



**SMPO
FEBRUARY 15, 2024
ASSEMBLY HALL**

PINEHURST, NORTH CAROLINA

- I. Call to Order
 - A. Call to Order
- II. Approval of Minutes
 - A. Approval of SMPO Meeting Minutes
 - August 17, 2023 Formation Meeting
 - September 14, 2023 Formation Meeting
 - September 29, 2023 Formation Meeting
 - October 19, 2023 Formation Meeting Minutes
 - November 13, 2023 Formation Meeting Minutes
 - November 30, 2023 Formation Meeting Minutes
 - January 18, 2024 Regular Meeting
- III. New Business
 - A. Lead Planning Agency Agreement Amendment
 - B. TCC Report
 - C. Discussion and Approval of SMPO Director Salary Grade
 - D. Discussion on Unified Work Plan and Public Participation Plan
 - E. Report from NCDOT District 8: STIP and STI Overview
 - F. Ethics Submission Reminder
 - G. Discussion on SMPO Logo
 - H. Other Business
- IV. General Business
- V. Next Meeting Date
 - A. Next Meeting Date
- VI. Comments from Attendees
 - A. Public Comments
- VII. 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.



**CALL TO ORDER
ADDITIONAL AGENDA DETAILS:**



**APPROVAL OF SMPO MEETING MINUTES
ADDITIONAL AGENDA DETAILS:**

August 17, 2023 Formation Meeting
September 14, 2023 Formation Meeting
September 29, 2023 Formation Meeting
October 19, 2023 Formation Meeting Minutes
November 13, 2023 Formation Meeting Minutes
November 30, 2023 Formation Meeting Minutes
January 18, 2024 Regular Meeting

ATTACHMENTS:

Description

- 08.17.2023 Formation Meeting Minutes
- 09.14.2023 Formation Meeting Minutes
- 09.29.2023 Formation Meeting Minutes
- 10.19.2023 Formation Meeting Minutes
- 11.13.2023 Formation Meeting Minutes
- 11.30.2023 Formation Meeting Minutes
- 01.18.2024 Regular Meeting Minutes



**SANDHILLS AREA METROPOLITAN PLANNING ORGANIZATION
 FORMATION MEETING
 THURSDAY, AUGUST 17TH, 2023
 ASSEMBLY HALL
 395 MAGNOLIA ROAD
 PINEHURST, NORTH CAROLINA
 2:00 PM**

<p>Village of Pinehurst: Voting Member: John Strickland * Voting Alternate: Patrick Pizzella Manager: Jeff Sanborn</p> <p>Town of Southern Pines: Voting Member: Taylor Clement Voting Alternate: Ann Peterson Manager: Reagan Parsons</p> <p>Town of Aberdeen: Voting Member: Robert Farrell Voting Alternate: Wilma Laney Manager: Paul Sabiston</p> <p>Village of Foxfire: Voting Member: Don Boito Voting Alternate: Don Nelson Clerk: Lisa Kivett</p> <p>Village of Whispering Pines: Voting Member: Glenn Bernhard Voting Alternate: Pamela Harris Manager: Rich Lamdin</p>	<p>Town of Taylortown: Voting Member: James Thompson Voting Alternate: Clerk: Rita Maness</p> <p>Town of Pinebluff: Voting Member: Voting Alternate: Administrator: Melissa Adams</p> <p>Moore County Voting Member: Frank Quis * Voting Alternate: Jim Von Canon Manager: Wayne Vest *</p> <p>FHWA George Hoops Bill Marley</p> <p>NCDOT Division 8 Board Member: Lisa Mathis* Board Member At-Large: Pat Molamphy Scott Walston Alena Cook</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

* = Absent

Approximately 12 audience members in attendance.

- I. **Pinehurst – Southern Pines Urban Area Information Session #7**
 A PowerPoint presentation was given by Scott Walston of the NCDOT outlining the Metropolitan Planning Area approval process, the Metropolitan Planning Organization (MPO) structure, the Transportation Advisory Committee (TAC) structure, the Transportation Coordinating Committee (TCO) structure, and main points of the Memorandum of Understanding (MOU).

- II. **Discussion on the Draft Memorandum of Understanding (MOU) and Lead Planning Agency (LPA) Agreement**
 Mr. Jeff Sanborn, Village of Pinehurst Manager, led the review of a draft of the Memorandum of Understanding. The main areas of discussion focused on minor language revisions, weighted voting, the make up of the personnel committee, and a possible change to the Organization’s name. Mr. Sanborn stated the agreed upon revisions would be presented at the next meeting for further discussion.

Mr. Sanborn shared a draft of the Lead Planning Agency Agreement, which Mr. Sanborn stated was given to the Organization solely for their consideration at this time. Mr. Sanborn further stated additional discussion and revisions of the document would need to be made.

Mr. Scott Waltson, NCDOT, shared an example agenda with the Organization and stated the process for drafting agendas will be discussed at the next meeting.

III. Next Meeting

September 14, 2023 Formation Meeting

Respectfully Submitted,

Shannon Konstantinou
Acting Village Clerk
Village of Pinehurst

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.



**SANDHILLS AREA METROPOLITAN PLANNING ORGANIZATION
FORMATION MEETING
THURSDAY, SEPTEMBER 14TH, 2023
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
2:00 PM**

<p>Village of Pinehurst: Voting Member: John Strickland* Voting Alternate: Patrick Pizzella Manager: Jeff Sanborn*</p> <p>Town of Southern Pines: Voting Member: Taylor Clement Voting Alternate: Ann Petersen Manager: Reagan Parsons</p> <p>Town of Aberdeen: Voting Member: Robert Farrell Voting Alternate: Wilma Laney Manager: Paul Sabiston</p> <p>Village of Foxfire: Voting Member: Don Boito Voting Alternate: Don Nelson Clerk: Lisa Kivett*</p> <p>Village of Whispering Pines: Voting Member: Glenn Bernhard Voting Alternate: Pamela Harris Manager: Rich Lamdin</p>	<p>Town of Taylortown: Voting Member: James Thompson Voting Alternate: Gary Brown Clerk: Rita Maness</p> <p>Town of Pinebluff: Voting Member: Ronald McDonald Voting Alternate: Robbie Conley* Administrator: Melissa Adams</p> <p>Moore County Voting Member: Frank Quis* Voting Alternate: Jim Von Canon Manager: Wayne Vest*</p> <p>FHWA George Hoops Bill Marley*</p> <p>NCDOT Division 8 Board Member: Lisa Mathis* Board Member At-Large: Pat Molamphy* Scott Walston Alena Cook*</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

* = Absent

Approximately 11 audience members in attendance.

Mr. Doug Willardson, Assistant Village Manager, represented the Village of Pinehurst in the absence of Mr. Jeff Sanborn, Village Manager.

I. Memorandum of Understanding (MOU)

Mr. Willardson reviewed the agreed upon changes to the MOU from the August 17, 2023 meeting.

The discussion of whether or not to have a weighted vote adopted as part of the MOU was continued. A straw poll was taken to determine what type of voting each municipality preferred (Weighted or One for One vote):

- Town of Aberdeen – Weighted
- Village of Foxfire – One for One
- Moore County – One for One
- Town of Pinebluff – One for One

- Village of Pinehurst – Weighted
- Town of Southern Pines – Weighted
- Town of Taylortown – One for One
- Village of Whispering Pines – One for One

Ms. Taylor Clement, Town of Southern Pines Voting Member, left the meeting at 02:49 PM. Ms. Ann Petersen, Town of Southern Pines Voting Alternate, represented the Town of Southern Pines in Ms. Clement’s absence.

A straw poll was taken to determine if any of the municipalities would withdraw from participation in the MPO should a One for One vote not be adopted as part of the MOU:

- Town of Aberdeen – NO
- Village of Foxfire – NO
- Moore County – NO
- Town of Pinebluff – NO
- Village of Pinehurst – NO
- Town of Southern Pines – NO
- Town of Taylortown – NO
- Village of Whispering Pines – NO

It was agreed further research into weighted votes and alternatives would be done and those findings presented to the Organization for consideration by the governing boards of each municipality prior to the next meeting.

It was determined the name of the MPO would be changed to Sandhills Metropolitan Planning Organization (SMPO).

II. Draft Governing Board Agenda

Discussion of the Governing Board Agenda was tabled for a future meeting.

III. Next Meeting

Friday, September 29th, 2023 at 10:00 AM

Respectfully Submitted,

Shannon Konstantinou
Village Clerk
Village of Pinehurst

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.



**SANDHILLS METROPOLITAN PLANNING ORGANIZATION
 FORMATION MEETING
 FRIDAY, SEPTEMBER 29TH, 2023
 ASSEMBLY HALL
 395 MAGNOLIA ROAD
 PINEHURST, NORTH CAROLINA
 10:00 AM**

<p>Village of Pinehurst: Voting Member: John Strickland Voting Alternate: Patrick Pizzella Manager: Jeff Sanborn</p> <p>Town of Southern Pines: Voting Member: Taylor Clement Voting Alternate: Ann Petersen Manager: Reagan Parsons*</p> <p>Town of Aberdeen: Voting Member: Robert Farrell Voting Alternate: Wilma Laney Manager: Paul Sabiston</p> <p>Village of Foxfire: Voting Member: Don Boito Voting Alternate: Don Nelson* Clerk: Lisa Kivett</p> <p>Village of Whispering Pines: Voting Member: Glenn Bernhard Voting Alternate: Pamela Harris Manager: Rich Lamdin*</p>	<p>Town of Taylortown: Voting Member: James Thompson Voting Alternate: Gary Brown Clerk: Rita Maness</p> <p>Town of Pinebluff: Voting Member: Ronald McDonald Voting Alternate: Robbie Conley* Administrator: Melissa Adams</p> <p>Moore County Voting Member: Frank Quis Voting Alternate: Jim Von Canon Manager: Wayne Vest</p> <p>FHWA George Hoops Bill Marley</p> <p>NCDOT Division 8 Board Member: Lisa Mathis* Board Member At-Large: Pat Molamphy* Scott Walston Alena Cook*</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

* = Absent

Approximately 10 audience members in attendance.

Invocation by Mr. Wayne Vest, Moore County Manager, and Pledge of Allegiance led by Mr. Doug Willardson, Assistant Village of Pinehurst Manager.

I. Memorandum of Understanding (MOU)

The Organization continued the discussion of a weighted vote being added to the voting rules.

The Organization debated redrawing the MPO boundary lines to include the Moore County seat of the Town of Carthage or the entirety of Moore County.

Mr. Frank Quis, Moore County Voting Member, moved to redraw the MPO boundary lines to include the entirety of Moore County. No second was given. Motion failed.

Mr. Robert Farrell, Town of Aberdeen Voting Member, moved to approve including Voting Rule Option 1 (Weighted Vote) in the MOU. Seconded by Mr. John Strickland, Village of Pinehurst Voting Member. Roll call vote:

Village of Pinehurst – Aye
Town of Southern Pines – Aye
Town of Aberdeen – Aye
Village of Whispering Pines – Nay
Town of Pinebluff – Nay
Village of Foxfire – Nay
Town of Taylortown – Nay
Moore County – Nay

The Organization discussed a tie vote automatically going to the “Aye” votes.

The Organization clarified the boundaries of the MPO as drawn comply with the requirements of the State and verified other municipalities would be able to be voted into the Organization in the future.

The Organization discussed its role in transportation project approval by NCDOT and FHWA.

The Organization clarified the agreed upon draft MOU would need to go before each Member’s Council / Board for approval, and a Resolution must be voted on and approved by each Member’s Council / Board.

Mr. Willardson stated a clean copy of the draft MOU and Resolution would be sent out to each Member to use to present to their Councils / Boards along with an estimated budget for each Member’s annual dues / fees.

II. Draft Governing Board Agenda

The Organization reviewed a draft agenda template for the first governing board meeting.

III. Next Meeting

October 19th, 2023 at 02:00 PM.

The need to consider the fact that TARPO (Triangle Area Rural Planning Organization) would not renew the membership of each of the SMPO member municipalities was discussed and the importance of determining how points for projects would be allocated was reiterated.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk
Village of Pinehurst

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.



**SANDHILLS METROPOLITAN PLANNING ORGANIZATION (SMPO)
FORMATION MEETING
THURSDAY, OCTOBER 19TH, 2023
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
02:00 PM**

<p>Village of Pinehurst: Voting Member: John Strickland Voting Alternate: Patrick Pizzella Manager: Jeff Sanborn</p> <p>Town of Southern Pines: Voting Member: Taylor Clement Voting Alternate: Ann Petersen Manager: Reagan Parsons</p> <p>Town of Aberdeen: Voting Member: Robert Farrell * Voting Alternate: Wilma Laney Manager: Paul Sabiston</p> <p>Village of Foxfire: Voting Member: Don Boito Voting Alternate: Don Nelson Clerk: Lisa Kivett</p> <p>Village of Whispering Pines: Voting Member: Glenn Bernhard Voting Alternate: Pamela Harris Manager: Rich Lambdin *</p>	<p>Town of Taylortown: Voting Member: James Thompson * Voting Alternate: Gary Brown Clerk: Rita Maness</p> <p>Town of Pinebluff: Voting Member: Ronald McDonald Voting Alternate: Robbie Conley * Administrator: Melissa Adams</p> <p>Moore County Voting Member: Frank Quis Voting Alternate: Jim Von Canon * Manager: Wayne Vest</p> <p>FHWA George Hoops Bill Marley</p> <p>NCDOT Division 8 Board Member: Lisa Mathis Board Member At-Large: Pat Molamphy * Scott Walston Alena Cook</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

* = Absent

Approximately 10 audience members in attendance.

Mr. John Strickland, Voting Member for the Village of Pinehurst, called the meeting to order at 02:02 PM.

I. Memorandum of Understanding (MOU)

Mr. Jeff Sanborn, Village of Pinehurst Manager, provided an update on approval of the MOU by member jurisdictions (all but two of the member jurisdiction governing boards held meetings and approved adoption of the MOU).

The structure of the formation committee board was discussed. It was determined a Chair and a Vice Chair should be elected, and the Village of Pinehurst would be responsible for noticing SMPO meetings.

The Organization debated sending the submittal to the Secretary of Transportation before the final two member jurisdictions hold meetings.

The Organization discussed who would oversee transportation planning for the member jurisdictions should the SMPO not be officially formed before the deadline (portions would default to Fayetteville's MPO and portions would default to NCDOT), the need for at least 75% of the member jurisdictions to approve adoption of the MOU for approval from the Secretary of Transportation to be given but it being preferable to reach 100% of the member jurisdictions, and whether a Chair and a Vice Chair should be elected prior to the upcoming municipal elections.

Ms. Taylor Clement, Voting Member for the Town of Southern Pines, moved the MOU be submitted as is to the Secretary of Transportation on Friday, November 03, 2023. Seconded by Mr. Don Boito, Voting Member for the Village of Foxfire. Passed by a vote of 7-1 with Mr. Frank Quis, Voting Member for Moore County, dissenting.

The Organization discussed electing a temporary Chair and a temporary Vice Chair to lead meetings until the first official governing board meeting of the SMPO is held.

Mr. Frank Quis, Voting Member for Moore County, moved that Mr. Don Boito, Voting Member for the Village of Foxfire, be elected temporary Chairperson. Seconded by Mr. Glenn Bernhard, Voting Member for the Village of Whispering Pines. Passed by a vote of 7-0.

Mr. Glenn Bernhard, Voting Member for the Village of Whispering Pines, moved that Mr. John Strickland, Voting Member for the Village of Pinehurst, be elected temporary Vice Chairperson. Seconded by Ms. Wilma Laney, Voting Member for the Town of Aberdeen. Passed by a vote of 7-0.

II. Draft Governing Board Agenda

The Organization reviewed a draft agenda for the next meeting and the timeline for presenting a draft Lead Planning Organization (LPO) agreement to the governing boards of each member jurisdiction.

III. Next Meeting

Monday, November 13th, 2023 at 10:00 AM.

Ms. Taylor Clement, Voting Member for the Town of Southern Pines, moved to adjourn the meeting at 03:15 PM. Seconded by Mr. Glenn Bernhard, Voting Member for the Village of Whispering Pines. Passed by a vote of 8-0.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk
Village of Pinehurst

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.



**SANDHILLS METROPOLITAN PLANNING ORGANIZATION (SMPO)
FORMATION MEETING
MONDAY, NOVEMBER 13TH, 2023
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
10:00 AM**

<p>Village of Pinehurst: Voting Member: John Strickland, Temporary Vice Chair Voting Alternate: Patrick Pizzella Manager: Jeff Sanborn</p> <p>Town of Southern Pines: Voting Member: Taylor Clement * Voting Alternate: Ann Petersen Manager: Reagan Parsons</p> <p>Town of Aberdeen: Voting Member: Robert Farrell Voting Alternate: Wilma Laney Manager: Paul Sabiston *</p> <p>Village of Foxfire: Voting Member: Don Boito, Temporary Chair Voting Alternate: Don Nelson Clerk: Lisa Kivett</p> <p>Village of Whispering Pines: Voting Member: Glenn Bernhard Voting Alternate: Pamela Harris * Manager: Rich Lambdin</p>	<p>Town of Taylortown: Voting Member: James Thompson Voting Alternate: Gary Brown Clerk: Rita Maness *</p> <p>Town of Pinebluff: Voting Member: Ronald McDonald Voting Alternate: Robbie Conley * Administrator: Melissa Adams</p> <p>Moore County Voting Member: Frank Quis Voting Alternate: Jim Von Canon * Manager: Wayne Vest *</p> <p>FHWA George Hoops * Bill Marley</p> <p>NCDOT Division 8 Board Member: Lisa Mathis * Board Member At-Large: Pat Molamphy Scott Walston Alena Cook *</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

* = Absent

Approximately 8 audience members in attendance.

- I. Opening Remarks, Mr. Don Boito, Village of Foxfire Voting Member and SMPO Temporary Chair.**
Mr. Don Boito, Village of Foxfire Voting Member and SMPO Temporary Chair, called the meeting to order at 10:00 AM.
- II. Roll Call**
Voting Members or Voting Alternates were present for all member municipalities.
- III. Adjustments / Approval of the Agenda**
The Organization agreed to follow the agenda as written with the exception of moving item IV Status Update from NCDOT on the Submission to the Secretary of Transportation to item V to allow Mr. Scott Walston, NCDOT, time to arrive to the meeting.
- IV. Governing Board By-Laws**

The Organization discussed live-streaming and recording the meetings, the length of the Public Comment Period, adding language to Article 3 – E requiring submission of a Statement of Conflict of Interest to be a sitting member of the Organization, adjusting Article 4 – A to read “The Governing Board will meet at least quarterly” instead of 11 times per year, and what constitutes a Quorum of the Organization.

Mr. Doug Willardson, Village of Pinehurst Assistant Manager, stated the suggested revisions to the Governing Board By-Laws would be made and presented at the next meeting for approval.

V. Status Update from NCDOT on the Submission to the Secretary of Transportation.

Mr. Scott Walston, NCDOT, stated the department was waiting to receive all decisions on the MOU before submitting the MPO documentation to the Secretary of Transportation so a complete package could be considered by the Secretary. Mr. Walston further stated the only member left to provide a decision is Moore County.

Mr. Frank Quis, Moore County Voting Member, stated he was not able to provide a definitive answer on whether the County will approve the MOU and the biggest area of dissent or concern on the County’s part is the fact that the entirety of Moore County is not being included in the MPO.

The Organization discussed the ramifications should the deadline to establish the MPO not be met and options to move forward without decisions by all members of the Organization.

The Organization agreed to move forward with submission of the MPO to the Secretary of Transportation whether Moore County has reached a decision or not and whether Moore County agrees or disagrees with the MOU by Monday, November 27th, 2023.

VI. Lead Planning Agency

The Organization discussed funding distribution and allocation for the SMPO, when dues are required to be paid by member municipalities, the estimated cost of dues for each municipality (to be presented at the first official Governing Board meeting), and what constitutes direct or indirect costs to the SMPO.

Mr. Willardson stated the intention behind presenting the Lead Planning Agency Agreement to the Organization for review is to ensure the responsibilities of the Village of Pinehurst as Lead Planning Agency are clearly outlined and covered in the agreement.

VII. Discuss Draft Job Description for SMPO Personnel

VIII. Future Documents / Plans to Prepare

Mr. Walston will provide draft documents for the Organization to review prior to the next meeting.

IX. Other Business

The Organization discussed the documents as presented at the meeting today being up for approval at the first meeting of the Organization’s official Governing Board, and the need for each member municipality to establish the appointment of their Voting Member and Voting Alternate at the first meeting of their municipality’s governing board held in December after newly elected officials are sworn in.

X. Next Meeting

Thursday, November 30th, 2023 at 10:00 AM.

XI. Public Comments

None.

XII. Adjourn

Mr. Boito adjourned the Formation Meeting at 11.40 AM.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk
Village of Pinehurst

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.



**SANDHILLS METROPOLITAN PLANNING ORGANIZATION (SMPO)
FORMATION MEETING
THURSDAY, NOVEMBER 30TH, 2023
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
10:00 AM**

<p>Village of Pinehurst: Voting Member: John Strickland, Temporary Vice Chair Voting Alternate: Patrick Pizzella Manager: Jeff Sanborn</p> <p>Town of Southern Pines: Voting Member: Taylor Clement Voting Alternate: Ann Petersen Manager: Reagan Parsons</p> <p>Town of Aberdeen: Voting Member: Robert Farrell Voting Alternate: Wilma Laney Manager: Paul Sabiston</p> <p>Village of Foxfire: Voting Member: Don Boito, Temporary Chair Voting Alternate: Don Nelson * Clerk: Lisa Kivett</p> <p>Village of Whispering Pines: Voting Member: Glenn Bernhard Voting Alternate: Pamela Harris Manager: Rich Lambdin</p>	<p>Town of Taylortown: Voting Member: James Thompson Voting Alternate: Gary Brown Clerk: Rita Maness *</p> <p>Town of Pinebluff: Voting Member: Ronald McDonald * Voting Alternate: Robbie Conley * Administrator: Melissa Adams *</p> <p>Moore County Voting Member: Frank Quis Voting Alternate: Jim Von Canon * Manager: Wayne Vest *</p> <p>FHWA George Hoops * Bill Marley *</p> <p>NCDOT Division 8 Board Member: Lisa Mathis Board Member At-Large: Pat Molamphy * Scott Walston Alena Cook *</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

* = Absent

Approximately 8 audience members in attendance.

- I. Opening Remarks, Mr. Don Boito, Village of Foxfire Voting Member and SMPO Temporary Chair.**
Mr. Don Boito, Village of Foxfire Voting Member and SMPO Temporary Chair, called the meeting to order at 10:03 AM.
- II. Roll Call**
Voting Members or Voting Alternates were present for all member municipalities except the Town of Pinebluff.
- III. Adjustments / Approval of the Agenda**
The agenda as presented was approved.
- IV. Status Update from NCDOT on the Submission to the Secretary of Transportation**
Mr. Scott Walston, NCDOT, stated all member municipality Memorandum of Understanding decisions had been received and the submission to the Secretary of Transportation would be done. Mr. Walston did not have a timeline for when the Secretary would make a decision on

the MPO formation but stated all member municipalities would be kept up to date on the progress of the submission as NCDOT is made aware.

V. Future Documents / Plans to Prepare

Mr. Walston detailed how SMPO expenses and funding for the remainder of Fiscal Year 2023 (ending June 30, 2024) will be handled by NCDOT. The Lead Planning Agency will take over handling SMPO expenses and funding the beginning of Fiscal Year 2024 (July 01, 2024).

Mr. Walston reviewed a document titled Future Documents / Plans to Prepare for SMPO and a prospectus, which highlighted milestones the Organization must meet in order to comply with the requirements of formation and funding.

VI. Other Business

The Organization discussed how recent local elections would impact the membership of the Organization and how best to transition, potential training opportunities for Organization members, and establishing a set meeting schedule.

VII. Next Meeting

Thursday, January 18, 2024, at 10:00 AM

The Organization agreed to initially set a meeting schedule as the third Thursday of every month at 10:00 AM. The set meeting schedule would be revisited / adjusted as the Governing Board sees fit once the MPO is fully established.

VIII. Public Comments

None.

IX. Adjourn

Mr. Boito adjourned the Formation Meeting at 10:32 AM.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk
Village of Pinehurst

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.



**SANDHILLS METROPOLITAN PLANNING ORGANIZATION (SMPO)
REGULAR MEETING
THURSDAY, JANUARY 18TH, 2024
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
10:00 AM**

<p>Village of Pinehurst: Voting Member: Patrick Pizzella</p> <p>Town of Southern Pines: Voting Member: Taylor Clement, Chair</p> <p>Town of Aberdeen: Voting Member: Robert Farrell</p> <p>Village of Foxfire: Voting Member: Janice Gregorich</p> <p>Village of Whispering Pines: Voting Member: Pamela Harris</p>	<p>Town of Taylortown: Voting Member: Sidney Gaddy</p> <p>Town of Pinebluff: Voting Member: Ronald McDonald, Vice Chair</p> <p>Moore County Voting Member: Frank Quis</p> <p>NCDOT Board Member At-Large: Pat Molamphy</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Approximately 8 audience members in attendance.

