VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF MAY 13, 2014
ASSEMBLY HALL
395 MAGNOLIA ROAD
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

      Police Department
      Fire Department

   B. Resolutions honoring members on the Historic Presevation Commission (Duffy and Warren)

   C. Resolutions honoring members on the Water Committee (Bennett, Bozarth, Fallon, Farren, Holbrook, Townley)

   End of Consent Agenda.

4. State Treasurer's Award Presentation

5. Presentation of March 31, 2014 Quarterly Financial Statements

6. Bicycle and Pedestrian Master Plan Consultant Contract

7. Street Lights for Magnolia Road

8. Consideration of appointments to the Historic Preservation Commission (Gwinn and McChesney)

9. Discussion wih Village Heritage Foundation Board regarding Joyce Franke Memorial Plan.

10. Consideration of naming of the flowering tree garden in the Arboretum

11. Presentation of the 2015 Strategic Operating Plan

12. Other Business.

    A. Proposed budget amendment for U.S. Open Experience expenses.

13. Comments from Attendees.

14. Motion to go into Closed Session pursuant to NCGS 143-318.11 (a) (3) to consult with the Village Attorney in order to preserve the attorney-client privilege between the Village Attorney and the Village Council.

    Specifically the Village Attorney will discuss depositions taken regarding the litigation between the Estate of Ronald H. Armstrong, plaintiff v. The Village of Pinehurst; et al., defendants(Case No. 1:13 CV 407).

15. Motion to adjourn the Closed Session and re-enter the Regular Meeting

16. Motion to Adjourn.

History, Charm, & Southern Hospitality.

Vision

The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions, enhanced by a unique combination of cultural arts and recreational activities.

Mission

Preserve and enhance the community's character and ambience by guiding growth, managing change, and providing services in a financially responsible manner.

Values

Competent
Courteous
Professional
Responsive

PUBLIC SAFETY REPORTS

ADDITIONAL AGENDA DETAILS:

Police Department
Fire Department

ATTACHMENTS:

	Description
🗋	Police Report
🗋	Fire Report

Incident IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

April 2014 - April 2013

Part I Offenses	April 2013	April 2014	+/-	Percent Changed	Year-To-Date 2013	2014	+/-	Percent Changed
Murder	0	0	0	0%	0	0	0	0%
Rape	0	0	0	0%	0	0	0	0%
Robbery	0	0	0	0%	1	1	0	0%
Commercial	0	0	0	0%	1	1	0	0%
Individual	0	0	0	0%	0	0	0	0%
Assault	0	0	0	0%	2	0	-2	-100%
Violent Total:	**0**	**0**	**0**	**0%**	**3**	**1**	**-2**	**-67%**
Burglary	1	0	-1	-100%	1	0	-1	-100%
Residential	1	0	-1	-100%	1	0	-1	-100%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	8	1	-7	-88%	37	23	-14	-38%
Auto Theft	1	0	-1	-100%	2	0	-2	-100%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	**10**	**1**	**-9**	**-90%**	**40**	**23**	**-17**	**-42%**
Part I Total:	**10**	**1**	**-9**	**-90%**	**43**	**24**	**-19**	**-44%**

Part II Offenses	April 2013	April 2014	+/-	Percent Changed	Year-To-Date 2013	2014	+/-	Percent Changed
Drug	1	8	7	700%	15	24	9	60%
Assault Simple	2	1	-1	-50%	6	5	-1	-17%
Forgery/Counterfeit	0	0	0	0%	0	1	1	-
Fraud	5	5	0	0%	14	17	3	21%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	0	1	1	-	2	3	1	50%
Vandalism	2	2	0	0%	18	10	-8	-44%
Weapons	0	0	0	0%	0	1	1	-
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	2	0	-2	-100%
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	0	0	0%	1	0	-1	-100%
D.W.I.	0	1	1	-	1	5	4	400%
Liquor Law Violation	0	0	0	0%	1	2	1	100%
Disorderly Conduct	1	0	-1	-100%	3	1	-2	-67%
Obscenity	0	0	0	0%	0	1	1	-
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	29	21	-8	-28%	83	74	-9	-11%
Part II Total:	**40**	**39**	**-1**	**-2%**	**146**	**144**	**-2**	**-1%**
Incident Total:	**50**	**40**	**-10**	**-20%**	**189**	**168**	**-21**	**-11%**

Arrest IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

April 2014 - April 2013

Part I Offenses	April 2013	April 2014	+/-	Percent Changed	Year-To-Date 2013	2014	+/-	Percent Changed
Murder	0	0	0	0%	0	0	0	0%
Rape	0	0	0	0%	0	0	0	0%
Robbery	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Individual	0	0	0	0%	0	0	0	0%
Assault	0	0	0	0%	2	0	-2	-100%
Violent Total:	**0**	**0**	**0**	**0%**	**2**	**0**	**-2**	**-100%**
Burglary	10	0	-10	-100%	10	0	-10	-100%
Residential	0	0	0	0%	0	0	0	0%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	11	0	-11	-100%	17	11	-6	-35%
Auto Theft	1	0	-1	-100%	2	0	-2	-100%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	**22**	**0**	**-22**	**-100%**	**29**	**11**	**-18**	**-62%**
Part I Total:	**22**	**0**	**-22**	**-100%**	**31**	**11**	**-20**	**-65%**

Part II Offenses	April 2013	April 2014	+/-	Percent Changed	Year-To-Date 2013	2014	+/-	Percent Changed
Drug	2	17	15	750%	24	37	13	54%
Assault Simple	2	1	-1	-50%	6	5	-1	-17%
Forgery/Counterfeit	0	0	0	0%	0	3	3	-
Fraud	4	0	-4	-100%	5	5	0	0%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	10	0	-10	-100%	15	10	-5	-33%
Vandalism	9	0	-9	-100%	14	7	-7	-50%
Weapons	0	0	0	0%	1	2	1	100%
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	1	0	-1	-100%
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	0	0	0%	0	1	1	-
D.W.I.	3	12	9	300%	18	30	12	67%
Liquor Law Violation	1	1	0	0%	1	4	3	300%
Disorderly Conduct	1	0	-1	-100%	3	1	-2	-67%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	50	41	-9	-18%	92	102	10	11%
Part II Total:	**82**	**72**	**-10**	**-12%**	**180**	**207**	**27**	**15%**
Arrest Total:	**104**	**72**	**-32**	**-31%**	**211**	**218**	**7**	**3%**

SUMMARY FOR THE MONTH OF APRIL 2014

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	*NUMBER THIS MONTH*	*NUMBER YTD*	*NUMBER THIS MONTH LAST YEAR*	*NUMBER YTD LAST YEAR*	*PERCENTAGE YTD*
Fire	8	19	7	16	19%
Overpressure Rupture, Explosion, Overheat - no fire	0	1	0	0	100%
Rescue & EMS Incidents	9	50	3	20	150%
Hazardous Conditions - no fire	9	42	15	55	-24%
Service Call	15	73	16	66	11%
Good Intent Call	16	94	15	78	21%
False Alarm & False Call	19	67	10	42	60%
Severe Weather & Natural Disaster	0	0	2	2	0%
Special Incident Type	0	1	0	0	100%
TOTAL INCIDENTS	**76**	**347**	**68**	**279**	**24%**

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	*NUMBER THIS MONTH*	*NUMBER YTD*	*NUMBER THIS MONTH LAST YEAR*	*NUMBER YTD LAST YEAR*	*PERCENTAGE YTD*
Residential	6	22	6	23	-4%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	4	0	0	400%
Commercial	50	129	41	119	8%
Plan Review/Site Inspections	0	4	0	4	0%
Reinspection	41	110	14	43	156%
Occupancy Certificates	0	0	0	0	0%
TOTAL INSPECTIONS	**97**	**269**	**61**	**189**	**42%**
Violations Found:	101	291	32	107	172%
YTD Violations to be Corrected:		190		75	
YTD Violations Corrected:		173		55	
Correction Percentage:		91%		73%	

May 6, 2014

J. Carlton Cole, Fire Chief

RESOLUTIONS HONORING MEMBERS ON THE HISTORIC PRESEVATION COMMISSION (DUFFY AND WARREN)

ADDITIONAL AGENDA DETAILS:

FROM:
Lauren Craig, Village Clerk

DATE OF MEMO:
5/8/2014

MEMO DETAILS:
Please see attached resolutions honoring Patrick Duffy and Howard Warren for their service on the Historic Preservation Commission.

ATTACHMENTS:

	Description
🗋	Resolution 14-20 Honoring Patrick Duffy
🗋	Resolution 14-21 Honoring Howard Warren

RESOLUTION 14-20:

A RESOLUTION HONORING THE SERVICE OF MR. PATRICK DUFFY TO THE VILLAGE OF PINEHURST HISTORIC PRESERVATION COMMISSION

THAT WHEREAS, the Village Council of Pinehurst, North Carolina, wishes to acknowledge and express its appreciation to Mr. Patrick Duffy for his dedicated service to the citizens of Pinehurst as a member of the Pinehurst Historic Preservation Commission; and

WHEREAS, Mr. Duffy was appointed to the Historic Preservation Commission on April 8, 2008 and served continuously and faithfully from that time; and

WHEREAS, Mr. Duffy was instrumental in the efficient operation of the Historic Preservation Commission, always conducting the Village's business in a courteous, professional manner; and

WHEREAS, Mr. Duffy was involved in many decisions affecting the character of the community, each time exhibiting sound judgement and concern for the health, safety and welfare of the Village of Pinehurst, and its important historic qualities, in his decision-making process.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 13th day of May, 2014 as follows:

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

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

THIS RESOLUTION passed and adopted this 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

RESOLUTION 14-21:

A RESOLUTION HONORING THE SERVICE OF MR. HOWARD WARREN TO THE VILLAGE OF PINEHURST HISTORIC PRESERVATION COMMISSION

THAT WHEREAS, the Village Council of Pinehurst, North Carolina, wishes to acknowledge and express its appreciation to Mr. Howard Warren for his dedicated service to the citizens of Pinehurst as a member of the Pinehurst Historic Preservation Commission; and

WHEREAS, Mr. Warren was appointed to the Historic Preservation Commission on March 14, 2006 and served continuously and faithfully from that time; and

WHEREAS, Mr. Warren was instrumental in the efficient operation of the Historic Preservation Commission, always conducting the Village's business in a courteous, professional manner; and

WHEREAS, Mr. Warren was involved in many decisions affecting the character of the community, each time exhibiting sound judgement and concern for the health, safety and welfare of the Village of Pinehurst, and its important historic qualities, in his decision-making process.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 13th day of May, 2014 as follows:

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

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

THIS RESOLUTION passed and adopted this 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

RESOLUTIONS HONORING MEMBERS ON THE WATER COMMITTEE (BENNETT, BOZARTH, FALLON, FARREN, HOLBROOK, TOWNLEY)

ADDITIONAL AGENDA DETAILS:

FROM:
Lauren Craig, Village Clerk

DATE OF MEMO:
5/8/2014

MEMO DETAILS:
Please find the attached resolutions honoring members of the Water Committee for their service to the Village of Pinehurst.

ATTACHMENTS:

Description

- Resolution 14-22 Honoring Bennett
- Resolution 14-23 Honoring Bozarth
- Resolution 14-24 Honoring Fallon
- Resolution 14-25 Honoring Farren
- Resolution 14-26 Honoring Holbrook
- Resolution 14-27 Honoring Townley

RESOLUTION 14-22:

A RESOLUTION HONORING THE SERVICE OF MR. WALTER BENNETT TO THE VILLAGE OF PINEHURST WATER COMMITTEE

THAT WHEREAS, the Village Council of Pinehurst, North Carolina, wishes to acknowledge and express its appreciation to Mr. Walter Bennett for his dedicated service to the citizens of Pinehurst as a member of the Pinehurst Water Committee; and

WHEREAS, Mr. Bennett was appointed to the Water Committee on June 8, 2010 and served continuously and faithfully from that time; and

WHEREAS, Mr. Bennett was instrumental in the efficient operation of the Water Committee, always conducting the Village's business in a courteous, professional manner; and

WHEREAS, Mr. Bennett was involved in numerous deliberations and the formulation of recommendations of great value to the Village of Pinehurst and Moore County Public Utilities, particularly in the area of groundwater and well-field protection, and the securing of long term water supplies for the Southern Moore County area; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 13th day of May, 2014 as follows:

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

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

THIS RESOLUTION passed and adopted this 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

RESOLUTION 14-23:

A RESOLUTION HONORING THE SERVICE OF MR. BRYANT BOZARTH TO THE VILLAGE OF PINEHURST WATER COMMITTEE

THAT WHEREAS, the Village Council of Pinehurst, North Carolina, wishes to acknowledge and express its appreciation to Mr. Bryant Bozarth for his dedicated service to the citizens of Pinehurst as a member of the Pinehurst Water Committee; and

WHEREAS, Mr. Bozarth was appointed to the Water Committee on April 27, 2010 and served continuously and faithfully from that time; and

WHEREAS, Mr. Bozarth was instrumental in the efficient operation of the Water Committee, always conducting the Village's business in a courteous, professional manner; and

WHEREAS, Mr. Bozarth was involved in numerous deliberations and the formulation of recommendations of great value to the Village of Pinehurst and Moore County Public Utilities, particularly in the area of groundwater and well-field protection, and the securing of long term water supplies for the Southern Moore County area; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 13th day of May, 2014 as follows:

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

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

THIS RESOLUTION passed and adopted this 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

RESOLUTION 14-24:

A RESOLUTION HONORING THE SERVICE OF MRS. VIRGINIA FALLON TO THE VILLAGE OF PINEHURST WATER COMMITTEE

THAT WHEREAS, the Village Council of Pinehurst, North Carolina, wishes to acknowledge and express its appreciation to Mrs. Virginia Fallon for her dedicated service to the citizens of Pinehurst as a member of the Pinehurst Water Committee; and

WHEREAS, Mrs. Fallon was appointed to the Water Committee on January 24, 2012 and served continuously and faithfully from that time; and

WHEREAS, Mrs. Fallon was instrumental in the efficient operation of the Water Committee, always conducting the Village's business in a courteous, professional manner; and

WHEREAS, Mrs. Fallon was involved in numerous deliberations and the formulation of recommendations of great value to the Village of Pinehurst and Moore County Public Utilities, particularly in the area of groundwater and well-field protection, and the securing of long term water supplies for the Southern Moore County area; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 13th day of May, 2014 as follows:

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

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

THIS RESOLUTION passed and adopted this 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

RESOLUTION 14-25:

A RESOLUTION HONORING THE SERVICE OF MR. BOB FARREN TO THE VILLAGE OF PINEHURST WATER COMMITTEE

THAT WHEREAS, the Village Council of Pinehurst, North Carolina, wishes to acknowledge and express its appreciation to Mr. Bob Farren for his dedicated service to the citizens of Pinehurst as a member of the Pinehurst Water Committee; and

WHEREAS, Mr. Farren was appointed to the Water Committee on March 27, 2012 and served continuously and faithfully from that time; and

WHEREAS, Mr. Farren was instrumental in the efficient operation of the Water Committee, always conducting the Village's business in a courteous, professional manner; and

WHEREAS, Mr. Farren was involved in numerous deliberations and the formulation of recommendations of great value to the Village of Pinehurst and Moore County Public Utilities, particularly in the area of groundwater and well-field protection, and the securing of long term water supplies for the Southern Moore County area; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 13th day of May, 2014 as follows:

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

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

THIS RESOLUTION passed and adopted this 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

RESOLUTION 14-26:

A RESOLUTION HONORING THE SERVICE OF MR. CHARLES HOLBROOK TO THE VILLAGE OF PINEHURST WATER COMMITTEE

THAT WHEREAS, the Village Council of Pinehurst, North Carolina, wishes to acknowledge and express its appreciation to Mr. Charles Holbrook for his dedicated service to the citizens of Pinehurst as a member of the Pinehurst Water Committee; and

WHEREAS, Mr. Holbrook was appointed to the Water Committee on June 8, 2010 and served continuously and faithfully from that time; and

WHEREAS, Mr. Holbrook was instrumental in the efficient operation of the Water Committee, always conducting the Village's business in a courteous, professional manner; and

WHEREAS, Mr. Holbrook was involved in numerous deliberations and the formulation of recommendations of great value to the Village of Pinehurst and Moore County Public Utilities, particularly in the area of groundwater and well-field protection, and the securing of long term water supplies for the Southern Moore County area; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 13th day of May, 2014 as follows:

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

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

THIS RESOLUTION passed and adopted this 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

RESOLUTION 14-27:

A RESOLUTION HONORING THE SERVICE OF MR. JERRY TOWNLEY TO THE VILLAGE OF PINEHURST WATER COMMITTEE

THAT WHEREAS, the Village Council of Pinehurst, North Carolina, wishes to acknowledge and express its appreciation to Mr. Jerry Townley for his dedicated service to the citizens of Pinehurst as a member of the Pinehurst Water Committee; and

WHEREAS, Mr. Townley was appointed to the Water Committee on June 8, 2010 and served continuously and faithfully from that time; and

WHEREAS, Mr. Townley was instrumental in the efficient operation of the Water Committee, always conducting the Village's business in a courteous, professional manner; and

WHEREAS, Mr. Townley was involved in numerous deliberations and the formulation of recommendations of great value to the Village of Pinehurst and Moore County Public Utilities, particularly in the area of groundwater and well-field protection, and the securing of long term water supplies for the Southern Moore County area; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 13th day of May, 2014 as follows:

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

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

THIS RESOLUTION passed and adopted this 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

STATE TREASURER'S AWARD PRESENTATION

ADDITIONAL AGENDA DETAILS:

FROM:
John Frye

CC:
Andy Wilkison and Natalie Dean

DATE OF MEMO:
5/6/2014

MEMO DETAILS:

The Village of Pinehurst has been awarded a 2014 State Treasurer's Governmental Award for Excellence in Accounting and Financial Management. The Village is receiving the award for the implementation of our strategic planning model and balanced scorecard. The awards are presented annually to units of local government that have excelled in implementing fiscally responsible procedures during the fiscal year.

The award will be presented to the Strategic Planning Team, made up of the following members:

Strategic Planning Team
Andrew Wilkison, Village Manager
Natalie Dean, Assistant Village Manager – Team Leader
Jeff Batton, Assistant Village Manager
John Frye, Director of Financial Services
Angela Kantor, Director of Human Resources
Jason Whitaker, Director of Information Technology
Becky Jensen, Operations Manager

Sara Shippee, Assistant Director of Fiscal Management with the State Treasurer's State and Local Government Finance Division and Carrie Neal, representing the NCACPA Governmental Accounting and Auditing Committee, will be on hand to present the award.

PRESENTATION OF MARCH 31, 2014 QUARTERLY FINANCIAL STATEMENTS

ADDITIONAL AGENDA DETAILS:

FROM:
John Frye

DATE OF MEMO:
5/8/2014

MEMO DETAILS:
This agenda item is the presentation of the March 31, 2014 Quarterly Financial Statements and includes two attachments:

1. A cover memo discussing the financial results through March 31, 2014, and
2. The March 31, 2014 Quarterly Financial Statements.

ATTACHMENTS:

Description

- Financial Statements Cover Memo-03.31.2014
- Quarterly Financial Statements-03.31.2014

John G. Frye, CPA
395 Magnolia Road
Pinehurst, NC 28374
Phone: 910-295-1900
Fax: 910-295-4434
e-mail: jfrye@vopnc.org

Village of Pinehurst

Memo

To: Village Council

From: John G. Frye

CC: Andy Wilkison & Natalie Dean

Date: April 17, 2014

Re: Financial Statements for the Quarter Ended March 31, 2014

As we enter the final quarter of the fiscal year, the Village's financial condition remains good. Most economic indicators are positive but actual revenue growth is still modest. The retail sales sector has recovered to historical growth averages and the housing market is showing modest signs of improvement.

The Village's General Fund is showing $2.7 million in income for the first nine months, which is $263,000 lower than the previous year. The Village budgeted for revenues to exceed expenditures by roughly $287,000 through the third quarter. Below are explanations for these variances and other selected information:

Revenues:

- General Fund operating revenues for the quarter are $96,000 above our quarterly targets.
- Property tax revenues are ahead of the quarterly target by $68,000 or 0.7%. The collection rate for property taxes is also in line with the previous year with 99% of the current year's levy collected.
- Local Option Sales tax revenues (and related hold harmless reimbursements) are ahead of the quarterly budget through March 31, 2014 by $227,000. The budget called for a 3% increase this year and so far, collections are ahead of this assumption at just over 5%.
- Utilities Franchise Taxes are approximately $255,000 ahead of our quarterly estimates. The majority of this variance is from electricity franchise taxes. This increase may be attributed to a longer and colder winter heating season.
- Building permit fees are $10,000 ahead of the quarterly budget through March 31, 2014. Overall, residential construction is showing improvement. So far, the Village has issued 73 residential permits for new construction this year, 19 more than were issued during the same period the previous year. In addition, the total construction value of the permits issued was $2,419,000 or 16% higher than the previous fiscal year. This increase when combined with the similar increase the previous two fiscal years indicates the housing market is recovering.

Salaries and Operating Expenditures:

- Salaries and benefits are approximately $243,000 or 5% less than budgeted for the first nine months of the year. This is due to temporarily vacant positions and is considered normal at this point in the fiscal year.

- Other operating expenditures were $1,266,000 lower than budgeted through the third quarter. Contracted services costs were $201,000 lower than anticipated. Of this amount, $90,000 is for the solid waste corrals for the condominiums that are nearing completion. Professional services were $152,000 under budget for the quarter. Of this amount, $85,000 is for the Bike & Pedestrian Plan that is pending approval and $49,000 is for lower than anticipated legal expenses. Departmental supplies across the village are $92,000 below the quarterly budget. In the Fire Department, hydrants of $15,000 and air packs of $14,000 are yet to be received. Advertising costs are $65,000 lower than anticipated as some costs related to U.S. Open events have not been expended. Landfill Fees are $32,000 below budget due to increases in recycling. Finally, village-wide there is $148,000 in unspent contingency funding.

Capital Outlay:

- Capital outlay expenditures through March 31st were $717,000 lower than the $2,258,000 budgeted. This is due to various projects that were planned for the first, second, or third quarter that have not been completed. Several capital projects are currently underway and should be completed by June 30:
    - Automated 20 yd. Solid Waste vehicle, $170,000
    - Arboretum parking lot, $135,000
    - Way-finding signage, $125,000
    - Village Hall roof insulation repair project, $60,000
    - Fire Opticom traffic control system, $35,000

Other items I noted during my review of the quarterly financial statements include:

- At March 31st the Village's cash and investment balances were $9,631,000, or $105,000 higher than the previous year. This is another indicator that the Village is currently in a strong financial position. One negative aspect here is that the investment income we are earning on these funds continues to be quite low.

- Our long-term debt balances continue to decline. For the twelve months ended March 31, 2014 outstanding notes payable for buildings and other infrastructure declined by $152,000, resulting in an ending balance of just under $2,300,000.

In terms of fund balance, the Village's fund balance is currently 57% of expenditures, which is the same level as the previous year. This level is in line with the historic trend for this point in the fiscal year. Our mid-year projection placed ending fund balance at $7,226,399, or 40% of currently budgeted expenditures. Currently we are still on target to reach this level by year end. This is slightly higher than our original projection and maintains ending fund balance at the top of our targeted range of between 30% and 40%.

As we begin preparing our budget for the upcoming year, Council and Village managers will need to ensure that operating expenditure growth is maintained within the modest levels of operating revenue growth we are experiencing. Overall, the Village continues to remain in a solid financial position as a result of our conservative financial policies, good financial planning, and diligent budget oversight.

Should you have any questions, please feel free to contact me.

VILLAGE OF PINEHURST

FINANCIAL STATEMENTS

FOR THE NINE MONTHS ENDED
MARCH 31, 2014

Village of Pinehurst
Financial Statements
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Village of Pinehurst
Combined Balance Sheet - All Fund Types
March 31, 2014

	Governmental Fund Types			Account Groups		Totals March 31, 2014	Totals March 31, 2013
	General Fund	Special Revenue Funds	Capital Project Funds	General Capital Assets	General Long - Term Debt		
ASSETS							
Cash & investments	$ 9,628,908	$ 2,891	$ (1,125)	$ -	$ -	$ 9,630,674	$ 9,525,192
Taxes receivable	89,848	-	-	-	-	89,848	152,899
Assessments receivable	88,708	-	-	-	-	88,708	99,299
Due from other governmental agencies	960,607	-	-	-	-	960,607	950,605
Other receivables	193,073	-	-	-	-	193,073	175,787
Prepaid items	5,935	-	-	-	-	5,935	5,035
Inventory	46,126	-	-	-	-	46,126	49,498
Capital assets	-	-	-	35,299,318	-	35,299,318	33,330,267
Amounts to be provided for retirement of general long-term debt	-	-	-	-	3,104,887	3,104,887	2,995,062
TOTAL ASSETS	$ 11,013,205	$ 2,891	$ (1,125)	$ 35,299,318	$ 3,104,887	$ 49,419,176	$ 47,283,644
LIABILITIES AND FUND EQUITY							
Accounts payable	$ 5,562	$ -	$ -	$ -	$ -	$ 5,562	$ 6,299
Withholdings & accrued expenses	153,398	-	-	-	-	153,398	83,789
Accrued vacation	-	-	-	-	631,850	631,850	623,252
Net pension obligation	-	-	-	-	173,403	173,403	158,492
Deferred revenue-taxes	89,848	-	-	-	-	89,848	143,477
Deposits	57,331	-	-	-	-	57,331	90,028
Unavailable revenues	285,650	-	-	-	-	285,650	252,197
Residential assurance deposits	-	-	-	-	-	-	50,000
Long-term debt	-	-	-	-	2,299,634	2,299,634	2,213,318
Total Liabilities	591,789	-	-	-	3,104,887	3,696,676	3,620,852
EQUITY							
Investment in general capital assets	-	-	-	35,299,318	-	35,299,318	33,330,267
Fund Balance:							
Nonspendable:							
Inventory	46,126	-	-	-	-	46,126	48,498
Prepaid items	5,935	-	-	-	-	5,935	5,035
Restricted:							
Stabilization by state statute	2,627,644	-	-	-	-	2,627,644	3,836,551
Municipal Service District	-	-	-	-	-	-	15,452
Transportation	464,341	-	-	-	-	464,341	427,762
Committed:							
Capital Project fund expenditures	-	-	(1,125)	-	-	(1,125)	24,982
Special Revenue fund expenditures	-	2,891	-	-	-	2,891	10,654
Assigned:							
Designated for expenditures	882,272	-	-	-	-	882,272	2,131,240
Unassigned	6,395,098	-	-	-	-	6,395,098	3,768,351
Total equity	10,421,416	2,891	(1,125)	35,299,318	-	45,722,500	43,598,792
TOTAL LIABILITIES & EQUITY	$ 11,013,205	$ 2,891	$ (1,125)	$ 35,299,318	$ 3,104,887	$ 49,419,176	$ 47,219,644

Village of Pinehurst
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
Nine Months Ended March 31, 2014

	Annual Budget as of 03/31/14	Quarterly Budget as of 03/31/14	YTD as of 03/31/14	YTD as of 3/31/2013	Current Year Over (Under) Prior Year	% of 2014 Budget Spent / Received YTD
Revenues						
Ad valorem taxes & penalties	$ 9,682,000	$ 9,514,461	$ 9,582,488	$ 9,374,543	$ 207,945	98.97%
Assessments	12,410	12,410	10,591	-	10,591	85.34%
Other taxes and licenses	2,591,700	1,763,592	1,954,208	1,891,441	62,767	75.40%
Intergovernmental revenues:						
Unrestricted	1,617,200	1,136,089	917,948	906,762	11,186	56.76%
Restricted	546,255	541,756	492,678	492,559	119	90.19%
Permits & fees	1,241,250	431,879	516,146	414,389	101,757	41.58%
Sales & service	514,015	430,392	465,240	417,525	47,715	90.51%
Other revenues	460,597	410,989	403,205	186,876	216,329	87.54%
Interest earned on investments	20,500	9,225	4,221	238	3,983	20.59%
TOTAL REVENUES	16,685,927	14,250,793	14,346,725	13,684,333	662,392	85.98%
Operating Expenditures						
Governing Body	236,500	189,750	125,259	150,778	(25,519)	52.96%
Administration	1,085,090	842,619	763,440	717,775	45,665	70.36%
Financial Services	587,460	486,442	450,089	421,762	28,327	76.62%
Human Resources	378,530	293,024	211,590	191,061	20,529	55.90%
Police	2,793,490	2,153,609	1,945,601	1,899,524	46,077	69.65%
Fire	2,577,352	1,980,331	1,714,412	1,670,865	43,547	66.52%
Inspections	227,800	172,478	154,114	153,999	115	67.65%
Public Services Administration	376,290	285,869	253,584	244,443	9,141	67.39%
Streets & Grounds	1,374,145	1,028,226	935,972	725,496	210,476	68.11%
Powell Bill Funds	801,800	1,550	21,014	3,452	17,562	2.62%
Solid Waste	1,458,900	1,121,528	892,851	848,982	43,869	61.20%
Recreation	1,133,274	871,808	726,251	719,084	7,167	64.08%
Library	360,000	345,000	360,000	-	360,000	100.00%
Harness Track	528,070	411,482	333,535	294,331	39,204	63.16%
Fair Barn	262,830	201,249	145,810	147,754	(1,944)	55.48%
Planning	648,710	494,612	448,057	496,052	(47,995)	69.07%
Community Development	471,250	411,000	202,318	147,429	54,889	42.93%
Debt Service	468,220	406,532	419,891	506,481	(86,590)	89.68%
Contingency	38,200	8,200	-	-	-	0.00%
Total Operating Expenditures	15,807,911	11,705,309	10,103,788	9,339,268	764,520	63.92%
Capital Outlay Expenditures						
Governing Body	-	-	-	90,865	(90,865)	0.00%
Administration	120,050	120,050	18,615	24,989	(6,374)	15.51%
Financial Services	450	450	-	4,991	(4,991)	0.00%
Human Resources	10,225	10,225	7,500	2,496	5,004	73.35%
Police	39,600	39,600	25,494	89,015	(63,521)	64.38%
Fire	586,125	551,125	549,980	53,615	496,365	93.83%
Inspections	120	120	-	1,958	(1,958)	0.00%
Public Services Administration	565	565	-	1,344	(1,344)	0.00%
Streets & Grounds	376,365	376,365	343,228	123,980	219,248	91.20%
Solid Waste	208,225	208,225	-	173,058	(173,058)	0.00%
Recreation	369,269	369,269	197,118	125,984	71,134	53.38%
Harness Track	109,150	84,150	51,570	153,518	(101,948)	47.25%
Fair Barn	12,575	12,575	-	85,067	(85,067)	0.00%
Planning	175	175	-	6,362	(6,362)	0.00%
Community Development	485,327	485,327	347,697	442,759	(95,062)	71.64%
Total Capital Outlay Expenditures	2,318,221	2,258,221	1,541,202	1,380,001	161,201	66.48%
TOTAL EXPENDITURES	18,126,132	13,963,530	11,644,990	10,719,269	925,721	64.24%
REVENUES OVER (UNDER) EXPENDITURES	(1,440,205)	287,263	2,701,735	2,965,064	(263,329)	

Village of Pinehurst
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
Nine Months Ended March 31, 2014

	Annual Budget as of 03/31/14	Quarterly Budget as of 03/31/14	YTD as of 03/31/14	YTD as of 3/31/2013	Current Year Over (Under) Prior Year	% of 2014 Budget Spent / Received YTD
Other Financing Sources (Uses)						
Operating transfers in	$ 7,933	$ 7,933	$ 7,933	$ -	$ 7,933	0.00%
Loan proceeds	550,000	550,000	550,000	-	550,000	100.00%
Total Other Fin. Sources (Uses)	557,933	557,933	557,933	-	557,933	100.00%
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXP AND OTHER FINANCING USES	(882,272)	845,196	3,259,668	2,965,064	294,604	
Appropriated Fund Balance	882,272	281,097	-	-	-	
EXCESS OF REVENUES, OTHER FINANCING SOURCES AND FUND BALANCE APP. OVER (UNDER) EXP AND OTHER FIN. USES	$ -	$ 1,126,293	3,259,668	$ 2,965,064	$ 294,604	
FUND BALANCE, JULY 1			7,161,748			
FUND BALANCE, MARCH 31			$ 10,421,416			

Village of Pinehurst
Schedule of Capital Outlay by Function and Activity
Nine Months Ended March 31, 2014

	Annual Budget	YTD Budget	YTD Expenditures	Remaining Balance
Land				
Streets & Grounds	$ 236,000	$ 236,000	$ 226,055	$ 9,945
Recreation	207,183	207,183	133,632	73,551
Harness Track	64,000	64,000	34,987	29,013
Community Development	202,000	202,000	196,249	5,751
	709,183	709,183	590,923	118,260
Buildings and Grounds				
Administration	80,000	80,000	18,615	61,385
Recreation	161,711	161,711	63,485	98,226
Harness Track	45,000	20,000	16,583	28,417
Community Development	119,000	119,000	59,420	59,580
	405,711	380,711	158,103	247,608
Equipment and Furniture				
Administration	40,050	40,050	-	40,050
Financial Services	450	450	-	450
Human Resources	10,225	10,225	7,500	2,725
Police	9,450	9,450	-	9,450
Fire	36,125	1,125	-	36,125
Inspections	120	120	-	120
Public Services Administration	565	565	-	565
Streets & Grounds	140,365	140,365	117,173	23,192
Solid Waste	225	225	-	225
Recreation	375	375	-	375
Harness Track	150	150	-	150
Fair Barn	12,575	12,575	-	12,575
Planning	175	175	-	175
Community Development	164,327	164,327	92,028	72,299
	415,177	380,177	216,701	198,476
Vehicles				
Police	30,150	30,150	25,494	4,656
Fire	550,000	550,000	549,980	20
Solid Waste	208,000	208,000	-	208,000
	788,150	788,150	575,474	212,676
Total	$ 2,318,221	$ 2,258,221	$ 1,541,201	$ 777,020

% of Capital Outlay Budget Expended 66.48%

Note: This Schedule includes Fleet Maintenance, Buildings & Grounds and Information Technology Capital Outlay.

Village of Pinehurst
Combining Balance Sheet - Special Revenue Funds
March 31, 2014

	Land Dedication Fund	Total March 31, 2014	Total March 31, 2013
ASSETS			
Cash & investments	$ 2,891	$ 2,891	$ 26,106
Assessments receivable	-	-	99,299
TOTAL ASSETS	$ 2,891	$ 2,891	$ 125,405
LIABILITIES AND FUND EQUITY			
Deferred revenue-assessments	$ -	$ -	$ 99,299
Total Liabilities	-	-	99,299
FUND EQUITY			
Fund Balance:			
Committed:			
Designated for expenditures	2,891	2,891	26,106
Total equity	2,891	2,891	26,106
TOTAL LIABILITIES & FUND EQUITY	$ 2,891	$ 2,891	$ 125,405

Village of Pinehurst
Combining Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Funds
Nine Months Ended March 31, 2014

	Land Dedication Fund	Interest Res. Assurance Fund	Total March 31, 2014	Total March 31, 2013
REVENUES				
Ad valorem taxes	$ -	$ -	$ -	$ 3,674
Interest earned on investments	4	65	69	13
Total Revenues	4	65	69	3,687
EXPENDITURES				
Operating expenditures	-	-	-	2,577
Total Expenditures	-	-	-	2,577
REVENUE OVER (UNDER) EXPENDITURES	4	65	69	1,110
Other Financing Sources (Uses)				
Operating transfers out	-	(7,933)	(7,933)	-
	-	(7,933)	(7,933)	-
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	4	(7,868)	(7,864)	1,110
Fund Balance, July 1	2,887	7,868	10,755	24,996
FUND BALANCE, MARCH 31	$ 2,891	$ -	$ 2,891	$ 26,106

Village of Pinehurst
Combining Balance Sheet - Capital Project Funds
March 31, 2014

	Jackson Hamlet CDBG-III Fund	Total March 31, 2014	Total March 31, 2013
ASSETS			
Cash & investments	$ (1,125)	$ (1,125)	$ 24,982
Due from other governments	-	-	-
TOTAL ASSETS	$ (1,125)	$ (1,125)	$ 24,982
Fund Balance:			
Reserved:			
Designated for capital improvements	$ (1,125)	$ (1,125)	$ 24,982
Total equity	(1,125)	(1,125)	24,982
TOTAL LIABILITIES & FUND EQUITY	$ (1,125)	$ (1,125)	$ 24,982

Village of Pinehurst
Statement of Revenues, Expenditures, and Changes in Fund Balance -
Budget and Actual - Capital Projects Fund - Jackson Hamlet CDBG-III
From Inception and for the Nine Months Ended March 31, 2014

		Actual		
	Project budget	Prior years	Current year	Total to date
REVENUES				
Community Development Grant	$ 683,200	$ 29,044	$ 34,150	$ 63,194
	683,200	29,044	34,150	63,194
EXPENDITURES				
Professional Services	73,200	1,125	5,518	6,643
Grants for community projects	610,000	27,919	29,757	57,676
	683,200	29,044	35,275	64,319
REVENUES OVER (UNDER) EXPENDITURES	-	-	(1,125)	(1,125)
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	$ -	$ -	(1,125)	$ (1,125)
FUND BALANCE, JULY 1			-	
FUND BALANCE, MARCH 31			$ (1,125)	

Village of Pinehurst
Residential Assurance Trust Fund Summary
Nine Months Ended March 31, 2014

Residential Assurance Trust Fund

Deposits at June 30, 2013	$	50,000
Deposits received through March 31, 2014		-
Deposits refunded through March 31, 2014		(50,000)
Deposits at March 31, 2014	$	-

Village of Pinehurst
Schedule of General Long Term Debt
Fiscal Year Ended June 30, 2014

	Balance at 03/31/14	Balance at 03/31/13	Increase (Decrease)
Fire Station			
$2,500,000; due in 30 semi-annual payments of fixed principal of $83,334 plus interest @ 3.44%; collateralized by Fire Station bldg; final payment due on 3/15/2020	$ 1,000,000	$ 1,166,667	$ (166,667)
Fair Barn			
$1,000,000; due in 40 semi-annual payments consisting of fixed principal of $25,000 plus interest @ 4.60%; collateralized by Fair Barn bldg; final payment due on 3/11/22.	400,000	450,000	(50,000)
67.04 Acres (Chicken Plant Road)			
$500,000; due in 30 semi-annual payments consisting of fixed principal of $16,667 plus interest @ 3.98%; collateralized by 67.04 acres of land; final payment due 4/17/18	133,333	166,667	(33,334)
2009 Firetruck			
$500,000; due in 14 semi-annual payments of $42,037 beginning on 6/1/10; final payment due on 12/1/16; interest @ 4.43% with a 35% interest rebate on each payment; collateralized by firetruck	233,580	304,985	(71,405)
Capital Lease			
SAN Storage; due in 3 annual payments of $20,932 beginning on 01/14/13; final payment due on 01/14/15; interest at 5.5%; title passes to the Village at the end of the lease term.	19,760	59,503	(39,743)
2013 Firetruck			
$550,000; due in 14 semi-annual payments of $41,917 beginning on 2/1/14; final payment due on 8/1/20; interest @ 1.75%; collateralized by firetruck	512,961	-	512,961
	2,299,634	2,147,822	151,812
Unfunded Pension Benefit Obligation	173,403	158,492	14,911
Accumulated Vacation	631,850	582,558	49,292
	805,253	741,050	64,203
	$ 3,104,887	$ 2,888,872	$ 216,015

Village of Pinehurst
Schedule of Interfund Transfers
Nine Months Ended March 31, 2014

	Budgeted		Actual	
	Transfers In	Transfers Out	Transfers In	Transfers Out
General Fund Transfers:				
Interest Residential Assurance Fund	$ 7,933	$ -	$ 7,933	$ -
Interest Residential Assurance Fund	-	7,933	-	7,933
	$ 7,933	$ 7,933	$ 7,933	$ 7,933

Village of Pinehurst
Schedule of Ad Valorem Property Tax Collections
Nine Months Ended March 31, 2014

Real and Personal

Tax Year	Nine Months Ended March 31, 2014 Budgeted Collections	Gross Collections	% Collected Through 03/31/14	Nine Months Ended March 31, 2013 Budgeted Collections	Gross Collections	% Collected Through 03/31/13
Third Prior Year	$ -	$ 151	100.00%	$ -	$ 158	100.00%
Second Prior Year	-	18	100.00%	-	125	100.00%
First Prior Year	5,000	2,680	53.60%	5,000	1,697	33.94%
Current Year	9,110,000	9,055,374	99.40%	9,050,000	9,004,294	99.49%
	$ 9,115,000	$ 9,058,223	99.38%	$ 9,055,000	$ 9,006,274	99.46%

Motor Vehicles

Tax Year	Nine Months Ended March 31, 2014 Budgeted Collections	Gross Collections	% Collected Through 03/31/14	Nine Months Ended March 31, 2013 Budgeted Collections	Gross Collections	% Collected Through 03/31/13
Third Prior Year	$ -	$ 449	100.00%	$ -	$ 513	100.00%
Second Prior Year	-	733	100.00%	-	119	100.00%
First Prior Year *	2,000	43,788	2189.40%	8,000	7,301	91.26%
Current Year **	565,000	472,714	83.67%	440,000	351,972	79.99%
	$ 567,000	$ 517,684	91.30%	$ 448,000	$ 359,905	80.34%

* Includes amounts collected in July and August through the DMV that were previously recorded as Current Year using the staggerd method of vehicle levy and collection.

** FY 2014 will contain 16 months of motor vehicle taxes. This is due to the conversion to the tax-and-tag-together system effective September 1, 2013.

Village of Pinehurst
Schedule of Ad Valorem Property Tax Levy
Nine Months Ended March 31, 2014

Property Valuation

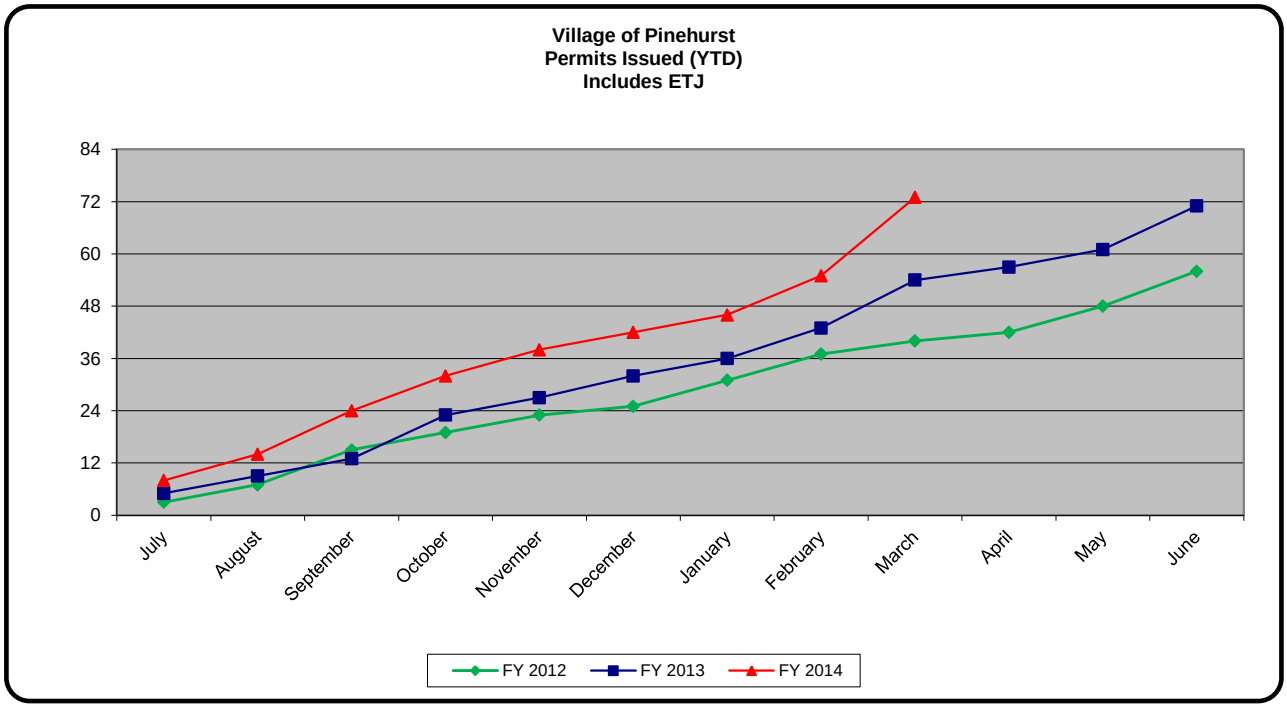
	Nine Months Ended March 31, 2014	Nine Months Ended March 31, 2013	Dollar Increase (Decrease)	Percentage Increase (Decrease)
Real & Personal	$ 3,253,572,804	$ 3,240,147,422	$ 13,425,382	0.41%
Motor Vehicles	190,474,807	150,000,095	40,474,712	26.98%
Municipal Service District	-	7,348,436	(7,348,436)	-100.00%
	$ 3,444,047,611	$ 3,397,495,953	$ 46,551,658	1.37%

Levy

	Nine Months Ended March 31, 2014	Nine Months Ended March 31, 2013	Dollar Increase (Decrease)	Percentage Increase (Decrease)
Real & Personal	$ 9,111,619	$ 9,073,298	$ 38,321	0.42%
Motor Vehicles	534,694	420,059	114,635	27.29%
Municipal Service District	-	3,674	(3,674)	-100.00%
	$ 9,646,313	$ 9,497,031	$ 149,282	1.57%

Village of Pinehurst
Residential Building Permits - Includes ETJ

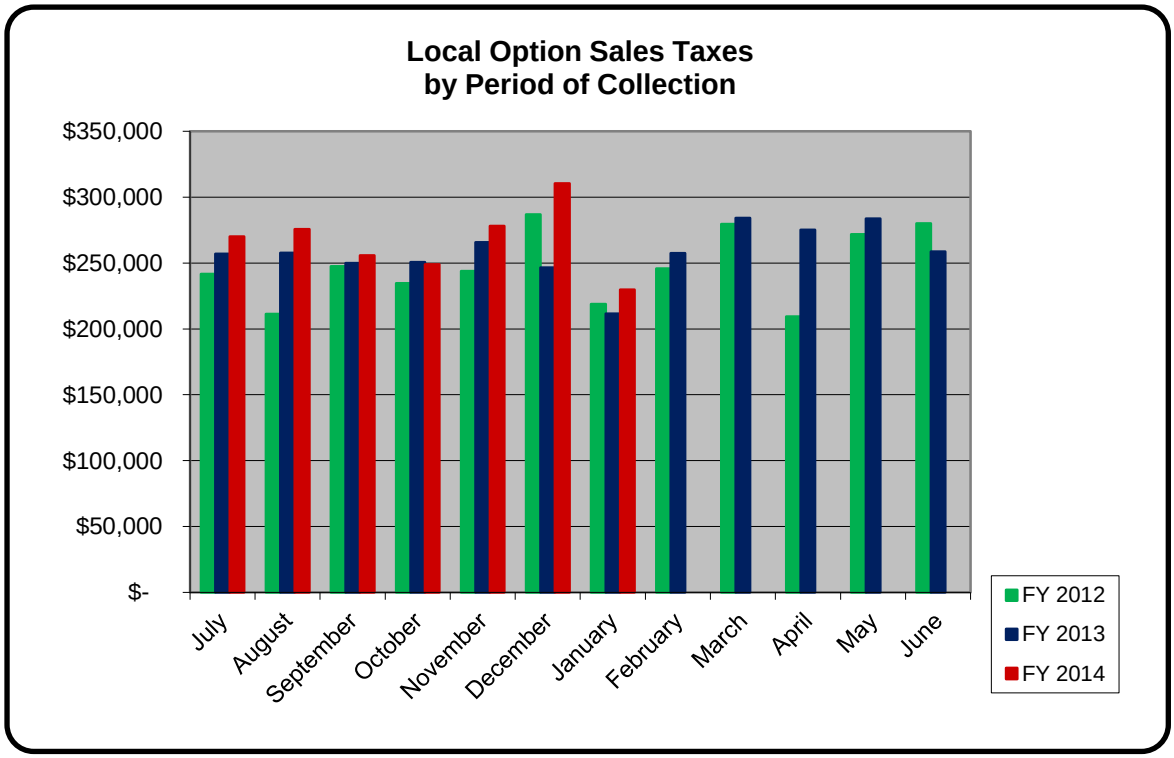
	FY 2012		FY 2013		FY 2014		Construction Costs Percentage Change YTD
	# of Permits Issued	Est. Construction Costs	# of Permits Issued	Est. Construction Costs	# of Permits Issued	Est. Construction Costs	
July	3	$ 900,000	5	$ 1,418,713	8	$ 1,579,000	11.30%
August	4	653,570	4	2,380,000	6	1,624,120	-15.68%
September	8	2,055,000	4	1,108,000	10	1,698,171	-0.11%
October	4	775,000	10	2,531,000	8	3,444,648	12.21%
November	4	1,420,000	4	815,000	6	1,195,000	15.61%
December	2	977,000	5	1,417,000	4	1,141,400	10.47%
January	6	761,542	4	764,000	4	1,216,800	14.05%
February	6	1,836,000	7	1,706,000	9	1,608,000	11.26%
March	3	901,700	11	2,812,700	18	3,864,200	16.18%
April	2	500,000	3	790,237			
May	6	1,295,000	4	1,085,000			
June	8	2,324,910	10	1,619,900			
YTD	56	$ 14,399,722	71	$ 18,447,550	73	$ 17,371,339	



Village of Pinehurst
Local Option Sales Taxes

	FY 2012	FY 2013	FY 2014	Same Month Change From Prior Year
July	$ 241,619	$ 256,870	$ 269,967	5.10%
August	211,176	257,725	275,713	6.98%
September	247,359	249,925	255,685	2.30%
October	234,651	250,726	248,959	-0.70%
November	243,899	265,785	278,014	4.60%
December	286,682	246,614	310,229	25.80%
January	218,741	211,509	229,653	8.58%
February	245,856	257,455	-	
March	279,581	284,085	-	
April	209,374	275,036	-	
May	271,658	283,616	-	
June	280,027	258,733	-	
YTD	$ 2,970,623	$ 3,098,079	$ 1,868,220	

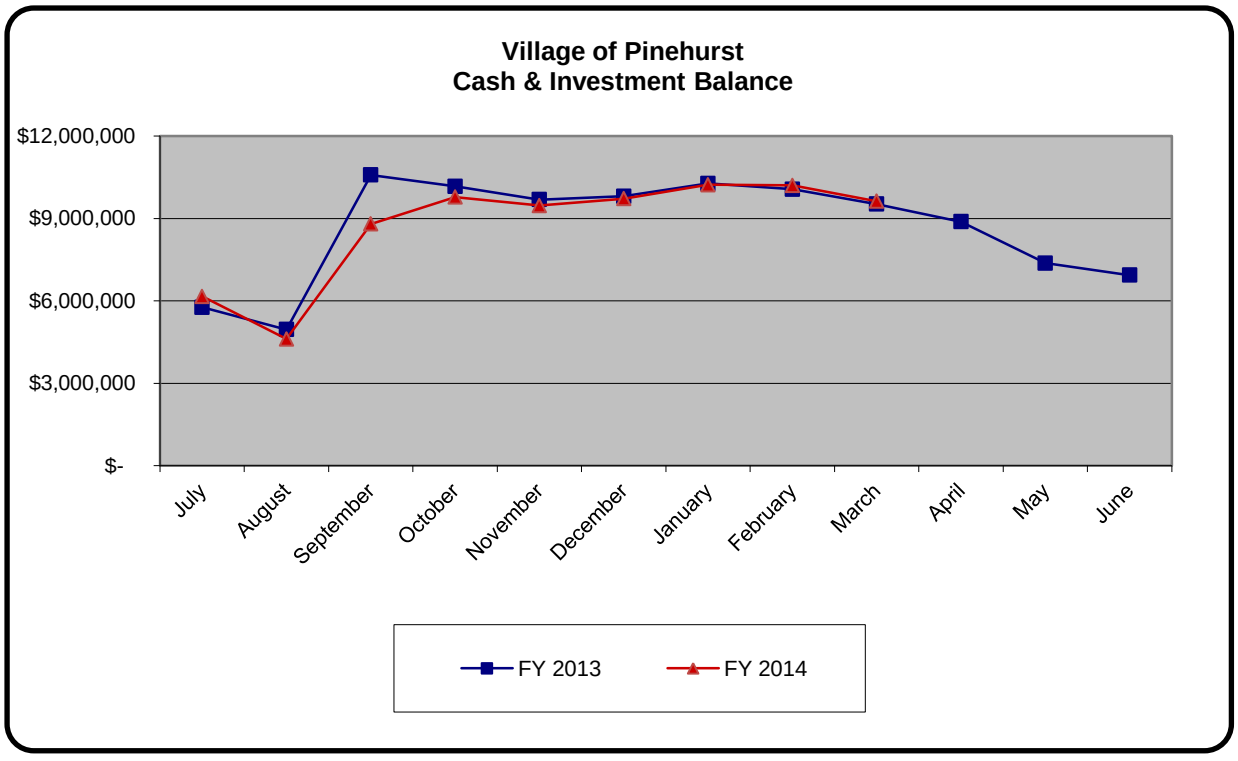
* Estimate



Village of Pinehurst
Investment Yield Summary

	FY 2013			FY 2014		
	Cash Balance	Investment Earnings	Investment Yield*	Cash Balance	Investment Earnings	Investment Yield*
July	$ 5,762,591	$ (3,971)	-0.83%	$ 6,163,553	$ 5,345	0.99%
August	4,956,569	51	0.01%	4,609,828	19	0.00%
September	10,583,377	100	0.02%	8,799,599	24	0.00%
October	10,168,497	286	0.03%	9,777,850	1,940	0.25%
November	9,683,202	222	0.03%	9,471,301	53	0.01%
December	9,808,087	301	0.04%	9,722,307	52	0.01%
January	10,271,734	2,784	0.34%	10,223,815	56	0.01%
February	10,064,742	185	0.02%	10,200,186	3,560	0.42%
March	9,524,191	292	0.04%	9,629,106	57	0.01%
April	8,878,255	6,183	0.82%			
May	7,370,077	168	0.03%			
June	6,937,783	6,866	1.17%			
Average	$ 8,667,425	$ 13,467	0.16%	$ 8,733,061	$ 11,106	0.13%

* Investment yield is presented on a cash basis.

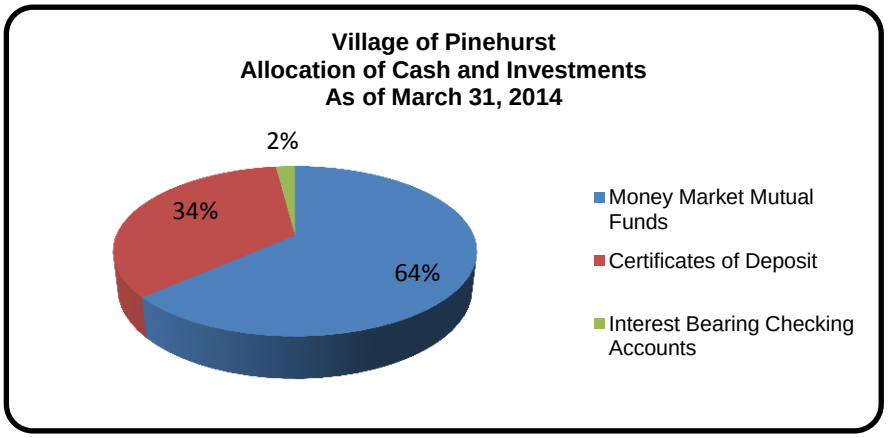


Village of Pinehurst
Cash and Investment Schedule
As of March 31, 2014

Investment	Bond Ratings (Moodys/S&P)	Purchase Date	Maturity Date	Cost
Money Market Mutual Funds				
North Carolina Capital Management Trust	AAAm			6,515,445
Certificates of Deposit				
First Bank	3.5 star	07/29/13	07/29/14	1,520,549
BB&T Capital Markets	4 star	10/03/13	10/03/14	504,669
BB&T Capital Markets	4 star	08/02/13	08/01/14	500,000
First Bank	3.5 star	01/17/14	01/17/15	500,000
Interest Bearing Checking Accounts				
PNC Bank Operating				88,444
Petty Cash				1,568
Total Cash and Investments				$ 9,630,674
Total Cash and Investments (same quarter previous year)				$ 9,809,087

Summary of Cash and Investments

Money Market Mutual Funds	$ 6,515,445
Certificates of Deposit	3,025,218
Interest Bearing Checking Accounts	88,444
Petty Cash	1,568
	$ 9,630,674



Village of Pinehurst
Schedule of Fund Balance - General Fund
March 31, 2014

	Fund Balance at 03/31/14	Fund Balance at 03/31/13
General Fund		
Nonspendable:		
Inventory	$ 46,126	$ 49,498
Prepaid Items	5,935	5,035
Restricted:		
Stabilization by State Statute	2,627,644	3,836,551
Transportation	464,341	472,762
Assigned		
Subsequent year's expenditures	882,272	2,131,240
Unassigned	6,395,098	3,786,351
	$ 10,421,416	$ 10,281,437

Village of Pinehurst
Schedule of Budget Amendments - General Fund
For the Fiscal Year Ended June 30, 2014

As of March 31, 2014

	ORIGINAL 2013-2014 BUDGET	Amended * Qtr Ended 09/30/13	Amended Qtr Ended 12/31/13	Amended Qtr Ended 03/31/14	Amended Qtr Ended 06/30/14	Total Amendments	Amended 2013-2014 Budget
REVENUES							
Ad valorem taxes	$ 9,682,000					$ -	$ 9,682,000
Other taxes and licenses	2,591,700					-	2,591,700
Unrestricted Intergov't Revenues	1,617,200			-		-	1,617,200
Restricted Intergov't Revenues	552,755	(19,500)		13,000		(6,500)	546,255
Permits & Fees	1,241,250					-	1,241,250
Sales & Services	484,015			30,000		30,000	514,015
Other Revenues	221,480	3,500		235,617		239,117	460,597
Assessments	-	-	-	12,410	-	12,410	12,410
Investment Income	20,500					-	20,500
Other Financing Sources	550,000			7,933		7,933	557,933
Appropriated Fund Balance	601,175	473,397	40,000	(232,300)		281,097	882,272
TOTAL REVENUES	**$ 17,562,075**	**$ 457,397**	**$ 40,000**	**$ 66,660**	**$ -**	**$ 564,057**	**$ 18,126,132**
OPERATING EXPENDITURES							
Governing Body	216,500			20,000		20,000	236,500
Administration	1,055,090		30,000			30,000	1,085,090
Financial Services	587,460					-	587,460
Human Resources	413,530			(35,000)		(35,000)	378,530
Police	2,695,730	39,710	6,000	52,050		97,760	2,793,490
Fire	2,530,590	29,512		17,250		46,762	2,577,352
Inspections	226,600			1,200		1,200	227,800
Public Services Administration	369,290		7,000			7,000	376,290
Streets & Grounds	1,274,785	16,800		82,560		99,360	1,374,145
Powell Bill	801,800					-	801,800
Solid Waste	1,278,900		120,000	60,000		180,000	1,458,900
Planning	627,410	25,000	(8,500)	4,800		21,300	648,710
Community Development	395,000	18,000	48,250	10,000		76,250	471,250
Recreation	1,092,070	4,454	36,750			41,204	1,133,274
Library	360,000					-	360,000
Harness Track	524,270					-	524,270
Fair Barn	262,830			3,800		3,800	266,630
Contingency	50,000	(8,300)	(3,500)			(11,800)	38,200
Debt Service	468,220	-				-	468,220
Other Financing Uses	-					-	-
Total Operating Expenditures	15,230,075	125,176	236,000	216,660	-	577,836	15,807,911
CAPITAL EXPENDITURES							
Governing Body	-					-	-
Administration	150,050		(30,000)			(30,000)	120,050
Financial Services	450						450
Human Resources	10,225						10,225
Police	105,600		(66,000)			(66,000)	39,600
Fire	586,125					-	586,125
Inspections	120					-	120
Public Services Administration	7,565		(7,000)				565
Streets & Grounds	574,365		(80,000)	(118,000)		(198,000)	376,365
Solid Waste	245,225		(5,000)	(32,000)		(37,000)	208,225
Planning	175					-	175
Community Development	285,000	143,327	57,000			200,327	485,327
Recreation	215,375	188,894	(35,000)			153,894	369,269
Harness Track	139,150		(30,000)			(30,000)	109,150
Fair Barn	12,575					-	12,575
Total Capital Expenditures	$ 2,332,000	$ 332,221	$ (196,000)	$ (150,000)	$ -	$ (6,779)	$ 2,318,221
TOTAL EXPENDITURES	**$ 17,562,075**	**$ 457,397**	**$ 40,000**	**$ 66,660**	**$ -**	**$ 571,057**	**$ 18,126,132**

* Includes $425,397 that was reappropriated from FY 2012-13.

Village of Pinehurst
Schedule of Harness Track and Fair Barn Revenues and Expenditures
Nine Months Ended March 31, 2014

	Annual Budget as of 3/31/14	Quarterly Budget as of 3/31/14	Actual 3/31/14	YTD as of 3/31/2013	Current Year Over (Under) Prior Year	% of 2014 Budget Spent / Received YTD
Fair Barn						
Revenues	$ 183,000	$ 139,250	$ 157,254	$ 116,445	$ 40,809	85.93%
Expenditures						
Operating	262,830	201,249	145,810	147,754	(1,944)	55.48%
Capital	12,575	12,575	-	85,067	(85,067)	0.00%
Debt Service	70,125	70,125	70,126	72,426	(2,300)	100.00%
	345,530	283,949	215,936	305,247	(89,311)	62.49%
Net	$ (162,530)	$ (144,699)	$ (58,682)	$ (188,802)	$ 130,120	36.11%
Operating Revenues as a % of Operating Expenditures	70%	69%	108%	79%		
Target			78%			
Harness Track						
Revenues	$ 237,515	$ 221,017	$ 226,934	$ 232,680	$ (5,746)	95.55%
Expenditures						
Operating	528,070	411,482	333,535	294,331	39,204	63.16%
Capital	109,150	84,150	51,570	153,518	(101,948)	47.25%
	637,220	495,632	385,105	447,849	(62,744)	60.44%
Net	$ (399,705)	$ (274,615)	$ (158,171)	$ (215,169)	$ 56,998	39.57%
Operating Revenues as a % of Operating Expenditures	45%	54%	68%	79%		
Target			53%			

BICYCLE AND PEDESTRIAN MASTER PLAN CONSULTANT CONTRACT

ADDITIONAL AGENDA DETAILS:

FROM:
Mark Wagner

CC:
Andy Wilkison, Jeff Batton

DATE OF MEMO:
5/5/2014

MEMO DETAILS:

I am seeking Council approval for two contracts as they relate to the development of the Village's Comprehensive Bicycle and Pedestrian Plans. The Steering Committee formed to work on the development of the plans has selected McGill Associates to be the consultants after interviewing the three firms who responded to the RFP: Alta Planning, McGill Associates, and the Triangle J Council of Government.

NCDOT has been reviewing the proposed contract with McGill Associates since late February and has now issued the Village a Notice to Proceed for the plan development. The cost of the Bicycle Plan is $65,000 in total, with $45,500 being reimbursed by NCDOT. The cost of the accompanying Pedestrian Plan is $17,500 which will be fully funded by the Village.

Now that we have the Notice to Proceed we can begin work on the two plans once Council approves the two contracts. Attached are the two (2) contracts with McGill Associates for the Bicycle and Pedestrian Plans, as well as a copy of the executed Municipal Reimbursement Agreement signed by NCDOT.

Once we have the contracts signed and purchase orders in place, we can begin our meetings, data collection/assessment, seek public input, etc.

If you have any questions or would like additional information, please let me know.

Thank you.

ATTACHMENTS:

Description

- NCDOT Agreement
- Notice to Proceed - NCDOT
- McGill Contract- Pedestrian Plan
- McGill Contract- Bicycle Plan

NORTH CAROLINA

MOORE COUNTY

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

VILLAGE PINEHURST

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 06/07/2013

TIP #: M-0459

WBS Elements: PE 50083.~~1.8~~ .2.7

ROW

CON

OTHER FUNDING:

FEDERAL-AID NUMBER: SPR-0829 (6)

CFDA #: 20.205

Total Funds [NCDOT Participation] $45,500

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Village Pinehurst, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Bike/Pedestrian funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the Village Pinehurst has requested federal funding for a Comprehensive Pedestrian Plan, hereinafter referred to as the Project, in Moore County, North Carolina; and,

WHEREAS, in accordance with G.S. 133-66.2.1, the NC General Assembly requires each Municipality to develop a comprehensive plan that will serve present and anticipated travel demand; and,

WHEREAS, the Department's Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Branch (TPB) have created a matching grant program to fund plan development to encourage the development of comprehensive municipal bicycle plans and pedestrian plans; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of $45,500 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality

and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

SCOPE OF PROJECT

The Project consists of the development and production of a Comprehensive Bicycle Transportation Plan in accordance with Departmental Policies and Procedures.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Planning and Production of a Comprehensive Bicycle Transportation Plan

as further set forth in this Agreement.

FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Forty Five Thousand Five Hundred Dollars ($45,500), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match $	Non-Federal Match Rate
Bike/Pedestrian	$45,500	70%	$19,500	30%
Total Estimated Cost		**$65,000**		

TIME FRAME

The Municipality shall complete the Project by July 31, 2015.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress according to the milestone dates or the Department and/or FHWA reserves the right to de-obligate said funding.

AUTHORIZATION

Upon receipt of an executed agreement, the Department will authorize funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality uses Professional Services or in-house staff to accomplish work.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts.* Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.

All Professional Services Firms shall be pre-qualified by the Department.

If the proposed contract exceeds $30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional

Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

COMPREHENSIVE PLAN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Comprehensive Plan, developed in accordance with the Department's Template for Bicycle and Pedestrian Plans. The Comprehensive Plan will address (but not be limited to) the following:

A) Introduction / Executive Summary

B) Evaluating Current Conditions

C) Existing Plans, Programs, and Policies

D) Develop Bicycle or Pedestrian System Plan

E) Facility Standards and Guidelines

F) Ancillary Facilities and Programs

G) Project Development

H) Maps and Illustrations

I) Recommendations

J) Implementing the Plan

SUBMITTAL REQUIREMENTS

The Municipality shall submit two copies of the final draft of the Comprehensive Plan to the Department for review and approval. The DBPT and the TPB shall review and approve said final draft and any necessary revisions within six months.

COMPLETION

The Department shall accept completion of the Project under the following conditions;

A. The City Council of the Municipality shall consider the adoption of the Comprehensive Plan, as approved by the Department. If the Council requests significant changes prior to adoption, the Municipality must resubmit the Council-approved Comprehensive Plan to the Department for re-approval.

B. The Municipality shall submit digital files and five (5) hard copies of the approved Comprehensive Plan, in a format compatible with Department and Municipal requirements. GIS shapefiles shall adhere to DBPT standard format regarding nomenclature, structure and minimal attributes/variables. Photo and map design/resolution shall also meet minimum DBPT standards. The Municipality shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

PROJECT DOCUMENTS

All documents, including digital files, will become the property of the Municipality and the Department. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the Department in other publications, on the DBPT website and for display purposes. The Department shall be credited for its participation in all documents, publicity, announcements and materials prepared by the municipality for public meetings.

REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Planning and Production of a Comprehensive Bicycle Transportation Plan.

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

  Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

  At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of $45,500 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at http://www.ncdot.gov/programs/Enhancement/ProjectAdministration/Forms/.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures which detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Bike/Ped funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

BY: Lauren M Craig

TITLE: Village Clerk

VILLAGE PINEHURST

BY: Nancy Roy Fiorillo

TITLE: MAYOR

DATE: 8/20/2013

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by Nancy Roy Fiorillo of Village Pinehurst as attested to by the signature of Lauren M. Craig Clerk of the Village of Pinehurst on 8/20/13 (Date)

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

8/12/13
(FINANCE OFFICER)

(SEAL)

VILLAGE OF PINEHURST CORPORATE SEAL NORTH CAROLINA

Federal Tax Identification Number

56-1211319

Village Pinehurst

Remittance Address:

395 Magnolia Rd.
Pinehurst, NC 28374

DEPARTMENT OF TRANSPORTATION

BY:
(DEPUTY SECRETARY FOR TRANSIT)

DATE: September 12, 2013

APPROVED BY BOARD OF TRANSPORTATION ITEM O: July 11, 2013 (Date)

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PATRICK L. MCCRORY
GOVERNOR

1501 MAIL SERVICE CENTER, RALEIGH, N.C. 27699-1501

ANTHONY J. TATA
SECRETARY

Mr. Mark Wagner
Director of Parks and Recreation
Village of Pinehurst
395 Magnolia Rd.
Pinehurst, NC 28374

April 28, 2014

Re: **Notice to Proceed,** WBS No. 50083.2.7
NC DOT Bicycle Planning Grant
Locally Administered Project

Dear Mr. Wagner,

This letter is to authorize tasks found in the Agreement for a Locally Administered Project, dated June 7, 2013, for professional services related to the development of a Comprehensive Bicycle Plan for the Village of Pinehurst, NC.

We agree that the total cost of the study and the plan will not exceed $65,000. The tasks authorized from NC DOT are for a reimbursement amount of up to 70%, not to exceed $45,500. Any cost or expense incurred in addition to this amount and/or not in accordance with the scope of services and the Municipal Reimbursement Agreement (MRA) will be the responsibility of the Town. The Town shall submit no more than three (3) invoices for reimbursement. The final reimbursement will be withheld until final approval of the plan by NC DOT. Please submit all invoices to Robert F. Mosher, Jr., Planning Program Manager, Division of Bicycle and Pedestrian Transportation, NCDOT, 1552 Mail Service Center, Raleigh, NC 27688-1552.

The Division of Bicycle and Pedestrian Transportation looks forward to the successful completion of this plan. Please feel free to contact me if you have any questions. Your copy of the Municipal Reimbursement Agreement is enclosed with this letter.

Sincerely,

Robert F. Mosher, Jr.
NC Division of Bicycle and Pedestrian Transportation

Cc: Lauren Blackburn, AICP, Director

Village of Pinehurst
NORTH CAROLINA

AGREEMENT FOR COMPREHENSIVE PEDESTRIAN PLANNING SERVICES

This Agreement, is effective as of the _____ day of _____, 2014, by and between The Village of Pinehurst, a local government duly organized under the laws of the State of North Carolina, (hereinafter referred to as "Village" or "Client"); and McGill Associates, a corporation duly organized under the laws of the State of North Carolina, with its principal place of business at 5 Regional Circle, Suite A, Pinehurst, North Carolina 28374 (hereinafter referred to as "McGill" or "Consultant").

ARTICLE I: Employment

1.1 The Client hereby employs the Consultant as an independent contractor to render Pedestrian planning services for the preparation of a comprehensive Pedestrian Plan for the Village of Pinehurst. The Consultant will also be preparing a separate Comprehensive Bicycle Plan for the client via separate Agreement. The two plans are intended to be completed concurrently with shared public input meetings and steering committee meetings.

ARTICLE II: Scope of Work

The Consultant will provide the following services and render the scope of work defined within this Article in completing the Comprehensive Pedestrian Plan.

Task 1: Project Kick-off Meeting

Prior to beginning work, McGill Associates will meet the Village of Pinehurst project management staff. This would be the first official Steering Committee meeting of four. The purpose of this Kick-off meeting will include the following:

- Village staff, McGill staff, and their Subconsultant will review this scope of services and any ground rules upon which the Comprehensive Plan will be prepared.
- Village staff, McGill staff, and their Subconsultant will discuss and determine public notification requirements.
- Village staff will explain the financial administration of the contract.
- McGill staff and their Subconsultant will gain an understanding of Village Staff and Committee visions, goals, and objectives for this Plan and begin discussion about target areas in Pinehurst, including points of interest, and development areas.

Additionally, McGill will discuss all Plan review procedures so that information and communications can be handled quickly and efficiently among the organizations involved in the comprehensive pedestrian planning process. McGill Associates will also provide monthly progress reporting emails to the Parks and Recreation Director throughout the process.

Task 2: Data Collection/Assessment

Immediately following the Kick-off Meeting, McGill staff and their Subconsultant will begin preliminary assessments of the Village of Pinehurst landscapes and specified pedestrian corridors. These include target areas specified at the Kick-off meeting and pedestrian conflict areas.

This task also consists largely of gathering pertinent planning, environmental, land use and engineering information and materials needed to develop the Plan. The information gathered will include data necessary to perform adequate evaluation of the environmental, transportation and recreation aspects of potential pedestrian resources. Village staff and other applicable organizations shall assist McGill with this data collection task. McGill Associates will review all policies and ordinances and make recommendations to enhance these by simple rewrites.

McGill Associates will assist in completing an inventory map of pedestrian facilities (sidewalks, greenways, and other pedestrian facilities) within the project study area, and map existing pedestrian corridors using a combination of Global Positioning Systems (GPS), aerial photography, site visits, and local knowledge. McGill Associates will compile and assemble the information into a cohesive and easy to understand set of composite maps that can assist in defining the opportunities and constraints for pedestrian improvements. McGill will utilize Geographic Information Systems (GIS) as the basis for producing maps associated with this project. All maps will be prepared in ArcGIS Version 9.2.

Task 3: Public Involvement

McGill Associates shall implement several different public communication strategies throughout the master planning process.

First, McGill shall meet regularly with the Village staff and local representatives throughout the duration of the project to obtain guidance and define the overall direction for the Plan. This will occur in the form of four Steering Committee meetings.

Second, McGill shall generate ideas for creative public input strategies with the Steering Committee, including the potential for public input to be gathered during popular local events or festivals. The strategy shall include an instrument to evaluate resident and visitor perceptions on destinations, obstacles and opportunities.

Third, McGill shall develop questionnaire/survey forms that the Village can publish and distribute through its monthly newsletter and at public meetings to solicit important information

about pedestrian issues within Pinehurst. The forms shall also be available for residents to complete on-line via the Village's website or other websites.

Finally, McGill shall assist the Village in conducting two (2) open house workshops and two (2) additional public outreach meetings at local events for the public to share information about the project, gather community input, and generate further support for the Comprehensive Pedestrian Plan. McGill staff shall meet with the Village's Parks and Recreation Director prior to the workshops to discuss and coordinate the items to be presented. McGill shall be responsible for preparing agendas, presentations, handouts, displays, and other materials needed to conduct the meetings. Draft copies of these items will be provided to the Director at least two (2) weeks prior to the meeting.

At open house number one, McGill shall discuss the current status of the pedestrian system, deficiencies in the system, and issues defined by the citizens. The goal will be to understand the goals and visions, both general and specific, of Pinehurst citizens.

At the second open house, McGill shall assist the Village in presenting a draft plan with the preliminary pedestrian network maps, and discuss the prioritization program for improvements. Feedback from the public will then be used to produce final Plan recommendations. McGill Associates will provide suggestions for consideration of different public meeting ideas, formats, and publicizing in order to gain attendance.

The purpose of the two (2) additional public outreach meetings is to attend local events that are well attended by residents to gather input, distribute survey's and educate the public about the project.

Task 4: Preliminary Comprehensive Pedestrian Plan

Based on recommendations received through the public workshops, meetings, and comment forms, McGill Associates will prepare a Preliminary Comprehensive Pedestrian Plan in accordance with the recommended NCDOT Bicycle and Pedestrian Planning Grant Initiative Template for Pedestrian Plans. In addition, McGill Associates will address previous planning efforts. The Plan will be comprehensive, addressing all existing and recommended sidewalk and greenway corridors. It will also focus on specific areas of Pinehurst including downtown, points of interest, schools, regional connectivity, and other focus areas identified by the Village to identify means to create more pedestrian-friendly environments.

This Preliminary Plan will be provided to the Village in a MS Office or Adobe Acrobat format. Maps will be prepared in ArcGIS 9.2 format.

Task 5: Client Review

McGill shall submit the draft Plan to the Village of Pinehurst for review, and shall meet with staff and the steering committee to review the work prior to holding the second public open house meeting. After the second open house meeting, McGill shall update the draft and submit to the Village for review and approval. No submittals to NCDOT are expected to be necessary.

Task 6: Final Plan

After the reviews have been completed, McGill shall take all comments provided by the staff, steering committee, and general public, revise the master plan, and produce a final Comprehensive Pedestrian Plan for the Village. The final plan shall be a bound document with reduced maps and an Adobe Acrobat file with an executable table of contents suitable for digital distribution. Official maps shall be produced on 24" x 36" sheets. McGill's final products will be delivered to the Village in ArcGIS 9.2, MS Office and Adobe Acrobat format.

McGill will provide the Village with five (5) printed digital copies of the completed Plan and maps along with a digital version and associated digital maps and GIS files.

After the Plan has been completed, McGill will make a final presentation of the Plan to the Village Planning Board and Village Council and participate in a final public hearing prior to adoption. McGill shall provide handouts and other presentations materials no later than two (2) weeks prior to these meetings.

ARTICLE III: Contract Completion Date

3.1 The services to be rendered by the Consultant referred to herein shall be performed by the Consultant and completed by 18 months from the receipt of a Notice to Proceed from the Village, unless completion is delayed, or if interruptions occur through no fault or neglect of the Consultant, its employees or subcontractors.

The schedule below follows the same schedule for the completion of the Village's Comprehensive Bicycle Plan, concurrently with the Pedestrian Plan. The schedule assumes that the Village Council will adopt both plans at the same time; however, the Village may choose to adopt the Pedestrian Plan prior to the Bicycle Plan since no review by NCDOT is necessary.

3.2 Timeframe for Completing Work	Estimated Completion
Notice to Proceed	May 2014
Task 1: Kick Off Meeting (Steer. Comm. #1)	May 2014
Task 2: Begin Data Collection/Assessment	May 2014
Task 3: Public Involvement	June 2014
Steer. Comm. #2	July 2014
Public Open House #1	July 2014

Steer. Comm. #3	September 2014
Public Open House #2	November 2014
Task 4: Draft Plan	December 2014
Task 5: Client Review	June 2015
Steer. Comm. #4	June 2015
Task 6: Complete Final Plan	October 2015
Final Plan Adopted	October 2015

ARTICLE IV: Fees of Consultant

4.1 The total fee for all services defined within Article II shall be equal to and not exceed seventeen thousand five hundred dollars ($17,500) USD. This fee assumes that all steering committee meetings, open house meetings, and other public outreach meetings will be held in conjunction with the same meetings for the Comprehensive Bicycle Plan.

4.2 Hourly rates of consultant: The following rates will be used to compute additional services for the project as requested and approved by the Village.

McGill Associates Hourly Rates

See Attachment A: McGill Associates Standard Hourly Rates

ARTICLE V: Payment of Fees

5.1 Fees for services rendered by McGill Associates shall be paid upon submission of invoices by the Consultant that indicate the percentage of work completed in the previous 30-day period. Invoices shall be due and payable upon receipt.

5.2 Fees for additional services, outside the Scope of Services set forth in Article 2 hereof, that have been requested by the Client, and performed by the Consultant, and for which a Change Order, in writing, setting forth the services to be rendered and cost of services, signed by both Client and the Consultant, shall be paid upon completion of the additional services requested to be performed and submission of an invoice with such itemization as required for other services by the Consultant to Client.

ARTICLE VI: Reimbursable Expenses

6.1 Reimbursable Expenses are included in the fee defined in Article IV and include travel expenses and the printing of interim and final reports.

ARTICLE VII: Termination of Agreement

7.1 The Client reserves the right, on the giving it of written notice to the Consultant, to terminate this agreement or to suspend and abandon the project and all work connected with the project.

7.2 On the termination of this agreement, the suspension, or abandonment of the project by the Client, the Client shall pay the Consultant, as full payment for all services performed and all expenses incurred by the Consultant under this agreement, all sums actually due and owing the Consultant from the Client under this agreement on the day the written notice is received by the Consultant, plus reasonable value of all work performed under the agreement by the

Consultant up to the time he receives such notice for which payment is, at the time notice is received by the Consultant, not yet due and payable.

7.3 On termination of this agreement and payment of the sum specified herein, the Consultant shall immediately deliver to Client any drawings, specifications, estimates, studies, plans, data, documents, or instruments, prepared, compiled, or collected pursuant to this agreement by the Consultant, without the payment of additional compensation to the Consultant by Client.

ARTICLE VIII: Force Majeure

8.1 In the event of any delay in performance by Consultant due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God, beyond the reasonable control of the Consultant, Consultant shall be under no liability for loss or damages as a result of such delay caused to the Client and performance under this agreement shall be suspended during such delay. Upon cessation of the delay, the agreement shall become fully operative.

ARTICLE IX: Ownership of Documents

9.1 All designs, drawings, specifications, technical data, studies, reports, documents, instruments and other similar items produced by the Consultant in the performance of this agreement shall be the sole property of the Client. Client is vested with all rights therein of whatever kind and however created. The Consultant agrees that the Client, or representatives, shall have access at all reasonable times to inspect and make copies of all designs, drawings, specifications, technical data, studies, reports, documents and other matters pertaining to the work to be performed under this agreement. The use of plans, drawings, specifications or other work developed in the performance of this agreement by the Consultant, by any person or entity, for any purpose other than the project as defined within this agreement, shall be at the full risk of such person or entity. The Consultant shall not be held liable for any claims for personal injury, property damage or death as a result of the unauthorized use of the work by such person or entity.

ARTICLE X: Successors and Assigns

10.1 The Client and the Consultant, respectively, bind themselves, their successors and assigns and legal representatives to the other party to this agreement and to the successors and assigns of the other party with respect to all covenants, conditions and obligations contained herein. Neither the Client nor the Consultant shall assign, or transfer any interest in, or monies due or to become due under this agreement, without the written consent of the other.

ARTICLE XI: Governing Law

11.1 This agreement shall be governed and construed according to the law of the State of North Carolina.

ARTICLE XII: Indemnity

12.1 The Consultant agrees to indemnify and hold the Client, its employees, successors, and assigns for any loss, costs, damage, expense, claim, or liability incurred by them as caused by any negligent act, error, or omission by the Consultant or its employees and subcontractors in the performance of the work of this Agreement.

ARTICLE XIII: Insurance

13.1 The Consultant agrees to maintain general, automobile, professional and employer's liability insurance, workmen's compensation insurance in such amounts as set forth on certificates of insurance attached. The Consultant agrees to list the Client as an additional insured on the Consultant's General Liability policy. Consultant agrees to give the Owner thirty (30) days prior written notice in the event of cancellation of any such policy of insurance.

13.2 The following matrix itemizes the type of insurance and the amount of coverage the Consultant maintains on an annual basis.

Type of Insurance	Amount of Coverage	Exp. Date
General Liability	$1,000,000	1-23-2015
Automobile	$1,000,000	1-23-2015
Workers Comp.	$ 500,000	1-23-2015
Employers Liability	$1,000,000	1-23-2015
Professional Liability	$3,000,000	1-23-2015

This agreement is entered into as of the day and year first above written.

Consultant:
McGill Associates

By: _____.
Mike Apke, P.E. Director of Pinehurst Office

Client
Village of Pinehurst

By: _____.
Nancy Roy Fiorillo, Mayor

Attest: _____ 5/12/14 .
Finance Officer

Corporate Seal

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

Village of Pinehurst
NORTH CAROLINA

AGREEMENT FOR COMPREHENSIVE BICYCLE PLANNING SERVICES

This Agreement, is effective as of the _____ day of _____, 2014, by and between The Village of Pinehurst, a local government duly organized under the laws of the State of North Carolina, (hereinafter referred to as "Village" or "Client"); and McGill Associates, a corporation duly organized under the laws of the State of North Carolina, with its principal place of business at 5 Regional Circle, Suite A, Pinehurst, North Carolina 28374 (hereinafter referred to as "McGill" or "Consultant").

ARTICLE I: Employment

1.1 The Client hereby employs the Consultant as an independent contractor to render Bicycle planning services for the preparation of a Comprehensive Transportation Bicycle Plan for the Village of Pinehurst.

ARTICLE II: Scope of Work

The Consultant will provide the following services and render the scope of work defined within this Article in completing the Comprehensive Bicycle Plan.

Task 1: Project Kick-off Meeting

Prior to beginning work, McGill Associates will meet the Village of Pinehurst project management staff and NCDOT project administrator. This would be the first official Steering Committee meeting of four. The purpose of this Kick-off meeting will include the following:

- Village staff, McGill staff, and their Subconsultant will review this scope of services and any ground rules upon which the Comprehensive Plan will be prepared.
- Village staff, McGill staff, and their Subconsultant will discuss and determine public notification requirements.
- Village staff will explain the financial administration of the contract.
- McGill staff and their Subconsultant will gain an understanding of Village Staff and Committee visions, goals, and objectives for this Plan and begin discussion about target areas in Pinehurst, including points of interest, and development areas.

Additionally, McGill will discuss all Plan review procedures so that information and communications can be handled quickly and efficiently among the organizations involved in the comprehensive Bicycle planning process. McGill Associates will also provide monthly progress reporting emails to the Parks and Recreation Director and will produce a quarterly report for the North Carolina Department of Transportation.

[Consultant Staff assigned, Apke, Norris, Ford, Kostelec, Roark]

Task 2: Data Collection/Assessment

Immediately following the Kick-off Meeting, McGill staff and their Subconsultant will begin preliminary assessments of the Village of Pinehurst landscapes and specified Bicycle corridors. These include target areas specified at the Kick-off meeting and Bicycle conflict areas.

This task also consists largely of gathering pertinent planning, environmental, land use and engineering information and materials needed to develop the Plan. The information gathered will include data necessary to perform adequate evaluation of the environmental, transportation and recreation aspects of potential Bicycle resources. Village staff and other applicable organizations shall assist McGill with this data collection task. McGill Associates will review all policies and ordinances and make recommendations to enhance these by simple rewrites.

McGill Associates will assist in completing an inventory map of Bicycle facilities (greenways, bike racks and other Bicycle facilities) within the project study area, and map existing Bicycle corridors using a combination of Global Positioning Systems (GPS), aerial photography, site visits, and local knowledge. McGill Associates will compile and assemble the information into a cohesive and easy to understand set of composite maps that can assist in defining the opportunities and constraints for Bicycle improvements. McGill will utilize Geographic Information Systems (GIS) as the basis for producing maps associated with this project. All maps will be prepared in ArcGIS Version 9.2.

[Consultant Staff assigned, Apke, Norris, Ford, Kostelec, Roark]

Task 3: Public Involvement

McGill Associates shall implement several different public communication strategies throughout the master planning process.

First, McGill shall meet regularly with the Village staff and local representatives throughout the duration of the project to obtain guidance and define the overall direction for the Plan. This will occur in the form of four Steering Committee meetings.

Second, McGill shall generate ideas for creative public input strategies with the Steering Committee, including the potential for public input to be gathered during popular local events or festivals. The strategy shall include an instrument to evaluate resident and visitor perceptions on destinations, obstacles and opportunities.

Third, McGill shall develop questionnaire/survey forms that the Village can publish and distribute through its monthly newsletter and at public meetings to solicit important information

about Bicycle issues within Pinehurst. The forms shall also be available for residents to complete on-line via the Village's website or other websites.

Finally, McGill shall assist the Village in conducting two (2) open house workshops and two (2) additional public outreach meetings at local events for the public to share information about the project, gather community input, and generate further support for the Comprehensive Bicycle Plan. McGill staff shall meet with the Village's Parks and Recreation Director prior to the workshops and outreach meetings to discuss and coordinate the items to be presented. McGill shall be responsible for preparing agendas, presentations, handouts, displays, and other materials needed to conduct the meetings. Draft copies of these items will be provided to the Director at least two (2) weeks prior to the meeting.

At open house number one, McGill shall discuss the status of the Bicycle system, deficiencies in the system, and issues defined by the citizens. The goal will be to understand the goals and visions, both general and specific, of Pinehurst citizens.

At the second open house, McGill shall assist the Village in presenting a draft plan with the preliminary Bicycle network maps, and discuss the prioritization program for improvements. Feedback from the public will then be used to produce final Plan recommendations. McGill Associates will provide suggestions for consideration of different public meeting ideas, formats, and publicizing in order to gain attendance.

The purpose of the two (2) additional public outreach meetings is to attend local events that are well attended by residents to gather input, distribute surveys and educate the public about the project.

[Consultant Staff assigned, Apke, Norris, Ford, Kostelec, Roark]

Task 4: Preliminary Comprehensive Bicycle Plan

Based on recommendations received through the public workshops, meetings, and comment forms, McGill Associates will prepare a Preliminary Comprehensive Bicycle Plan in accordance with the recommended NCDOT Bicycle and Pedestrian Planning Grant Initiative Template for Bicycle Plans. In addition, McGill Associates will address previous planning efforts. The Plan will be comprehensive, addressing all existing and recommended bicycle corridors. It will also focus on specific areas of Pinehurst including downtown, points of interest, schools, regional connectivity, and other focus areas identified by the Village to identify means to create more Bicycle-friendly environments. The plan will be fully compliant with the recommended NCDOT template.

This Preliminary Plan will be provided to the Village in a MS Office or Adobe Acrobat format. Maps will be prepared in ArcGIS 9.2 format. Draft copies will also be provided to the NCDOT Project Administrator assigned to the project.

[Consultant Staff assigned, Apke, Norris, Ford, Kostelec, Roark]

Task 5: Client Review

McGill shall submit the draft Plan to the Village of Pinehurst for review, and shall meet with staff and the steering committee to review the work prior to holding the second public open house meeting. After the second open house meeting, McGill shall update the draft and submit to the Village and to NCDOT for review and approval.

Task 6: Final Plan

After the reviews have been completed, McGill shall take all comments provided by the staff, steering committee, NCDOT, and public and revise the master plan and produce a final Comprehensive Bicycle Plan for the Village. The final plan shall be a bound document with reduced maps and an Adobe Acrobat file with an executable table of contents suitable for digital distribution. Official maps shall be produced on 24" x 36" sheets. McGill's final products will be delivered to the Village in ArcGIS 9.2, MS Office and Adobe Acrobat format. Consultant shall utilize the NCDOT-DBPT geodatabase template in order to ensure statewide consistency regarding GIS data nomenclature, structure, attributes/variables, etc. Photo and map design/resolution shall also meet minimum DBPT standards.

McGill will print five (5) copies of the final Comprehensive Bicycle Plan for the NCDOT along with one digital copy of the Plan and associated digital maps and GIS files. McGill will provide the Village with five (5) printed digital copies of the completed Plan and maps along with a digital version and associated digital maps and GIS files.

After the Plan has been completed, McGill will make a final presentation of the Plan to the Village Planning Board and Village Council and participate in a final public hearing prior to adoption. McGill shall provide handouts and other presentations materials no later than two (2) weeks prior to these meetings.

ARTICLE III: Contract Completion Date

3.1 The services to be rendered by the Consultant referred to herein shall be performed by the Consultant and completed by 18 months from the receipt of a Notice to Proceed from the NCDOT, unless completion is delayed, or if interruptions occur through no fault or neglect of the Consultant, its employees or subcontractors. If the municipality cannot submit the final draft within 18 months, then the municipality must submit a written request for an extension of up to six more months.

Once the Plan has been received by NCDOT, the NCDOT project administrator has six months to review the Plan. This time period includes any revisions requested by NCDOT and the subsequent submissions of updated and refined versions by the municipality. Once NCDOT has approved the final version of the Comprehensive Plan, it shall be considered for adoption by the Village Council.

3.2 Timeframe for Completing Work	Estimated Completion
Notice to Proceed Issued by NCDOT	May 2014
Task 1: Kick Off Meeting (Steer. Comm. #1)	May 2014
Task 2: Begin Data Collection/Assessment	May 2014
Task 3: Public Involvement	June 2014
Steer. Comm. #2	July 2014
Public Open House #1	July 2014
Steer. Comm. #3	September 2014
Public Open House #2	November 2014
Task 4: Draft Plan	December 2014
Task 5: Client/NCDOT Review	June 2015
Steer. Comm. #4	June 2015
Task 6: Complete Final Plan	October 2015
Final Plan Adopted	October 2015

ARTICLE IV: Fees of Consultant

4.1 The total fee for all services defined within Article II shall be equal to and not exceed sixty five thousand dollars ($65,000) USD.

4.2 Hourly rates of consultant: The following rates will be used to compute additional services for the project as requested and approved by the Village.

McGill Associates Hourly Rates

See Attachment A: McGill Associates Standard Hourly Rates

ARTICLE V: Payment of Fees

5.1 Fees for services rendered by McGill Associates shall be paid upon submission of invoices by the Consultant that indicate the percentage of work completed in the previous 30-day period. Invoices shall be due and payable upon receipt.

5.2 Fees for additional services, outside the Scope of Services set forth in Article 2 hereof, that have been requested by the Client, and performed by the Consultant, and for which a Change Order, in writing, setting forth the services to be rendered and cost of services, signed by both Client and the Consultant, shall be paid upon completion of the additional services requested to be performed and submission of an invoice with such itemization as required for other services by the Consultant to Client.

ARTICLE VI: Reimbursable Expenses

6.1 Reimbursable Expenses are included in the fee defined in Article IV and include travel expenses and the printing of interim and final reports.

ARTICLE VII: Termination of Agreement

7.1 The Client reserves the right, on the giving it of written notice to the Consultant, to terminate this agreement or to suspend and abandon the project and all work connected with the project.

7.2 On the termination of this agreement, the suspension, or abandonment of the project by the Client, the Client shall pay the Consultant, as full payment for all services performed and all expenses incurred by the Consultant under this agreement, all sums actually due and owing the Consultant from the Client under this agreement on the day the written notice is received by the Consultant, plus reasonable value of all work performed under the agreement by the Consultant up to the time he receives such notice for which payment is, at the time notice is received by the Consultant, not yet due and payable.

7.3 On termination of this agreement and payment of the sum specified herein, the Consultant shall immediately deliver to Client any drawings, specifications, estimates, studies, plans, data, documents, or instruments, prepared, compiled, or collected pursuant to this agreement by the Consultant, without the payment of additional compensation to the Consultant by Client.

ARTICLE VIII: Force Majeure

8.1 In the event of any delay in performance by Consultant due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God, beyond the reasonable control of the Consultant, Consultant shall be under no liability for loss or damages as a result of such delay caused to the Client and performance under this agreement shall be suspended during such delay. Upon cessation of the delay, the agreement shall become fully operative.

ARTICLE IX: Ownership of Documents

9.1 All designs, drawings, specifications, technical data, studies, reports, documents, instruments and other similar items produced by the Consultant in the performance of this agreement shall be the sole property of the Client and the North Carolina Department of Transportation. Client and NCDOT are vested with all rights therein of whatever kind and however created. The Consultant agrees that the Client, or representatives, shall have access at all reasonable times to inspect and make copies of all designs, drawings, specifications, technical data, studies, reports, documents and other matters pertaining to the work to be performed under this agreement. The use of plans, drawings, specifications or other work developed in the performance of this agreement by the Consultant, by any person or entity, for any purpose other than the project as defined within this agreement, shall be at the full risk of such person or entity. The Consultant shall not be held liable for any claims for personal injury, property damage or death as a result of the unauthorized use of the work by such person or entity.

ARTICLE X: Successors and Assigns

10.1 The Client and the Consultant, respectively, bind themselves, their successors and assigns and legal representatives to the other party to this agreement and to the successors and assigns of the other party with respect to all covenants, conditions and obligations contained herein. Neither the Client nor the Consultant shall assign, or transfer any interest in, or monies due or to become due under this agreement, without the written consent of the other.

ARTICLE XI: Governing Law

11.1 This agreement shall be governed and construed according to the law of the State of North Carolina.

ARTICLE XII: Indemnity

12.1 The Consultant agrees to indemnify and hold the Client, its employees, successors, and assigns for any loss, costs, damage, expense, claim, or liability incurred by them as caused by any negligent act, error, or omission by the Consultant or its employees and subcontractors in the performance of the work of this Agreement.

