BIRDIE Team Report
VOP Police Staffing
June 2016

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Executive Summary

Opportunity Being Evaluated

This BIRDIE team evaluated opportunities to allocate resources more effectively to decrease the need for off duty personnel and increase proactive policing. We evaluated: current staffing levels and the short term and long term staffing needs of the department, using departmental Computer Automated Dispatch (CAD) historical data; local, state and federal comparable data; best practices; input from police department staff; and feedback from employee, resident, and business surveys.

The BIRDIE team's recommendation supports the Village's strategic goals to ***"Safeguard the Community, Professionally Manage a High Performing Organization, and Attract & Retain an Engaged Workforce."***

Final BIRDIE Team Recommendations

After evaluating alternative solutions, the BIRDIE team recommends the Village take the following actions to allocate resources more effectively:

1. Restructure the Police Department.
2. Minimize non-essential calls for service (CFS), using technology when possible.
3. Convert the Reserve Officer Program to a paid program.
4. Seek ways to further utilize the Citizens on Patrol program.
5. Further evaluate a police take home vehicle program.

Overview of the Process and Data Used to Determine Recommendations

Following our systematic BIRDIE process, the team conducted a thorough review of how the Police Department's paid and volunteer sworn and civilian staff functions can be improved for more efficient and effective delivery of police services to the community. To develop the recommendations included in this report, the team researched and evaluated the following:

- Current and potential organizational structures,
- Best practices from the International Association of Chiefs of Police, the North Carolina Chief's Association, and the International City Manager's Association,
- Input from department staff on current operations and technology,
- Historical call for service (CFS) data from the CAD system,
- Historical clearance rates for crimes,
- Accumulated employee leave balances,
- Historical number of officers relative to benchmark communities, and
- Patrol zone response time analysis.

Detailed Recommendations

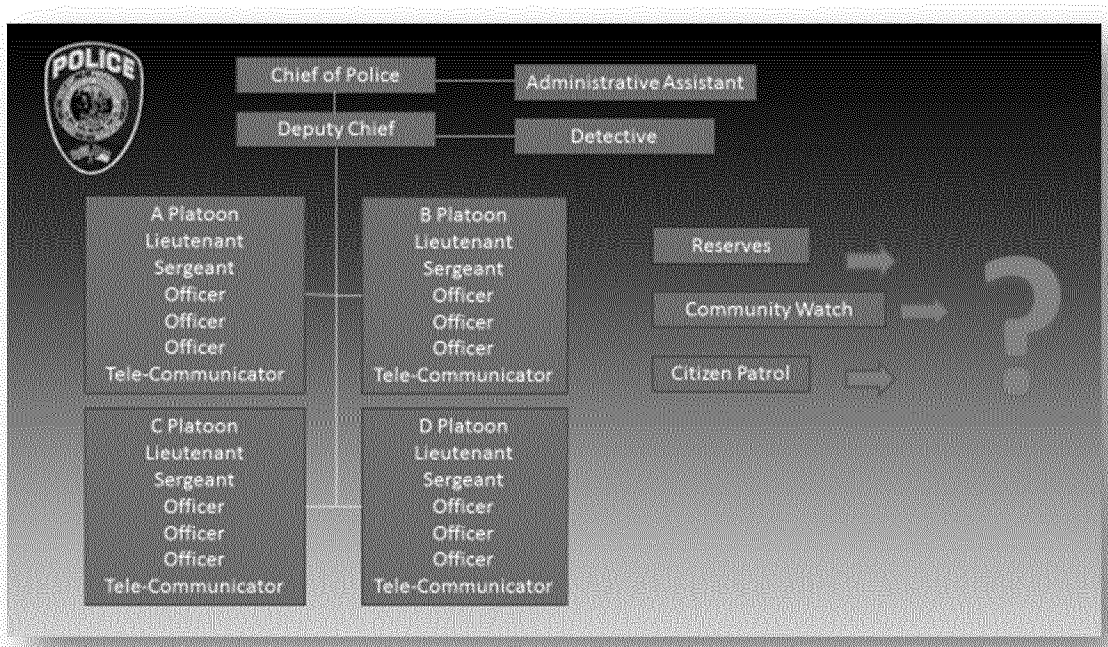
After evaluating alternative solutions from a variety of perspectives, the BIRDIE team recommends the Village take the following actions to allocate resources more effectively to decrease the need for off duty personnel and increase proactive policing:

The BIRDIE team identified and evaluated five (5) key solutions:

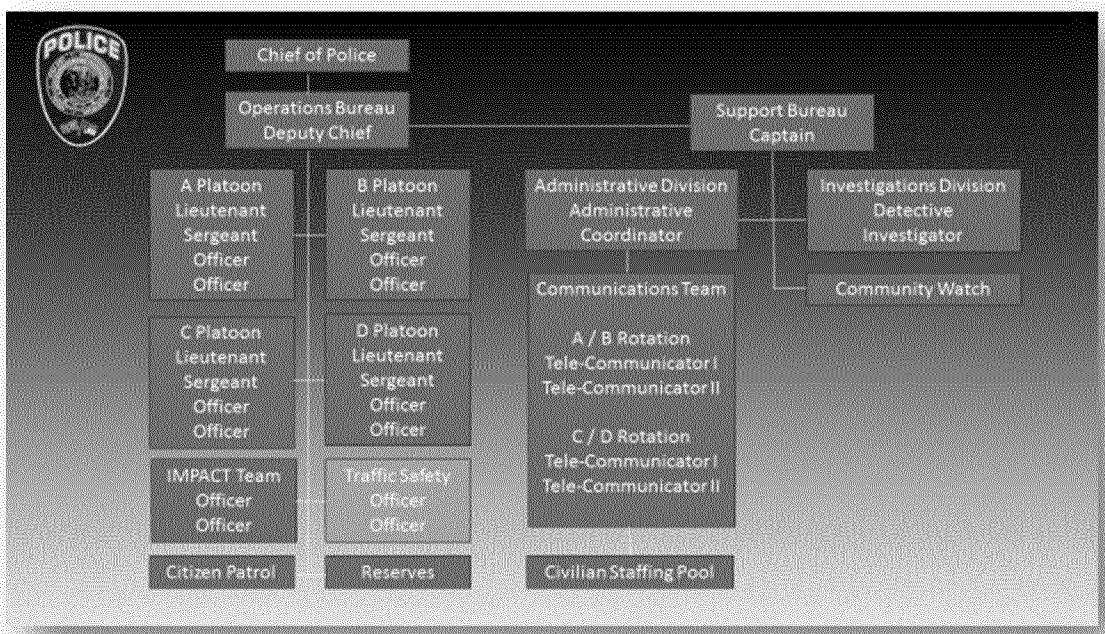
1. Restructure the Police Department.
2. Minimize non-essential calls for service (CFS), using technology when possible.
3. Convert the Reserve Officer Program to a paid program.
4. Seek ways to further utilize the Citizens on Patrol program.
5. Further evaluate a police take home vehicle program.

Recommendation #1 - Restructure the Police Department the BIRDIE team recommends a restructure of the Police Department to provide dedicated staff resources in two bureaus: Operations and Support. By restructuring the department into two bureaus; Operation and Support, the department can meet the much needed distinction of having a dedicated patrol function, an administrative support function and an investigative function.

The current police department structure (see the Organization Chart below) places the majority of resources within the Patrol function and allows very little proactive ability to flex personnel resources to address emerging crime related or public safety related issues without calling in officers to work on their scheduled days off. This practice results in officers accumulating compensatory time and limits their ability to use their accrued vacation leave. Additionally, this practice increases the potential for employee burnout and declining morale.



Current Police Department Organization Chart



Proposed Police Department Organization Chart

The reorganization includes defining an Operations Bureau and a Support Bureau. The ***Operations Bureau*** will be headed by the Deputy Chief of Police. He will have direct, day to day command of the Patrol function of the department. The Patrol function will consist of the 4 patrol platoons as currently assigned. In addition, this new restructure will create an additional team of officers within the bureau that will be available to be intentionally deployed proactively to address patterns of crime and criminal activity which occur in the village. This team will be called the IMPACT Team.

The IMPACT Team will consist of two patrol officers who will be intentionally deployed by the Deputy Chief and Command Staff proactively to address and curtail specific crime trends, hot spots, criminal patterns and special events needing attention. Their duties will include; high visibility uniform activities such as patrols on foot, bike, and vehicles; identification, investigation and prosecution of known offenders who live in or frequent the village; and covert related activity such as surveillance and plain clothes activity as needed to address developing crime trends. This team will have a flexible work schedule to assist with calls for service, back fill or supplement the Patrol Platoons, and work any Village special events to ensure the department maintains adequate staffing levels.

In addition to the BIRDIE Team recommended restructure, the Village Council has approved the addition of two new full-time sworn officer positions to create a Traffic Safety Team. These officers will be assigned to the Patrol Bureau to promote safe travel along the village streets and highways. These positions are highlighted in light blue on the Proposed Police Department Organization Chart above.

Additionally, the Citizens Patrol volunteers and the Police Reserves will fall under the direct command of the Operations Bureau Commander for the intentional, proactive deployment to address emerging needs in the bureau.

The ***Support Bureau*** will contain the Investigations Division and the Administration Division. This bureau will be headed by a newly created Administrative Captain position. This captain will be responsible for handling all of the administrative duties currently being handled by the various other supervisors in the department in addition to their regularly assigned duties. These administrative duties will include:

1. Internal Affairs / Professional Standards
2. Training / Career Development
3. Property and Evidence
4. Uniforms and Equipment
5. Inspections (Vehicles, Equipment Building)
6. Radar Recalibrations
7. Background Investigations
8. Off Duty / Extra Duty Coordinator
9. Citizens Police Academy Coordinator
10. Any other administrative duties as assigned by the Deputy Chief of Police

In addition to these administrative duties, the new Captain will also have overall supervision of both the Investigations Division and the Administrations Division.

The *Investigations Division* will include a Detective and a newly created Investigator position. The detective will be at least at the rank of Sergeant and will supervise the Investigator.

The focus of this division will be the successful investigation, identification, detection, and prosecution of offenders and the successful clearance of all reported Part I Violent Crimes, Part I Property Crimes, and all Part II crimes.

The Detective will investigate all major crimes occurring within the village. Additionally, he / she will oversee the successful investigation by staff of all investigation cases initiated by the department, as well as the preservation, identification, collection and processing of all crime scene evidence.

The Investigator will assist the detective in all major crimes investigations and will be assigned as primary for general investigation and narcotics investigation cases. While assisting the detective in major crimes, the investigator will serve as the evidence technician and will assure that all physical evidence is properly collected, preserved and documented according to departmental standards. This includes the collection of impressions, including tool marks, footprints, tire marks, bite marks, and fingerprints; DNA evidence, including blood, semen, hair, skin, blood stain patterns, bodily fluids and nails; trace evidence, including gunshot residue, fibers, accelerant, paint; and other evidence pertinent to the investigation such as glass, weapons, spent casings, bullet fragments, cartridges, and gun powder patterns.

The Community Watch function of the department will fall directly under the supervision of the Investigations Division to give furtherance in the efforts of prevention and early intervention in crime patterns.

The *Administrative Division* will consist of an Administrative Coordinator and the Telecommunications function of the department. The Administrative Coordinator will report directly to the Administrative Captain and will supervise the Telecommunications personnel and

the newly created civilian staffing pool. The Administrative Coordinator will also be responsible for serving as the following:

1. Administrative Assistant
2. Records management function
3. Department purchasing agent
4. Maintaining office supplies
5. TAC (Terminal Agency Coordinator)
6. Preparing and submitting weekly, monthly, and quarterly reports in house and at the state and federal level at the direction of the Chief of Police.
7. Any other administrative duties as assigned by the Administrative Captain

The Administrative Coordinator will also be responsible for filling in for dispatch personnel as needed during the 8 am – 5 pm Monday through Friday schedule. A new part time *Civilian Staffing Pool* of 1 to 3 persons will also be put in place to fill in for telecommunications personnel when they need to be off for any reason.

This reorganization also includes the delineation of the four tele-communicator positions into two Tele-Communicator I and two Tele-Communicator II positions. The Tele-Communicator I position will have the same duties and job description as the current position. In addition to regular duties, the Tele-Communicator II position will be responsible for the following:

1. Lead Tele-Communicator for the assigned rotation
2. ATAC (Assistant Terminal Agency Coordinator)
3. Insurance company requests for Accident reports
4. record checks for personnel
5. Monthly DCI Validations
6. Maintaining the employee list in Police PAK and CAD
7. Monthly I-Base Reporting
8. Assisting the TAC with DCI Audits
9. Preparing Mutual Aid Agreements
10. DMV Mail in records
11. Any other administrative duties as assigned by the Administrative Coordinator

The BIRDIE team believes this reorganization will more effectively deploy police resources to provide more efficient delivery of public safety services.

Recommendation #2 - Minimize non-essential calls for service (CFS), using technology when possible

The BIRDIE team reviewed the 2015 CFS data to identify the call types that might provide opportunities to reduce officer time on non-essential duties and to make that time available for patrol duties. The team gathered information from frontline officers on where efficiencies could be gained. Below is a summary of the call types that would most likely yield the greatest time savings for officers if modified.

False Alarms

False alarms accounted for 889 calls for service last year. On each alarm activation call two officers are dispatched. Many jurisdictions have implemented false alarm fees to encourage businesses and home owners to reduce the number of false alarm activations. Charging fees for false alarms has proven to reduce the number of false alarm activations where implemented. *The BIRDIE Team recommends the village implement a false alarm fee, with a fee being incurred after 2 false alarm activations in a calendar year.*

To implement this recommendation would require amending the Village's Fees and Charges Schedule. In addition, an extensive public education campaign would be undertaken to inform residents and businesses of the new protocol and fees.

Locked Vehicle Assistance/Disabled Vehicles

The BIRDIE Team discussed the function of locked vehicle assistance. Most jurisdictions have abandoned the practice of unlocking cars for citizens. Newer vehicles are more complex with side airbags and additional theft deterrence technology. This increases the risk of damaging the vehicle and creating a liability for the Village. Similar issues arise with jump starting stalled vehicles. *The BIRIDE Team recommends maintaining a list of roadside assistance providers to assist stranded motorists and providing this information on a rotating basis.* If there is a public safety reason for police officers to unlock or jump start a vehicle, they would still have the capability to do so.

A list of reputable roadside assistance providers would need to be developed and officers would need to be informed of the new protocol to implement this recommendation.

Locking & Unlocking Park Restrooms

There was considerable discussion on how best to approach the daily locking and unlocking of the eight doors on the four park restrooms. First, there was consensus that there is a need to lock the facilities during the overnight hours to prevent vandalism. Currently, officers open and close the park restrooms on a schedule if the officers are not occupied with a more pressing call. This sometimes leads to a variation in the time the doors are locked and unlocked. *The BIRDIE Team recommends installing automatic time locks on park restroom facilities.*

Research indicates that an automated system could be installed for approximately $5,200 and would free up 122 officer hours each year. When compared to the cost of this officer time, the system would pay for itself in approximately 1.8 years. The locks batteries last up to three years and there is no need for an internet connection to operate the mechanical locks. Also, the passage locks will not lock a visitor in the restroom if it is occupied when the lock is activated. This option would be implemented by purchasing the pre-programmed locks from a provider and installing the locks on the restrooms. The installation could be performed by the Village's Buildings & Grounds staff.

Store Closings

Last year officers assisted with 979 store closings for the two convenience stores and the ABC Store in the Village. There was general agreement that this assistance is a significant deterrent to robberies and that it should be continued. However, it was noted that currently only three businesses benefit from the service and if it were requested by others, the Police Department would not have the capacity to expand the service. The group discussed at length how to

minimize the amount of time required to perform this service. Since there is some variation in the times that the clerks close up each evening, *the BIRDIE Team recommends requiring the two convenience stores call the Police Department dispatcher 15 minutes prior to exiting the building for officers to be present during the store closing.* This will allow time for the officers to arrive and escort the clerks out of the building while eliminating the time spent waiting for nightly balancing and store clean up.

A protocol would be developed to outline the new process. This would then be shared with officers, dispatchers, and the store managers to ensure the procedures are followed after the program start date.

Evaluate De-Criminalizing Dog & Noise Complaints

There were 188 dog complaints in 2015 with the majority of these being barking dog calls. These calls are difficult to work as most of the time, the dog has stopped barking or been brought indoors by the time officers arrive. If an offense is established, it is currently administered through the Municipal Code. After three violations, it becomes a criminal offence and must be resolved in court. Noise complaints are also currently administered through the municipal code as well and can result in criminal charges. Taking these cases to court is very time consuming for officers. *The BIRDIE Team recommends studying the possibility of de-criminalizing these offences to avoid officer court time.*

Specifically, we suggest that a study team be assembled to fully research the impact of de-criminalizing these complaints. The team's goal would be to develop an alternative system that would ensure compliance without resulting in criminal charges for the resident. This effort would require modifications to the Municipal Code and possibly the Village's Fees and Charges Schedule. It would also require staff to be retrained to operate under the new protocol.

Wild Animal Calls

Currently the Village responds to numerous wild animal related calls. Police Officers have no authority to capture or relocate wild animals. Also, in some instances, Moore County animal control has not been responsive when called for potentially rabid foxes or raccoons. In dealing with rabid animals, there are also significant safety risks for officers that need to be avoided. *The BIRDIE Team recommends the Village should consider adopting a protocol of only referring citizens to Moore County Animal Control or other professional wild animal control companies when residents call the Police Department for wild animal calls.*

Officers would still have the authority to respond to wild animal calls when public safety is at risk and a list of professional wild animal control providers would need to be developed. Officers would need to be informed of the new protocol to implement this recommendation.

Recommendation #3 - Convert the Reserve Officer Program to a paid program

The BIRDIE team reviewed the Reserve Officer Program to determine how it can be more effective. The purpose of the program is: (1) to provide sworn officers to fill-in during vacations, sickness and training, as well as supplement and assist current full-time officers; (2) to be a recruitment resource when a full-time vacancy occurs. In order to recognize the full potential of this program, *the BIRDIE Team recommends*:

1. *Keep the number of reserve officers at six, but limit the number of "unemployables" to 33%.* This will allow for a more reasonable number of reserves available to fill full-time vacancies. "Unemployable" reserve officers would be those who would not be interested in obtaining a full-time police officer position with the Village.
2. *Change the minimum work hours from 16 to 12 hours per month which coincides with the number of hours on one shift.* Currently, reserve officers have to work at least 16 hours per month. They may be scheduled for several days at varying hours. Reserves could still work more than 12 hours per month, but could not exceed 999 hours in a 12 month period.
3. *Eliminate reserve officers on specialized teams such as VIPER.* The function of the Reserve Program is to fully staff a team when officers are absent, not to serve on supplemental teams.
4. *Compensate Reserve Officers*. Currently reserve officers are not compensated and the BIRDIE Team believes that adding a compensation component may entice more sworn officers to stay with the Reserve Program.

These recommendations, along with some other minor administrative changes, would require a change to the Reserve Officer Program.

Recommendation #4 - Seek ways to further utilize the Citizens on Patrol program

The BIRDIE team identified maximizing the Citizens on Patrol (COP) program as a way to:

- Free up officers for other duties,
- Increase police presence and visibility,
- Foster community engagement, and
- Help prevent crimes.

The BIRDIE Team recommends seeking input from Police staff and COP volunteers on ways to improve both the efficiency and effectiveness of the COP program, researching best practices of other police agencies, and selecting appropriate methods to implement. Currently, this recommendation is included in the 2017 SOP as an Initiative Action Plan for FY 2017.

Recommendation #5 – Further evaluate a police take home vehicle program

The BIRDIE Team considered a police take home vehicle program as one way to increase the effectiveness of police services. *While the team was not unanimous in approving take home vehicles for officers, the BIRDIE Team recommends the Village further evaluate a police take home vehicle program.* This would include the following:

- Determine the advantages, disadvantages, costs, and non-financial implications of a take home vehicle program, and
- Formulate a Standard Operating Policy and Procedure on Take Home Vehicles if approved by management.

A Standard Operating Policy and Procedure on Take Home Vehicles should:

- Identify which officers are allowed a take home vehicle, while maintaining a reasonable number of vehicles at the PD for reserve officers, maintenance etc.,
- Require take home vehicles to be visible to the public to achieve the maximum effect of the crime prevention capacity,
- Incorporate a discipline procedure for founded complaints of misuse and at-fault crashes,
- Describe the process management will use to systematically evaluate the take home vehicle program to identify concerns, and prevent future concerns and,
- Determine the level of benefit for officers living outside the Village limits.

Evaluation Process

Description of the BIRDIE Process and Team Members

The evaluation of the Village's police staffing began with the formation of a BIRDIE team. BIRDIE is the Village's systematic six-step process to evaluate and improve key organizational projects and processes that have a considerable ongoing staffing and financial impact.

The BIRDIE team used for this evaluation included the following members:

- Earl Phipps, Chief of Police
- John Cashion, Mayor Pro-Tem
- Natalie Dean, Assistant Village Manager
- J. Carlton Cole, Fire Chief
- John Frye, Finance Director
- Angela Kantor, Human Resources Director
- Ricky Gooch, Deputy Chief of Police
- Ray Evans, Police Lieutenant
- Richie Baker, Master Police Officer

BIRDIE

B Bring the opportunity forward

I Investigate the opportunity

R Review potential solutions

D Determine the solution

I Implement the solution

E Evaluate the solution

Five Whys Analysis

Once the opportunity to allocate police resources more effectively and increase proactive policing was identified, the BIRDIE team conducted a "Five Whys" analysis to determine the root cause of the issue. This analysis revealed that the root causes of the problem was primarily a lack of sufficient police staffing.

What the Data Told Us

The BIRDIE team researched and evaluated data in the following areas to develop the recommendations included in this report

- Review of current and potential organizational structures,
- Staffing models from the International Association of Chiefs of Police (IACP) and the International City Manager's Association (ICMA) based on historical call for service (CFS),
- Input from department staff on current operations and technology,
- Historical clearance rates for crimes,
- Accumulated employee leave balances,
- Historical number of officers relative to benchmark communities, and
- Patrol zone response time analysis.

Review of current and potential organizational structures

A review of the current organizational structure of the department and seven proposed structures submitted by candidates for the most recent Lieutenant and Deputy Chief positions indicated several opportunities to increase police officer capacity and efficiency through reorganization.

These included:

- Form an Administrative Unit to handle administrative responsibilities currently being handled by some officers,
- Transfer investigative duties from police officers to a more defined Investigative Unit,
- Reduce the number of Lieutenant positions,
- Create a "power" or swing shift to increase staffing during peak times for CFS, and
- Restructure the reserve officer program.

A review of the current unpaid reserve officer program indicated the program is not effective at recruiting and retaining reserve officers. Currently, there are six authorized reserve officer positions and there is only one position filled. As a result of this information, the BIRDIE team identified compensating reserve officers and a reorganization of the department into three distinct units (Patrol, Administrative, and Investigative) as a potential solution.

Staffing models from the International Association of Chiefs of Police (IACP) and the International City Manager's Association (ICMA) based on historical call for service (CFS)

The BIRDIE team used two separate models to determine if there is a sufficient number of police officer staff. Both of these models indicated there is sufficient current officer capacity to respond to the volume of calls for service (CFS):

1. IACP Pushack Model – This model comes from the International Association of Chiefs of Police (IACP) and is "a method for determining patrol force manpower needs based on the actual or estimated complaint or incident experience in the community." Using the CFS data from 12/1/2014 to 11/30/2015, this model indicates the Village needs 13 patrol officers to handle our current CFS volume, compared to the 20 officer positions currently in place.

Patrol Force Staffing Requirements Calculation		Methodology	
		IACP	VOP
Step 1:	**Determine the number of Calls for Service (CFS) received**		
	- Estimate per population formula	8,489	
	- Average of actual VOP calls 2014 & 2105		6,682
Step 2:	**Accumulate the total staff time, in hours, for all units responding to Calls for Service**		
	- 45 minutes (.75 hours) per call est.	6,367	
	- Actual time that VOP officers spent responding to CFS		5,291
	Average VOP Officer time per CFS		0:47:31
Step 3:	**Use time spent on CFS to calculate total hours needed for CFS, patrol, and other duties**		
	- Multiply call response time by 3 (33% CFS)	19,100	15,873
Step 4:	**Conversion to Basic Patrol Unit (BPU)**		
	- 12 hours x 365 days = 4,380	4.36	3.62
Step 5:	**Estimate Number of Officer's needed to fill each Basic Patrol Unit - BPU less time off**		
	- 4,380 - 3,432 = 948 (4,380/948) IACP	4.62	
	- 4,380 - 3,163 = 1,217 (,4380/1,217) Used Actual		3.60
Step 6:	**Number of Patrol Officers Needed**	**20.15**	**13.04**

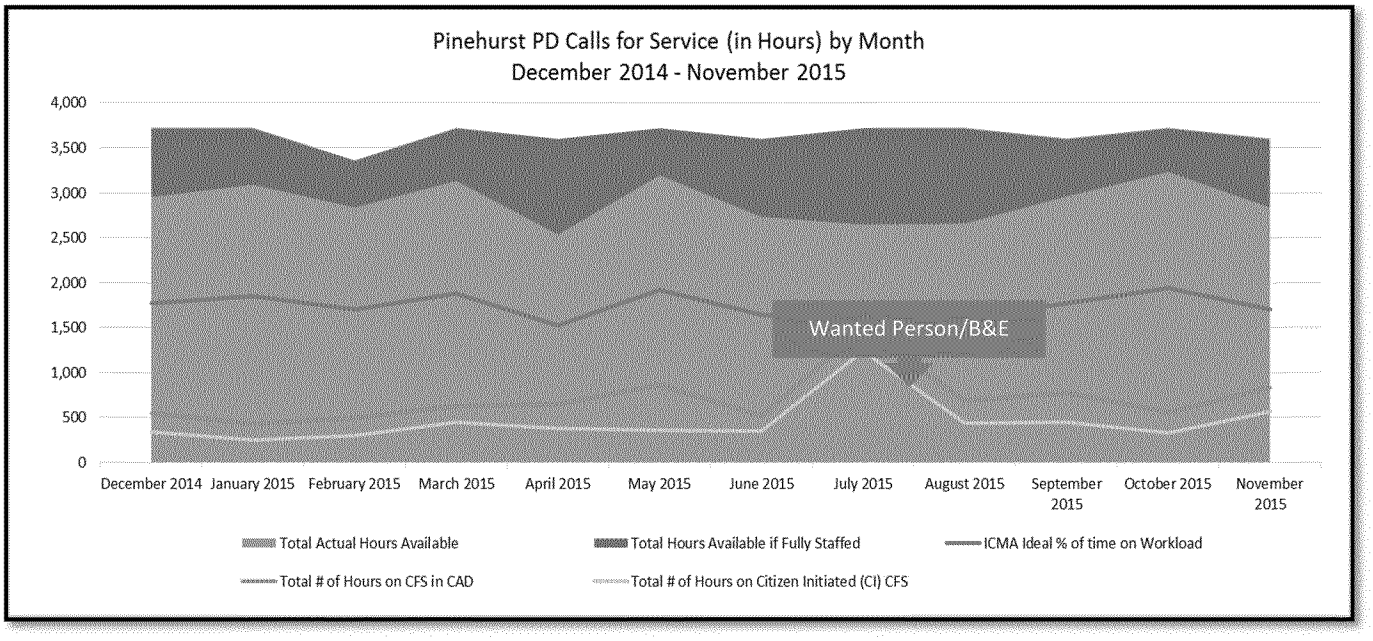
2. ICMA Model for Police Staffing - This model comes from the International City Manager's Association (ICMA) and indicates the best way to determine the amount of patrol officers needed is based on the number of agency CFS. The model also indicates two "Rules of 60" that are recommended when determining staffing levels:

   a. Approximately 60% of the total sworn officer positions should be allocated to the patrol function. Currently, 87% of VOP sworn positions are allocated to patrol. This lead the BIRDIE Team to believe that the Village does not have adequate officer resources devoted to investigations.
   b. The average workload for patrol staffing should not exceed 60%. To determine if VOP patrol officer workload approximates 60%, we reviewed 12 months of CAD (Computer Aided Dispatch) system data (December 2014 – November 2015). This analysis indicates that only 24% of available officer time is recorded in the CAD system. This lead the team to conclude that there is sufficient officer capacity to handle the CFS or officer time is not been recorded properly in the CAD system.

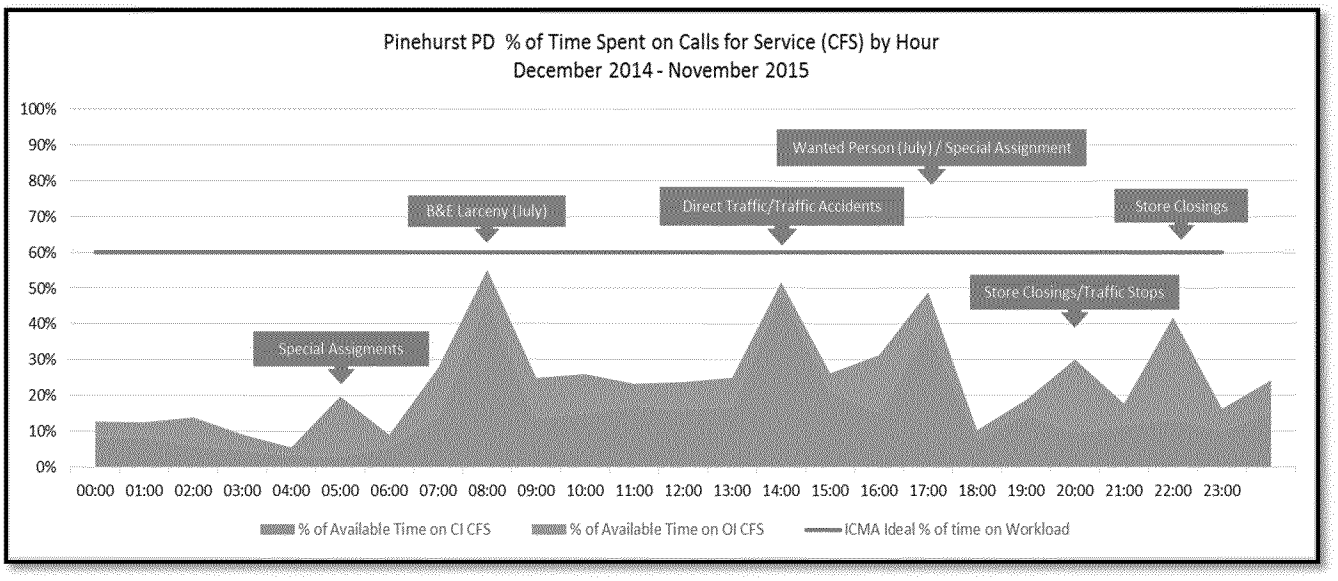
   While trying to utilize the ICMA model, the team conducted an analysis of the ACTUAL # of hours available for officers to respond to CFS. This analysis indicated that on average, over the past year, the department has been working with approximately 4 officers/shift, or at 80% of their staffing level of 5 officers. This was due primarily to a lag time in hiring, officers on light duty due to injuries, normal paid time off (sick and vacation), and filling in for absent dispatchers. To maintain staffing at 80%, officers worked overtime and utilized the one reserve officer on staff.

   The ICMA model distinguishes between officers initiated CFS and citizen initiated CFS. A review of one year's CAD data indicated there was only one month, July 2015, where

the Village approached the 60% workload threshold and this was due to a string of breaking and entering crimes that were being investigated.



Also, when reviewing the CAD data, the team analyzed the CFS by hour of the day. This review indicated there may be an opportunity to effectively utilize a "Power Shift" during the peak hours of 8 am to 5 pm.



<u>Input from department staff on current operations</u>

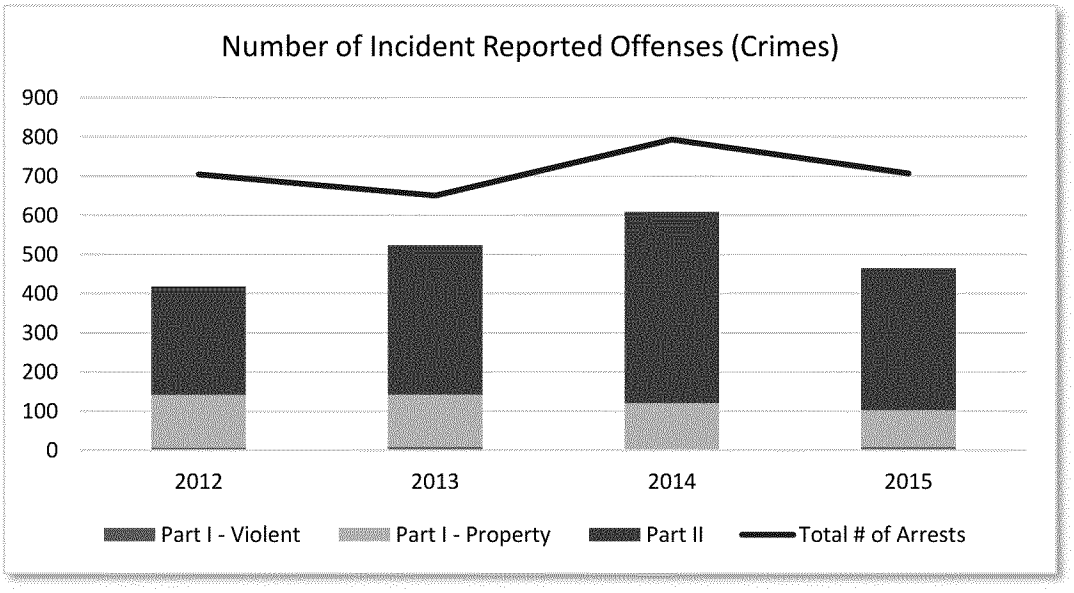
Each employee in PD was asked to allocate their time spent performing the duties on their job description to help the BIRDIE team better understand officer and other staff duties. The following are the observations the team made from these assessments:

- Police officers (Officer, Sr. Police Officer, & Master Police Officer) have the same job duties. Officers self-reported that the majority of their time is spent on patrol, however, certain officers spend a greater % of their time on investigations.
- Sergeants self-reported they spend approximately only 10% of their time on investigations. Two of the four sergeants have other responsibilities (training coordinator and VIPER team) that reduce the amount of time they are available for patrol and investigations. Also, some of the other comments indicated the staff believe the sergeants and lieutenants job descriptions should be more similar since they do some of the same duties.
- Lieutenants spend approximately 42% of their time supervising and the remainder on other duties. There were considerable variances in time allocation across the lieutenants, with one more heavily involved in investigations and another more heavily involved with administrative tasks (training, supplies, etc.)

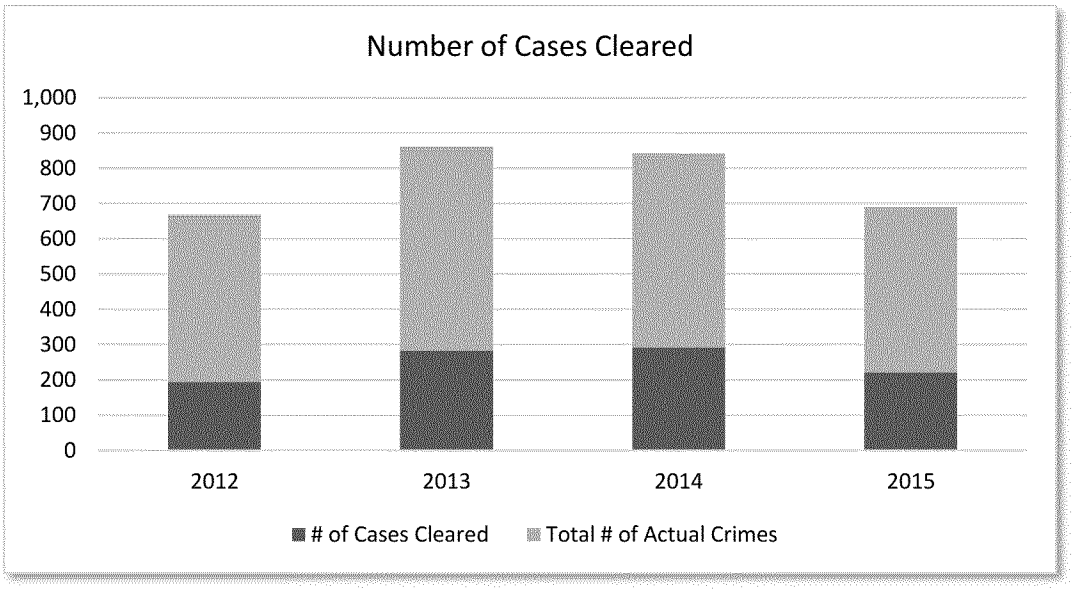
Police staff also indicated their belief that some types of calls for service should be eliminated to help make the officers better able to conduct routine patrols (e.g. locking/unlocking park restrooms).

Historical clearance rates for crimes

The BIRDIE Team reviewed the historical crime rates for 2012 – 2015. For FBI reporting purposes, crimes are divided into three categories: 1) Part 1 – Violent; 2) Part 1 – Property; and 3) Part II. The chart below indicates the crime rates in each of the last four calendar years



The following chart indicates there has been a significant increase in Part II crimes, particularly those that require more time to investigate, such as drug cases. Currently, the Village employs one detective and an increasing demand is being placed on patrol officers to perform investigative duties in order to clear crimes. From 2012 to 2015, the % of cases cleared has ranged from 41% to 53%, with a 4 year average clearance rate of 48%. This compares very favorably with benchmark comparisons.



Accumulated employee leave balances

The amount of comp time and vacation hours per officer have remained consistent over the past three years. Comp time is overtime worked that is banked for the officer to take paid time off in the future instead of being compensated overtime when it is earned. However, the data indicated officers have been rolling over vacation hours to sick time at a higher rate each year, indicating their inability to use vacation leave because they are using comp time instead.

Historical # of police officers relative to benchmark communities

There are a total of twenty (20) patrol officer positions in the Pinehurst PD: 4 Lieutenants, 4 Sergeants, and 12 Officers. This number of officers has been consistent since as early as 2002. In 2007, a traffic team was funded by a grant which increased officer staffing by 2 officers; however upon the expiration of the grant, the positions were eliminated. The team analyzed the # of police positions for NC towns with a population between 10,000 and 20,000 and compared that to the Village's staffing levels. This data indicated the Village has significantly fewer officers per 1,000 residents than the average of our peer group. While our officers per 1,000 residents are lower than our peer groups, the team believes other factors are more relevant when making staffing decisions such as call volume, crime rates, commercial/residential development, geographic accountability, etc.

City	Pop.	Total Sworn Officers	Civilian Positions	Reserve Officers	Investigator Positions	Total Full Time Equivalents	Officers Per 1,000 Residents
Pinehurst	15,525	23	5	6	1	28	1.48
Avg of NC depts. (Pop 10,000 - 20,000)	14,264	38.6	7.2	4.8	6.1	45.8	2.72

Geographic Accountability

The BIRDIE Team reviewed the average response times from zone to zone, and within zones to determine if the patrol zones should be modified to improve geographic accountability. Response times ranged from a low of 6 minutes and 14 seconds (Hwy 15-501 N to Pinehurst Manor) to a high of 21 minutes and 52 seconds (Pinewild to CCNC). The Village should consider adding a 4th patrol zone in the near future to shrink the geographic accountability per on duty patrol officer, to allow officers to respond to calls for service within 6 minutes.

Solutions Evaluated and Perspectives Considered

All solutions evaluated were considered from the perspectives of the Police Department staff, Village management, and the community as a whole. The BIRDIE team identified advantages and disadvantages of each solution evaluated. The team also identified potential ways to mitigate any disadvantages of potential solutions.

Solutions evaluated, but not recommended at this time due to the expected impact of the other BIRDIE recommendations included:

1. Changing the Police Department's overtime and compensatory time practices.
2. Adding a 4th patrol zone to improve geographic accountability.

Because funding for these recommendations has already been approved in the FY 2017 budget by the Village Council, there is no Council action needed.

The BIRDIE Team, however, believes it is important to report on the work we completed in order to improve the process and to meet Council's strategic goals to ***"Safeguard the Community, Professionally Manage a High Performing Organization, and Attract & Retain an Engaged Workforce."***

Overview of Financial Impact

Financial Impact

The financial impacts of the BIRDIE team recommendations on the FY 2017 Budget are identified in the table below. The most significant financial impact is the addition of a paid reserve officer program.

The incremental costs are listed below, however the BIRDIE Team believes these recommendations, if implemented, will result in significant gains in efficiency and effectiveness.

Recommendations	Financial Impact
1. Restructure the Police Department	$19,300
2. Minimize non-essential Calls for Service	$5,200
3. Convert the Reserve Officer Program to a paid program.	$37,800
4. Seek ways to further utilize the Citizens on Patrol program.	-
5. Further evaluate a police take home vehicle program.	-
TOTAL	**$62,300**

Implementation Plan

The BIRDIE Team's recommended implementation plan are follows:

Implementation Plan	
September 30, 2016	Advertise and conduct hiring process for the reorganization and the paid reserve officers (#1/#3)
	Complete evaluation of a take home car program (#5)
December 31, 2016	Complete department reorganization and hire paid reserve officers (#1/#3)
	If approved, implement a take home car program (#5)
June 30, 2017	Implement recommendations to minimize non-essential calls for service (#2)
	Implement improvements to the Citizen on Patrol program (#4)

RESOLUTION #16-16:

A RESOLUTION AMENDING THE VILLAGE OF PINEHURST FEES AND CHARGES SCHEDULE

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a Pinehurst Fees and Charges Schedule on the 9th day of March, 2004; and

WHEREAS, it is the policy of the Village of Pinehurst to review and amend the Fees and Charges Schedule on an annual basis, or as deemed necessary; and

WHEREAS, the Village Council, after considering all of the facts and circumstances surrounding the proposed amendments to the Pinehurst Fees and Charges Schedule, have determined that it is in the best interest of the Village of Pinehurst to make the amendments as requested.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled on the 28th day of June, 2016, as follows:

SECTION 1. That the attached "Village of Pinehurst Fees and Charges Schedule," is hereby adopted effective July 1, 2016, said schedule attached hereto as (Exhibit A) is made a part hereof, the same as if included verbatim.

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

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

THIS RESOLUTION passed and adopted this 28th day of June, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By:_____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2016

ADMINISTRATION:

Council Adopted Date	Description	Fee/Charge	Unit
Other Charges			
01/2016	Paper Copies	$0.10	per sheet
01/2016	Overtime Costs if overtime is needed to fulfill a public records request promptly	Actual overtime cost	per request
01/2016	Special Service Charge for public records request involving extensive use of IT resources (> 2 hours of staff time)	Actual labor cost	per request
01/2016	Golf Cart Stickers	$20.00	per cart
	Municipal Code Copies:		
03/2004	Entire Code	$0.10	per sheet
03/2004	Supplements	$1.00	per sheet
03/2004	Non-Sufficient Funds (NSF)	$35.00	per return
12/2007	Late Payment of Code Enforcement Invoices	1.5%	per month on balance unpaid after 30 days

Rental Fees for Use of Village Rooms

Rental fees and deposit requirements apply to non-profit organizations whose principal operating office is not within the Village of Pinehurst and to private groups or individuals.

The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the facility or equipment. Cancellation of an event results in forfeiture of all or a part of the deposit (30 days or less 100% retained, 31 days or more 50% retained).Deposits are refundable if facilities are properly cleaned by the user following the event and no damage to the facilities or the audio visual equipment has occurred.

A pre-meeting training session with a representative from the IT Department is required prior to utilizing the audio visual equipment for the first time. If IT assistance with the audio visual equipment is needed during the rental period, the Audio visual assistance fee will be charged. The Village Manager has the right to waive the deposit and fee requirement if deemed appropriate.

	Deposit – Assembly Hall & Station 91 Conference Room:		
12/2007	Audio visual equipment is not utilized	$100.00	per event
12/2007	Audio visual equipment is utilized	$200.00	per event
	Rental Fee – Conference Room:		
	Up to 3 hours:		
12/2007	Resident	$25.00	per event
12/2007	Non-Resident	$50.00	per event
12/2007	More than 3 hours	$25.00	per hour

ADMINISTRATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
	Rental Fee – Assembly Hall & Station 91 Conference Room:		
	Up to 3 hours:		
12/2007	Resident	$50.00	per event
12/2007	Non-Resident	$100.00	per event
12/2007	More than 3 hours	$25.00	per hour
01/2013	Audio visual assistance	$50.00	per hour
Reimbursement Fees for Services			
04/1998	Time	Cost of staff used (Salaries & Benefits), plus 10% administrative fee	per hour
04/1998	Equipment	Rates determined by Federal Emergency Management Agency (FEMA)	various
Refer to the FEMA schedule of equipment rates for the rates used to calculate the fee for the use of Village equipment. This schedule can be found at www.fema.gov/rrr/pa/fin_eq_rates.shtm.			

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2016

ENGINEERING:

Council Adopted Date	Description	Fee/Charge	Unit
Inspection Fees			
03/2004	New Roadway (Public and Private)	$0.75	per lane, per lf
03/2004	Widening of Existing Roadway	$0.75	per lane, per lf
03/2004	Fire Lanes on Private Property	$0.40	per lane, per lf
12/2004	Sidewalk and Pathways	$0.50	per lf
03/2004	Curb Cuts for Driveways	$50.00	per drive
03/2004	Stormwater Fees	$0.45 +$40.00	per lf of pipe plus per structure
03/2004	Lift STOP WORK ORDER and Reinitiate Infrastructure Inspections	$100.00	per violation
03/2004	Re-Inspection Fees	$70.00	per hour
Plan Review The base fee for plan review includes 2 draft reviews and 1 mylar signoff. Third and subsequent review fees are for plans that require additional review due to failure to correct deficiencies and incorporate review comments. These fees must be paid in advance of the subsequent reviews being performed.			
03/2004	Single Family Subdivision	$300.00 + $100.00	per plan plus per lot
03/2004	Commercial/Multi-Family	$300.00 + $100.00	per plan plus per acre
03/2004	Third and Subsequent Review	$300.00	per review
03/2004	Revision Review after Mylar Signoff	$100.00	per review
Other Reviews			
12/2004	Flood Study	$1,000.00	per study
12/2004	Traffic Impact Review	Cost plus 10%	per review

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2016

FIRE:

Council Adopted Date	Description	Fee/Charge	Unit
Inspection (Non-Residential)			
10/2001	Initial Inspection	No Charge	
01/2013	1st Re-Inspection	No Charge	
01/2013	2nd Re-Inspection - Corrections Made	No Charge	
01/2013	2nd Re-Inspection - No Corrections Made	$100.00	per inspection
01/2013	3rd and Subsequent Inspections With No Corrections Made	$250.00	per inspection
Fire Prevention Permits The fees set forth in this section are fixed for the issuance of the permits required by the Fire Prevention Code.			
01/2015	Installation/Additions to Alarm or Sprinkler Systems	$100.00	first 100 heads/devices $0.50 per additional device
10/2001	Installation or Removal of AGST (Above Ground Storage Tanks) or UGST (Underground Storage Tanks)	$50.00	per permit
10/2001	Fireworks Display	$50.00	per permit
10/2001	Any Other Permits Required but not Listed Above	$25.00	per permit
Fire Service: Hours for staff and equipment for non-village sponsored events will be billed at the established rate documented in the Administration section of the Fees and Charges Schedule.			

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2016

INFORMATION TECHNOLOGY (IT):

Council Adopted Date	Description	Fee/Charge	Unit
Media Charges			
12/2009	CD/DVD	$1.00	per disk
Source Charges			
12/2009	Customized GIS Color Maps	$50.00 plus cost of map	per hour, one hour minimum
12/2009	Data Analysis and Conversion	$50.00 plus cost of media	per hour, one hour minimum
Color Orthos GIS Maps			
12/20094	Copy of already created map up to 8.5 x 11	$2.00	per map
12/20094	Copy of already created map up to 11 x 17	$6.00	per map
12/20094	Copy of already created map up to 17 x 22	$10.00	per map
12/2009	Copy of already created map up to 22 x 34	$12.00	per map
12/2009	Copy of already created map up to 34 x 44	$20.00	per map
12/2009	Copy of already created ORTHO map up to 36 x 48	$50.00	per map

INSPECTIONS:

Council Adopted Date	Description	Fee/Charge	Unit
New Construction and Additions			
	Residential:		
03/2004	Building	$0.18	per square foot (sf)
03/2004	Electrical	$0.06	per sf
03/2004	Mechanical	$0.05	per sf
03/2004	Plumbing	$0.05	per sf
03/2004	Insulation	$0.03	per sf
	Non-Residential:		
03/2004	Building	$0.40	per sf
03/2004	Electrical	$0.07	per sf
03/2004	Mechanical	$0.07	per sf
03/2004	Plumbing	$0.07	per sf
03/2004	Insulation	$0.04	per sf
12/2006	Minimum Fee	$100.00	per inspection, per trade
03/2004	Compliance Inspection	$100.00	per inspection, per trade
Change-Outs and Upgrades			
	Electrical (Residential and Non-Residential):		
01/2011	Change Out and Upgrade	$50.00	per unit
03/2004	Electrical Service Upgrade	$100.00	per 200 amperage
	Mechanical (Residential):		
01/2011	Change Out and Upgrade	$50.00	per unit
01/2011	Gas Piping	$50.00	per unit
	Mechanical (Non-Residential):		
03/2004	Change Out and Upgrade	$100.00	per 10 ton
03/2004	Gas Piping	$100.00	per unit
	Plumbing:		
01/2011	Change Out and Upgrade	50.00	per unit
	Framing:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit
	Insulation:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit
	Irrigation:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit

INSPECTIONS (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Demolition			
12/2009	Application for Exterior & Interior Demolition	$100.00	per 1,000 sf
03/2004	Application for Structure Relocation	$50.00	per application
Other Fees			
03/2004	Application to Lift a STOP WORK ORDER	$200.00	per application
03/2004	Work Performed Without a Permit	Double permit fee	per violation
03/2004	Siding Installation	$50.00	per application
01/2011	Temporary Power for HVAC	$100.00	per unit
01/2011	Misc. Additional Wiring	$50.00	per unit
01/2011	Home Day Care and Foster Home Inspection	$100.00	per unit
01/2011	ABC Permit Inspection	$100.00	per unit
01/2011	Home Health and Day Care	$100.00	per unit
01/2011	Temporary Pole	$60.00	per unit
	Application for Mobile Home Permit (includes tie down, electrical, plumbing and HVAC):		
01/2011	Single Wide	$150.00	per unit
01/2011	Double Wide	$200.00	per unit
Re-Inspection Fees			
01/2011	First Offense	$50.00	per unit
03/2004	Second Offense	$100.00	per inspection
03/2004	Each Time After Second Offense	Double previous fee	per inspection
Special Extra Inspection Fees			
12/2006	Residential	$50.00	per inspection, per trade
12/2006	Non-Residential	$100.00	per inspection, per trade

INSPECTIONS (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Tents			
01/2011	Residential	$50.00	per unit
01/2011	Non-Residential	$100.00	per unit
The Non-Residential tent inspection fee will be waived if the tent is being used for a horse show.			

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2016

PLANNING:

Council Adopted Date	Description	Fee/Charge	Unit
Amendment Petition			
03/2004	Comprehensive Land Use	$300.00	per application
03/2004	Pinehurst Development Ordinance	$400.00	per application
Amendment to the Zoning Map (Rezoning or Conditional Use) – General Use District			
01/2013	Residential – Less than 5 acres	$250.00 + $100.00	per application plus per acre
01/2013	Residential – More than 5 acres	$300.00 + $100.00	per application plus per acre
01/2013	Non-Residential	$350.00 + $100.00	per application plus per acre
01/2013	Overlay	$300.00 + $100.00	per application plus per acre
Board of Adjustment			
03/2004	Request for a Variance	$400.00	per application
01/2013	Appeal of an Administrative Decision	$400.00	per application
01/2013	Appeal of the Historic Preservation Commission	$400.00	per application
12/2006	Failure to Appear for Hearing Without Notice	Actual cost	per Court Recorder invoice

PLANNING (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Documents and Maps			
03/2004	Comprehensive Long Range Plan (paper copy)	$35.00	per document
03/2004	PDO (paper copy)	$30.00	per document
12/2007	Zoning Map	$20.00	per map
Site Plan Approval Site plan approval may require engineering review. When engineering review is needed, the Village will advise the applicant and the applicant will be responsible for paying the engineer's fees and charges. See the Engineering section of the Fees and Charges Schedule for the applicable fees.			
03/2004 03/2004	**Minor Site Plan:** Single Family Home Commercial/Multi-Family	$225.00 $400.00 + $100.00	per application per application plus per acre
03/2004	Major Site Plan	$600.00 + $100.00	per application plus per lot
03/2004	Re-review Fee (after second review)	Previous fee	per review
03/2004	Accessory Structure - Residential - All Sides Less Than 12'	$50.00	per application
01/2011	12' x 12' or greater	$225.00	per application
01/2013	Small additions 10'X5' or smaller	$50.00	per application
Special Use Permit			
03/2004	Major Special Use	$600.00	per application

PLANNING (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Subdivision of Land			
	Preliminary Plat – Major Subdivision:		
03/2004	Less than 5 acres	$300.00 + $100.00	per application plus per lot
03/2004	More than 5 acres	$600.00 + $100.00	
	Final Plat:		
03/2004	Exempt Subdivision	$25.00	per application
03/2004	Minor Subdivision	$150.00	per application
03/2004	Major Subdivision	$150.00 + $10.00	per application plus per lot
Other Fees			
03/2004	Bulk Heads, Docks on Lakes	$50.00	per application
03/2004	Change an Address	$35.00	per application
1/2015	Change a Road Name	$100.00	per application plus cost of signs
01/2015	Clearing	$35.00	per permit
03/2004	Decks, Pools, Spas, and Gazebos	$100.00	per application
03/2004	Driveway	$50.00	per permit
01/2011	Fences, Walls, Arbors and Patios (using 5' encroachment)	$50.00	per application
01/2015	Fence Exception	$400.00	per application
03/2004	Home Occupation	$50.00	per permit
03/2004	Homeowner's Recovery Fee	$10.00	per application
01/2015	Permanent Sign	$100.00	per application
12/2005	Propane Tank	$25.00	per application
01/2015	Return of Sign Removed from Right-of-Way (signs will be stored for a minimum of 5 business days before disposal)	$25.00	per sign
01/2015	Well	$50.00	per permit
03/2004	Zoning Certification Letter	$35.00	per application
03/2004	Zoning Compliance Letter	$35.00	per application
12/2005	Zoning Compliance Re-Inspection	$50.00	per application
12/2005	Zoning Use	No Charge	per permit

In addition to the fees and charges for each application or permit, Applicants must comply with all bonding requirements established by the Village of Pinehurst. Bonding requirements can be found in the applicable application packets.

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2016

POLICE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
	Parking Ticket:		
12/2004	Overtime Violation	$5.00	per ticket
12/2004	Other Parking Violations	$10.00	per ticket
05/2009	Door-To-Door Peddling, Soliciting, Canvassing Permit	$10.00	per application
05/2009	Door-To-Door Peddling, Soliciting, Canvassing Special Permit	No Charge	per application
12/2009	Precious Metals Dealer Permit	$180.00	per application
12/2009	Precious Metals Registered Employee	$10.00 $3.00	initial application per employee annual renewal per employee
12/2009	Precious Metals Special Occasion Permit	$180.00	per application

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2016

PUBLIC SERVICES – SOLID WASTE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
	Refuse:		
01/2014	48 Gallon Cart	$48.00	per additional cart
01/2014	64 Gallon Cart	$50.00	
01/2014	96 Gallon Cart	$55.00	
	Recycle:		
01/2016	48 Gallon Cart	$48.00	per additional cart
01/2014	64 Gallon Cart	$50.00	
01/2014	96 Gallon Cart	$55.00	
	Yard Debris:		
01/2016	48 Gallon Cart96 Gallon Cart	$48.00	per additional cart
01/2014	Bulk Load Pick Up	$55.00	per additional cart
01/2014		$150.00	first load per trip
01/2014		$75.00	extra load per trip
***Bulk load pick-up will only be provided to developed lots with established homes. Only one extra load per trip will be allowed.**			

RECREATION – FAIR BARN:

Council Adopted Date	Description	Fee/Charge	Unit
Facility Rental			
02/2016	**Base Fee Full Day (14 hours or less) *:** Resident Non-Resident Non-Profit** Commercial	 $1,375.00 $1,750.00 $1,000.00 $2,000.00	per day
02/2016	**Base Fee Weekday (8 hours or less) *:** Resident Non-Resident Non-Profit** Commercial	 $785.000 $1,000.00 $500.00 $1,150.00	per day
09/2013	Corporate Meeting	$785.00 $485.00	greater than 4 hours less than 4 hours
Other Facility Rental Fees			
01/2013	Additional Hours	$150.00	per hour
***Weekend rental is for Friday – Sunday for a 14 hour rental period. Weekday rental is for Monday-Thursday only within the specified time frame. 8 hour max for weekday events. Additional hours will be billed at $150/hour. **See Non-Profit definition on Page 16.**			
Special Use			
12/2003	Base Fee	Determined with the approval of the Parks & Recreation Director	
Other Fees			
12/2003	Admission Charged (does not apply to non-profit rentals)	10%	gross sales
12/2003	Cancellation (90 days or less)	100% retained	per deposit
12/2003	Cancellation (91 days or more)	50% retained	per deposit
02/2009 01/2015 01/2015	Chairs (includes set-up) Resident Non-Resident Commercial	 $1.50 $3.00 $3.00	per chair

RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
01/2015	Kitchen Cleaning/Trash Removal (including co- sponsored and gratuitous events)	$150.00	per event
	Dance Floor (21'x24' maximum available):		
12/2003	Whole	$300.00	per day
02/2009	Section	$5.00	per section per day
12/2009	Easels	$5.00	per easel per day
12/2007	Event Parking	Determined by Event Coordinator	
12/2003	Deposit (Security/Damage)	$500.00	per event
09/2013	Corporate Meeting Deposit	$250.00	per event
01/2015	Holiday Premium **	$375.00	per day
06/2013	Picnic Tables	$20.00	per table
12/2009	Pipe & Drape	$10.00	per section per day
01/2015	Prohibited Items (deducted from deposit)	$100.00	per event
01/2011	Setup/Breakdown Fee for items used off site	$200.00	per use
01/2015	Sound System	$100.00	per event
12/2009	Stage (4'x8' Section)	$15.00	per section per event
12/2009	Stage (24' x 16' Full)	$180.00	per event
12/2007	Tables (includes set-up)	$9.00	per table
12/2003	Vendor/Exhibitor	$25.00	per vendor/exhibitor
01/2012	Video Projector	$100.00	per day
01/2011	Video Projector Screen (12' x 12')	$100.00	per day

** Holiday Premium applies to the following holidays: New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Fair Barn Fees and Charges Definition

	Categories of Renters:
12/2003	Resident: Non-commercial, private individual that resides or owns property within the corporate limits of the Village of Pinehurst.
12/2003	Non-Resident: Non-commercial, private individual that does not own property within the corporate limits of the Village of Pinehurst.
12/2003	Non-Profit: Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7 with a physical location or offices located within Moore County, NC.

RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Fair Barn Fees and Charges Definition			
12/2003 09/2013	**Categories of Renters (continued):** Commercial: Any individual, sole proprietorship, corporation, business or other entity that ~~operates with a "for-profit" motive~~does not qualify under any other renter category. Corporate Meeting: Any Commercial or Non-Profit renter using the facility Monday through Friday between the hours of 8:00 AM and 5:00 PM. Rates are inclusive of all amenities such as tables and chairs charged under Other Fees in this Schedule.		
The Village of Pinehurst reserves the right to define the renter category based on the usage.			
Other Definitions			
12/2003	Deposit: Amount due in advance to secure reservation of date, adequate clean up following the event and to recover any and all damage costs to the facility. Cancellation of an event results in forfeiture of all or a part of the deposit per the Fee Schedule.		
12/2003	Base Fee: Minimum charge paid by all renters of the Fair Barn. Base fee must be paid in full at least five business days prior to rental. The Weekday rate applies to any single event that occupies the facility for one day but does not apply to any event held on consecutive days or on Holidays. The Weekday rate applies to any one (1) day rental held on Monday through Thursday, which lasts no more than 8 hours, and rental must be completed and properly cleaned by 8:00 p.m. This time period must include all preparations for caterers, florists, exhibit setup, decorating, etc. and clean up after the event. Weekday rentals that go beyond the specified closing time of 8:00 p.m. will be billed an additional amount equal to the applicable Full Day rate.		
12/2003	Other Fees: Charges for additional services or equipment provided by the Fair Barn. All other fees associated with a rental must be paid in full at least five business days prior to rental.		
12/2003	Sponsored/Co-Sponsored: Events presented by, or coordinated with, a department of the Village of Pinehurst per the "Village Sponsorship of Events" policy.		
12/2003	Special Use: An event or activity, not sponsored or co-sponsored by the Village of Pinehurst, that, due to its size, scope, timing or other unusual characteristic or requirement, that qualifies as being beyond what is considered a normal and customary use of the facility. Criteria to determine if an event qualifies as a special use may include factors such as number of participants/spectators, economic factors such as estimated revenues and expenses, nature and type of event and extent of work required by the Village Staff that is above and beyond what is normal and customary. Examples of events that may qualify as special use are functions associated with other major events, athletic events, special events held on Track grounds generating a minimum of $7,500 in revenue, special attractions and/or demonstrations.		

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2016

RECREATION – HARNESS TRACK:

Council Adopted Date	Description	Fee/Charge	Unit
Ground Use			
09/2001	One Infield - without Show Rings	$150.00 $100.00	per day ½ day (4 hrs. max)
01/2012	One Infield – with Show Rings	$250.00 $185.00	per day ½ day (4 hrs. max)
01/2012	Two Infields – without Show Rings	$300.00 $175.00	per day ½ day (4 hrs. max)
01/2012	Two Infields – with Show Rings	$350.00 $250.00	per day ½ day (4 hrs. max)
Deposits			
01/2004	Grounds Use Clean Up	$150.00	per rental
01/2004	Show Office Use Clean Up	$50.00	per rental
01/2007	Stall Reservation	$100.00	per stall
Standardbred Training (Stall Rental)			
07/2015	Full Season	$~~900~~927.00	per stall
07/2015	Monthly (No Proration Allowed)	$~~400~~412.00	per stall
Standardbred Training (Other Fees)			
07/2015	Grooms Quarters - Improved	$~~200~~206.00	per month
01/2013	Grooms Quarters - Unimproved	$~~70~~72.00	per month
07/2015	Grooms Quarters - Prorated	$7.00	per day
01/2013	Grooms Quarters Cleaning Fee	$50.00	per room
07/2015	Additional Occupant	$60.00	per month
02/2009	Manure Pile Removal	$25.00	per pile
Horse Shows			
01/2001	Manure Pile Removal	$25.00	per pile
12/2009 01/2011	**Impact Fee:** Temporary Stalls Horse not using a stall	$10.00 $10.00	per stall, per show per day, per horse
01/2012	Paddock Fee	$25.00	per paddock per show

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Horse Shows (continued)			
01/2015	Stall Clean Out	$10.00	per stall
01/2011	Show Ring Incentive Program (promoters participating in incentive program will have tack stall fees waived for five years) (Resolution #10-36)	Waived	five (5) years
01/1997	Vendor Fee	$25.00	per vendor per show
Stall Rental Rates are per stall, per weekend, max of 3 nights			
01/2013	Stall Rental (less than 100)	$40.00	
01/2013	Stall Rental (more than 100)	$35.00	
~~01/2012~~	~~Stall Rental (501c(3) Organization)~~	~~$20.00~~	
01/2013	Tack Stall Rental	$35.00	
01/2013	Additional Stall Nights over 3 Nights	$15.00	per stall, per night
Other Fees			
01/1997	Admission/Parking Charge	10% of gate, if admission/parking is charged	
07/2015	Oversize Vehicle Parking (RV)	$35.00	per night (maximum stay of 7 days)

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	
Harness Track Fees and Charges Definitions	
01/2012	Ground Use Fee: To be charged to all individuals or groups who wish to reserve and use the Harness Track grounds. The Village of Pinehurst does not charge Ground Use Fees for general use by the public such as walking, golfing, etc.; Standardbred training; and Resort stable usage. Sponsored/co-sponsored activities by the Village with outside entities will negotiate a usage fee per the discretion of the Parks and Recreation Director. Set up and cleanup is part of the rental time period and is the sole responsibility of the renting individual or group. Priority for rentals will be given to individuals or groups requesting use of the Show Rings.
01/1997	Clean Up Deposit: The Village requires all renters of the Harness Track grounds or any office to be used as the Show Office to supply a deposit. The Village of Pinehurst based on whether the facility is left clean by the user may retain all, a portion of, or none of the deposit.
01/2011	Standardbred Fee: Standardbred fees are charged according to the Fee Schedule. Improved Grooms Quarters refer to rooms with direct access to a combination of water/sewer and heat system. Un-Improved Grooms Quarters refer to rooms without access to water/sewer and heating. The Standardbred season is defined as the period from October 15 – May 1. Priority for stall reservations will be given to Full Season stall rentals. Monthly Stall rentals will be available on a first come, first served basis after all Full Season stalls have been assigned. Payments received in full, in advance or upon arrival for all Full Season stalls, will receive a 5% discount.
01/2014	Horse Shows: Horse Shows are charged the Ground Use Fee plus all other applicable charges listed in the Fee Schedule. Overtime hours for staff will be billed at the established rate as per the Village's Service Fee Policy. Fees related to inspections of tents will be waived for all horse shows held on the grounds.
01/1997	Other: Tack Shop, Track Restaurant, Blacksmith Shop, and Trailer Space each have their own lease agreements, which are renewed annually with an adjustment according to the Consumer Price Index (CPI).

RECREATION – PARKS and RECREATION:

Council Adopted Date	Description	Fee/Charge	Unit
The fee for all Parks and Recreation programs, events, leagues and athletic events is the same regardless of the age of the participant unless specified otherwise in the Fee Schedule. No Pinehurst resident youth will be denied participation based on their ability to pay.			
01/2015	Non-Resident Family Membership	The cost of this membership is $60 and is good for one year from the date payment and application are received. It entitles every member of the family (Parents/Children) to register at the Resident rate for all Athletic Events, Athletic Leagues, Classes and Programs.	
01/2016	Outside Group Programs	Outside groups using Village facilities to conduct programs or classes approved by the Village Parks & Recreation Department will remit 10% of all fees collected. There will be no charge for the use of the facilities.	
Athletic Events The athletic events fee may be waived for youth at the discretion of the Director of Parks and Recreation.			
01/1997	Team Fee (Resident and Non-Resident)	$20.00 plus direct costs	per team
	Individual Fee:		
01/1997	Resident	$5.00 plus direct costs	per individual
01/2011	Non-Resident	Two times the resident fee	per individual
Athletic Leagues			
	Team Fee:		
01/1997	Resident	$40.00 plus direct costs	per team
12/2008	Non-Resident	$40.00 plus direct costs plus $20.00 per non-resident on roster	per team
	Individual Fee:		
06/2013	Resident	$20.00	per individual
06/2013	Non Resident	$40.00	per individual

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Classes/Programs The registration fee may be prorated by the Director of Parks & Recreation for participants who wish to attend after a class has started.			
01/1997	Resident	$5.00 plus direct costs	per participant
12/2008	Non-Resident	Two times the resident fee	per participant
Youth Day Camps The weekly rates for Youth Day Camps will be calculated and published in the Spring/Summer Program Guide. The deposit will be applied to the weekly rate and the balance of each week reserved is due one week prior to the start of each session. The registration fee may be prorated by the Director of Parks & Recreation for participants who wish to attend after a class has started.			
06/2013	Resident	$10.00 plus direct costs	per participant
12/2008	Non-Resident	One and a half times the resident fee	per participant
12/2007	Deposit	$25.00	per week reserved
General Fees The following fees may apply to all Parks and Recreation Facility Rental unless stated otherwise in the Fees and Charges Schedule.			
06/2013	Admission Charged	10%	gross sales
06/2013	Chairs-(only available on site)	$1.50 set up by renter $3.00 set up by Village staff	per chair
06/2013	Tables-on site	$4.50 set up by renter $9.00 set up by Village staff	per table
01/2016	Tables-off site (limited quantities)	$4.50 Resident $9.00 Non-Resident	per table
06/2013	Stage (4'x8' Section)	$15.00	per section per event
06/2013	Stage (24'x16' Full)	$180.00	per event
06/2013	Stage Setup/Breakdown	$200.00	per stage use
06/2013	Vendor/Exhibitor	$25.00	per vendor/exhibitor
06/2013	Sound System	$50.00	per event

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Facility Rental			
01/2012	Facility Rental Supervisor	$25.00 $10.00	first two hours each additional hour
06/2013 06/2013	**Athletic Facilities:** Resident/Non-Profit Non-Resident	$15.00 $30.00 $25.00 $50.00	per game/hour without lights per game/hour with lights per game/hour without lights per game/hour with lights
12/2008	Bleachers (Resident and Non-Resident)	$25.00	per bleacher per day
06/2013 06/2013	~~Cannon~~ **Park Picnic Shelters:** Resident/Non-Profit Non-Resident	$25.00 $15.00 $50.00 $15.00	first three hours each additional hour first three hours each additional hour
Temporary Use Permits			
01/2015	Application Fee	$50.00	per event
01/2015	Late Application Fee	$25.00	per event
01/2015	Bleachers	$50.00	per unit
01/2015	Greenway Trail Use	$50.00	per event
01/2015	Post Event Clean Up	$100.00	per event
01/2015	Street Closure	$50.00	per barricade point
01/2015	On-site Staffing (three hour minimum)	Duration and number of staff needed will be determined by Director of Parks & Recreation based on size and scope of event. Hourly rates will vary for staff scheduled to work an event.	

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Village Parks Rental fees and deposit requirements apply to non-profit organizations whose principal operating office is not within the Village of Pinehurst and to private groups or individuals. The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the grounds. Cancellation of an event results in forfeiture of all or a part of the deposit (30 days or less 100% retained, 31 days or more 50% retained). Deposits are refundable if grounds are properly cleaned by the user following the event and no damage to the grounds has occurred. **Arboretum Lawn** The Arboretum lawn is divided into three separate areas available for rent. The Pergola Garden is adjacent to the Assembly Hall, Joyce's Meadow is the large field below the Pergola Garden and the Magnolia Lawn is between the Entrance Structure and Overlook near the intersection of McCaskill and Magnolia Roads. **If more than one amenity is requested to be used, the package rate will apply per day.**			
Timmell Pavilion Only (includes tables and chairs)			
01/2015	**Pavilion rental:** Resident Non-Resident Resident and Non-Resident	 $180.00 $240.00 $40.00	 first three hours first three hours each additional hour
Grounds Only (includes tables and chairs)			
01/2015	**Pergola Garden:** Resident Non-Resident	 $450.00 $600.00	per day
01/2015	**Magnolia Lawn:** Resident Non-Resident	 $350.00 $450.00	per day
01/2015	**Joyce's Meadow:** Resident Non-Resident	 $600.00 $775.00	per day
01/2015	**All Grounds:** Resident Non-Resident	 $775.00 $1,000.00	per day

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Village Parks (continued)			
Grounds & Pavilion Rental (includes tables and chairs)			
01/2015	**Pergola Garden & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**Magnolia Lawn & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**Joyce's Meadow & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**All Grounds & Timmel Pavilion:** Resident Non-Resident	 $1,200.00 $1,600.00	per day
Staff			
01/2015	Set up/Breakdown crew for tables and chairs	$200.00	per event
Deposit			
01/2015	Timmel Pavilion only Deposit	$100.00	per event
01/2015	Multiple Amenities/Venues Deposit	$200.00	per event
Tufts Memorial Park			
06/2013	Deposit	$100.00	per event
06/2013	Resident	$250.00	per day
01/2015	Non-Resident	$325.00	per day
Special Events At the discretion of the Director of Parks and Recreation, a fee may be established for special events based on direct costs.			
01/1997	Resident and Non-Resident	No charge	per participant

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Workshops			
01/1997	Resident	$5.00	per participant
12/2008	Non-Resident	Two times the resident fee	per participant
Trips			
	Using Non-Village Owned Vehicle:		
01/1997	Resident	$5.00 plus direct costs	per participant
01/1997	Non Resident	$10.00 plus direct costs	per participant
	Using Village Owned Vehicle:		
01/1997	Resident	$5.00 plus direct costs and IRS mileage rate	per participant
01/1997	Non-Resident	$10.00 plus direct costs and IRS mileage rate	per participant
Other Fees			
12/2008	Overnight Parking (Resident and Non-Resident)	$2.00	per car per night

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
Parks and Recreation Fees and Charges Definitions In circumstances where demand is expected to exceed supply for classes and programs, Pinehurst residents will receive priority in registration by the establishment of advance registration dates open to Pinehurst residents only. Participants must live, own property, work, or go to school in Moore County. The parent(s) of youth participants must live, own property, work, or go to school in Moore County.	
01/1997	Athletic Events: Sport related programs that are held infrequently and last less than five consecutive days and/or are not limited to a minimum or a maximum number of participants (provided there are no facility or logistical limitations).
01/1997	Athletic Leagues: Organized sport related programs that encompass a certain number of teams.
01/1997	Classes: Programs that require more than one meeting time to complete.
12/2007	Day Camp Deposit: Amount due at registration to secure slot for each participant, per session. Deposit is non-refundable.
01/1997	Facility Rental: Fee charged for the use of Village owned property.
01/2012	Facility Supervisor: A person employed by the Parks and Recreation department who is responsible for opening a facility for rental, providing necessary equipment, and locking facility at the conclusion of rental.
01/1997	Indigent Youth: Child under the age of 18 and still enrolled in school who, or whose parents or guardian, are receiving governmental financial assistance.
07/2016	Non-Profit: Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7 with a physical location or offices located within Moore County, NC.
01/1997	Non-Resident: A person who does not reside inside the Village limits of Pinehurst nor who, or whose parents or guardian, pays Village of Pinehurst property taxes.
01/1997	Resident: A person who resides inside the Village limits of Pinehurst or whose parents or guardian, pays Village of Pinehurst Property taxes.
01/1997	Special Events: Programs that are held infrequently, last less than five consecutive days and/or are not limited to a minimum or a maximum number of participants (provided there is not facility or logistical limitations).
01/1997	Trips: Organized travel for a specific purpose.
01/1997	Workshops: One-day programs that are limited to a set minimum and maximum.

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
12/2008	**Refund Policy**

Purpose

To adopt a fair and equitable refund policy for all fee based classes, programs, and leagues that allows for sufficient cancellation time for programs with participant deficits.

Coverage

This policy, upon adoption by the Village Council, shall be applicable to all individuals registered in fee based programs conducted by the Parks and Recreation Department until such time as it is altered, modified, or rescinded by the Village Council.

Policy

If the department cancels a program, class, activity, or facility reservation, a FULL refund will be issued in the form of a check within two (2) weeks.

Once a person or team has registered for a program, class, activity, or league, or has reserved a facility or equipment, NO REFUNDS will be issued to that person or team UNLESS the department receives a request in writing five (5) working days prior to the first scheduled day of the program, class, activity, league action, or reservation.

When an individual registrant has cancelled under certain circumstances that qualify the individual for a refund, the refund will be equal to the amount paid by the registrant, less a $5.00 administrative fee and any non-refundable deposits that may be applicable.

When an adult athletic team has canceled under circumstances that qualify the team for a refund, the refund will be 75% of the team's registration fee. The $20 fee for non-resident team members is not refundable.

If a registrant cancels participation in a trip, a full refund, less a $5.00 administrative fee and any non-refundable deposits, will be issued if the trip is fully subscribed and the registrant's slot is filled. Otherwise, there will be no refund.

The Director of Parks and Recreation will determine refunds in any special circumstance not addressed by this policy.

VILLAGE- WIDE:

Council Adopted Date	
07/2013	

The Village Manager or designee may charge a fee not included in the fee schedule but are deemed appropriate for unique situations.

Fees for Co-Sponsored events will be determined by the Village Manager or designee.

The Village Manager or designee may waive any fee that is deemed in the best interest of the community.

SUMMARY FOR THE MONTH OF MAY 2016

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	*NUMBER THIS MONTH*	*NUMBER YTD*	*NUMBER THIS MONTH LAST YEAR*	*NUMBER YTD LAST YEAR*	*PERCENTAGE YTD*
Fire	4	17	8	34	-50%
Overpressure Rupture, Explosion, Overheat - no fire	1	3	0	2	50%
Rescue & EMS Incidents	20	156	11	28	457%
Hazardous Conditions - no fire	15	72	11	60	20%
Service Call	15	86	12	85	1%
Good Intent Call	28	89	19	123	-28%
False Alarm & False Call	16	107	23	112	-4%
Severe Weather & Natural Disaster	0	5	1	2	150%
Special Incident Type	0	1	0	0	100%
TOTAL INCIDENTS	**99**	**536**	**85**	**446**	**20%**

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	*NUMBER THIS MONTH*	*NUMBER YTD*	*NUMBER THIS MONTH LAST YEAR*	*NUMBER YTD LAST YEAR*	*PERCENTAGE YTD*
Residential	58	91	7	34	168%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	0	0	2	-100%
Commercial	0	1	51	173	-99%
Plan Review/Site Inspections	1	7	0	4	75%
Reinspection	0	10	44	166	-94%
Occupancy Certificates	0	0	0	0	0%
TOTAL INSPECTIONS	**59**	**109**	**102**	**379**	**-71%**
Violations Found:	0	0	62	342	-100%
YTD Violations to be Corrected:		0		193	
YTD Violations Corrected:		0		127	
Correction Percentage:		0%		66%	

June 3, 2016

J. Carlton Cole, Fire Chief

FIRE DEPARTMENT

395 Magnolia Road • Pinehurst, NC 28374 • Telephone (910) 295-5575 • Fax (910) 295-4861 • www.vopnc.org

Village of Pinehurst
Changes to Fees & Charges
Effective July 1, 2016

Parks & Recreation Fees

Recreation - Fair Barn (page 14-16)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Other Fees: Admission Charged	10%	-	10%	0%	Added language to clarify that non-profits are not required to share admission charged with the Village
Categories of Renters: Commercial	-	-	-	-	Modified the commercial renter definition to include any renter that does not qualify under another category.
Other Definitions: Sponsored/Co-Sponsored	-	-	-	-	Added a reference to the Village Sponsorship of Events Policy

Recreation - Harness Track (page 17-18)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Standardbred Stall Rentals: Full Season	900.00	27.00	927.00	3%	Increased Harness Track fees by 3%
Standardbred Stall Rentals: Monthly	400.00	12.00	412.00	3%	Increased Harness Track fees by 3%
Standardbred Other Fees: Grooms Quarters (Imp)	200.00	6.00	206.00	3%	Increased Harness Track fees by 3%
Standardbred Other Fees: Grooms Quarters (Un-Imp)	70.00	2.00	72.00	3%	Increased Harness Track fees by 3%
Horse Shows: Stall Rentals - 501(c)3 Organizations	-	-	-	-	Removed this stall rental category

Village of Pinehurst
Changes to Fees & Charges
Effective July 1, 2016

Parks & Recreation Fees (Continued)

Recreation - Parks and Recreation (page 22 & 26)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Facility Rental: Athletic Facilities	-	-	-	-	Added Non-Profit groups to the Resident rental category and rate
Facility Rental: Cannon Park Picnic Shelter	-	-	-	-	Chaged this definition to include all park picnic shelters and added Non-Profit groups to the Resident rental category and rate
Parks and Recreation Fees and Charges Definitions	-	-	-	-	Added a definition of Non-Profit groups to this section of the schedule

Police Staffing BIRDIE Team Presentation

June 28, 2016

Police Staffing

Police Staffing BIRDIE Team Members:

- Earl Phipps, Chief of Police
- John Cashion, Mayor Pro-Tem
- Ricky Gooch, Deputy Chief of Police
- Ray Evans, Police Lieutenant
- Richie Baker, Master Police Officer
- J. Carlton Cole, Fire Chief
- John Frye, Finance Director
- Angela Kantor, Human Resources Director
- Natalie Dean, Assistant Village Manager

BIRDIE

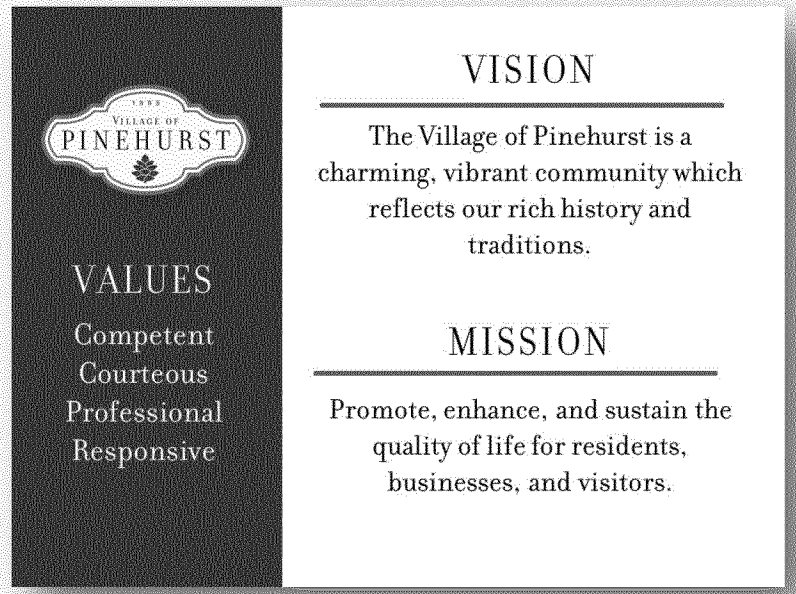
B Bring the opportunity forward
I Investigate the opportunity
R Review potential solutions
D Determine the solution
I Implement the solution
E Evaluate the solution

Police Staffing

Why Police Staffing Birdie:

- Determine overall effectiveness of current staffing levels, and the short term and long term staffing needs of the department. Allocate department resources more effectively to decrease the need for off duty personnel and be more proactive in crime control .

- Staff feels overworked, over tasked, morale is declining.



Police Staffing

What the Data Told Us:

- A review of the current organizational structure of the department indicated several opportunities to increase police officer capacity and efficiency through reorganization.
- A review of the current unpaid reserve officer program indicated the program is not effective at recruiting and retaining reserve officers.
- Officers have been rolling over vacation hours to sick time at a higher rate each year, indicating their inability to use vacation leave because they are using comp time instead.

Police Staffing

What the Data Told Us:

- Approximately 60% of the total sworn officer positions should be allocated to the patrol function. Currently, 87% of VOP sworn positions are allocated to patrol. (an increased focus in administrative and investigative resources is needed)
- The average workload for patrol staffing should not exceed 60%. The Team's analysis indicates that only 24% of available officer time is actually being recorded in the CAD system. This lead the team to conclude that there is sufficient officer capacity to handle the CFS ***or*** officer time is not been recorded properly in the CAD system.

Police Staffing

What the Data Told Us:

- significant increase in Part II crimes, particularly those that require more time to investigate, such as drug cases. Currently, the Village employs one detective and an increasing demand is being placed on patrol officers to perform investigative duties in order to clear crimes.
- From 2012 to 2015, the % of cases cleared has ranged from 41% to 53%, with a 4 year average clearance rate of 48%. This compares very favorably with benchmark comparisons.
- For NC towns with a population between 10,000 and 20,000 the Village has significantly fewer officers per 1,000 residents than the average of our peer group. Pinehurst average is 1.48 officers per 1000 residents. The NC towns average per 1000 is 2.72.

Police Staffing

What the Data Told Us:

- Current geographic accountability for patrol officers per patrol zone is substantial. The department restructure plan will address aspects of this concern during peak hours by reducing on duty staffing from low call volume times of day and increasing on duty staffing numbers during peak hours each day. However, as the village continues to grow, priority consideration should be given to increasing the number of patrol zones and officers on duty for all hours to allow for continued adequate response times to calls for service and patrol zone coverage.

Police Staffing

Key Process Requirements:

- Timely response to calls for service
- High visibility
- Low crime rate
- Cases solved or cleared - effective investigations
- Effective criminal prosecution
- Property recovery or restitution (victim advocacy)
- Traffic law compliance (enforcement, prevention, education)
- Low accident rate

Police Staffing

Evaluation of Solutions:

- Considered a variety of perspectives
- Evaluated five (5) solutions:

1. Restructure the Police Department.
2. Minimize non-essential calls for service (CFS), using technology when possible.
3. Convert the Reserve Officer Program to a paid program.
4. Seek ways to further utilize the Citizens on Patrol program.
5. Further evaluate a police take home vehicle program.

Recommendation 1:

Recommendation #1 - Restructure the Police Department

- By restructuring the department into two bureaus; Operation and Support, the department can meet the much needed distinction of having a dedicated patrol function, an administrative support function and an investigative function.

