VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF JANUARY 27, 2015
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM

1. Call to Order.
2. Invocation and Pledge of Allegiance.
3. Reports:
   - Manager
   - Council
4. Motion to Approve Consent Agenda.

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

   A. Public Safety Report

      Fire Department
      Police Department

   B. Approval of Draft Village Council Meeting Minutes.

      December 4-5 Strategic Planning Retreat Minutes
      December 9 Regular Meeting Minutes

   End of Consent Agenda.

5. Consider a resolution appointing a member to the Beautification Committee (McKenzie).
6. Consider appointments to the Local Firefighter's Relief Fund Board of Trustees.
7. Consider proposed changes to Fees and Charges Schedule.
8. Consider awarding the audit contract for FY 2014-2015.
9. Discussion on indoor recreation space and possible study team.
10. Discussion on proposed Given Memorial Library operating agreement.
11. Consider an amendment to the Pinehurst Municipal Code for yard debris cart regulations.
12. Other Business.
13. Comments from Attendees.
14. Motion to Adjourn.

History, Charm, & Southern Hospitality.

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

Competent
Courteous
Professional
Responsive

PUBLIC SAFETY REPORT
ADDITIONAL AGENDA DETAILS:

Fire Department
Police Department

FROM:
Lauren Craig, Village Clerk

DATE OF MEMO:
1/8/2015

MEMO DETAILS:
Attached are the public safety reports for the Village of Pinehurst.

ATTACHMENTS:

	Description
🗋	Fire Report
🗋	Police Report

VILLAGE OF PINEHURST 1895

HISTORY, CHARM, AND SOUTHERN HOSPITALITY

SUMMARY FOR THE MONTH OF DECEMBER 2014

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	*NUMBER THIS MONTH*	*NUMBER YTD*	*NUMBER THIS MONTH LAST YEAR*	*NUMBER YTD LAST YEAR*	*PERCENTAGE YTD*
Fire	1	58	4	55	5%
Overpressure Rupture, Explosion, Overheat - no fire	0	3	1	3	0%
Rescue & EMS Incidents	9	116	3	70	66%
Hazardous Conditions - no fire	12	130	18	167	-22%
Service Call	8	165	15	188	-12%
Good Intent Call	21	275	20	265	4%
False Alarm & False Call	20	241	13	182	32%
Severe Weather & Natural Disaster	0	6	0	36	-83%
Special Incident Type	0	1	0	0	100%
TOTAL INCIDENTS	**71**	**995**	**74**	**966**	**3%**

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	*NUMBER THIS MONTH*	*NUMBER YTD*	*NUMBER THIS MONTH LAST YEAR*	*NUMBER YTD LAST YEAR*	*PERCENTAGE YTD*
Residential	5	86	8	86	0%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	5	0	3	67%
Commercial	57	296	5	353	-16%
Plan Review/Site Inspections	0	1487	0	9	16422%
Reinspection	0	222	57	227	-2%
Occupancy Certificates	0	1	0	0	100%
TOTAL INSPECTIONS	**62**	**2097**	**70**	**678**	**209%**
Violations Found:	169	747	4	741	1%
YTD Violations to be Corrected:		578		737	
YTD Violations Corrected:		520		634	
Correction Percentage:		90%		86%	

January 15, 2015

J. Carlton Cole, Fire Chief

Incident IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

December 2014 - December 2013

Part I Offenses		December 2013	December 2014	+/-	Percent Changed	Year-To-Date 2013	Year-To-Date 2014	+/-	Percent Changed
Murder		0	0	0	0%	0	0	0	0%
Rape		0	0	0	0%	0	0	0	0%
Robbery		0	0	0	0%	2	1	-1	-50%
Commercial		0	0	0	0%	1	1	0	0%
Individual		0	0	0	0%	1	0	-1	-100%
Assault		2	0	-2	-100%	7	0	-7	-100%
	Violent Total:	**2**	**0**	**-2**	**-100%**	**9**	**1**	**-8**	**-89%**
Burglary		0	0	0	0%	3	0	-3	-100%
Residential		0	0	0	0%	2	0	-2	-100%
Non-Residential		0	0	0	0%	1	0	-1	-100%
Commercial		0	0	0	0%	0	0	0	0%
Other		0	0	0	0%	0	0	0	0%
Larceny		18	11	-7	-39%	127	121	-6	-5%
Auto Theft		0	0	0	0%	3	1	-2	-67%
Arson		0	0	0	0%	0	0	0	0%
	Property Total:	**18**	**11**	**-7**	**-39%**	**133**	**122**	**-11**	**-8%**
	Part I Total:	**20**	**11**	**-9**	**-45%**	**142**	**123**	**-19**	**-13%**

Part II Offenses		December 2013	December 2014	+/-	Percent Changed	Year-To-Date 2013	Year-To-Date 2014	+/-	Percent Changed
Drug		4	10	6	150%	50	105	55	110%
Assault Simple		1	2	1	100%	12	19	7	58%
Forgery/Counterfeit		0	1	1	-	2	7	5	250%
Fraud		1	3	2	200%	27	48	21	78%
Embezzlement		0	0	0	0%	1	1	0	0%
Stolen Property		0	0	0	0%	7	8	1	14%
Vandalism		2	2	0	0%	43	37	-6	-14%
Weapons		0	0	0	0%	0	5	5	-
Prostitution		0	0	0	0%	0	0	0	0%
All Other Sex Offenses		0	0	0	0%	3	4	1	33%
Gambling		0	0	0	0%	0	0	0	0%
Offenses Against Family/Children		0	0	0	0%	2	1	-1	-50%
D.W.I.		0	1	1	-	8	8	0	0%
Liquor Law Violation		0	1	1	-	5	4	-1	-20%
Disorderly Conduct		2	0	-2	-100%	8	5	-3	-38%
Obscenity		0	0	0	0%	0	1	1	-
Kidnap		0	0	0	0%	1	0	-1	-100%
All Other Offenses		11	20	9	82%	212	236	24	11%
	Part II Total:	**21**	**40**	**19**	**90%**	**381**	**489**	**108**	**28%**
	Incident Total:	**41**	**51**	**10**	**24%**	**523**	**612**	**89**	**17%**

Arrest IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

December 2014 - December 2013

Part I Offenses		December 2013	December 2014	+/-	Percent Changed	Year-To-Date 2013	Year-To-Date 2014	+/-	Percent Changed
Murder		0	0	0	0%	0	0	0	0%
Rape		0	0	0	0%	0	0	0	0%
Robbery		0	0	0	0%	2	0	-2	-100%
Commercial		0	0	0	0%	0	0	0	0%
Individual		0	0	0	0%	0	0	0	0%
Assault		4	2	-2	-50%	7	5	-2	-29%
	Violent Total:	**4**	**2**	**-2**	**-50%**	**9**	**5**	**-4**	**-44%**
Burglary		0	0	0	0%	10	0	-10	-100%
Residential		0	0	0	0%	0	0	0	0%
Non-Residential		0	0	0	0%	0	0	0	0%
Commercial		0	0	0	0%	0	0	0	0%
Other		0	0	0	0%	0	0	0	0%
Larceny		1	2	1	100%	86	65	-21	-24%
Auto Theft		0	0	0	0%	2	0	-2	-100%
Arson		0	0	0	0%	0	0	0	0%
	Property Total:	**1**	**2**	**1**	**100%**	**98**	**65**	**-33**	**-34%**
	Part I Total:	**5**	**4**	**-1**	**-20%**	**107**	**70**	**-37**	**-35%**

Part II Offenses		December 2013	December 2014	+/-	Percent Changed	Year-To-Date 2013	Year-To-Date 2014	+/-	Percent Changed
Drug		0	8	8	-	66	171	105	159%
Assault Simple		0	4	4	-	8	22	14	175%
Forgery/Counterfeit		0	0	0	0%	0	4	4	-
Fraud		0	0	0	0%	11	24	13	118%
Embezzlement		0	0	0	0%	1	1	0	0%
Stolen Property		0	1	1	-	65	44	-21	-32%
Vandalism		0	0	0	0%	16	25	9	56%
Weapons		0	1	1	-	3	9	6	200%
Prostitution		0	0	0	0%	0	0	0	0%
All Other Sex Offenses		0	0	0	0%	1	4	3	300%
Gambling		0	0	0	0%	0	0	0	0%
Offenses Against Family/Children		0	2	2	-	1	5	4	400%
D.W.I.		4	2	-2	-50%	71	66	-5	-7%
Liquor Law Violation		1	1	0	0%	12	12	0	0%
Disorderly Conduct		2	0	-2	-100%	6	6	0	0%
Obscenity		0	0	0	0%	0	0	0	0%
Kidnap		0	0	0	0%	1	0	-1	-100%
All Other Offenses		24	27	3	13%	282	333	51	18%
	Part II Total:	**31**	**46**	**15**	**48%**	**544**	**726**	**182**	**33%**
	Arrest Total:	**36**	**50**	**14**	**39%**	**651**	**796**	**145**	**22%**

APPROVAL OF DRAFT VILLAGE COUNCIL MEETING MINUTES.

ADDITIONAL AGENDA DETAILS:

December 4-5 Strategic Planning Retreat Minutes
December 9 Regular Meeting Minutes

FROM:
Lauren Craig

CC:
Jeff Batton

DATE OF MEMO:
1/20/2015

MEMO DETAILS:
See attachments for draft minutes.

ATTACHMENTS:

	Description
🗋	December 4-5 Strategic Planning Retreat
🗋	December 9 Regular Meeting

MINUTES OF
VILLAGE COUNCIL SPECIAL MEETING
DECEMBER 4-5, 2014

395 MAGNOLIA ROAD
ASSEMBLY HALL
PINEHURST, NORTH CAROLINA
1:00 P.M. – 5:00 P.M.
8:30 A.M. – 4:00 P.M.

The Pinehurst Village Council held a FY 2016 Strategic Planning Retreat on Thursday, December 4 and Friday, December 5, 2014 in the Assembly Hall of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. Clark H. Campbell, Councilmember
Mr. John R. Cashion, Mayor Pro-Tem
Ms. Claire L. Phillips, Councilmember
Mr. John C. Strickland, Councilmember
Mr. Jeffrey Batton, Interim Village Manager
Ms. Natalie Dean, Assistant Village Manager
Ms. Angela Kantor, Director of Human Resources
Mr. Carlton Cole, Fire Chief
Mr. Randy Kuhn, Director of Fleet Maintenance
Mr. Walt Morgan, Director of Public Services
Mr. Mark Wagner, Director of Parks and Recreation
Mr. Kevin Reed, Director of Planning and Inspections
Mr. Earl Phipps, Police Chief
Mr. Floyd Thomas, Deputy Police Chief
Mr. Jason Whitaker, Director of Information Technology
Mr. John Frye, Director of Financial Services
Dr. Deb Manzo, NC State Industrial Extension Service
Mr. Jeffrey Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

And approximately 3 attendees, including 0 staff and 1 press.

1. **Call to Order.**
   Assistant Village Manager, Natalie Dean called the Strategic Planning Retreat to order and welcomed everyone.

2. **FY 2016 Strategic Planning Retreat**
   THURSDAY, DECEMBER 4:
   Introduction
   Dr. Deb Manzo, Improvement Specialist with North Carolina State University Industrial Extension Service outlined the agenda for the day and reviewed ground rules and goals for the day. Assistant Village Manager, Natalie Dean reviewed the Village of Pinehurst Strategic Planning Process.

   MVV & Core Competencies
   Council reviewed the Mission, Vision, and Values of the Village of Pinehurst and discussed several potential changes to each. Council asked staff to provide some options for a revised mission and vision, based on the discussion and send proposed changes to the Council for a vote at a future meeting. The core competencies of customer focus, continuous improvement, diverse cross-functional teams, talented volunteers, and technology were reviewed and updated.

   Review of Key Data
   Staff presented key data to Council including leadership and governance results, customer results, workforce results, operational results, and 2015 Strategic Plan review.

Environmental Scan
John Frye presented the Environmental Scan, which included:

- Demographics
- Economic Environment
- Revenue Forecast
- Financial Environment

Constituent needs were identified by the Village Council.

SWOT Analysis
Dr. Manzo led the group in conducting a SWOT Analysis to determine and agree on strengths, weaknesses, opportunities and threats for the Village of Pinehurst.

Presentation of BIRDIE Recommendation- Evaluate Needs for Indoor Recreation Facilities
Mark Wagner, Director of Parks and Recreation, presented the findings along with the BIRDIE team and Councilmember Clark Campbell regarding the evaluation for indoor recreation facilities. The team determined there is a need for additional indoor recreation space and recommended a short term solution to the Village Council. Council discussed the recommendation and decided to discuss this further and make a decision at a future meeting.

FRIDAY, DECEMBER 5:
Define Strategic Advantages & Challenges
Dr. Manzo led the Council and department heads in identifying Village's strategic advantages and challenges.

Strategic Objectives- Ensuring Long Term Sustainability
Dr. Manzo led discussions and group activities on reviewing and amending the Village's Strategic Objectives. The groups reviewed high performing models from benchmark communities and updated strategic objectives for FY 2016.

Strategic Goals
Dr. Manzo led discussions and group activities on identifying Strategic Goals. The groups reviewed high performing models from benchmark communities and mapped key goals to strategic objectives.

New and Ongoing Strategic Initiatives
Dr. Manzo led discussions among the Council and staff to identify Council's priorities and suggestions for short and long term initiatives.

Wrap-up and Next Steps
Natalie Dean explained the next steps in the strategic planning process with Council and department heads as:

1. Staff will present Council with alternative mission and vision statement for their consideration, and
2. The Strategic Planning Team will recommend members of a study team to evaluate alternatives for a Community Center.

Both of these items are to come before Council in January 2015.

3. **Adjournment.**
Councilmember Strickland moved to adjourn the FY 2016 Strategic Planning Retreat. The motion was seconded by Councilmember Cashion and carried unanimously. The meeting adjourned at 4:00 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

MINUTES OF
VILLAGE COUNCIL REGULAR MEETING
DECEMBER 9, 2014

395 MAGNOLIA ROAD
ASSEMBLY HALL
PINEHURST, NORTH CAROLINA
4:30 P.M.

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, December 9, 2014 in the Assembly Hall of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. Clark H. Campbell, Councilmember
Mr. John R. Cashion, Mayor Pro-Tem
Ms. Claire L. Phillips, Councilmember
Mr. John C. Strickland, Councilmember
Mr. Jeffrey H. Batton, Interim Village Manager
Ms. Lauren M. Craig, Village Clerk

And approximately 26 attendees, including 3 staff and 1 press.

1. **Call to Order.**
   Mayor Nancy Roy Fiorillo called the meeting to order.

2. **Invocation and Pledge of Allegiance**
   Interim Manager Jeff Batton offered the invocation and led everyone in the Pledge of Allegiance.

3. **Presentation of resolutions honoring Peter Helgesen for his service on the Community Appearance Commission and Patrick Barry and Kevin Drum for their service on the Village Center Enhancement Committee.**
   Mayor Nancy Roy Fiorillo presented the resolution to Patrick Barry, and Councilmember Phillips presented the resolution to Kevin Drum all for their service on the Village Center Enhancement Committee. Peter Helgesen did not attend the meeting.

4. **Reports**
   Manager
   - Reminded about the upcoming holidays for the Village of Pinehurst and Tresa Long's retirement in the Planning Department.

   Council
   - Mayor Fiorillo noted the Tree Lighting was the best yet and thanked the recreation department and public services department for their efforts with this annual event.

5. **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. Consider a resolution reappointing members to the Beautification Committee (Batton, Morgan, Murzyn, Wilkison).
   B. Consider a resolution reappointing members to the Community Appearance Commission (Hoy, Regensburg).
   C. Public Safety Report
   Fire Department
   Police Department
   D. Approval of Draft Village Council Meeting Minutes

November 18 Regular Meeting
November 18 Closed Session

End of Consent Agenda.

Councilmember Cashion moved to approve the Consent Agenda. The motion was seconded by Councilmember Strickland and passed unanimously with a vote of 5-0.

6. Motion to Recess Regular Meeting and Enter Into a Public Hearing.

Upon a motion by Councilmember Strickland, seconded by Councilmember Cashion, Council unanimously approved to recess the regular meeting and enter into a public hearing by a vote of 5-0.

7. Public Hearing No. 1

The purpose of the public hearing is to consider an Official Zoning Map Amendment. This map amendment would rezone one parcel of land consisting of approximately .66 acres. This property is addressed as 320 Thorne Road. This property is further defined as being Moore County LRK #00014383. This property is currently zoned R-20 (Single-family Residential w/ a minimum lot size of 20,000 sq. ft.). The proposed map amendment would change the zoning of the property to R-10 (Single-family Residential w/ a minimum lot size of 10,000 sq. ft.). The property is currently vacant. The applicant and the owner for this rezoning is Michael Hicks.

Kevin Reed, Director of Planning and Inspections, introduced the need to hold a public hearing for the property at 320 Thorne Road. Mr. Reed noted that the rezoning would allow for the parcel to be subdivided into two building lots in the future. He noted the Planning and Zoning Board voted unanimously to recommend to Village Council that the rezoning be approved.

Audience member Jack Farrell noted concern for this rezoning. He noted that on April 24, 2014 Mr. Hicks purchased three lots. Mr. Farrell noted the need to maintain the integrity of the Village zones, codes, and ordinances and does not see the need to change this zoning in this neighborhood. Mayor Fiorillo commented that it is acceptable for communities to consider rezoning lots such as this.

Applicant and owner Michael Hicks noted that he spoke with every adjacent property owner and he has lived in the neighborhood for a long time. He noted the other properties in the area do vary in zoning and would be appropriate for this rezoning.

8. Public Hearing No. 2

The purpose of the public hearing is to consider an official text amendment to the Pinehurst Development Ordinance Section 9.4.1.2 (b) Location and Design of Parking Areas/Stacking Lanes. This amendment will allow parking areas serving public parks to be graded gravel rather than paved. The applicant is the Village of Pinehurst.

Kevin Reed, Director of Planning and Inspections, introduced the need to hold a public hearing to consider a text amendment to the development ordinance. Mr. Reed explained the intent of this amendment would be to allow for gravel parking areas within the PC Zoning District. This amendment would especially allow for the entirety of the parking area at the West Pinehurst Community Park to be gravel. Mr. Reed noted the Planning and Zoning Board voted unanimously to recommend to Village Council that the amendment be approved.

There were no audience comments.

9. Motion to Adjourn the Public Hearing and Re-Enter the Regular Meeting.

Upon a motion by Councilmember Cashion, seconded by Councilmember Campbell, Council unanimously approved to adjourn the public hearing and re-enter the regular meeting by a vote of 5-0.

10. Consider a request for an extension of the preliminary plat approval for a 15-lot Major Subdivision located within The Country Club of North Carolina

Kevin Reed, Director of Planning and Inspections, introduced the request from John May, on behalf of East Lake Development, LLC, for an extension of the approval for the preliminary plat for a 15-lot Major Subdivision. He noted that pursuant to Section 9.17.1.6 (c) (1) the developer may request in writing to the Village Council a single one-year extension of the time limit, provided the request is made at least 30 days before the expiration date. Upon a motion by Councilmember Campbell, seconded by Councilmember Strickland, Council unanimously approved the request for an extension of the preliminary plat approval for a 15-lot Major Subdivision located within The Country Club of North Carolina by a vote of 5-0.

11. Discussion of the Deer Task Force Report.

Councilmember Strickland introduced the members of the Deer Management Task Force members. Councilmember Strickland outlined the process that the Village Council tasked the committee and he shared the survey and results conducted. Councilmember Strickland shared the Deer Management Task Force recommendations which included: enforcing the ordinance prohibiting the feeding of wildlife; holding public information programs to educate the public about ticks, deer on roadways, deer resistant plant material and best practices; conduct a loss control inspection with the NC League of Municipalities; and continued evaluation regarding a selective deer culling program. He explained that a final decision on whether or not to proceed with a selective culling program is not required at this time. Council held a discussion about the recommendations of the task force and posed questions to Councilmember Strickland. About the recommendations.

Audience member Stephanie Hill, attended for Maureen Horansky who had a family emergency. She shared two photos of deer who had been hit with a bow and arrow. She read the definition of culling from the dictionary and suggested sending an honest survey.

Audience member Geoffrey Spence noted he does not support culling and noted culling is a nice way to express killing. He noted seeing deer around his yard and how nice they are to have. He is fearful that a pet or child could get hurt in the process of culling.

Audience member David Jenkins, thanked the task force for their work and suggested that urban and suburban deer are invasive pests. He projected in 5 years the deer population could increase to 5,000. Mr. Jenkins suggests deer car accidents are underreported and he did agree with the landscape deterrents. He suggested trapping and killing as another option to consider but agreed that it needs to be a safe means.

Audience member Mary Whitmire, a one year resident of Pinewild, expressed concerns about the culling program in Pinewild and the possibility of culling in the Village. She questioned the number of complaints and the lack of documentation. She noted concern of the ways the deer would be culled and killed. Ms. Whitmire asked if investing money for killing is who we are as the Village and she asked the Village and task force to reconsider the results of the survey.

Audience member Denise Roberts recognized the task force for volunteering and noted that she does not believe we have a deer problem after living here for 15 years. Ms. Roberts supports educating the public but not culling. She asked the Village Council to extend the research for 12 additional months.

Audience member Kathryn Riffle explained she does not support culling and she referred to the inaccuracy of the survey. Ms. Riffle requested a list of the people that called the Village wanting to kill or cull the deer. Ms. Riffle commented that aggressive dogs are the issue and that deer are not a problem for the community.

Audience member Christine LaFavre from Shaw Road thanked the task force and Village Council for trying to solve a problem. Ms. LaFavre believes we have too many deer in the area and would like something to be done in a humane way before it becomes a larger problem.

Council determined not to take action and explained a decision on the recommendations would be determined at a future Council meeting.

12. Discuss and consider a budget amendment for police body cameras and segways.
John Frye, Financial Services Director presented Council with a budget amendment for police body cameras and segways. He noted that the Police Department and Information Technology Department researched the items and obtained quotes on the equipment and the amendment would provide funding for 20 body cameras for Police personnel, two (2) Segway patrol vehicles, and an additional computer server to store the body camera video footage. Councilmember Cashion and Councilmember Campbell noted their interest in purchasing both the cameras and the Segways. Councilmember Strickland noted privacy issues with police cameras and Chief Phipps said we would model our policy from the international police chief's association policy. The Chief explained the timeline for the policy, training, and implementation would allow Pinehurst to be live in February. Upon a motion by Councilmember Cashion, seconded by Councilmember Phillips, Council unanimously approved Ordinance 14-40 amending the budget for the Village of Pinehurst for fiscal year 2015 to fund body cameras and Segways for Police personnel by a vote of 5-0. (A copy of the ordinance can be found in the Ordinance Book.)

13. Other Business
- Upon a motion by Councilmember Campbell, seconded by Councilmember Strickland, Council unanimously approved Ordinance 14-42 amending the Pinehurst Development Ordinance as it pertains to Section 9.4.1.2 (b) location and design of parking areas/stacking lanes for the Village of Pinehurst by a vote of 5-0. (A copy of the ordinance can be found in the Ordinance Book.)
- Upon a motion by Councilmember Cashion, seconded by Councilmember Phillips, Council approved Ordinance 14-41 amending the Official Pinehurst Zoning Map for 320 Thorne Road from R-20 to R-10 by a vote of 4-1, with the dissenting vote cast by Councilmember Strickland. (A copy of the ordinance can be found in the Ordinance Book.)
- Interim Village Manager Jeff Batton suggested selecting dates for the Village Council Quarterly Work Sessions. He suggested setting the date on the third Tuesday of those months, which would be January 20, April 21, July 21, and October 20. Council agreed to do this and to hold these meetings at 4:30pm.

14. Comments from attendees.
- Audience member Gerard Frederique of 38 West Lake Point Drive noted that he has a chronic storm water problem and it is impacting his property and others around him. He would like the Village to take a close look at this.

15. Motion to Adjourn.
Councilmember Cashion moved to adjourn the Regular Meeting. The motion was seconded by Councilmember Strickland and carried unanimously. The Regular Meeting adjourned at 6:25 p.m.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

CONSIDER A RESOLUTION APPOINTING A MEMBER TO THE BEAUTIFICATION COMMITTEE (MCKENZIE).

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

DATE OF MEMO:
1/21/2015

MEMO DETAILS:
This item is to consider the appointment of Amy McKenzie to the Beautification Committee. Molly Rowell and I interviewed Amy and Molly is very interested in her appointment.

The Beautification Committee is not restricted to a set number of members however, the seat of Keith McDaniel, whose term recently expired, was not filled. This appointment would bring their membership total back up to 14.

Amy currently serves on the CAC and her term expires in April. She is not eligible for re-appointment to that committee having served three terms.

A resolution for her appointment is accompanies this memorandum.

ATTACHMENTS:

Description

- Amy McKenzie's application
- Resolution 15-08 Beautification Appointment

RESOLUTION #15-08:

A RESOLUTION REGARDING AN APPOINTMENT TO THE VILLAGE OF PINEHURST BEAUTIFICATION COMMITTEE.

THAT WHEREAS, on the 16th day of November, 2010, the Village of Pinehurst established a Village of Pinehurst Beautification Committee by Resolution #10-35; and

WHEREAS, the Village Council of Pinehurst is desirous of adding to the membership of this committee;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina a regular meeting assembled on the 27th day of January, 2015, as follows:

SECTION 1. That the following appointment is hereby made to the Village of Pinehurst Beautification Committee for the term indicated:

Ms. Amy McKenzie is appointed as a member of the Village of Pinehurst Beautification Committee, effective January 27, 2015, said term to expire January 31, 2017.

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

THIS RESOLUTION passed and adopted this the 27th day of January, 2015.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By:______________________________
Nancy Roy Fiorillo, Mayor

Attest: Approved as to Form:

____
Lauren M. Craig, Village Clerk

____
Michael J. Newman, Village Attorney

CONSIDER APPOINTMENTS TO THE LOCAL FIREFIGHTER'S RELIEF FUND BOARD OF TRUSTEES.

ADDITIONAL AGENDA DETAILS:

FROM:
Carlton Cole, Fire Chief

CC:
Jeff Batton, Interim Village Manager

DATE OF MEMO:
1/16/2015

MEMO DETAILS:
The North Carolina General Assembly established a fund in 1907 known as the State Relief Fund for Fireman (Firefighter’s Relief Fund). The Firefighter’s Relief Fund is financed and administered through the North Carolina Department of Insurance, Office of State Fire Marshal. Insurance companies conducting business in a fire district are required to report to the Secretary of Revenue each year an account of all premiums collected and received from all fire and lightning insurance sold within that district and to remit a 0.005% tax on these premiums to finance the Firefighter’s Relief Fund. N.C.G.S. 105-228.5(d) (4).states that Cities, town, sanitary districts, rural fire districts, and other political subdivisions (hereafter referred to as "cities") with an organized fire department may be eligible to receive funds to support a local firemen's relief fund.

A local Firefighter’s Relief Fund Board of Trustees shall be elected to control the local funds. The Firefighter’s Relief Fund Board of Trustee's is comprised of five (5) people: two shall be elected by the fire department, two shall be elected by the city governing body and one shall be appointed by the Insurance Commissioner. One of the elected board members will be chosen to serve as the Relief Fund Treasurer, who is covered by a bond provided by the state. A board member's term shall be as follows: the fire department and City/County Commissioners shall hold an election each January to elect their representatives to the board. One member will serve for two years and one member will serve for one year. Thereafter, each year in January they shall elect only one member and his/her term of office shall be for two years. The Commissioner of Insurance appointee shall serve at the pleasure of the Insurance Commissioner. Members of the Local Firefighter’s Relief Fund Board of Trustees must be a resident of the fire district.

Expenditures of local funds must be approved by the North Carolina State Firemen's Association to ensure the local fund remains actuarially sound. The trustees are required to keep records of all funds received and disbursed and to render reports to the North Carolina State Firemen's Association annually.

I am requesting that the Village Council consider Virginia F. Fallon for a two year term and Andrew Wilkison for a one year term as the Village Council appointees to the Local Firefighter’s Relief Fund Board of Trustees. Both have agreed to serve in this capacity if selected. The current Fire Department appointees are James Reynolds and Randy Cox. Doris Andrews has been appointed by the Commissioner of Insurance

Please contact me with questions.

CONSIDER PROPOSED CHANGES TO FEES AND CHARGES SCHEDULE.

ADDITIONAL AGENDA DETAILS:

FROM:
John Frye

CC:
Jeff Batton & Natalie Dean

DATE OF MEMO:
1/19/2015

MEMO DETAILS:
The Village's Fees and Charges Policy calls for the periodic review of all fees and charges. Based on that policy, our staff has conducted a review of the Village's Fees and Charges Schedule and recommends making several modifications to the schedule. This year we focused our review on the areas of Planning & Inspections and Parks & Recreation.

In Planning & Inspections, we worked with Kevin Reed and his staff to conduct a comprehensive review of their fees. The adoption of the new PDO necessitated the removal of a few fees and changes to some remaining fees. Kevin and his staff also conducted time studies and process reviews to determine if the fees currently being charged are in line with the staff time involved to complete the related tasks. He also reviewed the fees charged by other jurisdictions for planning and inspection services to ensure that our fees are in line with our peers.

In Parks & Recreation, most of the fee changes involve the Arboretum. Mark Wagner and his staff have observed that the Arboretum is becoming a popular wedding venue, much like the Fair Barn. The majority of the changes in this section are designed to package the Arboretum rentals in a manner that is similar to the Fair Barn and in line with pricing from competing venues.

There are also several new fees in Recreation related to temporary use permits. The responsibility for the issuance of temporary use permits has been transferred from the Planning Department to Parks & Recreation. This year several new fees are being added to the schedule to establish charges that better reflect the costs the Village incurs for events based on their relative size.

Details of each recommended change to the fee schedule that was submitted by Senior Staff is provided in the attached "Changes to Fees & Charges" spreadsheet. The spreadsheet provides the current fee, proposed fee, any increase or decrease, percent change, and a brief explanation for the change.

All of the proposed fee changes, if approved, will become effective July 1, 2015. Mark Wagner, Kevin Reed, and I plan to attend the meeting to address any questions you may have.

ATTACHMENTS:

	Description
🗋	Changes to Fees and Charges
🗋	Resol 15-07 Amending Fees and Charges Schedule
🗋	Exhibit A-Fees and Charges Schedule 07-01-2015

Village of Pinehurst
Fees & Charges Changes
Effective July 1, 2015

Fire (page 4)

	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Installation/Additions to Alarm or Sprinkler Systems	$ 100.00	$ -	$ 100.00	0%	Moving from Inspections to Fire
Fire Service					Hours for staff and equipment will be billed at the established rate as per the Village's Service Fee Policy for non-village sponsored event

Planning Fees (page 11)

	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Change Road Name	250.00	(150.00)	100.00	-60%	Closer to cost of providing the service
Clearing	30.00	5.00	35.00	17%	Closer to cost of providing the service
Permanent Sign	50.00	50.00	100.00	100%	Closer to cost of providing the service
Return Sign	10.00	15.00	25.00	150%	Closer to cost of providing the service
Street Cut	500.00	(500.00)	-	-100%	County assuming responsibility for paving street cuts related to water and sewer taps
Temporary Use	50.00	-	50.00	0%	Moving to Parks and Recreation
Well	100.00	(50.00)	50.00	-50%	Closer to cost of providing the service
Fence Exception	-	400.00	400.00	100%	New fee due to updated PDO
Special Use - Minor	400.00	(400.00)	-	-100%	Eliminating fee due to updated PDO

Village of Pinehurst
Fees & Charges Changes
Effective July 1, 2015

Parks & Recreation Fees

Recreation (pages 20-22)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Classes/Programs/Camps					The registration fee may be prorated by the Director of Parks & Recreation for participants who wish to attend after a class has started.
Non-Resident Family Membership (programs, classes and athletics only)	-	60.00	60.00	100%	New fee to meet demand of our expansion into more programming for seniors, out of town trips and programs for special populations. The fee is consistent with other communities.
Temporary Use Permit Fees:					
Application Fee (per event)	50.00	-	50.00	0%	Moving from Planning to Recreation
Late Application Fee (per event)	-	25.00	25.00	100%	Fee for application received within 45 days of event
Bleachers (per unit)	25.00	25.00	50.00	100%	New fees for all events requiring a Temporary Use Permit that are not organized or co-sponsored by the Village of Pinehurst
Street Closure (per barricade point)	-	50.00	50.00	100%	
Greenway Trail Use (per event)	-	50.00	50.00	100%	
Post Event Clean Up (per event)	-	100.00	100.00	100%	
On-site Staffing (three hour minimum)	-	-	-	100%	Duration and number of staff needed to be determined by P&R Director based on size and scope of event. Hourly rates will vary for staff scheduled to work an event.

Village of Pinehurst
Fees & Charges Changes
Effective July 1, 2015

Parks (pages 23-24)	**Current Fee**	**Increase (Decrease) In Fee**	**New Fee**	**% Change**	**Explanation**
Tufts Park - Non Resident Fee	250.00	75.00	325.00	30%	New fee for a Non-Resident use
Arboretum Lawn: The Arboretum Lawn rental rates include tables and chairs that the renter must set up and breakdown.					Arboretum usage is increasingly being used as a wedding destination, much like the Fair Barn and staff feels it should be treated more along those lines in terms of how we package the facility.
Timmell Pavilion-Resident (first 3 hours)	40.00	140.00	180.00	350%	If more than one amenity is requested to be used, the package rate will apply per day.
Timmell Pavilion-Non-Resident (first 3 hours)	-	240.00	240.00	100%	
Timmell Pavilion-each additional hour >3	-	40.00	40.00	100%	
Pergola Garden (Resident)	250.00	200.00	450.00	80%	
Pergola Garden (Non-Resident)	-	600.00	600.00	100%	
Magnolia Lawn (Resident)	250.00	100.00	350.00	40%	
Magnolia Lawn (Non-Resident)	-	450.00	450.00	100%	
Joyce's Meadow (Resident)	350.00	250.00	600.00	71%	
Joyce's Meadow (Non-Resident)	-	775.00	775.00	100%	
All Grounds (Resident)	-	775.00	775.00	100%	
All Grounds (Non-Resident)	-	1,000.00	1,000.00	100%	
Pergola Garden & Timmel Pavilion (Resident)	250.00	650.00	900.00	260%	
Pergola Garden & Timmel Pavilion (Non-Resident)	-	1,200.00	1,200.00	100%	
Magnolia Lawn & Timmel Pavilion (Resident)	250.00	650.00	900.00	260%	
Magnolia Lawn & Timmel Pavilion (Non-Resident)	-	1,200.00	1,200.00	100%	
Joyce's Meadow & Timmel Pavilion (Resident)	350.00	550.00	900.00	157%	
Joyce's Meadow & Timmel Pavilion (Non-Resident)	-	1,200.00	1,200.00	100%	
All Grounds & Timmel Pavilion (Resident)	-	1,200.00	1,200.00	100%	
All Grounds & Timmel Pavilion (Non-Resident)	-	1,600.00	1,600.00	100%	

Village of Pinehurst
Fees & Charges Changes
Effective July 1, 2015

Parks (page 24)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Set-up & Breakdown crew (per event)	-	200.00	200.00	100%	New fee for renters who want the Village to set up and breakdown tables and chairs.
Timmel Pavilion Deposit	-	100.00	100.00	100%	
Multiple Venue Deposit	-	200.00	200.00	100%	

Fair Barn (pages 14-15)	Current Fee	Increase (Decrease) In Fee	New Fee	% Change	Explanation
Holiday Premium	275.00	100.00	375.00	36%	Fee changes are based on staff research of other municipalities and venues that offer similar services and facilities.
Sound System	50.00	50.00	100.00	100%	
Chairs (Non-Resident & Commercial Renters Only)	1.50	1.50	3.00	100%	
Post-Event Cleaning (including co-sponsored and gratuitous events)	-	150.00	150.00	100%	
Prohibited Items (deducted from deposit)	-	100.00	100.00	100%	

RESOLUTION #15-07:

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 of 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 a regular meeting assembled on the 27th day of January, 2015, as follows:

SECTION 1. That the attached "Village of Pinehurst Fees and Charges Schedule," is hereby adopted effective July 1, 2015, 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 the 27th day of January, 2015.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By:______________________________
Nancy Roy Fiorillo, Mayor

Attest: Approved as to Form:

______________________________ ______________________________
Lauren M. Craig, Village Clerk Michael J. Newman, Village Attorney

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2015

ADMINISTRATION:

Council Adopted Date	Description	Fee/Charge	Unit
Other Charges			
12/2007	Copies	$0.10	per sheet
06/2010	Golf Cart Stickers	$5.00	per cart
	Municipal Code Copies:		
03/2004	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

Rental Fees for Use of Village Rooms

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.

Council Adopted Date	Description	Fee/Charge	Unit
	Deposit – Assembly Hall & Station 91 Conference Room:		
12/2007	Audio visual equipment is not utilized	$100.00	per event
12/2007	Audio visual equipment is utilized	$200.00	per event
	Rental Fee – Conference Room:		
	Up to 3 hours:		
12/2007	Resident	$25.00	per event
12/2007	Non-Resident	$50.00	per event
12/2007	More than 3 hours	$25.00	per hour
	Rental Fee – Assembly Hall & Station 91 Conference Room:		
	Up to 3 hours:		
12/2007	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

ADMINISTRATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
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 www.fema.gov/rrr/pa/fin_eq_rates.shtm.			

ENGINEERING:

Council Adopted Date	Description	Fee/Charge	Unit
Inspection Fees			
03/2004	New Roadway (Public and Private)	$0.75	per lane, per lf
03/2004	Widening of Existing Roadway	$0.75	per lane, per lf
03/2004	Fire Lanes on Private Property	$0.40	per lane, per lf
12/2004	Sidewalk and Pathways	$0.50	per lf
03/2004	Curb Cuts for Driveways	$50.00	per drive
03/2004	Stormwater Fees	$0.45 +$40.00	per lf of pipe plus per structure
03/2004	Lift STOP WORK ORDER and Reinitiate Infrastructure Inspections	$100.00	per violation
03/2004	Re-Inspection Fees	$70.00	per hour
Plan Review The base fee for plan review includes 2 draft reviews and 1 mylar signoff. Third and subsequent review fees are for plans that require additional review due to failure to correct deficiencies and incorporate review comments. These fees must be paid in advance of the subsequent reviews being performed.			
03/2004	Single Family Subdivision	$300.00 + $100.00	per plan plus per lot
03/2004	Commercial/Multi-Family	$300.00 + $100.00	per plan plus per acre
03/2004	Third and Subsequent Review	$300.00	per review
03/2004	Revision Review after Mylar Signoff	$100.00	per review
Other Reviews			
12/2004	Flood Study	$1,000.00	per study
12/2004	Traffic Impact Review	Cost plus 10%	per review

FIRE:

Council Adopted Date	Description	Fee/Charge	Unit
Inspection (Non-Residential)			
10/2001	Initial Inspection	No Charge	
01/2013	1st Re-Inspection	No Charge	
01/2013	2nd Re-Inspection - Corrections Made	No Charge	
01/2013	2nd Re-Inspection - No Corrections Made	$100.00	per inspection
01/2013	3rd and Subsequent Inspections With No Corrections Made	$250.00	per inspection
Fire Prevention Permits The fees set forth in this section are fixed for the issuance of the permits required by the Fire Prevention Code.			
01/2015	Installation/Additions to Alarm or Sprinkler Systems	$100.00	first 100 heads/devices $0.50 per additional device
10/2001	Installation or Removal of AGST (Above Ground Storage Tanks) or UGST (Underground Storage Tanks)	$50.00	per permit
10/2001	Fireworks Display	$50.00	per permit
10/2001	Any Other Permits Required but not Listed Above	$25.00	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.			

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			
12/20094	Copy of already created map up to 8.5 x 11	$2.00	per map
12/20094	Copy of already created map up to 11 x 17	$6.00	per map
12/20094	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, 2015

INSPECTIONS:

Council Adopted Date	Description	Fee/Charge	Unit
New Construction and Additions			
	Residential:		
03/2004	Building	$0.18	per square foot (sf)
03/2004	Electrical	$0.06	per sf
03/2004	Mechanical	$0.05	per sf
03/2004	Plumbing	$0.05	per sf
03/2004	Insulation	$0.03	per sf
	Non-Residential:		
03/2004	Building	$0.40	per sf
03/2004	Electrical	$0.07	per sf
03/2004	Mechanical	$0.07	per sf
03/2004	Plumbing	$0.07	per sf
03/2004	Insulation	$0.04	per sf
12/2006	Minimum Fee	$100.00	per inspection, per trade
03/2004	Compliance Inspection	$100.00	per inspection, per trade
Change-Outs and Upgrades			
	Electrical (Residential and Non-Residential):		
01/2011	Change Out and Upgrade	$50.00	per unit
03/2004	Electrical Service Upgrade	$100.00	per 200 amperage
	Mechanical (Residential):		
01/2011	Change Out and Upgrade	$50.00	per unit
01/2011	Gas Piping	$50.00	per unit
	Mechanical (Non-Residential):		
03/2004	Change Out and Upgrade	$100.00	per 10 ton
03/2004	Gas Piping	$100.00	per unit
	Plumbing:		
01/2011	Change Out and Upgrade	50.00	per unit
	Framing:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit
	Insulation:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit
	Irrigation:		
06/2013	Residential	$50.00	per unit
06/2013	Non-Residential	$100.00	per unit

INSPECTIONS (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Demolition			
12/2009	Application for Exterior & Interior Demolition	$100.00	per 1,000 sf
03/2004	Application for Structure Relocation	$50.00	per application
Other Fees			
03/2004	Application to Lift a STOP WORK ORDER	$200.00	per application
03/2004	Work Performed Without a Permit	Double permit fee	per violation
03/2004	Siding Installation	$50.00	per application
01/2011	Temporary Power for HVAC	$100.00	per unit
01/2011	Misc. Additional Wiring	$50.00	per unit
01/2011	Home Day Care and Foster Home Inspection	$100.00	per unit
01/2011	ABC Permit Inspection	$100.00	per unit
01/2011	Home Health and Day Care	$100.00	per unit
01/2011	Temporary Pole	$60.00	per unit
	Application for Mobile Home Permit (includes tie down, electrical, plumbing and HVAC):		
01/2011	Single Wide	$150.00	per unit
01/2011	Double Wide	$200.00	per unit
Re-Inspection Fees			
01/2011	First Offense	$50.00	per unit
03/2004	Second Offense	$100.00	per inspection
03/2004	Each Time After Second Offense	Double previous fee	per inspection
Special Extra Inspection Fees			
12/2006	Residential	$50.00	per inspection, per trade
12/2006	Non-Residential	$100.00	per inspection, per trade

INSPECTIONS (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Tents			
01/2011	Residential	$50.00	per unit
01/2011	Non-Residential	$100.00	per unit
The Non-Residential tent inspection fee will be waived if the tent is being used for a horse show.			

PLANNING:

Council Adopted Date	Description	Fee/Charge	Unit
Amendment Petition			
03/2004	Comprehensive Land Use	$300.00	per application
03/2004	Pinehurst Development Ordinance	$400.00	per application
Amendment to the Zoning Map (Rezoning or Conditional Use) – General Use District			
01/2013	Residential – Less than 5 acres	$250.00 + $100.00	per application plus per acre
01/2013	Residential – More than 5 acres	$300.00 + $100.00	per application plus per acre
01/2013	Non-Residential	$350.00 + $100.00	per application plus per acre
01/2013	Overlay	$300.00 + $100.00	per application plus per acre
Board of Adjustment			
03/2004	Request for a Variance	$400.00	per application
01/2013	Appeal of an Administrative Decision	$400.00	per application
01/2013	Appeal of the Historic Preservation Commission	$400.00	per application
12/2006	Failure to Appear for Hearing Without Notice	Actual cost	per Court Recorder invoice

PLANNING (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Documents and Maps			
03/2004	Comprehensive Long Range Plan (paper copy)	$35.00	per document
03/2004	PDO (paper copy)	$30.00	per document
12/2007	Zoning Map	$20.00	per map
Site Plan Approval Site plan approval may require engineering review. When engineering review is needed, the Village will advise the applicant and the applicant will be responsible for paying the engineer's fees and charges. See the Engineering section of the Fees and Charges Schedule for the applicable fees.			
 03/2004 03/2004	**Minor Site Plan:** Single Family Home Commercial/Multi-Family	 $225.00 $400.00 + $100.00	 per application per application plus per acre
03/2004	Major Site Plan	$600.00 + $100.00	per application plus per lot
03/2004	Re-review Fee (after second review)	Previous fee	per review
03/2004	Accessory Structure - Residential - All Sides Less Than 12'	$50.00	per application
01/2011	12' x 12' or greater	$225.00	per application
01/2013	Small additions 10'X5' or smaller	$50.00	per application
Special Use Permit			
03/2004	Major Special Use	$600.00	per application

PLANNING (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Subdivision of Land			
	Preliminary Plat – Major Subdivision:		
03/2004	Less than 5 acres	$300.00 + $100.00	per application plus per lot
03/2004	More than 5 acres	$600.00 + $100.00	
	Final Plat:		
03/2004	Exempt Subdivision	$25.00	per application
03/2004	Minor Subdivision	$150.00	per application
03/2004	Major Subdivision	$150.00 + $10.00	per application plus per lot
Other Fees			
03/2004	Bulk Heads, Docks on Lakes	$50.00	per application
03/2004	Change an Address	$35.00	per application
1/2015	Change a Road Name	$100.00	per application plus cost of signs
01/2015	Clearing	$35.00	per permit
03/2004	Decks, Pools, Spas, and Gazebos	$100.00	per application
03/2004	Driveway	$50.00	per permit
01/2011	Fences, Walls, Arbors and Patios (using 5' encroachment)	$50.00	per application
01/2015	Fence Exception	$400.00	per application
03/2004	Home Occupation	$50.00	per permit
03/2004	Homeowner's Recovery Fee	$10.00	per application
01/2015	Permanent Sign	$100.00	per application
12/2005	Propane Tank	$25.00	per application
01/2015	Return of Sign Removed from Right-of-Way (signs will be stored for a minimum of 5 business days before disposal)	$25.00	per sign
01/2015	Well	$50.00	per permit
03/2004	Zoning Certification Letter	$35.00	per application
03/2004	Zoning Compliance Letter	$35.00	per application
12/2005	Zoning Compliance Re-Inspection	$50.00	per application
12/2005	Zoning Use	No Charge	per permit

In addition to the fees and charges for each application or permit, Applicants must comply with all bonding requirements established by the Village of Pinehurst. Bonding requirements can be found in the applicable application packets.

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2015

POLICE:

Council Adopted Date	Description	Fee/Charge	Unit
Miscellaneous Fees			
	Parking Ticket:		
12/2004	Overtime Violation	$5.00	per ticket
12/2004	Other Parking Violations	$10.00	per ticket
05/2009	Door-To-Door Peddling, Soliciting, Canvassing Permit	$10.00	per application
05/2009	Door-To-Door Peddling, Soliciting, Canvassing Special Permit	No Charge	per application
12/2009	Precious Metals Dealer Permit	$180.00	per application
12/2009	Precious Metals Registered Employee	$10.00 $3.00	initial application per employee 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			
	Refuse:		
01/2014	48 Gallon Cart	$48.00	per additional cart
01/2014	64 Gallon Cart	$50.00	
01/2014	96 Gallon Cart	$55.00	
	Recycle:		
01/2014	64 Gallon Cart	$50.00	per additional cart
01/2014	96 Gallon Cart	$55.00	
	Yard Debris:		
01/2014	96 Gallon Cart	$55.00	per additional cart
01/2014	Bulk Load Pick Up	$150.00	first load per trip
01/2014		$75.00	extra load per trip
***Bulk load pick-up will only be provided to developed lots with established homes. Only one extra load per trip will be allowed.**			

VILLAGE OF PINEHURST
FEES AND CHARGES SCHEDULE
EFFECTIVE JULY 1, 2015

RECREATION – FAIR BARN:

Council Adopted Date	Description	Fee/Charge	Unit
Facility Rental			
01/2013	**Base Fee Full Day (14 hours or less) *:** Resident Non-Resident Non-Profit Commercial	$1,375.00 $1,750.00 $1,750.00 $2,000.00	per day
01/2013	**Base Fee Weekday (8 hours or less) *:** Resident Non-Resident Non-Profit Commercial	$785.000 $1,000.00 $1,000.00 $1,150.00	per day
09/2013	Corporate Meeting	$785.00 $485.00	greater than 4 hours less than 4 hours
Other Facility Rental Fees			
01/2013	Additional Hours	$150.00	per hour
***Weekend rental is for Friday – Sunday for a 14 hour rental period. Weekday rental is for Monday-Thursday only within the specified time frame. 8 hour max for weekday events. Additional hours will be billed at $150/hour.**			
Special Use			
12/2003	Base Fee	Determined with the approval of the Parks & Recreation Director	
Other Fees			
12/2003	Admission Charged	10%	gross sales
12/2003	Cancellation (90 days or less)	100% retained	per deposit
12/2003	Cancellation (91 days or more)	50% retained	per deposit
 02/2009 01/2015 01/2015	Chairs (includes set-up) Resident Non-Resident Commercial	 $1.50 $3.00 $3.00	per chair
01/2015	Kitchen Cleaning/Trash Removal (including co-sponsored and gratuitous events)	$150.00	per event

<u>RECREATION – FAIR BARN (continued):</u>

Council Adopted Date	Description	Fee/Charge	Unit
	Dance Floor (21'x24' maximum available):		
12/2003	Whole	$300.00	per day
02/2009	Section	$5.00	per section per day
12/2009	Easels	$5.00	per easel per day
12/2007	Event Parking	Determined by Event Coordinator	
12/2003	Deposit (Security/Damage)	$500.00	per event
09/2013	Corporate Meeting Deposit	$250.00	per event
01/2015	Holiday Premium **	$375.00	per day
06/2013	Picnic Tables	$20.00	per table
12/2009	Pipe & Drape	$10.00	per section per day
01/2015	Prohibited Items (deducted from deposit)	$100.00	per event
01/2011	Setup/Breakdown Fee for items used off site	$200.00	per use
01/2015	Sound System	$100.00	per event
12/2009	Stage (4'x8' Section)	$15.00	per section per event
12/2009	Stage (24' x 16' Full)	$180.00	per event
12/2007	Tables (includes set-up)	$9.00	per table
12/2003	Vendor/Exhibitor	$25.00	per vendor/exhibitor
01/2012	Video Projector	$100.00	per day
01/2011	Video Projector Screen (12' x 12')	$100.00	per day

** 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

	Categories of Renters:
12/2003	<u>Commercial:</u> Any individual, sole proprietorship, corporation, business or other entity that operates with a "for-profit" motive.
09/2013	<u>Corporate Meeting:</u> Any Commercial or Non-Profit renter using the facility Monday through Friday 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.

RECREATION – FAIR BARN (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Fair Barn Fees and Charges Definition			
	Categories of Renters (continued):		
12/2003	Non-Resident: Non-commercial, private individual that does not own property within the corporate limits of the Village of Pinehurst.		
12/2003	Non-Profit: Any organization assigned an IRS tax status of 501(c)3, (c)4, (c)5, (c)6 or (c)7.		
12/2003	Resident: Non-commercial, private individual that resides or owns property within the corporate limits of the Village of Pinehurst.		
The Village of Pinehurst reserves the right to define the renter category based on the usage.			
Other Definitions			
12/2003	Deposit: 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 all or a part of the deposit per the Fee Schedule.		
12/2003	Base Fee: Minimum charge paid by all renters of the Fair Barn. Base fee must be paid in full at least five 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.		
12/2003	Other Fees: 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 five business days prior to rental.		
12/2003	Sponsored/Co-Sponsored: Events presented by, or coordinated with, a department of the Village of Pinehurst.		
12/2003	Special Use: 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.		

RECREATION – HARNESS TRACK:

Council Adopted Date	Description	Fee/Charge	Unit
Ground Use			
09/2001	One Infield - without Show Rings	$150.00 $100.00	per day ½ day (4 hrs. max)
01/2012	One Infield – with Show Rings	$250.00 $185.00	per day ½ day (4 hrs. max)
01/2012	Two Infields – without Show Rings	$300.00 $175.00	per day ½ day (4 hrs. max)
01/2012	Two Infields – with Show Rings	$350.00 $250.00	per day ½ day (4 hrs. max)
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)			
01/2013	Full Season	$825.00	per stall
01/2011	Monthly (No Proration Allowed)	$300.00	per stall
Standardbred Training (Other Fees)			
01/2013	Grooms Quarters - Improved	$100.00	per month
01/2013	Grooms Quarters - Unimproved	$70.00	per month
01/2013	Grooms Quarters Cleaning Fee	$50.00	per room
02/2009	Additional Occupant	$30.00	per month
02/2009	Manure Pile Removal	$25.00	per pile
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
01/2012	Paddock Fee	$25.00	per paddock per show

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Horse Shows (continued)			
01/2004	Stall Clean Out	$6.00	per stall
01/2011	Show Ring Incentive Program (promoters participating in incentive program will have tack stall fees waived for five years) (Resolution #10-36)	Waived	five (5) years
01/1997	Vendor Fee	$25.00	per vendor per show
Stall Rental Rates are per stall, per weekend, max of 3 nights			
01/2013	Stall Rental (less than 100)	$40.00	
01/2013	Stall Rental (more than 100)	$35.00	
01/2012	Stall Rental (501c(3) Organization)	$20.00	
01/2013	Tack Stall Rental	$35.00	
01/2013	Additional Stall Nights over 3 Nights	$15.00	per stall, per night
Other Fees			
01/1997	Admission/Parking Charge	10% of gate, if admission/parking is charged	
01/2012	Oversize Vehicle Parking (RV)	$20.00	per night (maximum stay of 7 days)

RECREATION – HARNESS TRACK (continued):

Council Adopted Date	
Harness Track Fees and Charges Definitions	
01/2012	Ground Use Fee: 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	Clean Up Deposit: 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	Standardbred Fee: 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.
01/2014	Horse Shows: 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	Other: Tack Shop, Track Restaurant, Blacksmith Shop, and Trailer Space each have their own lease agreements, which are renewed annually with an adjustment according to the Consumer Price Index (CPI).

RECREATION – PARKS and RECREATION:

Council Adopted Date	Description	Fee/Charge	Unit
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.			
01/2015	Non-Resident Family Membership	The cost of this membership is $60 and is good for one year from the date payment and application are received. It entitles every member of the family (Parents/Children) to register at the Resident rate for all Athletic Events, Athletic Leagues, Classes and Programs.	
Athletic Events The athletic events fee may be waived for youth at the discretion of the Director of Parks and Recreation.			
01/1997	Team Fee (Resident and Non-Resident)	$20.00 plus direct costs	per team
	Individual Fee:		
01/1997	Resident	$5.00 plus direct costs	per individual
01/2011	Non-Resident	Two times the resident fee	per individual
Athletic Leagues			
	Team Fee:		
01/1997	Resident	$40.00 plus direct costs	per team
12/2008	Non-Resident	$40.00 plus direct costs plus $20.00 per non-resident on roster	per team
	Individual Fee:		
06/2013	Resident	$20.00	per individual
06/2013	Non Resident	$40.00	per individual
Classes/Programs The registration fee may be prorated by the Director of Parks & Recreation for participants who wish to attend after a class has started.			
01/1997	Resident	$5.00 plus direct costs	per participant
12/2008	Non-Resident	Two times the resident fee	per participant

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Youth Day Camps The weekly rates for Youth Day Camps will be calculated and published in the Spring/Summer Program Guide. 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 Director of Parks & Recreation for participants who wish to attend after a class has started.			
06/2013	Resident	$10.00 plus direct costs	per participant
12/2008	Non-Resident	One and a half times the resident fee	per participant
12/2007	Deposit	$15.00	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	10%	gross sales
06/2013	Chairs	$1.50 set up by renter $3.00 set up by Village staff	per chair
06/2013	Tables	$4.50 set up by renter $9.00 set up by Village staff	per table
06/2013	Stage (4’x8’ Section)	$15.00	per section per event
06/2013	Stage (24’x16’ Full)	$180.00	per event
06/2013	Stage Setup/Breakdown	$200.00	per stage use
06/2013	Vendor/Exhibitor	$25.00	per vendor/exhibitor
06/2013	Sound System	$50.00	per event

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Facility Rental			
01/2012	Facility Rental Supervisor	$25.00 $10.00	first two hours each additional hour
06/2013	**Athletic Facilities:** Resident	$15.00 $30.00	per game/hour without lights per game/hour with lights
06/2013	Non-Resident	$25.00 $50.00	per game/hour without lights per game/hour with lights
12/2008	Bleachers (Resident and Non-Resident)	$25.00	per bleacher per day
06/2013	**Cannon Park Picnic Shelter:** Resident	$25.00 $15.00	first three hours each additional hour
06/2013	Non-Resident	$50.00 $15.00	first three hours each additional hour
Temporary Use 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 Director of Parks & Recreation based on size and scope of event. Hourly rates will vary for staff scheduled to work an event.	

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Village Parks 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 grounds. 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 grounds are properly cleaned by the user following the event and no damage to the grounds has occurred. **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.**			
Timmell Pavilion Only (includes tables and chairs)			
01/2015	**Pavilion rental:** Resident Non-Resident Resident and Non-Resident	 $180.00 $240.00 $40.00	 first three hours first three hours each additional hour
Grounds Only (includes tables and chairs)			
01/2015	**Pergola Garden:** Resident Non-Resident	 $450.00 $600.00	per day
01/2015	**Magnolia Lawn:** Resident Non-Resident	 $350.00 $450.00	per day
01/2015	**Joyce's Meadow:** Resident Non-Resident	 $600.00 $775.00	per day
01/2015	**All Grounds:** Resident Non-Resident	 $775.00 $1,000.00	per day

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Rental Fees for Use of Village Parks (continued)			
Grounds & Pavilion Rental (includes tables and chairs)			
01/2015	**Pergola Garden & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**Magnolia Lawn & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**Joyce's Meadow & Timmel Pavilion:** Resident Non-Resident	 $900.00 $1,200.00	per day
01/2015	**All Grounds & Timmel Pavilion:** Resident Non-Resident	 $1,200.00 $1,600.00	per day
Staff			
01/2015	Set up/Breakdown crew for tables and chairs	$200.00	per event
Deposit			
01/2015	Timmel Pavilion only Deposit	$100.00	per event
01/2015	Multiple Amenities/Venues Deposit	$200.00	per event
Tufts Memorial Park			
06/2013	Deposit	$100.00	per event
06/2013	Resident	$250.00	per day
01/2015	Non-Resident	$325.00	per day
Special Events At the discretion of the Director of Parks and Recreation, a fee may be established for special events based on direct costs.			
01/1997	Resident and Non-Resident	No charge	per participant

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	Description	Fee/Charge	Unit
Workshops			
01/1997	Resident	$5.00	per participant
12/2008	Non-Resident	Two times the resident fee	per participant
Trips			
	Using Non-Village Owned Vehicle:		
01/1997	Resident	$5.00 plus direct costs	per participant
01/1997	Non Resident	$10.00 plus direct costs	per participant
	Using Village Owned Vehicle:		
01/1997	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
Other Fees			
12/2008	Overnight Parking (Resident and Non-Resident)	$2.00	per car per night

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	Athletic Events: 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	Athletic Leagues: Organized sport related programs that encompass a certain number of teams.
01/1997	Classes: Programs that require more than one meeting time to complete.
12/2007	Day Camp Deposit: Amount due at registration to secure slot for each participant, per session. Deposit is non-refundable.
01/1997	Facility Rental: Fee charged for the use of Village owned property.
01/2012	Facility Supervisor: 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	Indigent Youth: Child under the age of 18 and still enrolled in school who, or whose parents or guardian, are receiving governmental financial assistance.
01/1997	Non-Resident: 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	Resident: A person who resides inside the Village limits of Pinehurst or whose parents or guardian, pays Village of Pinehurst Property taxes.
01/1997	Special Events: 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	Trips: Organized travel for a specific purpose.
01/1997	Workshops: One-day programs that are limited to a set minimum and maximum.

RECREATION – PARKS and RECREATION (continued):

Council Adopted Date	
12/2008	**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 $5.00 administrative fee and any non-refundable deposits that may be applicable.

When an adult athletic team has canceled under circumstances that qualify the team for a refund, the refund will be 75% of the team's registration fee. The $20 fee for non-resident team members is not refundable.

If a registrant cancels participation in a trip, a full refund, less a $5.00 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.

The Director of Parks and Recreation will determine refunds in any special circumstance not addressed by this policy.

VILLAGE- WIDE:

Council Adopted Date	
07/2013	
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.	

CONSIDER AWARDING THE AUDIT CONTRACT FOR FY 2014-2015.

ADDITIONAL AGENDA DETAILS:

FROM:
John Frye

CC:
Jeff Batton & Natalie Dean

DATE OF MEMO:
1/21/2015

MEMO DETAILS:
Each year at this time we award the Village's audit contract to an independent auditor in accordance with North Carolina General Statutes. Based upon the professional service we have received from our current auditors, I recommend the Village continue its relationship with the firm Dixon Hughes Goodman, LLP which is located in Southern Pines.

The proposed base fee of $22,450 is the same fee as charged for the previous year. In addition to this base amount, our auditors estimate that it will take approximately 40 additional hours at their standard rate of $150 per hour to comply with the risk assessment standards bringing the total estimated contract amount to $28,450. Funding for this contract will be appropriated in the FY 2015-16 Budget.

As the Village's financial staff is able to complete a majority of the work in-house, we are able to maintain the audit fee at what I consider to be a very reasonable amount. Therefore, I recommend the Village Council approve the attached audit contract with Dixon Hughes Goodman in the amount of $28,450.

As always, should you have any questions about the contract please feel free to give me a call.

ATTACHMENTS:

	Description
🗋	DHG Contract Documents 2014-15

LGC-205 (Rev. 2014)

CONTRACT TO AUDIT ACCOUNTS

Of Village of Pinehurst

Governmental Unit and Discretely Presented Component Unit (DPCU) if applicable

On this 29th day of December, 2014,

Auditor: Dixon Hughes Goodman LLP Auditor Mailing Address:

130 Turnberry Way, Pinehurst, North Carolina 28374 Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board (s)) of

Village of Pinehurst : hereinafter referred to as the Governmental Unit (s), agree as follows:
Governmental Unit (s)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2014, and ending June 30, 2015. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCU's, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

   County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

   If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2015. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the LGC for approval.

7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC**. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent to: lgc.invoice@nctreasurer.com . Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [*For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards*] N/A

Audit $22,450 plus application of risk assessment standards at our standard hourly rate of $145-$150/hr., compliance work for Single Audit at $145-$150/hr., and additional fees for items listed in Appendix A.

Preparation of the annual financial statements N/A

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. The 75% cap for interim invoice approval for this audit contract is $ 20,400 **** NA if no interim billing**

10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.

12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.

13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements are used in the preparation of official statements for debt offerings (the Auditors' opinion is not included) by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the

Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless, another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and Invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: https://www.nctreasurer.com/slg/lfm/forms-instructions/Pages/Annual-Audit-Forms-and-Resources.aspx

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor

15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is http://nctreasurer.slgfd.leapfile.net No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment. See attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.

19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is http://nctreasurer.slgfd.leapfile.net Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of April, 2014. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.

20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

22. Municipal & County Contracts: The Auditor acknowledges that any private employer transacting business in this State who employs 25 or more employees in this State must, when hiring an employee to work in the United States, use E Verify to verify the work authorization of the employee in accordance with N.C.G.S. §64 26(a). The Auditor acknowledges further that any such private employer and its subcontractors must comply with all of the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (North Carolina's E-verify law), and that such private employer has a duty under the law to ensure compliance by its subcontractors. The Auditor further acknowledges that this contract is of the type governed by S.L. 2013-418, which makes it unlawful for a local government to enter into certain types of contracts unless the contractor and its subcontractors comply with North Carolina's E-verify law, and that failure to comply with such law could render this contract void. The Auditor hereby covenants, warrants and represents for itself and its subcontractors that with respect to this contract the Auditor and its subcontractors shall comply with the provisions of North Carolina's E-verify law and that failure to comply with such law shall be deemed a breach of this contract and may render this contract void.

23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

Contract to Audit Accounts (cont.) Village of Pinehurst

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Dixon Hughes Goodman LLP

Name of Audit Firm

By Jennifer W. Lambeth

Authorized Audit firm representative name: Type or print

Jennifer Lambeth

Signature of authorized audit firm representative

jennifer.lambeth@dhgllp.com

***Email Address of Audit Firm*:**

Date December 29, 2014

Governmental Unit Signatures:

By

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By

DPCU Chairperson: Type or print name and title

Signature of Chairperson of DPCU if applicable

Date

Unit Signatures (continued):

By N/A

Chair of Audit **Committee** - Type or print name

N/A **

Signature of **Audit Committee Chairperson**

Date N/A

*** *If Governmental Unit has no audit committee, this section should be marked "N/A."*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By John Frye

Governmental Unit **Finance Officer**: Type or print name

Finance Officer Signature

jfrye@vopnc.org

Email Address of Finance Officer

Date

(Pre-audit Certificate ***must be dated.****)*

Date Governing Body Approved Audit Contract - G.S. 159-34(a)

Board Approval Date – Primary Government

Board Approval Date - DPCU

DIXON HUGHES GOODMAN LLP
Certified Public Accountants and Advisors

December 29, 2014

Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374

We are pleased to confirm our understanding of the services we are to provide for the Village of Pinehurst (the "Village") for the year ended June 30, 2015. This attachment to item 17, "Contract to Audit Accounts" (LGC-205) is intended to further clarify certain provisions of the Contract.

AUDIT SERVICES

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Village as of and for the year ended June 30, 2015.

AUDIT OBJECTIVES

The objective of our audit is the expression of opinions as to whether the Village's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* ("OMB Circular A-133") and the *State Single Audit Implementation Act*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance; and, OMB Circular A-133 and the *State Single Audit Implementation Act* in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

130 Turnberry Way, Pinehurst, NC 28374 | T 910.692.8555 | F 910.692.4906 | dhgllp.com

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of OMB Circular A-133; and the *State Single Audit Implementation Act*, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133 and the *State Single Audit Implementation Act*, and other procedures we consider necessary to enable us to express such an opinion. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the Village's attorneys as part of the engagement, and they may bill the Village for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's written or verbal representations to an effective audit, you agree to release Dixon Hughes Goodman LLP and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

AUDIT PROCEDURES – INTERNAL CONTROLS

Our audit includes obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over financial reporting. Accordingly we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133 and the *State Single Audit Implementation Act*.

As required by OMB Circular A-133 and the *State Single Audit Implementation Act*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and the *State Single Audit Implementation Act*.

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and the *State Single Audit Implementation Act* require that we also plan and perform the audit to obtain reasonable assurance about whether the Village has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our reports on compliance issued pursuant to OMB Circular A-133 and the *State Single Audit Implementation Act*.

MANAGEMENT'S RESPONSIBILITIES

Management is responsible for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Village and the respective changes in financial position and, where applicable, cash flows in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. The responsibility for the financial statements and all representations contained therein remains with management and those charged with governance, which includes officers and directors of the Village. Management is also responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters. You also agree to provide us with any additional information that we may request from management for the purpose of the audit as well as unrestricted access to any person within the Village from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design, implementation and maintenance of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Village complies with applicable laws and regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. As required by OMB Circular A-133 and the *State Single Audit Implementation Act*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a Summary Schedule of Prior Audit Findings and a Corrective Action Plan if necessary.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit Objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

We understand that the Village's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

REQUIRED SUPPLEMENTARY INFORMATION

Our audit is for the purpose of forming an opinion on the financial statements taken as a whole. Accounting principles generally accepted in the United States ("GAAP") provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Law Enforcement Officers' Special Separation Allowance – Schedule of Funding Progress
3. Law Enforcement Officers' Special Separation Allowance – Schedule of Employer Contributions

Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

The Village's management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

SUPPLEMENTARY INFORMATION

We understand that the following supplementary information other than RSI will accompany the basic financial statements:

1. Combining non-major and fiduciary fund statements
2. Budgetary schedules for all funds required to adopt a budget other than the General Fund and annually adopted major special revenue funds
3. Schedule of Ad Valorem Taxes Receivable
4. Analysis of Current Tax Levy
5. Schedule of Transfers
6. Schedule of Expenditures of Federal and State Awards, if applicable
7. Schedules of Capital Assets used in the Operation of Governmental Funds

Such information is presented for the purpose of additional analysis of the financial statements and is not a required part of the basic financial statements. The Village's management is responsible for the fair presentation of the supplementary information. We will subject the supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves in accordance with auditing standards generally accepted in the United States of America.

Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Our responsibility is to report whether such information is fairly stated in all material aspects in relation to the basic financial statements taken as a whole. You agree to include our report on the supplementary information other than RSI in any document that contains, and indicates that we have reported on, the supplementary information other than RSI. You also agree to include the audited financial statements with any presentation of the supplementary information other than RSI that includes our report thereon or make the audited financial statements readily available to users of the supplementary information other than RSI no later than the date the supplementary information other than RSI is issued with our report thereon.

OTHER INFORMATION

Our audit is for the purpose of forming an opinion on the basic financial statements taken as a whole. We understand the Village will prepare schedules for inclusion in the Comprehensive Annual Financial Report. Such information is presented for the purpose of additional analysis and is not a required part of the basic financial statements. The Village's management is responsible for such information. We will not subject such information to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we will not express an opinion or provide any assurance on it.

MANAGEMENT'S RESPONSIBILITY FOR NONATTEST SERVICES

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. You are responsible for designing, implementing, and maintaining internal controls.

We will provide the following nonattest services:

- We will advise management about appropriate accounting principles and their application and will assist in preparation of the Village's basic financial statements. The responsibility for the basic financial statements and all representations contained therein remains with management, which includes members of the governing board.
- At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide to management the required electronic copy of the financial reporting package (including the basic financial statements, Schedule of Expenditures of Federal and State Awards, auditors' reports on internal controls and compliance, Schedule of Findings and Questioned Costs, Corrective Action Plan (if required) and a Summary Schedule of Prior Audit Findings (if required) along with the Data Collection Form) to be uploaded on the federal clearinghouse's website.
- At the conclusion of the engagement, we will upload the audited financial statements and compliance reports on the North Carolina State Treasurer's website.

You are responsible for evaluating the adequacy and results of the above nonattest services performed and accepting responsibility for the results of such services. This includes your review and approval of all adjustments we may propose to the accounting records of the Village or its financial statements as a result of these services.

USE OF FINANCIAL STATEMENTS

If the Village's financial statements are to be included in a client prepared document, other than the Village's *Comprehensive Annual Financial Report*, which includes other information, the Village should notify us of the nature of the document and allow us to read such document prior to submitting the document to others. An example of another document would be an official statement in connection with a public debt offering.

AUDIT ADMINISTRATION, FEES AND OTHER

In connection with providing our professional services, we may engage the assistance of outside service providers. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we are responsible for the adequate oversight of all services provided by the third-party service provider and for ensuring that all services are performed with competence and due professional care.

The audit documentation for this engagement is the property of Dixon Hughes Goodman LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office or North Carolina Office of the State Auditor pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Dixon Hughes Goodman LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement is limited to the services outlined above. We will perform all services in accordance with applicable professional standards.

Jennifer Lambeth is the engagement director and is responsible for supervising the engagement and signing the report of authorizing another individual to sign. We plan to begin our audit work on August 3, 2015.

Our fee for these services and any additional services is detailed in the "Contract to Audit Accounts" (LGC-205) dated December 29, 2014 between the Village of Pinehurst and Dixon Hughes Goodman, LLP. Our fee is based on the assumption there will be no significant bookkeeping assistance required or significant changes in the Village's operations including (but not limited to): issuance of new debt; new construction projects; creation of new funds; new or "State Mandated" major programs required to be tested for Single Audit; or additional procedures required in response to the discovery of fraud. We will issue contract addendums for additional fees related to any bookkeeping or changes mentioned above. The additional fees will be billed at our standard hourly rates depending on the experience level of the individuals performing the work.

Many of our clients choose to communicate with us by email, and we may use email in connection with this engagement unless you direct us otherwise. We will use reasonable precautions to protect your confidential information, but we have no obligation to employ any measures that you do not regularly employ in protecting your confidential information. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot guarantee or warrant that e-mail from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement or the disclosure or communication of confidential or proprietary information arising therefrom (hereinafter collectively referred to as "Email Interruption"). You agree that we shall have no liability for any loss or damage to any person or entity resulting from related to any Email Interruption, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues of anticipated profits, and you herby forever release us from any such liability and shall indemnify us from any claim related thereto.

This agreement and any claim arising out of the services provided shall be governed by the laws of the state of North Carolina, exclusive of its conflict of laws rules. The parties agree that any action between them related to or arising out of this engagement shall be brought only in the state or federal courts of North Carolina.

Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be ineffective, or invalid, such ineffectiveness or invalidity shall be only to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this agreement, which shall otherwise remain in full force and effect. The agreements of the Village of Pinehurst and Dixon Hughes Goodman LLP contained in the Contract to Audit Accounts and this attachment shall survive the completion or termination of this engagement.

Summer scheduling is very tight and travel accommodations are difficult to change, therefore, a rescheduling fee of 10% may be charged if fieldwork has to be rescheduled within 1 month of the rescheduled starting date. In the event we need to reschedule we will try to accommodate your needs, however, due to other client commitments, we cannot guarantee a timetable that will allow us to complete the audit by the deadline stated in the Contract to Audit Accounts. Progress billings will be submitted to the North Carolina Office of the State Treasurer for approval and then mailed to you. All invoices are payable upon presentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Village of Pinehurst and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and the Contract to Audit Accounts and return it to us.

Very truly yours,

Dixon Hughes Goodman LLP

ACKNOWLEDGED:

This letter correctly sets forth the understanding of the Village of Pinehurst.

By: ______________________________ Date: ____________________

Mayor

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

____

Finance Officer

Village of Pinehurst

Appendix A

The following is a list of additional items that may result in additional fees that are variable in nature and thus are not included in the audit figure presented in Item 9 of the contract:

1. Any Federal or State award required to be audited as a major program for the year ended June 30, 2015, that was not audited as a major program during the three preceding fiscal years or is required to be audited due to the auditee not being considered low risk will be billed at our standard hourly rates as set forth in Item 9 of the contract.

2. Prior to commencement of audit fieldwork we will provide the finance department with a detailed list of schedules required to facilitate the audit. Schedules not prepared by your personnel, for which we must then prepare, will be billed for additionally at our standard hourly rates as set forth in Item 9 of the contract.

3. In addition to the fees reflected in Item 9 of the contract, we will bill separately for confirmation postage, travel, report production and other reasonable out-of-pocket expenses.

4. Preparation of the Data Collection form, if applicable.

5. Preparation of your Schedule of Federal and State financial assistance, if applicable.

______ Nancy Roy Fiorillo

______ John Frye

JL Jennifer Lambeth

P&N Postlethwaite & Netterville

A Professional Accounting Corporation
Associated Offices in Principal Cities of the United States
www.pncpa.com

System Review Report

To the Partners of Dixon Hughes Goodman LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Dixon Hughes Goodman LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended February 28, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included (engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations Service Organizations Control (SOC) 1 and 2 engagements.

In our opinion, the system of quality control for the accounting and auditing practice of Dixon Hughes Goodman LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended February 28, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Dixon Hughes Goodman LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
August 15, 2014

8550 United Plaza Blvd, Suite 1001 • Baton Rouge, LA 70809 • Tel: 225.922.4600 • Fax: 225.922.4611

DISCUSSION ON INDOOR RECREATION SPACE AND POSSIBLE STUDY TEAM.

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

DATE OF MEMO:
1/21/2015

MEMO DETAILS:
At your retreat in December, Council heard the recommendation of the BIRDIE team tasked to perform a comprehensive review of the Village's current indoor recreation facility needs. Subsequent to the presentation, Council indicated you would like to discuss how to proceed with the recommendations at your work session in January however we ran out of time at that meeting hence it is coming forth for the January 27th Council Meeting.

As a reminder, the BIRDIE team's recommendation to Council was to:

1. Proceed with a short term lease for the Rattlesnake Trail property for an initial term of two years.
2. Proceed with renting the Community Presbyterian Church kitchen for cooking classes.
3. Council to address the long term need for an indoor recreation facility through the Strategic Planning Process.

At the retreat, a suggestion was made to form a Study Team to address the third recommendation. These individuals would work together to help formulate a recommendation on how to address the long term need for an indoor recreation facility.

The Senior Leadership Team also identified potential tasks, in part, should a Community Center Study Team be formed. The following is a list of those items:

1. Identify the appropriate size needed.
2. Consider appropriate locations for a new facility and recommend the best site.
3. Identify the construction costs and ongoing operating costs associated with a new facility.
4. Evaluate and determine all reasonable and viable options on how to possibly fund a new facility (partnerships, sponsorships, naming rights, financing, etc.).
5. Indicate how a new facility would impact facilities and property currently owned and used by the Village.
6. Make recommendation for Council's consideration.

As staff enters the strategic planning and budget process, it would be helpful if Council could provide some direction on their interest and desire to move forward with the BIRDIE team's recommendations. Primarily, we need to know if Council wishes to fund leased space in the upcoming budget and whether you wish to form the second Study Team to consider what, if anything, the Village should consider for long term space needs. Finally, if Council wishes to establish the Study Team, the make up of that team needs to be determined. A list for consideration will be made available to Council.

If you have any questions, please let me know. Thanks.

ATTACHMENTS:

	Description
	Proposed Study Team Members

DISCUSSION ON PROPOSED GIVEN MEMORIAL LIBRARY OPERATING AGREEMENT.

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

DATE OF MEMO:
1/22/2015

MEMO DETAILS:
A proposed operating agreement for Given Memorial Library is intended to provide a written contract between the Village and the Library for the provision of library services to the citizens of Pinehurst. The Village is permitted by state statute to provide library services and the Village has chosen to contract with Given Memorial Library to provide those services for many years, but has not had any written agreement.

With Village support at $80,000 for FY 2015, staff recommends we have a written agreement to protect both the library and the Village in this mutually beneficial arrangement.

Staff seeks only a consensus from Council as to whether to proceed with having an agreement. The Library has been made aware of staff's intent to recommend an agreement.

Should Council agree with staff's recommendation to pursue an agreement, any such document would ultimately return to Council for final review and formal action.

Thanks.

ATTACHMENTS:

	Description
🗋	Library Operating Agreement(DRAFT)

CONSIDER AN AMENDMENT TO THE PINEHURST MUNICIPAL CODE FOR YARD DEBRIS CART REGULATIONS.

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

DATE OF MEMO:
1/21/2015

MEMO DETAILS:
As we approach the "One and Done" implementation date, it is necessary to establish the regulations related to yard debris carts.

The proposed ordinance change will treat yard debris carts the same as trash and recycling carts as far as when they can be placed curbside, when they have to be returned to storage and how they are stored.

Thanks.

ATTACHMENTS:

	Description
🗋	Ordinance 15-01 Amending Municipal Code

ORDINANCE #15-01:

AN ORDINANCE AMENDING CHAPTER 50, SOLID WASTE OF THE VILLAGE OF PINEHURST MUNICIPAL CODE.

THAT, WHEREAS, the Village Council of the Village of Pinehurst adopted an ordinance dated October 20, 1980, establishing and implementing certain authorized police powers for the purpose of prescribing regulations governing conditions detrimental to the health, safety, and welfare of its citizens; and

WHEREAS, on September 13, 2011 the Village Council of the Village of Pinehurst adopted Ordinance 11-25 which adopted the general ordinances of the Village of Pinehurst as revised, amended, restated, codified, and compiled in book form and declared that these shall constitute the "Village of Pinehurst, North Carolina Municipal Code;" and

WHEREAS, the Municipal Code will be subsequently amended from time to time as conditions warrant; and

WHEREAS, the organizational structure, services provided and operating procedures of the Village have been changed from time to time as circumstances and changing conditions warrant and the Village Council has determined that it is in the best interest of the citizens of Pinehurst to amend Chapter 50, Section 50.05 and Section 50.10 of the Pinehurst Municipal Code.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 27th day of January, 2015 as follows:

SECTION 1. That the following amendments be made to § 50.05:

§ 50.05 FREQUENCY OF COLLECTION AND REMOVAL.

(B) For residential properties, including apartment and condominium complexes, located in the village, village employees or contractors acting on behalf of the village shall provide household trash and recycling collection and removal services once per week, except for holidays or when inclement weather conditions prevent the provision of this service, pursuant to schedule prepared and maintained by the Public Services Department of the village. **For residential properties served by Village personnel, yard debris collection and removal service shall be provided once per week. Village-provided** trash**,** ~~and~~ recycling**, and yard debris** receptacles must be placed curbside/roadside/back alley prior to 7:00 a.m. on the day of pickup or no earlier than 5:00 p.m. prior to the collection day and must be removed from curbside/roadside/back alley by the end of the day of pickup. This provision does not apply to apartment and condominium complexes with common collection areas. For residential properties on major thoroughfares, as determined by the Public Services Director, trash**,** ~~and~~ recycling**, and yard debris** receptacles must adhere to the same time restrictions above**;** however**,** they shall be placed for collection purposes in the driveway, as opposed to curbside, in such a manner as to be clearly visible from the road in which the driveway enters and/or exits. Trash**,** ~~and~~ recycling**, and yard debris** receptacles shall be stored between scheduled pickups either within a completely enclosed substantial structure such as a house, garage, shed or be stored behind the principal structure's building lines extended for all sides of the structure that directly face a street and be no more than five feet from the principal structure itself (exception: if a home is served by back alley collection or is an apartment or condominium complex then this requirement may not apply).

SECTION 2. That the following amendments be made to Section 50.10:

§ 50.10 YARD WASTE COLLECTION.

(A) Shrubbery trimmings, tree trimmings, lawn clippings, sticks, pinecones, yard rakings and the like shall only be collected when ~~placed~~ **deposited loose and un-bagged in the proper receptacle and placed** ~~at the~~ curbside as provided in this division. ~~These materials shall be placed by the occupant behind the curb in the grass strip between the street and the sidewalk where the strips are available, or they shall be placed immediately adjacent to that portion of the street right-of-way normally used by vehicles;~~ ~~however, no~~ **No** material **or receptacle** shall be placed in any street, gutter, canal or ditch where it would prevent or divert the flow of stormwater or interfere in any way with any storm drainage system or interfere with public use of any street.

(B) Tree limbs shall not be more than four feet in length or six inches in diameter**.** ~~and tree limbs shall be separated from yard raking.~~ **If tree limbs do not fit in cart with cover secure, they shall be placed adjacent to and spaced three feet from container with tree limbs securely tied in bundles not more than 18 inches in diameter and four feet in length.** ~~Tree limbs must be securely tied in bundles not more than 18 inches in diameter and four feet in length. Light refuse (leaves, twigs, pine needles, pinecones and similar vegetative waste) must be securely contained in a plastic bag.~~

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

THIS ORDINANCE passed and adopted this 27th day of January, 2015.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
Nancy Roy Fiorillo, Mayor

Attest:

____
Lauren Craig, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney