

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

ATTACHMENT B

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

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

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FLSA	GRADE	POSITION	MINIMUM	MIDPOINT	MAXIMUM
E 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

POSITION	MAXIMUM	EFFECTIVE
Village Manager	150,000	7.1.2018
Village Manager	153,600	7.1.2019
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

Started CPI adjustment with new 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.

LOFTON SANITATION CONTRACT for CCNC

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

LOFTON SANITATION CONTRACT for CCNC

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 **for FY24** 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

LOFTON SANITATION CONTRACT for CCNC

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



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



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 statutes 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
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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.

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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.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
John C. Strickland, Mayor

Attest:

Approved as to Form:

Kelly Chance, Village Clerk

Michael J. Newman, Village Attorney



**VILLAGE OF PINEHURST
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.

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>APPROVED DATE</u>
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	
		<i>Adjust Fleet departmental allocation accounts to reflect actual operating expenditures for the fiscal year.</i>			

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:

Administration and Maintenance

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

The Plan is intended to provide equitable compensation for all employees, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the impacts of inflation, the financial 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 prorated 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.

Transition to a New Salary Grade

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:

John Strickland, Mayor

6/28/2022
Date

#22-18
Village Council, Resolution

6/28/2022
Date

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.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
John Strickland, Mayor

Attest:

Approved as to Form:

Kelly Chance, Village Clerk

Michael J. Newman, Village Attorney

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:

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
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.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
John C. Strickland, Mayor

Attest:

Approved as to Form:

Kelly Chance, Village Clerk

Michael J. Newman, Village Attorney

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

**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 made 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 Surry Insurance P. O. Box 128 Dobson NC 27017-0128		COMPANY BITCO Insurance Companies		BINDER #	
PHONE (A/C, No, Ext): (336) 386-8228		FAX (A/C, No): (336) 386-4661		☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY	
CODE:		SUB CODE:		PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID:		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)			
INSURED AND MAILING ADDRESS Village of Pinehurst 395 Magnolia Road Pinehurst NC 28374					

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR		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 ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES		ACTUAL CASH VALUE		
☐ COLLISION: ☐ OTHER THAN COL:		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		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

	☐ MORTGAGEE	☐ ADDITIONAL INSURED
	☐ LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE 	

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.



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.

Section 1. 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.

Section 2. 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.

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

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.

(GD) *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.

(DE) 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.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
John C. Strickland, Mayor

Attest:

Approved as to Form:

Kelly Chance, Village Clerk

Michael J. Newman, Village Attorney

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

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

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
John Strickland, Mayor

Attest:

Approved as to Form:

Kelly Chance, Village Clerk

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