VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF JUNE 23, 2020
ASSEMBLY HALL
395 MAGNOLIA RD.
PINEHURST, NORTH CAROLINA
4:30 PM

1. Call to Order.
2. Reports:

   Manager

   Council
3. 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. Public Safety Reports

   B. Approval of Village Council Meeting Minutes.

   C. Budget Amendments Report

   End of Consent Agenda.
4. Present Resolutions to Molly Gwinn and Jim McChesney.
5. Presentation of Volunteer Champion Club Nominees and Winner.
6. Discuss Regulations Regarding Public Disturbances and Nuisances.
7. Review and Update Financial Purchasing Policies to Comply with Federal and State Regulations.
8. Discuss and Consider Changes to the Policy on the Administration of the Position Classification and Pay Plan Recommendations.
9. Discuss and Consider a Resolution Authorizing the Lease of Village Property.
10. Discuss and Consider Solid Waste Contract for Lofton Garbage Services for FY 2021.
11. Discuss and Consider Ordinance 20-06 Accepting Roads in Walker Station.
12. Other Business.
13. Comments from Attendees.
14. Motion to Adjourn.

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

COUNCIL
ADDITIONAL AGENDA DETAILS:

ATTACHMENTS:

	Description
🗋	Key Partner and Collaborators List

Council Member to Report	Partners & Collaborators
John Strickland	Moore County Transportation Committee
	Neighborhood Advisory Committee
	Pinehurst Resort
Judy Davis	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
	FirstHealth
	Moore County
Lydia Boesch	Pinehurst Business Partners
	Convention and Visitors Bureau
	Bicycle and Pedestrian Advisory Committee
Kevin Drum	Triangle J. COG
	Partners in Progress
	NCDOT/TARPO
Jane Hogeman	Beautification Committee
	Moore County Schools

PUBLIC SAFETY REPORTS
ADDITIONAL AGENDA DETAILS:

FROM:
Beth Dunn

CC:
Jeff Sanborn

DATE OF MEMO:
6/15/2020

MEMO DETAILS:
Attached are the May, 2020 Public Safety reports.

ATTACHMENTS:

	Description
🗋	May, 2020 - Police Department Report
🗋	May, 2020 - Fire Department Report

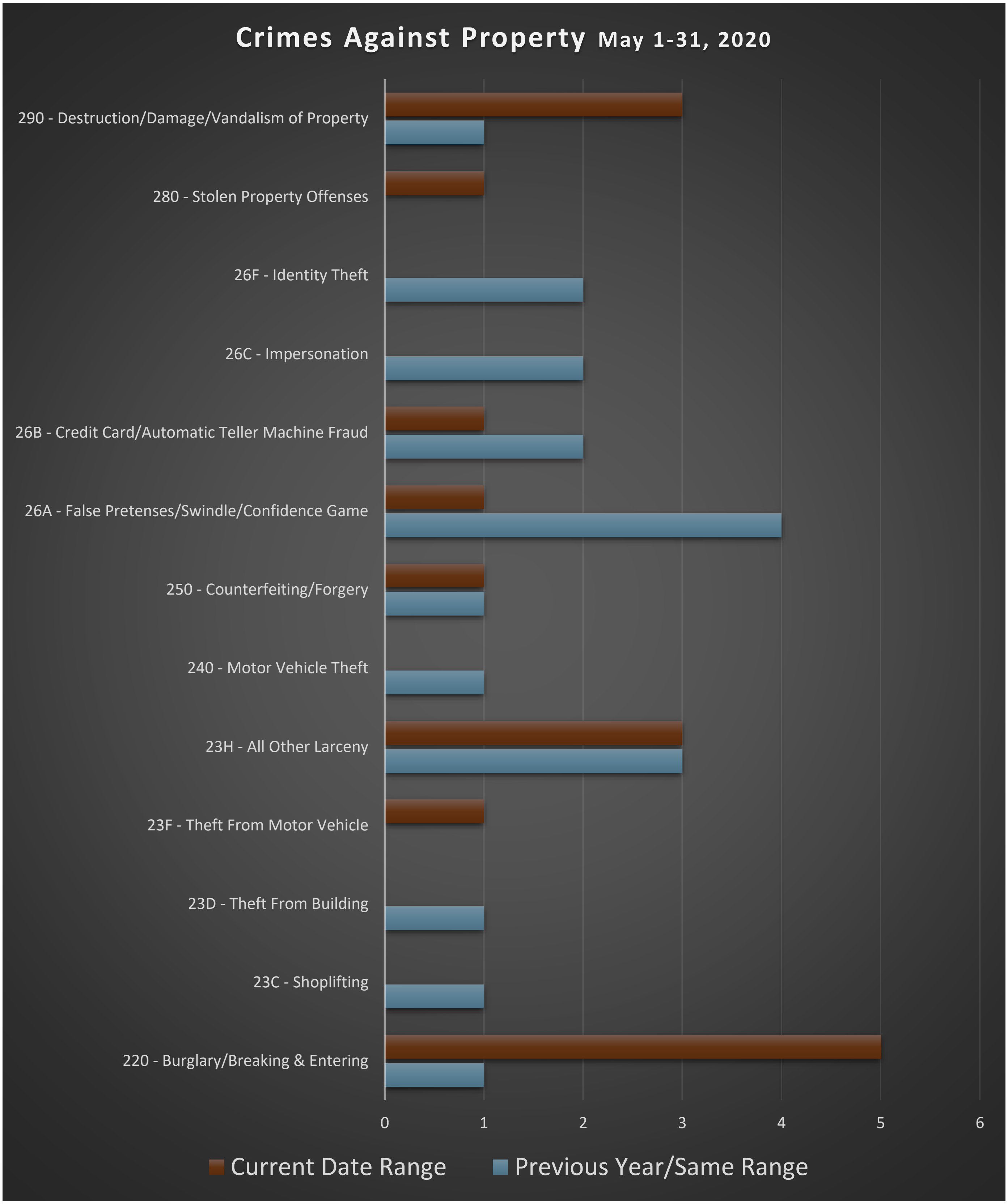
Police Department Monthly Report to Council
May 2020

Prepared by

Chief Earl L. Phipps

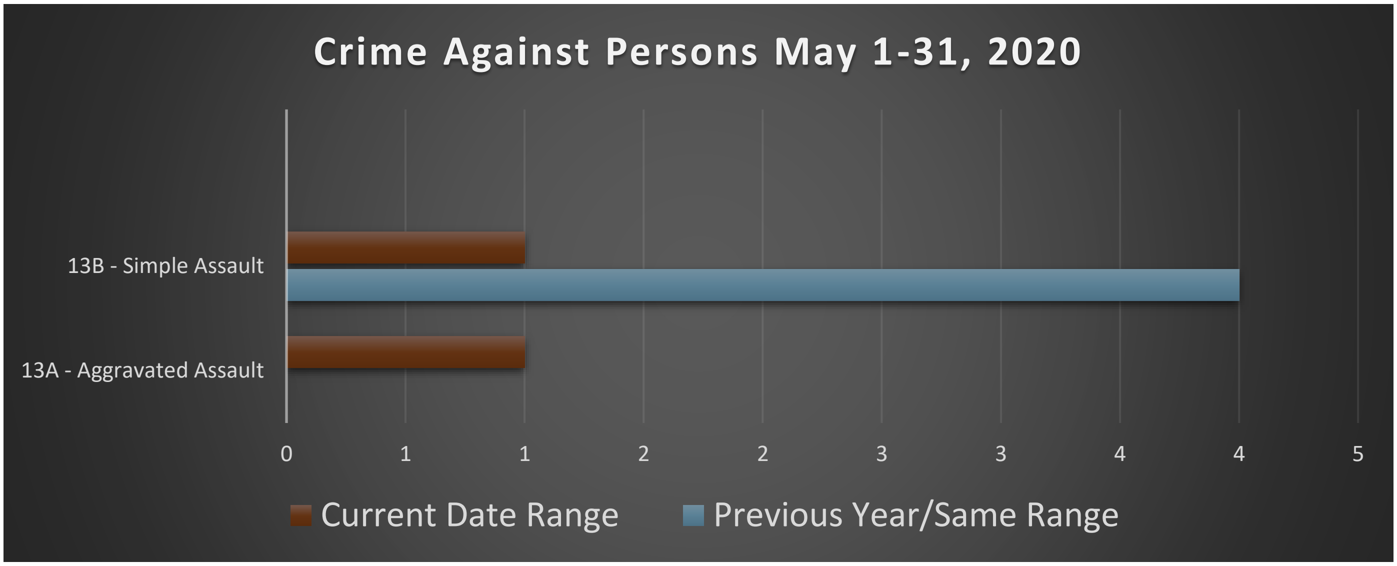
06/11/2020

Monthly Report May 1 through 31, 2020 (With Previous Year / Same Month Range)



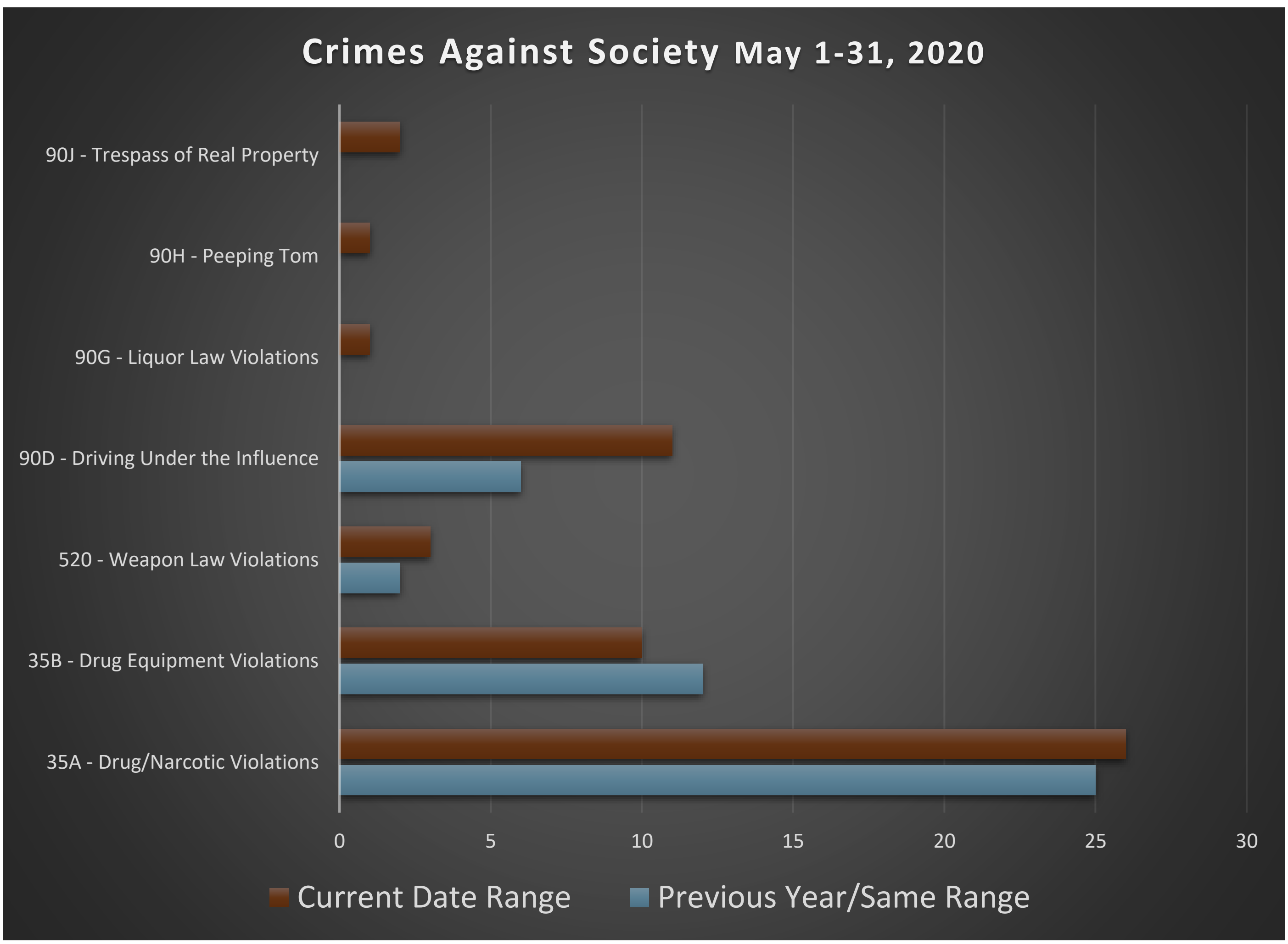
May 2020 Total Crimes Against Property: 16

May 2019 Total Crimes Against Property: 19



May 2020 Total Crimes Against Persons: 2

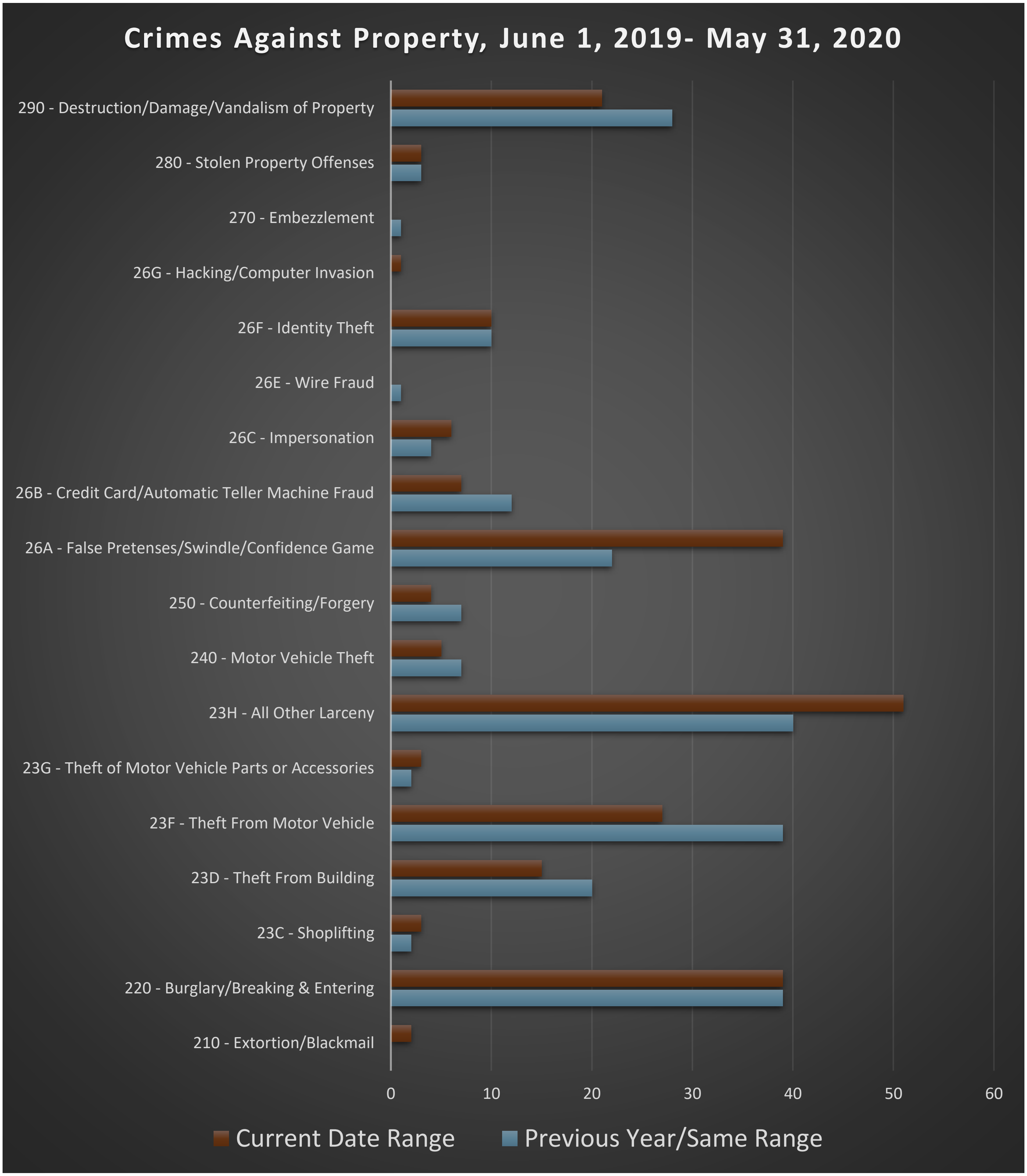
May 2019 Total Crimes Against Persons: 4



May 2020 Total Crimes Against Society: 54

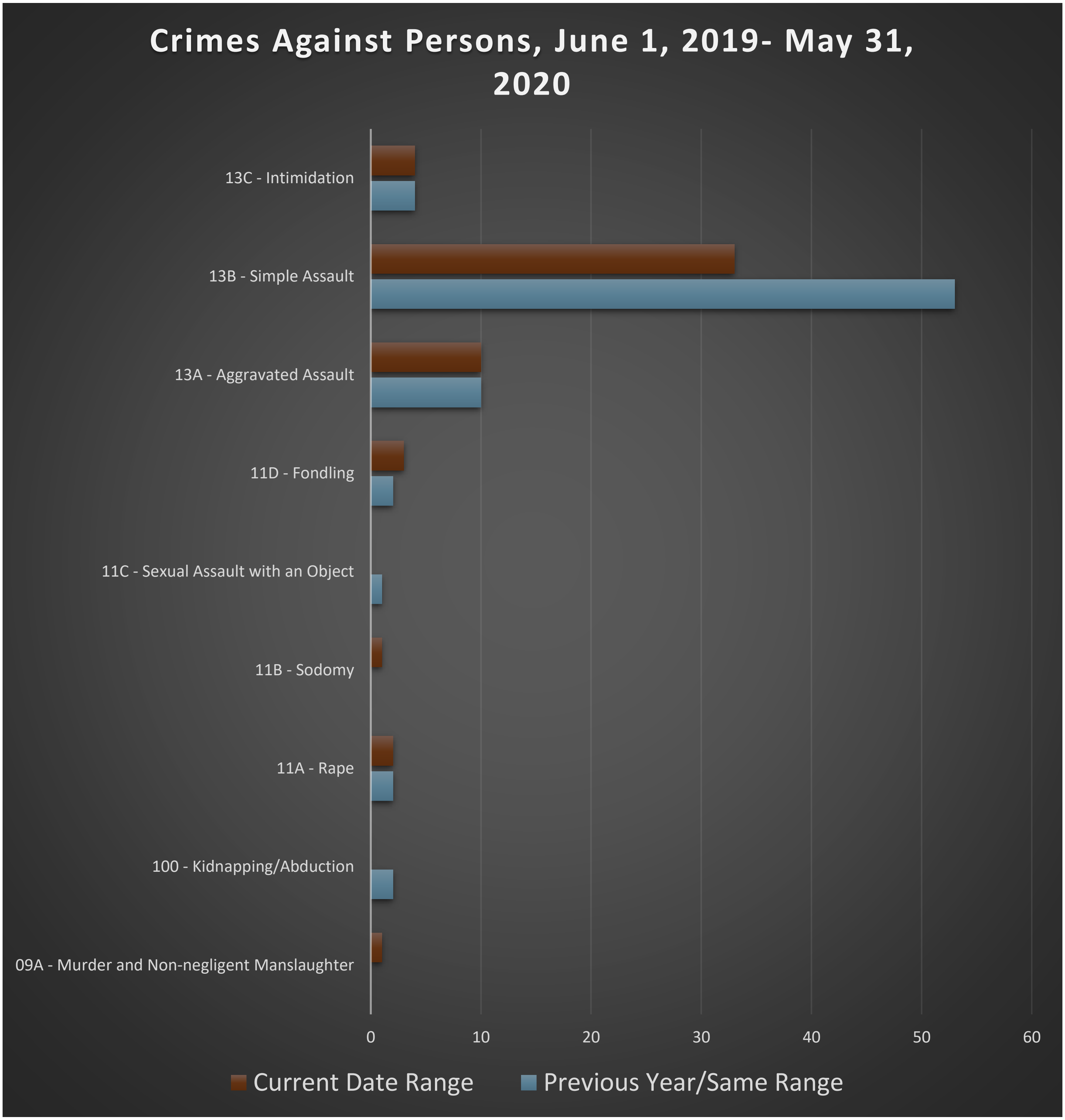
May 2019 Total Crimes Against Society: 45

Rolling 12 Month Crimes Reported, June 1, 2019- May 31, 2020
(With Previous Year 12 Month Total)

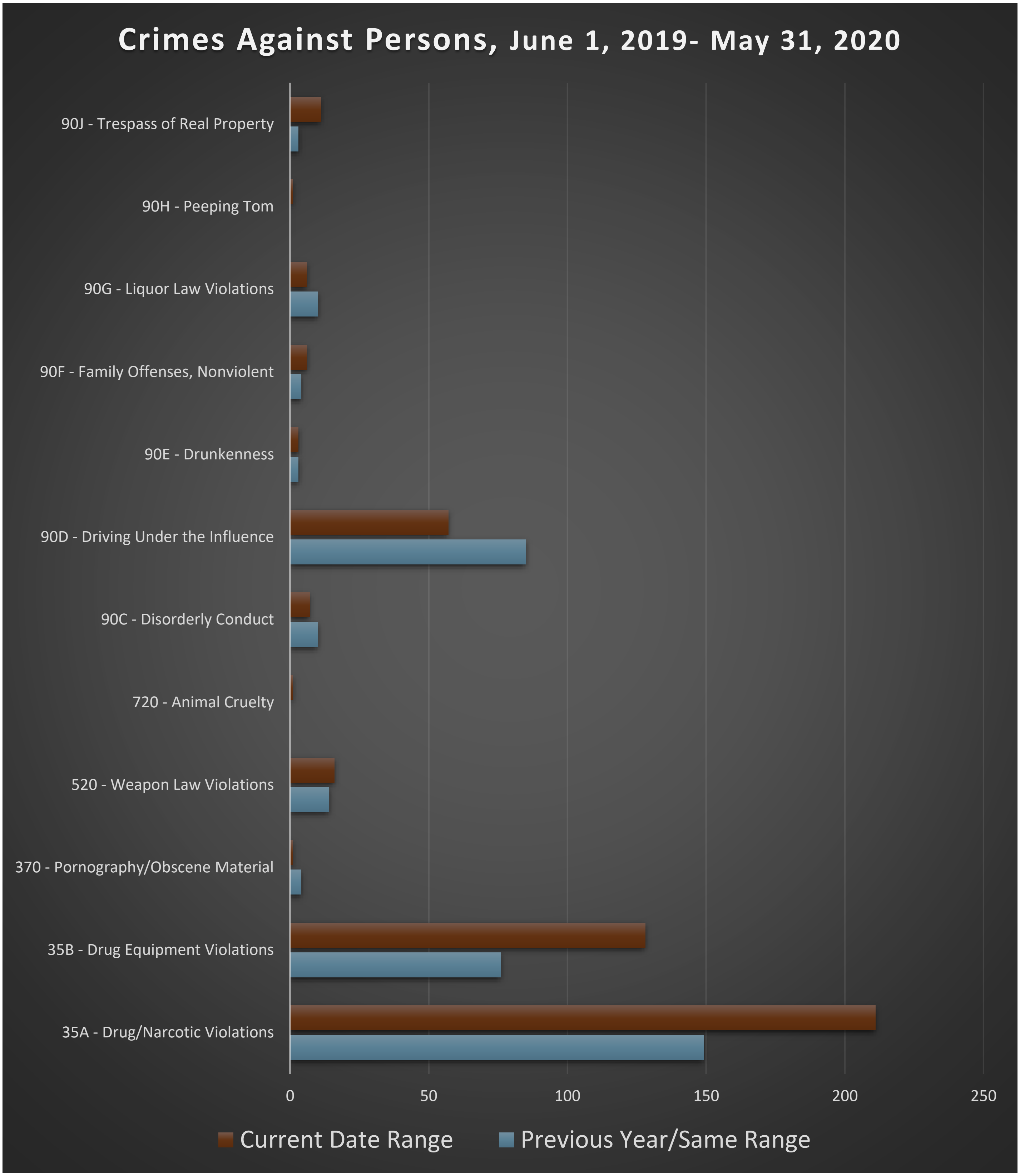


Rolling 12 Month Total Crimes Against Property 2020: 236

Rolling 12 Month Total Crimes Against Property 2019: 237



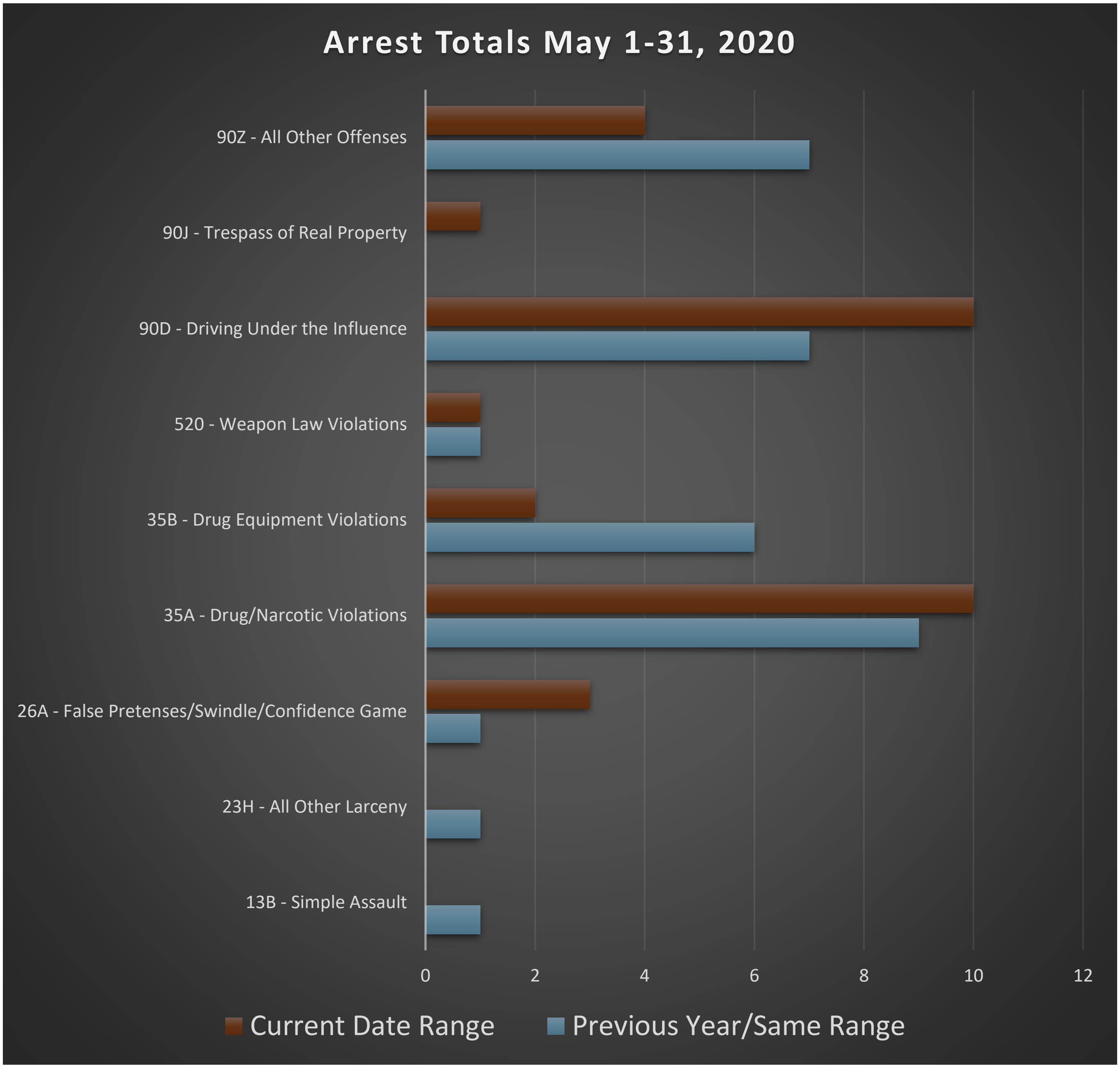
Rolling 12 Month 2020 Total Crimes Against Persons: 54
Rolling 12 Month 2019 Total Crimes Against Persons: 74



Rolling 12 Month Total Crimes Against Society 2020: 448

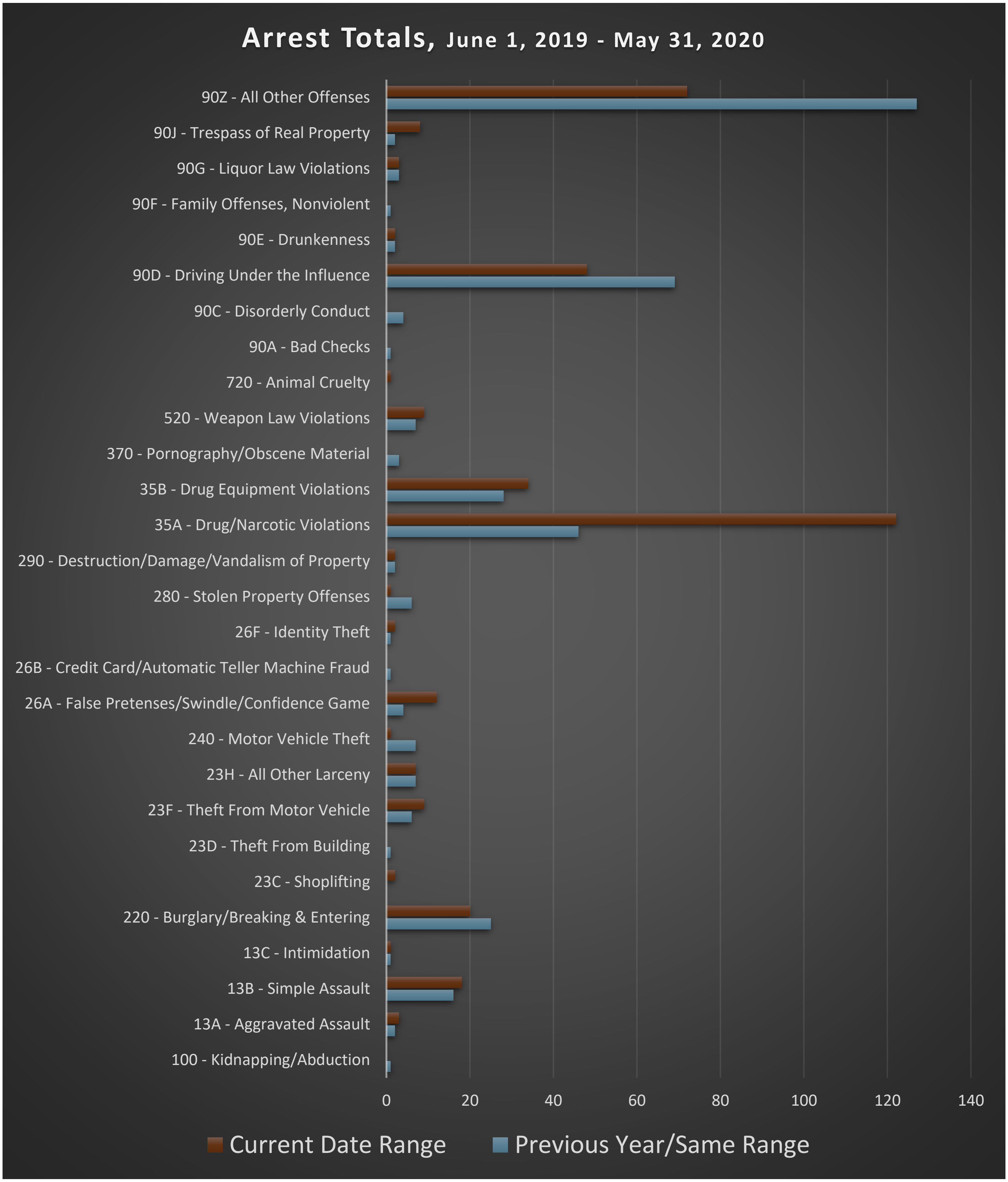
Rolling 12 Month Total Crimes Against Society 2019: 358

Arrest Totals May 1 through 31, 2020 (With Previous Year / Same Month Range)



May 2020 Total Arrests: 31
May 2019 Total Arrests: 34

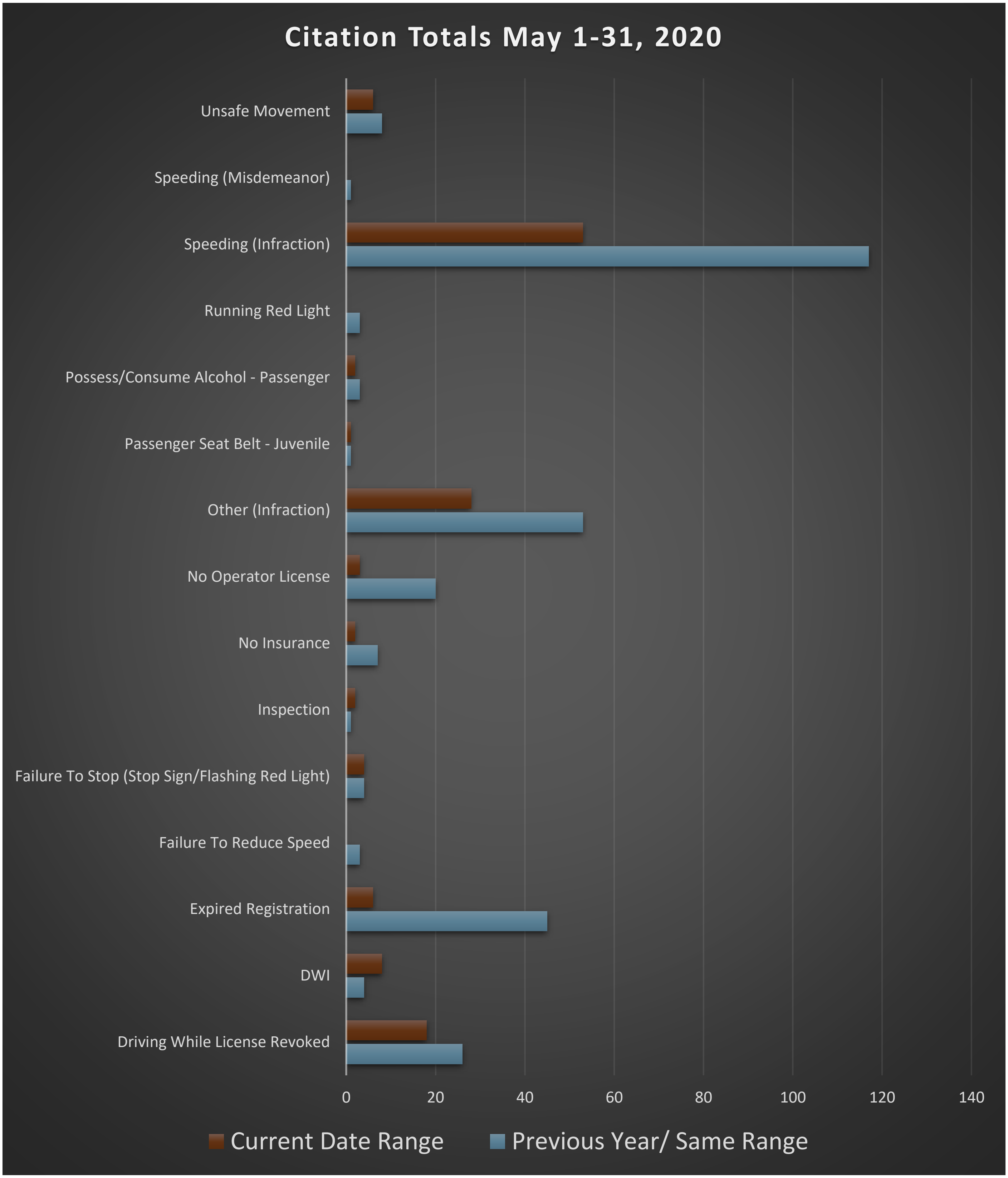
Rolling 12 Month Arrest Totals: June 1, 2019- May 31, 2020 (With Previous Year Same 12 Month Range):



Rolling 12 Month Arrest Totals 2020: 377

Rolling 12 Month Arrest Totals 2019: 373

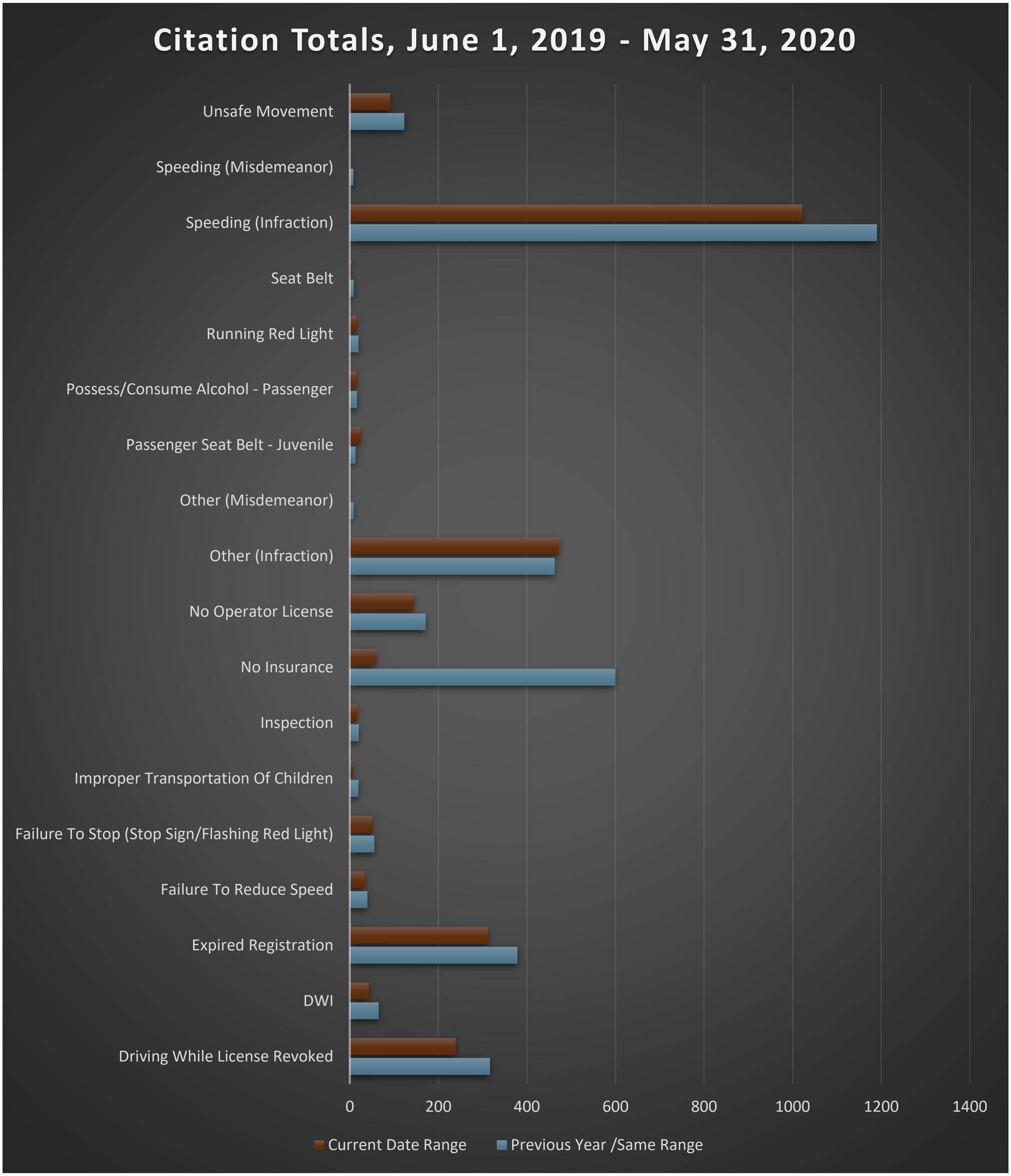
Citation Totals May 1-31, 2020 (With Previous Year / Same Month Range)



May 2020 Total Citations: 133

May 2019 Total Citations: 296

Rolling 12 Month Citation Totals: June 1, 2019- May 31, 2020
(With Previous Year Same 12 Month Range):



Rolling 12 Month 2020 Total Citations: 2,541
Rolling 12 Month 2019 Total Citations: 3,512

HISTORY, CHARM, AND SOUTHERN HOSPITALITY

SUMMARY FOR THE MONTH OF MAY 2020

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	***NUMBER THIS MONTH***	***NUMBER FYTD***	***NUMBER THIS MONTH LAST YEAR***	***NUMBER FYTD LAST YEAR***	***PERCENTAGE YTD***
Fire	2	44	5	41	7%
Overpressure Rupture, Explosion, Overheat - no fire	1	6	0	2	200%
Rescue & EMS Incidents	16	456	60	520	-12%
Hazardous Conditions - no fire	14	140	22	171	-18%
Service Call	21	309	29	293	5%
Good Intent Call	22	273	26	288	-5%
False Alarm & False Call	24	312	25	338	-8%
Severe Weather & Natural Disaster	2	41	1	95	-57%
Special Incident Type	0	1	0	0	100%
TOTAL INCIDENTS	**102**	**1582**	**168**	**1748**	**-9%**

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	***NUMBER THIS MONTH***	***NUMBER FYTD***	***NUMBER THIS MONTH LAST YEAR***	***NUMBER FYTD LAST YEAR***	***PERCENTAGE YTD***
Residential	16	126	11	101	25%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	3	1	11	-73%
Commercial	18	132	28	189	-30%
Plan Review/Site Inspections	5	33	4	46	-28%
Reinspection	0	110	6	174	-37%
Occupancy Certificates	12	21	0	1	2000%
TOTAL INSPECTIONS	**51**	**425**	**50**	**522**	**-19%**
Violations Found:	63	201	69	469	-57%
YTD Violations to be Corrected:		138		409	
YTD Violations Corrected:		84		374	
Correction Percentage:		61%		91%	

June 11, 2020

J. Carlton Cole, Fire Chief

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

PINEHURST FIRE DEPARTMENT
By The Numbers - May 2020

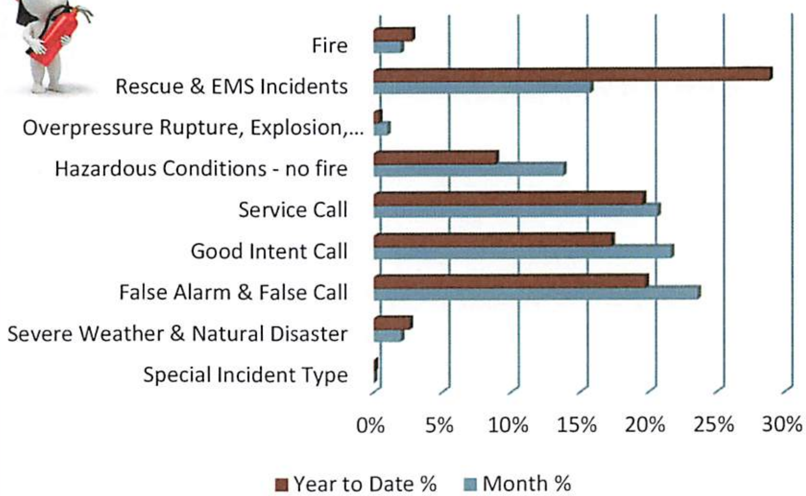
Month

Calls for Service	102
% Overlapping Incidents	5.88%
Busiest Day of Week	Wed/Sat
Busiest Hour of Day	11am/4&5pm
# of Times Staff Recalled	2

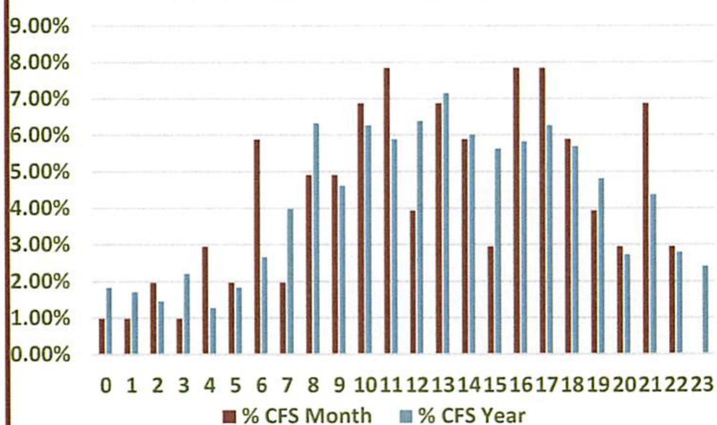
Year

Calls for Service	1582
% Overalpping Incidents	10.32%
Busiest day of Week	MON
Busiest Hour of Day	1 pm
# of Times Staff Recalled	17

% of Calls for Service (CFS)

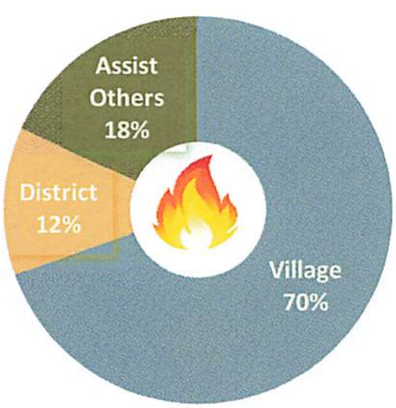


% CFS BY HOUR OF DAY



5 Year Comparison Through this Month of Year

LOCATION OF CFS
FOR FY20



Inspections Completed this

MONTH	51
YEAR	425

Code Violations Found this

MONTH	63
YEAR	201

Percentage of Violations Corrected YTD 61%

Days Since Last Lost Time Accident in FD 108

YTD Training Hours

IN HOUSE	5461
OUTSIDE	1227

Staff Training

Public Awareness Contacts

MONTH	158
YTD	54,666

APPROVAL OF VILLAGE COUNCIL MEETING MINUTES.
ADDITIONAL AGENDA DETAILS:

FROM:
Beth Dunn

CC:
Jeff Sanborn

DATE OF MEMO:
6/15/2020

MEMO DETAILS:
Attached are the draft minutes from the June 9th regular meeting and work session and the June 15th special meeting.

ATTACHMENTS:

	Description
🗋	June 9, 2020 Regular Meeting
🗋	June 9, 2020 Work Session
🗋	June 15, 2020 Special Meeting

VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF JUNE 9, 2020
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM

DRAFT

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, June 9, 2020 remotely, via Zoom. Assembly Hall, located at Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina was open to the public to view the remote meeting live and to provide public comments in real time.

The following were in remote attendance of the meeting:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Mr. Kevin Drum, Councilmember
Ms. Lydia Boesch, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Beth Dunn, Village Clerk

And approximately 11 attendees, and 8 staff members.

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

2. Reports:
Village Manager

- We will re-open the majority of Village facilities to the public on Monday, June 15th. The Community Center and the Fair Barn front doors will be open, however, those facilities will not be used for programs or rented until COVID-19 restrictions are lifted.
- The 125th anniversary banners will go up on the light poles in the Village by next Monday. Jack Farrell is writing articles about the history of Pinehurst and those are available on our website.

Village Council

- Mayor Strickland stated the Resort has re-opened the Carolina Hotel. First Health has capacity and have begun to do many elective procedures again. At the Partners and Progress meeting today there was presentation by a gentleman in the biomedical field and he shared that everyone still needs to be aware of the virus and it continues to spread and they except another increase in the fall. Mayor Strickland reminded everyone to continue to practice social distancing and wash your hands. Mayor Strickland reported he had the pleasure of riding with one of the Pinehurst Police Officers in the caravan in support for humanity and justice and stated we are lucky to have a Police Department so engaged.
- Councilmember Drum stated he got to ride with Chief Phipps and lead the protest through Pinehurst. Chief Phipps invited the Town of Taylor Town Police Department to lead with them through Pinehurst as well. He stated it was very unifying moment and he was very impressed.
- Councilmember Boesch stated CVB Board met last week and she presented Pinehurst's 125th anniversary logo, banner and

plans. She noted the CVB is undergoing a very aggressive digital marketing campaign and if anyone would like to see the Power Point presentation from that meeting should would try to get that for them. She noted that she contacted Chief Phipps to make sure the department was doing ok and he thanked her for Council's support and the support of the Community. She noted she is very appreciative of the Police Department for being so great and the community for being so nice to the Police Department.

- Mayor Pro Tem Davis stated he applause the actions by our Police force in conjunction with other and noted it was wonderful to see all 3 municipalities come together such an important issue.
- Councilmember Hogeman stated hats off to the Police Department for working together with our sister towns.

3. 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.

- Resolution 20-16
- Resolution 20-17
- Approval of Village Council Meeting Minutes.
    - May 19, 2020 Special Meeting
    - May 21, 2020 Regular Meeting
    - May 21, 2020 Work Session
    - May 21, 2020 Closed Session

End of Consent Agenda.
Upon a motion by Councilmember Drum, seconded by Councilmember Boesch, Council unanimously approved the Consent agenda by a vote of 5-0.

4. Discuss and Consider Resolution 20-18 Appointing Members to the Bicycle and Pedestrian Advisory Committee.
Jeff Sanborn, Village Manager, explained the Bicycle and Pedestrian Advisory Committee (BPAC) was put on hold while the Comprehensive Plan was developed and approved. He stated that now that the Comprehensive Plan is adopted the BPAC is egger to get back to work. He noted Tom Campbell, Melissa Watford, Paul Sale, Michael Ventola, and Mark Wagner all need to be re-appointed. Darryn Burich, Planning and Inspections Director, also needs to be appointed as a new member. The terms are the appointments have been staggered so the terms do not all expire at the same time.

Upon a motion by Councilmember Hogeman, seconded by Councilmember Boesch, Council unanimously approved Resolution 20-18 appointing members to the Bicycle and Pedestrian Advisory Committee, by a vote of 5-0

5. Discuss and Consider Ordinance 20-03 Adopting the FY 2021 Budget for the Village of Pinehurst.
Jeff Sanborn, Village Manager, stated the budget is the same as presented in late April, less the recommended $.005 property tax increase. The FY 2021 budget totals $21,261,917. Mayor Strickland noted some projects included in the FY 2021 budget have been deferred until October. He noted we will continue to monitor revenues and the impacts due to COVID-19 and adjust any projects as needed.

Upon a motion by Councilmember Drum, seconded by Councilmember Hogeman, Council unanimously approved ordinance 20-03 adopting the Village of Pinehurst fiscal year 2021 budget, by a vote of 5-0

6. Discuss and Consider a Budget Amendment for Reimbursement Proceeds Received from Moore County Utilities.
Mike Apke, Public Services Director, explained that on January 30th Moore County had a sewer force main break under the road at Lake Hills Road and Thunderbird Lane which required the road to be resurfaced. Riley Paving, our current resurfacing contractor, agreed to go ahead and repair the road due to safety concerns. The cost of the road repair was $11,625 which Moore County has since reimbursed us for. This budget amendment

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Hogeman, Council unanimously approved ordinance 20-04 amending the general fund budget, for reimbursement proceeds received from Moore County Utilities, by a vote of 5-0.

7. Discuss and Consider a Budget Amendment to Increase Powell Bill Funding for Additional Road Resurfacing.

Mike Apke, Public Services Director, explained we have $200,000 budgeted for road patching which are typically smaller items. This year we currently have $60,000 left over for road patching and are requesting those funds be moved over to Powell Bill funds. This would allow the Village to complete additional road resurfacing while Riley Paving is still in the Village working. Also, requesting the Council increase the Village Manager authority to approve change orders up to 1,050,000. Councilmember Boesch asked how they determine which roads to repair. Mr. Apke explained a Pavement Condition Survey is completed every 3 years and they work their way up the list based on the ratings.

Upon a motion by Councilmember Boesch, seconded by Councilmember Drum, Council unanimously approved ordinance 20-05 amending the General Fund budget, to increase Powell Bill funding for additional road resurfacing and authorized the Village Manager to execute change orders with Riley Paving, for additional road resurfacing at the original unit pricing with the overall annual amount not to exceed $1,050,000 in sum total, by a vote of 5-0.

8. Discuss and Approve Library Needs Assessment ETC Survey

Natalie Hawkins, Assistant Village Manager, explained she has revised the ETC Survey and cover letter. Ms. Hawkins noted she needs clarification on including a minimum amount of investment range on the library funding section in the survey. Ms. Hawkins noted that while this survey only focuses on Library services and library needs it is likely to impact the Tufts Archives and Given Bookshop operations and those impacts will need to be considered once all the information is received. Councilmember Boesch explained that she feels we need to understand what the public wants before we try to collaborate with stakeholders. Councilmember Drum stated he doesn't feel we are looking at all the options and shared an excerpt of the articles of incorporation for the Given Library. Ms. Hawkins suggested adding the excerpt shared by Councilmember Drum in the information document that the survey points participants too. Council came to a consensus to move forward with the draft survey and send to ETC to mail out to the public.

9. Discuss and Consider a Policy Regarding the National Historic Landmark Status.

Mayor Strickland explained Council developed this a policy as we celebrate of our 125th anniversary to honor our past while living in the future. Jeff Sanborn, stated there is a lot of confusion in our community on what the Natation Historic Landmark Status means and what development decisions might mean to the status. He explained there is a federal policy that recognizes that National Historic Landmark Districts have to evolve and keep pace with modern life to an appropriate level. This policy, fundamentally, is a statement by Council that they will properly balance the vital preservation of core characteristics with modern life and private property owner rights. Mayor Strickland suggested inserting a small statement in the resolution about the 125th anniversary of Pinehurst.

Upon a motion by Councilmember Boesch, seconded by Councilmember Hogeman, Council unanimously approved resolution 20-19 approving a policy for Development & Other Improvements within the Pinehurst National Historic Landmark District, by a vote of 5-0.

10. Discuss and Consider Resolution 20-20 Permitting the Extension of Outdoor Seating Onto Adjacent Public Property

Jeff Batton, Assistant Village Manager, explained staff have come up with a plan to help assist restaurants in the downtown area provide outdoor seating capacity. Outdoor seating in public spaces will be allowed from 5:00 p.m. to 10:00 p.m. and all items must be removed from the public spaces by midnight. Restaurants that participate will have to abide by guidelines and sign a Use Acknowledgement Form.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Drum, Council unanimously approved resolution 20-20 permitting the extension of outdoor seating onto adjacent public property, by a vote of 5-0.

11. Other Business.
No other business was discussed.

12. Comments from Attendees.
No comments were made by the public.

13. Motion to Adjourn.
Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Boesch, Council unanimously approved to adjourn the regular meeting, by a vote of 5-0 at 6:00 p.m.

Respectfully Submitted,

Beth Dunn,
Village Clerk

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

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

VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF JUNE 9, 2020
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA

IMMEDIATLEY FOLLOWING THE REGULAR MEETING

The Pinehurst Village Council held a work session at 6:10 p.m., Tuesday, June 9, 2020 remotely, via Zoom. Assembly Hall, located at Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina was open to the public to view the remote meeting.

The following were in remote attendance:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Mr. Kevin Drum, Councilmember
Ms. Lydia Boesch, Treasurer
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey Sanborn, Village Manager
Ms. Beth Dunn, Village Clerk

And approximately 3 attendees, including 3 staff.

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

2. **Other Work Session Business.**
   - Council discussed conducting the work sessions at different times, possibly a different day than the regular meetings. Staff will research how other municipalities conduct their work sessions.
   - Councilmember Hogeman explained she would like to discuss the framework and vision for the Small Area Plans before Council interviews the selected consultants. Natalie Hawkins, Assistant Village Manager, suggested Council reviewing the draft interview questions prior to those interviews. Jeff Sanborn, Village Manager, noted that some of the information Council had concerns over would come out of the public engagement portion of the process. Council and staff discussed the information available from the 2019 Comprehensive Plan and how the Small Area Plans will provide greater detail for those areas. Council discussed creating a scoring matrix for the consultants. Council agreed to schedule a special meeting on June 15th to discuss the interview process for the Small Area Plan consulting candidates.
   - Council discussed resuming in-person Council meetings. The consensus of Council was to resume at the June 23rd regular Council meeting.
   - Councilmember Boesch suggested having Kevin Brewer and Jeff Batton present the Village's plan for tree preservation.
   - Councilmember Boesch suggested tying in our 125th anniversary into the CVB's marketing plan to market Heritage Cultural Tourism. Ms. Hawkins noted that the Village has a media budget if we wanted to do our own advertising.

3. Adjournment.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Boesch, Council unanimously approved to adjourn the work session by a vote of 5-0, at 6:00 p.m. at 7:30 p.m.

Respectfully Submitted,

Beth Dunn,
Village Clerk

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DRAFT

VILLAGE COUNCIL
MINUTES FOR SPECIAL MEETING OF JUNE 15, 2020
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
3:00 P.M.

The Pinehurst Village Council held a Special Meeting at 3:00 p.m., Monday, June 15, 2020 remotely, via Zoom. Assembly Hall, located at Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina was open to the public to view the remote meeting in real time. The following were in remote attendance of the meeting:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Kevin Drum, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Beth Dunn, Village Clerk

And approximately 4 attendees, including 4 staff members

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

2. **Discuss the Interview Process for Small Area Plan Consulting Candidates.**
   Darryn Burich, Planning and Inspections Director, explained how staff came to a list of 4 final candidates of the 18 that responded to the Request for Qualifications for the Small Area Plans for Village Place and Pinehurst South (Highway 5 area). Mr. Burich reviewed the draft interview questions, he has prepared. He explained that the interview questions will go to the consultants in advance of the interviews. Council discussed and made some minor revisions to the questions. Mr. Burich reviewed the scoring matrix to be used to select the consulting firm. Council discussed the criteria and the weight of the scoring matrix and came to a co-censuses not to share with the candidates.

   The interviews with Small Area Plan Consulting Candidates are scheduled for June 24th and June 30th.

3. **Other Business**
   - Mayor Strickland explained that at the last Council meeting there was some discussion on partnering with the CVB in marketing the 125th anniversary for heritage cultural tourism. Mayor Strickland suggested having the CVB come in and present to Council. Council agreed that Councilmember Drum and Councilmember Boesch will discuss Council's intentions and possibly scheduled a special meeting with the CVB.
   - Mayor Strickland noted that everything went well with the outside dining downtown this past weekend.

4. **Motion to Adjourn.**
   Council unanimously approved to adjourn the special meeting by a vote of 5-0 at 5:00 p.m.

Respectfully Submitted,

Beth Dunn,
Village Clerk

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DRAFT

BUDGET AMENDMENTS REPORT
ADDITIONAL AGENDA DETAILS:

FROM:
Brooke Hunter

CC:
Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:
6/16/2020

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

ATTACHMENTS:

	Description
🗋	Budget Amendments Report - FY 2020

VILLAGE OF PINEHURST
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER
FOR THE PERIOD JUNE 3 - JUNE 16, 2020

Under Village of Pinehurst Ordinance #19-12, the Village Council grants the Budget Officer, or Village Manager, the ability to transfer appropriations under specific conditions. These conditions allow transfers of up to $10,000 between departments (including contingency) of the same fund for the FY 2020 Budget. The Budget Officer may not transfer monies between funds at any time.

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

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

	ACCOUNT NUMBER	DESCRIPTION	DEBIT	CREDIT	APPROVED DATE
1	10-10-320-7510	Fire - Capital Outlay: Fleet Vehicle Charges	$ 9,750		6/15/2020
	10-10-320-5402	Fire - Restricted Departmental Supplies		$ 9,267	
	10-10-320-5100	Fire - Business Insurance		$ 483	
	10-00-960-7500	Fleet - Capital Outlay: Vehicles	$ 9,750		
	10-00-960-3560	Fleet - Charges to Other Departments		$ 9,750	
		Transfer funds for rebuilding the engine in the Village's antique firetruck, Annabelle, from operating to capital since the repair meets the requirements for capitalization. Funds from the Fire Department's restricted departmental supplies account were used for a majority of the project, with the remaining minor balance transferred from the business insurance line. The available budget in the restricted departmental supplies account consists of restricted donations made specifically to the Fire Department. Adjusted the associated Fleet Department allocations for capital outlay accordingly.			
2	10-00-230-5300	Finance - Contracted Services	$ 5,000		6/15/2020
	10-00-230-6100	Finance - Service Charges/Fees	$ 2,000		
	10-00-240-4700	HR - Unemployment Compensation		$ 7,000	
		Transfer available funds from Human Resources unemployment compensation to Finance contracted services and service charges to cover increased expenditures this year. Contracted services were higher due to County collection fees associated with property revaluations, and services charges were higher due to increased credit card collections using both online and in-person collection methods.			

PRESENT RESOLUTIONS TO MOLLY GWINN AND JIM MCCHESNEY.
ADDITIONAL AGENDA DETAILS:

FROM:
Beth Dunn

CC:
Jeff Sanborn

DATE OF MEMO:
6/15/2020

MEMO DETAILS:
Village Council will present resolutions to Molly Gwinn and Jim McChesney honoring their service on the Historic Preservation Commission.

REVIEW AND UPDATE FINANCIAL PURCHASING POLICIES TO COMPLY WITH FEDERAL AND STATE REGULATIONS.

ADDITIONAL AGENDA DETAILS:

FROM:
Brooke Hunter

CC:
Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:
6/17/2020

MEMO DETAILS:
Over the past couple years, there have been changes to the state statutes and federal regulations related to local government purchasing. We are proposing the following changes to our financial policies to comply with the regulations required for purchases using federal funds and purchases using electronic payments. Our revisions reflect the recommendations and guidance provided by the Local Government Commission (LGC) and the UNC School of Government.

Purchasing Using Federal Funds:

A. The first area relates to purchasing using federal financial assistance. The Village of Pinehurst currently has a "Purchasing and Contracting Policy" that guides our purchasing methods and complies with North Carolina General Statutes. Since the Village is also occasionally eligible to receive federal financial assistance, we are required to adopt a purchasing policy and a conflict of interest policy that comply with the federal Office of Budget and Management's Uniform Guidance procurement regulations.

The Uniform Guidance regulations apply to local governments who expend federal funds (including both loans and grants). The requirements apply to goods and services, as well as construction and repair projects, and are significantly different from North Carolina State laws. As such, we have prepared the attached "Purchasing Policy & Procedures with Federal Funds" that establishes guidelines for purchases when any federal funds are being used.

Also attached is the "Conflict of Interest Policy: Use of Federal Funds" document that meets the requirements established under 2 C.F.R. § 200.318(c)(1). This policy defines conflicts of interest according to the Code of Federal Regulations and prohibits the acceptance and solicitation of gifts or favors from contractors or suppliers.

Two minor changes to our existing "Purchasing and Contracting Policy" have been proposed on the first page of the document to reference the applicable federal regulations and the Village's new federal funds policy. First, a paragraph has been added under the Procedure Purpose section that instructs staff to use the Village's "Purchasing Policy & Procedures with Federal Funds" if a contract is being paid in whole or in part with federal funds. Also, a compliance statement has been added to the policy that one of our basic goals of the purchasing program is to comply with the procurement standards codified in 2 C.F.R. §200.317 through §200.326. No other changes are being proposed to the existing purchasing policy.

Purchasing Using Electronic Payments:

B. The second area relates to purchasing using electronic payment methods, such as p-cards. The Village must meet specific criteria outlined in the NC Administrative Code to be exempt from the preaudit certificate requirement in G.S. 159-28(a1) for electronic payments.

The preaudit certificate is a statement that is affixed to all written contracts and purchase orders and is signed by the finance officer or deputy finance officer. This certificate indicates that an appropriation for a transaction is approved in the budget ordinance and sufficient funds remain in that appropriation to pay for the amount due in the current fiscal year. As you can imagine, it is physically impossible to affix a preaudit certificate to an electronic transaction since there is no document to stamp or sign. Acknowledging that advancements in technology have occurred since the original preaudit statutes were written, the LGC has adopted several rules that will enable local governments to comply with the state statutes when making electronic purchases.

To qualify for exemption from this preaudit certificate requirement, the Village must do the following:

1. The governing board must adopt a <u>resolution</u> authorizing the Village to engage in electronic transactions.
2. The Village must incorporate an <u>encumbrance system</u> into our accounting system *(process is already in place)*.
3. The Village must adopt <u>written policies</u> that outline the procedures for using p-cards. This must include a process to ensure that before an electronic transaction is made, the person initiating the purchase: 1.) ensures an appropriate budget ordinance is in place, 2.) ensures sufficient funds remain in the appropriation to cover the amount of the transaction, and 3.) records the amount of the transaction in our encumbrance system *(process to record in encumbrance system is already in place)*.
4. The Village must provide <u>training</u> to all personnel about the policies and procedures to be followed before using a p-card.
5. Staff must provide the governing board with <u>quarterly budget-to-actual statements</u> by fund *(process is already in place)*.

The Village already meets several of the criteria listed above with our current procedures. However, a few minor actions are required to be fully compliant with the Administrative Code. First, the attached Resolution #20-22 will authorize the Village to engage in electronic payments and authorize the Finance Officer to adopt any internal written policies needed to comply with this regulation. Second, the Purchasing Card (P-Card) Program Policy has been updated to require cardholders to review their department's Encumbrance and Expenditure Statement before initiating a transaction to ensure funds are available to cover the cost of the purchase. Once the policy has been approved by Council, we will provide training to all p-card users.

Required Council Action:

1 . Under Village of Pinehurst Resolution #10-03, all financial policies of the Village must be approved and amended by the Village Council. In order to adopt the two new policies and amend the existing policies discussed above, the Village Council will need to approve the attached Resolution #20-21.

2 . Also, to authorize the Village to engage in electronic transactions, the Village Council will need to approve the attached Resolution #20-22.

If you have any questions regarding these policy additions and revisions, please feel free to contact me.

ATTACHMENTS:

	Description
🗋	Resolution 20-21 Financial Policy Updates
🗋	Purchasing Policy & Procedures with Federal Funds
🗋	Conflict of Interest Policy: Use of Federal Funds
🗋	Purchasing and Contracting Policy & Procedures
🗋	Purchasing Card (P-Card) Program Policy
🗋	Resolution 20-22 Authorizing Electronic Payments

RESOLUTION #20-21:

A RESOLUTION ADOPTING AND AMENDING FINANCIAL POLICIES OF THE VILLAGE OF PINEHURST (FINANCIAL POLICIES UPDATE).

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 23rd day of June, 2020, as follows:

SECTION 1. All of the policies recommended by the Village's Financial Services Director, listed below, which have been reviewed by the Village Manager, are hereby amended and approved by the Village Council:

1. Purchasing and Contracting Policy & Procedures
2. Purchasing Policy & Procedures with Federal Funds
3. Conflict of Interest Policy: Use of Federal Funds
4. Purchasing Card (P-Card) Program Policy

SECTION 2. The Financial Services Director is hereby instructed to inform all employees of these approved or updated policies, in a timely manner.

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

THIS ORDINANCE passed and adopted this 23rd day of June, 2020.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ____________________________
John C. Strickland, Mayor

Attest:	Approved as to Form:
Beth Dunn, Village Clerk	Michael J. Newman, Village Attorney

DRAFT

	VILLAGE OF PINEHURST **STANDARD PROCEDURE**

SUBJECT: Purchasing Policy & Procedures with Federal Funds	Effective Date: 06/23/2020
Department: Financial Services	Policy No.: FIN-416.3
Prepared by: Financial Services Director, Brooke Hunter	Revised: 00/00/0000
Approved by: Village Council Resolution #20-21	# of Pages: 12

I. PROCEDURE PURPOSE:

The purpose of this policy is to establish guidelines that meet or exceed the procurement requirements for the purchase of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects **when federal funds are being used in whole or in part to pay for the cost of the contract**.

II. POLICY:

A. Application of Policy. This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed) which includes, but is not limited to, direct grants, USDA grants and loans, CDBG funds, FEMA disaster assistance grants, and the Highway Planning, Research, and Construction Program. The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

B. Compliance with Federal Law. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §200.317 through §200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The Village of Pinehurst will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Village of Pinehurst have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Compliance with Conflict of Interest Policy: Use of Federal Funds. All procurement activities must comply with the Village's Conflict of Interest Policy: Use of Federal Funds in accordance with 2 C.F.R §200.318)(c)(1).

D. Contract Award. When bids are required by law, or otherwise solicited by the Village, all contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

D. No Evasion. No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this policy or state and federal law.

E. **Contract Requirements**. All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R. Section § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

F. Contractor's Conflict of Interest. Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

G. Approval and Modification. The administrative procedures contained in the Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. PROCEDURES:

General: The administrative procedures contained within this policy are administrative and may be changed as necessary at staff level to comply with the federal Procurement Standards within this Policy. However, any policy changes must be approved by the governing body prior to becoming effective.

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

General Procurement Standards and Procedures:

A. **Necessity**. Purchases ***must be necessary*** to perform the scope of work and must avoid acquisition of unnecessary or duplicative items (no stockpiling). The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying *new* items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

B. **Clear Specifications**. The Purchasing Department will ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

C. **Notice of Federal Funding**. All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

D. **Compliance by Contractors**. All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, FEMA requirements, and terms and conditions of the funding award.

E. **Fixed Price**. Solicitations must state that the bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are *prohibited.* Time and materials contracts are prohibited *in most circumstances*. Time and materials (Cost-Plus) contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

F. **Use of Brand Names**. When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

G. **Lease versus Purchase**. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach. Note: This comparison is necessary for most FEMA financial assistance programs following an emergency or major disaster declaration.

H. **Dividing Contract for M/WBE Participation**. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

I. **Documentation**. Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

J. **Cost Estimate**. For all procurements costing $250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

K. **Contract Requirements**. The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II. C. “Contract Award” of this Policy.

L. **Debarment**. No contract shall be awarded to a contractor included on the federally debarred bidder’s list. Prior to preparing the contract, the Purchasing Department or the Requesting Department must verify that the contractor is not on the federally debarred bidder’s list.

M. **Contractor Oversight**. The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.

N. **Open Competition**. Solicitations shall be prepared in a way to be fair and provide open competition. The Village shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding; specifying a brand name without allowing for “or equal” products, or other unnecessary requirement that have the effect of the restricting competition.

O. **Geographic Preference**. No contract shall be awarded on the basis of a geographic preference.

Specific Procurement Procedures:

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

Purchase Contracts
Service Contracts (except for A/E professional services)
Construction/Repair/Facility Improvement/Renovation

Up to Micro-purchase threshold as defined in 2 C.F.R. 200.67 ($10,000 as of 6/20/2018):
Shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. §200.320(a))

Procedures are as follows:

- No bidding is required
- Price must be considered fair and reasonable
- To the extent practicable, purchases must be distributed among qualified suppliers
- Contract must be in writing (this could be in the form of a purchase order)

Purchase Contracts
Service Contracts (except for A/E Professional Services)

$10,000 up to $90,000:
Shall be procured using the Uniform Guidance “small-purchase” procedure (2 C.F.R. §200.320(b))

Procedures are as follows:

- Cost or price analysis is not required prior to soliciting bids
- Obtain written price quotes from an adequate number of suppliers or sources (which shall not be less than two (2) quotes)
- Check specific grant as some agencies may require more than two (2) quotes
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321
- Award contract on a fixed-price basis. A not-to-exceed basis is permissible for service contracts only where obtaining a fixed price is not feasible.
- Award to lowest responsive, responsible bidder
- Contract must be in writing (purchase contracts may be in the form of a purchase order; service contracts and construction or repair require use of contract template)
- **Cannot** use a cooperative purchasing program as an Exception to the Bidding

Service Contracts (except for A/E Professional Services) ($90,000 up to $250,000)
Purchase Contracts ($90,000 and above):
Shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. §200.320(c)) and state formal bidding procedures (G.S. 143-129)

Procedures are as follows:

- Cost or price analysis is required prior to soliciting bids
- Complete specifications or purchase description must be available to all bidders
- Public Advertisement:
    - The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board.
    - Legal notice must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound *documented* reasons"
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321
- Solicit from adequate number of known suppliers
- Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement
- All bids must be submitted sealed
- A minimum of 2 sealed bids must be received in order to open all bids
- Bids may only be rejected for "sound *documented* reasons"
- Award contract as a fixed-price. A not-to-exceed basis is permissible for *service contracts only* where obtaining a fixed price is not feasible.
- Award to lowest, responsive, responsible bidder
- Contract must be in writing (purchase contracts may be in the form of a purchase order; service contracts and construction repair require use of contract template)
- **Cannot** use a cooperative purchasing program as an Exception to the Bidding

Service Contracts (except for A/E Professional Services)

$250,000 and above:
Shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought.

*Note: RFP's (Competitive Proposals) can **only** be used when conditions are not appropriate for the use of sealed bids such as service contracts. This can be used for* *all types of contracts $250,000 and over.*

Procedures are as follows for *competitive proposal* method:

- Publicly advertised. Formal advertisement in a newspaper is <u>not</u> required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
- Solicit from adequate number of qualified firms
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321
- Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP
- All responses must be considered to the maximum extent practical
- Must have a written method for conducting technical evaluations of proposals and selecting the winning firm
- Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP
- Governing board approval is required per local policy
- Award the contract on a fixed-price or cost-reimbursement basis
- Must have written contract with federal contract provisions included
- **Cannot** use a cooperative purchasing program as an Exception to the Bidding

Construction/Repair/Facility Improvement/Renovation

$10,000 up to $250,000:
Shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b))

Procedures are as follows:

- Cost or price analysis is <u>not</u> required prior to soliciting bids, although price estimates may be provided by the project designer
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321
- Obtain written price quotes from an adequate number of suppliers or sources (typically means two (2) however, verify with granting agency)
- Award the contract on a fixed-price or not-to-exceed basis
- Award to lowest responsive, responsible bidder
- Governing board approval is <u>not</u> required
- Must have written contract with federal contract provisions included

Construction/Repair/Facility Improvement/Renovation

$250,000 up to $500,000:
Shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c))

Procedures are as follows:

- Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
- Complete specifications must be made available to all bidders
- Public Advertisement: Advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is <u>not</u> required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
- Solicit from adequate number of known suppliers
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321
- Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement
- All bids must be submitted sealed
- A minimum of 2 sealed bids must be received in order to open all bids
- A 5% bid bond is required of all bidders (a bid that does not contain a bid bond cannot be counted toward the two (2) bid requirement)
- Performance and payment bonds for 100% of contract price is required of the winning bidder
- Bids may only be rejected for "sound *documented* reasons"
- Contract awarded on firm-fixed price basis
- Award to lowest responsive, responsible bidder
- Must have written contract with federal contract provisions included
- Governing board approval is <u>not</u> required

*** Building Projects over $300,000:**

Note: Construction or repair contracts involving a building <u>costing $300,000 and above</u> must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).

Construction/Repair/Facility Improvement/Renovation

$500,000 and above:
Shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129)

Procedures are as follows:

- Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
- Complete specifications must be made available to all bidders
- Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
- The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- Public Advertisement:
    - The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board.
    - Legal notice must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound *documented* reasons"
- Solicit from adequate number of known suppliers
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321
- Good Faith MBE Requirements/Affidavits must be submitted
- Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement
- All bids must be submitted sealed and in paper format
- A minimum of 3 sealed bids must be received in order to open all bids
- A 5% bid bond is required of all bidders (a bid that does not contain a bid bond cannot be counted toward the three (3) bid requirement)
- Performance and payment bonds for 100% of contract price is required of the winning bidder
- Contract awarded on a firm fixed-price basis
- Award to lowest responsive, responsible bidder
- Must have written contract with federal contract provisions included
- Governing board approval is required (cannot be delegated)
- Governing board may reject any or all bids only for "sound *documented* reasons"

Professional Services (Architectural and Engineering Services)

Under $250,000:
Shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31)

Procedures are as follows:

- Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms
- Advertisement: Solicit only - Newspaper is not required
- Price (other than unit cost) shall not be solicited in the RFQ
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321
- Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department
- State licensure requirements apply
- Rank respondents based on qualifications and select the best qualified firm
- Price cannot be a factor in the evaluation
- Preference may be given to in-state (but not local) firms
- Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
- Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated
- Must be a fixed-price or not-to-exceed contract type for services
- Governing board approval is not required
- Must have written contract with federal contract provisions included

Professional Services (Architectural and Engineering Services)

$250,000 and over:
Shall be procured shall be procured using the Uniform Guidance "**competitive proposal"** procedure (2 C.F.R. § 200.320(d)(5))

Procedures are as follows:

- Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms
- Advertisement: Solicit only - Newspaper is not required
- Price (other than unit cost) shall not be solicited in the RFQ
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321
- Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ
- Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number")

- Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm
- Consider all responses to the publicized RFQ to the maximum extent practical
- Evaluate qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department
- Rank respondents based on qualifications and select the most qualified firm
- Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project
- Price cannot be a factor in the initial selection of the most qualified firm
- Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
- Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated
- State licensure requirements apply
- Must be a fixed-price or not-to-exceed contract type for services
- Governing board approval is not required
- Must have written contract with federal contract provisions included

Note 1: Geographic preference can be given (in-state) as long as there is an appropriate number of qualified firms given the size of the project.

Note 2: RFQ process cannot be used for general consulting services or other services not defined by state law or PDAT Supplement, Section V-15 even if those services can be performed by an architectural or engineering firm.

IV. EXCEPTIONS:

Non-competitive contracts are allowed ***only*** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

A. Sole Source. A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

B. Public Exigency. A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

C. Inadequate Competition. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

D. Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

E. Awarding Agency Approval. A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

	VILLAGE OF PINEHURST **STANDARD PROCEDURE**

SUBJECT: Conflict of Interest Policy: Use of Federal Funds	Effective Date: 06/23/2020
Department: Financial Services	Policy No.: FIN-416.4
Prepared by: Financial Services Director, Brooke Hunter	Revised: 00/00/0000
Approved by: Village Council Resolution #20-21	# of Pages: 2

I. PROCEDURE PURPOSE:

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. §200.318(c)(1).

II. POLICY:

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

A. Conflicts of Interest. In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the Village of Pinehurst may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. The employee, officer, or agent involved in the selection, award, or administration of a contract,
2. any member of his or her immediate family,

3. his or her partner, or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

B. Gifts. In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the Village of Pinehurst are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value such as promotional items, honorariums for participation in meetings, and meals furnished at banquets may be accepted under G.S. 138A-32. Any officer, employee or agent who knowingly accepts an item of nominal value shall report the item to his or her immediate supervisor.

III. VIOLATION:

Employees violating this policy will be subject to discipline up to and including termination according to the procedures described in the Village's Ethics Policy. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

	VILLAGE OF PINEHURST **STANDARD PROCEDURE**

SUBJECT: Purchasing and Contracting Policy & Procedures	Effective Date: 11/01/2000
Department: Financial Services	Policy No.: FIN-416.1
Prepared by: Financial Services Director, Brooke Hunter	Revised: 06/23/2020
Approved by: Village Council Resolution #20-21	# of Pages: 16

I. PROCEDURE PURPOSE:

These purchasing policies and procedures are intended for use as a guide to the Village of Pinehurst's purchasing methods and practices. When used properly and with common sense, the policies and procedures established herein will enable the Village to obtain needed materials, equipment, supplies and services efficiently and economically.

These purchasing policies and procedures were developed under Chapter 143, Article 8 of the North Carolina General Statutes. **When federal funds are being used in whole or in part to pay for the costs of a contract, the procedures contained in the Village's "Purchasing Policy & Procedures with Federal Funds" must be followed.**

The understanding and cooperation of all employees is essential if the Village is to obtain the maximum value for each dollar spent. While this policy and procedure does not answer all questions related to purchasing, it does provide the foundation for a sound purchasing system.

The basic goals of the Village's purchasing program are:

1. To comply with the legal requirements of competitive bidding that are outlined in Chapter 143, Article 8 of the North Carolina General Statutes.

2. To comply with the Procurement Standards codified in 2 C.F.R. §200.317 through §200.326 when using federal funds unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Should the Village of Pinehurst have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

3. To comply with other North Carolina General Statutes regarding procurement including laws regarding Historically Underutilized

Businesses (HUBs).

4. To assure vendors that impartial and equal treatment is afforded to all who wish to do business with the Village.

5. To receive maximum value for each dollar spent by awarding purchase orders to the lowest responsible, responsive bidder, taking into consideration quality, performance, technical support, delivery schedule, past performance and other relevant factors.

6. To provide Village departments the required goods, equipment, and services at the time and place needed and in the proper quantity and quality.

7. To professionally administer the search for sources of supplies, the development of new sources, the selection of suppliers, negotiations, commitment, follow-up, and adjustments.

8. To promote good and effective vendor relations, cultivated by informed and fair buying practices and strict maintenance of ethical standards.

9. To effect maximum feasible standardization of products used within and among departments in order to minimize stock levels and obtain better prices.

If the established procedures and guidelines are followed, each department can efficiently manage, control and plan its available resources to meet present and future departmental needs and help the Village to meet these goals.

II. OVERVIEW:

Local Buying

It is the desire of the Village to purchase from vendors located within Moore County whenever possible. This can be accomplished by insuring that local vendors who have goods or services available which are needed by the Village are included in the competitive purchasing process. The Village has a responsibility to its residents; however, to insure that maximum value is obtained for each public dollar spent. **The Village cannot and will not make purchasing decisions solely on the basis of vendor residence.** Rather, the Village will endeavor to encourage local vendors and suppliers to compete for all Village business.

Planning

Planning for purchases should be done on both a short-term and long-term basis, thereby minimizing small orders and last minute purchases. Planning will also reduce the number of trips required to obtain materials and minimize clerical and supervisory time spent on documenting purchases.

Buying Proper Quality

Quality and service are as important as price. It is the duty of the requesting department to secure the best, most economical, quality products and services that will meet but not exceed the requirements for which the goods or services are intended. In some instances the lowest price does not necessarily mean the lowest cost.

Contractor Relations

Contractors working for the Village of Pinehurst, are an extension of the Village. To help the Village achieve its mission and provide its customers with the highest levels of service, it is important for all contractors to reflect the Village's values as they perform contracted services. Purchasers are also required to evaluate contractors at least annually to assess their performance and to address any service deficiencies.

III. PURCHASING PROCEDURES:

This section outlines the Village's purchasing procedures. These procedures cover the purchase of apparatus, supplies, materials and/or equipment, as well as contracted services, for items costing over $1,000. Purchases of less than $1,000 are subject to the Purchasing Card (P-Card) Program Policy procedure, which are documented in Policy No. FIN-416.2. This policy does not, however, preclude departments from encumbering funds for purchases less than $1,000. Construction contracts are addressed separately in this document.

<u>Vendor Setup</u>

A subcontractor form (W-9) must be obtained for vendors who provide contracted or professional services. Please contact Financial Services if you have questions regarding this form.

<u>Contract Control Form</u>

If the purchase involves the Village executing a contract document, or if the purchase includes labor being performed on Village property, a *Contract Control Form* will be required. The *Contract Control Form* helps protect the Village from various contract risks and ensures that contractors have adequate insurance coverage for the work they perform. It also assists the Village with overall contract management.

Essential Communications for Key Suppliers are also required for contracts with key suppliers. Key suppliers are identified on the *SharePoint Contract List* and provide significant and specialized services that play a critical role in Village service delivery. They are contractors who provide professional services (i.e. attorney, engineer, architect, etc.), road construction, and refuse collection.

Request to Purchase

The *Request to Purchase Form*, which must be approved by the department head or his/her designee, initiates the procurement process.

A completed *Request to Purchase Form* with appropriate signatures is required for all purchases requiring a Purchase Order. See Exhibit A for a list of purchases that do not require a purchase order.

Completing the Request to Purchase Form

The request is a one-part form. Once completed, forward the original form to the Financial Services Department. A copy of the request should be retained by the user department and attached to the copy of the purchase order that will follow.

All requests must indicate the account to be charged, a description of the item, the quantity to be purchased, the unit of issue (e.g. lbs., cases, dozen, each, etc.), the unit cost of the item requested, along with either the budgeted amount or a "Not To Exceed" (N.T.E.) amount in the appropriate column.

Each section of the request must be completed. If you are unable to provide required information please state "unknown" in that section. If the form is not completed in its entirety or if the Financial Services staff has questions concerning the request, he/she may return the form with a request for additional information needed to the department head or his/her designee.

Specific Instructions

All items must be completed on the *Request to Purchase Form* for a purchase order to be generated. Please remember the following items when completing the form:

1. Please number the page(s) if there is more than one page to assure that none are lost during the processing of the request.

2. The promised delivery date must be indicated; **the acronym ASAP is not acceptable.**

3. The contact person with whom you normally deal should be listed.

4. The address of the delivery location must be provided.

5. Include a thorough description of all items requested with product numbers from a catalog, if applicable.

6. Indicate anticipated shipping costs separately from the cost of the product.

7. Do not send the form to the Financial Services Department until all required signatures are obtained.

VENDOR SELECTION

Selection Policy

Vendors should be selected on a competitive basis. Formal bids, informal bids, or telephone quotations will be solicited by the individual departments prior to submission of the *Request to Purchase Form*. Bid awards, purchase orders and/or contracts should be issued to the lowest responsible, responsive bidder. When soliciting for services from a previously used contractor, purchasers should review the contractor's most recent performance grade on the *SharePoint Contract List*.

Selection Procedures

For the procurement of supplies, materials and/or equipment and for construction or repair, the Village will observe the following procedures:

1. In accordance with North Carolina General Statute §143-129, invitation for formal bids will be used for purchases of $90,000 and greater ($500,000 and greater for construction and repairs). This will include advertising in the local newspaper and/or other advertising media as deemed appropriate and receiving sealed bids.

2. Purchases greater than $5,000 but less than $90,000 (less than $500,000 for construction and repairs), are subject to Informal Bidding Procedures. North Carolina General Statute §143-131 requires this for purchases greater than $30,000 but less than $90,000; however, the Village has elected to use a lower threshold of $5,000. Purchases in this range will require three written quotes. All quotes, regardless of degree of formality, are required to be attached to the *Request to Purchase Form* before the Purchase Requisition form is submitted.

3. In accordance with North Carolina General Statute §143-131, purchases of less than $5,000 can be made in the open market with no requirement for a formal invitation for bids or request for quotations. However, **every effort should be given to obtain written competitive quotes for purchases of less than $5,000**. However, verbal quotes will be accepted if documented on the *Vendors Requested to Propose Form*. All quotes, regardless of degree of formality, are required to be attached to the *Request to Purchase Form* before the Purchase Requisition form is submitted.

The department is required to obtain written quotations from any related party that submits a proposal to provide goods or services. A related party includes Village employees, Board members, and Council members and their immediate family members. In these instances, the department is **required** to obtain pricing from at least three vendors. Related-party contracts are discouraged and should be in accordance with the Village's Ethics Policy AD-150.

E-VERIFY

Per Session Law 2013-418, municipalities may not enter into a contract unless the contractor and the contractor's subcontractors comply with Article 2 of Chapter 64 of the General Statutes. Employers and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the Village. Federal and State agencies and Municipalities are exempt from this requirement.

E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

Any contract or purchase order approved by the Village will include these E-Verify contract requirements.

PURCHASE ORDERS

To be valid, a purchase order issued by the Village must be completed and signed by either the Financial Services Director (the statutory Finance Officer) or the Assistant Financial Services Director (the Deputy Finance Officer). **Purchase orders will not be issued without a properly executed *Request to Purchase Form*.**

The Purchase Order Process

A purchase order is a contract between the Village and a vendor. The Village will not recognize the issuance of purchase orders by unauthorized Village employees or officials and payment of these obligations will not be approved. Obtaining supplies, materials, equipment or services without a purchase order is an unauthorized purchase (except in emergency situations as outlined later).

Unauthorized purchases are classified as a personal expense and may be paid for by the employee.

In the event that a purchase order is not requested by the department and issued by Financial Services before the date of the invoice, the department head responsible for the unauthorized purchase should complete the *Explanation for Delay of Purchase Order Request Form*. This form will then be signed by the department head, forwarded to their immediate supervisor for approval, and then forwarded to the Village Manager, or his/her designee, for final approval. Once the Village Manager has approved the form, the Village Manager will send the form to Financial Services to authorize the payment of the invoice. Financial Services will not issue payment of the invoice without an approved *Explanation for Delay of Purchase Order Request Form*.

The original purchase order will be distributed to the requesting department and should be mailed to the vendor. It is recommended that departments make a copy of the original purchase order for their records prior to mailing it to the vendor. Financial Services will maintain one copy of the purchase order, which is filed sequentially in notebooks.

After an item is received, the department should indicate the purchase order number on the invoice before forwarding to the Financial Services Department for payment. This should be done immediately after the item(s) have been received, inspected and accepted by the user department.

Change Orders

In order to change, modify, cancel, or liquidate an existing purchase order, the user department must complete a *Change Order Form* with the department head's or his/her designee's approval. All pertinent information needed to make the changes should be completed. The change order should be forwarded to the Financial Services Department for processing and approval. Financial Services will then distribute the paperwork to the department head or his/her designee. It is the department's responsibility to forward the additional paperwork to the vendor. Change order approval will be based upon the new purchase order total and not on the amount being added to the purchase order. Purchase order changes are appropriate for reasonable increases in quantity or project scope. If the change is significant, the Financial Services Director may request the purchase be re-quoted as a new purchase. Also, change orders should not be processed for changes under 10% of the original purchase order.

Change orders will **not** be allowed:

1. That would alter the procurement procedures that were used in the original process. (i.e., from informal to formal).
2. After the scope of services have been rendered or materials have been received.
3. That would increase a blanket purchase order.

Change orders are not needed when the dollar amount of the change for a line item will not be exceeded by 10% of the original amount.

SPECIAL PROCUREMENT PROCEDURES

Blanket Purchase Orders

The Financial Services Department will issue blanket purchase orders to selected vendors for the procurement of large volume items and recurring service contracts, such as cleaning and pest control services.

Requests for blanket purchase orders must, in addition to the required information, indicate the following: items covered by the blanket purchase order and a Not to

Exceed (NTE) amount in the appropriate column. The issued purchase order will instruct the vendor that unauthorized purchases will not be allowed. It is the responsibility of the individual authorized to purchase under a blanket purchase order to ensure that an unspent balance remains to cover the purchase to be made. **Any purchase that exceeds the funds available under a blanket purchase order or made by personnel not authorized will be classified as an unauthorized purchase, or personal expense, and may be charged to the employee.**

An authorized Village employee must sign the vendor's delivery ticket and the purchase order number should be indicated on the receiving documents when a purchase is received. Delivery tickets may be discarded after being reconciled with the invoice.

Service Contracts

Recurring service contracts such as monthly or quarterly cleaning, pest control, maintenance, etc. can be encumbered at the beginning of the fiscal year for which a valid contract exists. A request for a blanket purchase order should be made in the total estimated amount to be expended on the service contract in the fiscal year. An executed contract should be attached to the *Request to Purchase Form* before a blanket purchase order will be issued for service contracts.

Purchasing Card Program

To procure small-dollar items, select Village employees will be issued a VISA-brand procurement card. Small-dollar purchases are individual expenditures of $1,000 or less. Some cardholders could be authorized to make purchases for greater or lesser amounts. The policies and procedures for the Village purchasing card program are documented in the Purchasing Card (P-Card) Program Policy No. FIN-416.2.

Emergency Purchases

In cases of emergencies, the department head or his/her designee may purchase directly from any vendor supplies or services whose immediate procurement is essential to prevent delays in work that may affect the life, health, or safety of Village of Pinehurst employees or citizens.

The user department shall exercise good judgment and use established vendors when making emergency purchases. Always obtain the best possible price and limit purchases to those items emergency related. Not anticipating needs does not constitute an emergency situation. First, the department should determine if a true emergency does exist. Second, the department should anticipate needs and avoid emergency situations whenever possible.

During working hours, the following procedure should be used for emergency purchases:

Contact the Financial Services Department and supply all pertinent information to obtain a purchase order. The information needed will include the vendor name, item(s) to be purchased with quantities, expenditure account to which the item(s) should be charged and the reason for the emergency purchase. After verifying available funds, a purchase order number will be issued for the expenditure and the purchase order will be distributed accordingly. If the purchase will over encumber the account balance, a budget amendment will need to be completed as soon as possible.

After working hours, the following procedure should be used for emergency purchases:

> The invoice received should be coded with the account(s) to be charged and signed by the individual receiving the goods or services. The department head should complete the *Explanation for Delay of Purchase Order Request Form*. This form will then be signed by the department head, forwarded to their immediate supervisor for approval and then forwarded to the Village Manager, or his/her designee, for final approval. Once the Village Manager has approved the form, the Village Manager will send the form to Financial Services to authorize the payment of the invoice. Financial Services <u>will</u> <u>not</u> issue payment of the invoice without an approved *Explanation for Delay of Purchase Order Request Form*.

Emergency purchases, although sometimes necessary, are costly both in time and money. The use of emergency procedures should be limited and will be monitored for abuse.

<u>Call-In Request for Purchase Orders</u>

Call-in requests for purchase orders will be used for emergency situations only. However, scanning and emailing requests with the appropriate backup for rapid expedition is acceptable.

<u>Purchase Order Cut-Off Date</u>

Purchase requests for materials, supplies, services and equipment (not included in blanket purchase orders or service contracts) for the ending current fiscal year must be submitted to the Financial Services Department no later than June 1. Purchase requests of a routine nature that could have been scheduled prior to June 1, and are not critical, will be returned to the department for disposition in the new fiscal year. This procedure is necessary to allow for the delivery and receipt of the goods by the end of the fiscal year.

<u>Sole Source of Supply</u>

In the event there is only one vendor capable of providing a particular good or service, the competitive pricing procedures outlined in this manual may be waived by the approval of the Village Council. Whenever a department head or his/her designee elects to purchase goods or services from a "sole source", he/she shall document on the request why only one company or individual is capable of providing the goods or services required. The provisions of G.S. §143-129(e)(6), which requires Council to allow for this sole source exception, will be applied.

State of North Carolina Purchase Contract

Departments may utilize the State of North Carolina Department of Administration Purchase and Contract Division whenever possible for procurement of capital and non-capital items. This system expedites the purchase of goods, offers pricing compatible with quotes received from formal and informal bids, and satisfies North Carolina General Statutes. Examples of goods on state contract are: law enforcement vehicles, office furniture, copiers, janitorial supplies, copier paper, and light bulbs. Contact the Financial Services Department with questions about which goods are on State Contract.

Cooperative or Group Purchasing Programs

Under North Carolina General Statute 143-129(e)(3) departments may make purchases from suppliers who are selected through a group purchasing program that is a “formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies”. Items selected for purchase from these contracts are not subject to informal or formal bidding requirements. Financial Services maintains membership in several such programs. Current information regarding these programs can be found on the Financial Services Self-Service page on the intranet.

Professional Services

Normal competitive procedures cannot be utilized in securing professional services such as attorneys, engineers, planners, and other professional people who, in keeping with the standards of their discipline, will not enter into a competitive bidding process. When an agreement between a professional service company and the Village is established, a purchase order with a NTE amount shall be issued to satisfy accounting and statutory requirements. A copy of the contract should be provided to support the purchase order. Architectural, engineering, and surveying contracts will also be subject to a qualification based selection (QBS) process per NCGS 143-64.31.

Purchasing Calendar: Capital and Non-Capital Equipment

In order to secure financing and maintain the fixed asset records for the fiscal year, the departments should try to complete all capital purchases no later than February 15 with delivery scheduled no later than May 15, if at all possible.

COMPETITIVE BIDS

Formal Bids-Apparatus, Supplies, Materials, & Equipment ($90,000 and Greater)

In order to purchase supplies, apparatus, materials or equipment with an expenditure of $90,000 or more, the department head or his/her designee, in conjunction with the Financial Services Director, shall develop and prepare specifications for bidding. The department head shall be responsible for ensuring that all North Carolina General Statutes are satisfied, including, but not limited to, newspaper advertisement and receipt of sealed bids. These requirements are outlined in NCGS §143-129.

After receipt of all bids, the department head or his/her designee, shall review the bid responses to determine the bid deemed in the best interest of the Village. The department head or his/her designee shall make a formal recommendation of award, with supporting documentation to the Financial Services Director, Village Manager, and the Village Council.

Upon Village Council approval of the recommendation, the responsible department head shall initiate the purchase order process and upon receipt of the issued purchase order, the department head may place the order with the successful bidder(s).

Informal Bids-Supplies and Materials ($5,000 - $90,000)

The department head shall utilize the informal bidding process for purchases greater than $5,000 and up to $90,000, in accordance with NCGS §143-131. The informal bidding process requires that competitive pricing be obtained in writing from the bidders. Requests for quotes are sent to several sources that can supply the product(s) desired. Upon receiving the quotes and selecting the vendor, the department head shall forward a *Request to Purchase Form* to the Financial Services Department who will generate a purchase order. Copies of the written quotations submitted by vendors should accompany the *Request to Purchase Form* along with the basis for selecting the vendor chosen.

Purchases of Supplies and Materials (Less than $5,000)

Every effort should be made to obtain three (3) written quotes when expending public funds of less than $5,000. Once the department head determines the quote that is in the best interest of the Village, he/she or his/her designee should complete a *Request to Purchase Form* and forward it to the Financial Services Department, along with copies of the written quotes received. Quotes should be summarized on the *Vendors Requested to Quote Form*. This form can be especially useful for documenting verbal quotes. If other documentation is supplied, the department should provide all of the information with their submission to Financial Services. The Finance Technician will then generate a purchase order.

CONSTRUCTION AND REPAIR WORK

Formal Construction or Repair Contracts ($500,000 and greater)

Construction contracts within this range shall be the responsibility of the department head, engineer, and other Village officials as deemed necessary. These officials are responsible for specification development. G.S. §143-128 details the five alternative bidding methods for building construction and repair contracts. G.S. §143-128.2 defines historically underutilized business (HUB) participation goals and requirements. Per Ordinance #93-7, it is the Village's policy to have a verifiable goal of five (5%) percent for participation by historically underutilized businesses in building construction contracts awarded pursuant to G.S. §143-128.

After the formal bidding process has been completed, the department head or his/her designee shall recommend to the Village Council the lowest responsible, responsive bidder deemed in the best interest of the Village. Upon award by the Village Council and execution of the contract, the department head shall initiate a *Request to Purchase Form* so that a purchase order can be generated to encumber the expenditure account.

Informal Construction or Repair Contracts (Less than $500,000)

Construction, renovation or repair work of less than $500,000 shall be the responsibility of the department head, the contracted engineer and other Village officials as deemed necessary. The bid award will be made to the lowest responsible, responsive bidder, upon recommendation by the department head. Under G.S. 143-131(b) for construction or repair projects departments are required to document their good faith effort to solicit historically underutilized businesses. Upon approval by the Village Manager and execution of the contract, the department head or his/her designee shall initiate a *Request to Purchase Form* so that a purchase order can be generated to encumber the expenditure accounts. The department is also responsible for contacting the successful bidder(s).

HISTORICALLY UNDERUTILIZED BUSINESSES

For building construction (vertical construction with walls and roof) projects above $300,000, the Village must follow prescribed requirements in the Village's Minority Business Outreach Plan (MBOP). The formal bidding limit for construction is $500,000, but for HUB reporting, the limit is $300,000. For projects in this range, departments should contact the Financial Services Director for assistance in following those guidelines.

For building <u>construction</u>, <u>maintenance</u>, or <u>repair</u> projects in the $30,000 - $300,000 informal range, departments must make the following "good faith" efforts.

1. Solicit HUB participation in contracts,
2. Document efforts to recruit HUB participation,

3. Maintain records of HUB contractors solicited, and
4. Report all data on HUB participation efforts to the N.C. HUB Office.

Good faith efforts should be recorded on a HUB Informal Reporting Form and submitted to the Financial Services Director. This form will be the basis for a report to the NC HUB Office.

The Finance Department maintains a list of minority owned (HUB) businesses in Moore County in the intranet that may be of assistance to departments in soliciting HUB bids.

VERIFICATION OF BIDS RECEIVED

When a *Request to Purchase Form* is submitted for the purchase of supplies, materials, or equipment, the Financial Services Department will periodically verify bid information provided by vendors directly with the vendors. All bids received should accompany the *Request to Purchase Form*, regardless of the bid selected. In addition, a listing of the vendors who were asked to propose on the goods/services should be provided on the *Vendors Requested to Propose Form*.

SPECIFICATIONS

When goods or services are procured under the formal or informal bidding process, specifications must be prepared. All specifications, should do at least four things:

1. Identify minimum requirements,
2. Encourage competitive bids,
3. Be capable of objective review, and
4. Provide for an equitable award at the lowest possible cost.

Specifications shall be as simple as possible while maintaining the degree of exactness required to prevent bidders from avoiding supplying the goods or services required or otherwise taking advantage of their competitors.

All specifications utilizing a name brand must include the term "or approved equal" to avoid being restrictive and eliminating fair competition from the bidding process.

Different methods of structuring specifications include:

1. Qualified products on acceptable vendor list,
2. Specification by blueprint or dimension sheet,
3. Specification by chemical analysis or physical properties,
4. Specification by performance, purpose or use,
5. Specification by identification with industry standards, or
6. Specification by samples.

DELIVERY AND PERFORMANCE

A completed and accepted purchase order by the parties concerned must produce the intended results or objectives before it can be considered a successful or completed purchase. The terms and conditions must clearly define the delivery and performance requirements of the services, supplies or equipment.

The importance of the delivery schedule should be emphasized to the vendor. Delivery requirements should be clearly written and fully understood by all vendors. If several items are required by the purchase order, there may be a different delivery schedule for each item. It is important to clearly indicate the delivery location on the *Request to Purchase Form*.

Partial Deliveries

Some purchase orders may list several items. It is possible the vendor may complete timely delivery on some items, which are referred to as "partial deliveries". Upon receipt of a partial delivery, the department should attach a copy of the signed delivery receipt, indicate “Partial Delivery” and forward to the Financial Services Department.

Non-performance

If a vendor fails to meet any requirements(s) of the specifications or terms and conditions of the contract or purchase order, the vendor can be cited for non-performance. The seriousness of non-performance will be evaluated based upon the circumstances of each violation.

INSPECTION AND TESTING

Life and safety as well as successful operation of expensive equipment and supplies may depend upon how well a purchased item meets the design and performance specifications.

Goods and materials should be checked at the time of receipt for damage or defects. The inspection shall include assuring goods comply with the specifications. If damage is found or the goods fail to comply with the specifications, the item(s) shall be rejected as outlined below.

Rejection

In order to protect the Village’s rights in the event of rejection, for whatever reason, the vendor shall be informed as soon as possible. Reasons for the rejection must be documented in memo form and forwarded to the Financial Services Department in a timely manner. It is the department head’s or his/her designee’s responsibility to notify Financial Services and the vendor of the reason for the rejection within three (3) business days if another employee received and signed for the goods.

Damaged Goods

One of the major reasons for immediately inspecting the goods or materials upon receipt is to detect any visible damage. When it is apparent that the extent of the damage causes the goods to be worthless, they will not be accepted. It is necessary that all damage including evidence of concealed damage shall be documented by memo and forwarded to the Financial Services Department. The department head or his/her designee is responsible for informing the vendor and Financial Services of the damaged goods within three (3) business days if another employee received and signed for the goods.

Latent Defects

Latent defects may be the result of damage in transit or failure of the manufacturer to conform to specifications. Consequently, it is often difficult to fix responsibility for the defective material. If specific liability for the defect cannot be determined between the carrier, the vendor, or the manufacturer, the Village may file a claim against all parties. A memo explaining the defects must be forwarded to the Financial Services Department to ensure all parties involved are properly informed. The department head or his/her designee is responsible for informing the vendor and Financial Services of the damaged goods within three (3) business days if another employee received and signed for the goods.

VENDOR RELATIONS

Good vendor relations are valuable business assets established through mutual confidence and satisfactory business relationships between buyer and seller. An important contribution toward promoting and preserving these relations is a clear understanding between the contractor and the Village of the expectations under the contract. Purchasers are required to grade all contractors at least annually on the Village's *SharePoint Contract List* to assist the Village in awarding future contracts. They are also encouraged to routinely provide feedback to contractors on their performance under the contract.

Purchasers are required to grade each contractor on the *SharePoint Contract List* with a letter grade of A, B, C, or F at the conclusion of the contract period. This aggregate grade should be based on the fairness of pricing, and the quality and timeliness of the services delivered. The purchaser is required to provide a brief comment with the letter grade explaining the reason for the grade assigned. Each letter grade has an explanation to assist the purchaser in selecting the appropriate grade.

For contracts with key suppliers, purchasers are required to use the *Essential Communications for Key Suppliers* to communicate: 1) The Village's mission, vision, and values, 2) Required ethical standards, and 3) Methods of contract performance evaluation, including a required performance evaluation meeting. Key suppliers are required to provide a written acknowledgment they have received the *Essential*

Communications for Key Suppliers.

OTHER

No employee or official should derive a direct personal benefit from any contract or purchase. Also, employees should not accept gifts or favors from vendors per G. S. 133-32 and the Village's Ethics Policy AD-150.

Departments do not have the authorization to commit in writing, or verbally, future Village business to vendors.

AFTER THE ORDER

The procurement function is not accomplished by simply placing an order with a supplier. Satisfactory delivery must also be made. To insure delivery will be made when required, follow-up is necessary.

Follow-up or expediting delivery of an order is part of the purchasing process and can be more efficiently handled by the purchasing party.

The Financial Services Department shall on a regular basis review outstanding purchase orders to determine if vendors are delinquent in shipping the items requested or providing the services requested. The Department head or his/her designee should contact vendors directly concerning any delinquent deliveries.

The Financial Services Department shall contact vendors concerning invoice discrepancies and shall have the authorization to approve or disapprove invoice amounts.

EXHIBIT A

EXAMPLES OF PURCHASES NOT REQUIRING A COMPLETED REQUEST TO PURCHASE FORM

The following items are not required to obtain a purchase order prior to their purchase:

Claim payments
Insurance premiums
Petty cash - replenishment of funds
Refunds
Tuition fees for educational purposes
Utilities

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

	VILLAGE OF PINEHURST **STANDARD PROCEDURE**

SUBJECT: **Purchasing Card (P-Card) Program Policy**	Effective Date: 07/01/2004
Department: Financial Services	Policy No.: FIN-416.2
Prepared by: Financial Services Director, Brooke Hunter	Revised: 06/23/2020
Approved by: Village Council Resolution #20-21	# of Pages: 12

I. PROCEDURE PURPOSE:

To provide a procedure in the purchasing process for the use of procurement cards for small value purchases.

To standardize the documentation and reporting of small-dollar business expenses so that all Village employees are guided by a common set of expense guidelines.

To comply with the preaudit certificate requirements for electronic payments as required by NC Administrative Code 20 NCAC 03.0409.

II. POLICY:

To procure small-dollar items, select Village employees will be issued a VISA-brand procurement card. Small-dollar purchases are individual expenditures of $5,000 or less. Some cardholders could be authorized to make purchases for greater or lesser amounts.

To control the use of the purchasing card, only the person named on the card is authorized to use it and no one other than the cardholder can “borrow” the card or make purchases on behalf of the department. In addition, each cardholder receives a monthly statement that the cardholder must reconcile against their purchase records.

Any intentional use of the card other than for official Village business shall be grounds for discipline up to and including termination.

III. OVERVIEW:

The Village will issue purchasing cards to employees to streamline the purchasing and payment process.

There are numerous benefits to a purchasing card program.

Benefits to the cardholder include:

- Convenience of purchasing,
- Expedited delivery of goods,
- Expanded list of merchants from whom purchases can be made, and
- Reduced paperwork.

Benefits to the Village's internal departments include:

- Simplified purchasing process,
- Lower overall transaction processing costs per purchase,
- Reduced paperwork, and
- The ability to set and control purchasing dollar limits.

Benefits to the vendor include:

- Expedited payments,
- Reduced paperwork, and
- Lowered risk of nonpayment.

The purchasing card program offers the Village a tool to empower many of our employees, providing them with an easy way to buy the small-dollar goods and services they need to perform their jobs. At the same time, built-in purchasing card controls ensure the Village's purchasing policies are followed. These controls also guard against potential misuses and fraud.

IV. PROCEDURES:

This section describes how cardholders use the Purchasing Card to buy approved goods and services that cost less than $5,000. (Again, there may be some cardholders with higher or lower authorized amounts.) The cardholder is responsible for verifying that all monthly activity statements are correct and for taking appropriate and timely action to correct any errors that may be identified during reconciliation.

Targeted Purchasing Card Expenses

Items that generally cost less than $1,000 are candidates for Purchasing Card expenditure . Below are examples of expenditures that may be purchased using a p-card:

- Automotive repair for field personnel, if approved by Fleet Maintenance
- Books and periodical subscriptions
- Food for approved business purposes
- Computer software, supplies, or maintenance expenses
- Electronic database services and supplies
- Gasoline purchases (for Village vehicles when traveling out of town)
- Laundry of uniforms
- Mail and package delivery services
- Repairs & Maintenance (RM) expenses
- Medical supplies

- Office supplies
- Safety equipment or supplies
- Special and emergency miscellaneous supplies
- Stationery and forms
- Training programs and seminars (registration fees)
- Travel expenses, as authorized

Ineligible items include:

- **Cash Advances**
- **Capital items that may impact the Village's depreciation and investment accounting**
- **Personal items**

Most p-cards are issued with a limit between $2,000 and $5,000. The limit is requested by the Department Head when the card is requested and may be increased or decreased as deemed appropriate.

The above categories of eligible and ineligible items are general for all cardholders. Each cardholder's card is set to allow and/or disallow certain Merchant Category Codes (MCC's) as determine by the Financial Services Director.

Individual Responsibilities

Card and Program Administrators

The Village has assigned card administrator duties to the Finance Technician in the Financial Services Department. This position is responsible for seeing that the purchasing card controls are properly enforced. The program administrator is the Director of Financial Services. The program and card administrators approve and issue all Purchasing Cards and handle all related procedures. The card administrator or the program administrator can revoke a purchasing card at any time for any reason.

The card administrator is responsible for maintaining a file of individuals authorized to make purchasing card transactions. The card administrator is also the focal point for overall program administration and problem resolution.

The card administrator and Assistant Financial Services Director review and approve the consolidated monthly Purchasing Card statement for payment.

Department Head

The department head recommends which employees in their department should be issued purchasing cards. This number should be kept to a reasonable limit. The department head notifies the employees selected for the program and explains the program. The department head will request that the employee sign a New Employee Enrollment/Change Form, which indicates that they fully understand and accept card responsibilities. The department head will forward the signed application form to the card administrator for filing and further processing. The card administrator reviews the completed Application Form, forwards it to the Finance Director for approval, and then applies online for the Bank to issue the card. Department heads also must notify the card administrator ***immediately*** if they wish to revoke a card or if a cardholder terminates employment with the Village of Pinehurst.

Department heads are responsible for monitoring proper card usage and reviewing/approving transaction logs, statements, and receipts to ensure that they are accurate and complete.

The Department Head is responsible for ensuring that cards of terminated employees are recovered prior to the distribution of a final paycheck to that employee. The Department Head is also responsible for immediately notifying the card administrator of recovered cards.

<u>Cardholder</u>

When the card arrives, the cardholder will be contacted by the program administrator. A training session must be completed before the holder receives their purchasing card. They must sign it immediately and also sign and return an Employee Acknowledgement Letter to the card administrator confirming receipt of the card. The card administrator will file the acknowledgement letter in the employee's p-card file.

The cardholder must activate their card prior to their first use by calling the Bank's Customer Service and providing the four digit pin number provided by the Bank via mail.

As required by NC Administrative Code 20 NCAC 03.0409, **before a transaction is made** using a p-card, the cardholder is responsible for: 1.) ensuring there is a budget ordinance appropriation authorizing the expenditure, and 2.) ensuring that sufficient funds remain in the appropriation to cover the amount that is expected to be paid out in the current fiscal year. To do so, the cardholder should access their department's Encumbrances and Expenditures Statement located on the Village's Intranet and ensure there is sufficient unencumbered balance in the respective general ledger account to cover the cost of the transaction.

Each cardholder is responsible for maintaining original credit slips or receipts and reconciling the receipts with their monthly Transaction Log and the monthly activity statement issued by the bank. They are also responsible for insuring that the goods have been delivered or services rendered before the charge appears on their purchasing card. Upon completion of their reconciliation, the cardholder must forward it to their Department Head for review and approval.

If a card is lost, damaged, stolen or misplaced, the cardholder is responsible for ***immediately*** notifying the bank **at any hour of any day**. The cardholder must also notify the card administrator as early as possible on the next business day.

Individual cardholders are charged with using their cards properly, obtaining purchase orders where required and entering every purchasing card transaction, with the required sales tax and account code information, on their Transaction Logs. These receipts should be numbered and attached in numerical order before submitting to their department head.

All individuals that are issued a card or responsible for the management of the purchasing card program should refer to the Contact Sheet for the person to call for questions that may arise while performing their purchasing card responsibilities.

Application for a Purchasing Card

To request a purchasing card for an employee, a department head must submit a New Cardholder Enrollment/Change Form to the card administrator. An enrollment form must include a department and general ledger account code that will be used as the default account number to allocate purchases made by the cardholder. It must also contain the employee's social security number and the card limit requested.

Both the program and card administrator approve the addition of a new cardholder.

The card administrator then processes the purchasing card requests. The card administrator keeps the application on file until the employee terminates or retires from employment with the Village of Pinehurst.

After approval, each cardholder must attend a training session before they will be issued a purchasing card. The training session is intended to insure their understanding of their cardholder responsibilities and to provide them with instructions on how to complete their Transaction Log and perform their monthly reconciliation.

Each purchasing card is issued to the Village of Pinehurst and the individual employee named on the card. No one else can use this card - even in an emergency situation.

When cardholders receive their cards from the Finance Technician and complete training, they must sign and return an Employee Acknowledgment Letter. <u>The acknowledgment letter confirms receipt of the card and is the employee's signed pledge to follow the Village's purchasing policies and procedures and accept responsibility for any personal misuse of the card</u>.

Using the Purchasing Card

The purchasing card program is designed to let end-users of goods and services buy these necessary small-dollar items directly from vendors, thus increasing efficiency, decreasing cycle time and dramatically reducing paperwork.

