



**VILLAGE COUNCIL  
AGENDA FOR REGULAR MEETING OF JANUARY 22, 2019  
ASSEMBLY HALL  
395 MAGNOLIA RD.  
PINEHURST, NORTH CAROLINA  
4:30 PM**

1. Call to Order.
2. Invocation and Pledge of Allegiance. (Pastor Rod Stone)
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. Approval of Draft Village Council Meeting Minutes.  
    January 8, 2019 Regular Meeting
- B. Public Safety Reports  
    December Fire Report  
    December Police Report (1)  
    December Police Report (2)
- C. Budget Amendments Report

End of Consent Agenda.

5. Motion to Adjourn Regular Meeting and Enter Public Hearing.
6. Public Hearing No. 1

The purpose of the public hearing is to receive public comments regarding an amendment to the Annexation Agreement between the Village of Pinehurst and the Town of Southern Pines.

This amendment is being generated by a request from Village Developers, Inc. for a 1.15 acre tract located on Knoll Road to be moved from the Town of Southern Pines zoning jurisdiction to the Village's planning jurisdiction. Furthermore, the property owner plans to petition the Council for voluntary annexation of this parcel (PAR ID 00039843) in the future. The parcel that is being proposed to move from the Southern Pines side of the Annexation Agreement to the Pinehurst side of the annexation agreement is part of the development the Village Council approved by Ordinance #18-22 on September 25, 2018 as a R-15-CD Conditional District rezoning.

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

8. Discuss and Consider Ordinance 19-02 to Amend the Annexation Agreement Between the Village of Pinehurst and the Town of Southern Pines.
9. Review and Approve the FY 2020 Balanced Scorecard, FY 2020 Areas of Focus, and the FY 2020-2024 Initiative Action Plans.
10. Discuss and Consider a Letter of Support for the Town of Carthage Appeal of the Laurel Ridge Subdivision to the Moore County Planning Board.
11. Discuss and Consider Resolution 19-02 Appointing a New Voting Member to the Moore County Transportation Advisory Committee
12. Discuss the Terms of a Proposed Contract with the Moore Co. Convention and Visitors Bureau (CVB) for Welcome Center Visitor Services.
13. Discuss and Consider Ordinance 19-03 Amending the General Fund Budget to Replace Asphalt Patching Funds in Streets and Grounds.
14. Request for Sponsorship Carolina Polocrosse Club
15. Request for Sponsorship Sandhills Motoring Festival
16. Other Business.
17. Comments from Attendees.
18. Motion to Adjourn.

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*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

- ▣ 2019 Key Partners and Collaborators



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



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

January 8, 2019 Regular Meeting

**FROM:**

Beth Dunn

**CC:**

Jeff Sanborn

**DATE OF MEMO:**

12/17/2018

**MEMO DETAILS:**

Attached are the draft minutes from the Village Council regular meeting on January 8, 2019.

**ATTACHMENTS:**

Description

□ January 8, 2019 Regular Meeting



**VILLAGE COUNCIL  
MINUTES FOR REGULAR MEETING OF JANUARY 8, 2019  
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, January 8, 2019 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor  
Ms. Judy Davis, Councilmember  
Mr. Kevin Drum, Councilmember  
Mr. Jack Farrell, Councilmember  
Mr. Jeffrey M. Sanborn, Village Manager  
Ms. Beth Dunn, Village Clerk

Excused Absence: Mr. John Bouldry, Treasurer

And approximately 19 attendees, including 7 staff and 1 press.

**1. Call to Order.**

Mayor Nancy Roy Fiorillo, called the meeting to order.

**2. Reports:**

**Manager**

- Updated Council on some personnel changes. Mike Apke is the new Public Services Director and Glenn Webb is the new Deputy Chief. The interviews for Planning and Inspection Director are complete they have narrowed the applicant pool down to two highly qualified candidates.

**Council**

- Mayor Nancy Fiorillo announced at Kate Sanborn, Jeff Sanborn's daughter, has qualified for the Olympic Trials for her outstanding finish time for a marathon. She will go to Atlanta to compete in the trials.
- Councilmember Judy Davis stated the Library working group has been meeting and will have an interim report for Council at the next meeting on January 22<sup>nd</sup>.
- Councilmember Kevin Drum reported that Partners in Progress is working on an entrepreneurship hub, recruiting golf and medical businesses. Stated the Airport Authority was funded a strategic plan.

**3. Oath of Office for Newly-Appointed Councilmember Jack Farrell and Election of Mayor Pro Tem and Treasurer.**

Beth Dunn, The Village of Pinehurst Clerk, administered the oath of office to newly-appointed Councilmember Jack Farrell.

Mayor Nancy Fiorillo opened the floor for nominations for Mayor Pro Tem. Councilmember Drum nominated Councilmember John Bouldry. Upon a motion by Councilmember Drum, second by Councilmember Davis, Council unanimously appointed Councilmember John Bouldry as Mayor Pro Tem by a vote of 4-0.

Mayor Nancy Fiorillo opened the floor up for nominations for Treasurer. Councilmember Drum nominated Councilmember Judy Davis. Upon a motion by Councilmember Drum, seconded by Councilmember Farrell, Council unanimously appointed Councilmember Judy Davis as Treasurer by a vote of 4-0.

**4. Motion to Approve Consent Agenda.**

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

- A. Approval of Draft Village Council Meeting Minutes.
  - December 4 and 5, 2018 Special Meeting-Retreat
  - December 11, 2018 Regular Meeting
  - December 11, 2018 Work Session
  - December 13, 2018 Special Meeting-Interviews
  - December 14, 2018 Closed Session
- B. Budget Amendments Report.

**End of Consent Agenda.**

Upon a motion by Councilmember Davis, seconded by Councilmember Drum, Council unanimously approved the Consent Agenda by a vote of 4-0.

**5. Discuss and Consider Resolution 19-01 Establishing an Interlocal Cooperation Agreement between The Town of Aberdeen, The Town of Southern Pines and The Village of Pinehurst.**

Natalie Hawkins, Assistant Village Manager, explained the draft resolution 19-01 was to establish an interlocal agreement for The Town of Southern Pines, Town of Aberdeen and The Village of Pinehurst to coordinate plans and development regulations for highway corridors and land on the adjacent borders, within a quarter-mile. The efforts would include items such as design standards, buffers, sign regulations and driveway's. This is the first agreement to come from the Tri-Cities Working Group. Triangle J Council of Governments will facilitate the process, convening a working group from all jurisdictions beginning in 2019. Mayor Nancy Fiorillo stated it was always good to share information. Councilmember Farrell asked what impact this would have on Planning Staff. Ms. Hawkins stated staff would work with other members in the Tri-Cities Group along with Councilmember Drum and Davis.

Upon a motion by Councilmember Davis, seconded by Councilmember Drum, Council unanimously approved Resolution 19-01 establishing an interlocal cooperation agreement with the Town of Aberdeen, the Town of Southern Pines and the Village of Pinehurst by a vote of 4-0.

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

Upon a motion by Councilmember Farrell, seconded by Councilmember Davis, Council unanimously approved to recess the regular meeting and enter into a public hearing by a vote of 4-0.

**7. Public Hearing No. 1**

Alex Cameron, Senior Planner, explained the purpose of this public hearing is to consider an amendment to the approved R-10 CD- Residential Conditional District (R-10-CD) Official Zoning Map Amendment that was approved on May 23, 2017 for the properties addressed as 105, 110 & 115 Everette Rd., as well as 35 Kelly Rd and is the current location of Community Presbyterian Church. The properties are further identified as Moore County PID's # 00024664, 00024264, 00029859, 00017301 & 98000236. This amendment is to propose a change to a landscape buffer that was shown on the general concept plan that was provided with the approved official zoning map amendment from May of 2017. The proposed change is to allow for an arborvitae hedge and not a fence as shown on the general concept plan. The applicant and property owner for the proposed amendment to the R-10 CD is Community Presbyterian Church. The Planning and Zoning Board voted unanimously, on December 6<sup>th</sup>, to recommend approval of the amended Conditional District Rezoning to Village Council.

**Public Comments:**

- Mr. Hoffman, of Evertt Rd. in Pinehurst, asked if the border would go around the entire property. He also stated he had concerns that the church has plans to pave the parking area which, he believes, will cause storm water issues.

Alex Cameron, Senior Planner, confirmed that this specific amendment is just for the buffer change. However, it is his understanding that the Church has hired a consulting engineering firm for a full site plan submittal. His office is yet to receive those plans, but once they do the Village engineer will review and a full storm water review will take place. Councilmember Davis asked if the public would have access to those documents. Mr. Cameron stated they are public documents and anyone would be welcomed to review them. Councilmember Farrell asked if there are certain criteria's for landscape buffer requirements. Mr. Cameron stated there are certain criteria's and they would depend on the use and the abutting uses of the property.

**8. Motion to Adjourn Public Hearing and Re-Enter Regular Meeting.**

Upon a motion by Councilmember Davis, seconded by Councilmember Drum, Council unanimously approved to adjourn the public hearing and re-enter the regular meeting by a vote of 4-0.

**9. Discuss and Consider Ordinance 19-01 Amending the Conditional District Rezoning for Community Presbyterian Church.**

Upon a motion by Councilmember Drum, seconded by Councilmember Farrell, Council unanimously approved Ordinance 19-01 amending the Conditional District Rezoning for Community Presbyterian Church by a vote of 4-0.

**10. Discuss Damaged Roads Resulting from County Water Leaks**

Jeff Batton, Assistant Village Manager, stated currently the County has offered \$9,000 in restitution for the Pine Vista Drive road repair and Moore County is unwilling to accept any responsibility for the Lake Shore Court damages. The Village has spent approximately \$85,000 on these two repairs, \$13,000 for Pine Vista Drive and \$72,000 for Lake Shore Court.

Mr. Batton explained there was a leak that Moore County responded to the day the Lake Shore Court road bed collapsed. Moore County filed a claim, for the repair cost the Village incurred, with their insurance company, however the claim was denied. The Village appealed the County's insurance company's decision and to date they still refuse to accept responsibility for this repair. Councilmember Davis asked about the repairs the Moore County made the day the leak happened. Mr. Batton stated the leak was not on the main line but an extension line. Randy Gould, Moore County Public Works Director, spoke on the County's view of the damaged roadway. Mr. Gould believes that the damages were not caused by the County's water leak. He stated there was erosion under the road bed that had when there for a while and he believes heavy traffic and hot weather possibly played a role in the damage. Mr. Batton stated the soil under the road was completely saturated at the time the road collapsed. Mr. Batton offered Council a few different options to move forward. Council agreed to accept the proposed settlement only for the Pine Vista Drive repairs and work with the County's Officials to resolve the repair costs for the damages on Lake Shore Court.

**11. Discuss an Amendment to the Annexation Agreement with the Town of Southern Pines.**

Natalie Hawkins, Assistant Village Manager, explained this amendment is being generated by a request from Village Developers, Inc. for a 1.15 acre tract located on Knoll Road to be moved from the Town of Southern Pines zoning jurisdiction to the Village's planning jurisdiction. The parcel that is being proposed to move from the Southern Pines side of the Annexation Agreement to the Pinehurst side of the annexation agreement is part of the development the Village Council approved by Ordinance #18-22 on September 25, 2018 as a R-15-CD Conditional District rezoning.

Ms. Hawkins also stated that an area of concern came up when trying to define the boundary line, which is a parcel located in the middle of the 2 jurisdictions. The Southern Pines Council is meeting tonight to review the proposed amended agreement and were asked not to vote until Village Council had a chance to review and discuss this particular parcel in question as well.

Jeff Sanborn, Village Manager, asked if the land owner has ever been asked which side they would like to be on. Ms. Hawkins stated that she doesn't believe they have been asked, as they are currently in the County's jurisdiction. Chris Kennedy, Assistant Manager of The Town of Southern Pines, stated that there is no reason that this particular parcel be addressed at this time. If the need ever arises to change those boundary lines the agreement could be amended at that time. Council agreed with Mr. Kennedy and proposed no changes to that particular parcel, unless the need arises in the future.

Council came to an agreement that the proposed changes, for the 1.15 acre tract on Knoll Rd., were suitable and to move forward with a public hearing on January 22nd.

**12. Other Business.**

- Councilmember Drum stated that Leo Santanwasso, Planning and Zoning Director, asked him to report back to Council any updates from the minimum square footage subcommittee.

**13. Comments from Attendees.**

- Art O'Conner asked were we stood on the County irrigation value issue. He heard that letters were going out January 1<sup>st</sup> but he also heard the January 1<sup>st</sup> date had been extended. Village Manager, Jeff Sanborn stated said he had heard the same but hasn't heard the official word if that was true. Mayor Nancy Fiorillo stated that is something else maybe the officials needed to discuss.
- Tom Campbell, asked about the cuts in the roads caused by County water leaks and if there was a certain time period to get those fixed. He said there has been one on Saddle Place that has been there for at least 2 months and still isn't fixed.
- John Strickland stated he hoped the final candidates for the Planning and Inspections Director position had experience with Historic Districts.

**14. Motion to Adjourn.**

Upon a motion by Councilmember Davis, seconded by Councilmember Drum Council unanimously approved to adjourn the Regular Meeting by a vote of 4-0 at 6:02pm

Respectfully Submitted,

Beth Dunn,  
Village Clerk

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**PUBLIC SAFETY REPORTS  
ADDITIONAL AGENDA DETAILS:**

December Fire Report  
December Police Report (1)  
December Police Report (2)

**FROM:**

Beth Dunn

**CC:**

Jeff Sanborn

**DATE OF MEMO:**

1/15/2019

**MEMO DETAILS:**

Attached are the December public safety reports.

