



PINEHURST FIRE DEPARTMENT

Mid-Year By The Numbers - FY 2024



Calls for Service

1226

Overallppping Incidents

24.55%

Busiest day of Week

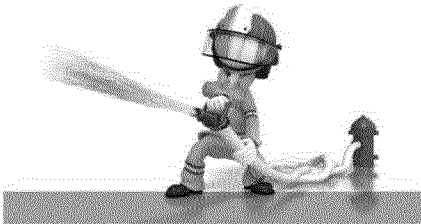
FRI

Busiest Hour of Day

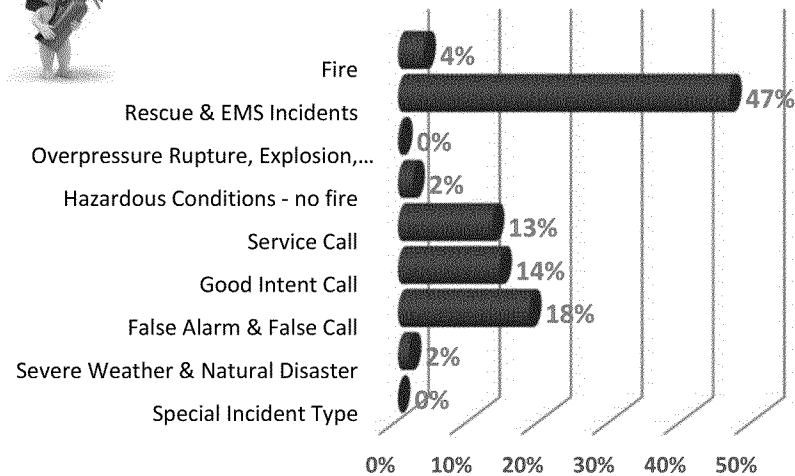
2PM

Times Staff Recalled

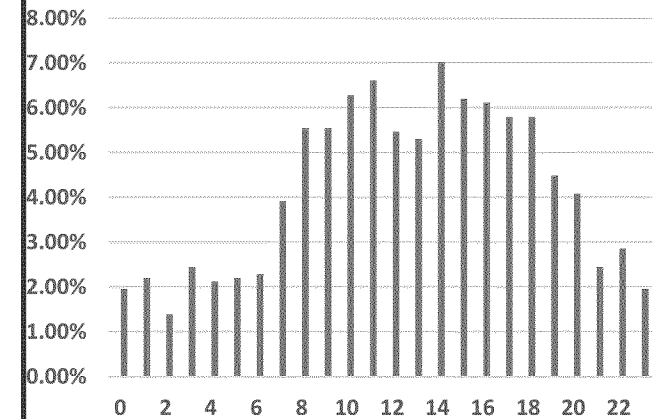
7



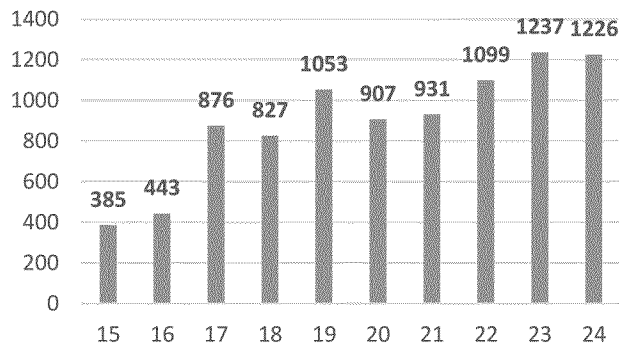
% of Calls for Service (CFS)



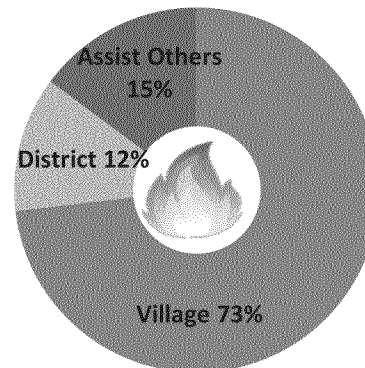
% CFS BY HOUR OF DAY



10 MID-YEAR COMPARISON



LOCATION OF CFS



State
Mandated
Inspections
Completed

106

Plan Reviews,
Compliance,
Consultations

460

Days Since Last Lost Time
Accident in FD **1417**

YTD Training Hours

IN HOUSE



ADVANCE

3377

256

Public Awareness Contacts



32,728

RESOLUTION #24-07:

A RESOLUTION AMENDING THE VILLAGE OF PINEHURST FEES AND CHARGES SCHEDULE

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a Pinehurst Fees and Charges Schedule on the 9th day of March, 2004; and

WHEREAS, it is the policy of the Village of Pinehurst to review and amend the Fees and Charges Schedule on an annual basis, or as deemed necessary; and

WHEREAS, the Village Council, after considering all the facts and circumstances surrounding the proposed amendments to the Pinehurst Fees and Charges Schedule, have determined that it is in the best interest of the Village of Pinehurst to make the amendments as requested.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in the regular meeting assembled on the 13th day of February, 2024, as follows:

SECTION 1. That the attached “Village of Pinehurst Fees and Charges Schedule,” is hereby adopted effective July 1, 2024, said schedule attached hereto as (Exhibit A) is made a part hereof, the same as if included verbatim.

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

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

THIS RESOLUTION passed and adopted this 13th day of February, 2024.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney



**VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF JANUARY 23, 2024
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Regular Meeting at 04:30 p.m., Tuesday, January 23, 2024, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. Patrick Pizzella, Mayor
Mr. Jeff Morgan, Councilmember
Ms. Barb Ficklin, Councilmember
Mr. John Taylor, Mayor Pro Tem
Mr. Jack Farrell, Councilmember
Mr. Jeff Sanborn, Village Manager
Ms. Shannon Konstantinou, Village Clerk
Mr. Paul Conners, IT Technician

And approximately 22 attendees, including 5 staff and 1 press.

1. Call to Order.

Mayor Pizzella called the Village Council meeting to order at 04:29 p.m.

2. Invocation by Rev. Hugh Tudor-Foley and Pledge of Allegiance by Holden Mathis.

3. Reports:

Village Manager

- Mr. Jeff Sanborn, Village Manager, reported on the January 18, 2024 Sandhills Metropolitan Planning Organization (SMPO) meeting and the February 08, 2024 SMPO Technical Coordinating Committee (TCC) meeting, and Council approval of the Balanced Scorecard allowing Senior Staff to start development of the Standard Operating Plan, which will get underway on January 24, 2024.

Village Council

- Mayor Pizzella reported on the January 18, 2024 Sandhills Metropolitan Planning Organization (SMPO) meeting noting the SMPO Regular Meeting schedule is the 3rd Thursday of each month at 10:00 a.m. in Assembly Hall, the fact that Pinehurst is the Lead Planning Agency for the SMPO, the January 23, 2024 TriCities Work Group meeting, and the January 22, 2024 Neighborhood Advisory Committee meeting.
- Councilmember Morgan reported on the January 24, 2024 Central Pines Regional Council meeting; the 2024 Parks and Recreation Spring Activity Guide being available; Fair Barn Coordinator, Holly Neal, completing the "Leading for Results" program at University of North Carolina - Charlotte; the March 16, 2024 St. Patrick's Day parade in Pinehurst; and the "Rock the Village" event that will be taking place through the 2024 US Open.
- Councilmember Ficklin reported on the January 22, 2024 Neighborhood Advisory Committee meeting.

- Mayor Pro Tem Taylor reported on the January 18, 2024 Moore County Board of Commissioners Land Use Plan meeting held at Pinecrest High School and on receiving positive feedback on the recent changes to the large traffic circle.
- Councilmember Farrell reported on the January 18, 2024 Sandhills Metropolitan Planning Organization meeting, the January 22, 2024 Neighborhood Advisory Committee meeting, and the January 23, 2024 TriCities Work Group 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

- January 05, 2024 Special Meeting (Interviews Day 1)
- January 09, 2024 Special Meeting (Interviews Day 2)
- January 09, 2024 Regular Meeting
- January 09, 2024 Work Session
- January 09, 2024 Closed Session
- January 16, 2024 Special Meeting
- January 16, 2024 Closed Session

End of Consent Agenda.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved the Consent agenda by a vote of 5-0.

5. Motion to Recess the Regular Meeting and Enter into Public Hearing No. 1.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Morgan, Council unanimously approved recessing the Regular Meeting and entering into Public Hearing No. 1 by a vote of 5-0.

6. Public Hearing No. 1 - Rezoning Request for 32.14 Acres on Chicken Plant Road.

The purpose of the hearing is to consider an Official Zoning Map Amendment for approximately 32.14 acres of land located off Chicken Plant Road and addressed as 1020, 1030, and 1040 currently owned by Bass Design and Development, LLC. The property is further identified by Parcel ID #'s 00017089 and 00024540. This proposed map amendment would zone the property from the R-30-Conditional (Medium Density Residential) District to the R-210 (Low Density Residential and Light Agricultural) District. The applicant is Kenneth Bass.

Mr. Alex Cameron, Planning & Inspections Director, reviewed a PowerPoint presentation on the requested amendment of the Official Zoning Map and Council Action & Options.

Council, Mr. Sanborn, and Mr. Cameron discussed a Special Use Permit not being required for the uses listed that note there are Special Requirements to be met, the minimum acreage required per lot increasing from 1 acre to 5 acres, what uses would be allowed should the rezoning request be approved, and what development or uses are proposed for the land within the rezoning area.

Council spoke in favor of the Planning & Zoning Board's recommendation and the rezoning request.

Mayor Pizzella opened the Public Hearing for Public Comments.

Mr. Bruce Geddes, 232 Bowman Road, spoke in favor of the rezoning request.

Hearing no further comments, Mayor Pizzella asked Council to make a motion to close the Public Hearing.

7. Motion to Adjourn Public Hearing No. 1 and Re-Enter the Regular Meeting.

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

approved adjourning Public Hearing No.1 and re-entering into the Regular Meeting by a vote of 5-0.

8. Discuss and Consider Ordinance 24-03 - Chicken Plant Road Zoning Map Amendment.

Mayor Pizzella asked Council if any further deliberations or discussions were needed. Hearing none, Mayor Pizzella asked for a motion.

Upon a motion by Councilmember Farrell, seconded by Councilmember Morgan, Council unanimously approved Ordinance 24-03 amending the Official Zoning Map for approximately 32.14 acres of land located off Chicken Plant Road currently owned by Bass Design and Development, LLC and further identified by Parcel ID #'s 00017089 and 00024540 from R-30 Conditional Residential District to R-210 Residential District, finding the amendment consistent with the 2019 Comprehensive Plan in that the rezoning will serve to protect the rural nature of our Extra-Territorial Jurisdiction and conserve the focus area denoted in that area by a vote of 5-0.

ORDINANCE #24-03:

AN ORDINANCE AMENDING THE OFFICIAL PINEHURST ZONING MAP AS IT PERTAINS TO THE REZONING OF APPROXIMATELY 32.14 ACRES LOCATED ALONG CHICKEN PLANT ROAD CONSISTING OF MOORE COUNTY PID # 00024540 AND PID # 00017089.

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

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

WHEREAS, a public hearing was held at 4:30 p.m. on January 23, 2024 in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering rezoning of approximately 32.14 acres located along Chicken Plant Road and further identified as Moore County PID # 00024540 and PID # 00017089, from R-30 CD – Medium Density Residential Conditional District to R-210 – Low Density Residential and Light Agricultural District, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were provided an opportunity to comment on the proposed rezoning; and

WHEREAS, the Planning and Zoning Board has recommended the zoning map be amended; and

WHEREAS, the Village Council, after considering all the facts and circumstances surrounding the proposed rezoning, have determined that it is in the best interests of the Village of Pinehurst and the extraterritorial jurisdiction that the Zoning Map be amended.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled on this 23rd day of January 2024, as follows:

SECTION 1. The proposed rezoning is consistent with the recommended land use for the subject area as identified on the Conservation and Growth Map on page 62 of the 2019 Comprehensive Plan which identifies the area as "Suburban Neighborhood".

SECTION 2. The proposed rezoning is supported by the following Guiding Principles from the 2019 Comprehensive Plan:

- Guiding Principle 2: Balancing Conservation & Growth
- Guiding Principle 3: Places to Live

SECTION 3. The proposed rezoning is consistent with page 32 of the 2019 Comprehensive Plan which calls for the protection of natural resources (including open space, vegetation, wildlife, water, and viewsheds) and speaks to the quality of life within Pinehurst.

SECTION 4. That the Pinehurst Zoning Map of the Village of Pinehurst and its extraterritorial zoning jurisdiction hereby is amended by rezoning of approximately 32.14 acres located along Chicken Plant Road and further identified as Moore County PID # 00024540 and PID # 00017089, from R-30 CD – Medium Density Residential Conditional District to R-210 – Low Density Residential and Light Agricultural District by the Village of Pinehurst effective January 23, 2024.

SECTION 5. The area zoning map as attached hereto as Exhibit A.

SECTION 6. This Ordinance shall be and remain in full force and effect from and after January 23, 2024.

Adopted this 23rd day of January 2024.

9. Motion to Recess the Regular Meeting and Enter into Public Hearing No. 2.

Upon a motion by Councilmember Ficklin, seconded by Councilmember Morgan, Council unanimously approved recessing the Regular Meeting and entering into Public Hearing No. 2 by a vote of 5-0.

10. Public Hearing No. 2 - Petition for Voluntary Annexation (Pinehurst South Cottages).

The purpose of this public hearing is to consider a voluntary annexation petition for + 14.263 acres of land located in the Village's extra territorial jurisdiction (ETJ) east of NC Highway 5 fronting on Blake Boulevard and Olivia Lane currently owned by D.R. Horton, Inc. and further identified by Moore County Parcel ID Numbers 00046287 and 20200387.

Mr. Alex Cameron, Planning & Inspections Director, reviewed a PowerPoint presentation on the requested Voluntary Annexation and Council Review & Action.

Council, Mr. Sanborn, and Mr. Cameron discussed the type of road surface existing on Olivia Lane, the lot size requirements for R-5 zoning districts, the density of the Pinehurst South Cottages development lots, the approval process for any proposed development, the boundary of the Pinehurst South Cottages development and the proposed annexation area, Olivia Lane not being included in the proposed annexation area, the question of jurisdiction / ownership of Olivia Lane, and the next steps for the Pinehurst South Cottages development should Council approve or deny the annexation.

Mayor Pizzella opened the Public Hearing for Public Comments. Hearing none, Mayor Pizzella asked for a motion to adjourn Public Hearing No. 2.

11. Motion to Adjourn Public Hearing No. 2 and Re-Enter the Regular Meeting.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved adjourning Public Hearing No.2 and re-entering into the Regular Meeting by a vote of 5-0.

12. Discuss and Consider Ordinance 24-01 - Voluntary Petition for Annexation - Pinehurst South Cottages.

Mayor Pizzella asked Council if any further deliberations or discussions were needed. Hearing none, Mayor Pizzella asked for a motion.

Upon a motion by Councilmember Morgan, seconded by Councilmember Farrell, Council unanimously approved Ordinance 24-01 a petition for voluntary annexation of approximately 14.263 acres of land located in the Village's Extra-Territorial Jurisdiction east of NC Highway 5 along Blake Boulevard and Olivia Lane currently owned by D.R. Horton, Inc. and further identified by Parcel ID #'s 00046287 and 20200387 with said land hereby being annexed and made part of the Village of Pinehurst as of June 30, 2024 by a vote of 5-0.

ORDINANCE #24-01:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (OLIVIA LN. – SOUTH PINEHURST COTTAGES).

WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation under G.S. 160A-31 and G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on January 23, 2024 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A-31 and G.S. 160A-58.1, with both parcels being contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 23rd day of January 2024 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31 and G.S. 160A-58.1, the following described contiguous properties owned by D. R. Horton, Inc. are hereby annexed and made part of the Village of Pinehurst as of June 30, 2024:

OLIVIA LANE (SOUTH PINEHURST COTTAGES) PARCELS

THE LAND TO BE ANNEXED INTO THE VILLAGE OF PINEHURST AS DESCRIBED IN THE FOLLOWING:

BEING ALL OF THE 12.936 ACRES OF THE COTTAGES AT LEGACY LAKES, LLC TRACT LOCATED IN PINEHURST, SANDHILLS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA DESCRIBED IN DEED BOOK 5271 PAGE 173 RECORDED IN THE MOORE COUNTY REGISTRY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1.25" IRON PIPE IN THE NORTHERN MARGIN OF OLIVIA LANE (PRIVATE 40 FOOT RIGHT-OF-WAY), SAID PIPE BEING FURTHER LOCATED S79°33'41"W A DISTANCE OF 199.82 FEET FROM A 0.5" IRON ROD IN SAID MARGIN AND BEING COMMON TO THE MARGUERITE W. INGRAM TRACT (DEED BOOK 1602 PAGE 494); THENCE FROM THE BEGINNING, LEAVING SAID MARGIN, AND WITH THE EASTERN LINE OF THE RANDY THOMAS TRACT (DEED BOOK 586 PAGE 35) N03°58'53"W A DISTANCE OF 593.30 FEET TO A CONCRETE MONUMENT COMMON TO THE LISA M. MAHALEY TRACT (DEED BOOK 2014E PAGE 886); THENCE WITH THE SOUTHEASTERN LINE OF THE LISA M. MAHALEY TRACT DESCRIBED ABOVE N44°50'29"E A DISTANCE OF 705.06 FEET TO A CONCRETE MONUMENT COMMON TO THE COTTAGES AT LEGACY LAKES, LLC TRACT (DEED BOOK 5346 PAGE 564), SAID MONUMENT BEING FURTHER LOCATED S07°33'08"E A DISTANCE OF 318.84 FEET FROM A 0.5" IRON ROD IN THE SOUTHERN MARGIN OF BLAKE BOULEVARD (PUBLIC 60 FOOT RIGHT-OF-WAY); THENCE WITH THE SOUTHERN LINE OF THE COTTAGES AT LEGACY LAKES, LLC TRACT DESCRIBED ABOVE S73°11'29"E A DISTANCE OF 91.97 FEET TO A CONCRETE MONUMENT COMMON TO THE PINEHURST NURSING CENTER, INC. TRACT (DEED BOOK 769 PAGE 125); THENCE WITH THE SOUTHERN LINE OF THE PINEHURST NURSING CENTER, INC. TRACT DESCRIBED ABOVE S73°17'43"E A DISTANCE OF 406.63 FEET TO A 1" IRON PIPE COMMON TO THE JAMES P. ROGERS TRUSTEE ET AL TRACT (DEED BOOK 5235 PAGE 254); THENCE WITH THE JAMES P. ROGERS TRUSTEE ET AL TRACT S42°44'41"W A DISTANCE OF 709.89 FEET TO A CONCRETE MONUMENT; THENCE S88°23'19"E A DISTANCE OF 230.08 FEET TO A CONCRETE MONUMENT; THENCE S42°20'58"E A DISTANCE OF 106.01 FEET TO A 0.5" IRON ROD COMMON TO THE BENJAMIN M. BETHEA ET AL TRACT (DEED BOOK 1950 PAGE 493), SAID ROD BEING FURTHER LOCATED N42°23'40"W A DISTANCE OF 235.71 FEET FROM A

CONCRETE MONUMENT IN THE NORTHERN MARGIN OF OLIVIA LANE; THENCE WITH THE BENJAMIN M. BETHEA ET AL TRACT DESCRIBED ABOVE S79°31'59"W A DISTANCE OF 155.41 FEET TO A 3" IRON PIPE; THENCE S10°26'28"E A DISTANCE OF 199.99 FEET TO A 0.5" IRON ROD IN THE NORTHERN MARGIN OF OLIVIA LANE; THENCE ALONG SAID MARGIN S79°33'41"W A DISTANCE OF 246.91 FEET TO A 0.5" IRON ROD COMMON THE MARGUERITE W. INGRAM TRACT (DEED BOOK 1602 PAGE 494); THENCE LEAVING SAID MARGIN AND WITH THE MARGUERITE W. INGRAM TRACT DESCRIBED ABOVE N10°30'46"W A DISTANCE OF 217.76 FEET TO A 0.75" IRON ROD; THENCE S79°34'47"W A DISTANCE OF 200.00 FEET TO A 0.75" IRON ROD; THENCE S10°23'16"E A DISTANCE OF 217.83 FEET TO A 0.5" IRON ROD IN THE NORTHERN MARGIN OF OLIVIA LANE; THENCE ALONG SAID MARGIN S79°33'41"W A DISTANCE OF 199.82 FEET TO THE POINT OF BEGINNING AND HAVING AN AREA OF 12.936 ACRES.

BEING ALL OF THE 1.327 ACRES OF THE COTTAGES AT LEGACY LAKES, LLC TRACT LOCATED IN PINEHURST, SANDHILLS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA DESCRIBED IN DEED BOOK 5346 PAGE 564 RECORDED IN THE MOORE COUNTY REGISTRY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT, SAID BEGINNING BEING THE MOST NORTHWEST CORNER OF THE COTTAGES AT LEGACY LAKES, LLC TRACT (DEED BOOK 5346 PAGE 564) AND BEING FURTHER LOCATED S07°33'08"E A DISTANCE OF 318.84 FEET FROM A 0.5" IRON ROD IN THE SOUTHERN MARGIN OF BLAKE BOULEVARD (PUBLIC 60 FOOT RIGHT-OF-WAY); THENCE FROM THE BEGINNING AND WITH THE NORTHERN LINE OF THE COTTAGES AT LEGACY LAKES, LLC TRACT DESCRIBED ABOVE S73°11'29"E A DISTANCE OF 91.97 FEET TO A CONCRETE MONUMENT COMMON TO THE PINEHURST NURSING CENTER, INC. TRACT (DEED BOOK 769 PAGE 125); THENCE WITH THE PINEHURST NURSING CENTER, INC. TRACT DESCRIBED ABOVE N20°28'07"E A DISTANCE OF 367.89 FEET TO A 0.5" IRON ROD; THENCE S89°33'15"W A DISTANCE OF 150.50 FEET TO A POINT IN THE SOUTHERN MARGIN OF BLAKE BOULEVARD; THENCE ALONG SAID MARGIN S89°33'43"W A DISTANCE OF 108.10 FEET TO A 0.5" IRON ROD COMMON TO THE LISA M. MAHALEY TRACT (DEED BOOK 2014E PAGE 886); THENCE WITH THE EASTERN LINE OF THE LISA M. MAHALEY TRACT DESCRIBED ABOVE S07°33'08"E A DISTANCE OF 318.84 FEET TO THE BEGINNING AND HAVING AN AREA OF 1.327 ACRES.

SECTION 2. Upon and after June 30, 2024 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the Village of Pinehurst shall cause to be recorded in the office of the Register of Deeds of Moore County, and in the office of the Secretary State at Raleigh, North Carolina, an accurate map of the annexed territory attached to the ordinance as Attachment #1, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

THIS ORDINANCE passed and adopted this 23rd day of January 2024.

13. Resolution 24-06 Amending the Purchasing Policy & Procedures with Federal Funds.

Ms. Dana Van Nostrand, Finance Director, reviewed information on the requested amendment to the Purchasing Policy & Procedures with Federal Funds Finance Policy of the Village of Pinehurst.

Council, Mr. Sanborn, and Ms. Van Nostrand discussed the Micro-purchase Threshold, the size of the budget for the SMPO, the Village of Pinehurst's contribution to the SMPO budget, whether purchases in excess of the numbers presented will be possible for the SMPO in the future, and the process for approving SMPO contracts.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved Resolution 24-06 amending the Purchasing Policy and Procedures with Federal Funds Financial Policy of the Village of Pinehurst by a vote of 5-0.

RESOLUTION #24-06:

A RESOLUTION AMENDING A FINANCIAL POLICY OF THE VILLAGE OF PINEHURST (PURCHASING POLICY & PROCEDURES WITH FEDERAL FUNDS).

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 23rd day of January, 2024, as follows:

SECTION 1. The amended Purchasing Policy & Procedures with Federal Funds recommended by the Village’s Financial Services Director which has been reviewed by the Village Manager, is hereby amended and approved by the Village Council.

SECTION 2. The Financial Services Director is instructed to inform all employees of the updated policy in a timely manner.

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

THIS ORDINANCE passed and adopted this 23rd day of January 2024.

14. Other Business.

None.

15. Comments from Attendees.

None.

16. Motion to Adjourn.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved to adjourn the regular meeting by a vote of 5-0 at 05:36 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.



**VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF JANUARY 23, 2024
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Work Session Meeting at 05:45 p.m., Tuesday, January 23, 2024, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. Patrick Pizzella, Mayor
Mr. Jeff Morgan, Councilmember
Ms. Barb Ficklin, Councilmember
Mr. John Taylor, Mayor Pro Tem
Mr. Jack Farrell, Councilmember
Mr. Jeff Sanborn, Village Manager
Ms. Shannon Konstantinou, Village Clerk
Mr. Paul Conners, IT Technician

And approximately 6 attendees, including 4 staff and 1 press.

1. Call to Order.

Mayor Pizzella called the Village Council meeting to order at 05:45 p.m.

2. Discuss Village Green Parking Surface Options.

Mr. Jeff Batton, Assistant Village Manager, reviewed information on the 3 options available for the surface of the Village Green Parking lot.

Council, Mr. Sanborn, and Mr. Batton discussed the shapes and types of various available stones, the timeline and process followed for surfacing the parking lot, the condition of the parking lot being the impetuous for proposing surfacing at this time (not a critical for usability more aesthetic at this time), the surface being considered impervious, the potential lifetime of the existing surface being approximately 4-5 more years, considerable time being spent on ensuring the texture and look of the parking lot is consistent with other surfaces in and around the Village Green and the need to maintain this consistency, the aggregate being used for walking paths not being an option for parking lots due to density, and the change of aggregate to blue stone changing the color and appearance of the parking lot.

Council, Mr. Sanborn, and Mr. Batton agreed to leave the parking lot surface as is while continuing to research comparable options for future surfacing projects that will be consistent with the texture and look of surfaces in and around Village Green.

3. Determine the 2024 Partners and Collaborators Assignments

Council agreed to revise the 2024 Partners and Collaborators assignments to replace Councilmember Ficklin

with Councilmember Farrell for the TriCities Work Group and to replace Mayor Pizzella with Councilmember Farrell for the Pinehurst Resort / USGA.

Council Member to Report	Partners & Collaborators
Patrick Pizzella	NCDOT / ** SMPO *
	NC State Government
	Tri-Cities Work Group (SP, Aberdeen, VOP) *
	Moore Co. Economic Development Partnership
	Moore Co., NC *
	BPAC
Jeff Morgan	Moore Co., NC *
	Moore Co. Schools *
	Central Pines Regional Council **
	FirstHealth
Barb Ficklin	Beautification Committee
	Central Pines Regional Council **
	Pinehurst Business Partners *
	Chamber of Commerce
John Taylor	NCDOT / ** SMPO *
	Moore Co. Economic Development Partnership
	Convention and Visitors Bureau
Jack Farrell	Pinehurst Resort / USGA *
	Tri-Cities Work Group (SP, Aberdeen, VOP) *

* = Key Partner or Collaborator

** = Resolution Required

4. **Other Business**

Mayor Pizzella asked Council if there were any topics they would like to see on future meeting agendas. Council discussed possible future agenda items such as the Highway 211 Focus Area, Short-Term Rental tracking software, an update on the proposed new Library, an updated presentation from the USGA on the 2024 US Open events, and an update from the Convention and Visitors Bureau on available grant money.

Councilmember Morgan noted Village Staff is working with the Farmers' Market to find an alternate location for June 2024 due to Village Green being unavailable due to the US Open.

Council agreed to have the 2024 Council Meeting Schedule amended to reflect changing the June 11, 2024 Council meetings to June 04, 2024 due to the US Open occurring during the June 11, 2024 meetings.

5. **Adjournment.**

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Morgan, Council unanimously approved to adjourn the Work Session at 06:20 p.m., by a vote of 5-0.

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

Dana Van Nostrand
395 Magnolia Road
Pinehurst, NC 28374
Phone: 910-295-8646
Fax: 910-295-4434
e-mail: dvannostrand@vopnc.org



Memo

To: Village Council
From: Dana Van Nostrand
CC: Jeff Sanborn & Senior Leadership
Date: January 30, 2024
Re: FY 2024 Financial Statements for the Six Months Ended December 31, 2023

Attached are the quarterly financial statements for the six months ended December 31, 2023. The Village is off to a strong start for FY 2024. Revenues are on track to meet the budget. In addition, our operating expenditures are below budget for the first half of the year. These results should position us well to carry out the objectives outlined in the FY 2024 Strategic Operating Plan as the year progresses.

Financial Position:

The Village's General Fund produced \$7.7 million in net income through December compared to \$6.6 million the prior year. The higher net income is driven by revenues being \$1.8 million higher compared to the prior year while total expenditures to date are \$708 thousand higher than last year. Net income is typically very high at the end of the second quarter due to the timing of the property tax receipts that fund the entire fiscal year.

The Village's total cash and investment balances increased by \$1.6 million, or 6%, compared with the previous year, primarily due to additional surplus in FY 2023 and higher investment income since the prior year. Of the \$26.7 million in cash and investments on December 31, 2023, \$26.3 million, or 99%, was held in the North Carolina Capital Management Trust Government Portfolio. The cash and investments have yielded 5.07% this fiscal year to date. This is a significant improvement compared to the fiscal year 2022 yield through the same period of 3.69% as interest rates have risen. The Village does not have any installment financing debt obligations as of December 31, 2023.

Revenues & Expenditures:

General fund revenues were \$784 thousand, or 4%, above the quarterly budget projections. This was driven by property tax revenue collections that were \$329 thousand higher than the quarterly budget and \$125 thousand in additional sales tax revenues. Additionally, investment income exceeded the quarterly budget by \$243 thousand. The property tax revenue surplus is due to timing of the collections. Based on the latest tax assessment reports from the County, I expect the real and personal property tax revenues for the fiscal year to be approximately \$90 thousand short of the annual budget. This will be adjusted in the mid-year budget amendment and there are other revenue sources that have already exceeded the annual budget that will be adjusted to compensate for this.

General fund operating expenditures were \$2.0 million, or 17%, below the quarterly budget overall, which is comparable to prior year amounts at this point in the fiscal year. Salaries and benefits increased \$562 thousand compared to the prior year to date, which is consistent with our expectation that salaries and benefits would increase over \$1 million when developing the FY 2024 budget.

Notable operating expenditure budget-to-actual variances to date are:

- \$988 thousand in salaries and benefits, including \$314 thousand in the Police department and \$230 thousand in the Fire department due to vacancies and the length of time it takes to hire;
- \$117 thousand in Streets & Grounds contracted services driven by underspending in road patching to date and no action on resurfacing the downtown parking lot;
- \$151 thousand in Solid Waste due to timing of invoices for landfill fees, solid waste collection contractors, and the Routeware system and fewer cart purchases than planned in the budget to date;
- \$274 thousand in Planning professional services for the PDO rewrite, multi-modal plan, and STR monitoring; and
- \$91 thousand in Parks & Recreation maintenance, particularly for trail restoration.

For capital outlays, \$1.4 million of the \$2.7 million budgeted through December 31 was expended, however the quarterly budget includes the full amount of the \$1.5 million in reappropriations from FY 2023 even though the full amount was not expected to be expended to date. An additional \$922 thousand of the capital budget is encumbered as of December 31, which equates to 83% of the year-to-date budget being spent or encumbered as of December 31. Capital projects planned for FY 2024 are on track.

Financial Outlook:

Growth in the Village's property tax base has slowed significantly as fewer homes and commercial buildings are being constructed due to the increase in interest rates. So far this year, the Village has issued 29 new single-family residential building permits, compared to 12 new permits issued at the same time last year (FY 2023) and 44 the year before that (FY 2022). The goal is 100 new single-family residential permits in FY 2024. There are two major subdivisions that are expected to be permitted in FY 2024 that will get us to our goal: Holly Crest (40 lots) and Pinehurst South Cottages (38 lots).

Other Items:

Through December 31, 2023, the Fair Barn covered 93% of operating expenditures with operating revenues after discounts. This is a decrease over the same quarter last year, in which the Fair Barn covered 102% of operating expenditures with operating revenues. Revenues after discounts were \$14 thousand higher than the prior year quarter, but operating expenditures were \$29 thousand higher than prior year. The increase in operating expenditures was driven by an additional \$11 thousand in salary and benefit costs, the purchase of new exterior benches, and increases in other operating expenditures, such as cleaning and landscape maintenance services.

The Harness Track covered 51% of its operating expenditures this quarter which is the same as the previous year. Revenues are \$16 thousand less than prior year-to-date and expenditures are \$30 thousand less than prior year due to one-time repairs that were done in FY 2023 in advance of the training season. Stall rentals are not yet at prior year levels, but more horses are expected to be coming.

Conclusion:

At this point in the fiscal year, the Village is well positioned compared to our forecast and targets. We will continue to monitor revenues and expenditures as the fiscal year progresses and we will make adjustments to the FY 2024 budget through the mid-year amendment in the coming weeks.

Should you have any questions about these quarterly financial statements, please feel free to contact me.

VILLAGE OF PINEHURST



FY 2024

FINANCIAL STATEMENTS

FOR THE SIX MONTHS ENDED
DECEMBER 31, 2023

**Village of Pinehurst
Financial Statements
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Village of Pinehurst
Combined Balance Sheet - All Fund Types
December 31, 2023

	Governmental Fund Type		Account Groups			
	General	Capital	General	General	Totals	Totals
	Fund	Project	Capital	Long - Term	December 31,	December 31,
		Fund	Assets	Debt	2023	2022
ASSETS						
Cash & investments	\$ 25,382,337	\$ 1,312,481	\$ -	\$ -	\$ 26,694,818	\$ 19,775,171
Restricted cash	-	-	-	-	-	5,368,176
Taxes receivable	961,694	-	-	-	961,694	809,165
Other receivables	277,500	-	-	-	277,500	323,029
Lease receivable	29,172	-	-	-	29,172	-
Due from other governmental agencies	3,392,082	-	-	-	3,392,082	3,003,808
Prepaid items	30,032	-	-	-	30,032	1,250
Inventory	44,137	-	-	-	44,137	60,090
Capital assets	-	-	59,609,560	-	59,609,560	56,131,279
Right to use leased assets	-	-	59,977	-	59,977	36,123
Right to use subscription assets	-	-	583,135	-	583,135	-
Amounts to be provided for retirement of general long-term debt	-	-	-	8,804,661	8,804,661	4,165,465
TOTAL ASSETS	\$ 30,116,954	\$ 1,312,481	\$ 60,252,672	\$ 8,804,661	\$ 100,486,768	\$ 89,673,556
LIABILITIES AND FUND EQUITY						
Accounts payable	\$ 8,209	\$ -	\$ -	\$ -	\$ 8,209	\$ 8,161
Withholdings & accrued expenses	286,638	-	-	-	286,638	150,948
Lease liabilities	-	-	-	27,157	27,157	19,054
Subscription liabilities	-	-	-	236,237	236,237	-
Accrued vacation	-	-	-	970,357	970,357	903,346
Total pension liability (LEO)	-	-	-	1,440,370	1,440,370	1,635,856
Net pension liability (LGERS)	-	-	-	6,130,540	6,130,540	1,607,209
Deposits	301,360	-	-	-	301,360	278,373
Unearned revenues	-	-	-	-	-	5,296,752
Lease revenue - deferred Inflow of resources	27,055	-	-	-	27,055	-
Unavailable revenues	1,395,788	-	-	-	1,395,788	1,261,169
Total Liabilities	2,019,050	-	-	8,804,661	10,823,711	11,160,868
EQUITY						
Investment in general capital assets	-	-	59,609,560	-	59,609,560	56,131,279
Investment in right to use lease assets	-	-	59,977	-	59,977	36,123
Investment in right to use subscription assets	-	-	583,135	-	583,135	-
Fund Balance:						
Nonspendable:						
Inventory	44,137	-	-	-	44,137	60,090
Prepaid items	30,032	-	-	-	30,032	1,250
Lease Revenue	2,117	-	-	-	2,117	-
Restricted:						
General government	-	-	-	-	-	71,424
Stabilization by state statute	6,112,700	-	-	-	6,112,700	8,346,983
Public safety	14,906	-	-	-	14,906	32,591
Transportation	648,324	-	-	-	648,324	576,091
Committed:						
Library and archives	544,777	1,312,481	-	-	1,857,258	950,434
Future capital	10,572,049	-	-	-	10,572,049	6,942,557
Assigned:						
Designated for expenditures	2,651,357	-	-	-	2,651,357	1,048,373
Unassigned	7,477,505	-	-	-	7,477,505	4,315,493
Total equity	28,097,904	1,312,481	60,252,672	-	89,663,057	78,512,688
TOTAL LIABILITIES & EQUITY	\$ 30,116,954	\$ 1,312,481	\$ 60,252,672	\$ 8,804,661	\$ 100,486,768	\$ 89,673,556

Village of Pinehurst
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
For the Fiscal Period Ended December 31, 2023

	Annual Budget as of 12/31/2023	Quarterly Budget as of 12/31/2023	YTD as of 12/31/2023	YTD as of 12/31/2022	Current Year Over (Under) Prior Year	% of 2024 Budget Spent / Received YTD
Revenues						
Ad valorem taxes & penalties	\$ 13,639,000	\$ 12,009,000	\$ 12,338,456	11,077,019	\$ 1,261,437	90.46%
Other taxes and licenses	4,500	2,250	2,340	2,510	(170)	52.00%
Intergovernmental revenues:						
Unrestricted	8,762,900	4,038,800	4,163,965	3,939,862	224,103	47.52%
Restricted	601,703	590,739	654,296	680,969	(26,673)	108.74%
Permits & fees	1,290,300	470,150	507,256	526,973	(19,717)	39.31%
Sales & services	853,100	451,300	476,944	480,086	(3,142)	55.91%
Other revenues	496,800	316,134	276,212	273,844	2,368	55.60%
Investment earnings	640,100	326,810	570,169	241,477	328,692	89.07%
TOTAL REVENUES	26,288,403	18,205,183	18,989,638	17,222,740	1,766,898	72.24%
Operating Expenditures						
Governing Body	253,000	132,500	86,317	97,534	(11,217)	34.12%
Administration	1,672,090	822,200	747,013	746,220	793	44.68%
Financial Services	892,040	553,552	525,153	501,799	23,354	58.87%
Human Resources	683,860	294,883	267,907	234,775	33,132	39.18%
Police	4,217,636	2,159,534	1,790,675	2,010,808	(220,133)	42.46%
Fire	4,122,697	2,168,050	1,884,937	1,586,789	298,148	45.72%
Inspections	432,480	217,528	193,719	174,461	19,258	44.79%
Public Services Administration	681,955	343,913	292,874	314,654	(21,780)	42.95%
Streets & Grounds	1,860,687	960,085	763,832	615,767	148,065	41.05%
Powell Bill Funds	1,500,100	100	180	90	90	0.01%
Solid Waste	2,344,190	1,172,182	972,761	916,476	56,285	41.50%
Recreation	2,362,831	1,197,443	1,031,645	955,411	76,234	43.66%
Library	628,297	339,918	270,873	253,842	17,031	43.11%
Harness Track	662,564	345,744	275,463	305,726	(30,263)	41.58%
Fair Barn	419,360	208,470	183,468	154,288	29,180	43.75%
Planning	1,404,140	777,048	434,016	489,847	(55,831)	30.91%
Community Development	167,754	96,844	87,645	82,085	5,560	52.25%
Debt Service	165,970	156,420	149,392	6,590	142,802	90.01%
Total Operating Expenditures	24,471,651	11,946,414	9,957,870	9,447,162	510,708	40.69%
Capital Outlay Expenditures						
Administration	105,295	53,588	63,035	8,295	54,740	59.87%
Financial Services	3,300	3,300	-	-	-	0.00%
Human Resources	9,900	9,900	-	-	-	0.00%
Police	682,988	410,941	236,850	93,083	143,767	34.68%
Fire	150,148	71,179	38,347	114,645	(76,298)	25.54%
Inspections	3,310	3,310	-	24,661	(24,661)	0.00%
Public Services Administration	40,778	37,882	10,836	-	10,836	26.57%
Streets & Grounds	2,392,822	1,507,822	423,950	208,989	214,961	17.72%
Solid Waste	583,894	268,894	339,725	214,859	124,866	58.18%
Recreation	149,475	90,444	46,082	67,292	(21,210)	30.83%
Library	11,175	7,587	6,229	-	6,229	55.74%
Harness Track	208,479	189,455	176,132	202,339	(26,207)	84.48%
Fair Barn	61,945	54,931	12,177	10,273	1,904	19.66%
Planning	28,600	28,600	4,771	-	4,771	16.68%
Community Development	1,100	1,100	-	216,200	(216,200)	0.00%
Total Capital Outlay Expenditures	4,433,209	2,738,933	1,358,134	1,160,636	197,498	30.64%
TOTAL EXPENDITURES ¹	28,904,860	14,685,347	11,316,004	10,607,798	708,206	39.15%
REVENUES OVER (UNDER) EXPENDITURES	(2,616,457)	3,519,836	7,673,634	6,614,942	1,058,692	

**Village of Pinehurst
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
For the Fiscal Period Ended December 31, 2023**

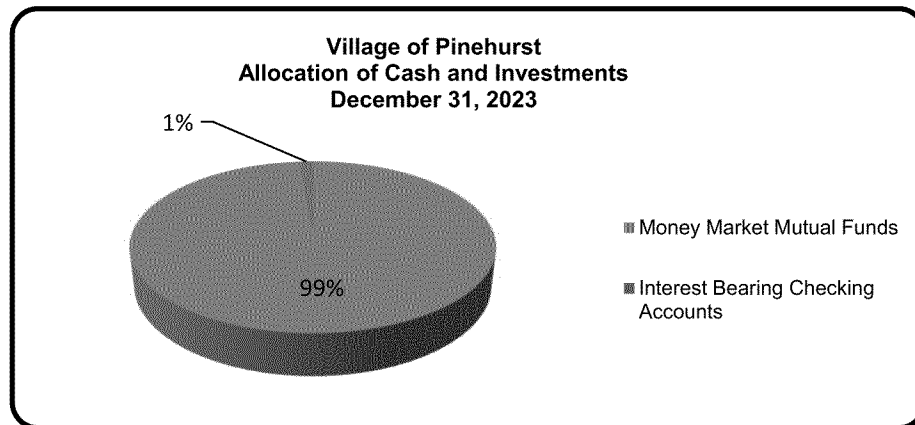
	Annual Budget as of 12/31/2023	Quarterly Budget as of 12/31/2023	YTD as of 12/31/2023	YTD as of 12/31/2022	Current Year Over (Under) Prior Year	% of 2024 Budget Spent / Received YTD
Other Financing Sources (Uses)						
Operating transfers out	\$ (80,000)	\$ -	\$ -	\$ -	\$ -	0.00%
Sales of capital assets	20,000	10,000	38,352	13,304	25,048	191.76%
Lease liabilities issued	25,100	25,100	23,854	-	23,854	95.04%
Total Other Fin. Sources (Uses)	(34,900)	35,100	62,206	13,304	48,902	-178.24%
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXP AND OTHER FINANCING USES	(2,651,357)	3,554,936	7,735,840	6,628,246	1,107,594	
Appropriated Fund Balance	2,651,357	2,051,257	-	-	-	
NET CHANGE IN FUND BALANCE	\$ -	\$ 1,503,679	7,735,840	\$ 6,628,246	\$ 1,107,594	
FUND BALANCE, JULY 1			20,362,064			
FUND BALANCE, JUNE 30 ⁴			\$ 28,097,904			
			YTD as of 12/31/2023	% of Total Expenditures		
¹ Total Expenditures by Type						
Salaries & Benefits			\$ 6,689,023	59%		
Operating			3,268,847	29%		
Capital			1,358,134	12%		
Total Expenditures by Type			\$ 11,316,004	100%		
² Fund Balance as a % of Budgeted Expenditures						
Fund Balance, December 31, 2023			\$ 28,097,904			
Annual Budgeted Expenditures			28,904,860			
Fund balance as a % of Budgeted Expenditures			97%			

**Village of Pinehurst
Schedule of Cash and Investments
December 31, 2023**

Investment	Bond/Bank Ratings	Purchase Date	Maturity Date	Cost
Money Market Mutual Funds				
North Carolina Capital Management Trust - Government Portfolio	AAAm (S&P)			\$ 26,343,794
Interest Bearing Checking Accounts				
PNC Bank Operating				350,074
Petty Cash				<u>950</u>
Total Cash and Investments				<u><u>\$ 26,694,818</u></u>
Total Cash and Investments (same quarter previous year)				<u><u>\$ 25,143,347</u></u>

Summary of Cash and Investments

Money Market Mutual Funds	\$ 26,343,794
Interest Bearing Checking Accounts	350,074
Petty Cash	<u>950</u>
	<u><u>\$ 26,694,818</u></u>



**Village of Pinehurst
Investment Yield Summary**

	FY 2023			FY 2024		
	Cash Balance	Investment Earnings	Investment Yield*	Cash Balance	Investment Earnings	Investment Yield*
July	\$ 16,142,428	\$ 20,950	1.50%	\$ 18,862,993	\$ 82,712	5.11%
August	18,973,465	32,919	2.28%	18,083,921	80,448	5.30%
September	25,636,101	42,371	2.31%	27,662,154	90,544	4.82%
October	25,909,852	63,212	2.98%	26,873,392	119,915	5.35%
November	25,233,554	73,093	3.48%	26,537,765	113,659	5.18%
December	25,143,347	81,478	3.94%	26,694,818	116,117	5.31%
January	25,393,383	89,022	4.29%	-	-	-
February	25,371,186	84,979	4.07%	-	-	-
March	23,797,873	94,462	4.67%	-	-	-
April	22,095,420	89,183	4.73%	-	-	-
May	21,434,430	90,696	5.07%	-	-	-
June	20,531,499	84,464	4.90%	-	-	-
Average	<u>\$ 22,971,878</u>	<u>\$ 846,829</u>	3.69%	<u>\$ 24,119,174</u>	<u>\$ 603,395</u>	5.07%

* Investment yield is annualized and presented on an accrual basis.

Village of Pinehurst
Schedule of Budget Amendments - General Fund
For the Fiscal Period Ended December 31, 2023

	Original FY 2024 Budget	Amended * Qtr Ended 9/30/2023	Amended Qtr Ended 12/31/2023	Amended Qtr Ended 3/31/2024	Amended Qtr Ended 6/30/2024	Total Amendments	Amended FY 2024 Budget
REVENUES							
Ad valorem taxes	\$ 13,639,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,639,000
Other taxes and licenses	4,500	-	-	-	-	-	4,500
Unrestricted Intergov't Revenues	8,762,900	-	-	-	-	-	8,762,900
Restricted Intergov't Revenues	599,500	2,203	-	-	-	2,203	601,703
Permits & Fees	1,290,300	-	-	-	-	-	1,290,300
Sales & Services	853,100	-	-	-	-	-	853,100
Other Revenues	516,800	-	-	-	-	-	516,800
Investment Income	640,100	-	-	-	-	-	640,100
Other Financing Sources	25,100	-	-	-	-	-	25,100
Appropriated Fund Balance	600,100	2,051,257	-	-	-	2,051,257	2,651,357
TOTAL REVENUES	\$ 26,931,400	\$ 2,053,460	\$ -	\$ -	\$ -	\$ 2,053,460	\$ 28,984,860
OPERATING EXPENDITURES							
Governing Body	253,000	-	-	-	-	-	253,000
Administration	1,696,380	(20,790)	(3,500)	-	-	(24,290)	1,672,090
Financial Services	900,620	(8,580)	-	-	-	(8,580)	892,040
Human Resources	696,660	(12,800)	-	-	-	(12,800)	683,860
Police	4,227,810	(7,904)	(2,270)	-	-	(10,174)	4,217,636
Fire	4,023,730	98,967	-	-	-	98,967	4,122,697
Inspections	434,310	(1,830)	-	-	-	(1,830)	432,480
Public Services Administration	679,190	2,765	-	-	-	2,765	681,955
Streets & Grounds	1,833,210	27,477	-	-	-	27,477	1,860,687
Powell Bill	1,500,100	-	-	-	-	-	1,500,100
Solid Waste	2,346,020	(1,830)	-	-	-	(1,830)	2,344,190
Planning	1,255,690	148,450	-	-	-	148,450	1,404,140
Community Development	165,720	2,034	-	-	-	2,034	167,754
Recreation	2,331,080	32,253	(502)	-	-	31,751	2,362,831
Library	624,260	4,037	-	-	-	4,037	628,297
Harness Track	638,940	23,624	-	-	-	23,624	662,564
Fair Barn	421,080	(1,220)	(500)	-	-	(1,720)	419,360
Debt Service	19,100	146,870	-	-	-	146,870	165,970
Other Financing Uses	80,000	-	-	-	-	-	80,000
Total Operating Expenditures	24,126,900	431,523	(6,772)	-	-	424,751	24,551,651
CAPITAL EXPENDITURES							
Administration	70,905	30,890	3,500	-	-	34,390	105,295
Financial Services	3,300	-	-	-	-	-	3,300
Human Resources	9,900	-	-	-	-	-	9,900
Police	517,737	162,981	2,270	-	-	165,251	682,988
Fire	127,494	22,654	-	-	-	22,654	150,148
Inspections	3,310	-	-	-	-	-	3,310
Public Services Administration	15,778	25,000	-	-	-	25,000	40,778
Streets & Grounds	1,264,580	1,128,242	-	-	-	1,128,242	2,392,822
Solid Waste	349,690	234,204	-	-	-	234,204	583,894
Planning	28,600	-	-	-	-	-	28,600
Community Development	1,100	-	-	-	-	-	1,100
Recreation	108,473	40,500	502	-	-	41,002	149,475
Library	11,175	-	-	-	-	-	11,175
Harness Track	231,013	(22,534)	-	-	-	(22,534)	208,479
Fair Barn	61,445	-	500	-	-	500	61,945
Total Capital Expenditures	\$ 2,804,500	\$ 1,621,937	\$ 6,772	\$ -	\$ -	\$ 1,628,709	\$ 4,433,209
TOTAL EXPENDITURES	\$ 26,931,400	\$ 2,053,460	\$ -	\$ -	\$ -	\$ 2,053,460	\$ 28,984,860
Less reappropriation amendment from FY 2023		(1,940,660)				(1,940,660)	(1,940,660)
Amendments excluding reappropriations	\$ 112,800	\$ -	\$ -	\$ -	\$ -	\$ 112,800	\$ 27,044,200
Amended Budget as a % of Original Budget		100.4%	100.4%				

* Includes \$1,940,660 that was reappropriated from FY 2023.

Amended Budget as a % of Original Budget is not inclusive of reappropriated amounts from FY 2023.

Village of Pinehurst
Schedule of Fair Barn Revenues and Expenditures
For the Fiscal Period Ended December 31, 2023

	Annual Budget as of 12/31/2023	Quarterly Budget as of 12/31/2023	Actual 12/31/2023	YTD as of 12/31/2022	Current Year Over (Under) Prior Year	% of 2024 Budget Spent / Received YTD
<u>Fair Barn</u>						
Revenues	\$ 262,500	\$ 157,500	\$ 241,753	\$ 213,238	\$ 28,515	92.10%
Expenditures						
Operating	419,360	208,470	183,468	154,288	29,180	43.75%
Capital	61,945	54,931	12,177	10,273	1,904	19.66%
	<u>481,305</u>	<u>263,401</u>	<u>195,645</u>	<u>164,561</u>	<u>31,084</u>	<u>40.65%</u>
Net <u>Before</u> Discounts	<u>(218,805)</u>	<u>(105,901)</u>	<u>46,108</u>	<u>48,677</u>	<u>(2,569)</u>	<u>-21.07%</u>
Event Revenue Discounts			<u>(71,192)</u>	<u>(56,283)</u>	<u>(14,909)</u>	
Net <u>After</u> Discounts	<u>\$ (218,805)</u>	<u>\$ (105,901)</u>	<u>\$ (25,084)</u>	<u>\$ (7,606)</u>	<u>\$ (17,478)</u>	<u>11.46%</u>
Operating Revenues as a % of Operating Expenditures - Before Discounts	63%	76%	132%	138%		
Operating Revenues as a % of Operating Expenditures - After Discounts	63%	76%	93%	102%		
Target			95%			

Village of Pinehurst
Schedule of Harness Track Revenues and Expenditures
For the Fiscal Period Ended December 31, 2023

	<u>Annual Budget as of 12/31/2023</u>	<u>Quarterly Budget as of 12/31/2023</u>	<u>Actual 12/31/2023</u>	<u>YTD as of 12/31/2022</u>	<u>Current Year Over (Under) Prior Year</u>	<u>% of 2024 Budget Spent / Received YTD</u>
<u>Harness Track</u>						
Revenues	\$ 229,900	\$ 119,950	\$ 139,972	\$ 156,249	\$ (16,277)	60.88%
Expenditures						
Operating	662,564	345,744	275,463	305,726	(30,263)	41.58%
Capital	<u>208,479</u>	<u>189,455</u>	<u>176,132</u>	<u>202,339</u>	<u>(26,207)</u>	<u>84.48%</u>
	<u>871,043</u>	<u>535,199</u>	<u>451,595</u>	<u>508,065</u>	<u>(56,470)</u>	<u>51.85%</u>
Net <u>Before</u> Discounts	<u>(641,143)</u>	<u>(415,249)</u>	<u>(311,623)</u>	<u>(351,816)</u>	<u>40,193</u>	<u>48.60%</u>
Event Revenue Discounts			<u>-</u>	<u>-</u>	<u>-</u>	
Net <u>After</u> Discounts	<u>\$ (641,143)</u>	<u>\$ (415,249)</u>	<u>\$ (311,623)</u>	<u>\$ (351,816)</u>	<u>\$ 40,193</u>	<u>48.60%</u>
Operating Revenues as a % of Operating Expenditures - Before Discounts	35%	35%	51%	51%		
Operating Revenues as a % of Operating Expenditures - After Discounts	35%	35%	51%	51%		
Target			47%			

Village of Pinehurst
Library Expansion Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
From Inception and for the Fiscal Period Ended December 31, 2023

	Project Budget	Prior Years	Actual Current Year	Total To Date
Revenues				
Investment earnings	\$ 20,000	\$ 23,330	\$ 33,226	\$ 56,556
TOTAL REVENUES	<u>20,000</u>	<u>23,330</u>	<u>33,226</u>	<u>56,556</u>
Expenditures				
Design costs	400,500	21,775	122,300	144,075
Construction costs	<u>1,019,500</u>	<u>-</u>	<u>122,300</u>	<u>-</u>
TOTAL EXPENDITURES	<u>1,420,000</u>	<u>21,775</u>	<u>122,300</u>	<u>144,075</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>(1,400,000)</u>	<u>1,555</u>	<u>(89,074)</u>	<u>(87,519)</u>
Other Financing Sources (Uses)				
Transfer from General Fund	<u>1,400,000</u>	<u>1,400,000</u>	<u>-</u>	<u>1,400,000</u>
TOTAL OTHER FIN. SOURCES (USES)	<u>1,400,000</u>	<u>1,400,000</u>	<u>-</u>	<u>1,400,000</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ 1,401,555</u>	<u>(89,074)</u>	<u>\$ 1,312,481</u>
FUND BALANCE, JULY 1			<u>1,401,555</u>	
FUND BALANCE, JUNE 30			<u>\$ 1,312,481</u>	

Village of Pinehurst
Schedule of Capital Outlay by Function and Activity - General Fund
For the Fiscal Period Ended December 31, 2023

	Annual Budget	YTD Budget	YTD Expenditures	Remaining Balance
<u>Land</u>				
Administration	\$ 6,000	\$ 6,000	\$ -	\$ 6,000
Public Services Administration	25,000	25,000	1,039	23,961
Streets & Grounds	328,667	278,667	107,080	221,587
Recreation	40,500	40,500	5,659	34,841
Harness Track	95,905	80,905	88,812	7,093
	496,072	431,072	202,590	293,482
<u>Buildings and Grounds</u>				
Administration	64,890	24,890	42,713	22,177
Fire	22,455	22,455	9,346	13,109
Harness Track	81,336	81,336	70,468	10,868
Fair Barn	38,000	38,000	-	38,000
	206,681	166,681	122,527	84,154
<u>Equipment and Furniture</u>				
Administration	24,381	19,698	14,402	9,979
Financial Services	3,300	3,300	-	3,300
Human Resources	9,900	9,900	-	9,900
Police	267,579	243,160	93,666	173,913
Fire	119,412	42,824	22,224	97,188
Inspections	3,310	3,310	-	3,310
Public Services Administration	9,240	8,082	3,562	5,678
Streets & Grounds	14,580	14,580	-	14,580
Solid Waste	10,390	10,390	-	10,390
Library	9,022	7,587	4,414	4,608
Recreation	98,756	45,144	31,085	67,671
Harness Track	27,789	25,490	13,946	13,843
Fair Barn	19,737	16,931	8,630	11,107
Planning	23,800	23,800	-	23,800
Community Development	1,100	1,100	-	1,100
	642,296	475,296	191,929	450,367
<u>Vehicles</u>				
Administration	7,024	-	5,919	1,105
Police	264,099	16,471	19,527	244,572
Fire	2,381	-	2,007	374
Public Services Administration	1,738	-	1,464	274
Streets & Grounds	110,000	-	34,866	75,134
Solid Waste	549,204	234,204	339,725	209,479
Library	2,153	-	1,814	339
Recreation	5,419	-	4,567	852
Harness Track	3,449	1,724	2,906	543
Fair Barn	4,208	-	3,547	661
	949,675	252,399	416,342	533,333
<u>Infrastructure</u>				
Streets & Grounds	1,939,575	1,214,575	282,005	1,657,570
	1,939,575	1,214,575	282,005	1,657,570
<u>Right to Use Assets</u>				
Administration	3,000	3,000	-	3,000
Police	151,310	151,310	123,657	27,653
Fire	5,900	5,900	4,771	1,129
Public Services Administration	4,800	4,800	4,771	29
Solid Waste	24,300	24,300	-	24,300
Recreation	4,800	4,800	4,771	29
Planning	4,800	4,800	4,771	29
	198,910	198,910	142,741	56,169
Total	\$ 4,433,209	\$ 2,738,933	\$ 1,358,134	\$ 3,075,075

% of YTD Capital Outlay Budget Expended 49.59%

Note: This Schedule includes Fleet Maintenance, Buildings & Grounds and Information Technology Capital Outlays allocated to the respective departments. Any overexpenditure of budget is covered by available budget in other line items within that department's appropriation.

Village of Pinehurst
Schedule of Ad Valorem Property Tax Collections
For the Fiscal Period Ended December 31, 2023

Real and Personal

Tax Year	For the Fiscal Period Ended December 31, 2023			For the Fiscal Period Ended December 31, 2022		
	Budgeted	Gross	% Collected	Budgeted	Gross	% Collected
	Collections	Collections	Through 12/31/2023	Collections	Collections	Through 12/31/2022
Third Prior Year	\$ -	\$ 1,246	100.00%	\$ -	\$ 2,806	100.00%
Second Prior Year	-	1,662	100.00%	-	1,454	100.00%
First Prior Year	5,000	4,942	98.84%	5,000	3,777	75.54%
Current Year	12,974,000	11,937,986	92.01%	11,347,000	10,613,115	93.53%
	<u>\$ 12,979,000</u>	<u>\$ 11,945,836</u>	<u>92.04%</u>	<u>\$ 11,352,000</u>	<u>\$ 10,621,152</u>	<u>93.56%</u>

Motor Vehicles

Tax Year	For the Fiscal Period Ended December 31, 2023			For the Fiscal Period Ended December 31, 2022		
	Budgeted	Gross	% Collected	Budgeted	Gross	% Collected
	Collections	Collections	Through 12/31/2023	Collections	Collections	Through 12/31/2022
Third Prior Year	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Second Prior Year	-	-	0.00%	-	-	0.00%
First Prior Year	-	-	0.00%	-	-	0.00%
Current Year	660,000	396,044	60.01%	824,000	459,010	55.71%
	<u>\$ 660,000</u>	<u>\$ 396,044</u>	<u>60.01%</u>	<u>\$ 824,000</u>	<u>\$ 459,010</u>	<u>55.71%</u>
Refunds/Reliefs	-	(6,734)	0.00%	-	(6,717)	0.00%
Tax Interest	-	3,311	0.00%	-	3,575	0.00%
TOTAL	<u>\$ 13,639,000</u>	<u>\$ 12,338,457</u>	<u>90.46%</u>	<u>\$ 12,176,000</u>	<u>\$ 11,077,020</u>	<u>90.97%</u>

Village of Pinehurst
Schedule of Ad Valorem Property Tax Levy
For the Fiscal Period Ended December 31, 2023

Property Valuation				
	For the Fiscal Period Ended December 31, 2023	For the Fiscal Period Ended December 31, 2022	Dollar Increase (Decrease)	Percentage Increase (Decrease)
Real & Personal	\$ 5,610,174,179	\$ 3,682,769,110	\$ 1,927,405,069	52.34%
Motor Vehicles	150,527,654	146,865,735	3,661,919	2.49%
	<u>\$ 5,760,701,833</u>	<u>\$ 3,829,634,845</u>	<u>\$ 1,931,066,988</u>	<u>50.42%</u>
Levy				
	For the Fiscal Period Ended December 31, 2023	For the Fiscal Period Ended December 31, 2022	Dollar Increase (Decrease)	Percentage Increase (Decrease)
Real & Personal	\$ 12,905,040	\$ 11,418,680	\$ 1,486,360	13.02%
Motor Vehicles	395,947	458,446	(62,499)	-13.63%
	<u>\$ 13,300,987</u>	<u>\$ 11,877,126</u>	<u>\$ 1,423,861</u>	<u>11.99%</u>
Current levy collection percentage	92.73%	93.22%		

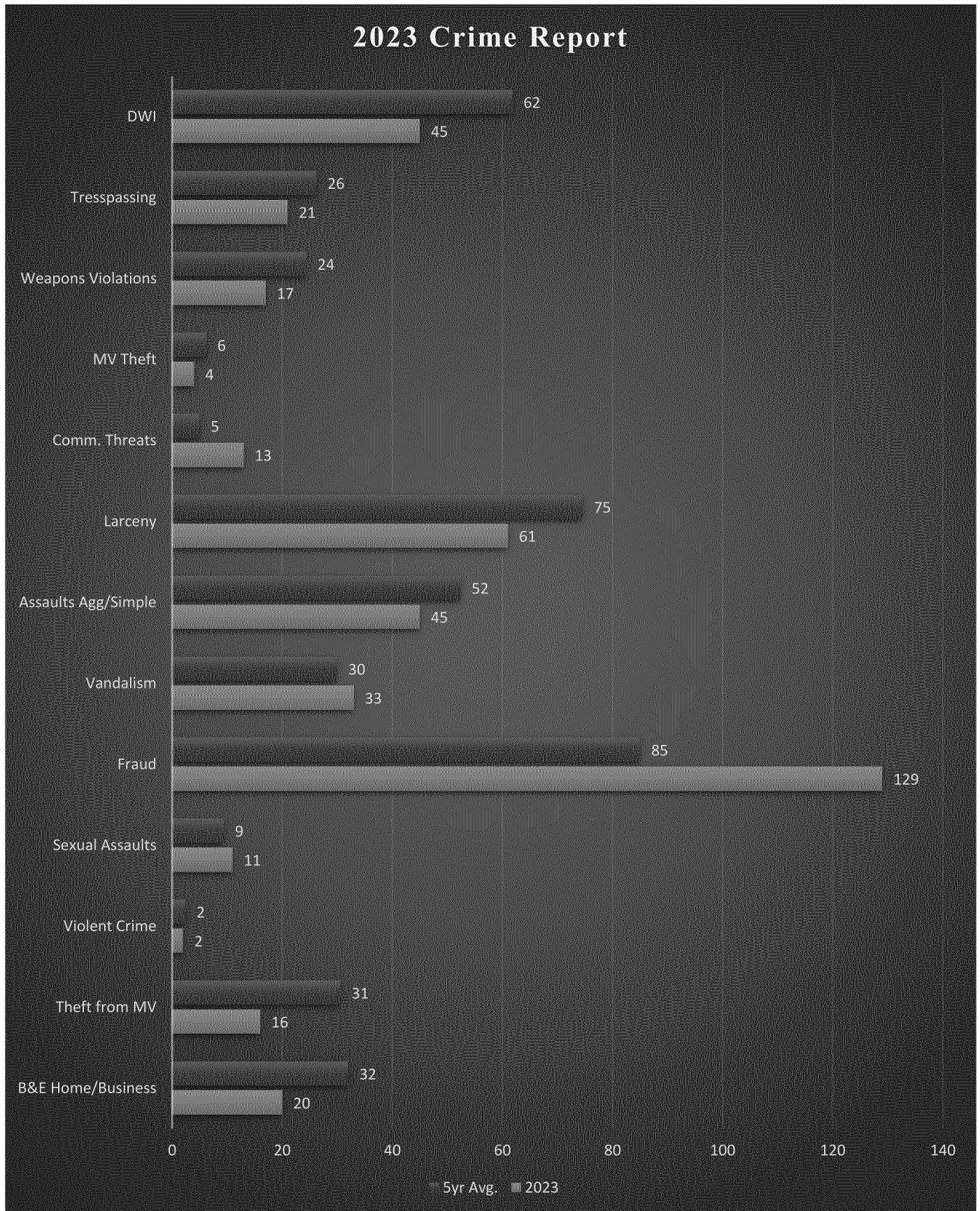
Police Department 2023 Report to Council



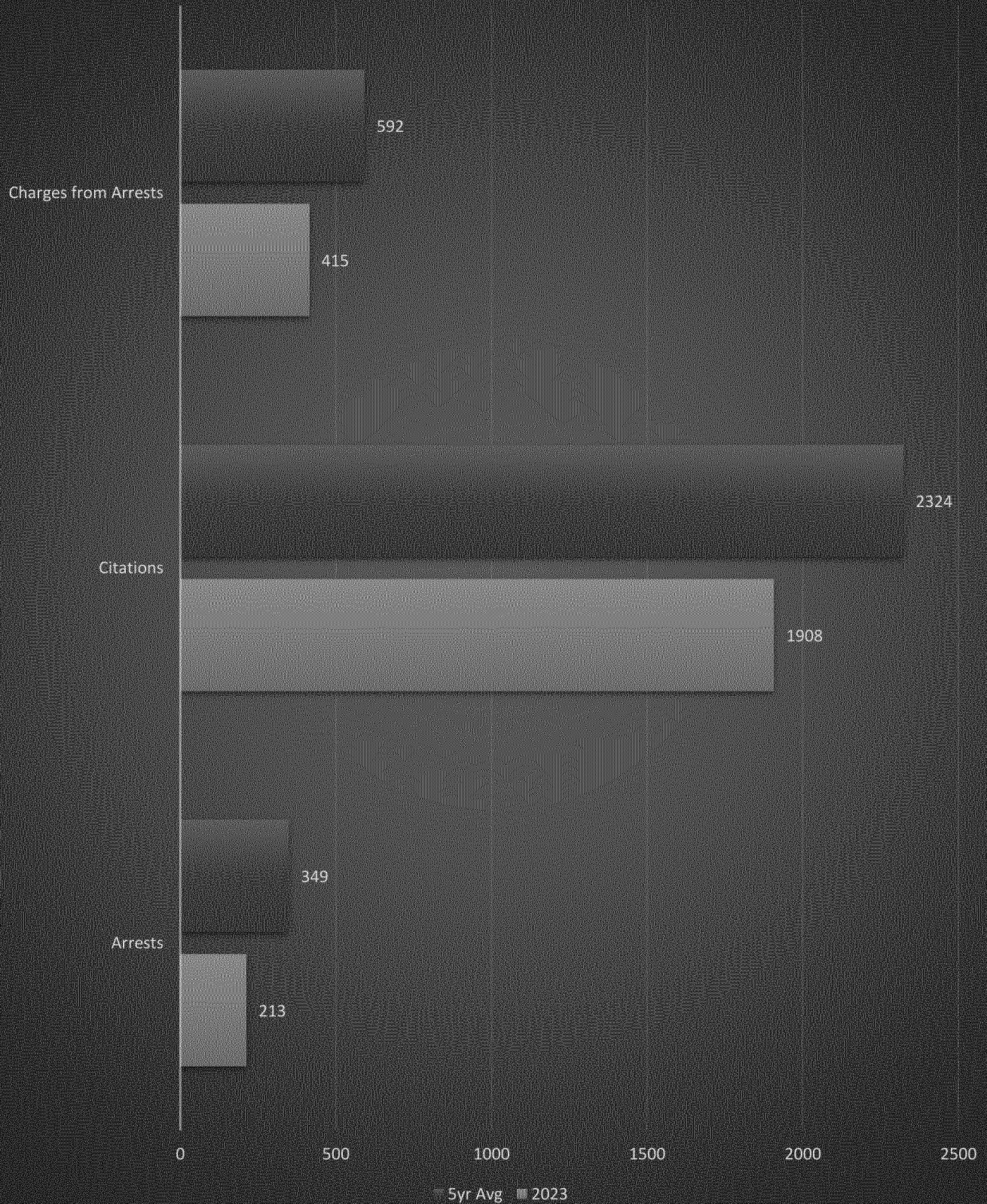
Prepared by
Chief Glen Webb

1.3.2024

Pinehurst Police Calendar Year 2023 Report (With Previous 5 Year Avg.)



Citations and Arrests



Summary

For the calendar year 2023, crime has remained low. Our most notable increase was in Fraud. Because of the digital world we live in, most Fraud and Identity Theft cases are international scammers. Very few if any are local. These cases are reported through the FBI. What we saw a rash of this year, were attempted real estate scams where realtors were contacted to sell property by someone posing over the phone as the owner. Other than the real estate scam, what we see are not scams that require interaction with our citizens which makes them nearly impossible to stop on our end because they aren't behavior related. Most are discovered after the fact and are products of international networks, for example, data breaches that result in new accounts being open.

In the above information, Trespassing because of NIBRs reporting is not just someone on property refusing to leave. If someone goes through a car but doesn't steal anything, that is reported as a Trespass. Theft from Motor Vehicle is when they enter the vehicle and commit a larceny.

Like every agency, ours has been working with staff shortages, despite that our officers still answered almost 26,000 calls (citizen and self initiated combined), and cleared 93% of cases.

Below I have inserted our customer satisfaction rating. We have continued using Power Engage which sends text messages to callers who request police services. Our response rate for Calendar Year 2023 is 47.25% with a 93.77% positivity rate. Normally in surveys, people who have a negative experience are more motivated to respond. This rating is a testament to the performance of our officers and their commitment to our core values of Service, Initiative, Teamwork, and Improvement.

Definitions

RMS: Records Management System. Stores all reports and is the source for the analytic data in the tables.

IBR: Incident Based Reporting. The method for reporting incidents of crime established through the federal government. This information is fed to NIBRS, National Incident Based Reporting System. This is an attempt to standardize crime reporting across the nation. It is a switch from the previous method of UCR (Uniform Crime Reporting).

CAD: Computer Aided Dispatch, is how officer dispatches are recorded. Each call is retained with some detail. Though not every call has an incident report, every call our officers respond to is recorded in the CAD.

Customer Satisfaction

Citizen Positive Satisfaction Score (CPSS)

Total Positive CPSS Answers

587

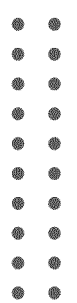
Total CPSS Answers

626

93.77%

93.77%





FINANCIAL STATEMENTS

FY 2024

Quarter Ended **December 31, 2023**



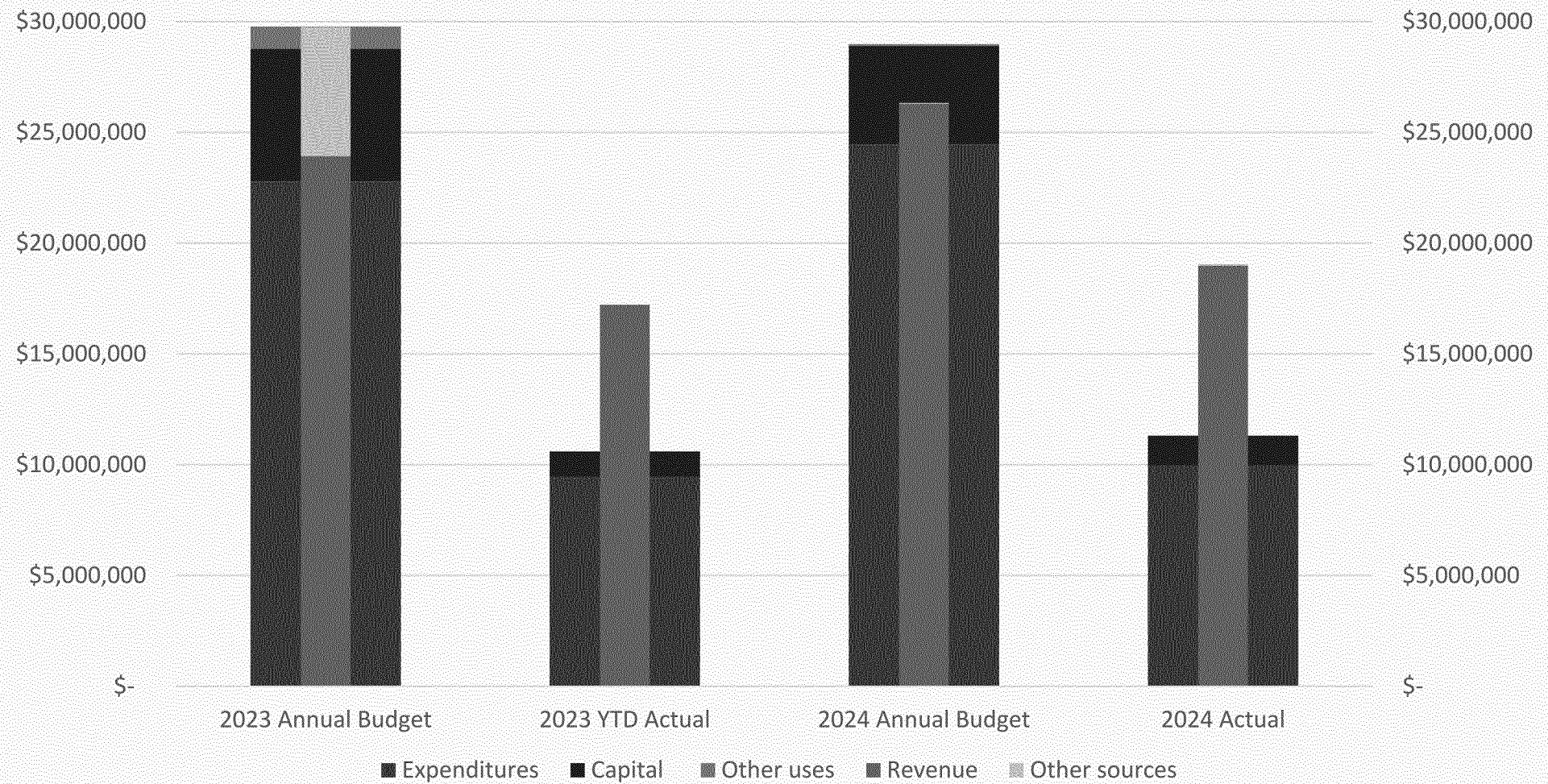
Year-to-Date Budget

Budget-to-Actual Summary



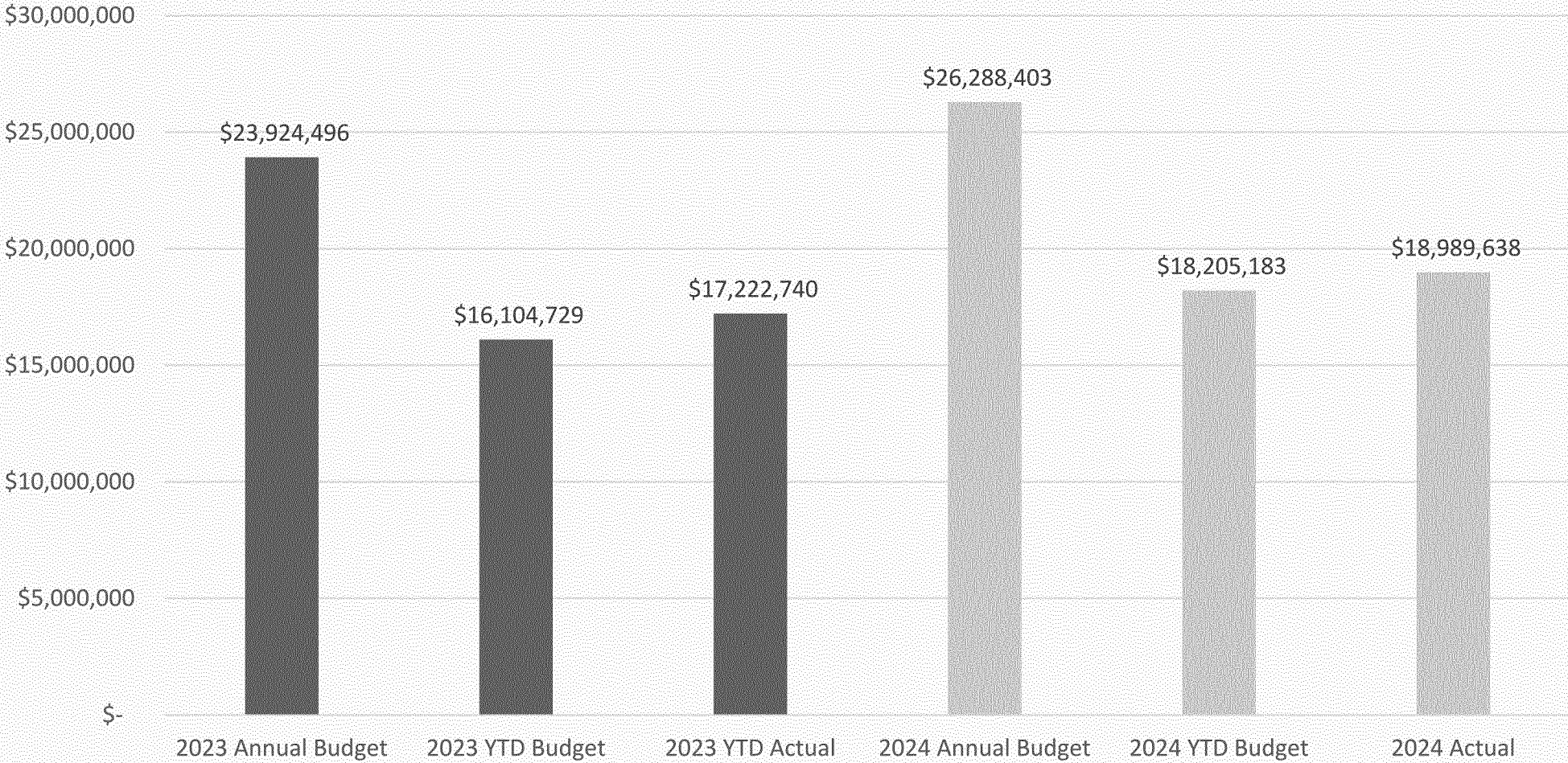
<i>Amounts in thousands</i>	FY 2024 YTD Budget	FY 2024 Actual	Over (Under) YTD Budget	FY 2023 YTD Actual	Current Year Over (Under) Prior Year
Total revenues	\$ 18,205	\$ 18,990	\$ 785	\$ 17,223	\$ 1,767
Operating expenditures	11,946	9,958	(1,988)	9,447	511
Capital outlays	2,739	1,358	(1,381)	1,161	197
Total expenditures	\$ 14,685	\$ 11,316	\$ (3,369)	\$ 10,608	\$ 708
Revenues over (under) expenditures	\$ 3,520	\$ 7,674	\$ 4,154	\$ 6,615	\$ 1,059
Other financing sources	\$ 35	\$ 62	\$ 27	\$ 13	\$ 49
Other financing uses	-	-	-	-	-
Appropriated fund balance	(2,051)	-	2,051	-	-
Change in fund balance	\$ 1,504	\$ 7,736	\$ 6,232	\$ 6,628	\$ 1,108
Beginning fund balance		\$ 20,362		\$ 15,240	\$ 5,122
Ending fund balance		\$ 28,098		\$ 21,868	\$ 6,230

Revenues vs. Expenditures



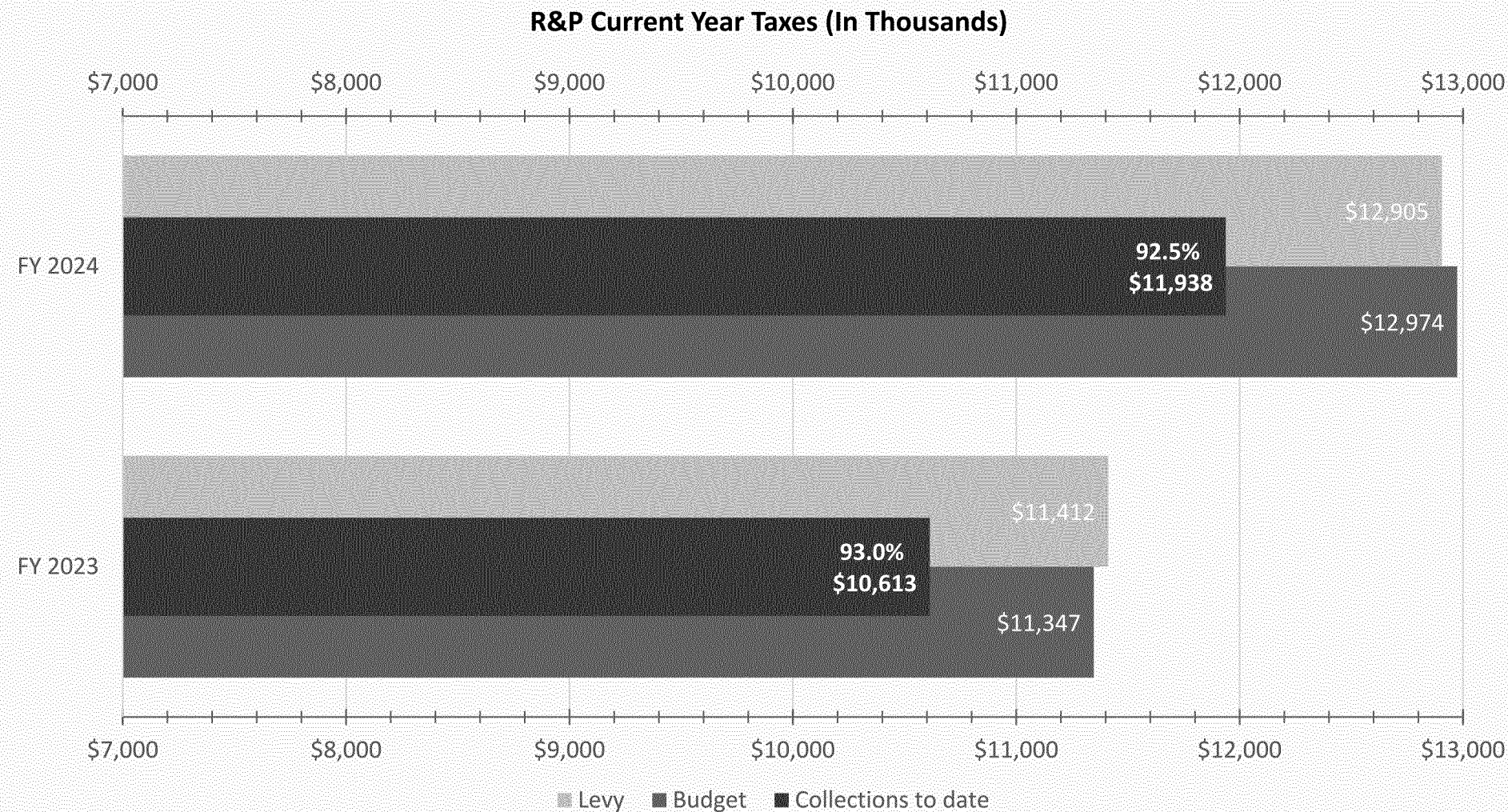
General Fund Revenues

Revenues



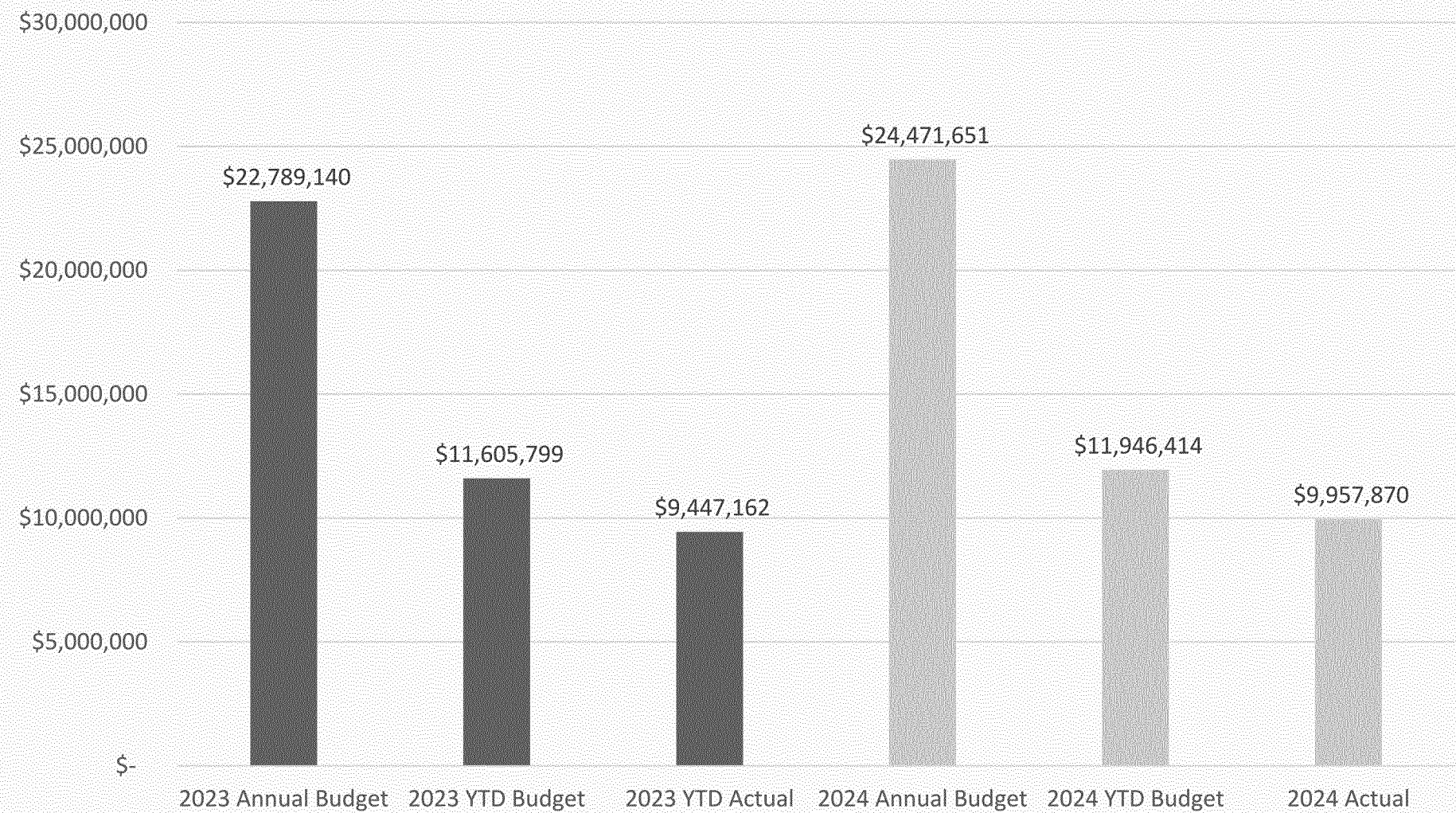
- **Property Taxes:**
 - \$12.3MM collected thru Q2
 - Real and personal (R&P) – 92.0% of annual budget collected compared to 93.6% of annual budget thru Q2 last year
 - R&P budget will be reduced by \$90K in the mid-year amendment based on levy to date and collection rate of 99.9%
- **Sales and Use Taxes:**
 - Nearly \$4.2MM through Q2; \$224K (5.7%) more than last year which is consistent with our budgeted growth of 5%
 - \$125K (3.1%) higher than quarterly budget
- **Investment Income**
 - Due to FOMC interest rates remaining high, earned \$570K YTD, which is \$243K (74.5%) more than the quarterly budget
 - Annualized investment yield thru Q1 was 5.0% on an average balance of \$24.1MM

Real & Personal Property Taxes



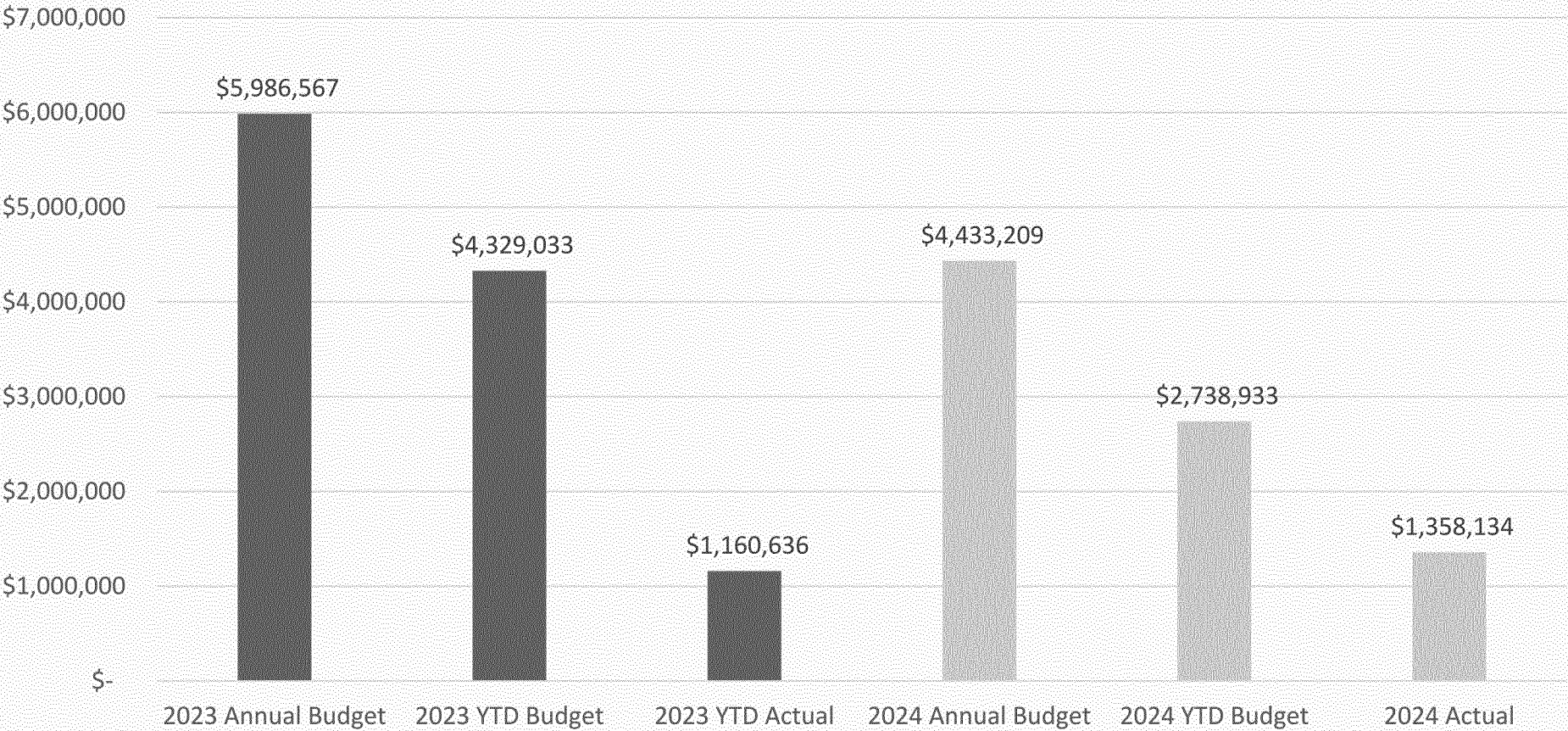
General Fund Expenditures

Operating Expenditures



- Personnel Expenses:
 - \$6.7MM of \$7.8MM personnel budget expended
 - \$1.1MM (14%) budget-to-actual variance
 - Notable lapse salary in the Police and Fire departments due to open positions and length of time to hire
- \$117K unspent to date for road patching and downtown parking lot resurfacing
- \$200K for PDO rewrite reappropriated but not spent yet
- \$74K for multi-modal plan and STR monitoring not spent yet

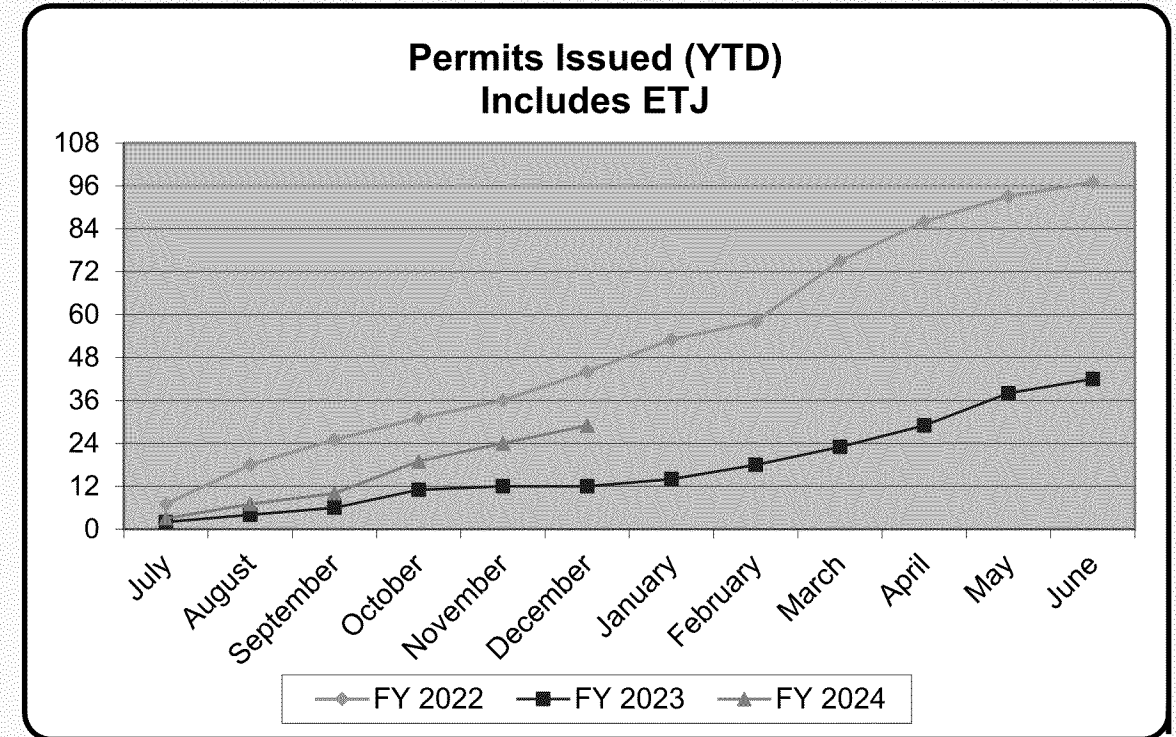
Capital Expenditures



- Unspent Capital Dollars Reappropriated in FY 2024:
 - \$129K Streetscape Improvements – \$107K spent + \$9K encumbered
 - \$645K Sidewalk Improvements – \$344K spent + \$180K encumbered
 - \$355K Stormwater and Intersection Improvements – \$51K spent + \$112K encumbered
- FY 2024 Capital Projects Planned through Q2:
 - \$176K Police Radios & Light Towers – \$163K spent + \$38K encumbered
 - \$189K Harness Track Improvements completed in October 2023

Financial Position & Outlook

- Residential Property:
 - 50% of Village revenues in FY 2023; Budgeted to be 51% in FY 2024
 - 29 single-family residential permits issued in FY 2024 through Q2, compared to 12 through Q2 last year and 42 total in FY 2023
 - Two planned major subdivisions are expected to be permitted in FY 2024 with a total of 78 lots

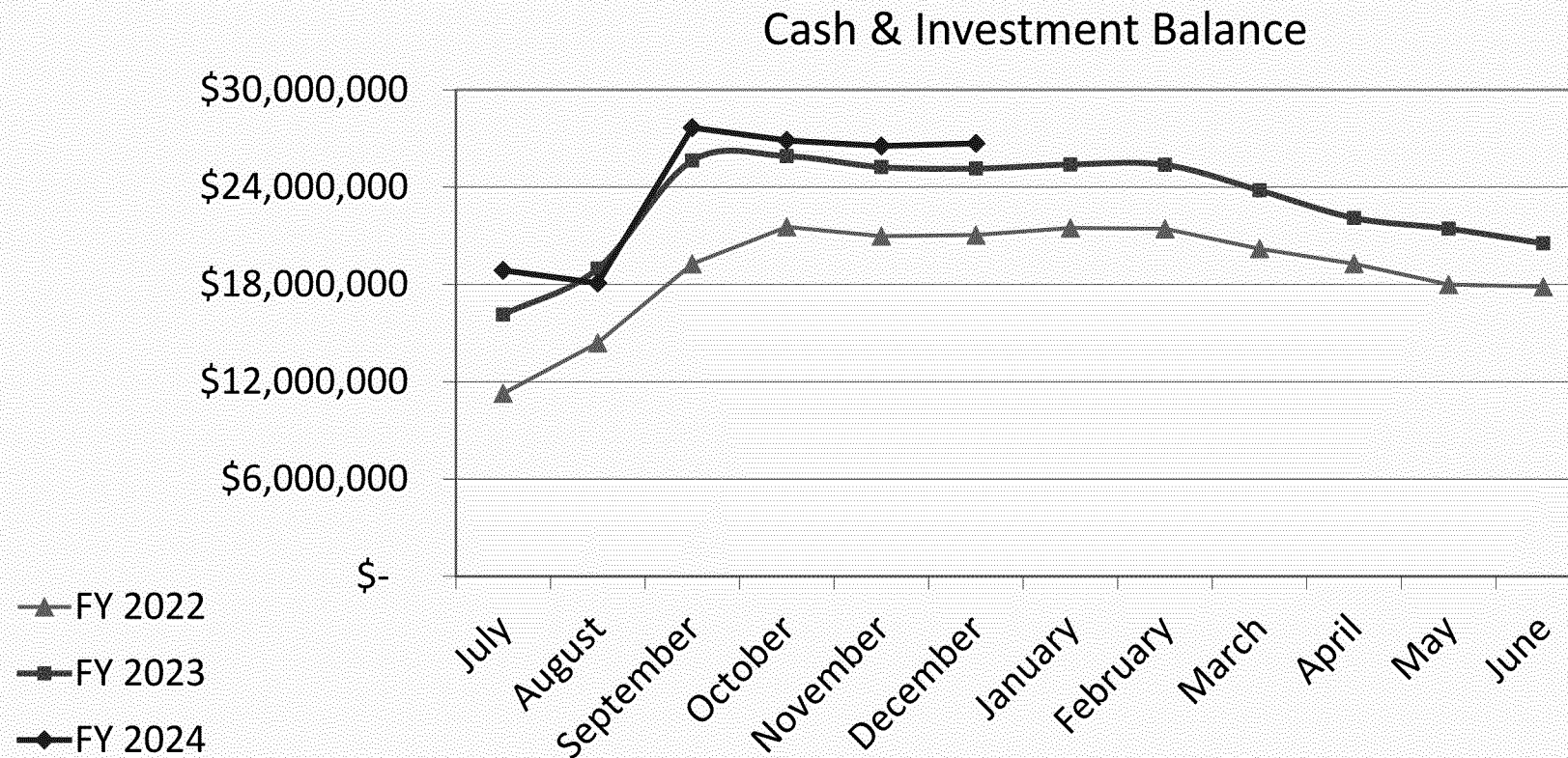


Cash & Investment Balances

Cash and Investment Balance



- Total cash and investments balance increased \$1.5MM from 12/31/2022 to 12/31/2023 due to the surplus of revenues over expenditures to date
- Of the \$26.7 million in cash and investments, 99% is held in the North Carolina Capital Management Trust Government Portfolio.



Library Expansion Capital Project Fund

- \$1.4MM already contributed from the General Fund to date
- \$122K of design expenditures YTD; \$144K project-to-date
- No transfers from the General Fund planned in FY 2024
- Next transfer from the General Fund is planned in FY 2025 for construction
- Additional \$545K in committed General Fund fund balance for the library and archives that is not reflected in the capital project fund

**Village of Pinehurst
Changes to Fees & Charges
Effective July 1, 2024**

Administration Fee

Administration (page 2)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Changes:					
FEMA schedule of equipment	\$ -	\$ -	\$ -	-	To update FEMA website for equipment rates.

Fire Department Fees

Fire (page 3)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Changes:					
Fire Service: Hours for staff and equipment	\$ -	\$ -	\$ -	-	Add a minimum of 2 hours to more accurately reflect staff time and direct labor cost involved.

Planning and Inspections Fees

Planning and Inspections (page 9)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Changes:					
Residential Building Permits: Residential Addition, Alteration, New Accessory Structures: Accessory Structures - Residential	\$0.17 per square foot	\$ 0.13	\$0.30 per square foot	76%	In reviewing our inspections fees for residential permits and comparing them with other jurisdictions, our total cost is largely lower than our peer groups. Most jurisdictions segment the necessary multi-trade inspections (plumbing, electrical, mechanical) from the overall inspection cost whereas ours is inclusive of the overall inspection fee. Also, the current fee calculation for smaller projects can, and does, result in a fee lower than the service rendered (a simple single trade application would render a minimum \$100 fee). This, along with adjusting for the average CPI increase over the past years, a change in the inspection fee per square footage for residential permits from \$0.17 to \$0.30 is requested. This would close the gap to recover the direct costs of the work performed.

**Village of Pinehurst
Changes to Fees & Charges
Effective July 1, 2024**

Recreation - Fair Barn

Recreation - Fair Barn (pages 12 -13)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Changes:					
Facility Rental: Base Fee Full Day (14 hours or less): Resident	\$ 3,630.00	\$ 120.00	\$ 3,750.00	3%	Increase base fee for Resident/Non-Resident/Commercial to adjust to approximate fees of competing venues. Remove Other fees: Package Rate and include with base fee as one total fee for easier applicability of fee for customers and staff. The current fee to the left includes the package rate plus the base fee for comparability to the new fee.
Facility Rental: Base Fee Full Day (14 hours or less): Non-Resident	4,580.00	170.00	4,750.00	4%	
Facility Rental: Base Fee Full Day (14 hours or less): Commercial	4,880.00	120.00	5,000.00	2%	
Facility Rental: Base Fee Weekday (8 hours or less): Resident	2,880.00	120.00	3,000.00	4%	
Facility Rental: Base Fee Weekday (8 hours or less): Non-Resident	3,680.00	70.00	3,750.00	2%	
Facility Rental: Base Fee Weekday (8 hours or less): Commercial	3,860.00	140.00	4,000.00	4%	
Facility Rental: Base Fee Weekday (14 hours or less): Commercial	\$ 4,310.00	\$ 190.00	\$ 4,500.00	4%	The package rate will be removed from the current fee schedule and merged with the base fee for one total fee for easier applicability of fee for customers and staff.
Other Fees: Package Rate: Resident	\$ 1,500.00	\$ (1,500.00)	\$ -	-100%	
Other Fees: Package Rate: Non-Resident/Commercial	\$ 2,000.00	\$ (2,000.00)	\$ -	-100%	Increase holiday premium to a comparable premium with other venues in the surrounding area.
Other Fees: Holiday Premium	\$ 450.00	\$ 50.00	\$ 500.00	11%	

Recreation

Recreation - Parks and Recreation (pages 18 -20)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Changes:					
Memberships/Classes/Programs: Resident - Classes/Programs	\$10 plus direct costs	\$ 5.00	\$15 plus direct costs	50%	Increase administrative fee to more accurately cover actual costs based on increases in salary and benefit costs since 2013.
Youth Day Camps: Resident	\$10 plus direct costs	\$ 5.00	\$15 plus direct costs	50%	Increase administrative fee to more accurately cover actual costs based on increases in salary and benefit costs since 2013.
General Fees: Overnight Parking	\$ 2.00	-	\$ 2.00	0%	Add language that the fee applies to special events approved by Village Manager.

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

ADMINISTRATION:

Council Adopted Date	Description	Fee/Charge	Unit
Other Charges			
02/2022	Paper Copies	\$0.25	per sheet
01/2016	Overtime Costs if overtime is needed to fulfill a public records request promptly	Actual overtime cost	per request
01/2016	Special Service Charge for public records request involving extensive use of IT resources (> 2 hours of staff time)	Actual labor cost	per request
01/2016	Golf Cart Stickers	\$20.00	per cart
03/2004	Municipal Code Copies: Entire Code	\$0.10	per sheet
03/2004	Supplements	\$1.00	per sheet
03/2004	Non-Sufficient Funds (NSF)	\$35.00	per return
12/2007	Late Payment of Code Enforcement Invoices	1.5%	per month on balance unpaid after 30 days
<u>Rental Fees for Use of Village Rooms</u>			
Rental fees and deposit requirements apply to non-profit organizations whose principal operating office is not within the Village of Pinehurst and to private groups or individuals.			
The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the facility or equipment. Cancellation of an event results in forfeiture of all or a part of the deposit (30 days or less 100% retained, 31 days or more 50% retained). Deposits are refundable if facilities are properly cleaned by the user following the event and no damage to the facilities or the audio visual equipment has occurred.			
A pre-meeting training session with a representative from the IT Department is required prior to utilizing the audio visual equipment for the first time. If IT assistance with the audio visual equipment is needed during the rental period, the Audio visual assistance fee will be charged. The Village Manager has the right to waive the deposit and fee requirement if deemed appropriate.			
12/2007	Deposit – Assembly Hall & Station 91 Conference Room: Audio visual equipment is <u>not</u> utilized	\$100.00	per event
12/2007	Audio visual equipment is utilized	\$200.00	per event
12/2007	Rental Fee – Conference Room: Up to 3 hours: Resident	\$25.00	per event
12/2007	Non-Resident	\$50.00	per event
12/2007	More than 3 hours	\$25.00	per hour

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

ADMINISTRATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
	Rental Fee – Assembly Hall & Station 91 Conference Room:		
12/2007	Up to 3 hours: Resident	\$50.00	per event
12/2007	Non-Resident	\$100.00	per event
12/2007	More than 3 hours	\$25.00	per hour
01/2013	Audio visual assistance	\$50.00	per hour
Reimbursement Fees for Services			
04/1998	Time	Cost of staff used (Salaries & Benefits), plus 10% administrative fee	per hour
04/1998	Equipment	Rates determined by Federal Emergency Management Agency (FEMA)	various
Refer to the FEMA schedule of equipment rates for the rates used to calculate the fee for the use of Village equipment. This schedule can be found at https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates .			

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

FIRE:

Council Adopted Date	Description	Fee/Charge	Unit
Fire Inspection (Non-Residential)			
10/2001	Initial Inspection	No Charge	
02/2023	Re-Inspection with violations remaining		
	1 st Re-Inspection	\$100.00	per inspection
	2 nd Re-Inspection	\$200.00	per inspection
	3 rd and Subsequent Re-Inspection	\$500.00	per inspection
Permits Required by NC Fire Code – review, permit and inspection fees			
The fees set forth in this section are fixed for the review of plans for fire protection systems and the issuance of permits required by the Fire Prevention Code.			
02/2023	Fire Sprinkler Systems	\$100.00 due at submittal	per permit plus \$0.01 per square foot for permit and inspection, \$50.00 minimum
02/2023	Fire Alarm / Detection Systems	\$100.00 due at submittal	per permit plus \$0.01 per square foot for permit and inspection, \$50.00 minimum
02/2023	Standpipe System	\$100.00 due at submittal	per permit plus \$0.01 per square foot for permit and inspection, \$50.00 minimum
02/2021	Hood Suppression System	\$75.00	per permit
02/2021	Any other required permit	\$75.00	per permit
02/2023	Express Plan Review (less than 48 hour notice)	\$250.00 plus applicable fee	per express plan review
02/2023	Express Inspection (less than 48 hour notice)	\$250.00 plus applicable fee	per express inspection
02/2023	Re-review fees for 3 rd and subsequent submission	\$150.00	per submission
02/2021	Lift a Stop Work Order	\$100.00	per Stop Work Order
02/2023	Work performed without a permit	Greater of \$500.00 or double fee	per permit
Fire Service: Hours for staff and equipment for non-village sponsored events will be billed at the established rate documented in the Administration section of the Fees and Charges Schedule for a minimum of 2 hours.			

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

INFORMATION TECHNOLOGY (IT):

Council Adopted Date	Description	Fee/Charge	Unit
Media Charges			
12/2009	CD/DVD	\$1.00	per disk
Source Charges			
12/2009	Customized GIS Color Maps	\$50.00 plus cost of map	per hour, one hour minimum
12/2009	Data Analysis and Conversion	\$50.00 plus cost of media	per hour, one hour minimum
Color Orthos GIS Maps			
12/2009	Copy of already created map up to 8.5 x 11	\$2.00	per map
12/2009	Copy of already created map up to 11 x 17	\$6.00	per map
12/2009	Copy of already created map up to 17 x 22	\$10.00	per map
12/2009	Copy of already created map up to 22 x 34	\$12.00	per map
12/2009	Copy of already created map up to 34 x 44	\$20.00	per map
12/2009	Copy of already created ORTHO map up to 36 x 48	\$50.00	per map

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

LIBRARY AND ARCHIVES:

Council Adopted Date	Description	Fee/Charge	Unit
Library Fees			
02/2022	Library Card Fee – Resident/Non-Resident	No Charge	per patron
02/2022	Lost Item Fee	Actual Replacement Cost or Replacement of Identical Item with Staff Approval	per item
02/2022	Rental Fee – Conference Room	Reference Page 1 Administration: Rental Fee- Conference Room	per event
02/2022	Paper Copies	Reference Page 1 Administration: Paper Copies	per sheet
Archive Fees			
Images – Digital Images			
09/2022	Commercial Entity Fee	\$150.00 \$75.00 \$25.00	per images 1 – 4 per images 5 – 10 per images 11 +
09/2022	Non-Commercial Entity Fee	\$50.00	per image
09/2022	Non-Profit Entity Fee	\$15.00	per image
02/2022	Dropbox Fee	\$25.00	per request
02/2022	Additional Use of Each Image	\$10.00 each additional use	per image

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

LIBRARY AND ARCHIVES (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Archive Fees (continued)			
Images – Photographic Prints (Prepared in House)			
02/2022	5 X 7	\$37.00	per print
02/2022	8 X 10	\$47.00	per print
02/2022	11 X 14	\$72.00	per print
02/2022	11.7 X 16.5	\$77.00	per print
<u>Images – Research Fees</u>			
02/2022	Basic Research Fee – Locating Information/Image	No Charge	up to 30 minutes
02/2022	Basic Research Fee – Locating Information/Image	\$30.00	greater than 30 minutes
<u>Graphics – Ross Golf Course Photocopies</u>			
02/2022	Notes & Field Sketches 8.5 X 11	\$1.00 \$2.00 \$2.50	per black & white copy per color copy per photo paper copy
02/2022	Blueprints 11 X 17	\$2.00 \$5.00 \$10.00	per black & white copy per color copy per photo paper copy
02/2022	Golf Course Layouts	See General Fees: Outsourced Printing (page 7)	
<u>Graphics – Ross Golf Course Layout Prints on Graphic Presentation Paper (Prepared in House)</u>			
02/2022	8.5 X 11	\$47.00	per print
02/2022	11 X 14	\$72.00	per print
02/2022	11.7 X 16.5	\$77.00	per print

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

LIBRARY AND ARCHIVES (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Archive Fees (continued)			
Graphics – Ross Golf Course Graphics – Digital Graphics			
02/2022	Digital Golf Course Layout	\$250.00	per layout
02/2022	Digital Field Sketches, 9 Holes	\$75.00	per 9 holes
02/2022	Digital Field Sketches, 18 Holes	\$150.00	per 18 holes
02/2022	Digital Field Sketches, 36 Holes	\$200.00	per 36 holes
02/2022	Scanning or Re-Scanning of Ross Graphics	\$15.00	per 15 minutes
General Fees			
02/2022	Outsourced Printing	Actual cost plus 35%	per image
02/2022	Shipping & Handling	Greater of \$10.00 or Actual Shipping Cost	per parcel
Library and Archives Fees Definition			
	Categories of Entities:		
09/2022	<u>Commercial Entity:</u> Any individual, sole proprietorship, corporation, business, or other entity that does not qualify under any other category.		
09/2022	<u>Non-Commercial Entity:</u> Non-commercial, private individual.		
09/2022	<u>Non-Profit Entity:</u> Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6, (c)7 or federal, state, or local governments.		
The Village of Pinehurst reserves the right to define the entity category based on the usage of the image.			

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

PLANNING AND INSPECTIONS:

Council Adopted Date	Description	Planning Fee		Inspection Fee	
		Fee/ Charge	Unit	Fee/ Charge	Unit
	Amendments				
02/2019	Zoning Text Amendment (PDO)	\$500	per application		
02/2019	Zoning Map (Rezoning)	\$1,300	per application		
02/2019	Zoning Map (Conditional Rezoning)	\$5,000	per application		
02/2019	Comprehensive Plan Amendment	\$750	per application		
	Board of Adjustment Fees				
02/2019	Appeal (50% is refunded if appeal is successful)	\$1,000	per application		
02/2019	Variance	\$500	per application		
	Certificates of Appropriateness (Historic District)				
02/2019	Certificate of Appropriateness (COA) - Major	\$500	per application		
02/2019	Certificate of Appropriateness (COA) - Minor	\$100	per application		
	Final Plats				
02/2019	Final Plat - Major	\$325	per application		
02/2019	Final Plat - Minor	\$50	per application		
	Site Plans (Commercial and Multi-Family)				
02/2020	General Concept Plan	\$2,900	per permit		
02/2019	Site Plan - Major (>= 2 acres)	\$4,000	per permit		
02/2020	Site Plan - Minor (< 2 acres)	\$2,100	per permit		
	Special Use Permit				
02/2019	Special Use	\$700	per application		
	Subdivisions of Land				
02/2019	Subdivision - Major	\$4,500	per permit		
02/2019	Subdivision - Minor	\$1,400	per permit		
02/2019	Subdivision - Exempt	\$50	per permit		
	Commercial Building Permits				
02/2019	Commercial Addition	\$1,200	per permit	\$0.59	per square foot (sf)
02/2019	Commercial Alteration	\$100	per permit	\$0.59	per square foot (sf)
02/2019	Commercial New	\$4,100	per permit	\$0.59	per square foot (sf)
	Demolition/Relocation Permits				
02/2019	Commercial Demolition	\$205	per permit	\$170	per permit
02/2019	Multi-Family Demolition	\$200	per permit	\$175	per permit
02/2019	Residential Demolition	\$50	per permit	\$150	per permit
	Grading/Clearing Permit				
02/2019	Grading/Clearing Permit (Required for any new construction)	\$40	per permit	\$110	per permit
	Multi-Family Building Permits				
02/2019	Multi-Family Addition	\$1,200	per permit	\$0.59	per square foot (sf)
02/2019	Multi-Family Alteration	\$100	per permit	\$0.59	per square foot (sf)
02/2019	Multi-Family New	\$4,100	per permit	\$0.59	per square foot (sf)

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

PLANNING AND INSPECTIONS (continued):

Council Adopted Date	Description	Planning Fee		Inspection Fee	
		Fee/ Charge	Unit	Fee/ Charge	Unit
	Pools and Spas				
02/2019	Pool/Spa - Commercial	\$380	per permit	\$170	per permit
02/2019	Pool/Spa - Residential	\$65	per permit	\$110	per permit
	Residential Building Permits				
02/2024	Residential Addition	\$175	per permit	\$0.30	per square foot (sf)
02/2024	Residential Alteration	\$175	per permit	\$0.30	per square foot (sf)
02/2024	Residential New	\$330	per permit	\$0.30	per square foot (sf)
03/2004	Residential New - Homeowners Recovery Fee	\$10	per permit		
	Single Trade Permits - Commercial/Multi-Family				
02/2019	Commercial/Multi-Family Electrical	\$40	per permit	\$60	per permit
02/2019	Commercial/Multi-Family Mechanical	\$40	per permit	\$60	per permit
02/2019	Commercial/Multi-Family Plumbing	\$40	per permit	\$60	per permit
02/2022	Commercial/Multi-Family Building	\$40	per permit	\$110	per permit
	Single Trade Permits - Residential				
02/2022	Residential Electrical	\$40	per permit	\$60	per permit
02/2022	Residential Mechanical	\$40	per permit	\$60	per permit
02/2022	Residential Plumbing	\$40	per permit	\$60	per permit
02/2022	Residential Building	\$40	per permit	\$60	per permit
	Manufactured/Modular Units				
02/2019	Manufactured/Modular Units - Commercial	\$100	per permit	\$150	per unit
02/2019	Manufactured/Modular Units - Residential	\$100	per permit	\$100	per unit
	Accessory Structures				
02/2019	Accessory Structures - Commercial	\$200	per permit	\$0.59/sf	per square foot (sf)
02/2024	Accessory Structures - Residential	\$175	per permit	\$0.30/sf	per square foot (sf)
03/2004	Accessory Structures - No Dimension > 12 ft.	\$50	per permit		
	Other Permits				
02/2019	ABC Permit	\$50	per permit	\$100	per permit
02/2019	Beekeeping	\$25	per permit		
02/2019	Decks and Patios	\$100	per permit	\$50	per permit
02/2019	Docks & Bulkheads	\$100	per permit	\$50	per permit
02/2019	Driveway	\$25	per permit	\$75	per permit
02/2019	Fence, Wall, or Column	\$125	per permit	\$50	per permit
02/2019	Floodplain Development	\$200	per permit		
02/2019	Home Health & Day Care	\$50	per permit	\$100	per permit
03/2004	Home Occupation	\$50	per permit		
02/2019	Mobile Food Vendor	\$25	per permit		

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

PLANNING AND INSPECTIONS (continued):

Council Adopted Date	Description	Planning Fee		Inspection Fee	
		Fee/ Charge	Unit	Fee/ Charge	Unit
	Other Permits (continued)				
02/2019	Propane Tank	\$50	per permit	\$50	per permit
02/2020	Right of Way Use - Residential	No Charge	per permit		
02/2020	Right of Way Use - Commercial	\$50	per permit		
02/2019	Seasonal Pool	\$25	per permit		
02/2019	Sign - Permanent	\$225	per permit	\$50	per permit
02/2019	Solar Permit	\$45	per permit	\$55	per permit
02/2019	Temporary Use	\$250	per permit		
02/2019	Tent (Inspection fee waived for horse show tents)	\$65	per permit	\$110	per permit
02/2019	Zoning Use	\$50	per permit		
	Other Fees				
02/2022	Administrative Modification	\$100	per application		
02/2019	Annexation	No Charge	per petition		
02/2019	Compliance or Re-Inspection Fee			\$100	per inspection
02/2019	Encroachment Agreement	\$200	per agreement		
11/2023	Plan Review/Inspections for Encroachment Agreements with "New Underground Utilities Addendum"	\$250	per mile		
02/2019	Modification to Prior Approval	\$200	per application		
02/2023	Nonconforming Use Certificate (short term rentals)	\$50	per certificate		
02/2019	Plan Re-Review Fee (3rd and subsequent reviews)	\$500	per review		
02/2019	Pre-Application Meeting	No Charge	per meeting		
02/2019	Time Extension	\$50	per application		
02/2019	Zoning Certification Letter	\$50	per letter		
	Penalties/Violations				
03/2004	Lift a STOP WORK ORDER			\$100	per STOP WORK ORDER
03/2004	Work performed without a permit	Double fee	per permit		
All permitting and inspection fees for residential repairs made under the Habitat for Humanity Repair Program are waived.					

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

POLICE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
12/2004	Parking Ticket:		
12/2004	Overtime Violation	\$5.00	per ticket
	Other Parking Violations	\$10.00	per ticket
12/2009	Precious Metals Dealer Permit	\$180.00	per application
12/2009	Precious Metals Registered Employee	\$10.00	initial application per employee
		\$3.00	annual renewal per employee
12/2009	Precious Metals Special Occasion Permit	\$180.00	per application

PUBLIC SERVICES – SOLID WASTE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
Each single-family residence will be issued one refuse cart and may request one recycling cart and one yard debris cart free of charge. Each single-family residence may also purchase a maximum of one additional refuse, recycling, and/or yard debris cart for residential use which will be collected at no additional charge.			
02/2023	Refuse Cart	\$70.00	per additional cart
02/2023	Recycle Cart	\$70.00	per additional cart
02/2023	Yard Debris Cart	\$70.00	per additional cart

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – FAIR BARN:

Council Adopted Date	Description	Fee/Charge	Unit
Facility Rental			
Fair Barn can be rented under the following applicable base fee schedule. The applicable base fee, including the base fee for non-profits, includes all Fair Barn amenities.			
Fees will be waived for Village departments, non-profits under contract to provide direct services on behalf of the Village, non-profits who spend a majority (greater than 50%) of their financial expenditures for enhancement to Village-owned facilities, and other governmental agencies that have reciprocal facility use agreements with the Village. Non-profits and other governmental agencies that fit these categories are restricted to no more than three days of free use per calendar year. Additional uses are at the established non-profit rate.			
02/2024	Base Fee Full Day (14 hours or less) *: Resident Non-Resident Non-Profit** Commercial	\$3,750.00 \$4,750.00 \$1,500.00 \$5,000.00	per day
02/2024	Base Fee Weekday (8 hours or less) *: Resident Non-Resident Non-Profit** Commercial (14 hours or less) *: Commercial	\$3,000.00 \$3,750.00 \$1,000.00 \$4,000.00 \$2,310.00	per day
02/2021	Additional Hour Above 8 Hour/14 Hour Maximum	\$150.00	per hour
02/2024	Corporate Meeting	\$1,000.00 \$600.00	greater than 4 hours less than 4 hours
*Weekend rental is for Friday – Sunday for a 14 hour rental period. Weekday rental is for Monday-Thursday only within the specified time frame. Additional hours will be billed at \$150/hour. **See Non-Profit definition on Page 13.			
Special Use			
12/2003	Base Fee	Determined with the approval of the Parks and Recreation Director	

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Other Fees			
02/2019	Cancellation (90 days or less)	80% of deposit retained	per deposit
02/2019	Cancellation (91 days or more)	60% of deposit retained	per deposit
02/2023	Postponement Fee (one postponement at no charge)	\$250.00	per postponement
02/2020	Chairs (includes set-up)	\$6.00	per chair
02/2019	Deposit (Security/Damage): Non-Profit* (full day or weekday) Full Day (excluding non-profits) Weekday (excluding non-profits)	\$750.00 \$1,250.00 \$1,000.00	per event
09/2013	Corporate Meeting Deposit	\$250.00	per event
02/2024	Holiday Premium **	\$500.00	per day
02/2019	Prohibited Items (deducted from deposit)	\$500.00	per event
12/2007	Tables (includes set-up)	\$9.00	per table
* See Non-Profit definition below. ** Holiday Premium applies to the following holidays: New Year’s Eve, New Year’s Day, Martin Luther King Day, Good Friday, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.			
Fair Barn Fees and Charges Definition			
12/2003	Categories of Renters:		
12/2003	<u>Resident:</u> Non-commercial, private individual that resides or owns property within the corporate limits of the Village of Pinehurst.		
12/2003	<u>Non-Resident:</u> Non-commercial, private individual that does not own property within the corporate limits of the Village of Pinehurst.		
12/2003	<u>Non-Profit:</u> Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7 with a physical location or offices located within Moore County, NC.		
12/2003	<u>Commercial:</u> Any individual, sole proprietorship, corporation, business, or other entity that does not qualify under any other renter category.		
07/2017	<u>Corporate Meeting:</u> Any Commercial or Non-Profit renter using the facility Monday through Thursday between the hours of 8:00 AM and 5:00 PM. Rates are inclusive of all amenities such as tables and chairs charged under Other Fees in this Schedule.		
The Village of Pinehurst reserves the right to define the renter category based on the usage.			

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Other Definitions			
12/2003	<u>Deposit:</u> Amount due in advance to secure reservation of date, adequate clean up following the event and to recover any and all damage costs to the facility. Cancellation of an event results in forfeiture of the deposit per the Fee Schedule.		
07/2017	<u>Base Fee:</u> Minimum charge paid by all renters of the Fair Barn. Base fee must be paid in full at least ten business days prior to rental. The Weekday rate applies to any single event that occupies the facility for one day but does not apply to any event held on consecutive days or on Holidays. The Weekday rate applies to any one (1) day rental held on Monday through Thursday, which lasts no more than 8 hours, and rental must be completed and properly cleaned by 8:00 p.m. This time period must include all preparations for caterers, florists, exhibit setup, decorating, etc. and clean up after the event. Weekday rentals that go beyond the specified closing time of 8:00 p.m. will be billed an additional amount equal to the applicable Full Day rate.		
07/2017	<u>Other Fees:</u> Charges for additional services or equipment provided by the Fair Barn. All other fees associated with a rental must be paid in full at least ten business days prior to rental.		
12/2003	<u>Sponsored/Co-Sponsored:</u> Events presented by, or coordinated with, the Village of Pinehurst per the "Village Sponsorship of Events" policy.		
12/2003	<u>Special Use:</u> An event or activity, not sponsored or co-sponsored by the Village of Pinehurst, that, due to its size, scope, timing or other unusual characteristic or requirement, that qualifies as being beyond what is considered a normal and customary use of the facility. Criteria to determine if an event qualifies as a special use may include factors such as number of participants/spectators, economic factors such as estimated revenues and expenses, nature and type of event and extent of work required by the Village Staff that is above and beyond what is normal and customary. Examples of events that may qualify as special use are functions associated with other major events, athletic events, special events held on Track grounds generating a minimum of \$7,500 in revenue, special attractions and/or demonstrations.		

