



**VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF JULY 24, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

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

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

- A. Public Safety Reports.
 Police Department
 Fire Department
- B. Approval of Draft Village Council Meeting Minutes.
 July 10 Regular Meeting
 July 10 Work Session

End of Consent Agenda.

5. Presentation of ICMA Certificate of Performance Management.
6. Discuss and consider a resolution requesting an expansion of the Pinehurst extraterritorial jurisdiction (ETJ).
7. Consider a budget amendment reappropriating funds from FY 2018 to FY 2019.
8. Discuss and approve a lease agreement for Village property (Barn 19).
9. Consider a resolution delegating leasing authority to Village Manager.
10. Consider a budget amendment for emergency HVAC replacements
11. Other Business.
12. Comments from Attendees.
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.



**COUNCIL
ADDITIONAL AGENDA DETAILS:**

ATTACHMENTS:

Description

 Council Report



Council Member to Report	Partners & Collaborators
Nancy Fiorillo	Triangle J. COG
	Neighborhood Advisory Committee
John Cashion	Moore County Schools
	Partners in Progress
John Bouldry	NCDOT/MCTC/TARPO
	Beautification Committee
Judy Davis	Pinehurst Business Partners
	Given Memorial Library
Kevin Drum	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
	Bicycle and Pedestrian Advisory Committee



**PUBLIC SAFETY REPORTS.
ADDITIONAL AGENDA DETAILS:**

Police Department
Fire Department

FROM:

Lauren Craig

DATE OF MEMO:

7/18/2018

MEMO DETAILS:

The monthly public safety reports are attached.

Please note the two Police Reports are in a new format in order to meet the requirements of the National Incident-Based Reporting System (NIBRS).

ATTACHMENTS:

Description

- ☐ June 2018 Incident Crime Summary Year To Year Comparison
- ☐ June 2018 Activity Detail Summary (by Category)
- ☐ FD Report June 2018

Incident Crime Summary Year To Year Comparison

Pinehurst Police Department

January - June

Offense	2017	2017 Unfounded	2018	2018 Unfounded	% Change
Homicides					
Murder and Non-negligent Manslaughter	0	0	0	0	--
Negligent Manslaughter	0	0	0	0	--
Justifiable Homicide	0	0	0	0	--
Total Homicides	0	0	0	0	--
Kidnapping/Abduction	0	0	1	0	--
Sex Offenses					
Rape	0	0	0	0	--
Sodomy	0	0	0	0	--
Sexual Assault with an Object	0	0	0	0	--
Fondling	0	0	0	0	--
Total Sex Offenses	0	0	0	0	--
Robbery	2	0	0	0	-100.0%
Assaults					
Aggravated Assault	5	0	0	0	-100.0%
Simple Assault	10	3	9	4	-10.0%
Intimidation	0	0	0	0	--
Total Assaults	15	3	9	4	-40.0%
Arson	0	0	0	0	--
Extortion/Blackmail	0	0	0	0	--
Burglary/Breaking and Entering	2	0	3	0	50.0%
Larceny/Theft					
Pocket-Picking	0	0	0	0	--
Purse-Snatching	1	0	0	0	-100.0%
Shoplifting	3	0	1	0	-66.7%
Theft of Motor Vehicle Parts	1	0	0	0	-100.0%
Theft from Motor Vehicle	6	0	9	0	50.0%
Theft from Coin-Operated Machine or Device	0	0	0	0	--
Theft from Building	8	0	11	0	37.5%
All Other Larceny	37	1	18	1	-51.4%
Total Larceny/Theft Offenses	56	1	39	1	-30.4%
Motor Vehicle Theft	1	0	1	0	0.0%
Counterfeiting/Forgery	6	0	1	0	-83.3%

Incident Crime Summary Year To Year Comparison

Pinehurst Police Department

Offense	January - June				% Change
	2017	2017 Unfounded	2018	2018 Unfounded	
Fraud					
False Pretenses/Swindle/Confidence Game	15	0	7	2	-53.3%
Credit Card/Automatic Teller Machine Fraud	7	0	5	1	-28.6%
Impersonation	2	0	0	0	-100.0%
Welfare Fraud	0	0	0	0	--
Wire Fraud	2	0	0	1	-100.0%
Identity Theft	0	0	0	0	--
Hacking/Computer Invasion	0	0	0	0	--
Total Fraud Offenses	26	0	12	4	-53.8%
Embezzlement	2	0	0	0	-100.0%
Stolen Property	7	0	2	0	-71.4%
Destruction/Damage/Vandalism of Property	8	3	16	2	100.0%
Drug/Narcotic Offenses					
Drug/Narcotic Violations	139	3	82	0	-41.0%
Drug Equipment Violations	84	4	32	0	-61.9%
Total Drug/Narcotic Offenses	223	7	114	0	-48.9%
Sex Offenses, Nonforcible					
Incest	0	0	0	0	--
Statutory Rape	0	0	1	0	--
Total Sex Offenses, Nonforcible	0	0	1	0	--
Pornography/Obscene Material	0	0	1	0	--
Gambling					
Betting/Wagering	0	0	0	0	--
Operating/Promoting/Assisting Gambling	0	0	0	0	--
Gambling Equipment Violations	0	0	0	0	--
Sports Tampering	0	0	0	0	--
Total Gambling Offenses	0	0	0	0	--
Prostitution					
Prostitution	0	0	0	0	--
Assisting or Promoting Prostitution	0	0	0	0	--
Purchasing Prostitution	0	0	0	0	--
Total Prostitution Offenses	0	0	0	0	--
Bribery	0	0	0	0	--
Weapon Law Violations	13	0	2	0	-84.6%

Incident Crime Summary Year To Year Comparison

Pinehurst Police Department

January - June

Offense	2017	2017 Unfounded	2018	2018 Unfounded	% Change
Human Trafficking					
Commercial Sex Acts	0	0	0	0	--
Involuntary Servitude	0	0	0	0	--
Total Human Trafficking Offenses	0	0	0	0	--
Animal Cruelty	0	0	0	0	--
Grand Total	361	14	202	11	-44.0%

Activity Detail Summary (by Category)

Pinehurst Police Department

(06/01/2018 - 06/30/2018)

Incident\Investigations

13B - Simple Assault	3
23D - Theft From Building	2
23H - All Other Larceny	3
240 - Motor Vehicle Theft	1
26A - False Pretenses/Swindle/Confidence Game	1
26B - Credit Card/Automatic Teller Machine Fraud	4
280 - Stolen Property Offenses	1
290 - Destruction/Damage/Vandalism of Property	3
35A - Drug/Narcotic Violations	12
35B - Drug Equipment Violations	4
90D - Driving Under the Influence	11
90Z - All Other Offenses	10
B&E Veh. - Breaking and/or Entering a Motor Vehicle	2
C&R - Careless and Reckless	1
Code 1 - Any Death	3
Code 4 - Breaking and/or Entering	1
FTA / FTC - FAIL TO APPEAR / FAIL TO COMPLY	4
IDTheft - Identity Theft	1
Left of Center - Driving Left of Center	2
License - Driver's License Violations	1
Recover Stolen Prop. - Recovered Stolen Property	1
Speeding - Speeding	1
Total Offenses	72
Total Incidents	44

Arrests

23H - All Other Larceny	2
240 - Motor Vehicle Theft	1
280 - Stolen Property Offenses	1
290 - Destruction/Damage/Vandalism of Property	1
35A - Drug/Narcotic Violations	12

Activity Detail Summary (by Category)

Pinehurst Police Department

(06/01/2018 - 06/30/2018)

Arrests

35B - Drug Equipment Violations	4
90D - Driving Under the Influence	10
90Z - All Other Offenses	6
B&E Veh. - Breaking and/or Entering a Motor Vehicle	1
C&R - Careless and Reckless	1
Code 4 - Breaking and/or Entering	1
FTA / FTC - FAIL TO APPEAR / FAIL TO COMPLY	6
Left of Center - Driving Left of Center	1
License - Driver's License Violations	1
Speeding - Speeding	1
Total Charges	49
Total Arrests	25

Accidents

Total Accidents	0
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Citations

Driving While License Revoked	36
DWI	7
Expired Registration	39
Failure To Stop (Stop Sign/Flashing Red Light)	3
Improper Transportation Of Children	1
Inspection	1
No Insurance	3
No Operator License	19
Other (Infraction)	52
Passenger Seat Belt - Juvenile	1
Possess/Consume Alcohol - Passenger	2
Running Red Light	3
Speeding (Infraction)	54
Unsafe Movement	6

Activity Detail Summary (by Category)

Pinehurst Police Department

(06/01/2018 - 06/30/2018)

Citations

Secondary Charge	73
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Total Charges	300
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Total Citations	227
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Warning Tickets

Total Charges	0
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Total Warning Tickets	0
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Ordinance Tickets

Total Ordinance Tickets	0
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Criminal Papers

Criminal Summons	1
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Magistrates Order	3
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Order For Arrest	4
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Warrant	8
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Total Criminal Papers Served	16
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Total Criminal Papers	16
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Civil Papers

Total Civil Papers Served	0
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Total Civil Papers	0
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HISTORY, CHARM, AND SOUTHERN HOSPITALITY

SUMMARY FOR THE MONTH OF JUNE 2018

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	NUMBER THIS MONTH	NUMBER YTD	NUMBER THIS MONTH LAST YEAR	NUMBER YTD LAST YEAR	PERCENTAGE YTD
Fire	6	37	7	42	-12%
Overpressure Rupture, Explosion, Overheat - no fire	1	6	1	3	100%
Rescue & EMS Incidents	43	269	42	247	9%
Hazardous Conditions - no fire	19	87	14	84	4%
Service Call	32	149	27	148	1%
Good Intent Call	23	158	32	161	-2%
False Alarm & False Call	23	124	21	130	-5%
Severe Weather & Natural Disaster	3	10	0	8	25%
Special Incident Type	0	0	0	0	0%
TOTAL INCIDENTS	150	840	144	823	2%

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	NUMBER THIS MONTH	NUMBER YTD	NUMBER THIS MONTH LAST YEAR	NUMBER YTD LAST YEAR	PERCENTAGE YTD
Residential	7	44	8	52	-15%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	7	0	0	700%
Commercial	18	100	49	108	-7%
Plan Review/Site Inspections	0	18	4	13	38%
Reinspection	17	92	17	53	74%
Occupancy Certificates	0	0	0	0	0%
TOTAL INSPECTIONS	42	261	78	226	15%
Violations Found:	48	198	82	159	25%
YTD Violations to be Corrected:		150		122	
YTD Violations Corrected:		97		98	
Correction Percentage:		65%		80%	

July 6, 2018

J. Carlton Cole, Fire Chief

FIRE DEPARTMENT

395 Magnolia Road • Pinehurst, NC 28374 • Telephone (910) 295-5575 • Fax (910) 295-4861 • www.vopnc.org



**APPROVAL OF DRAFT VILLAGE COUNCIL MEETING MINUTES.
ADDITIONAL AGENDA DETAILS:**

July 10 Regular Meeting
July 10 Work Session

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

7/17/2018

MEMO DETAILS:

See attachments for draft minutes.

ATTACHMENTS:

Description

- ☐ 07-10 Regular Meeting
- ☐ 07-10 Work Session



**VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF JULY 10, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, July 10, 2018 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. John R. Cashion, Mayor Pro Tem
Mr. John Bouldry, Treasurer
Ms. Judy Davis, Councilmember
Mr. Kevin Drum, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

And approximately 16 attendees, including 6 staff and 1 press.

1. Call to Order.

Mayor Nancy Roy Fiorillo called the meeting to order.

2. Reports:

Manager

- Jeff Sanborn shared progress on the Comprehensive Plan process including the kickoff at the Fair Barn. He shared Visioning Sessions will be held on August 29 and the Planapalooza event will be held in September.
- He reported an annual workforce survey was recently completed and upon the management team's preliminary review, they are pleased to report strong improvement in areas that management has been targeting.

Council

- Mayor Fiorillo thanked Parks and Recreation for a great FourthFest.
- Councilmember Drum agreed with the FourthFest success and noted how pleased he was with the one-mile track. He also added there was a large number of engaged viewers online for the Comp Plan kickoff event in addition to those in person.
- Councilmember Bouldry said the transportation committees and other boards/committees are on a break for the summer. He shared the efforts from Village IT staff who are addressing cybercrime threats targeting small municipalities across the country.
- Councilmember Davis announced a Business Partners event coming up in the Village.
- Councilmember Cashion said he continues to work on the new courthouse for the county.

3. 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. Budget Amendments Report
- B. Approval of Draft Village Council Meeting Minutes.
 - June 26 Regular Meeting
 - June 26 Work Session

End of Consent Agenda.

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

4. Consider an Ordinance amending the budget of the Community Center Capital Project Fund to reflect the FY 2019 budgeted transfer from the General Fund.

Brooke Hunter, Financial Services Director, explained the need to consider the Capital Project Fund budget amendment which increases expenditures for the construction costs and increases revenues through a transfer from the General Fund. Ms. Hunter explained the Community Center Capital Project Fund was established in FY 2018 with the adoption of Ordinance #17-15. She said this multi-year fund is used to accumulate costs for the design and construction of the Community Center at Cannon Park. Upon a motion by Councilmember Drum, seconded by Councilmember Bouldry, Council unanimously approved Ordinance 18-15 amending the budget of the Community Center Capital Project Fund to reflect the FY 20-19 budgeted transfer from the General Fund by a vote of 5-0.

5. Consider awarding FY 2019 Resurfacing Contract to Riley Paving.

Jeff Batton, Assistant Village Manager, and Ralph Bowen, Infrastructure Superintendent, explained this item is to award the annual road resurfacing contract to Riley Paving of Carthage, NC. Mr. Batton explained three firms submitted unit pricing on an initial list of approximately 3 miles of roads. He explained the plan is to award an original contract to Riley Paving in the amount of \$617,250. Council held a discussion about the resurfacing plan. Upon a motion by Councilmember Cashion, seconded by Councilmember Davis, Council unanimously approved to authorize the Mayor or her designee to execute a contract with Riley Paving for the FY 2019 annual road-resurfacing project in the amount of \$617,250 and request that the Manager is authorized to execute change orders to add additional miles at the original unit pricing with the overall annual amount not to exceed \$900,000 in sum total by a vote of 5-0.

6. Other Business.

- None.

7. Comments from Attendees.

- Julie Mitchell of 120 Short Road addressed Council because she received a letter from Angel Smith, Code Enforcement Officer, because they had their receptacles out 24 hours in advance of her pickup times because this is her second home and she placed her cans out a day before they left town. She shared photos of a property across from her home that has been under construction for two years. She thinks the Village should be more concerned about the condition this property has been left.

8. Motion to Adjourn.

Upon a motion by Councilmember Davis, seconded by Councilmember Drum, Council approved to adjourn the Regular Meeting by a vote of 5-0 at 5:21pm.

Respectfully Submitted,

Lauren M. Craig,
Village Clerk

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

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**VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF JULY 10, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA**

IMMEDIATELY FOLLOWING REGULAR MEETING

The Pinehurst Village Council held a Work Session at 5:22 p.m., Tuesday, July 10, 2018 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. John R. Cashion, Mayor Pro Tem
Mr. John Bouldry, Treasurer
Ms. Judy Davis, Councilmember
Mr. Kevin Drum, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

And approximately 13 attendees, including 6 staff and 1 press.

1. Call to Order.

Mayor Nancy Roy Fiorillo called the meeting to order.

2. Discuss possible abandonment of Denichilo Court right-of-way.

Jeff Batton, Assistant Village Manager, explained it was recently determined that the entrance drive off Diamondhead Drive that goes into Pinehurst Marina is owned by the Village of Pinehurst. He said the right-of-way is wholly inside the fenced in area around the marina and has a Pinehurst Resort and Country Club gate across it. Staff recommends Council to consider abandoning the right-of-way thereby officially removing Village responsibility for maintenance and upkeep. Council held a discussion and formed a consensus to pursue abandoning the Denichilo Court right-of-way and staff will bring this back to a future regular meeting for action in accordance with the process as described in the NC General Statutes.

3. Discussion of potential ETJ expansion area.

Will Deaton Planning and Inspections Director explained staff adjusted the ETJ expansion map since the last meeting and he shared the process and timeline for requesting this to the Moore County Planning Board. Council formed a consensus to move forward with a resolution at the next regular meeting.

4. Work Session Business.

- None.

5. Motion to Adjourn.

Upon a motion by Councilmember Bouldry, seconded by Councilmember Davis, Council approved to adjourn the Work Session by a vote of 5-0 at 5:38 pm.

Respectfully Submitted,

Lauren M. Craig,
Village Clerk

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PRESENTATION OF ICMA CERTIFICATE OF PERFORMANCE MANAGEMENT.

ADDITIONAL AGENDA DETAILS:

FROM:

Natalie Hawkins

DATE OF MEMO:

7/18/2018

MEMO DETAILS:

This year, the Village made its first application for the International City/County Management Association (ICMA) Certificate of Excellence in Performance Management and was recognized at the highest level for its data-driven management and reporting efforts. This is a significant award for the Village and one that staff has been working towards for over ten years.

Certificates are based on established criteria and are awarded at three levels: Achievement, Distinction, and the highest level of recognition, Excellence. ***The Village of Pinehurst is one of only 29 jurisdictions receiving the highest level of recognition by ICMA, the Certificate of Excellence***, and one of 57 recognized overall.

Recipients at all levels collect and verify data to ensure reliability, train staff in performance measurement, and report data to the public through budgets, newsletters, and/or information provided to elected officials. Certificates of Distinction are awarded to those who also provide comparative and benchmarking information to the public, use performance data in strategic planning and operational decision-making, and share their knowledge with other local governments through presentations, site visits, and other networking activities. Certificates of Excellence go to those who also track and report key outcomes, survey residents and local government employees, incorporate data into performance dashboards or other visual communications, and foster the development of a performance culture throughout their organizations.

Using the Baldrige Framework has helped the Village achieve this recognition, but it could not have been possible without the efforts of our leadership team, especially our department heads, and the support of the Village Council. We have made numerous improvements over the years to collect and analyze data, report it transparently to the public, and use it to continuously improve our operations.

Please join me in congratulating the Village of Pinehurst team on this tremendous accomplishment and this very deserving recognition.



**DISCUSS AND CONSIDER A RESOLUTION REQUESTING AN EXPANSION
OF THE PINEHURST EXTRATERRITORIAL JURISDICTION (ETJ).
ADDITIONAL AGENDA DETAILS:**

FROM:

Will Deaton

CC:

Natalie Hawkins

DATE OF MEMO:

7/24/2018

MEMO DETAILS:

This agenda item is for Council to discuss and consider adoption of a resolution to request an extension of the Village of Pinehurst extraterritorial jurisdiction (ETJ) from the Moore County Board of Commissioners.

Attached to this agenda item are several documents that staff will review with the Council at your meeting. If you have any questions, please feel free to give me a call.

ATTACHMENTS:

Description

- ☐ Staff Report on ETJ Expansion
- ☐ Resolution #18-16 - Requesting an Expansion of the Pinehurst ETJ
- ☐ 2016 Pinehurst Certified Population
- ☐ Maps of ETJ Expansion Area Considered
- ☐ Letter to Moore Co Commissioners Requesting ETJ Extension
- ☐ ETJ Application to Moore County
- ☐ Map of ETJ Expansion Area with Moore Co. Zoning
- ☐ Excerpts from Moore Co. Unified Dev't Ordinance
- ☐ Moore County Meeting Dates to Consider Extra-Territorial Jurisdiction (ETJ) Expansion



PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council

From: Will Deaton, Director of Planning and Inspections

Cc: Natalie Hawkins, Assistant Village Manager

Date: July 24, 2018

Subject: Consider adoption of a resolution requesting extension of the Village's extraterritorial jurisdiction (ETJ)

Overview of Municipal Authority to extend ETJ: North Carolina General Statute (NCGS) 160A-30 authorizes North Carolina municipalities to extend their extraterritorial jurisdiction (ETJ). The maximum size of an ETJ request is contingent upon the population of the municipality according to the state's annual official estimates of municipal population. The latest official Pinehurst population estimate from the North Carolina Office of State Budget and Management is 16,452 as of July 1, 2016. NCGS 160A-30 authorizes the Village to extend its extraterritorial jurisdiction up to two miles based on this population estimate with the approval of the Moore County Board of Commissioners.

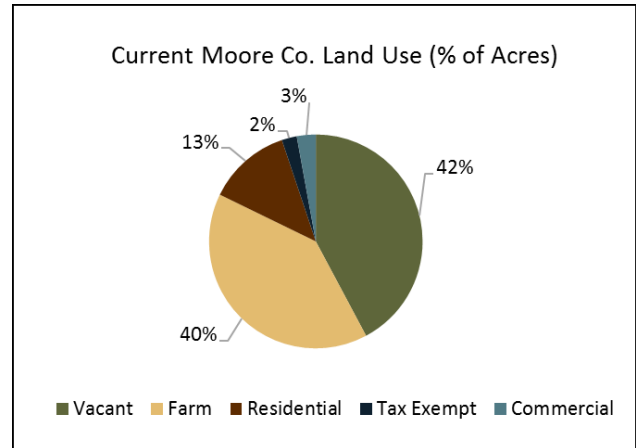
Municipal Population	Maximum ETJ Area
Up to 10,000	1 mile
10,000 to 25,000	2 miles
Over 25,000	3 miles

Additionally, the ETJ limits are a measured distance from the principal corporate limits, excluding satellite areas.

When seeking ETJ, if the county has zoning and subdivision ordinances as well as housing and building codes or if the ETJ is more than one mile, the municipality must secure approval from the board of county commissioners.

Request and Justification: The Village of Pinehurst is requesting permission from Moore County to extend its extraterritorial jurisdiction (ETJ). This request in its entirety is depicted geographically in Attachment A to Resolution 18-16. In most cases, the boundaries of the extension areas do not split individual parcels (except where the parcel is already split by an intervening roadway or the two-mile max ETJ boundary) or subdivisions (as defined by the NCGS). Furthermore, all of the extension area requested is located in the potential expansion areas identified in the 2010 Comprehensive Long Range Village Plan.

The area of request is along the northern and western edges of Pinehurst along the corridors of NC 211, US 15-501, along the southern portion of Esther Road and Hardee Branch Road and into undeveloped areas left in Moore County between the Village of Pinehurst and Taylortown. This area extends from areas just east of 15-501 to the western limits of the two-mile maximum extension based on our current corporate limits.



The table below shows a summary of the properties that are included in the ETJ expansion area requested and shown in Attachment A to Resolution 18-16:

Current Moore Co. Land Use	Number of Parcels	Number of Acres	Land Value	Building Value	Total Value
Apartments	1	4.58	\$146,560	\$1,143,960	\$1,290,520
Commercial	33	96.60	\$3,638,280	\$12,057,420	\$15,695,700
Tax Exempt	19	133.993	\$2,391,920	\$34,828,570	\$37,220,490
Farm	36	1,921.58	\$9,142,880	\$3,705,000	\$12,847,880
Residential	315	631.16	\$7,361,880	\$25,158,280	\$32,520,160
Utilities	2	35.88	\$303,280	\$16,080	\$319,360
Vacant	301	2,026.32	\$12,503,450	\$0	\$12,503,450
Total	707	4,850.12	\$35,488,250	\$76,909,310	\$112,397,560

Over the last few months, the Village Council has reviewed various alternative ETJ expansion areas during Council work sessions. The ETJ expansion area requested represents the desired area indicated by the Village Council in the July 10, 2018 work session.

Growth in areas near the Village can have a number of effects, such as:

- Changing the character of neighborhoods,
- Increasing the demand for services,
- Impacting traffic patterns, and
- Affecting surrounding property values.

With additional ETJ authority, the Village can help ensure development patterns in areas near the corporate limits are consistent with development patterns occurring inside the municipal limits and

minimize any potential negative impacts caused by that development. ETJ authority will also help the Village plan for the long term service needs of property owners in the ETJ as development occurs.

The Village's 2010 Long-Range Comprehensive Plan states, "Pinehurst's character is affected by growth in areas outside of the current corporate limits. If Pinehurst is to preserve and enhance its character and ambience, we must take a larger view of development activities going on in the region and participate in ways that will help protect our interests and Pinehurst's legacy." Over the long term, it is in the Village's best interest to have influence on the nature of this development because Pinehurst residents will be subjected to its impacts (e.g. traffic, etc.). By extending the ETJ to the extent allowed by law and annexation agreements, the Village will be better able to protect Pinehurst's character and guide development in accordance with the Long-Range Comprehensive Plan.

Requiring future growth near Pinehurst municipal borders to be developed according to the Village's land use regulations should result in increased property values and more efficient delivery of local government services in the long term.

Differences between ETJ & Annexation: ETJ expansion is not an annexation and simply means that included properties will be governed by the Pinehurst Development Ordinance. This means persons in the ETJ who want to rezone a parcel, develop a subdivision, construct a building, or make an addition to an existing home would come to the Village planning and inspections departments to obtain permits, rather than Moore County offices.

The chart below shows a comparison and contrast of ETJ and annexed areas:

Extraterritorial Jurisdiction (ETJ)	Annexed Areas
Citizen of the County	Citizen of the Village and County
County taxes	Village and County taxes
Immediately adjacent to corporate limits	Adjacent or satellite
Maximum size of ETJ based upon population	No size limitation
Initiated by Village; submitted to County for approval; public hearing held by Village Council to adopt ordinance and set ETJ boundary	Initiated by all property owners as described in petition; submitted to Council; public hearing held to adopt annexation ordinance
ETJ is static; it does not change after adoption	Annexation is dynamic; Village limits change upon approval of annexation requests
May serve on Planning and Zoning Board & Board of Adjustment as an ETJ member	May serve on Village Council or as an in-town member on a Village board or committee
Vote in county, state, and federal elections	Vote in municipal, county, state, & federal elections
Village land use ordinances apply	All Village ordinances apply
Except for land use, planning, and inspections; services such as law enforcement and animal control are through the County	Citizens of the Village may receive police service, and solid waste service
Public roads maintained by the State of NC	Public roads maintained by the Village
Roads within new developments remain private and must be maintained by property owners	Roads within new developments may be dedicated to the Village; these roads become the responsibility of the Village to maintain and are eligible for state Powell Bill funding

Financial Impact of ETJ Expansion on the Village: As described in the preceding table, ETJ expansion will not impact the Village's tax base as properties in the ETJ are not subject to municipal property taxes. However, there will be an impact on Village staff that includes additional staff responsibilities. Specific departments primarily impacted by the ETJ expansion include the following:

Planning & Inspections – Planning staff will be required to review all development and apply land use ordinances to the ETJ expansion area; Building inspectors will be required to review all building plans and inspect all development in the ETJ expansion area; Code enforcement staff will be required to enforce various sections of the Pinehurst Development Ordinance in the ETJ expansion area

Fire – Fire department staff will be required to review all commercial development plans and conduct state-mandated fire inspections for all required properties located in the ETJ expansion area

Based on the size and rate of development in the ETJ expansion area, additional staff in the Planning & Inspections and Fire Departments may be needed to accommodate this additional workload. What potential additional workforce capacity is required will need to be evaluated by staff prior to any Council action to expand the ETJ.

The Village will be able to recover some Planning and Inspection costs through planning and inspection fees for development in the ETJ expansion area. Building inspection fees are intended to cover the full cost of building inspection services. Code enforcement and fire inspection costs are funded by the Village's property tax revenues.

Recommended Council Action: Based on the information contained in this report and on previous Council discussions on this matter, staff recommends the Village Council adopt Resolution 18-16 and authorize Village staff to immediately forward the ETJ expansion request and other relevant documents to the Moore County Board of Commissioners.

RESOLUTION #18-16:

**A RESOLUTION REQUESTING AN EXTENSION OF THE VILLAGE OF
PINEHURST EXTRATERRITORIAL JURISDICTION (ETJ)**

THAT WHEREAS, North Carolina General Statute (NCGS) 160A-30 authorizes North Carolina municipalities to extend their extraterritorial jurisdiction (ETJ); and

WHEREAS, the Village has annexation agreements in effect with neighboring municipalities of Carthage, Foxfire, and Southern Pines that delineate areas of potential future expansion that are likely to be developed at urban and suburban densities; and

WHEREAS, the Village's latest official population estimate from the North Carolina Office of State Budget and Management is 16,452 as of July 1, 2016; and

WHEREAS, NCGS 160A-30 authorizes the Village to extend its extraterritorial jurisdiction up to two miles based on this population estimate with the approval of the Moore County Board of Commissioners; and

WHEREAS, the area requested for extraterritorial jurisdiction expansion is within the area designated in the Village of Pinehurst 2010 Long-Range Comprehensive Plan as an area of potential expansion; and

WHEREAS, the 1985 Village of Pinehurst Official Zoning Map included a portion of the expansion area requested located north of Highway NC211 in the Village's extraterritorial jurisdiction; and

WHEREAS, the Village Council has deemed it to be in the best interest of the Village of Pinehurst to extend its extraterritorial jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 24th day of July, 2018, as follows:

SECTION 1. The Village Council hereby requests the Moore County Board of Commissioners to authorize the extension of the Village of Pinehurst extraterritorial jurisdiction as shown on the map in Attachment A, dated July 24, 2018.

SECTION 2. The Mayor or her designee is authorized to submit an Extra-Territorial Jurisdiction (ETJ) Expansion Application to the Moore County Board of Commissioners.

THIS RESOLUTION is passed and adopted this 24th day of July, 2018.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

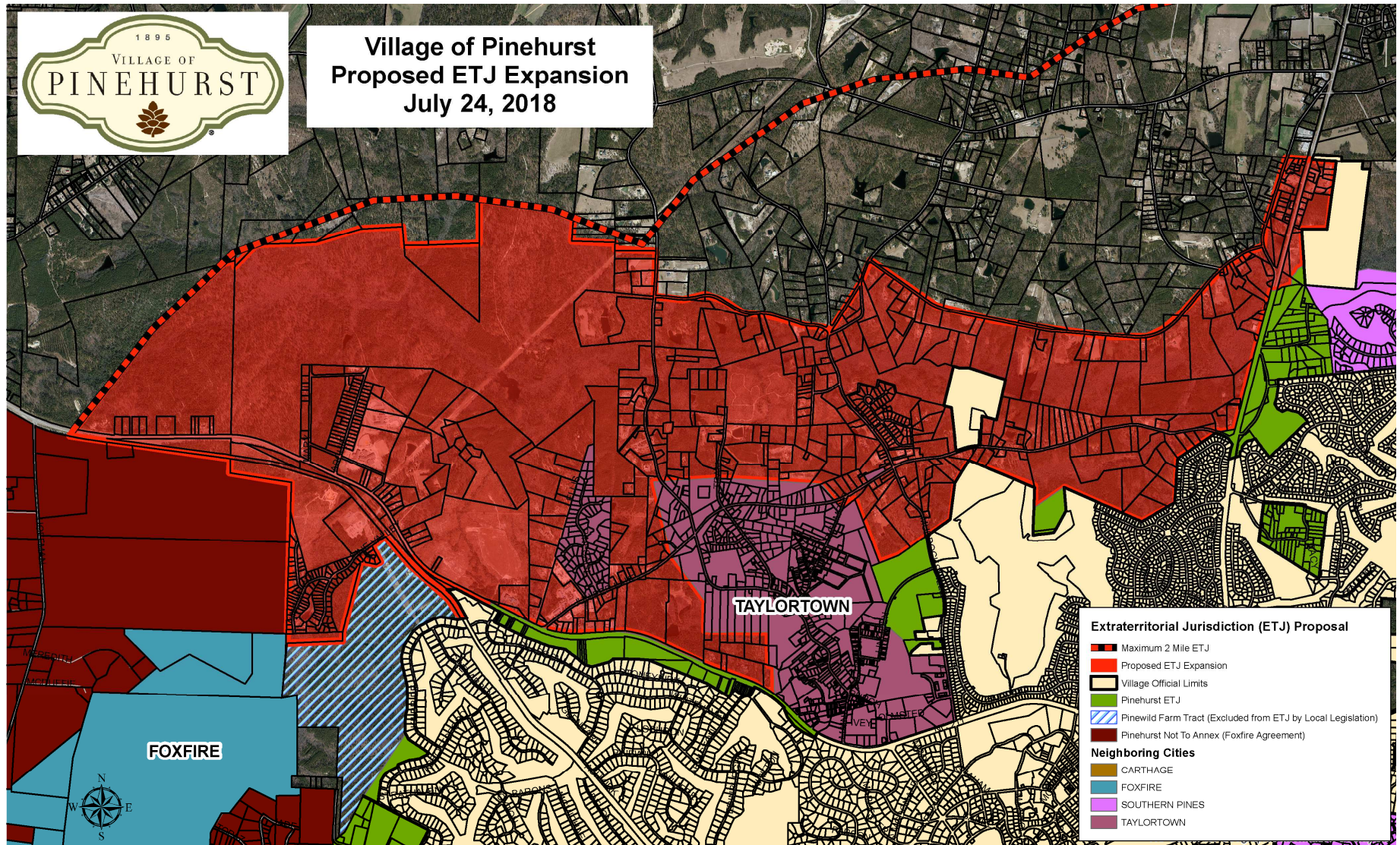
Lauren M. Craig, Village Clerk

Approved as to Form:

Michael J. Newman, Village Attorney

DRAFT

Attachment A - Resolution 18-16





**STATE OF NORTH CAROLINA
OFFICE OF STATE BUDGET AND MANAGEMENT**

ROY COOPER
GOVERNOR

CHARLES PERUSSE
STATE BUDGET DIRECTOR

August 28, 2017

MEMORANDUM

TO: Municipal Official

FROM: Michael E. Cline, PhD
State Demographer
Office of State Budget and Management

SUBJECT: Preliminary 2016 Municipal Population Estimates

The purpose of this memo is to give you a chance to preview the Certified Estimate of the July 1, 2016 permanent resident population of your municipality. This estimate is used for the purpose of distributing state-shared revenues to municipalities and will be featured in the Municipal Estimates section of the OSBM Demographics website; to view go to www.osbm.nc.gov/facts-figures/demographics.

Pinehurst ,Moore County

July 1, 2016 Certified Population Estimate: 16,452

If you have questions or comments concerning this information, wish help in interpreting the estimates, or would like clarification of the methods used in preparing the estimates, please contact me (20320 Mail Service Center, Raleigh, NC, 27699-0320. Telephone 919-807-4756, michael.cline@osbm.nc.gov)

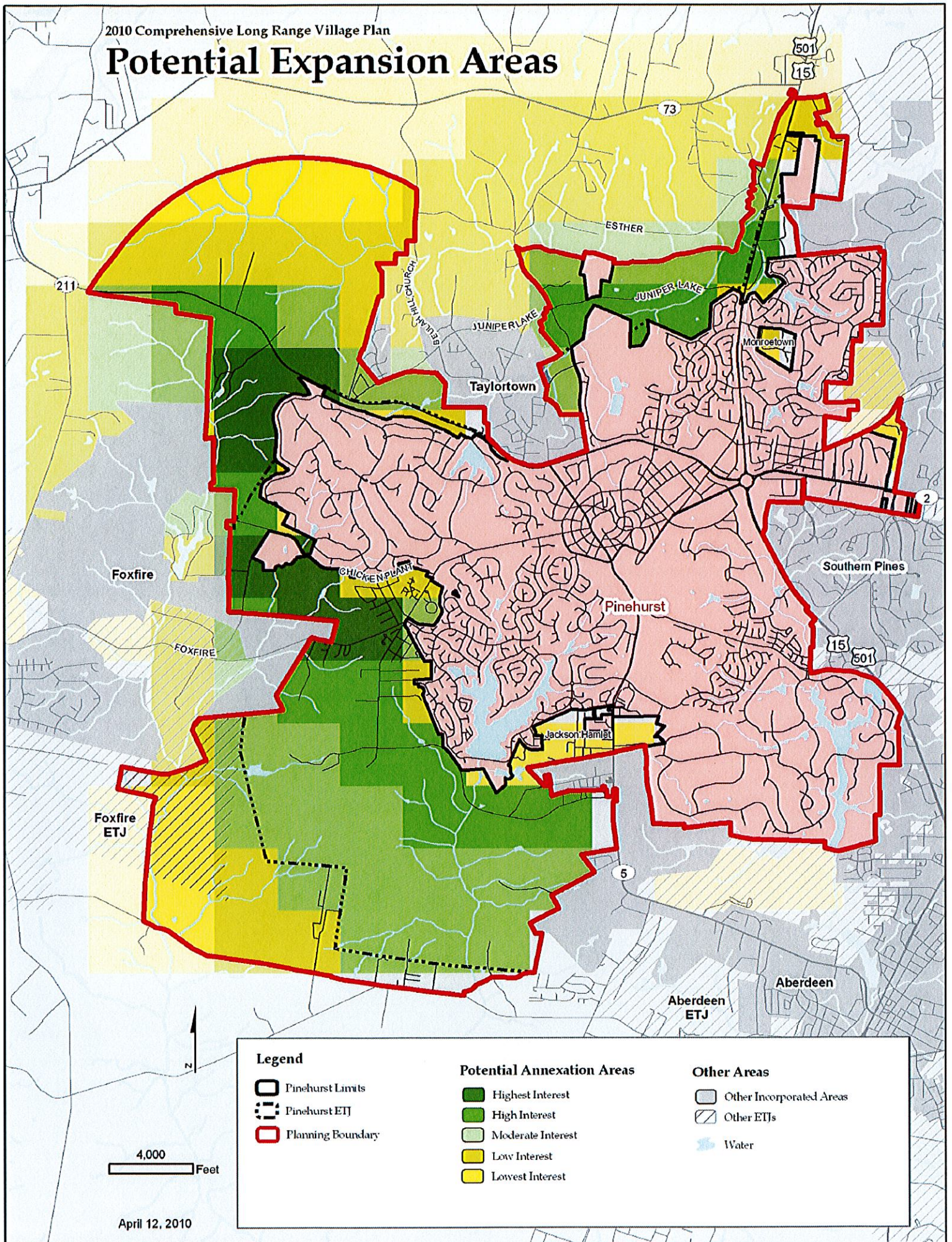
DEADLINE FOR REVIEW: September 10, 2017

Mailing address:
20320 Mail Service Center
Raleigh, NC 27699-0320

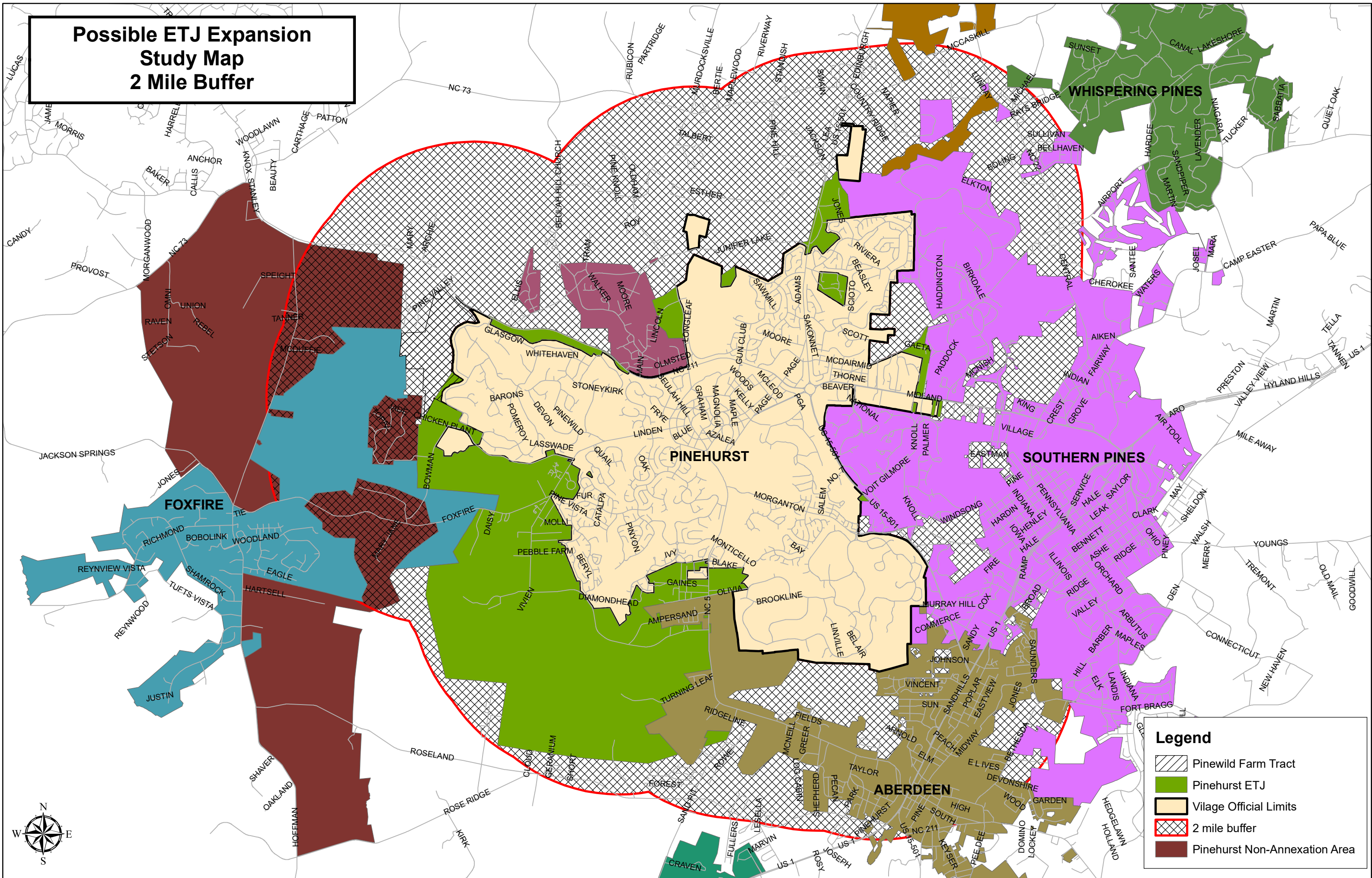
www.osbm.state.nc.us
919-807-4700 ** FAX: 919-733-0640
An EEO/AA Employer

Office location:
5200 Administration Building
116 West Jones Street

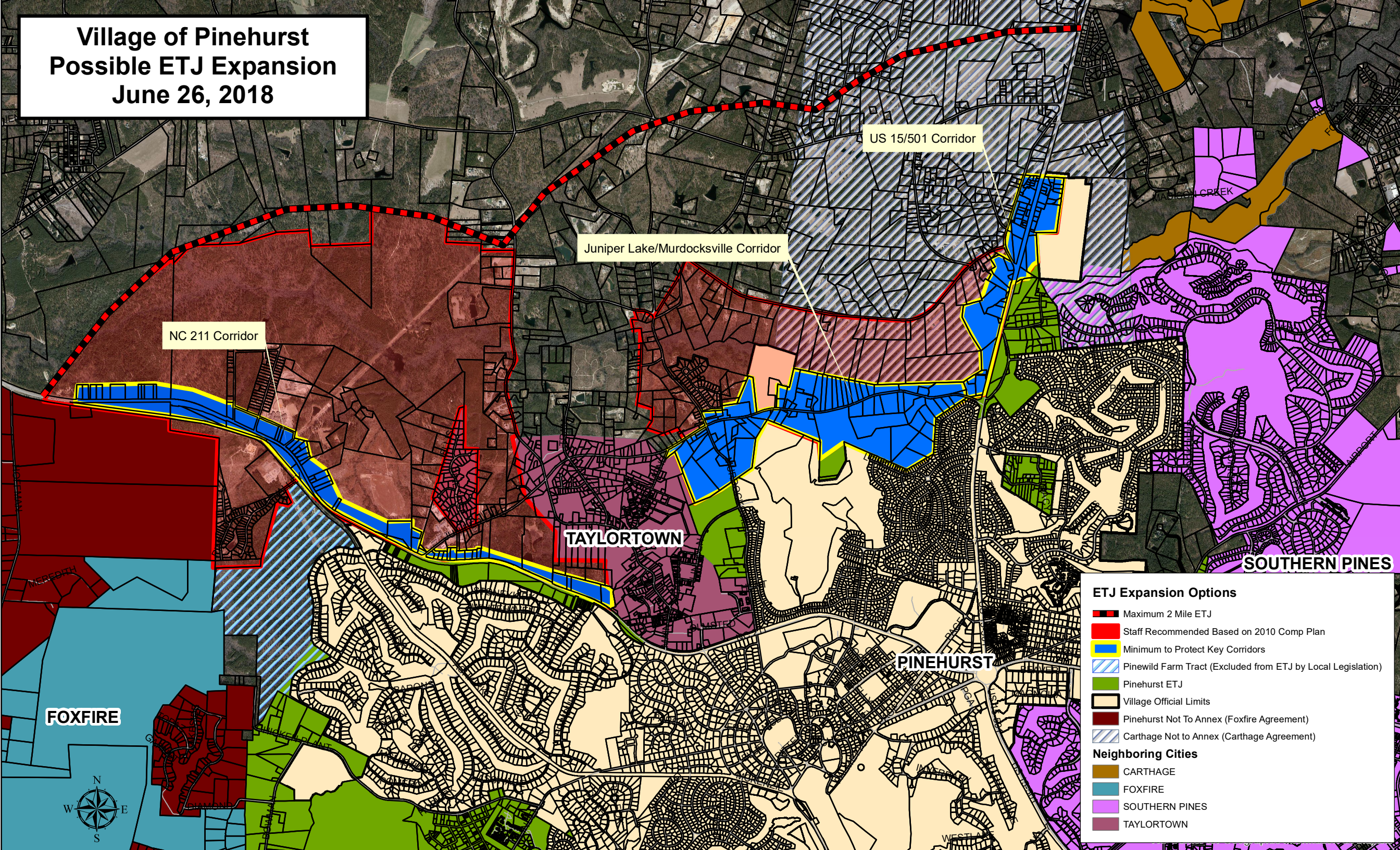
Potential Expansion Areas



Possible ETJ Expansion Study Map 2 Mile Buffer

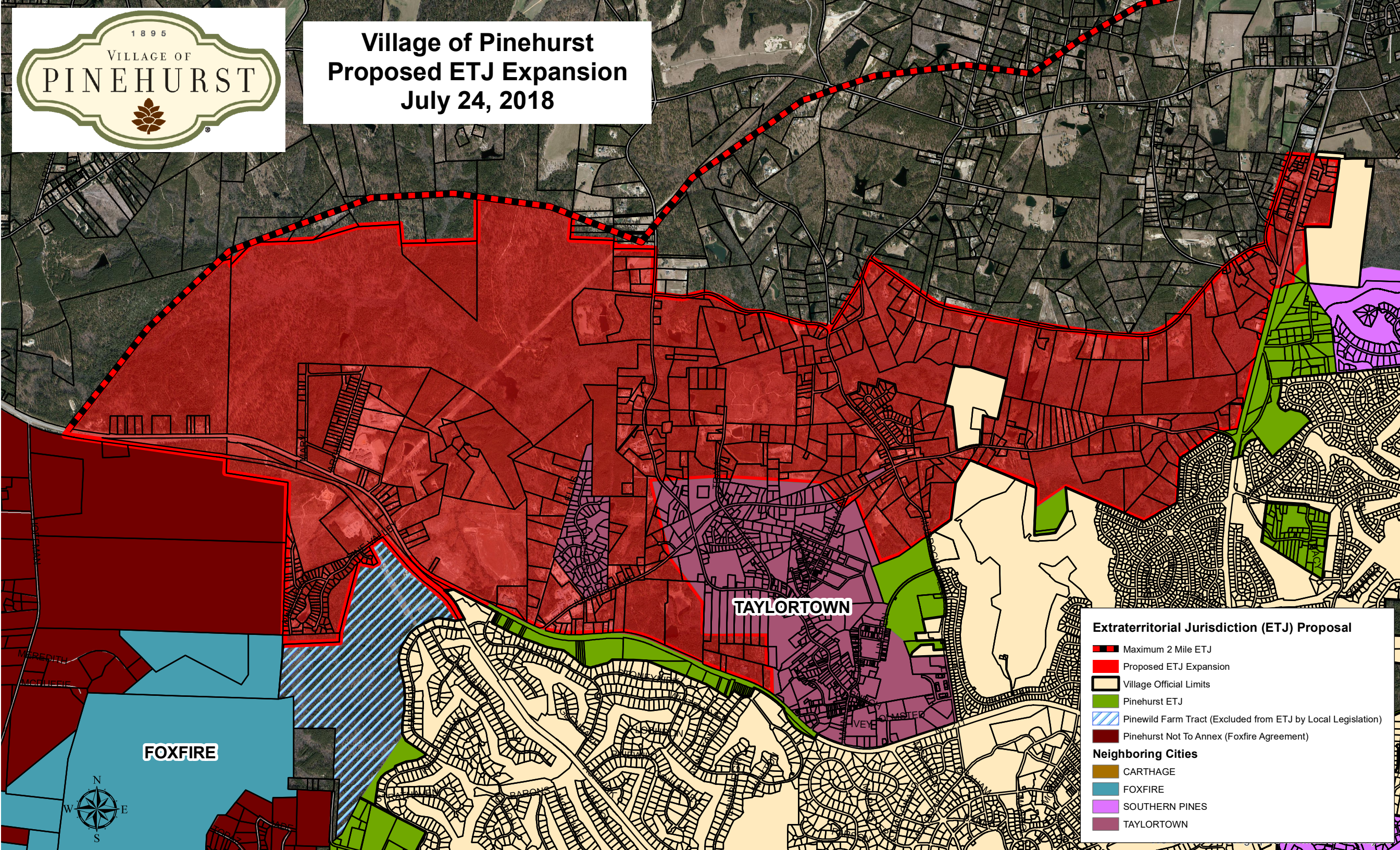


Village of Pinehurst
Possible ETJ Expansion
June 26, 2018





**Village of Pinehurst
Proposed ETJ Expansion
July 24, 2018**



Extraterritorial Jurisdiction (ETJ) Proposal

- Maximum 2 Mile ETJ
- Proposed ETJ Expansion
- Village Official Limits
- Pinehurst ETJ
- Pinewild Farm Tract (Excluded from ETJ by Local Legislation)
- Pinehurst Not To Annex (Foxfire Agreement)

Neighboring Cities

- CARTHAGE
- FOXFIRE
- SOUTHERN PINES
- TAYLORTOWN



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

July 24, 2018

Ms. Catherine Graham, Chair
Moore County Board of Commissioners
P.O. Box 1262
Carthage, NC 28327

RE: Request to Extend the Village of Pinehurst Extraterritorial Jurisdiction (ETJ)

Dear Chair Graham,

The Village of Pinehurst requests approval from the Moore County Board of Commissioners for an extension of the Village's extraterritorial planning jurisdiction (ETJ). As the largest incorporated municipality in Moore County, Pinehurst's population has grown from 1,746 at incorporation in 1980 to nearly 17,000 today. The last ETJ extension granted to the Village of Pinehurst by Moore County was in 1986. Since then, the Village has annexed property into the Village limits, but has not subsequently extended the ETJ.

Requiring future growth near Pinehurst municipal borders to be developed according to the Village's land use regulations should result in increased property values and more efficient delivery of local government services in the long term. This could help improve the overall Moore County economy as well as preserve and enhance the character of Moore County's most heavily populated area.

Attached for you is Resolution 18-16, adopted by the Village Council on July 24, 2018, formally requesting an extension of our ETJ and a report to illustrate our findings and consistency with approved plans. Should the Board of Commissioners or the county staff have questions concerning our request, please contact Will Deaton, Planning and Inspections Director for the Village of Pinehurst at 295-8658.

We look forward to working with Moore County on this important planning endeavor. Thank you for your consideration and cooperation.

Sincerely,

Nancy Fiorillo, Mayor
Village of Pinehurst, NC

Attachments: Resolution #18-16 with Attachment A; 2016 Certified Population Estimate; 2010 Pinehurst Comprehensive Plan Map; Staff Report; and Completed Application

ADMINISTRATION

395 Magnolia Road • Pinehurst, NC 28374 • Telephone (910) 295-1900 • Fax (910) 295-4434 • www.vopnc.org



PLANNING & TRANSPORTATION



P.O. BOX 905
1048 Carriage Oaks Drive
Carthage, NC 28327
Inspections/Permitting: (910) 947-2221
Planning: (910) 947-5010
Transportation: (910) 947-3389
Fax: (910) 947-1303

Extra-Territorial Jurisdiction (ETJ) Expansion Application

Application Date: July 24, 2018

Applicant: Village of Pinehurst

Phone: 910.295.8658

Applicant Address: 395 Magnolia Road

City: Pinehurst

St: NC

Zip: 28374

The following information must be submitted with all ETJ applications:

- ☐ Request by the municipality for the proposed ETJ expansion
- ☐ Map depicting the proposed ETJ expansion with parcels
- ☐ Municipal approval of the proposed ETJ expansion

Administrative Review

Once determined to be complete, a staff report is prepared and submitted, with the application, to the Planning Board for review and recommendation to the Board of Commissioners. Adjacent landowners are notified by mail or published notice.



Planning Board

The Planning Board holds a public hearing & makes recommendation regarding the application to the Board of Commissioners. A staff report & application is then submitted to the Board of Commissioners. Adjacent landowners are notified by mail or published notice.



Board of Commissioners

The Board of Commissioners holds a "Call to" Public Hearing at one meeting and then holds a Public Hearing at a subsequent meeting. More than one public hearing may be required to accommodate public input.

I, the undersigned, certify that all statements furnished in this application are true to the best of my knowledge, and do hereby agree to follow all reasonable requests for information as designated by the County of Moore Planning and Zoning Administrator.

Applicant Signature

Date

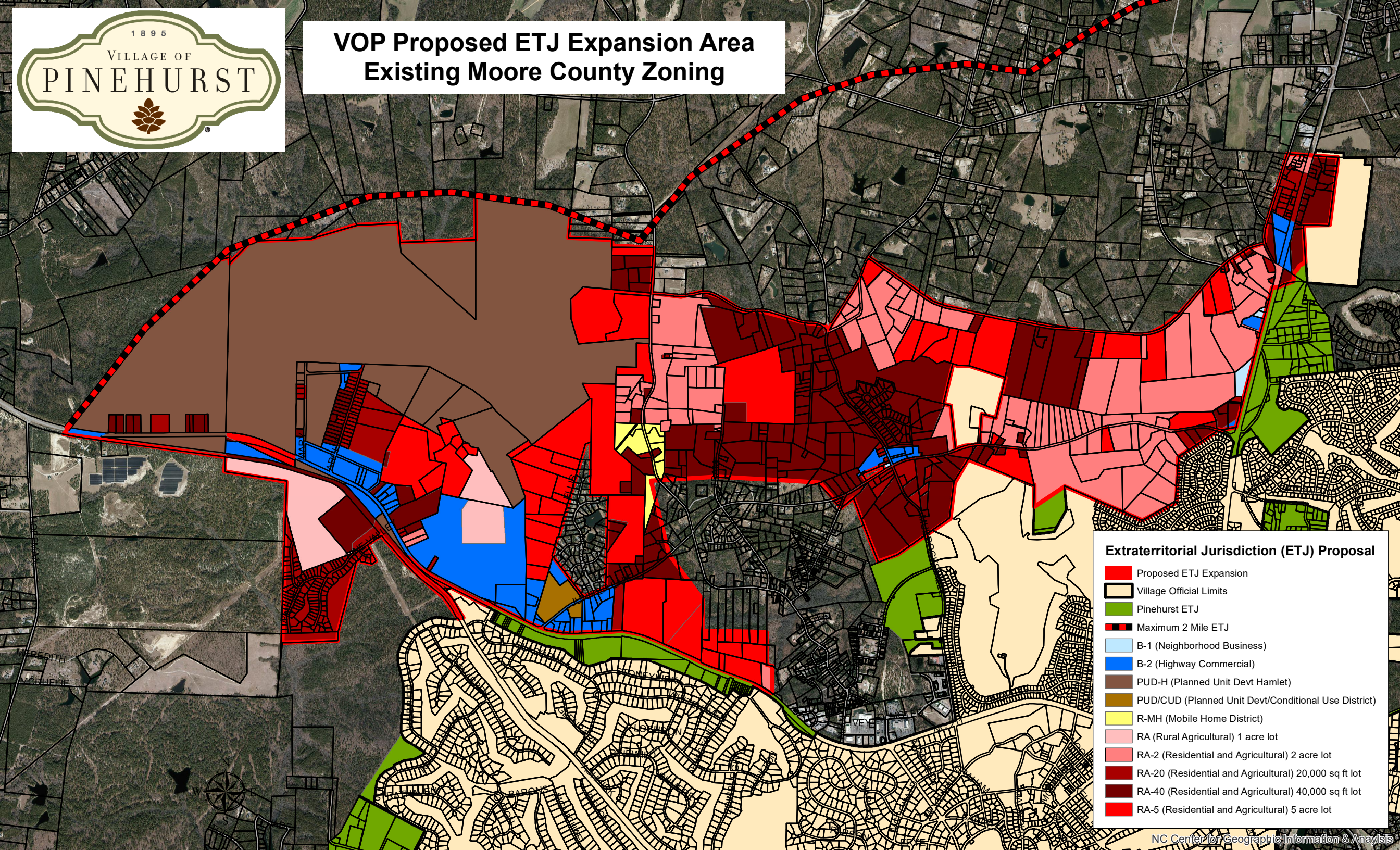
Office Use Only:

Received By: _____

Date: _____



VOP Proposed ETJ Expansion Area
Existing Moore County Zoning



Extraterritorial Jurisdiction (ETJ) Proposal

- Proposed ETJ Expansion
- Village Official Limits
- Pinehurst ETJ
- Maximum 2 Mile ETJ
- B-1 (Neighborhood Business)
- B-2 (Highway Commercial)
- PUD-H (Planned Unit Devt Hamlet)
- PUD/CUD (Planned Unit Devt/Conditional Use District)
- R-MH (Mobile Home District)
- RA (Rural Agricultural) 1 acre lot
- RA-2 (Residential and Agricultural) 2 acre lot
- RA-20 (Residential and Agricultural) 20,000 sq ft lot
- RA-40 (Residential and Agricultural) 40,000 sq ft lot
- RA-5 (Residential and Agricultural) 5 acre lot

Unified Development Ordinance

Moore County North Carolina

**A D O P T E D
F E B R U A R Y 1 8 , 2 0 1 4**

**A M E N D E D
M A Y 2 0 , 2 0 1 4**

**A M E N D E D
J A N U A R Y 2 0 , 2 0 1 5**

**A M E N D E D
M a r c h 3 , 2 0 1 5**

ARTICLE 6

ZONING DISTRICTS

SECTION 6.1 GENERAL INFORMATION

6.1.1 Zoning Districts Established

For the purposes of this Ordinance, the County of Moore is hereby dividing the County zoning jurisdiction into zoning districts with the designations as listed below: (NCGS [153A-342](#))

Residential and Conservation Districts		
RA	Rural Agricultural District	§6.2.2
RA-20	Residential and Agricultural – 20 District	§6.2.3
RA-40	Residential and Agricultural – 40 District	§6.2.3
RA-2	Residential and Agricultural – 2 District	§6.2.4
RA-5	Residential and Agricultural – 5 District	§6.2.4
RA-USB	Rural Agricultural Urban Service Boundary District	§6.2.5
RE	Rural Equestrian District	§6.2.6
R-MH	Mobile Home District	§6.2.7
GC-SL	Gated Community Seven Lakes District	§6.2.8
GC-WL	Gated Community Woodlake District	§6.2.8
PC	Public and Conservation District	§6.2.9
Commercial and Industrial Districts		
B-1	Neighborhood Business District	§6.3.2
B-2	Highway Commercial District	§6.3.3
VB	Village Business District	§6.3.4
I	Industrial District	§6.3.5
Planned Development Districts		
PUD-H	Planned Unit Development Hamlet	§6.4.1
PUD-R	Planned Unit Development Rural	§6.4.2
Overlay Districts		
HCOD	Highway Corridor Overlay Districts	§6.5
PCTDA	Permitted Commercial Tower Development Area	§6.6
WPO	Watershed Protection Overlay Districts	§6.7

6.1.2 Parallel Conditional Use Districts

- 6.1.201 Pursuant to NCGS [153A-342](#), the Board of Commissioners may establish by Ordinance conditional zoning upon request by or on behalf of property owners. Parallel conditional use districts shall be designated by adding “CUD” to the corresponding general use district.

- 6.1.202 All zoning regulations that apply to the general use district are minimum requirements for development within the corresponding parallel conditional use district.
- 6.1.203 A conditional use district may provide for greater but not lesser setbacks than those applicable to the corresponding general use district, and may specify that only one or some of the uses permissible in the general use district are permissible in the parallel conditional use district.
- 6.1.204 Under each parallel conditional use district, all uses allowed as permissible in the corresponding general use district are permitted only upon issuance of a conditional use permit by the Board of Commissioners in accordance with **§3.10** (Conditional Use District Rezoning).

6.1.3 Conditional Zoning Districts

- 6.1.301 Pursuant to NCGS [153A-342](#), the Board of Commissioners may establish by Ordinance various conditional zoning districts upon request by or on behalf of property owners.
- 6.1.302 All zoning regulations that apply to the general use district are minimum requirements for development within conditional zoning districts.
- 6.1.303 A conditional zoning district may provide for greater but not lesser setbacks than those applicable to the corresponding general use district, and may specify that only one or some of the uses allowed (either on a permitted or a conditional basis) in the general use district are allowed in the conditional zoning district.
- 6.1.304 If a petition for a conditional zoning district is approved, the development and use of the property shall be governed by the UDO requirements applicable to the district's zoning classification, the approved site plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved district and are binding on the property as an amendment to these regulations and to the Zoning Map. Following the approval of the petition for a conditional zoning district, the subject property shall be identified on the Zoning Map by the appropriate district designation by adding "CZ" to the corresponding general use district. (e.g. RA-CZ)

6.1.4 District Boundaries Shown on Zoning Map

- 6.1.401 The boundaries of the districts are shown and made a part of the map accompanying this Ordinance, entitled "Zoning Map of Moore County North Carolina."
- 6.1.402 The Zoning Map and all the notations, references and amendments thereto, and other information shown thereon are hereby made part of this Ordinance the same as if such information set forth on the map were all fully described and set out herein.

- 6.1.403 The Zoning Map, properly attested, is posted at the County Planning Department in Carthage and is available for inspection by the public.

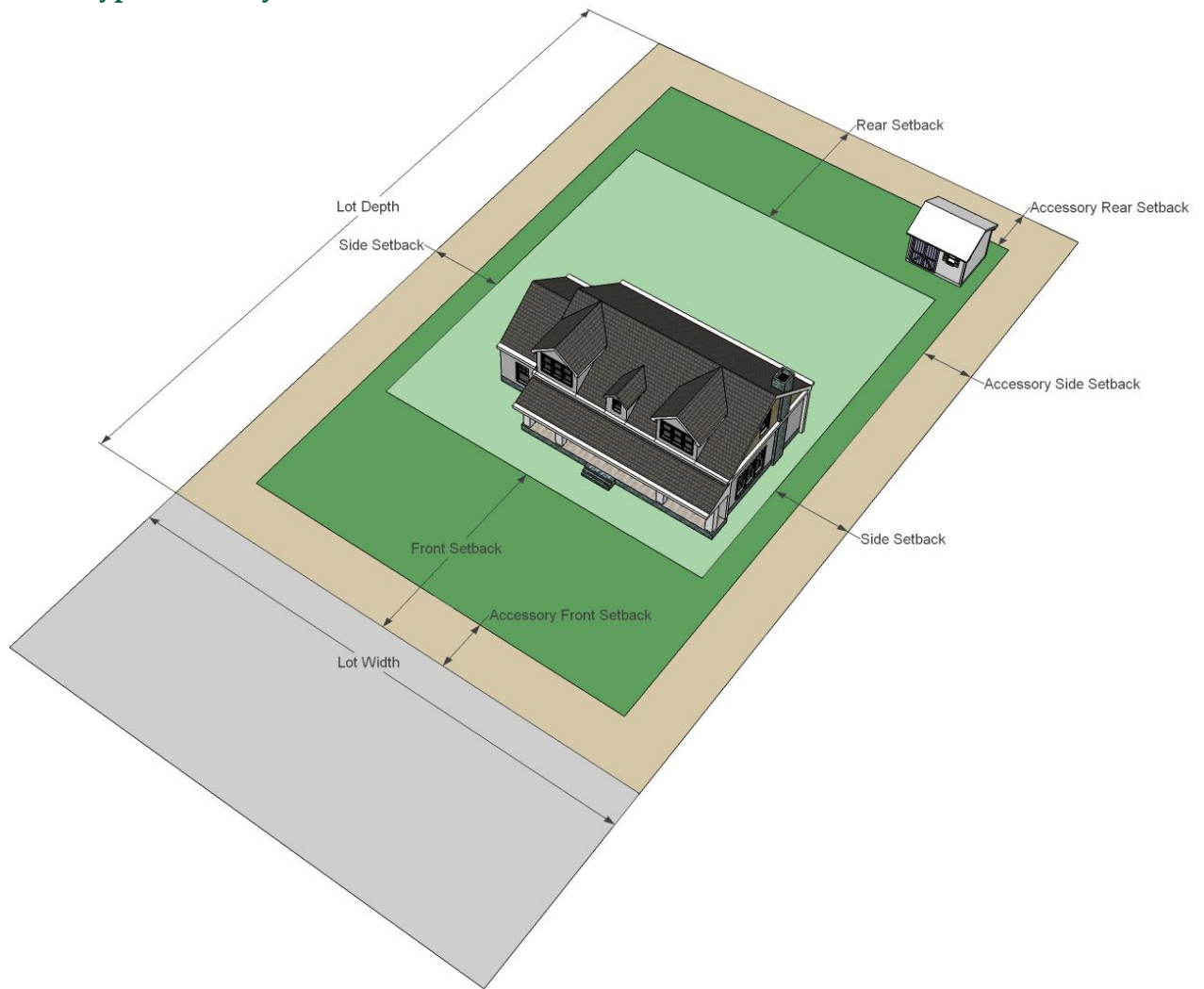
6.1.5 Interpretations of District Boundaries

Where uncertainty exists as to the boundaries of any of the aforesaid districts as shown on the zoning map, the following rules shall apply:

- 6.1.501 Where such district boundaries are indicated as approximately following street or highway lines, such lines shall be construed to be such boundaries.
- 6.2.502 Where district boundaries are so indicated that they approximately follow lot lines, such lot lines shall be construed to be said boundaries.
- 6.1.503 Where district boundaries are so indicated that they are approximately parallel to the center line of streets or highways, or the rights-of-way of same, such district boundaries shall be construed as being parallel thereto and at such distance therefrom as indicated on the zoning map.
- 6.1.504 Where a district boundary line divides a lot or tract in single ownership, the district requirements for the least restricted portion of such lot or tract shall be deemed to apply to the whole lot or tract. The term "least restricted" shall refer to zoning restrictions, not lot or tract size.
- 6.1.505 In case any further uncertainty exists, the Board of Adjustment shall interpret the intent of the map as to location of such boundaries.

SECTION 6.2 RESIDENTIAL DISTRICTS

6.2.1 Typical Lot Layout and Yard Setbacks



6.2.2 Rural Agricultural (RA) District

The Rural Agricultural District is designed to reflect the pattern of development in rural Moore County by preserving and protecting current uses and way of life while also protecting property rights.

6.2.201 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
Minimum Lot Size	1 acre		Principal Structure	Accessory Structure
Minimum Lot Width	100 feet	Front	40 feet	10 feet
Minimum Lot Depth	150 feet	Side	15 feet	10 feet
Building Height		Side (Corner Lot)	15 feet	10 feet
Maximum Building Height	40 feet	Rear	30 feet	10 feet

6.2.3 Residential and Agricultural (RA-20) and (RA-40) Districts

These districts are established as districts in which the principal use of the land is for single family dwellings, duplexes and agricultural uses. In promoting the purposes of this Ordinance, the specific intent of these districts is to encourage the construction of and the continued use of the land for single family dwellings by prohibiting commercial and industrial use of land and other uses which would substantially interfere with the development of single family dwellings in these districts and discouraging any use which would generate traffic on minor streets other than normal traffic to serve residences on those streets.

6.2.301 Dimensional Requirements

Lot Size Requirements			Required Yard Setbacks for Structures		
	RA-20	RA-40		Principal	Accessory
Minimum Lot Size	20,000 sq ft	40,000 sq ft	Front	40 feet	40 feet
Minimum Lot Width	100 feet	100 feet	Side	15 feet	10 feet
Minimum Lot Depth	150 feet	200 feet	Side (Corner Lot)	25 feet	20 feet
Max Building Height	40 feet		Rear	30 feet	10 feet

6.2.4 Residential and Agricultural (RA-2) and (RA-5) Districts

These Residential and Agricultural Districts are established as districts in which the principal use of the land is for low-density residential and agricultural purposes. In promoting the purposes of this Ordinance, the specific intent of these districts is to insure that residential development not having access to public water supplies and dependent upon private means of sewage disposal, will occur at sufficiently low densities to insure a healthful environment by prohibiting commercial and industrial use of the land which would substantially interfere with the development or continuation of dwellings and agriculture and to discourage any use which would generate traffic on minor streets other than normal traffic to serve the residences and farms on those streets;

6.2.401 Dimensional Requirements

Lot Size Requirements			Required Yard Setbacks for Structures		
	RA-2	RA-5		Principal	Accessory
Minimum Lot Size	2 acres	5 acres	Front	40 feet	40 feet
Minimum Lot Width	100 feet	200 feet	Side	15 feet	15 feet
Minimum Lot Depth	200 feet	300 feet	Side (Corner Lot)	25 feet	20 feet
Max Building Height	40 feet		Rear	30 feet	15 feet

6.2.5 Rural Agricultural Urban Service Boundary (RA-USB) District

The Rural Agricultural-Urban Service Boundary District is created to identify areas where Urban Services (sewer and water) could be provided over the next 10-15 years. Although the creation of this District implies no guarantee of services, it acknowledges areas undergoing growth pressures and affords slightly more protection from intrusive uses.

6.2.501 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
Minimum Lot Size	1 acre		Principal Structure	Accessory Structure
Minimum Lot Width	100 feet	Front	40 feet	10 feet
Minimum Lot Depth	150 feet	Side	15 feet	10 feet
Building Height		Side (Corner Lot)	15 feet	10 feet
Maximum Building Height	40 feet	Rear	30 feet	10 feet

6.2.6 Rural Equestrian (RE) District

The Rural Equestrian District is created to acknowledge what has become known as "Horse Country," in Moore County.

6.2.601 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
Minimum Lot Size	1 acre		Principal Structure	Accessory Structure
Minimum Lot Width	100 feet	Front	40 feet	40 feet
Minimum Lot Depth	200 feet	Side	15 feet	10 feet
Building Height		Side (Corner Lot)	25 feet	20 feet
Maximum Building Height	40 feet	Rear	30 feet	10 feet

6.2.7 Mobile Home (R-MH) District

The R-MH Mobile Home District is established to encourage and protect the use of manufactured homes and manufactured home parks. The District is designed to prohibit commercial and industrial use of land and to regulate other uses that would substantially interfere with the development or continuation of manufactured homes and parks in the District.

6.2.701 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
Minimum Lot Size	1 acre		Principal Structure	Accessory Structure
Minimum Lot Width	100 feet	Front	40 feet	40 feet
Minimum Lot Depth	200 feet	Side	15 feet	10 feet
Building Height		Side (Corner Lot)	25 feet	15 feet
Maximum Building Height	40 feet	Rear	30 feet	10 feet

6.2.8 Gated Community Seven Lakes (GC-SL) and Woodlake (GC-WL) District

The Gated Community Districts are created to reflect existing unincorporated Gated Communities. Primarily governed by restrictive covenants, District regulations are designed to reflect deeded covenant restrictions. Other environmental regulations (for example, Watershed Overlay Regulations) do apply within these communities and some business uses are allowed.

6.2.801 Dimensional Requirements

Lot Size Requirements			Required Yard Setbacks for Structures		
	GC-SL	GC-WL		Principal	Accessory
Minimum Lot Size	NONE	NONE	Front	NONE	10 feet
Minimum Lot Width	NONE	NONE	Side	NONE	10 feet
Minimum Lot Depth	NONE	NONE	Side (Corner Lot)	NONE	10 feet
Max Building Height	NONE		Rear	NONE	10 feet

6.2.9 Public and Conservation (P-C) District

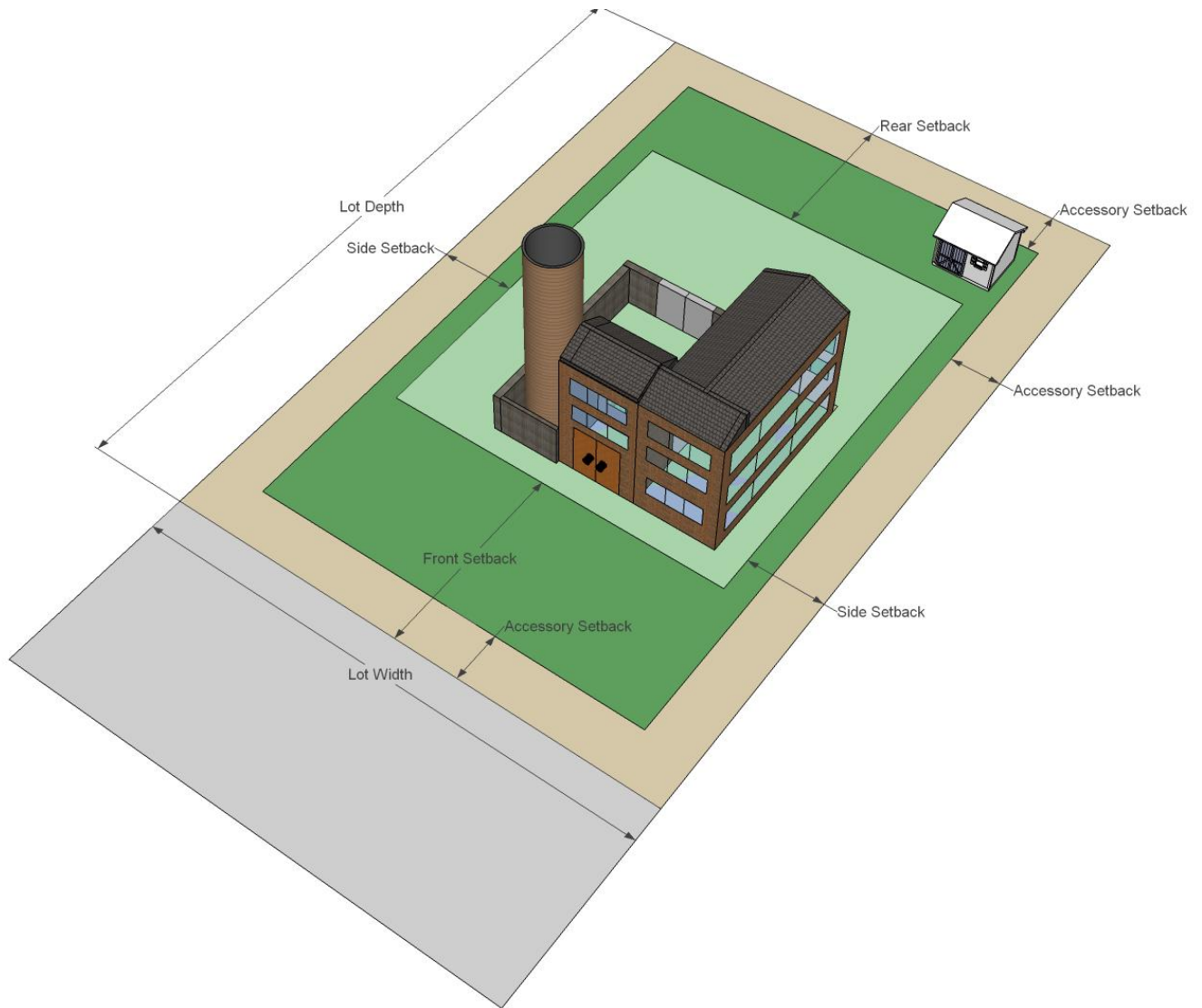
The P-C Public and Conservation District is established as a district in which the primary use of land is reserved for flood control, future thoroughfare rights-of-way, public recreation, community facility sites, forests and other similar open spaces which will encourage the continued use of land for conservation purposes.

6.2.901 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
			Principal Structure	Accessory Structure
Minimum Lot Size	5 acres			
Minimum Lot Width	NONE	Front	40 feet	40 feet
Minimum Lot Depth	NONE	Side	15 feet	10 feet
Building Height		Side (Corner Lot)	25 feet	20 feet
Maximum Building Height	40 feet	Rear	30 feet	10 feet

SECTION 6.3 COMMERCIAL AND INDUSTRIAL DISTRICTS

6.3.1 Typical Lot Layout and Yard Setbacks



6.3.2 Neighborhood Business (B-1) District

The Neighborhood Business District is established as a district in which the principal use of land is for commercial and service uses to serve the nearby, predominantly residential districts and rural areas of the County. It is also the intent to reduce traffic and parking congestion to a minimum in order to preserve residential values and promote the general welfare of the surrounding community. This district is intended to encourage the construction of and continued use of the land for neighborhood commercial and service purposes and to discourage uses that would substantially interfere with the development or continuation of the business structures in the district.

6.3.201 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
Minimum Lot Size	10,000 sq ft		Principal	Accessory
Minimum Lot Width	75 feet	Front	50 feet	50 feet
Minimum Lot Depth	100 feet	Side	15 feet	15 feet
Building Height		Side (Corner Lot)	20 feet	20 feet
Maximum Building Height	40 feet	Rear	20 feet	20 feet
Building height may be increased by one (1) foot for each five (5) foot increase in the front and side setback				

6.3.3 Highway Commercial (B-2) District

This district is established as a district in which the principal use of the land is for the retailing of both perishable and durable goods, provision of commercial services to adjacent urban areas, and the provision of services to travelers. It is intended that this district will be located throughout the County at areas considered to be commercial nodes. These nodes will occur where traffic and population densities are greatest and where highway business uses already exist.

6.3.301 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
Minimum Lot Size	10,000 sq ft		Principal	Accessory
Minimum Lot Width	75 feet	Front	50 feet	50 feet
Minimum Lot Depth	100 feet	Side	NONE	15 feet
Building Height		Side (Corner Lot)	25 feet	20 feet
Maximum Building Height	40 feet	Rear	25 feet	20 feet
Building height may be increased by one (1) foot for each five (5) foot increase in the front and side setback				

6.3.4 Village Business (VB) District

The Village Business District is created to acknowledge the developed business area surrounding the Gated Community of Seven Lakes. Like businesses are encouraged within this area - no Highway Corridor Overlay landscape requirements are imposed although landscaping compatible with surrounding businesses properties will be required along existing NC Highways and encouraged within the District itself.

6.3.401 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
Minimum Lot Size	NONE		Principal	Accessory
Minimum Lot Width	NONE	Front	NONE	NONE
Minimum Lot Depth	NONE	Side	NONE	NONE
Building Height		Side (Corner Lot)	NONE	NONE
Maximum Building Height	40 feet	Rear	NONE	NONE

6.3.5 Industrial (I) District

The Industrial District is established as a district in which the principal use of land is for warehousing and mixes of industrial uses which will not consume water in amounts beyond the capabilities of existing water resources in the County. It is also the intention of this district to allow uses that will not generate health and safety hazards to County residents. In promoting the general purposes of this Ordinance, the specific intent of this district is to provide appropriate zoning districts for carrying out the basic long-term objectives of the comprehensive land use plan and to encourage the continued use of land for industrial purposes and discourage any other use that would substantially interfere with the continuance of permitted uses in this district.

6.3.501 Dimensional Requirements

Lot Size Requirements		Required Yard Setbacks		
Minimum Lot Size	1 acre		Principal	Accessory
Minimum Lot Width	100 feet	Front	65 feet	65 feet
Minimum Lot Depth	150 feet	Side	25 feet	25 feet
Building Height		Side (Corner Lot)	50 feet	30 feet
Maximum Building Height	56 feet	Rear	30 feet	30 feet
Building height may be increased by one (1) foot for each five (5) foot increase in the front and side setback				

SECTION 6.4 PLANNED UNIT DEVELOPMENT DISTRICTS

6.4.1 Planned Unit Development – Hamlet (PUD-H) District

- 6.4.101 The Planned Unit Development–Hamlet (PUD-H) district is intended for mixed-use development in close proximity to existing municipalities where such development would complement these more urban areas and have better access to available infrastructure.
- 6.4.102 The minimum area required for a Planned Unit Development – Hamlet district is twenty five (25) contiguous acres. Parcels of land separated only by a public easement or right-of-way (road, utility,) shall be considered contiguous.
- 6.4.103 The project parcels must abut or have access to a major thoroughfare.
- 6.4.104 Dimensional requirements for the Planned Unit Development – Hamlet district can be found in §13.7.2 (Dimensional Requirements) of this Ordinance.

6.4.2 Planned Unit Development – Rural (PUD-R) District

- 6.4.201 Planned Unit Development–Rural (PUD-R) is intended for the more rural areas of the County. While a mixture of uses is permitted, development is less intense than development in a PUD-H due to distance from existing municipalities and available infrastructure.
- 6.4.202 The minimum area required for a Planned Unit Development – Rural district is fifty (50) contiguous acres. Parcels of land separated only by a public easement or right-of-way (road, utility, and railroad) shall be considered contiguous.
- 6.4.203 Dimensional requirements for the Planned Unit Development – Rural district can be found in §13.7.2 (Dimensional Requirements) of this Ordinance.

SECTION 6.5 HIGHWAY CORRIDOR OVERLAY DISTRICTS

6.5.1 Rural Highway Corridor Overlay District

- 6.5.101 Rural Highway Corridor Overlay Districts are hereby established as districts which overlay the zoning in every district along and on either side of **U.S. 1 Highway** south from Pinebluff's ETJ to the Richmond County line, **U.S. 15/501 Highway** between Pinehurst and Carthage (not including any municipal zoning jurisdiction, and not including the Urban Transition Highway Corridor Overlay District), and south from Aberdeen's ETJ to the Hoke County line (not including any municipal zoning jurisdiction), and from Carthage to the Lee County line (not including any municipal zoning jurisdiction), **N.C. 22 Highway** from the US 15-501 intersection at Carthage to Southern Pines (not including any municipal zoning jurisdiction), and **N.C. 211 Highway** from Pinehurst to Montgomery County line (not including any municipal zoning jurisdiction and the Seven Lakes Business District, and not including Urban/Village Highway Corridor Overlay District nor the Urban Transition Highway Corridor Overlay District). All uses with the exception of single family residential are subject to the standards as outlined in this Section.
- 6.5.102 Rural Highway Corridor Overlay Districts shall minimize commercial, industrial, office professional, and/or dense development patterns.
- 6.5.103 These highways provide visual images of the natural character of the area as well as agriculture and rural land uses.
- 6.5.104 Commercial, Industrial and Office Professional elements along these corridors shall be intermittent and clustering of these elements is encouraged at appropriate centralized locations.
- 6.5.105 The Rural Highway Corridor Overlay District shall be five hundred (500) feet from the edge of the Right-Of-Way on each side of the highway and run parallel to the Right-Of-Way.

6.5.106 The following table outlines the dimensional requirements and required yard setbacks for the Rural Highway Corridor Overlay District.

Minimum Yards Adjacent to Highways¹	
Building Setback	75 ft
Parking Area Setback	50 ft
Landscape Buffer ²	50 ft
Minimum Yards Adjacent to Property Lines	
Setback from Residential Districts	50 ft
Setback from Non-Residential Districts	25 ft
Building Height³	
Maximum Building Height	35 ft
Built Upon Areas⁴	
Maximum Built Upon Surface	70%
Maximum Building Footprint	40%
Maximum Front Yard Coverage (Parking)	40%

¹ Required yard spaces may be used to meet landscape buffer requirements. Highway yard setbacks and landscape buffer shall be measured from road right-of-way line.

² At the time of site plan approval, the Planning Board may reduce buffer widths and required planting by up to 50% if the site plan indicates berming, alternate landscaping, walls, opaque fence, or topographic features that will achieve the intent of this Section and are designed to complement adjacent properties. (Berms may not have a slope greater than two to one and must have a crown width of at least 2 feet.)

³ For religious institutions, steeples are exempt from height requirements.

⁴ Except as necessary to meet requirements of the Watershed Overlay Districts.

6.5.2 Urban Transition Highway Corridor Overlay District

- 6.5.201 Urban Transition Highway Corridor Overlay Districts are hereby established as districts which overlay the zoning in every district along and on either side of **U.S. 1 Highway** (from the north side of the Southern Pines ETJ north to the Cameron's extraterritorial jurisdiction (not including any municipal zoning jurisdiction), **U.S. 15/501 Highway** between Pinehurst and Carthage (not including any municipal zoning jurisdiction and not including the Rural Highway Corridor Overlay District), and **N.C. 211 Highway** from Pinehurst to the Seven Lakes Business District (not including any municipal zoning jurisdiction and not including the Rural Highway Corridor Overlay District and the Urban/Village Highway Corridor Overlay District). All uses with the exception of single family residential are subject to the standards as outlined in this Section.
- 6.5.202 Urban Transition Highway Corridor Overlay Districts shall be developed with a balance of residential, recreational, commercial, industrial and office professional uses.
- 6.5.203 These highway sections are best suited for providing a balance of naturalized and manmade conditions.
- 6.5.204 The visual quality of these highway sections depends on quality site planning, landscaping and preservation of natural features.
- 6.5.205 The Urban Transition Highway Corridor Overlay District shall be four hundred (400) feet from the edge of the Right-Of-Way on each side of the highway and run parallel to the Right-Of-Way.

6.5.206 The following table outlines the dimensional requirements and required yard setbacks for the Urban Transition Highway Corridor Overlay District.

Minimum Yards Adjacent to Highways ⁵	
Building Setback	75 ft
Parking Area Setback	50 ft
Landscape Buffer ⁶	50 ft
Minimum Yards Adjacent to Property Lines	
Setback from Residential Districts	50 ft
Setback from Non-Residential Districts	25 ft
Building Height ⁷	
Maximum Building Height	35 ft
Built Upon Areas ⁸	
Maximum Built Upon Surface	70%
Maximum Building Footprint	40%
Maximum Front Yard Coverage (Parking)	40%

⁵ Required yard spaces may be used to meet landscape buffer requirements. Highway yard setbacks and landscape buffer shall be measured from road right-of-way line.

⁶ At the time of site plan approval, the Planning Board may reduce buffer widths and required planting by up to 50% if the site plan indicates berming, alternate landscaping, walls, opaque fence, or topographic features that will achieve the intent of this Section and are designed to complement adjacent properties. (Berms may not have a slope greater than two to one and must have a crown width of at least 2 feet.)

⁷ For religious institutions, steeples are exempt from height requirements.

⁸ Except as necessary to meet requirements of the Watershed Overlay Districts.

6.5.3 Urban/Village Highway Corridor Overlay District

- 6.5.301 Urban Transition Highway Corridor Overlay Districts are hereby established as districts which overlay the zoning in every district along and on either side of **N.C. 211 Highway** from Pinehurst to the Seven Lakes Business District (not including any municipal zoning jurisdiction and outside the Rural Highway Corridor Overlay District and the Urban/Village Highway Corridor Overlay District). All uses with the exception of single family residential are subject to the standards as outlined in this Section.
- 6.5.302 Urban/Village Highway Corridor Overlay Districts allow for denser land use patterns for commercial and residential development than either the Rural Highway Corridor or Urban Transition Highway Corridor Overlay Districts.
- 6.5.303 However, the visual aspects of the development along these corridors shall be defined by an emphasis on landscape elements.
- 6.5.204 The Urban/Village Highway Corridor Overlay District shall be three hundred (300) feet from the edge of the Right-Of-Way on each side of the highway and run parallel to the Right-Of-Way.
- 6.5.305 The following table outlines the dimensional requirements and required yard setbacks for the Urban/Village Highway Corridor Overlay District.

Minimum Yards Adjacent to Highways ⁹	
Building Setback	50 ft
Parking Area Setback	30 ft
Landscape Buffer ¹⁰	30 ft
Minimum Yards Adjacent to Property Lines	
Setback from Residential Districts	25 ft
Setback from Non-Residential Districts	5 ft
Building Height ¹¹	
Maximum Building Height	35 ft
Built Upon Areas ¹²	
Maximum Built Upon Surface	70%
Maximum Building Footprint	40%
Maximum Front Yard Coverage (Parking)	20%

⁹ Required yard spaces may be used to meet landscape buffer requirements. Highway yard setbacks and landscape buffer shall be measured from road right-of-way line.

¹⁰ At the time of site plan approval, the Planning Board may reduce buffer widths and required planting by up to 50% if the site plan indicates berming, alternate landscaping, walls, opaque fence, or topographic features that will achieve the intent of this Section and are designed to complement adjacent properties. (Berms may not have a slope greater than two to one and must have a crown width of at least 2 feet.)

¹¹ For religious institutions, steeples are exempt from height requirements.

¹² Except as necessary to meet requirements of the Watershed Overlay Districts.

SECTION 6.6 WIRELESS COMMUNICATION FACILITY OVERLAYS

6.6.1 Permitted Commercial Tower Development Area (PCTDA)

- 6.6.101 The intent of the Permitted Commercial Tower Development Area Overlay is to enhance and guide current and future wireless telecommunications infrastructure needs of the County as well as to promote and maintain an aesthetically pleasing environment for the residents and visitors of Moore County.
- 6.6.102 The purpose of the Permitted Commercial Tower Development Areas (PCTDAs) is to provide areas for tower development needed to fill large voids in wireless telecommunications coverage.
- 6.6.103 Any new development in these areas shall conform to all Federal, State and local regulations.
- 6.6.104 See **Article 14** (Wireless Communications Facilities) of this Ordinance for specific Wireless Communications Facilities requirements.

SECTION 6.7 PUBLIC WATER SUPPLY WATERSHED OVERLAYS

6.7.1 Watershed II Critical Area Overlay (WS-II-CA) District

- 6.7.101 In order to maintain a predominately undeveloped land use intensity pattern, single family residential uses shall be allowed at a maximum of one dwelling unit per 80,000 sq. ft. or a maximum of six percent (6%) built-upon area.
- 6.7.102 All other residential and nonresidential development shall be allowed at a maximum of six percent (6%) built-upon area.
- 6.7.103 New sludge application sites and landfills are specifically prohibited.

6.7.2 Balance of Watershed II Overlay (WS-II-BW) District

- 6.7.201 In order to maintain a predominately undeveloped land use intensity pattern, single family residential uses shall be allowed at a maximum of one (1) dwelling unit per 40,000 sq. ft. or a maximum of twelve percent (12%) built-upon.
- 6.7.202 All other residential and nonresidential development shall be allowed a maximum of twelve percent (12%) built-upon area.
- 6.7.203 In addition, all new Development may occupy five percent (5%) of the balance of the watershed which is outside the critical area, with a seventy percent (70%) built-upon area when approved as a Special Non-residential Intensity Allocation (SNIA).

6.7.3 Watershed III Critical Area Overlay (WS-III-CA) District

- 6.7.301 In order to maintain a low to moderate land use intensity pattern, single family residential uses are allowed at a maximum of one (1) dwelling unit per 40,000 sq. ft. or a maximum of twelve percent (12%) built-upon area.
- 6.6.302 All other residential and nonresidential development shall be allowed to a maximum of twelve percent (12%) built-upon area.
- 6.7.303 New sludge application sites and landfills are specifically prohibited.

6.7.4 Balance of Watershed III Overlay (WS-III-BW) District

- 6.7.401 In order to maintain low to moderate land use intensity pattern, single family detached uses shall develop at a maximum of one (1) dwelling unit per 20,000 sq. ft. or a maximum of twenty-four percent (24%) built-upon area.
- 6.7.402 All other residential and nonresidential development shall be allowed a maximum of twenty-four percent (24%) built-upon area.
- 6.7.403 In addition, all new Development may occupy five percent (5%) of the watershed with a seventy percent (70%) built-upon area when approved as a Special Non-residential Intensity Allocation (SNIA).

6.7.5 Protected Area of Watershed IV Overlay (WS-IV-PA) District

- 6.7.501 Only new development activities that require an erosion/sedimentation control plan under State law or approved local government program are required to meet the provisions of this Ordinance when located in the WS-IV-PA Watershed.
- 6.7.502 In order to address a moderate to high land use intensity pattern, single family residential uses shall develop at a maximum of one (1) dwelling unit per 20,000 sq. ft. or a maximum of twenty-four percent (24%) or thirty-six percent (36%) built-upon area.
- 6.7.503 All other residential and nonresidential development shall be allowed at a maximum of twenty-four percent (24%) built-upon area.
- 6.7.504 A maximum of one (1) dwelling unit per 14,000 sq. ft. or thirty-six percent (36%) built-upon area is allowed for projects without a curb and gutter street system.

SECTION 6.8 EXCEPTIONS AND MODIFICATIONS

6.8.1 Purpose

The dimensional requirements of this Ordinance shall be adhered to in all respects except that under the specified conditions as outlined in this Section the requirements may be waived or modified as stated; and in addition, the dimensional requirements may be changed or modified by the Board of Adjustment as provided for in **§3.15** (Variances).

6.8.2 Yard Modifications

- 6.8.201 Architectural features such as open or enclosed fire escapes, steps, outside stairways, balconies and similar features, and uncovered porches may not project more than four (4) feet into any required yard.
- 6.8.202 Sills, cornices, eaves, gutters, buttresses, ornamental features, and similar items may not project into any required yard more than thirty (30) inches.
- 6.8.203 The setback and yard requirements of this Ordinance shall not apply to fences and walls.

6.8.3 Height Limit Modifications

- 6.8.301 Church steeples, chimneys, belfries, water tanks or towers, fire towers, flag poles, spires, monuments, cupolas, domes, antennas (except satellite dish antennas) silos, grain elevators and conveyors, and necessary mechanical appurtenances may be erected to any height, unless otherwise regulated within this Ordinance.
- 6.8.302 All structures and objects of natural growth that are fifty (50) feet or greater in height shall not be constructed or established on parcels located within Airport Zones as defined by the Ordinance to Limit Height of Objects Around Moore County Airport without an approved permit from the Moore County Airport Authority.
- 6.8.303 An approved permit from the Moore County Airport does not in any way confer an exception to any of the provisions within this Ordinance.
- 6.8.304 A structure exceeding thirty-five (35) feet in height in all areas within one thousand feet of any aircraft landing field shall only be permitted by the Moore County Board of Adjustment, after a public hearing, that it does not constitute a menace to safety.
- 6.8.305 The County may not authorize the construction of any tall building or structure with a vertical height of more than 200' measured from the top of the foundation of the building, structure, or unit and to the uppermost point of the building, structure, or unit, in any area surrounding a major military installation, unless the County is in receipt of either a letter of endorsement issued by the Building Code Council or proof the Council's failure to act within the time allowed pursuant to NCGS 143-151.75.

Village of Pinehurst
Moore County Meeting Dates to Consider
Extra-Territorial Jurisdiction (ETJ) Expansion

July 2018

The process for ETJ expansion requests includes Moore County Planning Board recommendation and Board of Commissioner final decision. The County submittal deadlines and Planning Board meeting dates are as follows: **(application submittal due 30 days prior to Planning Board meeting)**

Application Deadline	Planning Board Meeting
August 6 th	September 6 th
September 4 th	October 4 th
October 2 nd	November 1 st

Following the Planning Board recommendation, the Board of Commissioners will hold a “Call to” Public Hearing at one meeting and then will hold a Public Hearing at a subsequent meeting. More than one public hearing may be required to accommodate public input.

If properly submitted and recommended by the Planning Board in early September, the Board of Commissioners could hold a “Call to” on September 18th with the public hearing on October 2nd.



**CONSIDER A BUDGET AMENDMENT REAPPROPRIATING FUNDS FROM
FY 2018 TO FY 2019.**

ADDITIONAL AGENDA DETAILS:

FROM:

Brooke Hunter

CC:

Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:

7/17/2018

MEMO DETAILS:

This agenda item represents the annual re-appropriation of funds from the FY 2018 Budget that staff requests be rolled forward to the FY 2019 Budget. Please see the attached memo for details.

ATTACHMENTS:

Description

- ▣ Reappropriation Memo for FY 2019
- ▣ Ordinance 18-16 Reappropriation Amendment FY 2019

Brooke Hunter, CPA
Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374
Phone: 910-295-8646
Fax: 910-295-4434
e-mail: bhunter@vopnc.org

Village of Pinehurst

Memo

To: Village Council
From: Brooke Hunter
CC: Jeff Sanborn & Natalie Hawkins
Date: July 16, 2018
Re: Budget amendment re-appropriating funds to complete projects from FY 2018

As you are aware, the Village had several projects underway at June 30, 2018 that need to be carried over to the next fiscal year. Per NCGS, the appropriations for these projects lapse at the close of the fiscal year and the funds are added to the Village's fund balance. In order for these projects to be completed, funds must be reappropriated in the current fiscal year. The attached ordinance is the budget amendment required to amend the FY 2019 General Fund Budget for these projects, as these amounts were not included in the original budget adopted by Council on June 12, 2018.

I have included a summary below that indicates which projects are included in the budget ordinance:

Administration	Village Hall HVAC replacement	\$ 9,000
Administration/Planning	Village Hall conference room conversion	4,400
Human Resources	Compensation study	2,872
Human Resources	Microsoft Dynamics GP training	5,000
Police	Unspent restricted funds	1,334
Police	Unspent newly donated funds	1,950
Police	Controlled substance taxes	3,943
Police	Unspent equitable sharing funds	2,667
Fire	EMS base design services	30,000
Fire	Opticom traffic preemption devices	10,527
Fire	Fire hydrants	13,176
Fire	Traffic preemption vehicle kit	3,020
Fire	Unspent restricted funds	8,197
Fire	Unspent newly donated funds	395
Streets & Grounds	Highway 211 landscaping	2,025
Streets & Grounds	NCDOT railway crossing improvement	30,000
Streets & Grounds	Memorial flag donations	720
Planning	Planning & Inspections software	50,000
Planning	Comprehensive Plan contract	29,025
Planning	Comprehensive Plan public input costs	13,000
Planning	P&I BIRDIE mobility equipment	3,600
Recreation	B&G Maintenance building improvements	21,040
Recreation	B&G Maintenance building fiber cabling	5,000
Recreation	Arboretum irrigation replacement	28,850
Recreation	Resurface Wicker Park tennis courts	15,000
Recreation	Event barricade covers	2,100
Recreation	Unspent donated funds-GWH	1,379
Harness Track	Sewer connections project	25,000
Harness Track	Stormwater master plan	5,820
Information Technology	Server 2016 & project management training	3,000
Total		\$ <u>332,040</u>

The items above include projects for which funds were donated that were not spent in the previous year. These would include the Police, Fire, Streets & Grounds, Recreation, and Greenway Wildlife Habitat donations. Police controlled substance taxes and Police equitable sharing funds also carry use restrictions.

The other items listed are projects funded in the previous fiscal year that were not started and/or completed by June 30. Described below are the more significant items included in the reappropriation amendment this year.

In Administration, funds are being carried over to replace an HVAC unit that was not repairable in the prior year. In Fire, funding for the EMS base design must be reappropriated as the project has not yet begun. During our FY 2019 Strategic Operating Plan process, construction of the EMS base was pushed out one year to FY 2020, thus design costs will not be incurred until FY 2019. The Fire Department has also requested to carry over funds for traffic preemption devices and fire hydrants that were not purchased last year. In Streets & Grounds, the NCDOT railway crossing improvement at St. Andrews Drive is being carried into FY 2019 as the project has not begun. This will be coordinated by the NCDOT, as they are the recipient of federal funding to upgrade the railway crossing. Council approved the original budget amendment for this project on May 8.

For the Planning Department, the Comprehensive Plan contract and related public input costs that were not expended in FY 2018 are requested to be carried over. The Comprehensive Plan contract is billed based on percentage of completion of each phase. Per the contract, we expect to expend all funds budgeted in FY 2018, as well as the amount included in the FY 2019 budget. Also in Planning, funding for Planning & Inspections software is requested to be carried over since implementation is expected to begin in September based on our consultant's available schedule.

In Recreation, remaining funds budgeted for the B&G Maintenance building improvements are requested to be carried over. The project began at the end of FY 2018 and was completed this month. Also in Recreation, the Arboretum irrigation replacement is being carried over due to delays associated with the pump system and determination of the temporary school location. Funding for Wicker Park tennis court resurfacing is requested to be carried over as well. This project was delayed in FY 2018 while seeking a potential grant, for which the Village did not qualify. Finally, at the Harness Track, funding for a sewer connections project that was awaiting engineering designs and is now ready for bids is requested to be carried over.

Thank you for your consideration of these items. Should you have any questions, please do not hesitate to contact me.

ORDINANCE #18-16:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2019, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND (RE-APPROPRIATE FY 2018 FUNDS IN FY 2019).

THAT WHEREAS, funds that were restricted to specific uses were received by the Village in the fiscal year ending June 30, 2018 that were not expended but are expected to be expended in the fiscal year ending June 30, 2019 including Police donations, Fire donations, Streets & Grounds donations, Recreation donations, greenway wildlife habitat donations, Police controlled substance taxes, and Police equitable sharing funds; and

WHEREAS, the Village budgeted for expenditures in the fiscal year ending June 30, 2018 for various other projects that were not incurred, but are expected to be incurred in the fiscal year ending June 30, 2019; and

WHEREAS, the Village did not appropriate these funds in the original budget adopted for the year ended June 30, 2019;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 24th day of July 2018, as follows:

SECTION 1. To amend the General Fund with regard to revenues and expenditures, the revenue and expenditure accounts are to be changed as follows:

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-00-220-7420	Capital Outlay: B&G Equipment	\$ 9,000	
10-00-970-3560	Charges to Other Departments		\$ 9,000
10-00-970-7400	Capital Outlay: Equipment	9,000	
10-00-220-5904	B&G Maintenance – ISF	3,400	
10-40-710-5904	B&G Maintenance – ISF	1,000	
10-00-970-3560	Charges to Other Departments		4,400
10-00-970-5900	B&G Repairs & Maintenance	4,400	
10-00-240-5300	Contracted Services	2,872	
10-00-240-6300	Travel & Training	5,000	
10-10-310-5402	Departmental Supplies – Restricted	7,227	
10-10-310-6803	Equitable Sharing Expenditures	2,667	
10-10-320-5800	Professional Services	30,000	
10-10-320-7400	Capital Outlay: Equipment	10,527	
10-10-320-5400	Departmental Supplies	13,176	
10-10-320-5400	Departmental Supplies	3,020	
10-10-320-5402	Departmental Supplies – Restricted	8,592	
10-20-420-5300	Contracted Services	2,025	
10-20-420-7700	Capital Outlay: Infrastructure	30,000	

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-20-420-5400	Departmental Supplies	\$ 720	
10-40-710-5911	IT Charges	50,000	
10-00-980-3560	Charges to Other Departments		\$ 50,000
10-00-980-5901	IT Repairs & Maintenance	50,000	
10-40-710-5800	Professional Services	29,025	
10-40-710-5400	Departmental Supplies	13,000	
10-40-710-5911	IT Charges	3,600	
10-00-980-3560	Charges to Other Departments		3,600
10-00-980-5400	Departmental Supplies	3,600	
10-80-610-7220	Capital Outlay: B&G Buildings	21,040	
10-00-970-3560	Charges to Other Departments		21,040
10-00-970-7200	Capital Outlay: Buildings	21,040	
10-80-610-5911	IT Charges	5,000	
10-00-980-3560	Charges to Other Departments		5,000
10-00-980-5400	Departmental Supplies	5,000	
10-80-610-7120	Capital Outlay: B&G Land	28,850	
10-00-970-3560	Charges to Other Departments		28,850
10-00-970-7100	Capital Outlay: Land	28,850	
10-80-610-5904	B&G Maintenance – ISF	15,000	
10-00-970-3560	Charges to Other Departments		15,000
10-00-970-5900	B&G Repairs & Maintenance	15,000	
10-80-610-5460	Events/Shows Expense	2,100	
10-80-610-6532	Greenways Wildlife Habitat	1,379	
10-80-620-7120	Capital Outlay: B&G Land	25,000	
10-00-970-3560	Charges to Other Departments		25,000
10-00-970-7100	Capital Outlay: Land	25,000	
10-80-620-5800	Professional Services	5,820	
10-00-980-6300	Travel & Training	3,000	
10-00-980-3560	Charges to Other Departments		3,000
10-10-310-5911	IT Charges	1,042	
10-10-320-5911	IT Charges	667	
10-00-220-5911	IT Charges	500	
10-00-240-5911	IT Charges	291	
10-80-610-5911	IT Charges	250	
10-20-410-5911	IT Charges	250	
10-00-190-3905	Fund Balance Appropriated		332,040

SECTION 2. Copies of this budget amendment shall be furnished to the Village Clerk, Village Manager and to the Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 24th day of July 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND APPROVE A LEASE AGREEMENT FOR VILLAGE
PROPERTY (BARN 19).**

ADDITIONAL AGENDA DETAILS:

FROM:

Mark Wagner

CC:

Jeff Sanborn, Jeff Batton

DATE OF MEMO:

7/17/2018

MEMO DETAILS:

As you may recall back in January, the Village Council adopted changes to the Fees and Charges schedule that added Barn 19 to the list of facilities at the Harness Track that may have their own lease agreements.

For your consideration today is a lease agreement for Barn 19 between the Village and Scott Norris Horse Transportation. The initial term of the agreement will be for \$875 per month beginning on August 1st, 2018 and running through June 30, 2021. The lease includes an annual rent adjustment based on the previous 12 month Consumer Price Index.

Mr. Norris intends to use the barn as his home base for shipping services as he is transporting horses for clients. With Pinehurst being a midway point between tracks in the south and north, we are a good location for him to layover on his long hauls. He and his family have also been longtime trainers at the Harness Track. His father Buck Norris previously operated out of Barn 5 which was adjacent to the Fair Barn and lived on site in one of the trailers as well.

Barn 19 consists of nine horse stalls, a small office space and a grooms quarter. During the training season, Mr. Norris has been leasing all nine stalls at the current rate of \$927 per stall, which resulted in a total of \$8,343 in revenue. By entering into this lease agreement for the entire twelve months for Barn 19, the Village will receive \$10,500 in revenue, (\$9,625 in FY19 as the first term is only 11 months). He will also switch over all utilities into his name for the barn which will reduce Village expenditures as well.

The Village attorney has reviewed the agreement and found everything to be in order for Council approval. Jeff Batton will be available at the meeting to answer any questions on the agreement should they arise.

Thank you.

ATTACHMENTS:

Description

☐ Lease Agreement

STATE OF NORTH CAROLINA

COUNTY OF MOORE

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of this 1st day of July 2018, between the Village of Pinehurst, a Body Corporate and Politic in Moore County, North Carolina (hereinafter referred to as “Landlord”) and “Scott Norris doing business as “Scott Norris Horse Transportation” (hereinafter referred to as “Tenant”);

W I T N E S S E T H

That, subject to the terms and conditions hereinafter set forth, the Landlord does hereby demise and let and the Tenant does hereby rent and hire from the Landlord, Barn 19 (hereinafter referred to as the “Premises”).

TO HAVE AND TO HOLD the said Premises, together with all privileges and appurtenances thereunto belonging, unto the said Tenant, upon the terms and conditions hereinafter set forth:

1. TERM. The initial term of this Lease shall be for a period of thirty five (35) months, commencing on August 1st, 2018 and ending on June 30th, 2021 at midnight. Landlord reserves the right to increase the rent by the consumer price index for each subsequent twelve-month period payable in advance on or before the fifth day of each month. Should either party have reason to terminate the lease agreement prior to the terms contained herein, a minimum of sixty (60) day’s written notice should be provided to the other party of their intention to terminate early.

2. RENTAL.
(a). **Basic Rent** The Tenant covenants and agrees to pay the Landlord during the initial term of this lease an annual basic rent of \$ 10,500 payable in 12 monthly installments of \$875.00 per month. Rental fees are due from the Tenant to the Landlord by the 5th day of each month. A late fee of 10% of the basic rent will be charged for payment received after the fifth of each month.

(b). **Other Normal Items.** Taxes, assessments, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of the Tenant to pay those items and all other damages, costs, expenses, and sums that Landlord may suffer or incur or that may become due by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, including reasonable fees occurred by Landlord based upon prevailing hourly charges in connection with the enforcement of this Lease, shall be deemed to be a proper charge and, in writing, Landlord shall have all the rights and remedies as herein provided under default.

3. COVENANT OF TITLE AND QUIET POSSESSION. Subject to the terms, provisions and conditions herein set forth, the Landlord covenants, represents, warrants and agrees that Tenant, its permitted successors and assigns, shall have and enjoy the Premises during the term hereof free from adverse claims of any and all other persons whomsoever.

4. USE OF PREMISES. The Premises shall be used for the sole purpose of operating a horse transportation business together with purposes incidental or related thereto. All other usages by Tenant of any part of the Premises must first be approved in writing by Landlord. Tenant will make no unlawful or offensive use of the Premises and will comply with all laws, ordinances and regulations of duly constituted governmental authorities.

5. ACCEPTANCE OF PREMISES. Tenant accepts the Premises in an "as is" condition and Landlord makes no representations or warranties regarding the condition of the Premises.

6. ALTERATION AND IMPROVEMENTS. The Tenant shall have the right and privilege any time during the term of this Lease to make, at its own expense, such minor interior changes, improvements and alterations to the Premises as the Tenant may desire; provided, however, the Tenant shall not make any material or structural changes to the Premises without the prior written consent of the Landlord, and such alterations so made shall be made at the sole cost and expense of the Tenant. Any exterior improvements and alterations desired must be submitted to Landlord for written approval. Any and all interior and exterior improvements and alterations are also subject to approval by the Village Planning and Inspections Department and/or Pinehurst Historic Preservation Commission. Any improvements and alterations made without seeking all required approval could be grounds for eviction. Upon the termination or expiration of this Lease, all the said improvements shall remain in the Premises and become the sole property of the Landlord, and the Tenant will take any and all action and sign any and all documents reasonably required by the Landlord to effect or confirm the Landlord's ownership of said improvements.

7. FIXTURES. The Tenant may, during the term of this Lease, remove from the Premises all trade fixtures which the Tenant may have installed at its own expense in the said Premises, or otherwise acquires, provided that Tenant is not in default under any of the terms and conditions of this Lease and provided further that the same can be removed without injury to the Premises. Tenant shall repair any damages to the Premises caused by the removal of such trade fixtures. No trade fixture shall be removed unless the Landlord has previously given its written consent prior to its installation confirming that such item is a trade fixture. In the event no such written confirmation is obtained from the Landlord by the Tenant prior to installation, then such improvement shall be conclusively deemed an alteration or improvement under Paragraph 6 above.

8. UTILITIES/MISCELLANEOUS SERVICES. All applications and connections for necessary utility services, including, but not limited to gas, water, fuel, electricity, telephone service and other utilities used by it in connection with the said Premises, shall be made in the name of the Tenant only and Tenant shall be solely responsible and liable for such utility charges as they become due.

9. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. In the event of damage to the Premises by fire or other casualty or act of God, the Tenant shall give immediate notice thereof to Landlord who shall, except as provided below, have the damage to the Premises repaired with reasonable speed at the Landlord's expense, due allowance being made for reasonable delay which may arise by reason of adjustment of losses under insurance policies on the part of the Landlord and/or Tenant or any other cause beyond the Landlord's control, and to the extent that the Premises are rendered untenable, the rent shall proportionately abate; provided, however, that if the damage to the Premises shall be so extensive that the Landlord shall in its sole discretion decide not to repair or rebuild, this Lease, at the option of the Landlord, shall be terminated upon written request to the Tenant, and the rent, in such cases, shall be paid to or adjusted as of the date of such damages and in such case the Tenant shall thereupon vacate the Premises and surrender the same to the Landlord.

10. INDEMNIFICATION AND LIABILITY INSURANCE. The Landlord shall not be liable for any damage to property or person by reason of the Tenant's use or occupancy of the Premises, and the Tenant agrees to save the Landlord harmless from and against all claims, suits, actions, and the cost and expense thereof, including attorney's fees, arising out of any property damage or personal injury whatsoever occurring in or on the Premises. The Tenant further specifically agrees that it will procure and keep in force at its expense commercial liability insurance in an amount of not less than \$1,000,000 per occurrence. Tenant will cause a certification of insurance to be furnished to Landlord evidencing such coverage and said policy shall provide that said insurance may not be canceled without written notice to Landlord at least thirty (30) days prior to cancellation.

11. PROPERTY INSURANCE AND TAXES. Landlord shall keep the building of which the Premises are a part insured against loss or damage by fire or other casualty to the extent of the full insurable value thereof, excluding fixtures, improvements, alterations and changes made by Tenant. All insurance proceeds collected shall be used toward the full compliance with the obligations of Landlord set forth herein relating to the duty of Landlord to maintain the Premises in good repair. Tenant, at its sole cost and expense, shall keep all property and interests in property owned by Tenant located on or in the Premises insured for the benefit of Tenant in such amount and to such extent as Tenant determines desirable against loss or damage by fire and against other risks of a similar or dissimilar nature as are or shall customarily covered with respect to said property.

12. TAXES AND FEES. Landlord shall pay all ad valorem taxes which may be assessed, levied or charges against the Premises by governmental authorities, and the Tenant shall pay all operating license fees for the conduct of its business, and all ad valorem taxes, assessments and other governmental or public charges assessed, levied or charged against its personal property, trade fixtures, inventory, stock, or merchandise and other property owned by Tenant.

13. MAINTENANCE AND REPAIR. During the term of this Lease, the Landlord shall maintain, keep and repair at its own expense, the roof and exterior walls of the building, but Tenant shall give Landlord seven (7) days written notice of needed repairs and Landlord shall have a reasonable time thereafter to make them. Except for the roof and exterior walls, the Tenant shall keep and maintain the Premises, in as good order and condition and state of repair as the same is or may be put by Landlord, ordinary wear and tear excepted, and Tenant shall repair, restore and replace the same when necessary to so keep and maintain the Premises, all at Tenant's sole expense. Tenant further agrees that it is satisfied with the physical condition of the Premises and that its taking possession of same is conclusive evidence of the same in good order and repair, and Tenant agrees that no representation as to the condition of repair has been made. It is understood and agreed, however, that any repairs estimated to cost more than \$1,000.00 shall be considered a major repair, and the cost of same shall be borne by Landlord as funds are available.

14. SURRENDER OF POSSESSION. Upon the termination or expiration of this Lease the Tenant shall surrender the Premises to Landlord in good order and condition and state of repair, ordinary wear and tear excepted.

15. WAIVER OF SUBROGATION. Landlord and Tenant, each for itself and its personal representatives, successors and assigns, covenants and agrees with the other that no claim shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their heirs, personal representatives, successors, subleases or assigns, against the other, or their officers, agents, employees, successors, subleases, or assigns for any loss cost or damage to the Premises, or the building in which the Premises are situated or any improvements or other property located thereon, caused by or resulting from fire, explosion or other casualty of whatsoever nature maintained on the Premises or the contents thereof. All policies of insurance carried and maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insured there under waives or is permitted to waive prior to loss, all rights of subrogation against either Landlord or Tenant.

16. SIGNS. Tenant shall not erect, affix or display any awnings, signs or advertisements on the windows or exterior of the Premises without Landlord's written consent and the consent of any necessary governmental authorities.

17. SUBORDINATION. This Lease is subject and subordination to all deeds of trust which may now or hereafter affect such Lease or the real property on which the Premises are located and form a part, and to all renewals, modifications, consolidations, replacements or extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgage or holder of any deed of trust, and in confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's Attorney - in - Fact to execute any such certificate on behalf of Tenant.

18. HOLDING OVER. In the event Tenant remains in possession after the expiration date of this Lease without the execution of a new Lease, the Tenant shall not acquire any right, title or interest in or to the Premises, and in such event, the Tenant shall occupy the Premises as a tenant month - to - month at the last effective rent rate, but both Landlord and Tenant shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable.

19. INSOLVENCY OF TENANT. In the event a receiver is appointed to take possession of the assets of the Tenant, or a general assignment for the benefit of creditors of Tenant is made, or any action is taken against or allowed to be taken by Tenant under any bankruptcy act or Tenant becomes insolvent, then upon election of the Landlord, this Lease shall cease and terminate upon ten (10) days written notice by Landlord to Tenant.

20. DEFAULT. This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events shall occur, to wit:

(a) Any installation of rent above referred to, or any other sums required to be paid by the Tenant hereunder, or any part thereof shall at any time be in arrears and unpaid by the specified due date and time;

(b) There may be default on the part of the Tenant in the observance or performance of any of the other covenants, agreements or conditions of this Lease, on the part of the Tenant to be kept or performed;

Then and in such event it shall be lawful for the Landlord, at its option, to declare the said term ended and to enter into the Premises or any part thereof, either with or without process of law, and expel the said Tenant, or any person or persons occupying the Premises, using such force as may be necessary to do so and so to repossess and enjoy the Premises as in Landlord's former estate all without prejudice to any other legal remedy Landlord may have on account of such default. Should the said term at any time be ended by the election of the Landlord, under the terms and conditions hereof, or in any other manner, the Tenant covenants and agrees to surrender and deliver up the said Premises and property peaceably to the Landlord immediately upon the termination of the said term. In the event Landlord determines Tenant is in Default of this agreement, written notice will be provided giving Tenant ten (10) days to vacate the facility.

21. RIGHT OF ENTRY. Landlord's representative shall have the right to enter the Premises at all reasonable hours to examine same and make such alterations and repairs as may be desired and may during the last ninety (90) day period of the term of the Lease, or any extension or renewal thereof, show same to prospective tenants at all reasonable hours and shall permit the usual notices of "For Rent" or "For Sale" to be placed on the Premises and to remain thereon without hindrance or molestation.

22. ASSIGNMENT AND SUBLETTING. Tenant may not assign or transfer this lease or any estate, interest or benefit thereof or sublet the Premises or any part or parts thereof. Landlord shall have the absolute right to assign this Lease without receiving the consent of Tenant, and Tenant shall be obligate to any such assignee of Landlord under the terms and provisions of this Lease as if Tenant had initially entered into this Lease Agreement with such assignee.

23. NOTICES. Any notice provided herein shall be deemed to have been served sufficiently if the same shall be in writing and either hand delivered to the addressee designated below or marked via registered or certified mail, return receipt requested, addressed as follows:

AS TO LANDLORD: 395 Magnolia Road,
Pinehurst, NC 28374

AS TO THE TENANT: 300 Quail Run
Pinehurst, NC 28374

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this Paragraph.

24. PARAGRAPH HEADINGS, ETC. The paragraph headings throughout this instrument are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, simplify or aid in the interpretation, construction or meaning of the provisions of this Lease. Whenever used herein, a pronoun in the neutral gender shall include the masculine and feminine gender and the singular, the plural unless the context clearly indicates otherwise.

25. LEASE BINDING ON HEIRS, ETC. It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, and that no modification of this Lease shall be binding unless evidenced by an agreement in writing signed by both the Landlord and the Tenant.

26. ENTIRE AGREEMENT. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and sets forth all of the representations and warranties of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written agreements, representations, warranties or understanding with respect to the subject matter hereof.

27. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between the Landlord and Tenant the relationship of principal and agent or of a partnership or joint venture and the relationship between them shall be only that of Landlord and Tenant.

28. CONTROLLING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, each party hereunto set its hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal hereunto affixed by authority of its Board of Directors, in duplicate originals, as of the day and year first above written.

LANDLORD:

Village of Pinehurst

Date: _____

TENANT:

Date: _____



**CONSIDER A RESOLUTION DELEGATING LEASING AUTHORITY TO
VILLAGE MANAGER.
ADDITIONAL AGENDA DETAILS:**

FROM:

Brooke Hunter

CC:

Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:

7/18/2018

MEMO DETAILS:

North Carolina General Statute 160A-272 authorizes the Village Council to delegate to the Village Manager the authority to enter into lease agreements of real or personal property for terms of one year or less. This applies to property that is not needed by the Village for the term of the lease.

The attached resolution would authorize the manager to enter into short-term lease agreements for use of Village-owned property, such as our concession stands or other similar items that are not being used by the Village. The manager would report any leases of this nature at the next regular meeting.

Historically, the Village does not enter into agreements of this nature often. However, this will allow the manager to authorize minor leases in a timely manner, if the need arises in the future.

ATTACHMENTS:

Description

- Resolution #18-17 - Delegating Leasing Authority to Village Manager

RESOLUTION #18-17:

A RESOLUTION DELEGATING LEASING AUTHORITY TO VILLAGE MANAGER.

THAT WHEREAS, the Village of Pinehurst owns various items of real and personal property that it has no current need for; and

WHEREAS, G.S. 160A-272 authorizes the Village Council to delegate to the manager the authority to determine that specific items of real and personal property are temporarily surplus to the Village of Pinehurst's needs and to lease such property for periods of up to one year; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 24th day of July, 2018, as follows:

SECTION 1. The Village Manager is authorized to determine that specific items of Village-owned real and personal property are surplus to the Village of Pinehurst's current needs and to enter into leases of such property for periods of up to one year, upon such terms and conditions as the manager shall determine.

SECTION 2. The Village Manager shall report to the Village Council at the next regular meeting as to any leases of Village-owned property entered into since the last regular meeting.

THIS RESOLUTION passed and adopted this 24th day of July, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By:

Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**CONSIDER A BUDGET AMENDMENT FOR EMERGENCY HVAC
REPLACEMENTS
ADDITIONAL AGENDA DETAILS:**

FROM:

Jeff Batton

DATE OF MEMO:

7/23/2018

MEMO DETAILS:

If you have visited the administration wing of Village Hall in the last month, you are aware that we have been cooling the space with portable air conditioning units. This is due to the breakdown of the 23 year old HVAC system in this wing.

We have made attempts to repair the system however, they are so old that the needed condensing coil replacement is no longer manufactured. The original manufacturer has sent different coils twice trying to come up with something that might work. Neither would fit the old equipment without considerable modifications that may, or may not, work. The unit uses R22 refrigerant which is being phased out and can only be purchased for repair of existing equipment. All new HVAC systems use R410 refrigerant. Given the age of the unit, the fact that parts cannot be easily acquired, the refrigerant needed is being phased out, and the cost estimate of \$9,000 to attempt the repair, staff recommends replacing this antiquated piece of equipment. The cost to replace the unit is \$25,000 and includes the inside air handler and the outside compressors. The upstairs units in Village Hall are two-stage units with two compressors and the air handlers have hot water coils in them as part of the gas boiler heating system. Both of these factors drive the cost higher than if we replacing a downstairs unit.

As luck would have it, the upstairs Finance wing's HVAC system has developed the same issue. That unit is also 23 years old and is identical to the Administration wing's system. We recommend replacing it as well. It's working right now but that will only last for as long as it takes the refrigerant to leak out.

The two units combined are \$50,000 and we are seeking an emergency budget amendment of \$27,000 to replace these two units. We had originally planned to replace a downstairs unit in Village Hall this year and had \$14,000 in the budget. If Council approves the budget amendment we plan to re-direct those funds to the upstairs replacement along with the roll-forward of \$9,000 that we did not spend on repair of the Administration's HVAC unit. This leaves a balance of \$27,000 that would be needed to complete both replacements.

The FY2019 Five-year CIP reflects the B&G staff's plan to begin incrementally replacing older HVAC units over the next five years so hopefully we won't be caught with needing to do emergency budget amendments in the future for replacements.

ATTACHMENTS:

Description

- Ordinance 18-17 Village Hall HVAC Unit Replacements Amendment

ORDINANCE #18-17:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2019, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND FOR THE VILLAGE OF PINEHURST, NORTH CAROLINA (VILLAGE HALL HVAC UNIT REPLACEMENTS)

THAT WHEREAS, two major Village Hall heating and cooling units are in need of immediate replacement, totaling approximately \$50,000; and

WHEREAS, the FY 2019 Budget only included \$14,000 funding for the scheduled replacement of one heating and cooling unit when originally adopted;

WHEREAS, the re-appropriation budget amendment included an additional \$9,000 to apply toward equipment replacement;

WHEREAS, additional funding of \$27,000 is required to complete the necessary replacements of the heating and cooling units;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 24th day of July 2018, as follows:

SECTION 1. To amend the FY 2019 General Fund budget with regard to revenues and expenditures, the revenue and expenditure accounts are to be changed as follows:

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-00-970-7400	B&G-Capital Outlay: Equipment	\$27,000	
10-00-970-3560	B&G-Charges to Other Departments		\$ 27,000
10-00-220-7420	Admin-B&G Equipment Charges	27,000	
10-00-190-3905	Fund Balance Appropriated		27,000

SECTION 2. Copies of this budget amendment shall be furnished to the Clerk to the Village Council, Village Manager, and Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 24th day of July 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney