VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF JUNE 11, 2019
ASSEMBLY HALL
395 MAGNOLIA RD.
PINEHURST, NORTH CAROLINA
4:30 PM

1. Call to Order.

2. Reports:

   Manager

   Council

3. Motion to Approve Consent Agenda.

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

   A. Approval of Draft Village Council Meeting Minutes.
      May 23, 2019 Budget Work Session
      May 28, 2019 Regular Meeting
      May 28, 2019 Closed Session (not public)

   End of Consent Agenda.

4. Motion to Recess Regular Meeting and Enter Public Hearing.

5. Public Hearing No. 1

   The purpose of the public hearing is to consider a voluntary annexation petition from Planet Development, LLC., for ±6.95 acres located in the vicinity of Laforet Ln. and Laforet Ct. near the intersection of Foxfire Rd. and Linden Rd.. The property to be annexed is further identified as Moore County PID# 98000634.

6. Public Hearing No. 2

   The purpose of the public hearing is to consider an Official Zoning Map Amendment. This map amendment includes three parcels of land consisting of approximately 1.6 acres further identified as Moore County PID #'s 20040078, 20040080 and 20040387. This amendment would zone the properties R-MF (Residential Multi Family). The properties are currently zoned RD (Recreational Development) and R-MF (Residential Multi-Family). The property is part of the Fairwood Estates Planned Unit Development. The applicant and property owners are James O'Malley, David Shupp and Walter Hess.

7. Public Hearing No. 3

   The purpose of the public hearing is to consider a request by Moore County Schools for a Major Site Plan Review to allow for the construction of a new elementary school for the property at 100 Dundee Road, further identified by Moore County PID # 00024884. This property is located within the R-10 (High

Density Residential) Zoning District.

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

9. Discuss and Consider Ordinance 19-10 to Extend the Corporate Limits of the Village of Pinehurst (LaForet).

10. Discuss and Consider Ordinance 19-11 Amending the Official Pinehurst Zoning Map.

11. Discuss and Consider a Request by Moore County Schools for a Major Site Plan Review to Allow for the Construction of a New Elementary School.

12. Discuss and Consider Ordinance 19-12 Adopting the FY 2020 Budget for the Village of Pinehurst.

13. Discuss and Consider a Contract for Legal Services for FY 2020

14. Discuss and Consider the Contract for the Examination of Local Governmental Employees' Retirement System Census Data

15. Discuss and Consider Solid Waste Contract for Waste Management and Lofton Garbage Services for FY 2020.

16. Community Center Update & Discussion of Change Orders/Budget Amendment

17. Discuss Tri-Cities Highway Corridor Overlay Standards.

18. Other Business.

19. Comments from Attendees.

20. Motion to Recess the Regular Meeting and Enter a Closed Session.

    Closed Session No. 1:
    Pursuant to NCGS §143-318.11(a)(5)(i) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. Specifically, the Council will discuss a potential real estate transaction.

    Closed Session No. 2:
    Pursuant to NCGS 143-318.11(a)(3) to consult with the Village Attorney in order to preserve the attorney-client privilege between the Village Attorney and the Village Council. Specifically, Council will discuss potential litigation for the recently approved Taylortown annexation.

21. Motion to Adjourn the Closed Session and Re-enter the Regular Meeting.

22. Motion to Adjourn.

Vision: The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions.
Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.
Values: Service, Initiative,Teamwork, and Improvement.

COUNCIL
ADDITIONAL AGENDA DETAILS:

ATTACHMENTS:

Description

- 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:

May 23, 2019 Budget Work Session
May 28, 2019 Regular Meeting
May 28, 2019 Closed Session (not public)

FROM:

Beth Dunn

CC:

Jeff Sanborn

DATE OF MEMO:

5/16/2019

MEMO DETAILS:

Attached are the draft minutes from the Village Council budget work session on May 23, 2019 and the regular meeting and closed session on May 28, 2019.

ATTACHMENTS:

Description
May 23, 2019 Budget Work Session
May 28, 2019 Regular Meeting

VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF MAY 23, 2019
COUNCIL CONFERENCE ROOM
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA

2:00 PM

The Pinehurst Village Council held a Work Session at 2:00 p.m., Thursday, May 23, 2019 in the Council Conference Room of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

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

And approximately 10 attendees, including 9 staff.

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

2) Discussion of the Recommended 2020 Strategic Operating Plan.

- Welcome and Overview of Strategic Priorities
  Lauren Craig, Performance Management Director, welcomed everyone and reviewed the agenda for the work session. She reminded Council of the Budget Public Hearing on May 28th. She explained the process staff and Council took to develop the 2020 Strategic Operating Plan. She shared the strategic priorities, expressed as goals, strategic objectives, and key performance indicator targets on the Village's Balanced Scorecard (BSC), which are based on Council's direction from the retreat. Ms. Craig also shared the initiatives in the five-year planning period.

- Overview of proposed FY 2020 General Fund Budget
  Brooke Hunter, Financial Services Director, gave an overview of the proposed general fund summary for FY 2020. Ms. Hunter explained what all was included in the operating expenditures and provided Council with a detailed operating expenditures list for each department.

- General Fund Revenues FY 2020
  Ms. Hunter discussed stated the largest revenue source is property taxes, which is $11.2 million for FY 2020, assuming the proposed property tax rate being increased to $0.30. The revenue neutral rate is $0.28 for FY 2020. Ms. Hunter noted the fund balance appropriated is 34.6%, however, that could increase to 39.2% if the $1 million previously set aside for the library is not spent in FY 2020. One cent tax on valuation equals $367,000 in revenue. Ms. Hunter stated sales tax revenue will increase by 5.2% based on the numbers from FY 2019.

- General Fund Expenditures
  Ms. Hunter reviewed the General Fund expenditures. She stated the budget includes proposed staffing of 145 full-time equivalents (FTEs), which includes 4.5 new positions. She explained that a 2.4% cost of living adjustment and merit raises, at an average of 2% per employee were included. Mayor Pro Tem Bouldry asked if the projection for 120 new homes would continue thru the 5 year forecast. Jeff Sanborn, Village Manager, explained that the number is expected to decrease to 100 homes due to the dwindling buildable lots. Ms. Hunter stated they have budgeted for a small area plan for Village Place in the Planning Department. Ms. Hunter also explained the budget included a 48% increase to stormwater maintenance funding, or $106,000. In the contingency fund is the $1 million set aside for the library. The last debt payment will be made in 2022 and the current debt as of June 30, 2019 is $440,000.

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- Capital Project Fund

  Director of Financial Services Brooke Hunter explained some of the key items marked as capital projects for FY 2020. Capital expenditures for FY 2020 budget are $1.8 million, which includes a rescue vehicle, storm water drainage projects, solid waste truck, and land for a potential Fire Station 93 and potential structured parking near the Village Center, streetscape improvements, and 3 police vehicles. Councilmember Davis asked about the funds for the potential land for structured parking. Natalie explained they are setting aside the funds as it's really a placeholder, there is not a set place they are looking to acquire. Jeff Sanborn, Village Manager stated if the money wasn't used next fiscal year they could roll the money over or re-appropriate it for another use for another project that comes from the comprehensive plan. Council had a discussion on the wording of the funds. The consensus was to re-word the line item to potential land purchase.

- Five-Year Financial Forecast

  Director of Financial Services, Brooke Hunter shared the five-year financial forecast. She noted this section details the forecasting methodology which includes key assumptions used and planned revenues and expenditures for the forecast period. Ms. Hunter discussed the Operating Margin and Fund Balance targets. She review the 5 year forecast for the general fund in relation to the $1 million in contingency. Councilmember Farrell asked Ms. Hunter to explain the difference in the types of fund balance.

- Capital Improvement Plan

  Director of Financial Services Brooke Hunter shared the Capital Improvement Plan which totals of $9.4 million in 5-year capital spending. She noted this includes replacement of vehicles and equipment per the replacement schedules and includes $5,080,100 in other capital additions. Councilmember Farrell asked if the Village has ever looked at hybrid or electric cars for the fleet. Lauren Craig, Performance Management Director, stated that is certain something we can add to the Opportunities for Improvements list.

3) Other Items

Brooke Hunter stated the public hearing on the budget will be held at the next Council meeting on May 28th.

Councilmember Davis asked about the proposed GIS specialist position proposed in FY 2020. Jason Whitaker and Angie Kantor explained they hope to have the position filled by October of this year.

Council discussed how to proceed with releasing the request for proposal for library services. They came to a consensus to allow Village staff to make any minor changes to the document and release. Council also formed a consensus to cancel their scheduled budget work session for Friday, May 24 at 2:00pm, as no further discussion was needed.

4) Motion to Adjourn.

Council unanimously approved to adjourn the Work Session by a vote of 5-0 at 4:20 pm.

Respectfully Submitted,

Beth Dunn,
Village Clerk

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VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF MAY 28, 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, May 28, 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
Mr. John Bouldry, Mayor Pro Tem
Ms. Judy Davis, Treasurer
Mr. Kevin Drum, Councilmember
Mr. Jack Farrell, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Beth Dunn, Village Clerk

And approximately 26 attendees, including 14 staff and 1 press.

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

2. Invocation and Pledge of Allegiance.
Invocation by Reverend David Beam of Pinehurst United Methodist Church.

3. Reports:
Village Manager

- Stated that the request for proposal for the library needs assessment has formally been sent out to a wide audience.
- A rough draft of the comprehensive plan has been received. Managers and staff are currently commenting on the draft document and will return to the consultants this coming Friday. The consultants will return the updated draft back to us for the Community Open House and the public will be able to provide their comments at that time.

Village Council

- Councilmember Drum stated the stated the car show in the Village was a huge success this past weekend. He was glad to see the activity downtown on a Sunday.
- Mayor Pro Tem Bouldry announced that he will not run for re-election for Council or otherwise this coming November.
- Councilmember Davis thanked Mayor Pro Tem Bouldry for his service. She thanked staff for getting the request for proposal for the library needs assessment out so quickly. She also stated she attended a Memorial Day service at Village Chapel, lots to be thankful for in this community.
- Councilmember Farrell stated he will be sad to see Councilmember Bouldry not continue on the 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.

- Public Safety Reports for April, 2019
- Approval of Draft Village Council Meeting Minutes.
    - May 14, 2019 Regular Meeting
    - May 14, 2019 Work Session
    - May 14, 2019 Closed Session
- Budget Amendments Report

End of Consent Agenda.

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

5. Recognition of Village of Pinehurst Firefighters Who Have Been Awarded the Department's Certificate of Commendation and Life Saving Ribbon.

Jeff Sanborn, explained that a couple years ago the Pinehurst Fire Department took on the added responsibility of emergency medical calls to back up Moore County EMS. Since that time we have seen the terrific results of a small number of lives saved directly from their efforts. He stated Carlton Cole was here to recognize those employees.

Carlton Cole, Pinehurst Fire Chief, explained that over the past 12 months, Pinehurst Fire Department was involved with four incidents that resulted in reviving patients through Cardio-Pulmonary Resuscitation (CPR). Our staff is being awarded the department's Certificate of Commendation and Life Saving Ribbon for their efforts. Mr. Cole explained that following the standard established by the EMS System Medical Director, a CPR save stipulates that a cardiac arrest patient who has been revived with CPR must be released from the hospital, as verified by EMS through discharge records.

Those being recognized include:

1. Call for Service 18-35805 on May 9, 2018: Captain Steve Cox, Master Firefighter Jay Kramer, Firefighter Bonnie MacDonald.
2. Call for Service 19-15163 on February 26, 2019: Firefighter Matthew English, Senior Firefighter James McLaughlin, Master Firefighter Michael Waschsen.
3. Call for Service 19-19858 on March 15, 2019: Battalion Chief Adam Coles, Captain Steve Cox, Firefighter James Neal.
4. Call for Service 19-28436 on April 15, 2019: Captain Chris King, Master Firefighter John Warren, Master Firefighter Johnny Yarborough.

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

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

7. Public Hearing No. 1

Jeff Sanborn, Village Manager, stated the purpose of this public hearing is to discuss the proposed Fiscal Year 2020 Budget for the Village of Pinehurst. He explained the Strategic Operating Plan (SOP) includes the FY 2020 general fund budget, Community Center Capital Project Fund and a five year financial forecast. Mr. Sanborn explained the SOP was developed to achieve the Council's vision, mission, goals, objectives, to address strategic challenges and opportunities facing the community, and to comply with the distinguished budget presentation award requirements. In early December Council identified four areas of focus for FY 2020 which are 1) manage development and enforce codes and ordinances 2) provide interconnected pedestrian facilities 3) maintain high quality streets 4) provide recreation programs, facilities and cultural events.

Mr. Sanborn explained the total FY 2020 budget is $21.6 million with a recommend property tax rate of $0.30 and an expected ending fund balance of 34.6%; however, if the $1 million contingency appropriation is not spent in FY2020, ending fund balance is expected to be 39.2%. The budget also includes seven Initiative Action Plans at a cost of $319,070 and an addition of 4.5 full-time positions. Capital expenditures are at $1.8 million and include a rescue vehicle, 3 police vehicles, solid waste truck, potential land purchase for a fire station 93 and structured parking near Village Center, Magnolia Road streetscape improvements and storm drainage projects.

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Public Comments:

- No public comments were made.

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

Upon a motion by Councilmember Davis, seconded by Mayor Pro Tem Bouldry, Council unanimously approved to adjourn the public hearing and re-enter the regular meeting by a vote of 5-0.

9. Q3 Update on the Status of the FY 2019 Strategic Operating Plan Implementation.

Lauren Craig, Performance Management Director, reviewed the status of the 3rd quarter strategic operating plan. She stated that as of March 31, 2019, from the 7 Initiative Action Plans (IAPs) scheduled to begin in FY 2019, 6 are in progress and on schedule and 1 is in progress but not on schedule. There are 2 IAP metrics that will be tracked in the future. Ms. Craig stated that as of March 31, 2019, the Village achieved projected performance for 5, or 71%, of the 7 IAPs with metrics in FY 2019. The police department accreditation is 70% complete to date and the long range comprehensive plan is on track. Due to challenges with an internet platform, the IAP to implement performance dashboards was not on schedule at the end of the 3rd quarter, however, since then the performance dashboards have went live on the Village website. In the 3rd quarter the workforce learning and development IAP was amended to develop a complete learning and development system, which was completed in April. Councilmember Farrell asked how we set goals for our metrics, specifically for the average number of days to issue single family permits. Ms. Craig explained this was an item that we could benchmark, which help us identify where the goal should be. Village Manager, Jeff Sanborn explained that knowing what challenges they have faced with staffing issues, the goal for that specific metric, was set to be obtainable and then progressively improve and strive for a higher goal.

10. Presentation of Quarterly Financial Statements for the Nine Months Ended March 31, 2019.

Brooke Hunter, Financial Services Director, stated that as the Village enters the final quarter of the fiscal year, the Village's financial condition remains strong and the revenue forecast for the first three quarters is right on target. In addition, operating expenditures are running below expected levels and our capital outlays are within budget. These results should position us well to carry out the objectives outlined in the FY 2019 Strategic Operating Plan. The Village's General Fund is showing $3.0 million in income for the first nine months of the year, which is considerably higher than the $2.2 million the prior year. Fund balance in the General Fund is currently 70% of budgeted expenditures, which is slightly higher than the 67% level seen the previous year at March 31. General fund revenues were $138,000, or 0.9%, above the year-to-date budget projections. This increase is the result of several offsetting variances across revenue sources.

Ms. Hunter explained that property tax revenues are $208,000, or 2.1%, above the quarterly revenue estimate. The real and personal property tax collection rate of 100.01% is similar to this time last year. The real and personal base grew by 1.66%, compared to the same period last year, which is also slightly ahead of the 1.5% budget forecast. The motor vehicle tax base grew by 7.57%. Ms. Hunter stated that restricted intergovernmental revenues are $191,000, or 25.8%, below the quarterly forecast. This is primarily due to the timing of our FEMA disaster recovery reimbursement. The reimbursement was included in the mid-year budget amendment, but the largest portion has not yet been received. General fund operating expenditures were $1,468,000, or 10.6%, below the quarterly budget. This variance is significantly larger than the expected year-end expenditure variance of 5% and is the primary factor in our overall quarterly budget variance.

Ms. Hunter explained that for capital outlay, approximately 65% of the capital outlay budgeted in the first three quarters has been expended. A significant portion of the variance involves the $165,000 in capital projects deferred in November for potential Community Center contingency use. The Village issued 83 single-family residential building permits valued at $22,698,000 during the first three quarters compared to 103 the previous year. We project approximately 120 homes will be constructed in FY 2019. As expected, we will end the year lower than the 144 homes constructed in the prior year. Based on our current estimates, we anticipate the Village's fund balance will decrease by approximately $3,598,000 by the end of FY 2019. This reduction is related to funding the Community Center construction without debt financing. The ending fund balance for the General Fund is projected to be approximately $7,044,000, or 30%, of expenditures, which is within our current policy range of 30-40%. Ms. Hunter stated that during the first three quarters, the Fair Barn covered 84% of operating expenditures with operating revenues. This is lower than the 102% achieved at this point the previous year and is below the balanced scorecard target of 95%. The Harness Track only covered 57% of its operating expenditures compared to 69% the previous year. The decline is due to fewer horses stabling at the track this season. Ms. Hunter stated that at this point in the fiscal year, she is very pleased with the Village's financial condition and position.

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11. Other Business.

No other business was discussed.

12. Comments from Attendees.

- John Hoffman, Everett Rd, presented Council with information regarding off street parking requirements. He stated the leaders of the Community Presbyterian Church continue to violate Chapter 9 of the PDO regarding off street parking requirements and landscaping requirements. He welcomes a frank discussion of these issues with all parties involved.

13. Motion to Recess the Regular Meeting and Enter a Closed Session.

Upon a motion by Councilmember Drum, seconded by Mayor Pro Tem Bouldry , Council unanimously approved to recess the regular meeting and enter into a closed session pursuant to NCGS §143-318.11(a)(5)(i) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease, specifically, the Council will discuss a potential real estate transaction and pursuant to NCGS 143-318.11(a)(3) to consult with the Village Attorney in order to preserve the attorney-client privilege between the Village Attorney and the Village Council, specifically, Council will discuss potential litigation for the recently approved Taylortown annexation by a vote of 5-0.

14. Closed Session.

1. Pursuant to NCGS §143-318.11(a)(5)(i) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. Specifically, the Council will discuss a potential real estate transaction.

2. Pursuant to NCGS 143-318.11(a)(3) to consult with the Village Attorney in order to preserve the attorney-client privilege between the Village Attorney and the Village Council. Specifically, Council will discuss potential litigation for the recently approved Taylortown annexation.

15. Motion to Adjourn the Closed Session and Re-enter the Regular Meeting.

Upon a motion by Councilmember Davis, seconded by Mayor Pro Tem Bouldry, Council unanimously approved to adjourn the closed session and re-enter the regular meeting by a vote of 5-0.

16. Motion to Adjourn.

Upon a motion by Councilmember Farrell, seconded by Mayor Pro Tem Bouldry, Council unanimously approved to adjourn the Regular Meeting by a vote of 5-0 at 6:15 pm.

Respectfully Submitted,

Beth Dunn,
Village Clerk

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PUBLIC HEARING NO. 1

ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider a voluntary annexation petition from Planet Development, LLC., for ±6.95 acres located in the vicinity of Laforet Ln. and Laforet Ct. near the intersection of Foxfire Rd. and Linden Rd.. The property to be annexed is further identified as Moore County PID# 98000634.

FROM:
Natalie Hawkins

CC:
Jeff Sanborn and Darryn Burich

DATE OF MEMO:
6/5/2019

MEMO DETAILS:
Please find attached the staff report and supporting documents for this public hearing.

ATTACHMENTS:

Description
Staff Report
Certified Petition for Voluntary Annexation
Foxfire Village Annexation Agreement
Foxfire Village Letter for Waiver

1895

VILLAGE OF

PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council
From: Natalie Hawkins, Assistant Village Manager
CC: Darryn Burich, Planning & Inspections Director
Alex Cameron, Senior Planner
Beth Dunn, Village Clerk
Date: June 5, 2019
Subject: Consideration of a Voluntary Petition for Annexation for LaForet Townhomes

Executive Summary

Consideration of a voluntary petition for annexation from Planet Development, LLC for +/- 6.95 acres located in the Village of Pinehurst Extra-Territorial Jurisdiction (ETJ).

Property Owner	Property Location	Moore County PID#	Deed Acreage
Planet Development, LLC 675 S. Bennet Street, Suite 4 Southern Pines, NC 28387	Laforet Ln. and Laforet Ct. near the intersection of Foxfire Road and Linden Road	98000634	6.95

Zoning and Proposed Use

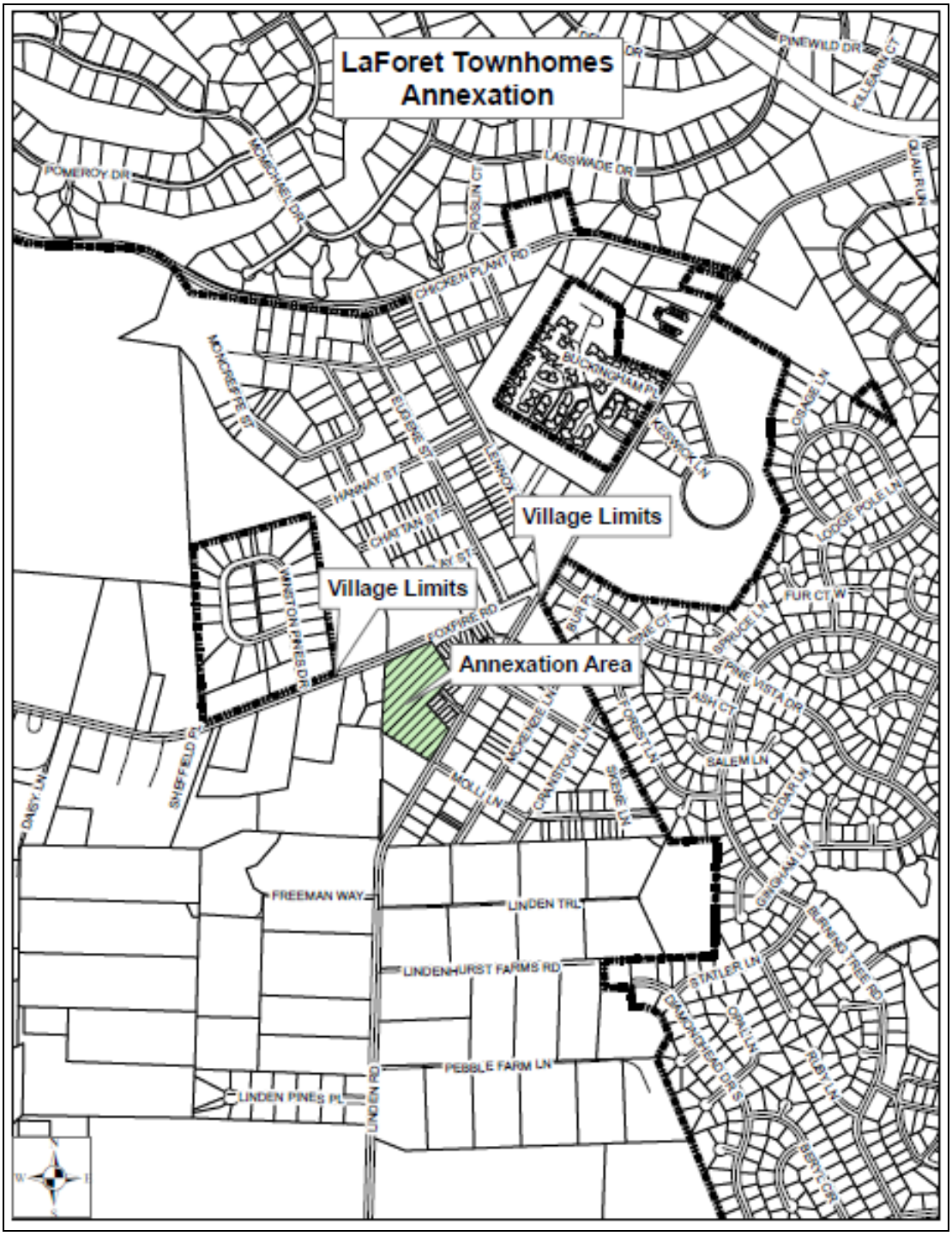
Current Zoning	R-MF: Residential Multi-Family
Contiguous to Existing Corporate Limits	No
Existing Use	Vacant
Proposed Use	Multi-Family

Governing Statutes/Annexation Agreements

The subject property (PID #98000634) is not contiguous to the Village's existing corporate limits and is on the Village of Pinehurst side of the annexation boundary line indicated in the January 14, 2010 annexation agreement between the Village of Pinehurst and Foxfire Village. Voluntary annexation for properties that are non-continuous to existing corporate limits are governed by NCGS 160A-58.1. This petition for voluntary annexation meets all of the requirements for annexation under NCGS 160A-58.1 and notification

requirements stated in the January 14, 2010 Village of Pinehurst and Foxfire Village annexation agreement have been met.

Vicinity Map



Associated Approvals

On February 26, 2019, the Village Council approved a General Concept Plan for the LaForet 40-unit townhome project for the subject property, with the following five (5) conditions:

1. Location of existing utilities be verified and the site plan be adjusted if need be.
2. The proposed townhomes be equipped with a fire suppression sprinkler system per requirement of the Fire Marshall.
3. All runoff from new impervious surface be directed to stormwater management areas.
4. Any proposed access to the site off LaForet Lane must be agreed upon by existing HOA and applicant.
5. ***Applicant must submit a request for a Watershed Special Intensity Allocation or a variance from the watershed requirements, in accordance with the provisions of the PDO, with the first Major Site Plan submittal to Village staff.***

In 2013, the Village Council adopted a Watershed Intensity Allocation Policy (Resolution 13-13) that states, "It shall be the policy of the Village of Pinehurst to only allocate Special Intensity Allocations to properties that are located within the corporate limits of Pinehurst or to properties which have an active voluntary annexation petition to the Village of Pinehurst." Because this property is not currently located in the Village's corporate limits, for development of the property to proceed the applicant is required to submit a voluntary petition for annexation prior to submitting the request for a Watershed Special Intensity Allocation.

In accordance with the Pinehurst Development Ordinance (PDO), Village staff will review the Major Site Plan submittal when received to ensure compliance with the Council approved General Concept Plan and the Village Council will also consider a Watershed Special Intensity Allocation request, per the condition placed by the Council on the General Concept Plan.

Staff Recommendation

Village staff recommend approval of the voluntary petition for annexation of the subject property.

The certified petition for voluntary annexation and the Village of Pinehurst's annexation agreement with Foxfire Village are included for Council's review and consideration.

4319/1118

Application for Voluntary Annexation Petition

(revised 3/14/17)

Location of Property: La Foret Townhomes

Moore County Tax Map and Parcel ID #: 98000634

Total area of the Property (acres): 6.95 acres

Property Owner Name Planet Development, LLC/DGH Management LLC Telephone: 9109447453

Address 675 S. Bennett Street, Ste. 4, Southern Pines NC 28387/ 335 Fields Drive, Aberdeen NC 28315

1. The undersigned DeAnna Burgess, being owner of all real property located within the area described in the attached metes and bounds description, requests that such area be annexed into the Village of Pinehurst, North Carolina.
2. The area to be annexed is located at * attached (Ex. A) a metes and bounds description of said property is attached hereto.
3. A map of the foregoing property, showing its relationship to the existing corporate limits of the Village is attached hereto.
4. A complete copy of the last deed of record is attached hereto.
5. Two (2) copies of a boundary survey of the property to be annexed, including the following information:
   a. the Moore County Tax Map and Parcel ID #:
   b. the total area of the property (in acres)
   c. the name and address of the property owner(s)
6. This petition is presented under the authority contained in G.S. 160A-31

Respectfully submitted this 20th day of May 2019

Attest DeAnna Burgess

Secretary

(Name): DeAnna Burgess - manager

(Address): 335 Fields Drive, Aberdeen NC 28315

(Owner/President): DeAnna Burgess

I, Beth Dunn, Clerk to the Village Council of the Village of Pinehurst, do hereby certify that the sufficiency of the above referenced petition has been checked and found to be in compliance with G.S. 160A-31.

Village Clerk: Beth Dunn Date: 5-29-19

EX. A

A certain tract or parcel of land lying and being in Mineral Springs Township, Moore County North Carolina and being more particularly described as follows:

Beginning at set iron pipe within the southern right-of-way of Foxfire Road, said point being located North 74-56-41 East 389.10 feet from a concrete monument at the Southeastern corner of the Winston Pines development as shown on map recorded in Plat Cabinet 17, Slide 930 Moore County Registry. Said point of beginning having North Carolina Grid Coordinates of North 1847978.02' and East 521390.76'; thence from the beginning with lines of Armstrong and Leninger as recorded in Deed Book 901, Page 272 and Deed Book 2164, Page 3 South 01-32-52 West 529.22 feet to a iron pipe, thence with the line of Brown as recorded in Deed Book 3897, Page 36 Moore County Registry South 58-13-26 East 400.17 feet to an iron pipe within the northwestern right-of-way of Linden Road, thence South 58-17-17 East 9.34 feet to a point within the right-of-way of Linden Road, thence along Linden Road North 31-32-34 East 250.95 feet to a point within the right-of-way of Linden Road, thence North 41-32-17 West 8.69 feet to a set iron pipe in the northwestern right-of-way of Linden Road, thence North 41-32-17 West 56.40 feet to a set iron pipe, thence North 41-32-17 West 82.50 feet to a set iron pipe, thence North 41-41-06 West 21.39 feet to a set iron pipe, thence North 41-40-47 West 85.98 feet to a set iron pipe, thence North 48-19-13 East 122.50 feet to a set concrete nail in a concrete driveway, thence North 34-08-37 East 67.98 feet to a number 5 rebar, thence North 49-16-03 East 93.13 feet to number 5 rebar, thence South 40-42-38 East 9.40 feet to a set iron pipe, thence North 24-23-29 West 93.38 feet to a concrete monument, thence North 33-25-13 West 252.57 feet to a number 5 rebar within the southern right-of-way of Foxfire Road, thence along Foxfire Road South 65-36-56 West 356.31 feet to the beginning containing 6.95 acres more or less and being all of the LaForet Townhomes property shown on map recorded in Plat Cabinet 7, Slide 79 Moore County Registry.

a/p

FOR REGISTRATION REGISTER OF DEEDS
JUDY D MARTIN
MOORE COUNTY, NC
2005 DEC 20 09:42:48 AM
BK:2946 PG:292-294 FEE:$20 00
INSTRUMENT # 2005025161

Excise Tax $ Recording Time, Book and Page

DRAFTED BY:
D.T. SCARBOROUGH III, ATTORNEY AT LAW
NO TITLE EXAMINATION
PO BOX 1669
PINEHURST, NC 28370

BRIEF DESCRIPTION FOR INDEX

Various Parcels

NORTH CAROLINA
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ~~22nd~~ 6th day of ~~July~~ December, 2005, by and between, **Alimax, LLC, a NC Limited Liability Company** (hereafter "Grantor"), and **Planet Development, LLC, a NC Limited Liability Company** (hereafter "Grantee") PO Box 5282, Pinehurst, NC 28374

mail to:

WITNESSETH:

The Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel (referred to in the singular, whether one or more) of land situated in/near the Village of Pinehurst, Mineral Springs and Sandhills Townships, Moore County, North Carolina and more particularly described as follows.

Parcel No. 1

Cotswold Site: All remaining acreage within that certain 20.85 acre tract and described in Book 1401 Page 0156 now owned by Grantor, excepting such parcels or tracts previously conveyed to

third parties, the descriptions of which are incorporated herein.

Parcel No. 2

Linden Pines Village Lots: Lot Nos. 1-R, 3-R, 6-R and 7-R, Replat of Linden Pines, as shown on plat thereof recorded in the Office of the Register of Deeds in Plat Cabinet 6 Slide 860.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1331 Page 0303.

Parcel No. 3

6.95 acres, La Foret Townhomes, as shown on plat thereof recorded in the Office of the Register of Deeds in Plat Cabinet 7 Slide 79.

Parcels Nos. 1, 2 and 3 are conveyed subject to a Deed of Trust to First Bank recorded in Book 1714, Page 0429. Lot Nos. 6-R and 7-R Linden Pines are conveyed subject to Memorandum of Purchase Agreement recorded in Book 2534 Page 0138 and a Deed of Trust to BSF Construction Company recorded in Book 2534 Page 0141.

Parcel No. 4

All contractual rights to the purchase of Lot No. 2107, Section 7, Phase 1, Pinewild Country Club of Pinehurst, as shown on plat thereof recorded in the Office of the Register of Deeds in Plat Cabinet 4 Slide 460, specifically including the assignment of all rights in that Future Advance Deed of Trust and the Memorandum of Purchase Agreement, and underlying Offer to Purchase and Contract, recorded in Book 1182 Pages 0249 & 0251 respectively.

This conveyance is made pursuant to that certain Consent Child Custody, Child Support, Alimony and Equitable Distribution Order / Judgment in Moore County File No. 01 CVD 492.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions noted herein.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, adopting the designation (SEAL) as his own, or if corporate, has caused this instrument to be signed in the corporate name by its duly authorized officers and its seal or a reasonable facsimile thereof to be hereunto affixed or impressed by authority of its Board of Directors, the day and year first above written.

Alimax, LLC

Debra S. Brenner, Manager

By: Debra S. Brenner, Manager

NORTH CAROLINA Moore COUNTY

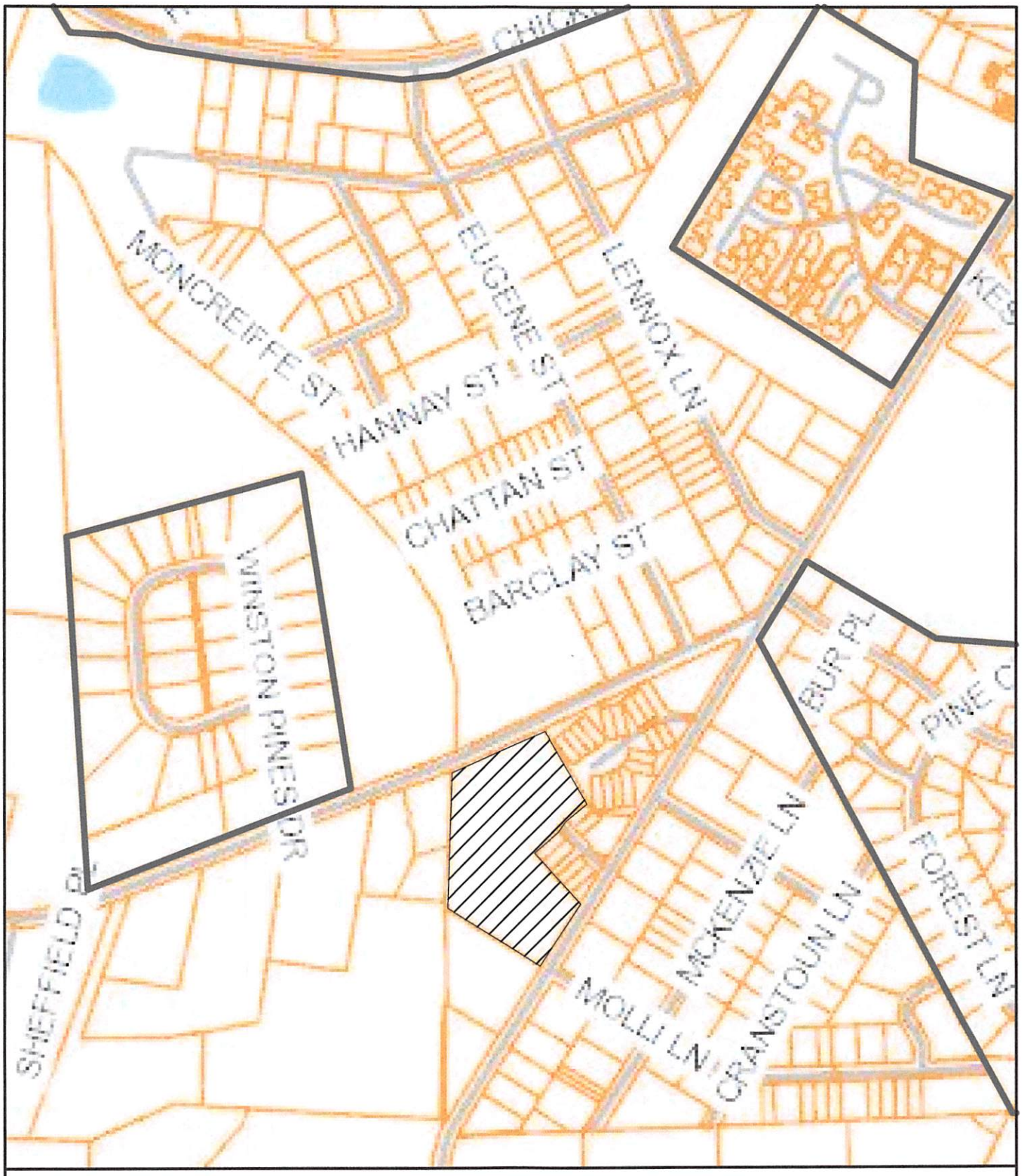
I, Notary Public of the County and State aforesaid, certify that Debra S. Brenner, Manager of Alimax, LLC, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of Alimax, LLC as its Manager. Witness my hand and official stamp or seal, this 6th day of December, 2005.

My commission expires: 6/09/2007

Cheryl N Fisher
Notary Public

CHERYL N. FISHER NOTARY PUBLIC MOORE COUNTY, N.C.

D \WP51\SWARDEED DOC

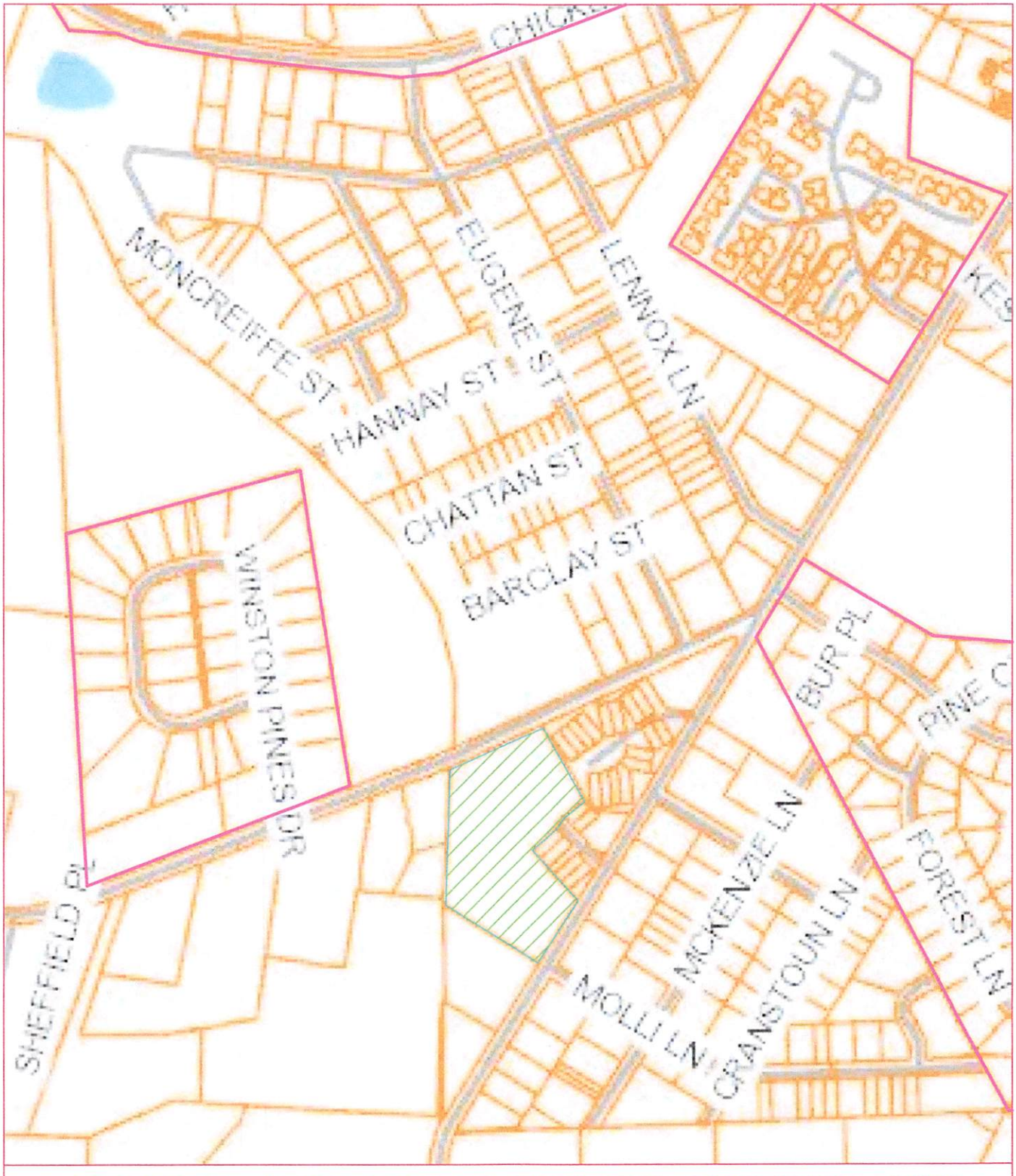


PROPERTY IN RELATION TO PINEHURST CORPORATE LIMITS

SCALE
1" = 500'

500' 250' 0' 500' 1000'

LEGEND
CORPORATE LIMIT
SUBJECT PROPERTY



PROPERTY IN RELATION TO PINEHURST CORPORATE LIMITS

SCALE
1" = 500'

500' 250' 0' 500' 1000'

LEGEND
CORPORATE LIMIT
SUBJECT PROPERTY

ORDINANCE #10-01:

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN FOXFIRE VILLAGE AND THE VILLAGE OF PINEHURST

THAT WHEREAS, a Public Hearing was held at 1:00 p.m. on December 15, 2009 in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in The Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering a proposed annexation agreement between the Village of Pinehurst and Foxfire Village, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed annexation agreement; and

WHEREAS, the Village Council, after considering all of the facts and circumstances surrounding the proposed annexation agreement, have determined that it is in the best interest of the Village of Pinehurst and the extraterritorial jurisdiction that the annexation agreement be approved;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in work session assembled on the 12th day of January, 2010, as follows:

SECTION 1. The "Annexation Agreement" between the Village of Pinehurst and Foxfire Village, attached hereto and incorporated herein, is hereby approved. The Village of Pinehurst Mayor is authorized to sign, and the Village Clerk is authorized to attest, this Agreement on behalf of the Village.

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

Adopted this 12th day of January, 2010.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
George P. Lane, Mayor

Attest:

_____
Linda S. Brown, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

STATE OF NORTH CAROLINA
COUNTY OF MOORE

ANNEXATION AGREEMENT

THAT WHEREAS, Foxfire Village ("Foxfire") and the Village of Pinehurst("Pinehurst"), duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 143 Part 6 of Article 4A of General Statutes Chapter 160A (hereinafter referred to as the "Act") authorizes municipalities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities; and

WHEREAS, both parties to this Agreement have adopted ordinances approving it following a public hearing by their respective governing bodies in accordance with G.S. 160A-58.24(c);

NOW, THEREFORE, Foxfire and Pinehurst hereby enter into this agreement this 14Th day of January 2010 as follows:

1. This Agreement shall terminate twenty (20) years after its effective date.

2. A. Foxfire may not annex any portion of the area designated as "Foxfire Non-Annexation Area" and shown on the map attached as "Exhibit A" hereto and incorporated herein. Nor may Foxfire extend its extraterritorial planning jurisdiction into such area pursuant to N.C.G.S. 160A-360 or any other general law or local act.

   B. Pinehurst may not annex any portion of the area designated as "Pinehurst Non-Annexation Area" and shown on the map attached as "Exhibit A" hereto and incorporated herein. Nor may Pinehurst extend its extraterritorial plan jurisdiction into such area pursuant to N.C.G.S. 160A-360 or any other general law or local act.

3. At least sixty (60) days before the adoption of any annexation ordinance, the participating municipality which is proposing any annexation shall give written notice to the other participating municipality of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, and shall clearly and accurately show the boundaries of the area to be annexed in relation to this Agreement, roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days. The participating municipality that is entitled to such notice may agree to waive the time period of the notice.

4. This Agreement may be modified or terminated by a subsequent agreement entered into by the participating municipalities. Any subsequent agreement shall be approved by ordinance after public hearings as required by G.S. 160A-58.24(d).

5. This Agreement shall not be binding beyond three miles of the primary corporate limits of a participating municipality, unless approved by the Moore County

Board of Commissioners. Provided, however, that an area where this Agreement is not binding because of failure of the Board of County Commissioners to approve it, shall become subject to this Agreement if subsequent annexation brings it within three miles. As provided in G.S. 160A-58.24(e), the approval of the Board of County Commissioners shall be evidenced by a resolution adopted after a public hearing. Notice of such hearing shall be published in accordance with 160A-31(c).

6. A participating municipality may unilaterally terminate or withdraw from this Agreement by repealing the ordinance which approved this Agreement and providing five years' written notice to the other participating municipality. Upon the expiration of the five-year period, this Agreement shall terminate.

7. From and after the effective date of this Agreement, no participating municipality may adopt an annexation ordinance as to all or any portion of an area in violation of the Act or this Agreement.

8. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

9. Any participating municipality which shall believe that a violation of the Act or this Agreement has occurred shall have available to it all remedies and relief authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

10. This writing contains the entire agreement between the participating municipalities.

IN WITNESS WHEREOF, the mayors of the participating municipalities have executed this Agreement, in duplicate, effective on the day and year first above written.

FOXFIRE VILLAGE

ATTEST:

Lisa A. Kwest
Village Clerk

BY: George Eichsen
Mayor

FOXFIRE VILLAGE INCORPORATED 1977 VILLAGE SEAL

VILLAGE OF PINEHURST

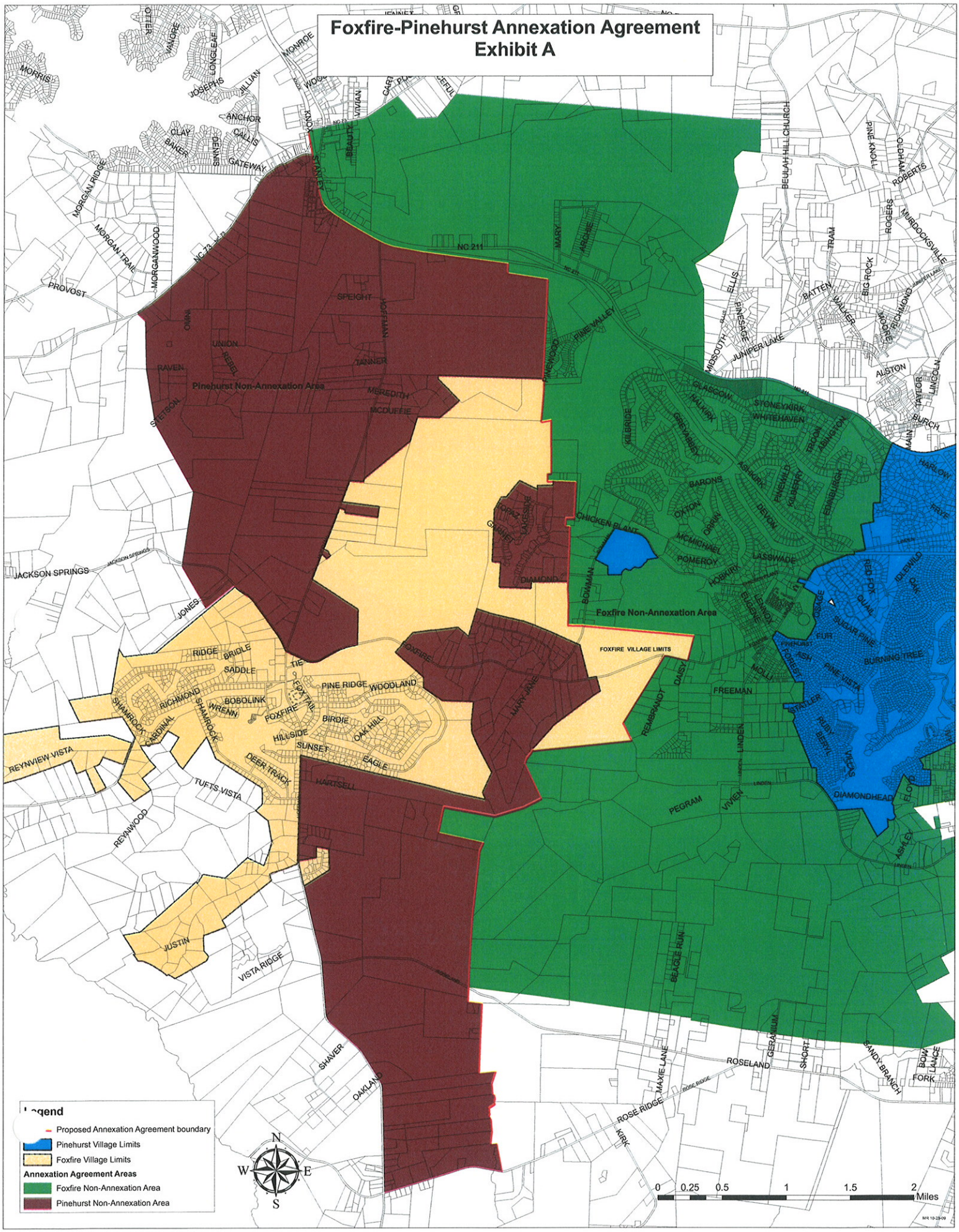
ATTEST:

Linda L. Brown
Village Clerk

VILLAGE OF PINEHURST CORPORATE SEAL NORTH CAROLINA

BY: Joyce Lane
Mayor

Foxfire-Pinehurst Annexation Agreement
Exhibit A



3 Town Hall Drive
Foxfire Village, North Carolina 27281

May 28, 2019

Natalie Hawkins, Assistant Village Manager
Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374

RE: Waiver of 60-day Notice Requirement

Dear Ms. Hawkins,

Thank you for your letter of May 21 requesting that Foxfire Village consider the Village of Pinehurst's request to waive the 60-day notice requirement prior to considering a voluntary annexation ordinance.

The Village Council met on May 24th and unanimously agreed to waive the 60-day notice requirement as allowed in Section 3 of the annexation agreement adopted January 14, 2010.

Please contact me should you require further information.

Sincerely,

E.M. McCue, III
Mayor

Cc: Foxfire Village Council
FILE

Phone 910-295-5107 ~ Fax 910-295-4841 ~ Village Clerk's Email: lkivett@foxfirenc.com ~ Website: www.foxfirenc.com

PUBLIC HEARING NO. 2

ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider an Official Zoning Map Amendment. This map amendment includes three parcels of land consisting of approximately 1.6 acres further identified as Moore County PID #'s 20040078, 20040080 and 20040387. This amendment would zone the properties R-MF (Residential Multi Family). The properties are currently zoned RD (Recreational Development) and R-MF (Residential Multi-Family). The property is part of the Fairwood Estates Planned Unit Development. The applicant and property owners are James O'Malley, David Shupp and Walter Hess.

FROM:
Alex Cameron

CC:
Darryn Burich, Planning & Inspections Director

DATE OF MEMO:
6/4/2019

MEMO DETAILS:
Please see the attached materials related to this public hearing.

ATTACHMENTS:

Description
Staff Report
Application
Fairwoods Estates Plan
Vicinity Map

1895

VILLAGE OF

PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To:	Mayor Fiorillo and Village Council
From:	Alex Cameron, Senior Planner
Cc:	Jeff Sanborn, Village Manager Natalie Hawkins, Assistant Village Manager Darryn Burich, Planning and Inspections Director Beth Dunn, Village Clerk
Date:	June 4, 2019
Subject:	Staff Report for the Proposed Rezoning of 3, 7 and 9 Granger Drive further identified as Moore County PID #'s 20040078, 20040080 and 20040387.

Applicant:	James O'Malley
Owners:	David Shupp and Walter Hess.
Property Location:	3, 7 & 9 Granger Dr.
Rezoning:	Current Zonings: RD (Recreation Development District) is established as a district in which the primary use of the land is predominantly reserved for privately owned recreation, clubhouses and support structures, natural or man-made bodies of water, resort complexes and other similar uses. R-MF (Residential Multi-Family District) is established as a district in which the principal use of land is for multi-family and/or single-family dwellings. This district is further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district. Proposed Zoning District: R-MF (Residential Multi-Family District) is established as a district in which the principal use of land is for multi-family and/or single-family dwellings. This district is further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.
Current Land Use:	One vacant lot at 3 Granger Dr. and two existing single family homes at 7 & 9 Granger Dr.
Proposed Land Use:	Continuation of the approved development known as Fairwoods Estates.

Proposal and Background:

The applicant requests an official zoning map amendment for a general use rezoning of three parcels currently zoned both RD (Recreational Development) and R-MF (Residential Multi-Family) to all R-MF. The parcels are included in the development known as "Fairwoods Estates" which is a residential unit development that received a major site plan approval from Village Council on May 20, 1996 (site layout plan attached). The "Fairwoods Estates" development is a single family residential development with zero lot lines where the residential lot generally follows the foundation footprint of the residential unit. The remaining area around the lot is in common ownership under the homeowners association.

Village staff received an inquiry from the applicant on the zoning of the property and why the zoning didn't match the rest of the area. Staff researched Village records on the property and could never find where the zoning was ever changed dating back to when the original development received major site plan approval from Village Council on May 20, 1996. Therefore, the applicant wished to have the zoning match the rest of the development area and submitted a request for a zoning map amendment.

Analysis:

The proposed zoning map amendment is to bring the subject parcels into the same zoning as the remaining area of the previously approved development.

The surrounding properties contain multiple zoning designations and land uses. (See the zoning map on the next page)

The property to the west is zoned R-MF and RD which is also part of the Fairwoods Estates development.

The properties to the north and east are zoned RD and are part of Pinehurst No. 7 Golf Course and include the clubhouse.

The adjacent properties to the south are also zoned R-MF and part of the Fairwoods Estates development.

Area Zoning Map

Planning and Zoning Board Action:

The Planning and Zoning Board considered this request and conducted a duly advertised public hearing on May 2, 2019. Mr. Shupp was present and explained the requested zoning map change as well as addressed any questions of the Board. Also present was Eric Eshelman, President of the homeowners association and he indicated support for the proposed rezoning.

After holding the public hearing on the proposed zoning map amendment, the Planning and Zoning Board voted to unanimously adopt the following statement of consistency with the 2010 Comprehensive Long Range Plan and recommend approval of the map amendment to Village Council:

> Page 59 of the 2010 Comprehensive Long Range Plan indicates that Pinehurst's residential neighborhoods are the backbone of the community and a major strategy should be to protect existing residential neighborhoods.
>
> This proposal would protect the existing and previously approved residential development as mentioned in the Comprehensive Plan. Achieving goals in accordance with the Comprehensive Plan and other planning documents of the village is considered reasonable and in the best interest of the public.

Staff Recommendation and Comprehensive Plan Consistency Statement:

The Planning Staff recommends approval of the rezoning request for PID #'s 20040078, 20040080 and 20040387 to R-MF (Residential Multi-Family) as submitted and recommends adoption of the consistency statement below.

The R-MF (Residential Multi-Family) District is established as a district in which the principal use of land is for multi-family and/or single-family dwellings. This district is further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district. Based on the surrounding zoning and built environment along with the previously approved Fairwoods Estates major site plan, the proposed amendment would be consistent with the existing adjacent uses and zoning.

Page 59 of the 2010 Comprehensive Long Range Plan indicates that Pinehurst's residential neighborhoods are the backbone of the community and a major strategy should be to protect existing residential neighborhoods.

This proposal would protect the existing and previously approved residential development as mentioned in the Comprehensive Plan. Achieving goals in accordance with the Comprehensive Plan and other planning documents of the village is considered reasonable and in the best interest of the public.

VILLAGE OF PINEHURST 1895

Application for Amendment to Zoning Map

(revised 3/14/17)

Applicant

Name: James O'Malley Telephone: 414-573-0855

Address: 890 Elm Grove Rd, Suite 207A Elm Grove, WI 53122 Email: JOmalley@omalleydevelopment.com

Signature: James O'Malley Date: 3/26/2019

Note: If more than one applicant, please provide a separate document listing all applicant information and their signatures.

20040078 856219626075 - 7 Granger Drive
20040080 856219626187 - 3 Granger Drive

Parcel ID #: 20040387 PIN 856219617904 - 9 Granger Drive

(attach separate list if necessary)

Present zoning classification: RD - Recreational Development

Requested zoning classification: RMF - Res Multi-Family

Current Land Use: Res Multi-Family

Number of parcels: 3 Approximate size of area: Total 1.7 Acres

Physical location of area: 3, 7 and 9 Granger Drive, Pinehurst, NC

Are public utilities available?: Yes

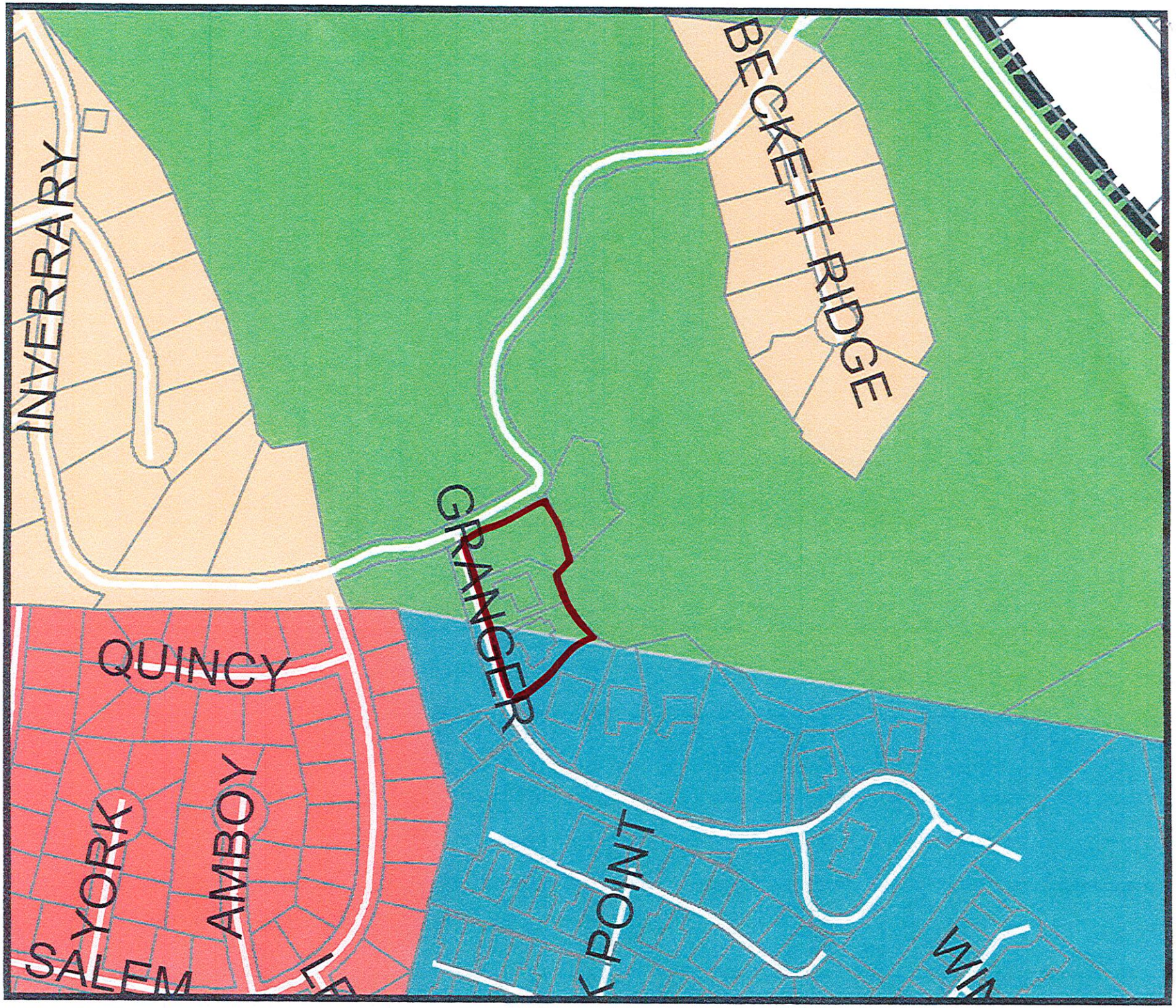
Reason for map amendment: Correct Zoning

Note to Applicant By signing and submitting this application you are hereby certifying that this application and submittal, including all additional items, to be complete and accurate.

I David R. Shupp of parcel ID # 20040080 and 20040078, and Walter Hess of parcel ID # 20040387, give James O'Malley permission to rezone our properties from RD-Recreational Development to RMF-Res Multi-Family

David R. Shupp David R Shupp 3/26/19
Date

Walter Hess Walter Hess 3/26/19
Date


INVERRARY
BECKETT RIDGE
GRANGER
QUINCY
YORK
AMBOY
SALEM
K POINT
WIN

R30 - Residential

R210 - Residential

R MF - Res Multi-Family - Want

ay VR - Village Residential

H - Hotel

HD - Hospital Development

NC - Neighborhood Commercial

OP - Office & Professional

PC - Public Conservation

RD - Recreational Development - Have

VC - Village Commercial

Appd
Rec'd
TFL
5-22-97

LEGEND

- 4' SAND CLAY WALK PATH
- LANDSCAPE AREA
- EXISTING SEWER W/ MANHOLE

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

REVISIONS	

HOBBS, UPCHURCH & ASSOCIATES, P.A.
CONSULTING ENGINEERS
SOUTHERN PINES, NORTH CAROLINA 28387

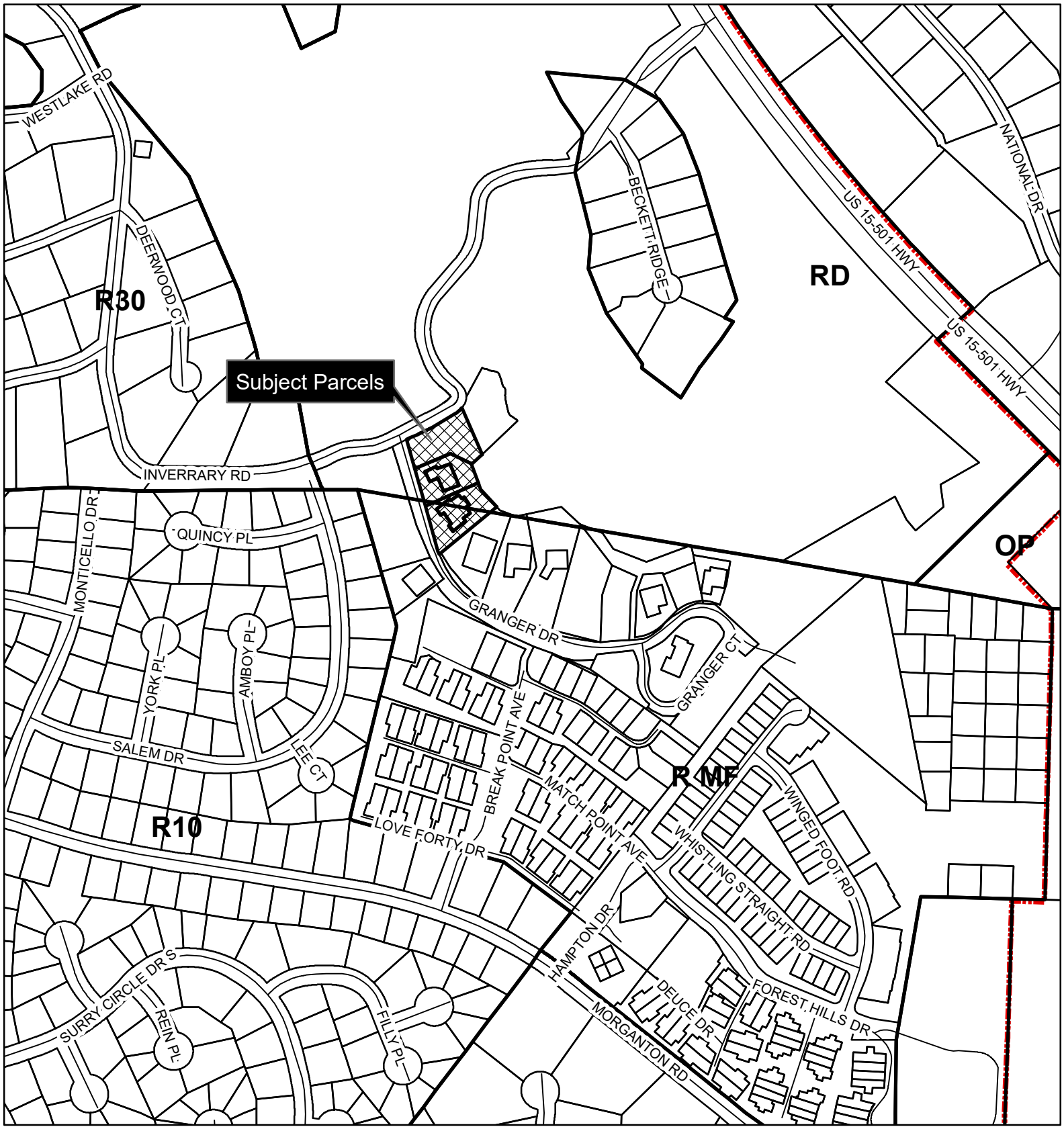
NORTH CAROLINA PROFESSIONAL SEAL 16636 ENGINEER DAVID T. UPCHURCH 4-24-97

FAIRWOODS ESTATES
UTILITIES, STREET & STORM
DRAINAGE IMPROVEMENTS
PINEHURST, NORTH CAROLINA

OVERALL LAYOUT PLAN

DATE:	APRIL 23 1997
DESIGNED:	PSW
DRAWN:	JWW
CHECKED:	PSW
SCALE:	1" = 80'
SHEET NO.	3
OF:	12

H:\H9701\10H\3 5-13-97 1:36:51 pm EST



Granger Drive Properties for Rezoning
Village Council June 11, 2019

N

0 0.03 0.06 0.12 0.18 0.24 Miles

1895
VILLAGE OF
PINEHURST

PUBLIC HEARING NO. 3

ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider a request by Moore County Schools for a Major Site Plan Review to allow for the construction of a new elementary school for the property at 100 Dundee Road, further identified by Moore County PID # 00024884. This property is located within the R-10 (High Density Residential) Zoning District.

FROM:
Alex Cameron, Senior Planner

CC:
Darryn Burich, Planning and Inspections Director

DATE OF MEMO:
6/4/2019

MEMO DETAILS:
Please see the attached materials related to this public hearing.

ATTACHMENTS:

Description
Staff Report
Application
Cover Sheet
Existing Conditions and Demo Plan
Site Plan
Grading Plan
Utility Plan
Play Area Plan
Trip Generation
Elevations and Floor Plans with Conceptual Site Plan

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To:	Mayor Fiorillo and Village Council
From:	Alex Cameron, Senior Planner
Cc:	Jeff Sanborn, Village Manager Natalie Hawkins, Assistant Village Manager Darryn Burich, Planning and Inspections Director Beth Dunn, Village Clerk
Date:	June 4, 2019
Subject:	Staff Report for Proposed Major Site Plan for Pinehurst Elementary School

Request

The applicant requests a Major Site Plan approval in order to construct a new elementary school with related infrastructure and associated facilities. In accordance with Section 9.16.1.5 of the Pinehurst Development Ordinance, all proposed Major Site Plans are reviewed by the Planning & Zoning Board and a Public Hearing is to be held. The Planning & Zoning Board must then submit its recommendation on the proposed Major Site Plan to the Village Council. The Village Council then reviews this information and can either approve, approve with conditions, or reject the site plan.

Project Profile

Applicant:	Moore County Schools
Owner:	Moore County Board of Education
Property Location:	100 Dundee Rd.
Zoning:	R-10: The R-10 High Density Residential District is established as a district in which the principal use of land is for high-density residential uses. This district is further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district Historic Preservation Overlay District
Land Area	± 12.65 total site
Current Land Use:	Pinehurst Elementary School with gymnasium, classrooms, playground, modular units, etc.

Project Setting

The site is currently the existing site of Pinehurst Elementary School. Moore County Schools has planned for the demolition of the existing site, placement of a temporary site at Rassie Wicker Park and the construction of a new school on this site to replace the existing school.

As you may recall, Moore County Schools received Major Site Plan review and approval by Village Council at their regular meeting last October to establish a temporary site at Rassie Wicker Park. Following approval of Village Council, Moore County Schools received full construction plan approval by the Technical Review Committee (TRC) and construction is well underway.

Moore County Schools has received a Certificate of Appropriateness (COA 18-92) from the Historic Preservation Commission (HPC) for the demolition of the existing buildings on the site in October of last year. In their last meeting on May 23rd, the HPC also voted to unanimously issue a COA for the proposed buildings with the new construction.

Demolition on the existing site is expected to take place after the school year is over while the setup and construction for the temporary site is being finalized.

The site is completely surrounded on all sides by properties zoned R-10. The properties that are located on the other side of Everette Rd. are zoned R-20. Nearly all the surrounding property consists of residential development except for the southwest side of the property which is the site of Community Presbyterian Church. Please see the included area zoning map.

In 2017, as part of a Conditional District Rezoning with a General Concept Plan, Community Presbyterian Church was granted a condition that allows the site to increase their maximum impervious coverage to go above 40% but not to exceed 56%.

Project Amenities

This proposed Major Site Plan for the new construction includes areas for classrooms, resources, art/computer classrooms, a media center, food service, administration and gymnasium. Other related infrastructure including parking, student drop-off, walkways, etc. are also included.

Watershed Area

This project is located within a watershed protection area. However, due to the fact that there is existing development prior to June 21, 1993 and the additional impervious will contain less than 24%, this proposal does not trigger any additional regulations or restrictions.

Dimensional Criteria

The proposed major site plan complies with the dimensional criteria of the R-10 Zoning District relating to the building setback as well as the buffering requirements.

A variance from the Zoning Board of Adjustment was granted for the proposed building height which exceeds the maximum allowed height of 35' for the R-10 Zoning District.

This proposal does include an estimated impervious surface coverage of 45% which does exceed the maximum allowed impervious coverage of 40% for the R-10 Zoning District. Either a variance will need to be issued to go over 40% impervious coverage or the site plan will need to be adjusted to comply with this regulation. The owner/applicant has submitted an application and is scheduled to go before the Zoning Board of Adjustment on June 6, 2019.

Infrastructure and Zoning Criteria

The R-10 Zoning District does allow a school as an allowable use so long as the facilities are located on sites of five acres or greater and the site has direct primary access to a major collector or thoroughfare street.

Adequate water and sewer is available to the site to meet both domestic and fire protection requirements.

The current plan indicates one stormwater control measure on-site. The system will be designed and constructed in accordance with the NCDEQ Stormwater Design Manual and the Village of Pinehurst Engineering Standards and Specifications Manual and may be subject to change to meet those requirements.

A Soil and Erosion Control Permit will need to be obtained from NCDEQ since the area of disturbance is greater than one acre.

The proposed Major Site Plan has been reviewed by the Technical Review Committee and deemed to be compliant.

Planning and Zoning Board Action

The Planning and Zoning Board held a special meeting on May 22nd and held a public hearing on the Major Site Plan and review of the General Concept Plan. Areas of concern that residents addressed included, impact on the roads and existing, mature trees, enhanced landscape buffers along adjacent residential properties, fencing around the stormwater basin, the size of the building in relation to the size of the lot and traffic along Dundee and Kelly Roads.

Following the public hearing, the Planning and Zoning Board voted 5 to 1 to recommend approval of the Major Site Plan with the following conditions:

1. The impervious surface coverage cannot exceed the maximum allowable 40% or a variance must be granted by the Board of Adjustment;
2. The applicant provide site triangles at the intersection and driveways at Dundee and Kelly Roads;
3. The applicant provide enhanced landscaping buffers along the northeast and southeast side of the site and;
4. Provide the existing hard surface coverage that currently exists on the site.
   *Items #2, 3 & 4 are to be provided with full construction plan submittal to the TRC.

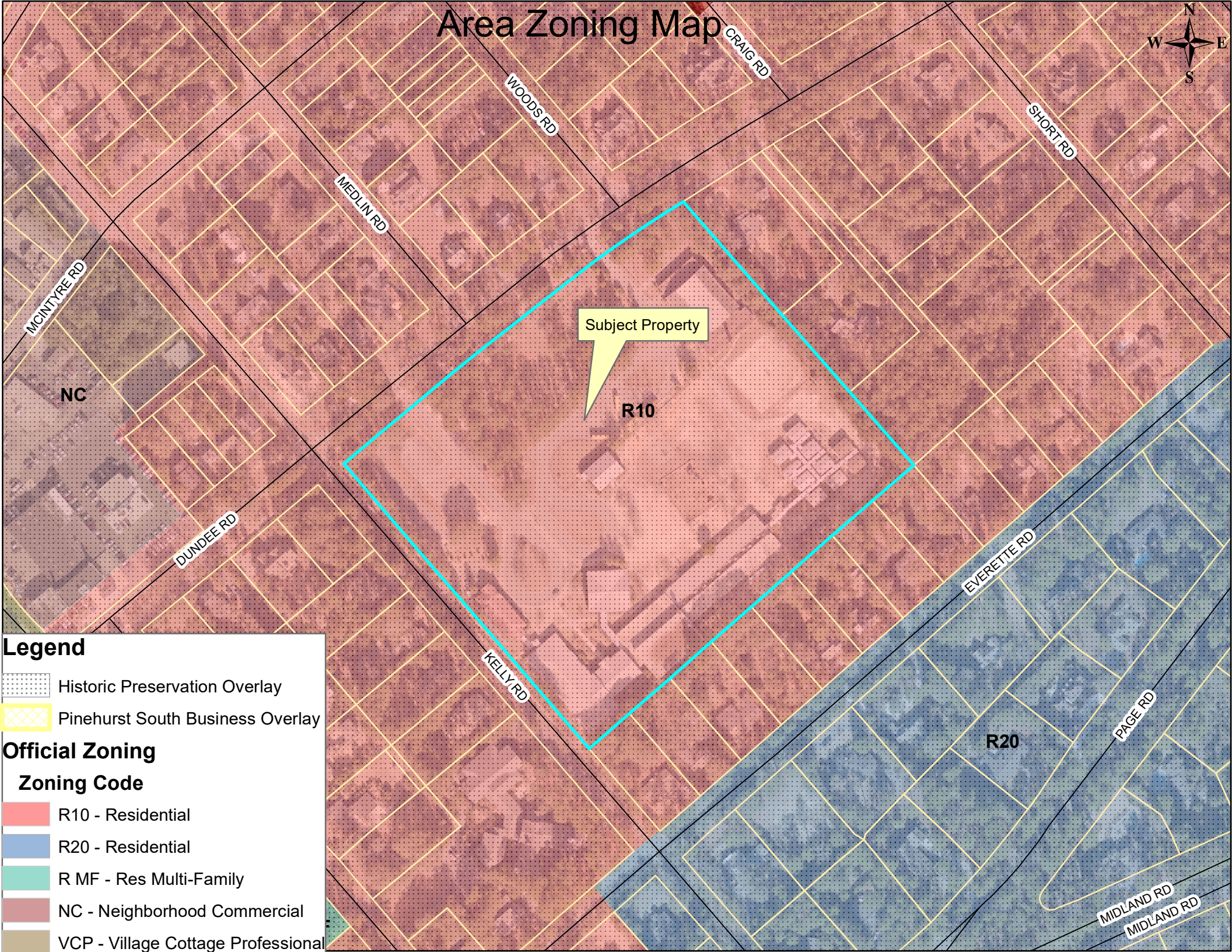
Following the Planning and Zoning Board special meeting, the applicant has provided an updated site plan that indicates the existing impervious coverage as well as site triangles that were asked of by the Planning and Zoning Board. The updated plan is included in your packet. Also, John Birath, Executive Officer for Operations with Moore County Schools, indicated he would be glad to provide extra landscaping along the northeast and southeast sides of the site where the property abuts residential properties.

Staff Recommendation

Staff recommends approval of this proposal with two conditions:

1. The impervious surface coverage cannot exceed the maximum allowable 40% OR a variance must be granted by the Zoning Board of Adjustment. (Pending action by the Zoning Board of Adjustment in the June 6, 2019 meeting)
2. The applicant will provide enhanced landscaping along the property line abutting adjacent residential properties.

Area Zoning Map



Application for Site Plan Approval

(revised 3/14/17)

Minor Site Plan (less than two acres disturbed) $400.00
Major Site Plan $600.00 + $100.00 (two or more acres disturbed)

PROJECT NAME: Pinehurst Elementary Schoo1

PROJECT DESCRIPTION:

Location: 100 Dundee Road, Pinehurst, NC Parcel ID#: 0024884

Land Use: Elementary School Site Acreage: 12.65 Zoning District: R10

Overlay District:

Urban Transition Highway Corridor: No

Urban/Village Highway Corridor: No

Historic District: Yes ☑ No ☐

Does Site Contain Floodplain: Yes ☐ No ☑ Does Site Contain Wetlands: Yes ☐ No ☑

Impervious Surface (%): 45% Watershed: 2 ☐ 3 ☑

Building Square Feet: 118,294 sf Total: 118,294 sf First Floor: 83,852 sf

PROPERTY OWNER:

Name: Moore County Schools

Address: 5277 Hwy 15-501 South, Carthage, NC 28327

CONTACT PERSON:

Name: John Birath Telephone: 910-947-2976 Ext. 100230

Address: 5277 Hwy 15-501 South, Carthage, NC 28327 Email: jbirath@ncmcs.org

INFRASTRUCTURE:

Water:	Public	166 l.f.	Private	2,561 l.f.
Sewer:	Public	121 l.f.	Private	922 l.f.
Streets:	Public	0 l.f.	Private	0 l.f.

APPLICANT:

Name: CLH Design, P.A. Telephone: 919-319-6716

Contact Person Renee Pfeifer, PLA Signature

Address 400 Regency Forest Drive, Suite 120 Cary, NC 27518

SIGNAGE:

All signage except the Address Identification Sign requires separate sign applications.

PINEHURST ELEMENTARY SCHOOL

GENERAL CONCEPT PLAN RESUBMITTAL

100 DUNDEE RD
PINEHURST, NC 28374
CLH DESIGN PROJECT NUMBER: 18-126

INDEX OF DRAWINGS

CIVIL

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C-100	STAKING PLAN
C-102	PLAY AREA ENLARGEMENT
C-200	EXISTING CONDITIONS AND DEMO PLAN
C-300	GRADING PLAN
C-500	UTILITY PLAN
A-201	BUILDING ELEVATIONS- COMPOSITE

OWNER & DESIGNER INFORMATION

LAND OWNER:	MOORE COUNTY SCHOOLS
OWNER CONTACT:	JOHN BIRATH 5277 HWY 15-501 S CARTHAGE, NC 28327 910-947-2976 EXT. 100230
DESIGNER:	CLH DESIGN, PA
DESIGNER CONTACT:	RENEE PFEIFER REGENCY PARK 400 REGENCY FOREST DR., SUITE 120 CARY, NC 27518 PHONE: 919-319-6716 FAX: 919-319-7516

PROPERTY DEED BOOK AND PAGE: DB 2717 PG 121

SITE DATA

PROJECT:	PINEHURST ELEMENTARY SCHOOL
OWNER: OWNER CONTACT:	MOORE COUNTY SCHOOLS JOHN BIRATH 910-947-2976 EXT. 100230 5277 HWY 15-501 SOUTH CARTHAGE, NC 28327
DESIGNER: DESIGNER CONTACT:	CLH DESIGN, PA RENEE PFEIFER REGENCY PARK 400 REGENCY FOREST DR., SUITE 120 CARY, NC 27518 PHONE: 919-319-6716 EMAIL: RPFEIFER@CLHDESIGNPA.COM
PROJECT ADDRESS:	100 DUNDEE ROAD PINEHURST, NC 28374
PIN:	856205186101
PARCEL ID:	0024884
CURRENT ZONING:	R-10
DEED BOOK/PAGE:	2717/121
EXISTING USE:	ELEMENTARY SCHOOL
PROPOSED USE:	ELEMENTARY SCHOOL
TRACT AREA:	12.65 ACRES
DISTURBED AREA:	13 ACRES
PROPOSED BUILDING SQUARE FOOTAGE:	118,294 SF (TOTALING ALL 2 FLOORS)
PROPOSED USE SQUARE FOOTAGES:	GENERAL CLASSROOMS- 42,388 SF RESOURCES/ EXCEPTIONAL- 5,292 SF ARTS/COMPUTER CLASSROOMS- 6,356 SF MEDIA CENTER- 4,335 SF FOOD SERVICE- 6,840 SF PHYSICAL EDUCATION- 9,392 SF ADMINISTRATION- 7,573 SF MISC (CIRCULATION, MECH RMS, TOILETS, ETC.)- 36,118 SF
REQUIRED MAXIMUM BUILDING HEIGHT: PROPOSED BUILDING HEIGHT:	35' 45' (2 STORIES WILL NEED A VARIANCE FOR BUILDING HEIGHT)
NUMBER OF SITE SIGNS:	34 (THIS INCLUDES THE MONUMENT SIGN, THE DIRECTIONAL SIGNAGE AND THE TRAFFIC SIGNAGE)
OFF-STREET PARKING REQUIREMENTS:	ELEMENTARY SCHOOL 2 PARKING SPACES PER CLASSROOM
NUMBER OF CLASSROOMS PARKING REQUIRED: PARKING PROVIDED:	51 102 (2 X 51) 120 SPACES
TOTAL H/C SPACES REQ'D: TOTAL H/C SPACES PROVIDED:	5 (WITH 1 BEING VAN ACCESSIBLE) 8 (WITH 3 BEING VAN ACCESSIBLE)
BUS PARKING: BIKE PARKING:	6 BUS PARKING SPACES PROVIDED. 3 BIKE RACKS PROVIDED TO ACCOMMODATE 6 BIKES.
REQUIRED BUILDING SETBACKS:	FRONT 30' SIDE 20' REAR 25' SIDE STREET 20'
WATERSHED:	WATERSHED III, NICKS CREEK
RIVER BASIN:	CAPE FEAR
HWQ:	NO
1993 EXISTING BUILT UPON AREA:	4.25 ACRES OR 185,033 SF
CURRENT EXISTING BUILT UPON AREA:	5.02 ACRES OR 218,836 SF
PROPOSED BUILT UPON AREA: (FULL BUILD-OUT)	5.69 ACRES OR 247,965 SF- 45% PROPOSED BUILT UPON AREA
ALLOWABLE BUILT UPON AREA:	40% MAXIMUM IN R-10 ZONING DISTRICT- A VARIANCE WILL BE REQUIRED BY THE BOARD OF ADJUSTMENT TO INCREASE THE MAXIMUM IMPERVIOUS REQUIREMENT IN THE R-10 ZONING DISTRICT.
SPECIAL INTENSITY ALLOCATION TABLE:	
1993 EXISTING BUILT UPON AREA:	4.25 ACRES
TOTAL SITE ACREAGE:	12.65 ACRES
REMAINING BALANCE OF THE SITE:	12.65 – 4.25 = 8.40 ACRES
24% OF THE BALANCE OF THE SITE: MAXIMUM ALLOWED BUILT UPON AREA:	8.4 ACRES X 24% = 2.02 ACRES 2.02 ACRES + 4.25 ACRES = 6.27 ACRES
PROPOSED BUILT UPON AREA:	5.69 ACRES – THE PROPOSED BUILT UPON AREA DOES NOT EXCEED THE MAXIMUM ALLOWABLE BUILT UPON AREA, THEREFORE A SPECIAL INTENSITY ALLOCATION IS NOT REQUIRED.
TYPE OF CONSTRUCTION:	SCHOOL BUILDING: II-B
AUTOMATIC FIRE SPRINKLER:	SCHOOL BUILDING: YES

VICINITY MAP

N.T.S

PINEHURST ELEMENTARY
100 Dundee Road
Pinehurst, NC 28374

Owner
Moore County Schools
Highway 15-501 South
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910-947-2976

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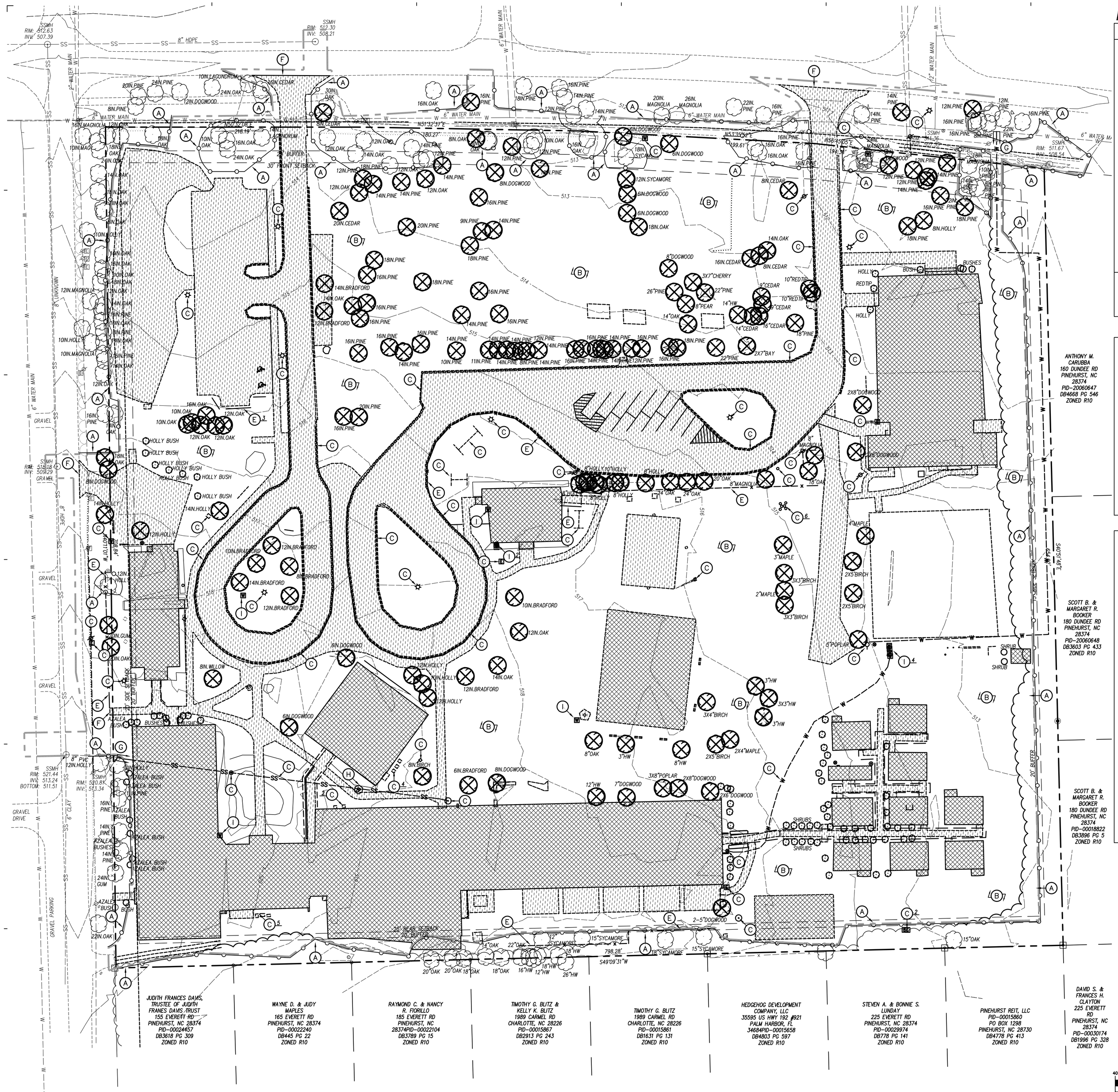
PROJECT NO. 02000.000

SHEET TITLE
COVER

SHEET NUMBER
C-001



LEGEND

STRUCTURES/UTILITIES TO BE REMOVED		STRUCTURES/UTILITIES TO REMAIN	
OVERHEAD ELECTRICAL	E	OVERHEAD ELECTRICAL	E
UNDERGROUND ELECTRICAL	UE	UNDERGROUND ELECTRICAL	UE
FIRE PROTECTION	FP	FIRE PROTECTION	FP
GAS	G	GAS	G
SANITARY SEWER	SS	SANITARY SEWER	SS
TELEPHONE	T	TELEPHONE	T
UNDERGROUND TELEPHONE	UT	UNDERGROUND TELEPHONE	UT
FIBER OPTIC	FO	FIBER OPTIC	FO
WATER	W	WATER	W
FORCE MAIN	FM	FORCE MAIN	FM
STORM DRAIN		STORM DRAIN	
INDIVIDUAL TREE TO BE REMOVED.		INDIVIDUAL TREE TO REMAIN.	
LIGHT POLE	LP	LIGHT POLE	LP
UTILITY POLE	PP	UTILITY POLE	PP
MANHOLE	MH	MANHOLE	MH
CLEAN OUT	CO	CLEAN OUT	CO
DROP INLET,CATCH BASIN	DI, CB	DROP INLET,CATCH BASIN	DI, CB
FIRE HYDRANT	FH	FIRE HYDRANT	FH
WATER VALVE	WV	WATER VALVE	WV
CONSTR./CLEARING LIMITS		PAVEMENT, S/W, C&G TO BE REMOVED.	
TREE PROTECTION FENCE		BUILDING/STRUCTURE TO BE REMOVED. SEE ARCHITECTURAL PLANS.	

KEY NOTES

- (A) TEMPORARY TREE PROTECTION FENCE, SEE DETAIL SHEET ___.
- (B) CLEAR AND GRUB, STRIP TOPSOIL WITHIN CONSTRUCTION LIMITS.
- (C) REMOVE STRUCTURE/UTILITY.
- (D) EXISTING UTILITY LINE/STRUCTURE TO BE REMOVED/RELOCATED BY LOCAL UTILITY COMPANY. LOCAL UTILITY COMPANY SHALL DETERMINE THE LIMITS AND EXTENT OF REMOVAL/RELOCATION OF UTILITIES REQUIRED FOR NEW CONSTRUCTION. COORDINATE SCHEDULE AND WORK WITH LOCAL UTILITY COMPANY AND ARCHITECT/OWNER.
- (E) REMOVE FENCE.
- (F) SAW CUT AND REMOVE EXISTING PAVEMENT, CONCRETE AND SIDEWALK.
- (G) CAP AND ABANDON UTILITY IN ACCORDANCE WITH SPECIFICATIONS.
- (H) ABANDON EXISTING WELL AND SUBMIT REQUIRED DOCUMENTS IN ACCORDANCE WITH NC WELL CONSTRUCTION RULES (15A NCAC 02C). REMOVE ALL MATERIALS TO AT LEAST 5-FT BELOW FINISH GRADE.
- (I) CONTRACTOR SHALL VERIFY EXISTING WATER SERVICE LOCATION AND REMOVE TO PUBLIC WATER MAIN IN RIGHT OF WAY.

GENERAL NOTES

1. ALL EXISTING STRUCTURES AND UTILITIES SHALL BE REMOVED AS NEEDED TO ALLOW NEW CONSTRUCTION. IN GENERAL, FEATURES INDICATED IN BOLD ON THIS PLAN SHALL BE REMOVED.
2. ALL PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAW CUT TO PROVIDE A STRAIGHT AND UNIFORM JOINT FOR NEW PAVEMENT, SIDEWALK, OR CURB AND GUTTER, ETC. ANY EXISTING PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. THAT MUST BE REMOVED TO ALLOW NEW CONSTRUCTION SHALL BE REMOVED AND REPAIRED PER THE SPECIFICATIONS AND DETAILS OR TO MATCH PRE-CONSTRUCTION CONDITIONS (WHETHER OR NOT SHOWN ON THE DRAWINGS TO BE REMOVED).
3. ALL UTILITIES OR STRUCTURES NOT INDICATED FOR REMOVAL OR MODIFICATION ARE TO REMAIN AND BE PROTECTED FROM DAMAGE.
4. ALL WASTE MATERIAL GENERATED FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS.
5. EXISTING SITE BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION WAS TAKEN FROM SURVEY BY LKC ENGINEERING, PLLC, PERFORMED AUGUST 2018. THESE PLANS DO NOT ASSUME ANY LIABILITY FOR ANY EXISTING INFORMATION BOTH SHOWN AND NOT SHOWN ON THE SURVEY AND ANY CHANGES TO THE EXISTING CONDITIONS THAT MAY HAVE OCCURRED AFTER THE SURVEY WAS ISSUED. CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.
6. INSTALL TREE PROTECTION FENCING PRIOR TO BEGINNING CLEARING OPERATIONS. CLEAR AND GRUB ALL AREAS AS SHOWN AND REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION PER SPECIFICATIONS AND DRAWINGS. EXISTING TREES, SHRUBS OR OTHER LANDSCAPE MATERIAL WHICH WILL CONFLICT WITH NEW CONSTRUCTION SHALL BE REMOVED (WHETHER OR NOT SHOWN ON THE DRAWINGS). ALL CONTRACTORS SHALL VISIT THE SITE AND OBSERVE EXISTING CONDITIONS PRIOR TO BIDDING.
7. TO MINIMIZE DAMAGE TO EXISTING TREES NEAR THE INTERIOR EDGE OF CLEARING LIMITS, THE CONTRACTOR SHALL CUT 2-FT DEEP TRENCHES ALONG THE LIMITS OF DISTURBANCE, SO AS TO CUT, RATHER THAN TEAR ROOTS.
8. PRIOR TO DEMOLISHING EXISTING STRUCTURES, MAKE AN INSPECTION FOR ANY HAZARDOUS MATERIALS. CONTACT ARCHITECT IMMEDIATELY IF ANY HAZARDOUS MATERIALS ARE DISCOVERED. CAP AND REMOVE UTILITY SERVICES, FUEL TANKS AND SEPTIC SYSTEMS. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
9. VERIFY ALL ILLUSTRATED UNDERGROUND ELEMENTS/UTILITIES. EXERCISE REASONABLE EFFORTS TO PROTECT ANY UNKNOWN UNDERGROUND ELEMENTS/UTILITIES. NOTIFY THE ARCHITECT IMMEDIATELY IF UNKNOWN ELEMENTS/UTILITIES ARE DISCOVERED THAT WOULD NECESSITATE MODIFICATION TO THE PROPOSED DESIGN.
10. CONTACT UTILITY LOCATING SERVICE AT LEAST 48-HRS PRIOR TO EXCAVATION.
11. PROTECT ALL ADJACENT PROPERTIES, THE GENERAL PUBLIC AND ALL OF THE OWNER'S FACILITIES. SHOULD DAMAGES OCCUR, REPAIR IMMEDIATELY AS DIRECTED BY THE ARCHITECT.
12. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL VILLAGE OF PINEHURST AND/OR NCDOT STANDARDS AND SPECIFICATIONS.
13. ALL EXISTING VAULTS, MANHOLES, STORM DRAIN STRUCTURES, CLEANOUTS, ETC. SHALL BE ADJUSTED AS NEEDED TO MATCH FINISH GRADE.
14. DEMOLITION AND PATCHING OF PAVEMENT, SIDEWALK, CURB AND GUTTER AND OTHER EXISTING PAVED SURFACES IN ADDITION TO THAT INDICATED ON THIS PLAN SHALL BE PERFORMED AS REQUIRED TO CONSTRUCT AND INSTALL NEW UTILITIES. ALL SUCH DEMOLITION AND PATCHING SHALL BE INCLUDED IN THE BASE BID SCOPE OF WORK. SEE SHEET ___ FOR PAVEMENT REPAIR DETAILS.
15. THIS SITE IS NOT LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS AS DETERMINED BY FEMA AND DEPICTED ON F.I.R.M. MAP 3710856200J, DATED 10/17/2006 AS BEING WITHIN ZONE "X-OTHER AREA".
16. NO WORK SHALL BE PERFORMED ON RIGHT-OF-WAYS OR ADJACENT PROPERTIES UNTIL THE OWNER NOTIFIES CONTRACTOR IN WRITING OF PROCUREMENT OF APPROPRIATE PERMITS, EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY.

PINEHURST ELEMENTARY

100 Dundee Road
Pinehurst, NC 28374

Owner
Moore County Schools
Highway 15-501 South
Carthage, NC 28327
910-947-2976

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7	NCDEQ EROSION CONTROL SUBMITTAL	5/23/19

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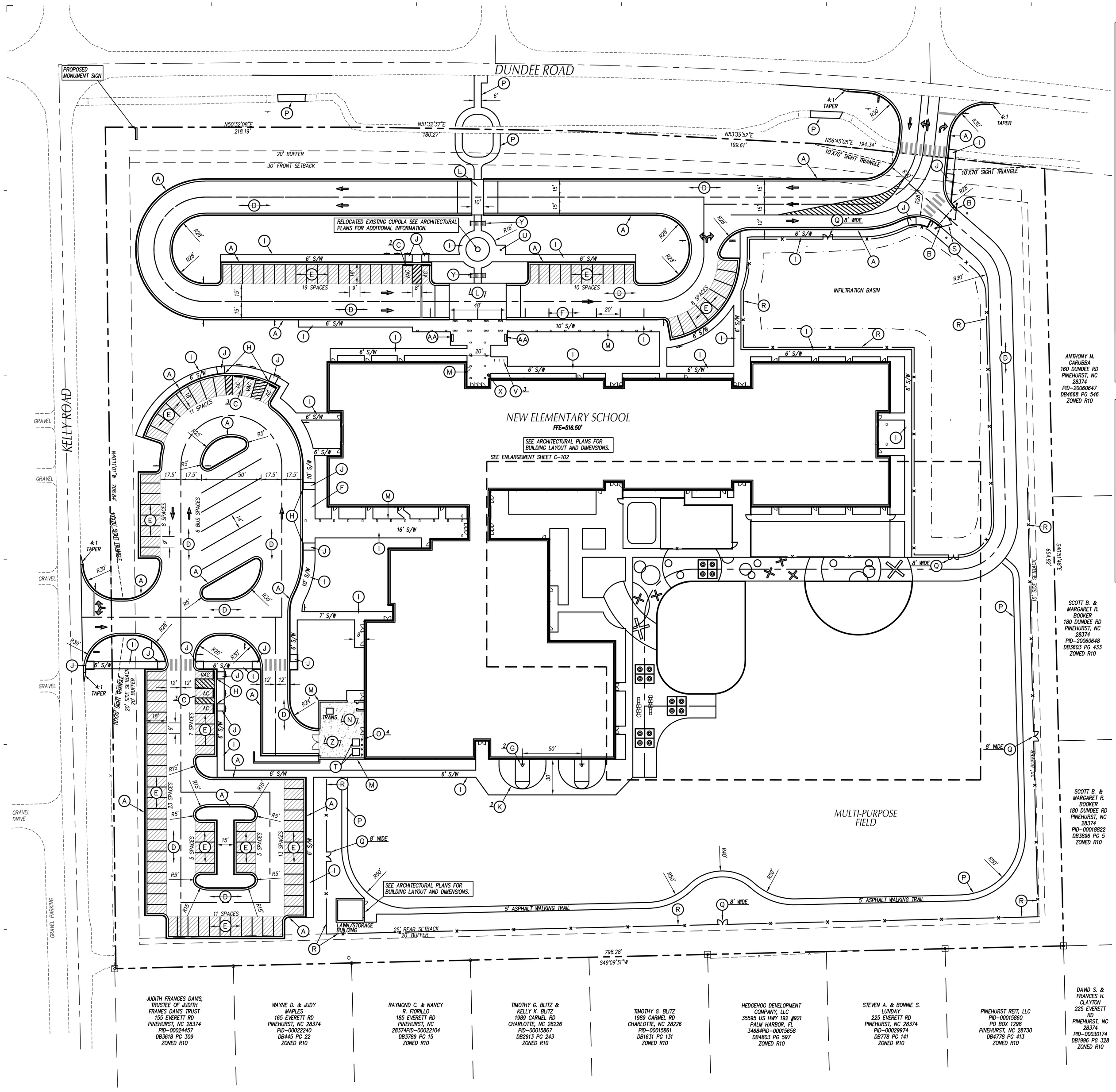
PROJECT NO. 02000.000

SHEET TITLE

EXISTING CONDITIONS & DEMOLITION PLAN

SHEET NUMBER

C-200



KEY NOTES

- (A) 24" CURB & GUTTER, SEE DETAIL SHEET C-603.
- (B) STANDARD CURB & GUTTER TERMINUS, SEE DETAIL SHEET C-603.
- (C) CONCRETE WHEELSTOP, SEE DETAIL SHEET C-XXX & SIGNAGE AND STRIPING PLAN.
- (D) "HEAVY" DUTY ASPHALT PAVEMENT, SEE DETAIL SHEET C-604.
- (E) "LIGHT" DUTY ASPHALT PAVEMENT, SEE DETAIL SHEET C-604.
- (F) PASSENGER LOADING ZONE, SEE DETAIL SHEET C-XXX.
- (G) BASKETBALL GOAL, SEE SPECIFICATIONS.
- (H) CONCRETE FLUSH WITH PAVEMENT, SEE DETAIL SHEET C-XXX.
- (I) CONCRETE SIDEWALK, SEE DETAIL SHEET C-603.
- (J) ACCESSIBLE CURB RAMP, SEE DETAIL SHEET C-XXX.
- (K) BASKETBALL STRIPING, SEE SHEET C-102.
- (L) RAISED CROSSWALK SEE DETAIL C-XXX.
- (M) SEE ARCHITECTURAL PLANS FOR CANOPY, SCREEN AND STRUCTURAL WALLS, BUILDING COLUMNS, GUARDRAILS AND BOLLARDS.
- (N) CONCRETE SERVICE COURT WITH MECHANICAL EQUIPMENT, SEE MECHANICAL PLANS FOR EQUIPMENT LAYOUT AND RELATED INFORMATION.
- (O) STEEL BOLLARD, SEE DETAIL SHEET C-XXX.
- (P) GRAVEL SCREENING, SEE GREENWAY DETAIL ON SHEET C-603.
- (Q) ORNAMENTAL ALUMINUM GATE, SEE DETAIL SHEET C-XXX.
- (R) 4' HIGH ORNAMENTAL ALUMINUM FENCE, SEE DETAIL SHEET C-XXX.
- (S) LOCKED PIPE GATE, SEE DETAIL SHEET C-XXX.
- (T) DUMPSTER, PROVIDED BY OWNER.
- (U) 25' TALL FLAGPOLE, SEE DETAIL SHEET C-XXX.
- (V) BIKE RACK, SEE SPECIFICATIONS.
- (W) NOT USED.
- (X) TRASH RECEPTACLE, SEE SPECIFICATIONS.
- (Y) ADD ALTERNATE- ARBORS, SEE ARCHITECTURAL PLANS.
- (Z) CONCRETE PAVEMENT, SEE DETAIL SHEET C07.03.
- (AA) STANDARD BENCH, SEE SPECIFICATIONS.
- (BB) NOT USED.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL VILLAGE OF PINEHURST AND NCDOT STANDARDS AND SPECIFICATIONS.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB AND FACE OF BUILDING WALL, UNLESS OTHERWISE SHOWN.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS SHOWN AND CONTACT THE ARCHITECT IF ANY DISCREPANCIES OCCUR.
4. CONSTRUCTION STAKE OUT IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
6. ALL FACE OF RADIUS" ARE 4 FT UNLESS OTHERWISE SHOWN.
7. ALL PARKING SPACES SHALL BE 9' WIDE X 18 FT DEEP MIN.
8. (AC) DENOTES ACCESSIBLE PARKING SPACE.
9. (VAC) DENOTES VAN ACCESSIBLE PARKING SPACE.
10. ANY AND ALL LANDSCAPING, EXISTING TREES OR SHRUBS TO REMAIN WHICH ARE DAMAGED DURING DEMOLITION OR CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR UTILIZING A LICENSED LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
11. CONTRACTOR SHALL SUBMIT SCALED PLANS OF ALL SCORING/JOINTS FOR APPROVAL BY ARCHITECT 30 DAYS MINIMUM PRIOR TO INSTALLATION.
12. THE CROSS-SLOPE ON ALL SIDEWALKS SHALL BE A MAXIMUM OF 2.0%
13. NO WORK SHALL BE PERFORMED ON RIGHT-OF-WAYS OR ADJACENT PROPERTIES UNTIL THE OWNER NOTIFIES CONTRACTOR IN WRITING OF PROCUREMENT OF APPROPRIATE PERMITS, EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY.
14. NO ROADWAY/SIGNAL IMPROVEMENTS FOR THE DEVELOPMENT ARE PROPOSED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

MAGNETIC

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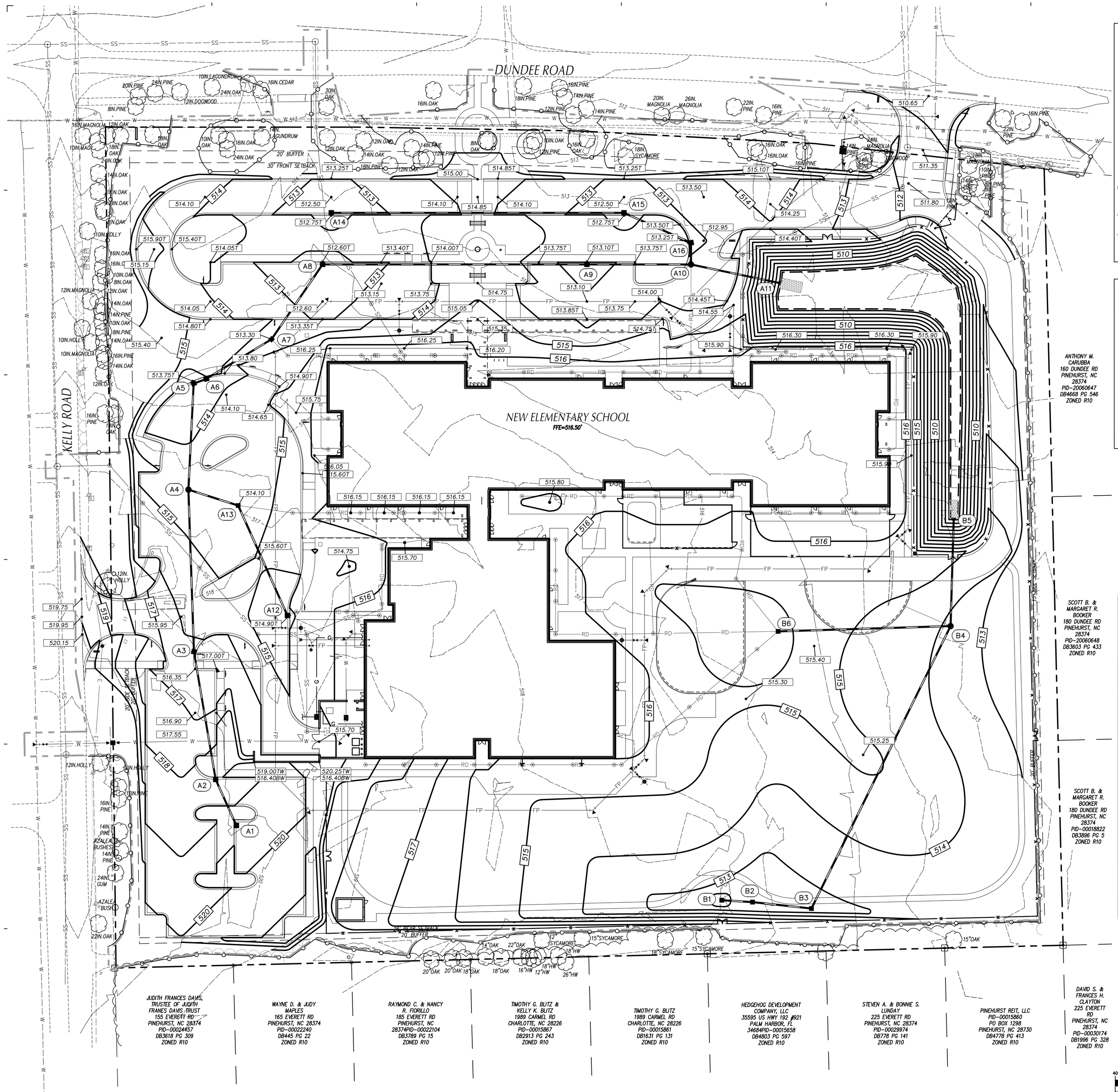
SHEET TITLE

STAKING PLAN

SHEET NUMBER

C-100



GRADING LEGEND

	EXISTING CONTOURS
	FINAL CONTOURS
270.4' +	EXISTING SURVEY SPOT ELEVATION
270.50T	PROPOSED TOP OF CURB SPOT ELEVATION
270.50	PROPOSED GROUND/PAVEMENT ELEVATION
270.50TW	PROPOSED FINISHED GRADE AT TOP OF WALL ELEVATION
270.50BW	PROPOSED FINISHED GRADE AT BOTTOM OF WALL ELEVATION
A4	STORM STRUCTURE NUMBER
	EXISTING STORM DRAIN PIPE
	PROPOSED STORM DRAIN PIPE
FD	PROPOSED FOUNDATION DRAIN DISCHARGE LINE. SEE ARCH. PLANS FOR DRAIN PIPE LOCATIONS ALONG BUILDING WALLS.
RD	PROPOSED ROOF DRAIN
	TREE PROTECTION FENCE

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL VILLAGE OF PINEHURST AND NCDOT STANDARDS AND SPECIFICATIONS.
2. ALL SPOT ELEVATIONS INDICATED AT CURB AND GUTTER AND ARE DENOTED TO TOP OF CURB, UNLESS OTHERWISE SHOWN.
3. TOTAL DENUDED AREA = 13 AC
4. CONTRACTOR SHALL ADJUST ALL EXISTING VAULTS, MANHOLES, STORM DRAIN STRUCTURES, CLEANOUTS, ETC. AS NEEDED TO MATCH FINISH GRADE.
5. ALL BACKFILL, COMPACTION, SOILS TESTING, ETC. SHALL BE PERFORMED BY THE OWNERS INDEPENDENT TESTING LABORATORY. (SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION)
6. ALL STORM DRAIN PIPES SHALL BE PROTECTED WITH STONE FILTER PROTECTION AFTER STOPPAGE OF WORK EACH DAY. SEE DETAIL ON SHEET C-601.
7. EXISTING VEGETATION WITHIN TREE PROTECTION AREAS SHALL REMAIN UNDISTURBED. UNLESS NOTED OTHERWISE.
8. ANY AND ALL LANDSCAPING AND EXISTING TREES & SHRUBS TO REMAIN WHICH ARE DAMAGED DURING DEMOLITION OR CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR UTILIZING A LICENSED LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
9. THE GRADING CONTRACTOR SHALL COMPLY WITH ALL STATE CODES IN OBSERVING EROSION CONTROL MEASURES BOTH ON AND OFF-SITE.
10. THE GRADING CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES AFTER EACH RAINFALL EVENT OR AS DIRECTED BY STATE AUTHORITIES OR THE ARCHITECT.
11. THE GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL CLEARING AND GRADING WASTE MATERIALS GENERATED DURING CONSTRUCTION AND FOR OBTAINING ALL APPLICABLE PERMITS FOR OFF-SITE STOCKPILES AND/OR WASTE AREAS.
12. THE CROSS-SLOPE ON ALL SIDEWALKS SHALL BE A MAXIMUM OF 2.0%
13. CONTRACTOR SHALL VERIFY ALL EXISTING ELEVATIONS WHERE NEW CONSTRUCTION JOIN OR CONNECT TO EXISTING PAVEMENT, CURB AND OTHER RIGID STRUCTURES. NOTIFY ARCHITECT IF DISCREPANCIES OCCUR.

DRAINAGE STRUCTURE SCHEDULE

STRUCTURE NO.		PIPE	PIPE	PIPE	PIPE	UPPER	LOWER	UPSTREAM STRUCTURE DATA			
UP STRM	DN STRM	SLOPE	DIA. (IN)	LENGTH (LF)	MATRL	INV. (FT)	INV. (FT)	TOP ELEV. (FT) (1)	DEPTH (FT)	TYPE	NOTES
A1	A2	1.98%	15	43	RCP	515.35	514.50	519.75	4.40	CB	
A2	A3	1.61%	15	109	RCP	514.50	512.75	518.90	4.40	CB	
A3	A4	2.01%	15	137	RCP	512.75	510.00	516.65	3.90	CB	O-RING
A4	A5	1.44%	24	90	RCP	510.00	508.70	514.50	4.50	MH	O-RING
A5	A6	0.83%	24	12	RCP	508.70	508.60	513.75	5.05	CB	O-RING
A6	A7	1.09%	24	64	RCP	508.60	507.90	514.00	5.40	CB	O-RING
A7	A8	0.53%	24	76	RCP	507.90	507.50	513.30	5.40	DI	O-RING
A8	A9	0.52%	30	223	RCP	507.50	506.35	512.60	5.10	CB	O-RING
A9	A10	0.51%	30	88	RCP	506.35	505.90	513.10	6.75	CB	O-RING
A10	A11	0.51%	36	78	RCP	505.90	505.50	512.30	6.40	MH	O-RING
A12	A13	0.64%	15	102	RCP	511.20	510.55	514.90	3.70	CB	O-RING
A13	A4	1.25%	18	44	RCP	510.55	510.00	514.10	3.55	DI	O-RING
A14	A15	0.51%	15	247	RCP	508.35	507.10	512.75	4.40	CB	O-RING
A15	A16	1.13%	15	62	RCP	507.10	506.40	512.75	5.65	CB	O-RING
A16	A10	2.78%	15	18	RCP	506.40	505.90	513.25	6.85	CB	O-RING
B1	B2	0.58%	18	26	RCP	507.75	507.60	511.85	4.10	YI	O-RING
B2	B3	0.50%	18	50	RCP	507.60	507.35	512.00	4.40	YI	O-RING
B3	B4	0.51%	18	265	RCP	507.35	506.00	512.00	4.65	YI	O-RING
B4	B5	0.55%	30	91	RCP	506.00	505.50	513.80	7.80	MH	O-RING
B6	B4	1.55%	24	181	RCP	508.80	506.00	514.00	5.20	YI	O-RING

LEGEND

CB	CATCH BASIN, SEE DETAIL SHEET CXX.XX
MH	MANHOLE, SEE DETAIL SHEET CXX.XX
DI	DROP INLET, SEE DETAIL SHEET CXX.XX
TB	TRAFFIC BEARING STRUCTURE, SEE DETAIL SHEET CXX.XX
(A2)	STRUCTURE I.D. NUMBER

NOTES

TOP ELEVATION IS TOP OF RIM FOR MANHOLES, TOP OF GRATE FOR YARD INLETS, AND FINISH GRADE FOR CLEANOUTS.

ALL FES INLETS & OUTLETS SHALL BE RCP.

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SEAL | DATE

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SHEET ISSUE

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2	DESIGN DEVELOPMENT	12/17/18
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4	60% CONSTRUCTION DOCUMENTS	3/27/19
5	GENERAL CONCEPT PLAN RESUBMITTAL	5/08/19
6	GENERAL CONCEPT PLAN RESUBMITTAL	5/13/19

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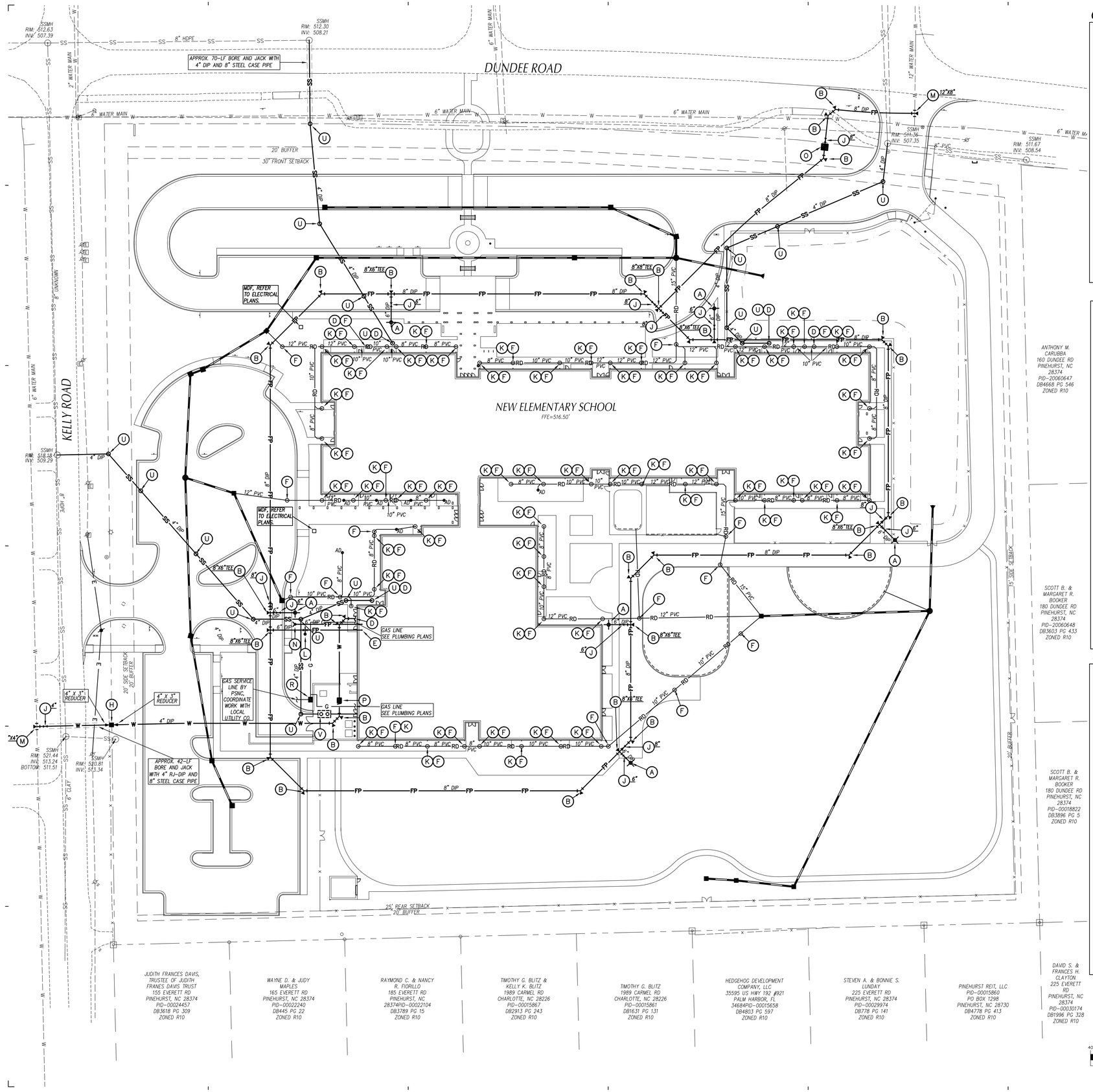
PROJECT NO. 02000.000

SHEET TITLE
GRADING PLAN

SHEET NUMBER
C-300



GENERAL NOTES-UTILITY

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL VILLAGE OF PINEHURST AND NCDOT STANDARDS, SPECIFICATIONS AND DETAILS.
2. INSTALL WATERMAINS WITH A COVER OF NO LESS THAN 3-FT.
3. INSTALL SEWER MAINS WITH A COVER OF NO LESS THAN 3-FT TO FINISH GRADE IN NON-TRAFFIC AREAS, 4-FT TO FINISH GRADE IN TRAFFIC AREAS..
4. INSTALL ALL UTILITIES TO PROVIDE REQUIRED CLEARANCES AS INDICATED IN THE SPECIFICATIONS.
5. WATERLINES AND SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM HORIZONTAL CLEARANCE OF 10-FT.
6. SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24-IN TO STORM DRAINAGE PIPES.
7. COORDINATE AND SCHEDULE INSTALLATION OF ALL UTILITIES WITH OTHER PRIME CONTRACTORS, UTILITY COMPANIES AND OTHER TRADES INCLUDING BUT NOT LIMITED TO: NATURAL GAS, ELECTRICITY, TELEPHONE AND CATV.
8. VERIFY EXISTING CONDITIONS AND CONNECTIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT IF ANY DISCREPANCIES ARE DISCOVERED.
9. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
10. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NCSBC AND OSHA REQUIREMENTS.
11. THE CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY OF ALL UTILITY AND STORM DRAINAGE IMPROVEMENTS FOLLOWING CONSTRUCTION.
12. CONTRACTOR SHALL PHASE DEMOLITION AND NEW CONSTRUCTION TO ENSURE UNINTERRUPTED ACCESS AND UTILITY SERVICE TO ADJACENT FACILITIES. COORDINATE SHORT-TERM, OFF-HOUR, TEMPORARY SHUT- DOWNS WITH THE OWNER.
13. SEE GENERAL NOTES ON EXISTING CONDITIONS AND DEMOLITION PLAN FOR REQUIREMENTS FOR REMOVAL AND PATCHING OF PAVEMENT FOR UTILITY INSTALLATION.
14. ALL ROOF DRAINS SHALL BE 6" PVC (SCH 40) @ 1.04% MIN. SLOPE UNLESS INDICATED OTHERWISE. USE DUCTILE IRON WHEN COVER IS LESS THAN 24-IN.
15. ALL SANITARY SEWER SERVICES SHALL BE 4" PVC (SCH 40) @1.04% MIN. SLOPE UNLESS INDICATED OTHERWISE. USE DUCTILE IRON WHEN COVER IS LESS THAN 24-IN.
16. ALL CONDENSATE LINES SHALL BE CONNECTED TO STORM DRAINAGE SYSTEM.
17. NO WORK SHALL BE PERFORMED ON RIGHT-OF-WAYS OR ADJACENT PROPERTIES UNTIL THE OWNER NOTIFIES CONTRACTOR IN WRITING OF PROCUREMENT OF APPROPRIATE PERMITS, EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY.
18. THE PUBLIC UTILITY PROVIDER FOR WATER AND SANITARY SEWER FOR PINEHURST ELEMENTARY SCHOOL IS MOORE COUNTY PUBLIC UTILITIES.

KEY NOTES

- (A) FIRE HYDRANT ASSEMBLY, SEE DETAIL SHEET C-XXX.
- (B) THRUST BLOCKING, TYP, SEE DETAIL SHEET C-XXX.
- (C) SANITARY SEWER MANHOLE, SEE DETAIL SHEET C-XXX. SEE SANITARY SEWER PLAN AND PROFILE SHEETS FOR ADDITIONAL INFORMATION.
- (D) EXTEND UTILITY TO WITHIN 5'-0" OF BUILDING WALL OR AS INDICATED ON PLUMBING PLANS. REFER TO PLUMBING PLANS FOR LOCATION AND INVERTS.
- (E) EXTEND WATER MAIN TO 12-IN ABOVE FINISH FLOOR FOR FIRE PROTECTION/PLUMBING CONNECTION, SEE DETAIL SHEET C-XXX. REFER TO TO FIRE PROTECTION/PLUMBING PLANS FOR EXACT LOCATION.
- (F) ROOFDRAIN CLEANOUT, SEE DETAIL SHEET C-XXX.
- (G) FIRE PROTECTION BACKFLOW PREVENTOR INSIDE BUILDING. SEE FIRE PROTECTION PLANS FOR INFORMATION.
- (H) 3" DOMESTIC WATER METER, SEE DETAIL SHEET C-XXX.
- (J) GATE VALVE AND VALVE BOX, SEE DETAIL SHEET C-XXX.
- (K) DOWNSPOUT CONNECTION, SEE DETAIL SHEET C-XXX.
- (L) POST INDICATOR VALVE W/ TAMPER SWITCH, SEE DETAIL SHEET C-XXX AND SPECS. SEE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- (M) TAPPING SLEEVE, VALVE AND BLOCKING ASSEMBLY SEE SPECIFICATIONS.
- (N) FIRE DEPARTMENT CONNECTION, SEE DETAIL SHEET C07.07.
- (O) 8-IN FEBCO MODEL LF886V REDUCED PRESSURE DETECTOR ASSEMBLY (RPDA) WITHIN HEATED ENCLOSURE, SEE DETAIL SHEET CXXX. SEE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- (P) 4-IN FEBCO MODEL LF880V REDUCED PRESSURE ZONE (RPZ) WITHIN HEATED ENCLOSURE, SEE DETAIL SHEET CXXX. SEE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- (Q) 2-CONDUITS. 24-INCH MINIMUM COVER. CAP 2'-0" OUTSIDE BACK OF CURB/EDGE OF PAVEMENT. CONTRACTOR SHALL COORDINATE SIZE, MATERIAL AND FINAL LOCATIONS WITH UTILITY COMPANIES AND OTHER TRADES.
- (R) APPROXIMATE LOCATION GAS METER AND GAS SERVICE LINES. SEE MECHANICAL PLANS FOR ADDITIONAL INFORMATION.
- (S) APPROXIMATE ROUTE OF UNDERGROUND ELECTRICAL BY LOCAL UTILITY COMPANY. CONTRACTOR SHALL COORDINATE LOCATION, DEPTH AND SCHEDULE WITH LOCAL UTILITY COMPANY.
- (T) SITE LIGHT POLE BY DUKE ENERGY (APPROXIMATE LOCATION). COORDINATE INSTALLATION & SCHEDULE WITH DUKE ENERGY.
- (U) NEW SANITARY SEWER CLEANOUT, TYP. SEE DETAIL SHEET C07.09.
- (V) 1,500 GALLON GREASE INTERCEPTOR BY PC.
- (W) ADJUST TOP OF UTILITY TO FINISH GRADE.
- (X) 6-IN PVC CONDENSATE DRAIN PIPE AT 2.0% MIN. SLOPE. AND RELIEF BASIN (CRB). CONNECT PIPE DIRECTLY TO DOWNSTREAM STORM INLET, UNLESS SHOWN OTHERWISE. SEE DETAIL SHEET C07.09.
- (Y) IN-LINE DRAIN, SEE DETAIL SHEET.
- (Z) FLAT GRATE AREA DRAIN, SEE DETAIL SHEET C07.06.

UTILITY LEGEND

	EXISTING	PROPOSED
CHILLED WATER	CW	CW
ELECTRICAL (OVERHEAD)	E	E
ELECTRICAL (UNDERGROUND)	UE	UE
FOUNDATION DRAIN	FD	FD
GAS	G	G
SANITARY SEWER	SS	SS
TELEPHONE (OVERHEAD)	T	T
TELEPHONE (UNDERGROUND)	UT	UT
WATER	W	W
ROOF DRAIN	RD	RD
FIRE PROTECTION	FP	FP
STORM DRAIN		
TREE PROTECTION FENCING, SEE EROSION CONTROL PLANS		
LIGHT POLE	LP	
UTILITY POLE	PP	
MANHOLE	MH	
CLEAN OUT	CO	
AREA DRAIN		AD
DROP INLET,CATCH BASIN	DI, CB	
FIRE HYDRANT	FH	
WATER VALVE	WV	
POST INDICATOR VALVE (PIV)		
FIRE DEPARTMENT CONNECTION (FDC)		
THRUST BLOCKING		
SANITARY SEWER STRUCTURE IDENTIFICATION		1

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

MAGNETIC

PINEHURST ELEMENTARY

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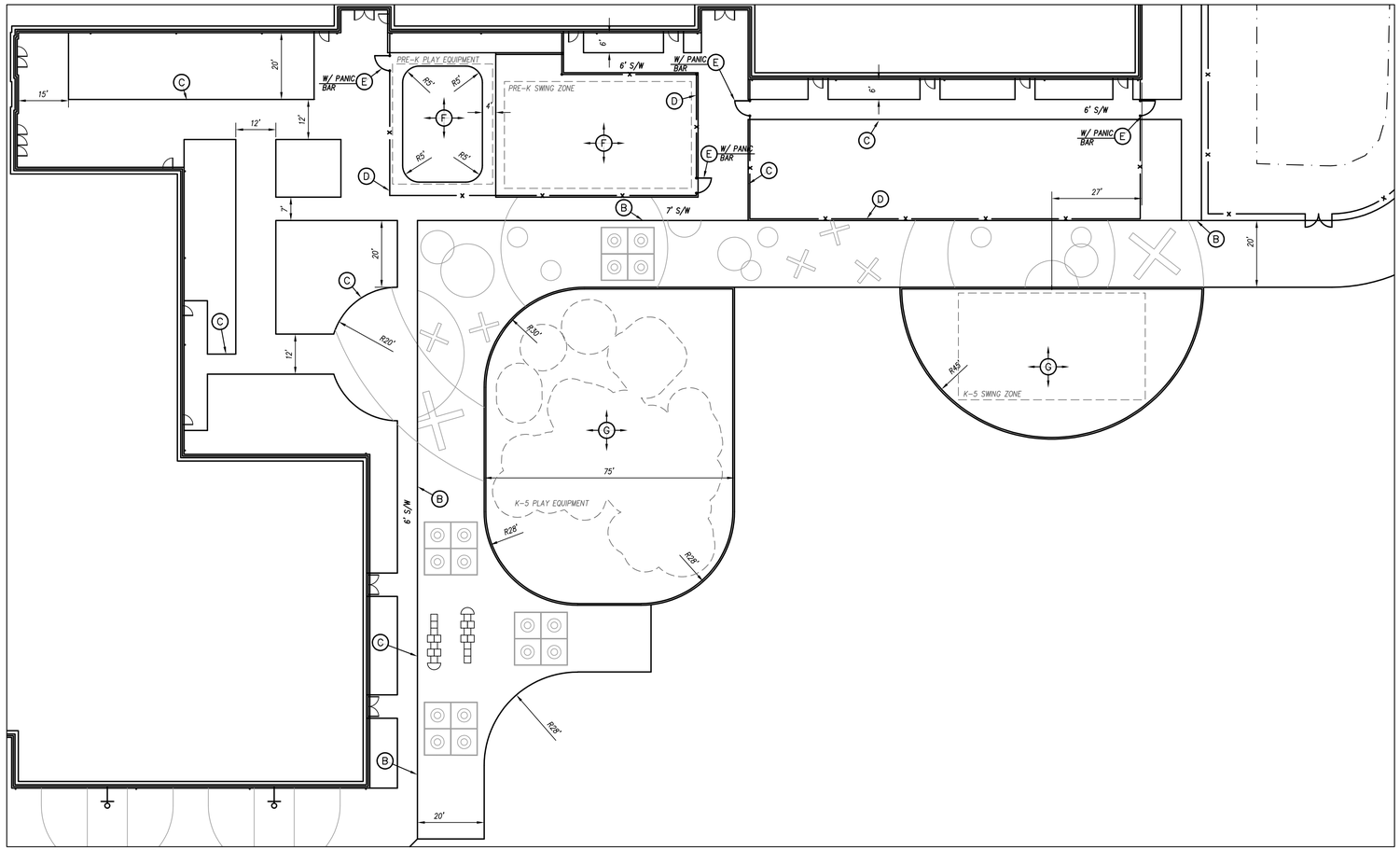
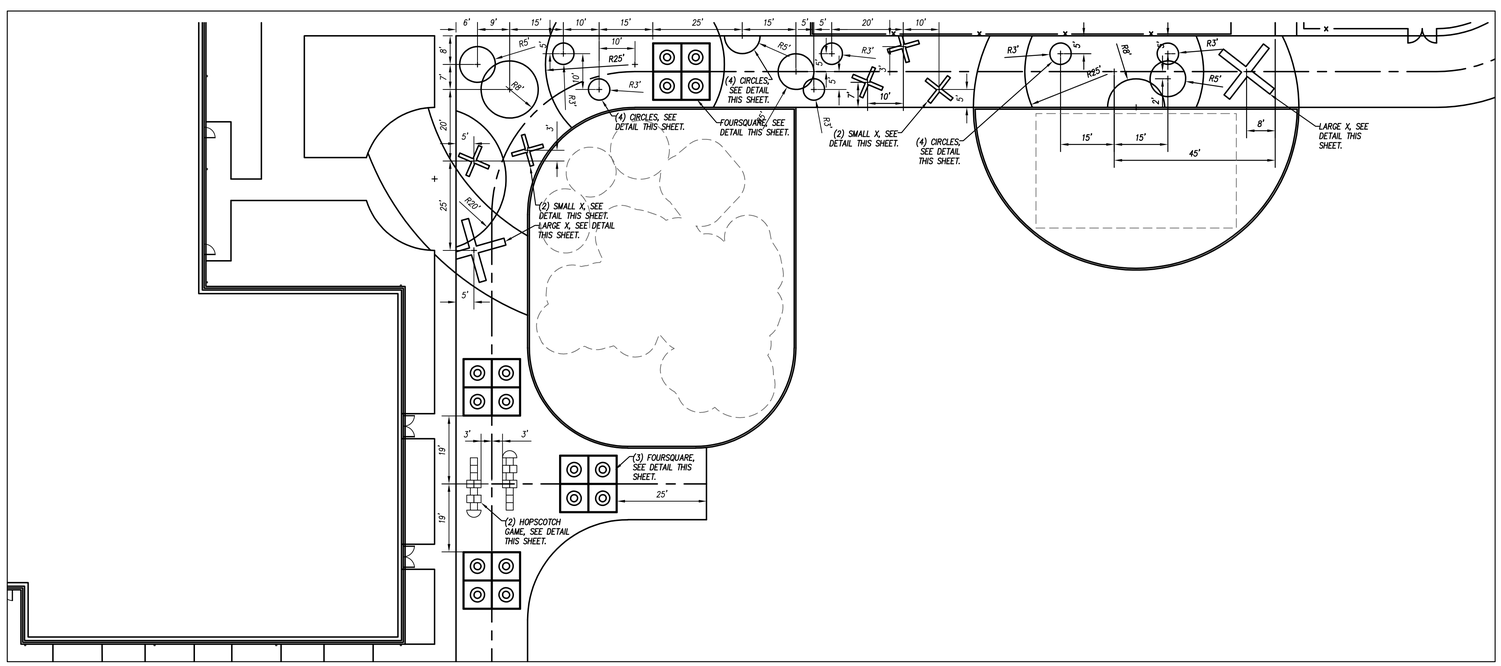
PROJECT NO. 02000.000

SHEET TITLE
UTILITY PLAN

SHEET NUMBER
C-500



PLAY AREA ENLARGEMENT
1"=20'



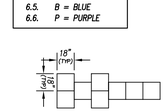
PLAY AREA STRIPING ENLARGEMENT
1"=20'

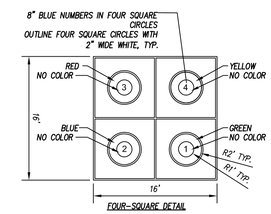
KEY NOTES

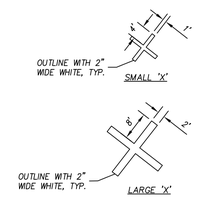
- (A) NOT USED.
- (B) CONCRETE FLUSH WITH PAVEMENT, SEE DETAIL SHEET C-603.
- (C) CONCRETE SIDEWALK, SEE DETAIL SHEET C-603.
- (D) 4' HIGH ORNAMENTAL ALUMINUM FENCE, SEE DETAIL SHEET C-605.
- (E) 4' HIGH ORNAMENTAL ALUMINUM GATES, SEE DETAIL SHEET C-605.
- (F) PRE-K PLAY EQUIPMENT AREA, SEE CERTIFIED PLAYGROUND MULCH DETAIL ON SHEET C-604.
- (G) K-5 PLAY EQUIPMENT AREAS, SEE CERTIFIED PLAYGROUND MULCH DETAIL ON SHEET C-604.

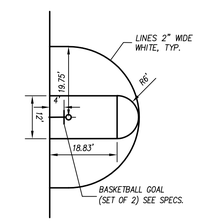
PAVED PLAY MARKING NOTES:

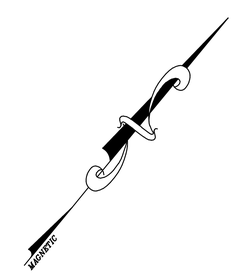
1. MARKING PAINT SHALL BE ARCYLIC OR WATER BASED AND APPROVED BY THE MANUFACTURER FOR APPLICATION ON THE SURFACE COURSE FINISH MATERIAL, SUCH AS "MASONRY" OR "TRAFFIC" PAINT. AESBESTOS, OIL, ALKYD OR SOLVENT VEHICLE TYPE PAINTS ARE PROHIBITED.
2. CONTRACTOR SHALL SPECIAL ORDER PAINT TO ACHIEVE SPECIFIED COLORS. GREEN PAINT SHALL BE KELLY GREEN AND IS AVAILABLE FROM GLIDDEN AND SHERWIN WILLIAMS. ALL PAINT COLORS SHALL BE APPROVED BY OWNER PRIOR TO ORDER AND APPLICATION.
3. PAINT SHALL BE APPLIED PER MANUFACTURER'S INSTRUCTIONS. THOROUGHLY CLEAN PAVEMENT PRIOR TO APPLICATION OF COATINGS OR MARKINGS.
4. STRIPING & NUMBERS SHALL BE 2-INCH WIDE WHITE PAINT OR AS NOTED.
5. PAINT SHALL BE APPLIED PER MANUFACTURER'S INSTRUCTIONS. THOROUGHLY CLEAN PAVEMENT PRIOR TO APPLICATION.
6. COLOR ABBREVIATIONS:
   - 6.1. R = RED
   - 6.2. O = ORANGE
   - 6.3. Y = YELLOW
   - 6.4. G = GREEN
   - 6.5. B = BLUE
   - 6.6. P = PURPLE











GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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PROJECT NO. 02000.000

SHEET TITLE
PLAY AREA ENLARGEMENT PLAN

SHEET NUMBER
C-102

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January 2, 2019

Stephanie Goodrich
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Subject: Trip Generation Letter
Pinehurst Elementary School – Pinehurst, NC

Dear Ms. Goodrich:

This letter provides an estimate of the trip generation for the proposed Pinehurst Elementary School to be located along Rassie Wicker Drive in Pinehurst, North Carolina. The existing Pinehurst Elementary School will be demolished, and a new elementary school will be constructed in its place. Based on coordination with Moore County Public Schools, it was determined that the existing elementary school has 612 students, 3 buses, and 63 staff members. With the expansion, the future Pinehurst Elementary School is expected to have 800 students, 6 buses, and 80 staff members. A copy of the preliminary site plan is attached. The purpose of the study is to determine the anticipated trip generation and internal stacking for the proposed school.

Trip Generation

The daily and peak hour traffic expected to be generated by the proposed school was estimated utilizing the Municipal and School Transportation Assistance (MSTA) Traffic Calculator provided by the Traffic Engineering and Safety Systems Branch of the NCDOT. These calculations are based on the average traffic volumes and vehicle queue data on a typical school day obtained at public elementary schools across the State of North Carolina. The trip estimates do not consider high traffic demand days or special events.

Based on coordination with Moore County Public Schools, it was determined that the existing elementary school has 612 students, 3 buses, and 63 staff members. With the expansion, the future Pinehurst Elementary School is expected to have 800 students, 6 buses, and 80 staff members. Refer to Table 1 for the trip generation summary of the proposed school during the weekday AM and PM peak hours. A copy of the MSTA results is attached for your reference.

Table 1: Trip Generation Summary

LAND USE	TRIP GENERATOR	DAILY TRIPS	SCHOOL AM PEAK HOUR (VPH)		SCHOOL PM PEAK HOUR (VPH)	
			Entering	Exiting	Entering	Exiting
Elementary School (800 Students)	6 Buses	12	6	0	0	6
	80 Staff	160	80	0	0	0
	Parents	848	293	293	131	131
Total Site Trips		**1,020**	**379**	**293**	**131**	**137**

It is estimated that the proposed school will generate approximately 1,020 total site trips (510 entering and 510 exiting) during a typical weekday. Of the total, approximately 672 site trips (379 entering and 293 exiting) are expected to occur during the school AM peak hour, while approximately 268 site trips (131 entering and 137 exiting) are expected to occur during the school PM peak hour.

If you should have any questions, please feel free to contact me at (919) 872-5115.

Sincerely,

Joshua Reinke, P.E.
Transportation Manager
Ramey Kemp & Associates, Inc.

NC Corporate License # C-0910

Attachments: Proposed Site Plan
MSTA School Calculator

0 50' 100' 150' 200' feet

1" = 50'

SEPTEMBER 2018

Pinehurst Elementary School

SITE CONCEPT 2E

RATIO

CLH DESIGN, P.A.
Regency Park
400 Regency Forest Drive
Suite 120
Cary, North Carolina 27518
Phone: (919) 319-6716
Fax: (919) 319-7516

MSTA School Traffic Calculations

AM and PM Peak Traffic Estimates

(These numbers do not reflect peak hour traffic volumes)

AM Cars / Student	PM Cars / Student	Avg. Car Length	PM At one Time
36.56%	16.31%	22.19	45.50%
34.58%	14.10%	22.70	51.90%
9.20%	4.30%	24.42	55.71%

NOTES

- **Average Queue Length does not** include an alternative traffic pattern required for high traffic demand days which is usually 30% additional length.
- **Average Queue Length does not** include the Student Loading Zone.
- Peak traffic volumes at schools normally occur within a 30-minute time period. (justifying a PHF of 0.5)

School Name:

Type: **Typical Public with buses**

Version: 102816

MSTA School Queue Input					Calculations					
Type School	**Student Population**	**Number of Buses**	**Staff Members**	**Student Drivers**	**PM Total Vehicles**	**PM Peak Vehicles**	**Average Queue Length**	**Total AM Trips**	**Total PM Trips**	**High Demand Length**
										30%
Elementary	800	6	80		131	60	**1323**	671	268	**1720**
		11	94							
Middle										
High										
							1323	671	268	1720
										397

Elementary School Data

Direction	AM Trips Generated Parents	Buses	Staff	Trips	PM Trips Generated Parents	Buses	Staff	Trips
IN	293	6	80	379	131			131
OUT	293			293	131	6		137
		AM Elementary Trips		**671**		PM Elementary Trips		**268**

Direction	AM Trips Generated Parents	Buses	Staff	Trips	PM Trips Generated Parents	Buses	Staff	Trips
IN								
OUT								
		AM Middle Trips				PM Middle Trips		

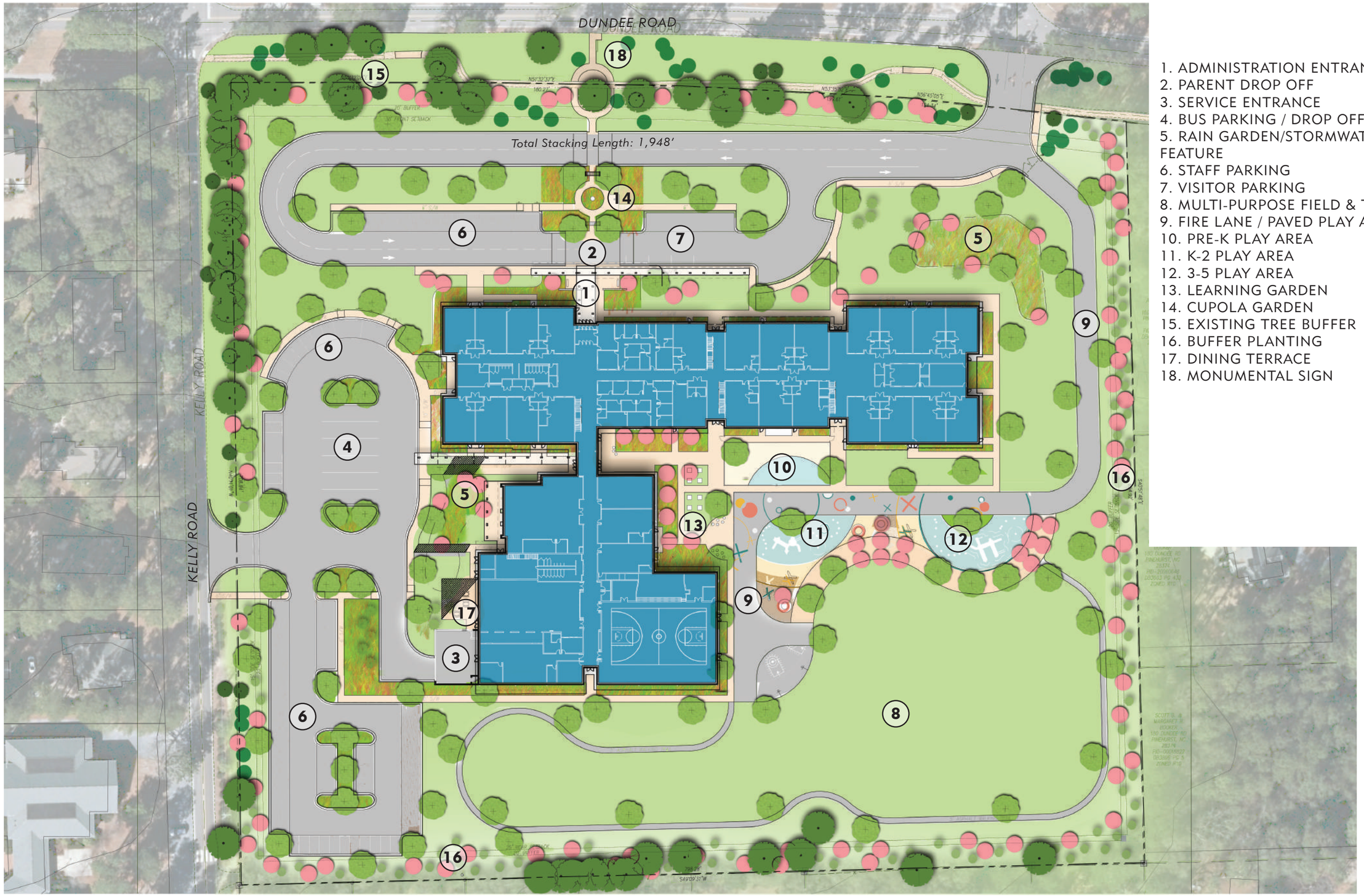
Direction	AM Trips Generated Parents	Buses	Staff		Trips	PM Trips Generated Parents	Buses	Staff		Trips
IN										
OUT										
			AM High Trips					PM High Trips		

All AM TRIPS	In	379
	Out	293
	Total	671

All PM TRIPS	In	131
	Out	137
	Total	268

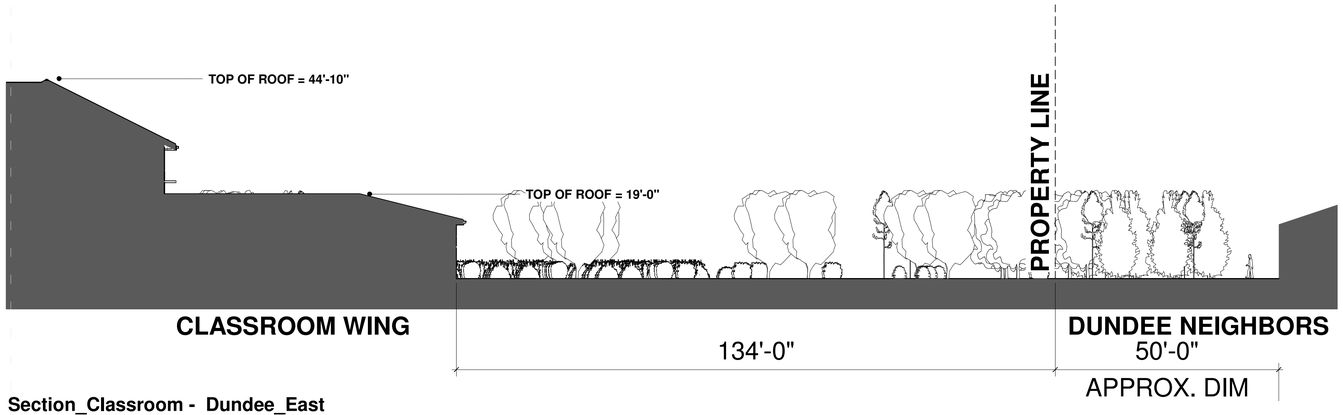
ADT
1019
1019

Calculated 1/2/2019 By:_____

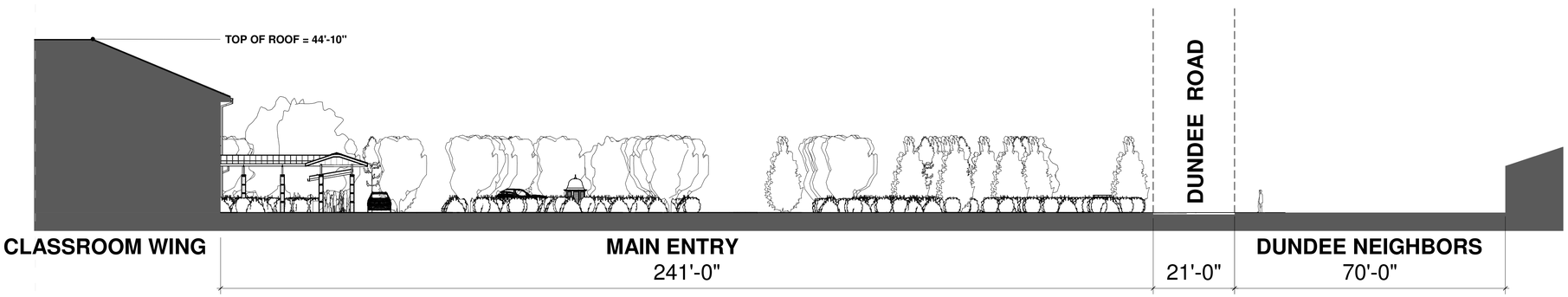


1. ADMINISTRATION ENTRANCE
2. PARENT DROP OFF
3. SERVICE ENTRANCE
4. BUS PARKING / DROP OFF
5. RAIN GARDEN/STORMWATER FEATURE
6. STAFF PARKING
7. VISITOR PARKING
8. MULTI-PURPOSE FIELD & TRAIL
9. FIRE LANE / PAVED PLAY AREA
10. PRE-K PLAY AREA
11. K-2 PLAY AREA
12. 3-5 PLAY AREA
13. LEARNING GARDEN
14. CUPOLA GARDEN
15. EXISTING TREE BUFFER
16. BUFFER PLANTING
17. DINING TERRACE
18. MONUMENTAL SIGN

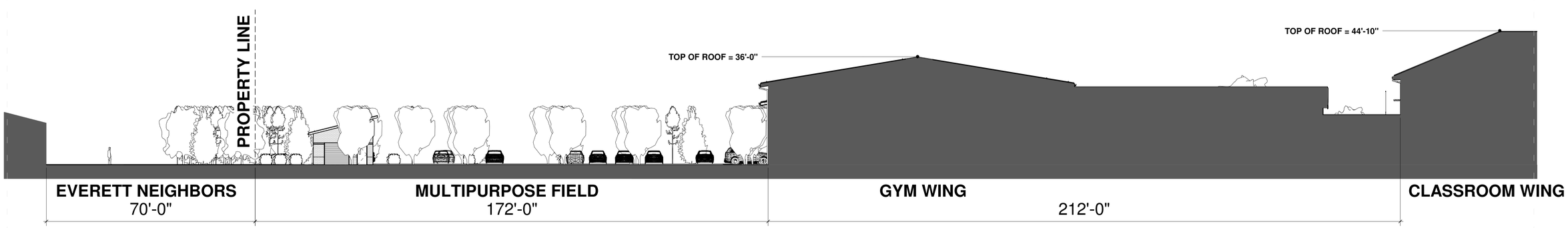
SITE PLAN



Section_Classroom - Dundee_East



Section_Classroom Wing-Dundee_North



Section_Classroom Wing-Everett_South

5/22/2019 11:47:02 AM 18031.000

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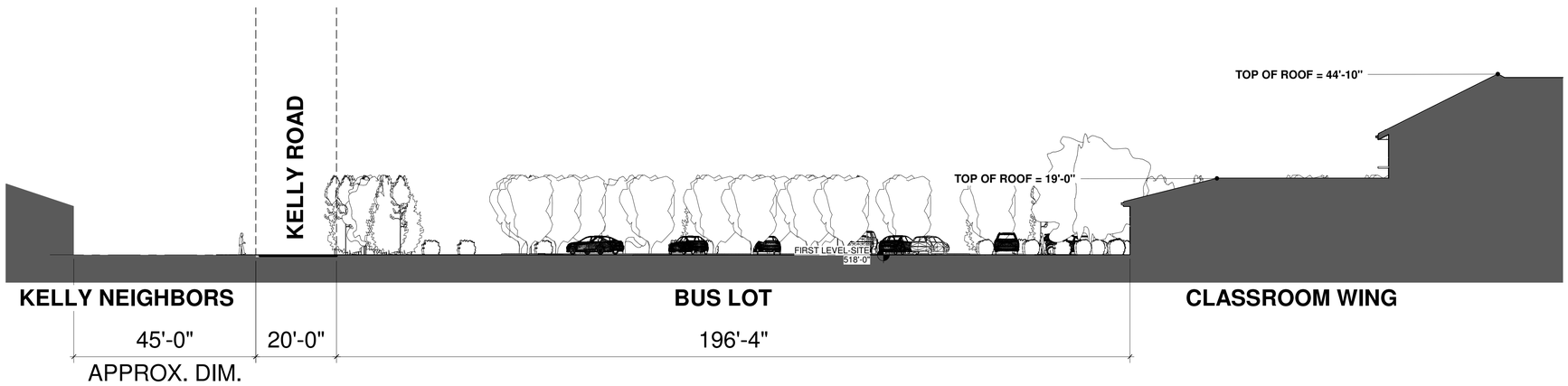
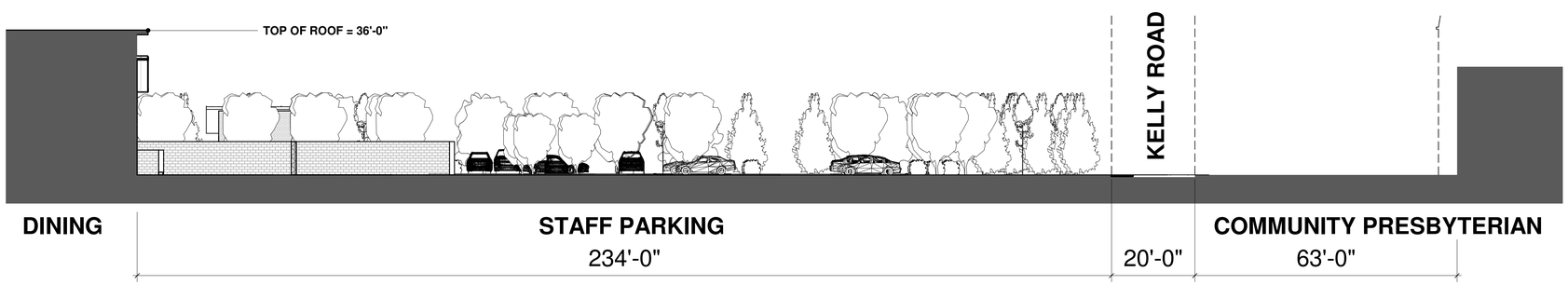
PINEHURST ELEMENTARY | SECTIONAL STUDIES RATIO



Section_Classroom Kelly_West



Section_Dining Kelly RD_West @ Community Presbyterian

5/23/2019 11:47:05 AM 18031.000

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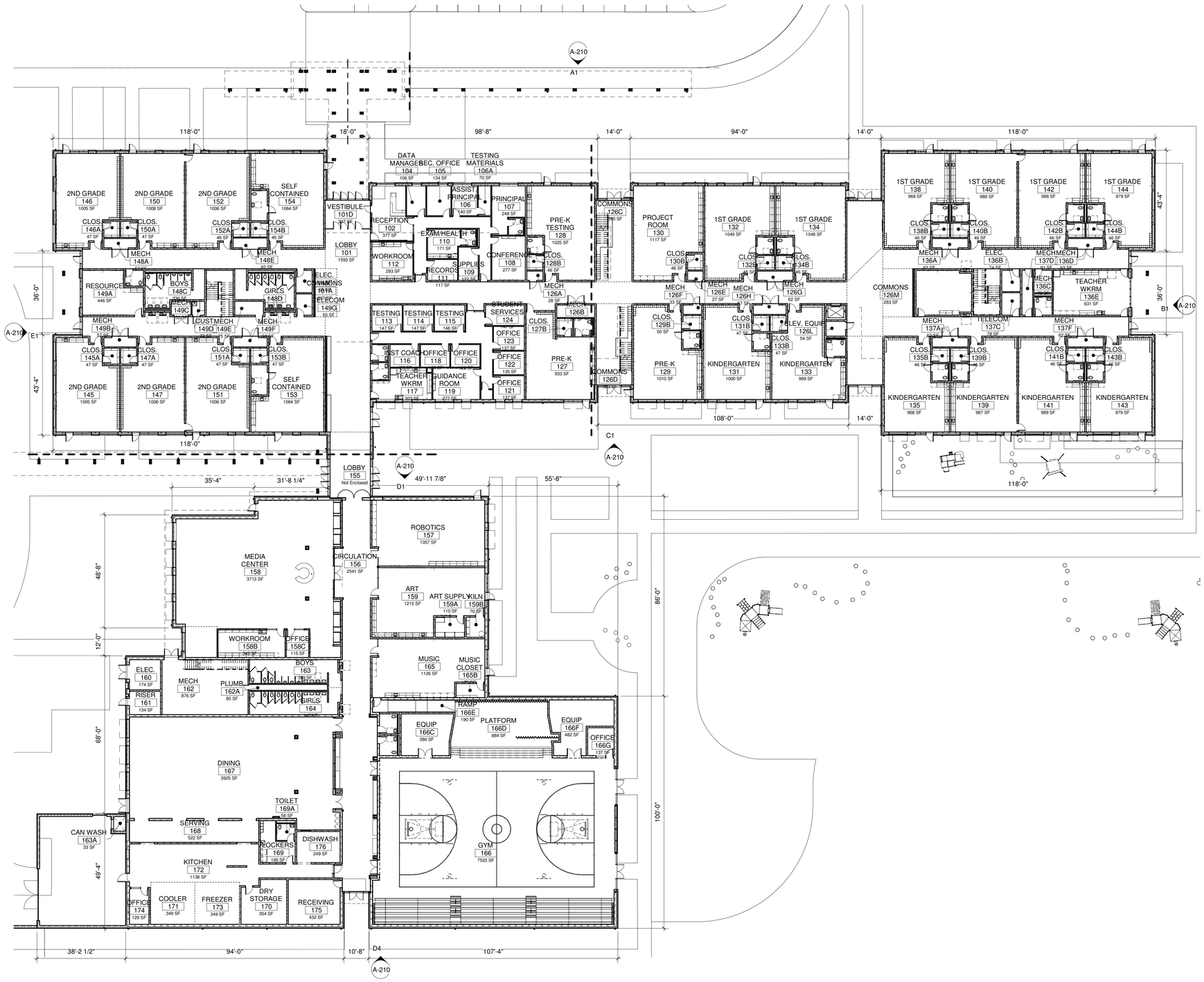

A1 / A-110 FIRST LEVEL FLOOR PLAN

3/64" = 1'-0"

PINEHURST ELEMENTARY SCHOOL

100 Dundee Road
Pinehurst, NC 28374

Owner
Moore County Schools
Highway 15-501 South
Carthage, NC 28327
910-947-2976

Architect
RATIO Architects, Inc.
227 Fayetteville Street, Suite 301
Raleigh, North Carolina 27601
919-821-0805

Structural Engineer
LHC Structural Engineers
1331 Sunday Dr #121
Raleigh, NC 27607
919-832-5587

Mechanical / Electrical Engineer
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919-881-9939

Civil Engineer
CLH Design
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Cary, NC 27518
919-319-6716

Roofing Consultant
Rick Nuhn Engineering
Thayer Circle
Greensboro, NC 27407
336-855-1182

Food Service
FooDesign Associates, Inc.
5828 Oak Drive
Charlotte, NC 28227
704-545-6151

SEAL | DATE 05/23/19

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1	HISTORIC PRESERVATION COMMISSION	05/23/19

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SHEET TITLE
FIRST FLOOR PLAN - COMPOSITE

SHEET NUMBER
A-110

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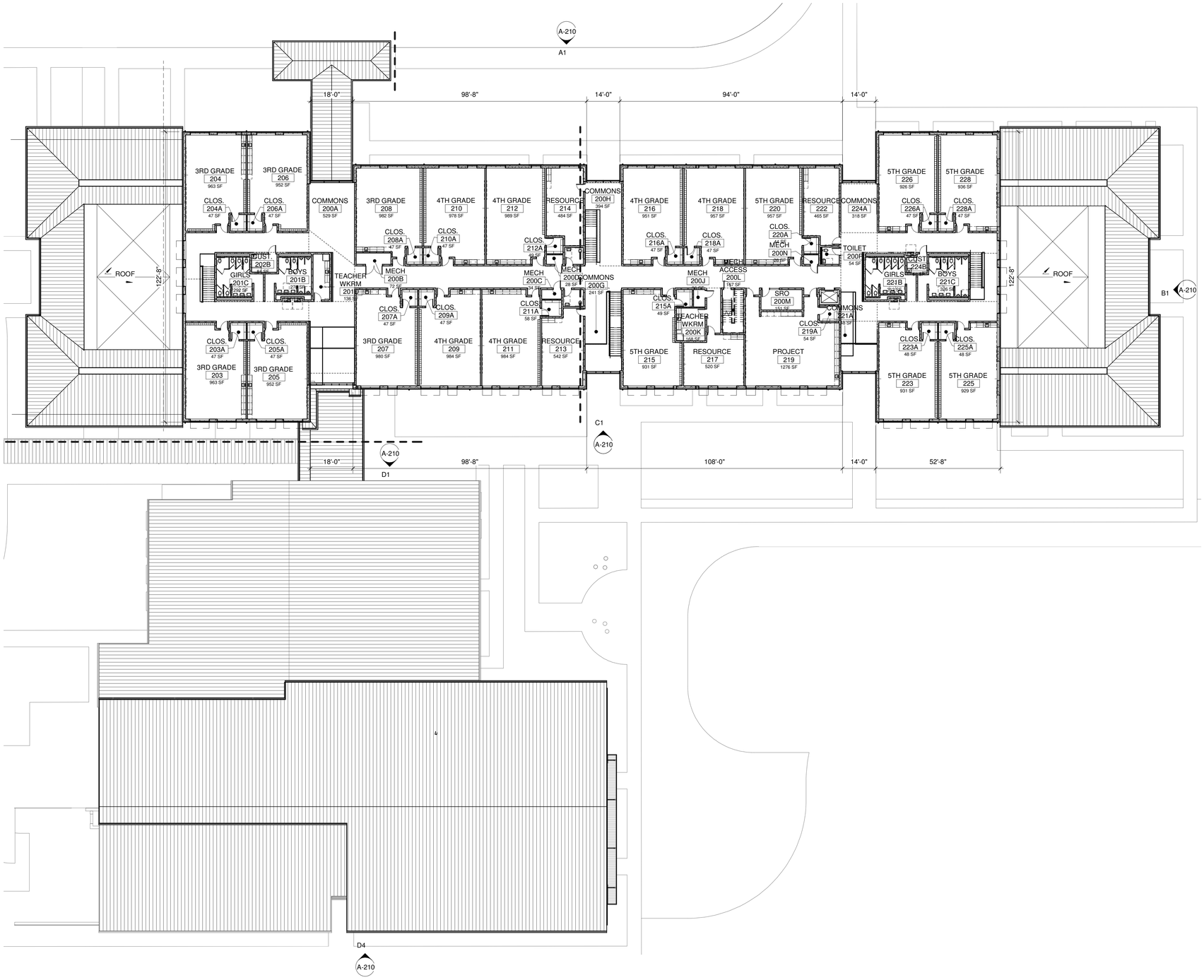

A1 / A-111 **SECOND LEVEL FLOOR PLAN**

3/64" = 1'-0"

5/23/2019 10:51:35 AM

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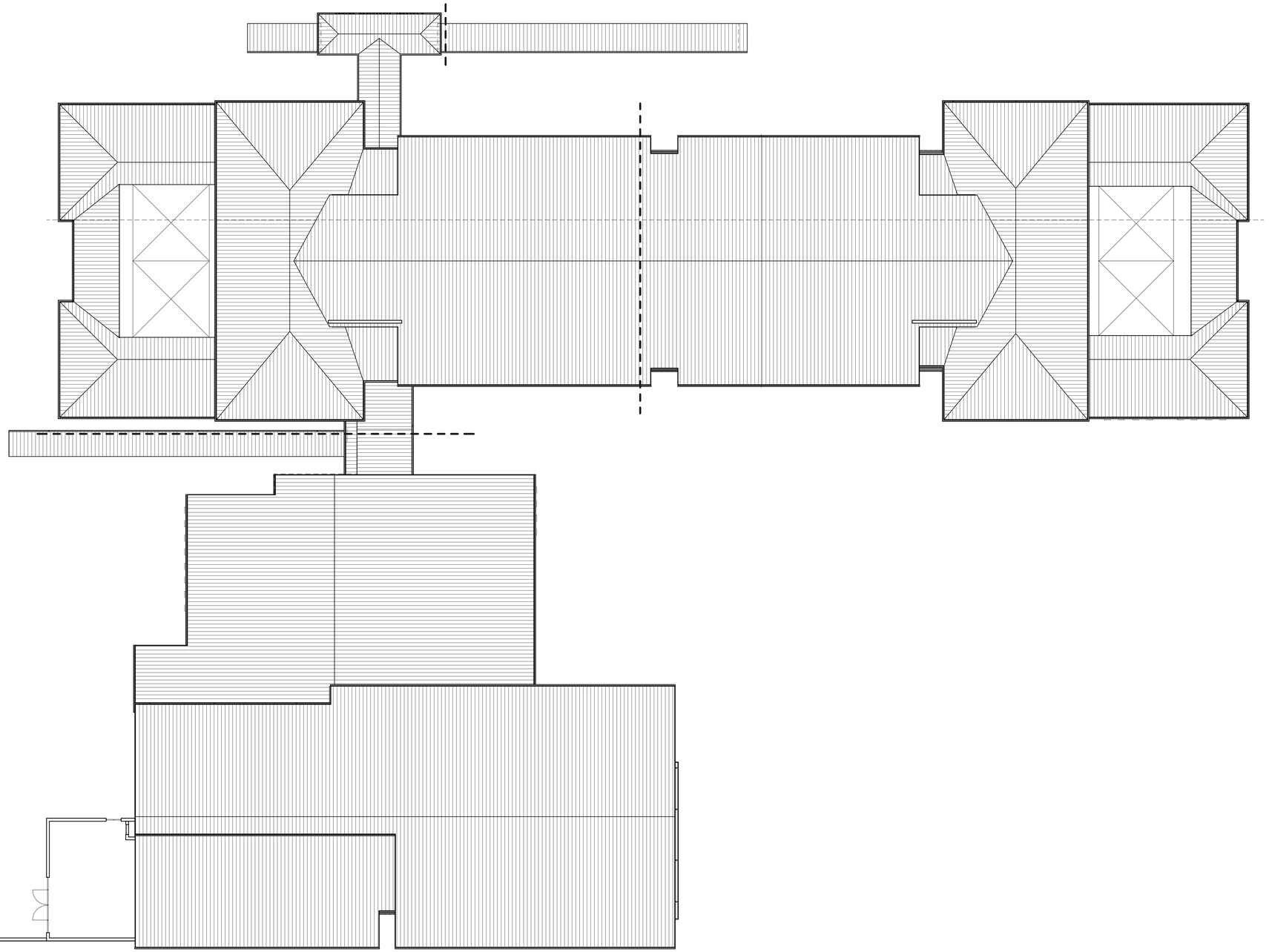
SHEET TITLE

SECOND FLOOR PLAN - COMPOSITE

SHEET NUMBER

A-111



A1
A-113

ROOF PLAN

3/64" = 1'-0"

5/23/2019 10:51:36 AM

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SHEET TITLE

ROOF PLAN - COMPOSITE

SHEET NUMBER

A-113

DOWNTOWN MISC.

MARKET SQUARE

CLIFTON CHAMBERS - 1923

CORNER BRICK COFFER -
VILLAGE WINE SHOPE

PINEHURST HARNESS TRACK

HOSPITALITY

MAGNOLIA INN - 1896

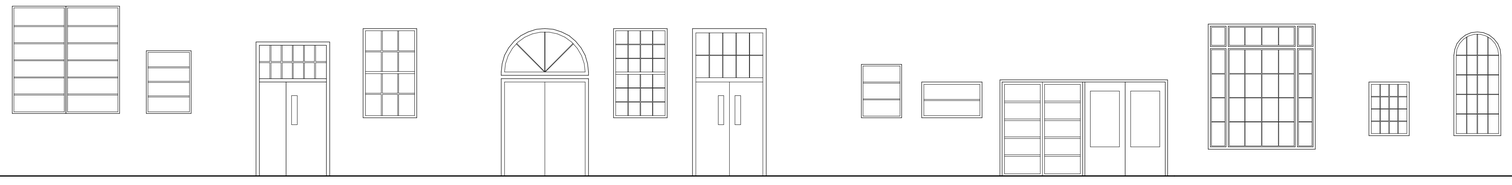
HOLLY INN - 1895

THE CAROLINA HOTEL - 1899

PINEHURST COUNTRY CLUB

CLUB HOUSE

EXISTING ELEMENTARY SCHOOL



CLASSROOM
WING

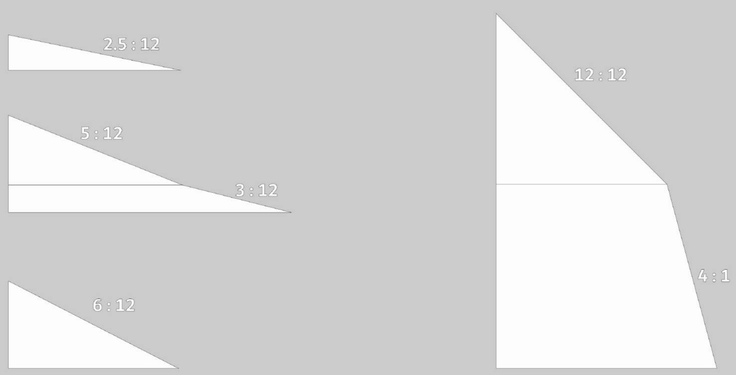
SPECIAL
NEEDS

CAFETERIA

GYMNASIUM - 1958

CAROLINA THEATRE - 1922

Common Roof Slopes



Proportions

Groupings

5/23/2019 12:09:17 PM 18031.000

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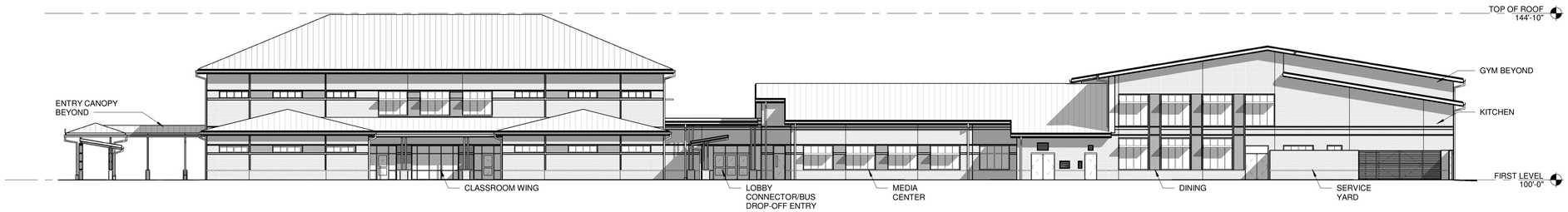
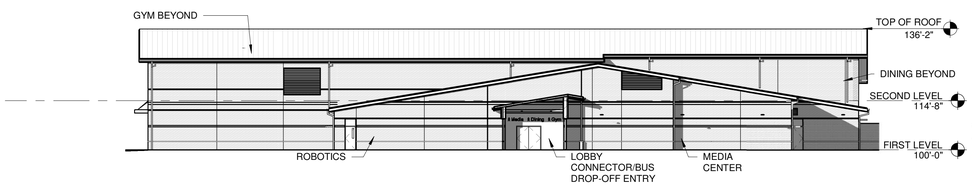


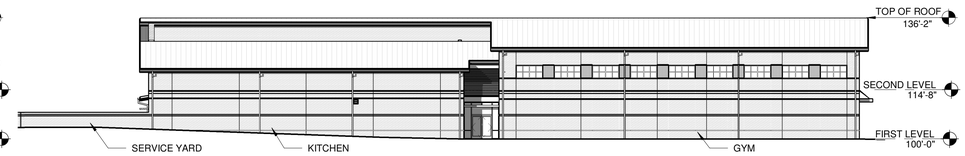
E1 / A-210 **EXTERIOR ELEVATION - WEST - COMPOSITE**

1/16" = 1'-0"



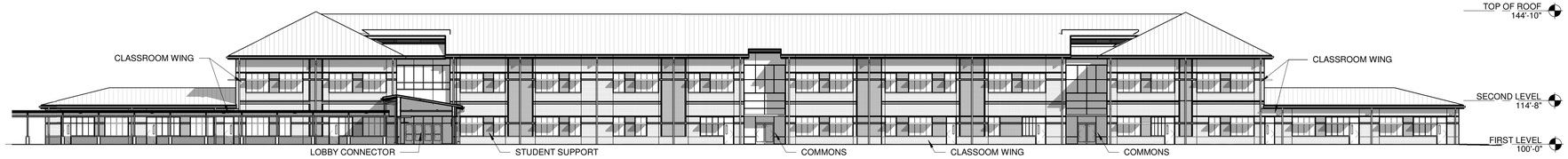
D1 / A-210 **EXTERIOR ELEVATION - NORTH - COMPOSITE @ MEDIA CENTER**

3/64" = 1'-0"



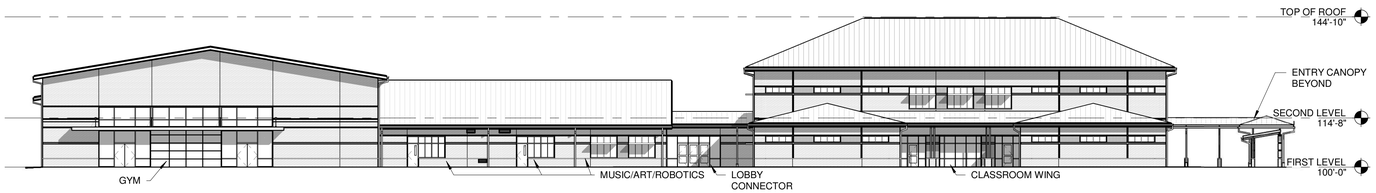
D4 / A-210 **EXTERIOR ELEVATION - SOUTH - COMPOSITE @ GYM**

3/64" = 1'-0"



C1 / A-210 **EXTERIOR ELEVATION - SOUTH - COMPOSITE @ CLASSROOM WING**

3/64" = 1'-0"



B1 / A-210 **EXTERIOR ELEVATION - EAST - COMPOSITE**

3/64" = 1'-0"

A1 / A-210 **EXTERIOR ELEVATION - NORTH - COMPOSITE @ CLASSROOM WING**

3/64" = 1'-0"

BRICK TYPE LEGEND

- BRICK MASONRY TYPE - BR1 (RUNNING BOND)
- BRICK MASONRY TYPE - BR2 (ENGLISH BOND)

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5/23/2019 10:53:25 AM

PINEHURST ELEMENTARY SCHOOL

100 Dundee Road
Pinehurst, NC 28374

Owner
Moore County Schools
Highway 15-501 South
Carthage, NC 28327
910-947-2976

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919-821-0805

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PROJECT NO. 18031.000

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A-210

C1 A-310

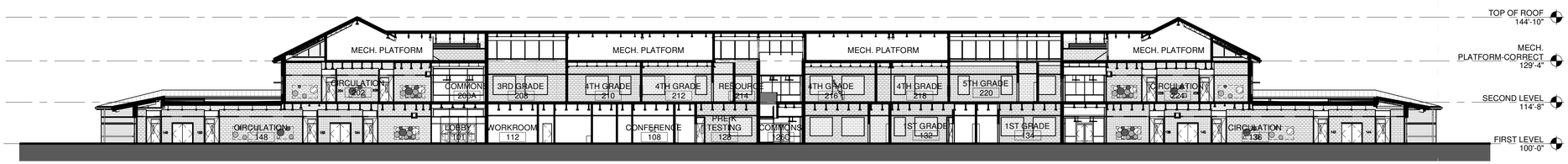
BUILDING SECTION 3

3/64" = 1'-0"

B1 A-310

BUILDING SECTION 2

3/64" = 1'-0"



A1 A-310

BUILDING SECTION 1

3/64" = 1'-0"

5/23/2019 11:10:22 AM

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PINEHURST ELEMENTARY SCHOOL

100 Dundee Road
Pinehurst, NC 28374

Owner
Moore County Schools
Highway 15-501 South
Carthage, NC 28327
910-947-2976

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Raleigh, North Carolina 27601
919-821-0805

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LHC Structural Engineers
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Raleigh, NC 27607
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PROJECT NO. 18031.000

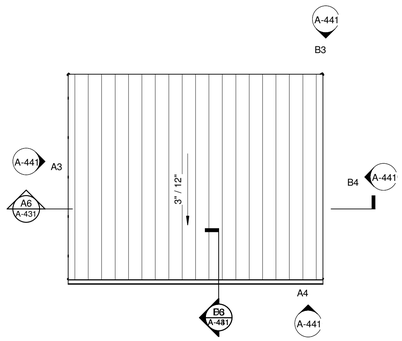
SHEET TITLE
BUILDING SECTIONS

SHEET NUMBER
A-310

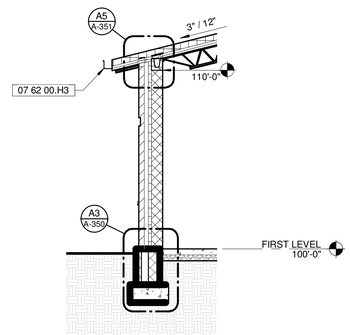
BRICK TYPE LEGEND

BRICK MASONRY TYPE - BR1 (RUNNING BOND)

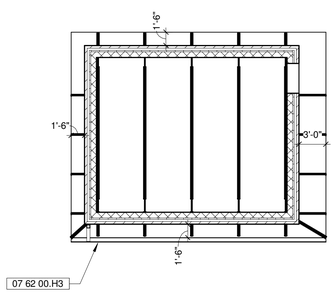
BRICK MASONRY TYPE - BR2 (ENGLISH BOND)



D1 / A-441 **LAWN STORAGE ROOF PLAN**
1/8" = 1'-0"



D3 / A-441 **WALL SECTION**
1/4" = 1'-0"



B1 / A-441 **LAWN STORAGE RCP**
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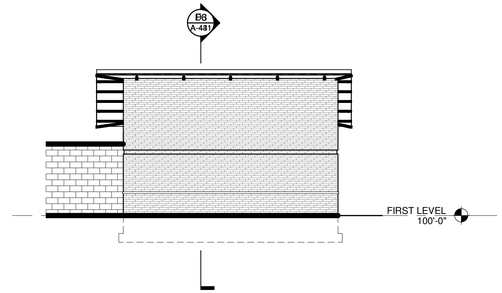
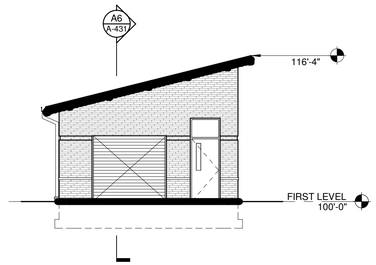
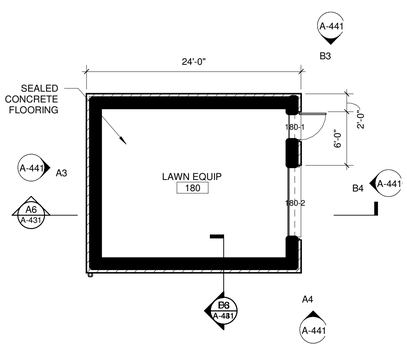


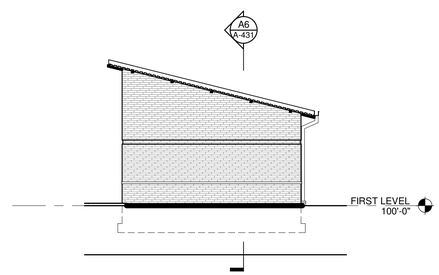
B3 / A-441 **EXTERIOR ELEVATION - NORTH**
1/8" = 1'-0"



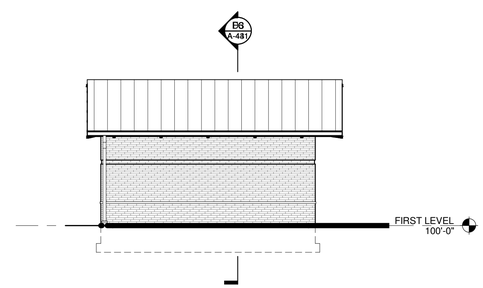
B4 / A-441 **EXTERIOR ELEVATION - SERVICE YARD**
1/8" = 1'-0"



A1 / A-441 **LAWN STORAGE PLAN**
1/8" = 1'-0"



A3 / A-441 **EXTERIOR ELEVATION - WEST**
1/8" = 1'-0"



A4 / A-441 **EXTERIOR ELEVATION - SOUTH**
1/8" = 1'-0"

NOT FOR CONSTRUCTION

5/23/2019 11:32:59 AM

PINEHURST ELEMENTARY SCHOOL

100 Dundee Road
Pinehurst, NC 28374

Owner
Moore County Schools
Highway 15-501 South
Carthage, NC 28327
910-947-2976

Architect
RATIO Architects, Inc.
227 Fayetteville Street, Suite 301
Raleigh, North Carolina 27601
919-821-0805

Structural Engineer
LHC Structural Engineers
1331 Sunday Dr #121
Raleigh, NC 27607
919-832-5587

Mechanical / Electrical Engineer
Dewberry Engineers, Inc.
2610 Wycliff Road, Suite 400
Raleigh, NC 27607
919-881-9939

Civil Engineer
CLH Design
400 Regency Forest Dr #120
Cary, NC 27518
919-319-6716

Roofing Consultant
Rick Nuhn Engineering
Thayer Circle
Greensboro, NC 27407
336-855-1182

Food Service
FooDesign Associates, Inc.
5828 Oak Drive
Charlotte, NC 28227
704-545-6151

SEAL | DATE 05/23/19

SHEET ISSUE

1	HISTORIC PRESERVATION COMMISSION	05/23/19

RATIO

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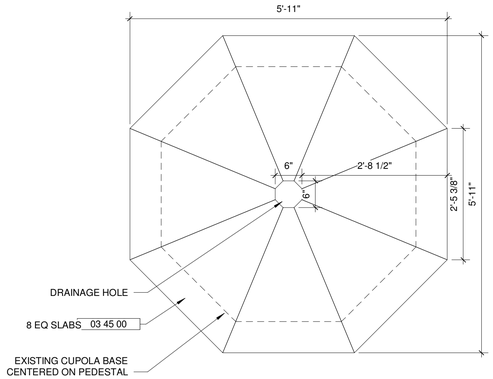
PROJECT NO. 18031.000

SHEET TITLE
LAWN STORAGE BUILDING

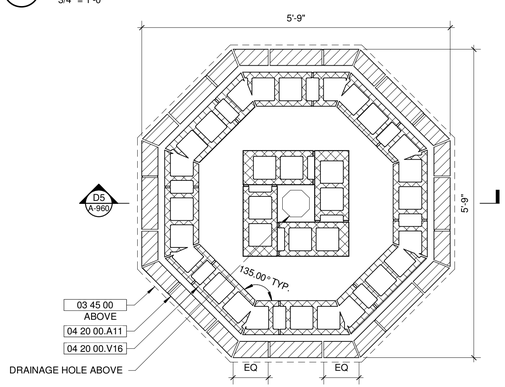
SHEET NUMBER
A-441



4 A-970

CUPOLA - PLAN - SLAB LAYOUT

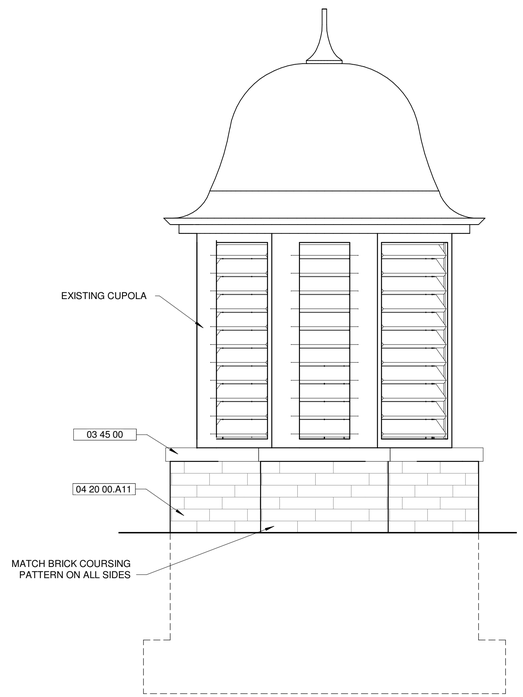
3/4" = 1'-0"



3 A-970

CUPOLA - PLAN - BRICK LAYOUT

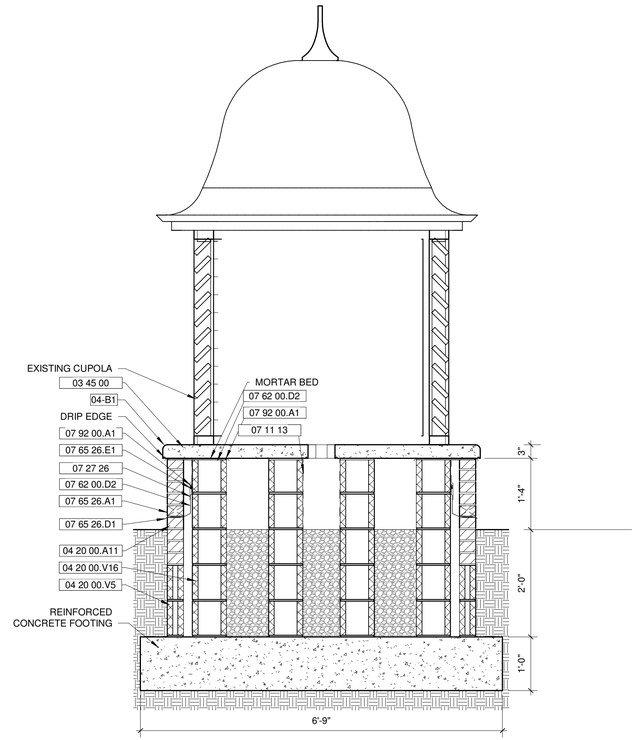
3/4" = 1'-0"



5 A-970

CUPOLA - EXTERIOR ELEVATION

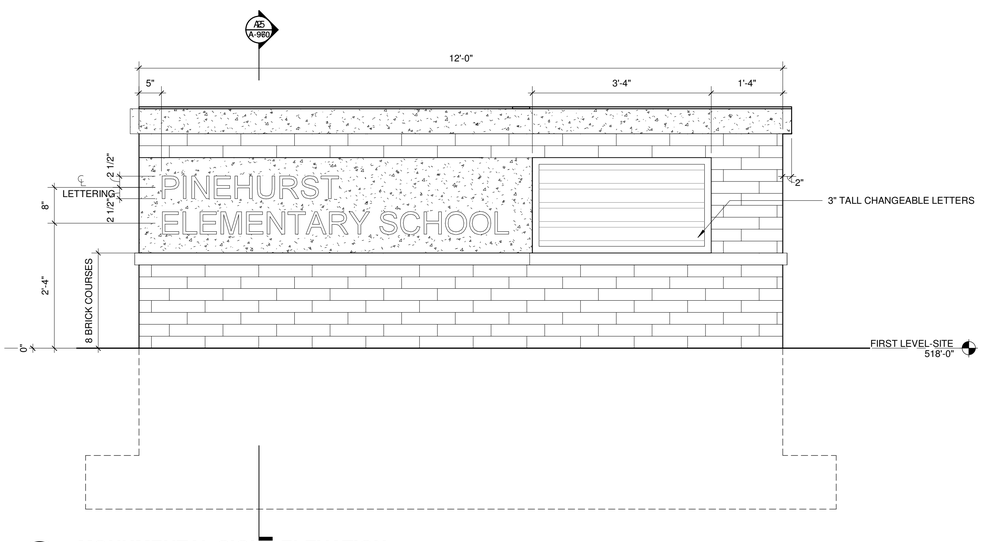
3/4" = 1'-0"



6 A-970

CUPOLA - SECTION

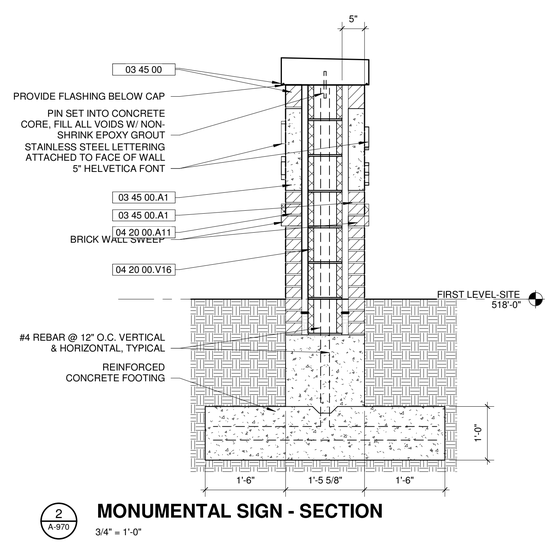
3/4" = 1'-0"



1 A-970

MONUMENTAL SIGN - ELEVATION

3/4" = 1'-0"



2 A-970

MONUMENTAL SIGN - SECTION

3/4" = 1'-0"

KEYNOTE LEGEND

00 10 00

03 45 00	PRECAST ARCHITECTURAL CONCRETE
03 45 00.A1	PRECAST CONCRETE VENEER PANELS
04 20 00.A11	NORMAN BRICK
04 20 00.V5	4" X 8" X 12" CMU
04 20 00.V16	8" X 8" X 16" CMU
07 11 13	BITUMINOUS DAMPPROOFING
07 27 26	FLUID APPLIED MEMBRANE AIR BARRIER
07 62 00.D2	THROUGH WALL FLASHING
07 65 26.A1	MASONRY WEEP
07 65 26.D1	DRIP EDGE
07 65 26.E1	TERMINATION BAR
07 92 00.A1	SEALANT

KEYNOTE LEGEND - ACTION

00 10 00

04-B1	BULLNOSE

PINEHURST ELEMENTARY SCHOOL

100 Dundee Road
Pinehurst, NC 28374

Owner
Moore County Schools
Highway 15-501 South
Carthage, NC 28327
910-947-2976

Architect
RATIO Architects, Inc.
227 Fayetteville Street, Suite 301
Raleigh, North Carolina 27601
919-821-0805

Structural Engineer
LHC Structural Engineers
1331 Sunday Dr #121
Raleigh, NC 27607
919-832-5587

Mechanical / Electrical Engineer
Dewberry Engineers, Inc.
2610 Wycliff Road, Suite 400
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919-881-9939

Civil Engineer
CLH Design
400 Regency Forest Dr #120
Cary, NC 27518
919-319-6716

Roofing Consultant
Rick Nuhn Engineering
Thayer Circle
Greensboro, NC 27407
336-855-1182

Food Service
FooDesign Associates, Inc.
5828 Oak Drive
Charlotte, NC 28227
704-545-6151

SEAL | DATE 05/23/19

SHEET ISSUE

1	HISTORIC PRESERVATION COMMISSION	05/23/19

RATIO

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PROJECT NO. 18031.000

SHEET TITLE
SITE DETAILS

SHEET NUMBER
A-970

NOT FOR CONSTRUCTION

5/23/2019 10:53:26 AM

PINEHURST ELEMENTARY SCHOOL

PINEHURST ELEMENTARY SCHOOL

PINEHURST ELEMENTARY SCHOOL

PINEHURST ELEMENTARY SCHOOL

PINEHURST ELEMENTARY SCHOOL

DISCUSS AND CONSIDER ORDINANCE 19-10 TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST (LAFORET).

ADDITIONAL AGENDA DETAILS:

FROM:
Natalie Hawkins

CC:
Jeff Sanborn and Darryn Burich

DATE OF MEMO:
6/5/2019

MEMO DETAILS:
Attached for Council's consideration is Ordinance 19-10, an Ordinance to Extend the Corporate Limits of the Village of Pinehurst, NC for the proposed LaForet Townhomes, in accordance with the voluntary petition for annexation received from property owner Planet Development, LLC.

ATTACHMENTS:

	Description
🗋	Ordinance 19-10 Annex LaForet

ORDINANCE #19-10:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (LAFORET).

WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on May 20, 2019 under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 11, 2019 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. G.S. 160A-58.1, with the parcel described in Section 1 being non-contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 11th day of June, 2019 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described non-contiguous property owned by Plant Development, LLC is hereby annexed and made part of the Village of Pinehurst as of June 30, 2019:

LAFORET

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

A certain tract or parcel of land lying and being in Mineral Springs Township, Moore County North Carolina and being more particularly described as follows:
Beginning at set iron pipe within the southern right-of-way of Foxfire Road, said point being located North 74-56-41 East 389.10 feet from a concrete monument at the Southeastern corner of the Winston Pines development as shown on map recorded in Plat Cabinet 17, Slide 930 Moore County Registry. Said point of beginning having North Carolina Grid Coordinates of North 1847978.02' and East 521390.76'; thence from the beginning with lines of Armstrong and Leninger as recorded in Deed Book 901, Page 272 and Deed Book 2164, Page 3 South 01-32-52 West 529.22 feet to an iron pipe, thence with the line of Brown as recorded in Deed Book 3897, Page 36 Moore County Registry South 58-13-26 East 400.17 feet to an iron pipe within the northwestern right-of-way of Linden Road, thence South 58-17-17 East 9.34 feet to a point within the right-of-way of Linden Road, thence along Linden Road North 31-32-34 East 250. 95 feet to a point within the right-of-way of Linden Road, thence North 41-32-17 West 8.69 feet to a set iron pipe in the northwestern right-of-way of Linden Road, thence North 41-32-17 West 56.40 feet to a set iron pipe, thence North 41-32-17 West 82.50 feet to a set iron pipe, thence North 41-41-06 West 21.39 feet to a set iron pipe, thence North 41-40-47 West 85.98 feet to a set iron pipe, thence North 48-19-13 East 122.50 feet to a set concrete nail

DRAFT

in a concrete driveway, thence North 34-08-37 East 67.98 feet to a number 5 rebar, thence North 49-16-03 East 93.13 feet to number 5 rebar, thence South 40-42-38 East 9.40 feet to a set iron pipe, thence North 24-23-29 West 93.38 feet to a concrete monument, thence North 33-25-13 West 252.57 feet to a number 5 rebar within the southern right-of-way of Foxfire Road, thence along Foxfire Road South 65-36-56 West 356.31 feet to the beginning containing 6.95 acres more or less and being all of the LaForet Townhomes property shown on map recorded in Plat Cabinet 7, Slide 79 Moore County Registry.

SECTION 2. Upon and after June 30, 2019 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 11th day of June, 2019.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Beth Dunn, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

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CERTIFICATION

I, BETH DUNN, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #19-10 adopted by the Village Council in a regular meeting assembled on the 11th day of June, 2019.

WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 11th day of June, 2019.

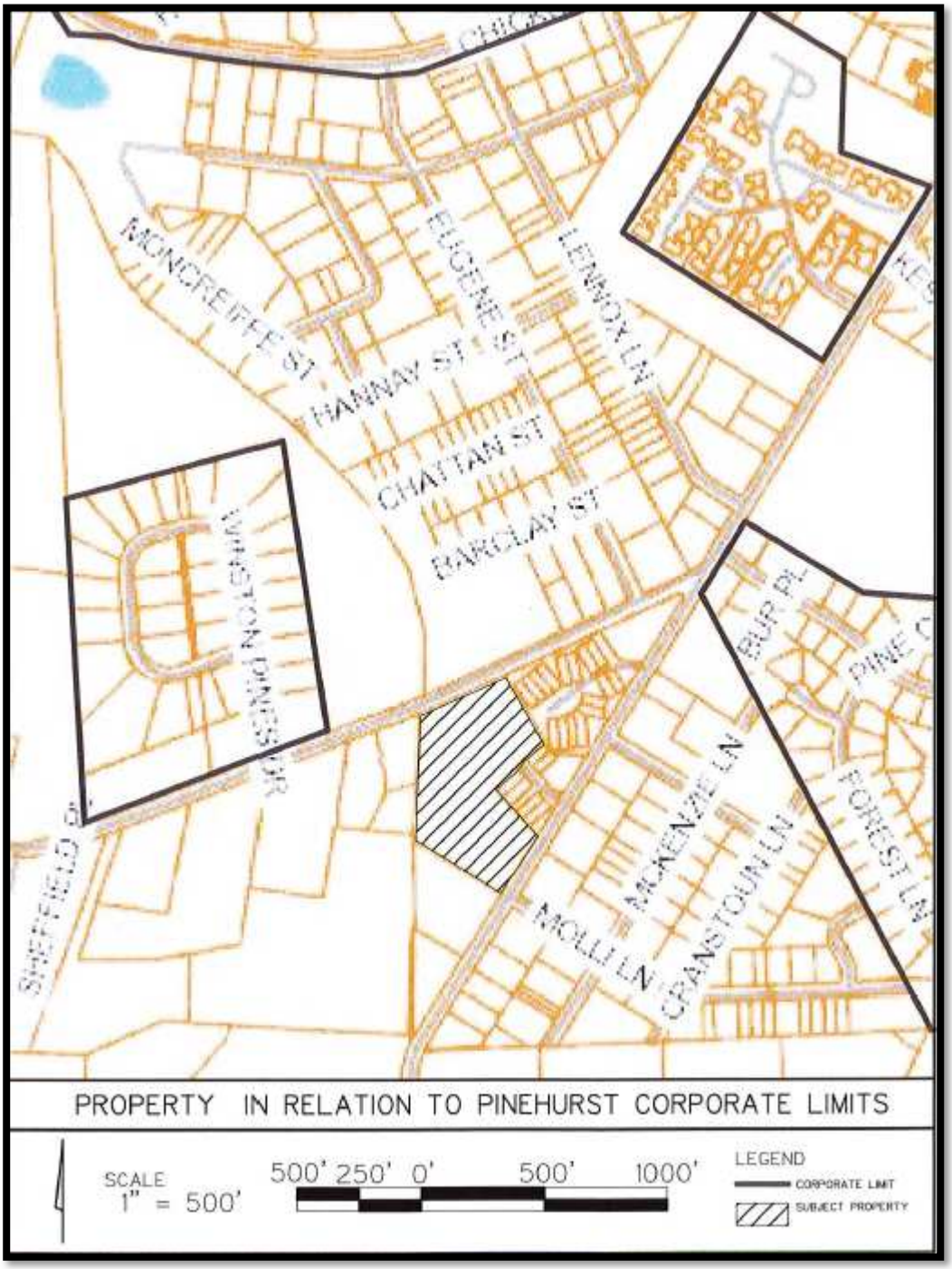
_____

Beth Dunn
Village Clerk

(Municipal Seal)

DRAFT

Attachment #1:



DISCUSS AND CONSIDER ORDINANCE 19-11 AMENDING THE OFFICIAL PINEHURST ZONING MAP.

ADDITIONAL AGENDA DETAILS:

FROM:
Alex Cameron

CC:
Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:
6/4/2019

MEMO DETAILS:
Council will discuss and consider an Official Zoning Map Amendment. This map amendment includes three parcels of land consisting of approximately 1.6 acres further identified as Moore County PID #'s 20040078, 20040080 and 20040387. This amendment would zone the properties R-MF (Residential Multi Family). The properties are currently zoned RD (Recreational Development) and R-MF (Residential Multi-Family). The property is part of the Fairwood Estates Planned Unit Development. The applicant and property owners are James O'Malley, David Shupp and Walter Hess.

ATTACHMENTS:

Description
Ordinance 19-11 Rezone Fairwoods Estates

ORDINANCE #19-11:

AN ORDINANCE AMENDING THE OFFICIAL PINEHURST ZONING MAP AS IT PERTAINS TO THE REZONING OF THREE PARCELS OF LAND CONSISTING OF APPROXIMATLEY 1.6 ACRES FURTHER IDENTIFIED AS MOORE COUNTY PID #'S 20040078, 20040080 and 20040387.

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

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

WHEREAS, a public hearing was held at 4:30 p.m. on June 11, 2019 in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering rezoning of approximately 1.6 acres and further identified as Moore County PID #'s 20040078, 20040080 and 20040387, from RD (Recreational Development) and R-MF (Residential Multi-Family) to R-MF (Residential Multi Family) at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed rezoning; and

WHEREAS, the proposed use of the property is single family residential in accordance with the approved planned unit development "Fairwoods Estates"; and

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

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

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled on this 11th day of June, 2019 as follows:

SECTION 1. That the Pinehurst Zoning Map of the Village of Pinehurst and its extraterritorial zoning jurisdiction hereby is amended by rezoning of approximately 1.6 acres and further identified as Moore County PID#'s 20040078, 20040080 and 20040387, from RD (Recreational Development) and R-MF (Residential Multi-Family) to R-MF (Residential Multi Family) by the Village of Pinehurst effective June 11, 2019.

SECTION 2. This Ordinance shall be and remain in full force and effect from and after June 11, 2019.

Adopted this 11th day of June, 2019.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Beth Dunn, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

DISCUSS AND CONSIDER A REQUEST BY MOORE COUNTY SCHOOLS FOR A MAJOR SITE PLAN REVIEW TO ALLOW FOR THE CONSTRUCTION OF A NEW ELEMENTARY SCHOOL.

ADDITIONAL AGENDA DETAILS:

FROM:
Alex Cameron

CC:
Jeff Sanborn, Natalie Hawkins and Darryn Burich

DATE OF MEMO:
6/4/2019

MEMO DETAILS:
Council will discuss and consider approval of the Major Site Plan for the new Pinehurst Elementary School located at 100 Dundee Road, requested by Moore County Schools. The property is further identified as Moore County PID #00024884 and is located within the R-10 (High Density Residential) Zoning District.

Should Council approve the Major Site Plan, the applicant will submit a full Major Site Plan for review and approval by the Technical Review Committee (TRC) and Village Staff.

The Planning and Zoning Board recommended approval of this proposal with four conditions. Two of these conditions have been subsequently met by the applicant. Therefore, the Planning and Zoning Board recommendation to the Village Council is to approve the Major Site Plan for the new Pinehurst Elementary School with the following two conditions:

1. The impervious surface coverage cannot exceed the maximum allowable 40% OR a variance must be granted by the Zoning Board of Adjustment. (Note: this is a pending action by the Zoning Board of Adjustment in the June 6, 2019 meeting)

2. The applicant will provide enhanced landscaping along the property line abutting adjacent residential properties.

DISCUSS AND CONSIDER ORDINANCE 19-12 ADOPTING THE FY 2020 BUDGET FOR THE VILLAGE OF PINEHURST.

ADDITIONAL AGENDA DETAILS:

FROM:
Brooke Hunter

CC:
Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:
6/3/2019

MEMO DETAILS:
Budget Ordinance #19-12 adopting the Village of Pinehurst FY 2020 Budget is hereby presented for your review and approval. This ordinance is based on the budget that was presented by the Village Manager on May 14, 2019 and no changes have been made to the budgeted amounts since that time.

ATTACHMENTS:

Description

- Ordinance #19-12 Adopting the FY 2020 Budget

ORDINANCE #19-12

VILLAGE OF PINEHURST
Budget Ordinance
Fiscal Year 2020

BE IT ORDAINED AND ESTABLISHED by the Village Council of Pinehurst, North Carolina, in the Regular Meeting assembled this 11th day of June 2019 as follows:

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of Village government and its activities for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this Village:

OPERATING EXPENDITURES:

Governing Body	$ 147,150
Administration	1,383,700
Financial Services	671,180
Human Resources	536,060
Police	3,347,260
Fire	3,071,520
Inspections	317,890
Public Services Administration	481,270
Streets & Grounds	1,685,200
Powell Bill	1,100,500
Solid Waste	1,724,530
Planning	801,110
Community Development	168,430
Recreation	1,879,030
Library	150,000
Harness Track	579,250
Fair Barn	374,240
Contingency	1,000,000
Debt Service	312,127
Total Operating Expenditures	$ 19,730,447

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CAPITAL EXPENDITURES:

Administration	$ 19,292
Financial Services	880
Human Resources	1,100
Police	156,497
Fire	618,273
Inspections	572
Public Services Administration	57,466
Streets & Grounds	400,409
Solid Waste	206,943
Planning	928
Community Development	200,220
Recreation	27,581
Harness Track	103,148
Fair Barn	54,591
Total Capital Expenditures	$ 1,847,900
TOTAL EXPENDITURES	$ 21,578,347

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

REVENUES:

Ad Valorem Tax Revenue	$ 11,186,000
Other Taxes and Licenses	1,500
Unrestricted Intergovernmental Revenue	6,023,300
Restricted Intergovernmental Revenue	511,100
Permits and Fees	925,700
Sales and Services	720,700
Assessments	24,200
Other Revenues	1,249,880
Investment Income	180,000
Appropriated Fund Balance	755,967
TOTAL REVENUES	$ 21,578,347

SECTION 3. There is hereby levied a tax at the rate of thirty cents ($0.30) per one hundred dollars ($100) valuation of property as listed for taxes as of January 1, 2019, for the purpose of raising revenue in the General Fund in Section 2 of this ordinance. This rate is based on a total valuation of property for the purposes of taxation of $3,731,000,000 and an estimated collection rate of 99.9% for real and personal property and 100.0% for motor vehicles.

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SECTION 4. The Village Manager is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. He may transfer amounts between line item expenditures within a department without limitation and without a report being required.

b. He may transfer amounts up to $10,000 between departments, including contingency appropriations, within the same fund. He must make an official report on such transfers at the next regular meeting of the Village Council.

c. He may not transfer any amounts between funds, except as approved by the Village Council in the Budget Ordinance as amended.

SECTION 5. The Village Manager or his designee is hereby authorized to execute the necessary agreements within funds included in the Budget Ordinance for the following purposes:

a. Purchase of apparatus, supplies, and materials where formal bids are not required by law;

b. Leases of normal and routine business equipment;

c. Construction or repair work where formal bids are not required by law;

d. Consultant services, professional services, contracted services, or maintenance service agreements up to an anticipated contract amount of $25,000. In the event a State of Emergency is declared by the Mayor or designee, unlimited contracting authority is granted;

e. Agreements for acceptance of State and Federal grant funds; and

f. Grant agreements with public and non-profit agencies.

SECTION 6. Copies of this Budget Ordinance shall be furnished to the Village Clerk, the Village Manager, and Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 11th day of June, 2019.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Beth Dunn, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

DISCUSS AND CONSIDER A CONTRACT FOR LEGAL SERVICES FOR FY 2020

ADDITIONAL AGENDA DETAILS:

FROM:
Brooke Hunter

CC:
Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:
6/3/2019

MEMO DETAILS:
The proposed contract for legal services with Van Camp, Meacham, & Newman, PLLC for FY 2020 is attached for your review and consideration. The functional terms of the contract are unchanged from the previous year.

The contract calls for a 2% cost increase, bringing the monthly rate to $4,660. The annual contract totals $55,920. Michael Newman's hourly rate is $375 per hour, a minor $25 increase from the previous year.

The contract may be approved by a motion authorizing the Mayor or her designee to execute the contract.

ATTACHMENTS:

Description
Agreement for Legal Services FY 2020

NORTH CAROLINA
COUNTY OF MOORE

AGREEMENT FOR LEGAL SERVICES

THIS CONTRACT is entered into between VAN CAMP, MEACHAM, & NEWMAN, PLLC (Firm) TIN #-56-2228538, and the VILLAGE OF PINEHURST (Village) TIN #56-1211319, for the provision of general legal representation. The contract period is July 1, 2019 to June 30, 2020 Michael J. Newman (Attorney), a partner in the Firm, will be the primary attorney assigned to this contract by the Firm. If Mr. Newman is not available, the Firm may assign another qualified attorney as an alternate upon the request of the Village Manager.

SECTION I: SCOPE

Attorney will provide general legal representation to the Village in the following areas of law as they pertain to municipalities, said list not to be all-inclusive:

Land Use Regulation
General Police (Ordinance making) powers
Employer-Employee relations, labor law
Environmental law
Police and Public Safety law
Financial law

In advising the Village in the aforementioned areas, Attorney will prepare for and be available to attend all regular meetings, special meetings, and work sessions of the Village Council upon request of the Village Manager. Also, when necessary and if requested and approved through the office of the Village Manager, Attorney will attend work sessions and regular meetings of the Planning and Zoning Board, Board of Adjustment, and Historic Preservation Commission. Attorney will attend, either with or on behalf of the Mayor, Village Council Members, or the Village Manager, any State or County administrative or regulatory body deliberating upon issues or matters of concern to the Village of Pinehurst when requested through the Village Manager's office. Michael J. Newman will be the primary attorney assigned to this contract. If Mr. Newman is not able to attend any of the above-mentioned meetings due to illness, personal vacation, etc., the Firm shall send a qualified attorney as an alternate upon request of the Village Manager. These arrangements for an alternate attorney shall be agreed upon in advance by the Attorney and the Village Manager whenever possible.

The Attorney will also participate, when requested by the Village Council or Village Manager, in dispute resolution or settlement discussions. Attorney will review ordinances and resolutions prior to adoption, recommending changes when appropriate, and will draft ordinances, resolutions and other documents when requested through the office of the Village Manager.

The Attorney may, with the prior approval of the Village Manager, subcontract with other firms or individuals to have certain services performed for the Village, such as title searches, but the Attorney shall remain responsible to the Village for the quality and timeliness of these services. Not included within the scope of services between the Village and Attorney, nor among those services that Attorney may contract with others, are those services customarily performed by outside bond counsel.

Should outside counsel be necessary for proper representation of the Village, Attorney shall recommend at least two firms for the Village Council to choose from for such additional representation. Attorney is

responsible to the Village Council for coordinating Village representation with outside counsel, and reporting on a regular basis to the Village Council the status of that particular issue and the outside legal representation.

SECTION II: RELATIONSHIP

The Attorney is not eligible for any fringe benefits or covered by the Village's Personnel Policy. The Attorney is free to act as the legal representative for any other person or entity when doing so will not create a conflict of interest with the interests of the Village of Pinehurst.

The primary contact for the Village regarding legal matters will be the Village Manager. Providing instructions and requests for service to the Attorney shall be the responsibility of the Village Manager. All correspondence of the Village Attorney to the Village Council shall be either directed to or through the Village Manager. All direction from the Village Council to the Village Attorney shall be either directed to or through the Village Manager. No investigations or claims shall be initiated by the office of the Village Attorney without prior approval of the Village Manager. The office of the Village Attorney may initiate responses to inquiries, demands or claims made against the Village, without prior approval of the Village Manager, however, the Village Manager shall be advised promptly of such claims and the responses made. It is understood by both parties that it is the desire of the Village Council that the Attorney practice law on behalf of the Village in a manner designed to be preventive in nature.

There shall be an annual review of the status of this agreement, and the desirability of the legal services being provided herein.

SECTION III; TERM

The term of this agreement shall be from July 1, 2019 to June 30, 2020. Should either party wish to terminate this agreement for any reason they may do so by giving ninety days written notice of their intention to terminate this agreement. Failure of the Village of Pinehurst to give such notice to the Firm shall entitle the Firm to one-fourth of the then applicable annual amount of compensation for the services of Attorney. Failure of the Firm to give appropriate notice to the Village as specified above shall cause the Village not to be obligated to pay any amounts due for legal or related services from and after the date of the resignation of Attorney.

SECTION IV; COMPENSATION

For the provision of legal representation, including the associated paralegal and administrative support services normally associated with legal representation, and other legal services, including the required attendance at Council and other meetings, to the Village of Pinehurst, the Firm shall be compensated in a monthly amount of $4,660.00. It is the intention of the Village and the Firm that the annual compensation amount shall cover attendance at meetings of the Village Council and various Village boards and commissions as described in SECTION I above, and for such additional meetings and consultations as may be required, estimated to be approximately thirty (30) hours per month. A detailed report of the services provided under this agreement, including the hours of service by category or project, shall be submitted to the Village Manager by the 15th of the month following the month of service. It is recognized that demands upon Attorney's time and skills are unpredictable, hence it is agreed that either party may call for a mutual review of the adequacy and reasonableness of the compensation at any time upon ten days written notice,

and that in any event there shall be a full annual review of the services which have been performed and are anticipated with the full Village Council.

For additional services provided to the Village in cases of litigation, beyond the initial thirty (30) hours per month, as authorized through the office of the Village Manager, the Village agrees to pay the Firm the Attorney's the hourly rates described on the attached letter for such services, upon presentation to the Village of an invoice describing the services provided, the provider, the applicable hourly rate, and the amount of time spent by the provider on each particular task.

Payment for subcontracted services, WestLaw Research, Municipal Attorney's Association membership expenses, and continuing education expenses related to municipal law shall be made by the Attorney and shall be charged to the Village on the Attorney's monthly invoice.

It is understood that extraordinary services which may be required of Attorney shall be discussed if and as the occasion arises, and agreement sought on a reasonable basis of additional compensation to be paid, in light of the nature of the situation, the time to be forseeably consumed or the unusual demand to be placed upon Attorney.

It is further understood that litigation may not be unusually demanding, or reasonably require extra or special compensation; at the same time, other situations can develop that do fall in the unusual category, e.g. possibly an extensive revision of the zoning and subdivision ordinances, labor negotiation, financing, etc.. These will be discussed and agreed upon at the time they arise.

For the Village of Pinehurst

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Beth Dunn, Village Clerk

Van Camp, Meacham, & Newman, PLLC:

By: _____
Michael J. Newman

This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act

Brooke Hunter 6/3/19
Brooke Hunter, Finance Officer Date

Brooke Hunter

From: Gina Meador <ginam@vancamplaw.com>
Sent: Monday, June 3, 2019 11:09 AM
To: Brooke Hunter
Cc: Mike Newman
Subject: RE: Legal Services Contract for FY 2020

Good morning,

Mikes hourly rate is $375.00. Please let me know if you need anything further.

Warm regards,

Gina Meador
Legal Assistant
VanCamp, Meacham & Newman, PLLC
Two Regional Circle
P. O. Box 1389
Pinehurst, NC 28370
Fax : 910-235-0233
Main : 910-295-2525
ginam@vancamplaw.com

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From: Brooke Hunter <bhunter@vopnc.org>
Sent: Monday, June 03, 2019 11:04 AM
To: Mike Newman <michaeln@vancamplaw.com>
Cc: Gina Meador <ginam@vancamplaw.com>
Subject: RE: Legal Services Contract for FY 2020

Thanks for your help, Mike and Gina. We picked up the contract last week. To complete the packet, I just need confirmation of your hourly rate. Last year, the rate was $350.

Thanks again,
Brooke

From: Mike Newman <michaeln@vancamplaw.com>
Sent: Thursday, May 30, 2019 12:33 PM
To: Brooke Hunter <bhunter@vopnc.org>
Cc: Gina Meador <ginam@vancamplaw.com>
Subject: RE: Legal Services Contract for FY 2020

Thanks Brooke. Contract is fine. I'll have Gina email you an executed copy today.

Michael J. Newman
VanCamp, Meacham & Newman, PLLC
Two Regional Circle
P. O. Box 1389
Pinehurst, NC 28370
Fax : 910-235-0233
Main : 910-295-2525
michaeln@vancamplaw.com

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From: Brooke Hunter <bhunter@vopnc.org>
Sent: Thursday, May 30, 2019 12:18 PM
To: Mike Newman <michaeln@vancamplaw.com>
Subject: Legal Services Contract for FY 2020

Hi Mike,

I am working on our contract for legal services for the upcoming fiscal year. The attached draft proposes a 2% increase in the monthly contract amount. This is the same amount of increase as last year and seems to be in line with inflation. There have been no other changes to the contract. I have also attached our "Essential Communications for Key Suppliers" for your review and acknowledgement on the second page. After you review, please email me a scanned copy of the signed document.

Feel free to give me a call if you have any questions. To complete the contract packet, I'll also need your current hourly rate letter. If we can wrap this up by early next week, I will place it on the Council's agenda for June 11.

Thanks,
Brooke

Brooke Hunter , CPA
Financial Services Director
Village of Pinehurst
395 Magnolia Rd, Pinehurst, NC 28374
910-295-1900 x 1141 bhunter@vopnc.org www.vopnc.org

Vision: The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions. Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors Values: Service, Initiative, Teamwork, Improvement.

Pursuant to North Carolina General Statutes, Chapter 132, et.seq., this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.

ESSENTIAL COMMUNICATIONS FOR KEY SUPPLIERS

Village of Pinehurst Mission, Vision, and Values

To achieve the vision of the Village to be a "charming, vibrant community that reflects our rich history and traditions," the mission of Village employees is to "Promote, enhance, and sustain the quality of life for residents, businesses, and visitors." Village employees strive to achieve this mission by adhering to a set of core values that are reflected in Village employees' interactions with customers.

Contractors are an extension of the Village workforce by either providing direct services to Village customers or partnering with Village employees. To ensure residents, businesses, and visitors receive the highest levels of service, the Village expects its contractors to reflect the Village's core values while performing services under the terms of the contract. The Village of Pinehurst's Core Values are as follows:

> Initiative – the desire and will to identify what needs to be fixed, fix what needs to be fixed, and take leadership when leadership is needed.
>
> Teamwork – the desire and will to selflessly function as part of a high performing whole and to collaboratively work in ways that take full advantage of input from all members of the team.
>
> Service – the desire and will to selflessly meet the needs of those around you: customers, fellow employees, employers, and the community as a whole.
>
> Improvement – the desire and will to learn and grow professionally and to enhance team processes in ways that improve performance, efficiency, or both.

Ethical Standards

As a contractor working on behalf of the Village of Pinehurst, contractors are expected to reflect our ethical standards. The foundation of government depends on public trust and confidence. While performing the terms of the contract, the Village expects contractors to foster public trust by providing quality service and fair dealings that are respectful, impartial, and accountable. Contractors must also avoid any conflicts of interest or appearance of conflicts of interest or use their position or resources for personal gain.

Village employees or their families may not request or accept any kickback, rebate, cash, or anything of value from a Village contractor. These practices are not only unethical, but are in most cases illegal.

Village employees have the right to be free from harassment on the job because of their race, color, sex, religion, gender, national origin, sexual orientation, age, disability, veteran's status, or other protected class. Harassment of any employee by management, supervisor, or contractor in any form is prohibited. All contractors are expected to abide by these ethical standards of conduct while performing services under contract for the Village of Pinehurst.

Contract Performance Evaluation

At least annually, Village staff will evaluate contractor performance under the terms of this contract. This evaluation will assess how well the contractor performed during the contract period in meeting Village contract requirements of: 1) Fair price, 2) Quality of goods and services, and 3) Timely delivery of goods and services.

As a requirement of this contract, contractors are required to periodically meet with Village staff to assess and communicate contractor performance under the terms of the contract, including the aforementioned terms. These meetings may be in person or by telephone and will allow for open two-way communication between the contractor and the Village representative. These meetings are not an opportunity to renegotiate the terms of the contract, but will be focused on the quality and timeliness of the services provided under the contract. These meetings will also provide an opportunity to share innovative ideas for service delivery that may be incorporated into future process improvements at the Village.

Your Village representative will review key contract service delivery performance measures with you during your meetings. If, for any reason, service delivery is below the contracted performance requirements, or if there are other shortcomings related to demonstration of the Village's values or ethical standards, Village staff will discuss it with you at that time. These meetings will offer both parties an open opportunity to discuss any concerns and to ensure adequate service delivery and identify opportunities for service delivery improvements.

The performance evaluation meeting schedule for this contract is as follows:

Meeting Frequency (Select one): ☐ Quarterly ☐ Semi-Annually ☑ Annually

	Village Representative	Contractor Representative
Name	Jeff Sanborn	Michael Newman
Contact Information	910-295-8641	910-295-2525

The Village values the services provided under the terms of this contract, values the contractor-Village partnership, and looks forward to working collaboratively throughout the contract period to serve Pinehurst residents, businesses, and visitors.

Acknowledgment of Receipt

I hereby acknowledge that I have read, understand, and agree to abide by these contract terms provided above while performing the contract with the Village of Pinehurst.

Van Camp, Meacham + Newman, PLLC
Company Name

Village Attorney
Title

Name of Signer

5/30/19
Date

DISCUSS AND CONSIDER THE CONTRACT FOR THE EXAMINATION OF LOCAL GOVERNMENTAL EMPLOYEES' RETIREMENT SYSTEM CENSUS DATA

ADDITIONAL AGENDA DETAILS:

FROM:
Brooke Hunter

CC:
Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:
6/3/2019

MEMO DETAILS:
The Village of Pinehurst was selected by the Office of State Auditor (OSA) to obtain a required census data examination for the calendar year ended 12/31/19. The Village is one of 53 government employer participants selected from both the Local Governmental Employees' Retirement System (LGERS) and Teachers' and State Employees' Retirement System (TSERS). This is the third year of required testing, and units that were not selected this year will eventually be chosen as the State works through the sample pool, except very small units.

The OSA is the auditor for the State of North Carolina's Comprehensive Annual Financial Report (CAFR), which includes the LGERS plan. Employee information and payroll data for the LGERS plan is entered into ORBIT (North Carolina's online retirement system portal) by each individual government unit. Upon implementation of GASB Standards 67 and 68 regarding the reporting of pension assets and liabilities, the OSA began requiring a selection of government employer participants to obtain an examination of their census data each year. This allows the OSA to provide assurance that the census data used to produce the net pension liability and pension expense data is materially accurate.

The engagement focuses on internal controls surrounding the ORBIT data gathering and input process, as well as several pieces of census data including: eligibility, compensation, gender, date of birth, date of enrollment in the plan with this employer, and termination date.

Our current auditor, Dixon Hughes Goodman, LLP, is experienced in performing these examinations. Based on the professional service we have received, I recommend the Village Council approve the attached engagement letter with Dixon Hughes Goodman, LLP in the amount of $7,000 to complete the state-required census data examination.

The required census data examination will be completed in Fiscal Year (FY) 2020 and funds are available in the FY 2020 budget to cover these unexpected costs.

Please feel free to contact me with any questions.

ATTACHMENTS:

Description

- Census Data Examination Engagement Letter

DHG
DIXON HUGHES GOODMAN LLP

1829 Eastchester Drive
High Point, NC 27265
P 336.889.5156
F 336.889.6168
dhg.com

May 28, 2019

Village Council
Village of Pinehurst, North Carolina
395 Magnolia Road
Pinehurst, North Carolina 28374

The Village of Pinehurst, North Carolina (the "Village") has been selected by the North Carolina Office of the State Auditor, in an email communication dated April 17, 2019, to provide assurance on the accuracy of certain elements of the Village's employee census data submitted to the Local Government Employees' Retirement System ("LGERS") for the calendar year ended December 31, 2018. The form of this assurance will be given under "AT-C sections 105 and 205" of attestation standards established by the American Institute of Certified Public Accountants. Therefore, this letter confirms our understanding of the services we are to provide the Village.

The objective of this engagement is to provide assurance to the North Carolina Office of the State Auditor and the North Carolina Department of State Treasurer that the census data being provided by the Village via ORBIT is materially correct.

We will examine the Village's employee census data and related underlying payroll records to determine the employee census data provided to the Local Government Employees' Retirement System ("LGERS") for the year ended December 31, 2018 is materially correct. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether the Village's employee census data is in compliance with the criteria set forth in the LGERS' Employer Manual (revised January 2018). If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement.

Our report to be submitted is not intended to be a legal opinion on the Village's compliance.

Our engagement will not include a detailed inspection of every employee and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other violations of laws or regulations that come to our attention, unless clearly inconsequential.

PRAXITY™
Empowering Business Globally

Our examination will include obtaining an understanding of internal controls used by the Village sufficient to assess the risks of material misstatement of eligible employee census information submitted to the Department of State Treasurer's Retirement Systems Division (the "State") and to design the nature, timing, and extent of further substantive procedures, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over employee census information submitted to the State. Accordingly we will express no such opinion. This examination is not designed to provide assurance on internal control or to identify deficiencies in internal control.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information.

At the end of the engagement, we will require a representation letter from management that will include, among other items, management's assertion as to the completeness and accuracy of the employee census data reported to the State for the calendar year ended December 31, 2018.

Management is responsible for making all employee census data and related payroll information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with access to all information of which management is aware that is relevant to the LGERS. You also agree to provide us with any additional information that we may request from management for the purpose of this examination as well as unrestricted access to any person within the Village from whom we determine it necessary to obtain additional evidence. Your responsibilities include adjusting employee census data that may have been previously submitted in error.

Management is responsible for assuming all management responsibilities and for overseeing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee this examination and for evaluating the adequacy and results of this examination and accepting responsibility for them.

John Frank is the engagement partner and is responsible for the engagement and its performance and for the report that is to be issued on behalf of the firm. We expect to begin our examination in July 2019 and issue our report by the required October 1, 2019 deadline specified by the North Carolina Office of the State Auditor.

We estimate our fees for this engagement will be $7,000.

Our invoices for this engagement are subject to approval by the Fiscal Management Section of the State Treasurer's Office and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-or-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,

Dixon Hughes Goodman LLP

Dixon Hughes Goodman LLP

JAF/ ccg

ACKNOWLEDGED:

This letter correctly sets forth the understanding of the services to be performed for the Village of Pinehurst.

By: _____ Date: _____
Nancy Fiorillo, Mayor

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

Brooke Hunter 6/3/19
_____
Brooke Hunter, Financial Services Director

DISCUSS AND CONSIDER SOLID WASTE CONTRACT FOR WASTE MANAGEMENT AND LOFTON GARBAGE SERVICES FOR FY 2020.

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

CC:
Jeff Sanborn

DATE OF MEMO:
6/4/2019

MEMO DETAILS:
This item is to consider extending/renewing contracts for solid waste services within the Village limits for FY2020 and FY2021. Waste Management of Carolinas, Inc. is the current provider of services within the Pinewild community and Lofton Garbage Services is a current provider of services for CCNC (there is a second provider as well).

The proposed Waste Management contract extension would expire on June 30, 2021. Waste Management has agreed to a flat rate renewal for FY2020 and would not increase the current monthly fee until the beginning of FY2021 (July 1, 2020), which would be capped at the CPI rate for the previous 12 month period. The value of the FY2020 contract is estimated at $235,000.

The proposed Lofton Garbage Services contract renewal is for 12 months beginning on July 1, 2019 and expiring on July 2020. It includes a CPI adjusted rate increase for FY2020. Lofton is one of two providers contracted for CCNC solid waste services however the estimated value of the second provider's contract is well under the Village Manager's threshold for execution. The value of Lofton's contract is estimated at $110,000 while the other provider (Becky's Rubbish) is estimated at $13,500.

In order to continue services with Waste Management and Lofton's Garbage Services, Council would need to adopt a motion authorizing the Mayor or her designee to execute each contract renewal.

Thanks.

ATTACHMENTS:

Description

- Waste Management Contract Extension
- Lofton Contract

FOURTH AMENDMENT TO
CONTRACT BETWEEN
THE VILLAGE OF PINEHURST, NORTH CAROLINA
AND
WASTE MANAGEMENT OF CAROLINAS, INC.

THIS FOURTH AMENDMENT, made this _____ day of _____, 2019, to the Contract dated February 22, 2010, as amended September 13, 2011, February 26, 2013, and July 10, 2015 (collectively referred to as "the Contract") by and between the Village of Pinehurst, North Carolina (the "Village"), and Waste Management of Carolinas, Inc., a North Carolina corporation (the "Contractor").

WHEREAS, the Village and Contractor desire to extend the term of the Contract and provide for the right to further extend the term upon the mutual agreement of the parties; and

WHEREAS, the Village and Contractor desire to document the compensation to be paid to Contractor during this extended term;

NOW, THEREFORE, the Village and Contractor agree as follows:

Section 1. Defined Terms. All defined terms not otherwise defined herein shall have the same meaning ascribed to them in the Contract.

Section 2. Term. The term of this Contract is hereby extended through June 30, 2021. On or before the end of the current term, or any extended terms thereafter, this Contract may be further extended for up to two additional terms of one year each upon the mutual agreement of the parties expressed in writing.

Section 3. Rates for Services. The parties agree the C.P.I. adjustment which otherwise would have occurred on July 1, 2019 will be waived. Effective July 1, 2020, the Compensation payable by the Village to the Contractor shall be adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, WST CPI ("C.P.I.")) shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

The rate shall be subject to further adjustments in accordance with the terms of the Contract including, but not limited to, C.P.I. adjustments which shall occur each subsequent July 1 (based on the CPI published for the preceding April).

Section 4. Recycling Services. Contractor shall provide collection services to Village residents, but the Village shall be responsible for arranging for processing services and any rebates to the Village associated therewith. In the event the Village designates a processing facility other than Moore County facility located at 456 Turning Leaf Way in Aberdeen, North Carolina, Contractor shall be entitled to a rate adjustment to cover any additional costs associated with hauling the recyclable materials to the processing facility.

Section 5. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Contract, no amendment of the terms of the Contract is intended hereby and the Contract and all its terms and conditions shall remain in full force and effect.

Section 6. Entirety. This Amendment is hereby incorporated into the Contract and together therewith they contain the entire Contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2019.

VILLAGE OF PINEHURST

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

WASTE MANAGEMENT OF CAROLINAS, INC.

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

LOFTON SANITATION CONTRACT for CCNC

STATE OF NORTH CAROLINA

COUNTY OF MOORE

THIS CONTRACT, made and entered into this **1st** day of **July, A. D. 2019** by and between **Lofton Garbage Service** of the County of Moore, State of North Carolina, Party of the First Part (hereinafter sometimes referred to as "Contractor"); and the VILLAGE OF PINEHURST, a duly chartered municipal corporation and body corporate and politic of the County of Moore, State of North Carolina, Party of the Second Part (hereinafter sometimes referred to as "the Village");

W I T N E S S E T H:

THAT WHEREAS, the Contractor is engaged in the business of collecting household trash, recycling, and yard debris, as an independent Contractor; and

WHEREAS, the Village has the responsibility for the collection and removal of such household trash, recycling, and yard debris within the Village of Pinehurst, as a part of its governmental functions; and

WHEREAS, the Village does not wish to collect and remove household trash, recycling, and yard debris within the area known as the Country Club of North Carolina, at the present time, and the Contractor does now and wishes to continue to provide such service in the aforementioned area, and it has been determined by the Village Council of the Village of Pinehurst that it would be in the best interest of the Village and its citizens and residents to enter into this agreement with the Contractor for the purpose of engaging his/her services for a period of one (1) year.

NOW, THEREFORE, for and in consideration of the charges, and the terms, covenants, promises and conditions hereinafter set forth, the Village engages the services of the Contractor for the purpose of collecting household trash, recycling, and yard debris from residential property, and the Contractor agrees to perform said services in the Country Club of North Carolina, Pinehurst, North Carolina, in accordance with this contract.

The terms, covenants, promises and conditions of this agreement and contract are as follows:

1. The term of this contract shall be for a period of one (1) year from **July 1, 2019** through **June 30, 2020**, unless sooner terminated as hereinafter provided or for good cause.
2. The Village covenants and agrees with the Contractor that the Contractor will collect household trash, recycling, and yard debris, each one time per week, from residential properties, at a location adjacent to the house, in the Country Club of North Carolina. If the frequency of collection is altered by the Village during the term of the contract, whether increased or decreased, the contract may be re-negotiated by the parties.
3. The Village covenants and agrees with the Contractor that the Village will pay to the Contractor for the collections listed in #2 above, which may be amended during the year as new homes are constructed, added or deleted.

LOFTON SANITATION CONTRACT for CCNC

Residences listed as "Full" or "Rental" = $23.94 per month for collection of household trash, recycling, and yard debris.

Residences listed as "Partial" = $17.86 per month for collection of household trash, recycling, and yard debris.

Scale tipping fees for household trash are included with "Full", "Rental", and "Partial" rates.

Fuel Surcharge: Fuel surcharge will be established quarterly on July 1, 2019, October 1, 2019, January 1, 2020, and April 1, 2020, based on the price of fuel at the Speedway Station located on Highway #5 and paid in accordance with the chart below.

Fuel Price Range	Adjustment Per Home
Up to $2.749	**$0.00**
$2.75 - $3.249	**$.25**
$3.25 - $ 3.499	**$.50**
$3.50 – $3.749	**$.75**
$3.75 +	**$1.00**

4. All payments to the Contractor will be made by the 15th day of the month following the pick-ups. Failure to provide an invoice by the 5th of the month will delay the payment to the Contractor.
5. The Contractor agrees to submit a monthly accounting of the number of households receiving his/her service each month. This count must accompany the Contractor's monthly invoice. Any changes to his/her accounting of any new households that are being added or dropped must be reported within 72 hours.
6. A monthly count of all homes, where recycling is picked up, must accompany the Contractor's invoice.
7. Contractors must dispose of household trash, recycling, and yard debris at the Moore County Transfer Station and Landfill. Scale tipping fees for household trash are included with **"**Full", "Rental", and "Partial" rates. Scale tipping fees for recycling and yard debris will be reimbursed to Contractor. Truck numbers must be provided to the Village.
8. Contractor must provide all tickets, or copy of tickets, for household trash, recycling, and yard debris, obtained from disposal location. These tickets must accompany the Contractor's monthly invoice. Failure to include tickets will result in delay of payment to the Contractor until tickets are received.
9. Contractor agrees that he/she will furnish all of the necessary labor and equipment to provide residents of the Country Club of North Carolina with once weekly removal of household trash, recycling, and yard debris from residential property.
10. The Contractor further covenants and agrees that he/she will include in his/her services the removal of all refuse of any nature placed in the containers; and a reasonable and normal amount of cartons, newspapers and the like, and that he/she will include in his/her services the removal of a reasonable amount of yard debris, which must be bagged or bundled, and it is mutually understood and agreed that the disposal and removal of cartons, boxes and waste

generated when a resident moves into a dwelling within the aforementioned area shall be the Contractor's responsibility.

11. Contractor further covenants and agrees that he/she, his/her employees, assistants or agents will refrain from crossing a homeowner's property in front or back of a house to make any pickups, unless expressly permitted by the homeowner on either side and that normal procedure provides that the Contractor, his/her employees, agents or assistants will proceed to the location on each property owner's premises where the refuse is stored and will remove the same directly back to the street where the collection vehicle is located without crossing the property of any adjacent or nearby property owner.
12. Contractor further covenants and agrees that collections will be made each week throughout the aforementioned area and should any holiday or external event interfere with this normal routine, Contractor will utilize any off-duty time to complete the regular collections each week; and it is understood and agreed that equipment failures shall be no reason for Contractor to avoid his/her responsibility for the collections required, and that it will be incumbent upon him/her to have available stand-by equipment to take care of such contingency.
13. Contractor covenants and agrees with the Village that in the event a pickup should be missed at any time, for reasons not the responsibility of the Village, or he/she should fail to remove all the household trash, recycling, and yard debris available for pickup, the sum of five ($5.00) dollars per home collection missed will be deducted from that month's payment by the Village, as liquidated damages, forfeited by the Contractor.
14. It is understood and agreed that the Contractor shall be responsible for all worker's compensation and other types of insurance necessary to protect themselves and the Village from any liability whatsoever and the Contractor will provide the Village with a copy of each Policy (see attached insurance memorandum of understanding that is hereby made a part of this contract by reference). Contractor shall pay all taxes and other expenses required in his/her business, and it is clearly understood and agreed that the Contractor is an independent Contractor operating strictly on his/her own and in no sense is he/she to be considered as an employee of the Village of Pinehurst.
15. In the event that landfill disposal fees for household trash at the Moore County landfill or any landfill succeeding the Moore County landfill increase above the annual C.P.I. amount, the cost per home shall be adjusted in a manner agreeable to both parties of the contract so that the increased cost above the annual C.P.I. amount realized by the Contractor as a result of this and only this occurrence can be passed on to the Village.
16. Contractor must comply with all OSHA standards and requirements, where applicable. Contractor must comply with all applicable federal, state, and local laws, rules and regulations.
17. Inasmuch as the Village Council of the Village of Pinehurst has the responsibility, as a governmental function, to collect and dispose of household trash, recycling, and yard debris accumulated by the citizens, residents and property owners of the Village; and because of its responsibility to protect the health, safety, morals and general welfare of the citizens, residents and property owners of the Village, it is necessary that the Village Council see to it that this contract is performed by the Contractor in an efficient and effective manner; and in the event, the Contractor should fail to so perform said contract, then, and in such event, the Contractor agrees that the Village Council shall have full and complete authority to terminate this contract, summarily, and to engage another Contractor to carry out the

governmental function of household trash, recycling, and yard debris collection within the aforementioned area, or to perform such service with Village employees; and upon such termination, the Contractor shall be paid only through the time services have been performed hereunder.

In order to reduce processing costs and to maintain security over financial transactions, all payments made under this contract shall be made electronically. Upon execution of the contract, both parties will work to establish banking relations to enable direct deposit of funds due and payable under this contract.

IN WITNESS WHEREOF, the Village of Pinehurst has caused this contract to be executed in duplicate originals, one of which is retained by each of the parties and has caused its municipal corporate name to be hereto affixed by the Mayor of the Village of Pinehurst, attested by the Village Clerk, and has caused its corporate seal to be hereon impressed, all by authority of the Village Council duly given; and **Jockquinn Lofton**, as Contractor, has hereunto set his hand and seal, all on the day and year first above written.

VILLAGE OF PINEHURST

(Corporate Seal)

By: _____
Nancy Roy Fiorillo, Mayor
Pinehurst, NC

Attest:

_____
Beth Dunn, Village Clerk

_____
Jockquinn Lofton, Contractor

Federal ID# _____
Social Security # _____

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

_____
Brooke Hunter, Director of Financial Services
Village of Pinehurst

COMMUNITY CENTER UPDATE & DISCUSSION OF CHANGE ORDERS/BUDGET AMENDMENT

ADDITIONAL AGENDA DETAILS:

FROM:
Mark Wagner

CC:
Jeff Sanborn, Jeff Batton, Brooke Hunter

DATE OF MEMO:
6/5/2019

MEMO DETAILS:
Staff would like to provide an update on the construction of the Cannon Park Community Center project and discuss some change orders that have become necessary for the project.

Since our last update, the site has seen significant progress to the site. All of the interior and exterior walls are in place, wood trusses have been installed above the program and office area with plywood installation on the trusses approximately 30% complete. Steel trusses were to be delivered on Tuesday, June 11th for the gymnasium, and store front windows are on site and ready to be installed. The two underground storm water systems are being installed and the roof for the building and Cupola should be completed by the end of the month.

Upcoming items of significance in June and July should be the roof installation, rough in for plumbing, mechanical and fire sprinklers, and the beginning of site utility work such as the water and sewer line connections.

The project does remain behind schedule by roughly 3 weeks however due primarily to the delay in receiving the steel trusses for the gymnasium. The contractor hopes to make up some time once the building is under roof, and we hope that is the case, as our schedule is getting very tight. As it stands right now, anticipated move in would be the week of November 11th.

Expenditures for FY2019 to date on the project have totaled $1,360,697. This includes $131,850 paid to Oakley Collier Architects for design services and construction administration for the project. The remaining $1,228,847 has been paid to H.M. Kern Corporation for construction. The total expenditures to date in the Capital Project Fund are $1,518,439 which includes an additional $157,742 paid to Oakley Collier for design services in the prior fiscal year.

The project has a couple of items that have arisen which require a change order for Council's approval and a Council-level budget amendment. I will detail these below for your consideration and discussion during the meeting:

- $19,000 to upsize the 4" sewer line to 6" from the building to the manhole in the right of way to match the size of the line coming from the building. We may be able to offset some of this cost within the project itself, but this would be the maximum expense.

- $1,500 for additional testing services related to the underground stormwater systems. During inspections of the site for the systems, there were concerns about the compaction of the soils and infiltration rates of groundwater. We had to bring the engineers back to do additional testing to make sure the site and the system would work as designed. They were able to confirm the infiltration rates were appropriate and the bad soils were removed from the site. The Village intends to use the extra soil dug from the site as fill for another project potentially to avoid costs from the contractor we would have to pay for hauling and tipping fees to the landfill.

- There is one additional item outstanding we are currently working with Moore County Public Utilities (MCPU) on that is unresolved as of this moment. MCPU right now is requiring us to install an RPZ and large 10' x 6' x 4' hot box in the right of way on the water line that feeds the new on-site fire hydrant and the building sprinkler system. This hot box would result in an additional cost of $26,500. The building design currently has the RPZ unit inside the Community Center in the Riser Room for the sprinkler system. Consulting with our engineers and the Fire Chief, the RPZ by the road on the line serving the fire hydrant appears to go against the State Fire Code. There is a meeting on Friday morning with the County to discuss options which we hope will result in a much cheaper alternative that will not result in a large above ground hot box being placed by the road. We are working with the County on what we hope will be a mutually agreeable solution but it will likely not be resolved in time for the meeting.

Staff would also like to seek approval to move available funds from Contingency into the Capital Project Fund to allow the construction project to move forward in a timely manner as small change orders arise. This, in combination with the Village Manger being granted authority to approve the change orders, will prevent the project from being on-hold until the next Council meeting to approve any minor change orders. With the timeline becoming so tight for the project, staff feels this is critical to completing the building in time for the department to move into the facility and be ready to open for the upcoming basketball season the first week of December.

Staff is happy to answer any questions that Council may have regarding the project or provide additional information as requested. There is also an ordinance as part of this agenda item.

Ordinance #19-13 is attached for your review and approval. This ordinance transfers $165,000 of contingency funds from the General Fund to the Community Center Capital Project Fund for potential change orders during the construction process. The ordinance also delegates authority to the Village Manager to execute change orders to the Community Center construction contract up to the available amount that is appropriated in the Capital Project Fund budget. A report of any executed change orders will be provided to the Village Council at its next regular meeting.

Thank you.

ATTACHMENTS:

Description

- Power Point
- Ordinance 19-13 – Community Center Contingency and Authority Delegation for Change Orders
- CPF Budget Status Report

1895

VILLAGE OF

PINEHURST

Cannon Park Community Center

June 11, 2019

Cannon Park Community Center

March Update

June Update

Cannon Park Community Center

Parking Lot in March

StormTech System Installation

Cannon Park Community Center

Gym Footings in March

Gym in June – Ready for Trusses

ORDINANCE #19-13:

AN ORDINANCE AMENDING THE CAPITAL PROJECT FUND (TRANSFER COMMUNITY CENTER CONTINGENCY FUNDS FROM GENERAL FUND TO CAPITAL PROJECT FUND AND DELEGATE CHANGE ORDER APPROVAL TO VILLAGE MANAGER)

THAT WHEREAS, the Village adopted Ordinance #17-15 to establish the Community Center Capital Project Fund to accumulate the costs associated with the design and construction of a new Community Center at Cannon Park; and,

WHEREAS, the Village adopted Ordinance #18-25 to establish contingency funds for Community Center construction by deferring capital projects that were originally budgeted in FY 2019; and,

WHEREAS, the Village desires to move the $165,000 of contingency funds established in Ordinance #18-25 from the General Fund to the Capital Project Fund for potential change orders during the construction of the Community Center.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the special meeting assembled this 11th day of June, 2019, as follows:

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

Account No.	Account Name	Debit	Credit
46-80-610-7601	Capital Outlay: CIP Construction	$ 165,000	
46-80-190-3910	Transfer from General Fund		$ 165,000

SECTION 2. To amend the General Fund with regard to revenues and expenditures, the revenue and expenditure accounts are to be changed as follows:

Account No.	Account Name	Debit	Credit
10-00-920-9046	Tsf. to Community Center CPF	$ 165,000	
10-80-610-7200	Capital Outlay: Buildings		$ 165,000

SECTION 3. The Village Manager or his designee is hereby authorized to execute change orders to the Community Center construction contract up to the available amount appropriated in the Community Center Capital Project Fund budget. A report of any executed change orders will be provided to the Village Council at its next regular meeting.

SECTION 4. Copies of this budget amendment shall be furnished to the Village Clerk, Village Manager and to the Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 11th day of June, 2019.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Beth Dunn, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

Village of Pinehurst
Community Center Expenditure Budget Status
As of June 7, 2019

	Project Budget	Actual: Prior Years	Actual: Current Year as of 6/7/19	Actual: Total to Date	Budget Variance
Expenditures:					
Design costs	$ 344,000	$ 157,742	$ 131,850	$ 289,592	$ 54,408
Construction & FFE costs	4,404,165	-	1,228,847	1,228,847	3,175,318
Total	$ 4,748,165	$ 157,742	$ 1,360,697	$ 1,518,439	$ 3,229,726

DISCUSS TRI-CITIES HIGHWAY CORRIDOR OVERLAY STANDARDS.

ADDITIONAL AGENDA DETAILS:

FROM:
Natalie Hawkins

CC:
Jeff Sanborn and Darryn Burich

DATE OF MEMO:
6/5/2019

MEMO DETAILS:
This agenda item is to discuss the status of the Tri-Cities group's evaluation of highway corridor overlay standards and seek Council's feedback on the preliminary recommendations of the Tri-Cities work group and Village staff.

Attached to this agenda item is a memo describing the process being used by the Tri-Cities work group to evaluate highway corridors for shared standards between the Village of Pinehurst, the Town of Southern Pines, and the Town of Aberdeen.

Also attached to this agenda item is a spreadsheet identifying the minimum standards agreed upon by the Tri-Cities group and the preliminary recommendations of Village staff for the US Highway 15-501 corridor. The Tri-Cities group agreed to set minimum standards on highway corridors where our jurisdictional boundaries meet, but also agreed that each individual town could implement more restrictive standards if desired and appropriate. For example, the standards considered by Pinehurst for the US Highway 15-501 corridor may be more stringent than those considered by the Town of Aberdeen further south on US Highway 15-501. The attached memo describes this in more detail.

Finally, a map of the highway corridors that are being evaluated by the three jurisdictions is also included.

ATTACHMENTS:

Description
Staff Memo
Tri-Cities Highway Corridor Overlay Map
Tri-Cities US Highway 15-501 Proposed Highway Corridor Overlay Standards
Tri-Cities Shared Highway Overlay Standards Process

MEMORANDUM

To: **Village Council**
From: **Natalie Hawkins, Assistant Village Manager**
Date: **June 5, 2019**
CC: **Jeff Sanborn, Village Manager**
Darryn Burich, Planning & Inspections Director
Subject: **Tri-Cities Shared Highway Overlay Corridor Standards**

This agenda item is to brief the Village Council on the progress to date of the Tri-Cities work group on evaluating shared highway overlay corridor standards and to obtain Council feedback and input on the initial recommendations.

Background

The task of evaluating potential shared highway overlay corridor standards was identified on the FY18-19 Tri-Cities Collaborative Work Plan. The Tri-Cities work group that evaluated shared highway overlay corridor standards was facilitated by Triangle J staff and consisted of Natalie Hawkins (Asst. Manager – Village of Pinehurst), Chris Kennedy (Asst. Manager – Town of Southern Pines), and Justin Westbrook (Planning Director – Aberdeen). This group identified six (6) different highway corridors to evaluate for shared standards where two or more of our three jurisdictional boundaries meet, including the following:

1. US Highway 15-501- Pinehurst, Southern Pines, and Aberdeen
2. NC Highway 5 – Pinehurst and Aberdeen
3. NC Highway 2 (Midland Road) – Pinehurst and Southern Pines
4. Airport Road – Pinehurst and Southern Pines
5. US Highway 1- Southern Pines and Aberdeen

Because the US Highway 15-501 corridor encompasses all three jurisdictions, the work group evaluated this corridor first. On May 21, 2019, the work group presented its initial recommendations for the US Highway 15-501 corridor to the Tri-Cities group of elected officials. At this meeting, the elected officials agreed to present the initial recommendations to their full boards in June for input and feedback.

Because the Town of Southern Pines is the only one of the three jurisdictions that currently has highway overlay corridor standards in place, the work group used their standards as the starting point for developing its recommendations. The Town of Southern Pines has two separate overlay corridor standards for the US Highway 15-501 corridor: 1) Urban Transition Highway

Corridor – North of Morganton Road, and 2) Urban Village Highway Corridor – South of Morganton Road. Attached is a map of the corridors being evaluated by the Tri-Cities work group, which also indicates the location of the existing Town of Southern Pines highway corridor overlay districts.

Using the Town of Southern Pines corridor standards, the work group first agreed which standards to include in the Tri-Cities evaluation. We then evaluated the developed and undeveloped parcels along the US Highway 15-501 corridor and reviewed existing development standards to determine agreed upon minimum corridor standards. The work group identified seven (7) key highway overlay corridor standards to evaluate:

1. Lot dimensional requirements
2. Setbacks and landscape buffers
3. Building height limitations
4. Driveway access
5. Parking location
6. Signage
7. Lighting

Recommendations

As previously indicated, the work group presented its recommendations for the US Highway 15-501 corridor to the Tri-Cities elected officials group on May 21, 2019. The Tri-Cities elected officials group agreed with and supported the recommendations of the work group, which are included in the attached document. While the Tri-Cities work group did not discuss the width of proposed corridors, Village staff recommend using the same 400 feet width that the Town of Southern Pines has on the opposite side of US Highway 15-501.

In several instances, Village staff believe it is more appropriate for the Village of Pinehurst to consider standards that exceed the Tri-Cities minimum agreed upon standards and those are indicated in the attached document.

Next Steps

Before proceeding to evaluate the remaining four highway corridors, the Tri-Cities group is seeking Council feedback on the recommended highway overlay corridor standards for the US Highway 15-501 corridor. The Tri-Cities work group intends to evaluate the NC Highway 5 and US Highway 1 corridors next.

In addition, staff recommends that the newly hired Planning Director, Darryn Burich, and the Planning & Zoning Board review the attached initial recommendations to provide their input as other corridors are being evaluated by the Tri-Cities work group.

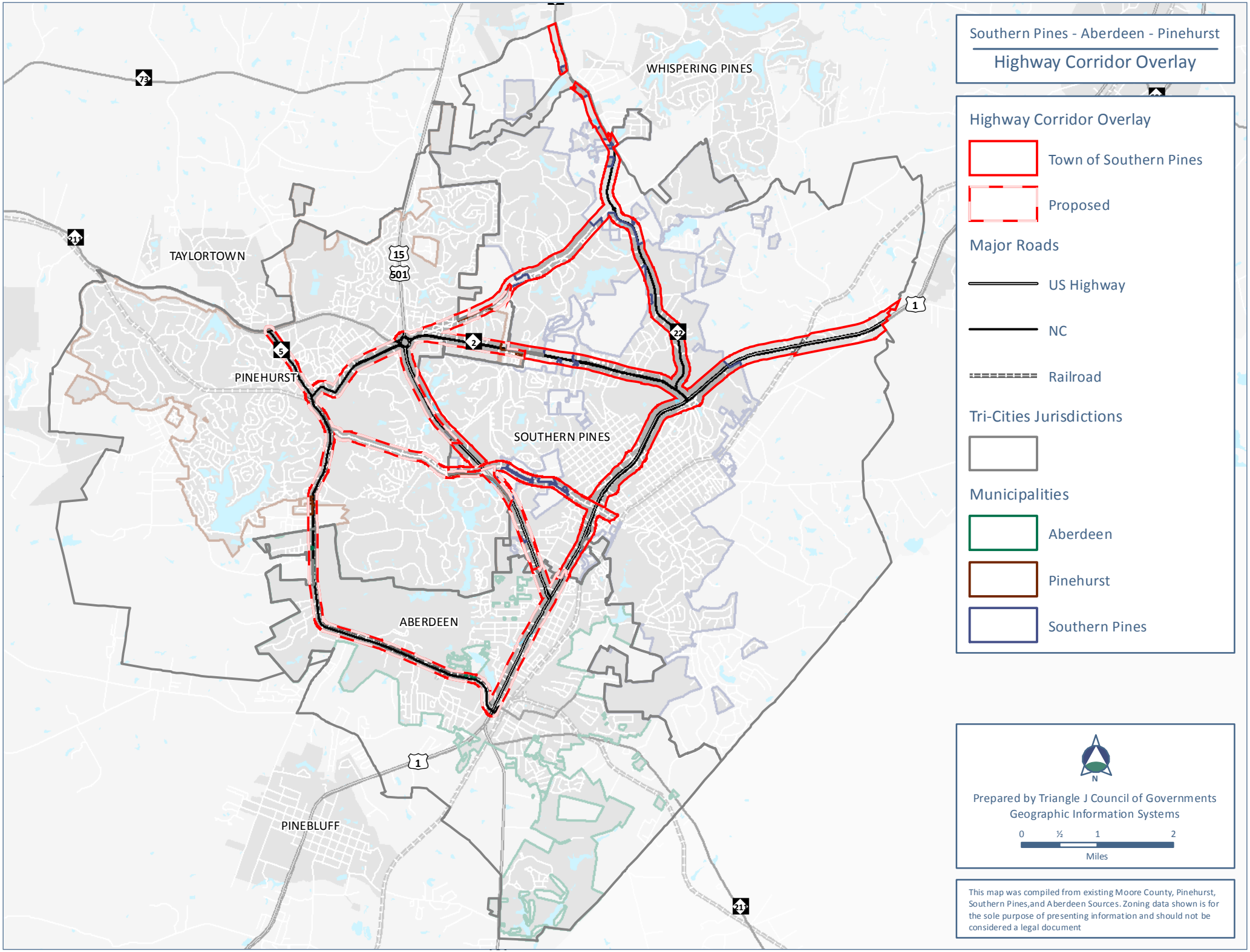
The methodology used by the Tri-Cities work group can also be applied to other corridors not being evaluated by the work group, such as the NC Highway 211 corridor and the US Highway 15-501 North corridor. This evaluation could be performed at the staff level and then presented

to the Planning & Zoning Board for review and consideration. A group of Pinewild residents have previously provided Village staff with recommendations for corridor standards on NC Highway 211 that Village staff intends to review and consider when evaluating this corridor.

Staff also recommends that upon completion of the evaluation of all the corridors (including those outside of the scope of the Tri-Cities work group), the Planning & Zoning Board consider recommending an amendment the Pinehurst Development Ordinance to include one or more highway overlay districts for Council consideration.

Given competing demands and the time needed to conduct a thorough evaluation, I do not think the Village will be in a position to meet Moore County's request to provide preferred corridor standards to them for NC Highway 211 and US Highway 15-501-North by their requested date of June 30th.

Should you have any questions about these initial recommendations, please feel free to contact me directly.


Southern Pines - Aberdeen - Pinehurst
Highway Corridor Overlay
Highway Corridor Overlay
Town of Southern Pines
Proposed
Major Roads
US Highway
NC
Railroad
Tri-Cities Jurisdictions
Municipalities
Aberdeen
Pinehurst
Southern Pines
WHISPERING PINES
TAYLORTOWN
PINEHURST
SOUTHERN PINES
ABERDEEN
PINEBLUFF
15
501
2
5
22
1
73
211
N
Prepared by Triangle J Council of Governments
Geographic Information Systems
0 ½ 1 2
Miles
This map was compiled from existing Moore County, Pinehurst, Southern Pines,and Aberdeen Sources. Zoning data shown is for the sole purpose of presenting information and should not be considered a legal document

Tri-Cities Highway Corridor Overlay Standards (Highway 15-501 - South of the Traffic Circle)

	Southern Pines		Aberdeen	Pinehurst	Tri-Cities	
Corridor Location	**US Hwy 15-501 (North of Morganton Rd)**	**US Hwy 15-501 (South of Morganton Rd)**	**North of US Hwy 1**	**South of the Traffic Circle**	**US Hwy 15-501 (South of the Traffic Circle to US Hwy 1)**	**Preliminary Recommended Standards for Pinehurst**
Design Factor	**Urban Transition Highway Corridor**	**Urban Village Highway Corridor**	**No Corridor Standards - See Underylying Zoning Requirements**	**No Corridor Standards - See Underylying Zoning Requirements**	**Agreed Upon Minimum Standards**	
Corridor Width	Includes land within 400 feet of the corridor street's right-of-way	Includes land within 300 feet of the corridor street's right-of-way				**Includes land within 400 feet of the corridor street's right-of-way**
Lot Dimensional Requirements:						
Minimum Lot Area	40,000 square feet	40,000 square feet	10,000 square feet	5,500 square feet (R-MF) 20,000 square feet (OP) 30,000 square feet (R-30) 5 acres (RD)	10,000 square feet (Aberdeen cannot increase standard to meet others)	**40,000 square feet** (Approximately .92 acres)
Minimum Lot Width	200 feet	200 feet	75 feet	20 feet (R-30) 36 feet (R-MF) 75 feet (OP) 200 feet (RD)	75 feet minimum	**200 feet** *One existing parcel (PAR ID20110182) owned by Church of Jesus Christ Latter Day Saints and zoned Office Professional would not conform*
Yard/Buffer Dimensions, Roadways:						
Building Setback	75 feet	75 feet (40 feet for Lots with access to internal streets)	15 ft	25 feet (OP) 30 feet (R-MF) 40 feet (R-30) 100 feet (RD)	15 ft	**75 feet or 40 feet for lots with access to internal streets** *One existing parcel (PAR ID00991551) owned by Church of Jesus Christ Latter Day Saints and zoned Office Professional is currently setback 35 feet; Internal streets are accessible in Fairwoods on 7*
Parking Area Setback	50 feet	50 feet (40 feet for Lots with access to internal streets)	None	None	5 mimimm	**50 feet** *One existing parcel (PAR ID00991551) owned by Church of Jesus Christ Latter Day Saints and zoned Office Professional has parking that extends to the property line*
Landscape Buffer	50 feet	40 feet	None	10 feet (RD) 30 feet (R-MF; OP; R-30)	5ft minimum	**50 feet** *One existing parcel (PAR ID00991551) owned by Church of Jesus Christ Latter Day Saints and zoned Office Professional would not conform*
Yard/Buffer Dimensions, Side and Rear Yards:						
From Residential Zones	50 feet	36 feet	None	10 feet (RD) 30 feet (R-MF; OP; R-30)	5 ft minimum (This is an agreed upon setback)	**50 feet**
From Non-Residential Zones	25 feet	5 feet	None	10 feet (RD) 30 feet (R-MF; OP; R-30)	5ft minimum	**25 feet**
Bulk and Height Limitations:						
Maximum Building Height	35 feet	35 feet	35 feet	35 feet (R-30, R-MF, OP) 50 feet (RD)	35 feet	**35 feet, with property zoned Recreational District up to 50 feet** *Currently allow building height on property zoned Recreational District (e.g. Fairwoods on 7) up to 50 feet*
Access Driveways:						
Maximum Driveway Width	36 feet	36 feet	None	None	36 feet	**36 feet**
Maximum Driveways per Lot	<400 ft. 1 400 ft. +2	<400 feet 1 400 feet +2	None	2	2	**2**
Minimum Distance from Intersection/**Adjoining Driveway**	150 feet	75 feet	None	100 feet	75 feet minimum	**100 feet**
Common Driveway Adjoining Lot	Recommended	Recommended	None	Recommended	Recommended	**Recommended**

Tri-Cities Highway Corridor Overlay Standards (Highway 15-501 - South of the Traffic Circle)

	Southern Pines		Aberdeen	Pinehurst	Tri-Cities	Preliminary Recommended Standards for Pinehurst
Corridor Location	**US Hwy 15-501 (North of Morganton Rd)**	**US Hwy 15-501 (South of Morganton Rd)**	**North of US Hwy 1**	**South of the Traffic Circle**	**US Hwy 15-501 (South of the Traffic Circle to US Hwy 1)**	
Design Factor	**Urban Transition Highway Corridor**	**Urban Village Highway Corridor**	**No Corridor Standards - See Underylying Zoning Requirements**	**No Corridor Standards - See Underylying Zoning Requirements**	**Agreed Upon Minimum Standards**	
Vehicular Area Location:						
a. Highway Yard Maximum***	40% of total	20% of total	None	None	Aberdeen can't commit until new UDO; They will have the same attempt but maybe a different approach	**0%** *Current Pinehurst South Overlay requires all parking to be in side or rear; One existing parcel (PAR ID00991551) owned by Church of Jesus Christ Latter Day Saints and zoned Office Professional would not conform*
b. Access to Adjoining Lot(s)	Recommended	Recommended	None	None	Recommended	**Recommended**
Signage:						
Maximum Height	10 feet		35 feet	5 feet	Freestanding signs must be the lesser of 20 ft or the average roof height of the structure	**5 feet** *This is more stringent than the agreed upon maximum*
Lighting:						
Maximum average maintained illumination	3.0 lumens per square foot at property line	3.0 lumens per square foot at property line	None	3.0 lumens per square foot at property line	3.0 lumens per square foot at property line *All jursidictions comply with dark sky ordinance	**3.0 lumens per square foot at property line** ***All jursidictions comply with dark sky ordinance**
Maximum mounting height of illumination	40 feet maximum mounting height	40 feet maximum mounting height	None	40 feet maximum mounting height	Maximum 40 feet	**Maximum 40 feet**
Nonconformity						
% of redevelopment triggers re-development to comply to new standard	25%	25%	None	50%	TBD	**50%**

*Yard/Buffer Dimensions can be reduced by 10% when minimum is used.

**Yard/Buffer Dimension cannot be reduced if the minimum and maximum are the same. For the purposes of the calculation, the term building encompasses the entirety of the building on an individual parcel and not just the portion of the building within the overlay.

*** For the purposes of the calculation, the percentage of the total is based on the total number of parking spaces on an individual parcel and not just the parking spaces within the overlay.

Note #1: Pinehurst has a Class 3 (30') buffer requirement for commercial development along the western side of Highway 15-501 from the northern limits of the corporate boundary to the traffic circle (Section 9.5.1.2) of PDO

Shared Highway Overlay Standards Process

Highway overlay districts is an identified task on FY18-19 Collaborative Work Plan. The Town of Aberdeen, Village of Pinehurst, and Town of Southern Pines have agreed to focus on this effort next. The focus areas are the shared highways within the combined corridors in the three jurisdictions (Hwy 1, US 15-501, US 5, etc.)

To facilitate this process, Triangle J can convene a working group of staff from all jurisdictions in the coming months. This would include staff agreeing on shared design standards, identifying pedestrian opportunities through greenway and sidewalk connections, and other items agreed on by the Work Group. Design standards could include the following requirements: development setbacks, landscaping, signage, driveway location/design, internal service road and/or street interconnection, parking requirements, etc.

Process: Staff would meet in-between Tri-Cities meetings. Updates for staff work group will be provided at Tri-Cities meetings. Tri-Cities members will provide feedback to staff work group.

Early January kick off: Staff evaluate current situation; identifies specific items that need to be coordinated in identified area; idea sharing, etc. Staff and Triangle J will research and compile options.

March: Options are presented. Staff works to agree on items.

May: Staff agrees on final options and language. Triangle J will complete final revisions and present at May Tri-Cities meeting.