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – HARNESS TRACK:

Council Adopted Date	Description	Fee/Charge	Unit
Ground Use			
02/2020	One Infield - without Show Rings	\$155.00	per day
02/2020	One Infield – with Show Rings	\$260.00	per day
02/2020	Two Infields – without Show Rings	\$310.00	per day
02/2020	Two Infields – with Show Rings	\$360.00	per day
07/2017	Special Event Use – One Infield	\$600.00	per day
	Special Event Use – Two Infields	\$1,200.00	per day
Deposits			
01/2004	Grounds Use Clean Up	\$150.00	per rental
01/2004	Show Office Use Clean Up	\$50.00	per rental
01/2007	Stall Reservation	\$100.00	per stall
Standardbred Training (Stall Rental)			
02/2022	Full Season	\$1,075.00	per stall
02/2022	Monthly	\$250.00	per stall
02/2022	Partial Month – Prorated	\$9.00	per stall/per day
Standardbred Training (Other Fees)			
02/2020	Grooms Quarters - Improved	\$212.00	per month
02/2020	Grooms Quarters - Unimproved	\$74.00	per month
07/2015	Grooms Quarters - Prorated	\$7.00	per day
01/2013	Grooms Quarters Cleaning Fee	\$50.00	per room
02/2020	Additional Occupant	\$62.00	per month
02/2009	Manure Pile Removal	\$25.00	per pile
Recreational Vehicle Space License			
10/2023	Full Season	\$2,500.00	per space
10/2023	Monthly	\$400.00	per space

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Horse Shows			
01/2001	Manure Pile Removal	\$25.00	per pile
12/2009 01/2011	Impact Fee: Temporary Stalls Horse not using a stall	\$10.00 \$10.00	per stall, per show per day, per horse
02/2020	Paddock Fee	\$26.00	per paddock per show
01/2015	Stall Clean Out	\$10.00	per stall
02/2020	Vendor/Exhibitor Fee	\$26.00	per vendor/exhibitor
Stall Rental			
Rates are per stall, per weekend, max of 3 nights			
02/2020	Stall Rental (less than 100)	\$41.00	
02/2020	Stall Rental (more than 100)	\$36.00	
02/2020	Tack Stall Rental	\$36.00	
01/2013	Additional Stall Nights over 3 Nights	\$15.00	per stall, per night
Other Fees			
01/1997	Admission/Parking Charge (does not apply to non-profit rentals)	10% of gate, if admission/parking is charged	
07/2015	Oversize Vehicle Parking (RV)	\$35.00	per night (maximum stay of 7 days)

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	
Harness Track Fees and Charges Definitions	
01/2012	<u>Ground Use Fee:</u> To be charged to all individuals or groups who wish to reserve and use the Harness Track grounds. The Village of Pinehurst does not charge Ground Use Fees for general use by the public such as walking, golfing, etc.; Standardbred training; and Resort stable usage. Sponsored/co-sponsored activities by the Village with outside entities will negotiate a usage fee per the discretion of the Parks and Recreation Director. Set up and cleanup is part of the rental time period and is the sole responsibility of the renting individual or group. Priority for rentals will be given to individuals or groups requesting use of the Show Rings.
01/1997	<u>Clean Up Deposit:</u> The Village requires all renters of the Harness Track grounds or any office to be used as the Show Office to supply a deposit. The Village of Pinehurst based on whether the facility is left clean by the user may retain all, a portion of, or none of the deposit.
01/2011	<u>Standardbred Fee:</u> Standardbred fees are charged according to the Fee Schedule. Improved Grooms Quarters refer to rooms with direct access to a combination of water/sewer and heat system. Un-Improved Grooms Quarters refer to rooms without access to water/sewer and heating. The Standardbred season is defined as the period from October 15 – May 1. Priority for stall reservations will be given to Full Season stall rentals. Monthly Stall rentals will be available on a first come, first served basis after all Full Season stalls have been assigned. Payments received in full, in advance or upon arrival for all Full Season stalls, will receive a 5% discount.
10/2023	<u>Recreational Vehicle Space License:</u> Fee to be charged to those requesting to license a recreational vehicle space at the Pinehurst Harness Track facility. The full season for recreational vehicle space license is designated for seven months from October 1 – April 30.
01/2014	<u>Horse Shows:</u> Horse Shows are charged the Ground Use Fee plus all other applicable charges listed in the Fee Schedule. Overtime hours for staff will be billed at the established rate as per the Village's Service Fee Policy. Fees related to inspections of tents will be waived for all horse shows held on the grounds.
01/1997	<u>Other:</u> Tack Shop, Track Restaurant, and Barn 19 each have their own lease agreements, which are renewed annually with an adjustment according to the Consumer Price Index (CPI).
07/2017	<u>Special Event Use:</u> To be charged to all individuals or groups who wish to reserve and use the Harness Track grounds for any event or activity not sponsored/co-sponsored by the Village. Examples could include concerts, car shows, large gatherings that will have a significant impact on the facility. Set up and cleanup is part of the rental time period and is the sole responsibility of the renting individual or group.

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION:

Council Adopted Date	Description	Fee/Charge	Unit
Memberships/Classes/Programs The fee for all Parks and Recreation programs, events, leagues and athletic events is the same regardless of the age of the participant unless specified otherwise in the Fee Schedule. No Pinehurst resident youth will be denied participation based on their ability to pay. The registration fee may be prorated by the Parks and Recreation Director for participants who wish to attend after a class has started. Memberships will not be prorated.			
02/2020	Non-Resident Family Membership	Membership cost is \$60. The membership is valid for one year from purchase date. It entitles every member of the family (Parents/Children) to register at the Resident rate for all Athletic Events, Athletic Leagues, Classes and Programs.	
09/2019	Open Gym Membership – Individual Resident Non-Resident	\$15.00 \$30.00	per 6 months per 6 months
09/2019	Open Gym Membership – Family (2 or more members) Resident Non-Resident	\$30.00 \$60.00	per 6 months per 6 months
07/2017	Resident – Classes/Programs (Fee through August 31, 2024)	\$10.00 plus direct costs	per participant
02/2024	Resident – Classes/Programs (Fee beginning September 1, 2024)	\$15.00 plus direct costs	per participant
12/2008	Non-Resident – Classes/Programs	Two times resident fee	per participant
01/2016	Outside Group Programs	Outside groups using Village facilities to conduct programs or classes approved by the Village Parks & Recreation Department will remit 10% of all fees collected. There will be no charge for the use of the facilities.	
09/2019	Late Pickup Fee Resident/Non-Resident	\$1.00	per minute

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Athletic Leagues			
02/2022	Player Fee: Resident	\$30.00	per player
02/2022	Non-Resident	\$60.00	per player
Youth Day Camps The weekly rates for Youth Day Camps will be calculated and published online. The deposit will be applied to the weekly rate and the balance of each week reserved is due one week prior to the start of each session. The registration fee may be prorated by the Parks and Recreation Director for participants who wish to attend after a class has started.			
06/2013	Resident (Fee through August 31, 2024)	\$10.00 plus direct costs	per participant
02/2024	Resident (Fee beginning September 1, 2024)	\$15.00 plus direct costs	per participant
12/2008	Non-Resident	One and a half times the resident fee	per participant
12/2007	Deposit	\$25.00	per week reserved
General Fees The following fees may apply to all Parks and Recreation Facility Rental unless stated otherwise in the Fees and Charges Schedule.			
06/2013	Admission Charged (does not apply to non-profit rentals)	10%	gross sales
06/2013	Chairs-(only available on site)	\$1.50 set up by renter \$3.00 set up by Village staff	per chair
06/2013	Tables-on site	\$4.50 set up by renter \$9.00 set up by Village staff	per table
01/2016	Tables-off site (limited quantities)	\$4.50 Resident \$9.00 Non-Resident	per table
06/2013	Vendor/Exhibitor	\$25.00	per vendor/exhibitor
07/2018	Food Vendor	\$75.00	per vendor
07/2018	Alcohol Vendor	\$400.00	per vendor

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
General Fees (continued)			
06/2013	Sound System	\$50.00	per event
12/2008	Overnight Parking (Resident and Non-Resident) Fee applies to special events approved by the Village Manager	\$2.00	per vehicle per night
02/2021	Drop In Fee	\$7.00	per day per activity
02/2021	Event Admission	\$2.00 \$5.00	per person ages 12 & under per person ages 13 & over
Rental Fees for Use of Village Parks			
02/2022	Facility Rental Supervisor	\$45.00 \$15.00	first two hours each additional hour
02/2022	Athletic Facilities: Resident/Non-Profit	\$20.00 \$40.00	per hour without lights per hour with lights
02/2022	Non-Resident	\$40.00 \$80.00	per hour without lights per hour with lights
12/2008	Bleachers (Resident and Non-Resident)	\$25.00	per bleacher per day
07/2017	Park Picnic Shelters: Resident/Non-Profit	\$30.00 \$15.00	first three hours each additional hour
07/2017	Non-Resident	\$60.00 \$15.00	first three hours each additional hour
Special Event Permits			
01/2015	Application Fee	\$50.00	per event
01/2015	Late Application Fee	\$25.00	per event
01/2015	Bleachers	\$50.00	per unit
01/2015	Greenway Trail Use	\$50.00	per event
01/2015	Post Event Clean Up	\$100.00	per event
01/2015	Street Closure	\$50.00	per barricade point
01/2015	On-site Staffing (three hour minimum)	Duration and number of staff needed will be determined by Parks and Recreation Director based on size and scope of event. Hourly rates will vary for staff scheduled to work an event.	

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Arboretum and Tufts Park Rental fees and deposit requirements apply to individual, groups and non-profit organizations based on the location of principal operating office/residence. The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the grounds. Cancellation of an event results in forfeiture of all or a part of the deposit (90 days or less 100% of the deposit will be retained, 91 days or more 50% of the deposit will be retained). Deposits are refundable if grounds are properly cleaned by the user following the event and no damage to the grounds has occurred. Fees will be waived for Village departments, non-profits under contract to provide direct services on behalf of the Village, non-profits who spend a majority (greater than 50%) of their financial expenditures for enhancement to Village-owned facilities, and other governmental agencies that have reciprocal facility use agreements with the Village. Non-profits and other governmental agencies that fit these categories are restricted to no more than three days of free use per calendar year. Additional uses are at the established non-profit rate.			
Arboretum Lawn The Arboretum lawn is divided into three separate areas available for rent. The Pergola Garden is adjacent to the Assembly Hall, Joyce's Meadow is the large field below the Pergola Garden and the Magnolia Lawn is between the Entrance Structure and Overlook near the intersection of McCaskill and Magnolia Roads.			
If more than one amenity is requested to be used, the package rate will apply per day.			
Timmel Pavilion Only (includes tables and chairs)			
01/2015	Pavilion rental (5 hour maximum): Resident/Non-Profit Non-Resident Resident and Non-Resident	\$180.00 \$240.00 \$40.00	first three hours first three hours each additional hour
07/2018	Pavilion rental (5 hour maximum) Discounted rate if booked within 72 hours of use: Resident/Non-Profit Non-Resident Resident and Non-Resident	\$60.00 \$120.00 \$30.00	first three hours first three hours each additional hour
07/2017	Pavilion rental (full day): Resident/Non-Profit Non-Resident	\$750.00 \$1,000.00	per day per day
Grounds Only (includes tables and chairs)			
07/2017	Pergola Garden: Resident/Non-Profit Non-Resident	\$500.00 \$650.00	per day

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Arboretum and Tufts Park (continued)			
Grounds Only (includes tables and chairs) (continued)			
07/2017	Magnolia Lawn: Resident/Non-Profit Non-Resident	\$500.00 \$650.00	per day
01/2015	Joyce's Meadow: Resident/Non-Profit Non-Resident	\$600.00 \$775.00	per day
01/2015	All Grounds: Resident/Non-Profit Non-Resident	\$775.00 \$1,000.00	per day
Grounds & Pavilion Rental (includes tables and chairs)			
07/2017	Pergola Garden & Timmel Pavilion: Resident/Non-Profit Non-Resident	\$1,100.00 \$1,400.00	per day
07/2017	Magnolia Lawn & Timmel Pavilion: Resident/Non-Profit Non-Resident	\$1,100.00 \$1,400.00	per day
07/2017	Joyce's Meadow & Timmel Pavilion: Resident/Non-Profit Non-Resident	\$1,100.00 \$1,400.00	per day
07/2017	All Grounds & Timmel Pavilion: Resident/Non-Profit Non-Resident	\$1,500.00 \$1,800.00	per day
Staff			
02/2022	Set up/Breakdown crew for tables and chairs	\$400.00	per event
Deposit			
01/2015	Timmel Pavilion Only Deposit	\$100.00	per event
07/2018	Multiple Amenities/Venues Deposit	\$200.00	per event

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Tufts Memorial Park			
06/2013	Deposit	\$100.00	per event
06/2013	Resident/Non-Profit	\$250.00	per day
01/2015	Non-Resident	\$325.00	per day
Special Events			
At the discretion of the Parks and Recreation Director, a fee may be established for special events based on direct costs.			
01/1997	Resident and Non-Resident	No charge	per participant
Workshops			
01/1997	Resident	\$5.00	per participant
12/2008	Non-Resident	Two times the resident fee	per participant
Trips			
01/1997	Using Non-Village Owned Vehicle: Resident	\$5.00 plus direct costs	per participant
01/1997	Non Resident	\$10.00 plus direct costs	per participant
01/1997	Using Village Owned Vehicle: Resident	\$5.00 plus direct costs and IRS mileage rate	per participant
01/1997	Non-Resident	\$10.00 plus direct costs and IRS mileage rate	per participant

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS AND RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Community Center Rental fees and deposit requirements apply to individuals, groups and non-profit organizations based on the location of principal operating office/residence. The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the facility. Cancellation of an event results in forfeiture of all or a part of the deposit (14 days or less 100% of the deposit will be retained, 15 days or more 100% of the deposit will be refunded). Deposits are refundable if facility is properly cleaned by the user following the event and no damage to the facility has occurred. If more than one amenity is requested to be used, the package rate will apply per day. All kitchen rentals require additional kitchen cleaning fee as noted below. Weekend rental is for Friday – Sunday. Weekday rental is for Monday – Thursday.			
Community Center Facility Rentals:			
09/2019	Multi-Purpose Room: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non- Resident - Weekend Additional Hourly Rate	 \$80.00 \$100.00 \$160.00 \$200.00 \$40.00	 first two hours first two hours first two hours first two hours each additional hour
09/2019	Multi-Purpose Room/Kitchen: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non- Resident - Weekend Additional Hourly Rate	 \$110.00 \$140.00 \$220.00 \$280.00 \$55.00	 first two hours first two hours first two hours first two hours each additional hour
09/2019	Gymnasium: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend Additional Hourly Rate	 \$170.00 \$215.00 \$340.00 \$430.00 \$85.00	 first two hours first two hours first two hours first two hours each additional hour
09/2019	Gymnasium/Multi-Purpose Room: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend Additional Hourly Rate	 \$225.00 \$280.00 \$450.00 \$560.00 \$115.00	 first two hours first two hours first two hours first two hours each additional hour

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Community Center Facility Rentals (continued)			
09/2019	Gymnasium/Multi-Purpose Room/ Kitchen: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend Additional Hourly Rate	\$260.00 \$325.00 \$520.00 \$650.00 \$130.00	first two hours first two hours first two hours first two hours each additional hour
Tournaments:			
09/2019	Gymnasium: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend	\$680.00 \$850.00 \$1,360.00 \$1,700.00	per day per day per day per day
09/2019	Gymnasium/Multi-Purpose Room: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend	\$900.00 \$1,125.00 \$1,800.00 \$2,250.00	per day per day per day per day
09/2019	Gymnasium/Multi-Purpose Room/Kitchen: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend	\$1,040.00 \$1,300.00 \$2,080.00 \$2,600.00	per day per day per day per day
09/2019	Kitchen Cleaning Fee	\$50.00	per kitchen rental
Deposits			
09/2019	Multi-Purpose Room	\$75.00	per event
09/2019	Gymnasium	\$75.00	per event
09/2019	Tournaments	\$225.00	per event

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
Parks and Recreation Fees and Charges Definitions In circumstances where demand is expected to exceed supply for classes and programs, Pinehurst residents will receive priority in registration by the establishment of advance registration dates open to Pinehurst residents only. Participants must live, own property, work, or go to school in Moore County. The parent(s) of youth participants must live, own property, work, or go to school in Moore County.	
01/1997	<u>Athletic Events:</u> Sport related programs that are held infrequently and last less than five consecutive days and/or are not limited to a minimum or a maximum number of participants (provided there are no facility or logistical limitations).
01/1997	<u>Athletic Leagues:</u> Organized sport related programs that encompass a certain number of teams.
01/1997	<u>Classes:</u> Programs that require more than one meeting time to complete.
12/2007	<u>Day Camp Deposit:</u> Amount due at registration to secure slot for each participant, per session. Deposit is non-refundable.
01/1997	<u>Facility Rental:</u> Fee charged for the use of Village owned property.
01/2012	<u>Facility Supervisor:</u> A person employed by the Parks and Recreation department who is responsible for opening a facility for rental, providing necessary equipment, and locking facility at the conclusion of rental.
01/1997	<u>Indigent Youth:</u> Child under the age of 18 and still enrolled in school who, or whose parents or guardian, are receiving governmental financial assistance.
07/2016	<u>Non-Profit:</u> Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7 with a physical location or offices located within Moore County, NC.
01/1997	<u>Non-Resident:</u> A person who does not reside inside the Village limits of Pinehurst nor who, or whose parents or guardian, pays Village of Pinehurst property taxes.
01/1997	<u>Resident:</u> A person who resides inside the Village limits of Pinehurst or whose parents or guardian, pays Village of Pinehurst Property taxes.
01/1997	<u>Special Events:</u> Programs that are held infrequently, last less than five consecutive days and/or are not limited to a minimum or a maximum number of participants (provided there is not facility or logistical limitations).
01/1997	<u>Trips:</u> Organized travel for a specific purpose.
01/1997	<u>Workshops:</u> One-day programs that are limited to a set minimum and maximum.

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
02/2022	Refund Policy
Purpose To adopt a fair and equitable refund policy for all fee based classes, programs, and leagues that allows for sufficient cancellation time for programs with participant deficits. Coverage This policy, upon adoption by the Village Council, shall be applicable to all individuals registered in fee based programs conducted by the Parks and Recreation Department until such time as it is altered, modified, or rescinded by the Village Council. Policy If the department cancels a program, class, activity, or facility reservation, a FULL refund will be issued in the form of a check within two (2) weeks. Once a person or team has registered for a program, class, activity, or league, or has reserved a facility or equipment, NO REFUNDS will be issued to that person or team UNLESS the department receives a request in writing five (5) working days prior to the first scheduled day of the program, class, activity, league action, or reservation. When an individual registrant has cancelled under certain circumstances that qualify the individual for a refund, the refund will be equal to the amount paid by the registrant, less a \$10.00 administrative fee and any non-refundable deposits that may be applicable. A refund may be applied in the form of a credit to the registrant's account in lieu of a refund check. If a registrant cancels participation in a trip, a full refund, less a \$10.00 administrative fee and any non-refundable deposits, will be issued if the trip is fully subscribed and the registrant's slot is filled. Otherwise, there will be no refund. Inclement Weather Policy – Shelters and Athletic Fields Rentals may be transferred to another available day or a refund may be given if the following occurs: • If lights are used, notice shall be given before lights are scheduled to come on. • If inclement weather occurs during the rental, notice shall be given as soon as a decision to cancel has been made and a partial refund/credit may be given. • When lights are not reserved, notice shall be given within twenty four (24) hours of rental. The Parks and Recreation Director will determine refunds in any special circumstance not addressed by this policy.	

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024**

VILLAGE- WIDE:

Council Adopted Date	
07/2013	
Upon approval, the fees and charges outlined in this schedule will be applied to all activities and events scheduled to occur after the effective date of the schedule. For example, a Fair Barn event booked after the approval date that will occur after the effective date will be billed at the newly established rates. The Village Manager or designee may charge a fee not included in the fee schedule but are deemed appropriate for unique situations. Fees for Co-Sponsored events will be determined by the Village Manager or designee. The Village Manager or designee may waive any fee that is deemed in the best interest of the community.	

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

ADMINISTRATION:

Council Adopted Date	Description	Fee/Charge	Unit
Other Charges			
02/2022	Paper Copies	\$0.25	per sheet
01/2016	Overtime Costs if overtime is needed to fulfill a public records request promptly	Actual overtime cost	per request
01/2016	Special Service Charge for public records request involving extensive use of IT resources (> 2 hours of staff time)	Actual labor cost	per request
01/2016	Golf Cart Stickers	\$20.00	per cart
03/2004	Municipal Code Copies: Entire Code	\$0.10	per sheet
03/2004	Supplements	\$1.00	per sheet
03/2004	Non-Sufficient Funds (NSF)	\$35.00	per return
12/2007	Late Payment of Code Enforcement Invoices	1.5%	per month on balance unpaid after 30 days
<u>Rental Fees for Use of Village Rooms</u>			
Rental fees and deposit requirements apply to non-profit organizations whose principal operating office is not within the Village of Pinehurst and to private groups or individuals.			
The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the facility or equipment. Cancellation of an event results in forfeiture of all or a part of the deposit (30 days or less 100% retained, 31 days or more 50% retained). Deposits are refundable if facilities are properly cleaned by the user following the event and no damage to the facilities or the audio visual equipment has occurred.			
A pre-meeting training session with a representative from the IT Department is required prior to utilizing the audio visual equipment for the first time. If IT assistance with the audio visual equipment is needed during the rental period, the Audio visual assistance fee will be charged. The Village Manager has the right to waive the deposit and fee requirement if deemed appropriate.			
12/2007	Deposit – Assembly Hall & Station 91 Conference Room: Audio visual equipment is <u>not</u> utilized	\$100.00	per event
12/2007	Audio visual equipment is utilized	\$200.00	per event
12/2007	Rental Fee – Conference Room: Up to 3 hours: Resident	\$25.00	per event
12/2007	Non-Resident	\$50.00	per event
12/2007	More than 3 hours	\$25.00	per hour

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

ADMINISTRATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
	Rental Fee – Assembly Hall & Station 91 Conference Room:		
12/2007	Up to 3 hours:		
	Resident	\$50.00	per event
12/2007	Non-Resident	\$100.00	per event
12/2007	More than 3 hours	\$25.00	per hour
01/2013	Audio visual assistance	\$50.00	per hour
Reimbursement Fees for Services			
04/1998	Time	Cost of staff used (Salaries & Benefits), plus 10% administrative fee	per hour
04/1998	Equipment	Rates determined by Federal Emergency Management Agency (FEMA)	various
Refer to the FEMA schedule of equipment rates for the rates used to calculate the fee for the use of Village equipment. This schedule can be found at https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates https://www.fema.gov/schedule-equipment-rates .			

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

FIRE:

Council Adopted Date	Description	Fee/Charge	Unit
Fire Inspection (Non-Residential)			
10/2001	Initial Inspection	No Charge	
02/2023	Re-Inspection with violations remaining		
	1 st Re-Inspection	\$100.00	per inspection
	2 nd Re-Inspection	\$200.00	per inspection
	3 rd and Subsequent Re-Inspection	\$500.00	per inspection
Permits Required by NC Fire Code – review, permit and inspection fees			
The fees set forth in this section are fixed for the review of plans for fire protection systems and the issuance of permits required by the Fire Prevention Code.			
02/2023	Fire Sprinkler Systems	\$100.00 due at submittal	per permit plus \$0.01 per square foot for permit and inspection, \$50.00 minimum
02/2023	Fire Alarm / Detection Systems	\$100.00 due at submittal	per permit plus \$0.01 per square foot for permit and inspection, \$50.00 minimum
02/2023	Standpipe System	\$100.00 due at submittal	per permit plus \$0.01 per square foot for permit and inspection, \$50.00 minimum
02/2021	Hood Suppression System	\$75.00	per permit
02/2021	Any other required permit	\$75.00	per permit
02/2023	Express Plan Review (less than 48 hour notice)	\$250.00 plus applicable fee	per express plan review
02/2023	Express Inspection (less than 48 hour notice)	\$250.00 plus applicable fee	per express inspection
02/2023	Re-review fees for 3 rd and subsequent submission	\$150.00	per submission
02/2021	Lift a Stop Work Order	\$100.00	per Stop Work Order
02/2023	Work performed without a permit	Greater of \$500.00 or double fee	per permit
Fire Service: Hours for staff and equipment for non-village sponsored events will be billed at the established rate documented in the Administration section of the Fees and Charges Schedule <u>for a minimum of 2 hours.</u>			

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

INFORMATION TECHNOLOGY (IT):

Council Adopted Date	Description	Fee/Charge	Unit
Media Charges			
12/2009	CD/DVD	\$1.00	per disk
Source Charges			
12/2009	Customized GIS Color Maps	\$50.00 plus cost of map	per hour, one hour minimum
12/2009	Data Analysis and Conversion	\$50.00 plus cost of media	per hour, one hour minimum
Color Orthos GIS Maps			
12/2009	Copy of already created map up to 8.5 x 11	\$2.00	per map
12/2009	Copy of already created map up to 11 x 17	\$6.00	per map
12/2009	Copy of already created map up to 17 x 22	\$10.00	per map
12/2009	Copy of already created map up to 22 x 34	\$12.00	per map
12/2009	Copy of already created map up to 34 x 44	\$20.00	per map
12/2009	Copy of already created ORTHO map up to 36 x 48	\$50.00	per map

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

LIBRARY AND ARCHIVES:

Council Adopted Date	Description	Fee/Charge	Unit
Library Fees			
02/2022	Library Card Fee – Resident/Non-Resident	No Charge	per patron
02/2022	Lost Item Fee	Actual Replacement Cost or Replacement of Identical Item with Staff Approval	per item
02/2022	Rental Fee – Conference Room	Reference Page 1 Administration: Rental Fee- Conference Room	per event
02/2022	Paper Copies	Reference Page 1 Administration: Paper Copies	per sheet
Archive Fees			
Images – Digital Images			
09/2022	Commercial Entity Fee	\$150.00 \$75.00 \$25.00	per images 1 – 4 per images 5 – 10 per images 11 +
09/2022	Non-Commercial Entity Fee	\$50.00	per image
09/2022	Non-Profit Entity Fee	\$15.00	per image
02/2022	Dropbox Fee	\$25.00	per request
02/2022	Additional Use of Each Image	\$10.00 each additional use	per image

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

LIBRARY AND ARCHIVES (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Archive Fees (continued)			
Images – Photographic Prints (Prepared in House)			
02/2022	5 X 7	\$37.00	per print
02/2022	8 X 10	\$47.00	per print
02/2022	11 X 14	\$72.00	per print
02/2022	11.7 X 16.5	\$77.00	per print
<u>Images – Research Fees</u>			
02/2022	Basic Research Fee – Locating Information/Image	No Charge	up to 30 minutes
02/2022	Basic Research Fee – Locating Information/Image	\$30.00	greater than 30 minutes
<u>Graphics – Ross Golf Course Photocopies</u>			
02/2022	Notes & Field Sketches 8.5 X 11	\$1.00 \$2.00 \$2.50	per black & white copy per color copy per photo paper copy
02/2022	Blueprints 11 X 17	\$2.00 \$5.00 \$10.00	per black & white copy per color copy per photo paper copy
02/2022	Golf Course Layouts	See General Fees: Outsourced Printing (page 7)	
<u>Graphics – Ross Golf Course Layout Prints on Graphic Presentation Paper (Prepared in House)</u>			
02/2022	8.5 X 11	\$47.00	per print
02/2022	11 X 14	\$72.00	per print
02/2022	11.7 X 16.5	\$77.00	per print

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

LIBRARY AND ARCHIVES (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Archive Fees (continued)			
Graphics – Ross Golf Course Graphics – Digital Graphics			
02/2022	Digital Golf Course Layout	\$250.00	per layout
02/2022	Digital Field Sketches, 9 Holes	\$75.00	per 9 holes
02/2022	Digital Field Sketches, 18 Holes	\$150.00	per 18 holes
02/2022	Digital Field Sketches, 36 Holes	\$200.00	per 36 holes
02/2022	Scanning or Re-Scanning of Ross Graphics	\$15.00	per 15 minutes
General Fees			
02/2022	Outsourced Printing	Actual cost plus 35%	per image
02/2022	Shipping & Handling	Greater of \$10.00 or Actual Shipping Cost	per parcel
Library and Archives Fees Definition			
	Categories of Entities:		
09/2022	<u>Commercial Entity:</u> Any individual, sole proprietorship, corporation, business, or other entity that does not qualify under any other category.		
09/2022	<u>Non-Commercial Entity:</u> Non-commercial, private individual.		
09/2022	<u>Non-Profit Entity:</u> Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6, (c)7 or federal, state, or local governments.		
The Village of Pinehurst reserves the right to define the entity category based on the usage of the image.			

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
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PLANNING AND INSPECTIONS:

Council Adopted Date	Description	Planning Fee		Inspection Fee	
		Fee/ Charge	Unit	Fee/ Charge	Unit
	Amendments				
02/2019	Zoning Text Amendment (PDO)	\$500	per application		
02/2019	Zoning Map (Rezoning)	\$1,300	per application		
02/2019	Zoning Map (Conditional Rezoning)	\$5,000	per application		
02/2019	Comprehensive Plan Amendment	\$750	per application		
	Board of Adjustment Fees				
02/2019	Appeal (50% is refunded if appeal is successful)	\$1,000	per application		
02/2019	Variance	\$500	per application		
	Certificates of Appropriateness (Historic District)				
02/2019	Certificate of Appropriateness (COA) - Major	\$500	per application		
02/2019	Certificate of Appropriateness (COA) - Minor	\$100	per application		
	Final Plats				
02/2019	Final Plat - Major	\$325	per application		
02/2019	Final Plat - Minor	\$50	per application		
	Site Plans (Commercial and Multi-Family)				
02/2020	General Concept Plan	\$2,900	per permit		
02/2019	Site Plan - Major (>= 2 acres)	\$4,000	per permit		
02/2020	Site Plan - Minor (< 2 acres)	\$2,100	per permit		
	Special Use Permit				
02/2019	Special Use	\$700	per application		
	Subdivisions of Land				
02/2019	Subdivision - Major	\$4,500	per permit		
02/2019	Subdivision - Minor	\$1,400	per permit		
02/2019	Subdivision - Exempt	\$50	per permit		
	Commercial Building Permits				
02/2019	Commercial Addition	\$1,200	per permit	\$0.59	per square foot (sf)
02/2019	Commercial Alteration	\$100	per permit	\$0.59	per square foot (sf)
02/2019	Commercial New	\$4,100	per permit	\$0.59	per square foot (sf)
	Demolition/Relocation Permits				
02/2019	Commercial Demolition	\$205	per permit	\$170	per permit
02/2019	Multi-Family Demolition	\$200	per permit	\$175	per permit
02/2019	Residential Demolition	\$50	per permit	\$150	per permit
	Grading/Clearing Permit				
02/2019	Grading/Clearing Permit (Required for any new construction)	\$40	per permit	\$110	per permit
	Multi-Family Building Permits				
02/2019	Multi-Family Addition	\$1,200	per permit	\$0.59	per square foot (sf)
02/2019	Multi-Family Alteration	\$100	per permit	\$0.59	per square foot (sf)
02/2019	Multi-Family New	\$4,100	per permit	\$0.59	per square foot (sf)

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
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PLANNING AND INSPECTIONS (continued):

Council Adopted Date	Description	Planning Fee		Inspection Fee	
		Fee/ Charge	Unit	Fee/ Charge	Unit
	Pools and Spas				
02/2019	Pool/Spa - Commercial	\$380	per permit	\$170	per permit
02/2019	Pool/Spa - Residential	\$65	per permit	\$110	per permit
	Residential Building Permits				
02/20 24 19	Residential Addition	\$175	per permit	\$0.30 47	per square foot (sf)
02/20 24 19	Residential Alteration	\$175	per permit	\$0.30 47	per square foot (sf)
02/20 24 19	Residential New	\$330	per permit	\$0.30 47	per square foot (sf)
03/2004	Residential New - Homeowners Recovery Fee	\$10	per permit		
	Single Trade Permits - Commercial/Multi-Family				
02/2019	Commercial/Multi-Family Electrical	\$40	per permit	\$60	per permit
02/2019	Commercial/Multi-Family Mechanical	\$40	per permit	\$60	per permit
02/2019	Commercial/Multi-Family Plumbing	\$40	per permit	\$60	per permit
02/2022	Commercial/Multi-Family Building	\$40	per permit	\$110	per permit
	Single Trade Permits - Residential				
02/2022	Residential Electrical	\$40	per permit	\$60	per permit
02/2022	Residential Mechanical	\$40	per permit	\$60	per permit
02/2022	Residential Plumbing	\$40	per permit	\$60	per permit
02/2022	Residential Building	\$40	per permit	\$60	per permit
	Manufactured/Modular Units				
02/2019	Manufactured/Modular Units - Commercial	\$100	per permit	\$150	per unit
02/2019	Manufactured/Modular Units - Residential	\$100	per permit	\$100	per unit
	Accessory Structures				
02/2019	Accessory Structures - Commercial	\$200	per permit	\$0.59/sf	per square foot (sf)
02/20 24 19	Accessory Structures - Residential	\$175	per permit	\$0.30 47/sf	per square foot (sf)
03/2004	Accessory Structures - No Dimension > 12 ft.	\$50	per permit		
	Other Permits				
02/2019	ABC Permit	\$50	per permit	\$100	per permit
02/2019	Beekeeping	\$25	per permit		
02/2019	Decks and Patios	\$100	per permit	\$50	per permit
02/2019	Docks & Bulkheads	\$100	per permit	\$50	per permit
02/2019	Driveway	\$25	per permit	\$75	per permit
02/2019	Fence, Wall, or Column	\$125	per permit	\$50	per permit
02/2019	Floodplain Development	\$200	per permit		
02/2019	Home Health & Day Care	\$50	per permit	\$100	per permit
03/2004	Home Occupation	\$50	per permit		
02/2019	Mobile Food Vendor	\$25	per permit		

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

PLANNING AND INSPECTIONS (continued):

Council Adopted Date	Description	Planning Fee		Inspection Fee	
		Fee/ Charge	Unit	Fee/ Charge	Unit
	Other Permits (continued)				
02/2019	Propane Tank	\$50	per permit	\$50	per permit
02/2020	Right of Way Use - Residential	No Charge	per permit		
02/2020	Right of Way Use - Commercial	\$50	per permit		
02/2019	Seasonal Pool	\$25	per permit		
02/2019	Sign - Permanent	\$225	per permit	\$50	per permit
02/2019	Solar Permit	\$45	per permit	\$55	per permit
02/2019	Temporary Use	\$250	per permit		
02/2019	Tent (Inspection fee waived for horse show tents)	\$65	per permit	\$110	per permit
02/2019	Zoning Use	\$50	per permit		
	Other Fees				
02/2022	Administrative Modification	\$100	per application		
02/2019	Annexation	No Charge	per petition		
02/2019	Compliance or Re-Inspection Fee			\$100	per inspection
02/2019	Encroachment Agreement	\$200	per agreement		
11/2023	Plan Review/Inspections for Encroachment Agreements with "New Underground Utilities Addendum"	\$250	per mile		
02/2019	Modification to Prior Approval	\$200	per application		
02/2023	Nonconforming Use Certificate (short term rentals)	\$50	per certificate		
02/2019	Plan Re-Review Fee (3rd and subsequent reviews)	\$500	per review		
02/2019	Pre-Application Meeting	No Charge	per meeting		
02/2019	Time Extension	\$50	per application		
02/2019	Zoning Certification Letter	\$50	per letter		
	Penalties/Violations				
03/2004	Lift a STOP WORK ORDER			\$100	per STOP WORK ORDER
03/2004	Work performed without a permit	Double fee	per permit		
All permitting and inspection fees for residential repairs made under the Habitat for Humanity Repair Program are waived.					

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
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POLICE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
12/2004	Parking Ticket:		
12/2004	Overtime Violation	\$5.00	per ticket
	Other Parking Violations	\$10.00	per ticket
12/2009	Precious Metals Dealer Permit	\$180.00	per application
12/2009	Precious Metals Registered Employee	\$10.00	initial application per employee
		\$3.00	annual renewal per employee
12/2009	Precious Metals Special Occasion Permit	\$180.00	per application

PUBLIC SERVICES – SOLID WASTE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
Each single-family residence will be issued one refuse cart and may request one recycling cart and one yard debris cart free of charge. Each single-family residence may also purchase a maximum of one additional refuse, recycling, and/or yard debris cart for residential use which will be collected at no additional charge.			
02/2023	Refuse Cart	\$70.00	per additional cart
02/2023	Recycle Cart	\$70.00	per additional cart
02/2023	Yard Debris Cart	\$70.00	per additional cart

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

RECREATION – FAIR BARN:

Council Adopted Date	Description	Fee/Charge	Unit
Facility Rental			
Fair Barn can be rented under the following two options: the applicable base fee plus a package rate for all amenities or, for renters who use only tables and chairs, the applicable base fee plus a per table/chair fee. If any amenity is requested, other than tables and chairs, the package rate applies. Non-profits will only be charged the applicable base fee and may use all Fair Barn amenities following applicable base fee schedule. The applicable base fee, including the base fee for non-profits, includes all Fair Barn amenities. Fees will be waived for Village departments, non-profits under contract to provide direct services on behalf of the Village, non-profits who spend a majority (greater than 50%) of their financial expenditures for enhancement to Village-owned facilities, and other governmental agencies that have reciprocal facility use agreements with the Village. Non-profits and other governmental agencies that fit these categories are restricted to no more than three days of free use per calendar year. Additional uses are at the established non-profit rate.			
02/20 22 <u>24</u> 3	Base Fee Full Day (14 hours or less) *: Resident Non-Resident Non-Profit** Commercial	\$2,130.00 <u>\$3,750.00</u> \$2,580.00 <u>\$4,750.00</u> \$1,500.00 \$2,880.00 <u>\$5,000.00</u>	per day
02/20 22 <u>24</u> 3	Base Fee Weekday (8 hours or less) *: Resident Non-Resident Non-Profit** Commercial (14 hours or less) *: Commercial	\$1,380.00 <u>\$3,000.00</u> \$1,680.00 <u>\$3,750.00</u> \$1,000.00 \$1,860.00 <u>\$4,000.00</u> \$2,310.00	per day
02/2021	Additional Hour Above 8 Hour/14 Hour Maximum	\$150.00	per hour
02/20 22 <u>24</u> 3	Corporate Meeting	\$942.00 <u>\$1,000.00</u> \$582.00 <u>\$600.00</u>	greater than 4 hours less than 4 hours
*Weekend rental is for Friday – Sunday for a 14 hour rental period. Weekday rental is for Monday-Thursday only within the specified time frame. Additional hours will be billed at \$150/hour. **See Non-Profit definition on Page 13.			
Special Use			
12/2003	Base Fee	Determined with the approval of the Parks and Recreation Director	
Other Fees			

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
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02/2020	Package Rate (Includes all amenities): — Resident — Non-Resident/Commercial	 \$1,500.00 \$2,000.00	per-event plus-applicable base fee
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**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE ~~JULY 1, 2024~~NOVEMBER 15, 2023**

RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Other Fees			
02/2019	Cancellation (90 days or less)	80% of deposit retained	per deposit
02/2019	Cancellation (91 days or more)	60% of deposit retained	per deposit
02/2023	Postponement Fee (one postponement at no charge)	\$250.00	per postponement
02/2020	Chairs (includes set-up)	\$6.00	per chair
02/2019	Deposit (Security/Damage): Non-Profit* (full day or weekday) Full Day (excluding non-profits) Weekday (excluding non-profits)	\$750.00 \$1,250.00 \$1,000.00	per event
09/2013	Corporate Meeting Deposit	\$250.00	per event
02/202234	Holiday Premium **	\$450.00 \$500.00	per day
02/2019	Prohibited Items (deducted from deposit)	\$500.00	per event
12/2007	Tables (includes set-up)	\$9.00	per table
* See Non-Profit definition below. ** Holiday Premium applies to the following holidays: New Year’s Eve, New Year’s Day, Martin Luther King Day, Good Friday, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.			
Fair Barn Fees and Charges Definition			
12/2003	Categories of Renters:		
12/2003	<u>Resident:</u> Non-commercial, private individual that resides or owns property within the corporate limits of the Village of Pinehurst.		
12/2003	<u>Non-Resident:</u> Non-commercial, private individual that does not own property within the corporate limits of the Village of Pinehurst.		
12/2003	<u>Non-Profit:</u> Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7 with a physical location or offices located within Moore County, NC.		
12/2003	<u>Commercial:</u> Any individual, sole proprietorship, corporation, business, or other entity that does not qualify under any other renter category.		
07/2017	<u>Corporate Meeting:</u> Any Commercial or Non-Profit renter using the facility Monday through Thursday between the hours of 8:00 AM and 5:00 PM. Rates are inclusive of all amenities such as tables and chairs charged under Other Fees in this Schedule.		
The Village of Pinehurst reserves the right to define the renter category based on the usage.			

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
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RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Other Definitions			
12/2003	<u>Deposit:</u> Amount due in advance to secure reservation of date, adequate clean up following the event and to recover any and all damage costs to the facility. Cancellation of an event results in forfeiture of the deposit per the Fee Schedule.		
07/2017	<u>Base Fee:</u> Minimum charge paid by all renters of the Fair Barn. Base fee must be paid in full at least ten business days prior to rental. The Weekday rate applies to any single event that occupies the facility for one day but does not apply to any event held on consecutive days or on Holidays. The Weekday rate applies to any one (1) day rental held on Monday through Thursday, which lasts no more than 8 hours, and rental must be completed and properly cleaned by 8:00 p.m. This time period must include all preparations for caterers, florists, exhibit setup, decorating, etc. and clean up after the event. Weekday rentals that go beyond the specified closing time of 8:00 p.m. will be billed an additional amount equal to the applicable Full Day rate.		
07/2017	<u>Other Fees:</u> Charges for additional services or equipment provided by the Fair Barn. All other fees associated with a rental must be paid in full at least ten business days prior to rental.		
12/2003	<u>Sponsored/Co-Sponsored:</u> Events presented by, or coordinated with, the Village of Pinehurst per the "Village Sponsorship of Events" policy.		
12/2003	<u>Special Use:</u> An event or activity, not sponsored or co-sponsored by the Village of Pinehurst, that, due to its size, scope, timing or other unusual characteristic or requirement, that qualifies as being beyond what is considered a normal and customary use of the facility. Criteria to determine if an event qualifies as a special use may include factors such as number of participants/spectators, economic factors such as estimated revenues and expenses, nature and type of event and extent of work required by the Village Staff that is above and beyond what is normal and customary. Examples of events that may qualify as special use are functions associated with other major events, athletic events, special events held on Track grounds generating a minimum of \$7,500 in revenue, special attractions and/or demonstrations.		

**VILLAGE OF PINEHURST
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RECREATION – HARNESS TRACK:

Council Adopted Date	Description	Fee/Charge	Unit
Ground Use			
02/2020	One Infield - without Show Rings	\$155.00	per day
02/2020	One Infield – with Show Rings	\$260.00	per day
02/2020	Two Infields – without Show Rings	\$310.00	per day
02/2020	Two Infields – with Show Rings	\$360.00	per day
07/2017	Special Event Use – One Infield	\$600.00	per day
	Special Event Use – Two Infields	\$1,200.00	per day
Deposits			
01/2004	Grounds Use Clean Up	\$150.00	per rental
01/2004	Show Office Use Clean Up	\$50.00	per rental
01/2007	Stall Reservation	\$100.00	per stall
Standardbred Training (Stall Rental)			
02/2022	Full Season	\$1,075.00	per stall
02/2022	Monthly	\$250.00	per stall
02/2022	Partial Month – Prorated	\$9.00	per stall/per day
Standardbred Training (Other Fees)			
02/2020	Grooms Quarters - Improved	\$212.00	per month
02/2020	Grooms Quarters - Unimproved	\$74.00	per month
07/2015	Grooms Quarters - Prorated	\$7.00	per day
01/2013	Grooms Quarters Cleaning Fee	\$50.00	per room
02/2020	Additional Occupant	\$62.00	per month
02/2009	Manure Pile Removal	\$25.00	per pile
Recreational Vehicle Space License			
10/2023	Full Season	\$2,500.00	per space
10/2023	Monthly	\$400.00	per space

**VILLAGE OF PINEHURST
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EFFECTIVE JULY 1, 2024 ~~NOVEMBER 15, 2023~~**

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Horse Shows			
01/2001	Manure Pile Removal	\$25.00	per pile
12/2009 01/2011	Impact Fee: Temporary Stalls Horse not using a stall	\$10.00 \$10.00	per stall, per show per day, per horse
02/2020	Paddock Fee	\$26.00	per paddock per show
01/2015	Stall Clean Out	\$10.00	per stall
02/2020	Vendor/Exhibitor Fee	\$26.00	per vendor/exhibitor
Stall Rental			
Rates are per stall, per weekend, max of 3 nights			
02/2020	Stall Rental (less than 100)	\$41.00	
02/2020	Stall Rental (more than 100)	\$36.00	
02/2020	Tack Stall Rental	\$36.00	
01/2013	Additional Stall Nights over 3 Nights	\$15.00	per stall, per night
Other Fees			
01/1997	Admission/Parking Charge (does not apply to non-profit rentals)	10% of gate, if admission/parking is charged	
07/2015	Oversize Vehicle Parking (RV)	\$35.00	per night (maximum stay of 7 days)

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
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RECREATION – HARNESS TRACK (continued):

Council Adopted Date	
Harness Track Fees and Charges Definitions	
01/2012	<u>Ground Use Fee:</u> To be charged to all individuals or groups who wish to reserve and use the Harness Track grounds. The Village of Pinehurst does not charge Ground Use Fees for general use by the public such as walking, golfing, etc.; Standardbred training; and Resort stable usage. Sponsored/co-sponsored activities by the Village with outside entities will negotiate a usage fee per the discretion of the Parks and Recreation Director. Set up and cleanup is part of the rental time period and is the sole responsibility of the renting individual or group. Priority for rentals will be given to individuals or groups requesting use of the Show Rings.
01/1997	<u>Clean Up Deposit:</u> The Village requires all renters of the Harness Track grounds or any office to be used as the Show Office to supply a deposit. The Village of Pinehurst based on whether the facility is left clean by the user may retain all, a portion of, or none of the deposit.
01/2011	<u>Standardbred Fee:</u> Standardbred fees are charged according to the Fee Schedule. Improved Grooms Quarters refer to rooms with direct access to a combination of water/sewer and heat system. Un-Improved Grooms Quarters refer to rooms without access to water/sewer and heating. The Standardbred season is defined as the period from October 15 – May 1. Priority for stall reservations will be given to Full Season stall rentals. Monthly Stall rentals will be available on a first come, first served basis after all Full Season stalls have been assigned. Payments received in full, in advance or upon arrival for all Full Season stalls, will receive a 5% discount.
10/2023	<u>Recreational Vehicle Space License:</u> Fee to be charged to those requesting to license a recreational vehicle space at the Pinehurst Harness Track facility. The full season for recreational vehicle space license is designated for seven months from October 1 – April 30.
01/2014	<u>Horse Shows:</u> Horse Shows are charged the Ground Use Fee plus all other applicable charges listed in the Fee Schedule. Overtime hours for staff will be billed at the established rate as per the Village's Service Fee Policy. Fees related to inspections of tents will be waived for all horse shows held on the grounds.
01/1997	<u>Other:</u> Tack Shop, Track Restaurant, and Barn 19 each have their own lease agreements, which are renewed annually with an adjustment according to the Consumer Price Index (CPI).
07/2017	<u>Special Event Use:</u> To be charged to all individuals or groups who wish to reserve and use the Harness Track grounds for any event or activity not sponsored/co-sponsored by the Village. Examples could include concerts, car shows, large gatherings that will have a significant impact on the facility. Set up and cleanup is part of the rental time period and is the sole responsibility of the renting individual or group.

**VILLAGE OF PINEHURST
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RECREATION – PARKS and RECREATION:

Council Adopted Date	Description	Fee/Charge	Unit
Memberships/Classes/Programs The fee for all Parks and Recreation programs, events, leagues and athletic events is the same regardless of the age of the participant unless specified otherwise in the Fee Schedule. No Pinehurst resident youth will be denied participation based on their ability to pay. The registration fee may be prorated by the Parks and Recreation Director for participants who wish to attend after a class has started. Memberships will not be prorated.			
02/2020	Non-Resident Family Membership	Membership cost is \$60. The membership is valid for one year from purchase date. It entitles every member of the family (Parents/Children) to register at the Resident rate for all Athletic Events, Athletic Leagues, Classes and Programs.	
09/2019	Open Gym Membership – Individual Resident Non-Resident	\$15.00 \$30.00	per 6 months per 6 months
09/2019	Open Gym Membership – Family (2 or more members) Resident Non-Resident	\$30.00 \$60.00	per 6 months per 6 months
07/2017	Resident – Classes/Programs (Fee through August 31, 2024)	\$10.00 plus direct costs	per participant
<u>02/2024</u>	<u>Resident – Classes/Programs</u> <u>(Fee beginning</u> <u>September 1, 2024)</u>	<u>\$15.00 plus direct costs</u>	<u>per participant</u>
12/2008	Non-Resident – Classes/Programs	Two times resident fee	per participant
01/2016	Outside Group Programs	Outside groups using Village facilities to conduct programs or classes approved by the Village Parks & Recreation Department will remit 10% of all fees collected. There will be no charge for the use of the facilities.	
09/2019	Late Pickup Fee Resident/Non-Resident	\$1.00	per minute

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RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Athletic Leagues			
02/2022	Player Fee: Resident	\$30.00	per player
02/2022	Non-Resident	\$60.00	per player
Youth Day Camps The weekly rates for Youth Day Camps will be calculated and published online. The deposit will be applied to the weekly rate and the balance of each week reserved is due one week prior to the start of each session. The registration fee may be prorated by the Parks and Recreation Director for participants who wish to attend after a class has started.			
06/2013	Resident (<u>Fee through August 31, 2024</u>)	\$10.00 plus direct costs	per participant
<u>02/2024</u>	<u>Resident</u> (<u>Fee beginning September 130, 2024</u>)	<u>\$15.00 plus direct costs</u>	<u>per participant</u>
12/2008	Non-Resident	One and a half times the resident fee	per participant
12/2007	Deposit	\$25.00	per week reserved
General Fees The following fees may apply to all Parks and Recreation Facility Rental unless stated otherwise in the Fees and Charges Schedule.			
06/2013	Admission Charged (does not apply to non-profit rentals)	10%	gross sales
06/2013	Chairs-(only available on site)	\$1.50 set up by renter \$3.00 set up by Village staff	per chair
06/2013	Tables-on site	\$4.50 set up by renter \$9.00 set up by Village staff	per table
01/2016	Tables-off site (limited quantities)	\$4.50 Resident \$9.00 Non-Resident	per table
06/2013	Vendor/Exhibitor	\$25.00	per vendor/exhibitor
07/2018	Food Vendor	\$75.00	per vendor
07/2018	Alcohol Vendor	\$400.00	per vendor

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024 ~~NOVEMBER 15, 2023~~**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
General Fees (continued)			
06/2013	Sound System	\$50.00	per event
12/2008	Overnight Parking (Resident and Non-Resident) <u>Fee applies to special events approved by the Village Manager</u>	\$2.00	per vehicle car per night
02/2021	Drop In Fee	\$7.00	per day per activity
02/2021	Event Admission	\$2.00 \$5.00	per person ages 12 & under per person ages 13 & over
Rental Fees for Use of Village Parks			
02/2022	Facility Rental Supervisor	\$45.00 \$15.00	first two hours each additional hour
02/2022	Athletic Facilities: Resident/Non-Profit	\$20.00 \$40.00	per hour without lights per hour with lights
02/2022	Non-Resident	\$40.00 \$80.00	per hour without lights per hour with lights
12/2008	Bleachers (Resident and Non-Resident)	\$25.00	per bleacher per day
07/2017	Park Picnic Shelters: Resident/Non-Profit	\$30.00 \$15.00	first three hours each additional hour
07/2017	Non-Resident	\$60.00 \$15.00	first three hours each additional hour
Special Event Permits			
01/2015	Application Fee	\$50.00	per event
01/2015	Late Application Fee	\$25.00	per event
01/2015	Bleachers	\$50.00	per unit
01/2015	Greenway Trail Use	\$50.00	per event
01/2015	Post Event Clean Up	\$100.00	per event
01/2015	Street Closure	\$50.00	per barricade point
01/2015	On-site Staffing (three hour minimum)	Duration and number of staff needed will be determined by Parks and Recreation Director based on size and scope of event. Hourly rates will vary for staff scheduled to work an event.	

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Arboretum and Tufts Park Rental fees and deposit requirements apply to individual, groups and non-profit organizations based on the location of principal operating office/residence. The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the grounds. Cancellation of an event results in forfeiture of all or a part of the deposit (90 days or less 100% of the deposit will be retained, 91 days or more 50% of the deposit will be retained). Deposits are refundable if grounds are properly cleaned by the user following the event and no damage to the grounds has occurred. Fees will be waived for Village departments, non-profits under contract to provide direct services on behalf of the Village, non-profits who spend a majority (greater than 50%) of their financial expenditures for enhancement to Village-owned facilities, and other governmental agencies that have reciprocal facility use agreements with the Village. Non-profits and other governmental agencies that fit these categories are restricted to no more than three days of free use per calendar year. Additional uses are at the established non-profit rate.			
Arboretum Lawn The Arboretum lawn is divided into three separate areas available for rent. The Pergola Garden is adjacent to the Assembly Hall, Joyce's Meadow is the large field below the Pergola Garden and the Magnolia Lawn is between the Entrance Structure and Overlook near the intersection of McCaskill and Magnolia Roads.			
If more than one amenity is requested to be used, the package rate will apply per day.			
Timmel Pavilion Only (includes tables and chairs)			
01/2015	Pavilion rental (5 hour maximum): Resident/Non-Profit Non-Resident Resident and Non-Resident	\$180.00 \$240.00 \$40.00	first three hours first three hours each additional hour
07/2018	Pavilion rental (5 hour maximum) Discounted rate if booked within 72 hours of use: Resident/Non-Profit Non-Resident Resident and Non-Resident	\$60.00 \$120.00 \$30.00	first three hours first three hours each additional hour
07/2017	Pavilion rental (full day): Resident/Non-Profit Non-Resident	\$750.00 \$1,000.00	per day per day
Grounds Only (includes tables and chairs)			
07/2017	Pergola Garden: Resident/Non-Profit Non-Resident	\$500.00 \$650.00	per day

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Arboretum and Tufts Park (continued)			
Grounds Only (includes tables and chairs) (continued)			
07/2017	Magnolia Lawn: Resident/Non-Profit Non-Resident	\$500.00 \$650.00	per day
01/2015	Joyce's Meadow: Resident/Non-Profit Non-Resident	\$600.00 \$775.00	per day
01/2015	All Grounds: Resident/Non-Profit Non-Resident	\$775.00 \$1,000.00	per day
Grounds & Pavilion Rental (includes tables and chairs)			
07/2017	Pergola Garden & Timmel Pavilion: Resident/Non-Profit Non-Resident	\$1,100.00 \$1,400.00	per day
07/2017	Magnolia Lawn & Timmel Pavilion: Resident/Non-Profit Non-Resident	\$1,100.00 \$1,400.00	per day
07/2017	Joyce's Meadow & Timmel Pavilion: Resident/Non-Profit Non-Resident	\$1,100.00 \$1,400.00	per day
07/2017	All Grounds & Timmel Pavilion: Resident/Non-Profit Non-Resident	\$1,500.00 \$1,800.00	per day
Staff			
02/2022	Set up/Breakdown crew for tables and chairs	\$400.00	per event
Deposit			
01/2015	Timmel Pavilion Only Deposit	\$100.00	per event
07/2018	Multiple Amenities/Venues Deposit	\$200.00	per event

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Tufts Memorial Park			
06/2013	Deposit	\$100.00	per event
06/2013	Resident/Non-Profit	\$250.00	per day
01/2015	Non-Resident	\$325.00	per day
Special Events			
At the discretion of the Parks and Recreation Director, a fee may be established for special events based on direct costs.			
01/1997	Resident and Non-Resident	No charge	per participant
Workshops			
01/1997	Resident	\$5.00	per participant
12/2008	Non-Resident	Two times the resident fee	per participant
Trips			
01/1997	Using Non-Village Owned Vehicle: Resident	\$5.00 plus direct costs	per participant
01/1997	Non Resident	\$10.00 plus direct costs	per participant
01/1997	Using Village Owned Vehicle: Resident	\$5.00 plus direct costs and IRS mileage rate	per participant
01/1997	Non-Resident	\$10.00 plus direct costs and IRS mileage rate	per participant

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

RECREATION – PARKS AND RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Community Center Rental fees and deposit requirements apply to individuals, groups and non-profit organizations based on the location of principal operating office/residence. The deposit is due in advance to secure reservation of the date, to ensure adequate clean up following the event and to recover any and all damage costs to the facility. Cancellation of an event results in forfeiture of all or a part of the deposit (14 days or less 100% of the deposit will be retained, 15 days or more 100% of the deposit will be refunded). Deposits are refundable if facility is properly cleaned by the user following the event and no damage to the facility has occurred. If more than one amenity is requested to be used, the package rate will apply per day. All kitchen rentals require additional kitchen cleaning fee as noted below. Weekend rental is for Friday – Sunday. Weekday rental is for Monday – Thursday.			
Community Center Facility Rentals:			
09/2019	Multi-Purpose Room: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non- Resident - Weekend Additional Hourly Rate	 \$80.00 \$100.00 \$160.00 \$200.00 \$40.00	 first two hours first two hours first two hours first two hours each additional hour
09/2019	Multi-Purpose Room/Kitchen: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non- Resident - Weekend Additional Hourly Rate	 \$110.00 \$140.00 \$220.00 \$280.00 \$55.00	 first two hours first two hours first two hours first two hours each additional hour
09/2019	Gymnasium: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend Additional Hourly Rate	 \$170.00 \$215.00 \$340.00 \$430.00 \$85.00	 first two hours first two hours first two hours first two hours each additional hour
09/2019	Gymnasium/Multi-Purpose Room: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend Additional Hourly Rate	 \$225.00 \$280.00 \$450.00 \$560.00 \$115.00	 first two hours first two hours first two hours first two hours each additional hour

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Community Center Facility Rentals (continued)			
09/2019	Gymnasium/Multi-Purpose Room/ Kitchen: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend Additional Hourly Rate	\$260.00 \$325.00 \$520.00 \$650.00 \$130.00	first two hours first two hours first two hours first two hours each additional hour
Tournaments:			
09/2019	Gymnasium: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend	\$680.00 \$850.00 \$1,360.00 \$1,700.00	per day per day per day per day
09/2019	Gymnasium/Multi-Purpose Room: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend	\$900.00 \$1,125.00 \$1,800.00 \$2,250.00	per day per day per day per day
09/2019	Gymnasium/Multi-Purpose Room/Kitchen: Resident/Non-Profit - Weekday Resident/Non-Profit - Weekend Non-Resident - Weekday Non-Resident - Weekend	\$1,040.00 \$1,300.00 \$2,080.00 \$2,600.00	per day per day per day per day
09/2019	Kitchen Cleaning Fee	\$50.00	per kitchen rental
Deposits			
09/2019	Multi-Purpose Room	\$75.00	per event
09/2019	Gymnasium	\$75.00	per event
09/2019	Tournaments	\$225.00	per event

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
Parks and Recreation Fees and Charges Definitions In circumstances where demand is expected to exceed supply for classes and programs, Pinehurst residents will receive priority in registration by the establishment of advance registration dates open to Pinehurst residents only. Participants must live, own property, work, or go to school in Moore County. The parent(s) of youth participants must live, own property, work, or go to school in Moore County.	
01/1997	<u>Athletic Events:</u> Sport related programs that are held infrequently and last less than five consecutive days and/or are not limited to a minimum or a maximum number of participants (provided there are no facility or logistical limitations).
01/1997	<u>Athletic Leagues:</u> Organized sport related programs that encompass a certain number of teams.
01/1997	<u>Classes:</u> Programs that require more than one meeting time to complete.
12/2007	<u>Day Camp Deposit:</u> Amount due at registration to secure slot for each participant, per session. Deposit is non-refundable.
01/1997	<u>Facility Rental:</u> Fee charged for the use of Village owned property.
01/2012	<u>Facility Supervisor:</u> A person employed by the Parks and Recreation department who is responsible for opening a facility for rental, providing necessary equipment, and locking facility at the conclusion of rental.
01/1997	<u>Indigent Youth:</u> Child under the age of 18 and still enrolled in school who, or whose parents or guardian, are receiving governmental financial assistance.
07/2016	<u>Non-Profit:</u> Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7 with a physical location or offices located within Moore County, NC.
01/1997	<u>Non-Resident:</u> A person who does not reside inside the Village limits of Pinehurst nor who, or whose parents or guardian, pays Village of Pinehurst property taxes.
01/1997	<u>Resident:</u> A person who resides inside the Village limits of Pinehurst or whose parents or guardian, pays Village of Pinehurst Property taxes.
01/1997	<u>Special Events:</u> Programs that are held infrequently, last less than five consecutive days and/or are not limited to a minimum or a maximum number of participants (provided there is not facility or logistical limitations).
01/1997	<u>Trips:</u> Organized travel for a specific purpose.
01/1997	<u>Workshops:</u> One-day programs that are limited to a set minimum and maximum.

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
02/2022	Refund Policy
Purpose To adopt a fair and equitable refund policy for all fee based classes, programs, and leagues that allows for sufficient cancellation time for programs with participant deficits. Coverage This policy, upon adoption by the Village Council, shall be applicable to all individuals registered in fee based programs conducted by the Parks and Recreation Department until such time as it is altered, modified, or rescinded by the Village Council. Policy If the department cancels a program, class, activity, or facility reservation, a FULL refund will be issued in the form of a check within two (2) weeks. Once a person or team has registered for a program, class, activity, or league, or has reserved a facility or equipment, NO REFUNDS will be issued to that person or team UNLESS the department receives a request in writing five (5) working days prior to the first scheduled day of the program, class, activity, league action, or reservation. When an individual registrant has cancelled under certain circumstances that qualify the individual for a refund, the refund will be equal to the amount paid by the registrant, less a \$10.00 administrative fee and any non-refundable deposits that may be applicable. A refund may be applied in the form of a credit to the registrant's account in lieu of a refund check. If a registrant cancels participation in a trip, a full refund, less a \$10.00 administrative fee and any non-refundable deposits, will be issued if the trip is fully subscribed and the registrant's slot is filled. Otherwise, there will be no refund. Inclement Weather Policy – Shelters and Athletic Fields Rentals may be transferred to another available day or a refund may be given if the following occurs: • If lights are used, notice shall be given before lights are scheduled to come on. • If inclement weather occurs during the rental, notice shall be given as soon as a decision to cancel has been made and a partial refund/credit may be given. • When lights are not reserved, notice shall be given within twenty four (24) hours of rental. The Parks and Recreation Director will determine refunds in any special circumstance not addressed by this policy.	

**VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2024~~NOVEMBER 15, 2023~~**

VILLAGE- WIDE:

Council Adopted Date	
07/2013	
Upon approval, the fees and charges outlined in this schedule will be applied to all activities and events scheduled to occur after the effective date of the schedule. For example, a Fair Barn event booked after the approval date that will occur after the effective date will be billed at the newly established rates. The Village Manager or designee may charge a fee not included in the fee schedule but are deemed appropriate for unique situations. Fees for Co-Sponsored events will be determined by the Village Manager or designee. The Village Manager or designee may waive any fee that is deemed in the best interest of the community.	

RESOLUTION #24-10:

RESOLUTION TO ENTER INTO THE LEAD PLANNING AGENCY AGREEMENT WITH THE SANDHILLS METROPOLITAN PLANNING ORGANIZATION.

THAT WHEREAS, on December 29, 2022 the US Census Bureau released 2020 population estimates for Urban Areas; and

WHEREAS, the Pinehurst-Southern Pines Urban Area was determined to have a population of 50,319 which met requirements for a metropolitan planning organization (MPO) in accordance with applicable provision of Title 23, United States Code (USC) Section 134 and 135 and 49 USC Section 5303; and Code of Federal Regulations (CFR) Part 450; and

WHEREAS, the Village adopted Resolution 23-45 on October 10, 2023 to enter into the Sandhills Metropolitan Planning Organization (SMPO) Memorandum of Understanding between the Town of Aberdeen, Village of Foxfire, County of Moore, Town of Pinebluff, Village of Pinehurst, Town of Southern Pines, Town of Taylortown, Village of Whispering Pines, and the North Carolina Department of Transportation; and

WHEREAS, the Secretary of the North Carolina Department of Transportation (NCDOT) designated the SMPO as the metropolitan planning agency for the Pinehurst-Southern Pines Urban Area on December 22, 2023; and

WHEREAS, in North Carolina, MPOs operate under the lead planning agency (LPA) concept where the LPA provides administrative and technical support to the MPO; and

WHEREAS, the Village of Pinehurst will be the LPA for the SMPO responsible for the budgeting, accounting, and financial processing and reporting of the SMPO; and

WHEREAS, the Governing Board of the SMPO and the Village of Pinehurst desire to formally set forth and clarify their respective primary authorities, responsibilities, and operations in a Lead Planning Agency Agreement (LPA Agreement);

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 13th day of February, 2024:

SECTION 1. The LPA Agreement is approved and the Mayor and Village Clerk are hereby directed to enter into and execute the LPA Agreement.

SECTION 2. The officers of the Village are hereby directed to carry out the roles and responsibilities of the LPA as dictated in the LPA Agreement.

THIS RESOLUTION passed and adopted this 13th day of February, 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

DRAFT

RESOLUTION #24-09:

RESOLUTION TO ENTER INTO THE FINANCIAL AGREEMENT FOR THE SANDHILLS METROPOLITAN PLANNING ORGANIZATION.

THAT WHEREAS, on December 29, 2022 the US Census Bureau released 2020 population estimates for Urban Areas; and

WHEREAS, the Pinehurst-Southern Pines Urban Area was determined to have a population of 50,319 which met requirements for a metropolitan planning organization (MPO) in accordance with applicable provision of Title 23, United States Code (USC) Section 134 and 135 and 49 USC Section 5303; and Code of Federal Regulations (CFR) Part 450; and

WHEREAS, the Village adopted Resolution 23-45 on October 10, 2023 to enter into the Sandhills Metropolitan Planning Organization (SMPO) Memorandum of Understanding between the Town of Aberdeen, Village of Foxfire, County of Moore, Town of Pinebluff, Village of Pinehurst, Town of Southern Pines, Town of Taylortown, Village of Whispering Pines, and the North Carolina Department of Transportation; and

WHEREAS, the Secretary of the North Carolina Department of Transportation (NCDOT) designated the SMPO as the metropolitan planning agency for the Pinehurst-Southern Pines Urban Area on December 22, 2023; and

WHEREAS, in North Carolina, MPOs operate under the lead planning agency (LPA) concept where the LPA provides administrative and technical support to the MPO; and

WHEREAS, the Village of Pinehurst will be the LPA for the SMPO responsible for the budgeting, accounting, and financial processing and reporting of the SMPO; and

WHEREAS, the NCDOT requires the Village of Pinehurst as the LPA to enter into a Metropolitan Planning Organization (MPO) Agreement for the use of federal funds for planning activities and fee reimbursement (Financial Agreement);

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 13th day of February, 2024:

SECTION 1. The Financial Agreement is approved and the Mayor and Village Clerk and hereby directed to enter into and execute the Financial Agreement.

SECTION 2. The officers of the Village are hereby directed to carry out the roles and responsibilities of the LPA as dictated in the Financial Agreement.

THIS RESOLUTION passed and adopted this 13th day of February, 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

DRAFT

ORDINANCE #24-04:

A GRANT PROJECT ORDINANCE ADOPTING A SPECIAL REVENUE FUND TO ACCOUNT FOR THE REVENUES AND EXPENDITURES OF THE SANDHILLS METROPOLITAN PLANNING ORGANIZATION AND APPROPRIATE FUNDS FOR FISCAL YEAR 2024.

THAT WHEREAS, on December 29, 2022 the US Census Bureau released 2020 population estimates for Urban Areas; and

WHEREAS, the Pinehurst-Southern Pines Urban Area was determined to have a population of 50,319 which met requirements for a metropolitan planning organization (MPO) in accordance with applicable provision of Title 23, United States Code (USC) Section 134 and 135 and 49 USC Section 5303; and Code of Federal Regulations (CFR) Part 450; and

WHEREAS, the Village adopted Resolution 23-45 on October 10, 2023 to enter into the Sandhills Metropolitan Planning Organization (SMPO) Memorandum of Understanding between the Town of Aberdeen, Village of Foxfire, County of Moore, Town of Pinebluff, Village of Pinehurst, Town of Southern Pines, Town of Taylortown, Village of Whispering Pines, and the North Carolina Department of Transportation; and

WHEREAS, the Secretary of the North Carolina Department of Transportation (NCDOT) designated the SMPO as the metropolitan planning agency for the Pinehurst-Southern Pines Urban Area on December 22, 2023; and

WHEREAS, in North Carolina, MPOs operate under the lead planning agency (LPA) concept where the LPA provides administrative and technical support to the MPO; and

WHEREAS, the Village of Pinehurst will be the LPA for the SMPO responsible for the budgeting, accounting, and financial processing and reporting of the SMPO in accordance with the Financial Agreement with the NCDOT adopted by Village Council in Resolution 24-09 and the LPA Agreement with the SMPO adopted by Village Council in Resolution 24-10; and

WHEREAS, a special revenue fund is needed to ensure proper accountability of SMPO revenues and expenditures; and

WHEREAS, budget appropriations are needed for the SMPO to incur expenditures in fiscal year 2024.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Governing Body of the Village of Pinehurst, North Carolina, that pursuant to Sections 13.2 and 26(b) of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

SECTION 1. The project authorized is the transportation planning work of the SMPO which is funded by federal and State grant funds and member dues.

SECTION 2. The following amounts are appropriated in the SMPO Special Revenue Fund for the remainder of fiscal year 2024:

<u>Expenditures</u>	<u>Amount</u>
Sandhills Metropolitan Planning Organization	\$ 100,000

SECTION 3. The following revenues are anticipated to be available in the SMPO Special Revenue Fund for the remainder of fiscal year 2024:

<u>Revenues</u>	<u>Amount</u>
SMPO State Grants	\$ 80,000
SMPO Member Dues	20,000

SECTION 4. The Financial Services Director is hereby directed to maintain within the SMPO Special Revenue Fund sufficient specific detailed accounting records to provide the accounting information to the grantor agency as required by the grant agreement(s), federal and State regulations, the financial agreement, and the LPA agreement.

SECTION 5. Funds may be advanced from the General Fund to the SMPO Special Revenue Fund as deemed appropriate by the Financial Services Director. Any funds advanced will be repaid from the reimbursement grant proceeds and member dues within a year.

SECTION 6. The Financial Services Director is directed to report, on a quarterly basis, on the financial status of the SMPO Special Revenue Fund as a part of the Village's quarterly financial statements.

SECTION 7. Beginning with the fiscal year 2025 budget, the SMPO Special Revenue Fund budget will be adopted annually by the Village Council with the Village of Pinehurst's annual operating budget. The SMPO Governing Board will approve the annual revenue and expenditure budget for the SMPO for inclusion in the Village of Pinehurst's annual budget ordinance.

SECTION 8. The SMPO Governing Board or SMPO Director may request amendments to the SMPO Special Revenue Fund budget, including any reappropriation of unexpended funds from the prior fiscal year, as applicable and allowed by the grant agreements. The Village Manager is hereby authorized to transfer amounts between line item expenditures within the SMPO department appropriation in the SMPO Special Revenue Fund when requested by the SMPO Governing Board or SMPO Director. Amendments to increase or decrease revenues anticipated to be available in the SMPO Special Revenue Fund must be adopted by Village Council in accordance with G.S. 159-15.

SECTION 9. The SMPO Governing Board or its designee is hereby authorized to execute the necessary agreements to complete the work of the SMPO within the SMPO Special Revenue Fund budget in accordance with the LPA Agreement, grant agreements, and applicable Village policies.

SECTION 10. Copies of this grant project ordinance shall be furnished to the Village Clerk, Village Manager, and Financial Services Director for direction in carrying out this project.

THIS ORDINANCE passed and adopted this 13th day of February, 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

ACCOUNTS PAYABLE
MPO AGREEMENT – use of Federal funds for
Planning Activities and Fee Reimbursement
AGREEMENT ID # 11544

AGREEMENT OVERVIEW

NORTH CAROLINA
MOORE COUNTY

DATE: 1/25/2024

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

CFDA: 20.205

AND

VILLAGE OF PINEHURST

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other parties to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): The purpose of this agreement is to perform the planning work as required by Title 23 United States Code, Section 134, in conformance with any related legislation or approved directives, procedures, agreements, plans, or programs, for the purposes established in them.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: Remains in effect until revised or either Party decides to terminate

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Village of Pinehurst, a Municipal Corporation, hereinafter referred to as the **Municipality**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, Title 23 United States Code, Section 134 – Metropolitan Transportation Planning, paragraph (a) states it is in the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of the people and freight, foster economic growth and development with and between States and urbanized areas, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes and to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations; and,

WHEREAS, the **Municipality** has been designated as the Lead Planning Agency (LPA) for the Sandhills MPO (MPO) to be the administrative entity and to coordinate transportation planning in the MPO area, and to be the recipient of its share of planning funds as determined by the policy approved by the **Department**; and,

WHEREAS, the MPO is responsible for carrying out the provisions of Title 23 United States Code (USC), Section 134 and Chapter 136, Article 3A, Section 136-66.2 of the General Statutes of North Carolina (NCGS) and any subsequent amendments and implementing regulations; and,

WHEREAS, Title 23 USC, Section 104(b)(5)(D) and 104(b)(6) provides for the apportionment of highway funds for metropolitan planning organizations responsible for carrying out section 134 in the State, which may be referred to as Planning (PL) funds; and,

WHEREAS, when applicable, Title 23 United States Code, Section 133(b) provides that a state may obligate funds apportioned to it under Section 104(b)(5) for the Surface Transportation Block Grant (STBG) to be used for the following eligible use: Surface Transportation Planning Programs (23 USC 133(b)(10)); and,

WHEREAS, the **Department** is required to administer the reimbursement of funds on behalf of the Federal Highway Administration to the MPO, as determined by a distribution formula developed by the **Department** in consultation with the MPOs; and,

WHEREAS, the work performed by the MPO will be in accordance with an approved annual unified planning work program (UPWP), hereinafter referred to as the “UPWP”, and in accordance with the provisions set out in this Agreement; and,

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

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.2 and 136-200 – 136-202 for the

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development of coordinated transportation system and the development, government, and administration of MPOs;

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

II. GENERAL PROVISIONS

A. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

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

B. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a Supplemental Agreement.

C. MPO TO PERFORM ALL WORK

The **Municipality** shall be responsible for administering all work performed and for certifying to the **Department** that all terms set forth in this Agreement are met and adhered to by the MPO, the **Municipality** and/or its contractors and agents. The **Department** will provide technical oversight to guide the **Municipality**. The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

D. PERSON IN RESPONSIBLE CHARGE

- i. The **Municipality** shall designate a person or persons among MPO staff to be in responsible charge of the MPO Program. The person, or persons, shall ensure that:
 1. The MPO Program and Planning Work Program (PWP) are delivered;
 2. MPO Program activities, including those dealing with cost and time, are administered;
 3. Financial processes, transactions, and documentation are reviewed;
 4. Direction is provided for program staff, agency, or consultant, to carry out program administration and contract oversight, including proper documentation; and,
 5. The qualifications, assignments and on-the-job performance of the **Municipality** and consultant staff are monitored.

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

E. COMPLIANCE WITH STATE/FEDERAL POLICY

The **Municipality** and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures (stated both in this Agreement and in the Department's guidelines and procedures), including the most recent version of the Local Programs Management Handbook and Transportation Planning Division (TPD) procedures (See Appendix A for references) for administering the MPO planning process. Unless the **Department** provides written notice of a change in the MPO program policies or procedures, the **Municipality** will be responsible for complying with all policies and procedures published at the beginning of the then-current fiscal year.

F. FAILURE TO COMPLY

Failure on the part of the **Municipality** to comply with any of the provisions of this Agreement will be grounds for the **Department** to terminate this Agreement and, if applicable, seek repayment of any ineligible reimbursed funds, provided, however, that the **Department** shall provide the **Municipality** notice of noncompliance with any policy or procedure of the **Department** or federal funding requirements and the **Department** shall not terminate the Agreement if the **Municipality** cures or commences a cure in good faith of such noncompliance within 30 days.

III. SCOPE OF PROGRAM

The **Municipality** and the **Department** shall, in cooperation with other participating agencies, perform the planning work as required by Title 23 United States Code, Section 134, in conformance with any related legislation or approved directives, procedures, agreements, plans, or programs, for the purposes established in them. The work to be accomplished in a specific fiscal year shall be the work that is identified in the annual Unified Planning Work Program (UPWP) prepared by the **Municipality** and approved by the policy board of the MPO, the **Department**, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA).

IV. FUNDING

- i. The **Department** will allocate to the **Municipality** a distribution of funds in accordance with the funding source and distribution method approved by the **Department**. The **Department** will notify the MPO of the allocated funding on an annual basis prior to the submission of a draft UPWP.

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- ii. Funding sources could include Metropolitan Planning (PL), State Planning and Research (SPR), State Funds, Surface Transportation Block Grant – Direct Attributable (STBG-DA), or other funding sources as approved and/or allocated by FHWA. Currently the MPO program, with the exception of the local match, is funded with Metropolitan Planning (PL), PL set-aside for safe and accessible transportation options, (and if designated as a TMA, the MPO would also be allocated STBG-DA funds). If funding sources change the **Municipality** will be notified in writing of the funding change and eligibility requirements. At least a 90-day notice will be provided for a change in funding source that results in a reduction of funding.
- iii. The **Municipality** shall use its share of the Section 104(b)(5)(D) and 104(b)(6) planning funds and required matching funds for carrying out provisions of Title 23, United States Code, Section 134, provisions of NCGS 136-66.2 and 136, Article 16, and related UPWP work elements.
- iv. Subject to compliance by the **Municipality** with the provisions set forth in this Agreement and the availability of federal funds, the **Department** shall participate annually in a maximum of eighty percent (80%) of the total approved eligible costs covered under this Agreement up to the amount allocated for the fiscal year. For PL and STBG-DA funds (as and if applicable to the MPO), the MPO shall provide a minimum twenty percent (20%) match and all costs that exceed the total annual budget amount.
- v. The following 2 paragraphs regarding SPR funds and state match only applies for those instances where the Municipality is allocated such funds in a given fiscal year:
 - 1. Subject to compliance by the Agency with the provisions set forth in this Agreement and the availability of federal funds, if the MPO is allocated State Planning and Research (SPR) funds in a given fiscal year, the **Department** shall participate annually in a maximum of eighty percent (80%) of federal SPR funds for the total approved eligible costs covered under this Agreement up to the federal SPR funds amount allocated for the fiscal year. The **Department** shall further provide State funds for a portion of the local match in accordance with NCGS 136-214, provided that this dedicated funding source is provided and available to the **Department** for this use. These State funds the **Department** provides shall be either seventy-five percent (75%) or fifty percent (50%) of the total local match, depending on the Tier classification of the MPO (at the time the funds were awarded/allocated to the MPO) and fund availability.
 - 2. The Agency shall provide a minimum of locally derived, non-federal matching funds amount of twenty-five percent (25%) or fifty percent (50%) of the total local match in accordance with NCGS 136-214, which may vary each fiscal year. At the time the **Department** awards any such funding, the **Department** shall, on a yearly basis, review the MPO's Tier designations as provided by the Department of Commerce and

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adjust, as necessary, the **Department's** and MPO's percentage of local match and State-funded local match assistance in accordance with the provisions set forth in NCGS 136-214.

- vi. Should additional specific use or special studies funding be awarded, the award letter will provide an updated allocation. Additional specific use or special studies funds must be spent in accordance with the terms of those programs and funding sources.

V. PERIOD OF PERFORMANCE

This Agreement will become effective when fully executed and will remain in effect until revised or until the MPO planning funds are no longer available or until such time as the Agreement is terminated by the **Parties** hereto. The Agreement may be terminated by either party by giving 90 days written notice to the other party (see Termination Provision for more information).

VI. FUNDING AUTHORIZATION

The **Department** will provide approval of the UPWP in accordance with TPD policies and procedures. The **Department** will seek funding authorization from FHWA for the approved annual UPWP prior to the start of the state fiscal year (SFY). The **Department** will notify the **Municipality** in writing once the funds have been federally authorized. Any costs incurred by the **Municipality** prior to federal authorization, submission of an adopted UPWP and the start of the SFY shall not be eligible for federal or state reimbursement. The **Municipality** shall not initiate any work prior to submitting an adopted UPWP and the start of the SFY.

VII. PROCUREMENT OF MATERIALS AND SERVICES

A. GOODS OR MATERIALS

In accordance with Title 2 Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) and the exemptions obtained by the US Department of Transportation, codified at 2 CFR 1201, the **Municipality** shall follow state-approved procedures when procuring goods and materials.

B. PROFESSIONAL SERVICES

- i. When procuring professional services, the **Municipality** must adhere to the following as applicable:
 - 1. TPD's Procurement of Consultant Services by MPO procedure;
 - 2. The **Department's** Small Professional Service Firm (SPSF) Program Guidelines;

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3. The **Department's** *Policies and Procedures for Procurement and Administration of Major Professional or Specialized Services Contracts;*
4. *23 CFR 172 – Procurement, Management, and Administration of Engineering and Design Related Services;*
5. *2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;*

and any other pertinent federal regulation.

- ii. The **Municipality** shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- iii. All Professional Services Firms shall be pre-qualified by the **Department** in the Work Codes advertised.
- iv. A pre-negotiation audit will be conducted by the **Department's** Office of Inspector General. The **Municipality** shall not execute a consultant contract until the **Department's** review has been completed.
- v. If the **Municipality** fails to comply with these requirements, the **Department** will withhold funding until these requirements are met.

**VIII. CONDITIONS OF ACCEPTANCE OF THE PROGRAM BY THE
DEPARTMENT**

The annual UPWP shall be reviewed and approved by the **Department**. Federal funds shall be subject to federal eligibility rules and FHWA review.

IX. PROGRAM / PRODUCT DEVELOPMENT, DESIGN, AND DELIVERY

A. UPWP

- i. The **Municipality** and/or its agent, shall carry out the responsibilities of the MPO as specified in the annual UPWP.
- ii. The **Municipality** shall perform the planning work as required in conformance with any related legislation or approved directives, procedures, agreements, plans, or programs for the purposes established in them. The work to be accomplished in a specific fiscal year shall be that work identified in the approved UPWP.

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1. The **Municipality** shall perform the planning work as required in conformance with any related legislation or approved directives, procedures, agreements, plans, or programs for the purposes established in them. The work to be accomplished in a specific fiscal year shall be that work identified in the UPWP approved by the MPO, the **Department**, FTA and FHWA.
 2. The provisions of all existing directives, procedures, agreements, plans, or programs related to Title 23, United States Code, Section 134, or any subsequent interpretation or revisions of the above by FHWA shall apply in the performance of all work under this Agreement.
 3. All work shall be performed in accordance with the **Department's** procedures and guidelines.
- iii. Said documentation shall be submitted to the **Department** for review and approval, where applicable. The **Municipality** shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required. The **Municipality** shall advertise and conduct any required public hearings.

B. FISCAL CONSTRAINT OF TRANSPORTATION PROGRAMS

- i. The State, the MPO, and providers of public transportation are responsible for financial planning that demonstrates how MTP's and TIP's can be implemented consistent with principles of fiscal constraint. Federal requirements (23 CFR 450.314(a)) direct that specific provisions be agreed upon for cooperatively developing and sharing information for development of financial plans to support the MTP (23 CFR 450.324) and metropolitan TIP (23 CFR 450.326), as well as development of the annual listing of obligated projects (23 CFR 450.334).
1. To support the development of the financial plan for the MTP, the **Department** shall provide the MPO with a listing of the most recent 10-year historical funding for the Counties located within the MPO boundary categorized by funding source. The MPO will review the historical information and extrapolate the funding trends for the MTP's planning horizon while considering other factors that may affect a reasonable funding forecast. The MPO shall add any local or private funding sources reasonably expected to be available during the planning horizon. If the MPO recommends any alternative financing strategies to fund the projects and programs in the MTP, they shall be identified and included in the MTP. In the case of new funding sources, strategies for ensuring their availability shall be identified and documented. If a revenue source is subsequently removed or substantially reduced (i.e., by legislative or administrative actions), the MPO will not act on a full update or amended MTP and/or TIP that does not reflect the changed revenue situation. Updates or amendments to a TIP or the

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STIP are acceptable as long as the changes don't involve the removed or reduced sources of funding.

2. Annual Obligation Report: Within 90 days after the close of a federal fiscal year, NCDOT shall provide the MPO with the information needed to be included in the annual listing of obligated projects. The MPO shall publish the annual listing of obligated projects on their web site and in accordance with any other procedures outlined in their Public Participation Plan to ensure adequate access by the public and other interested stakeholders. To the extent possible, this report will contain the projects (including investments in pedestrian walkways and bicycle transportation facilities) for which federal highway or transit funds were obligated in the preceding program year. It shall include all federally funded projects authorized, including those revised to increase obligations in the preceding program year. At a minimum, it shall include:
 - a. TIP project description and implementing agency information,
 - b. Identify for each project, the amount of Federal funds requested in the TIP/STIP,
 - c. the Federal funding that was obligated during the preceding year,
 - d. and the Federal funding remaining and available for subsequent years.

X. REIMBURSEMENT

A. SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement shall be included in an approved annual UPWP and shall not exceed the total funding allocation provided by the **Department**. The **Municipality's** share of the MPO planning funds will be reimbursed upon submission of an invoice and any documentation required by the **Department's** procedures (see Appendix A) for administering the MPO planning process.

B. REIMBURSEMENT GUIDANCE

The **Municipality** shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Said reimbursement shall also be subject to the **Department** being reimbursed by the Federal Highway Administration and subject to compliance by the **Municipality** and the MPO with all applicable federal policy and procedures.

C. REIMBURSEMENT LIMITS

Work Performed Before Notification

- i. Any costs incurred by the **Municipality** prior to federal authorization, submission of an adopted UPWP and the start of the annual UPWP's SFY shall not be eligible for federal reimbursement.

No Reimbursement in Excess of Approved Funding

- ii. At no time shall the **Department** reimburse the **Municipality** costs that exceed the amount of funding allocated. The **Department** shall not reimburse the **Municipality** for costs that exceed the total amount approved in the UPWP.

Unsubstantiated and Ineligible Costs

- iii. The **Municipality** agrees that they shall bear all costs for which they are unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the **Department**. The **Municipality** is responsible for accounting and tracking time charged for eligible activities covered by this agreement vs non-eligible activities to ensure no improper expenditure, invoicing, and use of funds for non-eligible activities. Non-eligible activities are the sole financial responsibility of the **Municipality**.

Work Performed by the Department

- iv. All work performed by the **Department** in processing the reimbursement of funds to the **Municipality** shall be assessed a fee, which is estimated to be approximately three percent (3%) of the total expenditures but is subject to change on a yearly basis. The **Municipality** shall program these charges within the annual UPWP and is responsible for collecting the non-federal match.
- v. Upon completion of the fiscal year, the **Department** shall bill the **Municipality** the amount equal to twenty percent (20%) of the actual total assessed fee for the fiscal year. The **Municipality** shall reimburse the **Department** within sixty (60) days of invoicing by the **Department**. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23.

D. INVOICING THE DEPARTMENT

Invoicing

- i. The **Municipality** is responsible for submitting invoices and meeting the reporting requirements in accordance with the TPD and the **Department's** guidelines and procedures. The invoice shall include a statement and certification by the Finance Officer of the **Municipality** certifying the expenses.

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Procedure

- ii. The **Municipality**, on behalf of the MPO, shall bill the **Department** for eligible costs in accordance with the **Department's** guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the **Department**. By submittal of each invoice, the **Municipality** certifies that it has adhered to all applicable state and federal laws and regulations. All invoices must be submitted and processed for payment as specified in applicable policies and procedures.

Internal Approvals

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

Invoice Frequency

- iv. The **Municipality** should invoice the **Department** quarterly for work accomplished. If the **Municipality** is unable to invoice the **Department**, then they must provide an explanation and the **Department** may grant an extension. Failure to submit invoices within a six-month time period may result in de-obligation of funds.

XI. REPORTING REQUIREMENTS AND RECORDS RETENTION

A. EVALUATION REPORTS

The **Municipality** is responsible for submitting quarterly and final reports as specified in the TPD's *MPO Administration – Process MPO Invoices* procedure (most recent version), currently located at <https://connect.ncdot.gov/projects/planning/pages/TPManualsMPO-RPO.aspx>.

B. RECORDS

The **Municipality** and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the **Municipality** shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the **Department's** Financial Management Section, the Federal Highway Administration, or any authorized representatives of the State and Federal Government.

XII. OTHER PROVISIONS

A. REFERENCES

- i. It will be the responsibility of the **Municipality** to follow the current and/or most recent published edition of Federal references, websites, specifications, standards, guidelines, recommendations, regulations and/or North Carolina General Statutes stated in this Agreement.
- ii. On the fifth anniversary of the execution of this Agreement, the **Parties** will review the terms of this Agreement to ensure that this Agreement is consistent with federal and state regulations:
 1. Federal Transportation Authorization legislation;
 2. 2 CFR 200;
 3. NCGS 136 Article 16;
 4. Funding source, or amount;
 5. SPR eligibility.

B. TITLE VI - CIVIL RIGHTS ACT OF 1964

[for Contractor, read Municipality]

- i. The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all NCDOT contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.
 1. During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - a. **Compliance with Regulations:** The contractor or subrecipient (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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- b. **Nondiscrimination:** The contractor or subrecipient, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor or subrecipient for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor or subrecipient will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a contractor's or subrecipient's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding payments to the contractor under the contract until the contractor complies; and/or
 - ii. cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor or subrecipient will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is

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threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2. During the performance of this Agreement, the contractor or subrecipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

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entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
3. NCDOT Title VI Nondiscrimination Program. 23 CFR 200.5(p): The North Carolina Department of Transportation (NCDOT) has assured the US DOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:
- a. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. USDOJ Title VI Legal Manual, VI(F);
 - b. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also

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ensure that their contractors and subrecipients comply with Title VI. 23 CFR 200.9(b)(7); and

- c. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. 23 CFR 200.9(b)(15).

C. TITLE VII - EQUAL EMPLOYMENT OPPORTUNITY

[For LPA, read Municipality]

- i. **Selection of Labor** – During the performance of this AGREEMENT, the LPA will not discriminate against labor from any other STATE, possession or territory of the United States.
- ii. **Employment Practices** – During the performance of this AGREEMENT, the LPA agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:
 - 1. The LPA will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age, handicap and/or disability. The LPA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this nondiscrimination clause.
 - 2. The LPA will, in all solicitations or advertisements for employees placed by or on behalf of the LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.
 - 3. The LPA will send to each labor union or representative of workers with which the LPA has a collective bargaining agreement or other contract or understanding, a notice to be provided by the STATE, advising the labor union or workers' representatives of the LPA'S commitments under this AGREEMENT and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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4. The LPA will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).
5. The LPA will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60), and will permit access to his books, records, and accounts by the U.S. Secretary of Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.
6. In the event of the LPA's noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of rules, regulations, or orders referenced hereinabove this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the LPA may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.
7. The LPA will include the provisions of the paragraphs in this section of this AGREEMENT in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S. Presidential Executive Order No. 11246.

D. AVAILABILITY OF FUNDS

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

E. IMPROPER/EXCESS USE OF FUNDS

Where either the **Department**, FHWA, or any other auditor determines that the funds paid to the **Municipality** on behalf of the MPO are not used in accordance with the terms of this Agreement or deemed ineligible for reimbursement by Federal funds, the **Department** will bill the **Municipality** for the ineligible expenditures.

F. TERMINATION OF AGREEMENT

The Agreement may be terminated by either party by giving 90 days written notice to the other party. Eligible expenditures by the **Municipality** prior to the 90th day after notice of termination is given will be reimbursed with the available funding. Reimbursement shall not exceed the annual funding allocation.

G. AUDITS

In accordance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the **Municipality** shall arrange for an annual independent financial and compliance audit of its fiscal operations. The **Municipality** shall furnish the **Department** with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the **Municipality’s** fiscal year ends.

H. REIMBURSEMENT BY MUNICIPALITY

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

I. USE OF POWELL BILL FUNDS

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

J. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the **Parties** and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

XIII. ADDITIONAL PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

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

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

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

ACCOUNTS PAYABLE
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not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

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

K. DOCUSIGN

The **Department** and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or **Municipality's** signature as if actually signed by **Municipality** in writing. The **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human

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Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

XIV. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall terminate on the 90th day after written notice by the **Department** if funds cease to be available.

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

ACCOUNTS PAYABLE
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SIGNATURE PAGE

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

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

VILLAGE OF PINEHURST

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS:

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

ACCOUNTS PAYABLE
MPO AGREEMENT – use of Federal funds for
Planning Activities and Fee Reimbursement
AGREEMENT ID # 11544

SIGNATURE PAGE

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

(INK SIGNATURES ONLY)

ATTEST: _____ Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

VILLAGE OF PINEHURST

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)



2024 VILLAGE COUNCIL MEETING SCHEDULE

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

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

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

March 12 at 4:30 p.m. – RM/WS
March 26 at 4:30 p.m. – RM/WS

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

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

June 04 at 4:30 p.m. – RM/WS**
June 25 at 4:30 p.m. – RM/WS

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

August 13 at 4:30 p.m. – RM/WS*

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

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

November 12 at 4:30 p.m. – RM/WS *

December 10 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.*

*** Revised due to the US Open occurring June 08-16, 2024.*

**SANDHILLS METROPOLITAN PLANNING ORGANIZATION (SMPO)
AND THE VILLAGE OF PINEHURST LEAD PLANNING AGENCY AGREEMENT**

THIS AGREEMENT is entered into the ___ day of February, 2024, by and between the SANDHILLS METROPOLITAN PLANNING ORGANIZATION, a transportation planning organization and governmental body, established and operating pursuant to 23 US Code 134, and Chapter 136, Article 16, of the North Carolina General Statutes ("SMPO"); and the VILLAGE OF PINEHURST, a municipal corporation organized and existing under the laws of the State of North Carolina ("Pinehurst") (collectively, the "Parties").

RECITALS AND BACKGROUND STATEMENT

Title 23, Section 134 of the US Code requires, as a condition of federal transportation funding assistance, the establishment of programs of comprehensive transportation planning in accord with applicable laws. Article 16 of Chapter 136 of the General Statutes provides for the creation of metropolitan planning organizations ("MPO") to perform comprehensive transportation planning services in the state. SMPO is the officially designated MPO for its jurisdictional region, consisting of county and municipal governments ("Members"), which comprise SMPO's membership and governing authority.

The Members of SMPO, together with the NC Department of Transportation and the State of North Carolina, have entered into a Memorandum of Understanding (the "MOU") dated December 22, 2023, setting forth their collective agreement regarding a continuing, cooperative, and comprehensive transportation planning process for the Sandhills Metropolitan Planning Area.

SMPO and Pinehurst acknowledge the MOU as establishing those goals, objectives, rules, regulations, responsibilities, mandates, and means for achieving the same, to which SMPO and its Members and agencies are subject. As established by the MOU, the SMPO Governing Board is responsible for cooperative transportation planning decision making for SMPO, including but not limited to review and approval of the Unified Planning Work Program, Comprehensive and Metropolitan Transportation Plans, and Transportation Improvement Program; development and approval of by-laws; providing direction and control of SMPO staff; and approval of cooperative agreements with municipalities and others.

As authorized by its Governing Board, SMPO has formally requested that Pinehurst be designated as its Lead Planning Agency ("LPA") to assist SMPO in the performance of certain agreed-upon functions and duties. Pinehurst has agreed to accept the LPA designation and assume the duties and functions of the Lead Planning Agency for SMPO, effective on January 1, 2024, all according to terms set forth in this Agreement.

While the working relationships and protocols among officers and staff of SMPO and Pinehurst are expected to adapt and evolve, the Parties desire to formally set forth and clarify their

respective primary authorities, responsibilities, and operations, according to terms of this Agreement.

IN CONSIDERATION OF the Recitals and Background statement, the mutual benefits to SMPO and Pinehurst arising hereunder, and other good and valuable consideration, the Parties agree to the following:

I. PURPOSE AND OBJECTIVES; TERM

As stated in the Recitals and Background Statement (incorporated and adopted as a part hereof), the purpose of this Agreement is to set forth the legal and functional relationships between SMPO and Pinehurst as LPA. The Agreement is intended to inform and instruct the officers and staff of both organizations regarding their respective areas of responsibility.

The term of this Agreement begins upon execution and ends June 30, 2026 ("Initial Term"). This Agreement shall automatically renew and continue in effect for successive three-year terms ("Renewal Terms"), up to a maximum of ten (10) additional Renewal Terms, unless either party gives written notice of its intention not to renew the Agreement at least six (6) months prior to the end of the Initial Term or any Renewal Term. In that event, this Agreement shall automatically terminate at the end of the said Term.

II. GENERAL SCOPE OF SMPO AND PINEHURST RESPONSIBILITY

RESPONSIBILITY OF SMPO

SMPO shall be responsible for the conduct of the metropolitan transportation planning process in accordance with applicable laws, regulations, and agreements. The planning process shall include the establishment of general goals and objectives; the review and approval of a Prospectus for transportation planning; review, maintenance and updating of the Metropolitan Planning Area boundary; review and approval of the Comprehensive and Metropolitan Transportation Plans; review and approval of the Transportation Improvement Program; review and approval on an annual basis of the Unified Planning Work Program ("UPWP") and annual budget; and other duties and responsibilities in accord with the MOU and as directed by the Governing Board.

SMPO shall at all times be the sole and exclusive common law employer of all SMPO staff, and SMPO shall comply with all applicable federal, state and local laws governing such matters. A subcommittee described in Section 10 of the SMPO MOU will be created for the hiring, counselling, discipline, termination, performance evaluation, etc. of senior SMPO staff. An employment agreement will be entered into between SMPO and the Director.

Subject to the authority and direction of the Governing Board, the Director shall have sole responsibility for: (1) The development of an appropriate organizational structure to carry out SMPO's responsibilities and duties; (2) The selection, appointment, assignment, training, discipline, termination, grievances and appeals and all other terms and conditions of employment of SMPO staff (with the sole exception of those benefits and limited administrative services provided by Pinehurst as set forth in this Agreement); (3) The supervision, direction, and control of any SMPO staff and other personnel necessary to carry out the transportation planning process; and (4) The development of procedures to monitor and coordinate the planning process and the overall administration of SMPO's programs.

RESPONSIBILITY OF PINEHURST AS LPA

To facilitate the transportation planning process generally, and in furtherance of the goals and objectives of SMPO under the MOU, Pinehurst agrees to provide certain administrative services to SMPO. Such services shall be in accordance with provisions of this Agreement, and as may be further agreed upon by Pinehurst and SMPO as described herein. In accordance with applicable laws and regulations to which SMPO is subject, the UPWP shall be prepared by the SMPO in cooperation with Pinehurst (acting as LPA) and the appropriate State and Federal agencies. For the avoidance of doubt, Pinehurst shall not supervise, direct, or control any SMPO staff, including but not limited to the Director, nor have any right to do so.

As a local government unit member of SMPO, Pinehurst shall continue to have and enjoy the authority, responsibilities, and entitlements arising therefrom.

III. PAYMENT FOR SERVICES PROVIDED

SMPO shall reimburse Pinehurst for costs arising from services to SMPO by Pinehurst as LPA. Such costs include both "Direct LPA Costs" and "LPA Facilities & Administrative Costs", as further described below:

Direct LPA Costs. These costs include actual cost reimbursement of any type of sums paid by Pinehurst on SMPO's behalf, such as salary and benefit payments and expense reimbursements to or on the behalf of SMPO staff; costs of office and other equipment or resources leased or purchased by SMPO; insurance (including workers' compensation and settlements) and other actual and direct costs of products provided to SMPO by Pinehurst.

LPA Facilities & Administrative (F&A) Costs. Pinehurst and SMPO have reached agreement regarding principles and guidelines for determining and allocating F&A costs of LPA services and resources provided to SMPO by Pinehurst ("LPA F&A Costs"). In consideration of LPA F&A costs, both Parties agree that SMPO will provide payment of \$27,000 annually to the Village of Pinehurst during the initial term of this agreement. The

LPA F&A costs will be prorated to \$13,500 for January 1, 2024 – June 30, 2024. This sum shall be invoiced to SMPO annually and paid within 30 days of receipt. Prior to the start of each successive renewal period, Pinehurst support operations will be reviewed and an LPA F&A cost amount to be reimbursed to Pinehurst from SMPO will be recommended for the renewal period. Pinehurst and SMPO will confer and agree upon a reimbursable LPA F&A cost amount to be effective for each year during the renewal period.

SMPO shall have sole responsibility for satisfying all requirements, including the submission of all necessary documentation, to receive any federal, state, or other funding necessary to reimburse Pinehurst for all direct and LPA F&A costs. If SMPO reimbursements to Pinehurst for a given fiscal year do not cover all accrued and eligible Direct and LPA F&A Costs for that fiscal year, SMPO will provide final reimbursement to Pinehurst of Direct and LPA F&A Costs due, if any, on or before September 15 of the following fiscal year. It is anticipated that this funding will come from receipt of SMPO member participation fees.

IV. BUDGET; FINANCIAL ADMINISTRATION; COST AND EXPENSE ALLOCATION AND ACCOUNTING

In General; Responsible Officers.

As LPA, Pinehurst shall be custodian and repository of SMPO's funds and accounts. Revenues, proceeds, and other incomes and receipts of SMPO shall be paid to Pinehurst and maintained by Pinehurst in a designated SMPO fund, or funds. The Pinehurst Financial Services Director will coordinate, maintain, and facilitate the management of SMPO accounts, in close cooperation with SMPO staff. The Pinehurst Financial Services Director will be responsible for signing preaudit certificates for SMPO expenditures as required by NCGS § 159-28. Pinehurst's role is to administratively carry out SMPO's financial directives; in no event shall Pinehurst be responsible for any actions or activity associated with the inappropriate use of funds including any SMPO expenditures that may be found to be unallowable or unsubstantiated. The allocation of financial responsibilities as between Pinehurst and SMPO is set forth in Exhibit 1 to this Agreement.

SMPO Budget.

On or before March 31st of each year, SMPO shall submit to Pinehurst an annual operating budget for the next fiscal year that was approved by the Governing Board. This submission shall be approved by the Village Council as part of Pinehurst's budget process and included in Pinehurst's annual budget ordinance. Once the budget has been approved by the Village Council, any requested increase to the budget will require additional approval by the Village Council. SMPO staff shall prepare all documents, including staff reports, necessary to bring a requested budget increase forward to the Village Council.

Control and Management of Funds; Audit.

Management of SMPO accounts will be in accordance with federal regulations, the NC Local Government Budget and Fiscal Control Act, rules, regulations, and practices applicable to local governments in this State, and all finance-related policies of Pinehurst.

SMPO funds in the custody of Pinehurst will be part of pooled cash and will be allocated a proportionate share of monthly interest earnings based on the cash balance at the end of each month. Pinehurst agrees to maintain sufficient cash to cover the operating expenses of SMPO as they come due.

Pinehurst will report year-end financial activities related to the independently created SMPO special revenue fund as part of Pinehurst's Annual Comprehensive Financial report. SMPO's financial transactions will be included in Pinehurst's annual external financial audit. SMPO staff shall promptly fulfill any auditor requests for information related to SMPO transactions. Any findings or action required as a result of the audit shall be promptly addressed and resolved by SMPO; failure to do so constitutes a material breach of this Agreement. If SMPO desires or is required to produce additional financial reports or audits, such as a federal single audit, the cost will be billed to SMPO as a direct cost.

V. CONTRACTING AND PROCUREMENT

SMPO shall have sole authority and responsibility to review and approve all proposals and contracts for materials, equipment, goods, grants, and services arising under the authority of SMPO relating to such matters that are not the responsibility of Pinehurst as LPA. SMPO's solicitations, proposals, bids, and contracts for procurement of equipment, materials, and services shall be handled in accordance with applicable Pinehurst policies and procedures and State or federal policies and regulations to which SMPO is subject.

Pinehurst and SMPO acknowledge and agree that SMPO's contracting and procurement practices shall be governed by, and SMPO has adopted, applicable federal and NCDOT Disadvantaged Enterprise goals and policies. In addition, SMPO shall comply with Pinehurst's non-discrimination Policy Statement and requirements, and policies relating to contracting and procurement. SMPO will develop policies clarifying the delegation of authority and dollar amount thresholds for the approval of contracts and expenditures.

VI. INFORMATION TECHNOLOGY AND OFFICE EQUIPMENT

Pinehurst agrees to provide SMPO with information technology and office equipment and related technical, administrative, and clerical services, and other incidental items, in the performance of SMPO's duties and responsibilities, as set forth in Exhibit 2 to this Agreement.

SMPO will purchase or lease, maintain, and upgrade the office equipment, office and/or computer hardware, software, and other resources that it determines is necessary. Funds

allocated to SMPO and identified in the UPWP for such acquisitions will be used for such purposes. Alternatively, upon written request by SMPO to Pinehurst, acquisition of such equipment and resources may be undertaken as part of Pinehurst purchases of similar items or bundled with Pinehurst or State contracts for similar equipment and resources in accordance with applicable laws and procedures. Any such purchases by Pinehurst are Direct LPA Costs to be reimbursed pursuant to the terms of this Agreement unless otherwise explicitly stated. All resources and equipment purchased by SMPO independently shall be the property of SMPO. All resources and equipment purchased by Pinehurst on SMPO's behalf shall, upon full reimbursement of all costs to Pinehurst, be the property of SMPO, unless the terms of such purchases, such as a grant agreement, preclude ownership by an entity other than Pinehurst. For example, certain software licenses purchased by Pinehurst for use by SMPO staff may remain property of Pinehurst.

SMPO is responsible for ensuring equipment purchased with grant funds is purchased and maintained in compliance with grant requirements.

SMPO acknowledges and agrees that, with respect to computer hardware, software, or other resources intended to operate on or communicate through Pinehurst's network, such hardware, software, or resources are subject to Pinehurst approval for compatibility and consistency with Pinehurst standards.

VII. HUMAN RESOURCES ADMINISTRATIVE SERVICES

Pinehurst agrees to provide certain administrative services on SMPO's behalf, as set forth in Exhibit 3 to this Agreement. SMPO and Pinehurst agree that SMPO staff, including the Director, shall be considered employees of Pinehurst solely for the purposes of the NC Local Governmental Employees' Retirement System ("LGERS"), health and welfare and other benefits, and general payroll administration and tax withholding, remitting, and reporting, and the policies and procedures related to such matters.

For the avoidance of doubt, Pinehurst shall not be a common law or joint employer of SMPO staff, and SMPO staff shall not be considered employees of Pinehurst except for the purposes of LGERS, health and welfare and other benefits, and general payroll administration. Neither SMPO nor SMPO staff have authority to act on Pinehurst's behalf or hold itself or themselves out as having such authority. SMPO shall be solely responsible for timely and effectively notifying applicants and staff of the terms of this Section VI.

The Director will be responsible for submitting all information to Pinehurst as requested by Pinehurst necessary to carry out the administrative services provided to SMPO, or on its behalf, pursuant to this Agreement.

VIII. AGENDAS, MINUTES AND PUBLIC RECORD SERVICES

Pinehurst agrees to provide certain administrative services as related to the management of agendas and minutes as well as public records as further detailed in Exhibit 4. SMPO

will be responsible for setting the agenda items within the agenda management software. The Pinehurst Village Clerk, or designee, will ensure that the agenda is posted in accordance with North Carolina statutes. Meeting minutes will also be recorded by the Pinehurst Village Clerk and be available in draft form within five business days of the meeting. The Pinehurst Village Clerk, or designee, will also oversee the records management program and ensure all agendas, minutes and other public records are available for public inspection.

IX. COMMUNICATION/COOPERATION

Pinehurst and SMPO, through its Director, shall provide mutual cooperation, communication, and assistance, one to the other, so that services and activities of both organizations will be carried out in the most efficient and professional means possible.

Contact individuals for purposes of communications and notices under this Agreement are as follows:

FOR SMPO:

Director
Sandhills Area MPO
395 Magnolia Drive
Pinehurst, NC 28374

FOR PINEHURST:

Village Manager
395 Magnolia Drive
Pinehurst, NC 28374

X. LEGAL REPRESENTATION

The Pinehurst Village Attorney does not represent SMPO and is not permitted to provide any legal advice or counsel to SMPO staff or the Governing Board. SMPO may contract for general legal services on a continuing basis, as it deems appropriate, including with the same firm that represents the Village of Pinehurst. As it deems necessary, SMPO may engage other legal counsel for more specialized needs, projects, or assignments.

XI. AMENDMENT, TERMINATION, INDEMNIFICATION, MISCELLANEOUS.

Entire Agreement; Amendments. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, “clickthrough agreement”). Neither party may amend, or seek to amend, this Agreement

by clickthrough agreement. The Village Manager and Director are authorized to make amendments to the Exhibits of this Agreement without further approval from the Village Council or Governing Board; all other amendments to this Agreement must be authorized by the Village Council and Governing Board. All amendments shall be memorialized in a written amendment signed by both parties.

Termination. Any Party desiring to terminate this Agreement without cause shall give written notice to the other Party at least six months prior to the expiration of the Initial Term or any Renewal Term. If such notice is timely given, the Agreement shall terminate at the end of the relevant Term. After thirty (30) days written notice to the other party of its default or breach, this Agreement may be terminated by the non-defaulting party, provided that the other party has not taken all reasonable actions to remedy the breach. In the event of termination for any reason (or no reason), Pinehurst shall be paid (1) all Direct LPA Costs incurred before the date of termination, as well as (2) a pro rata share of all LPA F&A Costs for the period prior to the date of termination. In addition, Pinehurst shall be paid (3) any costs incurred or anticipated to be incurred by Pinehurst due to SMPO's breach of Agreement and (4) any Direct or LPA F&A Costs incurred by reason of termination.

Indemnification. To the fullest extent permitted by law, SMPO shall indemnify and hold harmless Pinehurst, its officers and employees (collectively, "Indemnitees"), from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively, "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by SMPO or any of its officers, employees, contractors, or agents (collectively, "Indemnitors"), of any term or condition of Agreement, (b) any breach or violation by Indemnitors of any applicable law or regulation, (c) any other cause resulting from any act or failure to act by Indemnitors under this Agreement, (d) the employment of any SMPO staff, or application for any such employment, or (e) the administration of funds by SMPO. This indemnification shall survive the termination of Agreement.

SMPO's Representations and Warranties. By executing Agreement, SMPO represents and warrants that now and continuing for the term of Agreement:

- a. SMPO shall comply with this Agreement and with all applicable federal, state, and local laws, ordinances, rules, and regulations governing SMPO and its operations, including but not limited to employment of its staff;
- b. SMPO shall work in good faith with Pinehurst to meet requirements imposed by the federal or state government or other funding entity if such funds are used to fund any portion of Agreement;

- c. The individuals signing Agreement have the right and power to do so and bind SMPO to the obligations set forth herein, and such individuals do so personally warrant that they have such authority; and
- d. Neither the execution of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, (i) results in a breach of the terms, conditions, or provisions of any agreement or instrument to which SMPO is not a party or by which SMPO is bound, or constitutes a default under any of the foregoing, or (ii) requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

Pinehurst's Representations and Warranties. By executing Agreement, Pinehurst represents and warrants that now and continuing for the term of Agreement:

- a. Pinehurst shall comply with this Agreement and with all applicable federal, state, and local laws, ordinances, rules, and regulations governing the services it provides under this Agreement;
- b. Pinehurst shall work in good faith with SMPO to meet requirements imposed by the federal or state government or other funding entity if such funds are used to fund any portion of Agreement; and
- c. The individuals signing Agreement have the right and power to do so and bind Pinehurst to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

Pinehurst provides no other representations or warranties. Specifically, and not by way of limitation, Pinehurst does not warrant that the arrangement contemplated herein satisfies legal requirements for SMPO staff to be considered members of the LGERS or eligible for participation in group health or welfare benefit plans.

Insurance. SMPO shall purchase and maintain during the Initial Term and any Renewal Term, and for three years after the termination of this Agreement, insurance for protection from claims under workers' compensation acts as required by law; Commercial General Liability Insurance (including contractual liability and completed operations) covering claims arising out of or related to bodily injury and to real and personal property; Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage when vehicles are use in performance of work or brought onto Village's premises; Employment Practices Liability covering claims arising out of employment including but not limited to discrimination, harassment, and wrongful termination; Cyber Liability (if applicable) covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs,

and regulatory fines; and Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to performance under this Agreement.

Minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Auto Liability	\$1,000,000 CSL
Commercial Excess Liability / Umbrella Policy	\$1,000,000 per occurrence
Employers Liability	\$500,000 per occurrence
Employment Practices Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Fidelity/Public Official Bond	Statutory Limits
Errors & Omissions (if applicable)	\$1,000,000 per claim
Cyber Liability (if applicable)	\$1,000,000 per claim

SMPO may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to Pinehurst.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

Any company insuring SMPO shall have a minimum insurance rating of Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, Pinehurst may, at its option, require SMPO to purchase insurance from a company whose rating meets the minimum standard. SMPOs insurance carrier(s) shall be authorized to do business in the state of North Carolina. If SMPO is unable to find an authorized carrier for any line of insurance coverage, SMPO shall notify Pinehurst in writing.

Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name Pinehurst, its elected officials, officers, employees and volunteers as an additional insured.

Notice of Cancellation

Each policy shall provide that Pinehurst shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies.

Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, SMPO shall procure substitute insurance so as to assure Pinehurst that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

SMPO insurance coverage shall be primary for any claims related to this Agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Pinehurst, its agents or agencies, it being the intention of the parties that the insurance policies shall protect Pinehurst and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided on or before January 1, 2024. Pinehurst's review or acceptance of certificates of insurance shall neither relieve SMPO of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder address should read:

Village of Pinehurst
395 Magnolia Drive
Pinehurst, NC 28374

Public Records. SMPO acknowledges that records in the custody of Pinehurst are public records and subject to public records requests. Pinehurst may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by SMPO, Pinehurst will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. § 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by SMPO, and that are otherwise entitled to protection under N.C.G.S. § 132-1.2(1). If SMPO, its employees, or subcontractors, becomes aware of or has access to confidential records or information, or information of Pinehurst that is protected from disclosure by Federal or State law ("Confidential Information"), SMPO, its employees and subcontractors, shall not disclose any such Confidential Information.

Limited Assignment/Delegation. Neither Party shall assign or transfer its rights or interest in Agreement, nor delegate its duties under Agreement, without the other Party's written consent, which may not be unreasonably withheld.

Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction.

Governing Law. The rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. Any dispute arising from Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Agreement shall be brought exclusively in Moore County, North Carolina.

Non-Exclusive Remedies/No Waiver. The selection of one or more remedies for breach shall not limit a Party's right to invoke any other remedy available under Agreement or by law. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to a Party shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.

Survival. All representations, indemnifications, and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

Gifts and Favors. SMPO shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.

Nondiscrimination. To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a protected class as defined by federal, state, or local law.

Electronic Version of Agreement. Pinehurst may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

Verification of Work Authorization. SMPO shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

No Third-Party Beneficiaries. There are no third-party beneficiaries to Agreement.

Pre-Audit Requirement. This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the Village of Pinehurst Financial Services Director or designee.

Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit Pinehurst's police powers or regulatory authority.

No Waiver of Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by Pinehurst pursuant to N.C.G.S. § 160A-485 or to in any way waive Pinehurst's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of Pinehurst shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

Electronic Signatures. Both Parties acknowledge and agree that the electronic signature application DocuSign may be used to execute this Agreement and any associated documents. By selecting 'I Agree,' 'I Accept,' or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes their signature as if actually signed in writing. No certification authority or other third-party verification is necessary to validate such electronic signature and the lack of such certification or third-party verification will not in any way affect the enforceability of such electronic signature. Delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

FOR SMPO:

FOR PINEHURST:

Taylor Clement, Governing Board Chair

Patrick Pizzella, Mayor

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

Dana Van Nostrand, Finance Officer

Exhibit 1 – Provision of Financial Services

	PINEHURST	SMPO
Budget Development & Management		
Budget/UPWP Development		X
Budget ordinance formatting for Council (Info provided by SMPO)	X	
Budget approvals in system	X	
Budget monitoring		X
Submittal of budget transfers & modifications		X
Budget transfers & modifications, obtain Council approval as needed, entry into system.	X	
Budget amendments (preparation)		X
Budget amendments (system entry)	X	
Accounting		
Maintenance and verification of appropriate expenses in GL		X
Reconciliations of ledgers for quarterly reporting		X
Submit reclasses for ledger requests (revenue & expense)		X
Approval and posting of reclasses for ledger requests (revenue & expense)	X	

	PINEHURST	SMPO
Maintenance of Financial Source documents		X
Uniform Guidance Compliance	X	X
Posting/Receipt of Revenues to GL	X	
Revenue Tracking/reconciliation	X	
Year-end entries for ACFR/SEFSA (Info provided by SMPO)	X	
Purchasing		
PO Request/Submission under LPA process		X
Creation of PO	X	
Contract Execution		X
Requests of Change orders/monitoring of POs		X
Approval of POs or PO change orders	X	
Accounts Payable		
Maintenance/Setup of Vendors	X	
Submittals of payables/compliance of LPA process		X
Processing Invoices	X	
Travel forms/reimbursement requests		X

	PINEHURST	SMPO
Processing and paying of travel and expenses	X	
P-Card reconciliation and receipt submission		X
Audits and Financial Reporting		
Independent Audit	X	
Single Audit Documentation		X
Staff Report Preparation	X	X
Reimbursement Submittals		
Compiling Reimbursement packet to NCDOT		X
Review of Reimbursement packet by Finance Officer	X	
Final Signature and Submission to appropriate portals for funders		X
Reporting schedules to NCDOT		X
Federal Certification Response		X
Miscellaneous		
Payroll/Timesheet submittal		X
Payroll processing	X	
Member Dues billing	X	
Other Partnership billing	X	

	PINEHURST	SMPO
Policy development and enforcement (in supplement to Pinehurst policies)		X
Inventories/Custody of assets		X

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Exhibit 2 – Provision of Information Technology and Office Equipment

	Pinehurst	SMPO
Software		
Microsoft Office 365 Tenant	X	
Adobe Acrobat	X	
Web meeting application (Zoom, Teams, etc.)	X	
NOVUS (Agenda Software)	X	
ESRI (GIS Software)	X	
Transportation Modeling (Caliper)		X
Pinehurst Applications (GP, NeoGov, Training)	X	
Hardware		
Laptops and other computers	Purchased as a direct cost to SMPO, maintained by Pinehurst	
Plotter	Purchased as a direct cost to SMPO, maintained by Pinehurst	
Printers/Copiers/Multi- Function Devices	Purchased as a direct cost to SMPO, maintained by Pinehurst	
Audio / Video Equipment	X	
Networking / Telephony		
Network Drives / Cloud data storage / data backups	X	

	Pinehurst	SMPO
SMPO LAN & Equipment (Switches, UPS, Wireless Access Points)	X	
SMPO Internet	X	
Telephony (Telephone, Voicemail, & related items)	X	
Mobile Wi-Fi Hot Spot / Router	X	
Mobile Phones for SMPO Staff		X
SMPO Office Security (Card Readers, Security Cameras)	X	
Other		
SMPO Websites & Domains	X	
Website Content	X	X

Exhibit 3 – Provision of Human Resources Administrative Services

	Pinehurst	SMPO
Job specification creation and editing		X
Job ad creation	X	
Placing job vacancy recruitment postings via NeoGov and other posting sources	X	
Application screening	X	
Formulating interview questions; interviewing candidates; final selection		X
Background and drug testing administrative services	X	
Correspondence with job applicants	X	
New hire paperwork	X	
New employee I-9 verifications and storage	X	
New employee onboarding	X	
Employee performance evaluations, including pay for performance and merit increase recommendations		X
New Employee entry and existing personnel action entry into Payroll/Personnel system	X	
Disciplinary and employee relations issues		X

	Pinehurst	SMPO
Employee investigations		X
Employee dismissals		X
Storage and Maintenance and Retention of employee personnel files (excluding LGERS and group health and welfare benefits)		X
General benefits questions	X (group health and welfare only)	X
Administration of core (health/dental/life ins) related benefits	X	
Administration of Flexible Spending benefit services	X	
Any other Pinehurst provided employee benefits administration services	X	
Worker's Compensation Claims and Injury Administration (including settlements)	X	
All Employee Safety	X	
Leave related benefits (including FMLA and ADA leave) administration services	X	
Retirement and 401(k) general questions	X	
Retirement application processing services	X	

	Pinehurst	SMPO
All employee appreciation / recognition	X	
Storage and Maintenance of benefits and related files	X	
Employee offboarding	X	
Policy and Procedure development, implementation, and enforcement	X	
Employee questions regarding policies and procedures	X	

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Exhibit 4 – Provision of Agenda, Minutes and Records Management Services

	Pinehurst	SMPO
Agenda creation within the agenda management software		X
Submission of agenda items within software program		X
Approval of agenda items	X	
Posting of the agenda	X	
Recording of minutes	X	
Posting of minutes	X	
Responding to public records requests	X	

Exhibit 5. Pinehurst Policies and Procedures of which SMPO Employees are Excluded.

Compensation Policy

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Village of Pinehurst

Estimate of Facilities & Administrative Costs for SMPO LPA Services

Background:

2 CFR Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix VII—States and Local Government and Indian Tribe Indirect Cost Proposals provides a broad definition and examples of indirect costs for local governments. Indirect costs are those that have been incurred for common or joint purposes and benefit more than one cost objective (i.e. program or project). After direct costs have been determined and assigned directly to federal awards, indirect costs are those remaining to be allocated to benefitted cost objectives.

Indirect costs include indirect costs originating in the department carrying out the federal award and costs of central governmental services not otherwise treated as direct costs. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Consistency in treatment is key. Common examples of indirect costs include central service costs, general administration of accounting and personnel services, depreciation on buildings and equipment, and the costs of operating and maintaining facilities.

The estimate of LPA facilities and administrative (F&A) costs below utilizes Federal cost principles for allowability and complies with NCDOT MPO allowable expenditures. The costs below are allocable to SMPO however the effort required to track and record each of these costs directly to SMPO outweighs the benefit. SMPO and Pinehurst as the LPA have agreed to group these costs as LPA F&A costs and they will be collectively charged to SMPO as a direct cost for Task Item III.E Management, Operations, and Program Administration Support under the SMPO Planning grant. The SMPO Planning grant will then charge the 10% of modified total direct cost (MTDC) de minimis indirect cost rate as allowed by 2 CFR 200.414 since the Village of Pinehurst does not have a negotiated indirect cost rate, if the budget has sufficient funds for the de minimis indirect cost.

Personnel:

Department	Position	FY 2024 Hourly Rate	Estimated Hours/ Month	Estimated Cost/ Month	Justification
Planning	Planning Director	\$ 49.52	4	\$ 198.08	Daily supervision of the SMPO Director
Financial Services	Financial Services Director	48.08	8	384.62	Review and approval of SMPO contracts and purchase order requests; review and approval of travel requests; budget development and monitoring; approval of SMPO grant invoicing packets; UG compliance monitoring; ACFR and SEFSA preparation and audit
Financial Services	Assistant Financial Services Director	39.05	2	78.09	Review and approval of SMPO entries; preparation of quarterly reporting package; budget development; coordination of audits
Financial Services	Finance Supervisor	31.05	2	62.11	Creation of SMPO member bills; monitoring collection of receivables
Financial Services	Finance Technician - Payroll	24.41	1	24.41	Bi-weekly payroll processing for SMPO employees
Financial Services	Finance Technician - Purchasing/AP	23.10	2	46.20	Weekly processing of SMPO purchase orders and invoices; p-card processing and maintenance
Total estimated salary costs per month				\$ 595.43	
Average fringe benefit rate				36.07%	
Fringe benefits cost per month				\$ 214.77	
Total salaries + benefits per month				\$ 810.19	
				x 12 months	
Estimated annual salaries + benefits				\$ 9,722.30	

Note: Village Clerk time spent on SMPO tasks (preparing agendas, minutes, etc) will be tracked and charged to SMPO as direct costs in accordance with 2 CFR 200.413(c).

Non-personnel:

Department	Description	Rate	Quantity	Estimated Annual Cost	Justification
Buildings & Grounds	Building space maintenance (per sq ft)	\$ 10.00	370	\$ 3,700.00	Allocation of indirect for B&G allocation based on square footage of SMPO space as a portion of the Planning allocation. Planning operating B&G allocation is ~\$10/sq ft.
Planning	Utilities (per sq ft)	4.00	370	1,480.00	Allocate Planning's utilities based on sq ft
Financial Services	Annual financial statement audit*	41,000.00	3%	1,230.00	Allocation of 3% of the Village's audit fee. Based on SMPO being ~1% of revenues/expenditures audited + additional audit work for the special revenue fund to be included in the audit schedules, MD&A, footnotes,
Information Technology	Computer support, software licenses, phone, etc.	10,622.00	1	10,622.00	Allocation of 1% of IT operating costs based on 1 employee and 1 computer. Includes IT support, computer, email, software licenses (Microsoft Office, Adobe Acrobat, etc), telephony, web meeting application, website hosting, etc.
Estimated non-personnel costs				<u>\$ 17,032.00</u>	
Total Estimated Annual Indirect Costs				<u><u>\$ 26,754.30</u></u>	
Rounded for LPA Agreement				\$ 27,000.00	
1/2 for first year (based on January 1, 2024 start date)				\$ 13,500.00	
1/4 for first year (based on April 1, 2024 start date)				\$ 6,750.00	

* Single audit fees, if any, will be billed directly to SMPC

Share of LPA Indirect (for illustrative purposes):

20% total match paid by member dues	\$ 5,400.00		
Pinehurst	29%	\$ 1,566.00	\$ 783.00
Southern Pines	26%	1,404.00	702.00
Aberdeen	14%	756.00	378.00
Whispering Pines	8%	432.00	216.00
Pinebluff	2%	108.00	54.00
Foxfire	2%	108.00	54.00
Taylortown	1%	54.00	27.00
Moore County	18%	972.00	486.00
	100%	\$ 5,400.00	\$ 2,700.00

RESOLUTION #24-08:

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

WHEREAS, Mr. Duncan and the Village Council of Pinehurst are desirous of Mr. Duncan 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 13th day of February, 2024 as follows:

That the following appointment is hereby made to the Planning & Zoning Board and the Board of Adjustment for the term indicated:

Mr. Jimmy Duncan is appointed as a member of the Planning & Zoning Board and the Board of Adjustment effective February 13, 2024, to serve at the pleasure of the Council until the end of his term on February 28, 2026.

THIS RESOLUTION passed and adopted this 13th day of February, 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