



**VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF JUNE 27, 2017
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

1. Call to Order.
2. Invocation and Pledge of Allegiance.
3. Reports:
 - Manager
 - Council
4. Motion to Approve Consent Agenda.

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

- A. Consider a resolution of appreciation honoring John Gaida for his service on the Pinehurst Community Watch.
- B. Public Safety Reports.
 - Police Department
 - Fire Department
- C. Approval of Draft Village Council Meeting Minutes.
 - May 9 Work Session
 - May 9 Closed Session
 - May 15 Budget Work Session
 - May 23 Regular Meeting
- D. Consider a budget amendment to reclassify expenditure.

End of Consent Agenda.

5. Consider appointing Leo Santowasso as the new Chairperson for the Planning and Zoning Board.
6. Motion to Recess the Regular Meeting and Enter into a Public Hearing.
7. Public Hearing No. 1

The purpose of the public hearing is to consider Official Text Amendments to the Pinehurst Development Ordinance. Specifically, Section 8.6, SR-2(4), "Dwelling, Townhouse/Cluster Dwellings", Section 8.6, SR-3(1), "Dwelling, Multi-Family"; and, Section 10.2, "Definitions". These amendments would require a minimum of 1,500 heated square feet for townhouse/cluster dwellings and multi-family dwellings; and, add a definition for "Heated Square Footage". The applicant is John E. Farrell.
8. Motion to Adjourn Public Hearing and Re-Enter Regular Meeting.

9. Consider an ordinance amending the Pinehurst Development Ordinance Section 8.6, SR-2(4), "Dwelling, Townhouse/Cluster Dwellings", Section 8.6, SR-3(1), "Dwelling, Multi-Family"; and, Section 10.2, "Definitions".
10. Consider a land swap between the Village and Frank Maser.
11. Consider extending a contract for on-call engineering services with McGill Associates.
12. Consider a solid waste contract for CCNC with Lofton Garbage Services.
13. Approve a contract leasing Village property for concession services.
14. Other Business.
15. Comments from Attendees.
16. Motion to Adjourn.

Vision: The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions.

Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.

Values: Competent, Courteous, Professional, and Responsive.



**CONSIDER A RESOLUTION OF APPRECIATION HONORING JOHN
GAIDA FOR HIS SERVICE ON THE PINEHURST COMMUNITY WATCH.
ADDITIONAL AGENDA DETAILS:**

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

6/22/2017

MEMO DETAILS:

John Gaida has finished his term as the Vice Chair of Community Watch after serving for over 11 years for the Village of Pinehurst. Please consider the attached resolution honoring him which will be presented at a future Village Council meeting. Thank you.

ATTACHMENTS:

Description

▣ Resol 17-18 Honor Gaida (PCW)

RESOLUTION #17-18:

**A RESOLUTION HONORING THE SERVICE OF MR. JOHN GAIDA TO THE
PINEHURST COMMUNITY WATCH PROGRAM**

THAT WHEREAS, the Village Council of Pinehurst, North Carolina wishes to acknowledge and express its appreciation to Mr. John Gaida for his more than eleven years of dedicated service to the citizens of Pinehurst as a member of the Pinehurst Community Watch program; and

WHEREAS, on April 25, 2006 the Village Council appointed Mr. Gaida as the Vice Chairman of the Community Watch program and he served continuously and faithfully from that time; and

WHEREAS, Mr. Gaida has devoted his time, energy and talents to this community and the safety of the public by providing experience and sound judgment on its behalf with integrity, dignity and thoughtful reflection; and

WHEREAS, Mr. Gaida provided outstanding leadership in the Community Watch program by heightening the programs awareness throughout the Village of Pinehurst.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 27th day of June, 2017, 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 Pinehurst Community Watch program.

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

THIS RESOLUTION passed and adopted this 27th day of June, 2017.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**PUBLIC SAFETY REPORTS.
ADDITIONAL AGENDA DETAILS:**

Police Department
Fire Department

FROM:

Lauren Craig

DATE OF MEMO:

6/20/2017

MEMO DETAILS:

Attached are the monthly public safety reports.

ATTACHMENTS:

Description

☐ PD Report May

☐ FD Report May

Incident IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

May 2017 - May 2016

Part I Offenses	May 2016	May 2017	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2016	2017			2016	2017		
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	0	2	2	-	0	2	2	-
Violent Total:	0	2	2	-	1	2	1	100%
Burglary	0	0	0	0%	0	1	1	-
Residential	0	0	0	0%	0	1	1	-
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	10	7	233%	26	35	9	35%
Auto Theft	0	0	0	0%	0	1	1	-
Arson	0	0	0	0%	0	0	0	0%
Property Total:	3	10	7	233%	26	37	11	42%
Part I Total:	3	12	9	300%	27	39	12	44%

Part II Offenses	May 2016	May 2017	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2016	2017			2016	2017		
Drug	16	47	31	194%	78	107	29	37%
Assault Simple	0	0	0	0%	4	3	-1	-25%
Forgery/Counterfeit	1	3	2	200%	2	3	1	50%
Fraud	1	5	4	400%	11	13	2	18%
Embezzlement	0	1	1	-	0	1	1	-
Stolen Property	1	1	0	0%	2	4	2	100%
Vandalism	4	0	-4	-100%	18	4	-14	-78%
Weapons	0	1	1	-	1	7	6	600%
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	1	1	-	1	1	0	0%
D.W.I.	0	5	5	-	2	7	5	250%
Liquor Law Violation	1	6	5	500%	2	6	4	200%
Disorderly Conduct	0	0	0	0%	2	1	-1	-50%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	8	59	51	638%	78	96	18	23%
Part II Total:	32	129	97	303%	201	253	52	26%
Incident Total:	35	141	106	303%	228	292	64	28%

Arrest IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

May 2017 - May 2016

Part I Offenses	May 2016	May 2017	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
2016	2017			2016	2017			
Murder	0	0	0	0%	0	0	0	0%
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	0	0	0	0%	0	1	1	-
Violent Total:	0	0	0	0%	0	1	1	-
Burglary	0	0	0	0%	0	1	1	-
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	2	4	2	100%	8	15	7	88%
Auto Theft	0	0	0	0%	0	1	1	-
Arson	0	0	0	0%	0	0	0	0%
Property Total:	2	4	2	100%	8	17	9	112%
Part I Total:	2	4	2	100%	8	18	10	125%
Part II Offenses	May 2016	May 2017	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
					2016	2017		
Drug	10	27	17	170%	82	106	24	29%
Assault Simple	1	1	0	0%	10	4	-6	-60%
Forgery/Counterfeit	0	1	1	-	2	1	-1	-50%
Fraud	0	1	1	-	0	3	3	-
Embezzlement	0	1	1	-	0	1	1	-
Stolen Property	1	1	0	0%	4	5	1	25%
Vandalism	0	1	1	-	2	3	1	50%
Weapons	0	1	1	-	5	8	3	60%
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	1	0	-1	-100%
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	1	1	-	0	3	3	-
D.W.I.	9	6	-3	-33%	34	32	-2	-6%
Liquor Law Violation	2	2	0	0%	8	5	-3	-38%
Disorderly Conduct	0	0	0	0%	2	3	1	50%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	1	0	-1	-100%	1	0	-1	-100%
All Other Offenses	28	32	4	14%	133	136	3	2%
Part II Total:	52	75	23	44%	284	310	26	9%
Arrest Total:	54	79	25	46%	292	328	36	12%



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

SUMMARY FOR THE MONTH OF MAY 2017

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	NUMBER THIS MONTH	NUMBER YTD	NUMBER THIS MONTH LAST YEAR	NUMBER YTD LAST YEAR	PERCENTAGE YTD
Fire	10	35	4	17	106%
Overpressure Rupture, Explosion, Overheat - no fire	0	2	1	3	-33%
Rescue & EMS Incidents	46	205	21	158	30%
Hazardous Conditions - no fire	18	70	15	73	-4%
Service Call	19	121	15	86	41%
Good Intent Call	30	129	28	89	45%
False Alarm & False Call	25	109	16	107	2%
Severe Weather & Natural Disaster	1	8	0	5	60%
Special Incident Type	0	0	0	1	-100%
TOTAL INCIDENTS	149	679	100	539	26%

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	NUMBER THIS MONTH	NUMBER YTD	NUMBER THIS MONTH LAST YEAR	NUMBER YTD LAST YEAR	PERCENTAGE YTD
Residential	5	44	58	91	-52%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	0	0	0	0%
Commercial	19	59	0	1	5800%
Plan Review/Site Inspections	4	9	1	7	29%
Reinspection	3	36	0	10	260%
Occupancy Certificates	0	0	0	0	0%
TOTAL INSPECTIONS	31	148	59	109	36%
Violations Found:	26	77	0	0	N/A
YTD Violations to be Corrected:		96		0	
YTD Violations Corrected:		60		0	
Correction Percentage:		63%		0%	

June 5, 2017

J. Carlton Cole, Fire Chief

FIRE DEPARTMENT

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



**APPROVAL OF DRAFT VILLAGE COUNCIL MEETING MINUTES.
ADDITIONAL AGENDA DETAILS:**

May 9 Work Session
May 9 Closed Session
May 15 Budget Work Session
May 23 Regular Meeting

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

6/20/2017

MEMO DETAILS:

See attachments for draft minutes.

ATTACHMENTS:

Description

- ☐ 05-09 Work Session Minutes
- ☐ 05-15 Budget Work Session Minutes
- ☐ 05-23 Regular Meeting Minutes

**MINUTES OF
VILLAGE COUNCIL WORK SESSION
MAY 9, 2017**

**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 9, 2017 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 30 attendees, including 10 staff and 1 press.

- 1. Call to Order.**
Mayor Nancy Roy Fiorillo called the meeting to order.
- 2. Recognition and presentation of certificate for Fire Chief Carlton Cole completing the USFA's Executive Fire Officer Program.**
Village Manager Jeff Sanborn recognized Fire Chief Carlton Cole for recently completed the USFA's Executive Fire Officer Program.
- 3. Consider a request from Community Presbyterian Church for the Rezoning of +/- 4.25 Acres from R-10 Residential and R-20 Residential to R-10 Residential - Conditional District.**
Kevin Reed, Director of Planning and Inspections, explained the Village Council, at its April 25, 2017 meeting, conducted a duly advertised public hearing on a rezoning request submitted by Community Presbyterian Church. Pete Bogle, the architect for the project representing Community Presbyterian Church (CPC) gave an overview of the submitted plan. He also shared a revision to the plan if they are to remove the right of way parking. Council discussed the impervious surface and the right of way parking. Kevin Reed explained Council may want to consider changing Condition 1 and Condition 8 from the Planning and Zoning Board before approving an ordinance. Council and the applicant discussed the potential for a future partnership for the Village to remove the blue stone and bring in fill dirt and the church to bring in topsoil and planting for the right of ways. Council formed a consensus to consider a vote at their next Regular Meeting and have staff present a revised ordinance for consideration.
- 4. Presentation of the 2018 Strategic Operating Plan.**
Village Manager Jeff Sanborn presented the Village Council with an overview of the recommended FY 2018 Budget and Strategic Operating Plan. John Frye explained an update regarding a senate bill regarding sales tax revenue changes. Mr. Sanborn explained Council's four areas of focus were to guide appropriate redevelopment and growth, provide interconnected greenway trails, bike paths, & sidewalks, maintain high quality streets, and to provide recreation programs, leisure activities, & cultural arts events for all ages. Mr. Sanborn reviewed the SOP key components and enhancements, explained major items included in the budget, and the list of Initiative Action Plans. Mr. Sanborn gave an overview of the General Fund budget and significant FY 2018 capital projects. Mr. Sanborn also gave an overview of the FY 2018-2022 Five-year Financial Forecast. Council thanked Mr. Sanborn for his presentation of the Strategic Operating Plan and Budget.

**MINUTES OF
VILLAGE COUNCIL WORK SESSION
MAY 9, 2017**

5. Presentation by staff on the Draft Village of Pinehurst Historic District Guidelines.

Kevin Reed, Director of Planning and Inspections, gave an update on the committee regarding their guideline development process and history of the HPC Standards and Guidelines. He gave an overview of the organization of the newly proposed guidelines and any potential issues for Council to consider. Mr. Reed commended Jim Lewis and his committee on their work on this document. Council held a discussion with Jim Lewis regarding clarification for using the word “should” in these guidelines. Council discussed the notion of districts. Michael Newman, Village Attorney, explained he has a disagreement with respect to the incongruity standard and only the NC General Statutes gives the HPC discretion. Mr. Newman cautioned Council to reread the case in Beaufort that he has cited for them. Council held a discussion about these recommendations. Jim Lewis suggested dividing up the Village into multiple districts because our historic district is too large. Council formed a consensus that they will not make any determination tonight. Mayor Fiorillo suggested to obtain more public input at their next meeting and to hear from designers and home builders. She would also like to consider the advice from the attorney.

6. Discuss Lake Pinehurst sidewalks.

Council said leave it in the budget and assign it somewhere for now and they will discuss this at a later time.

7. Discuss Lake Pinehurst street lights.

Council said leave it in the budget and assign it somewhere for now and they will discuss this at a later time.

8. Discuss downtown parking.

Mayor Fiorillo said Marty McKenzie does not want us to change the green space adjacent to the Theatre Building. Each Councilmember, with the exception of Councilmember Campbell, supported the planned project to add spaces along Cherokee and not to do anything to the area adjacent to the Theatre Building at this time.

9. Discuss a potential Triangle J Council of Governments (COG) tri-cities planning project.

Mayor Fiorillo explained the Mayors and Managers of Pinehurst, Southern Pines and Aberdeen wish to establish a framework within which we can discuss issues of mutual interest especially in the areas of transportation infrastructure, compatible zoning and compatible development standards. The Mayor explained the Triangle J Council of Governments has agreed to moderate this effort and provide any planning staff capacity they have that would be appropriate to the task for the price of membership in the Triangle JCOG as two year trial program. Mr. Sanborn said the annual Triangle J COG dues for Pinehurst would be \$6,288. Pat Corso supported this effort and said it creates a good opportunity for facilitated planning discussions among the three towns. Council formed a consensus to pursue this membership.

10. Other Business

- a. None.

11. Review the preliminary list of items for the 5/23 Regular Meeting agenda.

Village Manager Jeff Sanborn submitted the following list of items for the May 23 Regular Meeting.

1. Consent Agenda: Approval of Draft Village Council Meeting Minutes
2. Consent Agenda: Public Safety Reports
3. Consent Agenda: Consider a reappointment to the Planning and Zoning Board and the Board of Adjustment (Myles Larsen).
4. Public Hearing: The purpose of this public hearing is to discuss the proposed Fiscal Year 2018 Budget for the Village of Pinehurst.
5. Discuss and consider an ordinance for the proposed Village of Pinehurst Historic District Guidelines.

**MINUTES OF
VILLAGE COUNCIL WORK SESSION
MAY 9, 2017**

6. Consider a request from Community Presbyterian Church for the Rezoning of +/- 4.25 Acres from R-10 Residential and R-20 Residential to R-10 Residential - Conditional District.
7. FY 2017 3rd Quarter SOP Update
8. Consider a land swap: property behind Old Fire Station in exchange for land behind Trotter Hills

Council determined to add public input for the historic guidelines to this agenda on May 23.

- 12. 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 Village Manager Jeff Sanborn's contract and performance review.**

Upon a motion by Councilmember Berggren, seconded by Councilmember Bouldry, Council unanimously approved 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 Village Manager Jeff Sanborn's contract and performance review by a vote of 5-0.

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

Upon a motion by Councilmember Bouldry, seconded by Councilmember Berggren Council unanimously approved to adjourn the Closed Session and re-enter the Work Session by a vote of 5-0.

- 14. 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 8:00 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

**MINUTES OF
VILLAGE COUNCIL SPECIAL MEETING
MAY 15, 2017**

**395 MAGNOLIA ROAD
ASSEMBLY HALL
PINEHURST, NORTH CAROLINA
4:00 P.M.**

The Pinehurst Village Council held a Special Meeting (Budget Work Session) at 4:00 p.m., Monday, May 15, 2017 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 Hawkins, Assistant Village Manager
Mr. John Frye, Director of Financial Services
Ms. Lauren M. Craig, Village Clerk

And approximately 12 attendees, including 10 staff and 1 press.

1. Call to Order.

Mayor Nancy Roy Fiorillo called the meeting to order.

2. Discussion of the Recommended 2018 Strategic Operating Plan.

Village Manager Jeff Sanborn explained he presented the Council with the recommended FY 2018 Budget and Strategic Operating Plan at the last work session.

1) Process Overview

Assistant Village Manager Natalie Hawkins explained the process staff and Council took to develop the 2018 Strategic Operating Plan which included a strategy development, Council's confirmation of Balanced Scorecard (BSC) and Key Performance Indicators (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 Hawkins shared the strategic priorities which are expressed as goals, strategic objectives, and key performance indicator targets on the Village's Balanced Scorecard (BSC). Ms. Hawkins highlighted all of the initiatives in the five-year planning period. Councilmember Berggren suggested to use the words "pedestrian connectivity" rather than "sidewalks" in the document and also to keep recreational center and cultural centers separate. Ms. Hawkins indicated staff would make the requested changes to the budget document.

3) Overview of Proposed FY 2018 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 \$19,139,093 in the proposed document. He discussed property taxes and the proposed property tax rate is being maintained at \$0.295. He discussed sales tax and electricity sales taxes, unrestricted

**MINUTES OF
VILLAGE COUNCIL SPECIAL MEETING
MAY 15, 2017**

intergovernmental revenues and restricted intergovernmental revenues. Mr. Frye noted permits and fees are up 15.9%, primarily due to increased construction activity and additional fire district revenues from Moore County and Taylortown. He also explained Sales & Services revenues are up 8.7%, primarily due to Recreation program revenues. He noted other revenues are up 11.8% due to an increase in local ABC store profits. Mr. Frye noted the fund balance appropriated is approximately \$1.2 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 139 full-time equivalents (FTEs). He explained the document includes Human Resources and Finance adding hours to existing positions, Buildings & Grounds adding a full-time Grounds Maintenance Specialist, and Streets & Grounds adding two seasonal Maintenance Technicians in FY 2018. He noted merit raises for employees at 0-3%, and 10% increase in group insurance costs. Mr. Frye discussed operating expenditures include resurfacing money for 3-5 miles of streets, Given Memorial Library funds, debt service expenditures for FY 2018, a transfer to the Community Center Capital Project Fund, and capital expenditures for FY 2018. He noted there is a detailed listing of capital items funded in FY 2018 included in the document.

6) Capital Project Fund

Director of Financial Services John Frye explained the concept of creating a capital project fund to transfer \$355,000 from the General Fund in FY 2018 for design costs related to the proposed Community Center.

7) Five-Year Financial Forecast

Director of Financial Services John Frye shared the five-year financial forecast. He noted this section 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.

8) Capital Improvement Plan

Director of Financial Services John Frye shared the Capital Improvement Plan which totals of \$11,890,600 in 5-year capital spending. He noted this includes a replacement of vehicles and equipment per replacement schedules and includes \$4.4M in other capital additions. A list detailing Fleet, IT, and capital additions in a five-year detail was also reviewed.

9) Other Items

Director of Financial Services John Frye reviewed Senate Bill 126 Article 40 Local Option Sales Tax and explained the proposed changes in adjustment factors could take up to \$352,000 per year from Village revenue. Council reviewed the budget reductions that occurred during the review committee process and Council held a discussion about these items.

Natalie Hawkins suggested adding the budget document to Open Village Hall to receive public input from May 16-22 and Council determined to proceed with posting this.

3. Motion to Adjourn.

Councilmember Bouldry moved to adjourn the Work Session. The motion was seconded by Councilmember Berggren and carried unanimously. The Work Session adjourned at 5:15 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

**MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
MAY 23, 2017**

**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 23, 2017 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. John R. Cashion, Mayor Pro-Tem
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

Unexcused absence: Mr. Clark Campbell, Councilmember

And approximately 49 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.

Dr. Matt Stillman of Trinity Fellowship led the invocation and Mayor Fiorillo led everyone in the Pledge of Allegiance.

3. Reports.

Manager

- None.

Council

- Councilmember Bouldry noted he attended the annual Citizens on Patrol Awards Dinner and shared information about the volunteers' accomplishments.
- Mayor Fiorillo said she attended the awards and recognition dinner for the Police Department the following night.
- Mayor Fiorillo said she asked the Village Manager to research the NC General Statutes regarding how to handle Council absences. Mr. Sanborn said the statutes indicate that when any member of the governing body is not in attendance, the other members should vote on whether it is an excused or unexcused absence. He said if governing body votes that the absence is not excused, the absent member's vote should be counted in the affirmative. Upon a motion by Councilmember Bouldry, seconded by Councilmember Berggren, Council unanimously approved that Councilmember Clark Campbell's absence is not excused and therefore every vote will be counted in the affirmative by a vote of 4-0.

4. Recognition of Fire Department staff for CPR Saves.

Fire Chief Carlton Cole explained the Pinehurst Fire Department was involved with two incidents that resulted in successfully reviving patients through Cardio-Pulmonary Resuscitation (CPR). The Village Council recognized the team members involved with each incident and presented them with certificate of commendation.

**MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
MAY 23, 2017**

5. Motion to Approve Consent Agenda.

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

- A. Consider a reappointment to the Planning and Zoning Board and the Board of Adjustment (Larsen).
- B. Budget Amendments Report
- C. Public Safety Reports.
 - Police Department
 - Fire Department
- D. Approval of Draft Village Council Meeting Minutes.
 - April 11 Work Session
 - April 13 Special Meeting
 - April 25 Regular Meeting

End of Consent Agenda.

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

6. Motion to Recess Regular Meeting and Enter Into a Public Hearing.

Upon a motion by Councilmember Bouldry seconded by Councilmember Berggren, Council approved to recess the regular meeting and enter into a public hearing by a vote of 5-0.

7. Public Hearing No. 1

The purpose of this public hearing is to discuss the proposed Fiscal Year 2018 Budget for the Village of Pinehurst.

Assistant Village Manager Natalie Hawkins introduced the Annual Budget Public Hearing. She explained the four areas of focus for the upcoming fiscal year and that the Strategic Operating Plan includes 12 Initiative Action Plans at a cost of \$1.3 million. She covered other significant items included in the FY 2018 budget including capital items. Ms. Hawkins explained staff posted this topic on Open Village Hall for feedback. The topic received 30 comments and staff shared these full results with the Village Council.

Public Comments:

- John Strickland said he appreciates the hard work that goes into this comprehensive document. He noted past discussion regarding the community center partnering with Southern Pines and Aberdeen or the YMCA and he encouraged continuing this. He also suggested to look at the long term budget and pressures that will come along with the community center in the future. He asked for clarification if this would be combined or a separate entity from the cultural center that has also been discussed. Mayor Fiorillo explained the efforts made with the YMCA and other discussions held with the three towns. She also said the maintenance is built into the five year budget including the maintenance, staffing, and other needs. The Mayor also confirmed that a cultural center is not being combined into the community center. Councilmember Bouldry explained his conversations with Audrey Moriarty regarding a cultural center. Councilmember Cashion suggested partnering with the three towns and the college for the cultural center.
- Judy Davis asked about the \$30,000 for pedestrian connectivity that remains in the budget. Said suggested to use this money for something similar such as sidewalks and roads. She also

**MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
MAY 23, 2017**

suggested to have the Community Center reviewed again to include community interest in supporting it and the location options.

- John Taylor said the staff did a nice job on this budget. Said almost 2% of the budget is going towards the plan for the Community Center and he asked if this is for certain going forward. The Mayor noted this has been a major project on the radar for about 10 years. Mr. Taylor asked what other actions would need to be taken by Council to make the community center actually happen. He also asked if there are any zoning issues.

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

Upon a motion by Councilmember Cashion seconded by Councilmember Bouldry, Council approved to adjourn the public hearing and re-enter the regular meeting by a vote of 5-0.

Mayor Fiorillo explained Council will take a vote on the proposed budget at the June 13 work session.

9. Consider a Request from Community Presbyterian Church for the Rezoning of +/- 4.25 Acres from R-10 Residential and R-20 Residential to R-10 Residential - Conditional District

Kevin Reed, Director of Planning and Inspections explained the Village Council, at its April 25, 2017 meeting, conducted a duly advertised public hearing on a rezoning request submitted by Community Presbyterian Church and it continued its discussion at the May 9 work session. Council held a discussion about the revised site plans and revised ordinance for consideration.

John Hoffman suggested changes to condition #8 in the ordinance and to add wording regarding the maintenance of the landscaping that will be added. He also quoted from the PDO regarding special requirements and said condition 4 should be removed from the ordinance in its entirety.

Upon a motion by Councilmember Berggren, seconded by Councilmember Cashion, Council unanimously approved Ordinance 17-05 amending the Official Pinehurst Zoning Map as it pertains to the rezoning of 105 Everette Road, 110 Everette Road, 125 Everette Road, and 35 Kelly Road and approval of the general concept plan and that the proposed amendments to the Pinehurst Development Ordinance are consistent with the goals outlined in the 2010 Comprehensive Long Range Plan and are considered reasonable and in the best interest of the public as referenced in the memorandum dated April 20, 2017 from Kevin Reed, Director of Planning and Inspections by a vote of 5-0.

10. Q3 Update on the Status of the FY 2017 Strategic Operating Plan Implementation.

Assistant Village Manager Natalie Hawkins presented the Q3 update on the status of the implementation of the FY 2017 Strategic Operating Plan (SOP) Initiative Action Plans (IAPs). Ms. Hawkins explained the majority of Initiative Action Plans were on schedule at March 31st but in some instances, circumstances such as inadequate staff capacity or slow response times from outside parties have prevented staff from implementing the FY 2017 Initiative Action Plans as originally planned, which may result in the Village not completing them in FY 2017.

11. Consider a contract for Legal Services for FY 2018.

John Frye, Financial Services Director, explained the proposed contract for legal services with Van Camp, Meachum, & Newman, PLLC for FY 2018 is ready for Council's consideration. He said the functional terms are unchanged from the previous year. The contract calls for a 2% cost increase and the hourly rate for Michael Newman remains at \$350 per hour which is the same as the previous year. Upon a motion by Councilmember Cashion, seconded by Councilmember Berggren, Council unanimously authorized the Mayor or her designee to execute the contract with Van Camp, Meachum, & Newman, PLLC for FY 2018 by a vote of 5-0.

12. Consider a land exchange between Village of Pinehurst and Mr. Frank Maser.

Assistant Village Manager Jeff Batton explained the Village would exchange .60 acres of land it owns behind 45 Community Road (map attached) for 5.88 acres of land owned by Mr. Maser in the vicinity of Bretton Woods and Colonial Pines Townhomes, addressed as 2402 Wentworth Circle.

**MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
MAY 23, 2017**

Jack Farrell held a discussion with Council on behalf of the Bretton Woods HOA regarding the history of the property being considered and the suggestion for the Village to take over the roads in Bretton Woods and to bring the roads up to a reasonable standard. Council determined to discuss this further at their next work session.

13. Consider a resolution opposing Senate Bill 126 and House Bill 522 regarding a proposed modification to the sales tax distribution.

John Frye, Financial Services Director, explained staff has drafted a resolution opposing Senate Bill 126 and House Bill 522 regarding the proposed change in annual distribution of sales and use taxes levied by the State of North Carolina should Council be interested in adopting this. Mr. Frye explained what these proposed changes could do to the Village of Pinehurst. Upon a motion by Councilmember Berggren, seconded by Councilmember Bouldry, Council unanimously authorized the Mayor or her designee to execute the contract Resolution 17-15 opposing Senate Bill 126 and House Bill 522 regarding the proposed change in annual distribution of sales and use taxes levied by the State of North Carolina by a vote of 5-0. Mr. Frye explained another bill being proposed, House Bill 900.

14. Other Business.

- Mayor Fiorillo explained that on May 9 revisions to the Village Manager's contract were discussed in closed session and they now need to make a motion in public to execute the new contract. Upon a motion by Councilmember Cashion, seconded by Councilmember Berggren Council unanimously approved the contract agreed upon at the May 9 Council Meeting for the Village Manager by a vote of 5-0.

15. Comments from Attendees.

- John Taylor requested that the Council consider the action they took at the beginning of the meeting and he held a discussion with Council regarding this guidance found in the North Carolina General Statutes.
- Judy Davis asked about the Senate and House Bills and if the Village is going to encourage citizens to hold a letter writing campaign.
- Sylvia Brown said this land swap is a wonderful opportunity for Bretton Woods and the road situation is also very important and she asked Council to consider the roads as well.

16. Motion to Adjourn.

Councilmember Cashion moved to adjourn the Regular Meeting. The motion was seconded by Councilmember Bouldry and carried unanimously. The Regular Meeting adjourned at 6:05 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk



**CONSIDER A BUDGET AMENDMENT TO RECLASSIFY EXPENDITURE.
ADDITIONAL AGENDA DETAILS:**

FROM:

John Frye

CC:

Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:

6/22/2017

MEMO DETAILS:

The FY 2017 Streets & Grounds (S&G) operating budget included funding for small drainage projects throughout the Village. As actual expenditures have been realized, staff has determined that the Doral Woods drainage project, as completed, exceeds the Village's capitalization threshold and should properly be reflected as a capital outlay expenditure.

The accompanying budget amendment transfers \$15,000 from the S&G operating budget to the S&G capital outlay budget to facilitate the reclassification of this expenditure.

Thank you for your consideration of this item. Should you have any questions, please let me know.

ATTACHMENTS:

Description

- ▣ Ordinance 17-08 Budget Amendment (SG Capital to Operating)

ORDINANCE #17-08:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2017, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND FOR THE VILLAGE OF PINEHURST, NORTH CAROLINA (TRANSFER OF STREETS AND GROUNDS DEPARTMENT OPERATING BUDGET TO CAPITAL BUDGET)

THAT WHEREAS, the FY 2017 General Fund Streets and Grounds operating budget included funding for small drainage projects throughout the Village; and,

WHEREAS, staff has determined that the Doral Woods drainage project, as completed, has exceeded the Village's capitalization threshold of \$5,000 and should be properly reflected as a Streets and Grounds capital outlay expenditure;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 27th day of June, 2017, as follows:

SECTION 1. To amend the FY 2017 General Fund budget with regard to revenues and expenditures, the revenue and expenditure accounts are to be changed as follows:

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-20-420-7700	Infrastructure	\$ 15,000	
10-20-420-5300	Contracted Services		\$ 15,000

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

THIS ORDINANCE passed and adopted this 27th day of June, 2017.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**CONSIDER APPOINTING LEO SANTOWASSO AS THE NEW
CHAIRPERSON FOR THE PLANNING AND ZONING BOARD.
ADDITIONAL AGENDA DETAILS:**

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

6/22/2017

MEMO DETAILS:

Attached is a resolution to consider appointing Leo Santowasso as the new Chairman for the Planning and Zoning Board.

Although his term as a board member does not expire until October 31, 2018, the term for Fred Engelfried serving as the current Chairman expires on June 30, 2017. Fred has endorsed Leo as the new Chairman and Leo is interested in the opportunity.

ATTACHMENTS:

Description

- ▣ Resol 17-17 Appoint Chairman for P&Z (Santowasso)

RESOLUTION #17-17:

**A RESOLUTION APPOINTING A CHAIRMAN FOR THE VILLAGE OF PINEHURST
PLANNING AND ZONING BOARD.**

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

WHEREAS, although his term as a board member does not expire until October 31, 2018, the term for Fred Engelfried serving as Chairman of the Planning and Zoning Board expires on June 30, 2017; and

WHEREAS, the Village Council of the Village of Pinehurst is desirous of making an appointment to fill the vacant seat of Chairman of 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 27th day of June, 2017, as follows:

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

Mr. Leo Santowasso shall be appointed as Chairman of the Pinehurst Planning and Zoning Board, effective July 1, 2017, to serve at the pleasure of the Council until June 30, 2020.

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

THIS RESOLUTION passed and adopted this 27th day of June, 2017.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



PUBLIC HEARING NO. 1
ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider Official Text Amendments to the Pinehurst Development Ordinance. Specifically, Section 8.6, SR-2(4), "Dwelling, Townhouse/Cluster Dwellings", Section 8.6, SR-3(1), "Dwelling, Multi-Family"; and, Section 10.2, "Definitions". These amendments would require a minimum of 1,500 heated square feet for townhouse/cluster dwellings and multi-family dwellings; and, add a definition for "Heated Square Footage". The applicant is John E. Farrell.

FROM:

Bruce Gould, Senior Planner

CC:

Jeff Sanborn, Village Manager, Kevin Reed, Director of Planning and Inspections

DATE OF MEMO:

6/21/2017

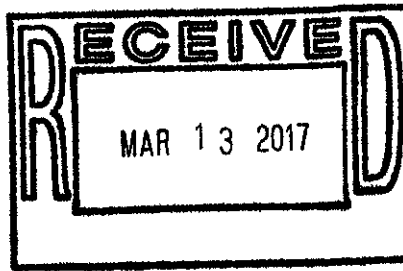
MEMO DETAILS:

Please see the attached staff report for this public hearing.

ATTACHMENTS:

Description

- ☐ Application for Amendment
- ☐ Staff Report for Text Amendment



Application For
Pinehurst Development Ordinance Amendment

Fee: \$400.00

Applicant Information

Name: John E. Farrell

Address: 21 Grey Abbey Drive, Pinehurst, NC 28374

Phone Number: 910-992-2370

E-mail: jackfarrell7@gmail.com

Type of Change: New Addition ☐ Revision ☒ Ordinance Section (s): 8.6 SR-2, 8.6 SR-3, 10.2

Current Text:

8.6 SR-2 (4) The minimum size for a townhouse or cluster dwelling unit is 1,500 square feet.

8.6 SR-3 (1) The minimum size for a multi-family dwelling is 1,500 square feet.

There is no current text for the new definition in section 10.2 that is proposed

Proposed Text (attach additional sheets if necessary):

8.6 SR-2 (4) The minimum size for a townhouse or cluster dwelling unit is 1,500 heated square feet.

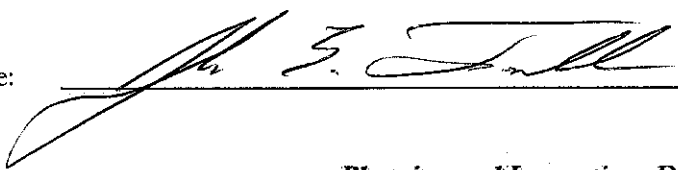
8.6 SR-3 (1) The minimum size for a multi-family dwelling is 1,500 heated square feet.

See attachment for new definition for section 10.2. Definition of term "Heated Square Feet"

Reason for requested change (attach additional sheets if necessary):

Adding the word "heated" to the multi-family minimum size statements will prevent any confusion as to the dwelling unit size for multi-family units, add clarity to the requirement and be consistent with the requirement for single family units in the PDO which presently specify minimum dwelling unit size in terms of "heated square feet." Adding the definition of "Heated Square Feet" to section 10.2 will further clarify the requirement.

I hereby certify that the information presented by me in this application is accurate to the best of my knowledge, information, and belief.

Signature: 

Date: March 8, 2017

Planning and Inspections Department
395 Magnolia Rd - Pinehurst, North Carolina 28374
(910) 295-2581 - Fax (910) 295-1396 - www.vopnc.org

Attachment to:
Application For Pinehurst Development Ordinance Amendment

3/8/2017

Add the following definition

Section 10.2 Definitions

Heated Square Feet: Heated Square Feet of a dwelling unit, also known as “heated living area” or “heated square footage” is space that is intended for human occupancy and is:

1. Heated by a conventional heating system or systems that are permanently installed in the dwelling which generates heat sufficient to make the space suitable for year-round occupancy.
2. Finished, with walls, floors and ceilings of materials generally accepted for interior construction. and
3. Directly accessible from other living area through a door or by a heated hallway or stairway.



PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council

From: Bruce Gould, Principal Planner

Cc: Jeff Sanborn, Village Manager
Lauren Craig, Village Clerk
Kevin Reed, Director of Planning and Inspections

Date: June 22, 2017

Subject: **Public Hearing and Staff Report and Statement of Text Amendment Consistency with the 2010 Comprehensive Long-Range Village Plan. Heated Square Footage for Multi-Family Dwelling Units.**

Request

John E. Farrell is proposing these text amendments to the Pinehurst Development Ordinance (PDO). This amendment would add a definition for “Heated Square Feet” and change the way the minimum dwelling size for Townhouse/Cluster Dwelling and Multi-Family Dwellings is calculated by requiring the 1,500 square foot dwelling size to be in heated square feet. Currently the PDO requires these dwelling unit types are to be 1,500 square feet but not heated.

This proposed amendment as drafted by the applicant would add the definition of Heated Square Feet as follows and apply it to townhouse and cluster dwellings as well as multi-family dwellings:

Heated Square Feet of a dwelling unit, also known as “heated living area” or heated square footage” is the space that is intended for human occupancy and is:

- 1. Heated by a conventional heating system or systems that are permanently installed in the dwelling which generates heat sufficient to make the space suitable for year-round occupancy.*
-

2. *Finished, with walls, floors and ceilings of materials generally accepted for interior construction. And*
3. *Directly accessible from other living area through a door or by a heated hallway or stairway.*

The applicant has indicated the purpose of this amendment is as follows:

Adding the word “heated” to the multi-family minimum size statements will prevent any confusion as to the dwelling unit size for multi-family units, add clarity to the requirement and be consistent with the requirement for single family units in the PDO which presently specify minimum dwelling unit size in terms of “heated square feet”. Adding the definition of “Heated Square Feet” to section 10.2 will further clarify the requirement.

As staff and the Planning and Zoning Board reviewed the proposal a few concerns came to light with the definition, but not with applying a consistent standard for how dwelling unit size is measured. One scenario was if the definition of heated square footage was applied it would not allow for conditioned (heated and cooled) space that is not finished out such as an unfinished basement or bonus room could not be counted. It is common in speculative construction to leave these spaces unfinished until a purchaser decides how this space is to be finished out. Also, if you have conditioned space above a garage but the access is through the unconditioned garage the conditioned space above the garage could not be counted toward meeting the minimum.