Recommendation 2:

Minimize non-essential calls for service (CFS), using technology when possible

- The BIRDIE team reviewed the 2015 CFS data to identify the call types that might provide opportunities to reduce officer time on non-essential duties and to make that time available for patrol duties. The team gathered information from frontline officers on where efficiencies could be gained.

  (For example, Installing automatic time locks on park restroom facilities)

Recommendation 3:

Convert the Reserve Officer Program to a paid program

- Currently reserve officers are not compensated and the BIRDIE Team believes that adding a compensation component may entice more sworn officers to stay with the Reserve Program.

Recommendation 4:

Seek ways to further utilize the Citizens on Patrol program

Seek input from Police staff and COP volunteers on ways to improve both the efficiency and effectiveness of the COP program, researching best practices of other police agencies, and selecting appropriate methods to implement. Currently, this recommendation is included in the 2017 SOP as an Initiative Action Plan for FY 2017.

Recommendation 5:

Further evaluate a police take home vehicle program

This would include the following:
Determine the advantages, disadvantages, costs, and non-financial implications of a take home vehicle program, and Formulate a Standard Operating Policy and Procedure on Take Home Vehicles if approved by management.

Police Staffing

Impact of Recommendations:

– Restructure the department	$19,300
– Minimize non-essential Calls for Service	$ 5,200
– Convert the Reserve Officer Program to a paid program	$37,800
– Seek ways to further utilize the Citizens Patrol volunteers	-
– Further evaluate a police take home vehicle program	
– TOTAL COSTS	$**62,300**

-

Implementation Timeline:

September 30 2016

Advertise and conduct hiring process for the reorganization and the paid reserve officers (#1/#3)

Complete evaluation of a take home car program (#5)

December 31, 2016

Complete department reorganization and hire paid reserve officers (#1/#3)

If approved, implement a take home car program (#5)

June 30, 2017

Implement recommendations to minimize non-essential calls for service (#2)

Implement improvements to the Citizen on Patrol program (#4)

Questions/Comments

Incident IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

May 2016 - May 2015

Part I Offenses	May 2015	May 2016	+/-	Percent Changed	Year-To-Date 2015	Year-To-Date 2016	+/-	Percent Changed
Murder	0	0	0	0%	0	0	0	0%
Rape	0	0	0	0%	0	0	0	0%
Robbery	0	0	0	0%	1	0	-1	-100%
Commercial	0	0	0	0%	0	0	0	0%
Individual	0	0	0	0%	1	0	-1	-100%
Assault	0	0	0	0%	2	0	-2	-100%
Violent Total:	**0**	**0**	**0**	**0%**	**3**	**0**	**-3**	**-100%**
Burglary	0	0	0	0%	0	0	0	0%
Residential	0	0	0	0%	0	0	0	0%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	3	3	0	0%	41	26	-15	-37%
Auto Theft	1	0	-1	-100%	1	0	-1	-100%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	**4**	**3**	**-1**	**-25%**	**42**	**26**	**-16**	**-38%**
Part I Total:	**4**	**3**	**-1**	**-25%**	**45**	**26**	**-19**	**-42%**

Part II Offenses	May 2015	May 2016	+/-	Percent Changed	Year-To-Date 2015	Year-To-Date 2016	+/-	Percent Changed
Drug	9	16	7	78%	34	78	44	129%
Assault Simple	1	0	-1	-100%	5	4	-1	-20%
Forgery/Counterfeit	0	1	1	-	1	2	1	100%
Fraud	5	1	-4	-80%	21	11	-10	-48%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	2	0	-2	-100%	4	1	-3	-75%
Vandalism	1	4	3	300%	7	18	11	157%
Weapons	1	0	-1	-100%	1	1	0	0%
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	0	0	0	0%
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	0	0	0%	1	1	0	0%
D.W.I.	3	0	-3	-100%	4	2	-2	-50%
Liquor Law Violation	0	1	1	-	0	2	2	-
Disorderly Conduct	0	0	0	0%	1	2	1	100%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	15	8	-7	-47%	82	77	-5	-6%
Part II Total:	**37**	**31**	**-6**	**-16%**	**161**	**199**	**38**	**24%**
Incident Total:	**41**	**34**	**-7**	**-17%**	**206**	**225**	**19**	**9%**

Arrest IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

May 2016 - May 2015

Part I Offenses	May 2015	May 2016	+/-	Percent Changed	Year-To-Date 2015	Year-To-Date 2016	+/-	Percent Changed
Murder	0	0	0	0%	1	0	-1	-100%
Rape	0	0	0	0%	0	0	0	0%
Robbery	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Individual	0	0	0	0%	0	0	0	0%
Assault	1	0	-1	-100%	3	0	-3	-100%
Violent Total:	**1**	**0**	**-1**	**-100%**	**4**	**0**	**-4**	**-100%**
Burglary	0	0	0	0%	0	0	0	0%
Residential	0	0	0	0%	0	0	0	0%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	3	2	-1	-33%	7	8	1	14%
Auto Theft	0	0	0	0%	1	0	-1	-100%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	**3**	**2**	**-1**	**-33%**	**8**	**8**	**0**	**0%**
Part I Total:	**4**	**2**	**-2**	**-50%**	**12**	**8**	**-4**	**-33%**

Part II Offenses	May 2015	May 2016	+/-	Percent Changed	Year-To-Date 2015	Year-To-Date 2016	+/-	Percent Changed
Drug	3	10	7	233%	30	82	52	173%
Assault Simple	2	1	-1	-50%	9	10	1	11%
Forgery/Counterfeit	0	0	0	0%	0	2	2	-
Fraud	1	0	-1	-100%	6	0	-6	-100%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	3	1	-2	-67%	8	4	-4	-50%
Vandalism	0	0	0	0%	3	2	-1	-33%
Weapons	0	0	0	0%	0	5	5	-
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	0	1	1	-
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	0	0	0%	0	0	0	0%
D.W.I.	9	9	0	0%	30	34	4	13%
Liquor Law Violation	0	2	2	-	3	8	5	167%
Disorderly Conduct	0	0	0	0%	4	2	-2	-50%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	1	1	-	0	1	1	-
All Other Offenses	34	28	-6	-18%	125	133	8	6%
Part II Total:	**52**	**52**	**0**	**0%**	**218**	**284**	**66**	**30%**
Arrest Total:	**56**	**54**	**-2**	**-4%**	**230**	**292**	**62**	**27%**

MINUTES OF
VILLAGE COUNCIL WORK SESSION
MAY 10, 2016

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

The Pinehurst Village Council held a Work Session at 4:30 p.m., Tuesday, May 10, 2016 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Ms. Claire L. Berggren, Councilmember
Mr. John Bouldry, Councilmember
Mr. Clark H. Campbell, Councilmember
Mr. John R. Cashion, Mayor Pro-Tem
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

And approximately 20 attendees, including 9 staff and 2 press.

1. **Call to Order.**
   Mayor Nancy Roy Fiorillo called the meeting to order.

2. **Presentation of the 2017 Strategic Operating Plan.**
   Village Manager Jeff Sanborn presented the Council and the public an overview of the recommended FY 2017 Budget and Strategic Operating Plan. He explained that a hard copy of the proposed 2017 Strategic Operating Plan was delivered to Council on May 2 and the document will be placed on the Village's website and a printed copy will be available at the front desk of Village Hall for public inspection.

   Mr. Sanborn explained the key components and enhancements to the 2017 SOP. Mr. Sanborn explained the items included in the FY 2017 Budget. He briefly reviewed the FY 2017-2021 Initiative Action Plans (IAPs), the budgeted revenues and expenditures, significant FY 2017 capital plans, the FY 2017-2021 financial forecast, and the FY 2017-2021 planned capital expenditures. Mr. Sanborn explained that the budget includes a half cent tax increase and showed a table comparing Pinehurst's tax rate to other municipal tax rates in Moore County and compared to our benchmark communities. Mr. Sanborn reminded Council of the two scheduled budget work sessions for May 11 and May 12 and noted a public hearing is scheduled for Tuesday, May 24 at 4:30pm with hopes for adoption on Tuesday, June 14 at 4:30pm. Council discussed reviewing the list of unfunded priorities.

3. **Village Council's work session discussion.**
   a. Role of CAC/Beautification Committee

      Councilmember Bouldry explained his involvement with the Community Appearance Commission (CAC) and the Pinehurst Beautification Committee. Councilmember Bouldry explained the roles and missions defined for the Community Appearance Commission and a priority list that the current CAC created. Mr. Bouldry suggested the CAC could look at architectural renderings for projects such as the Greens of Pinehurst for their advice and expertise only and the possibility of combining the CAC with the Beautification. Alan Hoy of the CAC explained the new PDO adoption took away many of the responsibilities of the commission and the group has met several months with no business to discuss other than grant projects. He also noted the CAC has suspended all meetings until the group can resolve these issues or combine the responsibilities with the Beautification Committee. Molly Rowell of the Beautification Committee asked for clarification on this suggestion before she can

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make her own recommendation. Mr. Sanborn explained his interpretation of NC legislation regarding the CAC to work on public projects and support policies, procedures, zoning, allowable uses, etc. from a broader policy standpoint. Council determined to take this discussion offline with staff, Councilmember Bouldry, and the Chairpersons.

b. Volunteer Term Limits

Village Manager Jeff Sanborn explained while reviewing the Volunteer Program Policy, staff noted the need to add a section about the term limit policy and asked for Council to review the current list. Councilmember Campbell suggested for Council consider limiting the Chairperson seat for a 2 year term (Beautification, CAC, HPC, and P&Z/BOA). Council determined for staff to work on a draft for Council to review for input.

c. Rattlesnake Trail property lease renewal/ Moore Co. Utilities

Assistant Village Manager Jeff Batton updated Council about the general terms for the lease of the Rattlesnake Trail property that Moore County continues to use. Staff has proposed a similar lease, including several discounts on irrigation taps and providing a sewer tap for the wash bay for the public services facility. Mr. Batton explained the term of the agreement was initially drafted for a vacate date of January 31, 2017 but the county has asked to push this back to June 30, 2017. Council agreed to these general lease terms. Jeff Batton also gave a brief update on the public services renovation project.

d. General Update on the Land Swap

Assistant Village Manager Jeff Batton noted this item is a sensitive matter but he has had good discussions with potential options for a land swap and in exchange the possibility to provide valuable opportunities for the Village. He also noted staff has reached out to the Sandsharks regarding the Rattlesnake Trail property and they remain interested but staff is waiting on a meeting date.

e. Discuss the NPS letter from Council regarding Village Green

Mayor Fiorillo explained that she has attempted to reengage with the NPS regarding the landmark status issues and the reasons why this should not be removed. She noted that the letter is not ready for Council to review but she anticipates this discussion with the NPS in the near future.

f. Greens of Pinehurst

Kevin Reed, Director of the Planning and Inspections, gave Council a briefing regarding the property at 205 McCaskill and the Planning and Zoning Board's recommendation for the rezoning request. Mr. Reed explained several conditions that the Planning and Zoning Board has recommended for the project and other issues that were raised in the review process.

g. Other Business

a. Councilmember Campbell shared that the splash pad is under construction and encouraged Council and the public to go over and see this.

b. Councilmember Campbell asked about the lowering of the Council chambers in Assembly Hall and staff explained that the cost of the bids have come back much higher than anticipated.

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c. Councilmember Campbell suggested getting a better understanding of the Manager's proposed changes for the hiring practices for the Fire Department and the Police Department. Council determined to put this on the next meeting agenda.

4. Review the preliminary list of items for the 5/24 Regular Meeting agenda.

Village Manager Jeff Sanborn submitted the following list of items for the May 24 Regular Meeting. Council did not hold a discussion on these items.

a. Presentation of NC Award for Excellence Level 3 Milestone
b. Presentation of resolutions to Marylyn Bonville, Ginsey Fallon, and Diane Halleen for their service on the Beautification Committee
c. Consider a resolution reappointing Molly Gwinn and Jim McChesney to the HPC.
d. Presentation of the FY 2016 Strategic Operating Plan Q3 Status Update
e. FY 16 Budget Amendments
f. Discuss supplemental fall leaf collection
g. Discuss and consider a resolution adopted a revised Volunteer Program Policy.
h. Consider the request for retiring police officer, Lt. Michael Wilson, to purchase service revolver.
i. Discuss and consider a resolution endorsing the creation of a NCDOT Comprehensive Transportation Plan for Southern Moore County.
j. Public Hearings:
   i. FY 17 Strategic Operating Plan and Budget Public
   ii. To consider an Official Zoning Map Amendment. This map amendment would rezone two parcels of land consisting of approximately .95 and 1.8 acres. These properties are addressed as 165 and 215 Dr. Neal Road. These properties are further defined as being Moore County LRK #'s 97000604 and 00036428. The properties are currently zoned OP (Office and Professional). This proposed map amendment would change the zoning of the properties to R-20 (Single-family Residential w/ a minimum lot size of 20,000 sq. ft.). The properties are currently vacant. The applicant and the owner for this rezoning is Kenneth Rhea.
   iii. To consider an Official Zoning Map Amendment. This map amendment would rezone two parcels of land consisting of approximately .11 and 6.4 acres. These properties are addressed as 205 McCaskill Road East. These properties are further defined as being Moore County LRK #'s 00025962 and 00025798. The properties are currently zoned NC (Neighborhood Commercial), VMU (Village Mixed Use) and PC (Public Conservation). This proposed map amendment would change the zoning of the properties to VMU-CD (Village Mixed Use- Conditional District). The property contains a vacant office building and outbuilding. The proposed use of the property is 72 apartment units and a mixed use commercial building containing ±35,000 square feet. The applicant is John Allen with Kuester Companies and the owners of the properties are Moore Investment Group, LLC and Resorts of Pinehurst Inc.
k. Closed Session to discuss Jeff Batton's Interim Manager Performance Review

5. Motion to Adjourn.

Councilmember Cashion moved to adjourn the Work Session. The motion was seconded by Councilmember Campbell and carried unanimously. The Work Session adjourned at 6:00 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

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PINEHURST PARKS AND RECREATION DEPARTMENT
CONCESSION AGREEMENT (EXAMPLE)

The Village of Pinehurst Parks and Recreation Department (PPRD) and Peter McNamara (Concessionaire) hereby enter into this agreement for the operation by a concessionaire of the Pinehurst Parks and Recreation Department's concession stands located at Rassie Wicker Park. The Concessionaire agrees to operate the concession stand in good faith and in accordance with the conditions listed below:

THE CONCESSIONAIRE SHALL

1) Ensure the concession stand operations shall meet all requirements as set forth by the State of North Carolina Department of Health and Human Services for Limited Foodservice Establishments. It is the responsibility of the Concessionaire to insure that the facility meets the guidelines for Limited Food Service Establishments.
2) Agree to accept all responsibility and liability regarding the Foodservice operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.
3) Agrees to obtain all appropriate permits from the appropriate departments, including the Moore County Health Department, prior to usage.
4) Will provide all equipment, supplies, items and articles necessary for provision of concession sales.
5) Will not hold the Village of Pinehurst or any of its employees responsible in the event of injuries to persons who operate the concession stand.
6) Will hold the Village of Pinehurst harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the Village for reasons associated with the concession operation.
7) Agrees to maintain the concession stand in a clean, sanitary and safe condition and leave the concession stand in the state of cleanliness in which it was found. The Concessionaire shall accept responsibility for any repairs necessitated by the negligence or willful acts of the Concessionaire's agents, volunteers or invitees. Any repairs necessary due to the latter should be planned, coordinated and executed with the assistance of the PPRD.
8) Agrees to operate concession stand for all approved PPRD programs during the time of the contract. Operation of concession stand during non PPRD events is allowed as long as approved by PPRD staff. The Concessionaire will operate on any other mutually agreed upon day. Concessionaire will open for business at least 30 minutes prior to the scheduled starting time of the first game/practice of the day/evening and close concession operation no earlier than 15 minutes following the end of the final game/practice on that day/evening. They will also need to be open during regular splash pad hours.

These times may be modified with approval of PPRD staff.

9) Special Events/Programs that the PPRD host will not be included in this contract. Special Events and Programs will be on a case by case basis and PPRD staff will inform the concessionaire if there is an opportunity during these events/programs.
10) The concessionaire is expected to operate on all baseball/softball tournament dates. However, should a tournament host/group request operation or control of the concession stand during that tournament, the concessionaire has first right of refusal. The tournament host/group will only be given permission to rent and operate the concession stand if the concessionaire opts not to run the concession stand himself/herself.
11) Shall provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service. Discriminatory methods of operation will not be tolerated.
12) Will notify the PPRD if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). PPRD may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another vendor for that time period with no recourse from the concessionaire.
13) Shall conform to and abide by all park/usage policies, Village and County ordinances, all state and federal laws and regulations that are applicable to public park concession sales and instructions from the PPRD staff.
14) Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession workers should not be minors unless directly supervised by an adult concession worker.
15) Agrees to honor any vendor contracts or concession-related obligations of the Village of Pinehurst.
16) Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices to the PPRD staff with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contact must be approved by PPRD staff. The Village of Pinehurst Parks and Recreation Department has the right of final approval of menu and pricing. PPRD reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
17) Agrees to pay PPRD **10** % per month on the gross receipts of sales in which the concession stand is open. These terms can be modified during the period of this contract if both parties agree to them. Shall submit a sales report and payment to the PPRD on a monthly basis. The sales report is due no later than the 15th day of the month following the report month, and must be accompanied by the appropriate payment. A sales report should at least consist of the days of operation and the sales total for each day.
18) Agrees to purchase and maintain at its own expense during the term of this contract the following insurance covering its operation, a copy of which is to be provided with the initial proposal to the PPRD:
    a) General Liability – Bodily and property damage liability as shall protect the Concessionaire and any subcontractor performing work under this contract from claims of bodily injury and property damage which arise from the operations of this contract whether such operations are performed by Concessionaire, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars ($1,000,000.00) bodily injury

each occurrence/aggregate, or one million dollars ($1,000,000.00) property damages each occurrence/aggregate, or one million dollars ($1,000,000.00) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.

b) Commercial concessionaires shall have Commercial General Liability with the same amounts and coverage listed in Item 1 (above).

c) Commercial concessionaires shall also have Workers Compensation insurance in the amount and form to meet all applicable requirements of the laws of the State of North Carolina.

THE PINEHURST PARKS AND RECREATION DEPARTMENT

19) Will provide all available utilities including power, water and sewer at no charge to the Lessee for the duration of the agreement as set forth above.
20) Shall be responsible for maintenance of the structure, plumbing, exterior walls, roofs, exterior and interior doors, interior electrical and any other repairs.
21) Will provide concessionaire with schedules of games, events and tournaments during the time of the contract. Notification of rescheduled games, events and tournaments will be given to the concessionaire as soon as dates are confirmed.
22) Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
23) Reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the PPRD.

OBLIGATION AND INDEMNITY

24) Neither party shall be held responsible to the other for losses resulting from fire, flood, ice snow, Act of God or any cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence the party is unable to prevent.
25) The Concessionaire agrees to indemnify and hold harmless the Village of Pinehurst from any and all liability incurred, and will take up and defend any litigation arising from, any injury or damage to any person or firm resulting from any negligent or willful act or omission of the concessionaire, its agents or employee
26) By signing below, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. This agreement will become null and void with written consent by both parties.

TERMS OF THE CONTRACT

27) This contract begins on July 1, 2016 and ends on June 30, 2017. The Pinehurst Parks and Recreation Department has the right to extend this contract for one additional year.

CANCELLATION OF CONTRACT

28) The PPRD reserves the right to terminate this contact immediately for any of the following reasons:
29) Inaccurate reporting and/or failure to pay required fees to the PPRD.

30) Opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.
31) Failure to properly serve at a scheduled or assigned event previously agreed upon by the concessionaire or opening too late and/or closing too early as determined by the Parks and Recreation staff.
32) Detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well-being of patrons, property or service of the PPRD.
33) Failure to comply with any aspect of this agreement.
34) Concessionaire extends concession operation to any other park, facility or area managed by the PPRD other than the concession stands listed in the first paragraph of this agreement, without the express, written consent of the PPRD.

SIGNATURES

_____ _____

(Concessionaire) Date

_____ _____

Official Representative Date

Pinehurst Parks & Recreation Department (PPRD)

PINEHURST PARKS AND RECREATION DEPARTMENT
CONCESSION AGREEMENT (EXAMPLE)

The Village of Pinehurst Parks and Recreation Department (PPRD) and Danielle Jones (Concessionaire) hereby enter into this agreement for the operation by a concessionaire of the Pinehurst Parks and Recreation Department's concession stands located at Cannon Park and Rassie Wicker Park. The Concessionaire agrees to operate the concession stand in good faith and in accordance with the conditions listed below:

THE CONCESSIONAIRE SHALL

1) Ensure the concession stand operations shall meet all requirements as set forth by the State of North Carolina Department of Health and Human Services for Limited Foodservice Establishments. It is the responsibility of the Concessionaire to insure that the facility meets the guidelines for Limited Food Service Establishments.
2) Agree to accept all responsibility and liability regarding the Foodservice operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.
3) Agrees to obtain all appropriate permits from the appropriate departments, including the Moore County Health Department, prior to usage.
4) Will provide all equipment, supplies, items and articles necessary for provision of concession sales.
5) Will not hold the Village of Pinehurst or any of its employees responsible in the event of injuries to persons who operate the concession stand.
6) Will hold the Village of Pinehurst harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the Village for reasons associated with the concession operation.
7) Agrees to maintain the concession stand in a clean, sanitary and safe condition and leave the concession stand in the state of cleanliness in which it was found. The Concessionaire shall accept responsibility for any repairs necessitated by the negligence or willful acts of the Concessionaire's agents, volunteers or invitees. Any repairs necessary due to the latter should be planned, coordinated and executed with the assistance of the PPRD.
8) Agrees to operate concession stand for all approved PPRD programs during the time of the contract. Operation of concession stand during non PPRD events is allowed as long as approved by PPRD staff. The Concessionaire will operate on any other mutually agreed upon day. Concessionaire will open for business at least 30 minutes prior to the scheduled starting time of the first game/practice of the day/evening and close concession operation no earlier than 15 minutes following the end of the final

game/practice on that day/evening. These times may be modified with approval of PPRD staff.

9) Special Events/Programs that the PPRD host will not be included in this contract. Special Events and Programs will be on a case by case basis and PPRD staff will inform the concessionaire if there is an opportunity during these events/programs.
10) The concessionaire is expected to operate on all baseball/softball tournament dates. However, should a tournament host/group request operation or control of the concession stand during that tournament, the concessionaire has first right of refusal. The tournament host/group will only be given permission to rent and operate the concession stand if the concessionaire opts not to run the concession stand himself/herself.
11) Shall provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service. Discriminatory methods of operation will not be tolerated.
12) Will notify the PPRD if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). PPRD may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another vendor for that time period with no recourse from the concessionaire.
13) Shall conform to and abide by all park/usage policies, Village and County ordinances, all state and federal laws and regulations that are applicable to public park concession sales and instructions from the PPRD staff.
14) Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession workers should not be minors unless directly supervised by an adult concession worker.
15) Agrees to honor any vendor contracts or concession-related obligations of the Village of Pinehurst.
16) Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices to the PPRD staff with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contact must be approved by PPRD staff. The Village of Pinehurst Parks and Recreation Department has the right of final approval of menu and pricing. PPRD reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
17) Agrees to pay PPRD **10** % per month on the gross receipts of sales in which the concession stand is open. These terms can be modified during the period of this contract if both parties agree to them. Shall submit a sales report and payment to the PPRD on a monthly basis. The sales report is due no later than the 15th day of the month following the report month, and must be accompanied by the appropriate payment. A sales report should at least consist of the days of operation and the sales total for each day.
18) Agrees to purchase and maintain at its own expense during the term of this contract the following insurance covering its operation, a copy of which is to be provided with the initial proposal to the PPRD:
    a) General Liability – Bodily and property damage liability as shall protect the Concessionaire and any subcontractor performing work under this contract from claims of bodily injury and property damage which arise from the operations of this contract whether such operations are performed by Concessionaire, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars ($1,000,000.00) bodily injury

each occurrence/aggregate, or one million dollars ($1,000,000.00) property damages each occurrence/aggregate, or one million dollars ($1,000,000.00) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.

b) Commercial concessionaires shall have Commercial General Liability with the same amounts and coverage listed in Item 1 (above).

c) Commercial concessionaires shall also have Workers Compensation insurance in the amount and form to meet all applicable requirements of the laws of the State of North Carolina.

THE PINEHURST PARKS AND RECREATION DEPARTMENT

19) Will provide all available utilities including power, water and sewer at no charge to the Lessee for the duration of the agreement as set forth above.
20) Shall be responsible for maintenance of the structure, plumbing, exterior walls, roofs, exterior and interior doors, interior electrical and any other repairs.
21) Will provide concessionaire with schedules of games, events and tournaments during the time of the contract. Notification of rescheduled games, events and tournaments will be given to the concessionaire as soon as dates are confirmed.
22) Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
23) Reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the PPRD.

OBLIGATION AND INDEMNITY

24) Neither party shall be held responsible to the other for losses resulting from fire, flood, ice snow, Act of God or any cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence the party is unable to prevent.
25) The Concessionaire agrees to indemnify and hold harmless the Village of Pinehurst from any and all liability incurred, and will take up and defend any litigation arising from, any injury or damage to any person or firm resulting from any negligent or willful act or omission of the concessionaire, its agents or employee
26) By signing below, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. This agreement will become null and void with written consent by both parties.

TERMS OF THE CONTRACT

27) This contract begins on July 1, 2016 and ends on June 30, 2017. The Pinehurst Parks and Recreation Department has the right to extend this contract for one additional year.

CANCELLATION OF CONTRACT

28) The PPRD reserves the right to terminate this contact immediately for any of the following reasons:
29) Inaccurate reporting and/or failure to pay required fees to the PPRD.

30) Opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.
31) Failure to properly serve at a scheduled or assigned event previously agreed upon by the concessionaire or opening too late and/or closing too early as determined by the Parks and Recreation staff.
32) Detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well-being of patrons, property or service of the PPRD.
33) Failure to comply with any aspect of this agreement.
34) Concessionaire extends concession operation to any other park, facility or area managed by the PPRD other than the concession stands listed in the first paragraph of this agreement, without the express, written consent of the PPRD.

SIGNATURES

_____ _____

(Concessionaire) Date

_____ _____

Official Representative Date

Pinehurst Parks & Recreation Department (PPRD)

MINUTES OF
VILLAGE COUNCIL SPECIAL MEETING
MAY 11, 2016

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

The Pinehurst Village Council held a Special Meeting (Budget Work Session) at 4:30 p.m., Wednesday, May 11, 2016 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Ms. Claire L. Berggren, Councilmember
Mr. John Bouldry, Councilmember
Mr. Clark H. Campbell, Councilmember
Mr. John R. Cashion, Mayor Pro-Tem
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Natalie Dean, Assistant Village Manager
Mr. John Frye, Director of Financial Services
Ms. Lauren M. Craig, Village Clerk

And approximately 13 attendees, including 11 staff and 1 press.

1. Call to Order.
Mayor Nancy Roy Fiorillo called the meeting to order.

2. Discussion of the Recommended 2017 Strategic Operating Plan.
Village Manager Jeff Sanborn presented the Council and the public an overview of the Recommended FY 2017 Budget and Strategic Operating Plan.

1) Process Overview
Assistant Village Manager Natalie Dean explained the process staff and Council took to develop the 2017 Strategic Operating Plan which included a strategy development, Council's confirmation of BSC and KPI targets, the financial forecast, submittal of departmental requests, 30 hours of Budget Review Committee meetings to review requests, Council input on plan preview, and the budget balancing and document production.

2) Strategic Priorities
Assistant Village Manager Natalie Dean shared the strategic priorities which are expressed as goals, strategic objectives, and key performance indicator targets on the Village's Balanced Scorecard (BSC). Ms. highlighted all of the initiatives in the five-year planning period. Upon discussion, Council directed staff to make two changes to the FY 2017 Strategic Operating Plan: 1) move the comp plan update one year to FY 2018-2019 and 2) move the shade structure for Rassie Wicker Park up one year to FY 2017.

3) Overview of Proposed FY 2017 General Fund Budget
Director of Financial Services John Frye gave an overview of the general fund budget. He highlighted the total General Fund Budget and expenditures which were provided by Function, Type, and Department within the document. He also shared information on the estimated fund balance.

4) General Fund Revenues
Director of Financial Services John Frye shared the general fund revenues total $18,249,985 in the proposed document. He discussed property taxes and the proposed property tax rate of $0.295. He discussed sales tax and electricity sales taxes, unrestricted intergovernmental revenues and restricted intergovernmental revenues. Mr. Frye noted permits and fees are up

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4.9%, primarily due to increased fire district revenues from Moore County and Taylortown. He also explained Sales & Services revenues are up 12.7%, primarily due to planned increases in Fair Barn and Recreation program revenues. Mr. Frye noted the fund balance appropriated is approximately $1 million.

5) General Fund Expenditures
Director of Financial Services John Frye gave an explanation about the General Fund expenditures and explained the proposed staffing of 136 full-time equivalents (FTEs). He explained the document includes additions in the Police Department for a two-officer traffic team, paid reserve officers, and administrative staffing pool. He also noted that it includes a part-time Welcome Center Coordinator, merit raises for employees at 0-3%, and 10% increase in group insurance costs. Mr. Frye discussed operating expenditures include resurfacing money for 4.5 miles of streets, Given Memorial Library funds, debt service expenditures for FY 2017, and capital expenditures for FY 2017. He noted there is a detailed listing of capital items funded in FY 2017 included in the document.

6) Five-Year Financial Forecast
Director of Financial Services John Frye shared the five-year financial forecast. He noted this is a new section that details the forecasting methodology which includes key assumptions used and planned revenues and expenditures for the forecast period. Mr. Frye discussed the Operating Margin and Fund Balance targets.

7) Capital Improvement Plan
Director of Financial Services John Frye shared the Capital Improvement Plan which totals of $10,230,700 in 5-year capital spending. He noted this includes a replacement of vehicles and equipment per replacement schedules and includes $5.7M in other capital additions, inclusive of $2.0M for recreation facilities in FY 2019 and FY 2020. A list detailing Fleet, IT, and capital additions in a five-year detail was also reviewed.

8) Other Items
Director of Financial Services John Frye reviewed the typical departmental budget format under the general fund and the line item details list that corresponds. Mr. Frye reviewed the budget reductions that occurred during the review committee process and Council held a discussion about these items. Natalie Dean suggested adding the budget document to Open Village Hall to receive public input from May 16-23 and Council determined to proceed with posting this.

Council agreed upon discussion to edit the proposed document by moving the Comp Plan initiative to FY 2018-2019 and the shelter for Rassie Wicker Park to FY 2017. Council discussed the tax rate increase and there were no objections with proceeding as proposed. Council determined to cancel the budget work session scheduled for Thursday, May 12.

3. Motion to Adjourn.
Councilmember Campbell moved to adjourn the Work Session. The motion was seconded by Councilmember Cashion and carried unanimously. The Work Session adjourned at 6:26 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

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STATE OF NORTH CAROLINA

COUNTY OF MOORE

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of this 1st day of July 2016, between the Village of Pinehurst, a Body Corporate and Politic in Moore County, North Carolina (hereinafter referred to as "Landlord") and " Wayne and Janet Rasmussen doing business as The Country Saddler" (hereinafter referred to as "Tenant");

W I T N E S S E T H

That, subject to the terms and conditions hereinafter set forth, the Landlord does hereby demise and let and the Tenant does hereby rent and hire from the Landlord, the Tack Shop (hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD the said Premises, together with all privileges and appurtenances thereunto belonging, unto the said Tenant, upon the terms and conditions hereinafter set forth:

1. TERM. The term of this Lease shall be for a period of three (3) years, commencing on July 1th, 2016 and ending on June 30th, 2019 at midnight. If an option to extend this Lease is not offered by the Landlord at the time and in the manner provided herein, Tenant shall have no right in or to the Premises after June 30th, 2019 at midnight. Should either party have reason to terminate the lease agreement prior to the terms contained herein, a minimum of sixty (60) day's written notice should be provided to the other party of their intention to terminate early.

2. RENTAL.

(a). Basic Rent The Tenant covenants and agrees to pay the Landlord during the initial term of this lease an annual basic rent of **$ 5,088.00** payable in 12 monthly installments of $424 per month. Landlord reserves the right to increase the rent by the consumer price index for each subsequent twelve-month period if it deems an increase is warranted. Rental fees are due from the Tenant to the Landlord by the 5th day of each month. Any payments received after this time will result in the Tenant being deemed in Default of this lease agreement and Landlord will exercise its rights accordingly.

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

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

4. USE OF PREMISES. The Premises shall be used for the sole purpose of operating a Tack Shop together with purposes incidental or related thereto. All other usages by Tenant of any part of the Premises must first be approved in writing by Landlord. Tenant will make no unlawful or offensive use of the Premises and will comply with all laws, ordinances and regulations of duly constituted governmental authorities.

5. ACCEPTANCE OF PREMISES. Tenant accepts the Premises in an "as is" condition and Landlord makes no representations or warranties regarding the condition of the Premises.

6. ALTERATION AND IMPROVMENTS. The Tenant shall have the right and privilege any time during the term of this Lease to make, at its own expense, such minor interior changes, improvements and alterations to the Premises as the Tenant may desire; provided, however, the Tenant shall not make any material or structural changes to the Premises without the prior written consent of the Landlord, and such alterations so made shall be made at the sole cost and expense of the Tenant. Any exterior improvements and alterations desired must be submitted to Landlord for written approval. Any and all interior and exterior improvements and alterations are also subject to approval by the Village Planning and Inspections Department and/or Pinehurst Historic Preservation Commission. Any improvements and alterations made without seeking all required approval could be grounds for eviction. Upon the termination or expiration of this Lease, all the said improvements shall remain in the Premises and become the sole property of the Landlord, and the Tenant will take any and all action and sign any and all documents reasonably required by the Landlord to effect or confirm the Landlord's ownership of said improvements.

Alterations and improvements, that are deemed necessary and/or desirable by the Landlord, may be eligible for a credit of 50% of the improvement's value toward the basic rent. The Landlord will make the sole determination as to whether a credit on rent would be applied. In such instances, the Landlord reserves the right to apply the credited amount over a period of up to twelve (12) months.

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

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

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

10. INDEMNIFICATION AND LIABILITY INSURANCE. The Landlord shall not be liable for any damage to property or person by reason of the Tenant's use or occupancy of the Premises, and the Tenant agrees to save the Landlord harmless from and against all claims, suits, actions, and the cost

and expense thereof, including attorney's fees, arising out of any property damage or personal injury whatsoever occurring in or on the Premises. The Tenant further specifically agrees that is will procure and keep in force at its expense commercial liability insurance in an amount of not less than $500,000 per occurrence. Tenant will cause a certification of insurance to be furnished to Landlord evidencing such coverage and said policy shall provide that said insurance may not be canceled without written notice to Landlord at least thirty (30) days prior to cancellation.

11. PROPERTY INSURANCE AND TAXES. Landlord shall keep the building of which the Premises are a part insured against loss or damage by fire or other casualty to the extent of the full insurable value thereof, excluding fixtures, improvements, alterations and changes made by Tenant. All insurance proceeds collected shall be used toward the full compliance with the obligations of Landlord set forth herein relating to the duty of Landlord to maintain the Premises in good repair. Tenant, at its sole cost and expense, shall keep all property and interests in property owned by Tenant located on or in the Premises insured for the benefit of Tenant in such amount and to such extent as Tenant determines desirable against loss or damage by fire and against other risks of a similar or dissimilar nature as are or shall customarily covered with respect to said property.

12. TAXES AND FEES. Landlord shall pay all ad valorem taxes which may be assessed, levied or charges against the Premises by governmental authorities, and the Tenant shall pay all operating license fees for the conduct of its business, and all ad valorem taxes, assessments and other governmental or public charges assessed, levied or charged against its personal property, trade fixtures, inventory, stock, or merchandise and other property owned by Tenant.

13. MAINTENANCE AND REPAIR. During the term of this Lease, the Landlord shall maintain, keep and repair at its own expense, the roof and exterior walls of the building, but Tenant shall give Landlord seven (7) days written notice of needed repairs and Landlord shall have a reasonable time thereafter to make them. Except for the roof and exterior walls, the Tenant shall keep and maintain the Premises, in as good order and condition and state of repair as the same is or may be put by Landlord, ordinary wear and tear excepted, and Tenant shall repair, restore and replace the same when necessary to so keep and maintain the Premises, all at Tenant's sole expense. Tenant further agrees that it is satisfied with the physical condition of the Premises and that it's taking possession of same is conclusive evidence of the same in good order and repair, and Tenant agrees that no representation as to the condition of repair has been made. It is understood and agreed, however, that any repairs estimated to cost more than $1,000.00 shall be considered a major repair, and the cost of same shall be borne by Landlord as funds are available.

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

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

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

17. SUBORDINATION. This Lease is subject and subordination to all deeds of trust

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

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

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

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

(a) Any installation of rent above referred to, or any other sums required to be paid by the Tenant hereunder, or any part thereof shall at any time be in arrears and unpaid by the specified due date and time;

(b) There may be default on the part of the Tenant in the observance or performance of any of the other covenants, agreements or conditions of this Lease, on the part of the Tenant to be kept or performed;

Then and in such event it shall be lawful for the Landlord, at its option, to declare the said term ended and to enter into the Premises or any part thereof, either with or without process of law, and expel the said Tenant, or any person or persons occupying the Premises, using such force as may be necessary to do so and so to repossess and enjoy the Premises as in Landlord's former estate all without prejudice to any other legal remedy Landlord may have on account of such default. Should the said term at any time be ended by the election of the Landlord, under the terms and conditions hereof, or in any other manner, the Tenant covenants and agrees to surrender and deliver up the said Premises and property peaceably to the Landlord immediately upon the termination of the said term. In the event Landlord determines Tenant is in Default of this agreement, written notice will be provided giving Tenant ten (10) days to vacate the facility.

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

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

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

AS TO LANDLORD: 395 Magnolia Road,
Pinehurst, NC 28374

AS TO THE TENANT: PO Box 5322
Pinehurst, NC 28374

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

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

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

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

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

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

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

LANDLORD:

_____ Date:_____
Village of Pinehurst

TENANT:

_____ Date:_____

VILLAGE OF PINEHURST
VILLAGE COUNCIL
CLOSED SESSION –MAY 24, 2016

395 MAGNOLIA ROAD
ASSEMBLY HALL
PINEHURST, NORTH CAROLINA
4:30 PM

MINUTES

At the regular meeting of the Pinehurst Village Council held at 4:30 p.m., Tuesday, May 24, 2016 in the Assembly Hall of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina, Councilmember Campbell moved to go into Closed Session pursuant to NCGS §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness and conditions of appointment of an individual public employee. Specifically, the Council will discuss the Interim Village Manager's performance review. The motion was seconded by Councilmember Berggren and carried unanimously with a vote of 5-0.

The following people were present:

Ms. Nancy Roy Fiorillo, Mayor
Ms. Claire L. Berggren, Councilmember
Mr. John Bouldry, Councilmember
Mr. Clark H. Campbell, Councilmember
Mr. John R. Cashion, Mayor Pro-Tem
Mr. Jeffrey M. Sanborn, Village Manager

MAYOR NANCY ROY FIORILLO CALLED THE MEETING TO ORDER.

The Village Council discussed Jeff Batton's performance as the interim Village Manager during FY15, and his resulting merit pay increase.

ADJOURNMENT.

Upon the conclusion of the Closed Session, Councilmember Campbell moved to adjourn the Closed Session and re-enter the Regular Meeting. The motion was seconded by Councilmember Berggren and carried unanimously.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

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MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
MAY 24, 2016

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

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, May 24, 2016 in the Assembly Hall of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Ms. Claire L. Berggren, Councilmember
Mr. John Bouldry, Councilmember
Mr. Clark H. Campbell, Councilmember
Mr. John R. Cashion, Mayor Pro-Tem
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren Craig, Village Clerk

And approximately 88 attendees, including 12 staff and 1 press.

1. **Call to Order.**
Mayor Nancy Roy Fiorillo called the meeting to order.

2. **Invocation and Pledge of Allegiance.**
Pastor Rod Stone from Community Presbyterian Church led the invocation and Joey Murden, first year Boy Scout with Troop 7, led everyone in the Pledge of Allegiance.

3. **Reports.**
Manager
- None.

Council
- None.

4. **Presentation of Level 3 Milestone Award for Excellence.**
North Carolina Secretary of Commerce John Skvarla presented the Village of Pinehurst with the Level 3 Milestone Award for Excellence which recognizes the Village's achievements in performance excellence, as measured by the Baldrige Performance Excellence Framework.

5. **Presentation of resolutions honoring members of the Beautification Committee (Bonville, Fallon, Halleen).**
Mayor Fiorillo presented the proclamations to Marylyn Bonville, Ginsey Fallon, and Diane Halleen for the service on the Beautification Committee.

6. **Motion to Approve Consent Agenda.**

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

A. Consider a resolution reappointing members to the Historic Preservation Commission (McChesney, Gwinn).
B. Consider a resolution honoring a member of the Board of Adjustment and Planning and Zoning Board (Sapp).

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C. Consider a resolution honoring a member of the Community Appearance Commission (Bozarth).
D. Budget Amendments Report
E. Approval of Draft Village Council Meeting Minutes.
April 6 Special Meeting
April 12 Work Session
April 13 Special Meeting
April 26 Regular Meeting
April 26 Closed Session
F. Public Safety Reports.
Police Department
Fire Department

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

7. Consider the request for retiring police officer, Lt. Michael Wilson, to purchase service revolver.
Jeff Sanborn explained that staff has received a request from Lt. Michael Wilson to purchase his service revolver and be awarded his badge upon his retirement and the Village's Retirement and Recognition Gifts Policy sets the price for the revolver and badge for an officer with more than 20 years of service at $1. Upon a motion by Councilmember Cashion, seconded by Councilmember Campbell, Council unanimously approved the request for retiring police officer, Lt. Michael Wilson, to purchase his service revolver and be awarded his badge upon his retirement by a vote of 5-0.

8. Consider a contract for Legal Services for FY 2017.
John Frye, Director of Financial Services, explained the need for Council to consider renewing the contract for legal services with Van Camp, Meacham, & Newman, PLLC for FY 2017. Mr. Frye noted a few minor adjustments to the contract. Upon a motion by Councilmember Campbell, seconded by Councilmember Cashion, Council unanimously authorized the Mayor or her designee to execute the contract with Van Camp, Meacham, and Newman, PLLC for FY 2017 legal services by a vote of 5-0.

9. Consider authorization of lease with Moore County for Rattlesnake Trail property.
Council and staff determined to table this item for a future meeting.

10. Motion to recess the Regular Meeting and Enter into a Public Hearing.
Councilmember Berggren moved to recess the Regular Meeting and Enter into a Public Hearing. The motion was seconded by Councilmember Bouldry and carried unanimously with a vote of 5-0.

11. Public Hearing No. 1
The purpose of this public hearing is to discuss the proposed Fiscal Year 2017 Budget for the Village of Pinehurst.

Village Manager Jeff Sanborn gave a brief presentation overviewing the contents in the proposed FY 2017 Budget. Mr. Sanborn explained this was developed to achieve the Council's vision and mission and complies with the GFOA Distinguished Budget Presentation Award. He noted the four areas of focus and the 18 Initiative Action Plans (IAPs). Mr. Sanborn noted the $18.2 million budget includes a ½ cent property tax rate increase to $0.295 and includes $1 million appropriated fund balance and an addition of 3.75 full-time equivalents and he reviewed budgeted revenues and expenditures. The audience reviewed the comments provided on Open Village Hall.

Public Comments:

- John Taylor of Cherokee Road asked the Manager to comment on the increases of benefits and the increases for salaries. The Manager addressed the process for how staff made the determination for benefits this year and Jeff Batton noted it ended up being a 4.7% increase

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with several changes. John Frye said merit increases are ranging 0-3% which is consistent with what we gave last year. Jeff Sanborn noted staff completes a market study on 1/3 of the Village's salaries to assess if they are being paid fairly.

- Councilmember Bouldry explained the Council was able to review the non-funded priorities this year which helped see what the Department Heads priorities did not get funded.
- George Bonville of 13 Vernon Rd said he feels like we are in the military with the increase in the budget request every year and how the nation is in debt and the retirees are not getting COLAs anymore. He also noted concern with the large homes if property taxes increase. He also asked what the cut were this year in the budget.

12. Public Hearing No. 2

The purpose of the public hearing is to consider an Official Zoning Map Amendment. This map amendment would rezone two parcels of land consisting of approximately .95 and 1.8 acres. These properties are addressed as 165 and 215 Dr. Neal Road. These properties are further defined as being Moore County LRK #'s 97000604 and 00036428. The properties are currently zoned Office and Professional (OP). This proposed map amendment would change the zoning of the properties to R-20 Residential (Single-family Residential w/ a minimum lot size of 20,000 sq. ft.). The applicant and the owner for this rezoning is Kenneth Rhea.

Kevin Reed, Director of Planning and Inspections, explained the applicant has requested a rezoning of two tracts of land, one consisting of ±.95 acres and one consisting of ±1.8 acres. Both properties are currently zoned OP (Office and Professional). The rezoning request would change the zoning of these properties to R-20 (Single Family Residential) which has a minimum lot size of 20,000 square feet. This property is addressed as 165 and 215 Dr. Neal Rd. Mr. Reed noted the P&Z Board voted unanimously to recommend to the Village Council the rezoning be approved and Mr. Reed also noted this rezoning is consistent with the 2010 Comprehensive Long Range Plan.

Public Comments:

- Rick Reese of 210 Safford Drive has a concern with this development and asked Council to protect the 30 year existing neighborhood at Midland CC and to protect the trees from being cut down.
- Margaret Goodfellow of 220 Safford Drive said her street in Midland CC has 25 homes and her major concern is the sewer system. She is hoping the county will look at this sewer line to make sure it is large enough for this additional 20 plus people in the homes going in on these lots.
- Nancy Allen of 240 Safford Drive explained she lives the closest and she has a concern about the access to the two lots that could have two single family residences on it. She is concerned the construction will cause a major disruption and damage the trees on the back of the lot. She also noted concern regarding the storm sewer system.
- Dr. Ken Rhea owner of the property said the Planning Board voted on this unanimously. He noted the lot of concern will have one nice house and the 1.8 acres will have two houses. He spoke with to Moore Co. public utilities and they see no issues tying into the sewer system. He said he will still own the veterinarian practice and the pet cemetery will also stay there and he will still own 3.25 acres. He has two people with contracts on these pieces of land and the houses will be 4,500-5,000sf.
- David Johnson said the question is whether we are going to down zone from office professional to residential and he thinks everyone would agree it should be residential in that area.
- Bob Klug owns Midland Country Club and he knows Ken and has no objection to what he is trying to do. He said the sewer needs to be looked at to get a manhole to tie in. He said the capacity concern should be verified and the storm sewer at the end of the cul-de-sac has had issues in the past and if there is going to be water runoff at the higher end, there would be a concern.

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13. Public Hearing No. 3

The purpose of the public hearing is to consider an Official Zoning Map Amendment. This map amendment would rezone two parcels of land consisting of approximately .11 and 6.4 acres. These properties are addressed as 205 McCaskill Road East. These properties are further defined as being Moore County LRK #'s 00025962 and 00025798. The properties are currently zoned Neighborhood Commercial (NC), Village Mixed Use (VMU) and Public Conservation (PC). This proposed map amendment would change the zoning of the properties to Village Mixed Use-Conditional District (VMU-CD). The property contains a vacant office building and outbuilding. The proposed use of the property is 72 apartment units and a mixed use commercial building containing ±35,000 square feet. The applicant is John Allen with Kuester Companies and the owners of the properties are Moore Investment Group, LLC and Resorts of Pinehurst, Inc.

Kevin Reed, Director of Planning and Inspections, explained the applicant requests a conditional district rezoning of two parcels consisting of +/- 6.495 acres (.11 acres and 6.4 acres). The properties are currently zoned Village Mixed Use (VMU), Neighborhood Commercial (NC) and Public Conservation (PC). The rezoning request would change the zoning to Village Mixed Use-Conditional District (VMU-CD) in order to construct a 72 apartment dwellings and mixed use building of ±35,000 square feet to be occupied by residential, office and retail uses. The property is addressed as 205 McCaskill Road East. Mr. Reed noted the P&Z Board voted unanimously to recommend to the Village Council that the rezoning be approved with 9 conditions to be addressed by the applicant prior to the Village Council's public hearing on the request and Mr. Reed also noted this rezoning is consistent with the 2010 Comprehensive Long Range Plan.

Public Comments:

- John Allen with Keuster Development thanked the Village Council for their time to hear this. He explained his history of visiting the Village and he believes the local shops would benefit from this multi-family development. He said a number of market studies have been completed and he said multi-family offers a means for individuals to downsize without leaving Pinehurst and also to start a career life. He said the proposed Greens project is a planned investment of nearly $12 million and this will be on the largest in Pinehurst in many years. He noted The Greens will include secured access, multiple patio areas with grills and fire pits, community gathering room, property bar, and an onsite property manager. He said this is a well located, well planned development and is a small apartment community. He urged Council to support and promote this project.
- Bob Koontz with KoontzJones Design lives at 20 Cardinal Run in Pinehurst. He said this will be a catalyst for the Village to start Village Place development. He reviewed the site data, site context and location information, existing conditions, previous studies in the area, proposed zoning, proposed site plan and proposed architectural character. He explained the project is proposed a Village Mixed Use- Conditional District for the 6.495 acres. He explained a neighborhood meeting was held on November 11, 2015. He shared the existing zoning map for the area and aerial views and photos of the existing conditions. He shared specific information from the Comprehensive Long Range Plan, New Core Master Plan, and the Village Place Project Implementation Report. He shared the master plan of the development. He said a permanent connection to Rattlesnake Road is being discussed currently with the adjacent owner. He noted it would include 72 units (748sf-1,325sf) including 1, 2, and 3 bedroom units, mixed-use space of 30,000-35,000sf and explained the impervious surface. He explained the variance request for the required setback due to the grading of the property. Mr. Koontz said their traffic engineer reviewed the trip generation and estimated 31 trips at peak for Rattlesnake and 26 trips at peak for McCaskill and he shared the traffic data and site distance.
- Mark Fishero with FMK Architects from Charlotte explained the research analysis that was completed for this project in Pinehurst for context driven design work. He shared a view of

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the proposed building and its architectural character that was chosen for this project and he shared material examples for the different parts of the building. He also shared details of the covered porch, the balcony and patio plans, and garages.

- Mr. Koontz shared results from the building height study using a balloon and views from different angles of the project. Mr. Koontz explained there were 9 conditions that made it from the Planning Board and he addressed each of the conditions. Mr. Koontz shared the positive changes for the community including the Village Green and he thinks this project is the change for the area and would be a good catalyst for the redevelopment of Village Place.
- John Strickland noted issues of density and the traffic impact. He also said there are other key issues: 1) this proposal provides a storm water drainage basin on Village property which creates a long term hidden cost to maintain and creates an eye sore leading to Village Hall and the Arboretum. 2) The proposal is a 3 acre plan not the 6.5 acre plan and they have no intention to complete the plan submitted. 3) Other apartment complexes are under construction in Southern Pines so why is this concept appropriate for Pinehurst. 4) He asked if this will enhance the Pinehurst image, will this sell homes and bring permanent residents or turn people away from Pinehurst. He suggested for Planning and Zoning to come back to Council with their response after receiving this commentary tonight regarding the conditions.
- Bart Boudreaux of 10 Everette Road has been coming to Pinehurst for 20 years and moved here full-time last year and he thinks this is the biggest threat to the integrity of the Village since Diamondhead had it in the 1970s. He thinks the historical piece of the Village is something we have to maintain.
- Pat Corso, Executive Director of Partners in Progress and a resident of Pinehurst at 1 Chalford Place, said he recognizes one size does not fit all for improving the quality of life and we have limitations for what can be allowed in Pinehurst for good reason. He noted that Partners in Progress encouraged the Village Place Master Plan by Ian Colgan in 2013 which explained the need for an anchor in this area. Mr. Corso said this project would create vibrancy in the core Village area and the high density will help the area. He explained key concepts of new urbanism and how this project will enhance the character, ambiance, and quality of life in the Village. He said the benefit will increase the tax base, revitalize a bad area, and signify renewal and change for the common good.
- Stuart Mills of 75 Shaw Rd SW said he raised his family here and owns three small businesses based in Pinehurst. He said this project sounds like just what we need in Village Place, is high quality, and will help disperse the tax burden. He explained he is a contributor to the Arboretum and believes it is currently underutilized. He said the property under consideration is neglected and surrounding properties have deferred maintenance.
- Judy Davis of 155 Everette Road and President of the Pinehurst Civic Group, handed out an email to the Village Council with feedback from the Civic Group. She summarized that the commentary does not support the zoning requests as proposed. She noted a comment that more time is needed for the Village to evaluate the wisdom of this project. On a personal note she would like to see a rendering coming down Magnolia during the daytime and at night. She appreciated learning about the traffic study but recommended a right turn only out of McCaskill. She also suggests the Council retain the suggestion to keep the minimum size unit at 900sf. She said Phase 2 is unknown and this is a problem in approving the land use. She explained she respects what Pat Corso says about the first project and she said this first project needs to be stunning.
- Sam Carubba of 225 Midland Road and owns rental properties at 5 McCaskill and 15 Page Road thinks the harm to the community would be for those who currently own rental properties. He attended the Planning Board meeting and he wonders if the person who owns the 1/3 of this property, who will be handcuffed to fulfill the site plan, has ever been in attendance. He asked if the people who move into these apartments will get involved in the community and he noted concern about the length of the lease which he learned would be 6 months minimum.

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- John Taylor of Cherokee Road said 23 years ago tomorrow he closed on the purchase of his house in Pinehurst and has lived here full time for 3.5 years. He is concerned about the scale of the building, Phase 2, the minimum apartment size, and he asked if it would be conceivable to do this as a two story project to alleviate density concerns. He noted there were only 6 projected trips that came out of this project and turned downtown so there is a disconnect between the impact of this project and the central business district of the Village. He also asked if there are rent concessions or property tax concessions.
- Patrick Pizella of 170 Palmetto Road complemented the presenters on the polished presentation. He said when he first came here, he learned about the history of Pinehurst and he looked at this study and thinks this is uncharacteristic for the Village. He said the comments were contradictory regarding who would live there and the traffic impact. He said something needs to be done with the area but this proposal does not leave the taste of Pinehurst. He said new urbanism is not what attracted him to Pinehurst and there is a difference between the Village Green and a 72 unit apartment complex.
- Dominque Reyes of 105 Fields Road is concerned about the six month rental properties, the minimum square footage which should be around 900-1000sf, and children's safety on her road due to the increase of traffic of this apartment complex. She is concerned about children who would be playing at this development because there is not a crosswalk to the Arboretum. She said the unknown of Phase 2 is concerning and does not feel this particular project is the right project. She would like to see ownership rather than rentals. She explained why she chose Pinehurst to live.
- John Allen clarified several points brought up by residents. He said they do not own Phase 2 so there is no interest in the property. He also shared they are not developing other multi-family properties in the area. He said the storm water is not being detained on Village property. He said the density reduction cannot be reduced from the 72 unit project to be managed professionally. He noted the size of the units is well within market and there are many one bedrooms in Pinehurst that are less that being proposed. He explained the standard lease is a one year lease but there may be a rare occasion for a six month lease.
- John Koontz said there is no intention of what would be developed on Phase 2 and any deviations from the master plan would have to come back before Council. He noted one of the conditions is that any building that comes before the Council for Phase 2 would have the same design review that was done on the apartment building to deviate from the plan. The traffic generation regarding six trips in one direction was only based on the one peak hour.
- Mayor Fiorillo thanked the planning board for their work on this submission.

14. Motion to Adjourn Public Hearing and Re-Enter Regular Meeting.

Councilmember Campbell moved to adjourn the Public Hearing and re-enter the Regular Meeting. The motion was seconded by Councilmember Berggren and carried unanimously with a vote of 5-0.

15. Consider an ordinance adopting the Fiscal Year 2017 Budget.

Upon a motion by Councilmember Cashion, seconded by Councilmember Berggren Council unanimously approved Ordinance 16-09 adopting the Fiscal Year 2017 budget for the Village of Pinehurst by a vote of 5-0. (A copy of this ordinance can be found in the Ordinance Book.)

16. Consider an ordinance amending the Official Pinehurst Zoning Map (165 and 215 Dr. Neal Road).

Council held a discussion about this property and Kevin Reed, Director of Planning and Zoning explained that this property falls within the Village's ETJ but it is not in Southern Pines or the Village of Pinehurst and is on the Pinehurst side of the annexation agreement with Southern Pines. Bruce Gould explained how some of the storm water issues could not be addressed as a single family residence. Upon a motion by Councilmember Campbell, seconded by Councilmember Cashion, Council unanimously approved Ordinance 16-08 amending the Official Pinehurst Zoning Map for the properties addressed at 165 and 215 Dr. Neal Road and that the proposed amendments to the Pinehurst Development Ordinance are consistent with the goals outlined in the 2010 Comprehensive Long Range

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Plan and are considered reasonable and in the best interest of the public as referenced in the memorandum dated May 11, 2016 from Kevin Reed, Director of Planning and Inspections by a vote of 5-0. (A copy of this ordinance can be found in the Ordinance Book.)

17. Consider an ordinance.
Councilmember determined to continue the discussion at the work session.

18. Other Business.
- None.

19. Comments from Attendees.
- None.

20. Motion to go into Closed Session pursuant to NCGS §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness and conditions of appointment of an individual public employee. Specifically, the Council will discuss the Interim Village Manager's performance review.
Councilmember Campbell moved to go into Closed Session pursuant to NCGS §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness and conditions of appointment of an individual public employee. Specifically, the Council will discuss the Interim Village Manager's performance review. The motion was seconded by Councilmember Berggren and carried unanimously with a vote of 5-0.

21. Motion to adjourn the Closed Session and re-enter the Regular Meeting.
Councilmember Campbell moved to adjourn the Closed Session and re-enter the Regular Meeting. The motion was seconded by Councilmember Berggren and carried unanimously with a vote of 5-0.

22. Motion to Adjourn.
Councilmember Campbell moved to adjourn the Regular Meeting. The motion was seconded by Councilmember Berggren and carried unanimously. The Regular Meeting adjourned at 8:05 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

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REQUEST FOR SPECIAL INTENSITY ALLOCATION
75 TROTTER HILLS CIRCLE
REPORT TO VILLAGE COUNCIL
June 22, 2016

Prepared by the Pinehurst Planning and Inspections Department

Request

The applicant seeks a Special Intensity Allocation (SIA) in order to construct a new office building at 75 Trotter Hills Circle. Section 8.3.3.5 (b)(2) of the Pinehurst Development Ordinance (PDO) indicates that up to 10 percent of the balance of the watershed may be developed for non-residential and multi-family uses allowing up to seventy percent built-upon area on a project by project basis. Development seeking to establish additional impervious surface allotments in the Watershed may do so only after Village Council approval of a Special Intensity Allocation (SIA).

Note: As the proposed improvement will disturb less than 2 acres of land, Minor Site Plan approval is required by Village staff only.

Project Profile

Applicant	SMI II, Inc. Michael Rokoski PO Box 1087 West End, NC 27376
Property Owner	James Kirkpatrick PO Box 1087 West End, NC 27376
Moore County LRK #	96000379
Property Location	75 Trotter Hills Circle
Zoning	Office & Professional: This district is established as a district in which the principal use of land is for office and professional service uses and their supporting uses. Watershed Protection Overlay District: The purpose of this district is to ensure the availability of public water supplies at a safe and acceptable level of water quality for present and future residents of the Village and the surrounding region.
Land Area	1.00 acres

Current Land Use Vacant

Project Analysis

The applicant is proposing to construct an 8,704 square foot office building with associated parking, landscaping and walkways. In accordance with Section 8.3.3.5 (b)(2) of the PDO, ten percent of the WS II Watershed can be granted a Special Intensity Allocation (SIA). This will yield an area of 819.84 acres eligible to receive this Special Intensity Allocation. This SIA would grant relief from the WS II maximum impervious built upon area of twelve percent and increase that to seventy percent or the maximum impervious built upon area for the underlying zoning district, whichever is more stringent. The proposed project will involve a 1 acre tract. This request is for 1 acre of Special Intensity Allocation to be granted. Please note that the total impervious surface on this property after the proposed development will equal 66.9%. The maximum allowable impervious surface within the Office and Professional Zoning District is 70%.

The table below outlines activity in the Watershed II since August 1996.

Date of Village Council Action	Project	Amount of Built Upon Area Requested	Balance of area in Watershed that can be built upon if granted
N/A	N/A	N/A	819.84 acres
12/12/96	MOWASA	.15 acres	819.69 acres
1/21/97	Love Grove Freewill Baptist Church	.06 acres	819.63 acres
2/17/97	Moore Co. Landfill	2.58 acres	817.05 acres
6/16/97	Quail Haven	6.7 acres	810.35 acres
7/21/97	Deep Creek Baptist Ch.	.26 acres	810.09 acres
7/21/97	Pinehurst Resorts	.5 acres	809.59 acres
8/18/97	Boles Funeral Home	.69 acres	808.9 acres
3/16/98	Quail Haven	6.7 acres	802.2 acres
6/15/98	Quail Haven	.006 acres	802.194 acres
8/17/98	G.C. #1 Restrooms	. 017 acres	802.177 acres
10/26/98	Congregational Ch.	.87 acres	801.307 acres
10/26/98	Pinehurst Resort CC	12.83 acres	788.477 acres
10/26/98	Golf Learning Ctr.	1.86 acres	786.617 acres
10/26/98	Landfill	.15 acres	786.467 acres
3/15/99	Congregational Church	.023 acres	786.444 acres
4/19/99	Pinehurst Track Restaurant	.01 acres	786.434 acres
6/21/99	Quail Haven	.01acres	786.424 acres

	Retirement		
5/30/00	Pinehurst Resort Green House	.87 acres	785.554 acres
1/23/01	The Pinehurst Company	.02 acres	785.534 acres
1/23/01	The Pinehurst Company	.59 acres	784.944 acres
5/22/01	Quail Haven Retirement	.0220 acres	784.922 acres
7/24/01	Trotter Hills Development, Lots 15,16, and 17	1.56 acres	783362 acres
10/8/01	Pinehurst Hardware	.35 acres	783.012 acres
1/16/04	Moore County ABC Store Hwy 5	.377 acres	782.635 acres
8/2/04	Rudd Office Building	.34 acres	782.295
12/16/08	Community One Bank/ Lot 1 Trotter Hills	1.44 acres	780.855
1/10/12	Quality Care Pharmacy	1.44 acres	779.415 acres
1/8/13	Village Green	6.63 acres	772.785 acres
11/18/13	Terry Riney Office/ 15 Trotter Hills Circle	1.14 acres	771.645 acres
9/8/15	Sandhills Alliance Church 111 Trotter Dr.	1.54 acres	770.105
6/28/16	Kirkpatrick Office Building 75 Trotter Hills Circle	1 acre	769.105

****** These calculations reflect the additional allocations transferred from Moore County in 2012******

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. 2016** 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, 2016** through **June 30, 2017**, 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 #1 and #2 above in accordance with the attached Schedule A, which may be amended during the year as new homes are constructed.

   Residences listed on Schedule A as "Full" or "Rental" = $22.42 per month for collection of household trash, recycling, and yard debris.

Residences listed on Schedule A as "Partial" = $16.74 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, 2016, October 1, 2016, January 1, 2017, and April 1, 2017, 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 charged to the Village account using contractor truck numbers. Truck numbers must be provided at scale house and 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 at times and frequencies set forth above.
10. The Contractor further covenants and agrees that he/she will include in his/her services the removal of all refuse of any nature placed in the containers; and a reasonable and normal amount of cartons, newspapers and the like, and that he/she will include in his/her services the removal of a reasonable amount of yard debris, which must be bagged or bundled, and it is mutually understood and agreed that the disposal and removal of cartons, boxes and waste

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

11. Contractor further covenants and agrees that he/she, his/her employees, assistants or agents will refrain from crossing a homeowner's property in front or back of a house to make any pickups, unless expressly permitted by the homeowner on either side and that normal procedure provides that the contractor, his/her employees, agents or assistants will proceed to the location on each property owner's premises where the refuse is stored and will remove the same directly back to the street where the collection vehicle is located without crossing the property of any adjacent or nearby property owner.
12. Contractor further covenants and agrees that collections will be made each week throughout the aforementioned area and should any holiday or external event interfere with this normal routine, Contractor will utilize any off-duty time to complete the regular collections each week; and it is understood and agreed that equipment failures shall be no reason for Contractor to avoid his/her responsibility for the collections required, and that it will be incumbent upon him/her to have available stand-by equipment to take care of such contingency.
13. Contractor covenants and agrees with the Village that in the event a pickup should be missed at any time, for reasons not the responsibility of the Village, or he/she should fail to remove all the household trash, recycling, and yard debris available for pickup, the sum of five ($5.00) dollars per home collection missed will be deducted from that month's payment by the Village, as liquidated damages, forfeited by the Contractor.
14. It is understood and agreed that the Contractor shall be responsible for all worker's compensation and other types of insurance necessary to protect themselves and the Village from any liability whatsoever and the Contractor will provide the Village with a copy of each Policy (see attached insurance memorandum of understanding that is hereby made a part of this contract by reference). Contractor shall pay all taxes and other expenses required in his/her business, and it is clearly understood and agreed that the Contractor is an independent contractor operating strictly on his/her own and in no sense is he/she to be considered as an employee of the Village of Pinehurst.
15. 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 C.P.I. 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 annual C.P.I. amount realized by the contractor as a result of this and only this occurrence can be passed on to the Village.
16. 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.
17. Inasmuch as the Village Council of the Village of Pinehurst has the responsibility, as a governmental function, to collect and dispose of household trash, recycling, and yard debris accumulated by the citizens, residents and property owners of the Village; and because of its responsibility to protect the health, safety, morals and general welfare of the citizens, residents and property owners of the Village, it is necessary that the Village Council see to it that this contract is performed by the contractor in an efficient and effective manner; and in the event, the Contractor should fail to so perform said contract, then, and in such event, the Contractor agrees that the Village Council shall have full and complete authority to terminate this contract, summarily, and to engage another contractor to carry out the

governmental function of household trash, recycling, and yard debris collection within the aforementioned area, or to perform such service with Village employees; and upon such termination, the contractor shall be paid only through the time services have been performed hereunder.

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

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

VILLAGE OF PINEHURST

(Corporate Seal)

By: _____
Nancy Roy Fiorillo, Mayor
Pinehurst, NC

Attest:

_____
Lauren M. Craig, 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.

_____
John Frye, Director of Financial Services
Village of Pinehurst

LOFTON SANITATION CONTRACT for CCNC

Memorandum of Understanding for Performing Services or Construction

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

In order to be considered an "eligible contractor/service provider" to complete services and/or construction projects as called upon, the contractor agrees to the following requirements:

General Provision

The contractor/service provider agrees to comply with the specifications and our requirements of the project and provide for the proper protection of employees and the public for any and all work performed. The contractor/service provider agrees to comply with all applicable federal, state and local regulations and requirements pertinent to the job or service being provided.

The contractor/service provider agrees to maintain insurance in types and amounts as noted below for as long as necessary to complete any job or service.

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

B. Commercial General Liability: Coverage shall have minimum limits of $1,000,000.00 general aggregate, products/completed operations aggregate, personal and advertising liability and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage, if applicable and contractual liability. The coverage shall be written on an occurrence basis.

C. Business Auto Liability: Coverage shall have minimum limit of $1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles.

D Professional Liability – If providing professional services such as legal, architectural, engineering, accounting or other service requiring specific licensure, coverage shall have minimum limits of $1,000,000.00 per occurrence for errors and omissions.

E. Umbrella/Excess Liability: At the option of the contractor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the Village and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

LOFTON SANITATION CONTRACT for CCNC

Special Requirements

Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an "eligible contractor/service provider." Renewal certificates shall be sent to the Village 30 days prior to any expiration date. There shall also be a 30-day notification to the Village in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Village of Pinehurst, 395 Magnolia Road, Pinehurst, NC 28374 Attn: Risk Manager.

It shall be the responsibility of the contractor/service provider to insure that all subcontractors comply with the same insurance requirements that he is required to meet.

Hold Harmless

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

This memorandum of understanding is considered valid for any and all work completed by the contractor/service provider during the Village of Pinehurst's fiscal year, defined as July 1 to June 30, or at the completion of an ongoing and existing project, whichever comes last.

_____
Company Name

_____
Address

_____
Signature of Company Representative Date

_____
Print Representative Name

TASK ORDER NO. 24

This **TASK ORDER NO. 24** is a supplement to the **MASTER SERVICES AGREEMENT** between The Village of Pinehurst, North Carolina, (the "Owner") and McGill Associates, P.A. (the "Engineer") dated August 16, 2007. The purpose of Task Order No. 24 (the "Task Order") is to authorize the Engineer, (including subcontractors and/or subconsultants employed and duly authorized by the Engineer to act on the Engineer's behalf), to provide services generally described as:

On-Call Engineering Assistance

The project generally consists of engineering assistance on various projects on an as-needed basis as further described in Article 1 of this agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer shall provide all professional engineering services (the "Services") to the Owner on an "on-call" basis. Requests for services may be provided by the Village's Infrastructure Superintendent and/or Planning Director, but final direction on services shall be provided by the Village Manager or Assistant Village Manager.

Specific tasks may include but are not limited to:

1. Engineering, bidding, and construction phase assistance with Village-funded street resurfacing and drainage projects.

2. Review of design plans, specifications, and calculations completed by other engineers for projects located within the Village's jurisdiction to confirm compliance with Village engineering standards.

3. Assistance with issues or problems that arise on construction projects occurring within the Village's jurisdiction as necessary.

4. Consultation with Village staff on other matters as necessary requiring engineering assistance.

ARTICLE 2. COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 24 on an hourly basis in accordance with the Basic Fee Schedule dated December 2015 (attached hereto as Exhibit A).

ARTICLE 3. MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

The term of this Task Order No. 24 shall be from July 1, 2016 through June 30, 2017.

IN WITNESS WHEREOF, the parties execute below this Task Order No. 24 in duplicate originals:

EXECUTED this _____day of _____, 2016

McGill Associates, P.A.

Michael S. Apke

Michael S. Apke, P.E.
Pinehurst Office Manager

Village of Pinehurst

_____
Nancy R. Fiorillo, Mayor
Village of Pinehurst, North Carolina

McGill ASSOCIATES

BASIC FEE SCHEDULE

December, 2015

PROFESSIONAL FEES	Hourly Rate
Firm Principal	$185.00
Program Services Manager I	$145.00
Program Services Manager II	$160.00
Senior Project Manager I	$160.00
Senior Project Manager II	$170.00
Project Manager I	$140.00
Project Manager II	$150.00
Project Engineer I	$105.00
Project Engineer II	$115.00
Project Engineer III	$125.00
Engineering Associate I	$ 85.00
Engineering Associate II	$ 90.00
Engineering Technician I	$ 80.00
Engineering Technician II	$ 90.00
Engineering Technician III	$100.00
Environmental Specialist I	$ 80.00
Environmental Specialist II	$ 90.00
Electrical Engineer I	$105.00
Electrical Engineer II	$115.00
Electrical Engineer III	$125.00
Electrical Engineering Associate I	$ 85.00
Electrical Engineering Associate II	$ 90.00
Electrical Engineering Technician I	$ 80.00
Electrical Engineering Technician II	$ 90.00
Electrical Engineering Technician III	$100.00
CADD Operator I	$ 75.00
CADD Operator II	$ 80.00
CADD Operator III	$ 85.00
Construction Services Manager I	$120.00
Construction Services Manager II	$130.00
Construction Administrator I	$ 90.00
Construction Administrator II	$100.00
Construction Administrator III	$110.00

Construction Field Representative I	$ 75.00
Construction Field Representative II	$ 80.00
Construction Field Representative III	$ 85.00
Planner I	$ 95.00
Planner II	$105.00
Planner III	$125.00
Planner IV	$135.00
Surveyor I	$ 80.00
Surveyor II	$ 90.00
Surveying Associate I	$ 70.00
Surveying Associate II	$ 75.00
Survey Field Technician I	$ 55.00
Survey Field Technician II	$ 60.00
Survey Field Technician III	$ 65.00
Administrative Assistant (I-III)	$ 70.00
Accounting Assistant (I-II)	$ 80.00

1. **EXPENSES**

   a. Mileage - $0.65/mile
   b. Robotics/GPS Equipment - $25/hr.
   c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

   a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

RESOLUTION #16-17:

A RESOLUTION HONORING THE SERVICE OF MR. BILL CAMBRELENG TO THE VILLAGE OF PINEHURST COMMUNITY APPEARANCE COMMISSION

THAT WHEREAS, the Village Council of Pinehurst, North Carolina wishes to acknowledge and express its appreciation to Mr. Bill Cambreleng for his dedicated service to the citizens of Pinehurst as a member of the Community Appearance Commission; and

WHEREAS, Mr. Cambreleng was first appointed to the Community Appearance Commission on June 22, 2010, and served continuously and faithfully from that time; and

WHEREAS, Mr. Cambreleng was involved in many decisions affecting the character, appearance and ambience of the community; and

WHEREAS, Mr. Cambreleng was particularly effective in using his planning and creative skills in assisting homeowners and builders develop aesthetically pleasing and complimentary designs for various neighborhoods in Pinehurst; and

WHEREAS, Mr. Cambreleng conducted himself and represented the Village in an exemplary fashion, exhibiting flexibility and courtesy in all interactions with the development community.

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, 2016, as follows:

SECTION 1. That the Village Council hereby expresses on behalf of the citizens of Pinehurst, deep appreciation and gratitude for the gifts of time, ability and determination given as a member of the Community Appearance Commission.

SECTION 2. That the Village Manager is hereby directed to have a copy of this Resolution presented to Mr. Cambreleng as a token of our gratitude.

THIS RESOLUTION passed and adopted this 28th day of June, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

STATE OF NORTH CAROLINA

COUNTY OF MOORE

LEASE AGREEMENT

THIS LEASE, made and entered into this ____ day of _____, 2016, by and between the Village of Pinehurst, North Carolina (hereinafter referred to as "Lessor"), and the County of Moore, North Carolina (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of all that certain lot or parcel of land situated in Mineral Springs Township, Moore County, North Carolina, fronting on the Northwest side of Rattlesnake Trail about 70 yards southwest of Kelly Road in the Village of Pinehurst (the "Property"), and more particularly described as follows:

> BEGINNING at an iron stake in the northwest line of Rattlesnake Trail, said iron stake being located S 32°19'15" W 210.39 feet from an iron pin at the intersection of the northwest line of Rattlesnake Trail with the southwest line of Kelly Road; running thence from the beginning as the northwest line of Rattlesnake Trail S 32°19 W 200.00 feet to an iron stake in the line of Rattlesnake Trail; thence as a new line N 55°16'16" W 200.00 feet to an iron stake; thence N 32°20'12" E 200.00 feet to an iron stake, a corner of the Pinehurst, Incorporated Energy Company lot; thence as said lot S 55°16'13"E 199.93 feet to the beginning, containing 0.92 acre more or less, being well site No. 14 as shown on a survey recorded as an exhibit in the Moore County Register of Deeds Book 1838, Page 206, and attached hereto as Exhibit A and hereby made a part of this deed.

WHEREAS, the Lessor wishes to lease the Property to the Lessee for use by the Moore County Department of Public Utilities.

NOW, THEREFORE, in consideration of the rents reserved and covenants and agreements contained herein, and of other goods and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the Lessor demises and leases to the Lessee that certain Property described above, together therewith any improvements, according to the following terms and conditions:

1. Term. The term of this lease shall be from July 1, 2016, through June 30, 2017, unless earlier terminated by the County vacating the property.

2. Rent. In lieu of cash payment for rent during the term, Lessor and Lessee have agreed to the following:

   a. During the term of this Lease, Lessee agrees to: 1) install one 4" sewer tap on its main line for the Lessor's Public Services Facility's new wash bay and to tap the line and 2) provide and install up to six water or irrigation taps on publicly owned property within the Village of Pinehurst at the reduced rate of $950 per water or irrigation tap. Water or irrigation meter locations are to be determined by Lessor. The maximum size of each tap will be for a 1" water meter.
   b. Lessor shall be responsible for all water usage charges associated with each meter.
   c. Any meters and taps in excess of those provided for under Sections 2.a. will be paid for by Lessor at the rate provided for by Lessee's then current fee schedule.
   d. If Lessor fails to request any meter or tap provided for under Section 2.a. during the term of this Lease, all such meters and taps shall be considered forfeited by Lessor.

3. Taxes, Assessments and Insurance. Lessor shall be responsible for payment of any taxes or assessments associated with the Property. Lessee shall be responsible for any personal Property taxes for equipment, storage facilities and/or inventory located on the leased property during the term of this lease. Each party shall maintain public liability insurance in a minimum amount of Five Hundred thousand and No/100 ($500,000.00) Dollars to insure against loss or damage to person or property on the Leased Property arising during the term of this lease.

4. Occupancy and Use. The Property shall be used for the purpose of incidental uses and storage of materials, equipment and vehicles necessary for operations of the Moore County Public Utilities System serving the Village of Pinehurst and its ETJ. Lessee agrees not to use or permit to be used the Property for any unlawful or immoral purposes and agrees to keep the premises clean, sanitary, and in good order. Further, the Lessee agrees not to create or suffer any nuisances on the Property which affect the right of others and agrees to comply with all laws, ordinances, rules, regulations and directions of all governmental authorities. Upon termination of this Lease, the Lessee agrees to surrender possession of the Property in good condition and repair as when received, ordinary wear and tear resulting from careful uses and damages by the elements without the fault of the Lessee excepted.

5. Alterations, Additions, or Improvements. The Lessee shall not cause waste, damage or injury to the Property. The Lessee agrees not to make any alterations, additions, improvements, or changes to the Property without the written consent of the Lessor, except that Lessor expressly agrees that a 10' x 20'storage building may be located by Lessee upon the Property upon execution of this Lease Agreement. Any alterations, additions, improvements, or changes made by the Lessee after such consent shall be given, by the Lessor, and any fixtures installed thereof shall be the property of the Lessee. Upon the expiration or sooner termination of this Lease, Lessee shall remove such fixtures at the Lessee's cost, unless otherwise agreed by the parties in writing.

6. Maintenance. Unless otherwise agreed, the Lessee shall be responsible for all routine maintenance and upkeep of the Property during the term of this Lease. The cost of such routine maintenance and upkeep shall be borne by the Lessee. As per Lessees' policy, maintenance of supply line leading from the meters is Lessor's responsibility and lines leading to, and including the meter, are the Lessees' responsibility.

7. Utilities. Lessee shall be responsible for payment of all utilities to serve the Property during the term of this Lease. The Lessor shall not be liable for the failure of any utility services or for any injury to persons or property which results from the failure of such utility services, however caused.

8. Sublease/Assignment. No sublease or assignment of the Property by the Lessee shall be binding upon the Lessor or confer any rights to the proposed sublessee or assignee without the written consent of the Lessor. No sublease or assignment shall release the Lessee for any obligations created hereunder. Consent by the Lessor to a sublease or an assignment shall not be construed to relieve the Lessee from obtaining the consent, in writing, of the Lessor of any further subletting or assignment thereafter.

9. Quiet Enjoyment. In the event that the Lessee pays the rent as provided herein, and otherwise performs all of the covenants and conditions to be performed by it, the Lessee shall have peaceful and quiet enjoyment of all the Property for the term of this Lease without disturbance by the Lessor or by any persons claiming by or through the Lessor.

10. Surrender of Premises upon Termination of Lease. At the expiration of the Lease terms set forth herein or upon the sooner termination of this Lease, the Lessee shall surrender the Property to the Lessor in as good condition as it was at the beginning of the term hereof, reasonable use, wear and tear, and damages by the elements beyond the Lessee's control excepted.

11. Condemnation. If the whole of the leased Property, or such portion as will make the leased Property unsuitable for the Purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then, in either such event, the Lease shall cease from the time possession is taken by such public authority. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss of damage caused by such condemnation. Neither the Lessor nor the Lessee shall have any rights in or to any award made to the other by the condemning authority.

12. Governing Law. This Lease agreement shall be governed by and shall be construed, interpreted, and enforced in accordance with the laws of the State of North Carolina.

13. Non-Waiver Provision. The failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party of its obligations hereunder shall not constitute a waiver of either party's right to demand exact compliance with the terms hereof, and waiver of the enforcement of any portion of this Lease agreement by either party hereto shall not be construed as a waiver of any subsequent

breach by the other party. No custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

14. Entire Agreement. This Lease agreement contains the entire agreement between the parties hereto, and no representations, inducements, promises, understandings or agreements, oral or otherwise, between the parties hereto, not embodied therein, shall be of any force or binding effect. This Lease agreement shall supersede all prior agreements relating to the lease of said property, whether written or oral, by or between the parties hereto. There have been no oral understandings, terms, or conditions, except as herein set forth, and neither party had relied upon representation, either expressed or implied, not contained in this lease. All prior understandings, terms, or conditions are deemed merged into this Lease agreement.

15. Modifications. No modification, amendment, change, or discharge of any term or provision of the Lease agreement shall be valid or binding upon the parties hereto, unless the same is in writing and is signed by the parties hereto.

16. Binding Effect. The terms of this Lease agreement shall be binding upon and shall inure to the benefit of and shall be enforceable by the parties hereto, and their respective heirs, successors, assigns, and personal representatives.

17. Severability. If any provision of this Lease agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease agreement and the application of that provision to other persons or circumstances, shall not be affected, but rather shall be enforced to the extent permitted by law, and, in such event, this Lease agreement shall be construed in all respects as if any invalid or unenforceable provisions were originally omitted here from.

18. Notice. When any notices are required of permitted hereunder, such notices shall be in writing and shall be delivered in person or sent by United States registered or certified mail, return receipt requested, postage prepaid, to the address set forth below as follows:

Lessee:	Lessor:
County of Moore	Village of Pinehurst
ATTN: County Manager	ATTN: Village Manager
P.O. Box 905	395 Magnolia Road
Carthage, NC 28327	Pinehurst, NC 28374

Such notices are effective upon receipt.

19. Headings. The captions and headings throughout this Lease agreement are for convenience and reference only, and they shall not define, limit, modify or add to the interpretation or meaning of any provisions of the Lease agreement, or in any way affect the scope, intent, or effect of this Lease agreement. Throughout this Lease agreement,

whenever the contest requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number of plural, and vice versa.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their official seal affixed hereto, all on the day and year first above written.

VILLAGE OF PINEHURST, Lessor

(SEAL)

_____
Nancy R. Fiorillo
Mayor

ATTEST:

_____
Lauren Craig
Village Clerk

COUNTY OF MOORE, Lessee

(SEAL)

_____
Nick Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

_____
Laura M. Williams
Clerk to the Board

RESOLUTION #16-18:

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

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

WHEREAS, the terms of Mr. Larry Cox, Ms. Molly Rowell, and Ms. Susan Strine will expire on June 30, 2016;

WHEREAS, Mr. Cox, Ms. Rowell, Ms. Strine, and the Village Council of Pinehurst are desirous of their continuing to serve as members of the Conservation Commission.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina in a regular meeting assembled this 28th day of June, 2016, as follows:

SECTION 1. That the following re-appointments are hereby made to the Village of Pinehurst Conservation Commission for the terms indicated:

Mr. Larry Cox is re-appointed as a member of the Village of Pinehurst Conservation Commission, effective June 30, 2016, said term to expire June 30, 2018.

Ms. Molly Rowell is re-appointed as the Chairman of the Village of Pinehurst Conservation Commission, effective June 30, 2016, said term to expire June 30, 2018.

Ms. Susan Strine is re-appointed as a member of the Village of Pinehurst Conservation Commission, effective June 30, 2016, said term to expire June 30, 2018.

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

THIS RESOLUTION passed and adopted this 28th day of June, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

RESOLUTION #16-19:

A RESOLUTION REGARDING AN APPOINTMENT TO THE PINEHURST PLANNING AND ZONING BOARD AND BOARD OF ADJUSTMENT.

THAT WHEREAS, the Village of Pinehurst has established a Planning and Zoning Board and a Board of Adjustment as required by its Development Ordinance and authorized by North Carolina General Statutes 160A-361 and 160A-388; and

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

WHEREAS, there is a need to fill a vacancy on the boards; and

WHEREAS, Mr. Michael Marsh and the Village Council of Pinehurst are desirous of Mr. Marsh serving as a member of the Board of Adjustment and the Planning and Zoning Board.

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, 2016, as follows:

SECTION 1. That the following appointment is hereby made to the Board of Adjustment and the Planning and Zoning Board for the term indicated:

Mr. Michael Marsh is appointed as a member of the Board of Adjustment and the Planning and Zoning Board, effective June 28, 2016, said term expiring on June 30, 2019.

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

THIS RESOLUTION passed and adopted this 28th day of June, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

1895
VILLAGE OF
PINEHURST

Volunteer Application For Service on Advisory Board

Date of Application: June 6, 2016

PERSONAL INFORMATION (Please Print)

Last Name: Marsh First Name: Michael Middle Initial: T

Mailing Address (complete address): 3 Sherwood Ct, Pinehurst, NC 28374-9723

Preferred Phone #: 717-574-3195 Birthday (month & day only): Jan 20

E-mail Address: mtmarsh@twc.com

Hobbies/Skills/Languages:

Fitness / Information Technology & Microsoft Office / Computer & Web programming languages

Resident of Pinehurst? ☑ Yes ☐ No Became a resident in 2014 Year

ETJ Resident of Pinehurst? ☐ Yes ☑ No Became a resident of ETJ in _____ Year

EDUCATION, WORK AND VOLUNTEER EXPERIENCE

Educational Background: Ph.D. M.S. M.B.A	Area of Study: Management Information Systems Computer Science & Cybersecurity Mathematics and Statistics
Current or previous employer (if applicable): Shippensburg University of Pennsylvania UNC - Pembroke	Responsibilities: Professor Emeritus - MIS Adjunct Professor - Computer Science
Current or previous volunteer experience: Silver Spring Twp, Cumberland Cty, PA Planning and Zoning Commission Member, Board of Directors, Purple Deck Media, Inc	Responsibilities: 12 years as both member and chair. Activities similar to those for Village Planning and Zoning Board

Volunteer Application For Service on Advisory Board

PREFERRED AREA OF COMMUNITY INVOLVEMENT (see descriptions on Page 4 and check all that apply):

Beautification Committee:	☐ Yes	☑ No
Bicycle & Pedestrian Advisory Committee:	☐ Yes	☑ No
Board of Adjustment/Planning and Zoning Board:	☑ Yes	☐ No
Community Appearance Commission:	☐ Yes	☑ No
Conservation Commission:	☐ Yes	☑ No
Historic Preservation Commission:	☐ Yes	☑ No
Neighborhood Advisory Committee:	☐ Yes	☑ No
Pinehurst Community Watch (Chair, Vice Chair):	☐ Yes	☑ No

GENERAL INFORMATION

Why are you interested in volunteering your time to community service?

Recently retired from full time teaching and have time and background to make positive contribution to the

How did you find out about the volunteer opportunities with the Village?

☐ Village Website ☐ Village Newsletter ☐ Newspaper

☐ Friend ☑ Other: Attended Planning and Zoning Board meeting

Do you require any physical accommodations that would enable you to serve as a community volunteer?

☐ Yes ☑ No If yes, please describe:

I certify that all statements made by me on this application are true and complete to the best of my knowledge. I understand that any false statement, misrepresentation, or omission may cause me to be excused from volunteer service.

Signature: Michael T Marsh Date: June 6 ,2016

Name (printed): Michael T. Marsh

Please mail to: Village Clerk
Village of Pinehurst
395 Magnolia Rd
Pinehurst, NC 28374

STATE OF NORTH CAROLINA
COUNTY OF MOORE

RELEASE AND ACKNOWLEDGEMENT

The undersigned ("volunteer") is an adult person of sound mind who wishes to serve the Village of Pinehurst as a volunteer.

In consideration of the Village's acceptance of the volunteer, the Village allows the volunteer to engage in volunteer activity and the volunteer does hereby acknowledge that he/she is not entitled to any Worker's Compensation benefits, medical benefits, sick leave benefits, pension benefits, or any other benefits which accrue to employees of the Village of Pinehurst and hereby releases the Village of Pinehurst from any claims for any such benefits or for any other claim arising from the activities of the volunteer for the Village of Pinehurst.

The volunteer has read this document thoroughly and there are no other agreements, oral, or written, which are inconsistent with this document.

This 6th day of June, 2016.

Signature: Michael T Marsh

Printed Name: Michael T. Marsh

Street Address: 3 Sherwood Ct.

City, State, Zip Code: Pinehurst, NC 28374-9723

Telephone Number: 717-574-3195

	VILLAGE OF PINEHURST **STANDARD PROCEDURE**		
SUBJECT:	Volunteer Program	Effective Date:	3/2005
Department:	Administration	Policy No.:	ADM-122
Prepared by:	Lauren Craig	Revised:	~~11/18/2014~~
Approved by:	Village Council and ~~Andrew Wilkison~~Jeff Sanborn, Village Manager	# of Pages:	3

PURPOSE: The purpose of this policy is to:

1. Create a recruitment process for ~~citizens~~ residents who are interested in volunteering their time and talents on committees and/or boards to further the work of the Village of Pinehurst.
2. Develop a training and onboarding plan to equip Village of Pinehurst volunteers with the skills they need to effectively perform their duties.
3. Establish a rewards and recognition program to thank volunteers for their contributions and commitment to the Village of Pinehurst.
~~3.~~4. Establish a term limit policy for certain boards and committees.

POLICY: It is the policy of the Village of Pinehurst to recruit, develop, and recognize volunteers who give of their time and talents to serve on committees and boards. These committees and boards may work on specific short and long term projects, planning, zoning, and appearance issues which can affect the quality of life in the Village today and in the future.

ELIGIBILITY: ~~Citizens~~ Residents of the Village of Pinehurst and the extra territorial jurisdiction (ETJ) are encouraged ~~to volunteer to serve their community through the~~to serve on Village of Pinehurst committees and boards. One year of full-time residency is required before being appointed on a board or committee but can be waived by the Village Council if deemed necessary.

PROCEDURE:

Recruitment Process and Appointment

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All ~~citizens~~ residents and ETJ residents interested in volunteering for the Village are required to complete a volunteer application, which can be obtained at Village Hall or ~~online~~on the Village of Pinehurst website.

The Village Clerk shall maintain the volunteer contact list, including term expirations, to prepare for upcoming vacancies on ~~standing~~ Council-appointed boards and ~~commissions~~committees.

The Village Manager, staff liaison, and Village Clerk will continuously recruit volunteers using technology (Village website, social media, and e-blasts), announcements in the Village newsletter, and other public venues to inform ~~citizens~~ residents of upcoming volunteer opportunities. All volunteers should complete a volunteer application to be submitted to the Village Clerk.

Council-Appointed Boards/Committees

Once volunteer applications are received for Council-Appointed Boards/Committees, the Clerk will notify the ~~Village Manager and~~ applicable board/committee Chairpersons, staff liaisons, and the Village Manager who may determine to interview the applicant for a current or future vacancy. Upon the recommendation of the Chairperson and Village Manager, a nomination is sent to the Village Council for consideration. The Village Council may invite the applicant ~~will be interviewed to determine the fit for the vacancy available.~~ to attend a Village Council Meeting where the Council will meet with the candidate and consider the appointment by voting on a resolution either at the same meeting or a future meeting date. ~~For Council-appointed boards/commissions, the applicant must be interviewed specifically by the Village Council. Council will then consider the applicant for appointment at a Village Council meeting and the applicant is informed of the decision following the meeting.~~ At any point in the recruitment process, if the applicant is no longer being considered for appointment, the Village Clerk will ~~send a notification to~~notify the applicant and ~~will~~ keep ~~the applicant's~~their information on file for future opportunities.

Non-Appointed Committees

Once volunteer applications are received for Non-Appointed Committees, the Clerk will notify the applicable board/committee Chairpersons and staff liaisons who may determine to interview the applicant for a current or future vacancy. Upon the recommendation of the Chairperson, the applicant may be approved to volunteer on a non-appointed committee. At any point in the recruitment process, if the applicant is no longer being considered for an opportunity, the Village Clerk will notify the applicant and keep their information on file for future opportunities.

Reappointments

The Clerk is responsible for tracking upcoming vacancies on appointed boards/committees. Before a volunteer term expires, the Clerk should notify the

DRAFT

Chairperson and staff liaison. The Clerk should specify when the term expires, if the volunteer is eligible to continue serving in their role (see term limits policy), and should ask if the Chairperson or staff liaison is interested in the volunteer being reappointed. If the reappointment is supported, the Clerk will notify the volunteer and seek their interest to serve for another term. If they agree, the Clerk will send an email notifying the Village Council of the interest for reappointment and support by the Chairperson and staff liaison. If there is no Council objection, the reappointment will be added to an upcoming Consent Agenda of a Village Council Regular Meeting. If the Chairperson or staff liaison does not support the reappointment, the Clerk must notify the Village Council. The Village Council has the authority to override any appointment decision by a majority vote.

Training and Onboarding Volunteers

Within 30 days of a new volunteer appointment to a committee or board, the Chairperson and staff liaison are responsible for orienting the new volunteer on their duties and responsibilities and ensuring the completion of all items included on the onboarding checklist. Once completed in full, the onboarding checklist is filed and maintained in the Village Clerk's office.

The Village Clerk is responsible for organizing a "Volunteer State of the Village" meeting, an annual training for all volunteers. The purpose of this training is to reinforce the mission, vision, and values of the Village of Pinehurst, communicate Council's strategic direction, educate volunteers on policies, and to provide an opportunity for feedback.

Each committee or board Chairperson and staff liaison are encouraged to identify and schedule other training opportunities for their volunteers, specific to their scope of work and responsibilities.

Rewards and Recognition Program

Volunteers for the Village of Pinehurst have been identified as a strategic advantage and a valuable resource for the community. By continuing old traditions and creating new recognition opportunities, the Village will reward and recognize volunteers for their contributions and commitment on an annual basis.

Term Limits

A term limits policy was originally established by Resolution 01-15 for certain volunteer appointments in the Village of Pinehurst. Since then, the organization, structure, membership, and operating procedures have been updated and Council determined to incorporate the term limits policy into the Volunteer Program policy.

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The following boards and committees are subject to the term limits policy:

- Beautification Committee
- Board of Adjustment/Planning and Zoning Board
- Community Appearance Commission
- Historic Preservation Commission

The term limits policy states that members may not serve more than six consecutive years on the same board/committee. The individual may not be re-appointed to the same board for a period of one year and must submit a new volunteer application for consideration. The individual may be considered for an appointment on a different board/committee at any time following their term ending.

These listed boards/committees shall also abide by a Chairperson Term Limit which limits an individual from serving as the Chairperson for a maximum of one term (2-3 years depending on board). After one term, the individual shall vacate the Chairperson seat to allow for others to take the leadership role.

DRAFT

Approved by:

_____ _____

~~Andrew M. Wilkison~~Jeffrey M. Sanborn, Village Manager Date

Resolution #1~~4-696-~~_____ _____

_____

Village Council, Resolution Date

DRAFT

	VILLAGE OF PINEHURST **STANDARD PROCEDURE**		
SUBJECT:	Volunteer Program	Effective Date:	3/2005
Department:	Administration	Policy No.:	ADM-122
Prepared by:	Lauren Craig	Revised:	6/28/2016
Approved by:	Village Council and Jeff Sanborn, Village Manager	# of Pages:	3

DRAFT

PURPOSE: The purpose of this policy is to:

1. Create a recruitment process for residents who are interested in volunteering their time and talents on committees and/or boards to further the work of the Village of Pinehurst.
2. Develop a training and onboarding plan to equip Village of Pinehurst volunteers with the skills they need to effectively perform their duties.
3. Establish a rewards and recognition program to thank volunteers for their contributions and commitment to the Village of Pinehurst.
4. Establish a term limit policy for certain boards and committees.

POLICY: It is the policy of the Village of Pinehurst to recruit, develop, and recognize volunteers who give of their time and talents to serve on committees and boards. These committees and boards may work on specific short and long term projects, planning, zoning, and appearance issues which can affect the quality of life in the Village today and in the future.

ELIGIBILITY: Residents of the Village of Pinehurst and the extra territorial jurisdiction (ETJ) are encouraged to serve on Village of Pinehurst committees and boards. One year of full-time residency is required before being appointed on a board or committee but can be waived by the Village Council if deemed necessary.

PROCEDURE:

Recruitment Process and Appointment

All residents and ETJ residents interested in volunteering for the Village are required to complete a volunteer application, which can be obtained at Village Hall or on the Village of Pinehurst website.

The Village Clerk shall maintain the volunteer contact list, including term expirations, to prepare for upcoming vacancies on Council-appointed boards and committees.

The Village Manager, staff liaison, and Village Clerk will continuously recruit volunteers using technology (Village website, social media, and e-blasts), announcements in the Village newsletter, and other public venues to inform residents of upcoming volunteer opportunities. All volunteers should complete a volunteer application to be submitted to the Village Clerk.

Council-Appointed Boards/Committees

Once volunteer applications are received for Council-Appointed Boards/Committees, the Clerk will notify the applicable board/committee Chairpersons, staff liaisons, and the Village Manager who may determine to interview the applicant for a current or future vacancy. Upon the recommendation of the Chairperson and Village Manager, a nomination is sent to the Village Council for consideration. The Village Council may invite the applicant to attend a Village Council Meeting where the Council will meet with the candidate and consider the appointment by voting on a resolution either at the same meeting or a future meeting date. At any point in the recruitment process, if the applicant is no longer being considered for appointment, the Village Clerk will notify the applicant and keep their information on file for future opportunities.

Non-Appointed Committees

Once volunteer applications are received for Non-Appointed Committees, the Clerk will notify the applicable board/committee Chairpersons and staff liaisons who may determine to interview the applicant for a current or future vacancy. Upon the recommendation of the Chairperson, the applicant may be approved to volunteer on a non-appointed committee. At any point in the recruitment process, if the applicant is no longer being considered for an opportunity, the Village Clerk will notify the applicant and keep their information on file for future opportunities.

Reappointments

The Clerk is responsible for tracking upcoming vacancies on appointed boards/committees. Before a volunteer term expires, the Clerk should notify the Chairperson and staff liaison. The Clerk should specify when the term expires, if the volunteer is eligible to continue serving in their role (see term limits policy), and should ask if the Chairperson or staff liaison is interested in the volunteer being reappointed. If the reappointment is supported, the Clerk will notify the volunteer and seek their interest to serve for another term. If they agree, the Clerk will send an email notifying the Village Council of the interest for reappointment and support by the Chairperson and staff liaison. If there is no Council objection, the reappointment will be added to an upcoming Consent Agenda of a Village Council Regular Meeting. If the Chairperson or staff liaison does not support the reappointment, the Clerk must notify the Village Council. The

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Village Council has the authority to override any appointment decision by a majority vote.

Training and Onboarding Volunteers

Within 30 days of a new volunteer appointment to a committee or board, the Chairperson and staff liaison are responsible for orienting the new volunteer on their duties and responsibilities and ensuring the completion of all items included on the onboarding checklist. Once completed in full, the onboarding checklist is filed and maintained in the Village Clerk's office.

The Village Clerk is responsible for organizing a "Volunteer State of the Village" meeting, an annual training for all volunteers. The purpose of this training is to reinforce the mission, vision, and values of the Village of Pinehurst, communicate Council's strategic direction, educate volunteers on policies, and to provide an opportunity for feedback.

Each committee or board Chairperson and staff liaison are encouraged to identify and schedule other training opportunities for their volunteers, specific to their scope of work and responsibilities.

Reward and Recognition Program

Volunteers for the Village of Pinehurst have been identified as a strategic advantage and a valuable resource for the community. By continuing old traditions and creating new recognition opportunities, the Village will reward and recognize volunteers for their contributions and commitment on an annual basis.

Term Limits

A term limits policy was originally established by Resolution 01-15 for certain volunteer appointments in the Village of Pinehurst. Since then, the organization, structure, membership, and operating procedures have been updated and Council determined to incorporate the term limits policy into the Volunteer Program policy.

The following boards and committees are subject to the term limits policy:

- Beautification Committee
- Board of Adjustment/Planning and Zoning Board
- Community Appearance Commission
- Historic Preservation Commission

The term limits policy states that members may not serve more than six consecutive years on the same board/committee. The individual may not be re-appointed to the same board for a period of one year and must submit a new volunteer application for

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consideration. The individual may be considered for an appointment on a different board/committee at any time following their term ending.

These listed boards/committees shall also abide by a Chairperson Term Limit which limits an individual from serving as the Chairperson for a maximum of one term (2-3 years depending on board). After one term, the individual shall vacate the Chairperson seat to allow for others to take the leadership role.

Approved by:

_____	_____
Jeffrey M. Sanborn, Village Manager	Date
Resolution #16-20_____	_____
Village Council, Resolution	Date

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RESOLUTION 16-20:

A RESOLUTION AMENDING THE VOLUNTEER PROGRAM POLICY FOR THE VILLAGE OF PINEHURST

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted the "Volunteer Program" policy by motion at the work session on March 22, 2005 to create guidelines for the volunteers who give of their time and talents to serve on standing and ad hoc committees and boards; and

WHEREAS, the Village Council has amended the "Volunteer Program" policy from time to time in an effort to enhance the Village's Volunteer Program by clarifying guidelines for recruiting and developing volunteers, establishing a rewards and recognition program, and establishing term limits.

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, 2016, as follows:

SECTION 1. That the aforementioned "Volunteer Program" policy and the same hereby is amended as shown in Exhibit A.

SECTION 2. That 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, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

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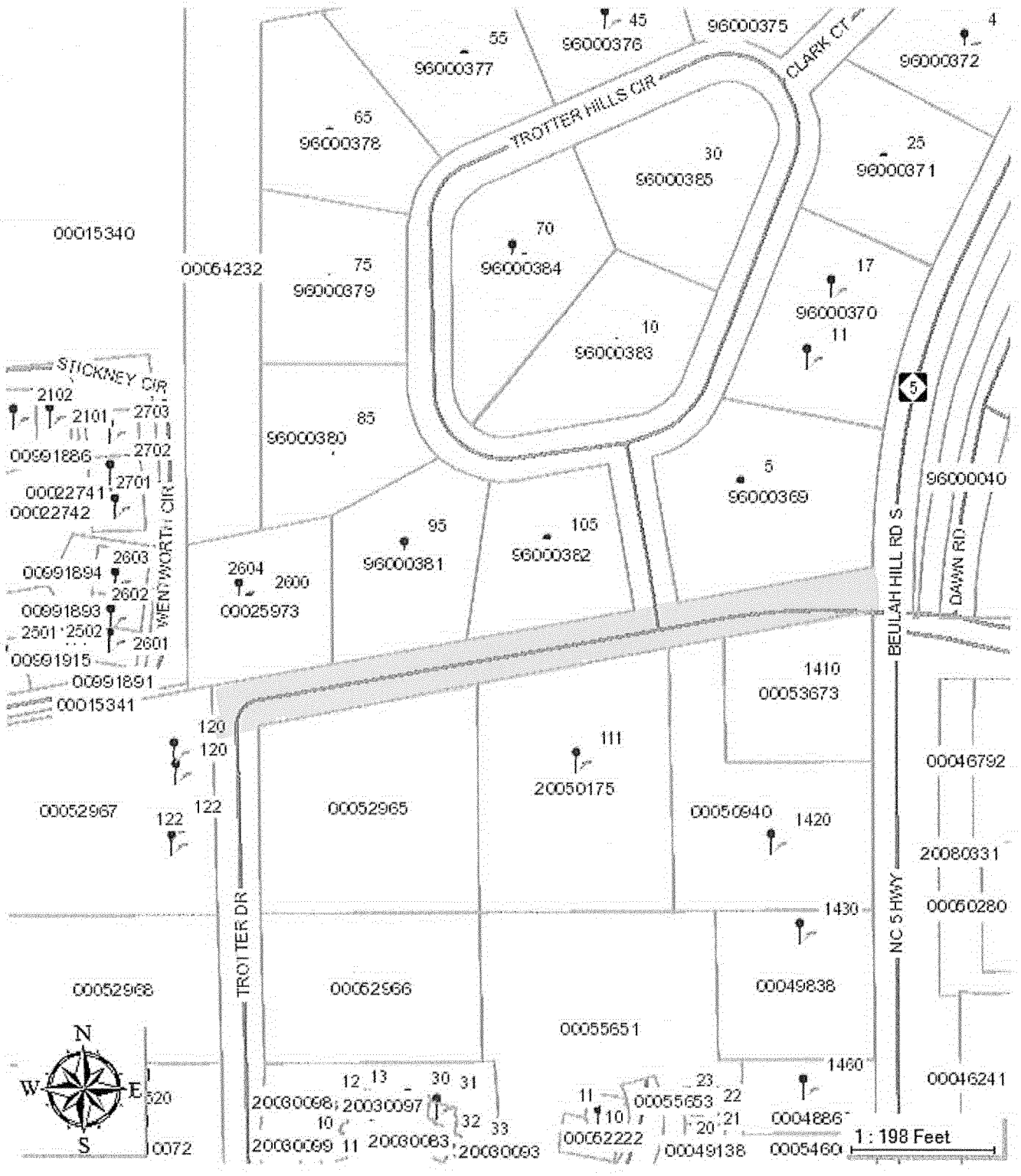
EXHIBIT A

Trotter Drive; as reflected on the following plats:

Plat Book 8, Page 14 and Plat Cabinet 6 Slide 160.



ORDINANCE #16-11:

AN ORDINANCE ACCEPTING PETITION FOR DEDICATION OF STREETS WITHIN THE VILLAGE OF PINEHURST AND AMENDING CHAPTER 7, SCHEDULE II AND SCHEDULE IV OF THE PINEHURST MUNICIPAL CODE AS IT PERTAINS TO REGULATING TRAFFIC ON THESE STREETS WITHIN THE VILLAGE OF PINEHURST, NORTH CAROLINA.

THAT WHEREAS, Mr. and Mrs. Winfred Williams, hereinafter referred to as "Williams" are desirous of dedicating said street and right-of-way to the Village of Pinehurst, a municipal corporation of the State of North Carolina, hereinafter referred to as "Village"; and

WHEREAS, the recorded plat for Trotter Drive depicts all streets and rights-of way as being dedicated for public use; and

WHEREAS, Williams completed construction of the street and right-of-way as shown on the attached exhibit A; and

WHEREAS, the Village Council of the Village of Pinehurst has agreed to officially accept the proposed dedication of this street and right-of-way; and

WHEREAS, the street and right-of-way identified on exhibit A will be open to the public and shall be maintained by the Village;

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, 2016, as follows:

SECTION I. That, pursuant to N.C.G.S. Chapter 160A, Article 15, the street and rights-of-way offered for dedication and shown on the attached exhibit A, copies of which are attached hereto and made a part hereof, is hereby accepted as a public street and right-of-way of the Village of Pinehurst, North Carolina.

SECTION 2. That Schedule II of Section 7, STOP INTERSECTIONS of the Pinehurst Municipal Code, is amended by adding the following:

Stop Sign On	***At Intersection With***
Trotter Drive	NC 5/Beulah Hill Road

SECTION 3. That Schedule IX of Section 7, SPEED LIMITS of the Pinehurst Municipal Code, shall be applicable and the speed limit is established as 25 mph unless otherwise posted.

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SECTION 4. That the Pinehurst Police Chief and the Public Services Director are hereby directed and empowered to erect the necessary traffic signs on the above stated roads.

SECTION 5. That this Ordinance shall be and the same is hereby effective from and after the date of its adoption.

THIS ORDINANCE is passed and adopted this 28th day of June, 2016.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

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VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2016

ADMINISTRATION:

Council Adopted Date	Description	Fee/Charge	Unit
Other Charges			
01/2016	Paper Copies	$0.10	per sheet
01/2016	Overtime Costs if overtime is needed to fulfill a public records request promptly	Actual overtime cost	per request
01/2016	Special Service Charge for public records request involving extensive use of IT resources (> 2 hours of staff time)	Actual labor cost	per request
01/2016	Golf Cart Stickers	$20.00	per cart
	Municipal Code Copies:		
03/2004	Entire Code	$0.10	per sheet
03/2004	Supplements	$1.00	per sheet
03/2004	Non-Sufficient Funds (NSF)	$35.00	per return
12/2007	Late Payment of Code Enforcement Invoices	1.5%	per month on balance unpaid after 30 days
Rental Fees for Use of Village Rooms			
	Deposit – Assembly Hall & Station 91 Conference Room:		
12/2007	Audio visual equipment is not utilized	$100.00	per event
12/2007	Audio visual equipment is utilized	$200.00	per event
	Rental Fee – Conference Room:		
	Up to 3 hours:		
12/2007	Resident	$25.00	per event
12/2007	Non-Resident	$50.00	per event
12/2007	More than 3 hours	$25.00	per hour

Rental fees and deposit requirements apply to non-profit organizations whose principal operating office is not within the Village of Pinehurst and to private groups or individuals.

The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the facility or equipment. Cancellation of an event results in forfeiture of all or a part of the deposit (30 days or less 100% retained, 31 days or more 50% retained).Deposits are refundable if facilities are properly cleaned by the user following the event and no damage to the facilities or the audio visual equipment has occurred.

A pre-meeting training session with a representative from the IT Department is required prior to utilizing the audio visual equipment for the first time. If IT assistance with the audio visual equipment is needed during the rental period, the Audio visual assistance fee will be charged. The Village Manager has the right to waive the deposit and fee requirement if deemed appropriate.

ADMINISTRATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
	Rental Fee – Assembly Hall & Station 91 Conference Room:		
	Up to 3 hours:		
12/2007	Resident	$50.00	per event
12/2007	Non-Resident	$100.00	per event
12/2007	More than 3 hours	$25.00	per hour
01/2013	Audio visual assistance	$50.00	per hour
Reimbursement Fees for Services			
04/1998	Time	Cost of staff used (Salaries & Benefits), plus 10% administrative fee	per hour
04/1998	Equipment	Rates determined by Federal Emergency Management Agency (FEMA)	various
Refer to the FEMA schedule of equipment rates for the rates used to calculate the fee for the use of Village equipment. This schedule can be found at www.fema.gov/rrr/pa/fin_eq_rates.shtm.			

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2016

ENGINEERING:

Council Adopted Date	Description	Fee/Charge	Unit
Inspection Fees			
03/2004	New Roadway (Public and Private)	$0.75	per lane, per lf
03/2004	Widening of Existing Roadway	$0.75	per lane, per lf
03/2004	Fire Lanes on Private Property	$0.40	per lane, per lf
12/2004	Sidewalk and Pathways	$0.50	per lf
03/2004	Curb Cuts for Driveways	$50.00	per drive
03/2004	Stormwater Fees	$0.45 +$40.00	per lf of pipe plus per structure
03/2004	Lift STOP WORK ORDER and Reinitiate Infrastructure Inspections	$100.00	per violation
03/2004	Re-Inspection Fees	$70.00	per hour
Plan Review The base fee for plan review includes 2 draft reviews and 1 mylar signoff. Third and subsequent review fees are for plans that require additional review due to failure to correct deficiencies and incorporate review comments. These fees must be paid in advance of the subsequent reviews being performed.			
03/2004	Single Family Subdivision	$300.00 + $100.00	per plan plus per lot
03/2004	Commercial/Multi-Family	$300.00 + $100.00	per plan plus per acre
03/2004	Third and Subsequent Review	$300.00	per review
03/2004	Revision Review after Mylar Signoff	$100.00	per review
Other Reviews			
12/2004	Flood Study	$1,000.00	per study
12/2004	Traffic Impact Review	Cost plus 10%	per review

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2016

FIRE:

Council Adopted Date	Description	Fee/Charge	Unit
Inspection (Non-Residential)			
10/2001	Initial Inspection	No Charge	
01/2013	1st Re-Inspection	No Charge	
01/2013	2nd Re-Inspection - Corrections Made	No Charge	
01/2013	2nd Re-Inspection - No Corrections Made	$100.00	per inspection
01/2013	3rd and Subsequent Inspections With No Corrections Made	$250.00	per inspection
Fire Prevention Permits The fees set forth in this section are fixed for the issuance of the permits required by the Fire Prevention Code.			
01/2015	Installation/Additions to Alarm or Sprinkler Systems	$100.00	first 100 heads/devices $0.50 per additional device
10/2001	Installation or Removal of AGST (Above Ground Storage Tanks) or UGST (Underground Storage Tanks)	$50.00	per permit
10/2001	Fireworks Display	$50.00	per permit
10/2001	Any Other Permits Required but not Listed Above	$25.00	per permit
Fire Service: Hours for staff and equipment for non-village sponsored events will be billed at the established rate documented in the Administration section of the Fees and Charges Schedule.			

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2016

INFORMATION TECHNOLOGY (IT):

Council Adopted Date	Description	Fee/Charge	Unit
Media Charges			
12/2009	CD/DVD	$1.00	per disk
Source Charges			
12/2009	Customized GIS Color Maps	$50.00 plus cost of map	per hour, one hour minimum
12/2009	Data Analysis and Conversion	$50.00 plus cost of media	per hour, one hour minimum
Color Orthos GIS Maps			
12/20094	Copy of already created map up to 8.5 x 11	$2.00	per map
12/20094	Copy of already created map up to 11 x 17	$6.00	per map
12/20094	Copy of already created map up to 17 x 22	$10.00	per map
12/2009	Copy of already created map up to 22 x 34	$12.00	per map
12/2009	Copy of already created map up to 34 x 44	$20.00	per map
12/2009	Copy of already created ORTHO map up to 36 x 48	$50.00	per map

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2016

INSPECTIONS:

Council Adopted Date	Description	Fee/Charge	Unit
New Construction and Additions			
	Residential:		
03/2004	Building	$0.18	per square foot (sf)
03/2004	Electrical	$0.06	per sf
03/2004	Mechanical	$0.05	per sf
03/2004	Plumbing	$0.05	per sf
03/2004	Insulation	$0.03	per sf
	Non-Residential:		
03/2004	Building	$0.40	per sf
03/2004	Electrical	$0.07	per sf
03/2004	Mechanical	$0.07	per sf
03/2004	Plumbing	$0.07	per sf
03/2004	Insulation	$0.04	per sf
12/2006	Minimum Fee	$100.00	per inspection, per trade
03/2004	Compliance Inspection	$100.00	per inspection, per trade
Change-Outs and Upgrades			
	Electrical (Residential and Non-Residential):		
01/2011	Change Out and Upgrade	$50.00	per unit
03/2004	Electrical Service Upgrade	$100.00	per 200 amperage
	Mechanical (Residential):		
01/2011	Change Out and Upgrade	$50.00	per unit
01/2011	Gas Piping	$50.00	per unit
	Mechanical (Non-Residential):		
03/2004	Change Out and Upgrade	$100.00	per 10 ton
03/2004	Gas Piping	$100.00	per unit
	Plumbing:		
01/2011	Change Out and Upgrade	50.00	per unit
	Framing:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit
	Insulation:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit
	Irrigation:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit

INSPECTIONS (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Demolition			
12/2009	Application for Exterior & Interior Demolition	$100.00	per 1,000 sf
03/2004	Application for Structure Relocation	$50.00	per application
Other Fees			
03/2004	Application to Lift a STOP WORK ORDER	$200.00	per application
03/2004	Work Performed Without a Permit	Double permit fee	per violation
03/2004	Siding Installation	$50.00	per application
01/2011	Temporary Power for HVAC	$100.00	per unit
01/2011	Misc. Additional Wiring	$50.00	per unit
01/2011	Home Day Care and Foster Home Inspection	$100.00	per unit
01/2011	ABC Permit Inspection	$100.00	per unit
01/2011	Home Health and Day Care	$100.00	per unit
01/2011	Temporary Pole	$60.00	per unit
	Application for Mobile Home Permit (includes tie down, electrical, plumbing and HVAC):		
01/2011	Single Wide	$150.00	per unit
01/2011	Double Wide	$200.00	per unit
Re-Inspection Fees			
01/2011	First Offense	$50.00	per unit
03/2004	Second Offense	$100.00	per inspection
03/2004	Each Time After Second Offense	Double previous fee	per inspection
Special Extra Inspection Fees			
12/2006	Residential	$50.00	per inspection, per trade
12/2006	Non-Residential	$100.00	per inspection, per trade

INSPECTIONS (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Tents			
01/2011	Residential	$50.00	per unit
01/2011	Non-Residential	$100.00	per unit
The Non-Residential tent inspection fee will be waived if the tent is being used for a horse show.			

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2016

PLANNING:

Council Adopted Date	Description	Fee/Charge	Unit
Amendment Petition			
03/2004	Comprehensive Land Use	$300.00	per application
03/2004	Pinehurst Development Ordinance	$400.00	per application
Amendment to the Zoning Map (Rezoning or Conditional Use) – General Use District			
01/2013	Residential – Less than 5 acres	$250.00 + $100.00	per application plus per acre
01/2013	Residential – More than 5 acres	$300.00 + $100.00	per application plus per acre
01/2013	Non-Residential	$350.00 + $100.00	per application plus per acre
01/2013	Overlay	$300.00 + $100.00	per application plus per acre
Board of Adjustment			
03/2004	Request for a Variance	$400.00	per application
01/2013	Appeal of an Administrative Decision	$400.00	per application
01/2013	Appeal of the Historic Preservation Commission	$400.00	per application
12/2006	Failure to Appear for Hearing Without Notice	Actual cost	per Court Recorder invoice

PLANNING (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Documents and Maps			
03/2004	Comprehensive Long Range Plan (paper copy)	$35.00	per document
03/2004	PDO (paper copy)	$30.00	per document
12/2007	Zoning Map	$20.00	per map
Site Plan Approval Site plan approval may require engineering review. When engineering review is needed, the Village will advise the applicant and the applicant will be responsible for paying the engineer's fees and charges. See the Engineering section of the Fees and Charges Schedule for the applicable fees.			
	Minor Site Plan:		
03/2004	Single Family Home	$225.00	per application
03/2004	Commercial/Multi-Family	$400.00 + $100.00	per application plus per acre
03/2004	Major Site Plan	$600.00 + $100.00	per application plus per lot
03/2004	Re-review Fee (after second review)	Previous fee	per review
03/2004	Accessory Structure - Residential - All Sides Less Than 12'	$50.00	per application
01/2011	12' x 12' or greater	$225.00	per application
01/2013	Small additions 10'X5' or smaller	$50.00	per application
Special Use Permit			
03/2004	Major Special Use	$600.00	per application

PLANNING (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Subdivision of Land			
	Preliminary Plat – Major Subdivision:		
03/2004	Less than 5 acres	$300.00 + $100.00	per application plus per lot
03/2004	More than 5 acres	$600.00 + $100.00	
	Final Plat:		
03/2004	Exempt Subdivision	$25.00	per application
03/2004	Minor Subdivision	$150.00	per application
03/2004	Major Subdivision	$150.00 + $10.00	per application plus per lot
Other Fees			
03/2004	Bulk Heads, Docks on Lakes	$50.00	per application
03/2004	Change an Address	$35.00	per application
1/2015	Change a Road Name	$100.00	per application plus cost of signs
01/2015	Clearing	$35.00	per permit
03/2004	Decks, Pools, Spas, and Gazebos	$100.00	per application
03/2004	Driveway	$50.00	per permit
01/2011	Fences, Walls, Arbors and Patios (using 5' encroachment)	$50.00	per application
01/2015	Fence Exception	$400.00	per application
03/2004	Home Occupation	$50.00	per permit
03/2004	Homeowner's Recovery Fee	$10.00	per application
01/2015	Permanent Sign	$100.00	per application
12/2005	Propane Tank	$25.00	per application
01/2015	Return of Sign Removed from Right-of-Way (signs will be stored for a minimum of 5 business days before disposal)	$25.00	per sign
01/2015	Well	$50.00	per permit
03/2004	Zoning Certification Letter	$35.00	per application
03/2004	Zoning Compliance Letter	$35.00	per application
12/2005	Zoning Compliance Re-Inspection	$50.00	per application
12/2005	Zoning Use	No Charge	per permit

In addition to the fees and charges for each application or permit, Applicants must comply with all bonding requirements established by the Village of Pinehurst. Bonding requirements can be found in the applicable application packets.

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2016

POLICE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
	Parking Ticket:		
12/2004	Overtime Violation	$5.00	per ticket
12/2004	Other Parking Violations	$10.00	per ticket
05/2009	Door-To-Door Peddling, Soliciting, Canvassing Permit	$10.00	per application
05/2009	Door-To-Door Peddling, Soliciting, Canvassing Special Permit	No Charge	per application
12/2009	Precious Metals Dealer Permit	$180.00	per application
12/2009	Precious Metals Registered Employee	$10.00 $3.00	initial application per employee annual renewal per employee
12/2009	Precious Metals Special Occasion Permit	$180.00	per application

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2016

PUBLIC SERVICES – SOLID WASTE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
	Refuse:		
01/2014	48 Gallon Cart	$48.00	per additional cart
01/2014	64 Gallon Cart	$50.00	
01/2014	96 Gallon Cart	$55.00	
	Recycle:		
01/2016	48 Gallon Cart	$48.00	per additional cart
01/2014	64 Gallon Cart	$50.00	
01/2014	96 Gallon Cart	$55.00	
	Yard Debris:		
01/2016	48 Gallon Cart96 Gallon Cart	$48.00	per additional cart
01/2014	Bulk Load Pick Up	$55.00	per additional cart
01/2014		$150.00	first load per trip
01/2014		$75.00	extra load per trip
***Bulk load pick-up will only be provided to developed lots with established homes. Only one extra load per trip will be allowed.**			

RECREATION – FAIR BARN:

Council Adopted Date	Description	Fee/Charge	Unit
Facility Rental			
02/2016	**Base Fee Full Day (14 hours or less) *:** Resident Non-Resident Non-Profit** Commercial	 $1,375.00 $1,750.00 $1,000.00 $2,000.00	per day
02/2016	**Base Fee Weekday (8 hours or less) *:** Resident Non-Resident Non-Profit** Commercial	 $785.000 $1,000.00 $500.00 $1,150.00	per day
09/2013	Corporate Meeting	$785.00 $485.00	greater than 4 hours less than 4 hours
Other Facility Rental Fees			
01/2013	Additional Hours	$150.00	per hour
***Weekend rental is for Friday – Sunday for a 14 hour rental period. Weekday rental is for Monday-Thursday only within the specified time frame. 8 hour max for weekday events. Additional hours will be billed at $150/hour. **See Non-Profit definition on Page 16.**			
Special Use			
12/2003	Base Fee	Determined with the approval of the Parks & Recreation Director	
Other Fees			
12/2003	Admission Charged (does not apply to non-profit rentals)	10%	gross sales
12/2003	Cancellation (90 days or less)	100% retained	per deposit
12/2003	Cancellation (91 days or more)	50% retained	per deposit
02/2009 01/2015 01/2015	Chairs (includes set-up) Resident Non-Resident Commercial	 $1.50 $3.00 $3.00	per chair

RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
01/2015	Kitchen Cleaning/Trash Removal (including co- sponsored and gratuitous events)	$150.00	per event
	Dance Floor (21'x24' maximum available):		
12/2003	Whole	$300.00	per day
02/2009	Section	$5.00	per section per day
12/2009	Easels	$5.00	per easel per day
12/2007	Event Parking	Determined by Event Coordinator	
12/2003	Deposit (Security/Damage)	$500.00	per event
09/2013	Corporate Meeting Deposit	$250.00	per event
01/2015	Holiday Premium **	$375.00	per day
06/2013	Picnic Tables	$20.00	per table
12/2009	Pipe & Drape	$10.00	per section per day
01/2015	Prohibited Items (deducted from deposit)	$100.00	per event
01/2011	Setup/Breakdown Fee for items used off site	$200.00	per use
01/2015	Sound System	$100.00	per event
12/2009	Stage (4'x8' Section)	$15.00	per section per event
12/2009	Stage (24' x 16' Full)	$180.00	per event
12/2007	Tables (includes set-up)	$9.00	per table
12/2003	Vendor/Exhibitor	$25.00	per vendor/exhibitor
01/2012	Video Projector	$100.00	per day
01/2011	Video Projector Screen (12' x 12')	$100.00	per day

** Holiday Premium applies to the following holidays: New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Fair Barn Fees and Charges Definition

	Categories of Renters:
12/2003	Resident: Non-commercial, private individual that resides or owns property within the corporate limits of the Village of Pinehurst.
12/2003	Non-Resident: Non-commercial, private individual that does not own property within the corporate limits of the Village of Pinehurst.
12/2003	Non-Profit: Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7 with a physical location or offices located within Moore County, NC.

RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Fair Barn Fees and Charges Definition			
12/2003 09/2013	**Categories of Renters (continued):** Commercial: Any individual, sole proprietorship, corporation, business or other entity that does not qualify under any other renter category. Corporate Meeting: Any Commercial or Non-Profit renter using the facility Monday through Friday between the hours of 8:00 AM and 5:00 PM. Rates are inclusive of all amenities such as tables and chairs charged under Other Fees in this Schedule.		
The Village of Pinehurst reserves the right to define the renter category based on the usage.			
Other Definitions			
12/2003	Deposit: Amount due in advance to secure reservation of date, adequate clean up following the event and to recover any and all damage costs to the facility. Cancellation of an event results in forfeiture of all or a part of the deposit per the Fee Schedule.		
12/2003	Base Fee: Minimum charge paid by all renters of the Fair Barn. Base fee must be paid in full at least five business days prior to rental. The Weekday rate applies to any single event that occupies the facility for one day but does not apply to any event held on consecutive days or on Holidays. The Weekday rate applies to any one (1) day rental held on Monday through Thursday, which lasts no more than 8 hours, and rental must be completed and properly cleaned by 8:00 p.m. This time period must include all preparations for caterers, florists, exhibit setup, decorating, etc. and clean up after the event. Weekday rentals that go beyond the specified closing time of 8:00 p.m. will be billed an additional amount equal to the applicable Full Day rate.		
12/2003	Other Fees: Charges for additional services or equipment provided by the Fair Barn. All other fees associated with a rental must be paid in full at least five business days prior to rental.		
12/2003	Sponsored/Co-Sponsored: Events presented by, or coordinated with, a department of the Village of Pinehurst per the "Village Sponsorship of Events" policy.		
12/2003	Special Use: An event or activity, not sponsored or co-sponsored by the Village of Pinehurst, that, due to its size, scope, timing or other unusual characteristic or requirement, that qualifies as being beyond what is considered a normal and customary use of the facility. Criteria to determine if an event qualifies as a special use may include factors such as number of participants/spectators, economic factors such as estimated revenues and expenses, nature and type of event and extent of work required by the Village Staff that is above and beyond what is normal and customary. Examples of events that may qualify as special use are functions associated with other major events, athletic events, special events held on Track grounds generating a minimum of $7,500 in revenue, special attractions and/or demonstrations.		

RECREATION – HARNESS TRACK:

Council Adopted Date	Description	Fee/Charge	Unit
Ground Use			
09/2001	One Infield - without Show Rings	$150.00 $100.00	per day ½ day (4 hrs. max)
01/2012	One Infield – with Show Rings	$250.00 $185.00	per day ½ day (4 hrs. max)
01/2012	Two Infields – without Show Rings	$300.00 $175.00	per day ½ day (4 hrs. max)
01/2012	Two Infields – with Show Rings	$350.00 $250.00	per day ½ day (4 hrs. max)
Deposits			
01/2004	Grounds Use Clean Up	$150.00	per rental
01/2004	Show Office Use Clean Up	$50.00	per rental
01/2007	Stall Reservation	$100.00	per stall
Standardbred Training (Stall Rental)			
07/2015	Full Season	$927.00	per stall
07/2015	Monthly (No Proration Allowed)	$412.00	per stall
Standardbred Training (Other Fees)			
07/2015	Grooms Quarters - Improved	$206.00	per month
01/2013	Grooms Quarters - Unimproved	$72.00	per month
07/2015	Grooms Quarters - Prorated	$7.00	per day
01/2013	Grooms Quarters Cleaning Fee	$50.00	per room
07/2015	Additional Occupant	$60.00	per month
02/2009	Manure Pile Removal	$25.00	per pile
Horse Shows			
01/2001	Manure Pile Removal	$25.00	per pile
12/2009 01/2011	**Impact Fee:** Temporary Stalls Horse not using a stall	$10.00 $10.00	per stall, per show per day, per horse
01/2012	Paddock Fee	$25.00	per paddock per show

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Horse Shows (continued)			
01/2015	Stall Clean Out	$10.00	per stall
01/2011	Show Ring Incentive Program (promoters participating in incentive program will have tack stall fees waived for five years) (Resolution #10-36)	Waived	five (5) years
01/1997	Vendor Fee	$25.00	per vendor per show
Stall Rental Rates are per stall, per weekend, max of 3 nights			
01/2013	Stall Rental (less than 100)	$40.00	
01/2013	Stall Rental (more than 100)	$35.00	
01/2013	Tack Stall Rental	$35.00	
01/2013	Additional Stall Nights over 3 Nights	$15.00	per stall, per night
Other Fees			
01/1997	Admission/Parking Charge	10% of gate, if admission/parking is charged	
07/2015	Oversize Vehicle Parking (RV)	$35.00	per night (maximum stay of 7 days)

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	
Harness Track Fees and Charges Definitions	
01/2012	Ground Use Fee: To be charged to all individuals or groups who wish to reserve and use the Harness Track grounds. The Village of Pinehurst does not charge Ground Use Fees for general use by the public such as walking, golfing, etc.; Standardbred training; and Resort stable usage. Sponsored/co-sponsored activities by the Village with outside entities will negotiate a usage fee per the discretion of the Parks and Recreation Director. Set up and cleanup is part of the rental time period and is the sole responsibility of the renting individual or group. Priority for rentals will be given to individuals or groups requesting use of the Show Rings.
01/1997	Clean Up Deposit: The Village requires all renters of the Harness Track grounds or any office to be used as the Show Office to supply a deposit. The Village of Pinehurst based on whether the facility is left clean by the user may retain all, a portion of, or none of the deposit.
01/2011	Standardbred Fee: Standardbred fees are charged according to the Fee Schedule. Improved Grooms Quarters refer to rooms with direct access to a combination of water/sewer and heat system. Un-Improved Grooms Quarters refer to rooms without access to water/sewer and heating. The Standardbred season is defined as the period from October 15 – May 1. Priority for stall reservations will be given to Full Season stall rentals. Monthly Stall rentals will be available on a first come, first served basis after all Full Season stalls have been assigned. Payments received in full, in advance or upon arrival for all Full Season stalls, will receive a 5% discount.
01/2014	Horse Shows: Horse Shows are charged the Ground Use Fee plus all other applicable charges listed in the Fee Schedule. Overtime hours for staff will be billed at the established rate as per the Village's Service Fee Policy. Fees related to inspections of tents will be waived for all horse shows held on the grounds.
01/1997	Other: Tack Shop, Track Restaurant, Blacksmith Shop, and Trailer Space each have their own lease agreements, which are renewed annually with an adjustment according to the Consumer Price Index (CPI).

RECREATION – PARKS and RECREATION:

Council Adopted Date	Description	Fee/Charge	Unit
The fee for all Parks and Recreation programs, events, leagues and athletic events is the same regardless of the age of the participant unless specified otherwise in the Fee Schedule. No Pinehurst resident youth will be denied participation based on their ability to pay.			
01/2015	Non-Resident Family Membership	The cost of this membership is $60 and is good for one year from the date payment and application are received. It entitles every member of the family (Parents/Children) to register at the Resident rate for all Athletic Events, Athletic Leagues, Classes and Programs.	
01/2016	Outside Group Programs	Outside groups using Village facilities to conduct programs or classes approved by the Village Parks & Recreation Department will remit 10% of all fees collected. There will be no charge for the use of the facilities.	
Athletic Events The athletic events fee may be waived for youth at the discretion of the Director of Parks and Recreation.			
01/1997	Team Fee (Resident and Non-Resident)	$20.00 plus direct costs	per team
	Individual Fee:		
01/1997	Resident	$5.00 plus direct costs	per individual
01/2011	Non-Resident	Two times the resident fee	per individual
Athletic Leagues			
	Team Fee:		
01/1997	Resident	$40.00 plus direct costs	per team
12/2008	Non-Resident	$40.00 plus direct costs plus $20.00 per non-resident on roster	per team
	Individual Fee:		
06/2013	Resident	$20.00	per individual
06/2013	Non Resident	$40.00	per individual

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Classes/Programs The registration fee may be prorated by the Director of Parks & Recreation for participants who wish to attend after a class has started.			
01/1997	Resident	$5.00 plus direct costs	per participant
12/2008	Non-Resident	Two times the resident fee	per participant
Youth Day Camps The weekly rates for Youth Day Camps will be calculated and published in the Spring/Summer Program Guide. The deposit will be applied to the weekly rate and the balance of each week reserved is due one week prior to the start of each session. The registration fee may be prorated by the Director of Parks & Recreation for participants who wish to attend after a class has started.			
06/2013	Resident	$10.00 plus direct costs	per participant
12/2008	Non-Resident	One and a half times the resident fee	per participant
12/2007	Deposit	$25.00	per week reserved
General Fees The following fees may apply to all Parks and Recreation Facility Rental unless stated otherwise in the Fees and Charges Schedule.			
06/2013	Admission Charged	10%	gross sales
06/2013	Chairs-(only available on site)	$1.50 set up by renter $3.00 set up by Village staff	per chair
06/2013	Tables-on site	$4.50 set up by renter $9.00 set up by Village staff	per table
01/2016	Tables-off site (limited quantities)	$4.50 Resident $9.00 Non-Resident	per table
06/2013	Stage (4'x8' Section)	$15.00	per section per event
06/2013	Stage (24'x16' Full)	$180.00	per event
06/2013	Stage Setup/Breakdown	$200.00	per stage use
06/2013	Vendor/Exhibitor	$25.00	per vendor/exhibitor
06/2013	Sound System	$50.00	per event

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Facility Rental			
01/2012	Facility Rental Supervisor	$25.00 $10.00	first two hours each additional hour
06/2013 06/2013	**Athletic Facilities:** Resident/Non-Profit Non-Resident	 $15.00 $30.00 $25.00 $50.00	 per game/hour without lights per game/hour with lights per game/hour without lights per game/hour with lights
12/2008	Bleachers (Resident and Non-Resident)	$25.00	per bleacher per day
06/2013 06/2013	**Park Picnic Shelters:** Resident/Non-Profit Non-Resident	 $25.00 $15.00 $50.00 $15.00	 first three hours each additional hour first three hours each additional hour
Temporary Use Permits			
01/2015	Application Fee	$50.00	per event
01/2015	Late Application Fee	$25.00	per event
01/2015	Bleachers	$50.00	per unit
01/2015	Greenway Trail Use	$50.00	per event
01/2015	Post Event Clean Up	$100.00	per event
01/2015	Street Closure	$50.00	per barricade point
01/2015	On-site Staffing (three hour minimum)	Duration and number of staff needed will be determined by Director of Parks & Recreation based on size and scope of event. Hourly rates will vary for staff scheduled to work an event.	

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Village Parks Rental fees and deposit requirements apply to non-profit organizations whose principal operating office is not within the Village of Pinehurst and to private groups or individuals. The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the grounds. Cancellation of an event results in forfeiture of all or a part of the deposit (30 days or less 100% retained, 31 days or more 50% retained). Deposits are refundable if grounds are properly cleaned by the user following the event and no damage to the grounds has occurred. **Arboretum Lawn** The Arboretum lawn is divided into three separate areas available for rent. The Pergola Garden is adjacent to the Assembly Hall, Joyce's Meadow is the large field below the Pergola Garden and the Magnolia Lawn is between the Entrance Structure and Overlook near the intersection of McCaskill and Magnolia Roads. **If more than one amenity is requested to be used, the package rate will apply per day.**			
Timmell Pavilion Only (includes tables and chairs)			
01/2015	**Pavilion rental:** Resident Non-Resident Resident and Non-Resident	 $180.00 $240.00 $40.00	 first three hours first three hours each additional hour
Grounds Only (includes tables and chairs)			
01/2015	**Pergola Garden:** Resident Non-Resident	 $450.00 $600.00	per day
01/2015	**Magnolia Lawn:** Resident Non-Resident	 $350.00 $450.00	per day
01/2015	**Joyce's Meadow:** Resident Non-Resident	 $600.00 $775.00	per day
01/2015	**All Grounds:** Resident Non-Resident	 $775.00 $1,000.00	per day

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Village Parks (continued)			
Grounds & Pavilion Rental (includes tables and chairs)			
01/2015	**Pergola Garden & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**Magnolia Lawn & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**Joyce's Meadow & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**All Grounds & Timmel Pavilion:** Resident Non-Resident	 $1,200.00 $1,600.00	per day
Staff			
01/2015	Set up/Breakdown crew for tables and chairs	$200.00	per event
Deposit			
01/2015	Timmel Pavilion only Deposit	$100.00	per event
01/2015	Multiple Amenities/Venues Deposit	$200.00	per event
Tufts Memorial Park			
06/2013	Deposit	$100.00	per event
06/2013	Resident	$250.00	per day
01/2015	Non-Resident	$325.00	per day
Special Events At the discretion of the Director of Parks and Recreation, a fee may be established for special events based on direct costs.			
01/1997	Resident and Non-Resident	No charge	per participant

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Workshops			
01/1997	Resident	$5.00	per participant
12/2008	Non-Resident	Two times the resident fee	per participant
Trips			
	Using Non-Village Owned Vehicle:		
01/1997	Resident	$5.00 plus direct costs	per participant
01/1997	Non Resident	$10.00 plus direct costs	per participant
	Using Village Owned Vehicle:		
01/1997	Resident	$5.00 plus direct costs and IRS mileage rate	per participant
01/1997	Non-Resident	$10.00 plus direct costs and IRS mileage rate	per participant
Other Fees			
12/2008	Overnight Parking (Resident and Non-Resident)	$2.00	per car per night

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
Parks and Recreation Fees and Charges Definitions In circumstances where demand is expected to exceed supply for classes and programs, Pinehurst residents will receive priority in registration by the establishment of advance registration dates open to Pinehurst residents only. Participants must live, own property, work, or go to school in Moore County. The parent(s) of youth participants must live, own property, work, or go to school in Moore County.	
01/1997	Athletic Events: Sport related programs that are held infrequently and last less than five consecutive days and/or are not limited to a minimum or a maximum number of participants (provided there are no facility or logistical limitations).
01/1997	Athletic Leagues: Organized sport related programs that encompass a certain number of teams.
01/1997	Classes: Programs that require more than one meeting time to complete.
12/2007	Day Camp Deposit: Amount due at registration to secure slot for each participant, per session. Deposit is non-refundable.
01/1997	Facility Rental: Fee charged for the use of Village owned property.
01/2012	Facility Supervisor: A person employed by the Parks and Recreation department who is responsible for opening a facility for rental, providing necessary equipment, and locking facility at the conclusion of rental.
01/1997	Indigent Youth: Child under the age of 18 and still enrolled in school who, or whose parents or guardian, are receiving governmental financial assistance.
07/2016	Non-Profit: Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7 with a physical location or offices located within Moore County, NC.
01/1997	Non-Resident: A person who does not reside inside the Village limits of Pinehurst nor who, or whose parents or guardian, pays Village of Pinehurst property taxes.
01/1997	Resident: A person who resides inside the Village limits of Pinehurst or whose parents or guardian, pays Village of Pinehurst Property taxes.
01/1997	Special Events: Programs that are held infrequently, last less than five consecutive days and/or are not limited to a minimum or a maximum number of participants (provided there is not facility or logistical limitations).
01/1997	Trips: Organized travel for a specific purpose.
01/1997	Workshops: One-day programs that are limited to a set minimum and maximum.

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
12/2008	**Refund Policy**

Purpose

To adopt a fair and equitable refund policy for all fee based classes, programs, and leagues that allows for sufficient cancellation time for programs with participant deficits.

Coverage

This policy, upon adoption by the Village Council, shall be applicable to all individuals registered in fee based programs conducted by the Parks and Recreation Department until such time as it is altered, modified, or rescinded by the Village Council.

Policy

If the department cancels a program, class, activity, or facility reservation, a FULL refund will be issued in the form of a check within two (2) weeks.

Once a person or team has registered for a program, class, activity, or league, or has reserved a facility or equipment, NO REFUNDS will be issued to that person or team UNLESS the department receives a request in writing five (5) working days prior to the first scheduled day of the program, class, activity, league action, or reservation.

When an individual registrant has cancelled under certain circumstances that qualify the individual for a refund, the refund will be equal to the amount paid by the registrant, less a $5.00 administrative fee and any non-refundable deposits that may be applicable.

When an adult athletic team has canceled under circumstances that qualify the team for a refund, the refund will be 75% of the team's registration fee. The $20 fee for non-resident team members is not refundable.

If a registrant cancels participation in a trip, a full refund, less a $5.00 administrative fee and any non-refundable deposits, will be issued if the trip is fully subscribed and the registrant's slot is filled. Otherwise, there will be no refund.

The Director of Parks and Recreation will determine refunds in any special circumstance not addressed by this policy.

VILLAGE- WIDE:

Council Adopted Date	
07/2013	

The Village Manager or designee may charge a fee not included in the fee schedule but are deemed appropriate for unique situations.

Fees for Co-Sponsored events will be determined by the Village Manager or designee.

The Village Manager or designee may waive any fee that is deemed in the best interest of the community.