



| Council Member to Report | Partners & Collaborators                               |
|--------------------------|--------------------------------------------------------|
| John Strickland          | Convention and Visitors Bureau                         |
|                          | FirstHealth                                            |
|                          | *Moore County, NC - Rotating                           |
|                          | Moore County Transportation Committee                  |
|                          | NCDOT/TARPO                                            |
|                          | *Neighborhood Advisory Committee - Rotating            |
|                          | *North Carolina - Rotating                             |
|                          | Partners in Progress                                   |
|                          | Pinehurst Resort                                       |
| Patrick Pizzella         | *Moore County, NC - Rotating                           |
|                          | NCDOT/TARPO                                            |
|                          | *Neighborhood Advisory Committee - Rotating            |
|                          | *North Carolina - Rotating                             |
|                          | Partners in Progress                                   |
|                          | Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen) |
| Jane Hogeman             | Beautification Committee                               |
|                          | Chamber of Commerce                                    |
|                          | *Moore County, NC - Rotating                           |
|                          | *Neighborhood Advisory Committee - Rotating            |
|                          | *North Carolina - Rotating                             |
|                          | Pinehurst Business Partners                            |
|                          | Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen) |
| Lydia Boesch             | Bicycle and Pedestrian Advisory Committee              |
|                          | Convention and Visitors Bureau                         |
|                          | *Moore County, NC - Rotating                           |
|                          | *Neighborhood Advisory Committee - Rotating            |
|                          | *North Carolina - Rotating                             |
| Jeff Morgan              | FirstHealth                                            |
|                          | *Moore County, NC - Rotating                           |
|                          | Moore County Schools                                   |
|                          | *Neighborhood Advisory Committee - Rotating            |
|                          | *North Carolina - Rotating                             |
|                          | Triangle J. COG                                        |



**VILLAGE COUNCIL  
MINUTES FOR WORK SESSION OF APRIL 11, 2023  
ASSEMBLY HALL  
395 MAGNOLIA ROAD  
PINEHURST, NORTH CAROLINA  
4:30 PM**

The Pinehurst Village Council held a Work Session Meeting at 6:10 p.m., Tuesday, April 11, 2023, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor  
Mr. Patrick Pizzella, Mayor Pro Tem  
Ms. Lydia Boesch, Councilmember  
Mr. Jeff Morgan, Councilmember  
Ms. Jane Hogeman, Councilmember  
Mr. Jeffrey M. Sanborn, Village Manager  
Ms. Kelly Chance, Village Clerk

And approximately 12 attendees, including 7 staff and 1 press

**1. Call to Order.**

Mayor Strickland called the Village Council meeting to order.

**2. Discuss Village Place and Pinehurst South Form Based Code.**

Alex Cameron, Planning & Inspections Director, presented the latest draft of the Village Place and Pinehurst South Form Based Codes to Council. He stated Planning staff and the Planning and Zoning Board have met and closely collaborated to review and revise the documents. He stated these documents form the basis for the future amendments to the Pinehurst Development Ordinance (PDO) and Official Zoning Map to implement the recommendations and visions outlined in each of the Small Area Plans. Additionally, he noted, the intent is that these documents will also serve as a guide for future conditional rezoning requests for development within the two planning areas.

Mr. Cameron reported the Planning and Zoning Board held a public hearing on March 30, 2023, and unanimously recommended Village Council adopt the Village Place and Pinehurst South Small Area Plans and Form Based Codes as official "plans". North Carolina General Statute Chapter 160D-501 "plans" include comprehensive plans and any other plans deemed appropriate including small area plans. He stated adoption of such plans shall follow the process for zoning text amendments set by 160D-601. Mr. Cameron stated the intent of this work session is to share with Council the drafts recommended for adoption by the Planning and Zoning Board and receive input prior to a public hearing and consideration of adoption by Village Council.

Councilmember Morgan stated he is comfortable with the direction staff is going and had no recommendations. Councilmember Hogeman expressed concerns about residential density and adequate balance. She also noted she would like to see more open space. Mayor Pro Tem Pizzella discussed the need to push underground utilities. Also discussed was the adequacy of 10-foot-wide

street size, especially in allowing delivery trucks to reach homes and businesses. Mr. Cameron noted this is a standard minimum and noted it is sufficient. Council discussed the impact the plan will have on the Jackson Hamlet area.

Mr. Cameron stated he will take the recommendations provided by Council and staff will continue moving forward with those recommendations.

**3. Discuss FY24 SOP Capital Project Prioritization.**

Jeff Sanborn reported staff has prepared two viable 5-year operating plan scenarios for Council consideration. He stated, one scenario includes the construction of a downtown parking facility and the second does not. He stated staff believes that the scenario without a downtown parking facility is only appropriate if Council chooses to split library and archive services with the archives remaining in the current building and the library moving to a new location. He stated staff seeks Council's decision on whether to split library and archives service locations so that staff can complete the 5-year SOP development.

Mayor Pro Tem Pizzella stated he feels the size of a new library should be substantially less than the architectural recommendations and noted this is due to the accessibility of the internet via cellphones. Council consensus was to split the library and archives, with the potential of moving the welcome center into the current library and archives building along with maintaining the archives in its current location. Consensus was to build a new library and proceed with this opportunity as outlined by Oakley Collier Architects.

**4. Discuss Development Related Bills Being Considered by the General Assembly.**

Jeff Sanborn provided Council with a list of current General Assembly Bills that relate primarily to the subject of affordable housing and Workforce housing, including a short-term rental preemption bill that is being introduced into the Senate. Bills discussed briefly were Senate Bills S290, S667, and S317 as well as House Bills H409, H474, and H294.

**5. Other Work Session Business**

No other work session business items were discussed.

**6. Potential Future Agenda Items**

No potential future agenda items were put forth.

**7. Adjournment.**

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Hogeman, Council unanimously approved to adjourn the work session at 8:50 p.m., by a vote of 4-0.

Respectfully Submitted,

Kelly Chance,  
Village Clerk

*A videotape of this meeting is located on the Village website: [www.vopnc.org](http://www.vopnc.org)*

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

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

*Values: Service, Initiative, Teamwork, and Improvement*

## CONTRACT

This Agreement made and entered into on this the 18th day of April, 2023, by and between the Village of Pinehurst, North Carolina hereinafter referred to as "Village" and Waste Management of Carolinas, Inc., a North Carolina corporation, hereinafter referred to as "Contractor".

## WITNESSETH

WHEREAS, the Village is desirous of securing the services of the Contractor to operate a waste hauling and recycling service for a community in the Village; and

WHEREAS, the Contractor desires to provide the operation of a waste hauling and recycling service for the Village;

NOW, THEREFORE, it is hereby agreed as follows:

### 1. **DEFINITIONS:**

- 1.1 **APPROVED CONTAINERS** - An approved container shall be a Roll Out Cart Receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body.
- 1.2 ***This section left blank intentionally.***
- 1.3 **BULKY WASTE** - Large items of solid waste such as furniture, white goods, mattresses, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.
- 1.4 **COLLECTION** - The act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.
- 1.5 **COMMERCIAL SOLID WASTE** - All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.
- 1.6 **CONSTRUCTION AND DEMOLITION WASTE** - Solid waste resulting solely from construction, remodeling, repair, or demolition operations on



buildings, or other structures including land clearing debris, used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete or similar nonhazardous material, but does not include inert debris or yard debris.

- 1.7 **GARBAGE** - All putrescible waste, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste animal or vegetable matter which is likely to attract flies or rodent, but excluding sewage and human waste.
- 1.8 **HAZARDOUS WASTE** - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- 1.9 **LANDFILL** - A disposal facility or part of a disposal facility where waste is placed in or on land and that is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility.
- 1.10 **MUNICIPAL SOLID WASTE** - Solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or solid waste from mining or agricultural operations.
- 1.11 **PERSON** - Any individual, corporation, Contractor, association, partnership, unit of government, state agency, federal agency, or other legal entity.
- 1.12 **RECYCLABLES** – Those items deemed acceptable by the Moore County Solid Waste Division and/or the Moore County Landfill and Recycling Transfer Station which may include items such as cardboard, newspapers and inserts, HDPE and PET plastic containers, aluminum, bimetal, and ferrous beverage and food cans, all of which have been separated from the waste at the point of collection. Additional materials may be added or deleted to the definition of Recyclables based on the most current list of items accepted by Moore County Solid Waste Division and/or Moore County Landfill and Recycling Transfer Station.
- 1.13 **REFUSE** - This term shall refer to Garbage and Rubbish generated at a Residential Unit unless the context otherwise requires.

- 1.14 RESIDENTIAL UNIT** - A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, the Contractor will collect from each Residential Unit all garbage in approved containers.
- 1.15 RUBBISH/TRASH** - All waste materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste, Yard Waste or Stable matter.
- 1.16 SANITARY LANDFILL** - A facility for disposal of solid waste on land in a sanitary manner in accordance with the laws and regulations concerning sanitary landfills adopted by the State of North Carolina.
- 1.17 SERVICE AREA** - All Residential Units in the Pinewild Country Club located in the Village.
- 1.18 SOLID WASTE DISPOSAL SITE** - A location at which solid waste is disposed of by incineration, sanitary landfill, or other approved method.
- 1.19 TRANSFER STATION** - A site at which solid waste is concentrated for transport to a processing facility or disposal site. A transfer station may be fixed or mobile.
- 1.20 WHITE GOODS** - Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- 1.21 YARD DEBRIS** - Solid waste consisting solely of vegetative matter resulting from landscaping maintenance including but not limited to shrubbery and tree trimmings, lawn clippings, yard raking, leaves, pinecones, pine straw and Christmas trees.

## **2. TERM**

The term of this Agreement shall begin July 1, 2023, ("Commencement Date") and continue through June 30, 2027; provided however, that the term of this Agreement may be further extended upon the mutual agreement of the parties expressed in writing prior to the expiration of the then current term.

## **3. SERVICE**

The services to be provided by the Contractor shall be for once per week curbside pickup of residential household garbage (MSW), yard debris, and recyclable materials from an initial number of Residential Units located in the Pinewild Country Club in the

Village as determined on July 1, 2023. The Contractor will provide each Residential Unit one (1) ninety-six (96) gallon Roll Out Cart for the storage and collection of MSW, one (1) 96 gallon Roll Out Cart for the storage and collection of Recyclable Materials, and one (1) 96 gallon Roll Out Cart for the storage and collection of Yard Waste. Should a location generate on a continuing basis more volume than the capacity of one (1) Cart will accommodate, the Contractor may provide, at the resident's request and cost, one additional Cart for each service. The cost of the cart will be at the listed price in the Village's current Fees and Charges Policy (\$70 as of July 1, 2023). Collection of the additional cart will be provided at no additional charge to the Village or resident.

The Recyclable Materials will be placed in the Carts unsorted. When improper materials are placed in the Cart by the customer, the Contractor may either refuse to collect materials from the cart or collect the proper material and leave the improper materials in the container with an explanatory note. All other educational literature to be supplied to residences, such as instructions or continuing education on the recycling program will be supplied by the Village.

The Contractor shall be responsible for collecting and transporting the Recyclable Materials to the Moore County disposal/processing facility. Contractor has no responsibility for the processing, storage or marketing of the Recyclable Materials.

Material delivered by or on behalf of the Village may not contain Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state, or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

The Contractor shall maintain records on the weight of Recyclable Materials.

Backdoor service will be provided to residents of the service area who are determined by the Village to live in a residence in which no individual is physically capable of taking yard debris, recyclables or garbage to the curb. A handicap placard or note from a Doctor will be considered sufficient proof. Contractor shall not charge Village more for back door service than for curb service. The Village and Contractor shall cooperate to ensure the appropriate medical documents are current and maintained in good order.

The services described herein do not include the collection and disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, Contractor and the Village shall negotiate the payment to be made to Contractor for additional services, if the Contractor and Village agree that the increased volume is to be handled by the Contractor. Further, if the Village and Contractor reach such

agreement, the Village shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

Contractor shall discontinue collection service at any location set forth in a written notice sent to Contractor by the Village. Upon further notification by the Village, the Contractor shall resume collection on the next regularly scheduled collection day. The Village shall indemnify, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor's discontinuing service at any location at the direction of the Village. All other service additions and deletions shall be adjusted on a quarterly basis.

Any reported damages to property incurred by, or attributed to, Waste Management will be initially responded to and investigated promptly. If repair and/or restoration is necessary, same will be carried out in a reasonable period of time commensurate with the nature of the damage. Specific to hydraulic leaks, Waste Management will endeavor to respond and clean up hydraulic leaks that are attributed to their operations within 24 hours using appropriate and environmentally safe methods.

**4. NEWLY DEVELOPED AND ANNEXED AREAS**

The Contractor will, within thirty (30) days or less of notification by the Village, provide solid waste collection services of the same frequency and quality required by the Contractor to newly developed homes in the service area including the provision of the appropriate carts. As new homes are constructed and occupied in the country club, the Contractor shall, after proper notification by the Village, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Contractor shall be responsible for notifying the Village of all locations being serviced which do not appear on the billing register.

**5. POINT OF CONTACT**

All dealings, contacts, etc., between the Contractor and the Village shall be directed by the Contractor to the Asst. Village Manager of Operations or his designee.

**6. HOURS AND DAYS OF OPERATION**

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 6:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the Village and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. The Contractor may elect to observe the following holidays:

|                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| Memorial Day           | Thanksgiving Day |
| Independence Day       | Christmas Day    |
| Martin Luther King Day |                  |

The Contractor may decide to observe a holiday by suspending and delaying the pickup day. Should Contractor delay service in observance of a holiday, collection shall be made on the next business day following the holiday. The Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements serving the affected area.

7. **APPROVED CONTAINERS**

Garbage and allowable solid waste generated for collection shall be stored in Approved Containers as described herein in Section 1.1. The Contractor shall not be required to collect such materials unless they are in Approved Containers. Ninety-six (96) gallon Roll Out Carts provided by Contractor shall be considered Approved Containers for the collection of garbage, yard waste, and recyclables.

8. **EXTRAORDINARY WASTE MATERIALS**

Hazardous Wastes, body wastes, abandoned vehicles, vehicle parts, Construction Debris, Yard Debris which cannot be enclosed in a Cart, Bulky Waste, Large equipment and their parts and dead animals will not be collected by the Contractor under the terms of this Contract.

9. **OFFICE AND TELEPHONE CONTACT**

The Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

10. **COMPENSATION**

As compensation for this service, the Village shall pay to the Contractor the monthly sum of Ten and 98/100 Dollars (\$10.98) per Residential Unit for solid waste collection, Five and 75/100 (\$5.75) per Residential Unit for recycling collection, and Eight and 09/100 Dollars (\$8.09) per Residential Unit for yard waste. The cost of disposal tipping fees and processing charges are **not** included in these fees. Contractor is not responsible for disposal or processing charges for any of the services described herein.

The Compensation payable by the Village to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, WST CPI ("C.P.I.") shall have increased or decreased during the most recently available preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing

power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the Village to the Company shall be adjusted to compensate for such annual rate increases.

Currently, all waste and recyclables are transported by Contractor to the Moore County Landfill. The Contractor also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the Village designates an alternate transfer station or landfill for disposal. In addition, in the event Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection, processing, or disposal of garbage, solid waste and/or recyclables, such tax or surcharge shall be the responsibility of the Village to be paid along with Contractor's normal monthly compensation.

The Contractor shall bill the Village for service rendered within ten (10) days following the end of the month in which services are rendered and the Village shall pay Contractor on or before the 25th day following the end of such month. Contractor shall be paid based upon the total number of Residential Units eligible to receive service under this Agreement.

**11. INDEMNITY**

Contractor shall indemnify and save harmless the Village, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the Village, its officers, agents, servants and employees.

**12. DISPOSAL**

All waste collected by Contractor shall be disposed of by Contractor at the Moore County Landfill unless agreed otherwise by the parties. Disposal charges applicable to garbage, which is the subject matter of this Contract, is **not** currently included within the Compensation to the Contractor based upon the current tipping fees.

**13. INSURANCE**

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

**Coverage**

**Limits of Liability**

|                           |                                 |
|---------------------------|---------------------------------|
| Workmen's Compensation    | Statutory                       |
| Employer's Liability      | \$ 500,000.00                   |
| Bodily Injury Liability   | \$ 1,000,000.00 each occurrence |
| except Automobile         | \$ 2,000,000.00 aggregate       |
| Property Damage Liability | \$ 1,000,000.00 each occurrence |
| except automobile         | \$ 1,000,000.00 aggregate       |
| Automobile Bodily Injury  | \$ 1,000,000.00 each person     |
| Liability                 | \$ 2,000,000.00 each occurrence |
| Automobile Property       |                                 |
| Damage Liability          | \$ 1,000,000.00 each occurrence |
| Excess Umbrella Liability | \$ 5,000,000.00 each occurrence |

The Contractor shall provide proof a existence of said policies to the Village prior to the effective date of the Agreement. The Village shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

**14. LOCATION OF COLLECTION**

Approved Containers shall be placed in a location that is readily accessible to the Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street. The Village will aid the Contractor in resolving problems of Cart location for servicing.

**15. SERVICE INQUIRIES**

All complaints to Pinewild Property Owners Association (PPOA) and/or Village shall be directed to the Contractor. The Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, the Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

**16. *This section left blank intentionally.***

**17. CONTRACTOR'S PERSONNEL**

- 17.1** The Contractor shall assign a qualified person to be in charge of its performance of this Contract.
- 17.2** The Contractor's collection employees shall wear a uniform and shirt bearing the Contractor's name and the name of the individual employee.
- 17.3** Each employee shall, at all times, carry a valid drivers license for the type of vehicle he is driving.

**17.4** The Contractor shall provide operating and safety training for all personnel.

**17.5** No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, or religion or national origin.

**18.** *This section left blank intentionally.*

**19. FORCE MAJEURE.**

From and after the Date of this Agreement, a Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, labor shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

**20. PERMITS, LICENSES AND TAXES**

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws.

**21. TERMINATION**

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.



**22. EXCLUSIVE CONTRACT**

The Contractor shall have the sole and exclusive right to provide residential solid waste collection, yard waste and recycling services for and on behalf of the Village in the Pinewild Country Club. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from other commercial, institutional and industrial units within the Village.

**23. NOTICE**

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein.

Village: 395 Magnolia Rd  
Pinehurst, NC 28374  
Attn : \_ Asst. Village Manager of Operations

Contractor: Waste Management  
2720 Wilkins Dr.  
Sanford, NC 27330  
Attn: District Manager

with a copy to: Waste Management Legal Department  
800 Capitol Street, Suite 3000  
Houston, TX 77002

**24. MODIFICATION**

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

**25. COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of the Contractor where conflicting ordinances exists.

**26. LAW TO GOVERN**

This Contract shall be governed by the laws of the State of North Carolina both as to interpretation and performance.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

**THE VILLAGE OF PINEHURST,  
NORTH CAROLINA**

BY: \_\_\_\_\_  
ITS: Mayor

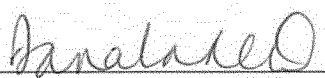
\_\_\_\_\_  
Witness

**WASTE MANAGEMENT OF CAROLINAS,  
INC.**

BY:  \_\_\_\_\_  
ITS: (Vice) President

  
\_\_\_\_\_  
Witness

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

  
\_\_\_\_\_  
Signature finance officer



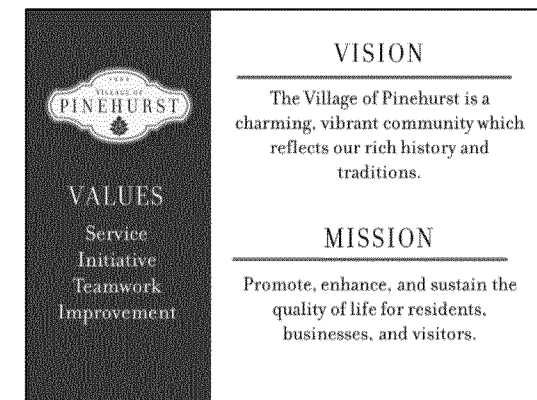
# FY 2024 Strategic Operating Plan Preview

## April 25, 2023



## What we will cover:

1. Discuss Opportunities for Improvement & Innovation proposed for FY 2024–2028
2. Review Five-Year Financial Plan for FY 2024–2028





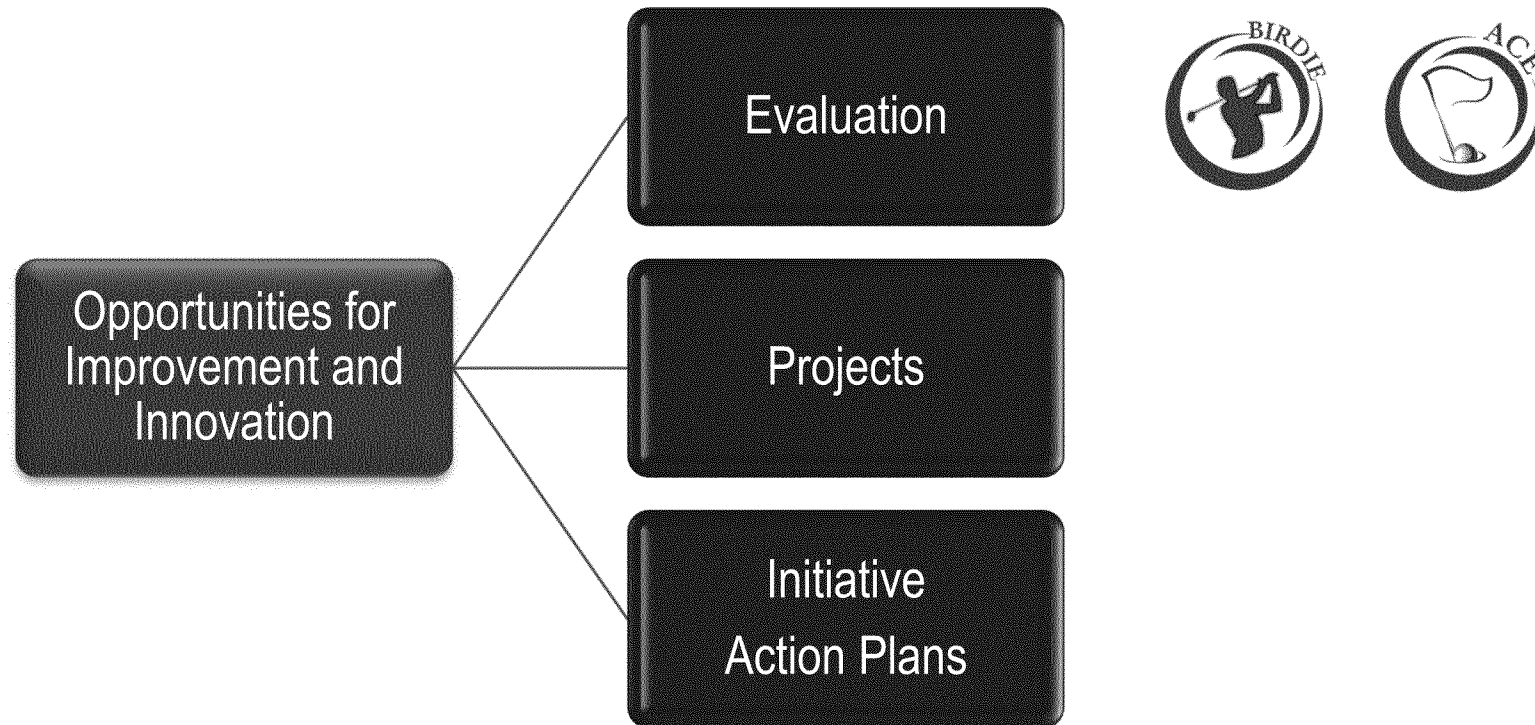
**The Village Council identified three (3) Areas of Focus (AOF) in January 2023 that are addressed in the FY 2024 Strategic Operating Plan.**

| Areas of Focus                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div>1. Develop codes and ordinances to protect the character of Village neighborhoods</div> <div>2. Support the business community</div> <div>3. Provide a safe and effective multi-modal transportation system</div> |



# Proposed FY 2024-2028 Opportunities for Improvement & Innovation

To support the Baldrige core value of “Management by Fact” we discipline ourselves to evaluate opportunities based on an analysis of data and information to determine if they are intelligent risks worth pursuing before funding.





# FY 2024 Strategic Operating Plan Preview

## Seven Initiative Action Plans in FY 2024-2028



| Strategic Objective                                                                                                                                                   | Initiative Action Plan (IAP) Name                                                                 | FY 2024          | FY 2025            | FY 2026            | FY 2027          | FY 2028            | TOTAL               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------|--------------------|--------------------|------------------|--------------------|---------------------|
| Deliver effective fire and rescue services                                                                                                                            | Design, build, staff, and equip Fire Station 93                                                   |                  |                    |                    |                  | \$400,000          | \$400,000           |
| Develop codes and ordinances to protect the character of Village neighborhoods <small>AOF</small>                                                                     | Update the Pinehurst Development Ordinance                                                        | \$0              |                    |                    |                  |                    | \$0                 |
| Support the business community <small>AOF</small>                                                                                                                     | Relocation of the Public Services Complex to allow for redevelopment of Village Place. (6.5)      | \$80,000         | \$400,000          | \$6,000,000        |                  | (\$500,000)        | \$5,980,000         |
| Provide a safe and effective multi-modal transportation system <small>AOF</small>                                                                                     | Develop and implement a consolidated multi-modal transportation plan                              | \$100,000        | \$0                | \$0                | \$0              | \$0                | \$100,000           |
|                                                                                                                                                                       | Implement a metropolitan transportation organization (MPO) with assistance from regional partners | \$15,000         | \$15,000           | \$15,000           | \$15,000         | \$15,000           | \$75,000            |
| Provide recreation programs and facilities                                                                                                                            | Retrofit current athletic fields with synthetic turf                                              | (\$27,700)       | \$661,600          | (\$49,400)         | (\$50,700)       | \$947,900          | \$1,481,700         |
| Provide Library and Archive services                                                                                                                                  | Expand and Renovate Given Library/Tufts Archives                                                  | \$0              | \$4,600,000        | \$314,000          | \$321,850        | \$329,900          | \$5,565,750         |
| <small>AOF – Addresses Council Areas of Focus</small><br><small>\$0 indicates work is being done in that year but there is no net impact to costs or revenues</small> |                                                                                                   |                  |                    |                    |                  |                    |                     |
| <b>TOTAL NET COST</b>                                                                                                                                                 |                                                                                                   | <b>\$167,300</b> | <b>\$5,676,600</b> | <b>\$6,279,600</b> | <b>\$286,150</b> | <b>\$1,192,800</b> | <b>\$13,062,450</b> |



# FY 2024 Strategic Operating Plan Preview



Plan to conduct 33 **projects** in FY 2024-2028 including these significant projects:

| Project                                              | Timeframe | Total Cost  |
|------------------------------------------------------|-----------|-------------|
| Construct Pedestrian Facilities                      | FY24-FY28 | \$2,300,000 |
| Stormwater improvements                              | FY24-FY28 | \$2,300,000 |
| Purchase a ladder track                              | FY27      | \$1,700,000 |
| Develop West Pinehurst Park                          | FY28      | \$1,000,000 |
| Village Place streetscape enhancements               | FY24-FY28 | \$1,000,000 |
| Replace park lighting (Cannon Park Fields 1 & 2)     | FY25      | \$345,000   |
| Public Safety Radio Improvements                     | FY24      | \$214,000   |
| Restore historical pathways within the Village       | FY24-28   | \$250,000   |
| Resurface Village Green Parking Lot                  | FY24      | \$75,000    |
| Preserve/Conserve Open Space In and Around Pinehurst | FY25      | \$50,000    |

Red Highlights – Item(s) related to Areas of Focus



- Plan to conduct 17 **evaluations** in FY 2024-2028 to ID ways to improve processes and service delivery. Several will be evaluated using the BIRDIE or ACE process improvement methodology.



| BIRDIE  |                                                 |
|---------|-------------------------------------------------|
| FY24-28 | Evaluate and Implement Document Imaging Storage |



| ACEs |                                                |
|------|------------------------------------------------|
| FY24 | Evaluate ways to automate employee timekeeping |
| FY24 | Recruitment/hiring process                     |



# FY 2024-2028 Five-Year Financial Plan

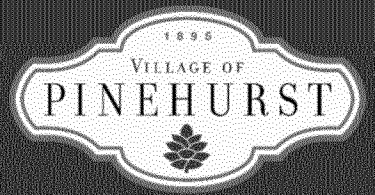


## Key Highlights of the Proposed FY 2024 Five-Year Financial Forecast:

- FY 2024 Tax Rate of \$0.23 is \$0.005 less than the inflation-adjusted revenue-neutral tax rate of \$0.235 based on the County's property revaluation
- Same tax rate increases as the adopted FY 2023 Strategic Operating Plan
- FY 2025–28 Projected Tax Rates:
  - FY 2025: No change
  - FY 2026: Increase \$0.01 due to added staff and operating costs for the expanded library/archives
  - FY 2027: No change
  - FY 2028: No change

|                                                                                                                                                                                                                                                       | FY 2023 | FY 2024* | FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|---------|---------|---------|---------|
| Tax Rate                                                                                                                                                                                                                                              | \$0.31  | \$0.23   | \$0.23  | \$0.24  | \$0.24  | \$0.24  |
| Tax Rate Change                                                                                                                                                                                                                                       |         | -8.0¢    | -       | 1.0¢    | -       | -       |
| *FY 2024 is a revaluation year. The 8.0¢ decrease is a result of adopting a rate slightly lower than the inflation-adjusted revenue-neutral tax rate based on the 50% average increase in property values. FY 2028 will be the next revaluation year. |         |          |         |         |         |         |

# FY 2024 Strategic Operating Plan Preview



| PRELIMINARY 5-Year Financial Forecast                      |                                                      | FY 2024             | FY 2025              | FY 2026              | FY 2027              | FY 2028              |
|------------------------------------------------------------|------------------------------------------------------|---------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Tax Rate</b>                                            |                                                      | <b>\$0.23</b>       | <b>\$0.23</b>        | <b>\$0.24</b>        | <b>\$0.24</b>        | <b>\$0.24</b>        |
| <b>Full Time Equivalents (FTEs)</b>                        |                                                      | <b>162.9</b>        | <b>163.4</b>         | <b>166.4</b>         | <b>166.4</b>         | <b>166.4</b>         |
| General Fund Operating Revenues                            |                                                      | \$26,306,000        | \$26,370,000         | \$27,128,000         | \$27,388,000         | \$28,299,000         |
| General Fund Other Financing Sources (Fund Balance Approp) |                                                      | 600,000             | -                    | -                    | -                    | -                    |
| General Fund Operating Expenditures                        |                                                      | 24,047,000          | 24,972,000           | 26,407,000           | 27,155,000           | 28,130,000           |
|                                                            | Operating Income(Loss)                               | \$2,259,000         | \$1,398,000          | \$721,000            | \$233,000            | \$169,000            |
| Capital Expenditures                                       |                                                      | 2,804,000           | 3,601,000            | 2,467,000            | 3,807,000            | 3,981,000            |
| Other Financing Uses                                       |                                                      | 80,000              | 4,000,000            | 3,000,000            | -                    | -                    |
| Total Expenditures                                         |                                                      | \$26,931,000        | \$32,573,000         | \$31,874,000         | \$30,962,000         | \$32,111,000         |
| Budget to Actual Variance <sup>1</sup>                     |                                                      | 2,305,000           | 2,323,000            | 2,437,000            | 2,502,000            | 2,578,000            |
|                                                            | <b>Projected Actual Gain/(Loss)</b>                  | <b>\$1,705,000</b>  | <b>(\$3,880,000)</b> | <b>(\$2,309,000)</b> | <b>(\$1,072,000)</b> | <b>(\$1,234,000)</b> |
|                                                            | <b>Projected Ending Fund Balance</b>                 | <b>\$18,412,000</b> | <b>\$14,532,000</b>  | <b>\$12,223,000</b>  | <b>\$11,151,000</b>  | <b>\$9,917,000</b>   |
|                                                            | <b>Projected Fund Balance as a % of Total Budget</b> | <b>68.4%</b>        | <b>44.6%</b>         | <b>38.3%</b>         | <b>36.0%</b>         | <b>30.9%</b>         |
|                                                            | Operating Margin                                     | 0.84                | 0.87                 | 0.90                 | 0.91                 | 0.92                 |

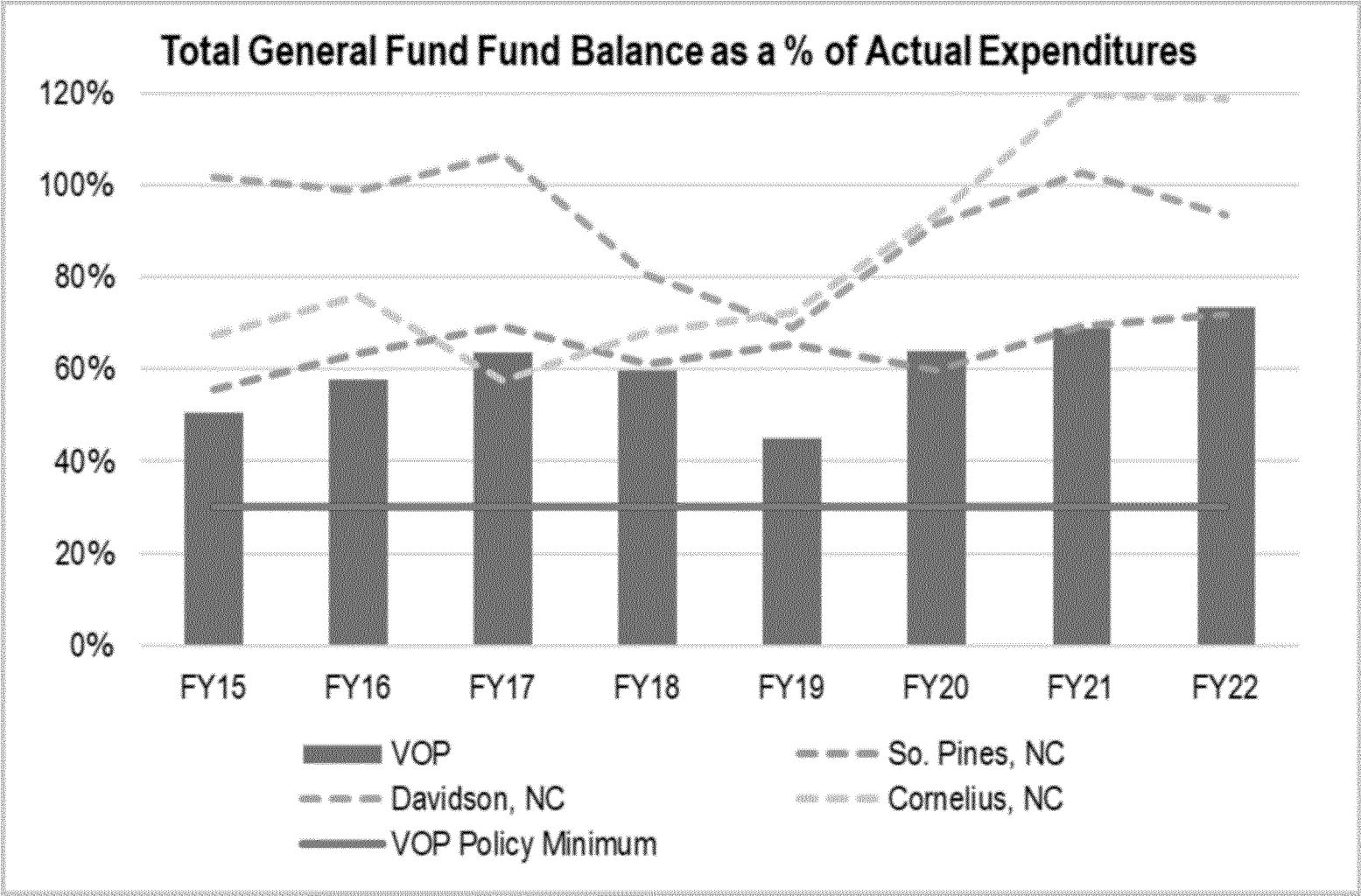
<sup>1</sup> Assumes actual revenues of 101% of budget and actual expenditures of 92% of budget



- Fund Balance:

- Needed for cash flows, emergencies, strategic initiatives, and opportunities
- Policy minimum of 30% of Total General Fund Fund Balance as a % of Budgeted Expenditures
- FB built up through FY24; spent on capital projects through FY28
  - High of 68.4% in FY24; reduced to 30.9% by FY28
- VOP comparable to Southern Pines but well below other peers

# FY 2024 Strategic Operating Plan Preview



# FY 2024 Strategic Operating Plan Preview



- The LGC compares key financial performance indicators each year upon submission of the audit.
- Fund balance available for appropriation (FBA) as a % of expenditures is compared to peer communities and the FBA % trend is monitored.
- If a unit's FBA % is in the lower quartile of their peer group (annual expenditures > \$10 million), they may be asked to prepare a response to LGC. The lower quartile range for VOP's peer group is 20-41% for FY 2021 (latest available from LGC).
- LGC recommends a minimum FBA % of 25% for municipalities in our peer group

|                                        | Grouping               | Average Fund<br>Balance Available | Average FBA as a<br>Percentage of<br>Average<br>Expenditures | Median Fund<br>Balance<br>Available | Median FBA<br>As a<br>Percentage of<br>Average<br>Expenditures |
|----------------------------------------|------------------------|-----------------------------------|--------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------|
| All<br>Municipalities                  | Statewide              | \$6,819,945                       | 60.87%                                                       | \$1,584,798                         | 104.33%                                                        |
| Units without<br>Electrical<br>Systems | All without electric   | \$6,394,457                       | 63.73%                                                       | \$1,472,939                         | 110.06%                                                        |
|                                        | 10,000,000 and Above   | \$33,798,204                      | 56.27%                                                       | \$12,945,920                        | 57.30%                                                         |
|                                        | 1,000,000 to 9,999,999 | \$3,174,166                       | 91.97%                                                       | \$2,339,230                         | 86.53%                                                         |
|                                        | 100,000 to 999,999     | \$868,838                         | 202.76%                                                      | \$619,731                           | 161.22%                                                        |
|                                        | 99,999 and Below       | \$224,773                         | 405.02%                                                      | \$174,176                           | 364.84%                                                        |

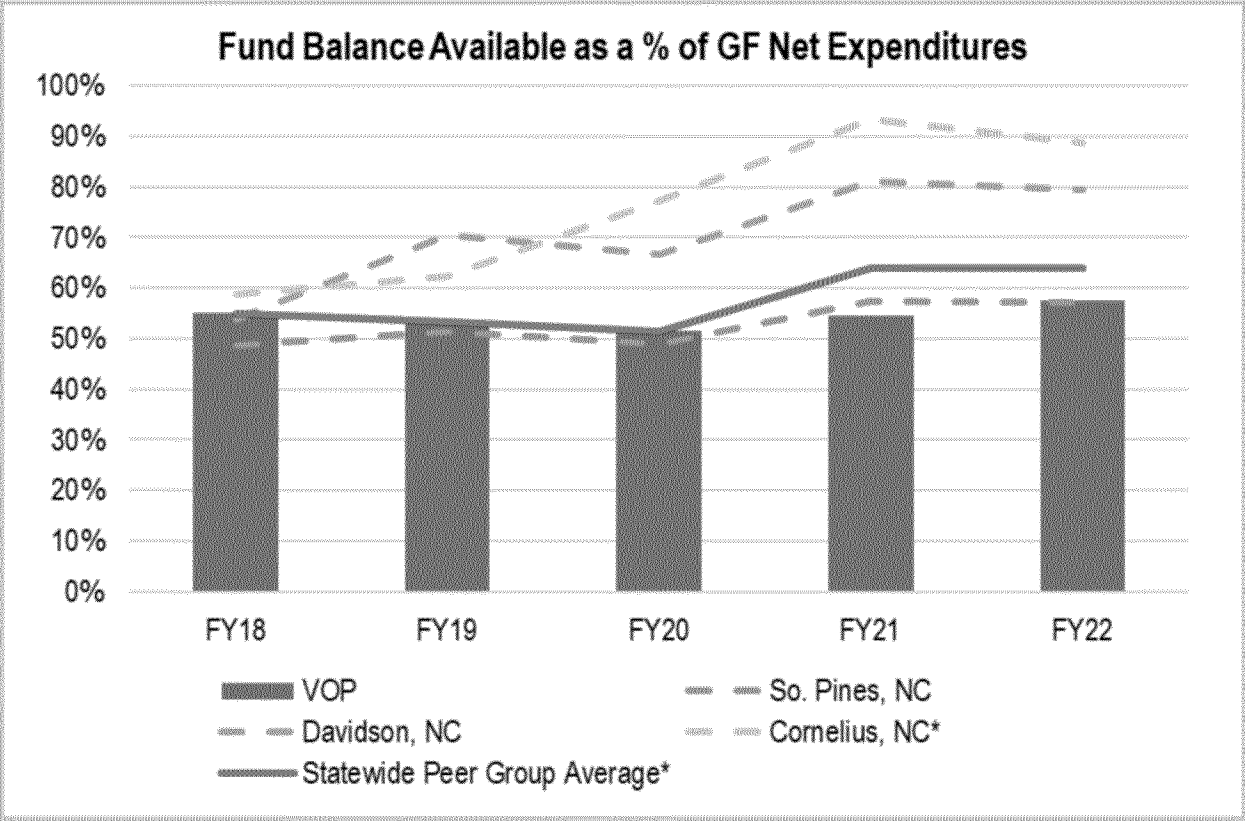
Source: North Carolina Department of State Treasurer, State and Local Government Finance Division: Financial Reports and Analysis Tools, Management of Cash and Taxes and Fund Balance Available for Counties and Municipalities



# FY 2024 Strategic Operating Plan Preview

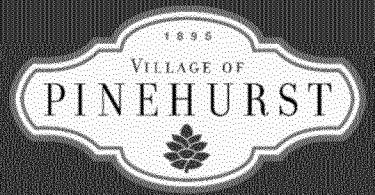


- VOP's FY 2022 FBA % was 58% compared to the peer group (population 10,000-49,999 without electrical system) average of 64%. This will trend downward to ~30% through FY 2028.



\* Cornelius, NC has an electrical system so it is not in the same statewide peer group as VOP in the SLG data.  
*Source: North Carolina Department of State Treasurer, State and Local Government Finance Division: Financial Reports and Analysis Tools*

# FY 2024 Strategic Operating Plan Preview



## Proposed Capital Project Funds:

| Project                         | FY 2024  | FY 2025     | FY 2026     | FY 2027 | FY 2028   | Comments                                                                                |
|---------------------------------|----------|-------------|-------------|---------|-----------|-----------------------------------------------------------------------------------------|
| Library Expansion               |          | \$4,600,000 |             |         |           | Design funded in FY22 at \$400,000.                                                     |
| Carriage House Parking Facility |          |             |             |         |           | Parking is moved out to FY 2029+ based on the decision to build a new library building. |
| Public Services Relocation      | \$80,000 | \$400,000   | \$6,000,000 |         |           | \$3,000,000 debt financing in FY 2026 for construction                                  |
| Fire Station 93                 |          |             |             |         | \$400,000 | Entire project would be debt financed                                                   |

- Debt burden to pay should be spread to taxpayers over multiple years as the benefit is received by taxpayers over the long life of the building assets
- \$3,000,000 debt issued in FY 2026 to fund construction (half of estimate cost)
- Debt service included in the five-year forecast is based on a 15 year term with 5% interest paid semi-annually
- Assumes only interest will be paid in FY 2026 and FY 2027 during construction (\$150K per year) with principal payments beginning in FY 2028 (\$317K per year)

|                             | FY 2023 | FY 2024 | FY 2025 | FY 2026      | FY 2027      | FY 2028      | Peer Group Average* |
|-----------------------------|---------|---------|---------|--------------|--------------|--------------|---------------------|
| Outstanding Debt Balance    | \$ -    | \$ -    | \$ -    | \$ 3,000,000 | \$ 3,000,000 | \$ 2,831,305 | \$ 5,053,668        |
| % of Property Valuation     | 0.00%   | 0.00%   | 0.00%   | 0.05%        | 0.05%        | 0.05%        | 0.28%               |
| Outstanding Debt per Capita | \$ -    | \$ -    | \$ -    | \$ 158       | \$ 156       | \$ 145       | \$ 322              |
| Debt Service as % of Op Exp | 0.06%   | 0.08%   | 0.05%   | 0.60%        | 0.55%        | 1.13%        |                     |
| Debt Service per Capita     | \$ 1    | \$ 1    | \$ 1    | \$ 8         | \$ 8         | \$ 16        | \$ 177              |

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## Key Highlights of the FY 2024-2028 Staffing Plan:

- 1. FY 2024 cost of living adjustment of 8%
- 2. Merit raises averaging 2% funded in FY 2024-2028
- 3. Addition of 7.88 full-time equivalents (FTEs) in proposed FY 2024-2028 plan

| Full-Time Equivalents (FTEs) |                    |           |                        |       |
|------------------------------|--------------------|-----------|------------------------|-------|
| Fiscal Year                  | Dept               | Type      | Job Title              | FTE   |
| FY 2024                      | Parks & Recreation | New FT    | Athletics Coordinator  | 1.00  |
| FY 2024                      | Parks & Recreation | New PT    | Recreation Assistant   | 0.63  |
| FY 2024                      | Fire               | New FT    | Assistant Fire Marshal | 1.00  |
| FY 2024                      | Fire               | New FT    | Firefighter            | 1.00  |
| FY 2024                      | Police             | New PT    | Police Apprentice      | 0.75  |
| FY 2025                      | Inspections        | Remove PT | Inspector              | -0.50 |
| FY 2025                      | Public Services    | New FT    | Stormwater Technician  | 1.00  |
| FY 2026                      | Library            | New FT    | Library/Archives Staff | 3.00  |
| RECOMMENDED TOTAL            |                    |           |                        | 7.88  |



# Council Discussion/ Direction



## Council Discussion/Direction:

- Have we sufficiently addressed Council’s higher priorities in the proposed five-year plan?
- Are there any other Council priorities that we need to address?
- Are there any significant modifications you would like to make to the proposed five-year plan at this point?

| KEY Dates |                                                                |
|-----------|----------------------------------------------------------------|
| May 4     | Village staff deliver FY 2024 SOP to Council                   |
| May 9     | Village Manager presents FY2024 SOP at Council Regular Meeting |
| May 17    | Budget Work Session #1                                         |
| May 18    | Budget Work Session #2 (if needed)                             |





**VILLAGE COUNCIL  
MINUTES FOR WORK SESSION OF APRIL 11, 2023  
ASSEMBLY HALL  
395 MAGNOLIA ROAD  
PINEHURST, NORTH CAROLINA  
4:30 PM**

The Pinehurst Village Council held a Work Session Meeting at 6:10 p.m., Tuesday, April 11, 2023, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor  
Mr. Patrick Pizzella, Mayor Pro Tem  
Mr. Jeff Morgan, Councilmember  
Ms. Jane Hogeman, Councilmember  
Mr. Jeffrey M. Sanborn, Village Manager  
Ms. Kelly Chance, Village Clerk

Absent: Ms. Lydia Boesch, Councilmember, with excused absence via vote during Regular Session

And approximately 12 attendees, including 7 staff and 1 press

**1. Call to Order.**

Mayor Strickland called the Village Council meeting to order.

**2. Discuss Village Place and Pinehurst South Form Based Code.**

Alex Cameron, Planning & Inspections Director, presented the latest draft of the Village Place and Pinehurst South Form Based Codes to Council. He stated Planning staff and the Planning and Zoning Board have met and closely collaborated to review and revise the documents. He stated these documents form the basis for the future amendments to the Pinehurst Development Ordinance (PDO) and Official Zoning Map to implement the recommendations and visions outlined in each of the Small Area Plans. Additionally, he noted, the intent is that these documents will also serve as a guide for future conditional rezoning requests for development within the two planning areas.

Mr. Cameron reported the Planning and Zoning Board held a public hearing on March 30, 2023, and unanimously recommended Village Council adopt the Village Place and Pinehurst South Small Area Plans and Form Based Codes as official "plans". North Carolina General Statute Chapter 160D-501 "plans" include comprehensive plans and any other plans deemed appropriate including small area plans. He stated adoption of such plans shall follow the process for zoning text amendments set by 160D-601. Mr. Cameron stated the intent of this work session is to share with Council the drafts recommended for adoption by the Planning and Zoning Board and receive input prior to a public hearing and consideration of adoption by Village Council.

Councilmember Morgan stated he is comfortable with the direction staff is going and had no recommendations. Councilmember Hogeman expressed concerns about residential density and adequate balance. She also noted she would like to see more open

space. Mayor Pro Tem Pizzella discussed the need to push underground utilities. Also discussed was the adequacy of 10-foot-wide street size, especially in allowing delivery trucks to reach homes and businesses. Mr. Cameron noted this is a standard minimum and noted it is sufficient. Council discussed the impact the plan will have on the Jackson Hamlet area.

Mr. Cameron stated he will take the recommendations provided by Council and staff will continue moving forward with those recommendations.

**3. Discuss FY24 SOP Capital Project Prioritization.**

Jeff Sanborn reported staff has prepared two viable 5-year operating plan scenarios for Council consideration. He stated, one scenario includes the construction of a downtown parking facility and the second does not. He stated staff believes that the scenario without a downtown parking facility is only appropriate if Council chooses to split library and archive services with the archives remaining in the current building and the library moving to a new location. He stated staff seeks Council's decision on whether to split library and archives service locations so that staff can complete the 5-year SOP development.

Mayor Pro Tem Pizzella stated he feels the size of a new library should be substantially less than the architectural recommendations and noted this is due to the accessibility of the internet via cellphones. Council consensus was to split the library and archives, with the potential of moving the welcome center into the current library and archives building along with maintaining the archives in its current location. Consensus was to build a new library and proceed with this opportunity as outlined by Oakley Collier Architects.

**4. Discuss Development Related Bills Being Considered by the General Assembly.**

Jeff Sanborn provided Council with a list of current General Assembly Bills that relate primarily to the subject of affordable housing and Workforce housing, including a short-term rental preemption bill that is being introduced into the Senate. Bills discussed briefly were Senate Bills S290, S667, and S317 as well as House Bills H409, H474, and H294.

**5. Other Work Session Business**

No other work session business items were discussed.

**6. Potential Future Agenda Items**

No potential future agenda items were put forth.

**7. Adjournment.**

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Hogeman, Council unanimously approved to adjourn the work session at 8:50 p.m., by a vote of 4-0.

Respectfully Submitted,

Kelly Chance,  
Village Clerk

*A videotape of this meeting is located on the Village website: [www.vopnc.org](http://www.vopnc.org)*

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

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

*Values: Service, Initiative, Teamwork, and Improvement*