ARTICLE XIII: Insurance

13.1 The Consultant agrees to maintain general, automobile, professional and employer's liability insurance, workmen's compensation insurance in such amounts as set forth on certificates of insurance attached. The Consultant agrees to list the Client as an additional insured on the Consultant's General Liability policy. Consultant agrees to give the Owner thirty (30) days prior written notice in the event of cancellation of any such policy of insurance.

13.2 The following matrix itemizes the type of insurance and the amount of coverage the Consultant maintains on an annual basis.

Type of Insurance	Amount of Coverage	Exp. Date
General Liability	$1,000,000	1-23-2015
Automobile	$1,000,000	1-23-2015
Workers Comp.	$ 500,000	1-23-2015
Employers Liability	$1,000,000	1-23-2015
Professional Liability	$3,000,000	1-23-2015

This agreement is entered into as of the day and year first above written.

Consultant:
McGill Associates

By: Mike S. Apke .
Mike Apke, P.E. Director of Pinehurst Office

Client
Village of Pinehurst

By: _____.
Nancy Roy Fiorillo, Mayor

Attest: 5/12/14 .
Finance Officer

Corporate Seal

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

STREET LIGHTS FOR MAGNOLIA ROAD

ADDITIONAL AGENDA DETAILS:

FROM:
Mark Wagner

CC:
Andy Wilkison, Jeff Batton

DATE OF MEMO:
5/7/2014

MEMO DETAILS:
As discussed, staff would like to explore adding some additional street lights to Magnolia Road from the Village Hall down to McCaskill Road. Currently we have lights along the entire length of Wicker Drive, but only a portion of Magnolia Road has lights.

In previous discussions with the Village Heritage Foundation, they had expressed a desire to see lighting along Magnolia to illuminate the road and sidewalk that goes from the Pergola Lawn area to the Magnolia Lawn at the bottom of the hill.

As this would be in the Village right of way, Council would need to approve us moving forward with installation. Cost to install would be minimal and we would simply pay a monthly fee as we do for the other lights.

ATTACHMENTS:

Description

- Proposed Street Light Map

Magnolia Road Street Light Map

Additional Street Light Locations

CONSIDERATION OF APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION (GWINN AND MCCHESNEY)

ADDITIONAL AGENDA DETAILS:

FROM:
Andy Wilkison, Village Manager

DATE OF MEMO:
5/7/2014

ATTACHMENTS:

Description

- Resolution 14-28 Appointing to HPC (Gwinn and McChesney)
- Molly Gwinn- application
- Jim McChesney- information

RESOLUTION #14-28:

A RESOLUTION REGARDING AN APPOINTMENT TO THE PINEHURST HISTORIC PRESERVATION COMMISSION.

THAT WHEREAS, the Village of Pinehurst has established an Historic Preservation Commission as authorized by North Carolina General Statutes, Chapter 160A, Article 19; and

WHEREAS, Mr. Frank Thigpen and Ms. Nancy Smith have exceeded the term limit, thus creating two vacancies within the Historic Preservation Commission; and

WHEREAS, the Village Council of Pinehurst is desirous of filling these vacancies;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 13th day of May 2014, as follows:

SECTION 1. That the following appointments are hereby made to the Historic Preservation Commission for the terms indicated:

Ms. Molly Gwinn is appointed as a member of the Historic Preservation Commission, effective May 13, 2014, said term to expire May 31, 2016.

Mr. Jim McChesney is appointed as a member of the Historic Preservation Commission, effective May 13, 2014, said term to expire May 31, 2016.

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

THIS RESOLUTION passed and adopted this the 13th day of May, 2014.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

1895
VILLAGE OF
PINEHURST

Application For Service on Advisory Board

Date of Application: April 22, 2014

PERSONAL INFORMATION (Please Print)

Last Name: Gwinn First Name: Molly Middle Initial: ____

Mailing Address (complete address): PO Box 2338, Pinehurst, 28370
184 Cherokee Road, Pinehurst. 28374

Home Phone #: 910.215-8182 Month & Date of Birth (month & day only): 02/20

E-mail Address: mollygwinn@embarqmail.com

Hobbies/Skills/Languages:
art lectures, French language, gardening, and golf – of course

Resident of Pinehurst?: ☑ Yes ☐ No Became a resident in 2005 Year

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

EDUCATION, WORK AND VOLUNTEER EXPERIENCE

Educational Background: Sweet Briar College, B.A. Rutgers University, Ph.D	Area of Study: history of art
Current or previous employer (if applicable): Arts Council of Moore County (current) Rutgers University 1999-2004 NYU School of Continuing Education 1999-2004 ~~Dallas Museum of Art 1998-5~~	Responsibilities: art lectures adjunct instructor " ~~museum educator~~
Current or previous volunteer experience: Penick Village Foundation Sandhills Community College Olmsted Garden Club Sweet Briar College Friends of Art	Responsibilities: Developed annual art show and sale Lectured for the Center for Creative Living Served as president and program committee President for an arts advocacy and development committee

1895
VILLAGE OF
PINEHURST

Application For Service on Advisory Board

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

Beautification Committee:	☐ Yes	☐ No
Board of Adjustment:	☐ Yes	☐ No
Community Appearance Commission:	☐ Yes	☐ No
Conservation Commission:	☐ Yes	☐ No
Historic District Design Committee:	☐ Yes	☐ No
Historic Preservation Commission:	☑ Yes	☐ No
Planning and Zoning Board:	☐ Yes	☐ No
Village Center Enhancement Committee:	☐ Yes	☐ No
Water Committee:	☐ Yes	☐ No

GENERAL INFORMATION

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

We chose to live in a small historic community because we were attracted to its heritage and continuing reputation as the home of golf. And we believe that we all do our part to maintain its unique culture.

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

☐ Village Website ☐ Village Newsletter ☑ Newspaper
☑ Friend ☐ Other: _____

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

☐ Yes ☑ No If yes, please describe:

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

Signature: Molly Gwinn Date: April 22, 2014

Name (printed): Molly Gwinn

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

1895
VILLAGE OF
PINEHURST

Application For
Service on Advisory Board

STATE OF NORTH CAROLINA
COUNTY OF MOORE

RELEASE AND ACKNOWLEDGEMENT

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

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

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

This 22 day of April, 2014.

Signature: Molly Gwinn

Printed Name: Molly Gwinn

Street Address: 185 Cherokee Road

City, State, Sip Code: Pinehurst, NC 28374

Telephone Number: 910.218-8182

NAME	YEAR BECAME RESIDENT	EXPERIENCE
James J. McChesney 44 Whitehaven Drive Pinehurst, NC 28374 **Telephone**: 295-2135 **E-mail**: jjm762@nc.rr.com **RCVD 01/07/11** **Appt. 03/22/11 CAC** **Appt. 12/11/12 PDO Rewrite**	2006 07/23	Hudson Valley College, NY State- architecture, construction; retired from State University of New York- Director of Planning and Construction & Campus Development; Chairman of Pinewild Architectural Review Board. **Interested in CAC**

DISCUSSION WIH VILLAGE HERITAGE FOUNDATION BOARD REGARDING JOYCE FRANKE MEMORIAL PLAN.

ADDITIONAL AGENDA DETAILS:

FROM:
Andy Wilkison

DATE OF MEMO:
5/7/2014

MEMO DETAILS:
Representatives of the Village Heritage Foundation wish to present to the Village Council and seek approval of their plan to honor the life and contributions of Joyce Franke to the Village of Pinehurst. Documentation regarding the request is attached. Staff has reviewed the request and recommends approval.

ATTACHMENTS:

Description

- Letter to the Mayor
- Joyce's Meadow
- Memorial Sketch
- Lower Steps
- Lapins Letter

Village Heritage Foundation

P.O. Box 398 • Pinehurst, North Carolina 28370

BOARD OF DIRECTORS

Terry Brown
President

Joyce Franke
Vice President

Lesley Berkshire
Secretary

Jim Lewis

Ann McAllister

John Strickland

Parker Hall
Director Emeritus

May 8, 2014

Nancy Fiorillo, Mayor
Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374

Dear Mayor Fiorillo:

On behalf of the Board of Directors of the Village Heritage Foundation, I wish to present our recommendation for a memorial in honor and memory of Mrs. Joyce Franke. As you know, Mrs. Franke served the Village of Pinehurst in a variety of important ways over several decades. She was not only the founder of the Village Heritage Foundation, she was our heart, soul and visionary. It is doubtful that the Fair Barn and the Arboretum would exist as we know them today were it not for Joyce's leadership. Former Councilman, Doug Lapins, nailed it in his letter of March 23 (attached) when he said "Pinehurst would not be what it is today if we had not had the good fortune to have Joyce among us."

We have consulted with Joyce's daughter and son and several members of the Arboretum Society. We propose to name the Arboretum Meadow "Joyce's Meadow" in memory of Joyce. That space was dear to Joyce and she spent hundreds of hours walking the site looking for opportunities to improve it.

We propose a plaque mounted on a short brick column and surrounded by a slate floor. Drawings are attached. We will locate the monument on the terrace below the Pergola in line with the steps and the live oak in the Meadow. We further propose a dedication ceremony sometime in September, including refreshments and a performance of some of Joyce's favorite music.

We estimate that the total cost of the plaque, monument, and dedication will be approximately $10,000. We hope you will approve our plan and we invite the Village to contribute up to $5,000 to complete this project. We would also like the Council to approve the naming plaque as shown on the attached sheet. We look forward to seeing the Council and key staff members at the dedication.

Kindest regards,

C. Foster Brown III
President

cc: Council members Cashion, Campbell, Phillips, and Strickland

Joyce's Meadow

Disregard this line

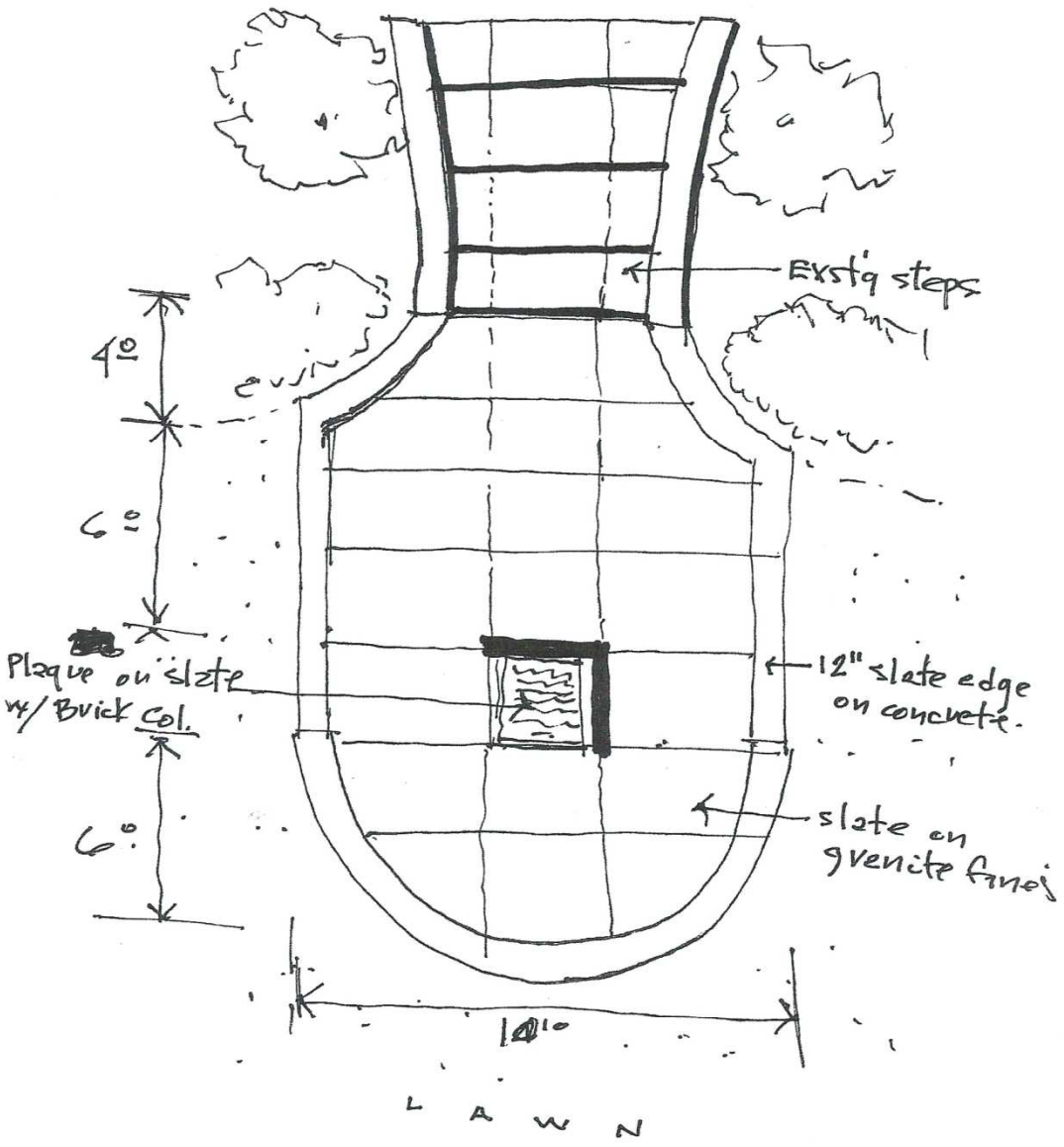
When I pass to my reward
Whatever that may be
I'd like my friends to think of me
As she who loved a tree

In memory of Joyce B. Franke

For her passion for the community of Pinehurst
and her vision to create the Village Arboretum

March 22, 1930 - March 16, 2014

Joyce's Meadow



FRANKE MEADOW ENTRANCE

Scale: ± 1/4" = 1'0"

March 23, 2014

Nancy Fiorillo, Mayor
Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374

Dear Mayor Fiorillo,

As I attended the Joyce Franke memorial service last week, I recalled a question that I have often asked myself and others over the years, "Can you imagine Pinehurst without the Fair Barn?" We simply cannot.

More recently the same thought came to mind regarding the Arboretum, "What did this area look like before?" Not pretty.

Which leads me to the question, "Do we realize how much of the charm of today's Pinehurst we owe to the leadership and vision of Joyce Franke?" In my seventeen years in Pinehurst, she, more than any single person, captured the history, charm, and beauty of this special place. Pinehurst would not be what it is today if we had not had the good fortune to have Joyce among us.

I believe that the Village of Pinehurst should recognize the unique contribution of this special lady through the designation of a Joyce Franke memorial structure, garden, or some similar permanent site of the village. Possibly an existing site or structure; possibly something new; there are a number of options.

The village government should take a leadership role in organizing and financially supporting the appropriate recognition. I would suggest a task force be assigned to provide a recommendation and that it include representatives of the village, the Heritage Foundation, members of the community, and possibly the Franke family. Membership on the task force should place emphasis on imagination and creativity to honor Joyce with the best possible, and most fitting, product.

In the past naming rights in the village have been debatable, but there should be no question about this one.

I would be glad to appear before the Council, if needed, to discuss this further.

Yours truly,

Douglas Lapins

CC: Council members Cashion, Campbell, Strickland, Phillips
Village Heritage Foundation, P.O. Box 398, Pinehurst, NC 28374
David Sinclair, Managing Editor - *The Pilot*

CONSIDERATION OF NAMING OF THE FLOWERING TREE GARDEN IN THE ARBORETUM

ADDITIONAL AGENDA DETAILS:

FROM:
Andy Wilkison

DATE OF MEMO:
5/7/2014

MEMO DETAILS:
The Village Heritage Foundation would like the Village Council to approve the naming of the Flowering Tree Garden in the Arboretum for the Russo and Kraffert families, and the placement of an appropriate identifying plaque. Representatives of the Village Heritage Foundation will be present at Tuesday's meeting to discuss the request. Staff has reviewed the request and recommends approval.

ATTACHMENTS:

Description

- Letter from Village Heritage Foundation
- Flowering Tree Garden Concept Plan
- Kraffert Russo Plaque
- Transfer of Responsibility

Andy:

As you may know, The Village Heritage Foundation has begun construction of a Flowering Tree Garden along McCaskill Road. It will extend from below Caddell Road up to Graham Road. We propose to plant about 70 flowering trees including several varieties of cherry, plum, dogwood, peach, and others. In addition we will create a centipede lawn that will open a view of the Longleaf Pine Savanna from McCaskill Road. We believe this garden will substantially improve the look along that stretch of a busy street and create another entrance into the Arboretum from the Village and the Resort. We had hoped to raise enough funds to complete this project later this year, but we have received an unanticipated gift that will enable us to finish it in time for the US Opens. Here is where we need your help.

The gift has been made by the children and grandchildren of Mr. and Mrs. B.F. Kraffert and Dr. and Mrs. Frank Russo. The Krafferts, and later the Russos, and now the children own the historic house located left immediately off the first tee on Pinehurst #2. I am told that the house served as the original Pinehurst library. The children wish to name the Flowering Tree Garden in memory of their parents and grandparents. Their gift is large enough to entitle them to naming rights much as other features of the Arboretum have been named. We have agreed to install a bronze plaque that reads as follows:

The Kraffert/Russo Family

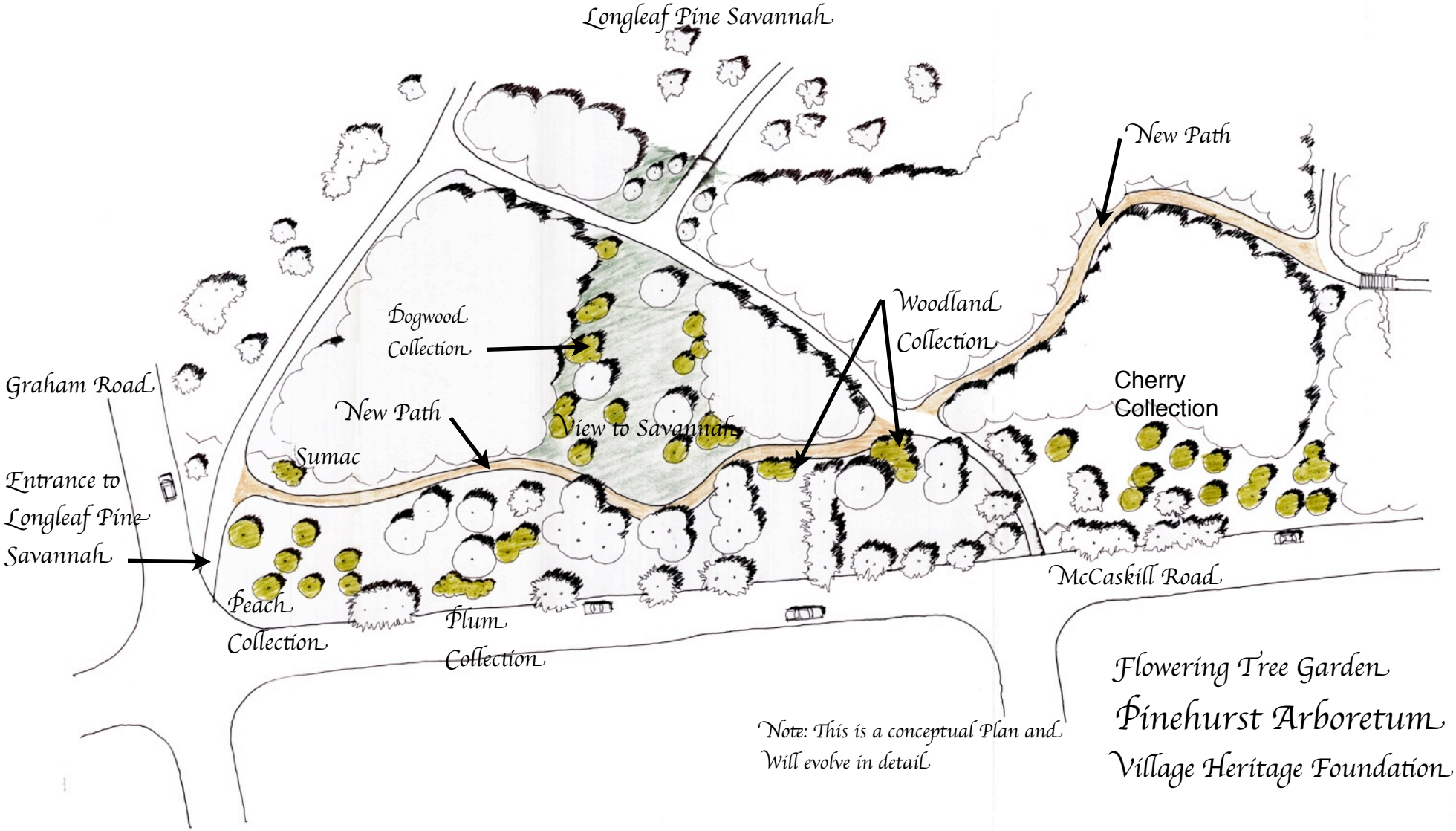
FLOWERING TREE GARDEN

A Gift from Chroditioan

"Chroditioan" is the name of their cottage and their family foundation. It was formed from the first two letters of each of the Kraffert's grandchildren. They are adamant that they want to use it on the plaque. I have also promised not to cash their check until the plaque is approved.

I will appreciate your assistance in obtaining the needed approval of the plaque. I have promised that we will try to have it installed when the family members come for the US Open.

Jim Lewis


Longleaf Pine Savannah
New Path
Dogwood
Collection
Woodland
Collection
Graham Road
Cherry
Collection
New Path
View to Savannah
Sumac
Entrance to
Longleaf Pine
Savannah
McCaskill Road
Peach
Collection
Plum
Collection
Flowering Tree Garden
Pinehurst Arboretum
Village Heritage Foundation
Note: This is a conceptual Plan and
Will evolve in detail

The Kraffert/Russo Family

FLOWERING TREE GARDEN

A Gift from Chroditoan

Village Arboretum
Transfer of Responsibility

In the spring of 2003 officers of the Village Heritage Foundation (then known as the Pinehurst Historic Preservation Foundation) entered into an agreement with the Pinehurst Village Council to develop an Arboretum on a 35-acre tract of undeveloped Village-owned property adjacent to the Village Hall. The agreement authorized the Foundation to raise the necessary funds for the project and also gave the Foundation design authority for the project. It was agreed that the Village would assume management of the Arboretum as each phase was completed. That included responsibility for maintaining and managing the site. That transfer of responsibility to the Village has occurred on an informal basis beginning with the completion of the Magnolia Garden in late 2005. While the Foundation representatives and the Village Parks and Recreation staff have handled that transition informally and effectively, this document is intended to make official the transfer of management and maintenance of the entire Arboretum to the Village.

The site in question includes all property bordered by Magnolia Road, Rassie Wicker Drive, Graham Road, and McCaskill Road, with the exception of the site of the Village Hall. That includes areas that have been named: The Magnolia Garden, The Meadow, The Pergola Garden, The Magnolia Entrance, The Woodland Garden and the Longleaf Forest. Structures include the Magnolia Garden Entrance, The Pergola, The Overlook, The Point Pavilion, the Clara McLean Bridge, Mark's Bridge and the Lower Bridge. In addition to hundreds of native trees and shrubs that previously existed on the site, the Foundation has planted about 300 trees, 2500 Longleaf Pine seedlings, 100 large shrubs, 475 medium shrubs, and over 700 small shrubs, perennials, and grasses. Four hundred yards of brick path and 600 yards of dirt path have been added. In addition, a large irrigation system was installed to serve all of the new plants and the Meadow. Going forward the Village will have responsibility for maintaining the plants and grounds. The Parks and Recreation Department will manage and promote the use of the property and will retain revenue generated by the rental of the various venues within the Arboretum.

The Village Heritage Foundation will continue to have a role in the development of the Arboretum. Since the Arboretum is not yet completed, the Foundation intends to continue to raise money to fund further additions, such as the Education Pavilion, connector steps leading down the slope near the Education Pavilion, and additional plantings in the Longleaf Forest Ecosystem. The Foundation will retain design approval authority over all additions and/or changes to the Arboretum.

The Foundation has created the Friends of the Arboretum, which is a committee intended to serve in a support role for the Arboretum. Their role will evolve over time, but their purpose is to collaborate with the Village Staff to identify and implement improvements and usage of the Arboretum.

Agreed:

Bill Smith, President
Village Heritage Foundation
Date 8/19/09

George P. Lane, Mayor
Village of Pinehurst
Date 8/20/09

VILLAGE OF PINEHURST
CORPORATE
SEAL
NORTH CAROLINA

VILLAGE OF PINEHURST
Administration

395 Magnolia Road
Pinehurst, North Carolina 28374
Tel 910.295.1900 Fax 910.295.1853
www.villageofpinehurst.org

August 25, 2009

Mr. Bill Smith, Chairman
Village Heritage Foundation
P. O. Box 398
Pinehurst, NC 28370

Dear Mr. Smith:

Please find enclosed a duly executed letter of Transfer of Responsibility for the Village of Pinehurst to now assume management and maintenance of the Arboretum. Council for the Village of Pinehurst authorized the Mayor and Clerk to execute this transfer document at their Work Session held today at 9:00 a.m. at Village Hall.

Thank you for your assistance in this matter.

Sincerely,

Linda S. Brown

Linda S. Brown, Clerk
Pinehurst, NC

LSB/attachment

PRESENTATION OF THE 2015 STRATEGIC OPERATING PLAN

ADDITIONAL AGENDA DETAILS:

FROM:
Natalie Dean

DATE OF MEMO:
5/7/2014

MEMO DETAILS:
This agenda item will include the presentation of the recommended 2015 Strategic Operating Plan, which includes the FY 2015 Annual Budget and the FY 2015-2019 Capital Improvement Plan.

A full copy of the proposed 2015 Strategic Operating Plan will be hand delivered to Council members, a copy will be available for public inspection at Village Hall, and the Village's website will also include the complete document for the public to view.

PROPOSED BUDGET AMENDMENT FOR U.S. OPEN EXPERIENCE EXPENSES.

ADDITIONAL AGENDA DETAILS:

FROM:
Natalie Dean

DATE OF MEMO:
5/8/2014

MEMO DETAILS:
This agenda item consists of the budget amendment needed to fund the costs associated with the U.S. Open Experience and Village Ambassadors program. A memo and budget ordinance for this agenda item will be uploaded on Friday, May 9.

ATTACHMENTS:

Description

- Memo to Council on US Open Experience Budget Amendment
- Ordinance 14-18 US Open Experience Budget Amendment

Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374
Phone: 910-295-1900
Fax: 910-295-4434

Village of Pinehurst

Memo

To: Village Council

From: Natalie Dean

CC: Andy and Jeff

Date: May 8, 2014

Re: Budget Amendment for U.S. Open Experience

As you are aware, staff has been working with the USGA and Momentum to coordinate the U.S. Open Experience that will be held in Tufts Park from June 9-22nd during the 2014 U.S. Open Championships. During this time period, there are 10 evenings of programming that are expected to generate a total of 19,000 visitors to the Village Center. When the Village adopted the FY 2015 budget, it did not include the costs associated with putting on such an event. As a result, the Council will need to amend the FY 2015 budget to ensure adequate funds are available.

In addition, the Village has appointed a group to coordinate an Ambassador program, which will consist of approximately 125 volunteers who will greet visitors to our area during the 2014 U.S. Open Championships. The costs associated with the Ambassador program were also not anticipated when the FY 2014 budget was prepared.

The attached ordinance is a budget amendment for Council consideration that would cover the costs associated with the U.S. Open Experience and the Ambassador program. The total of the costs that were not anticipated is $188,130. Roughly $141,000 of the amendment is for the U.S. Open Experience and $47,000 is for the Ambassador program.

A summary of the more significant costs is below and the detail of the individual line item expenses follows:

Production expenses and shuttles	$	53,000
Public/private entertainment		53,650
Advertising and promotion		31,700
Event staff labor		19,680
Event management fee		10,000
Ambassador uniforms and other misc. expenses		6,700
Other misc.		13,400
Total	$	188,130

The detail of expenses related to the U.S. Open Experience and the Ambassador program are identified below:

Description	Village of Pinehurst	U.S. Open Experience	Pinehurst Ambassadors	Total	Comments
FY 2014					
Overtime - Fire	$ 35,000	$ -	$ -	$ 35,000	On course fire protection
Overtime - Public Services	1,000	-	-	1,000	Roping, etc.
Overtime - Harness Track	5,000	-	-	5,000	Track maintenance during Championship
Marketing/Promotions	55,000	-	-	55,000	Tarheel Communications Contract FY 2013/2014
Special Events - General Contingency	25,000	-	-	25,000	General special events budget
Public Area Enhancements	22,000	-	-	22,000	Plantings, triangles, landscape improvements, etc.
Beautification Projects	15,000	-	-	15,000	Plantings, triangles, landscape improvements, etc.
USGA Production Expenses	-	28,000	-	28,000	Stage Skirting, Chairs, Stage Roof, Production Costs
Event Shuttles/Transportation	-	25,000	-	25,000	Costs for trolly transpotation to and from the Village
Public Entertainment					
Carolina Philhamonic	-	30,000	-	30,000	Carolina Philhamonic fee
Mass Pipe & Drum Band	-	15,000	-	15,000	Costs for Mass Band for two performance nights
Private Entertainment	-	-	8,650	8,650	Mayors Reception for Governor (70 attendees)
Advertising	-	10,600	5,500	16,100	Pilot/Pinestraw Advertising/Digital Activation
Printing					
Event Brochure	-	-	13,525	13,525	15,000 printed with event activity schedule
Promotional Map	-	-	7,975	7,975	100,000 printed with Village maps
Signage	-	100	500	600	Signage needed for Ambassadors and Village needs
US Open Newsletter printing/postage	4,200	-	-	4,200	Cost of dedicated US Open Village Newsletter
Uniforms	-	-	5,000	5,000	Shirts/hats/nametags for 125 Ambassadors ($40/ea)
Shipping/Postage	-	-	4,700	4,700	Postage for mailing event brochures and maps
Overnight Security		4,680		4,680	$30/hr (13 12-hr shifts)
Labor		15,000		15,000	($20/hr avg rate * 686 hours) + 8% fringe benefits
Events Management	-	10,000		10,000	Event Management Fee - St. Germains
Bike Rack Covers	-	2,800		2,800	40 at $70/ea
Sanitation/Port-a-lets/Dumpsters		5,500		5,500	5 handicap & 8 regular units w/ screening
Contingency	-	5,000	1,200	6,200	Contingency Expenses
FY 2015					
Grounds Repair					
Tufts Park	35,000	-	-	35,000	Resod Tufts Park
Harness Track	60,000	-	-	60,000	Rebuild 1/2 Mile Track/Sod Repairs
Total	$ 257,200	$ 151,680	$ 47,050	$ 455,930	
Less Previously Budgeted	$ 257,200	$ 10,600	$ -	$ 267,800	
	$ -	**$ 141,080**	**$ 47,050**	**$ 188,130**	**Budget amendment needed**
	Previously Budgeted				
	Budget Funding Required				

If you have any questions, please don't hesitate to contact me directly.

ORDINANCE #14-18:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2014, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND (U.S. OPEN EXPERIENCE AND AMBASSADOR FUNDING).

THAT WHEREAS, the Village of Pinehurst is partnering with the United States Golf Association (USGA) on the U.S. Open Experience at Tufts Park from June 10th – 22nd, 2014 in association with the 2014 U.S. Open Championships; and

WHEREAS, U.S. Open Experience events are open to the public and free of charge in order to encourage tourism and promote the Village of Pinehurst as a destination; and

WHEREAS, the Village has developed an Ambassador program to ensure Pinehurst guests are greeted and provided printed information about the Village and the U.S. Open Experience; and

WHEREAS, the U.S. Open Experience events and the Ambassador program will require an additional $188,130 in FY 2014; and

WHEREAS, funds were not originally appropriated in FY 2014 for these purposes;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 13th day of May 2014, as follows:

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

Account No.	Account Name	Debit	Credit
10-80-610-4000	Salaries & Wages-Recreation	$ 12,500	
10-80-610-4100	Overtime-Recreation	1,400	
10-80-610-4200	FICA Expense-Recreation	1,100	
10-80-610-5470	U.S. Open Experience-Recreation	173,130	
10-00-190-3905	Fund Balance Appropriated		$ 188,130

SECTION 2. The Village Manager is hereby authorized to execute all contracts related to the U.S. Open Experience events within the funds provided in this ordinance.

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

Adopted this the 13th day of May 2014.

DRAFT

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT