



**Village Council
Agenda for Regular Meeting of December 10, 2024
Assembly Hall
395 Magnolia Road, Pinehurst, NC 28374
Pinehurst, North Carolina
4:30 PM**

1. Call to Order
2. Invocation and Pledge of Allegiance
 - A. 2024 Invocation Volunteers
 - B. 2024 Pledge of Allegiance Volunteers

3. Reports
 - A. Manager
 - B. Council

4. Motion to Approve Consent Agenda

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

- A. Approval of Village Council Meeting Minutes
 1. November 12, 2024, Regular Meeting Minutes
 2. November 12, 2024, Work Session Minutes
 3. December 03, 2024, Special Meeting Minutes
- B. Approval of the 2025 Council Meeting Schedule

End of Consent Agenda

5. Public Comments
6. Resolutions
 - A. Resolution 24-37 Honoring Mr. Paul Roberts
 - B. Resolution 24-40 Reappointing Mr. Bruce Hironimus to the Planning & Zoning Board and Board of Adjustment

7. Regular Business

- A. Consider the Contract for the Comprehensive Update to the Pinehurst Development Ordinance
- B. Recognition of the Village's Joint Celebration of Donald Ross's 152nd Birthday with the Town of Dornoch, Scotland
- C. Acknowledgment of the USGA's Appreciation for the Village of Pinehurst's Support of the 124th U.S. Open Championship

8. Other Business

9. Motion to Adjourn

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

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

Values: Service, Initiative, Teamwork, and Improvement.



2024 Invocation Volunteers ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 12/05/2024

MEMO DETAILS

The Village Council and Staff would like to recognize and thank the following 2024 Invocation Volunteers:

- Mr. Hugh Tudor-Foley
- Mr. Matthew Stillman
- Mr. John Forbes
- Mr. Roderick Stone
- Mr. Trey Majure
- Mr. Ed Shuck
- Ms. Katie Hoerster

ATTACHMENTS

None



2024 Pledge of Allegiance Volunteers

ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 12/05/2024

MEMO DETAILS

The Village Council and Staff would like to recognize and thank the following 2024 Pledge of Allegiance Volunteers:

- Mr. John Vann
- Holden Mathis
- Ainsley Bare
- Maryn Evans
- Porter Hoag
- Samuel Carubba
- Oliver Swanson
- Gemma Harris
- Bridgette Baxter
- Eli Brown
- Braxton Reilly
- Kinley Czekalski
- Liselle Romero
- Will Simmons
- Tucker Newman
- Vice Admiral David Buss
- Landon Smith
- Benson Schiro
- Kaleb Cameron
- Genevieve DeSabio

ATTACHMENTS

None



November 12, 2024, Regular Meeting Minutes
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 12/02/2024

MEMO DETAILS

ATTACHMENTS

1. 11.12.2024 DRAFT Regular Meeting Minutes



**Village Council
Minutes for the Regular Meeting of November 12, 2024
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
4:30 p.m.**

The Pinehurst Village Council held a Regular Meeting at 04:30 p.m., Tuesday, November 12, 2024, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. Patrick Pizzella, Mayor
Dr. Jeff Morgan, Councilmember
Ms. Barb Ficklin, Councilmember
Mr. John Taylor, Mayor Pro Tem
Mr. Jack Farrell, Councilmember
Mr. Doug Willardson, Village Manager
Ms. Shannon Konstantinou, Village Clerk
Mr. Paul Conners, IT Systems Specialist
Ms. JoEllen Richter, IT Technician

And approximately 17 attendees in addition to 6 staff and 0 press.

1. Call to Order.

Mayor Pizzella called the Village Council meeting to order at 04:30 p.m.

2. Invocation by Reverend Trey Majure and Pledge of Allegiance by Genevieve DeSabio.

3. Reports:

Village Manager

- Mr. Doug Willardson reported on the November 16, 2024, Moore County Hazardous Waste Collection event at Pinecrest High School; on the November 23, 2024, Turkey Trot race; on the November 23, 2024, celebration of Donald Ross' birthday; on the November 30, 2024, Small Business Saturday / Shop Small kick off; on the November 30, 2024, Pop Up Holiday Market at the Fair Barn; and on the December 06, 2024, Christmas Tree Lighting event.

Village Council

- Mayor Pizzella reported on the November 09, 2024, Southern Pines Veterans' Day parade; on the October 26, 2024, Festival D'Avion at Moore County Airport; on the October 26, 2024, Oktoberfest event; on a recent meeting with residents regarding golf cart safety and upcoming informational push; and on the recent Pinehurst Police Department daily reports.

- Councilmember Morgan reported on the October 23, 2024, Central Pines Regional Council Board of Delegates meeting.
- Mayor Pro Tem Taylor reported on the November 06, 2024, Technical Coordinating Committee of the Sandhills Metropolitan Planning Organization meeting (TCC-SMPO).
- Councilmember Ficklin reported on the October 28, 2024, Pinehurst Business Partners meeting held in West End; on the November 04, 2024, Beautification Committee meeting; and on the November 09, 2024, Southern Pines Veterans' Day parade.
- Councilmember Farrell reported on the quarterly Regional Land Use Advisory Commission (RLUAC) meeting.

4. Motion to Approve Consent Agenda.

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

A. Approval of Village Council Meeting Minutes

- October 08, 2024, Closed Session Minutes
- October 22, 2024, Regular Meeting Minutes
- October 22, 2024, Work Session Minutes

End of Consent Agenda.

Upon a motion by Councilmember Ficklin, seconded by Councilmember Morgan, Council unanimously approved the Consent Agenda by a vote of 5-0.

5. Public Comments.

Ms. JoAnn Valdes, Pinehurst resident, expressed concern about the reduced visibility at the entrances to the Pinehurst Traffic Circle due to the types and sizes of plantings and asked that Council reach out to NCDOT to ask that the plantings be reviewed.

Mr. Bruce Geddes, Pinehurst resident, expressed concern about the reduced visibility at the entrances to the Pinehurst Traffic Circle due to the types and sizes of plantings and asked that Council reach out to NCDOT to ask that the plantings be reviewed.

Mr. Parker Garrison, Seven Lakes resident, was asked by Mayor Pizzella to defer his comments and presentation on the Pinehurst Traffic Circle to the Work Session during discussion of Item 2.A. General Business: Discussion on Residents-Proposed Improvements to the Pinehurst Traffic Circle. Mr. Garrison agreed to defer his comments and presentation to the Work Session.

6. Proclamations.

A. Small Business Saturday 2024

Mr. Willardson provided background on Small Business Saturday and Mayor Pizzella read aloud the Small Business Saturday 2024 Proclamation.

MAYORAL PROCLAMATION VILLAGE OF PINEHURST

WHEREAS, the Village of Pinehurst, North Carolina, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid

employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States; and

WHEREAS, 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 59% of United States consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

WHEREAS, the Village of Pinehurst supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in Regular Meeting assembled this 12th day of November 2024, as follows:

We, the Village Council, do hereby proclaim November 30th, 2024, as Small Business Saturday and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Village of Pinehurst, this the 12th day of November 2024.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Farrell, Council unanimously approved the Small Business Saturday 2024 Mayoral Proclamation by a vote of 5-0.

7. Resolutions.

A. Resolution 24-36 Honoring Mr. Jeremy Hooper

Mayor Pizzella provided background on Mr. Jeremy Hooper's service to the Village and read aloud Resolution 24-36 honoring Mr. Hooper for his years of service on the Planning & Zoning Board and Board of Adjustment.

Upon a motion by Councilmember Farrell, seconded by Councilmember Ficklin, Council unanimously approved Resolution 24-36 honoring Mr. Jeremy Hooper by a vote of 5-0.

**A Resolution Honoring the Service of
Mr. Jeremy Hooper**

WHEREAS, Mr. Jeremy Hooper has been a dedicated and invaluable member of the Village of Pinehurst community; and

WHEREAS, Mr. Hooper served with distinction on the Planning & Zoning Board and Board of Adjustment from 2018 to 2024, generously volunteering his time and expertise, and making significant contributions to the thoughtful and responsible growth of the Village; and

WHEREAS, Mr. Hooper was appointed by the Village Council as the Chair for the Planning & Zoning Board and served in this position from October 12th, 2021 to October 31st, 2024; and

WHEREAS, Mr. Hooper was instrumental in the development of the Village Place and Pinehurst South Small Area Plans and Form-Based Guidance Plans, which were adopted by the Village Council in May of 2023; and

WHEREAS, Mr. Hooper's contributions to these Boards has had a profound and lasting impact on the Village of Pinehurst.

Now, Therefore, Be It Resolved by the Village Council of the Village of Pinehurst, North Carolina, in a Regular Meeting assembled this 12th day of November 2024 as follows:

Section 1. That the Village Council hereby expresses, on behalf of the citizens of Pinehurst, its sincere gratitude and appreciation to Mr. Jeramy Hooper for his exemplary service and dedication to the community.

Section 2. That a copy of this resolution be spread upon the permanent minutes of the Village of Pinehurst and a copy thereof, duly executed by the Mayor, be presented to Mr. Hooper as a token of our esteem.

This Resolution passed and adopted this 12th day of November 2024.

B. Resolution 24-38 Appointment of Mr. William Colmer to the Planning & Zoning Board and Board of Adjustment (P&Z / BOA)

Mayor Pizzella introduced Mr. William Colmer and asked Mr. Colmer to provide information on his desire to serve on the Planning & Zoning Board and Board of Adjustment and background experience.

Mr. Colmer spoke of his personal background, education in engineering, professional experience in program management, and military service. Mr. Colmer, also, spoke of his involvement in the Village of Pinehurst community.

Councilmember Morgan thanked Mr. Colmer for his volunteer service within the Village of Pinehurst community and on the Military Officers Association.

Upon a motion by Councilmember Morgan, seconded by Councilmember Farrell, Council unanimously approved Resolution 24-38 appointing Mr. William Colmer to the Planning & Zoning Board and Board of Adjustment (P&Z / BOA) effective November 12th, 2024, until November 30th, 2026, by a vote of 5-0.

RESOLUTION #24-38:

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

THAT WHEREAS, the Village of Pinehurst has established a Planning & Zoning Board and a Board of Adjustment as required by its Development Ordinance and authorized by North Carolina General Statutes 160D-301 and 160D-302; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 12th day of November 2024, that the following appointment is hereby made to the Planning & Zoning Board and the Board of Adjustment for the term indicated:

Mr. William Colmer is appointed as a member of the Planning & Zoning Board and the Board of Adjustment effective November 12, 2024, to serve at the pleasure of the Council until the end of his term on November 30, 2026.

THIS RESOLUTION passed and adopted this 12th day of November 2024.

C. Resolution 24-39 Appointment of Ms. Martha Wicker to the Neighborhood Advisory Committee (Old Town East)

Ms. Kristin Bunton, Communications Specialist and Neighborhood Advisory Committee Staff Liaison, introduced Ms. Martha Wicker.

Ms. Wicker spoke about her personal connection to the Village of Pinehurst and Rassie Wicker Park and background experience.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved Resolution 24-39 Appointment of Ms. Martha Wicker to the Neighborhood Advisory Committee (Old Town East) effective November 12th, 2024, until June 30th, 2026, by a vote of 5-0.

RESOLUTION #24-39:

A RESOLUTION APPOINTING THE NEIGHBORHOOD ADVISORY COMMITTEE REPRESENTATIVE FOR OLD TOWN EAST.

WHEREAS, the Village of Pinehurst established a Neighborhood Advisory Committee (NAC) in 2008; and

WHEREAS, the Village of Pinehurst officially reorganized the Neighborhood Advisory Committee (NAC) under the leadership of the Village Council of the Village of Pinehurst on the 11th day of April 2023; and

WHEREAS, there is a need to fill a vacancy on the Neighborhood Advisory Committee to represent the Old Town East designated area; and

WHEREAS, Mrs. Martha Wicker and the Village Council of Pinehurst are desirous of Mrs. Martha Wicker serving as a representative of the Old Town East area on the Neighborhood Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 12th day of November 2024 as follows:

SECTION 1. That the following appointment is hereby made to the Neighborhood Advisory Committee for the term indicated:

Mrs. Martha Wicker is appointed as a representative of the Old Town East area on the Neighborhood Advisory Committee, effective November 12th, 2024, said term to expire June 30th, 2026.

THIS RESOLUTION passed and adopted this the 12th day of November 2024.

8. Ordinances.

A. Consider Ordinance 24-20 Amending the FY 2025 General Fund Budget for a SBITA

Ms. Dana Van Nostrand, Financial Services Director, reviewed a memo detailing the requested FY 2025 General Fund Budget amendment for a SBITA contract with Auvik and discussed with Council the reason budget amendments are needed for new software subscription contracts.

Upon a motion by Councilmember Farrell, seconded by Councilmember Morgan, Council unanimously approved Ordinance 24-20 amending the FY 2025 General Fund Budget for a SBITA contract with Auvik by a vote of 5-0.

ORDINANCE #24-20:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2025, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND (SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS REPORTING REQUIREMENTS UNDER GASB STATEMENT NO. 96)

THAT WHEREAS, the Governmental Accounting Standards Board (GASB) released Statement No. 96 entitled *Subscription-Based Information Technology Arrangements* which was adopted in the fiscal year beginning July 1, 2022 (FY 2023); and

WHEREAS, Ordinance 24-11, adopted on June 4, 2025, appropriated funds for the FY 2025 General Fund budget based on the subscription-based information technology arrangements (SBITAs) known at the time; and

WHEREAS, an amendment is needed to increase expenditure appropriations and amend anticipated revenues in the General Fund for a SBITA that was not included in Ordinance 24-11 for a network management software subscription;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 12th day of November 2024, as follows:

SECTION 1. To amend the FY 2025 General Fund budgeted expenditures, the following amounts are to be added to the expenditure appropriations:

GENERAL FUND EXPENDITURES:

Administration	\$ 1,630
Financial Services	540
Human Resources	1,635
Police	4,535
Fire	3,270
Inspections	545
Public Services Administration	910
Streets & Grounds	730
Solid Waste	545
Planning	1,455
Recreation	1,090
Library & Archives	730
Harness Track	185
Fair Barn	365
Debt Service	<u>9,505</u>

TOTAL EXPENDITURES AMENDMENT \$ 27,670

SECTION 2. To amend the General Fund budgeted revenues, the following amount should be added to the original estimated revenues for FY 2025:

GENERAL FUND REVENUES:

Other Financing Sources	\$ <u>27,670</u>
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TOTAL REVENUES AMENDMENT \$ 27,670

SECTION 3. Copies of this budget amendment shall be furnished to the Village Clerk, Village Manager, and Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 12th day of November 2024.

9. Regular Business.

A. FY 2025 Quarterly Financial Statements as of and for the Quarter Ended September 30, 2024

Ms. Dana Van Nostrand, Financial Services Director, reviewed a memo detailing the FY 2025 Q1 Financial Statements and discussed each section of the memo with Council.

B. FY 2025 Quarterly Strategic Operating Plan Update for the Quarter Ended September 30, 2024

Mr. Willardson reviewed a PowerPoint presentation on the FY 2025 Q1 Strategic Operating Plan update, which highlighted the FY25 Initiative Action Plan.

C. Consider Bids for Chinquapin and Magnolia Intersection and Stormwater Improvements Project

Mr. Willardson and Mr. Carlton Cole, Assistant Village Manager, reviewed a memo detailing the Chinquapin and Magnolia Intersection and Stormwater Improvements Project and background on the bids received, and displayed proposed site plans for the project.

Upon a motion by Councilmember Farrell, seconded by Mayor Pro Tem Taylor, Council

unanimously approved the Chinquapin and Magnolia Intersection and Stormwater Improvements Project contract with Ascot Corporation for the Alternate Bid amount of \$664,459 by a vote of 5-0.

10. Other Business

Mayor Pizzella reiterated the concerns expressed by the residents who spoke during the Public Comments period regarding the plantings at the Pinehurst Traffic Circle approaches.

11. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Farrell, Council unanimously approved to adjourn the Regular Meeting by a vote of 5-0 at 05:48 p.m.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk

A videotape of this meeting is located on the Village website: 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



November 12, 2024, Work Session Minutes
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 12/02/2024

MEMO DETAILS

ATTACHMENTS

1. 11.12.2024 DRAFT Work Session Minutes



**Village Council
Minutes for the Work Session of November 12, 2024
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
04:30 p.m.**

The Pinehurst Village Council held a Work Session Meeting at 05:48 p.m., Tuesday, November 12, 2024, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. Patrick Pizzella, Mayor
Dr. Jeff Morgan, Councilmember
Ms. Barb Ficklin, Councilmember
Mr. John Taylor, Mayor Pro Tem
Mr. Jack Farrell, Councilmember
Mr. Doug Willardson, Village Manager
Ms. Shannon Konstantinou, Village Clerk
Mr. Paul Conners, IT Specialist
Ms. JoEllen Richter, IT Technician

And approximately 10 attendees in addition to 3 staff and 0 press.

1. Call to Order.

Mayor Pizzella called the Village Council Work Session to order at 06:00 p.m.

2. General Business.

A. Discussion on Residents-Proposed Improvements to the Pinehurst Traffic Circle

Mr. Parker Garrison, Seven Lakes resident, provided background on his proposal and presented a diagram on a signaled / AI / modified “Turbo Circle” solution to the Pinehurst Traffic Circle.

Mr. David Herring, Pinehurst resident, and Mr. Peter Mamuzic, Pinehurst resident, introduced themselves and reviewed a PowerPoint presentation on three proposed solutions to the Pinehurst Traffic Circle consisting of a True Continuous Flow, a Straight Through Express, and a Mamuzic Express design.

Council agreed to package the resident proposals for submittal to NCDOT for consideration and feedback. In addition, Council agreed to ask NCDOT to adjust the approach angles and to install more lane dividers while a solution is being researched.

B. Discussion on the Social District

Mr. Willardson reviewed a memo detailing the feedback on previous Social District events and three options available to Council for future Social District events consisting of Permanent Social District; Weekends, Holidays, and Special Events; and Special Events Only.

Council agreed to consider a Social District for Special Events Only and to have Village Staff reach out to Downtown businesses for feedback on which Special Events they would prefer.

C. Feedback on the Given Memorial Library Design

Mr. Willardson reviewed a memo outlining the status of the Given Memorial Library design process and the updated proposed plans.

Council agreed to have Village Staff ask the architect to include a meandering trail from the rear parking lot to the front entrance or to the side patio to provide additional points of ingress / egress for visitors using strollers, wheelchairs, or other assisted mobility devices.

3. Other Business.

Mr. Willardson reminded everyone about the upcoming Council Special Meeting – Strategic Planning Retreat to be held on Tuesday, December 03, 2024.

4. Motion to Adjourn.

Upon a motion by Councilmember Farrell, seconded by Councilmember Morgan, Council unanimously approved to adjourn the Work Session by a vote of 5-0 at 07:32 p.m.

Respectfully submitted,

Shannon Konstantinou
Village Clerk

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

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

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December 03, 2024, Special Meeting Minutes
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 12/04/2024

MEMO DETAILS

ATTACHMENTS

1. 12.03.2024 DRAFT Special Meeting Minutes



**Village Council
Minutes for the Special Meeting of December 03, 2024
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
9:00 a.m.**

The Pinehurst Village Council held a Special Meeting at 09:00 a.m., Tuesday, December 03, 2024, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. Patrick Pizzella, Mayor
Dr. Jeff Morgan, Councilmember
Ms. Barb Ficklin, Councilmember
Mr. John Taylor, Mayor Pro Tem
Mr. Jack Farrell, Councilmember
Mr. Doug Willardson, Village Manager
Mr. Carlton Cole, Assistant Village Manager
Ms. Ashleigh Thompson, Administrative and Data Coordinator
Ms. Kristin Bunton, Communications Specialist
Ms. Angela Kantor, Human Resources Director
Ms. Dana Van Nostrand, Financial Services Director
Mr. Jason Whitaker, Chief Information Officer
Mr. Alex Cameron, Planning & Inspections Director
Mr. Derrick Clouston, Fire Chief
Mr. Kenneth Hall, Deputy Police Chief
Ms. Angie Whisnant, Parks & Recreation Director
Mr. Mike Apke, Public Services Director
Ms. Audrey Moriarty, Library Services & Archives Director
Ms. Shannon Konstantinou, Village Clerk

And approximately 4 attendees and 1 press.

1. Call to Order.

Mayor Pizzella called the Village Council meeting to order at 09:01 a.m.

Mr. Reginald Jones, USGA Senior Director of U.S. Open Championships, and Mr. John Bodenhamer, USGA Chief Championships Officer, thanked the Village Council and Staff for all their hard work helping to make the 2024 U.S. Open one of the best Opens in the history of the tournament and presented the Village with a resolution signed by Mr. Fred Perpall, President of the USGA, which will be displayed in the lobby of Village Hall.

2. Regular Business.

A. Fiscal Year 2026 Strategic Planning Retreat

Council and Staff reviewed a PowerPoint presentation highlighting specific goals and strategic objectives and discussed the development of the Fiscal Year 2026 Strategic Operating Plan.

No action was taken. Council and Staff agreed on the objectives to pursue in preparation for presentation of the final Fiscal Year 2026 Strategic Operating Plan and Budget documents to Council for approval at a June 2025 Regular Meeting.

3. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Morgan, Council unanimously approved to adjourn the Special Meeting by a vote of 5-0 at 04:01 p.m.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk

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

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DRAFT



**Approval of the 2025 Council Meeting Schedule
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 10/10/2024

MEMO DETAILS

ATTACHMENTS

1. 2025 Village Council Meeting Schedule



2025 VILLAGE COUNCIL MEETING SCHEDULE

**Held on the 2nd and 4th Tuesdays
Assembly Hall at 395 Magnolia Road, Pinehurst, NC 28374**

January 14 at 4:30 p.m. – RM/WS
January 28 at 4:30 p.m. – RM/WS

February 11 at 4:30 p.m. – RM/WS
February 25 at 4:30 p.m. – RM/WS

March 11 at 4:30 p.m. – RM/WS
March 25 at 4:30 p.m. – RM/WS

April 08 at 4:30 p.m. – RM/WS
April 22 at 4:30 p.m. – RM/WS

May 13 at 4:30 p.m. – RM/WS
May 27 at 4:30 p.m. – RM/WS

June 10 at 4:30 p.m. – RM/WS
June 24 at 4:30 p.m. – RM/WS

July 08 at 4:30 p.m. – RM/WS
July 22 at 4:30 p.m. – RM/WS

August 12 at 4:30 p.m. – RM/WS*

September 09 at 4:30 p.m. – RM/WS
September 23 at 4:30 p.m. – RM/WS

October 14 at 4:30 p.m. – RM/WS
October 28 at 4:30 p.m. – RM/WS

November 18 at 4:30 p.m. – RM/WS*

December 09 at 4:30 p.m. – RM/WS*

RM/WS= Regular Meeting/Work Session

*The date or time of a meeting may be changed, or additional meetings may be called by Council.
These meetings will be given the title “Special Meetings” and will be announced.*

****August, November, and December will only have one scheduled meeting.***



Resolution 24-37 Honoring Mr. Paul Roberts
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 10/29/2024

MEMO DETAILS

ATTACHMENTS

1. DRAFT Resolution 24-37 Honoring Mr. Paul Roberts

A Resolution Honoring the Service of Mr. Paul Roberts

WHEREAS, Mr. Paul Roberts has been a dedicated and invaluable member of the Village of Pinehurst community; and

WHEREAS, Mr. Roberts served with distinction on the Planning & Zoning Board and Board of Adjustment from 2018 to 2024, generously volunteering his time and expertise, and making significant contributions to the thoughtful and responsible growth of the Village; and

WHEREAS, Mr. Roberts was instrumental in the development of the Village Place and Pinehurst South Small Area Plans and Form-Based Guidance Plans, which were adopted by the Village Council in May of 2023; and

WHEREAS, Mr. Roberts' contributions to these Boards has had a profound and lasting impact on the Village of Pinehurst.

Now, Therefore, Be It Resolved by the Village Council of the Village of Pinehurst, North Carolina, in a Regular Meeting assembled this 10th day of December 2024 as follows:

Section 1. That the Village Council hereby expresses, on behalf of the citizens of Pinehurst, its sincere gratitude and appreciation to Mr. Paul Roberts for his exemplary service and dedication to the community.

Section 2. That a copy of this resolution be spread upon the permanent minutes of the Village of Pinehurst and a copy thereof, duly executed by the Mayor, be presented to Mr. Roberts as a token of our esteem.

This Resolution passed and adopted this 10th day of December 2024.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By:

Patrick Pizzella, Mayor



**Resolution 24-40 Reappointing Mr. Bruce Hironimus to the Planning & Zoning
Board and Board of Adjustment
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 11/25/2024

MEMO DETAILS

ATTACHMENTS

1. DRAFT Resolution 24-40 Reappoint P&Z-BOA (Hironimus)

RESOLUTION #24-40:

A RESOLUTION REGARDING A RE-APPOINTMENT TO THE PINEHURST PLANNING & ZONING BOARD AND BOARD OF ADJUSTMENT.

THAT WHEREAS, the Village of Pinehurst has established a Planning & Zoning Board and a Board of Adjustment as required by its Development Ordinance and authorized by North Carolina General Statutes 160D-301 and 160D-302; and

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

WHEREAS, the term of Mr. Bruce Hironimus will expire on December 31st, 2024; and

WHEREAS, Mr. Hironimus and the Village Council of Pinehurst are desirous of him continuing to serve as a member of the Planning & Zoning Board and the Board of Adjustment for an additional term; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 10th day of December 2024 that the following appointment is hereby made to the Planning & Zoning Board and the Board of Adjustment for the term indicated:

Mr. Bruce Hironimus is re-appointed as a member of the Planning & Zoning Board and the Board of Adjustment effective January 01, 2025, to serve at the pleasure of the Council until the end of his term on December 31, 2027.

THIS RESOLUTION passed and adopted this 10th day of December 2024.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney



**Consider the Contract for the Comprehensive Update to the Pinehurst
Development Ordinance
ADDITIONAL AGENDA DETAILS:**

FROM: Alex Cameron, Planning & Inspections Director
CC: Village Council; Doug Willardson
DATE OF MEMO: 12/02/2024

MEMO DETAILS

The purpose of this agenda item is to consider and approve a contract for professional services for the comprehensive update of the Pinehurst Development Ordinance (PDO). After interviewing four firms, Village Council and Staff selected Kimley-Horn as the consultant to complete this project. The project has been identified as an Initiative Action Plan (IAP) since fiscal year 2021. The total amount budgeted for the project is \$200,000. The proposed contract includes an add-on to update the Village's Engineering Standards and Specifications Manual (ESSM) as part of the project which will be necessary to ensure the PDO and ESSM are in sync as well as provide other necessary updates and implement new development standards. With this add-on, the total proposed cost for the services is \$216,625. Additional meetings and work beyond what is stated in the scope of services may be added at the prescribed cost in the document. If approved, a budget amendment will be needed for the additional amount over the \$200,000 budgeted and can be approved by the Village Manager.

ATTACHMENTS

1. Kimley-Horn PDO Update Contract



November 25, 2024

Mr. Alex Cameron, Planning and Inspections Director
Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374

Re: Letter Agreement for Professional Services for
Village of Pinehurst Comprehensive Unified Development Ordinance Update
Pinehurst, North Carolina

Dear Alex:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the Village of Pinehurst ("Client" or "Village" or "Village of Pinehurst") for providing professional consulting services to assist with updates to the Village's Unified Development Ordinance (UDO), Zoning Map, and Engineering Standards and Specifications Manual.

Project Understanding

The Village of Pinehurst desires to modernize the current 2005 Pinehurst Development Ordinance and requests that Kimley-Horn assist the Client with the development of the updated design standards. The Client recently completed the 2019 Comprehensive Plan as well as Village Place and Pinehurst South Small Area Plans and Form Based Guidance Plans. The Client would like Kimley-Horn to rely on these new documents together with public engagement and collaboration to help ensure that the updated ordinance contains character-based zoning concepts as well as appropriate development regulations that provide opportunities for high quality development.

The following details the Scope of Services is based on a 12-to-14-month schedule from the date of Notice to Proceed (NTP).

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – UNIFIED DEVELOPMENT ORDINANCE UPDATE

Task 1.1: Project Initiation

The main purpose for the project initiation task is to establish a common background and understanding of the project and the current conditions in the Village of Pinehurst. TASK 1 includes the following subtasks.

- A. Public Engagement and Communications Plan - The public outreach plan will outline a process for providing opportunities for involvement by stakeholders and residents. The document not only will outline the outreach activities and effort but also indicate how the outreach event will integrate with the planning process. This will help ensure that outreach creates information that contributes in a meaningful way to the planning process and integrates with outreach associated with other plans. Consultant will revise the public outreach plan one (1) time based on Village comments.

1. It is suggested that the Village of Pinehurst identify/establish a Steering Committee to review the UDO. Consultant will facilitate up to five (5) Steering Committee meetings over the course of the project, including one (1) kick-off introductory meeting and four (4) progress/review meetings. Each Steering Committee meeting is anticipated to last 2 – 3 hours each. These meetings will be conducted in-person.
- B. Community Tour – The Consultant and Village Staff will do a driving tour of the Village of Pinehurst to begin discussions of key topic, visit recently completed development(s), and areas prime for redevelopment/ETJ.
- C. Project Website – Village of Pinehurst staff will be responsible for creating a webpage on the Village website for information relevant to the UDO. The Consultant will contribute to the initial website content and provide materials to be uploaded to the website during the planning process. The Client will be responsible for maintaining the webpage including overall design and maintenance of an interactive project website with educational material that would include project status information. For efficiency, we recommend using the Village's website with a separate link to provide users with updates to content, project information, and project schedules. If desired, we also can integrate social media platforms (e.g., Twitter and Facebook) into the project web presence.
- D. Consultant will work with Village Staff to determine the date and time of on- going bi- weekly status update meetings to review the projects progress.
- E. Kick-Off Meetings –
 1. Consultant will prepare for and attend one (1) Kick-Off meeting and workshop with Village staff and appointed/elected Boards, introducing key members of the project team, the proposed plan of action/scope of services, and anticipated timeline.
 2. Consultant will also attend an internal team Kick-Off meeting with Village staff on the same day as the Kick-Off meeting to review the project, identify additional data/analysis needs from the Village, and identify/understand key comments/considerations from other Village staff members.
- F. In addition, Consultant will meet with the Village Council or other identified groups up to three (3) times during the project to provide updates, milestones and progress. Each meeting is anticipated to last 2 to 3 hours and up to two (2) Kimley-Horn staff will attend.

Task 1.2: Review and Analyze Current Regulations

The preparation of an Ordinance Assessment Report is an essential step in the update of development ordinances. The Consultant will review the existing ordinances, plans, and policies to understand how the current code works, note any weaknesses or omissions, and provide recommendations for improvement. The Ordinance Assessment Report forms a major component of the road map to integrating the stand-alone documents into the new UDO. The Kimley-Horn team will conduct a thorough review of the Pinehurst Development Ordinance, the Engineering Standards and Specifications Manual (ESSM), the Stormwater Management and Master Plan, as well as pertinent sections of the Pinehurst Municipal Code.

- A. Past Planning Efforts - A thorough review of previously adopted visions, goals, and objectives is at the forefront of UDO creation. Discussions with Village staff, residents, and leadership also will help to clarify desired policy changes and prioritize direction. The UDO standards will provide the vehicle for implementation of these planning efforts to potentially include new or revised zoning districts or the elimination/consolidation of other districts.

Documents to review include:

- 2019 Comprehensive Plan
 - Village of Pinehurst Historic Design Standards
 - Village Place Small Area Plan
 - Pinehurst South Small Area Plan
 - Form Based Guidance Plans
 - Strategic Operating Plan
 - Comprehensive Bicycle Master Plan
 - Comprehensive Pedestrian Plan
 - Comprehensive Parks and Recreation Master Plan
- B. Ordinance Analysis - To holistically evaluate the existing PDO, the Kimley-Horn team will complete and provide a thorough code analysis, which will include an analysis of individual chapters to determine how effective they are in addressing the needs of the Village. The evaluation will include:
- A review of development processes, staff and board roles in the review and approval processes, existing zoning districts, present and trending uses, and design standards.
 - An analysis of the ordinance to note areas of concern related to ease of use, readability and clarity.
 - An analysis to note areas of inconsistency within the ordinance as well as related Village documents.
 - Recommended revisions or creation of related documents/manuals such as the Engineering Standards and Specifications Manual.
- C. Zoning Analysis - The Assessment Report also will detail how the new UDO will translate with the existing zoning districts and could include recommendations for new/revised zoning districts or the elimination/consolidation of other districts.
- D. Additional Factors - We will incorporate recent state and federal case law and the most current state legislation, best planning practices, and any existing or potential special legislation granted to the Village. The update will ensure consistency with North Carolina General Statutes Chapter 160D.
- E. Best Practices and Benchmark Report - Any items viewed as best practices in other similar communities across the state (and region, as appropriate) will be catalogued and presented for consideration.
- F. Municipal Code Amendments – As part of this task, we will begin to note and track any recommended amendments to the Village of Pinehurst Municipal Code.

Task 1.3: Develop and Draft the UDO

Kimley-Horn will use the Ordinance and Associated Document Assessment as well as communication with Village staff and stakeholders to identify the UDO organizational arrangement and the order of priority of policy and process changes. The document structure will be organized first by administrative procedures, then use regulation, and then development standards (including subdivision regulations).

- A. Annotated Outline - Kimley-Horn will prepare an annotated outline based on the findings of the Assessment Report completed in Task 1.2 and comments received from Village staff. The annotated outline will identify form, contents, and structure of the updated UDO for review and comment prior to the start of ordinance drafting. The outline also will identify potential formatting and approaches to certain sections of the UDO, including recommendations for sub-districts (form-based code provisions). The annotated outline is envisioned to include:
 - o Summary table of contents;
 - o The proposed chapter names and sequence of the UDO;
 - o The anticipated key section titles for each chapter;
 - o The proposed text numbering scheme and appearance;
 - o A detailed example of the proposed page layout and text nesting scheme (that will carry forward (1) or (2) agreed upon sections of the current regulations that are not in need of substantive modifications; and
 - o An example of the proposed summary table structure
- B. Draft UDO - Using the Annotated Outline, Consultant will begin to draft the various chapters of the code text, create and design the appropriate graphics for inclusion within the text, and update the zoning map. For the purposes of this scope of work, we have programmed three rounds of review between the consultant team and Village staff during the duration of this task.
- C. Graphics – Consultant will prepare graphics, which will be general and not specific to one (1) property or project within the Village, and upon approval by Village staff, will typically include:
 - o Bulk development standards addressing lot and site layout based on the development standards recommended in the district standards;
 - o Standards for parking lot, site, and buildings including design standards;
 - o Signage;
 - o Landscape buffers;
 - o Standards for roadway and pedestrian lighting;
 - o Up to five (5) complete streets standards, including representative graphics and recommendations for roadway amenities;
 - o Development standards regarding site design and site roadway standards (cross-sections); and
 - o Multimodal standards, including bicycle, pedestrian, and transit standards outlining site design criteria.
- D. Draft UDO Presentation - Following staff review of the Draft UDO, Kimley-Horn will incorporate all edits into the Draft UDO and will present the document to a joint meeting of the Planning & Zoning Board and Village Council prior to the UDO Public Meeting.

Task 1.4: UDO/Zoning Map Public Meeting

Kimley-Horn will facilitate one public meeting (drop-in format) to present the revised UDO and gather public comment. Comments received during the meeting and online will be catalogued in a tracking spreadsheet and addressed in a revised draft.

Task 1.5: UDO Adoption Draft and Public Hearings

Following the meetings in Tasks 1.3 and 1.4, Kimley-Horn will incorporate edits and prepare an updated Draft UDO (also known as the Adoption Draft) to be posted on the project website for final public review. This version of the UDO will be consistent with the annotated outline and will be supplemented with summary tables, illustrations, and process flow charts.

- A. Companion Documents - As part of this task, Kimley-Horn also will produce the following companion documents:
 - o Compatibility and Compliance Report with annotations regarding the new standards, items for additional consideration (as applicable), article-based summary lists of the key changes between the current regulations and the draft provisions, and recommendations for improving development application processes. Also included will be a tracking spreadsheet noting all comments/edits by staff, the Planning and Zoning Board, and the Village Council to provide both documentation and transparency.
 - o Implementation Plan detailing the steps to implement the new UDO as well as information related to enforcement, monitoring, evaluation, and on-line hosting/maintenance of the ordinance.
 - o Municipal Code and Associated Ordinance Amendment Suggestions will be catalogued and summarized by document.
- B. Meetings - Following the public notice period, and after incorporation of one additional round of final requested changes/edits, Kimley-Horn will present the final Adoption Draft at two meetings—the Planning and Zoning Board and the Village Council. The presentations will include an overview of the UDO, key changes from the current PDO, and a summary of the most recent changes/edits.
- C. Final Deliverables - After adoption, we will provide the final deliverables to the Village, in editable digital and print formats. A companion memorandum, outlining best practices for displaying and maintaining the online version of the UDO, will also be provided. Following adoption of the UDO and zoning map, all deliverables will be the property of the Village of Pinehurst and may be updated and edited without authorization or approval of Kimley-Horn.

Task 1.6: Post Adoption Tasks

- A. UDO Administrative Manual - Following delivery of the final UDO in Task 1.5, Kimley-Horn will create a UDO user's guide or companion manual for the UDO. This manual is not intended to replace or amend the UDO but rather serve as a companion reference document with information on districts, definitions, and a summary of review procedures/processes. The manual will be illustrated and formatted to resemble (but not copy) the new UDO and will be provided in Microsoft Word format to allow for future updates/revision by Village staff.

Kimley-Horn will prepare an initial draft of the Administrative Manual/User's Guide for review by Village staff. We anticipate up to two rounds of review for this task. We anticipate the following information will be included:

- A. Information on Common Review Procedures
 - B. Land Use/Zoning District Information
 - C. Application Forms and Checklists
 - D. Contact Information and Resources
- B. Code Academy - Following UDO adoption, Kimley-Horn will facilitate a Code Academy training session for Village of Pinehurst staff and the Planning and Zoning Board on implementation of the new ordinance.

- C. Evaluation and Monitoring/Continued Services – Kimley-Horn staff will be available by phone, Teams/Zoom meetings, and email to answer questions during the initial implementation phase (up to 3 months) to address any emerging issues or concerns.

TASK 2 – ZONING MAP

During the development of the UDO in Task 1, the Consultant will initiate the review and update of the Zoning Map. It is understood that the adoption of the Zoning Map will be concurrent with the review and adoption of the UDO. The Kimley-Horn team will conduct a thorough review of the existing Zoning Map to determine appropriateness following the adoption of the Village Place and Pinehurst South Small Area Plans; recommendations for consistency with the 2019 Comprehensive Plan including Focus Areas; and revisions to existing districts or the addition of new districts and overlay districts—including highway corridors—resulting from the update project. The Assessment Report will discuss how to appropriately marry the new UDO with an updated Zoning Map.

Updating the map based on this review is a critical step to helping ensure effective implementation of the Code, particularly where new provisions were adopted. It is assumed that the Village will provide the GIS information including parcels, zoning, and similar land use information for Consultant's use.

Task 2.1: Draft Zoning Map

Consultant will work with Village staff prepare a Draft Zoning Map initiated as part of Task 1. Consultant anticipates meeting up to three (3) times with Village staff in the review of the Zoning Map including identification of data. These meetings will be provided outside of the regular project update meetings with staff to allow for focused review and discussion of the Zoning Map and related data.

Task 2.2: Public Notification and Workshop

- A. Upon completion of the Draft Zoning Map, an associated summary will be created to provide an outline of the existing and proposed zoning districts including modifications to the current districts/district standards. This summary is understood to be prepared in an 11x17 format and provide a summary of the changes within and between the districts. Village staff will be responsible for preparation of the required notices, mailing to notify residents of the upcoming remapping effort and similar.
- B. Consultant will assist the Village staff to facilitate one (1) public event/community workshop to present both the draft UDO and draft zoning map. The Village of Pinehurst will be responsible for securing a meeting location, providing public notice, etc. The workshop is envisioned to be structured as an open house with a brief presentation and opportunities to provide comments and feedback.
- C. Consultant will meet with Village staff to conduct a follow-up meeting to discuss how the map should be adjusted based on comments received and as directed by Village staff.
- D. Consultant will revise the draft Zoning Map up to two (2) times as part of this Task and provide it to the Village staff for review and posting to the project webpage.

Task 2.3: Zoning Map Adoption

- A. Upon completion of the revisions developed as part of Task 2.2, Consultant will present the final Zoning Map to the Village as part of its adoption. Following posting of the draft Zoning Map on the project website, the public notification by Village staff, Consultant will present the revised and updated Zoning Map at a total of two (2) public hearings with the Planning and Zoning Board and/or Village Council.
- B. Consultant will provide the County with the updated GIS information used in the creation of the Zoning Map. It is understood the GIS information will be updated using the Village of Pinehurst and Moore County's available information and provided in a consistent format.

TASK 3 – ENGINEERING STANDARDS AND SPECIFICATIONS MANUAL UPDATE**Task 3.1: Meetings and Coordination**

Coordination between the Village and the Consultant will occur at set milestones of the project to present preliminary findings, coordinate on-going issues, and get feedback on draft language prepared for the Engineering Standards & Specifications Manual. We anticipate up to one (1) on-site coordination meetings with Village staff will be required to facilitate anticipated project milestones. We will coordinate these meetings with associated UDO update meetings. Routine coordination efforts between on-site meetings will be facilitated through conference calls, e-mail, and interaction virtually. The Consultant team will be available to attend any additional coordination meetings requested by the Client as Additional Services.

Task 3.2: Update Manual

The Consultant will update the Engineering Standards and Specifications Manual to accompany the Unified Development Ordinance (UDO) project. The purpose of the standards and specifications manual is to convey additional requirements and design specifications for projects being developed in the Village of Pinehurst. These may include the following elements:

- Stormwater;
- Sidewalk dimensions and materials,
- Curb/gutter and driveways
- Greenways
- Roadway typical sections and cross-sections,
- Water distribution and wastewater collection
- Other applicable design elements.
- Standard approval block, As-Built Checklist and Standard Details

The Consultant and the client will coordinate on the specific elements to be included in the manual at the onset of the project. We will submit an initial draft of the manual to Village staff to review and provide written comments. The Consultant will respond to one (1) set of written comments from Village staff for revising the draft manual.

Task 3.3: Final Engineering Standards & Specifications Manual

The final manual will be transmitted in electronic format to Village staff in an editable and reproduceable format. All electronic files associated with the development of these documents will be transmitted to the Village of Pinehurst.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Traffic Impact Fee Analysis or project specific traffic analysis.
- Meetings, workshops, public hearings and similar beyond those identified above. Depending on the nature of the meetings, workshops and or public hearings, additional items in this category typically assume \$2,500 to \$3,500 per meeting.
- Post Code adoption comprehensive plan / land use plan amendments (scope and fee to be provided post adoption based on the agreed upon amendments).
- Infrastructure analysis beyond that referenced in the above Scope of Services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources (i.e., conversion from hard copies/pdf).
- Additional revisions beyond those referenced in the above Scope of Services. Due to the nature of revisions, a typical range for revisions is not possible to provide. Consultant can provide a detailed scope and fee for a specific revision upon request by the Village.
- Any additional Community Planning, urban design, economic and engineering studies and Codes other than prescribed in this scope.
- Transportation analysis and modeling.
- Development of design and or architectural standards.
- Additional reproduction needs for draft/final documents referenced in the above Scope of Services.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: current Pinehurst Development Ordinance (PDO) in word format; recently approved subdivision, site plan, and rezoning cases; list of staff concerns with current PDO; recent PDO amendments.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. Per discussions with the Client, the project will receive Notice to Proceed on December 10, 2024, with an estimated duration of 12 to 14 months.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-3 for the total lump sum fee below. Individual task amounts are informational only.

Task Number & Name		Fee	Type
1	Unified Development Ordinance Update	\$173,900	Lump Sum
2	Zoning Map	\$11,100	Lump Sum
3	Engineering Standards + Specifications Manual Update	\$31,625	Lump Sum
Total		\$216,625	

Kimley-Horn can provide additional meetings, beyond those stated in the scope of services above, for an additional lump sum fee of \$2,500 - \$3,500 per meeting.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Village of Pinehurst.

Kimley-Horn, to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Printed Name: B. Kelley Klepper, AICP

Title: Vice President

Signed:



Printed Name: Cindy Szwarcop, AICP

VILLAGE OF PINEHURST

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client							
Mailing Address for Invoices							
Contact for Billing Inquiries							
Contact's Phone and e-mail							
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated Owner	to	☐

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



**Recognition of the Village's Joint Celebration of Donald Ross's 152nd Birthday
with the Town of Dornoch, Scotland
ADDITIONAL AGENDA DETAILS:**

FROM: Doug Willardson, Village Manager
CC: Village Council;
DATE OF MEMO: 12/05/2024

MEMO DETAILS

I would like to bring to the Council's attention the successful joint celebration of the 152nd birthday of Donald Ross, which was held on November 23, 2024, with the Town of Dornoch, Scotland—Donald Ross's birthplace. The celebration was marked by a video conference call connecting our community with Dornoch, reflecting our ongoing partnership and mutual respect for our shared heritage in the sport of golf.

The event was presided over by our Mayor, who was joined by former Mayor John Strickland. In addition, several key figures from the Village were in attendance including Eric Kuester, Vice President of Pinehurst Resort, Jan Ludwig, of the Tin Whistles, Audrey Moriarty, Director of the Library and Archives, and Doug Willardson, Village Manager. The event was further enriched by the participation of members of the Royal Dornoch Golf Club and the Town of Dornoch.

As part of the ceremony, we reaffirmed the cooperative liaison and agreement of mutual benevolence between our two communities. This relationship is a testament to the shared history and significant contributions of Donald Ross to golf course architecture and the broader golfing world. We believe that this celebration will help raise awareness of our historical connection and create valuable tourism opportunities for both communities centered around the sport of golf.

We are optimistic that the joint efforts between Pinehurst and Dornoch will continue to highlight the legacy of Donald Ross and contribute to the growth and appreciation of golf culture across our regions.

ATTACHMENTS

None



**Acknowledgment of the USGA's Appreciation for the Village of Pinehurst's
Support of the 124th U.S. Open Championship
ADDITIONAL AGENDA DETAILS:**

FROM: Doug Willardson, Village Manager
CC: Village Council;
DATE OF MEMO: 12/05/2024

MEMO DETAILS

We would like to take a moment to acknowledge the visit from USGA staff members Reg Jones, Managing Director of Open Championships, and John Bodenhamer, Chief Championships Officer, who came to recognize the Village of Pinehurst for our support during the 124th U.S. Open Championship held in June 2024.

It was truly a pleasure to work together with the USGA team, and we are grateful for the opportunity to collaborate on such a significant event. The collective effort from all parties involved helped ensure that the Championship was a great success, with very few issues. It was also a wonderful time for us to showcase the excellence and charm of our Village.

We would like to also extend our sincere thanks to the USGA for the handsome proclamation they presented to the Village in recognition of our support. We appreciate this gesture and look forward to continuing our partnership in the future.

ATTACHMENTS

None