**ATTACHMENTS:**

Description

- ☐ December Police Report (1)
- ☐ December Police Report (2)
- ☐ December Fire Department Report

# Incident Crime Summary Year To Year Comparison

## Pinehurst Police Department

January - December

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	2	0	--
Sex Offenses					
Rape	0	0	1	0	--
Sodomy	0	0	0	0	--
Sexual Assault with an Object	0	0	0	0	--
Fondling	0	0	1	0	--
Total Sex Offenses	0	0	2	0	--
Robbery	2	0	0	0	-100.0%
Assaults					
Aggravated Assault	7	0	8	0	14.3%
Simple Assault	30	11	38	6	26.7%
Intimidation	0	1	3	0	--
Total Assaults	37	12	49	6	32.4%
Arson	0	0	0	0	--
Extortion/Blackmail	0	0	1	0	--
Burglary/Breaking and Entering	9	0	23	2	155.6%
Larceny/Theft					
Pocket-Picking	0	0	0	0	--
Purse-Snatching	1	0	0	0	-100.0%
Shoplifting	6	0	1	0	-83.3%
Theft of Motor Vehicle Parts	1	0	2	0	100.0%
Theft from Motor Vehicle	33	1	18	1	-45.5%
Theft from Coin-Operated Machine or Device	0	0	0	0	--
Theft from Building	19	3	16	1	-15.8%
All Other Larceny	93	12	36	6	-61.3%
Total Larceny/Theft Offenses	153	16	73	8	-52.3%
Motor Vehicle Theft	2	0	3	0	50.0%
Counterfeiting/Forgery	11	0	4	0	-63.6%

# Incident Crime Summary Year To Year Comparison

## Pinehurst Police Department

January - December

Offense	2017	2017 Unfounded	2018	2018 Unfounded	% Change
<b>Fraud</b>					
False Pretenses/Swindle/Confidence Game	32	6	13	4	-59.4%
Credit Card/Automatic Teller Machine Fraud	8	0	10	1	25.0%
Impersonation	3	0	0	0	-100.0%
Welfare Fraud	0	0	0	0	--
Wire Fraud	4	0	0	2	-100.0%
Identity Theft	0	0	4	0	--
Hacking/Computer Invasion	0	0	0	0	--
<b>Total Fraud Offenses</b>	<b>47</b>	<b>6</b>	<b>27</b>	<b>7</b>	<b>-42.6%</b>
<b>Embezzlement</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>-100.0%</b>
<b>Stolen Property</b>	<b>13</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>-76.9%</b>
<b>Destruction/Damage/Vandalism of Property</b>	<b>23</b>	<b>4</b>	<b>30</b>	<b>5</b>	<b>30.4%</b>
<b>Drug/Narcotic Offenses</b>					
Drug/Narcotic Violations	288	5	145	0	-49.7%
Drug Equipment Violations	173	5	59	0	-65.9%
<b>Total Drug/Narcotic Offenses</b>	<b>461</b>	<b>10</b>	<b>204</b>	<b>0</b>	<b>-55.7%</b>
<b>Sex Offenses, Nonforcible</b>					
Incest	0	0	0	0	--
Statutory Rape	0	0	1	0	--
<b>Total Sex Offenses, Nonforcible</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>--</b>
<b>Pornography/Obscene Material</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>--</b>
<b>Gambling</b>					
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	--
<b>Total Gambling Offenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>--</b>
<b>Prostitution</b>					
Prostitution	0	0	0	0	--
Assisting or Promoting Prostitution	0	0	0	0	--
Purchasing Prostitution	0	0	0	0	--
<b>Total Prostitution Offenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>--</b>
<b>Bribery</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>--</b>
<b>Weapon Law Violations</b>	<b>29</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>-79.3%</b>

# Incident Crime Summary Year To Year Comparison

## Pinehurst Police Department

January - December

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	--
<b>Grand Total</b>	<b>789</b>	<b>48</b>	<b>431</b>	<b>29</b>	<b>-45.4%</b>

# Activity Summary (by Category)

Pinehurst Police Department

(12/01/2018 - 12/31/2018)

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## Incident\Investigations

Total Offenses	81
Total Incidents	57

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## Arrests

Total Charges	40
Total Arrests	24

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## Accidents

Total Accidents	0
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## Citations

Total Charges	272
Total Citations	204

---

## Pawn Tickets

Total Items	0
Total Pawn Tickets	0

---

## Warning Tickets

Total Charges	0
Total Warning Tickets	0

---

## Ordinance Tickets

Total Ordinance Tickets	0
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## Criminal Papers

Total Criminal Papers Served	7
Total Criminal Papers	7

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## Civil Papers

Total Civil Papers Served	0
Total Civil Papers	0

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## Sex Offenders

Total Sex Offenders Registered	0
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# Activity Summary (by Category)

Pinehurst Police Department

(12/01/2018 - 12/31/2018)

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## Concealed Applications

Total Permits Issued	0
Total Permits Denied	0
Total Temporary Permits Issued	0
Total Temporary Permits Denied	0
Total Applications	0

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## Gun Permit Applications

Total Permits Issued	0
Total Permits Denied	0
Total Applications	0

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# PINEHURST FIRE DEPARTMENT

## By The Numbers - December 2018



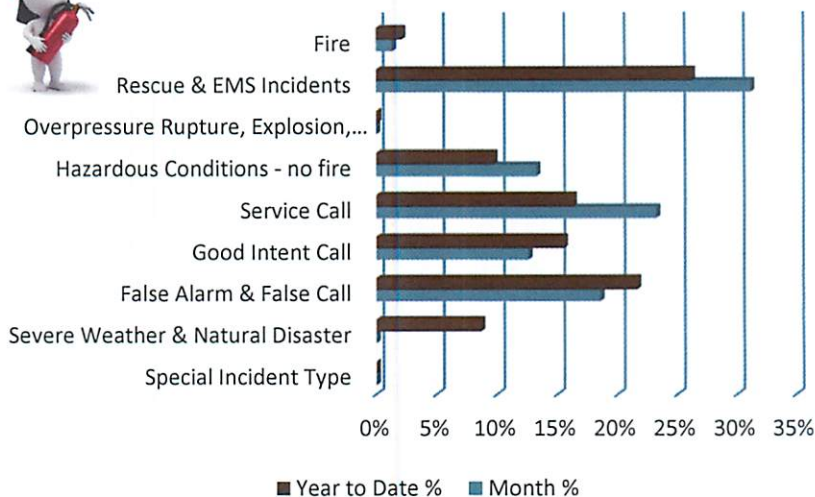
### Month

Calls for Service	151
% Overlapping Incidents	3.97%
Busiest Day of Week	SUN
Busiest Hour of Day	10 AM
# of Times Staff Recalled	1

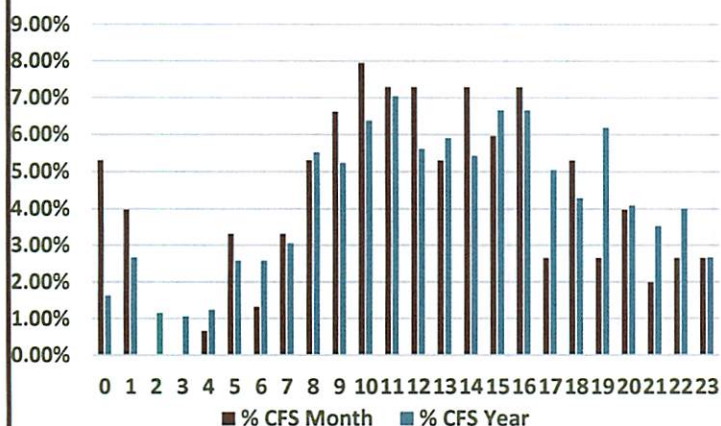
### Year

Calls for Service	1054
% Overlapping Incidents	19.73%
Busiest day of Week	FRI
Busiest Hour of Day	11 AM
# of Times Staff Recalled	14

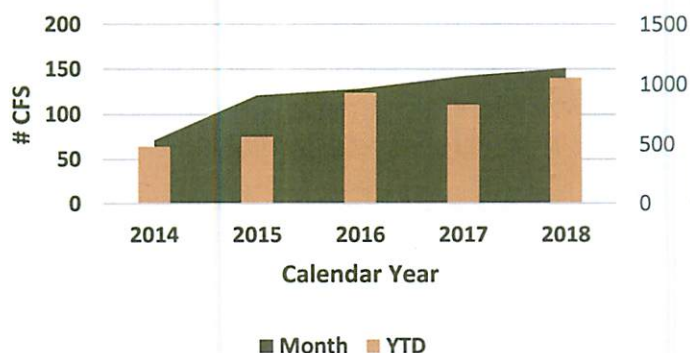
### % of Calls for Service (CFS)



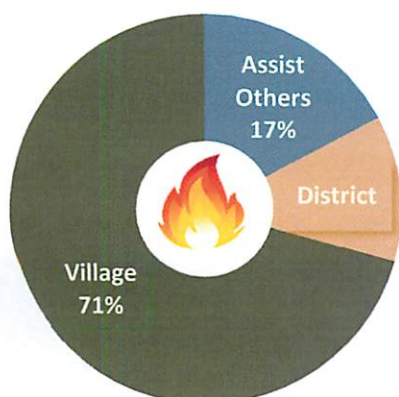
### % CFS BY HOUR OF DAY



### 5 Year Comparison Through this Month of Year



### LOCATION OF CFS FOR FY19



### Inspections Completed this

MONTH	45
YEAR	347

### Code Violations Found this

MONTH	59
YEAR	375

### Percentage of Violations

Corrected YTD	61%
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Days Since Last Lost Time Accident in FD 536

### YTD Training Hours

IN HOUSE	3837
OUTSIDE	237.5



### Public Awareness Contacts



MONTH	172
YTD	21,874



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

## SUMMARY FOR THE MONTH OF DECEMBER 2018

### SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	NUMBER THIS MONTH	NUMBER FYTD	NUMBER THIS MONTH LAST YEAR	NUMBER FYTD LAST YEAR	PERCENTAGE YTD
Fire	2	22	4	36	-39%
Overpressure Rupture, Explosion, Overheat - no fire	0	1	0	1	0%
Rescue & EMS Incidents	47	277	43	236	17%
Hazardous Conditions - no fire	20	101	17	73	38%
Service Call	35	171	30	138	24%
Good Intent Call	19	163	31	177	-8%
False Alarm & False Call	28	227	16	165	38%
Severe Weather & Natural Disaster	0	92	1	4	2200%
Special Incident Type	0	0	0	0	0%
<b>TOTAL INCIDENTS</b>	<b>151</b>	<b>1054</b>	<b>142</b>	<b>830</b>	<b>27%</b>

### SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	NUMBER THIS MONTH	NUMBER FYTD	NUMBER THIS MONTH LAST YEAR	NUMBER FYTD LAST YEAR	PERCENTAGE YTD
Residential	10	65	10	58	12%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	7	0	0	700%
Commercial	22	132	10	163	-19%
Plan Review/Site Inspections	7	21	2	11	91%
Reinspection	6	121	21	101	20%
Occupancy Certificates	0	1	0	0	100%
<b>TOTAL INSPECTIONS</b>	<b>45</b>	<b>347</b>	<b>43</b>	<b>333</b>	<b>4%</b>
Violations Found:	59	375	18	274	37%
YTD Violations to be Corrected:		266		319	
YTD Violations Corrected:		161		215	
Correction Percentage:		61%		67%	

January 10, 2019

  
J. Carlton Cole, Fire Chief



**BUDGET AMENDMENTS REPORT  
ADDITIONAL AGENDA DETAILS:**

**FROM:**

Brooke Hunter

**CC:**

Jeff Sanborn & Natalie Hawkins

**DATE OF MEMO:**

1/16/2019

**MEMO DETAILS:**

Attached is the report of budget amendments approved by the Budget Officer as required for the current period.

**ATTACHMENTS:**

Description

- Budget Amendments Report - FY 2019



**VILLAGE OF PINEHURST  
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER  
FOR THE PERIOD JANUARY 1 - JANUARY 16, 2019**

Under Village of Pinehurst Ordinance #18-08, the Village Council grants the Budget Officer, or Village Manager, the ability to transfer appropriations under specific conditions. These conditions allow transfers of up to \$10,000 between departments (including contingency) of the same fund for the FY 2019 Budget. The Budget Officer may not transfer monies between funds at any time.

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

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

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>APPROVED DATE</u>
<b>1</b>	10-10-320-5400	Departmental Supplies	\$ 6,615		1/7/2019
	10-10-320-7400	Capital Outlay: Equipment		\$ 6,615	
		<i>(Transfer funding for rescue items from Fire Department capital outlay to operating budget, as the individual items did not meet the capitalization threshold.)</i>			
<b>2</b>	10-00-960-5400	Departmental Supplies	\$ 4,500		1/16/2019
	10-00-960-7400	Capital Outlay: Equipment		\$ 4,500	
	10-20-420-7410	Capital Outlay: Fleet Equipment Charges		\$ 4,500	
	10-10-310-5903	Police - Fleet Maint ISF	\$ 2,000		
	10-10-320-5903	Fire - Fleet Maint ISF	\$ 400		
	10-20-420-5903	S&G - Fleet Maint ISF	\$ 900		
	10-30-510-5903	SW - Fleet Maint ISF	\$ 800		
	10-80-620-5903	Harness Track - Fleet Maint ISF	\$ 400		
		<i>(Transfer savings from Streets &amp; Grounds equipment to Fleet Maintenance departmental supplies for purchase of equipment to modify truck to meet the needs of the Fleet Maintenance Department. This will eliminate the scheduled replacement of the 2006 Chevy 1500 from the Capital Improvement Plan in FY 2020 for \$30,000.)</i>			



## **PUBLIC HEARING NO. 1**

### **ADDITIONAL AGENDA DETAILS:**

The purpose of the public hearing is to receive public comments regarding an amendment to the Annexation Agreement between the Village of Pinehurst and the Town of Southern Pines.

This amendment is being generated by a request from Village Developers, Inc. for a 1.15 acre tract located on Knoll Road to be moved from the Town of Southern Pines zoning jurisdiction to the Village's planning jurisdiction. Furthermore, the property owner plans to petition the Council for voluntary annexation of this parcel (PAR ID 00039843) in the future. The parcel that is being proposed to move from the Southern Pines side of the Annexation Agreement to the Pinehurst side of the annexation agreement is part of the development the Village Council approved by Ordinance #18-22 on September 25, 2018 as a R-15-CD Conditional District rezoning.

#### **ATTACHMENTS:**

##### Description

- ❑ 2009 Annexation Agreement with Southern Pines
- ❑ 2019 Proposed Southern Pines Annexation Agreement Boundary Map

**Village of Pinehurst Ordinance # 09-29:**

**AN ORDINANCE ESTABLISHING AN ANNEXATION  
AGREEMENT BETWEEN  
THE VILLAGE OF PINEHURST, NORTH CAROLINA  
AND  
THE TOWN OF SOUTHERN PINES, NORTH CAROLINA  
FOR THE MUTUAL BOUNDARY LINE BETWEEN THESE TWO  
MUNICIPALITIES**

**THAT WHEREAS,** North Carolina General Statutes (N.G.S.) Chapter 160-A, Article 4A, Part 6 authorizes two or more cities to enter into binding agreements regarding future annexation in order to enhance orderly planning by such cities; and

**WHEREAS,** the governing boards of the Village of Pinehurst and the Town of Southern Pines seek to carry out plans for future land uses; provision of important public facilities such as sewer and water services, roadways, and recreation; and the protection of open spaces and other sensitive areas; and

**WHEREAS,** potential conflict and confusion may occur along the interface between two jurisdictions when the future municipal boundaries between the two are unclear; and

**WHEREAS, both** the Village of Pinehurst and the Town of Southern Pines desire to foster good intergovernmental relations; and

**WHEREAS,** the governing boards and the staffs of these two communities have engaged in a process of discussion that has led to determination of an ultimate municipal and utility service boundary between the two communities; and

**WHEREAS,** this ordinance has been adopted following independent public hearings by the Village of Pinehurst on July 28, 2009 and the 'Town of Southern Pines on August 11, 2009, with notice provided in accordance with N.C.G.S. 160A-31(c).

**NOW THEREFORE, BE IT ORDAINED** by the Village Council of the Village of Pinehurst, North Carolina and the Town Council of the Town of Southern Pines, North Carolina:

**Section1. Boundary.** The areas to be included within the annexation agreement are outlined on attachment "A" of this document.

**Section 2. Notice of Adjacent Annexations.** That each participating municipality which proposes any annexation of property immediately adjacent to the boundary line that is established by this agreement must give written notice to the other municipality of such annexation, at least 60 days before the adoption of any such annexation ordinance. The notice shall be in compliance with N.C.G.S. 160A-59.24(a) (5) and (b) and shall be sent by mail to the Manager of the other municipality. Either Municipality may waive the time period for notice by giving a written waiver to the other party.

**Section 3. Replacement of Prior Agreement.** This agreement supersedes any previously adopted annexations that are in effect at the adoption date of this ordinance.

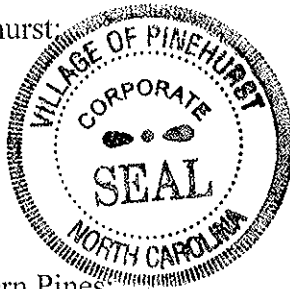
**Section 4. Effective Date.** That this Agreement shall become effective immediately following its adoption by ordinance by the governing board of both the Village of Pinehurst and the Town of Southern Pines.

**Section 5. Modifications or Amendments.** That this ordinance may be modified or amended with a subsequent agreement entered into by both participating municipalities pursuant to G.S. 160A-58.24(d). All modifications and amendments to this agreement shall be approved by ordinance and adopted after public hearings by both municipalities.

**Section 6. Term of Agreement.** That the term of this agreement shall be for a period of 20 years.

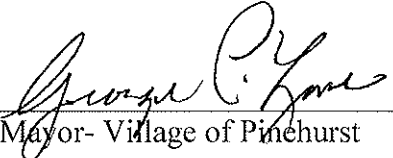
**Section 7. Termination of Agreement.** That this agreement may be terminated by either town in the manner prescribed by G.S. 160A-58.24(f). This agreement shall be effective until such termination occurs or 20 years, whichever comes first.

Adopted by the Village of Pinehurst:



August 25, 2009

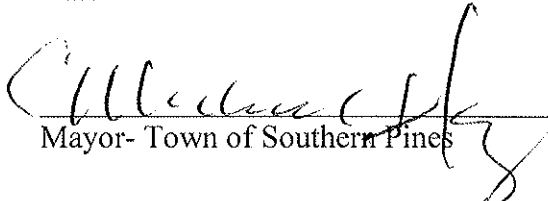
Date

  
Mayor- Village of Pinehurst

Adopted by the Town of Southern Pines:

August 11, 2009

Date

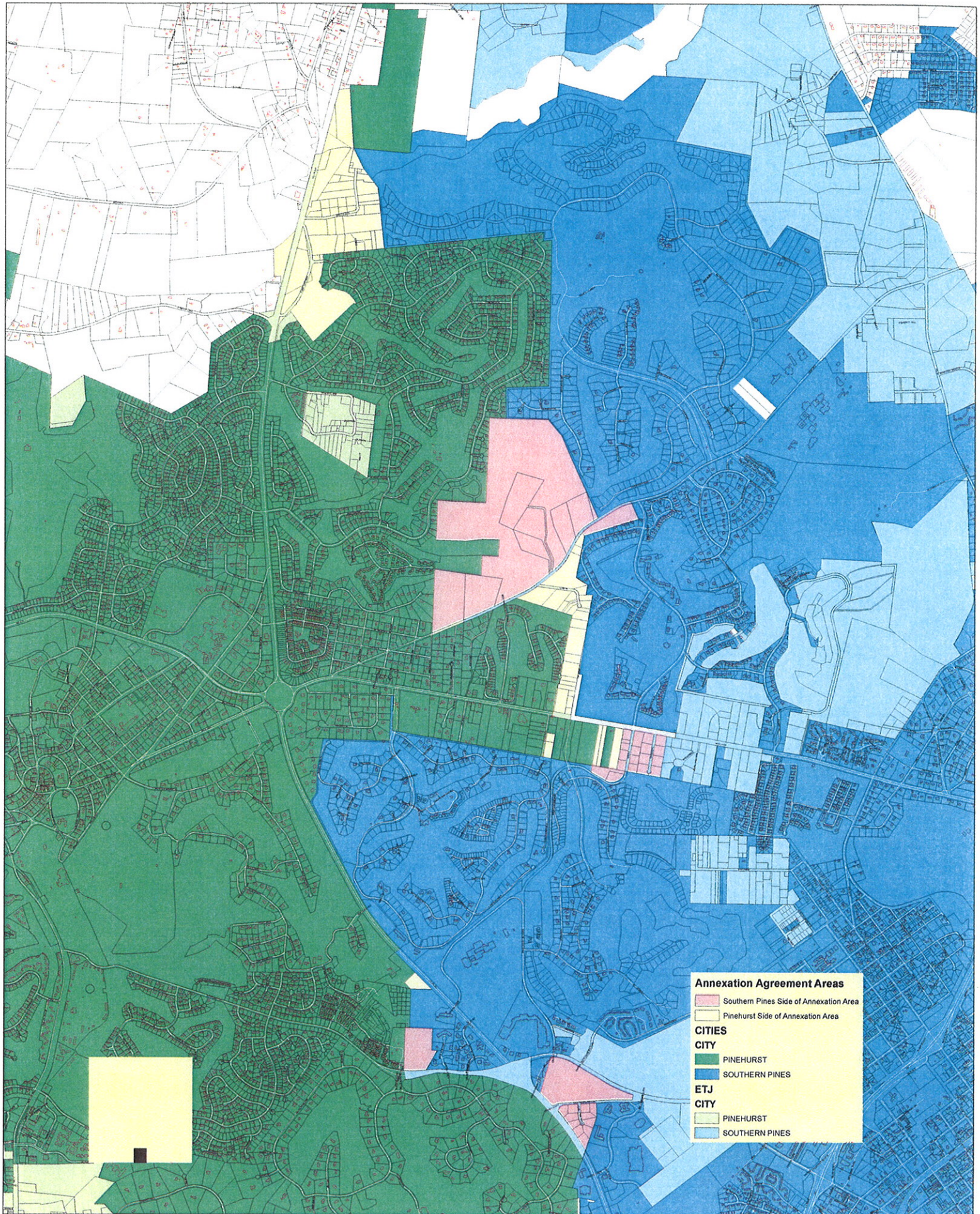
  
Mayor- Town of Southern Pines

Effective:

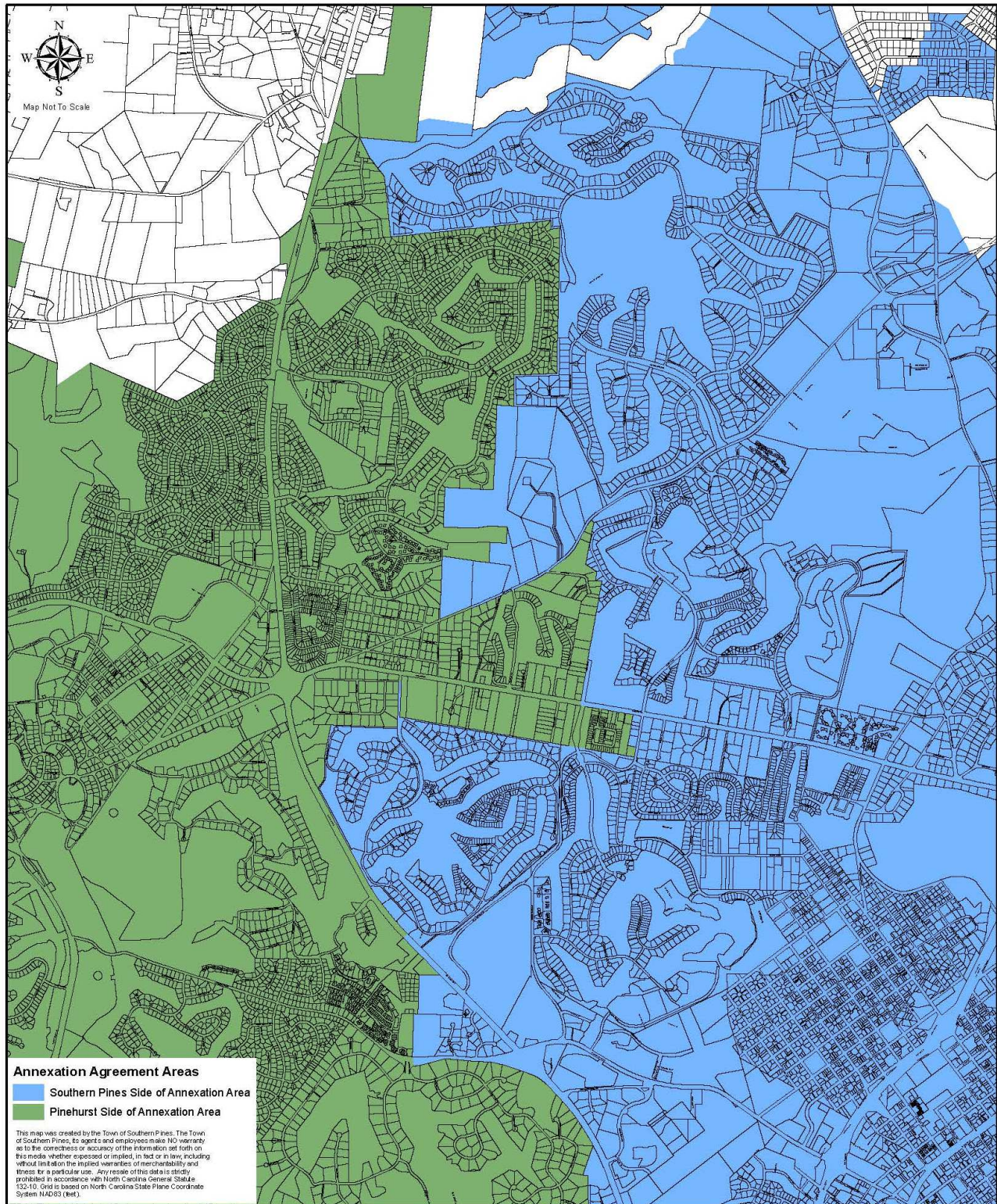
August 25, 2009

Date

# Pinehurst & Southern Pines Annexation Agreement Map July 20th, 2009



## Exhibit A: The Village of Pinehurst & The Town of Southern Pines Annexation Agreement Map



X:\GIS\_DATA\W\X\_D\_PDF\Planning\PinehurstSoPinesProExchange\2018-Update\2018UpdateExhibitA.mxd



**DISCUSS AND CONSIDER ORDINANCE 19-02 TO AMEND THE  
ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF PINEHURST  
AND THE TOWN OF SOUTHERN PINES.  
ADDITIONAL AGENDA DETAILS:**

**FROM:**

Natalie Hawkins

**CC:**

Jeff Sanborn

**DATE OF MEMO:**

1/14/2019

**MEMO DETAILS:**

This agenda item is to consider draft Ordinance 19-02, amending the Annexation Agreement between the Village of Pinehurst and the Town of Southern Pines.

As discussed at your January 8, 2019 Regular Meeting, this amendment is to move one 1.15 acre parcel on Knoll Road, further described as PAR ID: 00039843, from the Southern Pines side of the annexation agreement to the Pinehurst side of the annexation agreement. This amendment is being considered at the request of the property owner, who has asked that this parcel be annexed into the Village of Pinehurst corporate limits.

The Town Council of the Town of Southern Pines approved the proposed annexation agreement amendment at their Regular Meeting on January 8, 2019.

Should the Village Council approve Ordinance 19-02 to amend the annexation agreement, the Planning and Zoning Board would subsequently take action to zone the property and the Village Council would also hold a subsequent public hearing to annex the property into the Village's corporate limits. As previously discussed with the Council on January 8, 2019, the 1.15 acre parcel is part of a development the Village Council approved to be rezoned to R-15-CD by Ordinance #18-22 on September 25, 2018. The property owner is requesting this same zoning, R-15-CD, be placed on the 1.15 acre parcel.

**ATTACHMENTS:**

Description

▣ Ordinance 19-02

## **ORDINANCE #19-02**

### **AN ORDINANCE MODIFYING AN ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF PINEHURST, NORTH CAROLINA AND THE TOWN SOUTHERN PINES, NORTH CAROLINA FOR THE MUTUAL BOUNDARY LINE BETWEEN THESE TWO MUNICIPALITIES**

**WHEREAS**, North Carolina General Statutes (N.C.G.S.) Chapter 160A, Article 4A, Part 6 authorizes two or more cities to enter into binding agreements regarding future annexation in order to enhance orderly planning by such cities; and

**WHEREAS**, the governing boards of the Village of Pinehurst and the Town of Southern Pines seek to carry out plans for future land uses; provision of important public facilities such as sewer and water services, roadways, and recreation; and the protection of open space and other sensitive areas; and

**WHEREAS**, potential conflict and confusion may occur along the interface between two jurisdictions when the future municipal boundaries between the two are unclear; and

**WHEREAS**, both the Village of Pinehurst and the Town of Southern Pines desire to foster good intergovernmental relations; and

**WHEREAS**, the governing boards and the staffs of these two communities had engaged in a process of discussion that led to determination of a municipal and utility service boundary between the two communities; and

**WHEREAS**, that ordinance was adopted following independent public hearings by the Village of Pinehurst on July 28, 2009 and the Town of Southern Pines on August 11, 2009, with notice provided in accordance with N.C.G.S. 160A-31(c); and

**WHEREAS**, the governing boards of the Village of Pinehurst and the Town of Southern Pines have agreed to modify the boundary as set out in that agreement; and

**WHEREAS**, this ordinance has been adopted following independent public hearings by the Village of Pinehurst on January 22, 2019 and the Town of Southern Pines on January 8, 2019;

**NOW, THEREFORE, BE IT ORDAINED** by the Village Council of the Village of Pinehurst, North Carolina and the Town Council of the Town of Southern Pines, North Carolina:

**SECTION 1. Boundary.** The areas to be included within the modified annexation agreement are depicted on Exhibit "A" of this document.

**SECTION 2. Notice of Adjacent Annexations.** That each participating municipality which proposes any annexation of property immediately adjacent to the boundary line that is established by this agreement must give written notice to the other municipality of such

annexation, at least 60 days before the adoption of any such annexation ordinance. The notice shall be in compliance with N.C.G.S. 160A- 58.24(a) (5) and (b) and shall be sent by mail to the Manager of the other municipality. Either Municipality may waive the time period for notice by giving a written waiver to the other party.

**SECTION 3. Replacement of Prior Agreement.** This agreement supersedes any previously adopted annexations that are in effect at the adoption date of this ordinance.

**SECTION 4. Effective Date.** That this Agreement shall become effective immediately following its adoption by ordinance by the governing board of both the Village of Pinehurst and the Town of Southern Pines.

**SECTION 5. Modifications or Amendments.** That this ordinance may be modified or amended with a subsequent agreement entered into by both participating municipalities pursuant to G.S. 160A-58.24(d). All modifications and amendments to this agreement shall be approved by ordinance and adopted after public hearings by both municipalities.

**SECTION 6. Term of Agreement.** That the term of this agreement shall be for a period of 20 years from the latest adoption of this ordinance dated below.

**SECTION 7. Termination of Agreement.** That this agreement may be terminated by either town in the manner prescribed by G.S. 160A-58.24(f). This agreement shall be effective until such termination occurs or 20 years, whichever comes first.

**SECTION 8. Applicability of regulations.** The Town of Southern Pines regulations and powers of enforcement shall remain in effect until the Village of Pinehurst has applied its regulations and powers of enforcement to the area that was within the jurisdiction of the Town of Southern Pines before the adoption of this ordinance.