I. Call to Order.

Board Member Pizzella called the meeting to order at 10:01 a.m.

II. New Business.

a. Roll Call

Voting Members were present for all member municipalities.

b. Selection of a Chair and Vice Chair

Upon a motion by Board Member Pizzella, seconded by Board Member Quis, the SMPO unanimously appointed Ms. Taylor Clement, Voting Member for the Town of Southern Pines, as Chair of the SMPO by a vote of 9-0.

Upon a motion by Board Member Harris, seconded by Board Member Gregorich, the SMPO unanimously appointed Mr. Ronald McDonald, Voting Member for the Town of Pinebluff, as Vice Chair of the SMPO by a vote of 9-0.

c. Adjustments / Approval of the Agenda

Upon a motion by Board Member Pizzella, seconded by Board Member Harris, the Board unanimously approved the January 18, 2024, SMPO Regular Meeting agenda as published by a vote of 9-0.

III. Approval of Minutes.

a. Approval of SMPO Meeting Minutes

- i. August 17, 2023 Formation Meeting
- ii. September 14, 2023 Formation Meeting
- iii. September 29, 2023 Formation Meeting
- iv. October 19, 2023 Formation Meeting Minutes

- v. November 13, 2023 Formation Meeting Minutes
- vi. November 30, 2023 Formation Meeting Minutes

Chair Clement asked to continue approval of past meeting minutes to the next Regular Meeting in order to give the Board time to review the minutes.

IV. General Business.

a. Process for Secretary's Signature for MOU

Mr. Scott Walston, NCDOT, reviewed an example of a standard signature page for submission to the Secretary of Transportation.

Mr. Doug Willardson, Assistant Manager for the Village of Pinehurst, will coordinate getting signatures on a standardized signature page for submission to the Secretary of Transportation.

b. Review and Approve Governing Board By-laws

Upon a motion by Board Member Pizzella, seconded by Board Member Gaddy, the SMPO unanimously approved the Governing Board By-Laws by a vote of 9-0.

c. Review and Approve Lead Planning Agency Agreement

Upon a motion by Board Member Quis, seconded by Board Member Pizzella, the SMPO unanimously approved the Lead Planning Agency Agreement by a vote of 9-0.

d. Discussion of Central Pines RPO Points Distribution

Ms. Karyl Fuller, Central Pines RPO Director, reviewed the prioritization process for projects submitted to the NCDOT and the willingness of the Central Pines RPO to donate 400 Local Input Points to the SMPO for projects and to allow the SMPO to allocate the Local Input Points for projects instead of the Central Pines RPO allocating points.

The Board and Ms. Fuller discussed the methodology for assigning points to the SMPO and the timeline for assigning points to member projects.

e. Discussion on FTA Funding Opportunities

Ms. Jennifer Hibbert, NCDOT, provided a brief background of the Federal Transit Authority (FTA) and on the types of funding provided by the FTA, reviewed the availability of FTA funds for the SMPO projects based on qualifying programs (5303 Metropolitan Planning, 5339 Bus and Bus Facilities, and 5307 Urbanized Area), and detailed how the Integrated Mobility Division of NCDOT is able to assist the SMPO with the process of receiving FTA funding.

The Board and Ms. Hibbert discussed the difference between 5311 and 5307 programs, how Moore County has been utilizing 5311 program funds, the amount of funding received by Moore County as part of the 5311 program, the continued availability of 5311 program funds for Moore County in addition to the SMPO 5307 program funds, potential changes to the 5311 program funds for Moore County, the application process / timeline for FTA program funds, and what FTA funding programs are still available to the RPO (municipalities or areas of Moore County that are not part of the SMPO).

Mr. Frank Quis, Voting Member for Moore County, was excused from the Regular Meeting at 10:47 a.m.

f. Presentation of Public Participation Plans

Mr. Scott Walston, NCDOT, and Mr. George Hoops, FHWA, discussed the need for the SMPO to develop a public participation plan.

Chair Clement asked that the discussion of a public participation plan be deferred to the next Regular Meeting.

g. Report from NCDOT District 8

Mr. Bryan Kluchar, NCDOT, reviewed the Division 8 SMPO project list document.

The Board asked that Mr. Kluchar have a presentation prepared for a future meeting that outlines in detail the project list and the process for developing the list.

V. Next Meeting Date

Regular Meeting, Thursday, February 15, 2024, at 10:00 a.m.

VI. Other Business

The Board discussed the next steps to be taken for the hiring of a Planner for the SMPO.

Mr. Walston, NCDOT, reminded the Board to look for upcoming training opportunities on the purpose and function of a Metropolitan Planning Organization.

VII. Public Comments

None.

VIII. Motion to Adjourn

Upon a motion by Board Member Pizzella, seconded by Board Member Gaddy, the SMPO unanimously approved to adjourn the Regular Meeting by a vote of 9-0 at 11:01 a.m.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk
Village of Pinehurst

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.



LEAD PLANNING AGENCY AGREEMENT AMENDMENT ADDITIONAL AGENDA DETAILS:

MEMO DETAILS:

Since the Village is serving as the lead planning agency (LPA) for the Sandhills Metropolitan Planning Organization (SMPO), it is prudent for the Village and the SMPO to have a written agreement that sets forth the authorities and responsibilities of each party. This agreement will facilitate the operations of SMPO and manage the risk to the Village in its capacity as the LPA.

Key provisions of the LPA Agreement include, but are not limited to:

- SMPO is responsible for conducting the metropolitan transportation planning program in accordance with applicable laws, regulations, and agreements;
- SMPO is responsible for the hiring, termination, performance evaluation, etc. of the SMPO staff;
- Pinehurst is responsible for providing certain administrative services to SMPO, such as payroll, accounts payable, accounting, cash management, management of agendas and minutes, and certain human resources and information technology services;
- SMPO, through its member dues, will reimburse Pinehurst for any SMPO costs incurred by Pinehurst that are not reimbursed by the federal and state grants; and
- Insurance requirements for SMPO.

The agreement includes a reimbursement to Pinehurst for costs associated with its role as LPA. The basis for the annual facilities and administrative (F&A) costs is attached.

ATTACHMENTS:

Description

- ☐ LPA Agreement
- ☐ LPA Cost Estimate

**SANDHILLS METROPOLITAN PLANNING ORGANIZATION (SMPO)
AND THE VILLAGE OF PINEHURST LEAD PLANNING AGENCY AGREEMENT**

THIS AGREEMENT is entered into the ___ day of February, 2024, by and between the SANDHILLS METROPOLITAN PLANNING ORGANIZATION, a transportation planning organization and governmental body, established and operating pursuant to 23 US Code 134, and Chapter 136, Article 16, of the North Carolina General Statutes (“SMPO”); and the VILLAGE OF PINEHURST, a municipal corporation organized and existing under the laws of the State of North Carolina (“Pinehurst”) (collectively, the “Parties”).

RECITALS AND BACKGROUND STATEMENT

Title 23, Section 134 of the US Code requires, as a condition of federal transportation funding assistance, the establishment of programs of comprehensive transportation planning in accord with applicable laws. Article 16 of Chapter 136 of the General Statutes provides for the creation of metropolitan planning organizations (“MPO”) to perform comprehensive transportation planning services in the state. SMPO is the officially designated MPO for its jurisdictional region, consisting of county and municipal governments (“Members”), which comprise SMPO’s membership and governing authority.

The Members of SMPO, together with the NC Department of Transportation and the State of North Carolina, have entered into a Memorandum of Understanding (the “MOU”) dated December 22, 2023, setting forth their collective agreement regarding a continuing, cooperative, and comprehensive transportation planning process for the Sandhills Metropolitan Planning Area.

SMPO and Pinehurst acknowledge the MOU as establishing those goals, objectives, rules, regulations, responsibilities, mandates, and means for achieving the same, to which SMPO and its Members and agencies are subject. As established by the MOU, the SMPO Governing Board is responsible for cooperative transportation planning decision making for SMPO, including but not limited to review and approval of the Unified Planning Work Program, Comprehensive and Metropolitan Transportation Plans, and Transportation Improvement Program; development and approval of by-laws; providing direction and control of SMPO staff; and approval of cooperative agreements with municipalities and others.

As authorized by its Governing Board, SMPO has formally requested that Pinehurst be designated as its Lead Planning Agency (“LPA”) to assist SMPO in the performance of certain agreed-upon functions and duties. Pinehurst has agreed to accept the LPA designation and assume the duties and functions of the Lead Planning Agency for SMPO, effective on January 1, 2024, all according to terms set forth in this Agreement.

While the working relationships and protocols among officers and staff of SMPO and Pinehurst are expected to adapt and evolve, the Parties desire to formally set forth and clarify their

respective primary authorities, responsibilities, and operations, according to terms of this Agreement.

IN CONSIDERATION OF the Recitals and Background statement, the mutual benefits to SMPO and Pinehurst arising hereunder, and other good and valuable consideration, the Parties agree to the following:

I. PURPOSE AND OBJECTIVES; TERM

As stated in the Recitals and Background Statement (incorporated and adopted as a part hereof), the purpose of this Agreement is to set forth the legal and functional relationships between SMPO and Pinehurst as LPA. The Agreement is intended to inform and instruct the officers and staff of both organizations regarding their respective areas of responsibility.

The term of this Agreement begins upon execution and ends June 30, 2026 (“Initial Term”). This Agreement shall automatically renew and continue in effect for successive three-year terms (“Renewal Terms”), up to a maximum of ten (10) additional Renewal Terms, unless either party gives written notice of its intention not to renew the Agreement at least six (6) months prior to the end of the Initial Term or any Renewal Term. In that event, this Agreement shall automatically terminate at the end of the said Term.

II. GENERAL SCOPE OF SMPO AND PINEHURST RESPONSIBILITY

RESPONSIBILITY OF SMPO

SMPO shall be responsible for the conduct of the metropolitan transportation planning process in accordance with applicable laws, regulations, and agreements. The planning process shall include the establishment of general goals and objectives; the review and approval of a Prospectus for transportation planning; review, maintenance and updating of the Metropolitan Planning Area boundary; review and approval of the Comprehensive and Metropolitan Transportation Plans; review and approval of the Transportation Improvement Program; review and approval on an annual basis of the Unified Planning Work Program (“UPWP”) and annual budget; and other duties and responsibilities in accord with the MOU and as directed by the Governing Board.

SMPO shall at all times be the sole and exclusive common law employer of all SMPO staff, and SMPO shall comply with all applicable federal, state and local laws governing such matters. A subcommittee described in Section 10 of the SMPO MOU will be created for the hiring, counselling, discipline, termination, performance evaluation, etc. of senior SMPO staff. An employment agreement will be entered into between SMPO and the Director.

Subject to the authority and direction of the Governing Board, the Director shall have sole responsibility for: (1) The development of an appropriate organizational structure to carry out SMPO's responsibilities and duties; (2) The selection, appointment, assignment, training, discipline, termination, grievances and appeals and all other terms and conditions of employment of SMPO staff (with the sole exception of those benefits and limited administrative services provided by Pinehurst as set forth in this Agreement); (3) The supervision, direction, and control of any SMPO staff and other personnel necessary to carry out the transportation planning process; and (4) The development of procedures to monitor and coordinate the planning process and the overall administration of SMPO's programs.

RESPONSIBILITY OF PINEHURST AS LPA

To facilitate the transportation planning process generally, and in furtherance of the goals and objectives of SMPO under the MOU, Pinehurst agrees to provide certain administrative services to SMPO. Such services shall be in accordance with provisions of this Agreement, and as may be further agreed upon by Pinehurst and SMPO as described herein. In accordance with applicable laws and regulations to which SMPO is subject, the UPWP shall be prepared by the SMPO in cooperation with Pinehurst (acting as LPA) and the appropriate State and Federal agencies. For the avoidance of doubt, Pinehurst shall not supervise, direct, or control any SMPO staff, including but not limited to the Director, nor have any right to do so.

As a local government unit member of SMPO, Pinehurst shall continue to have and enjoy the authority, responsibilities, and entitlements arising therefrom.

III. PAYMENT FOR SERVICES PROVIDED

SMPO shall reimburse Pinehurst for costs arising from services to SMPO by Pinehurst as LPA. Such costs include both "Direct LPA Costs" and "LPA Facilities & Administrative Costs", as further described below:

Direct LPA Costs. These costs include actual cost reimbursement of any type of sums paid by Pinehurst on SMPO's behalf, such as salary and benefit payments and expense reimbursements to or on the behalf of SMPO staff; costs of office and other equipment or resources leased or purchased by SMPO; insurance (including workers' compensation and settlements) and other actual and direct costs of products provided to SMPO by Pinehurst.

LPA Facilities & Administrative (F&A) Costs. Pinehurst and SMPO have reached agreement regarding principles and guidelines for determining and allocating F&A costs of LPA services and resources provided to SMPO by Pinehurst ("LPA F&A Costs"). In consideration of LPA F&A costs, both Parties agree that SMPO will provide payment of \$27,000 annually to the Village of Pinehurst during the initial term of this agreement. The

LPA F&A costs will be prorated to \$13,500 for January 1, 2024 – June 30, 2024. This sum shall be invoiced to SMPO annually and paid within 30 days of receipt. Prior to the start of each successive renewal period, Pinehurst support operations will be reviewed and an LPA F&A cost amount to be reimbursed to Pinehurst from SMPO will be recommended for the renewal period. Pinehurst and SMPO will confer and agree upon a reimbursable LPA F&A cost amount to be effective for each year during the renewal period.

SMPO shall have sole responsibility for satisfying all requirements, including the submission of all necessary documentation, to receive any federal, state, or other funding necessary to reimburse Pinehurst for all direct and LPA F&A costs. If SMPO reimbursements to Pinehurst for a given fiscal year do not cover all accrued and eligible Direct and LPA F&A Costs for that fiscal year, SMPO will provide final reimbursement to Pinehurst of Direct and LPA F&A Costs due, if any, on or before September 15 of the following fiscal year. It is anticipated that this funding will come from receipt of SMPO member participation fees.

IV. BUDGET; FINANCIAL ADMINISTRATION; COST AND EXPENSE ALLOCATION AND ACCOUNTING

In General; Responsible Officers.

As LPA, Pinehurst shall be custodian and repository of SMPO's funds and accounts. Revenues, proceeds, and other incomes and receipts of SMPO shall be paid to Pinehurst and maintained by Pinehurst in a designated SMPO fund, or funds. The Pinehurst Financial Services Director will coordinate, maintain, and facilitate the management of SMPO accounts, in close cooperation with SMPO staff. The Pinehurst Financial Services Director will be responsible for signing preaudit certificates for SMPO expenditures as required by NCGS § 159-28. Pinehurst's role is to administratively carry out SMPO's financial directives; in no event shall Pinehurst be responsible for any actions or activity associated with the inappropriate use of funds including any SMPO expenditures that may be found to be unallowable or unsubstantiated. The allocation of financial responsibilities as between Pinehurst and SMPO is set forth in Exhibit 1 to this Agreement.

SMPO Budget.

On or before March 31st of each year, SMPO shall submit to Pinehurst an annual operating budget for the next fiscal year that was approved by the Governing Board. This submission shall be approved by the Village Council as part of Pinehurst's budget process and included in Pinehurst's annual budget ordinance. Once the budget has been approved by the Village Council, any requested increase to the budget will require additional approval by the Village Council. SMPO staff shall prepare all documents, including staff reports, necessary to bring a requested budget increase forward to the Village Council.

Control and Management of Funds; Audit.

Management of SMPO accounts will be in accordance with federal regulations, the NC Local Government Budget and Fiscal Control Act, rules, regulations, and practices applicable to local governments in this State, and all finance-related policies of Pinehurst.

SMPO funds in the custody of Pinehurst will be part of pooled cash and will be allocated a proportionate share of monthly interest earnings based on the cash balance at the end of each month. Pinehurst agrees to maintain sufficient cash to cover the operating expenses of SMPO as they come due.

Pinehurst will report year-end financial activities related to the independently created SMPO special revenue fund as part of Pinehurst's Annual Comprehensive Financial report. SMPO's financial transactions will be included in Pinehurst's annual external financial audit. SMPO staff shall promptly fulfill any auditor requests for information related to SMPO transactions. Any findings or action required as a result of the audit shall be promptly addressed and resolved by SMPO; failure to do so constitutes a material breach of this Agreement. If SMPO desires or is required to produce additional financial reports or audits, such as a federal single audit, the cost will be billed to SMPO as a direct cost.

V. CONTRACTING AND PROCUREMENT

SMPO shall have sole authority and responsibility to review and approve all proposals and contracts for materials, equipment, goods, grants, and services arising under the authority of SMPO relating to such matters that are not the responsibility of Pinehurst as LPA. SMPO's solicitations, proposals, bids, and contracts for procurement of equipment, materials, and services shall be handled in accordance with applicable Pinehurst policies and procedures and State or federal policies and regulations to which SMPO is subject.

Pinehurst and SMPO acknowledge and agree that SMPO's contracting and procurement practices shall be governed by, and SMPO has adopted, applicable federal and NCDOT Disadvantaged Enterprise goals and policies. In addition, SMPO shall comply with Pinehurst's non-discrimination Policy Statement and requirements, and policies relating to contracting and procurement. SMPO will develop policies clarifying the delegation of authority and dollar amount thresholds for the approval of contracts and expenditures.

VI. INFORMATION TECHNOLOGY AND OFFICE EQUIPMENT

Pinehurst agrees to provide SMPO with information technology and office equipment and related technical, administrative, and clerical services, and other incidental items, in the performance of SMPO's duties and responsibilities, as set forth in Exhibit 2 to this Agreement.

SMPO will purchase or lease, maintain, and upgrade the office equipment, office and/or computer hardware, software, and other resources that it determines is necessary. Funds

allocated to SMPO and identified in the UPWP for such acquisitions will be used for such purposes. Alternatively, upon written request by SMPO to Pinehurst, acquisition of such equipment and resources may be undertaken as part of Pinehurst purchases of similar items or bundled with Pinehurst or State contracts for similar equipment and resources in accordance with applicable laws and procedures. Any such purchases by Pinehurst are Direct LPA Costs to be reimbursed pursuant to the terms of this Agreement unless otherwise explicitly stated. All resources and equipment purchased by SMPO independently shall be the property of SMPO. All resources and equipment purchased by Pinehurst on SMPO's behalf shall, upon full reimbursement of all costs to Pinehurst, be the property of SMPO, unless the terms of such purchases, such as a grant agreement, preclude ownership by an entity other than Pinehurst. For example, certain software licenses purchased by Pinehurst for use by SMPO staff may remain property of Pinehurst.

SMPO is responsible for ensuring equipment purchased with grant funds is purchased and maintained in compliance with grant requirements.

SMPO acknowledges and agrees that, with respect to computer hardware, software, or other resources intended to operate on or communicate through Pinehurst's network, such hardware, software, or resources are subject to Pinehurst approval for compatibility and consistency with Pinehurst standards.

VII. HUMAN RESOURCES ADMINISTRATIVE SERVICES

Pinehurst agrees to provide certain administrative services on SMPO's behalf, as set forth in Exhibit 3 to this Agreement. SMPO and Pinehurst agree that SMPO staff, including the Director, shall be considered employees of Pinehurst solely for the purposes of the NC Local Governmental Employees' Retirement System ("LGERS"), health and welfare and other benefits, and general payroll administration and tax withholding, remitting, and reporting, and the policies and procedures related to such matters.

For the avoidance of doubt, Pinehurst shall not be a common law or joint employer of SMPO staff, and SMPO staff shall not be considered employees of Pinehurst except for the purposes of LGERS, health and welfare and other benefits, and general payroll administration. Neither SMPO nor SMPO staff have authority to act on Pinehurst's behalf or hold itself or themselves out as having such authority. SMPO shall be solely responsible for timely and effectively notifying applicants and staff of the terms of this Section VI.

The Director will be responsible for submitting all information to Pinehurst as requested by Pinehurst necessary to carry out the administrative services provided to SMPO, or on its behalf, pursuant to this Agreement.

VIII. AGENDAS, MINUTES AND PUBLIC RECORD SERVICES

Pinehurst agrees to provide certain administrative services as related to the management of agendas and minutes as well as public records as further detailed in Exhibit 4. SMPO

will be responsible for setting the agenda items within the agenda management software. The Pinehurst Village Clerk, or designee, will ensure that the agenda is posted in accordance with North Carolina statutes. Meeting minutes will also be recorded by the Pinehurst Village Clerk and be available in draft form within five business days of the meeting. The Pinehurst Village Clerk, or designee, will also oversee the records management program and ensure all agendas, minutes and other public records are available for public inspection.

IX. COMMUNICATION/COOPERATION

Pinehurst and SMPO, through its Director, shall provide mutual cooperation, communication, and assistance, one to the other, so that services and activities of both organizations will be carried out in the most efficient and professional means possible.

Contact individuals for purposes of communications and notices under this Agreement are as follows:

FOR SMPO:

Director
Sandhills Area MPO
395 Magnolia Drive
Pinehurst, NC 28374

FOR PINEHURST:

Village Manager
395 Magnolia Drive
Pinehurst, NC 28374

X. LEGAL REPRESENTATION

The Pinehurst Village Attorney does not represent SMPO and is not permitted to provide any legal advice or counsel to SMPO staff or the Governing Board. SMPO may contract for general legal services on a continuing basis, as it deems appropriate, including with the same firm that represents the Village of Pinehurst. As it deems necessary, SMPO may engage other legal counsel for more specialized needs, projects, or assignments.

XI. AMENDMENT, TERMINATION, INDEMNIFICATION, MISCELLANEOUS.

Entire Agreement; Amendments. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, “clickthrough agreement”). Neither party may amend, or seek to amend, this Agreement

by clickthrough agreement. The Village Manager and Director are authorized to make amendments to the Exhibits of this Agreement without further approval from the Village Council or Governing Board; all other amendments to this Agreement must be authorized by the Village Council and Governing Board. All amendments shall be memorialized in a written amendment signed by both parties.

Termination. Any Party desiring to terminate this Agreement without cause shall give written notice to the other Party at least six months prior to the expiration of the Initial Term or any Renewal Term. If such notice is timely given, the Agreement shall terminate at the end of the relevant Term. After thirty (30) days written notice to the other party of its default or breach, this Agreement may be terminated by the non-defaulting party, provided that the other party has not taken all reasonable actions to remedy the breach. In the event of termination for any reason (or no reason), Pinehurst shall be paid (1) all Direct LPA Costs incurred before the date of termination, as well as (2) a pro rata share of all LPA F&A Costs for the period prior to the date of termination. In addition, Pinehurst shall be paid (3) any costs incurred or anticipated to be incurred by Pinehurst due to SMPO's breach of Agreement and (4) any Direct or LPA F&A Costs incurred by reason of termination.

Indemnification. To the fullest extent permitted by law, SMPO shall indemnify and hold harmless Pinehurst, its officers and employees (collectively, "Indemnitees"), from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively, "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by SMPO or any of its officers, employees, contractors, or agents (collectively, "Indemnitors"), of any term or condition of Agreement, (b) any breach or violation by Indemnitors of any applicable law or regulation, (c) any other cause resulting from any act or failure to act by Indemnitors under this Agreement, (d) the employment of any SMPO staff, or application for any such employment, or (e) the administration of funds by SMPO. This indemnification shall survive the termination of Agreement.

SMPO's Representations and Warranties. By executing Agreement, SMPO represents and warrants that now and continuing for the term of Agreement:

- a. SMPO shall comply with this Agreement and with all applicable federal, state, and local laws, ordinances, rules, and regulations governing SMPO and its operations, including but not limited to employment of its staff;
- b. SMPO shall work in good faith with Pinehurst to meet requirements imposed by the federal or state government or other funding entity if such funds are used to fund any portion of Agreement;

- c. The individuals signing Agreement have the right and power to do so and bind SMPO to the obligations set forth herein, and such individuals do so personally warrant that they have such authority; and
- d. Neither the execution of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, (i) results in a breach of the terms, conditions, or provisions of any agreement or instrument to which SMPO is not a party or by which SMPO is bound, or constitutes a default under any of the foregoing, or (ii) requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

Pinehurst's Representations and Warranties. By executing Agreement, Pinehurst represents and warrants that now and continuing for the term of Agreement:

- a. Pinehurst shall comply with this Agreement and with all applicable federal, state, and local laws, ordinances, rules, and regulations governing the services it provides under this Agreement;
- b. Pinehurst shall work in good faith with SMPO to meet requirements imposed by the federal or state government or other funding entity if such funds are used to fund any portion of Agreement; and
- c. The individuals signing Agreement have the right and power to do so and bind Pinehurst to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

Pinehurst provides no other representations or warranties. Specifically, and not by way of limitation, Pinehurst does not warrant that the arrangement contemplated herein satisfies legal requirements for SMPO staff to be considered members of the LGERS or eligible for participation in group health or welfare benefit plans.

Insurance. SMPO shall purchase and maintain during the Initial Term and any Renewal Term, and for three years after the termination of this Agreement, insurance for protection from claims under workers' compensation acts as required by law; Commercial General Liability Insurance (including contractual liability and completed operations) covering claims arising out of or related to bodily injury and to real and personal property; Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage when vehicles are use in performance of work or brought onto Village's premises; Employment Practices Liability covering claims arising out of employment including but not limited to discrimination, harassment, and wrongful termination; Cyber Liability (if applicable) covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs,

and regulatory fines; and Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to performance under this Agreement.

Minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Auto Liability	\$1,000,000 CSL
Commercial Excess Liability / Umbrella Policy	\$1,000,000 per occurrence
Employers Liability	\$500,000 per occurrence
Employment Practices Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Fidelity/Public Official Bond	Statutory Limits
Errors & Omissions (if applicable)	\$1,000,000 per claim
Cyber Liability (if applicable)	\$1,000,000 per claim

SMPO may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to Pinehurst.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

Any company insuring SMPO shall have a minimum insurance rating of Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, Pinehurst may, at its option, require SMPO to purchase insurance from a company whose rating meets the minimum standard. SMPOs insurance carrier(s) shall be authorized to do business in the state of North Carolina. If SMPO is unable to find an authorized carrier for any line of insurance coverage, SMPO shall notify Pinehurst in writing.

Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name Pinehurst, its elected officials, officers, employees and volunteers as an additional insured.

Notice of Cancellation

Each policy shall provide that Pinehurst shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies.

Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, SMPO shall procure substitute insurance so as to assure Pinehurst that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

SMPO insurance coverage shall be primary for any claims related to this Agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Pinehurst, its agents or agencies, it being the intention of the parties that the insurance policies shall protect Pinehurst and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided on or before January 1, 2024. Pinehurst's review or acceptance of certificates of insurance shall neither relieve SMPO of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder address should read:

Village of Pinehurst
395 Magnolia Drive
Pinehurst, NC 28374

Public Records. SMPO acknowledges that records in the custody of Pinehurst are public records and subject to public records requests. Pinehurst may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by SMPO, Pinehurst will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. § 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by SMPO, and that are otherwise entitled to protection under N.C.G.S. § 132-1.2(1). If SMPO, its employees, or subcontractors, becomes aware of or has access to confidential records or information, or information of Pinehurst that is protected from disclosure by Federal or State law ("Confidential Information"), SMPO, its employees and subcontractors, shall not disclose any such Confidential Information.

Limited Assignment/Delegation. Neither Party shall assign or transfer its rights or interest in Agreement, nor delegate its duties under Agreement, without the other Party's written consent, which may not be unreasonably withheld.

Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction.

Governing Law. The rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. Any dispute arising from Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Agreement shall be brought exclusively in Moore County, North Carolina.

Non-Exclusive Remedies/No Waiver. The selection of one or more remedies for breach shall not limit a Party's right to invoke any other remedy available under Agreement or by law. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to a Party shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.

Survival. All representations, indemnifications, and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

Gifts and Favors. SMPO shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.

Nondiscrimination. To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a protected class as defined by federal, state, or local law.

Electronic Version of Agreement. Pinehurst may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

Verification of Work Authorization. SMPO shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

No Third-Party Beneficiaries. There are no third-party beneficiaries to Agreement.

Pre-Audit Requirement. This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the Village of Pinehurst Financial Services Director or designee.

Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit Pinehurst’s police powers or regulatory authority.

No Waiver of Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by Pinehurst pursuant to N.C.G.S. § 160A-485 or to in any way waive Pinehurst’s defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of Pinehurst shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

Electronic Signatures. Both Parties acknowledge and agree that the electronic signature application DocuSign may be used to execute this Agreement and any associated documents. By selecting ‘I Agree,’ ‘I Accept,’ or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes their signature as if actually signed in writing. No certification authority or other third-party verification is necessary to validate such electronic signature and the lack of such certification or third-party verification will not in any way affect the enforceability of such electronic signature. Delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

FOR SMPO:

FOR PINEHURST:

Taylor Clement, Governing Board Chair

Patrick Pizzella, Mayor

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

Dana Van Nostrand, Finance Officer

Exhibit 1 – Provision of Financial Services

	PINEHURST	SMPO
Budget Development & Management		
Budget/UPWP Development		X
Budget ordinance formatting for Council (Info provided by SMPO)	X	
Budget approvals in system	X	
Budget monitoring		X
Submittal of budget transfers & modifications		X
Budget transfers & modifications, obtain Council approval as needed, entry into system.	X	
Budget amendments (preparation)		X
Budget amendments (system entry)	X	
Accounting		
Maintenance and verification of appropriate expenses in GL		X
Reconciliations of ledgers for quarterly reporting		X
Submit reclasses for ledger requests (revenue & expense)		X
Approval and posting of reclasses for ledger requests (revenue & expense)	X	

	PINEHURST	SMPO
Maintenance of Financial Source documents		X
Uniform Guidance Compliance	X	X
Posting/Receipt of Revenues to GL	X	
Revenue Tracking/reconciliation	X	
Year-end entries for ACFR/SEFSA (Info provided by SMPO)	X	
Purchasing		
PO Request/Submission under LPA process		X
Creation of PO	X	
Contract Execution		X
Requests of Change orders/monitoring of POs		X
Approval of POs or PO change orders	X	
Accounts Payable		
Maintenance/Setup of Vendors	X	
Submittals of payables/compliance of LPA process		X
Processing Invoices	X	
Travel forms/reimbursement requests		X

	PINEHURST	SMPO
Processing and paying of travel and expenses	X	
P-Card reconciliation and receipt submission		X
Audits and Financial Reporting		
Independent Audit	X	
Single Audit Documentation		X
Staff Report Preparation	X	X
Reimbursement Submittals		
Compiling Reimbursement packet to NCDOT		X
Review of Reimbursement packet by Finance Officer	X	
Final Signature and Submission to appropriate portals for funders		X
Reporting schedules to NCDOT		X
Federal Certification Response		X
Miscellaneous		
Payroll/Timesheet submittal		X
Payroll processing	X	
Member Dues billing	X	
Other Partnership billing	X	

	PINEHURST	SMPO
Policy development and enforcement (in supplement to Pinehurst policies)		X
Inventories/Custody of assets		X

DRAFT

Exhibit 2 – Provision of Information Technology and Office Equipment

	Pinehurst	SMPO
Software		
Microsoft Office 365 Tenant	X	
Adobe Acrobat	X	
Web meeting application (Zoom, Teams, etc.)	X	
NOVUS (Agenda Software)	X	
ESRI (GIS Software)	X	
Transportation Modeling (Caliper)		X
Pinehurst Applications (GP, NeoGov, Training)	X	
Hardware		
Laptops and other computers	Purchased as a direct cost to SMPO, maintained by Pinehurst	
Plotter	Purchased as a direct cost to SMPO, maintained by Pinehurst	
Printers/Copiers/Multi- Function Devices	Purchased as a direct cost to SMPO, maintained by Pinehurst	
Audio / Video Equipment	X	
Networking / Telephony		
Network Drives / Cloud data storage / data backups	X	

	Pinehurst	SMPO
SMPO LAN & Equipment (Switches, UPS, Wireless Access Points)	X	
SMPO Internet	X	
Telephony (Telephone, Voicemail, & related items)	X	
Mobile Wi-Fi Hot Spot / Router	X	
Mobile Phones for SMPO Staff		X
SMPO Office Security (Card Readers, Security Cameras)	X	
Other		
SMPO Websites & Domains	X	
Website Content	X	X

DRAFT

Exhibit 3 – Provision of Human Resources Administrative Services

	Pinehurst	SMPO
Job specification creation and editing		X
Job ad creation	X	
Placing job vacancy recruitment postings via NeoGov and other posting sources	X	
Application screening	X	
Formulating interview questions; interviewing candidates; final selection		X
Background and drug testing administrative services	X	
Correspondence with job applicants	X	
New hire paperwork	X	
New employee I-9 verifications and storage	X	
New employee onboarding	X	
Employee performance evaluations, including pay for performance and merit increase recommendations		X
New Employee entry and existing personnel action entry into Payroll/Personnel system	X	
Disciplinary and employee relations issues		X

	Pinehurst	SMPO
Employee investigations		X
Employee dismissals		X
Storage and Maintenance and Retention of employee personnel files (excluding LGERS and group health and welfare benefits)		X
General benefits questions	X (group health and welfare only)	X
Administration of core (health/dental/life ins) related benefits	X	
Administration of Flexible Spending benefit services	X	
Any other Pinehurst provided employee benefits administration services	X	
Worker's Compensation Claims and Injury Administration (including settlements)	X	
All Employee Safety	X	
Leave related benefits (including FMLA and ADA leave) administration services	X	
Retirement and 401(k) general questions	X	
Retirement application processing services	X	

	Pinehurst	SMPO
All employee appreciation / recognition	X	
Storage and Maintenance of benefits and related files	X	
Employee offboarding	X	
Policy and Procedure development, implementation, and enforcement	X	
Employee questions regarding policies and procedures	X	

DRAFT

Exhibit 4 – Provision of Agenda, Minutes and Records Management Services

	Pinehurst	SMPO
Agenda creation within the agenda management software		X
Submission of agenda items within software program		X
Approval of agenda items	X	
Posting of the agenda	X	
Recording of minutes	X	
Posting of minutes	X	
Responding to public records requests	X	

DRAFT

Exhibit 5. Pinehurst Policies and Procedures of which SMPO Employees are Excluded.

Compensation Policy

DRAFT



Village of Pinehurst

Estimate of Facilities & Administrative Costs for SMPO LPA Services

Background:

2 CFR Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix VII—States and Local Government and Indian Tribe Indirect Cost Proposals provides a broad definition and examples of indirect costs for local governments. Indirect costs are those that have been incurred for common or joint purposes and benefit more than one cost objective (i.e. program or project). After direct costs have been determined and assigned directly to federal awards, indirect costs are those remaining to be allocated to benefitted cost objectives.

Indirect costs include indirect costs originating in the department carrying out the federal award and costs of central governmental services not otherwise treated as direct costs. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Consistency in treatment is key. Common examples of indirect costs include central service costs, general administration of accounting and personnel services, depreciation on buildings and equipment, and the costs of operating and maintaining facilities.

The estimate of LPA facilities and administrative (F&A) costs below utilizes Federal cost principles for allowability and complies with NCDOT MPO allowable expenditures. The costs below are allocable to SMPO however the effort required to track and record each of these costs directly to SMPO outweighs the benefit. SMPO and Pinehurst as the LPA have agreed to group these costs as LPA F&A costs and they will be collectively charged to SMPO as a direct cost for Task Item III.E Management, Operations, and Program Administration Support under the SMPO Planning grant. The SMPO Planning grant will then charge the 10% of modified total direct cost (MTDC) de minimis indirect cost rate as allowed by 2 CFR 200.414 since the Village of Pinehurst does not have a negotiated indirect cost rate, if the budget has sufficient funds for the de minimis indirect cost.

Personnel:

Department	Position	Estimated		Estimated Cost/ Month	Justification
		FY 2024 Hourly Rate	Hours/ Month		
Planning	Planning Director	\$ 49.52	4	\$ 198.08	Daily supervision of the SMPO Director
Financial Services	Financial Services Director	48.08	8	384.62	Review and approval of SMPO contracts and purchase order requests; review and approval of travel requests; budget development and monitoring; approval of SMPO grant invoicing packets; UG compliance monitoring; ACFR and SEFSA preparation and audit
Financial Services	Assistant Financial Services Director	39.05	2	78.09	Review and approval of SMPO entries; preparation of quarterly reporting package; budget development; coordination of audits
Financial Services	Finance Supervisor	31.05	2	62.11	Creation of SMPO member bills; monitoring collection of receivables
Financial Services	Finance Technician - Payroll	24.41	1	24.41	Bi-weekly payroll processing for SMPO employees
Financial Services	Finance Technician - Purchasing/AP	23.10	2	46.20	Weekly processing of SMPO purchase orders and invoices; p-card processing and maintenance
Total estimated salary costs per month				\$ 595.43	
Average fringe benefit rate				36.07%	
Fringe benefits cost per month				\$ 214.77	
Total salaries + benefits per month				\$ 810.19	
				x 12 months	
Estimated annual salaries + benefits				\$ 9,722.30	

Note: Village Clerk time spent on SMPO tasks (preparing agendas, minutes, etc) will be tracked and charged to SMPO as direct costs in accordance with 2 CFR 200.413(c).

Non-personnel:

Department	Description	Rate	Quantity	Estimated Annual Cost	Justification
Buildings & Grounds	Building space maintenance (per sq ft)	\$ 10.00	370	\$ 3,700.00	Allocation of indirect for B&G allocation based on square footage of SMPO space as a portion of the Planning allocation. Planning operating B&G allocation is ~\$10/sq ft.
Planning	Utilities (per sq ft)	4.00	370	1,480.00	Allocate Planning's utilities based on sq ft
Financial Services	Annual financial statement audit*	41,000.00	3%	1,230.00	Allocation of 3% of the Village's audit fee. Based on SMPO being ~1% of revenues/expenditures audited + additional audit work for the special revenue fund to be included in the audit schedules, MD&A, footnotes,
Information Technology	Computer support, software licenses, phone, etc.	10,622.00	1	10,622.00	Allocation of 1% of IT operating costs based on 1 employee and 1 computer. Includes IT support, computer, email, software licenses (Microsoft Office, Adobe Acrobat, etc), telephony, web meeting application, website hosting, etc.
Estimated non-personnel costs				\$ 17,032.00	
Total Estimated Annual Indirect Costs				\$ 26,754.30	
Rounded for LPA Agreement				\$ 27,000.00	
1/2 for first year (based on January 1, 2024 start date)				\$ 13,500.00	
1/4 for first year (based on April 1, 2024 start date)				\$ 6,750.00	

* Single audit fees, if any, will be billed directly to SMPC

Share of LPA Indirect (for illustrative purposes):

20% total match paid by member dues		\$ 5,400.00		
Pinehurst	29%	\$ 1,566.00	\$ 783.00	
Southern Pines	26%	1,404.00	702.00	
Aberdeen	14%	756.00	378.00	
Whispering Pines	8%	432.00	216.00	
Pinebluff	2%	108.00	54.00	
Foxfire	2%	108.00	54.00	
Taylortown	1%	54.00	27.00	
Moore County	18%	972.00	486.00	
	100%	\$ 5,400.00	\$ 2,700.00	



**TCC REPORT
ADDITIONAL AGENDA DETAILS:**



**DISCUSSION AND APPROVAL OF SMPO DIRECTOR SALARY GRADE
ADDITIONAL AGENDA DETAILS:**



**DISCUSSION ON UNIFIED WORK PLAN AND PUBLIC PARTICIPATION
PLAN
ADDITIONAL AGENDA DETAILS:**

MEMO DETAILS:

Please see attached draft work plan

ATTACHMENTS:

Description

- Draft Work Plan

SMPO CY24 Initial Priorities of Work Summary (Draft)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Establish Governing Board and TCC structure and bylaws												
Hire SMPO Director												
Develop Annual UPWP												
Develop and adopt PIP												
Develop Prospectus												
Develop & Adopt Title VI Plan												
Develop CTP/MTP methodology (MTP due December 31, 2026)												
Establish Prioritization 7.0 Local Pionts Methodology for SMPO												
Provide Prioritization 7.0 points allocation input to STIP (submit to CPRPO by July 30)												

Future Year Requirements:

Completion and adoption of CTP/MTP MTP due Dec 31, 2026)

Planning Process Certification



**REPORT FROM NCDOT DISTRICT 8: STIP AND STI OVERVIEW
ADDITIONAL AGENDA DETAILS:**



**ETHICS SUBMISSION REMINDER
ADDITIONAL AGENDA DETAILS:**

MEMO DETAILS:

For those of you who have not already registered with the ethics commission, please do so under SMPO at the following link. [NC Ethics Efile - Home Page](#)

The attached form has additional information. If you have questions, please contact Susanne Sing with the State Ethics Commission at 919-814-3607 or susanne.sing@ethics.nc.gov.



**DISCUSSION ON SMPO LOGO
ADDITIONAL AGENDA DETAILS:**

MEMO DETAILS:

Please see attached sample logos

ATTACHMENTS:

Description

▣ Sample Logos



SANDHILLS

METROPOLITAN PLANNING
ORGANIZATION



SANDHILLS

**METROPOLITAN PLANNING
ORGANIZATION**



**OTHER BUSINESS
ADDITIONAL AGENDA DETAILS:**



NEXT MEETING DATE
ADDITIONAL AGENDA DETAILS:

MEMO DETAILS:

Request for future meetings to be held on the third Wednesday rather than the third Thursday



**PUBLIC COMMENTS
ADDITIONAL AGENDA DETAILS:**