Another area of concern that was brought to light by this proposed amendment but not necessarily related to the amendment was the existing requirement that all multi-family units must be a minimum of 1,500 square feet, be it heated or not. The Planning and Zoning Board was concerned that this number in essence excluded one and two bedroom units or smaller three bedroom units from the market.

Page 3 of the 2010 Village of Pinehurst Comprehensive Plan indicates that the Village of Pinehurst should address community needs in the most efficient and cost-effective manner. Having a uniform means in which dwelling size is measured would meet this objective and provide clarity to developers, elected and appointed officials and the public.

The proposed text amendment will be in accordance with the 2010 Comprehensive Plan. This amendment is consistent with the above mentioned goal outlined in the 2010 Comprehensive Long Range Plan. Achieving goals in accordance with the Comprehensive Plan is considered reasonable and in the best interest of the public.

Recommendation

The P&Z Board after discussion recommended a modified definition of heated square feet from what the applicant submitted be applied to single family homes and also be added to townhouse, cluster dwelling and multi-family dwellings. That definition reads as follows:

“Heated square feet of a dwelling unit is space that is intended for occupancy that is heated by a conventional heating system or systems that are permanently installed.”

The Planning and Zoning Board also asked that the Village Council initiate them to study the issue of requiring a minimum size of 1,500 square feet heated or unheated for all dwellings in the village.



**CONSIDER AN ORDINANCE AMENDING THE PINEHURST
DEVELOPMENT ORDINANCE SECTION 8.6, SR-2(4), “DWELLING,
TOWNHOUSE/CLUSTER DWELLINGS”, SECTION 8.6, SR-3(1),
“DWELLING, MULTI-FAMILY”; AND, SECTION 10.2, “DEFINITIONS”.
ADDITIONAL AGENDA DETAILS:**

FROM:

Lauren Craig

CC:

Jeff Sanborn, Bruce Gould

DATE OF MEMO:

6/22/2017

MEMO DETAILS:

Should Council wish to proceed with taking action on the public hearing today, an ordinance has been provided for consideration.

ATTACHMENTS:

Description

- ▣ Ordinance 17-09 PDO Amendment-Heated Sq ft

ORDINANCE #17-09:

AN ORDINANCE AMENDING THE PINEHURST DEVELOPMENT ORDINANCE AS IT PERTAINS TO SECTION 8.6 SR-2 DWELLING, TOWNHOUSE/CLUSTER DWELLING, 8.6 SR-3 MULTI-FAMILY DWELLING & 10.2 DEFINITIONS “HEATED SQUARE FEET”

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance on the 8th day of October, 2014, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

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

WHEREAS, a public hearing was held at 4:30 p.m. on June 27, 2017, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering proposed amendments to the Pinehurst Development Ordinance, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed text amendments; and

WHEREAS, the Planning and Zoning Board has recommended the Village Council amend Section 8.6 and Section 10.2 of the Pinehurst Development Ordinance; and

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

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled on the 27th day of June, 2017, as follows:

SECTION 1. That the Pinehurst Development Ordinance of the Village of Pinehurst and its extraterritorial zoning jurisdiction be and the same hereby is amended by adding the following text amendments to Section 8.6, “Special Requirements (SR) to the Table of Permitted and Special Uses and Special Requirements” and Section 10.2, “Definitions”:

Section 8.6, “Special Requirements (SR) to the Table of Permitted and Special Uses and Special Use Requirements

SR-2 Dwelling, Townhouse/Clustered Dwellings

- (4) A townhouse unit lot frontage may be on open space properly restricted through a responsible entity to ensure adequate access. The minimum size for a townhouse or cluster dwelling unit is 1,500 **heated** square feet.

SR-3 Dwelling, Multi-Family

- (1) The minimum size for a multi-family dwelling is 1,500 **heated** square feet.

Section 10.2, “Definitions”

Heated Square Feet: Heated square feet of a dwelling unit is space that is intended for occupancy that is heated by a conventional heating system or systems that are permanently installed.

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

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

THIS ORDINANCE passed and adopted this 27th day of June, 2017.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



CONSIDER A LAND SWAP BETWEEN THE VILLAGE AND FRANK MASER.

ADDITIONAL AGENDA DETAILS:

FROM:

Jeff Batton

DATE OF MEMO:

6/5/2017

MEMO DETAILS:

This item is to consider an exchange of 5.88 acres currently owned by Mr. Frank Maser (map attached) for .60 acres of Village of Pinehurst property (map attached). Mr. Maser's property is located behind the Bretton Woods Townhome development and the Village's property is located behind the Old Fire Station at 45 Community Road.

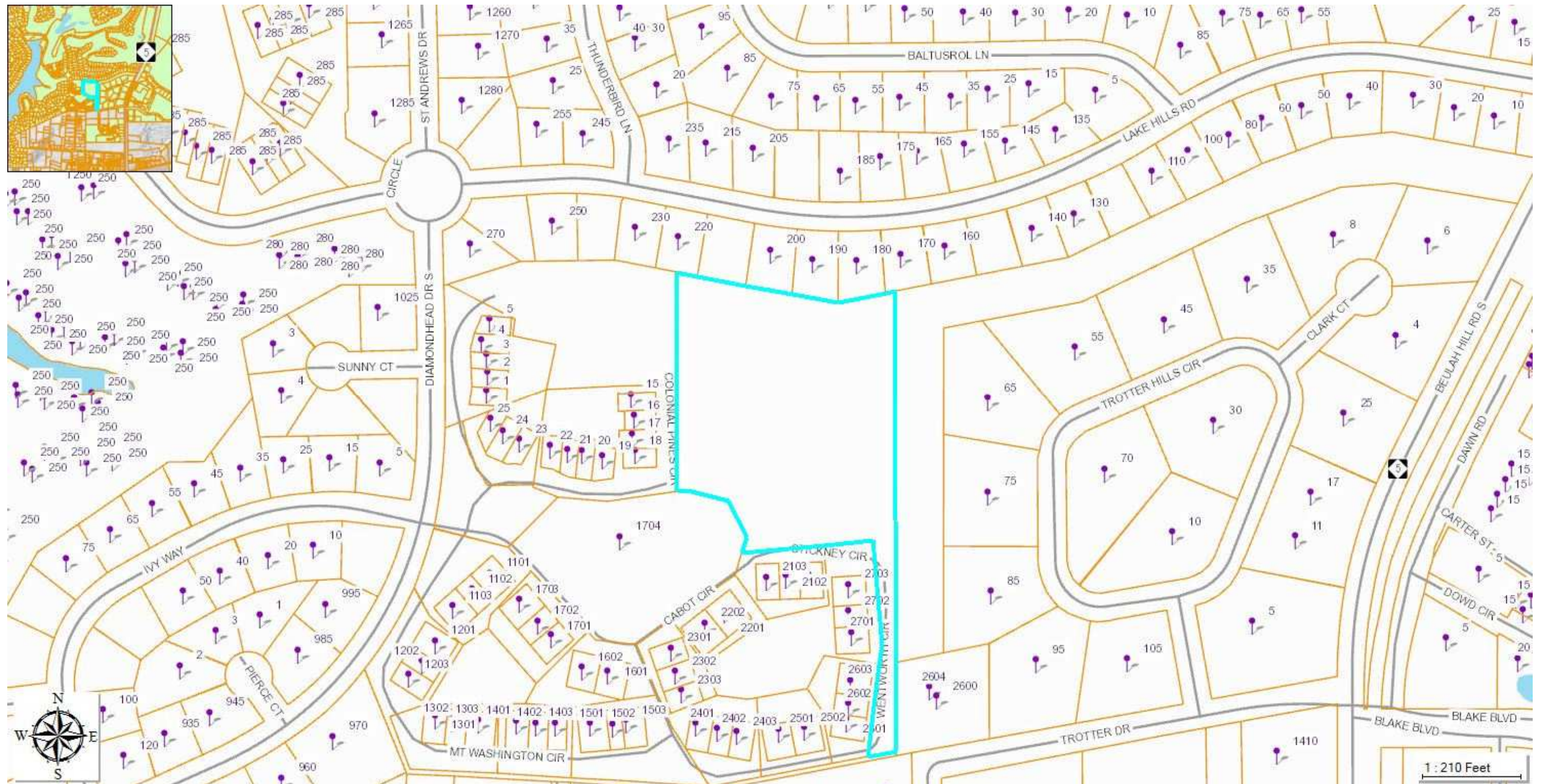
The value of Mr. Maser's property exceeds the value of the Village property and thus meets the requirements of State statutes for land swaps by local governments.

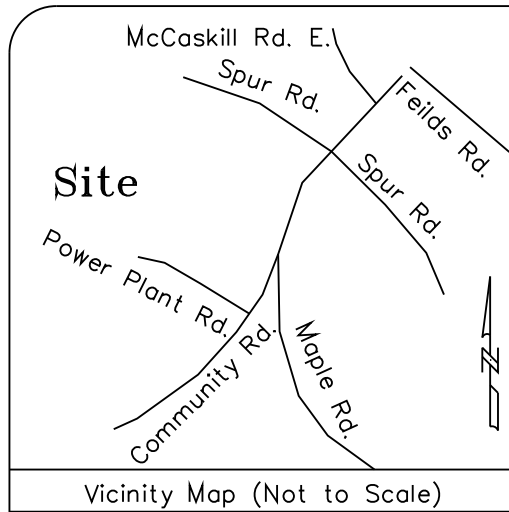
Should Council elect to execute the land swap, adoption of a resolution would be necessary.

ATTACHMENTS:

Description

- ☐ Map: 5.88 Acres
- ☐ Map: .60 Acres
- ☐ Resol 17-19 Exchange of Maser Property





I, Ryan D. McBryde, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 4766 Page 408); that the boundaries not surveyed are clearly indicated as drawn from information as indicated; that the ratio of precision as calculated is 1:20,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 11th day of April, A.D., 2017.

Ryan D. McBryde
Professional Land Surveyor

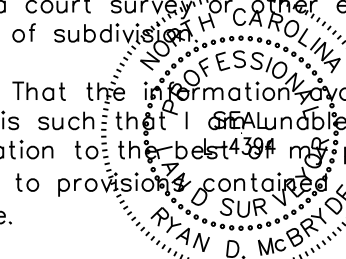
L-4394
Registration Number

Notes: This map is in accordance with GS 47-30.
Area by coordinate method.
No recoverable horizontal control within 2000 feet.
Dashed lines not surveyed, drawn from information as indicated.
There are no visible encroachments other than those shown hereon.
Survey is subject to any Declaration of Restrictions, Conditions, Easements, Covenants, Agreement, Liens and Charges of Record.

Legend: IPF = Iron Pipe Found
IPS = Iron Pipe Set
IRF = Iron Rod Found
IRS = Iron Rod Set
CMF = Concrete Monument Found
⊙ = Sewer Manhole
⊠ = Water Meter
⊕ = Fire Hydrant
⊖ = Utility Pole
CATV = Cable Television
PSO = Power Stub Out
TP = Telephone Pedestal
WV = Water Valve
☆ = Aerial Light
— — = Building Setback Line
—OHU— = Overhead Utilities
SSO = Sanitary Stub Out
□ = Electrical Transformer
⊡ = HVAC
—SS— = Sanitary Sewer
○ = Calculated Point

I, Ryan D. McBryde, a Professional Land Surveyor L-4394, certify to one or more of the following as indicated:

- ☐ A. That this plat is a survey that created a subdivision of land within the area of the county or municipality that has an ordinance that regulates parcels of land.
- ☐ B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
- ☐ C. That this plat is of a survey of an existing parcel or parcels of land and does not create a new street or change an existing street.
- ☒ D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court survey or other exception to the definition of subdivision.
- ☐ E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in (A) through (D) above.



Ryan D. McBryde
Professional Land Surveyor

L-4394
Registration Number

04/11/17
Date

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

Location of underground utilities, if shown, are based on visible evidence and drawings provided to the surveyor. Location of underground utilities and structures may vary from shown locations. Additional utilities may exist. Local utility companies should be consulted for further information on utilities affecting the property.

This survey was done without benefit of an attorney's title search which could disclose zoning, restrictive covenants, easements not visible to surveyor, building setbacks, or other information which could affect surveyed property.
No subsurface or environmental considerations affecting this property have been made by surveyor.

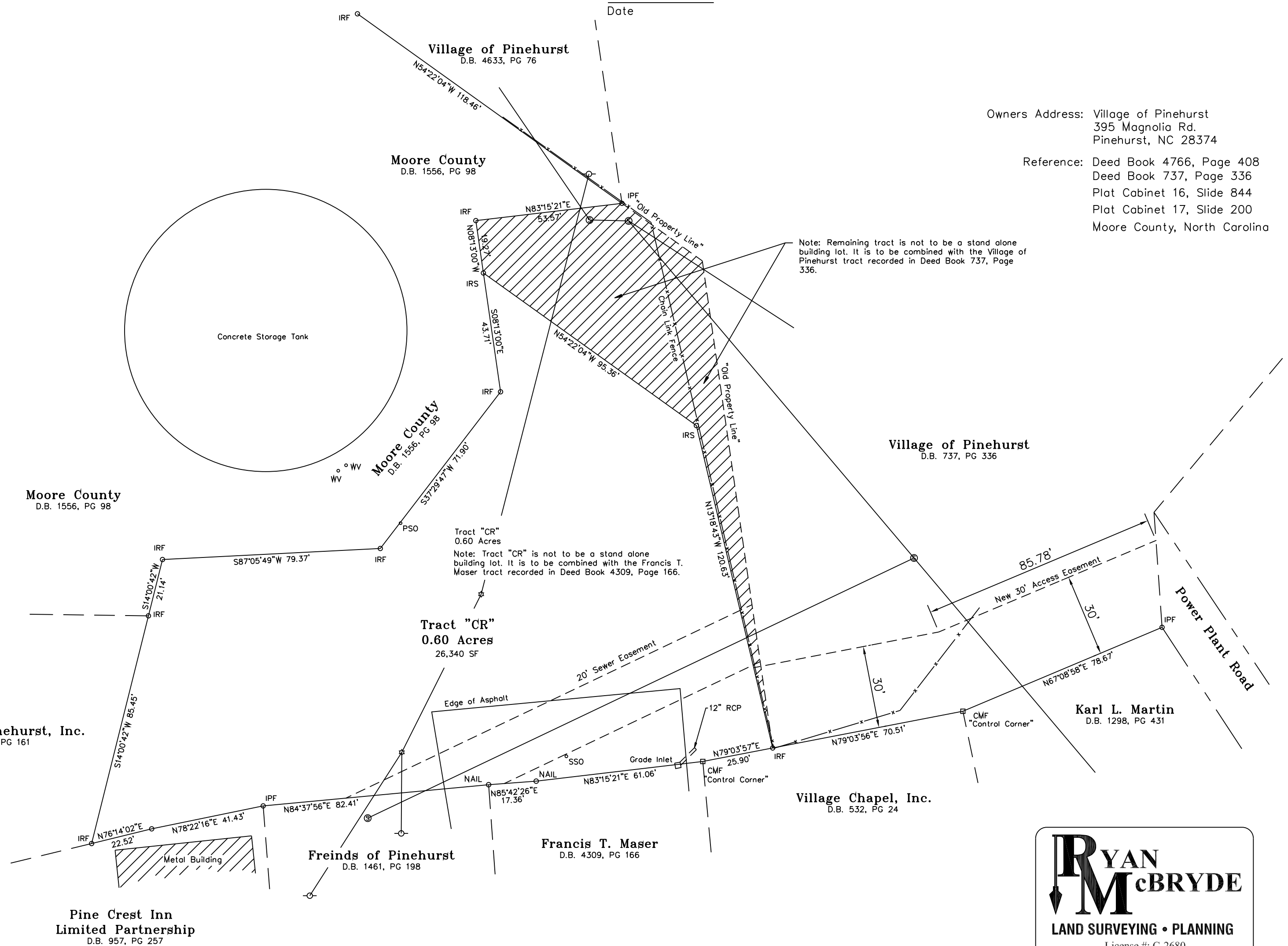
State of North Carolina
Village of Pinehurst

I, hereby certify that the division of property shown and described hereon is exempt from Village of Pinehurst Subdivision Ordinance.

Village Manager or
(Designated Authorized Representative)

Date

Per P.C. 17, SL 200
Moore County Registry



State of North Carolina
County of Moore

I, _____, Review Officer of Moore County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date

RYAN MCBRYDE
LAND SURVEYING • PLANNING
License #: C-2680
P.O. Box 1013
105-A Parkway Dr.
Aberdeen, NC 28315
Phone/Fax (910) 944-2410

Survey For:
Village of Pinehurst
Tract "CR", 0.60 Acre Tract
Public Works Land
Recombination Survey
Mineral Springs Township, Moore County
Pinehurst, North Carolina
April 11, 2017 JOB# 160220A2

RESOLUTION #17-19:

**A RESOLUTION AUTHORIZING EXCHANGE OF REAL PROPERTY WITHIN
THE VILLAGE OF PINEHURST, NORTH CAROLINA.**

THAT WHEREAS, the Village of Pinehurst, owns real property located at 105 Power Plant Road South, further identified as LRK #00026001, in Pinehurst, Moore County, North Carolina and valued at \$25,000.00; and

WHEREAS, Mr. Frank Maser, owns real property located at 2402 Wentworth Circle, further identified as LRK #00015340, in Pinehurst, Moore County, North Carolina, and valued at \$1,000,000.00; and

WHEREAS, the Village of Pinehurst and Mr. Frank Maser wish to make an exchange of the two described properties without any additional compensation from one party to the other; and

WHEREAS, North Carolina General Statute §160A-271 authorizes the Village to make such an exchange if authorized by the Village Council by a resolution adopted at a regular meeting of the Council upon at least 10 day's public notice; and

WHEREAS, the Village has given the required public notice; and the Council is convened in a regular meeting;

NOW, THEREFORE, the Village Council of the Village of Pinehurst, North Carolina resolves that:

SECTION I. The exchange of properties described above is authorized.

SECTION II. The appropriate Village officials are directed to execute the appropriate instruments necessary to carry out the exchange.

THIS RESOLUTION is passed and adopted this 27th day of June, 2017.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**CONSIDER EXTENDING A CONTRACT FOR ON-CALL ENGINEERING
SERVICES WITH MCGILL ASSOCIATES.
ADDITIONAL AGENDA DETAILS:**

FROM:

Jeff Batton

DATE OF MEMO:

6/19/2017

MEMO DETAILS:

This agenda item is to consider extending the on-call engineering services contract with McGill Associates through the 2018 fiscal year. McGill Associates has been the on-call engineer for the Village since 2008. As such, they have a complete and comprehensive understanding of the Village's Engineering Standards Manual and the PDO.

On-call engineering services are a key process that the Village is not professionally staffed to provide. On-call services includes things such as site plan reviews, inspections, and technical advice on things like drainage issues.

McGill Associates has provided the on-call services in a competent, responsive and professional manner. Staff's recommendation is to retain their services for on-call engineering needs for fiscal year 2018. Their proposed fee schedule is unchanged from the current fiscal year and the estimated yearly expenditure is \$70,000.

Should Council agree to retain McGill Associates a motion authoring the Mayor or designee to execute the contract (attached) is necessary.

ATTACHMENTS:

Description

- ▣ On-Call Engineering Services

TASK ORDER NO. 28

This **TASK ORDER NO. 28** 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. 28 (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. 28 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. 28 shall be from July 1, 2017 through June 30, 2018.

IN WITNESS WHEREOF, the parties execute below this Task Order No. 28 in duplicate originals:

EXECUTED this _____ day of _____, 2017

McGill Associates, P.A.



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

Village of Pinehurst

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



BASIC FEE SCHEDULE

December, 2015

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
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.



**CONSIDER A SOLID WASTE CONTRACT FOR CCNC WITH LOFTON
GARBAGE SERVICES.**

ADDITIONAL AGENDA DETAILS:

FROM:

Jeff Batton

DATE OF MEMO:

6/19/2017

MEMO DETAILS:

This agenda item is to consider extending a contract for solid waste services for CCNC to Lofton Garbage Services.

Lofton Garbage Services is a third generation provider of these services to CCNC and is one of two authorized providers to CCNC residents. The new contract (attached) provides an increase of 2.1% based on the CPI and the estimated annual contract expenditure is \$95,000.

Should Council agree to renew the contract with Lofton Garbage Services a motion would be necessary to authorize the Mayor or her designee to execute the contract. The other provider's contract does not exceed \$25,000 per year and therefore does not require Council action.

ATTACHMENTS:

Description

☐ Lofton Contract - FY 18

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. 2017** 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, 2017** through **June 30, 2018**, 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.

LOFTON SANITATION CONTRACT for CCNC

Residences listed on Schedule A as “Full” or “Rental” = \$22.89 per month for collection of household trash, recycling, and yard debris.

Residences listed on Schedule A as “Partial” = \$17.09 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, 2017, October 1, 2017, January 1, 2018, and April 1, 2018, 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	\$0.25
\$3.25 - \$ 3.499	\$0.50
\$3.50 – 3.749	\$0.75
3.75 +	\$1.00

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

LOFTON SANITATION CONTRACT for CCNC

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,

LOFTON SANITATION CONTRACT for CCNC

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



**APPROVE A CONTRACT LEASING VILLAGE PROPERTY FOR
CONCESSION SERVICES.
ADDITIONAL AGENDA DETAILS:**

FROM:

Mark Wagner

CC:

Jeff Sanborn, John Frye

DATE OF MEMO:

6/20/2017

MEMO DETAILS:

The Parks and Recreation Department recently advertised for bids to operate the concession stand located at Cannon Park.

We received two bids and would like to recommend that the Village enter into a contract with Chubby Cubbyz to operate concessions beginning on July 1, 2017 for a term of one year. The concessionaire would pay the Parks and Recreation Department 35% per month on the gross receipts of sales in which the concession stand is open.

The term of the agreement would be from July 1, 2017 through June 30, 2018 and we would reserve the right to extend the contract for one additional year.

If you have any questions or would like additional information, please let me know and we will be happy to provide that to you. There is a motion related to this agenda item should Council decide to enter into this agreement.

Thank you.

ATTACHMENTS:

Description

- ☐ Contract for Cannon Park Concessions



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

PINEHURST PARKS AND RECREATION DEPARTMENT CONCESSION AGREEMENT

The Village of Pinehurst Parks and Recreation Department (PPRD) and Chubby Cubbyz (Concessionaire) hereby enter into this agreement for the operation by a concessionaire of the Pinehurst Parks and Recreation Department's concession stand located at Cannon 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 contract 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 **35 %** 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, 2017 and ends on June 30, 2018. 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
Pinehurst Parks & Recreation Department (PPRD)

Date