Adopted this 22<sup>nd</sup> day of January, 2019.

(Municipal Seal)

VILLAGE OF  
PINEHURST VILLAGE  
COUNCIL

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Beth Dunn, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney

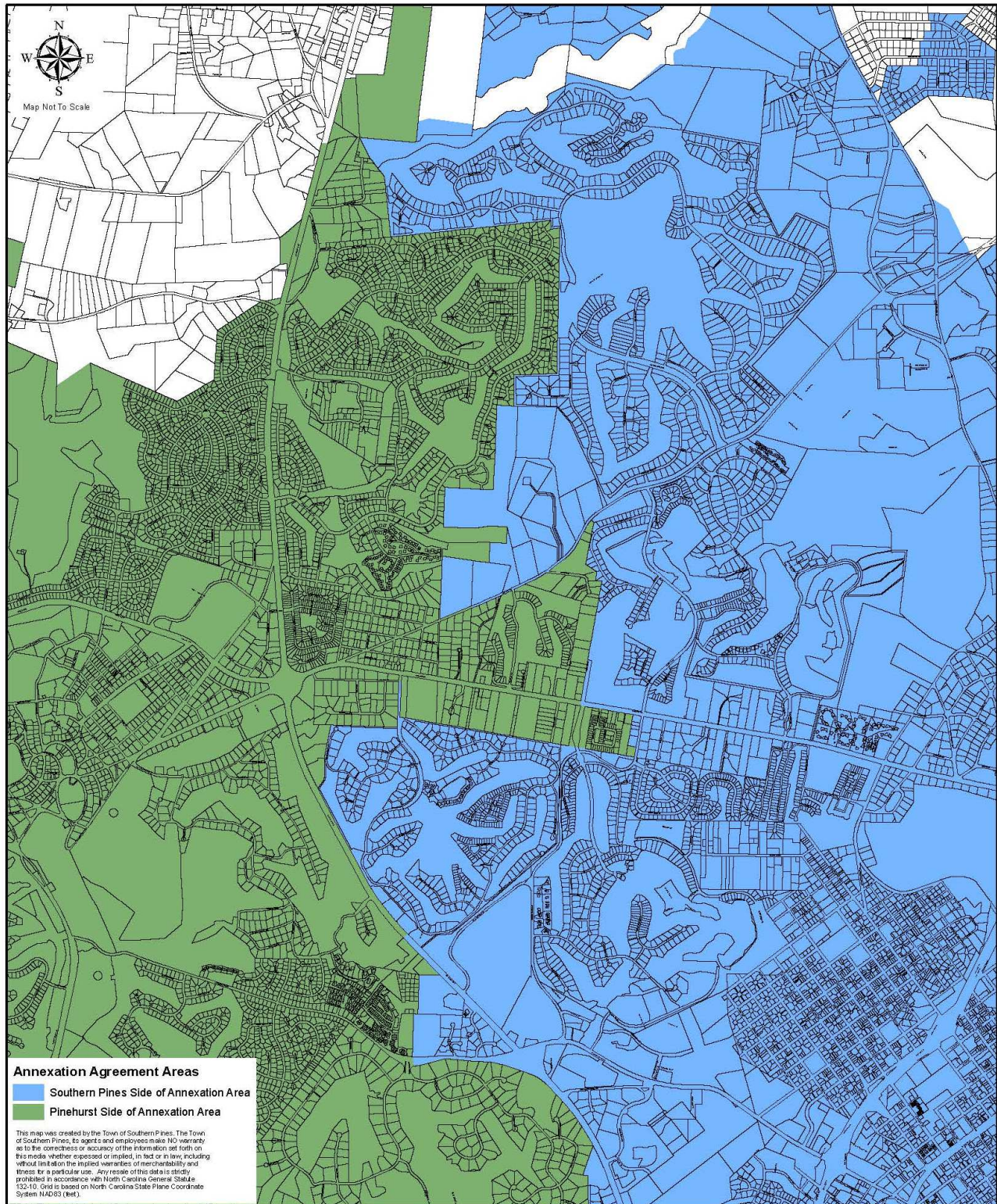
Adopted by the Town of Southern Pines: January 8, 2019

\_\_\_\_\_  
David McNeil, Mayor  
Town of Southern Pines

Agreement Effective on:

January 22, 2019  
Date

## Exhibit A: The Village of Pinehurst & The Town of Southern Pines Annexation Agreement Map



X:\GIS\_DATA\W\X\_D\_PDF\Planning\PinehurstSoPinesProExchange\2018-Update\2018UpdateExhibitA.mxd



**REVIEW AND APPROVE THE FY 2020 BALANCED SCORECARD, FY 2020 AREAS OF FOCUS, AND THE FY 2020-2024 INITIATIVE ACTION PLANS.  
ADDITIONAL AGENDA DETAILS:**

**FROM:**

Lauren Craig

**CC:**

Jeff Sanborn, Natalie Hawkins

**DATE OF MEMO:**

1/15/2019

**MEMO DETAILS:**

This agenda item is to discuss several items related to the development of the FY 2020 Strategic Operating Plan (SOP) based on Council, Board Chairs, and Senior Leadership discussions at the December 4-5, 2018 Strategic Planning Retreat. Since that time, Management has reviewed the material and is recommending to:

**1. Review and obtain Council approval of the proposed FY 2020 Balanced Scorecard (BSC), including the recommended Areas of Focus.**

The ***"FY 2020 Balanced Scorecard"*** attachment to this agenda item indicates proposed goals, strategic objectives, key performance indicators (KPIs), and projected performance levels.

Projected Performance

The projected performance levels are based on an extensive review of the Village's historical performance levels over several years and other factors identified that could impact future performance for the KPI (i.e. population, process changes, capacity, investment, etc.).

KPI goals are set by reviewing historical performance relative to benchmarks and comparable communities. Since initially adopting the BSC in FY 2014, we have expressed performance goals for survey results in 5% increments due to the margin of error with survey results.

In most cases, the Village is currently achieving excellent performance results (90% satisfaction levels or higher). Considerable areas for improvement in resident satisfaction identified on this year's Balanced Scorecard are those with projected satisfaction levels below 80% and they include:

- % of residents satisfied with the availability of walkways (72%)
- % of residents satisfied with the adequacy of street lighting (71%)

These two areas have been identified as opportunities for improvement since the Village began surveying residents in FY 2013. As discussed at the Strategic Planning Retreat, the Village has engaged Pinehurst residents in the Long Range Comprehensive Plan update to clarify resident desires in these two areas.

Proposed Areas of Focus for FY 2020

The recommended Areas of Focus, which are highlighted in red on the FY 2020 Balanced Scorecard were selected based on:

1. VOP performance gaps (greater than or equal to 5% below US/Regional ETC average)
2. Strategic challenges identified by Council and Senior Leaders,
3. Strategic opportunities identified by Council and Senior Leaders, and/or
4. 2018 Community Survey areas for improvement (high levels of dissatisfaction >20%)

The specific reasons for recommending the FY 2020 Areas of Focus are shown in the ***“FY 2020 Areas of Focus”*** attachment to this agenda item. The following four (4) strategic objectives are proposed as this year’s Areas of Focus:

1. Manage development and enforce codes and ordinances (ST)
2. Provide interconnected pedestrian facilities (MT)
3. Maintain high quality streets (MT)
4. Provide recreation programs, facilities, and cultural events (ST)

Short Term (ST) means to focus efforts in FY 2020 and Mid Term (MT) means to focus efforts in the 5-year planning period.

## **2. Discuss the proposed Initiative Action Plans (IAPs) for FY 2020-2024.**

To positively impact the KPIs identified for performance improvement, to address strategic challenges and opportunities, and to address resident high priorities for improvement, the Village has identified 7 proposed Initiative Action Plans for the five-year planning period. These are identified in the ***“FY 2020-2024 Initiative Action Plans”*** attachment. Initiative Action Plans are defined and measurable activities needed to address our strategic opportunities that involve a significant amount of financial and/or staff resources or have a significant community impact over the planning period.

In addition to the IAPs proposed, there are numerous other opportunities for improvement that were discussed at the Council Retreat that are classified as department projects or evaluations. Over the next two months, Senior Leaders will evaluate and prioritize these projects and evaluations and then program them over the planning horizon as they develop their annual budget requests. As opportunities are evaluated and developed over the course of the next few years, some of them will likely develop into IAPs in the future.

Today, we are seeking Council’s approval of the FY 2020 Balanced Scorecard, the FY 2020 Areas of Focus, and the FY 2020-2024 Initiative Action Plans. This is being done now to ensure that Senior Leaders develop the FY 2020 SOP and submit budget requests that address the priorities for improvement we identified at the Retreat.

If you have any questions about the proposed FY 2020 Balanced Scorecard, FY 2020 Areas of Focus, or the proposed five-year Initiative Action Plans, please feel free to give me a call to discuss. We look forward to reviewing this information with Council at your meeting and appreciate your leadership and guidance as we work to develop a FY 2020 Strategic Operating Plan to advance the Village mission to “Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.”

### **ATTACHMENTS:**

#### Description

- FY 2020 Balanced Scorecard
- FY 2020 Areas of Focus





# Village of Pinehurst

## FY 2020 Balanced Scorecard

FY 2020 Balanced Scorecard								
MISSION: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.								
	Goal We intend to...	Strategic Objective How we will...	KPI #	KPI Description How do we know...	Actual FY 18	Est FY 19	Proj FY 20	Goal FY 20
Customer	1 - Safeguard the community	Deliver effective fire and rescue services	1.1	% of residents satisfied with fire services	100%	99%	99%	95%
			1.2	% of residents satisfied with how quickly fire personnel respond to emergencies	100%	99%	99%	95%
			1.3	Fire incident rates per 1,000 residents	0.26	0.20	0.29	<0.35
		Deliver effective police services	1.4	% of residents whose overall feeling of safety in the Village is good or excellent	100%	99%	99%	95%
			1.5	% of residents satisfied with police services	98%	95%	95%	95%
			1.6	Crime rate per 1,000 residents	48.4	48.1	52.1	<55.0
	2 - Promote high quality development and appearance	Maintain and enhance the appearance of public spaces	2.1	% of residents who rate the overall appearance of the Village as good or excellent	99%	99%	99%	95%
		Manage development and enforce codes and ordinances AOF	2.2	% of residents satisfied with the enforcement of Village codes and ordinances	85%	85%	85%	85%
			2.3	% of residents satisfied with the quality of new development	80%	80%	80%	85%
			2.4	% of residents satisfied with Village efforts to maintain the quality of neighborhoods	88%	88%	88%	90%
	3 - Promote a thriving business community	Engage and partner with Pinehurst businesses	3.1	% of businesses likely to recommend the Village as a business location	88%	90%	90%	90%
	4 - Promote transportation mobility and connectivity	Provide interconnected pedestrian facilities AOF	4.1	% of residents satisfied with the availability of walkways	72%	70%	70%	70%
			4.2	% of residents satisfied with the availability of greenway/walking trails	93%	93%	93%	90%
		Maintain high quality streets AOF	4.3	% of residents satisfied with the adequacy of street lighting	71%	71%	71%	70%
			4.4	% residents satisfied with street and right of way maintenance	88%	90%	90%	90%
	5 - Protect the environment	Manage stormwater systems	5.1	% of residents satisfied with the quality of stormwater management	82%	75%	75%	80%
		Provide effective and efficient solid waste collection services	5.2	% of residents satisfied with solid waste services	98%	96%	96%	95%
		Reduce, reuse, and recycle resources	5.3	% of residents satisfied with promotion of natural resource conservation	93%	87%	90%	90%
			5.4	% of refuse diverted from the landfill	34%	30%	28%	30%
	6 - Promote active living and cultural opportunities	Provide recreation programs, facilities, and cultural events AOF	6.1	% of residents satisfied with P&R programs	97%	96%	96%	95%
			6.2	% of residents satisfied with P&R facilities	95%	95%	95%	95%
			6.3	% of residents satisfied with Village sponsored cultural arts events	94%	95%	95%	95%
Internal	7 - Professionally manage a high performing organization	Communicate with and engage the community	7.1	% of residents satisfied with Village communications	96%	95%	95%	95%
			7.2	% of residents satisfied with the level of public involvement in local decisions	87%	85%	85%	85%
		Provide a high level of customer service	7.3	% of residents satisfied with customer service provided by VOP staff	98%	98%	98%	95%
		Continuously improve and innovate	7.4	% of residents satisfied with the value received for taxes paid	92%	92%	92%	90%
		Maintain Village assets	7.5	% of depreciable life remaining on assets	45%	44%	49%	50%
Workforce	8 - Attract & retain an engaged workforce	Provide a supportive and rewarding work environment	8.1	% of employees who agree that overall they are satisfied with their job	98%	97%	97%	95%
			8.2	% of volunteers satisfied with the volunteer experience	98%	97%	97%	95%
Financial	9 - Maintain a healthy financial condition	Meet or exceed established financial targets	9.1	Total General Fund fund balance as a % of actual expenditures	64.0%	31.1%	42.2%	>30.0%

Items in red are Areas of Focus (AOF) based on VOP performance levels relative to benchmarks and comparisons, strategic challenges, strategic opportunities, and community survey areas for improvement.



## Village of Pinehurst FY 2020 Areas of Focus Mapping

FY 2020 Areas of Focus							
MISSION: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.							
	Goal We intend to...	Strategic Objective How we will...	Performance Gaps	Strategic Challenges	Strategic Opportunities	Community Survey Areas for Improvement	Areas of Focus
Customer	1 - Safeguard the community	Deliver effective fire and rescue services		4	15		
		Deliver effective police services		4	5		
	2 – Promote high quality development and appearance	Maintain and enhance the appearance of public spaces		4			
		Manage development and enforce codes and ordinances AOF		3, 4, 6	1, 3, 4, 11, 13	6, 7, 8	Short Term
	3 – Promote a thriving business community	Engage and partner with Pinehurst businesses		4	3		
	4 - Promote transportation mobility and connectivity	Provide interconnected pedestrian facilities AOF		1, 4	6	5	Mid Term
		Maintain high quality streets AOF		4		2, 3, 4	Mid Term
	5 - Protect the environment	Manage stormwater systems		4			
		Provide effective and efficient solid waste services		4			
		Reduce, reuse, and recycle resources		4			
	6 - Promote active living and cultural opportunities	Provide recreation programs, facilities, and cultural events AOF	1, 2, 3	4	11, 14	1	Short Term
Internal	7 - Professionally manage a high performing organization	Communicate with and engage the community		4			
		Provide a high level of customer service		4			
		Continuously improve and innovate		4	8, 10		
		Maintain Village assets		4			
Workforce	8 - Attract & retain an engaged workforce	Provide a supportive and rewarding work environment		4, 5	7, 9		
Financial	9 - Maintain a healthy financial condition	Meet or exceed established financial targets		2, 4, 5	2, 12		

*Items in red are Areas of Focus (AOF) based on VOP performance levels relative to benchmarks and comparisons, strategic challenges, strategic opportunities, and community survey areas for improvement. Short Term means to focus Village efforts in FY 2020 and Mid Term means to focus Village efforts in the 5-year planning period.*



## Village of Pinehurst FY 2020 Areas of Focus Mapping

The following performance gaps relative to comparisons, strategic challenges, strategic opportunities and community survey areas for improvement were identified by the Village Council and Senior Leaders at the November 2018 Pre-Retreat Meeting and the December 2018 Village Council Strategic Planning Retreat.

Performance Gaps	Strategic Challenges
<ol style="list-style-type: none"><li>1. Quality of indoor recreation facilities (significant gap)</li><li>2. Quality of youth recreation programs</li><li>3. Quality of adult recreation programs</li></ol> <p><i>Performance gaps are greater than or equal to 5% below US/Regional ETC average</i></p>	<ol style="list-style-type: none"><li>1. Creating a walkable community</li><li>2. Increase in the cost of doing business</li><li>3. Changes in the housing market (e.g. quality, lower values, more rentals, &amp; aging housing stock)</li><li>4. Responding to increased demand for services and changing needs due to growth and changing demographics</li><li>5. Attracting and retaining workforce members (employees and volunteers)</li><li>6. Managing development and the impact of growth on the character of the Village (traffic, lot clearcutting, etc.)</li></ol>
Strategic Opportunities	Community Survey Areas for Improvement (High Levels of Dissatisfaction - >20%)
<ol style="list-style-type: none"><li>1. Adopt and implement a Long Range Comprehensive Plan</li><li>2. Adopt an inflation adjusted revenue neutral tax rate</li><li>3. Facilitate the redevelopment of Village Place</li><li>4. Expand the ETJ</li><li>5. Seek PD accreditation</li><li>6. Construct pedestrian facilities</li><li>7. Develop a process to monitor staff capacity</li><li>8. Expand GIS capabilities</li><li>9. Implement succession planning</li><li>10. Utilize Baldrige framework</li><li>11. Develop West Pinehurst Park</li><li>12. Amend the Fund Balance Policy</li><li>13. Use water/sewer expansion to influence development around Pinehurst</li><li>14. Establish a municipal library</li><li>15. Determine need for Fire Station 93</li></ol>	<ol style="list-style-type: none"><li>1. Availability of indoor recreation facilities</li><li>2. Ease of travel through large traffic circle</li><li>3. Ease of travel on Highway 5</li><li>4. Adequacy of street lighting</li><li>5. Availability of walkways</li><li>6. Quality of development</li><li>7. Enforcing mowing/cutting of weeds/grass on private property</li><li>8. Code enforcement (if used the service)</li></ol>



## Village of Pinehurst FY 2020-2024 Initiative Action Plans

FY 2020-2024 Initiative Action Plans (IAPs)			
MISSION: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.			
	Goal We intend to...	Strategic Objective How we will...	FY 2020-2024 Initiative Action Plans
Customer	1 - Safeguard the community	Deliver effective fire and rescue services	
		Deliver effective police services	Police Department Accreditation
	2 – Promote high quality development and appearance	Maintain and enhance the appearance of public spaces	
		Manage development and enforce codes and ordinances AOF	Adopt and Implement a Long Range Comprehensive Plan
			Small Area Plan for Village Place
	3 – Promote a thriving business community	Engage and partner with Pinehurst businesses	
	4 – Promote transportation mobility and connectivity	Provide interconnected pedestrian facilities AOF	
		Maintain high quality streets AOF	
	5 - Protect the environment	Manage stormwater systems	
		Provide effective and efficient solid waste collection services	
		Reduce, reuse, and recycle resources	
	6 – Promote active living and cultural opportunities	Provide recreation programs, facilities, and cultural events AOF	Community Center
Internal	7 - Professionally manage a high performing organization	Communicate with and engage the community	
		Provide a high level of customer service	
		Continuously improve and innovate	Build Baldrige Framework Systems & Culture
			Expand GIS Capabilities
		Maintain Village assets	
Workforce	8 - Attract & retain an engaged workforce	Provide a supportive and rewarding work environment	Implement Succession Planning
Financial	9 - Maintain a healthy financial condition	Meet or exceed established financial targets	

*Items in red are Areas of Focus (AOF) based on VOP performance levels relative to benchmarks and comparisons, strategic challenges, strategic opportunities, and community survey areas for improvement.*



**DISCUSS AND CONSIDER A LETTER OF SUPPORT FOR THE TOWN OF  
CARTHAGE APPEAL OF THE LAUREL RIDGE SUBDIVISION TO THE  
MOORE COUNTY PLANNING BOARD.  
ADDITIONAL AGENDA DETAILS:**

**FROM:**

Beth Dunn

**CC:**

Natalie Hawkins & Jeff Sanborn

**DATE OF MEMO:**

1/16/2019

**MEMO DETAILS:**

This agenda item is to consider and discuss the attached letter of support for the Town of Carthage's appeal of Moore County's approval of the preliminary plat for the Laurel Ridge Subdivision on Highway 15-501, just north of the Village limits.

**ATTACHMENTS:**

Description

- Letter of Support for the Town of Carthage



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

---

January 17, 2019

Ms. Debra Ensminger, Planning and Transportation Director  
County of Moore  
PO Box 905  
Carthage, NC 28327

Subject: Support of Appeal of County Approval of Preliminary Plat for Laurel Ridge Subdivision

Dear Debra:

The Pinehurst Village Council would like to express its full support of the Town of Carthage's appeal of the preliminary plat approval of the Laurel Ridge Subdivision by Moore County on December 18, 2018.

As stated in the January 17, 2019 letter from Carthage Town Manager Tom Robinson, the approval of the Laurel Ridge Subdivision preliminary plat does not protect the Highway 15/501 corridor in accordance with the approved Moore County Comprehensive Transportation Plan (MCCTP). Mr. Robinson appropriately references Section 2.2 of the MCCTP in support of Carthage's opposition to the subdivision, citing "...Local governments may use the CTP to guide development and protect corridors for the recommended projects. It is critical that NCDOT and local governments coordinate on relevant land development reviews and all transportation projects to ensure proper implementation of the CTP." One recommended project, identified as CTP Proposal ID: 26 in the MCCTP, is a proposed realignment of Highway 73 and McCaskill Road. This road realignment project would be compromised if the Laurel Ridge Subdivision is allowed to be developed according to the approved preliminary plan.

In addition, the 2013 Moore County Land Use Plan includes a recommendation to "provide for the orderly development of major transportation routes such that disruption of free flow of traffic on major arteries is minimized." Allowing the Laurel Ridge Subdivision to be developed according to the approved preliminary plat also conflicts with the 2013 Moore County Land Use Plan recommendations.

The Pinehurst Village Council strongly urges the Moore County Board of Adjustment to uphold the Town of Carthage appeal of the Laurel Ridge Subdivision approval to ensure the goals and objectives of both the Moore County Comprehensive Transportation Plan and the 2013 Moore County Land Use Plan are achieved.

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ADMINISTRATION

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



HISTORY, CHARM, AND SOUTHERN HOSPITALITY\_\_\_\_\_

Sincerely,

Nancy Fiorillo  
Mayor, Village of Pinehurst

Cc: Mayor Lee McGraw, Thomas Robinson, Wayne Vest, Jeff Sanborn, Regan Parsons, Rich Lambdin

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ADMINISTRATION

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



**DISCUSS AND CONSIDER RESOLUTION 19-02 APPOINTING A NEW  
VOTING MEMBER TO THE MOORE COUNTY TRANSPORTATION  
ADVISORY COMMITTEE  
ADDITIONAL AGENDA DETAILS:**

**FROM:**

Beth Dunn

**CC:**

Jeff Sanborn

**DATE OF MEMO:**

1/16/2019

**MEMO DETAILS:**

Attached is draft resolution 19-02 for Council to discuss and consider to appoint Mayor Pro Tem John Bouldry as the voting member of the Moore County Transportation Advisory Committee.

**ATTACHMENTS:**

Description

📎 Resolution 19-02

**RESOLUTION #19-02:**

**A RESOLUTION APPOINTING A NEW VOTING REPRESENTATIVE OF THE VILLAGE OF PINEHURST COUNCIL TO THE MOORE COUNTY TRANSPORTATION ADVISORY COMMITTEE.**

**WHEREAS,** The Council for the Village of Pinehurst expressed support for the Moore County Transportation Advisory Committee on December 12, 2000; and

**WHEREAS,** The Council for the Village of Pinehurst appoints representatives to this committee; and

**WHEREAS,** circumstances warrant appointing a new voting representative from time to time;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of Pinehurst, North Carolina, in a regular meeting assembled this 22<sup>nd</sup> day of January, 2019 as follows:

**SECTION 1.** That the Village Council hereby appoints Mayor Pro Tem John Bouldry to represent the Village of Pinehurst to the Moore County Transportation Advisory Committee as a voting representative.

**SECTION 2.** That this appointment is effective on the date of the adoption of this resolution.

**THIS RESOLUTION** passed and adopted this 22<sup>nd</sup> day of January, 2019.

(Municipal Seal)

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By: \_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Beth Dunn, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney



**DISCUSS THE TERMS OF A PROPOSED CONTRACT WITH THE MOORE  
CO. CONVENTION AND VISITORS BUREAU (CVB) FOR WELCOME  
CENTER VISITOR SERVICES.  
ADDITIONAL AGENDA DETAILS:**

**FROM:**

Natalie Hawkins

**CC:**

Jeff Sanborn

**DATE OF MEMO:**

1/15/2019

**MEMO DETAILS:**

This agenda item is to discuss the potential terms of a formal contract between the Village of Pinehurst and the Moore Co. Convention and Visitors Bureau (CVB) for providing visitor services at the Welcome Center.

In January 2018, the Village entered into a trial partnership with the CVB for visitor services at the Welcome Center that has proven to be effective and staff is recommending the Council consider a formal contract for this partnership. Staff is requesting the Village Council consider and discuss the proposed contract terms that have been mutually agreed to by Village and CVB staff.

Phil Werz, CVB Chief Executive Officer, will present the proposed contract to the CVB Board at their January 17, 2019 meeting and the Village Council will have the opportunity to discuss the proposed contract terms with this agenda item. Should both boards agree to enter into a contract and agree on the terms of the contract, staff will bring forward an agenda item at a future date for Council to authorize the Village to enter into an agreement with the CVB.

Attached are several documents that describe and support staff's recommendation and I will review these with the Council at your meeting:

1. A staff memo describing the proposal,
2. A draft of a proposed contract with the CVB,
3. A summary of Welcome Center Expenses,
4. A summary of Welcome Center Staffing, and
5. A January 2018 memo to Council that originally proposed the trial partnership.

If you have any questions about this agenda item, please feel free to contact me directly.

**ATTACHMENTS:**

Description

- ☐ Staff Memo on CVB Contract Proposal
- ☐ DRAFT Contract with CVB for Welcome Center Visitor Services
- ☐ Welcome Center Expenses (FY 2016-2019)

- ▢ Welcome Center Staffing Report (FY 2018-2019)
- ▢ January 2018 Memo on Trial Partnership with CVB



## MEMORANDUM

**To: Village Council**  
**From: Natalie Hawkins**  
**Date: January 16, 2019**  
**Subject: Proposed Contract with the Moore County CVB for Visitor Services**

In January 2018, Village staff recommended and the Village Council approved a trial partnership with the Moore County Convention and Visitors Bureau (CVB) for visitor services at the Welcome Center. Under the terms of this trial partnership, the Village has continued to retain primary responsibility for operating the Welcome Center while the CVB has provided additional resources to support our operations. Last year, it was agreed that if both parties determined the partnership to be mutually beneficial, the Village Council and the CVB Board would then consider a more permanent contractual arrangement. Village and CVB staff are in full agreement that the trial partnership has been effective and recommend formalizing the partnership with a contract.

### **Background Information**

The original four-month trial partnership was extended through December 31, 2018 at the request of the CVB to allow for the transition of their new Chief Executive Officer, Phil Werz. In addition, the Village has transitioned responsibilities for managing the Welcome Center due to staff turnover from the Welcome Center Coordinator to the Administrative Assistant. The extension of the trial partnership has allowed both the Village and the CVB additional time to determine if their new leadership would support the partnership and if the Village staff transition would allow us to effectively meet the CVB's requirements.

Attached to this Council agenda item is a draft contract with the CVB for the Village Council's consideration. Village staff and the CVB's Chief Executive Officer, Phil Werz, are in full agreement with the terms contained in the draft contract and the Village Attorney has reviewed and approved the contract for legal sufficiency.

### **Contract Terms**

These terms of the proposed contract include a 50% cost share and annual compensation to the Village for providing visitor services in the amount of \$30,000. Attached to this Council agenda item is the Welcome Center Expense Report which indicates costs to the Village of approximately \$60,000 on an annual basis to operate the Welcome Center.

Key performance terms of this contract include the Village maintaining consistent operating hours, providing periodic reports of staffing and visitor information, and distributing informational materials provided by the CVB. One of our goals during the trial partnership was for the Village to maintain more consistent operating hours. Because the Village utilizes volunteers to operate the Welcome Center, it has always been a challenge to fully cover all volunteer shifts. As a result, Village and CVB staff agreed to modify the operating hours of the Welcome Center from Monday – Saturday (10 am – 4 pm) to Wednesday – Saturday (10 am – 4 pm). Since making this change to operating hours and physically locating the Administrative Assistant at the Welcome Center, the Village has been able to reduce the percentage of unfilled shifts from 18% in Fiscal Year (FY) 2018 to nearly 0% in FY 2019, as shown in the Welcome Center Staffing Report. In addition, the Village has demonstrated our ability to assemble visitor information electronically and submit the requested reports to the CVB in the time period requested.

The term of the proposed contract is for a period of one year, with one-year automatic renewals unless terminated by either party. Because the initial trial period was extended and neither the CVB nor the Village have incorporated this contract into our FY 2019 budgets, staff recommends the contract become effective on July 1, 2019, or for FY 2020.

### **Improvements Made During the Trial Partnership**

Overall, Village staff have truly enjoyed working with CVB staff during the trial partnership period and their staff have communicated the same to the Village. We have met several times over the last year and made adjustments to our operations during the trial period that have proven to be effective. Some of the more significant improvements made to visitor services at the Welcome Center as a result of the trial partnership include:

- **Expanded Welcome Center Ambassador training** – The CVB has provided local area destination training and tours to better educate our Welcome Center Ambassadors on the many things to see and do in the Moore County area. This training has been very well-received by our volunteers and proven to effectively educate them further.
- **Developed a visitor survey to the kiosks in the Welcome Center and on Chinquapin Road** – We collaborated with the CVB to create a visitor survey on our kiosk asking visitors to respond to 4 brief questions to indicate where they are traveling from, where they are staying, what local activities interest them, and to obtain their email address. We provide reports of information obtained through the kiosk to the CVB on a monthly basis that they use to remarket the area.
- **Assist the CVB with preparation of Welcome Packets for groups** – Our Welcome Center Ambassadors now help the CVB staff assemble Welcome Packets that include the CVB Destination Guide, maps, and other area information for groups coming to the area for conferences, weddings, etc.
- **Market and sell the hardbound Historic Walking Tour Book** – This past summer, we began selling the hardbound Historic Walking Tour Book at the Welcome Center, with \$1 of every sale going back to the Given Memorial Library.

### **Evaluation of the Opportunity to Contract with the CVB**

As with any opportunity, Village staff have conducted an evaluation to determine if entering into a formal contract with the CVB is an opportunity the Village should pursue. This evaluation included an assessment of the potential risk (or harm) to the Village if we pursue this opportunity versus if we do not pursue this opportunity. The table below indicates the risk assessment completed:

<b>Risk Assessment (or Potential Harm)</b>		
<b>Enter Into a Contract with the CVB</b>	<b>Likelihood</b> (Certain, Likely, Possible, or Rare)	<b>Severity</b> (Extreme, Severe, Moderate, or Minimal)
Village will be obligated to maintain consistent operating hours we are not currently obligated to maintain	Certain	Minimal
Village will be obligated to gather information and produce reports we are not currently obligated to produce	Certain	Minimal
<b>Do Not Enter Into a Contract with the CVB</b>	<b>Likelihood</b> (Certain, Likely, Possible, or Rare)	<b>Severity</b> (Extreme, Severe, Moderate, or Minimal)
Village will forgo opportunity to recover \$30,000, or ½, of the cost to operate the Welcome Center	Certain	Minimal
Village could lose CVB staff, volunteer, and informational support of operations	Likely	Moderate
Visitor services could be duplicated by the CVB and Village, resulting in inefficiencies in governmental services as a whole	Likely	Minimal

Overall, Village staff recommend the Council consider the proposed contract with the CVB and conclude that the potential harm to the Village of not entering into a formal contract is greater than if we do enter into a contract.

### **Contract Approval Process**

Village staff and CVB Chief Executive Officer, Phil Werz, suggest that both boards review and discuss the proposed terms of the contract that was mutually agreed to by staff. Should both boards agree to enter into a contract and mutually agree upon the terms of the contract, Village and CVB staff will bring forward a final contract for adoption by both boards at a later date. The CVB Board will discuss the proposed contract at their January 17, 2019 board meeting and staff will be prepared to share their comments with the Village Council at their January 22, 2019 Council meeting.

Should Council have any questions about the proposed contract, please feel free to contact me directly.

CONTRACT FOR WELCOME CENTER VISITOR SERVICES

STATE OF NORTH CAROLINA

COUNTY OF MOORE

THIS CONTRACT, entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the VILLAGE OF PINEHURST, (hereinafter referred to as VILLAGE), and the Moore County Convention and Visitors Bureau \_\_\_\_\_ (hereinafter referred to as CVB).

WITNESSETH:

WHEREAS, CVB has agreed to pay the VILLAGE a certain amount of money, hereinafter stated, out of the CVB's budget, and that in exchange for said funding VILLAGE has agreed to perform certain services for the CVB of a public nature, it is mutually agreed and understood between the parties as follows:

1. **TERM OF CONTRACT:** This contract shall commence on July 1, 2019 and shall end on June 30, 2020 (the first "fiscal year"). Beginning July 1, 2020, and for each fiscal year thereafter, this contract will automatically renew for one additional fiscal year unless either party, at least 90 days prior to the expiration of this contract, provides written notification to the other party of their intent not to renew. Any one-year automatic extension shall be on the same terms, covenants, and provisions as the original fiscal year contract, unless changes are mutually agreed upon and reduced to writing as an addendum to this contract. It is expressly agreed that either party, in their sole discretion, can elect not to renew this contract, or elect to immediately terminate this contract, so long as a 90-day notice is first given to the other party of the decision not to renew, or to terminate. If CVB shall at any time fail to comply with any part or provision of this Agreement, this Agreement shall immediately terminate upon receipt of written notice of the same, signed by the Village Manager or his/her designee.

2. **SERVICES TO BE PERFORMED:** The VILLAGE, in and for the consideration recited in Section 3 below, agrees to provide visitor services at the George P. Lane Welcome Center, currently located at 90 Cherokee Road Unit 1A, Pinehurst.

A. Visitor services for the purposes of this contract shall be defined as providing free access to visitors to the George P. Lane Welcome Center during stated operating hours including but not limited to in-person and on-line visitor assistance and visitor assistance by telephone. VILLAGE agrees to maintain a visitor kiosk to provide information to visitors and collect visitor information via a survey; prepare visitor welcome packets with materials provided by CVB; distribute brochures, maps, and other written materials provided by CVB; and distribute brochures, maps and other written materials produced by the VILLAGE.

B. The VILLAGE agrees to maintain a minimum of 24 operating hours per week, or 10 am – 4 pm, Wednesday – Saturday, through a combination of paid and volunteer staff. VILLAGE may extend the Welcome Center operating hours outside of the minimum operating hours during major community events.

C. The VILLAGE agrees to collect and provide monthly reports of visitor survey information collected through the kiosk. VILLAGE agrees to collect and provide quarterly reports of visitor information to the CVB including: number of in-person visits, types of visitors by level of visitor engagement, and operating hours maintained.

D. The VILLAGE agrees to notify the CVB Chief Executive Officer in writing immediately of any significant change in the type or level of services to be performed.

3. **PAYMENT:** The CVB will pay the VILLAGE \$30,000 for providing visitor services outlined in Section 2 for the 2019-2020 Fiscal Year. CVB shall make quarterly installment

payments on or before the 10<sup>th</sup> day of the following months: July 1, October 1, January 1, and April 1. For purposes of receiving payments, the mailing address of the VILLAGE shall be: 395 Magnolia Road Pinehurst, North Carolina 28374. Payments to the VILLAGE shall be automatically remitted to the Village's Financial Services Department.

4. **USE OF FUNDS:** Funding provided under this agreement to the VILLAGE shall be used exclusively to provide the visitor services outlined in Section 2. No funds provided by the CVB shall be used by the VILLAGE for any purpose other than providing public visitor services and operating the George P. Lane Welcome Center as outlined specifically in Section 2.
5. **ACTIVITY REPORTS:** VILLAGE shall provide the CVB Chief Executive Officer quarterly financial statements and reports of the accomplishments and services provided under this agreement. These reports shall be submitted to the CVB by January 30, April 30, July 30, and October 31 of each year and shall contain information for the previous calendar quarter. Reports shall be delivered via email or US postal mail to the CVB Chief Executive Officer at 65 Community Road, Pinehurst, NC 28374.
6. **FINANCIAL REPORTING:** Funds expended by the Village under the terms of this agreement shall be reported as Welcome Center Costs and IT Charges and clearly identifiable in the VILLAGE financial statements.
7. **INDEPENDENT CONTRACTOR:** The VILLAGE is a non-profit corporation of the State of North Carolina and is an independent contractor. The VILLAGE is not an agent, officer, or employee of the CVB and shall have no authority to act as an agent of the CVB, nor enter any Agreement for, or on behalf of, the CVB. The VILLAGE shall at all times maintain its status as a non-profit corporation organized to do business in the State of North Carolina. In addition, employees of the VILLAGE shall not, in any way, be considered employees of the CVB.

8. **ASSIGNMENT:** The VILLAGE shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performances hereunder, nor subcontract without first obtaining the CVB's written approval thereof.
9. **AGENCY AND AUTHORITY:** The CVB hereby designates its Chief Executive Officer, as its exclusive agent with respect to this Agreement. The Chief Executive Officer is authorized, on behalf of the CVB, to negotiate directly with the VILLAGE on all matters pertaining to this Agreement. The VILLAGE agrees that all of its dealings with the CVB in respect to the terms and conditions of this Agreement shall be exclusively with the Chief Executive Officer. Further, the VILLAGE hereby designates the Assistant Village Manager of Administration, as its exclusive agent with respect to this Agreement. The Assistant Village Manager of Administration is authorized, on behalf of the VILLAGE, to negotiate directly with the CVB on all matters pertaining to this Agreement. The CVB agrees that all of its dealings with the VILLAGE in respect to the terms and conditions of this Agreement shall be exclusively with the same Assistant Village Manager of Administration.
10. **MODIFICATION:** This Agreement may be modified only by a written instrument duly executed by the parties or their respective successors.
11. **NOTICES:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand with written acknowledgment of receipt, by email, or mailed by registered or certified mail to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

**CVB:**  
Chief Executive Officer  
Moore County CVB  
65 Community Road  
Pinehurst, NC 28374

**VILLAGE:**  
Assistant Village Manager of Administration  
Village of Pinehurst  
395 Magnolia Road  
Pinehurst, NC 28374

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

**12. INSURANCE AND LIABILITY:** VILLAGE will maintain worker's compensation, commercial general liability insurance, and business auto liability for employees as required by law. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an "eligible contractor" of the CVB. VILLAGE will maintain insurance policies at all times within the minimum limits as follows:

- A. Coverage and Minimum Limits: Worker's Compensation: Insurance shall be maintained covering all employees meeting statutory requirements in compliance with all state and federal laws as they may apply. The coverage will include employers' liability with a limit of \$500,000 for each accident, \$500,000 bodily injury by disease, each employee; and \$500,000 bodily injury by disease, policy limit.
- B. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 general aggregate, products/completed operations aggregate, person and advertising injury and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability. The coverage shall be written on an occurrence basis.
- C. Business Auto Liability: Coverage shall have minimum limit of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles.

**13. INDEMNIFICATION:**

- A. The VILLAGE agrees to protect, defend, indemnify and hold the CVB and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the VILLAGE. The VILLAGE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.
- B. The CVB agrees to protect, defend, indemnify and hold the VILLAGE and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the CVB. The CVB further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

- 14. STRICT COMPLIANCE:** The Village may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Agreement.

15. **SEVERABILITY:** In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
16. **SURVIVAL:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the VILLAGE and CVB will survive the completion of the services and the termination of the Agreement.
17. **GOVERNING LAW:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Moore County, North Carolina.
18. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding and agreement between the parties with respect to contracting for visitor services as outlined in Section 2. This Agreement supersedes all prior agreements, whether written or oral, that may exist between the parties with respect to contracting for visitor services as outlined in Section 2. In addition, no subsequent amendment or modification to this Agreement or waiver of any provisions will be effective unless in writing and signed by both parties.
19. **CHANGES IN BYLAWS AND INSURANCE POLICIES:** That in the event of any change in the VILLAGE's bylaws, or insurance policies, VILLAGE agrees that it shall immediately notify the CVB Chief Executive Officer. CVB shall have this CONTRACT approved by its Board of Directors with a copy of the minutes approving this CONTRACT submitted to the VILLAGE at the time of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_ day  
of \_\_\_\_\_, 2019 by their respective duly authorized representatives.

ATTEST

By: \_\_\_\_\_  
Beth Dunn  
Village Clerk  
Village of Pinehurst

By: \_\_\_\_\_  
Nancy Roy Fiorillo  
Mayor  
Village of Pinehurst

ATTEST

By: \_\_\_\_\_  
Phil Werz  
Chief Executive Officer  
Moore County CVB

By: \_\_\_\_\_  
Bonnie McPeak  
President  
Moore County CVB

Approved for legal sufficiency.

By: \_\_\_\_\_  
Michael Newman  
Village Attorney

**Village of Pinehurst  
Welcome Center Costs  
FY 2016 - 2019**

	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>Budget FY 2019</b>
Salaries & Benefits	\$ -	\$ 20,274	\$ 11,399	\$ 22,480
Operating				
Rent (\$1,450/mo)	16,620	16,940	17,100	17,500
Cleaning (\$200/mo)	1,590	1,590	1,540	2,500
Supplies (\$600/mo)	4,376	6,217	4,648	8,000
	22,586	24,747	23,288	28,000
IT Charges (Kiosk/Internet/Phone)	-	5,626	11,591	11,160
Subtotal Operating	22,586	30,373	34,879	39,160
<b>Total Welcome Center Costs</b>	<b>\$ 22,586</b>	<b>\$ 50,647</b>	<b>\$ 46,278</b>	<b>\$ 61,640</b>

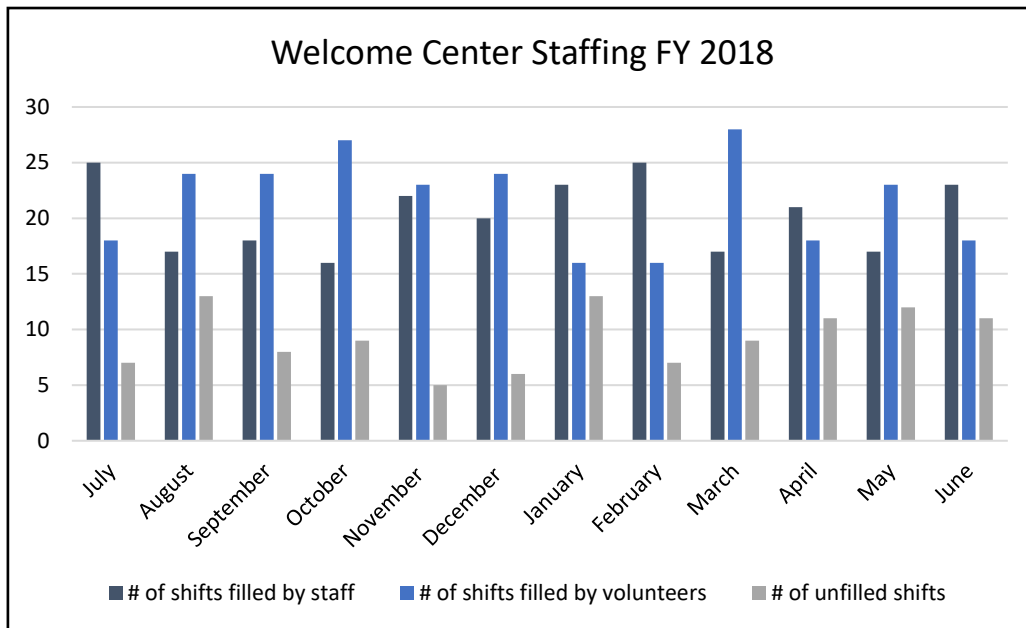
**Notes:**

1	FY 2018 salaries are low because the part-time (20 hrs/week) Welcome Center Coordinator position was vacant for several months. Management was provided by our Communications Specialist.
2	IT charges increased in FY 2018 due to the addition of the electronic kiosk in the Welcome Center.



**Village of Pinehurst  
Welcome Center Staffing  
FY 2018**

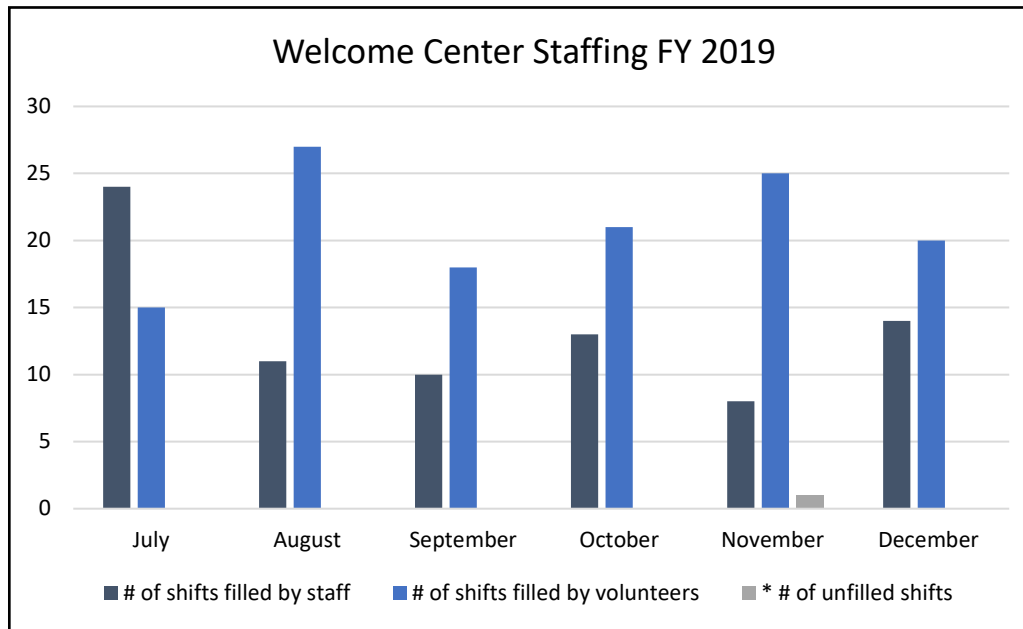
Month	# of shifts filled by staff	# of shifts filled by volunteers	# of unfilled shifts	Total # of shifts
July	25	18	7	50
August	17	24	13	54
September	18	24	8	50
October	16	27	9	52
November	22	23	5	50
December	20	24	6	50
January	23	16	13	52
February	25	16	7	48
March	17	28	9	54
April	21	18	11	50
May	17	23	12	52
June	23	18	11	52
<b>Total</b>	<b>244</b>	<b>259</b>	<b>111</b>	<b>614</b>
<b>% of Total</b>	<b>40%</b>	<b>42%</b>	<b>18%</b>	



**Village of Pinehurst  
Welcome Center Staffing  
FY 2019 (July - December)**

Month	# of shifts filled by staff	# of shifts filled by volunteers	* # of unfilled shifts	Total # of shifts
July	24	15	0	39
August	11	27	0	38
September	10	18	0	28
October	13	21	0	34
November	8	25	1	34
December	14	20	0	34
<b>Total</b>	<b>80</b>	<b>126</b>	<b>1</b>	<b>207</b>
<b>% of Total</b>	<b>39%</b>	<b>61%</b>	<b>0%</b>	<b>100%</b>

Note: Welcome Center Closed for 6 shifts during Hurricane Florence in September and a medical emergency in November





## MEMORANDUM

**To:** Village Council  
**From:** Natalie Hawkins  
**Date:** January 3, 2018  
**Subject:** Potential Partnership with the CVB on Welcome Center Services

Under the terms of the proposed partnership with the CVB on Welcome Center services, the Village would continue to retain primary responsibility for operating the Welcome Center while the CVB provides additional resources to support our operations. Staff's recommendation is that a trial partnership be established for a defined 4 month period of February 1, 2018 – May 31, 2018. If the partnership is determined by both parties to be a mutually beneficial arrangement, Council and the CVB Board would then consider a more permanent contractual arrangement that would become effective July 1, 2018.

Below is a list of key mutually-agreed upon responsibilities for each party that staff determined in order to provide the least amount of disruption to our current Welcome Center operations, enhance the visitor experience, and eliminate duplicated services provided by the Village and the CVB:

VOP Responsibilities	CVB Responsibilities
Continue to lease the Welcome Center space and handle facility property management	Provide local destination training for all Welcome Center volunteers and provide additional volunteers (approx. 4-6) who work regularly scheduled weekly shifts
Continue to recruit and coordinate volunteer schedules with a goal to keep the Welcome Center open during stated hours of Monday – Saturday (10 am – 4 pm)	Provide additional informational material and brochures and assist with keeping materials stocked
Assisting the CVB with periodic assembly of Welcome Packets for groups visiting the area by coordinating Welcome Center Ambassadors to help with assembly	Provide backup for the Village's Welcome Center Coordinator during scheduled absences

The following is a list of service improvements we propose to make to Welcome Center operations as a result of this potential partnership with the CVB:

- **Increase Welcome Center Ambassador training** – The CVB has offered to provide local area destination training and tours to better educate our Welcome Center Ambassadors on the many things to see and do in the Moore County area.
- **Add a brief visitor survey to the kiosks in the Welcome Center and on Chinquapin Road** – Currently the CVB asks its visitors to respond to 4 brief questions to indicate where they are traveling from, where they are staying, what local activities interest them, and to obtain their email address. We believe this is a great way to obtain visitor information that provides us a way to follow up later to share even more great information about the Village. We propose to adopt the survey currently used by the CVB and add it to the kiosk in our Welcome Center to gather visitor-related information.
- **Assist the CVB with preparation of Welcome Packets for groups** –The CVB currently assembles Welcome Packets for groups coming to the area for conferences, weddings, etc. These typically include the CVB Destination Guide, maps, and other area information. We propose our Welcome Center Ambassadors assist in the assembly of these packets in their “down time” on their shift when they are not serving visitors. This may result in a better volunteer experience because Ambassadors are being more fully utilized during their shift. In addition, the CVB has indicated the Village can add materials, as appropriate, to the Welcome Packets, which would expand our outreach efforts to promote the Village.
- **Add the hardbound Historic Walking Tour Book to the inventory of items for sale** – Today, we distribute a condensed paper version of the Historic Walking Tour Book for free to visitors, but the CVB sells the hardback version for \$15, with \$1 of every sale going back to the Given Memorial Library. This is something we propose to offer for sale at the Welcome Center so visitors can leave with a nice token to commemorate their stay, or they can buy it as a gift.
- **The CVB would co-market the Welcome Center** – With the Welcome Center co-marketed by the CVB on their website and other materials, our exposure would increase and would likely lead to a greater number of visitors being served annually. Currently the Village serves approximately 3,000 visitors annually and the CVB serves approximately 1,000 visitors annually.

Staff believes these changes would be positive improvements to visitor services provided at the Welcome Center and entering into a partnership with the CVB would eliminate duplication of similar and often identical services currently being provided by both entities.

Should the trial period prove to be successful, we recommend the Village consider a contractual arrangement with the CVB for the Village to provide visitor services at the Welcome Center that would go into effect on July 1, 2018 (which is the first day of the fiscal year for both the Village and the CVB). We also recommend the Village require an appropriate amount of compensation as a term of the contract for the Village providing visitor services on behalf of the CVB. Based on my discussions with Caleb Miles, CEO of the CVB, an amount agreeable to both of us would

be approximately 20% - 30% of rent and maintenance costs for the Welcome Center space. At approximately \$19,000, this would result in potential compensation to the Village of approximately \$4,000 - \$6,000 annually to help cover a portion of the Welcome Center operating costs. Overall, the 20% - 30% represents the proportionate share of visitors currently being served as well as the number of volunteers for each organization. The amount of any financial compensation under an agreement with the CVB would need to be negotiated between the two organizations as part of the contract and the percentages and amounts above are only staff's initial recommendation of a fair cost share.

As with any opportunity being evaluated, Village staff have identified the potential advantages and disadvantages of this proposed partnership, along with ways to mitigate the impact of any disadvantages. This list was initially prepared by Village staff, then was reviewed and affirmed by CVB staff. Overall, staff in both organizations believe the advantages to the proposed partnership far outweigh the disadvantages to the Village, the CVB, the visitor, and our Village Center businesses. Please see the separate attachment to this agenda item for documentation of potential advantages and disadvantages. The key advantages to the Village of this partnership proposal include:

1. **The additional CVB volunteers will help us to keep the Welcome Center open during stated operating hours.** On average, we have to close the Welcome Center for 8 3-hour shifts each month or a total of 24 hours. This equates to approximately 15% of our stated operating hours. With the new volunteers, we should be able to remain open for all stated operating hours, which are Monday – Saturday, 10 am – 4 pm.
2. **CVB staff can serve as a backup to our Welcome Center Coordinator during scheduled absences.** This will eliminate the additional workload placed on our Communications Specialist currently when there are absences.
3. **The volunteer experience will likely be enhanced for our Welcome Center Ambassadors.** As a result of this partnership, we expect there to be some overlap so more than one staff/volunteer is working a single shift. Having some “company” should help to improve the volunteer experience. In addition, helping to prepare Welcome Packets for groups should help provide more purposeful work for our Ambassadors.
4. **With volunteer shifts being more fully covered, our Welcome Center Coordinator can expand efforts to promote Village businesses and support communication outreach efforts.** Our Small Business Saturday gift basket is always well-received by our local businesses who appreciate the social media outreach the Village makes to promote Village businesses. We believe we could work more closely with local businesses to help promote them with other similar events and efforts. Another concept we have is to work with the Given Memorial Library to bring regular exhibits to the Welcome Center (similar to the Gulf War Exhibit) to educate visitors and residents on Pinehurst history and support the Library/Archives at the same time.

Overall, staff recommends the Council approve the proposed partnership for the 4-month trial period and believes this is the best way forward to jointly serving visitors to the area. Staff from the Village and CVB would meet at the end of March to evaluate the partnership, which would allow the Village and the CVB to tentatively make some determinations that could impact FY 2019 budget submissions for both organizations.



**DISCUSS AND CONSIDER ORDINANCE 19-03 AMENDING THE GENERAL FUND BUDGET TO REPLACE ASPHALT PATCHING FUNDS IN STREETS AND GROUNDS.**

**ADDITIONAL AGENDA DETAILS:**

**FROM:**

Jeff Batton

**CC:**

Natalie Hawkins & Jeff Sanborn

**DATE OF MEMO:**

1/14/2019

**MEMO DETAILS:**

As you are aware, the Village covered the cost of two major road repairs (Pine Vista Drive and Lake Shore Court) in this year's budget that we believe occurred due to water line breaks. The Moore County Public Utility Department has acknowledged and accepted responsibility for damages on Pine Vista Drive and has offered to pay \$9,000 in restitution but has continued to deny responsibility for the damages on Lake Shore Court.

These unexpected repairs totaled \$85,000 and as a result, we are running short in the Streets and Grounds contracted services line item. The funds that were diverted to these repairs were intended to fix existing road damages from sunken patches, root intrusions, and large cracks as part of an intensified effort to improve the overall road quality.

While we await the outcome of further dialogue with Moore County about restitution for the Lake Shore Court repair, we'd like to continue with repairs to road surfaces throughout the Village, however to do so we need to replenish this account with a \$75,000 budget amendment.

Should Council agree to fund this request while dialogue with Moore County continues, we will need a motion and vote to approve the budget amendment.

Thanks.

**ATTACHMENTS:**

Description

▣ Ordinance 19-03

**ORDINANCE #19-03:**

**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 (ROAD REPAIRS AT LAKE SHORE COURT AND PINE VISTA DRIVE)**

**WHEREAS**, unexpected major road repairs at Lake Shore Court and Pine Vista Drive were necessary to address safety issues; and

**WHEREAS**, funding for these significant repairs were not included in the FY 2019 Budget when originally adopted; and

**WHEREAS**, funds diverted to these projects were intended to address existing road damages as part of an intensified effort to improve overall road quality; and

**WHEREAS**, to perform the originally scheduled road repairs, additional funding of \$75,000 is required;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 22<sup>nd</sup> day of January 2019, 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>
10-20-420-5300	Contracted Services	\$ 75,000	
10-00-190-3905	Fund Balance Appropriated		\$ 75,000

**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 22<sup>nd</sup> day of January 2019.

(Municipal Seal)

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By:

\_\_\_\_\_  
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Beth Dunn, Village Clerk

\_\_\_\_\_  
Michael J. Newman, Village Attorney



## **REQUEST FOR SPONSORSHIP CAROLINA POLOCROSSE CLUB ADDITIONAL AGENDA DETAILS:**

**FROM:**

Mark Wagner

**CC:**

Jeff Batton, Jeff Sanborn

**DATE OF MEMO:**

1/16/2019

**MEMO DETAILS:**

Staff received an official sponsorship request to renew a previous agreement between the Carolina Polocrosse Club (CPC) and the Parks and Recreation Department for use of the Pinehurst Harness Track.

In August of 2013, the CPC made one time payments totaling \$3,750 for use of the 1 mile centerfield for practices during the year and also towards the cost of building and wiring the new judge's stand on the centerfield. They also received storage space in Barn 10 for signs and other materials related to their events as part of the agreement.

They would like to renew this agreement in part under the Village's new Sponsorship Policy moving forward for future practices and tournaments at the facility. CPC is requesting the following as part of a Sponsorship agreement:

- CPC desires to continue using the Pinehurst Harness track as their home field and continue hosting a minimum of 2 tournaments annually. All applicable fees will apply;
- CPC intends to present a bid to host the American Polocrosse Nationals in Pinehurst in 2020;
- CPC requests use of the 1 Mile track centerfield for club practice at least twice monthly at no charge. Dates and times will be approved by the Track Superintendent;
- CPC requests continued use of the equipment storage locker in Barn 10;
- CPC continues to want to help promote the Pinehurst Harness Track and will continue to offer demos, special events and charity events for the facility;

This request falls under Category "C" of the Village Sponsorship Policy "For events coordinated by either a commercial entity who has no clear financial gain at stake or by a non-profit that is attempting to raise funds, sponsorship may be approved by the Council in public for the first event of its type. For subsequent events, staff acts on Council approval of previous events unless/until the staff or the Council thinks something has changed that warrants re-consideration by the Council."

In the currently adopted Fees and Charges Schedule, the applicable fee for renting one track infield for a practice is \$150 per day. Should Council choose to approve this request, staff would request that the Village logo be used on any promotional materials related to events, demos, tournaments, etc. to be held on the grounds.

Michelle Lahr, Secretary and Tournament Organizer for Carolina Polocrosse will be in attendance at the meeting to provide additional information and answer any questions as needed.

Thank you.

**ATTACHMENTS:**

Description

- 📎 Sponsorship Request
- 📎 Sponsorship Policy
- 📎 2013 Agreement



# Carolina Polocrosse Club



January 14, 2019

Mark Wagner

Pinehurst Parks and Recreation Department

The Carolina Polocrosse Club is requesting that the CO-Sponsorship agreement with the Village of Pinehurst from 2013 be continued. Our requests are as follows

1. CPC wishes to keep the Pinehurst Harness Track as their home field. We will continue to host a minimum of 2 tournaments a year and will be presenting a bid for American Polocrosse Nationals 2020 in Pinehurst as well.
2. Use of the 1 Mile track for club practice at least twice a month. Practice lasts about 3 hours and will not interfere with other shows, events or training of standardbreds during season. All dates and times will be approved by the track manager prior.
3. CPC requests that we have continued use of our equipment storage locker in Barn 10
4. This agreement will be separate from our bi-annual tournaments held at the facility which shall be billed accordingly to CPC.
5. CPC continues to want to help promote the Pinehurst Harness Track and will continue to offer demos, special events and charity events for the facility.