The Village of Pinehurst's general criteria (authorized amounts may be higher or lower) for using a purchasing card are:

- An eligible item must cost $5,000 or less (including tax and freight). Goods or services that cost more than $5,000 **<u>may not</u>** be broken into smaller purchases (parceling) to meet this transaction dollar limit (Note: All purchases that exceed $1,000 must also be encumbered by a purchase order per Village policy).

- Items in the following categories are considered ineligible regardless of how much they cost: capital expenditures over $5,000; cash advances; and any item for the cardholder's personal use or the personal use of another party.

- Unless approved by the program administrator, no cardholder may spend a cumulative total of more than $5,000 a month.

- Each cardholder must maintain a monthly transaction log listing all goods and services acquired using the purchasing card.

The Village's purchasing cards will be accepted by most merchant groups who regularly accept VISA cards as a method of payment. However, each card may be programmed to allow and disallow merchant types by MCC codes as determined by Financial Services.

As noted previously, some merchandise is excluded from the purchasing card program. If the card is presented to an excluded merchant, the transaction will be declined. If a cardholder believes a vendor who declines a transaction should fall within an approved category, he/she should contact the bank's customer service number on the card to determine if the transaction was declined because of merchant exclusion or for another reason. For example, a transaction may have been declined because the cardholder exceeded daily or monthly limits.

When a cardholder is declined at a point-of-sale terminal, the bank's Commercial Card Customer Service will not authorize the transaction but will identify the reason for the decline. If a merchant has been improperly excluded, the cardholder can contact the card administrator to change the blocking procedure that is in place. If a dollar limit has been exceeded, the cardholder should contact his/her department head to determine if the card limit should be increased.

Each purchasing card is linked to a single general ledger account code. All purchases made with the card are automatically charged to the default account code, *unless* another account code is given as a substitute at the time the transaction is made or when a cardholder identifies a different account code for a specific transaction on the Transaction Log that is forwarded to the card administrator.

An account code can be given to a vendor or store only if they are equipped with an "enhanced point-of-sale device". If they have the device the sales clerk will be prompted by the card reader to enter the additional information.

Account codes for each transaction, which is not to be coded to the default account code assigned to the card, must be listed on the Transaction Log.

After making a purchase, the cardholder enters the required details on a Transaction Log. An account code for each item must be listed if it is to be charged against a code other than the default. Sales tax for each item must also be listed. Each individual receipt must be marked with the transaction log number. If the receipt does not include a complete description of the purchase, the cardholder should hand write a description on the receipt or request an invoice from the supplier.

A Transaction Log should be printed and forwarded in a large blue envelope that is used to store the receipts and invoices, which are numbered to correspond with each transaction logged. Purchasing card transaction receipts should be placed in the transaction log envelope. For telephone orders, the cardholder should request a receipt to be sent via e-mail or fax from the vendor. For purchases made online, the cardholder should ensure the website is secured and print a receipt to include in the transaction log envelope.

If any item purchased with the purchasing card is returned, the merchant must credit the card account. The cardholder should then note the credit on the Transaction Log and include the credit receipt with their Transaction Log. A note of the credit should be written in the log's "description" column.

The card administrator is responsible for all card maintenance and must be notified of any updates or changes that are needed, *such as a cardholder's change of name or address*, or a *change in transaction authorization limits*. Department heads should request these changes by completing the appropriate section of the New Cardholder Enrollment/Change Form.

Monthly Reconciliation

The card administrator will forward a monthly activity statement to each individual cardholder. The Bank sends a consolidated statement to the program administrator for payment.

Each employee who has been entrusted with a purchasing card is responsible for verifying the accuracy of charges by performing the following reconciliation steps:

- First, the cardholder verifies that all items included on the monthly activity statement are correct. For items that are incorrect, the cardholder should call the bank and report the potential fraud. The charge should be listed on the Transaction Log. Secondly, the cardholder should immediately notify the card administrator of any unauthorized charges. The cardholder should follow up to ensure the credit is issued on the next month's statement. Timeliness in uncovering unauthorized use is critical. From the date the statement is received, the Village of Pinehurst has a time limit of 60 days to file any dispute of charges.

- The cardholder must identify items that they purchased during the month that are on their Transaction Log but not on the monthly statement. The receipts associated with these items should be removed from the current month envelope and put in the envelope for processing the next month.

- The cardholder encloses the reconciled monthly activity statement with his/her receipts/invoices, along with the Transaction Log for the month in the transaction log envelope and submits it to their approving department head for review by the 25th of each month. The receipts should be numbered and in correct order before submitting to the department head.

- The approving department head is responsible for reviewing, signing and forwarding the Transaction Log to the card administrator by the last working day of each month. By his/her signature, the department head indicates that all charges for the cardholder have been reviewed and approved as expenditures made in compliance with the Village's purchasing policies and procedures.

Billing and Remittance

The Village of Pinehurst's purchasing card payment program is an individual bill/central payment program. Each cardholder receives a monthly activity statement for information and reconciliation purposes only. A summary of all charges with supporting detail is downloaded by the card administrator who pays the bank on behalf of all cardholders and posts the individual charges to the proper general ledger accounts.

Reconciling the transactions shown on the monthly activity statement supplied by the Bank with the cardholder's Transaction Log and individual charge slips is the primary responsibility of the cardholder. This crosscheck is essential to verify accuracy. If all of the charges are correct, then the cardholder forwards the Transaction Log and monthly statement to the approving department head, who in turn signs the log and forwards it to the card administrator. Vendors should not charge a cardholder's account unless goods have been delivered or services rendered.

If an error is discovered on the monthly activity statement, the cardholder should ***immediately*** notify the bank and the card administrator. Errors not reported within 60 days cannot be corrected. If a cardholder fails to notify the card administrator of errors, then their card privileges may be revoked.

Auditing

The card administrator will perform routine audits to ensure that funds are being spent properly and that adequate transaction information is being kept to document how, where and for what purposes purchasing cards have been used.

The audit procedures include:

- Comparing cardholder supplied information on Transaction Logs to VISA purchasing card records,
- Asking cardholders to explain any discrepancies between cardholder and VISA purchasing card data,
- Reviewing cardholder receipts and log records to confirm that the goods and services acquired represent approved purchasing card expenditures obtained following proper procedures,
- Reviewing cardholder receipts to determine that only cardholder has signed for purchases.

Records

After payment, the card administrator reviews the monthly reconciliation packages and files them in alphabetical order by employee last name in the accounts payable files. If a transfer or adjustment of operating expenses is required, the card administrator will make the adjustment in the month the Transaction Log is received.

Budget Allocations

General ledger entries related to purchasing card use are posted monthly. The billing date for the purchasing card is the fifteenth (15^{th}) day of each month. Therefore, any purchases made from the sixteenth (16^{th}) day of the prior month through the fifteenth (15^{th}) day of the current month are posted to the ledger in the current month.

Example: May entries posted to general ledger accounts for purchasing card goods and services would include all transactions made from the sixteenth (16^{th}) day of April through the fifteenth (15^{th}) of May. Special procedures are followed for the period of June 16 – June 30 for fiscal year-end accruals.

Summary

Participating suppliers are typically paid by VISA within three days of each business transaction. The Village of Pinehurst expects its employee cardholders to exercise good judgment and act responsibly when using their Purchasing Cards. These cards are issued in the names of individual employees and all activity is assumed to have been incurred by employees named on the cards. Employees are expected to maintain accurate Transaction Logs and always to retain detailed card purchase receipts. All questions about the purchasing card program should be directed to the card or program administrator.

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

VILLAGE OF PINEHURST PURCHASING CARD PROGRAM
FREQUENTLY ASKED QUESTIONS

Q Who can use the Village of Pinehurst's Purchase Card?

A Department heads can request cards for any employee who routinely makes small-dollar purchases of goods or services for the Village of Pinehurst.

Q What type of purchases can I make with my purchasing card?

A You may purchase small-dollar, necessary expense items on the card. The card should not be used to purchase capital outlay items over $5,000.

Q Should I use my card for travel expenses?

A Yes. You may use the card for approved travel expenses that are within the daily and monthly limits of your card. However, travelers should not charge meals on their p-card when receiving a per diem.

Q Where can I use the Purchasing Card?

A You may use the card in making purchases from suppliers and merchants who accept VISA for payment and are engaged in business categories approved for purchasing card use as approved for each card.

Q Can I use my card for purchases made over the phone?

A Yes. You must request a receipt with the order.

Q Can I use my card immediately upon receipt?

A No. You must activate your card by calling Customer Service, using the four digit pin number provided by the bank.

Q Are there any limits on the use of the purchasing card?

A Yes. Individual transactions cannot exceed $5,000. No cardholder can purchase more than $5,000 in a given month. Department heads may impose lower limits on certain cardholders.

Q What happens if a vendor indicates that authorization to accept my purchasing card has been declined?

A A vendor could decline your purchasing card for several reasons, including the following: (1) You may have exceeded your daily or monthly limits on dollar value or number of transactions. (2) You may have tried to charge an item that costs more than the maximum set for any single item. (3) You may have attempted to use your purchasing card with a supplier or vendor who is prohibited from accepting the card because his business falls within a “blocked” merchant or MCC code. You can call the Bank Customer Service, at (888) 449-2273 to find out why any transaction has been rejected. If you feel it would be beneficial to use your purchasing card with a vendor that is currently excluded from the program, you may want to discuss the matter with your department head. Your department head also is the person to contact if you feel transaction limits should be altered to meet your normal monthly purchasing requirements.

Q Who pays my monthly bill?

A Neither employees nor their department heads make any monthly card payments directly. The program and card administrators pay a monthly, consolidated bill for all Village departments. The card administrator later allocates these costs to the appropriate departments by debiting the appropriate expenses accounts. Employees are responsible for keeping charge receipts or slips for all purchasing card transactions and maintaining a monthly Transaction Log.

Q How do I reconcile my purchases with my monthly statements?

A You must compare your charge slips or invoices with your monthly statement. You will use a blue envelope to send a Transaction Log attached to send the slips or invoices, copy of any dispute forms and the companion monthly statement to your department head for review. Your department head will forward the envelope to the card administrator.

Q What if there is a mistake on my statement?

A If you believe a mistake has been made, first try to resolve the issue directly with your supplier/vendor. Note that charge on the Transaction Log with comment of “fraud or disputed”. Be sure to make a note to watch for the credit to be issued on the next statement.

Q What if I lose a receipt?

A If you lose a receipt, try to obtain a copy from the vendor. If this is not possible, make a note on your statement and Transaction Log.

Q How do card purchases get into the accounting system?

A All purchases made on your card will be charged to the accounting code specified on your original application.

Q What if I want to charge to a different accounting code?

A Only one accounting code per card is possible. All purchases made with the card are automatically charged to the default account code, *unless* another account code is given as a substitute at the time the transaction is made or when a cardholder identifies a different account code for a specific transaction on the Transaction Log that is forwarded to the card administrator.

Q What if I lose my card?

A If your card is lost, stolen or misplaced, immediately notify the Bank Customer Service at (888) 449-2273. Customer service representative are available 24 hours a day, 365 days a year. You also should notify the Village of Pinehurst card administrator as early as possible on the first business day after you discover the loss.

Q Will my Village issued p-card affect my personal credit rating?

A This account is for business purchases only. It must not be used for personal charges. Therefore, the issuing bank does not report card activity to any credit bureau.

Q Whom do I call if I need additional assistance?

A Contact your Village purchasing card administrator at (910) 295-8648 or Bank Customer Service, which is available 24 hours a day, 7 days a week, at (888) 449-2273. Refer to the Contact Sheet for the person to call for questions that may arise while performing your purchasing card responsibilities.

RESOLUTION #20-22:

RESOLUTION AUTHORIZING THE VILLAGE OF PINEHURST, NORTH CAROLINA TO ENGAGE IN ELECTRONIC PAYMENTS AS DEFINED BY G.S. 159-28.

WHEREAS, it is the desire of the Village Council that the Village of Pinehurst is authorized to engage in electronic payments as defined by G.S. 159-28; and,

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Village Council, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409; and,

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Village Council, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 23rd day of June, 2020, as follows:

SECTION 1. Authorizes the Village of Pinehurst to engage in electronic payments as defined by G.S. 159-28.

SECTION 2. Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409.

SECTION 3. Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410.

SECTION 4. This resolution shall take effect immediately upon its passage.

THIS RESOLUTION passed and adopted this 23rd day of June, 2020.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John C. Strickland, Mayor

Attest: Approved as to Form:

______________________________ ______________________________
Beth Dunn, Village Clerk Michael J. Newman, Village Attorney

DRAFT

DISCUSS AND CONSIDER CHANGES TO THE POLICY ON THE ADMINISTRATION OF THE POSITION CLASSIFICATION AND PAY PLAN RECOMMENDATIONS.

ADDITIONAL AGENDA DETAILS:

FROM:
Angela Kantor

CC:
Jeff Sanborn

DATE OF MEMO:
6/12/2020

MEMO DETAILS:
The Human Resources Department contracted with The MAPS Group Inc. in FY 19-20 to perform a partial classification and pay study. The study included:

- Evaluating all regular full-time and part-time positions in the following departments: Buildings and Grounds, Fleet Maintenance, Harness Track and Public Services .
- Conducting a salary survey of comparable organizations in the public sector;
- Updating class specifications (position descriptions) for each position; and
- Making recommendations for position classification changes and policy changes.

The study began in February with employees in the selected departments completing position description questionnaires outlining current job responsibilities. Employees, supervisors, department directors and managers were interviewed to clarify responsibilities for each position.

The group conducted a salary survey to determine the competitiveness of our salary grades for each position. We selected areas to survey based on geography, job similarities, and direct competitors for recruiting. The following towns were surveyed: Aberdeen, Carrboro, Hope Mills, Laurinburg, Rockingham, Sanford, Southern Pines, as well as Moore County.

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

- Change title for the Grounds Specialist I to Parks Maintenance Specialist I. Change the title for Grounds Specialist II to Parks Maintenance Specialist II.

- Change the title for the Buildings and Grounds Crew Leader to Parks Maintenance Supervisor and move from pay grade 16 to pay grade 17.

- Change the title for Maintenance Technician to Facilities Maintenance Technician.

- Move the Buildings and Grounds Superintendent from pay grade 22 to pay grade 24.

- Change the title for the Human Resources Assistant to Human Resources Technician and move from pay grade 15 to pay grade 16. This also includes an increase from 30 hours per week to 40 hours per week, which was included in the budget.

- Move the Human Resources Generalist from pay grade 22 to pay grade 23.

- Change the title for Maintenance Worker to Streets and Grounds Maintenance Worker I and move from pay grade 10 to pay grade 11.

- Change the title for Maintenance Worker, CDL to Streets and Grounds Maintenance Worker II and move from pay grade 11 to pay grade 12.

- Change the title for the Assistant Grounds Crew Leader to Grounds Maintenance Crew Leader and move from pay grade 14 to pay grade 15.

- Change the title for the Assistant Infrastructure Crew Leader to Street Maintenance Crew Leader and move from pay grade 14 to pay grade 15.

- Change the title for the Grounds Maintenance Crew Leader to Grounds Maintenance Supervisor and move from pay grade 16 to pay grade 17.

- Change the title for the Street Maintenance Crew Leader to Street Maintenance Supervisor and move from pay grade 17 to pay grade 18.

- Add a Transportation Planner to pay grade 24. This was included in the budget.

- Add a Recreation Superintendent to pay grade 22. This was included in the budget as growth opportunity for current staff. This is not additional headcount.

The following are changes in the Fire Department's Career Progression Policy.
These recommendations are not additions to headcount.

- Add the title Firefighter (non-EMT) to pay grade 15 for the reserve Firefighter positions.

- Change the title for Firefighter to Firefighter EMT (2nd Class, 1st Class). This provides horizontal movement within the pay grade.

- Add the title Fire Engineer to pay grade 18. This provides horizontal movement within the Senior Firefighter pay grade.

- Change the title for Master Firefighter to Fire Lieutenant.

We not only review positions and pay grades during this process, but we also review the policy outlining the administration of our pay plan. There were two minor changes in the policy to clarify current practice. (1)Promoted employees are eligible merit increases pro-rated from the promotion date. (2) Positions are reviewed during the budget process and during the performance evaluation process.

We recommend increasing the pay grades by 1.8% based on the average Consumer Price Index (CPI) for calendar year 2019, as outlined in the policy.

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

I have attached the Resolution that will amend the Policy on the Administration of the Position Classification and Pay Plan based on the recommendations above. I have also attached the policy and the FY 2020-2021 Position Classification and Pay Plan table for your approval. Thank you for your consideration.

ATTACHMENTS:

	Description
🗋	Resolution #20-23 Amending the Policy on Administration of the Position Classification and Pay Plan
🗋	Attachment A-Policy on Administration of the Position Classification and Pay Plan
🗋	Attachment B-Position Classification and Pay Plan

RESOLUTION #20-23:

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

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

WHEREAS, the Village Council of Pinehurst, North Carolina, amended the Policy on Administration of the Position Classification and Pay Plan on September 10, 2019; and

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

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 23rd day of June, 2020 as follows:

SECTION 1. That the Policy on the Administration of the Position Classification and Pay Plan is hereby amended effective July 1, 2020; said policy attached hereto as Attachment A and made a part hereof; the same as if included verbatim.

SECTION 2. That the pay ranges in the Position Classification and Pay Plan for the Village of Pinehurst are hereby amended by 1.8 percent; said Pay Plan attached hereto as part of Attachment A and made a part hereof; the same as if included verbatim.

THIS RESOLUTION passed and adopted this 23rd day of June, 2020.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John C. Strickland, Mayor

Attest:

____
Beth Dunn, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

DRAFT

ATTACHMENT A

	VILLAGE OF PINEHURST **STANDARD POLICY**		
SUBJECT:	**Policy on Administration of the Position Classification and Pay Plan**	Effective Date:	11/17/2009
Department:	Human Resources	Policy No.:	HR-416
Prepared by:	Human Resources	Revised: ~~9~~6/~~10~~23/~~2019~~2020	
Approved by:	Jeffrey Sanborn and Village Council	# of Pages:	5

PURPOSE OF THE POSITION CLASSIFICATION AND PAY PLAN:

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

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

GENERAL PROVISIONS OF THE PLAN:

Administration and Maintenance

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

The Plan is intended to provide equitable compensation for all employees, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the impacts of inflation, the financial condition~~s~~ of the Village, and other factors. The Human Resources Director will be responsible for making comparative studies of all factors affecting the level of salary ranges and for recommending changes to the Village Manager. The Human Resources Director will also conduct a competitive and comparative salary study for each position at least every three years. Any changes increasing or decreasing the assigned salary grade for a position, must be approved by Village Council. Any changes modifying the salary ranges in the Plan must also be approved by Village Council.

Starting Salaries

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

Merit Pay

Merit increases will be based on employee performance from July 1st through June 30th and will be effective October 1st for all eligible employees. Merit increases will range from zero to three percent, with three percent being reserved for truly extraordinary performance. Employees will receive a performance review, with no salary adjustment, after six months in a new position and then annually thereafter immediately following the end of the fiscal year. Employees hired between July and December are eligible for a performance-based, prorated merit increase the following October. Employees hired between January 1st and June 30th will be eligible for a pro-rated merit increase, based on the budgeted merit percentage, in the year hired. Upward movement within the established salary range for an employee is not automatic, but rather based upon specific performance-related reasons and other factors. All performance reviews are based on an employee's demonstration of the Village's core values and the behavioral and technical competencies listed in their position description as well as the completion of goals. Employees in supervisory roles are also evaluated on leadership attributes. Guidelines for determining performance levels and performance pay increases or other performance-related movement within the pay grade may be established in procedures approved by the Village Manager. The merit increase range is subject to change during the Strategic Operating Plan process, which begins in February and ends in June each year.

Lump Sum Payment

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

Cost of Living Adjustments (COLA)

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

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

Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions – When an employee is promoted, the employee's salary may be increased. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. The amount of the pay increase depends on performance, degree of increased responsibility, time since the last salary adjustment, budget and other factors. Promoted employees are still eligible for a performance-based merit increase the following October; however, the merit increase will be prorated from the promotion date.

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

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

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

Transition to a New Salary Grade

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

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

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

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

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

Effective Date of Salary Changes

Salary changes approved after the first working day of a pay period shall become effective at the beginning of that pay period or at such specific date as may be established pursuant to procedures approved by the Village Manager. Salary adjustments recommended as a result of the annual salary study are effective July 1^{st} once approved by council.

Payroll Deduction

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

Composition of the Plan

The Plan should consist of:

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

Use of the Plan

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

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

Authorization of the Plan

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

Request for Reclassification

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

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

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

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

Approved by:

_______________________________________ ~~9~~6/~~10~~23/~~2019~~2020
John C. Strickland, Village Mayor Date

______#20-23______________________________ ~~9~~6/~~10~~23/~~2019~~2020
Village Council, Resolution Date

ATTACHMENT B

Village of Pinehurst
Position Classification and Pay Plan
FY 2020-2021

FLSA	GRADE	POSITION	MINIMUM	MIDPOINT	MAXIMUM
	9		25,000	31,250	37,500
	10		26,250	32,813	39,375
	11	Streets & Grounds Maintenance Worker I	27,563	34,453	41,344
	12	Streets & Grounds Maintenance Worker II	28,941	36,176	43,411
	13	Parks Maintenance Specialist I Solid Waste Equipment Operator Track Specialist Welcome Center Coordinator	30,388	37,984	45,581
	14	Customer Service Representative Parks Maintenance Specialist II Telecommunications Specialist I Track Crew Leader	31,907	39,884	47,861
	15	Administrative Assistant Grounds Maintenance Crew Leader Events Assistant Firefighter (Non-EMT, Reserve) Street Maintenance Crew Leader Telecommunications Specialist II	33,502	41,878	50,254
	16	Administrative Specialist Assistant Solid Waste Superintendent Firefighter EMT (2nd Class, 1st Class) Fleet Service Technician I Facilities Maintenance Technician Human Resources Technician	35,178	43,972	52,766
	17	Financial Services Technician Fleet Service Techinician II Grounds Maintenance Supervisor Parks Maintenance Supervisor	36,936	46,171	55,405
	18	Administrative Coordinator Fair Barn Coordinator Fire and Life Safety Educator IT Technician Planning and Zoning Specialist Police Officer Senior Firefighter (Fire Engineer) Street Maintenance Supervisor	38,783	48,479	58,175
E	19	Fire Lieutenant Senior Police Officer Track Superintendent	40,722	50,903	61,084
	20	Athletic Coordinator Code Compliance Specialist Master Police Officer Police Investigator Program Coordinator Special Events Coordinator	42,758	53,448	64,138
	21	Engineering Technician	44,896	56,121	67,345

E=Exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)
5%=Spread between grades
50%=Spread within the grade
1.8%=Grade adjustment from previous year

ATTACHMENT B

Village of Pinehurst
Position Classification and Pay Plan
FY 2020-2021

FLSA	GRADE	POSITION	MINIMUM	MIDPOINT	MAXIMUM
	22	Building Inspector-Level I	47,141	58,927	70,712
E		Communications Specialist			
		Fire Captain (Senior Fire Captain)			
E		Planner			
		Police Sergeant			
E		Recreation Superintendent			
	23	Building Inspector- Level II	49,498	61,873	74,247
E		Human Resources Generalist			
		Information Technology Systems Specialist			
E		Solid Waste Superintendent			
	24	Battalion Chief	51,973	64,967	77,960
		Building Inspector-Level III			
		Detective Lieutenant			
E		Buildings and Grounds Superintendent			
		Police Lieutenant			
E		Senior Planner			
E		Transportation Planner			
		Village Clerk			
E	25	Assistant Financial Services Director	54,572	68,215	81,858
E		Assistant Public Services Director			
E		GIS Analyst			
E		IT Business Analyst			
E		Network Administrator			
E		Principal Planner			
	26	Building Code Official	57,300	71,626	85,951
E		Deputy Fire Chief			
E		Police Captain			
E	27	Fleet Maintenance Director	60,165	75,207	90,248
E	28	Deputy Police Chief	63,174	78,967	94,761
	29		66,332	82,916	99,499
E	30	Organizational Performance Director	69,649	87,062	104,474
E	31	Fire Chief	73,132	91,414	109,697
E		Human Resources Director			
E		Parks and Recreation Director			
E		Planning and Inspections Director			
E	32	Chief Information Officer	76,788	95,985	115,182
E		Public Services and Engineering Director			
E		Financial Services Director			
E		Police Chief			
	33		80,627	100,784	120,941
E	34	Assistant Village Manager for Administration	84,659	105,823	126,988
E		Assistant Village Manager for Operations			

E=Exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)
5%=Spread between grades
50%=Spread within the grade
1.8%=Grade adjustment from previous year

DISCUSS AND CONSIDER A RESOLUTION AUTHORIZING THE LEASE OF VILLAGE PROPERTY.

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

CC:
Jeff Sanborn

DATE OF MEMO:
6/15/2020

MEMO DETAILS:
This item is to consider a 10 year lease of Barn #1 at the Pinehurst Harness Track to Pinehurst, LLC to be used for golf course maintenance operations (lease attached includes area map).

In exchange the Village of Pinehurst would received approximately 2.3 acres adjacent to Bretton Woods (see attachment titled "Property Location Map") with a tax value of $95,100. This acreage is adjacent to approximately 6 acres already owned by the Village creating a large open space under the direct control of the Village.

This combined property could house a passive public park at some point in the future. Should Council concur with leasing the barn in exchange for the property, a motion adopting the attached resolution will be necessary.

Thanks.

ATTACHMENTS:

	Description
🗋	Lease Agreement
🗋	Property Map
🗋	Resolution 20-24

STATE OF NORTH CAROLINA

COUNTY OF MOORE

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of this ______ day of _______________, 2020, between the Village of Pinehurst, a Body Corporate and Politic in Moore County, North Carolina (hereinafter referred to as "Landlord") and " Pinehurst, LLC" (hereinafter referred to as "Tenant");

W I T N E S S E T H

That, subject to the terms and conditions hereinafter set forth, the Landlord does hereby demise and let and the Tenant does hereby rent and hire from the Landlord, Barn 1more particularly described in **Exhibit "A"** attached hereto and herein incorporated by reference (hereinafter referred to as the "Premises").

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

1. TERM. The initial term of this Lease shall be for a period of ten (10) years, commencing on July 1st, 2020 and ending on June 30th, 2030 at midnight; subject, however, to the commencement date adjustment set forth in Section 2 below. Should either party have reason to terminate the lease agreement prior to the terms contained herein, a minimum of sixty (60) day's written notice should be provided to the other party of their intention to terminate early.

2. RENTAL.

(a). Basic Rent The Tenant covenants and agrees to pay the Landlord during the initial term of this lease a one-time donation of property described as the "Pool and Tennis" Parcel ID # 00025811, all as more particularly described in **Exhibit "B"** attached hereto and herein incorporated by reference (less and except that portion of the "Pool and Tennis" previously conveyed to Landlord pursuant to Section 30 below) in exchange for the lease of the Premises. Notwithstanding the dates set forth in Section 1 above, the commencement date of this Lease shall be the date the Landlord provides Tenant access to the Premises which shall also be the date the Tenant donates of the Pool and Tennis area to Landlord all as evidenced by the recordation of the Tenant's conveyance deed for the Pool and Tennis area to Landlord. The ten (10) year term of this Lease shall run from such commencement date. If for any reason the Landlord is unable to provide access to the Premises by September 1, 2020, this Lease, at the option of the Tenant, shall terminate and the Tenant shall be relieved from the obligation to convey the Pool and Tennis area to the Landlord and neither party shall have any rights or obligations under this Lease thereafter.

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

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

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

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

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

7. **FIXTURES.** The Tenant may, during the term of this Lease, remove from the Premises all trade fixtures which the Tenant may have installed at its own expense in the said Premises, or otherwise acquires, provided that Tenant is not in default under any of the terms and conditions of this Lease and provided further that the same can be removed without injury to the Premises. Tenant shall repair any damages to the Premises caused by the removal of such trade fixtures.

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

9. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** In the event of damage to the Premises by fire or other casualty or act of God, the Tenant shall give immediate notice thereof to Landlord who shall, except as provided below, have the damage to the Premises repaired with reasonable speed at the Landlord's expense, due allowance being made for reasonable delay which may arise by reason of adjustment of losses under insurance policies on the part of the Landlord and/or Tenant or any other cause beyond the Landlord's control, and to the extent that the Premises are rendered untenable and damages are so extensive that Landlord elects not to repair damages, Landlord shall make Barn 2 available for the balance of the term within a reasonable timeframe recognizing that Barn 2 may be actively housing horses that would need time to be relocated provided such space is readily available. Likewise if any action by NC DOT or Landlord renders Barn 1 unusable then Barn 2 will serve as Tenant's Premises for the balance of the term.

10. **INDEMNIFICATION AND LIABILITY INSURANCE.** The Landlord shall not be liable for any damage to property or person by reason of the Tenant's use or occupancy of the Premises, and the Tenant agrees to save the Landlord harmless from and against all claims, suits, actions, and the cost and expense thereof, including attorney's fees, arising out of any property damage or personal injury whatsoever occurring in or on the Premises. The Tenant shall be responsible for the cost to repair any damages to the exterior of the exterior of Barn 1 (other than normal wear and tear) caused by Tenant or by Tenant's employees, invitees or guests. Tenant further specifically agrees that it will procure and keep in force at its expense commercial liability, casualty and property damage insurance in an amount of not less than $1,000,000 per occurrence. Tenant will cause a certification of insurance to be furnished to Landlord evidencing such coverage and said policy shall provide that said insurance may not be canceled without written notice to Landlord at least thirty (30) days prior to cancellation.

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

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

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

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

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

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

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

18. HOLDING OVER. In the event Tenant remains in possession after the expiration date of this Lease without the execution of a new Lease, the Tenant shall not acquire any right, title or interest in or to the Premises, and in such event, the Tenant shall occupy the Premises as a tenant month - to - month at an effective rental rate of $1,200 a month, but both Landlord and Tenant shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable.

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

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

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

Then and in such event it shall be lawful for the Landlord, at its option, to declare the said term ended and to enter into the Premises or any part thereof, with process of law, and expel the said Tenant, or any person or persons occupying the Premises, using such force as may be necessary to do so and so to repossess and enjoy the Premises as in Landlord's former estate all without prejudice to any other legal remedy Landlord may have on account of such default. Should the said term at any time be ended by the election of the Landlord, under the terms and conditions hereof, or in any other manner, the Tenant covenants and agrees to surrender and deliver up the said Premises and property peaceably to the Landlord immediately upon the termination of the said term. In the event Landlord determines Tenant is in Default of this agreement, written notice will be provided giving Tenant thirty (30) days to vacate the facility.

21. RIGHT OF ENTRY. Landlord's representative shall have the right to enter the Premises after due notice to Tenant during normal hours of Tenant's operations to examine same and make such alterations and repairs as may be desired.

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

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

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

AS TO THE TENANT: P.O. Box 4000
Pinehurst, NC 28374

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

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

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

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

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

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

29. **CONSENTS, APPROVAL.** Whenever the “consent” or the “approval” of either party hereto shall be required, the party required to grant such “consent” or “approval” shall not unreasonably withhold, condition or delay or its consent or approval.

30. **PRIOR PROPERTY EXCHANGE**. Landlord and Tenant previously entered into a separate and distinct transaction pursuant to which Tenant conveyed title to the property described as “Reserved Area” Parcel ID # 10002355 and a portion of the property described as “Pool and Tennis” “Parcel ID # 0002581 both located on Diamondhead Dr. South to Landlord and Landlord formerly abandoned Denichilo Court as a public road thereby transferring title to Denichilo Court to Tenant as the only owner of the property adjoining Denichilo Court. Conveyance of the Reserved Area to the Landlord provided Landlord access from Diamondhead Drive South to the Pool and Tennis area referenced in Section 2 above.

(The remainder of this page has intentionally been left blank; signature page follows)

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

LANDLORD:

__________________________________ Date:______________________________
Village of Pinehurst

TENANT:

__________________________________ Date:______________________________
Pinehurst, LLC

EXHIBIT "A"
(Description of Premises)

That certain Barn located adjacent to and south of the Pinehurst, LLC Golf Course Maintenance area, east of the right-of-way of the Aberdeen and Western Railroad and north of the Pinehurst Harness Tract, being identified as Barn #1 200 Beulah South Unit #1 and being outlined in red on the aerial photograph attached hereto as Exhibit A-1 and herein incorporated by reference.

TOGETHER WITH a non-exclusive easement for ingress, egress and regress from Barn #1 to Morganton Road and to NC Highway #5 over existing roads within the Village of Pinehurst's Harness Tract property.

EXHIBIT A-1
Transaction #2 – Barn 1 Ten Year Lease
(Aerial Photograph)

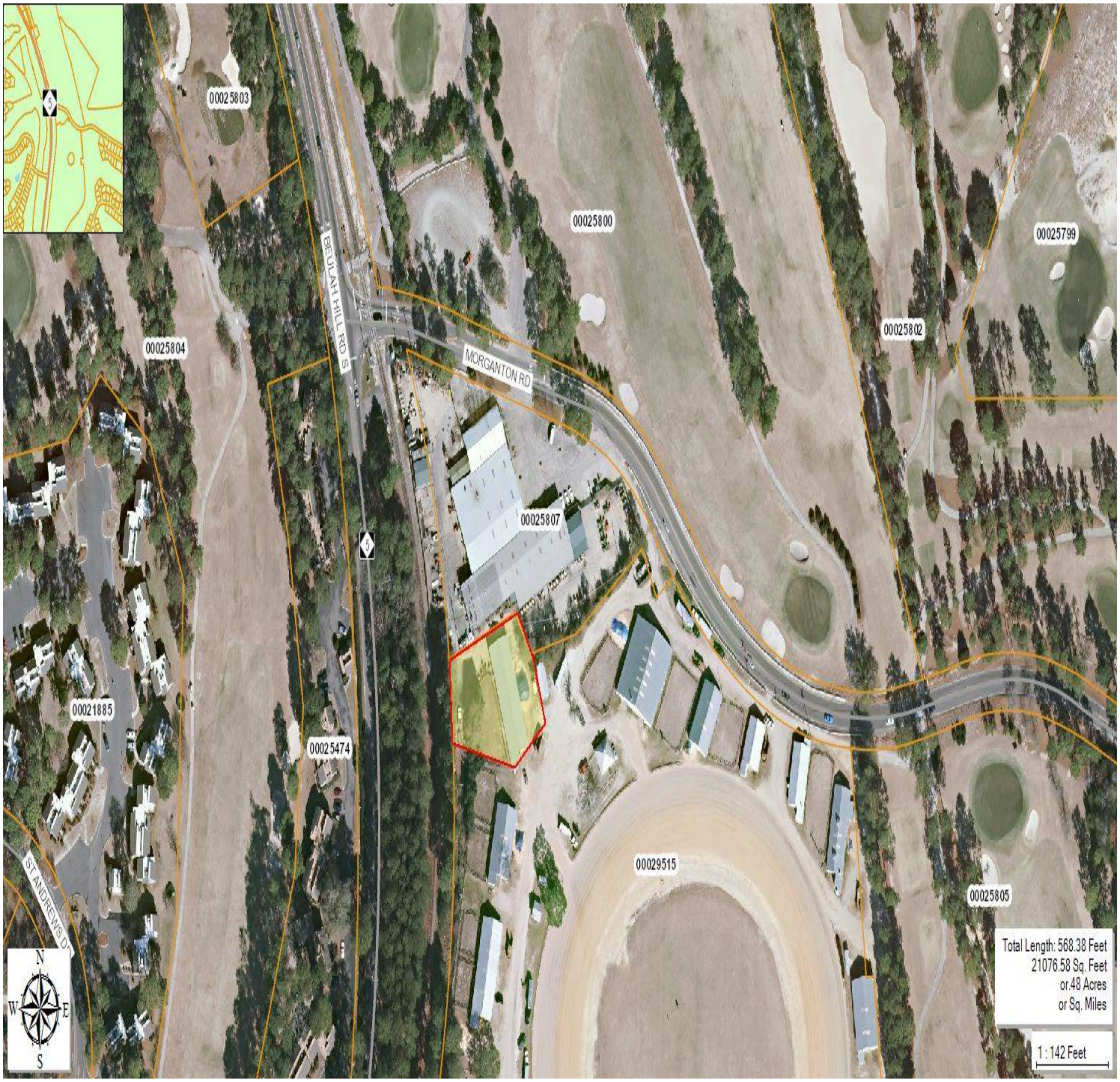

EXHIBIT “B”
(Pool and Tennis area description”)

RESORTS OF PINEHURST 2.60 ACRE LOT
(PID 00025811)

BEING LOCATED ON A PORTION OF THE RESORTS OF PINEHURST TRACT DESCRIBED IN DEED BOOK 523 PAGE 514 IN THE MOORE COUNTY REGISTRY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT .5” EXISTING IRON ROD IN THE CENTERLINE OF CABOT CIRCLE, SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE PINEHURST ACQUISITION CORP LOT DESCRIBED IN DEED BOOK 720 PAGE 432 IN THE MOORE COUNTY REGISTRY, SAID IRON ROD ALSO BEING A CORNER IN THE NORTHERN LINE OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT (PID 00015344) DESCRIBED IN DEED BOOK 843 PAGE 170 IN THE MOORE COUNTY REGISTRY; THENCE WITH THE NORTHERN LINE OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT (PID 00015344) S 43°16'56" E A DISTANCE OF 75.79' TO A POINT IN CABOT CIRCLE, SAID POINT BEING THE NORTHERNMOST CORNER OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT (PID 00015345) DESCRIBED IN DEED BOOK 843 PAGE 170; THENCE WITH THE NORTHEAST LINE OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT (PID 00015345) S 43°16'56" E A DISTANCE OF 172.37' TO A POINT IN CABOT CIRCLE , SAID POINT BEING THE NORTHWEST CORNER OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT (PID 00022735) DESCRIBED IN DEED BOOK 843 PAGE 170 IN THE MOORE COUNTY REGISTRY; THENCE WITH THE NORTHERN LINE OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT THE FOLLOWING CALLS S 43°16'56" E A DISTANCE OF 23.77' TO A POINT IN CABOT CIRCLE; THENCE S 82°34'01" E A DISTANCE OF 86.39' TO A POINT IN CABOT CIRCLE, SAID POINT BEING THE NORTHWEST CORNER OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT (PID 00991899) DESCRIBED IN DEED BOOK 1419 PAGE 151 IN THE MOORE COUNTY REGISTRY; THENCE WITH THE NORTHERN LINE OF THE BRETTON WOODS ASSOCIATION LOT N 55°56'17" E A DISTANCE OF 103.90' TO A POINT IN CABOT CIRCLE, SAID POINT BEING THE NORTHWEST CORNER OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT (PID 00992440) DESCRIBED IN DEED BOOK 843 PAGE 170 IN THE MOORE COUNTY REGISTRY; THENCE WITH THE NORTHERN LINE OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT N 55°56'17" E A DISTANCE OF 165.50' TO AN EXISTING PK NAIL IN CABOT CIRCLE, SAID PK NAIL BEING THE NORTHWEST CORNER OF THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT (PID 00991886) DESCRIBED IN DEED BOOK 843 PAGE 170 IN THE MOORE COUNTY REGISTRY; THENCE WITH THE BRETTON WOODS TOWNHOMES ASSOCIATION LOT WESTERN LINE N 15°37'01" E A DISTANCE OF 49.65' TO .25” EXISTING IRON ROD IN CABOT CIRCLE, SAID IRON ROD BEING THE SOUTHWEST CORNER OF THE VILLAGE OF PINEHURST TRACT (PID 00015340) DESCRIBED IN DEED BOOK 4848 PAGE 538 IN THE MOORE COUNTY REGISTRY; THENCE WITH THE VILLAGE OF PINEHURST SOUTHERN LINE THE FOLLOWING CALLS N 15°34'18" E A DISTANCE OF 32.69' TO A POINT IN CABOT CIRCLE; THENCE N 29°47'44" W A DISTANCE OF 89.71' TO A POINT IN CABOT CIRCLE; THENCE N 76°36'19" W A DISTANCE OF 89.94' TO A POINT IN CABOT CIRCLE; THENCE S 82°00'01" W A DISTANCE OF 26.93' TO A POINT AT THE INTERSECTION OF CABOT CIRCLE AND COLONIAL PINES CIRCLE, SAID POINT BEING THE SOUTHEAST CORNER OF THE COLONIAL PINES HOMEOWNERS ASSOCIATION LOT (PID 00016556) DESCRIBED IN DEED BOOK 431 PAGE 734 IN THE MOORE COUNTY REGISTRY; THENCE WITH THE SOUTHERN LINE OF THE COLONIAL PINES ASSOCIATION S 82°00'01" W A DISTANCE OF 147.56' TO A POINT IN COLONIAL PINES CIRCLE; THENCE N 84°36'05" W A DISTANCE OF 104.57' TO A POINT IN COLONIAL PINES CIRCLE, SAID POINT BEING THE NORTHEAST CORNER OF THE ABOVE REFERENCED PINEHURST ACQUISITION CORP LOT; THENCE WITH THE EASTERN LINE OF THE PINEHURST ACQUISITION CORP LOT S 45°50'27" W A DISTANCE OF 151.16' TO THE POINT OF BEGINNING, HAVING AN AREA OF 2.60 ACRES.

EXHIBIT "B"
(Pool and Tennis area description")
(continued)

TOGETHER WITH ALL THE GRANTOR'S RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN ACCESS EASEMENT RESERVED BY THE GRANTOR IN THAT CERTAIN LIMITED WARRANTY DEED FOR THE GRANTOR TO THE GRANTEE DATED NOVEMBER 6, 2019 AND RECORDED IN BOOK 5223, PAGE 227 OF THE MOORE COUNTY PUBLIC REGISTRY.

THERE IS EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY THAT CERTAIN .29 ACRES AS DESCRIBED IN DEED RECORDED IN DEED BOOK 5223, PAGE 227, MOORE COUNTY REGISTRY PREVIOUSLY CONVEYED TO THE GRANTEE.

Transaction #2

RESOLUTION #20-24:

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

WHEREAS, the Village of Pinehurst owns property at 200 Beulah Hill Road South, Pinehurst, NC 28374 (Pinehurst Harness Track); and

WHEREAS, the Tenant, Pinehurst, LLC, has requested to lease Barn No. 1; and

WHEREAS, the Village of Pinehurst and the Tenant, Pinehurst, LLC, have agreed to a 10 year lease, beginning on July 1, 2020 and expiring June 30, 2029, for the exchange of 2.30 acres, identified as Parcel ID 00036922 with a tax value of $95,100; and

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

NOW, THEREFORE, **BE IT RESOLVED**, that the Village Council of the Village of Pinehurst, North Carolina in a regular meeting on the 23rd day of June, 2020, as follows:

SECTION 1. That the Village Council hereby approves lease of the Village property described above to Pinehurst, LLC and directs the Mayor and required Village official(s) to execute any instruments necessary for the lease.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John C. Strickland, Mayor

Attest:

____
Beth Dunn, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

DRAFT

DISCUSS AND CONSIDER SOLID WASTE CONTRACT FOR LOFTON GARBAGE SERVICES FOR FY 2021.

ADDITIONAL AGENDA DETAILS:

FROM:
Mike Apke

CC:
Jeff Sanborn & Jeff Batton

DATE OF MEMO:
6/18/2020

MEMO DETAILS:
This item is to consider renewing a contract for solid waste collection services within CCNC for FY 2021. Lofton Garbage Services is one (1) of two (2) current providers of service within CCNC; however, the estimated value of the second provider's contract (Becky's Rubbish) is well under the Village Manager's threshold for execution.

The proposed Lofton Garbage Services contract renewal is for 12 months beginning on July 1, 2020 and extending through June 30, 2021. It includes a CPI adjusted rate increase for FY 2021. The value of Lofton's contract is estimated to be between $110,000 and $115,000, with the actual amount being based on the total number of residences served during the contract period. As a comparison, the value of the Becky's Rubbish contract is estimated at approximately $14,500.

We have reached out to the solid waste representative for the CCNC HOA, who expressed that the community is very satisfied with both Lofton Garbage Service and Becky's Rubbish, and expressed no concerns with renewing both contracts for FY 2021.

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

ATTACHMENTS:

	Description
🗋	Lofton Contract for FY2021

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. 2020** 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, 2020** through **June 30, 2021**, unless sooner terminated as hereinafter provided or for good cause.
2. The Village covenants and agrees with the Contractor that the Contractor will collect household trash, recycling, and yard debris, each one time per week, from residential properties, at a location adjacent to the house, in the Country Club of North Carolina. If the frequency of collection is altered by the Village during the term of the contract, whether increased or decreased, the contract may be re-negotiated by the parties.
3. The Village covenants and agrees with the Contractor that the Village will pay to the Contractor for the collections listed in #2 above, which may be amended during the year as new homes are constructed, added or deleted.

Residences listed as "Full" or "Rental" = $23.96 per month for collection of household trash, recycling, and yard debris.

Residences listed as "Partial" = $17.88 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, 2020, October 1, 2020, January 1, 2021, and April 1, 2021, based on the price of fuel at the Speedway Station located on Highway #5 and paid in accordance with the chart below.

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

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

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

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

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

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

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

VILLAGE OF PINEHURST

(Corporate Seal)

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

Attest:

____
Beth Dunn, Village Clerk

____
Jockquinn Lofton, Contractor

Federal ID# _______________
Social Security # __________

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

____
Brooke Hunter, Director of Financial Services
Village of Pinehurst

DISCUSS AND CONSIDER ORDINANCE 20-06 ACCEPTING ROADS IN WALKER STATION.

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

CC:
Jeff Sanborn

DATE OF MEMO:
6/1/2020

MEMO DETAILS:
The Walker Station development is approaching total build-out and they are now ready to dedicate the roads and sidewalks to the Village of Pinehurst. Dedication of the roads at the appropriate point was the intent at time of development approval.

Our Engineering Standards Manual specifies that dedicated roads within new developments should not occur until at least 75% of the platted lots are developed. Walker Station has exceeded that threshold. Village staff have inspected the infrastructure, required a few repairs which have occurred and determined the roads and sidewalks are in acceptable condition for acceptance.

Attached is the plat of the roads and sidewalks to be dedicated to the Village. Please note there are some sidewalk easements in favor of the Village of Pinehurst that would be included with the dedication. These are areas where the sidewalk veers out of the public right-of-way to be dedicated. Should Council wish to accept the roads at this time, the attached ordinance would need to be approved.

Thanks.

ATTACHMENTS:

	Description
🗋	Ordinance 20-06
🗋	Exhibit A - Easement Plan

ORDINANCE #20-06:

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

WHEREAS, Walker Station, LLC is desirous of dedicating said streets, right-of-ways, and sidewalks to the Village of Pinehurst, a municipal corporation of the State of North Carolina, hereinafter referred to as "Village"; and

WHEREAS, Walker Station, LLC has completed construction of Station Avenue, Manning Square, and sidewalks within the right-of-way as shown on the attached map, “Exhibit A”, in accordance with the requirements of the Village; and

WHEREAS, Walker Station, LLC is desirous of granting an access/pedestrian easement as shown on “Exhibit A”; and

WHEREAS, the Village Council of the Village of Pinehurst has agreed to officially accept the proposed dedication of these streets, right-of-ways, and sidewalks upon completion; and

WHEREAS, the streets, right-of-ways, sidewalks, and access/pedestrian easement identified on “Exhibit A” will be open to the public and shall be maintained by the Village.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled this 23rd day of June, 2020, as follows:

SECTION 1. That, pursuant to N.C.G.S. Chapter 160A, Article 15, the streets, sidewalks, rights- of-way, and access/pedestrian easement offered for dedication and shown on the attached “Exhibit A”, copies of which are attached hereto and made a part hereof, is

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hereby accepted as a public street and right-of-ways of the Village of Pinehurst, North Carolina.

SECTION 4. That Schedule IX of Section 7, SPEED LIMITS of the Pinehurst Municipal Code, shall be applicable and the speed limit is established as 25 mph unless otherwise posted.

SECTION 5. That the Pinehurst Police Chief and the Public Services Director are hereby directed and empowered to erect the necessary street name and traffic signs on the above stated roads.

SECTION 6. That this Ordinance shall be and the same is hereby effective from and after the date of its adoption.

THIS ORDINANCE is passed and adopted this 23rd day of June, 2020.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
John C. Strickland, Mayor

Attest: Approved as to Form:

______________________________ ______________________________
Beth Dunn, Village Clerk Michael J. Newman, Village Attorney

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"EXHIBIT A"

LEGEND
- (4) = LOT NUMBER
- = STREET NUMBER
- [40] = PROPERTY IDENTIFICATION NUMBER R.O.W
- R.O.W. = RIGHT OF WAY
- = EXISTING REBAR OR IRON PIPE
- = EXISTING MONUMENT
- = REBAR TO BE SET
- = MONUMENT TO BE SET
- C.O.S = COMMON OPEN SPACE
- DB = DEED BOOK
- PG = PAGE
- H.O.A. = HOME OWNERS ASSOCIATION
- P.D.E. = PERMANENT DRAINAGE EASEMENT
- = DENOTES SAME OWNERSHIP
- C.P.# = CONTROL POINT NUMBER
- S.W.E. = SIDEWALK EASEMENT
- = PROPERTY LINE
- = EASEMENT LINE
- = FUTURE LOT LINE
- = SETBACK LINE
- = 5' PRIVATE MAINTENANCE EASEMENT IN FAVOR OF THE WALKER STATION H.O.A.
- = 5' PRIVATE MAINTENANCE EASEMENT IN FAVOR OF THE WALKER STATION H.O.A.

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEAR.
C1	90°0'14"	31.42	20.00	20.00	28.29	S 35°17'16" E
C2	90°0'0"	31.42	20.00	20.00	28.28	S 54°42'51" W
C3	90°0'0"	31.42	20.00	20.00	28.28	N 35°17'9" W
C4	89°59'46"	31.41	20.00	20.00	28.28	N 54°42'44" E
C5	90°0'14"	31.42	20.00	20.00	28.29	S 35°17'16" E
C6	20°31'56"	28.67	80.00	14.49	28.52	N 70°1'24" W
C7	21°21'53"	29.83	80.00	15.09	29.66	N 28°30'32" W
C8	27°32'13"	38.45	80.00	19.60	38.08	N 4°3'29" W
C9	90°0'0"	23.56	15.00	15.00	21.21	N 54°42'38" E
C10	22°1'28"	30.75	80.00	15.57	30.56	N 88°41'54" E
C11	22°58'32"	32.08	80.00	16.26	31.87	N 66°11'54" E
C12	30°2'38"	41.95	80.00	21.47	41.47	N 30°55'31" E
C13	6°11'35"	8.65	80.00	4.33	8.64	N 12°48'25" E
C14	90°0'0"	31.42	20.00	20.00	28.28	S 35°17'22" E
C15	90°0'0"	31.42	20.00	20.00	28.28	S 54°42'38" W
C16	14°43'48"	20.57	80.00	10.34	20.51	S 2°20'43" W
C17	26°35'38"	37.13	80.00	18.91	36.80	S 18°19'0" E
C18	29°42'30"	41.48	80.00	21.22	41.02	S 58°18'27" E
C19	7°7'40"	9.95	80.00	4.98	9.95	S 76°43'32" E
C20	89°53'52"	31.38	20.00	19.96	28.26	N 35°14'5" W
C21	90°5'39"	31.45	20.00	20.03	28.31	S 54°45'40" W
C22	90°0'0"	31.42	20.00	20.00	28.28	S 54°42'38" W
C23	90°0'0"	31.42	20.00	20.00	28.28	N 35°17'22" W

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEAR.
C24	90°0'0"	31.42	20.00	20.00	28.28	N 54°42'38" E
C25	90°0'0"	31.42	20.00	20.00	28.28	S 35°17'22" E
C26	90°0'0"	31.42	20.00	20.00	28.28	S 54°42'38" W
C27	90°0'0"	31.42	20.00	20.00	28.28	S 35°17'22" E
C28	90°0'0"	125.66	80.00	80.00	113.14	N 35°17'22" W
C29	90°0'0"	125.66	80.00	80.00	113.14	N 54°42'38" E
C30	90°0'0"	125.66	80.00	80.00	113.14	S 35°17'22" E
C31	8°45'47"	12.24	80.00	6.13	12.22	N 50°19'44" E
C32	14°22'21"	20.07	80.00	10.09	20.02	N 52°34'15" W
C33	6°11'36"	8.65	80.00	4.33	8.64	N 42°17'16" W
C34	11°50'23"	16.53	80.00	8.30	16.50	S 37°32'1" E
C35	60°18'27"	21.05	20.00	11.62	20.09	N 50°8'9" W
C36	29°41'33"	10.36	20.00	5.30	10.25	N 5°8'9" W

I, ______________________, REVIEW OFFICER OF MOORE COUNTY, NORTH CAROLINA, CERTIFY THAT THE MAP OR PLAT WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

NOTE: THIS PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA
REFERENCE: FLOOD PANEL # 8572
DATE: OCTOBER 17, 2006

I HEREBY CERTIFY THAT THIS PLAT IS EXEMPT FROM THE DEVELOPMENT ORDINANCE UNDER THE DEFINITIONS OF SUBDIVISION CONTAINED IN N.C.G.S. 160A-376 AND SECTION 10 OF THE VILLAGE OF PINEHURST DEVELOPMENT ORDINANCE.

VILLAGE MANAGER

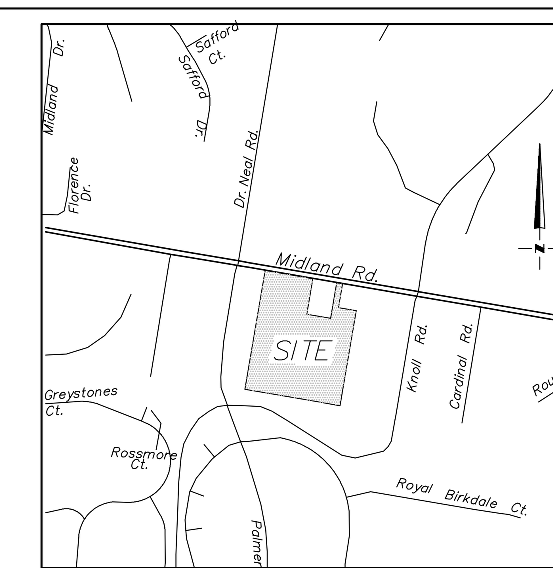
PROFESSIONAL LAND SURVEYOR

JURISDICTION: VILLAGE OF PINEHURST
ZONING: CONDITIONAL USE RMF
PROPOSED USE: MIXTURE OF ATTACHED AND DETACHED

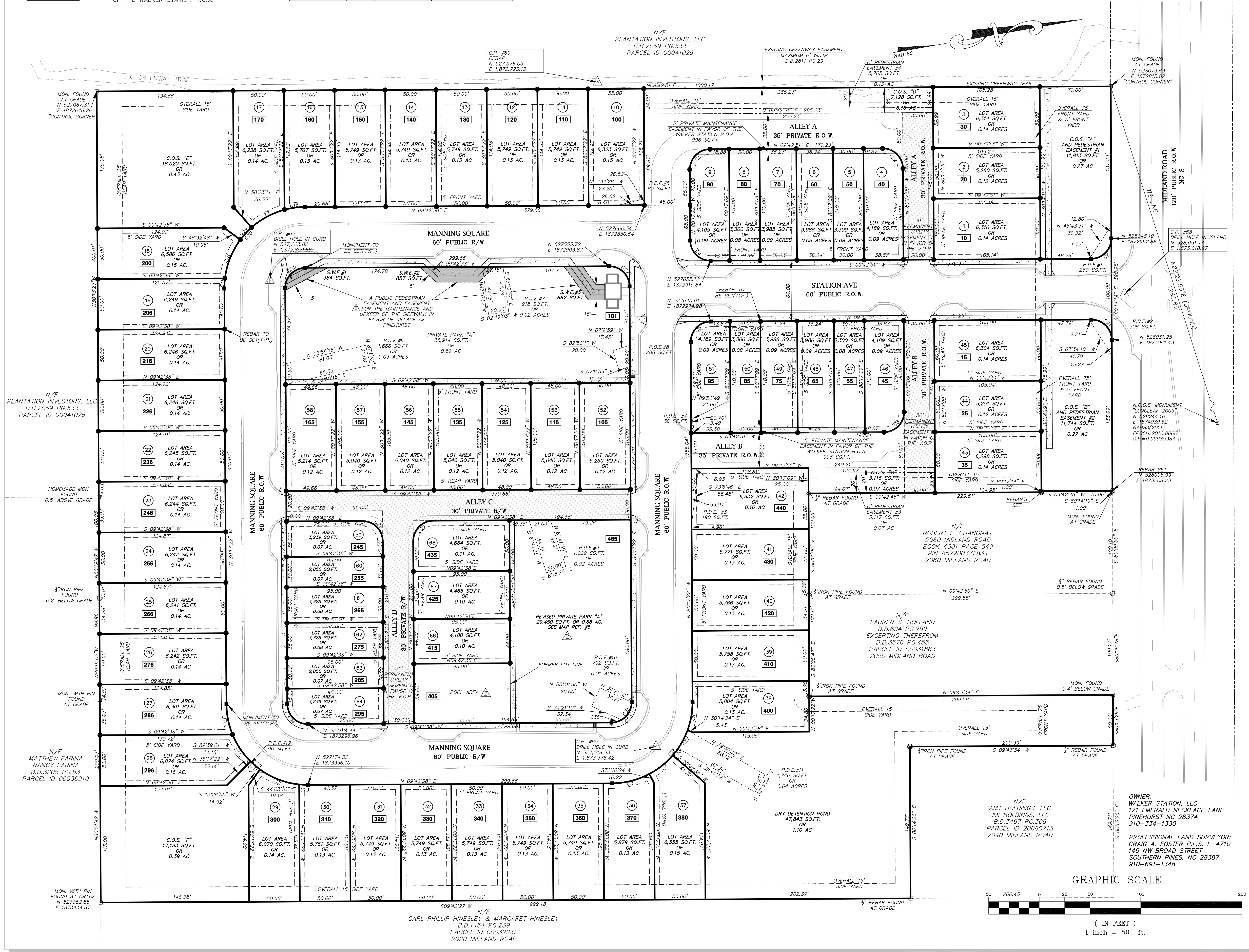
OVERALL PROPERTY SETBACKS:
MINIMUM SETBACK: 75'
MINIMUM SIDE YARD: 15'
MINIMUM REAR YARD: 25'
DETACHED UNIT SETBACKS:
MINIMUM SETBACK: 5'
MINIMUM SIDE YARD: 5'
MINIMUM REAR YARD: 5'

ATTACHED UNIT SETBACKS:
MINIMUM SETBACK: 5'
MINIMUM SIDE YARD: 0' (5' ON END OF UNITS)
MINIMUM REAR YARD: 5'

MINIMUM BUILDING SIZE: 1,800 SF
MINIMUM HEATED SF: 1,600 SF
MAXIMUM BUILDING HT: 35'
MINIMUM BUILDING SIZE 1ST FLOOR: 1,000 SF



LOCATION MAP
NTS



OWNER:
WALKER STATION, LLC
121 EMERALD NECKLACE LANE
PINEHURST NC 28374
910-334-1330

PROFESSIONAL LAND SURVEYOR:
CRAIG A. FOSTER P.L.S. L-4710
146 NW BROAD STREET
SOUTHERN PINES, NC 28387
910-691-1348

NOTES:

1. REFERENCE IS MADE TO DEED BOOK 4326 PAGE 599 AND MAP REFERENCE #1 IN THE MOORE COUNTY REGISTER OF DEEDS.

2. THIS IS A EASEMENT SURVEY INTENDED TO DEPICT THREE SIDEWALK WALK EASEMENTS TO BE CONVEYED TO THE VILLAGE OF PINEHURST AND LIE WITHIN PRIVATE PARK "A" AND IS CURRENTLY OWNED BY THE WALKER STATION HOMEOWNERS ASSOCIATION DEED BOOK 4404 PAGE 323 OF THE MOORE COUNTY REGISTER OF DEEDS

3. AREAS ARE DETERMINED BY THE COORDINATE METHOD.

4. RATIO OF PRECISION = 1:10,000+. DISTANCES ARE HORIZONTAL GROUND

5. THE SUBJECT AREA DEPICTED HEREON DOES NOT LIE WITHIN A FEMA DESIGNATED FLOOD HAZARD AREA BASED UPON AN INSPECTION OF THE MAP ENTITLED "FIRM FLOOD INSURANCE RATE MAP, NORTH CAROLINA, PANEL 8572, EFFECTIVE DATE OCTOBER 17, 2006, MAP NUMBER 3710857200J, BY THE STATE OF NORTH CAROLINA FEDERAL EMERGENCY MANAGEMENT AGENCY". THE SUBJECT AREA LIES WITHIN ZONE X – AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

6. THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE NOTED OR DEPICTED HEREON.

7. THIS SURVEY IS SUBJECT TO ANY DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS, LIENS AND CHARGES OF RECORD.

8. CALL THE NORTH CAROLINA ONE-CALL CENTER AT 811 OR 1-800-632-4949 PRIOR TO ANY EXCAVATION.

9. REBAR TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED. MONUMENTS TO BE SET ALONG STREET LINE.

MAP REFERENCES

1. RECOMBINATION OF PARCELS 00039644, 20090101, 0035897, 0039692, RECOMBINATION SURVEY PREPARED FOR CITADEL DEVELOPMENT GROUP, LLC MIDLAND ROAD, MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST NORTH CAROLINA, DATED 04-17-2013 REVISED 12-05-2013, SCALE 1"=50' SHEET 1 OF 1 MOORE COUNTY REGISTER OF DEEDS PLAT CABINET 16 SLIDE 149.

2. WALKER STATION SUBDIVISION FORMERLY REZONED AS MIDLAND COTTAGES, MIDLAND ROAD, PINEHURST, NC. DEVELOPED BY CITADEL DEVELOPMENT GROUP, LLC, 120 ST MELLIONS DRIVE, PINEHURST, NC 28387 SHEETS C1. TO C9.4 BY MC2 ENGINEERING, INC. 2110 BEN CRAIG DR. SUITE 400, CHARLOTTE, NC 28262.

3. PLAT SHOWING LOTS 4,5,6,7,8,9,10,11,12,46,47,48,49,50,51,52,53,54 WALKER STATION SUBDIVISION, MIDLAND ROAD, MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST , NC, SCALE 1"=50', DATED MAY 19, 2014 BY CRAIG A. FOSTER P.L.S. 146 N.W. BROAD STREET, SOUTERN PINES, NC 28397, PLAT CABINET 16 PAGE 291.

4. PLAT SHOWING LOTS 13,14,15,16,17,18,19 WALKER STATION SUBDIVISION, MIDLAND ROAD, MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST , NC, SCALE 1"=50', DATED MAY 19, 2014 REVISED TO 02-10-2015, BY CRAIG A. FOSTER P.L.S. 146 N.W. BROAD STREET, SOUTHERN PINES, NC 28397. PLAT CABINET 16 PAGE 515.

5. PLAT SHOWING LOTS 55-58 AND 20-27 WALKER STATION SUBDIVISION, MIDLAND ROAD, MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST , NC, SCALE 1"=50', DATED MAY 19, 2014 REVISED TO 10-20-2016, BY CRAIG A. FOSTER P.L.S. 146 N.W. BROAD STREET, SOUTHERN PINES, NC 28397. PLOT CABINET 17 BOOK 139.

6. PLAT SHOWING LOTS 28 AND 32-37 WALKER STATION SUBDIVISION, MIDLAND ROAD, MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST , NC, SCALE 1"=50', DATED MAY 19, 2014 REVISED TO 04-06-2017, BY CRAIG A. FOSTER P.L.S. 146 N.W. BROAD STREET, SOUTHERN PINES, NC 28397. PLOT CABINET 17 BOOK 287.

7. PLAT SHOWING LOTS 29-31 & 38-42 WALKER STATION SUBDIVISION, MIDLAND ROAD, MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST , NC, SCALE 1"=50', DATED MAY 19, 2014 REVISED TO 07-18-2017, BY CRAIG A. FOSTER P.L.S. 146 N.W. BROAD STREET, SOUTHERN PINES, NC 28397. PLOT CABINET 17 BOOK 469.

8. PLAT SHOWING LOTS 66-68 WALKER STATION SUBDIVISION, MIDLAND ROAD, MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST , NC, SCALE 1"=50', DATED MAY 19, 2014 REVISED TO 09-18-2018, BY CRAIG A. FOSTER P.L.S. 146 N.W. BROAD STREET, SOUTHERN PINES, NC 28397. PLAT CABINET 17 SLIDE 871 MOORE COUNTY REGISTER OF DEEDS.

9. PLAT SHOWING LOTS 1-3, 43-45, 59-64 WALKER STATION SUBDIVISION, MIDLAND ROAD, MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST , NC, SCALE 1"=50', DATED MAY 19, 2014 REVISED TO 07-1-2019, BY CRAIG A. FOSTER P.L.S. 146 N.W. BROAD STREET, SOUTHERN PINES, NC 28397. PLAT CABINET 18 SLIDE 168 MOORE COUNTY REGISTER OF DEEDS.

CERTIFICATE OF APPROVAL

APPROVED FOR RECORDING BY THE VILLAGE PLANNER OF THE VILLAGE OF PINEHURST, NORTH CAROLINA ON THE DAY OF 2020 PURSUANT TO THE PINEHURST DEVELOPMENT ORDINANCE. MUST BE RECORDED WITHIN THIRTY (30) DAYS OF THIS DATE.

VILLAGE PLANNER – VILLAGE OF PINEHURST DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, THAT THE PROPERTY IS WITHIN THE SUBDIVISION JURISDICTION OF THE VILLAGE OF PINEHURST AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND HEREBY ESTABLISH ALL LOTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACE TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER DATE

I, CRAIG A. FOSTER, CERTIFY THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

CLASS OF SURVEY: CLASS A
POSITIONAL ACCURACY: 1:10,000
TYPE OF GPS FIELD PROCEDURE: OPUS RS
DATES OF SURVEY: 04-20-2013, 04-22-2013
DATUM/EPOCH: NAD 83(2011) (EPOCH:2010.0000)
PUBLISHED/FIXED CONTROL USE: "LONGLEAF 2005"
GEOID MODEL: GEOID12A
COMBINED GRID FACTOR: 0.99985384
UNITS: US SURVEY FEET

THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-30 SECTION F-11-C1

CRAIG A. FOSTER P.L.S. NO. L-4710 DATE

I, CRAIG A. FOSTER, A NORTH CAROLINA PROFESSIONAL LAND SURVEYOR L-4710, CERTIFY THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND:

CRAIG A. FOSTER P.L.S. NO. L-4710 DATE

I, CRAIG A. FOSTER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 4138 PAGE 502, BOOK 4152 PAGE 284 AND BOOK 4163 PAGE 71); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND ON MAP REFERENCE #1; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH NCGS 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS DAY OF ,2020 A.D.

THIS MAP IS NOT VALID WITHOUT THE LIVE SIGNATURE AND IMPRESSION TYPE SEAL OF THE LAND SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

Progress Print 06-16-2020

CRAIG A. FOSTER P.L.S. NO. L-4710 DATE

CRAIG A. FOSTER P.L.S.
146 N.W. BROAD STREET
SOUTHERN PINES, NC 28387
PHONE 910.691.1348
L-4710

WALKER STATION SUBDIVISION
MIDLAND ROAD
MCNEIL TOWNSHIP, MOORE COUNTY, PINEHURST, NC

WALKER STATION, LLC
121 EMERALD NECKLACE LANE
PINEHURST NC 28374
910 - 334-1330

Sidewalk Easement Plan

REVISIONS

1	02-10-2015	ADD LOTS 13-19
2	08-01-2016	REV. PRIVATE PARK "A"
3	10-20-2016	ADD LOTS 55-58,20-27
4	04-03-2017	ADD LOTS 28, 32-37
5	07-18-2017	ADD LOTS 29-31,38-42
6	09-18-2018	ADD LOTS 66-68
7	07-01-2019	ADD LOTS 1-3, 43-45
		LOTS 59-64
8	05-29-2020	SIDEWALK EASEMENT/
		TITLE

SCALE: 1"=50'
PROJECT NO.: 13702
DESIGNED BY: CAF
REVIEWED BY: CAF
DATE: MAY 19, 2014

SB-1

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