



Village Council
Agenda for Regular Meeting of April 22, 2025
Assembly Hall
395 Magnolia Road, Pinehurst, NC 28374
Pinehurst, North Carolina
4:30 PM

1. Call to Order
2. Invocation and Pledge of Allegiance
 - A. Invocation by Elder Adam Sanders of Redeemer Church, PCA in Southern Pines, NC
3. Reports
 - A. Manager
 - B. Council
4. Motion to Approve Consent Agenda

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

 - A. Approval of Village Council Meeting Minutes
 1. April 08, 2025, Regular Meeting Minutes
 2. April 08, 2025, Work Session Minutes
 - B. Budget Amendments Report

End of Consent Agenda
5. Proclamation
 - A. 2025 National Police Week & Peace Officers' Memorial Day Proclamation
6. Honorary Resolution
 - A. Consider Resolution 25-13 Honoring Mr. Edward Balkovic
7. Public Comments
8. Public Hearing
 - A. Public Hearing No. 1 - Major Site Plan Request for Pinewild Country Club Renovations and Expansion

The applicant requests a Major Site Plan Review for the expansion of the existing clubhouse, reconfiguration of parking, addition of a fitness center, and associated site improvements. This property is identified as Moore County PID #'s 00025252 and 00025256 and is addressed as 4 Glasgow Dr. The applicant is Chris Card, Chief Executive Officer of IE Clubs & Resorts LLC, and the owner is AEP Pinewild Holdings, LLC

B. Public Hearing No. 2 - Consider Amendments to the 2019 Comprehensive Plan

The purpose of this agenda item is to consider amendments to the 2019 Comprehensive Plan. Specifically, the areas and topics of Balancing Conservation and Growth, conservation subdivisions, references to the Western Connector, and Focus Areas 2 & 5.

9. Ordinance

A. Consider Ordinance 25-07 Amending the Village of Pinehurst 2019 Comprehensive Plan

10. Resolution

A. Consider Resolution 25-14 Opposing the State Legislature's Attempts to Remove ETJ Authority for North Carolina Cities and Towns

11. Regular Business

A. Enterprise Fleet Management Presentation

12. Other Business

13. Motion to Adjourn

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

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

Values: Service, Initiative, Teamwork, and Improvement.



**Invocation by Elder Adam Sanders of Redeemer Church, PCA in Southern Pines,
NC**

ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 04/15/2025

MEMO DETAILS

ATTACHMENTS

None



April 08, 2025, Regular Meeting Minutes
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 04/14/2025

MEMO DETAILS

ATTACHMENTS

1. 04.08.2025 DRAFT Regular Meeting Minutes



**Village Council
Minutes for the Regular Meeting of April 08, 2025
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
4:30 p.m.**

The Pinehurst Village Council held a Regular Meeting at 04:30 p.m., Tuesday, April 08, 2025, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

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

And approximately 10 members of the audience in attendance, in addition to 7 staff and 0 press.

1. Call to Order.

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

2. Invocation and Pledge of Allegiance.

A. Invocation by Reverend Trey Majure, Village Chapel

B. Pledge of Allegiance by Kinsey Majure

3. Reports:

Village Manager

- Mr. Doug Willardson reported on the April 05, 2025, Spring Matinee Races at the Harness Track; the April 11, 2025, Live After 5 Concert (first of the 2025 season); the April 12, 2025, Easter Egg Hunt at Cannon Park Community Center; the April 12, 2025, Sandhills Farmers' Market at Tufts Park (first of the 2025 season and held Wednesdays 3 - 6 p.m. and Saturdays 10 a.m. – 1 p.m.); and the Village receiving the ETC Institute's 2024 Leading the Way Award.

Village Council

- Mayor Pizzella reported on the April 01, 2025, Moore 100 meeting at the Pinehurst Inn; the April 03, 2025, Planning & Zoning Board meeting; the March 26, 2025, Turf Field Ribbon Cutting Celebration at Rassie Wicker Park; and on the results of the NCAA Men's Basketball Championship.
- Councilmember Morgan congratulated Village staff on the Village receiving the ETC Institute's

2024 Leading the Way Award and thanked the Parks & Recreation Department for the great job they did with the April 05, 2025, Spring Matinee Races event at the Harness Track and stated he has received a lot of excellent feedback.

- Mayor Pro Tem Taylor reported on the April 02, 2025, Technical Coordinating Committee (SMPO) meeting; the March 26, 2025, Turf Field Ribbon Cutting Celebration at Rassie Wicker Park; and a recent Country Club of North Carolina (CCNC) meeting on the deer management program.
- Councilmember Ficklin reported on the April 07, 2025, Beautification Committee meeting and the entire community's efforts to improve the aesthetics of the Village; and the April 12, 2025, Linden Lodge Dog Dash at Tufts Park / Downtown.
- Councilmember Farrell on reported the April 05, 2025, Spring Matinee Races at the Harness Track, thanked everyone involved with the event, commended past Councilmembers for having the forethought to purchase the Fair Barn / Harness Track facility, and stated the facility is a unique and valuable asset to the Village for both current and future generations.

4. Motion to Approve Consent Agenda.

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

A. Approval of Village Council Meeting Minutes

- March 25, 2025, Regular Meeting Minutes
- March 25, 2025, Work Session Minutes

End of Consent Agenda.

Mayor Pro Tem Taylor proposed amending the second paragraph of item 2.B. of the March 25, 2025, Work Session minutes to read: "Council and Mr. Willardson agreed to have Mr. Willardson select one or two projects from the existing capital budgeting decision to explore using the process that Councilmember Taylor outlined."

Upon a motion by Councilmember Ficklin, seconded by Councilmember Farrell, Council unanimously approved the Consent Agenda with the March 25, 2025, Work Session Minutes amendment as proposed by Mayor Pro Tem Taylor by a vote of 5-0.

5. Proclamation

A. 2025 Two Lights for Tomorrow Proclamation

Mr. Willardson stated April 18, 2025, marks the 250th anniversary of Paul Revere's midnight ride and provided background on the "Two Lights for Tomorrow" initiative, which is part of the commemoration of the 250th anniversary of the signing of the Declaration of Independence.

Mayor Pizzella read aloud the proclamation declaring April 18, 2025, as Two Lights for Tomorrow Day in the Village of Pinehurst.

Council discussed researching other ways the Village may participate in the 250th anniversary celebrations and / or collaborate with the National Park Service for the anniversary celebrations.

6. Public Comments.

Daniel May, Pinehurst resident, spoke in opposition to Short-term Rental (STR) monitoring through Granicus and in favor of citizen engagement and property rights.

Jeffrey Heinz, Pinehurst resident, spoke in favor of STR monitoring through Granicus and continued evaluation of the STR ordinance enforcement.

Collette Kolinsky, Pinehurst resident, expressed concerns over the infringement of property rights by STR property owners on non-STR property owners and the negative impact STRs may have on a community, and stated many communities are adopting STR regulations.

7. Resolutions

A. Consider Resolution 25-12 Appointment of Mr. Jim Rooney to the Neighborhood Advisory Committee (Pinehurst Trace)

Mr. Willardson stated the Pinehurst Trace Homeowners' Association appointed Mr. Jim Rooney to take the place of Mr. Ed Balkovic as their Neighborhood Advisory Committee representative and spoke in favor of Mr. Rooney's nomination.

Mr. Rooney thanked Council and provided background information on his previous employment experience and time in the Pinehurst Trace community.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved Resolution 25-12 appointing Mr. Jim Rooney to the Neighborhood Advisory Committee (Pinehurst Trace) effective April 08th, 2025, said term to expire June 30th, 2027, by a vote of 5-0.

RESOLUTION #25-12:

A RESOLUTION APPOINTING THE NEIGHBORHOOD ADVISORY COMMITTEE REPRESENTATIVE FOR THE PINEHURST TRACE NEIGHBORHOOD.

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

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

WHEREAS, Mr. Jim Rooney and the Village Council of the Village of Pinehurst are desirous of Mr. Rooney serving as a representative of the Pinehurst Trace area on the Neighborhood Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 08th day of April 2025 as follows:

Mr. Jim Rooney is appointed as a representative of the Pinehurst Trace area on the Neighborhood Advisory Committee, effective April 08th, 2025, said term to expire June 30th, 2027.

THIS RESOLUTION passed and adopted this 08th day of April 2025.

B. Consider Resolution 25-09 Authorizing the Sale of Certain Real Property at Public Auction (Longleaf Dr.)

Mr. Willardson reviewed a memo detailing the intention behind placing 1755 Longleaf Dr. E up for sale at Public Auction and the public auction requirements / procedures.

Council and Mr. Willardson discussed the lot size being less than half an acre, the auction being solely online, bids received being displayed throughout the auction period, and no upset bids being accepted once the auction period has closed.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Farrell, Council unanimously approved Resolution 25-09 authorizing the sale of the Village of Pinehurst owned vacant lot located at 1755 Longleaf Dr. E, Parcel ID #00023723, Unit 9 Lot 365 PH I at Public Auction by a vote of 5-0.

RESOLUTION #25-09:

A RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY AT PUBLIC AUCTION.

WHEREAS, the Village Council of the Village of Pinehurst desires to dispose of certain surplus property of the Village of Pinehurst.

NOW, THEREFORE, BE IT RESOLVED by the Village Council that:

1. The following described property is hereby declared to be surplus to the needs of the Village of Pinehurst: Vacant lot located at 1755 Longleaf Dr. E, Parcel ID #00023723, Unit 9 Lot 365 PH I. (Attachment A)
2. The Village Manager is authorized to receive, on behalf of the Village Council, bids at public auction for the purchase of the described property.
3. The public auction will be held from May 14, 2025, to June 04, 2025, at <https://bid.allthewayauctions.com/ui>. The terms of sale shall be:
 - a. Bidders must register with All the Way Auctions and submit proof of funds.
 - b. A 10% "Buyer's Premium" will be paid by the highest bidder at closing.
 - c. A 10% non-refundable "Due Dilligence Fee" deposit is due to All the Way Auctions within 24 hours of acceptance of the highest bid by the Village Council.
 - d. All loan types considered and / or cash.
 - e. Highest bidder will complete the purchase within 45 days of the Village Council acceptance of their bid.
 - f. The property is sold in its current condition, as is, and the Village gives no warranty with respect to usability of the property.
4. The Village Clerk shall cause a notice of the public auction to be published in accordance with G.S.160A-270(a).
5. The highest bid shall be reported to the Village Council and must be accepted or rejected by the Village Council within 30 days of the report.
6. No sale may be completed until the Village Council has approved the highest bid.

THIS RESOLUTION passed and adopted this 08th day of April 2025.

Attachment A



8. Regular Business.

A. Review and Consider Bids for the Juniper Creek Boulevard Sidewalk Project

Mr. Willardson and Mr. Mike Apke, Public Services Director, reviewed a memo detailing the scope of the proposed project and the funding available.

Mr. Willardson and Mr. Apke stated the lowest bidder, Sun Builders, is not licensed to perform the type of work required for this project, which is why they are recommending the contract be awarded to the second lowest bidder, Cole Excavating; asked that Council authorize Mr. Willardson to approve change orders up to the total amount available for the project (\$1.078 Million); and noted an estimated completion date for the project is late September / early October.

Prior to voting on Councilmember Morgan's motion, Council deliberated on the decision not to bifurcate the project into construction and pavement markings and discussed the pavement markings consisting of 17 crosswalks.

Upon a motion by Councilmember Morgan, seconded by Councilmember Ficklin, Council unanimously approved the Juniper Creek Boulevard Sidewalk Project contract with Cole Excavating for the Total Base and Alternate Bid amount of \$998,495 and authorized the Village Manager to approve change orders up to the amount of \$1.078 Million by a vote of 5-0.

B. Review Proposed FY26 Strategic Operating Plan and Budget

Mr. Willardson and Ms. Dana Van Nostrand, Financial Services Director, reviewed a Proposed FY 2026 Strategic Operating Plan PowerPoint presentation highlighting the FY 2025 VOP Strategy Map; Council's Strategic Direction; FY 2026 General Fund Budget Overview; FY 2026 General Fund Revenues; a table comparing revenue FY 2024 Actuals to FY 2025 Budget to FY 2026; FY 2026 General Fund Expenditures; a table comparing expenditure FY 2024 Actuals to FY 2025 Budget to FY 2026; an Amount of Tax Dollar Expended by Function in the General Fund pie chart; General

Government & Economic Development Significant Changes; Public Safety Significant Changes; Transportation, Solid Waste & Fleet Significant Changes; Culture & Recreation Significant Changes; FY 2026 Significant Capital; and tables of project priorities based on resident survey results.

Mr. Willardson and Ms. Van Nostrand further reviewed a FY 2026 – 2030 Five-Year Financial Forecast PowerPoint presentation consisting of the Five-Year Financial Forecast, what is / is not included in the forecast, a table of capital projects by fiscal year, a bar chart of operating revenue & expenditures by fiscal year, key highlights of the forecast, a table of estimated operating margins by fiscal year, and future BIRDIES to be evaluated for inclusion in the FY 2027 – 2031 Five-Year SOP.

Mr. Willardson and Ms. Van Nostrand concluded their presentations by asking Council to consider the information presented and to provide feedback on any modifications they would like to make prior to the presentation of the proposed FY 2026 Strategic Operating Plan and Budget for approval in June 2025.

Council, Mr. Willardson, and Ms. Van Nostrand discussed next steps and what to expect from the April 22nd, 2025, Work Session item on the proposed FY 2026 Strategic Operating Plan and Budget.

9. Other Business.

None.

10. Motion to Adjourn.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved to adjourn the Regular Meeting by a vote of 5-0 at 06:37 p.m.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk

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

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Values: Service, Initiative, Teamwork, and Improvement



April 08, 2025, Work Session Minutes
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 04/14/2025

MEMO DETAILS

ATTACHMENTS

1. 04.08.2025 DRAFT Work Session Minutes



**Village Council
Minutes for the Work Session of April 08, 2025
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
04:30 p.m.**

The Pinehurst Village Council held a Work Session Meeting at 06:37 p.m., Tuesday, April 08, 2025, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

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

And approximately 2 members of the audience in attendance, in addition to 3 staff and 0 press.

1. Call to Order.

Mayor Pizzella called the Village Council Work Session to order at 06:47 p.m.

2. General Business.

A. Update on the Design of the Given Memorial Library

Mr. Willardson reviewed a memo detailing the Technical Review Committee's concerns regarding the proposed stormwater system and sewer line location and a proposed site plan showing the locations of stormwater drainage and sewer lines and the stormwater retention pond.

Mr. Willardson asked Council to provide feedback on whether to wait to bid the project out after the stormwater and sewer line concerns have been addressed or to bid the project out now.

Council agreed to wait to bid the project out after the stormwater and sewer line concerns have been addressed.

B. Short-term Rental Monitoring and Compliance Update

Mr. Willardson reviewed a Short-term Rental (STR) Update PowerPoint presentation highlighting Number of Short-term Rentals, screenshots of what the Granicus software pages look like, an STR Locations map, Enforcement Actions, Ongoing STR Management Efforts, Reporting Issues, and a screenshot of the Hot Topics Short-Term Rentals page of the vopnc.org website.

Council and Mr. Willardson discussed modifications / additions to the STR tracking information Council feels would be useful when conducting an analysis, how intermittent STRs for special events such as the U.S. Open effects the overall STR count, and how the Village's STR tracking software results could be utilized by Moore County in assisting with collection of occupancy taxes.

Council recommended Mr. Willardson present this information at an upcoming Neighborhood Advisory Committee meeting.

C. Discussion of CVB Occupancy Tax Grant Program

Mr. Willardson reviewed a memo detailing the recent approval by the Moore County Board of Commissioners to double the occupancy tax rate to 6% (the maximum allowed by law), the anticipated increase in grant funding the Convention and Visitors Bureau (CVB) will offer as a result, potential grant criteria, and potential projects the Village may submit for consideration.

Mr. Willardson asked Council to consider potential projects to submit to the CVB when the grant application is opened and stated he will reach out to the CVB to discuss what the review and award process will be so the Village may better prepare.

3. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to adjourn the Work Session by a vote of 5-0 at 07:32 p.m.

Respectfully submitted,

Shannon Konstantinou
Village Clerk

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

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Budget Amendments Report

ADDITIONAL AGENDA DETAILS:

FROM: Dana Van Nostrand, Financial Services Director
CC: Village Council;
DATE OF MEMO: 04/14/2025

MEMO DETAILS

ATTACHMENTS

1. Budget Amendment Report 4.22.2025



**VILLAGE OF PINEHURST
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER
FOR THE PERIOD APRIL 9 - APRIL 17, 2025**

Under Village of Pinehurst Ordinance #24-11, the Village Council grants the Budget Officer (the Village Manager) the ability to transfer appropriations under specific conditions. These conditions allow transfers between departments (including contingency) of the same fund to increase an appropriation up to \$25,000 in a single budget amendment for the FY 2025 Budget. The Budget Officer may not transfer monies between funds at any time.

According to Section 159-15 of The Local Government Budget and Fiscal Control Act, "any such transfers shall be reported to the governing board at its next regular meeting and shall be entered in the minutes." Listed below are the amendments authorized by the Budget Officer for the period specified above.

Note: Since appropriations are made at the department level, line item adjustments within the same department may be made without limit and do not require a report since they do not actually amend the adopted budget ordinance.

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>DEBIT (Increase)</u>	<u>CREDIT (Decrease)</u>	<u>APPROVED DATE</u>
1	10-80-620-7410	Harness Track Capital Outlay: Fleet Equipment Charges	\$ 8,100		4/11/2025
	10-20-420-7410	Streets & Grounds Capital Outlay: Fleet Equipment Charges		\$ 8,100	

Savings from Streets & Grounds equipment purchases are being used to purchase a roller assembly for the track conditioner.



**2025 National Police Week & Peace Officers' Memorial Day Proclamation
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson; Glen Webb
DATE OF MEMO: 04/15/2025

MEMO DETAILS

ATTACHMENTS

1. National Police Week & Peace Officers' Memorial Day DRAFT Proclamation 2025

MAYORAL PROCLAMATION

VILLAGE OF PINEHURST

THAT WHEREAS, in 1962 the United States Congress and the President of the United States designated May 15th as “Peace Officers’ Memorial Day” and the week in which May 15th falls as “National Police Week”; and

WHEREAS, the members of the Police Department of the Village of Pinehurst, North Carolina play an essential role in safeguarding the rights and freedoms of Pinehurst; and

WHEREAS, it is important that all citizens know and understand the duties, hazards, responsibilities, and sacrifices of their Police Department; and

WHEREAS, members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Police Department of the Village of Pinehurst unceasingly provide a vital public service.

NOW, THEREFORE, I, Patrick Pizzella, Mayor of the Village of Pinehurst, North Carolina call upon all our citizens, and upon all patriotic civic and educational organizations to observe the week of May 11th through May 17th, 2025, as “Police Week” in the Village of Pinehurst; and with appropriate ceremonies and observances in which all of our citizens may join in commemorating law enforcement officers past and present who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities, and in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

FURTHER, I call upon all citizens of the Village of Pinehurst to observe, May 15th, 2025, as “Peace Officers’ Memorial Day” in honor of those Law Enforcement Officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and let us recognize and pay respect to the survivors of our fallen heroes.

IN TESTIMONY WHEREOF, I have hereto set my hand and caused to be affixed the official seal of the Village of Pinehurst in the State of North Carolina this, the 22nd day of April 2025.

Patrick Pizzella, Mayor



Consider Resolution 25-13 Honoring Mr. Edward Balkovic
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/19/2025

MEMO DETAILS

ATTACHMENTS

1. DRAFT Resolution 25-13 Honoring Mr. Edward Balkovic

A Resolution Honoring the Service of Mr. Edward Balkovic

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

WHEREAS, Mr. Balkovic has generously volunteered his time and expertise to serve on the Neighborhood Advisory Committee; and

WHEREAS, Mr. Balkovic served with distinction as the Pinehurst Trace area representative from July of 2018 to March of 2025; and

WHEREAS, Mr. Balkovic's dedication to enhancing the quality of life for residents in the Pinehurst Trace area and the Village of Pinehurst community as a whole is demonstrated by his service on the Neighborhood Advisory Committee; and

WHEREAS, Mr. Balkovic was instrumental in the 2023 reorganization of the Neighborhood Advisory Committee, which helped to solidify the role of the Neighborhood Advisory Committee representatives as liaisons between the individual neighborhoods of the Village of Pinehurst and Village Council and Leadership.

Now, Therefore, Be It Resolved by the Village Council of the Village of Pinehurst, North Carolina, in a Regular Meeting assembled this 22nd day of April 2025 as follows:

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

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

This Resolution passed and adopted this 22nd day of April 2025.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor



Public Hearing No. 1 - Major Site Plan Request for Pinewild Country Club Renovations and Expansion

ADDITIONAL AGENDA DETAILS:

The applicant requests a Major Site Plan Review for the expansion of the existing clubhouse, reconfiguration of parking, addition of a fitness center, and associated site improvements. This property is identified as Moore County PID #'s 00025252 and 00025256 and is addressed as 4 Glasgow Dr. The applicant is Chris Card, Chief Executive Officer of IE Clubs & Resorts LLC, and the owner is AEP Pinewild Holdings, LLC

FROM: Alex Cameron, Planning & Inspections Director
CC: Village Council;
DATE OF MEMO: 04/11/2025

MEMO DETAILS

The applicant requests a Major Site Plan approval for the expansion of the existing clubhouse, reconfiguration of parking, addition of a fitness center, and associated site improvements at the Pinewild Country Club Clubhouse. In accordance with Section 9.16.1.5 of the Pinehurst Development Ordinance, all proposed Major Site Plans are reviewed by the Planning & Zoning Board and a public hearing is to be held. The Planning & Zoning Board must then submit its recommendation on the proposed Major Site Plan to the Village Council. Village Council must then hold a public hearing before making a final decision on the proposal. Major Site Plans are classified as development of property for non-residential or multi-family use which has a land disturbing activity of two acres or more.

Major Site Plan reviews and approvals are administrative decisions. Administrative decisions are grounded in established objective development standards and are generally executed by professional administrative staff. Public hearings are usually not necessary, and if the standards are satisfied, approval must be granted.

The approval for Major Site Plans begins with an application, general concept plan, and other supplementary material which are submitted to the Technical Review Committee (TRC) for review. The TRC reviews the material for compliance with the Pinehurst Development Ordinance (PDO), the adopted Engineering Standards and Specifications Manual (ESSM) and any other applicable codes/regulations. Once all items are addressed, the Major Site Plan may move forward for review by the Planning & Zoning Board and then Village Council.

The Planning & Zoning Board must then conduct a public hearing and form a recommendation to the Village Council. After the recommendation from the Planning & Zoning Board, Village Council will hold a public hearing to review the Major Site Plan. At the conclusion of the hearing, the Village Council can either approve, approve with conditions, or reject the Major Site Plan.

If the Village Council approves or conditionally approves the Major Site Plan, construction plans can be submitted to the TRC. Once the construction plans are approved, construction may begin.

This request includes the expansion of the existing clubhouse, a new fitness facility, additional parking and reconfiguration of existing parking, and additional site improvements. The expanded

clubhouse will total approximately 20,134 square feet and the new fitness facility will total +/- 3,750 square feet. The number of parking spaces will increase from 116 spaces to 318 spaces. Out of the total number of parking spaces provided, 64 spaces will be graded gravel, and 107 spaces will be available for golf cart parking.

The subject property is zoned Recreation Development (RD) District and contains two parcels (Moore County PID #'s 00025252 and 00025256) which include sections of the Pinewild Golf Courses and the existing clubhouse operations.

The submitted traffic generation memo indicates a conservative estimate of 432 estimated total daily trips to be generated by the project. This estimated number of trips is well below the NCDOT's threshold of 3,000 trips per day for a Traffic Impact Analysis (TIA) and is not expected to affect the surrounding roadways. Additionally, the memo indicates that as Pinewild Country Club operates a membership only club and is within the existing neighborhood, applying internal capture is appropriate and the estimated total number of trips is improbable.

A slight increase in overall impervious surface of 1.3% is estimated with the project. The property is located within the WS-III Drowning Creek Watershed. Stormwater management areas are indicated on the submitted plans.

Planning and Zoning Board Review

The Planning and Zoning Board held a public hearing on April 3, 2025, and unanimously recommended approval of the Major Site Plan. For additional information, please see the attached Planning and Zoning Board staff report.

Village Council Action

Village Council shall hold a public hearing and review the proposal, the recommendation of the Planning and Zoning Board, and the report and recommendation of staff. After holding a public hearing and receiving any public comment, the Village Council may approve, approve with conditions, or reject the site plan. If the Village Council rejects a General Concept Plan, the reasons shall be stated in the record of action and can only be related to non-compliance with an adopted regulation. Failure of the Village Council to act on the proposal within 90 days of being placed on an agenda for consideration, the recommendation from the Planning and Zoning Board shall be deemed approval of the request, authorizing the applicant to proceed with preparing full site plan drawings for final approval of the TRC.

Staff Recommendation

The General Concept Plan, and other submitted documents, have undergone a thorough review by the Technical Review Committee. Through the review of the TRC, all comments have been addressed and resolved by the applicant and the proposal meets all applicable provisions of the PDO. As this decision is administrative and approval must be granted if all requirements have been met, staff recommends approval of the Major Site Plan as submitted.

ATTACHMENTS

1. Planning and Zoning Board Staff Report
2. Applicant Materials



PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Planning and Zoning Board
From: Michael Mandeville, Senior Planner
Cc: Alex Cameron, Planning and Inspections Director
Maria Klein, Senior Planner
Jeanann Dawson, Administrative Specialist
Date: April 3, 2025
Subject: Staff Report for Proposed Major Site Plan

Request

The applicant requests a Major Site Plan approval for the expansion of existing clubhouse, reconfiguration of parking, addition of a fitness center, and associated site improvements at the Pinewild County Club Clubhouse. In accordance with Section 9.16.1.5 of the Pinehurst Development Ordinance, all proposed Major Site Plans are reviewed by the Planning & Zoning Board and a Public Hearing is to be held. The Planning & Zoning Board must then submit its recommendation on the proposed major site plan to the Village Council.

Project Profile

Applicant:	Chris Card, Chief Executive Officer, IE Clubs and Resorts, LLC
Owner:	AEP Pinewild Holdings, LLC
Property Location:	4 Glasgow Dr., Moore County PID #'s 00025252 and 00025256
Zoning:	Recreation Development (RD) – The Recreational Development District is established as a district in which the primary use of the land is predominantly reserved for privately owned recreation, clubhouses and support structures, natural or man-made bodies of water, resort complexes and other similar uses. This district is intended to preserve and protect environmentally sensitive lands (e.g. floodways, wetlands) and/or properties otherwise restricted for private recreational use.
Land Area	± 71.75 Acres
Current Land Use:	The existing clubhouse, tennis courts, pool, and golf course.

Major Site Plan Process

Major Site Plan reviews and approvals are administrative decisions. Administrative decisions are grounded in established objective development standards and are generally executed by professional administrative staff. Public hearings are usually not necessary, and if the standards are satisfied, approval must be granted.

The approval for Major Site Plans is a multi-step process. An application, general concept plan, and other supplementary material is submitted to the Village Planner. The Planner then distributes the material to the Technical Review Committee (TRC) for review. The TRC is made up of staff from the Village's Planning and Inspections Department, Administration Department, Public Services and Engineering Department, Fire Department and Moore County Public Works. The TRC reviews the material for compliance with the Pinehurst Development Ordinance (PDO) and Engineering Standards and Specifications Manual (ESSM) and provides comments to the applicant for revisions or clarification. The applicant then makes revisions and corrections to the material and resubmits. This process repeats until all items are addressed and the Village Planner schedules the Major Site Plan for review by the Planning & Zoning Board.

The TRC will then forward a recommendation to the Planning & Zoning Board. The Planning & Zoning Board will hold a public hearing on the proposed Major Site Plan and form a recommendation to Village Council. After the recommendation from the Planning & Zoning Board, Village Council will hold a public hearing to review the Major Site Plan. At the conclusion of the hearing the Village Council can either approve, approve with conditions, or reject the Major Site Plan.

If the Village Council approves or conditionally approves the Major Site Plan, constructions plans can be submitted to the TRC. Once the construction plans are approved, construction may begin.

Project Analysis

The proposed Major Site Plan includes the expansion of a 8,200 square foot clubhouse, fitness facility addition, reconfiguration of parking and additional site improvements. The expanded clubhouse will be 20,134 square feet and the new fitness facility will be 3,750 square feet. The site currently has 116 existing parking spaces that will be expanded to 318 spaces (8 ADA). The parking is a mix of paved and gravel spaces. The gravel spaces will be in a new overflow parking north of Glasgow Drive. A minimum of 75% of all parking spaces shall be paved and 25% may be graded gravel. Up to 20% of the total number of parking spaces required may be provided by compact or alternative transportation spaces (golf cart).

Parking Calculations	
Parking required per PDO	
Restaurant (1 per 3 seats)	93
Function hall (1 per 3 seats)	76
Fitness center (1 per 200 sq ft plus one per employee)	19
Total	188

Parking Calculations	
Parking Provided	
Clubhouse spaces (paved)	147
Cart spaces (paved)	107
Overflow parking (gravel)	64
Total	318

Paved Parking Requirements			
	Required	Provided	Gravel parking provided
Minimum 75% paved parking	238.5 paved spaces (75% of 318)	254	64

Parking Space Type Requirements			
	Required	Provided	Cart spaces (alternative)
Minimum of 80% reserved for Regular Vehicle spaces	150 Regular vehicle spaces (80% of 188)	211	107

The subject property is two parcels in the Recreation Development (RD) Zoning District. The project area is bisected by the two parcels, Moore County PID #'s 00025252 and 00025256. These parcels include sections of the Pinewild Golf Courses. The project contains +/- 1130 linear feet of frontage on Glasgow Dr. and McMichael Dr. Adjacent properties are exclusively single-family residences in the R-30 zoning district.

The proposal includes three connections to Glasgow Drive and one service entrance connection to Ashkirk Drive. Exult Engineering prepared a Traffic Memorandum indicating that the expansion of the clubhouse, new fitness facility, and other associated site improvements is projected to create an additional 432 daily trips. The proposed expansion is projected to minimally affect the surrounding roadways, with the expected trip generation remaining significantly below NCDOT's threshold of

3,000 vehicles per day for a Traffic Impact Analysis. The memo indicates that Pinewild Country Club operates as membership only, suggesting that applying internal capture rates is appropriate given the improbability of daily trips meeting the projection.

The project proposes 7.6% (5.45 AC) of impervious surface, which is an overall increase of 1.3% from the existing 6.3% (4.49 AC) impervious area. The RD Zoning District allows up to 24% impervious surface. The project is not located in a flood zone but is in the WS-IIP Drowning Creek Watershed. Non-residential development shall not exceed 12% built-upon area in the WS-IIP Drowning Creek Watershed. This project is exempt from the Watershed Protection Overlay District because the development existed prior to June 21, 1993. Any development existing prior to this date is not subject to the requirements of this section. The existing development area is exempt from being included in the impervious calculations.

Infrastructure and Zoning Criteria

The General Concept Plan (GCP) has been reviewed by the Technical Review Committee, with final authorization to proceed was received on March 13, 2025. Following final approval of the GCP by Village Council, the Committee may accept construction documents for a more detailed review. Construction documents must show that all components of the project will be constructed in accordance with the Village of Pinehurst Engineering Standards Specifications Manual, the Pinehurst Development Ordinance (PDO), as well as meet the requirements for emergency services. All the on-site water and sewer utilities are public and will be maintained by Moore County Public Utilities.

The landscape plan submitted with the construction document set will be reviewed for compliance with all PDO landscaping and buffer requirements.

A Sediment and Erosion Control Permit will need to be obtained from NCDEQ due to the area of disturbance exceeding one acre.

Staff Recommendation

The proposed use, as shown on the plan, does meet all RD Zoning District requirements and the provisions of the PDO. These requirements will have to be met at the time of general concept plan and site plan approval. The general concept plan has undergone a thorough review by the Technical Review Committee and all comments by the Committee have been addressed and resolved by the applicant.

Therefore, staff recommends approval of the Major Site Plan.

DESIGN DEVELOPMENT DRAWINGS FOR

PINEWILD COUNTRY CLUB

CLUBHOUSE

SURVEY BENCHMARK

BENCHMARK IS LOCAL TO SITE.
REFER TO SURVEY FROM CENTRAL CAROLINA SURVEYORS.
VERTICAL DATUM BASED ON NAVD 88.

CONDITIONS

1. WAIVER FROM SECTION 4.02 OF THE ENGINEERING STANDARDS & SPECIFICATIONS MANUAL TO ALLOW ASPHALT WEDGE CURB IN LIEU OF STANDARD CURB AND GUTTER.

PARCEL DATA

PIN:	854200779405	PIN:	854300508546
OWNER:	AEP PINEWILD HOLDING, LLC	OWNER:	AEP PINEWILD HOLDING, LLC
ADDRESS:	4 GLASGOW DR.	ADDRESS:	4 GLASGOW DR.
ZONING:	RD	ZONING:	RD
AREA:	39.762 AC	AREA:	31.987 AC
REAL ESTATE ID:	00025252	REAL ESTATE ID:	00025256

4 GLASGOW DRIVE | PINEHURST, NC 28374 | MOORE COUNTY

GCP SUBMITTAL: MARCH 12, 2025

SITE DATA TABLE

PROJECT AREA (ACRES)	9.81 AC
TOTAL PARCEL AREA (ACRES)	71.75 AC
WATERSHED	DROWNING CREEK / LUMBER RIVER
EXISTING ZONING	RECREATIONAL DEVELOPMENT (RD)
EXISTING LAND USE	GOLF COURSE AND CLUBHOUSE
PROPOSED USE	GOLF COURSE AND CLUBHOUSE
EXISTING CLUBHOUSE SF	8,200 SF
COMPLETED CLUBHOUSE SF	20,134 SF
PROPOSED FITNESS BUILDING SF	3,750 SF
PRIMARY BUILDING SETBACKS:	
FRONT	100'
SIDE	50'
REAR	50'
SIDE STREET	50'
MAXIMUM BUILDING HEIGHT	50'
EXISTING IMPERVIOUS	4.49 AC (6.3%)*
PROPOSED IMPERVIOUS	5.45 AC (7.6%)*
EXISTING PARKING	116 SPACES

* DENOTES THAT IMPERVIOUS % IS OF THE TOTAL PARCEL AREA.



Sheet List Table

Sheet Number	Sheet Title
C0.00	COVER
C1.00	OVERALL EXISTING CONDITIONS
C1.01	DEMOLITION PLAN
C1.02	TREE PROTECTION PLAN
C2.00	OVERALL SITE PLAN
C3.00	OVERALL UTILITY PLAN
C4.00	OVERALL GRADING PLAN
L6.10	OVERALL LANDSCAPE PLAN
EX 1	FIRE ACCESS PLAN

PARKING CALCULATIONS

PARKING REQUIRED	93 RESTAURANT + 76 FUNCTION HALL + 19 FITNESS	188 SPACES (150 REQUIRED VEHICLE SPACES)
PARKING PROVIDED	64 MAGNOLIA 1 LOT SPACES + 147 CLUBHOUSE SPACES + 107 CART SPACES	318 SPACES
ACCESSIBLE PARKING	8 SPACES REQUIRED FOR 320 SPACES	8 ACCESSIBLE VEHICLE SPACES
PARKING REQUIRED BY USE:		
RESTAURANT/BAR	1 PER 3 SEATS	(171 SEATS INDOOR + 108 SEATS OUTDOOR) / 3 = 93 SPACES
FUNCTION HALL	1 PER 3 SEATS (COUNTRY CLUB)	229 SEATS (INCLUDING PRE-FUNCTION) / 3 = 76 SPACES
FITNESS SPACE	1 PER 200 SF OF FLOOR AREA PLUS 1 PER EMPLOYEE	3,750 SF / 200 SF/SPACE = 19 SPACES

PARKING PAVEMENT CALCULATIONS

PARKING REQUIRED	MINIMUM OF 75% PAVED PARKING	320 x 75% = 240 PAVED SPACES
PARKING PROVIDED		254 PAVED SPACES

PARKING ALTERNATIVE CALCULATIONS

PARKING REQUIRED	MINIMUM OF 80% REGULAR VEHICLE SPACES	188 x 80% = 150 REGULAR VEHICULAR SPACES
PARKING PROVIDED		211 REGULAR VEHICULAR SPACES

PARKING AREA LANDSCAPING CALCULATIONS

PERIMETER LANDSCAPE REQUIREMENTS:	1 LONGLEAF PINE PER 20 LF LOCATED A MINIMUM OF 5 FEET AND MAXIMUM OF 20 FEET FROM THE PARKING LOT EDGE 1 EVERGREEN SHRUB PER 3 LF LOCATED A MINIMUM OF 5 FEET AND MAXIMUM OF 10 FROM THE PARKING LOT EDGE
SEGMENT 'A' REQUIRED	340.64 LF 17 LONGLEAF PINES 17 LONGLEAF PINES (7 EXISTING + 10 PROPOSED)
PROVIDED	114 EVERGREEN SHRUBS
SEGMENT 'B' REQUIRED	298.70 LF 15 LONGLEAF PINES 100 EVERGREEN SHRUBS
PROVIDED	15 LONGLEAF PINES (3 EXISTING + 12 PROPOSED) 100 EVERGREEN SHRUBS
INTERIOR LANDSCAPE REQUIREMENTS:	AREAS USED FOR LANDSCAPING SHALL BE PROVIDED IN THE AMOUNT EQUIVALENT TO AT LEAST 10% OF THE PARKING AREA NO PARKING SPACE SHALL BE FARTHER THAN 75 FEET FROM A TREE TRUNK 1 LARGE HARDWOOD OR PINE TREE PER 255SF OF REQUIRED LANDSCAPE AREA
PARKING AREA REQUIRED	78,951.49 SF 7,895.15 SF LANDSCAPE AREA (10%) 32 LARGE HARDWOOD OR PINE TREES (7,895.15 SF / 250 SF = 31.58 TREES)
PROVIDED	8,000 SF LANDSCAPE AREA 32 LARGE HARDWOOD OR PINE TREES
OVERFLOW AREA REQUIRED	24,557.45 SF 2,455.8 SF LANDSCAPE AREA (10%) 10 LARGE HARDWOOD OR PINE TREES (2,455.8 SF/250 SF = 9.82 TREES)
PROVIDED	EXISTING TREES AND LANDSCAPING TO FULFILL REQUIREMENTS

CONTACT LIST:

Engineer
Rob Caudle, PE
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rcaudle@withersravenel.com

Landscape Architect
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137 S. Wilmington St., Suite 200
Raleigh, NC 27601
919-469-3340
dwhitley@withersravenel.com

Architect
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S3 Design, Inc.
150 Wood Rd., Suite 1000
Braintree, MA 02184
781-848-8804
sfellmeth@s3design-inc.com

Owner's Representative
Chris Little
Pinewild Country Club of Pinehurst
4 Glasgow Dr.
Pinehurst, NC 28374
910-295-5145
christl@pinewildcc.com



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PREPARED BY:

DEVELOPER:

Pinewild Country Club of Pinehurst

4 Glasgow Dr.
Pinehurst, NC 28374
PHONE #: 910-295-5145
ATTENTION: Chris Little

DESIGN DEVELOPMENT
DRAWINGS FOR
PINEWILD COUNTRY CLUB
CLUBHOUSE
AMENITY AND RENOVATION
WR PROJECT NO. 24-0286-A
Pinehurst:
MUNI PRO NO: Muni Proj. No.
INITIAL PLAN DATE: 09/13/2024
REV 1: 12/03/2024
REV 2: 01/29/2025
REV 3: 03/07/2025
REV 4: 03/12/2025



3BEY DR.
G 397
51
t-30

STEELE, ZEBULON
STEELE, FAYETTA
10 GREYABBEY DR.
DB 4379 PG 141
LRK: 991462
ZONING: R-30

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 25256
ZONING: RD

YAX, KRISTEN L TRUSTEE
EAMES, MELISSA A TRUSTEE & OTHER
10 GLASGOW DR
DB 6185 PG 288
LRK: 10001384
ZONING: R-30

AEP PINEWILD HOLDING, LLC
PO BOX 3369
DB 6090 PG 235
LRK: 20230801
ZONING: RD

KEFFER, JAMES GLENN JR TRUSTEE
KEFFER, PATRICIA ANN TRUSTEE
86 PINEWILD DR.
DB 5008 PG 587
LRK: 25221
ZONING: R-30

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 20230802
ZONING: RD

CB
521.41' IN
521.34' IN
521.12' OUT

CLUBHOUSE
EX. HEIGHT: ± 42.17'

POOL BLDG
EX. HEIGHT: ± 29.2'

3360
5050/
180

WILLIAMS, WESLEY THOMAS
WILLIAMS, KELLEY ANNE
62 DEVON DR
DB 5050 PG 180
LRK: 25191
ZONING: R-30

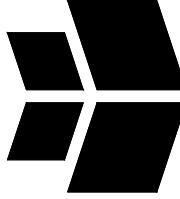
SNOWBERGER, DOUGLAS L
SNOWBERGER, BARBARA G
67 DEVON DR
DB 6219 PG 436
LRK: 22473
ZONING: R-30

MILLER, MICHELE LEE
MILLER, WILLIAM CLARENCE JR
11 MCMICHAEL DR
DB 5442 PG 539
LRK: 24627

DEMOLITION LEGEND

SYMBOL	DESCRIPTION
	AREAS TO BE REMOVED
	FENCE TO BE REMOVED
	WATER PIPE TO BE REMOVED
	STORMWATER PIPE TO BE REMOVED
	TREE TO BE REMOVED

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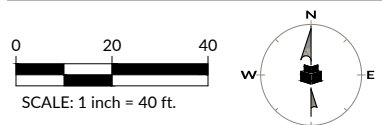


Pinewild Country Club Of
Pinehurst
4 Glasgow Dr.
Pinehurst, NC 2874

DESIGN DEVELOPMENT DRAWINGS FOR PINEWILD COUNTRY CLUB CLUBHOUSE AMENITY AND RENOVATION

4 GLASGOW DRIVE | PINEHURST, NC 28374 | MOORE COUNTY

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INITIAL PLAN DATE: 09/13/2024
REVISIONS:
1 - 12/03/2024 DPC
VOP COMMENTS
2 - 01/29/2025 DPC
VOP COMMENTS
3 - 03/07/2025 DPC
VOP COMMENTS
4 - 03/12/2025 ACP
VOP COMMENTS

WR JOB NUMBER 24-0286-A
DRN: WR DGN: WR CKD: WR

DEMOLITION PLAN

C1.01

STEELE, ZEBULON
STEELE, FAYETTA
10 GREYABBEY DR.
DB 4379 PG 141
LRK: 991462
ZONING: R-30

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 25256
ZONING: RD

YAX, KRISTEN L TRUSTEE
EAMES, MELISSA A TRUSTEE & OTHER
10 GLASGOW DR
DB 6185 PG 288
LRK: 10001384
ZONING: R-30

AEP PINEWILD HOLDING, LLC
PO BOX 3369
DB 6090 PG 235
LRK: 20230801
ZONING: RD

KEFFER, JAMES GLENN JR TRUSTEE
KEFFER, PATRICIA ANN TRUSTEE
86 PINEWILD DR
DB 5008 PG 587
LRK: 25221
ZONING: R-30

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 20230802
ZONING: RD

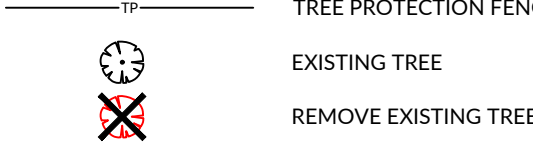
MILLER, MICHELE LEE
MILLER, WILLIAM CLARENCE JR
11 MCMICHAEL DR
DB 5442 PG 539
LRK: 24537
ZONING: R-30

SNOWBERGER, DOUGLAS L
SNOWBERGER, BARBARA G
67 DEVON DR
DB 6219 PG 436
LRK: 22473
ZONING: R-30

3360
5050/
180

WILLIAMS, WESLEY THOMAS
WILLIAMS, KELLEY ANNE
62 DEVON DR
DB 5050 PG 180
LRK: 25191
ZONING: R-30

TCA LEGEND



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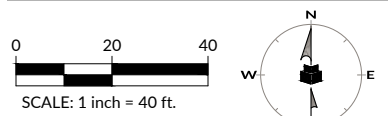
Pinewild Country Club of
Pinehurst

4 Glasgow Dr.
Pinehurst, NC 2874

DESIGN DEVELOPMENT DRAWINGS FOR
PINEWILD COUNTRY CLUB
CLUBHOUSE
AMENITY AND RENOVATION

4 GLASGOW DRIVE | PINEHURST, NC 28374 | MOORE COUNTY

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INITIAL PLAN DATE: 09/13/2024

REVISIONS:

1 - 12/03/2024 DPC

VOP COMMENTS

2 - 01/29/2025 DPC

VOP COMMENTS

3 - 03/07/2025 DPC

VOP COMMENTS

4 - 03/12/2025 ACP

VOP COMMENTS

WR JOB NUMBER 24-0286-A

DRN: WR DGN: WR CKD: WR

TREE PROTECTION
PLAN

C1.02

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 20230802
ZONING: RD

YAX, KRISTEN L TRUSTEE
EAMES, MELISSA A TRUSTEE & OTHERS
10 GLASGOW DR
DB 6185 PG 288
LRK: 10001384
ZONING: R-30

AEP PINEWILD HOLDING, LLC
PO BOX 3369
DB 6090 PG 235
LRK: 20230801
ZONING: RD

KEFFER, JAMES GLENN JR TRUSTEE
KEFFER, PATRICIA ANN TRUSTEE
86 PINEWILD DR
DB 5008 PG 587
LRK: 25221
ZONING: R-30

DESIGN DEVELOPMENT DRAWINGS FOR

PINEWILD COUNTRY CLUB

CLUBHOUSE

AMENITY AND RENOVATION

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INITIAL PLAN DATE: 09/13/2024
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VOP COMMENTS
2 - 01/29/2025 DPC
VOP COMMENTS
3 - 03/07/2025 DPC
VOP COMMENTS
4 - 03/12/2025 ACP
VOP COMMENTS

WR JOB NUMBER	24-0286-A
DRN: WR	DGN: WR CKD: WR

OVERALL SITE PLAN

C2.00

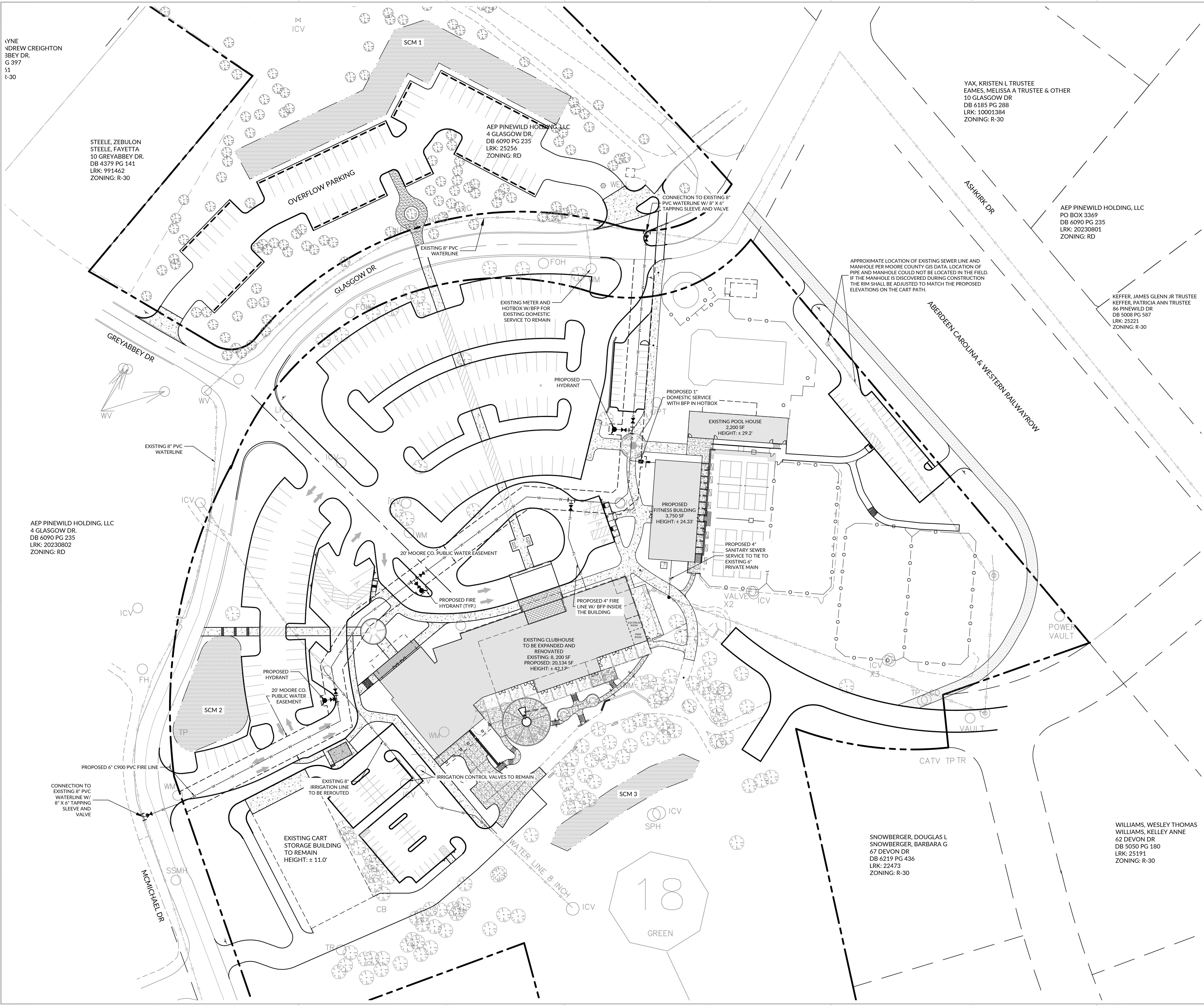
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Pinewild Country Club Of Pinehurst

Page 30 of 73

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LEGEND

BIORETENTION CELLS

NOTE:
THE MEDIA DEPTH OF BIORETENTION CELLS THAT ARE PLANTED WITH TREES AND SHRUBS SHALL BE A MINIMUM OF 36 INCHES TO ACCOMMODATE THE PLANT ROOTS. BIORETENTION CELLS THAT ARE NOT PLANTED WITH TREES AND SHRUBS (I.E., GRASS OR HERBACEOUS PLANTS) MAY HAVE A SHALLOWER MEDIA DEPTH.

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Pinewild Country Club of Pinehurst

4 Glasgow Dr.
Pinehurst, NC 28374

DESIGN DEVELOPMENT DRAWINGS FOR

PINEWILD COUNTRY CLUB CLUBHOUSE

AMENITY AND RENOVATION

4 GLASGOW DRIVE | PINEHURST, NC 28374 | MOORE COUNTY

PRELIMINARY

NOT APPROVED FOR CONSTRUCTION

0 20 40

SCALE: 1 inch = 40 ft.

N

E

S

W

INITIAL PLAN DATE: 09/13/2024

REVISIONS:

1 - 12/03/2024 DPC VOP COMMENTS

2 - 01/29/2025 DPC VOP COMMENTS

3 - 03/07/2025 DPC VOP COMMENTS

4 - 03/12/2025 ACP VOP COMMENTS

WR JOB NUMBER 24-0286-A

DRN: WR DGN: WR CKD: WR

OVERALL UTILITY PLAN

C3.00

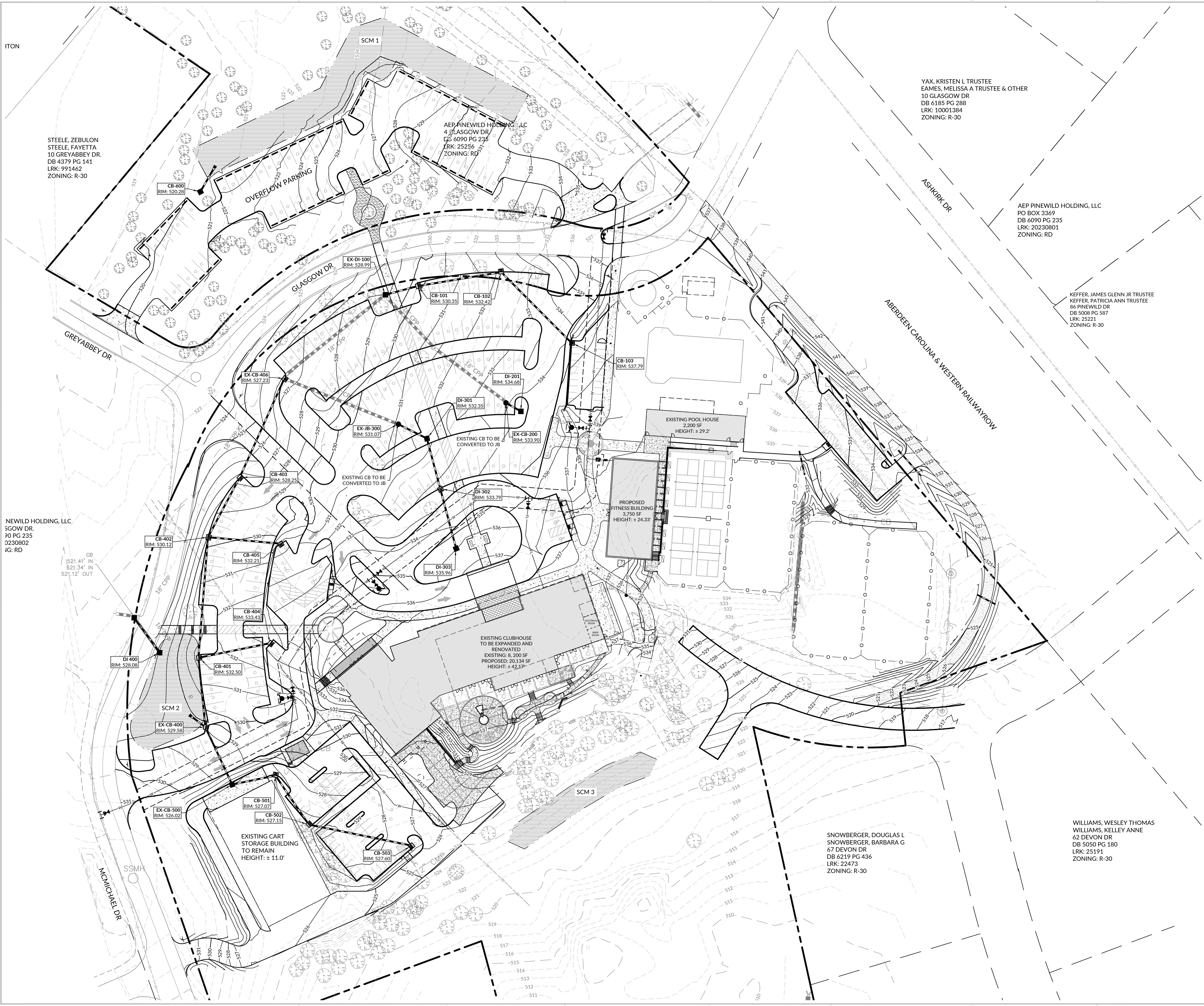
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your success

EST. 1983

J:\24\0286-A\33 Design-Pinehurst-Pinehurst Country Club\03.00 Overall Utility Plan.dwg: Wednesday, March 12, 2025 3:58:47 PM - DWG: C3.00



LEGEND

BIORETENTION CELLS

NOTE:
THE MEDIA DEPTH OF BIORETENTION CELLS THAT ARE PLANTED WITH TREES AND SHRUBS SHALL BE A MINIMUM OF 36 INCHES TO ACCOMMODATE THE PLANT ROOTS. BIORETENTION CELLS THAT ARE NOT PLANTED WITH TREES AND SHRUBS (I.E., GRASS OR HERBACEOUS PLANTS) MAY HAVE A SHALLOWER MEDIA DEPTH.

YAX, KRISTEN L TRUSTEE
EAMES, MELISSA A TRUSTEE & OTHER
10 GLASGOW DR
DB 6185 PG 288
LRK: 10001384
ZONING: R-30

AEP PINEWILD HOLDING, LLC
PO BOX 3369
DB 6090 PG 235
LRK: 20230801
ZONING: RD

KEFFER, JAMES GLENN JR TRUSTEE
KEFFER, PATRICIA ANN TRUSTEE
86 PINEWILD DR
DB 5008 PG 587
LRK: 25221
ZONING: R-30

EXISTING POOL HOUSE
2,200 SF
HEIGHT: ± 29.2'

PROPOSED FITNESS BUILDING
3,750 SF
HEIGHT: ± 24.33'

EXISTING CLUBHOUSE
TO BE EXPANDED AND
RENOVATED
EXISTING: 9,200 SF
PROPOSED: 20,134 SF
HEIGHT: ± 42.17'

EXISTING CART
STORAGE BUILDING
TO REMAIN
HEIGHT: ± 11.0'

SNOWBERGER, DOUGLAS L
SNOWBERGER, BARBARA G
67 DEVON DR
DB 6219 PG 436
LRK: 22473
ZONING: R-30

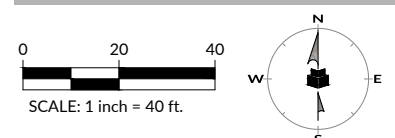
WILLIAMS, WESLEY THOMAS
WILLIAMS, KELLEY ANNE
62 DEVON DR
DB 5050 PG 180
LRK: 25191
ZONING: R-30

DESIGN DEVELOPMENT DRAWINGS FOR

**PINEWILD COUNTRY CLUB
CLUBHOUSE
AMENITY AND RENOVATION**

4 GLASGOW DRIVE | PINEHURST, NC 28374 | MOORE COUNTY

PRELIMINARY
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- INITIAL PLAN DATE: 09/13/2024
- REVISIONS:
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 - 2 - 01/29/2025 DPC VOP COMMENTS
 - 3 - 03/07/2025 DPC VOP COMMENTS
 - 4 - 03/12/2025 ACP VOP COMMENTS

WR JOB NUMBER 24-0286-A
DRN: WR DGN: WR CKD: WR

**OVERALL GRADING
PLAN**

C4.00

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**Pinewild Country Club of
Pinehurst**
4 Glasgow Dr.
Pinehurst, NC 28374

EXISTING TREES TO BE UTILIZED TO FULFILL PARKING TREE REQUIREMENTS

75' INTERIOR PARKING AREA TREE RADIUS, TYP

STEELE, ZEBULON
STEELE, FAYETTA
10 GREYABBEY DR.
DB 4379 PG 141
LRK: 991462
ZONING: R-30

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 25256
ZONING: RD

YAX, KRISTEN L TRUSTEE
EAMES, MELISSA A TRUSTEE & OTHER
10 GLASGOW DR
DB 6185 PG 288
LRK: 10001384
ZONING: R-30

AEP PINEWILD HOLDING, LLC
PO BOX 3369
DB 6090 PG 235
LRK: 20230801
ZONING: RD

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KEFFER, PATRICIA ANN TRUSTEE
86 PINEWILD DR
DB 5008 PG 587
LRK: 25221
ZONING: R-30

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 20230802
ZONING: RD

PARKING AREA PERIMETER LANDSCAPE SEGMENT 'B'

75' INTERIOR PARKING AREA TREE RADIUS, TYP

MILLER, MICHELE LEE
MILLER, WILLIAM CLARENCE JR
11 MCMICHAEL DR
DB 5442 PG 539
LRK: 24537

PLANT LEGEND

SYMBOL	CODE	BOTANICAL NAME
TREES		
	PPA	Pinus palustris
	QVI	Quercus virginiana
	UAL	Ulmus parvifolia 'Allee'
UNDERSTORY TREES		
	INS	Ilex x 'Nellie R. Stevens'
	MBE	Magnolia x 'Betty'
SHRUBS		
	AIN	Azalea indica 'Mrs. G.G. Gerbing'
	BLM	Buxus microphylla 'Little Missy'
	BWI	Buxus microphylla Wintergreen
	BMT	Buxus x 'Green Mountain'
	CJA	Camellia japonica
	DPI	Distylium x 'PIIDIST-II'
	DVJ	Distylium x 'Vintage Jade'
	HGL	Hedera helix 'Glacier'
	HMA	Hydrangea macrophylla 'Endless Summer'
	HQU	Hydrangea quercifolia
	ICO	Ilex cornuta 'Needlepoint'
	IGL	Ilex glabra 'Shamrock'
	IVO	Ilex vomitoria 'Nana'
	LRU	Loropetalum chinense rubrum 'Loropetalum'

GROUND COVERS

	AMI	Allium x 'Millenium'
	AGW	Azalea x 'Gumpo White'
	CAU	Carex aurea
	CFL	Carex flacca
	ESP	Eragrostis spectabilis
	LMU	Liriope muscari 'Big Blue'
	MCA	Muhlenbergia capillaris 'White Cloud'
	PVR	Panicum virgatum 'Heavy Metal'
	PVI	Panicum virgatum 'Northwind'
	SSC	Schizachyrium scoparium 'Stardust'

SOD/SEED

	CDA	Cynodon dactylon 'Turf'
	ERA CUR	Eragrostis curvula

SOILS LEGEND

	SOIL TYPE 1 (TREE AND SHRUB AREA)
	SOIL TYPE 2 (LAWNS)

LANDSCAPE CALCULATIONS:

PARKING AREA LANDSCAPING

PERIMETER LANDSCAPE REQUIREMENTS:

1 LONGLEAF PINE PER 20 LF LOCATED A MINIMUM OF 5 FEET AND MAXIMUM OF 20 FEET FROM THE PARKING LOT EDGE

1 EVERGREEN SHRUB PER 3 LF LOCATED A MINIMUM OF 5 FEET AND MAXIMUM OF 10 FROM THE PARKING LOT EDGE

SEGMENT 'A' REQUIRED	340.64 LF
PROVIDED	17 LONGLEAF PINES
	114 EVERGREEN SHRUBS
SEGMENT 'B' REQUIRED	298.70 LF
PROVIDED	15 LONGLEAF PINES
	100 EVERGREEN SHRUBS
	15 LONGLEAF PINES (3 EXISTING + 12 PROPOSED)
	100 EVERGREEN SHRUBS

INTERIOR LANDSCAPE REQUIREMENTS:

AREAS USED FOR LANDSCAPING SHALL BE PROVIDED IN THE AMOUNT EQUIVALENT TO AT LEAST 10% OF THE PARKING AREA

NO PARKING SPACE SHALL BE FARTHER THAN 75 FEET FROM A TREE TRUNK

1 LARGE HARDWOOD OR PINE TREE PER 250SF OF REQUIRED LANDSCAPE AREA

PARKING AREA REQUIRED	78,951.49 SF
PROVIDED	7,895.15 SF LANDSCAPE AREA (10%)
	32 LARGE HARDWOOD OR PINE TREES (7,895.15 SF / 250 SF = 31.58 TREES)
	8,000 SF LANDSCAPE AREA
	32 LARGE HARDWOOD OR PINE TREES
OVERFLOW AREA REQUIRED	24,557.45 SF
PROVIDED	2,455.8 SF LANDSCAPE AREA (10%)
	10 LARGE HARDWOOD OR PINE TREES (2,455.8 SF/250 SF = 9.82 TREES)
	EXISTING TREES AND LANDSCAPING TO FULFILL REQUIREMENTS

DESIGN DEVELOPMENT DRAWINGS FOR

PINEWILD COUNTRY CLUB CLUBHOUSE AMENITY AND RENOVATION

PRELIMINARY
NOT APPROVED
FOR CONSTRUCTION

INITIAL PLAN DATE: 09/13/2024

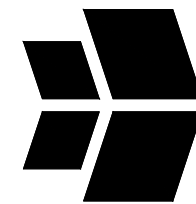
REVISIONS:
1 - 12/03/2024 DPC
VOP COMMENTS
2 - 01/29/2025 DPC
VOP COMMENTS
3 - 03/07/2025 DPC
VOP COMMENTS
4 - 03/12/2025 ACP
VOP COMMENTS

WR JOB NUMBER 24-0286-A
DRN: WR DGN: WR CKD: WR

OVERALL
LANDSCAPE PLAN

L6.10

WithersRavenel
137 S Wilmington Street | Suite 200 | Raleigh, NC 27601
License #: F-1479 | T: 919.469.3340 | www.withersravenel.com



Pinewild Country Club of
Pinehurst
4 Glasgow Dr.
Pinehurst, NC 28747

4 GLASGOW DRIVE | PINEHURST, NC 28374 | MOORE COUNTY

our people • your success

3BEY DR.
G 397
91
1-30

STEELE, ZEBULON
STEELE, FAYETTA
10 GREYABBEY DR.
DB 4379 PG 141
LRK: 991462
ZONING: R-30

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 25256
ZONING: RD

YAX, KRISTEN L TRUSTEE
EAMES, MELISSA A TRUSTEE & OTHER
10 GLASGOW DR
DB 6185 PG 288
LRK: 10001384
ZONING: R-30

AEP PINEWILD HOLDING, LLC
PO BOX 3369
DB 6090 PG 235
LRK: 20230801
ZONING: RD

KEFFER, JAMES GLENN JR TRUSTEE
KEFFER, PATRICIA ANN TRUSTEE
86 PINEWILD DR
DB 5008 PG 587
LRK: 25221
ZONING: R-30

AEP PINEWILD HOLDING, LLC
4 GLASGOW DR.
DB 6090 PG 235
LRK: 20230802
ZONING: RD

MILLER, MICHELE LEE
MILLER, WILLIAM CLARENCE JR
11 MCMICHAEL DR
DB 5442 PG 539
LRK: 24537
ZONING: R-30

SNOWBERGER, DOUGLAS L
SNOWBERGER, BARBARA G
67 DEVON DR
DB 6219 PG 436
LRK: 22473
ZONING: R-30

WILLIAMS, WESLEY THOMAS
WILLIAMS, KELLEY ANNE
62 DEVON DR
DB 5050 PG 180
LRK: 25191
ZONING: R-30

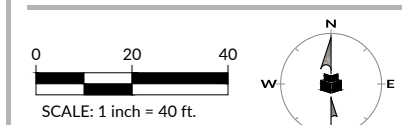
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Pinewild Country Club of
Pinehurst
4 Glasgow Dr.
Pinehurst, NC 28374

DESIGN DEVELOPMENT DRAWINGS FOR
PINEWILD COUNTRY CLUB
CLUBHOUSE
AMENITY AND RENOVATION

4 GLASGOW DRIVE | PINEHURST, NC 28374 | MOORE COUNTY

PRELIMINARY
NOT APPROVED
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INITIAL PLAN DATE: 09/13/2024
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3 - 03/07/2025 DPC
VOP COMMENTS
4 - 03/12/2025 ACP
VOP COMMENTS

WR JOB NUMBER 24-0286-A
DRN: WR DGN: WR CKD: WR

FIRE ACCESS PLAN

EX 1



DR. J.H. CARTER III & ASSOCIATES, INC.

Environmental Consultants
P.O. Box 891 • Southern Pines, N.C. 28388
(910) 695-1043 • Fax (910) 695-3317

6 November 2024

Mr. Christopher Little
Pinewild Country Club of Pinehurst
4 Glasgow Drive
Pinehurst, NC 28374

Dear Mr. Little:

AEP Pinewild Holding, LLC, is proposing to expand and renovate the existing Pinewild clubhouse, add a fitness center facility, reconfigure parking areas, and make associated site improvements. The project site is located off of Glasgow Drive, in Pinehurst, Moore County, North Carolina (NC) (Figure 1). The project area is 9 acres in size and is part of Parcel ID's 00025252 and 00025256. This assessment evaluates the impacts of this project on the RCW pursuant to Section 9 of the Endangered Species Act (ESA), as amended.

On 30 October 2024, a biologist from Dr. J. H. Carter III & Associates, Inc. (JCA) conducted a red-cockaded woodpecker (*Dryobates borealis*) (RCW) survey of the pine forested habitat within the 0.25 mile radius of the Pinewild clubhouse.

The project site consists of a moderately dense overstory of longleaf (*Pinus palustris*) and loblolly pines (*P. taeda*), a sparse midstory of southern magnolia (*Magnolia grandiflora*) and flowering dogwood (*Benthamidia florida*) and a sparse shrub layer consisting of ornamental shrubs.

No known RCW cavity trees are located on the existing clubhouse site and no other RCW cavity trees were found. The site is located within the 0.5 mile radius foraging habitat partition of active RCW cluster Moore County (MOOR) E05 (Figure 1), a RCW Safe Harbor recruitment cluster. The MOOR E05 foraging habitat partition contains approximately 223 acres of pine forested habitat. The proposed project will remove a total of 101 pines on 1.97 acres from the MOOR E05 foraging habitat partition. Of those pines, 3 are 8.0 inches diameter at breast height (dbh), 4 are 10.0 inches, 22 are 12.0 inches, 22 are 14.0 inches, 1 is 15.0 inches, 11 are 16.0 inches, 16 are 18.0 inches, 5 are 20.0 inches, 8 are 22.0 inches and 9 are 24.0 inches. This equates to approximately 148 ft² basal area of pines ≥10 inches dbh.

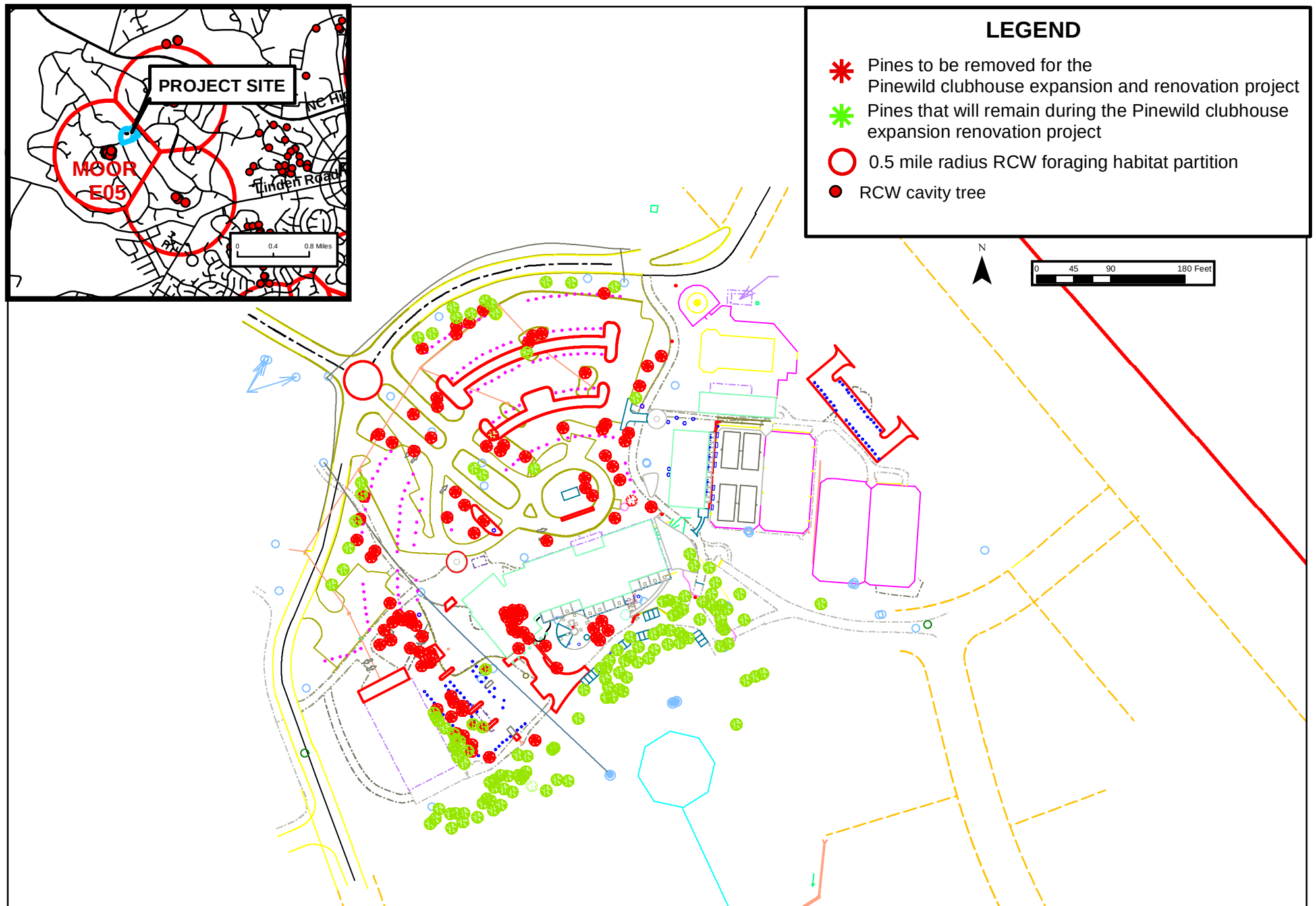


Figure 1. Project site of the proposed Pinewild clubhouse expansion and renovation project off of Glasgow Drive in Pinehurst, Moore County, North Carolina. The project is located within the 0.5 mile radius foraging habitat partition of active red-cockaded woodpecker (*Dryobates borealis*) (RCW) cluster Moore County (MOOR) E05. Also shown are the pines to be removed for the project.

The RCW Recovery Plan (United States Fish and Wildlife Service (USFWS 2003)) defines a cluster as the aggregation of cavity trees used and defended by a group of RCWs plus a 200 foot buffer of contiguous forest. The Recovery Plan also outlines the minimum acreage, distribution and stocking levels of foraging habitat required to conserve a family group of RCWs. Foraging habitat is defined as stands of pine or pine-hardwood more than 30 years old, located within one-half mile of, and contiguous to, an active or managed RCW cluster. Landowners within RCW habitat have a responsibility to minimize the removal of RCW foraging habitat (pine trees ≥ 10 inches in diameter at breast height (dbh)) and must notify the USFWS Raleigh Area Field Office prior to such removals.

Property development within a cluster and associated foraging habitat, if not carefully conducted, is potentially harmful to RCWs and may violate the Endangered Species Act if not specifically authorized by the USFWS. Removing pine trees within the cluster contributes to habitat fragmentation, making RCWs more vulnerable to predation and more susceptible to having other species take over their cavities.

Based on the results of this survey, there are no RCW-related restrictions on developing these parcels.

The RCW survey results are valid for a period of **one year** from the date of this letter. A copy of this letter along with a letter from the USFWS may be required when you request a building permit from your local Planning and Zoning office. If a RCW constructs a cavity in a pine tree on the aforementioned parcel within the one-year time frame, this letter **does not** allow disturbance (within 50 ft.) or removal of the cavity tree. You **must** get additional approval from the USFWS for removal or disturbance of a RCW cavity tree.

Please feel free to call if you have any questions or comments.

Sincerely,



Aubrey Lanier
Wildlife Biologist



TECHNICAL MEMORANDUM

Date: Tuesday, March 4, 2025

To: Alex Cameron
Village of Pinehurst
Planning & Inspections Director

From: Brittany Chase, P.E.
Traffic Engineer
Exult Engineering

Subject: Pinewild Country Club Clubhouse Expansion
Trip Generation Letter (Revised)

BACKGROUND

Exult Engineering has been contracted by Pinewild Country Club and Icahn Enterprises L.P. to perform traffic engineering services for the proposed Pinewild Country Club Clubhouse Expansion located in Pinehurst, North Carolina. The proposed site is located on the south side of Glasgow Drive near the Greyabbey Drive intersection as shown on the Vicinity Map on Figure 1.

The existing site includes a golf course with amenities consisting of an 8,200 square foot clubhouse with a 1,283 square foot golf pro-shop and a 1,970 square foot restaurant. The existing site also includes a 1,958 square foot pool house. The proposed site consists of a 20,134 square foot clubhouse with a 2,185 square foot golf pro-shop, a 3,200 square foot restaurant, and a 4,300 square foot function/banquet hall with 229 seats. The proposed site also includes a new 3,750 square foot fitness center. The existing pool house will remain the same size but undergo renovations. Access for the site will remain at the intersection of Glasgow Drive and Greyabbey Drive as well as additional access points on Glasgow Drive and McMichael Drive as shown on the Site Plan on Figure 2. The proposed site is to be developed by 2026.

The purpose of this letter is to discuss the trip generation of the proposed development. Following the submittal of the *Pinewild Country Club Clubhouse Expansion Trip Generation Letter* (December 2, 2024), the access designation was modified; therefore, this letter has been appropriately updated.

TRIP GENERATION

The trip generation was based on rates published in the most recent edition of the Institute of Transportation Engineer's *Trip Generation Manual* (11th Edition) as well as data collected at a similar site. The North Carolina Department of Transportation (NCDOT) *Congestion Management Rates vs Equations Spreadsheet* was used for guidance. The trip generation presented herein was approved by Village staff.

The proposed changes to the site are to the supporting amenities and not the golf course (number of holes) itself. The Institute of Transportation Engineers (ITE) *Trip Generation Manual* provides trip generation rates for a golf course land use with the independent variables being number of holes and

acres. This land use code description does indicate the sample sites included a clubhouse with pro shop, restaurant/lounge, and/or banquet facility. It is important to note that sample sites were municipal courses, while Pinewild Country Club operates as membership only. However, because the golf course land use includes the supporting amenities, generating trips for the individual amenity land uses, as presented herein, results in a conservative trip generation analysis. Furthermore, internal capture reductions would be appropriate for this site but were not applied to ensure conservative estimates.

As shown in Table 1, the existing site amenities that will be expanded in the future are estimated to currently generate 236 external daily trips, 12 AM peak hour external trips (9 entering, 3 exiting), and 24 PM peak hour external trips (14 entering, 10 exiting).

Table 1: Trip Generation of Existing Site Amenities

Land Use			Daily	AM Peak Hour			PM Peak Hour		
				Total	Enter	Exit	Total	Enter	Exit
LUC 822: Strip Retail (<40K)	1,283	s.f.	70	3	2	1	8	4	4
LUC 931: Quality Restaurant	1,970	s.f.	166	9	7	2	16	10	6
Total Site Trips			236	12	9	3	24	14	10

Reference: *Trip Generation Manual*, 11th Edition, Institute of Transportation Engineers, September 2021

As shown in Table 2, the expanded and new amenities are expected to generate 668 external daily trips, 24 AM peak hour external trips (17 entering, 7 exiting), and 68 PM peak hour external trips (39 entering, 29 exiting).

Table 2: Trip Generation of Proposed Site Amenities

Land Use			Daily	AM Peak Hour			PM Peak Hour		
				Total	Enter	Exit	Total	Enter	Exit
LUC 492: Health/Fitness Club	3,750	s.f.	280	5	3	2	28	16	12
LUC 822: Strip Retail (<40K)	2,185	s.f.	120	5	3	2	14	7	7
LUC 931: Quality Restaurant	3,200	s.f.	268	14	11	3	26	16	10
Total Site Trips			668	24	17	7	68	39	29

Reference: *Trip Generation Manual*, 11th Edition, Institute of Transportation Engineers, September 2021

In comparing the trip generation for the proposed land uses to the existing land use trip generation, the net increase in trips due to the expansion is calculated as 432 new daily trips, 12 new AM peak hour trips, and 44 new PM peak hour trips. Based on the net increase, the proposed expansion is expected to have minimal impact on the surrounding roadway network. Furthermore, the anticipated net increase in trip generation of the proposed site is well below NCDOT's threshold (3,000 vehicles per day) for requiring a Traffic Impact Analysis.

As mentioned above, the proposed site also includes a banquet/function hall with a planned capacity of 229 seats. However, these trips are expected to occur outside of the adjacent street PM peak hour (after 6 pm on weekdays and during the weekend) and therefore were not included with the above trip generation. The owners envision the facility to be used as a wedding venue or to host retirement parties. Trip generation rates for the banquet/function hall were obtained from the *Traffic Impact Study for Valhalla-Brandywine* (McMahon Associates, Inc) in which data was collected at similar sites. The rates obtained from this study are consistent with other resources that estimate approximately 2 – 3 guests per vehicle and a 75% occupancy rate for these facilities. As shown in Table 3, the banquet hall is expected to generate 99 trips (64 entering, 35 exiting) during the event peak hour.

Table 3: Trip Generation of Proposed Function Hall Land Use (Event Peak)

Land Use			Daily	AM Peak Hour			Event PM Peak Hour (After 6 PM or Weekends)		
				Total	Enter	Exit	Total	Enter	Exit
Function/Banquet Hall	229	seats	198	0	0	0	99	64	35
Total Site Trips			198	0	0	0	99	64	35

Reference: Rates obtained from the *Traffic Impact Study for Valhalla-Brandywine* (McMahon Associates, Inc)

Please let me know if you have any questions or comments.

Sincerely,

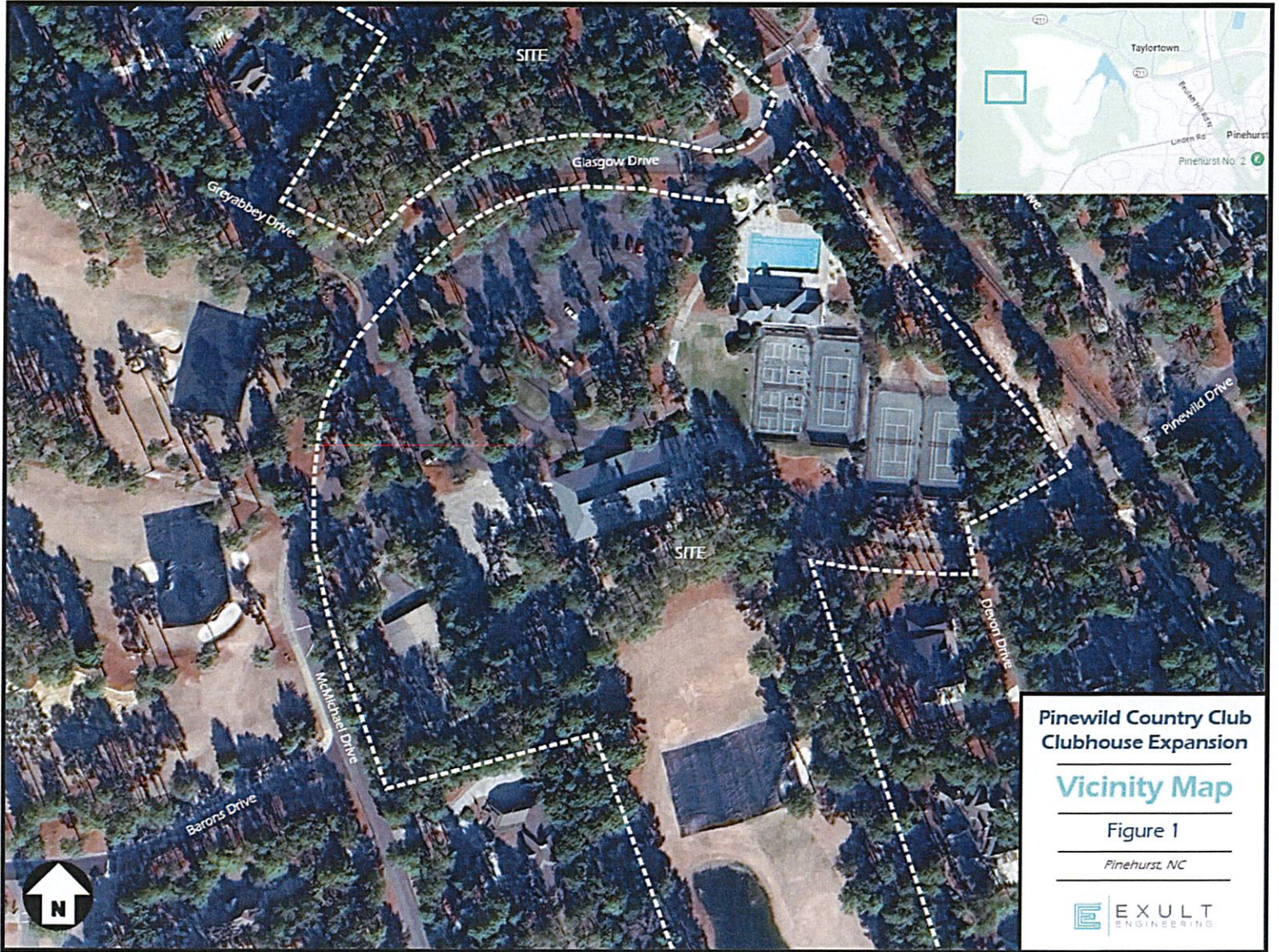


Brittany Chase, P.E.
Exult Engineering

cc: Chris Card, Icahn Enterprises L.P.
Chris Little, Pinewild Country Club
David Case, WithersRavenel
Dagoberto Juarez Pozos, NCDOT Division 8, District 2

Attachments: Figure 1: Vicinity Map
Figure 2: Site Plan
Traffic Impact Study for Valhalla-Brandywine (McMahon Associates, Inc)

ATTACHMENTS



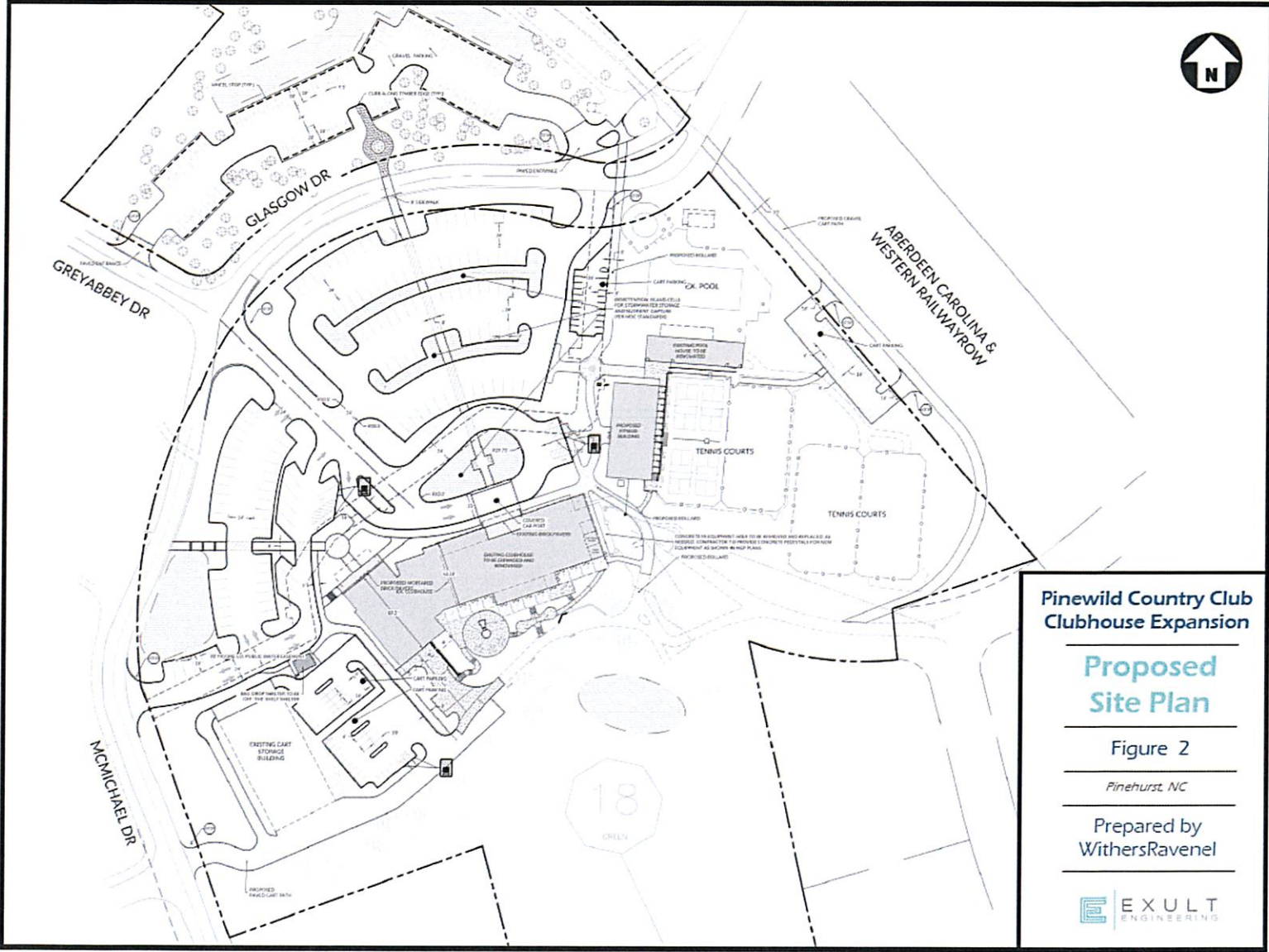
**Pinewild Country Club
Clubhouse Expansion**

Vicinity Map

Figure 1

Pinehurst, NC





**Pinewild Country Club
Clubhouse Expansion**

**Proposed
Site Plan**

Figure 2

Pinehurst, NC

Prepared by
WithersRavenel

EXULT
ENGINEERING

Traffic Impact Study

for

Valhalla Brandywine

Wallace Township,
Chester County,
Pennsylvania



Prepared for:
Valhalla Brandywine Partners, LP
October 14, 2008



860 Springdale Drive, Suite 200
Exton, PA 19341
610-594-9995 fax 610-594-9565
www.mcmtrans.com

Christopher J. Williams, P.E.
Associate/Senior Project Manager
License #53062-E
McMahon Project No. 807140.11

Trip Generation

Traffic volumes generated by the proposed development were prepared based on trip generation data compiled from numerous studies contained in the Institute of Transportation Engineers (ITE) publication, *Trip Generation, 7th Edition*. As described above, the primary trip generating uses on the site will be the 275 single-family homes and the 180 guest suites. In addition, we treated the 18-hole golf course, the recreation/spa/wellness center, the public dining, and the banquet facilities within the country club separately to account for additional trip generation in order to be conservatively high in the estimates for traffic planning purposes.

In order to estimate the trip generation for the 275 homes (182 primary homes and 93 second homes) and the 180 guest suites, the trip generation rates and equations for Single Family Detached Housing (ITE Land Use Code 210), Recreational Homes (ITE Land Use Code 260), and Resort Hotel (ITE Land Use Code 330) were used. In order to estimate the trip generation for the golf course, the trip generation rates for Golf Course (ITE Land Use Code 430) were used. In order to estimate the trip generation for the public dining areas, the trip generation rates for Quality Restaurant (ITE Land Use Code 931) and High Turnover (Sit-Down) Restaurant (ITE Land Use Code 932) were used.

In order to estimate the trip generation for the country club banquet facility, trip generation rates developed by our office were used. These trip generation rates are based on traffic counts conducted by McMahon at similar facilities during the highest Saturday peak hour. Since no data is available for the weekday afternoon peak hour, the Saturday peak hour rates were used to estimate the traffic generated by the banquet facility during the weekday afternoon peak hour. In addition, it was assumed that the banquet facility would not generate traffic during the weekday morning peak hour.

A large portion of the trip generation associated with the recreation/spa/wellness center is already accounted for in the trip generation estimates for the guest suites and homes, since recreation/spa/wellness facilities are accessory uses for the on-site members. However, we have supplemented the trip generation estimates for the recreation/spa/wellness center by using Athletic Club (ITE Land Use Code 493). Again, many of the members using the recreation/spa/wellness center amenities will already be located on-site, either residing in a guest suite or within one of the homes; however, we conservatively accounted for the members that are not residing on-site, but may wish to visit the site to take advantage of these facilities. Therefore, to estimate the number of outside members that will use the recreation/spa/wellness center on a daily basis, it was assumed that of the 2,500 family memberships, 455 (275 memberships from the homes and 180 in the guest suites) are already on the site, and the remaining 2,045 memberships (or approximately 80 percent) could use the recreation/spa/wellness center on a daily basis.

In addition, since the on-site members will also be able to use all of the dining options, an internalization factor of 20 percent was applied to the public dining options only to account for the percentage of patrons that are generated from the on-site patrons (guest suites and homes). Therefore, again, the remaining customers using the public dining options (80 percent) are assumed to be generated externally, which is a very high and perhaps unlikely estimate.

Finally, because of the uniqueness of this development, and since it is not located in such a way to be visible from the surrounding road system, we did not assume any pass-by reduction to the trip generation estimates. The resultant weekday commuter peak hour trip generation estimates for the proposed site is estimated to be conservatively high for traffic planning purposes, and is shown in Table 3.

Table 3. Vehicular Trip Generation⁽¹⁾

Land Use	Size	Weekday Morning Peak Hour				Weekday Afternoon Peak Hour		
		In	Out	Total		In	Out	Total
Primary Homes ⁽²⁾	182 Units	34	103	137		116	68	184
Recreational Homes ⁽³⁾	93 Units	10	5	15		10	14	24
Guest Suites ⁽⁴⁾	180 Occupied Rooms	50	20	70		33	44	77
Golf Course ⁽⁵⁾	18 Holes	32	8	40		22	27	49
Recreation/Spa/Wellness Center ⁽⁶⁾	2,045 Members	95	69	164		100	64	164
Country Club Banquet Facilities ⁽⁷⁾	250 Seats	0	0	0		70	38	108
Quality Restaurant ⁽⁸⁾ -Internal Trips ⁽⁹⁾ External Trips	300 Seats	4	5	9		52	26	78
		-1	-1	-2		-10	-5	-15
High Turnover Restaurant ⁽¹⁰⁾ -Internal Trips ⁽⁹⁾ External Trips	150 Seats	3	4	7		42	21	63
		36	35	71		36	27	63
Total		-7	-7	-14		-7	-5	-12
		29	28	57		29	22	51
Total		261	245	506		439	308	747
-Internal Trips		-8	-8	-16		-17	-10	-27
External Trips		253	237	490		422	298	720

- (1) Based on the Institute of Transportation Engineers (ITE) publication, *Trip Generation, Seventh Edition*, unless otherwise noted.
- (2) ITE Land Use Code 210, Single Family Detached Housing.
- (3) ITE Land Use Code 260, Recreational Homes.
- (4) ITE Land Use Code 330, Resort Hotel.
- (5) ITE Land Use Code 430, Golf Course.
- (6) ITE Land Use Code 493, Athletic Club.
- (7) Based on traffic counts conducted by McMahon Associates, Inc. at similar local banquet facilities. The Saturday peak hour rates were used for the weekday afternoon peak hour. It is assumed that the banquet facilities would not generate significant traffic during the weekday morning peak hour.
- (8) ITE Land Use Code 931, Quality Restaurant.
- (9) An internalization rate of 20 percent was applied to the restaurant uses only.
- (10) ITE Land Use Code 932, High Turnover (Sit-Down) Restaurant.

As shown in Table 3, based on the conservative trip generation assumptions previously described, the site will generate 490 new trips (total in both directions) during the weekday morning peak hour, and 720 new trips (total in both directions) during the weekday afternoon peak hour. It is noted that due to the nature of the site, the site-generated traffic will occur at different times throughout the day, and therefore, the traffic will not be concentrated during the weekday commuter peak hours, when traffic is



January 29, 2025

Village of Pinehurst TRC
Moore County Public Utilities
Mike Apke, PE
C. Brian Patnode, PE

RE: Pinewild Country Club Clubhouse Improvements – Fire Flow Analysis

Dear Staff:
This letter is in response to the building permit review comments for the above-referenced letter requesting a Fire Flow Analysis for the project. In response to the comment we provide the following information to you for your review:

PINEWILD COUNTRY CLUB CLUBHOUSE FIRE FLOW ANALYSIS:

This analysis is based on data from a Hydrant Flow Test conducted July 26, 2024.

- The available hydrant flow is 2,921 Gallons Per Minute (GPM) at 20 psi;
- The building construction is: 20,134 SF of Type VB;
- Based on ISO Needed Fire Flow Formula $NFF = CO[1+(X+P)]$
 - 3,511 GPM for 17,833 SF (50% of additional floor counting) of Frame Construction prior to reduction.
- The proposed building will have a NFPA 13 sprinkler system;
- The total minimum required flow for the building is **2,500 GPM.**

PINEWILD COUNTRY CLUB FITNESS FIRE FLOW ANALYSIS:

This analysis is based on data from a Hydrant Flow Test conducted July 26, 2024.

- The available hydrant flow is 2,921 Gallons Per Minute (GPM) at 20 psi;
- The building construction is: 3,750 SF of Type VB;
- Based on ISO Needed Fire Flow Formula $NFF = CO[1+(X+P)]$
 - 1,755 GPM for 4,000 SF of Frame Construction.
- The total minimum required flow for the building is **2,000 GPM.**

Based on the observed fire hydrant flow data and the building construction, the available fire flow from the hydrants exceeds the minimum required flow.

In addition to the Fire Flow Analysis, we are also attaching the Hydrant Flow test results from the test conducted on July 26, 2024, for your review. Please contact me if you have any questions, or if we can provide any other information to you for your review.

Sincerely,
WithersRavenel

Bill Roark, PE
Engineer



1/29/2025

137 South Wilmington Street, Suite 200 | Raleigh, NC 27601
t: 919.469.3340 | f: 919.467.6008 | www.withersravenel.com | License No. C-0832
Asheville | Cary | Greensboro | Pittsboro | Raleigh | Wilmington

FIRE & RESCUE			Page 1/3																					
ISO Fire Flow Worksheet																								
Needed Fire Flow Work Sheet (ISO formulas)			NFF = (Ci)(Oi)(Xi+Pi) C=18F(Ai)^0.5																					
Address:	4 Glasgow Dr.																							
Project Name:	Pinewild Clubhouse	Occupancy Type:	Golf Clubhouse																					
Construction Type:	Ordinary	Number of Stories:	2																					
STEP 1																								
Take the area, which is 100% sq. ft. of the first floor plus the following percentage of the total area of the other floors.																								
First Floor Area in Sq. Ft		15531	Sq. Ft. @ 100%																					
Additional Floors																								
Enter total area in sq. ft for all other floors		4603																						
Total Area Entire Building		17832.5																						
STEP 2																								
F = Coefficient related to the class of construction as determined by using the construction type found in SBCCI																								
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Construction Class		1																						
Square Root of the Area x F x 18		3500	= C Value																					

FIRE & RESCUE		Page 2/3
ISO Fire Flow Worksheet		
Needed Fire Flow Work Sheet (ISO formulas)		
STEP 3	Multiply result of rounded off GPM by the Occupancy Factor (Oi) Noncombustible (C-1) = No active fuel loads such as storage of asbestos, clay, glass, marble, stone, or metal products. Limited - Combustible (C-2) = Limited fuel loads such as airports, apartments, art studios, auto repair, auto showroom, aviaries, banks, barber shops, beauty shops, churches, clubs, cold storage warehouses, day care center, educational occupancies, gas stations, green houses, health clubs, hospitals, jails, libraries, medical labs, motels, museums, nursing homes, offices, radio stations, recreation centers, and rooming houses. Combustible (C-3) = Moderate fuel loads such as auto part stores, auto repair training center, bakery, bookstores, bowling centers, casinos, commercial laundries, contractor equipment storage, dry cleaners with no flammable fluids, leather processing, municipal storage buildings, nursery sales stores, pavilions, pet shops, photographic supplies, printers, restaurants, shoe repair, supermarkets, theaters, vacant buildings, and most wholesale & retail sales occupancies. Free-Burning (C-4) = Active fuel loads such as aircraft hangers, cabinet making, combustible metals, dry cleaners using flammable fluids, feed stores, furniture stores, kennels, lumber, packaging and crating, paper products manufacturing, petroleum bulk distribution centers, tire manufacturers, tire recapping or retreading, wax products, and wood working shops. Rapid-Burning (C-5) = Contents that burn with great intensity, spontaneously ignite, have flammable or explosive vapors, or large quantities of dust such as ammunition, feed mills, fireworks, flammable compressed gases, flammable liquids, flour mills, highly flammable solids, matches, mattress factories, nitrocellulose-based products, rag storage, upholstery shops, & waste paper storage. Occupancy Class Selected (1 thru 5) 2 GPM x Oi 2975	Occupancy Factor 0.75 0.85 1.0 1.15 1.25
FIRE & RESCUE		Page 3/3

ISO Fire Flow Worksheet						
Needed Fire Flow Work Sheet (ISO formulas)						
STEP 4	Now consider the exposure factor (Xi) - (Separation between buildings)					
	Distance (feet to the exposed building)	Xi >3 stories				
	0-10	0.22 0.47				
	11-30	0.18 0.43				
	31-60	0.13 0.38				
	61-100	0.09 0.34				
	Distance, in feet, to the exposed building 25					
	Xi (from table) 0.18					
	Multiply GPM from step 4 by (1+Xi)					
	Total From Step 4 3511					
STEP 5	Approved Fire Sprinkler System? (Y or N) y					
	Take fire flow from step 5 and multiply by sprinkler credit of 0.25					
	Sprinkler credit 878					
	Now subtract sprinkler credit from fire flow in step 4					
<table border="1"><tr><td>NEEDED FIRE FLOW</td><td>2500 GPM</td></tr><tr><td>PROVIDED FIRE FLOW</td><td>2921 GPM</td></tr></table>			NEEDED FIRE FLOW	2500 GPM	PROVIDED FIRE FLOW	2921 GPM
NEEDED FIRE FLOW	2500 GPM					
PROVIDED FIRE FLOW	2921 GPM					

FIRE & RESCUE			Page 1/3																					
ISO Fire Flow Worksheet																								
Needed Fire Flow Work Sheet (ISO formulas)			NFF = (Ci)(Oi)(Xi+Pi) C=18F(Ai)^0.5																					
Address:	4 Glasgow Dr.																							
Project Name:	Pinewild Fitness	Occupancy Type:	Golf Clubhouse																					
Construction Type:	Ordinary	Number of Stories:	1																					
STEP 1																								
Take the area, which is 100% sq. ft. of the first floor plus the following percentage of the total area of the other floors.																								
First Floor Area in Sq. Ft		3750	Sq. Ft. @ 100%																					
Additional Floors																								
Enter total area in sq. ft for all other floors		0																						
Total Area Entire Building		3750																						
STEP 2																								
F = Coefficient related to the class of construction as determined by using the construction type found in SBCCI																								
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Square Root of the Area x F x 18		1750	= C Value																					

FIRE & RESCUE		Page 2/3
ISO Fire Flow Worksheet		
Needed Fire Flow Work Sheet (ISO formulas)		
STEP 3	Multiply result of rounded off GPM by the Occupancy Factor (Oi)	Occupancy Factor
	Noncombustible (C-1) = No active fuel loads such as storage of asbestos, clay, glass, marble, stone, or metal products.	0.75
	Limited - Combustible (C-2) = Limited fuel loads such as airports, apartments, art studios, auto repair, auto showroom, aviaries, banks, barber shops, beauty shops, churches, clubs, cold storage warehouses, day care center, educational occupancies, gas stations, green houses, health clubs, hospitals, jails, libraries, medical labs, motels, museums, nursing homes, offices, radio stations, recreation centers, and rooming houses.	0.85
	Combustible (C-3) = Moderate fuel loads such as auto part stores, auto repair training center, bakery, bookstores, bowling centers, casinos, commercial laundries, contractor equipment storage, dry cleaners with no flammable fluids, leather processing, municipal storage buildings, nursery sales stores, pavilions, pet shops, photographic supplies, printers, restaurants, shoe repair, supermarkets, theaters, vacant buildings, and most wholesale & retail sales occupancies.	1.0
	Free-Burning (C-4) = Active fuel loads such as aircraft hangers, cabinet making, combustible metals, dry cleaners using flammable fluids, feed stores, furniture stores, kennels, lumber, packaging and crating, paper products manufacturing, petroleum bulk distribution centers, tire manufacturers, tire recapping or retreading, wax products, and wood working shops.	1.15
	Rapid-Burning (C-5) = Contents that burn with great intensity, spontaneously ignite, have flammable or explosive vapors, or large quantities of dust such as ammunition, feed mills, fireworks, flammable compressed gases, flammable liquids, flour mills, highly flammable solids, matches, mattress factories, nitrocellulose-based products, rag storage, upholstery shops, & waste paper storage.	1.25
	Occupancy Class Selected (1 thru 5)	2
	GPM x Oi	1487.5
FIRE & RESCUE		Page 3/3

ISO Fire Flow Worksheet

Needed Fire Flow Work Sheet (ISO formulas)

STEP 4

Now consider the exposure factor (Xi) - (Separation between buildings)

Distance (feet to the exposed building)	Xi	>3 stories
0-10	0.22	0.47
11-30	0.18	0.43
31-60	0.13	0.38
61-100	0.09	0.34

Distance, in feet, to the exposed building

Xi (from table)

Multiply GPM from step 4 by (1+Xi)

Total From Step 4

STEP 5

Approved Fire Sprinkler System? (Y or N)

Take fire flow from step 5 and multiply by sprinkler credit of 0.25

Sprinkler credit

Now subtract sprinkler credit from fire flow in step 4

NEEDED FIRE FLOW	2000 GPM
PROVIDED FIRE FLOW	2921 GPM



MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION

FLOW TEST WO-070524-056

Date: 7/5/2024

0 40 80 120 Feet

Moore County GIS Disclaimer
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-16. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).



HYDRANT FLOW TEST REPORT

LOCATION: 18 MCMICHAEL DR
DATE: 7/26/2024
TIME: 3:00 PM

TEST MADE BY: CPB & ADS
REPRESENTATIVE OF: MOORE COUNTY PUBLIC UTILITIES
WITNESS: N/A

PURPOSE OF TEST: FIRE FLOW

CONSUMPTION RATE DURING TEST: N/A GPM
IF PUMPS AFFECT TEST, INDICATE PUMPS OPERATING:

FLOW HYDRANT #s	A ¹	A ²	A ³
	4032		
SIZE NOZZLE:	IN		
PITOT READING:	45	PSI	
TOTAL GPM:	1110	GPM	
RESIDUAL HYDRANT #	4033		
STATIC _B	56	PSI	
RESIDUAL _B	50	PSI	
PROJECTED RESULTS AT	20	PSI	RESIDUAL 2921 GPM
REMARKS: CANNON PARK = 36.1'			
WELLS & BPS = OFF			



Public Hearing No. 2 - Consider Amendments to the 2019 Comprehensive Plan ADDITIONAL AGENDA DETAILS:

The purpose of this agenda item is to consider amendments to the 2019 Comprehensive Plan. Specifically, the areas and topics of Balancing Conservation and Growth, conservation subdivisions, references to the Western Connector, and Focus Areas 2 & 5.

FROM: Alex Cameron, Planning & Inspections Director
CC: Village Council; Doug Willardson, Village Manager
DATE OF MEMO: 04/11/2025

MEMO DETAILS

Village Council recently amended a policy (#51, Resolution #24-14) to help establish the process for reviewing, amending, and adopting (if necessary) the Village's Comprehensive Plan. Per the amended policy, Village Council is to periodically review and update the Comprehensive Plan to avoid disparities between the Comprehensive Plan and existing/emerging conditions.

As a result of the amended policy and with the comprehensive update to the Pinehurst Development Ordinance (PDO) beginning, Council began to review the Comprehensive Plan and discuss specific areas to potentially amend. Based on the discussion and input received, those specific areas or themes were identified as follows:

- **Balancing Conservation and Growth**
There is concern about how we balance growth with conservation, especially in the Village's Extra-Territorial Jurisdiction (ETJ). There's some hesitation around the idea of "Conservation Neighborhoods" in this area, especially in Focus Area 1. This may need to be revisited to see if it still makes sense as a way to protect the character of the ETJ while still allowing for future growth.
- **Western Connector**
There are questions about the viability of the proposed "Western Connector" and whether it will truly help alleviate traffic congestion. There are also concerns that it could encourage unwanted growth in the western ETJ (Focus Area 1).
- **Small Area Plan for NC Highway 5 Commercial Area**
The Small Area Plan for the NC Highway 5 Commercial Area may need an update to reflect changes in traffic patterns and congestion. This will likely be tied into updates to the Pinehurst Development Ordinance (PDO) and should be looked at as part of the bigger picture of growth and development.
- **Ensuring Compatible Growth Along Highway 211**
Village Council has recently been looking for ways to make sure that growth along Highway 211 is in line with surrounding areas, including reviewing zoning on the Pinehurst side of the highway. Expanding the ETJ north of 211 is unlikely, but considering working with the County and/or Taylortown to address zoning or possibly creating an overlay district to ensure appropriate development is an option. Some of this, too, will likely be part of the PDO update.

Adopting or amending Comprehensive Plans may only be done by the Governing Board after conducting a public hearing and after receiving a recommendation from the Planning and Zoning Board. The Planning and Zoning Board considered a recommendation after conducting a public

hearing during their regular meeting on April 3, 2025. The Planning and Zoning Board unanimously recommended the following:

- Consider removing references to the Western Connector.
- Address traffic to alleviate congestion in Focus Area 2 with updates to the PDO.
- Consider amending Implementation Strategy 2.17 to include collaborating with neighboring communities along the NC Hwy 211 corridor to ensure compatible growth.

After conducting the public hearing and receiving public comments, the Village Council may:

1. Close the public hearing and move to consider adopting Ordinance #25-07 to amend the Comprehensive Plan.
2. Close the public hearing and defer action to a later meeting.
3. Continue the public hearing to consider additional input (the specific date, time and place must be stated).

ATTACHMENTS

None



**Consider Ordinance 25-07 Amending the Village of Pinehurst 2019
Comprehensive Plan
ADDITIONAL AGENDA DETAILS:**

FROM: Alex Cameron, Planning & Inspections Director
CC: Village Council;
DATE OF MEMO: 04/14/2025

MEMO DETAILS

Attached for Council's consideration is draft Ordinance #25-07 to amend the Village of Pinehurst's 2019 Comprehensive Plan.

ATTACHMENTS

1. DRAFT Ordinance 25-07 Comprehensive Plan Amendments

ORDINANCE #25-07:

AN ORDINANCE AMENDING THE VILLAGE OF PINEHURST COMPREHENSIVE PLAN

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Comprehensive Plan on the 22nd day of October 2019 for the purpose of guiding goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction; and

WHEREAS, the Comprehensive Plan helps ensure coordinated, efficient, and orderly development based on an analysis of present and future community needs; and

WHEREAS, said Comprehensive Plan may be amended from time to time to avoid disparities between the Comprehensive Plan, market and economic realities, actions taken as specified in the Plan, and existing and emerging conditions; and

WHEREAS, the Village Council has adopted a policy on Comprehensive Plan adoption, review and amendments; and

WHEREAS, the Planning & Zoning Board held a public hearing on April 3, 2025, and recommended the Comprehensive Plan be amended; and

WHEREAS, a public hearing was held on April 22, 2025, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in The Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction; and

WHEREAS, the Village Council, after conducting a public hearing, receiving public comments and input, and considering the recommendation of the Planning and Zoning Board, have determined that it is in the best interests of the Village of Pinehurst and the extraterritorial jurisdiction that the Comprehensive Plan be amended.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled on this 22nd day of April 2025 amending the 2019 Comprehensive Plan as follows:

SECTION 1. Conservation Neighborhoods are not considered in Focus Area 1 (western ETJ).

SECTION 2. References to the Western Connector to be removed from the Plan.

SECTION 3. The Village considers additional ways to alleviate congestion in Focus Area 2: Highway 5 Commercial Area with the comprehensive update to the Pinehurst Development Ordinance.

SECTION 4. Implementation Strategy 2.17 be amended to include collaborating with neighboring jurisdictions to ensure compatible growth along the NC Highway 211 corridor.

SECTION 5. That the Village of Pinehurst's Comprehensive Plan is amended.

SECTION 6. This Ordinance shall be and remain in full force and effect from and after April 22, 2025.

Adopted this 22nd day of April 2025.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney



**Consider Resolution 25-14 Opposing the State Legislature's Attempts to
Remove ETJ Authority for North Carolina Cities and Towns
ADDITIONAL AGENDA DETAILS:**

FROM: Doug Willardson, Village Manager
CC: Village Council;
DATE OF MEMO: 04/10/2025

MEMO DETAILS

On the agenda is draft resolution 25-14 opposing efforts to eliminate Extraterritorial Jurisdiction (ETJ) authority across the state or locally. This is a specific response to [SB 314](#).

ETJs allow municipalities to apply zoning regulations up to three miles beyond their limits. This helps manage growth and protect property values. ETJs are a tool for planning future infrastructure and development wisely.

For a tourism-driven community like Pinehurst, losing ETJ authority would threaten both our economy and the quality of life our residents and visitors expect. While concerns about representation for ETJ residents exist, the need for strong, local planning remains critical.

The attached resolution supports preserving our ETJ authority and the ability to manage our growth responsibly. It specifically opposes SB 314.

Please reach out with any questions ahead of the meeting.

ATTACHMENTS

1. DRAFT Resolution 25-14_Updated_Council Resolution Opposing Senate Bill 314 (ETJ)

RESOLUTION #25-14:

A RESOLUTION OPPOSING SENATE BILL 314 AND EFFORTS TO ELIMINATE MUNICIPAL EXTRATERRITORIAL JURISDICTION (ETJ) AUTHORITY

WHEREAS, for decades, North Carolina municipalities have exercised Extraterritorial Jurisdiction (ETJ) authority to extend limited zoning and development regulations up to three miles beyond municipal boundaries; and

WHEREAS, ETJs are critical tools that allow municipalities to manage growth, protect property values, and ensure safe, compatible development near town limits; and

WHEREAS, the Village of Pinehurst, as a tourism-centered community, relies on thoughtful, local planning to protect the quality of life, sustain economic vitality, and maintain the character that residents, businesses, and visitors expect; and

WHEREAS, orderly growth allows for the amenities and aesthetic appeal that makes an area attractive to homeowners, businesses and visitors; and

WHEREAS, the proposed Senate Bill 314 would eliminate municipal ETJ authority statewide, stripping cities and towns of a proven, long-standing mechanism for responsible growth management; and

WHEREAS, the loss of ETJ authority would threaten the Village's ability to safeguard neighborhoods, infrastructure investments, and community standards in areas critical to our future; and

WHEREAS, while concerns regarding ETJ residents' representation are acknowledged, eliminating ETJs altogether would create greater challenges for orderly development and undermine the careful planning necessary for community success; and

WHEREAS, residents of the ETJ serve on our Planning and Zoning Board and as a member of our Neighborhood Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst that it opposes Senate Bill 314 and any similar legislative efforts to eliminate or restrict municipal Extraterritorial Jurisdiction authority.

BE IT FURTHER RESOLVED that the Village Council urges members of the North Carolina General Assembly to reject Senate Bill 314 and continue to support municipalities' ability to manage growth responsibly, protect property values, and plan for the future.

Adopted this 22nd day of April 2025.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney



Enterprise Fleet Management Presentation ADDITIONAL AGENDA DETAILS:

FROM: J. Carlton Cole, Asst. Village Manager of Operations
CC: Village Council; Doug Willardson
DATE OF MEMO: 04/14/2025

MEMO DETAILS

Since January, staff have been meeting with representatives from Enterprise Fleet Management to gather and review detailed information regarding their fleet services and management solutions. These discussions have focused on evaluating how their program could enhance the efficiency, cost-effectiveness, and sustainability of the Village's current fleet operations.

As part of this ongoing review, Enterprise Fleet Management will provide a presentation to the Village Council for consideration. The presentation will summarize key findings, outline the proposed benefits, and offer an opportunity to address any questions Council members may have.

Additionally, the master lease agreement is available for Council's review and approval, should you choose to move forward.

Please feel free to reach out with any questions prior to the presentation. We look forward to discussing this opportunity and how it may support the Village's long-term fleet strategy and goals.

ATTACHMENTS

1. Master Equity Lease Agreement - Government
2. Addendum to Equity MLA

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2025 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2025 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Village of Pinehurst ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of North Carolina (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Village of Pinehurst (Lessee)

By _____

Title: _____

Date Signed: _____, _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Date Signed: _____, _____