Michele Lahr

Secretary and Tournament Organizer, Carolina Polocrosse

[Labsec247@yahoo.com](mailto:Labsec247@yahoo.com)

9105852562

**RESOLUTION #15-38:**

**A RESOLUTION ADOPTING A POLICY REGARDING STANDARDIZED  
PROCESSING OF REQUESTS FOR VILLAGE SPONSORSHIP OF EVENTS  
COORDINATED BY OTHER ENTITIES.**

**THAT WHEREAS,** many events occur in the Village of Pinehurst for which the event coordinator(s) request Village Sponsorship each year; and

**WHEREAS,** sponsorship may be in cash or in kind whereby the Village extends the use of Village facilities or staff for free or at a reduced rate; and

**WHEREAS,** it is important that the Village only extend sponsorship to the extent that it promotes the welfare, well-being and quality of life for our residents; and

**WHEREAS,** it is also important that sponsorship resources do not inappropriately augment the income or fund-raising of event coordinators;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled on the 22<sup>nd</sup> day of September, 2015, as follows:

**SECTION 1.** It shall be the Policy of the Village of Pinehurst that sponsorship requests be handled in accordance with the following criteria:

- a. For events coordinated by a non-profit for the apparent sole purpose of benefitting the community, sponsorship can be approved by the Village Manager after a careful review of the event, the event coordinator's status and all potential beneficiaries of the event.
- b. For events coordinated by a commercial entity for at least the partial purpose of earning profit, sponsorship for the first event of its type (subsequent to the passage of this resolution) may be approved in public by the Village Council. Sponsorship for subsequent similar events coordinated by the same entity may be approved in public by the Village Council after a review by the Village's Director of Financial Services of a full, financial accounting of the previous event.
- c. For events coordinated by either a commercial entity who has no clear financial gain at stake or by a non-profit that is attempting to raise funds, sponsorship may be approved by the Council in public for the first event of its type. For subsequent events, staff acts on Council approval of previous events unless/until the staff or the Council thinks something has changed that warrants re-consideration by the Council.

**SECTION 2.** That this Resolution shall be and remain in full force and effect from the date of its adoption.

Adopted this 22<sup>nd</sup> day of September, 2015.



Attest:

Lauren M. Craig, Village Clerk

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By:   
Nancy Roy Fiorillo, Mayor

Approved as to Form:

Michael J. Newman, Village Attorney

August 13, 2013

Carolina Polocrosse Club  
Wade Liner  
309 Trails End Road  
Whispering Pines, NC 28327

Dear Wade,

The Village of Pinehurst (VOP) is willing to serve as a Co-Sponsor of the Carolina Polocrosse Club for practices held at the Pinehurst Harness Track from August 2013 through August 2014. Below please find the terms of the agreement

1. A Payment of \$1,250.00 will be made to the Village of Pinehurst to cover the use of the 1 mile centerfield or ½ mile centerfield if 1 mile is not available for at least 2 times a month. This will not interfere with other shows or the training of Standardbreds during training season.
2. A one-time payment of \$2,500.00 will be made to the Village of Pinehurst to go towards the building and wiring of a new judge's stand on the 1 mile centerfield to match that of the one already standing in the ½ mile centerfield.
3. This agreement will be separate from regular tournaments currently held at the Pinehurst Harness Track which shall be billed according to Show promoters lease agreement.
4. The Village of Pinehurst will provide some storage space for signs and other materials in adjacent barns so as it does not affect the operation of the barn for Standardbred training.
5. All expenses related to the production and management of the events including, but not limited to, printing and promotional costs, transportation costs, decorating costs, sound amplification needs, etc. are the sole responsibility of the Carolina Polocrosse Club.
6. All promotional materials shall bear the name and logo of both sponsoring agencies in an equal manner. VOP will provide a camera ready copy of its logo

for such purposes and **must** approve any flyers, brochures, etc. in advance before printing.

7. All other rules and regulations apply according to the Rental Lease Agreement as they pertain to insurance requirements, facility use, etc., and are the responsibility of the Carolina Polocrosse Club to adhere to such.

Additional details regarding parking arrangements, layout, etc. should be directed to Ray Skellington, the Harness Track Supervisor. Ray can be reached at 910-295-4446 or 910-638-5198 to arrange a time to meet and discuss the set up arrangements.

If there is anything additional that needs to be included after reviewing the letter, please feel free to call me at 295-2817 and I will be happy to discuss it with you. If this agreement is acceptable to you, please sign both copies of this letter where indicated, returning both to me. I will then sign and return one for your files.

If either party would like to renegotiate the terms of this agreement, written notice must be given at least 6 months prior to the next scheduled event.

Thank you,

Mark Wagner, Director  
Pinehurst Parks and Recreation Department

By signing below, I acknowledge that this letter represents the terms and conditions as discussed and agreed to for the event described above.

---

Representative – Carolina Polocrosse Club

---

Date



## **REQUEST FOR SPONSORSHIP SANDHILLS MOTORING FESTIVAL ADDITIONAL AGENDA DETAILS:**

**FROM:**

Mark Wagner

**CC:**

Jeff Batton, Jeff Sanborn

**DATE OF MEMO:**

1/16/2019

**MEMO DETAILS:**

Staff has received a request from the organizers of the Sandhills Motoring Festival asking the Village to sponsor their event which is planned for May 25-26, 2019. The Motoring Festival is described as a non-profit event designed to showcase collector automobiles from various brands including, but not limited to, Porche and Mercedes Benz.

The Festival is intended to showcase the Sandhills and Pinehurst area by encouraging participating automobile clubs to gather for meetings and social functions in the community while attending the event. Funds raised by the Festival will be used to support local foundations, including funding scholarships for the automotive program at Sandhills Community College.

As presented, the Festival would involve a Concours on the streets of the Village of Pinehurst consisting of up to 200 automobiles and would be open to the public at no charge. The group would like to use Tufts Park to host a VIP event on May 25 in the evening to showcase new and old automobiles on display. This would also possibly tie into an event similar to a Wine Walk which have been held in the past downtown. Sunday, May 26 would feature the potential of up to 200 vehicles on display on Village streets. Staff has made the organizers aware that parking vehicles on the lawn/turf areas of Tufts Park is not allowed due to recent rental guidelines we are implementing.

With that in mind, in return for the Village being listed as a Title Sponsor on event promotional materials and any event signage during this event, they are requesting the following:

- Complimentary use of the Village Green on Saturday and Sunday, May 25-26, 2019;
- Complimentary use of the Village stage on Saturday and Sunday, May 25-26, 2019;
- Equipment support at no cost to include road barricades, traffic cones and recycling bins for Saturday and Sunday, May 25-26, 2019.

This event would fall under Category "C" of the Village's Sponsorship Policy which is "For events coordinated by either a commercial entity who has no clear financial gain at stake or by a non-profit that is attempting to raise funds, sponsorship may be approved by the Council in public for the first event of its type. For subsequent events, staff acts on Council approval of previous events unless/until the staff or the Council things something has changed that warrants re-consideration by the Council."

In regards to this particular event, Tufts Park is available on the dates in question except for the morning of Saturday, May 25th as a Farmer's Market is scheduled. The organizers feel they could work around that

however schedule wise.

In order to fully comprehend the scope of this event, staff would need to see a Temporary Use Permit application from the organizers. The Temp Use Permit requires a map, layout, locations of street closures, Police officers requested, etc. This allows staff from multiple internal departments along with the Village Managers to fully review the application and their plans for the event.

The challenge with using streets for displaying cars with this type of set up is that it will also take away parking for potential attendees, and possibly restrict travel lanes with street closures. That will need careful consideration in regards to their layout, patron safety, traffic flow and also the effect this will have on businesses downtown that may be open during this time.

I do believe Council is in a position to weigh the merits of the sponsorship request based on the information provided. However, more specific details of the event and its setup are needed which warrant further review in order to approve the proposed layout and locations for vehicles on display.

Staff and representatives from the Sandhills Motoring Festival will be in attendance at the meeting to provide additional information as needed and answer questions.

Thank you.

**ATTACHMENTS:**

Description

- ☐ Sponsorship Request
- ☐ Festival Saturday Schedule
- ☐ Festival Sunday Schedule
- ☐ Sponsorship Policy - Resolution

**From:** Marvin Waters [mailto:marvin.waters@littleriver.com]  
**Sent:** Wednesday, January 9, 2019 5:07 PM  
**To:** Mark Wagner <mwagner@vopnc.org>  
**Subject:** Sandhills Motoring Festival

Mark,

By way of introduction, I am the Founder of the Sandhills Motoring Festival, the General Manager at Little River Golf & Resort for the past 14 years as well as a Pinehurst resident during the same time period. We are working with Peter Stilwell and Tarheel Communications on our event.

The Sandhills Motoring Festival is excited to host a significant portion of our event in the Village of Pinehurst over Memorial Day weekend 2019. The Festival is an event built by automobile enthusiasts that wanted to pick up where the successful Pinehurst Concours left off, we are very quickly gaining credibility within the industry as evidenced by our partnership with Hagerty Insurance, RM Sotheby's, Porsche and Mercedes Benz. We welcome the opportunity to review our plans and requests with the Village of Pinehurst Council members on Tuesday, January 22<sup>nd</sup>.

The Sandhills Motoring Festival is a non-profit event designed to showcase collector automobiles from various brands including, but not limited to, Porsche and Mercedes Benz. More importantly the Festival is designed to showcase the Sandhills/Pinehurst area by encouraging participating automobile clubs to gather for meetings and social functions in our community while attending the Festival. All funds raised by the Festival have been and will continue to be used to support local foundations; we are very pleased to recently fund scholarships for the automotive program at Sandhills Community College. Funds are raised from entry fees and donations paid by Festival participants as well as sponsorship. The Concours on the streets of the Village of Pinehurst will consists of up to 200 automobiles and will be open to the public at no charge.

The 2019 event is scheduled for May 24-26, Friday through Sunday. We would like to host a VIP event on May 25, Saturday evening, which would showcase the best of new and old automobiles on display in the Village of Pinehurst. This event would possibly tie into an event similar to the Wine Walks frequently held in the Village. Participating automobile clubs are planning dinners and club meetings in Village restaurants Saturday evening, further showcasing and benefitting local business owners. On Sunday, May 26, we plan to have up to 200 vehicles on display on the streets of the Village which will create further draw to the local community. As I mentioned, the Concours is open to the public and we encourage our local community to come out and see the automobiles and owners.

The Village of Pinehurst participation is described below with the understanding that the vehicles will be on display on the streets of the Village and hard surface areas throughout the Village and not the Village Green.

- Complimentary use of the Village Green on Saturday and Sunday, May 25-26 2019.
- Complimentary use of the Village stage on Saturday and Sunday, May 25-26 2019.
- Equipment support at no cost to include road barricades, traffic cones and recycling bins for Saturday and Sunday, May 25-26 2019.

In return for the complimentary use of the Village Green, the Village of Pinehurst will be listed as a Title Sponsor on event promotional materials and any event signage during the event. The Village Council

and Senior staff will receive special invitations to attend social events during the Sandhills Motoring Festival.

It is our understanding that the event will be responsible for policing all trash and providing adequate outdoor restroom facilities for the event.

Mark, thank you for your consideration and please let me know if you have any questions regarding Sandhills Motoring Festival and/or the request for event support. I can be reached any time on my cell: 910.315.2918.

Sincerely,  
Marvin Waters

Marvin Waters  
General Manager  
Little River Golf & Resort  
P) 910-949-5013  
[marvin.waters@littleriver.com](mailto:marvin.waters@littleriver.com)

[FRIDAY](#)[SATURDAY](#)[SUNDAY](#)[MONDAY](#)

## SATURDAY MAY 25th

8:00am-12:00pm

Fun Rally – Sponsored by PCA, Other Marques welcome

Staging begins at 8:00am

Caravan to Rally start point in Candor at 8:15

Rally begins at 8:30

9:00 Optional local scenic drive: Southern Pines horse country

Box Lunch Included, Maps in registration packet, each car must have a driver and navigator

9:00am-12:30pm

Drive the back roads of the Sandhills, Sponsored by MBCA, Other Marques welcome

Drive through the Sandhills region to Mercedes of Fayetteville, with a tour of their new facility, lunch included.

9:00am-11:30am

SLR Tour – Sponsored by MBCA, Other Marques welcome

Tour of Sport Leicht Automotive Restoration Shop, plus a tour of Innovation Performance Technologies. Lunch on your own.

9:30am-1:30pm

Ladies of Mercedes Presents: Pinehurst Tour & Tea – Sponsored by MBCA, Open To All

A personalized driven tour with guide of the Village of Pinehurst, featuring several historic sites, shopping and High Tea at Lady Bradford's Tea Parlor.

1:00pm-3:00pm

Tour Gregorich collection, Sponsored by PCA

4:00pm-7:00pm

Pinehurst Village Special Euro Presentation, All Marques

Featuring Mercedes, Porsche, BMW and other Euro Marques. Individual cars will be selected by their respective club.

## SMF SCHEDULE OF EVENTS

FRIDAY

**SUNDAY MAY 26th**

SATURDAY

9:00am-3:00pm

Sandhills Motoring Festival Concours in the Village. In and around the streets of historic Pinehurst. All Marques! Award winners announced on the Village Green at 2:00pm. Staging begins at 8:00am.

SUNDAY

MONDAY

6:00pm-9:00pm

Cocktails & Awards Dinner in the Buckingham Room at Little River Golf & Resort for All Marques

**RESOLUTION #15-38:**

**A RESOLUTION ADOPTING A POLICY REGARDING STANDARDIZED  
PROCESSING OF REQUESTS FOR VILLAGE SPONSORSHIP OF EVENTS  
COORDINATED BY OTHER ENTITIES.**

**THAT WHEREAS,** many events occur in the Village of Pinehurst for which the event coordinator(s) request Village Sponsorship each year; and

**WHEREAS,** sponsorship may be in cash or in kind whereby the Village extends the use of Village facilities or staff for free or at a reduced rate; and

**WHEREAS,** it is important that the Village only extend sponsorship to the extent that it promotes the welfare, well-being and quality of life for our residents; and

**WHEREAS,** it is also important that sponsorship resources do not inappropriately augment the income or fund-raising of event coordinators;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled on the 22<sup>nd</sup> day of September, 2015, as follows:

**SECTION 1.** It shall be the Policy of the Village of Pinehurst that sponsorship requests be handled in accordance with the following criteria:

- a. For events coordinated by a non-profit for the apparent sole purpose of benefitting the community, sponsorship can be approved by the Village Manager after a careful review of the event, the event coordinator's status and all potential beneficiaries of the event.
- b. For events coordinated by a commercial entity for at least the partial purpose of earning profit, sponsorship for the first event of its type (subsequent to the passage of this resolution) may be approved in public by the Village Council. Sponsorship for subsequent similar events coordinated by the same entity may be approved in public by the Village Council after a review by the Village's Director of Financial Services of a full, financial accounting of the previous event.
- c. For events coordinated by either a commercial entity who has no clear financial gain at stake or by a non-profit that is attempting to raise funds, sponsorship may be approved by the Council in public for the first event of its type. For subsequent events, staff acts on Council approval of previous events unless/until the staff or the Council thinks something has changed that warrants re-consideration by the Council.

**SECTION 2.** That this Resolution shall be and remain in full force and effect from the date of its adoption.

Adopted this 22<sup>nd</sup> day of September, 2015.



Attest:

Lauren M. Craig  
Lauren M. Craig, Village Clerk

VILLAGE OF PINEHURST  
VILLAGE COUNCIL

By: Nancy Roy Fiorillo  
Nancy Roy Fiorillo, Mayor

Approved as to Form:

Michael J. Newman  
Michael J. Newman, Village Attorney