, with each day the violation exists constituting a separate and distinct offense ~~as set forth in § 10.99 of this code~~. However, violations of the § 72.07 prohibition of commercial parking or storage of vehicles, for a fee, shall be punishable by a fine of $500 per violation, with each day the violation exists constituting a separate and distinct offense.

(C) Violations of the terms of § 72.07 within a Village or State right-of-way shall subject the vehicle owner to the provisions of § 70.99. In order to ensure pedestrian safety, The Police Department or the Village Manager may cause the vehicle in violation to be removed, without notice, at the expense of the vehicle owner.

(D) In order to ensure pedestrian safety, The Police Department or the Village Manager may cause vehicles in violation of § 72.05 to be removed, without notice, at the expense of the owner.

SECTION 2. That the following amendments be made to Chapter 92:

§ 92.01 CERTAIN CONDITIONS DECLARED NUISANCES.

The existence of any of the following conditions on any lot, whether improved or not, or other parcel of land within the corporate limits is hereby declared to be dangerous and prejudicial to the public health or safety and to constitute a public nuisance:

(A) *Growth of weeds and grass.* The uncontrolled growth of noxious weeds or grass, in excess of eight inches, causing or threatening to cause a hazard detrimental to the public health or safety or by the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health;

(B) *Accumulations of animal or vegetable matter.* Any accumulation of animal or vegetable matter that is offensive by virtue of odors or vapors or by the inhabitation therein of rats, mice, snakes or vermin of any kind, which is or may be dangerous or prejudicial to the public health;

(C) *Accumulations of rubbish and the like.* Any accumulation of rubbish, trash or junk causing or threatening to cause a fire hazard, causing or threatening to cause the accumulation of stagnant water or causing or threatening to cause the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health;

(D) *Open storage.* The open storage of any abandoned ice box, refrigerator, stove, glass, building material, building rubbish or similar items, which may be unsightly, or may be dangerous or prejudicial to the public health or public safety;

(E) *Indoor furniture.* Indoor upholstered furniture or upholstered furniture intended for indoor use being stored outdoors causing or threatening to cause a fire hazard, causing or threatening to cause the accumulation of stagnant water or causing or threatening to cause the inhabitation or infestation therein of rats, mice, snakes, vermin or insects of any kind which is or may be dangerous or prejudicial to the public health;

(F) *Conditions violating Health Department rules.* Any condition detrimental to the public health or public safety, which violates the rules and regulations of the Moore County Health Department;

(G) *Combustible items.* Any accumulation of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, old clothes, rags, damaged trees, downed or leaning trees or any other combustible materials or objects of a like nature;

(H) *Burned or partially burned buildings and structures.* Any building or other structure which has been burned, partially burned or otherwise partially destroyed and which is unsightly or hazardous to the safety of any person, is a continuing fire hazard or which is structurally unsound to the extent that the Village Building Official can reasonably determine that there is a likelihood of personal or property injury to any person or property entering the premises;

(I) *Damaged structures and resulting debris.* The existence of any of the following conditions associated with damaged structures or their resultant debris shall constitute a public nuisance:

(1) Damaged structure in danger of collapsing;

(2) Damaged structure or debris from damaged structures where it can reasonably be determined that there is a likelihood of personal or property injury; or

(3) Any structure, regardless of condition, or any debris from damaged structure, which is located in whole or in part in a public trust area or public land;

(J) *Structurally deteriorated, or storm damaged automobile service station canopies or other canopies and signs.* Any automobile service station canopy or other canopies, awnings with loose or deteriorated materials or signs with loose, unanchored or missing cladding, or fascia panels prone to progressive collapse, or structurally unsound members damaged by storms, vehicles or deterioration;

(K) *Standing water.* Any man-made condition which allows for standing water on a property which could breed insects or create offensive odors; ~~and~~

(L) *Miscellaneous*. Any other condition that is specified as a nuisance in the village's ordinances and codes.

(1986 Code, § 3-2.1) (Ord. 03-31, passed 06-24-2003) ~~Penalty, see § 10.99~~

§ 92.02 INVESTIGATION OF COMPLAINTS.

The Village Code Enforcement Officer or his or her designee, upon notice from any person of the existence of any of the conditions described in § 92.01, shall cause to be made, by the appropriate county official or village official, any investigation as may be necessary to determine whether conditions exist as to constitute a public nuisance as declared in § 92.01.

(1986 Code, § 3-2.2) (Ord. 03-31, passed 06-24-2003)

§ 92.16 REGULATING UNREASONABLY LOUD, DISTURBING SOUND LEVELS.

(A) *Unlawful sound levels.* It shall be unlawful for any person, or business entity (business entity includes, but is not limited to, a sole proprietorship, limited partnership, limited liability company, and corporation) to create or assist in creating, or to permit, continue, or permit the continuance of any unreasonably loud, disturbing sound levels in the village, taking into consideration volume, duration, frequency, time of day and other characteristics of the sound, unless specifically authorized by the village (see division (C) of this section).

(B) *Prohibited activities.* The following activities, among others, are hereby declared to be unreasonably loud, disturbing sound levels, but the enumeration shall not be deemed to be exclusive:

(1) The playing of any musical instrument or electronic sound amplification equipment in a manner or with such volume, that a sustained noise level of 40 dBs or more between the hours of 10:00 p.m. and 7:00 a.m. or 55 dBs or more at other times can be measured from any nearby residential property (sustained is defined as a continuous measurement over the threshold for at least ten seconds, or at least 15 instances of measurements over the threshold in a 60-second period. When taking measurements, the measuring official will ensure no significant ambient or contributing noise is present, or will measure ambient and contributing noise levels separately when the offending noise is silent so that they can be subtracted);

(2) The keeping of any animal or bird which makes frequent or long continued sounds, that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity;

(3) The use of any automobile, motorcycle or vehicle so out of repair, so loaded, or in a manner as to create unreasonably loud, disturbing sounds;

(4) The operating of any non-construction business activity in or near any residential area in the village so loud that a sustained noise level of 40 dBs or more between the hours of 10:00 p.m. and 7:00 a.m. or 55 dBs or more at other times can be measured from any nearby residential property (sustained is defined as a continuous measurement over the threshold for at least ten seconds, or at least 15 instances of measurements over the threshold in a 60-second period. When taking measurements, the measuring official will ensure no significant ambient or contributing noise is present,

or will measure ambient and contributing noise levels separately when the offending noise is silent so that the can be subtracted);

(5) The creation of unreasonably loud, disturbing sound levels adjacent to any school, educational facility, church or court during their normal operating hours, or within 150 feet of any hospital, which a reasonably prudent person would recognize as likely to unreasonably interfere with the working of the institutions, provided signs are displayed indicating that the area is a school, educational facility, church, court or hospital;

(6) The erection (including excavation), demolition, alteration or repair of any building in any district other than between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Saturday, excluding holidays. This restriction shall not pertain to the following:

(a) Interior work on an occupied dwelling at any time that does not produce noise that a reasonably prudent person would recognize as likely to unreasonably disturb persons on adjacent property or in the vicinity.

(b) Emergency repairs to dwellings or structures that are needed to protect health or property.

(c) On Sundays and holidays, home maintenance and improvement tasks may be performed by home occupants with or without unpaid/un-contracted assistance, between the hours of 10:00 a.m. and 7:00 p.m. using power and hand tools that are generally available for retail sale from home improvement and hardware stores as long as said work does not produce noise that a reasonably prudent person would recognize as likely to unreasonably disturb persons on adjacent property or in the vicinity.

(d) Upon receipt of prior written approval from the Village Planning and Inspections Department, any construction, demolition, alteration or repair not otherwise allowed by this restriction may be performed. This provision is intended to accommodate work that is in the best interests of the village as a whole, as well as work contracted or paid for by a home occupant that must be done on a Sunday or holiday for valid reasons.

(7) The operation of power equipment including but not limited to lawn and garden maintenance equipment, generators (not including home stand-by power generators in operation during periods of utility power outages and test periods) and landscaping construction and maintenance equipment between the hours of 8:00 p.m. and 7:00 a.m.

(8) The use of any electronic sound amplification equipment for advertising, paging or solicitation purposes, except with an appropriate permit; and

(9) The conduct of, or participation in, any recreational activity in a residential district in the village which creates sound levels so loud that a sustained noise level of 40 dBs or more between the hours of 10:00 p.m. and 7:00 a.m. or 55 dBs or more at other times can be measured from any nearby residential property (sustained is defined as a continuous measurement over the threshold for at least ten seconds, or at least 15 instances of measurements over the threshold in a 60-second period. When taking measurements, the measuring official will ensure no significant ambient or contributing

noise is present or will measure ambient and contributing noise levels separately when the offending noise is silent so that they can be subtracted).

(C) *Approval of exceptions.*

(1) Persons wishing to engage in activities other than those involving the erection (including excavation), demolition, alteration or repair of any building prohibited by this section may do so when specific written approval is obtained from the village. Written permission shall not be unreasonably withheld and may contain appropriate conditions and restrictions designed to minimize the disruptive impact. Written permission for activities significantly for religious or political purposes shall be granted, subject only to reasonable time, place and manner restrictions. Written permission issued under this section may specify that the permission granted will continue for a stated period or until revoked after actual notice. Persons shall not be held in violation of this section when acting in conformity with permitted conditions, but any permission may be revoked if it is determined that the authorized activity has resulted in generation of unreasonably loud, disturbing sound levels, or significant complaints from residents.

(2) In case permission is denied, written permission is provided with conditions unacceptable to the application, or permission is revoked, the applicant shall be entitled to a prompt, informal hearing with the Village Manager or his or her designee, upon submission of a written request. Any person aggrieved by a matter regulated by this section may submit to the Village Manager written comments, including requests for appropriate relief.

(D) Penalty, see § 92.99

(1986 Code, § 11-2) (Ord. 96-02, passed 01-22-1996; Ord. 05-18, passed 06-07-2005; Ord. 05-22, passed 08-23-2005; Ord. 13-46, passed 11-12-2013; Ord. 13-48, passed 12-10-2013; Ord. 15-17, passed 12-08-2015; Ord. 20-13, passed 10-13-2020)

§ 92.17 UNRULY GATHERINGS.

(A) Unruly gatherings at residential properties are prohibited. For the purpose of regulating this prohibited activity, the following shall constitute an unruly gathering:

(1) The presence of at least one person who is not a permanent resident of the residential property, and

(2) Three or more validated offenses among the following types committed within 100 yards of the subject property and within a 24 hour period during which the 1non-resident of the property was present, and committed by persons present at the subject property within that same 24 hour period:

a) Disorderly conduct

b) Serving alcohol to minors or contributing to delinquency of minors

c) Illegal substance use or possession

d) DWI or DUI

e) Violations of § 92.16

f) Assault charges

g) Vandalism charges

h) Urinating or defecating in public

i) Indecent exposure or other lewd conduct constituting a criminal offense

j) Any felony offense charges

(B) Any additional groupings of three or more validated and qualifying offenses during any qualifying 24 hour period, even if it overlaps the 24 hour period for another Unruly Gathering violation, will constitute an additional violation of § 92.17.

(C) Penalty, see § 92.99.

§ 92.99 PENALTY.

(A) All provisions of § 92.16 will be enforced by the Chief of Police and the Police Department's assigned officers.

(B) Any person, or business entity (business entity includes but is not limited to a sole proprietorship, limited partnership, limited liability company, and corporation) violating any of the provisions of §§ 92.16(B)(1), 92.16(B)(4) and 92.16(B)(9), or failing or neglecting or refusing to comply with the same, shall be issued a notice of civil infraction subject to a maximum penalty of $500 and/or shall be guilty of a Class 3 misdemeanor and subject to a fine of $100 or imprisonment not to exceed 30 days. Civil penalties will start at $100 for the first infraction within a 24-month period, and will escalate by $100 for each subsequent infraction within a 24-month period up to the maximum of $500. For penalty purposes each violation recorded and subsequently abated on any distinct enforcement officer visit shall constitute a separate offense (See G.S. § 14-4(a) and § 160A-175).

(C) In cases where violations of §§ 92.16(B)(1), 92.16(B)(4) and 92.16(B)(9) are committed by a person or persons under contract (rental or otherwise) with the legal owner of the property on which the violation occurs and the legal owner of the property is not present during the offense, the owner is subject to civil penalty under § ~~92.17~~ 92.99(B). This provision does not prevent additional penalty enforcement against the person or persons under contract or other code violators on the property (See G.S. § 14-4(a) and § 160A-175).

(D) Property owners in violation of § 92.17 will be subject to a fine of $1,000 for the first offense. Any subsequent offenses on the same property within 24 months of a previous offense will subject the property owner to a fine of $2,000. Penalties imposed pursuant to § 92.17 do not prevent imposition of penalties for underlying offenses.

(~~D~~E) In all other cases under Chapter 92, violators are subject to penalty, under § 10.99.

SECTION 3. That the following addition be made to Chapter 130:

§ 130.06 PUBLIC URINATION AND DEFECATION PROHIBITED.

(A) Except in designated restrooms, it shall be unlawful for any person to urinate or defecate on any public place, sidewalk, street, alleyway or right-of-way, or in any public building, or on private property

(B) Having the permission of the real property owner or person in lawful possession of the real property shall constitute an affirmative defense to the charge of urinating or defecating on private property.

(C) Penalty. Any person who violates this section shall be guilty of a Class 3 misdemeanor and shall be fined $500.

SECTION 4. That the following amendments be made to Chapter 153:

§ 153.20 SAFE AND SANITARY MAINTENANCE.

(A) *Exterior foundation, walls, and roofs.* Every foundation wall, exterior wall, and exterior roof shall be substantially weather tight and rodent proof; shall be kept in sound condition and good repair; shall be capable of affording privacy; and shall be safe to use and capable of supporting the load which normal use would cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.

(B) *Interior floors, walls, and ceilings.* Every floor, interior wall, and ceiling shall be substantially rodent proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load which normal use would cause to be placed thereon.

(C) *Windows and doors.* Every window, exterior door, basement, or cellar door and hatchway shall be substantially weather tight, watertight, and rodent proof and shall be kept in sound working condition and good repair.

(D) *Stairs, porches, and appurtenances.* Every outside and inside stair, porch, and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use would cause to be placed thereon and shall be kept in sound condition and good repair.

(E) *Bathroom floors.* Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so that it will be reasonably impervious to water and will permit such floor to be easily kept in a clean and sanitary condition.

(F) *Supplied facilities*. Every supplied facility, piece of equipment, or utility which is required under this chapter shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

(G) *Drainage.* Every yard shall be properly graded in order to obtain thorough drainage and to prevent the accumulation of stagnant water.

(H) *Noxious growth.* Every yard and all exterior property areas shall be kept free of noxious growth.

(I) *Egress.* Every dwelling unit shall be provided with adequate means of egress as required by the State Residential Building Code.

(J) *Renter Safety*. Lack of smoke detectors and carbon monoxide detectors in rented or leased (regardless of term) residential properties as required by NCGS 42-42, NCGS 43A-31 or any successor language. Penalty: Property owners who do not correct deficiencies in accordance with this requirement within 30 days of written notification by the Village of Pinehurst will be fined $250 for each offense.

(K) *Penalty*. Unless otherwise specified, the penalty associated with violations of § 153.20 is as specified in §10.99.

SECTION 5. That these Ordinance amendments shall be and remain in full force and effect from July 1, 2022.

THIS ORDINANCE is passed and adopted this 28th day of June, 2022.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John C. Strickland, Mayor

Attest:

____
Kelly Chance, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney