



**VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF MARCH 31, 2020
ASSEMBLY HALL
395 MAGNOLIA ROAD
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 Village Council Meeting Minutes.

B. Public Safety Reports

End of Consent Agenda.

4. Discuss and Consider a Resolution to Appoint David Alzamora to the Board of Adjustment and Planning and Zoning Board.

5. Discuss and Consider Adopting a Public Comment Period Policy.

6. Discuss and Consider Resolution 20-06 Waiving Special Assessment Acceleration.

7. Discuss and Consider the Audit Contract for Fiscal Year 2020.

8. Discuss RFQ for Small Area Plans.

9. Other Business.

10. Comments from Attendees.

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

Pursuant to NCGS §143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

12. Motion to Adjourn the Closed Session and Re-Enter the Regular Meeting.

13. Motion to Adjourn.

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

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

Values: Service, Initiative, Teamwork, and Improvement.



**COUNCIL
ADDITIONAL AGENDA DETAILS:**

ATTACHMENTS:

Description

- 📎 2020 Key Partners List



Council Member to Report	Partners & Collaborators
John Strickland	Moore County Transportation Committee
	Neighborhood Advisory Committee
	Pinehurst Resort
Judy Davis	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
	FirstHealth
	Moore County
Lydia Boesch	Pinehurst Business Partners
	Convention and Visitors Bureau
	Bicycle and Pedestrian Advisory Committee
Kevin Drum	Triangle J. COG
	Partners in Progress
Jane Hogeman	NCDOT/TARPO
	Beautification Committee
	Moore County Schools



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

FROM:

Beth Dunn

CC:

Jeff Sanborn

DATE OF MEMO:

3/17/2020

MEMO DETAILS:

Attached are the draft minutes from the Village Council Special Meeting, Closed Session, Regular Meeting, and Work Session on March 10, 2020.

ATTACHMENTS:

Description

- ☐ March 10, 2020 Special Meeting
- ☐ March 10, 2020 Regular Meeting
- ☐ March 10, 2020 Work Session



**VILLAGE COUNCIL
MINUTES FOR SPECIAL MEETING OF MARCH 10, 2020
COUNCIL CONFERENCE ROOM
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
3:30 PM**

The Pinehurst Village Council held a Special Meeting at 3:30 p.m., Tuesday, March 10, 2020 in the Council Conference Room of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Kevin Drum, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager

1. Call to Order.

Mayor Strickland, called the Village Council special meeting to order.

2. Motion to Recess the Special Meeting and Enter a Closed Session.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Hogeman, Council unanimously approved to recess the special meeting and enter into a closed session, pursuant to NCGS §143-318.11(a)(4), for Village Council to discuss economic development matters involving a prospective new business or the expansion of an existing business or industry, by a vote of 5-0.

3. Motion to Adjourn the Closed Session and Re-enter the Special meeting.

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

4. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Boesch, Council unanimously approved to adjourn the special meeting by a vote of 5-0 at 4:30 p.m.

Respectfully Submitted,

Beth Dunn,
Village Clerk

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

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**VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF MARCH 10, 2020
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Regular Meeting at 4:36 p.m., Tuesday, March 10, 2020 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Kevin Drum, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Beth Dunn, Village Clerk

And approximately 48 attendees, including 8 staff, and 1 press.

1. Call to Order.

Mayor Strickland, called the Village Council meeting to order.

2. Reports:

Village Manager

- Today the Governor of North Carolina declared a State of Emergency. It is important for us to take reasonable and responsible action to protect ourselves and those around us. The CDC has a lot of useful information on their website, the link to the website is posted on the Moore County Health Department website. The situation is being monitored, in regards to the upcoming St. Patrick's Day Parade.

Village Council

- Councilmember Boesch stated she and Councilmember Hogeman meet with Bike and Pedestrian Advisory Committee and they discussed some recommendations related to pedestrian safety. She received a call from a resident to thank the Police Department for doing a great job.
- Councilmember Drum stated Pinehurst is again the safest City in NC and the Hospital was ranked as top 4 hospitals in North Carolina. He also noted that NC has set up a 24-7 hotline for questions about Coronavirus. The hotline number is 1-888-850-2684.
- Councilmember Hogeman attended the Beautification Committee meeting and they are getting busy with starting spring plantings, litter pick-up, and landscaping. She noted that these are all volunteers, working on Village committees, and they are doing a great job.
- Mayor Pro Tem Davis stated she, Jeff Sanborn, and Mayor Strickland met with Mickey Foster, CEO of FirstHealth, and the hospital is fully prepared for the Coronavirus and what may come their way. She stated that she is glad the Village has such a strong partner.
- Mayor Strickland stated he attended a Partners in Progress meeting and Dr. Grimesey, Moore County School Superintendent, gave a report that the construction work on the new Pinehurst Elementary School is on schedule and on budget.

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.

- Approval of Village Council Meeting Minutes.
 - February 25, 2020 Regular Meeting
 - February 25, 2020 Work Session

End of Consent Agenda.

Upon a motion by Councilmember Drum, seconded by Councilmember Boesch, Council unanimously approved the Consent agenda by a vote of 5-0.

4. Discuss Public Comment Period Policy.

Beth Dunn, Village Clerk, reviewed the draft Public Comment Period with Council. Council Hogeman suggested adding that Council may allow comments at various times in the meeting. She also suggested adding on the Village website how to email or write a letter to the Council rather than having to come to a Council meeting and speak. Councilmember Drum stated he believes it is a conflict to have a policy in place but then allow comments at any time during the meeting. Councilmember Boesch suggested a few minor editorial changes. Mayor Strickland stated that staff will make minor revisions suggested and bring back to Council at their next regular meeting.

5. Pedestrian and Child Safety on Residential Streets.

Lee Pittman, 170 Everett Road, explained they are here today to voice their concerns on pedestrian safety. It has come to their attention that speeding and lack of sidewalks are a concerns. He believes one major problems is that these roads in this area are becoming a cut through to avoid the traffic circle. He noted that the new Community Center has no sidewalks to get there. He explained he doesn't know the solution but they are just voicing their concerning. He noted that the 4 way stops on Monticello Road have seemed to deter people using the road as a cut through.

Kelly Dawkins, 40 Woods Road, said he has rarely seen a crowd this big at a Council meeting showing their support. When he moved here there 5 years ago there were no children on his street and now there are 11 children kindergarten age and under. The Village promotes Mr. Kelly stated that he roads are narrow, small, and not constructed for pedestrian facilities but we can't ignore where dangerous conditions exists. He has seen his neighbor's mailbox clipped 2 and witnessed accidents while walking his children to school. Woods and McIntyre.

Jeff Sanborn, Village Manager, stated staff pulled some data together related to pedestrian safety of Village streets. Mr. Sanborn noted that within 21 years there had been 22 total pedestrian accidents and 11 of those accidents were on Village streets. He also noted that Southern Pines had 9 pedestrian accidents and 6 or 7 in Aberdeen. Mr. Sanborn shared an expert from NHTSA publication on setting speed limits and noted the key question to ask ourselves is what our accident history is and the history shows we are relatively safe. Mr. Sanborn reviewed general recommended strategies to reduce pedestrian-motor vehicle crashes and explained that stop signs are not usually recommended to control speeds, as they tend to exacerbate speeding further away. Mr. Sanborn reviewed the existing process staff uses to address traffic and pedestrian issues.

Mayor Strickland invited Mr. Pittman and Mr. Kelly for additional comments. Mr. Pittman said he would love to have the clay paths, as did Mr. Kelly. Councilmember Boesch hopes Council can continue to work with the neighborhood to find a solution. Councilmember Drum stated that we need to deal with the issues holistically and figure out where we need to start. Councilmember Hogeman stated the Village is committed to accommodating pedestrian traffic. Mayor Pro Tem Davis stated that she lives across from Mr. Kelly and her perception is that people are speeding in the area and we need to look at the whole ecosystem. Mayor Strickland asked that Mr. Kelly give him contact information and how to contact their group going forward.

6. Other Business.

No other business was discussed.

7. Comments from Attendees.

- Clark Campbell, Woods Road, stated that all the data presented is just data. He believes he is a knowledgeable source to speak to stops signs controlling speeds, as he used to live on Medlin Road and the short distance between the stop signs did deter speeding. The amount of traffic isn't the problem it is the safety. He asked Council to take into consideration of the information Kelly and Lee presented. He also stated that with Cannon Park being the only available park now is also causing issues and more congestion. He believes a clay/sand path from the school to Cannon Park would be a solution.
- Frank Pasifico, 155 McKenzie Road East, Road, is concerned with extra-large political signs in the Village. Noted at the corner of Magnolia and McCaskill there had been a box truck parked with a 10 foot sign on it.
- Katelyn Hunsucker, 205 Short Road, wants to make sure that it's clear that one issue is the intersection of Rattlesnake Trail and Woods Road. That intersection is not safe and we are lucky that nothing has happened. She would like for there to be a cross walk installed at that intersection, even if it is just lines painted on the road.
- Tom Campbell, Monticello Road, explained that on Monticello Road the stop signs and the 25 mph zone has seem to slow people down and they feel safer coming out onto the main road.
- Jane Claire Dawkins, 40 Woods Road, asked Council to be proactive and not reactive. There are neighbors not walking in the neighborhood because it is not safe. She stated that she hopes they are looking at the big picture and not irrelevant data from when there were no children living in the neighborhood.

8. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Drum, Council unanimously approved to adjourn the regular meeting by a vote of 5-0 at 6:36 p.m.

Respectfully Submitted,

Beth Dunn,
Village Clerk

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

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**VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF MARCH 10, 2020
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA**

IMMEDIATELY FOLLOWING THE REGULAR MEETING

The Pinehurst Village Council held a Work Session at 6:47 p.m., Tuesday, March 10, 2020, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Mr. John C. Strickland, Mayor
Ms. Judy Davis, Mayor Pro Tem
Ms. Lydia Boesch, Treasurer
Mr. Kevin Drum, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey Sanborn, Village Manager
Ms. Beth Dunn, Village Clerk

And approximately 7 attendees, including 6 staff.

1. Call to Order.

Mayor John Strickland, called the Council work session to order.

2. Discuss Recommended Changes to Budget Ordinance and Delegated Authorities.

Brooke Hunter, Financial Services Director, explained the annual budget ordinance adopted by Council identifies all revenues and expenditures projected for the upcoming fiscal year (FY) as well as specific budget amendment and contracting authorities to the Village Manager. Staff is proposing changes to three sections of the budget ordinance for FY 2021 to increase operational efficiencies, more closely align with General Statute definitions, and mirror the practices of other peer communities.

Ms. Hunter explained staff is recommending combining operating and capital expenditures into a single appropriation for each department beginning in FY 2021, as currently we separate each department's expenditures between operating costs and capital costs. NC General Statute 159-13 requires that the governing body make appropriations by "department, function, or project" in the budget ordinance. Combining operating and capital into a single departmental appropriation directly aligns with the state statute language and mirrors several of our peer communities. This change will allow the Village Manager to approve reclassification budget amendments between capital and operating items in the same department that exceed \$10,000. Under the current ordinance structure, those amendments must be approved by Council. Reclassification amendments that are \$10,000 or less will no longer be required to be reported in the budget amendment report, since the amendments will not alter the original budget ordinance. This change will also reduce the number of budget amendments to report. In the past two years, approximately fifteen amendments were made between operating and capital line items in the same department. Ms. Hunter noted that there would be no change in the way financial reports, such as the CAFAR and quarterly reports, are reported to Council.

Ms. Hunter explained that staff is also recommending increasing the Village Manager's authority to make budget amendments between departments within the same fund from \$10,000 to \$25,000. NC General Statute 159-15 allows Council to delegate this authority. The \$10,000 limit was established in the FY 2005 budget ordinance when the Village's total budget was only \$11.6 million, in FY 2020, our total budget was \$21.6 million. Ms. Hunter noted that upon a review of our peers she found that Cornelius and Moore County do not place a limit on transfers of line-item expenditures even between departments, Holly Springs has a limit of \$15,000 between departments, and Davidson allows transfers up to 10% of the appropriated funds for the department whose allocation is reduced. This change will provide additional flexibility to transfer existing funds between departments, as needed.

Ms. Hunter also explained that staff recommends adding a statement to allow unlimited budget amendment authority within the same fund in the event a State of Emergency is declared, similar to the current contracting authority language that was added in response to Hurricane Florence in Fiscal Year 2019. This will allow the Village Manager to move funds between departments in the same fund to allow the Village to execute a contract in an emergency. Funds must be available before the Village should enter into a contract.

Ms. Hunter stated that staff recommends increasing the Village Manager's authority to enter into services contracts from \$25,000 to at least \$50,000. This change will also delegate authority to the Village Manager to execute service contracts with unlimited authority during a State of Emergency. Ms. Hunter explained the current threshold for service contracts was established in FY 2008 and has caused some delays in recent years. She also noted that State statutes do not require council approval for service contracts, so the limit could be increased to any amount. Increasing the limit to \$50,000 will allow more efficient execution of contracts and completion of projects at the Village. As the cost of doing business has increased since FY 2008 and the Village has moved toward more IT subscription services contracts, there are now a couple of routine IT contracts that require Council approval. Ms. Hunter explained that the Village Manager is only able to execute contracts if appropriations are available in the budget ordinance that Council adopted.

Ms. Hunter summarized the proposed changes which includes; combining operating and capital expenditures into a single appropriation for each department, increasing the Village Manager's authority to approve budget amendments between departments from \$10,000 to \$25,000, and increasing the Village Manager's contracting authority for services from \$25,000 to \$50,000. These changes will ensure our expenditure appropriations align with General Statute definitions, allow for timely execution of contracts and completion of work in the Village, and bring our delegated approval limits closer to the practices of similar peer communities in North Carolina.

3. Discuss Moore County Highway Corridor Overlay District.

Councilmember Hogeman shared a map of the Moore County Highway Corridor Overlay District and reviewed the County's process of creating the proposed standards. She noted that the County Planning Board will vote on the proposed standards at their April 2nd meeting. Councilmember Hogeman stated that the County did great developing the standards but not all recommendations from Pinewild, in June of 2019, were incorporated into the document. She reviewed her comments and recommendations that she submitted to the County, as a personal citizen. Ms. Hogeman noted that Foxfire Village Council has also submitted some comments back to the County as well.

Mayor Pro Tem Davis stated she would like to add no light sensors on outside lighting. Mr. Sanborn stated he believes the County's base ordinance covers shielding light. Councilmember Boesch stated that she applauds the County for creating these standards and that she doesn't think we need to apply our high standards to the entire County, as this transition area is a one size fits all. She wants to make sure our request to the County is accurate. Councilmember Drum stated he was impressed with Moore County's work. Darryn Burich, Planning and Inspections Director, stated staff will touch base with Moore County Planning staff and clarify a few items and make some recommendations based on the discussion Council had tonight.

4. Other Work Session Business.

Mark Wagner, Parks and Recreation Director, explained with the threat of the Coronavirus a lot of questions have come up in regards to upcoming events and they want to be proactive. Staff has rented hand washing stations for the St. Patrick's Day Parade. Mayor Pro Tem Davis asked if parade participants were contacting them with questions. Megan McDonald, Event Coordinator, stated that she hasn't heard from anyone just yet but the concerns are growing. Council discussed if they should allow parade participants to hand out items to the public. Council agreed the situation needs to continue to be monitored and cancellations may be necessary in the future.

5. Potential Future Work Session Agenda Items.

- Mayor Strickland stated the Resort will have an article about the 125th anniversary in the Putter Boy Magazine in March. The Resort are producing banners and if they do an event it will be on December 31st at the Holly Inn. The Village is also looking into a Village logo, banners, and news releases to share events that occurred in 1895. Councilmember Boesch stated this is about awareness and education. Mayor Strickland noted that he will update everyone at the next meeting.
- Councilmember Boesch asked how Council will move forward to address the pedestrian issues they heard tonight. Councilmember Hogeman stated that the Bicycle and Pedestrian Committee meets on April 2nd and are going to be a great ally. Mayor Pro Tem Davis stated she would try to summarize all the feedback from the residents and circulate that back to Council. Councilmember Drum asked where the cross walk at the hospital was located. Jeff Batton stated there is a crosswalk at the intersection of Highway 211 and Memorial Drive.

Upon a motion by Mayor Pro Tem Davis, seconded by Councilmember Boesch, Council unanimously approved to adjourn the work session by a vote of 5-0 at 8:32 p.m.

Respectfully Submitted,

Beth Dunn,
Village Clerk

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

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**PUBLIC SAFETY REPORTS
ADDITIONAL AGENDA DETAILS:**

FROM:

Beth Dunn

CC:

Jeff Sanborn

DATE OF MEMO:

3/18/2020

MEMO DETAILS:

Attached are the February, 2020 Public Safety reports.

ATTACHMENTS:

Description

- ☐ February, 2020 Fire Report
- ☐ February, 2020 Police Report



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

SUMMARY FOR THE MONTH OF FEBRUARY 2020

SUMMARY OF INCIDENT CALLS

	<i>NUMBER THIS MONTH</i>	<i>NUMBER FYTD</i>	<i>NUMBER THIS MONTH LAST YEAR</i>	<i>NUMBER FYTD LAST YEAR</i>	<i>PERCENTAGE YTD</i>
TYPE OF INCIDENT					
Fire	3	32	2	24	33%
Overpressure Rupture, Explosion, Overheat - no fire	0	4	0	2	100%
Rescue & EMS Incidents	53	383	35	360	6%
Hazardous Conditions - no fire	17	111	11	127	-13%
Service Call	27	237	25	217	9%
Good Intent Call	21	205	22	208	-1%
False Alarm & False Call	26	231	21	274	-16%
Severe Weather & Natural Disaster	0	7	0	92	-92%
Special Incident Type	0	1	0	0	100%
TOTAL INCIDENTS	147	1211	116	1304	-7%

SUMMARY OF INSPECTION

	<i>NUMBER THIS MONTH</i>	<i>NUMBER FYTD</i>	<i>NUMBER THIS MONTH LAST YEAR</i>	<i>NUMBER FYTD LAST YEAR</i>	<i>PERCENTAGE YTD</i>
TYPE OF INSPECTIONS					
Residential	4	92	8	78	18%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	0	0	7	-700%
Commercial	40	76	13	153	-50%
Plan Review/Site Inspections	10	15	5	35	-57%
Reinspection	4	99	10	139	-29%
Occupancy Certificates	8	8	0	1	700%
TOTAL INSPECTIONS	66	290	36	413	-30%
Violations Found:	35	113	9	387	-71%
YTD Violations to be Corrected:		78		378	
YTD Violations Corrected:		65		272	
Correction Percentage:		83%		72%	

March 11, 2020

J. Carlton Cole, Fire Chief

FIRE DEPARTMENT

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



PINEHURST FIRE DEPARTMENT

By The Numbers - February 2020



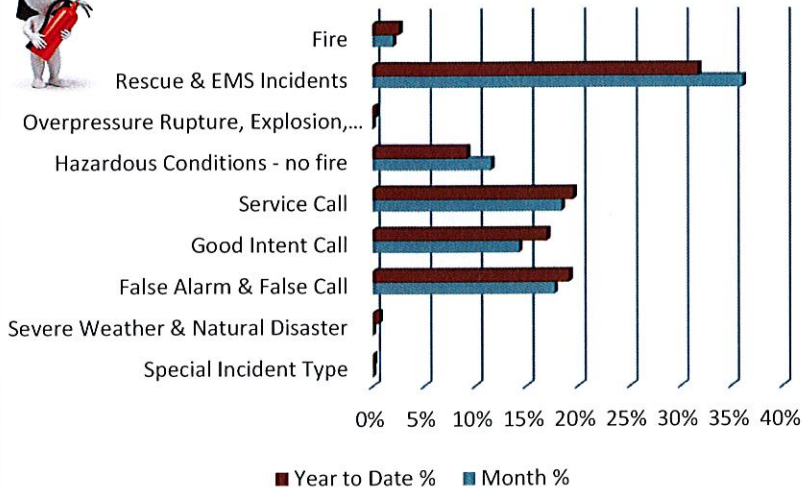
Month

Calls for Service **147**
 % Overlapping Incidents **7.43%**
 Busiest Day of Week **TUES**
 Busiest Hour of Day **7 pm**
 # of Times Staff Recalled **0**

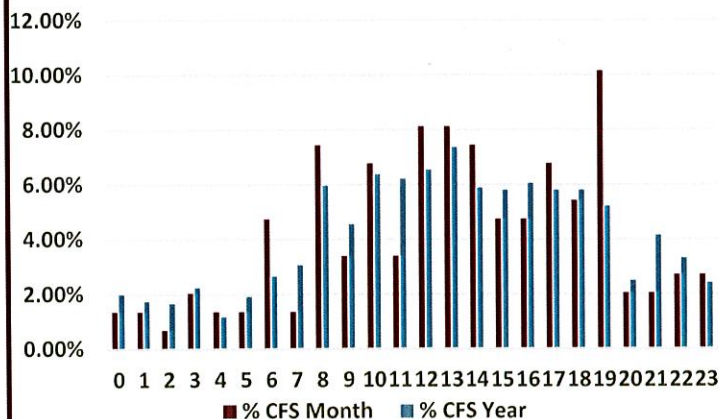
Year

Calls for Service **1211**
 % Overlapping Incidents **8.76%**
 Busiest day of Week **TUES**
 Busiest Hour of Day **1pm**
 # of Times Staff Recalled **10**

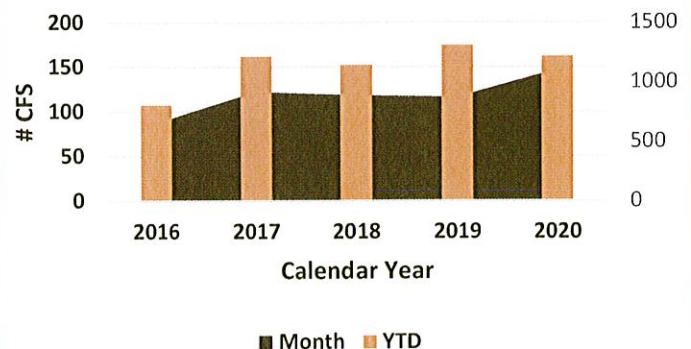
% of Calls for Service (CFS)



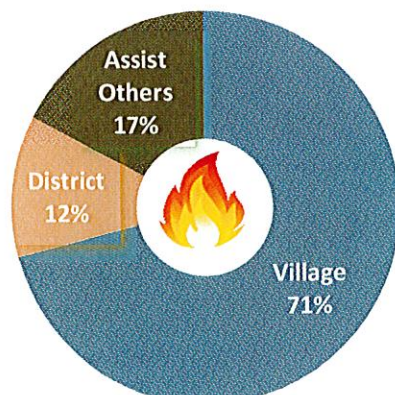
% CFS BY HOUR OF DAY



5 Year Comparison Through this Month of Year



LOCATION OF CFS FOR FY20



Inspections Completed this

MONTH **66**
 YEAR **290**

Code Violations Found this

MONTH **35**
 YEAR **113**

Percentage of Violations

Corrected YTD **83%**



Days Since Last Lost Time Accident in FD **15**

YTD Training Hours

IN HOUSE **4636**
 OUTSIDE **621.25**



Public Awareness Contacts

MONTH **46**
 YTD **26,297**



Police Department Monthly Report to Council February 2020

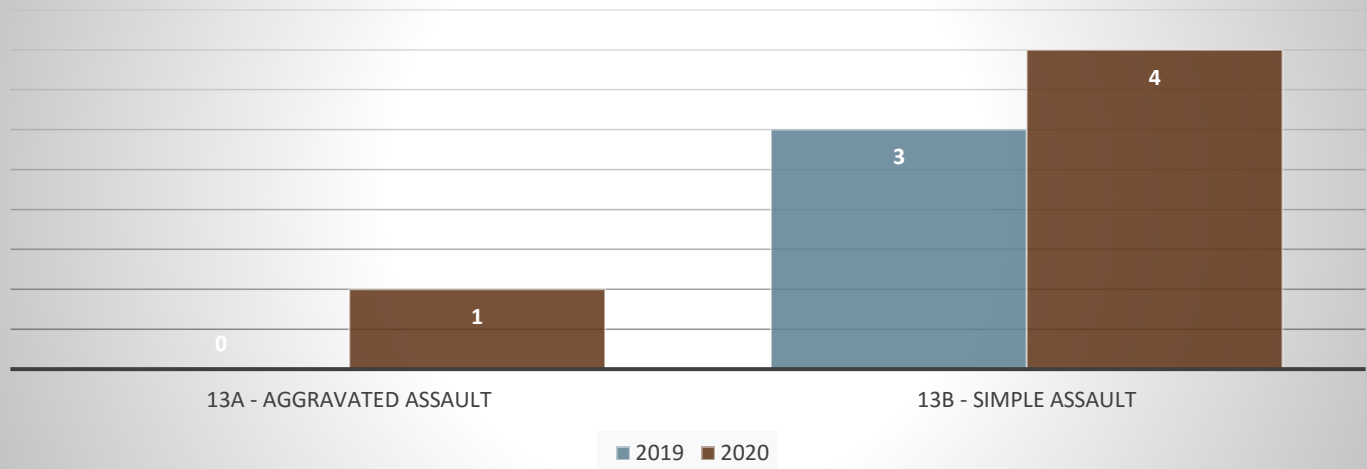


Prepared by

Chief Earl L. Phipps

03/18/2020

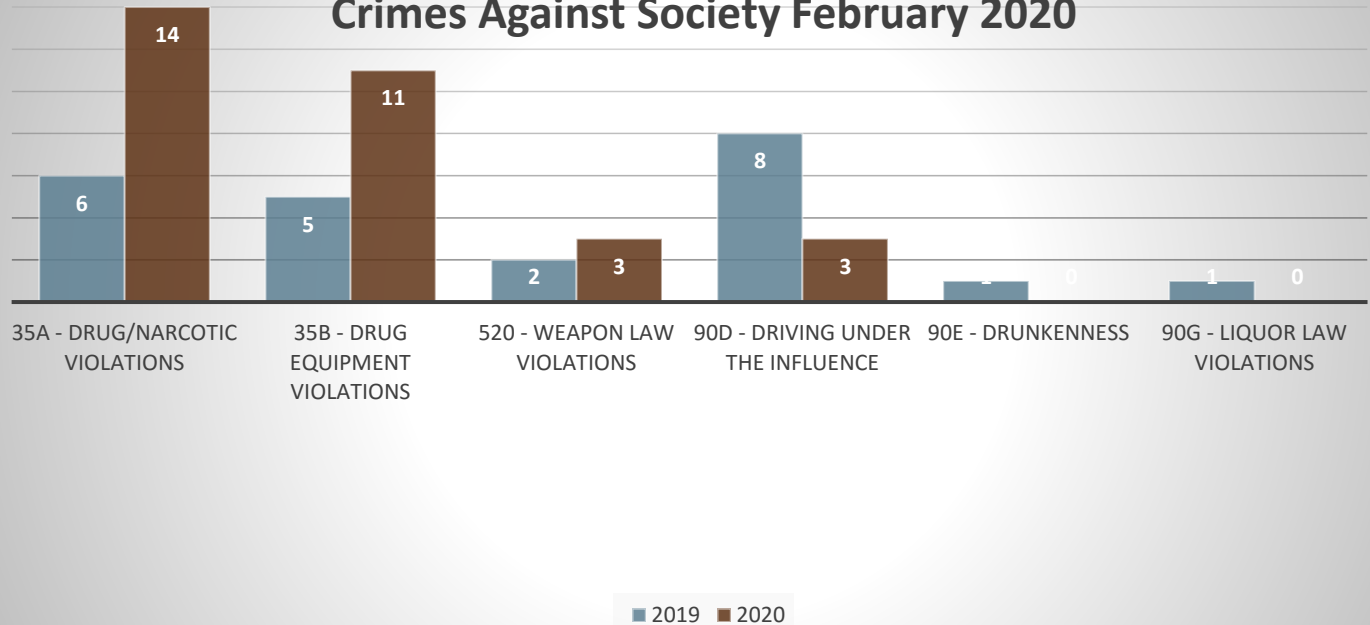
Crimes Against Persons February 1-29, 2020



2019 Total Crimes Against Persons: 3

2020 Total Crimes Against Persons: 5

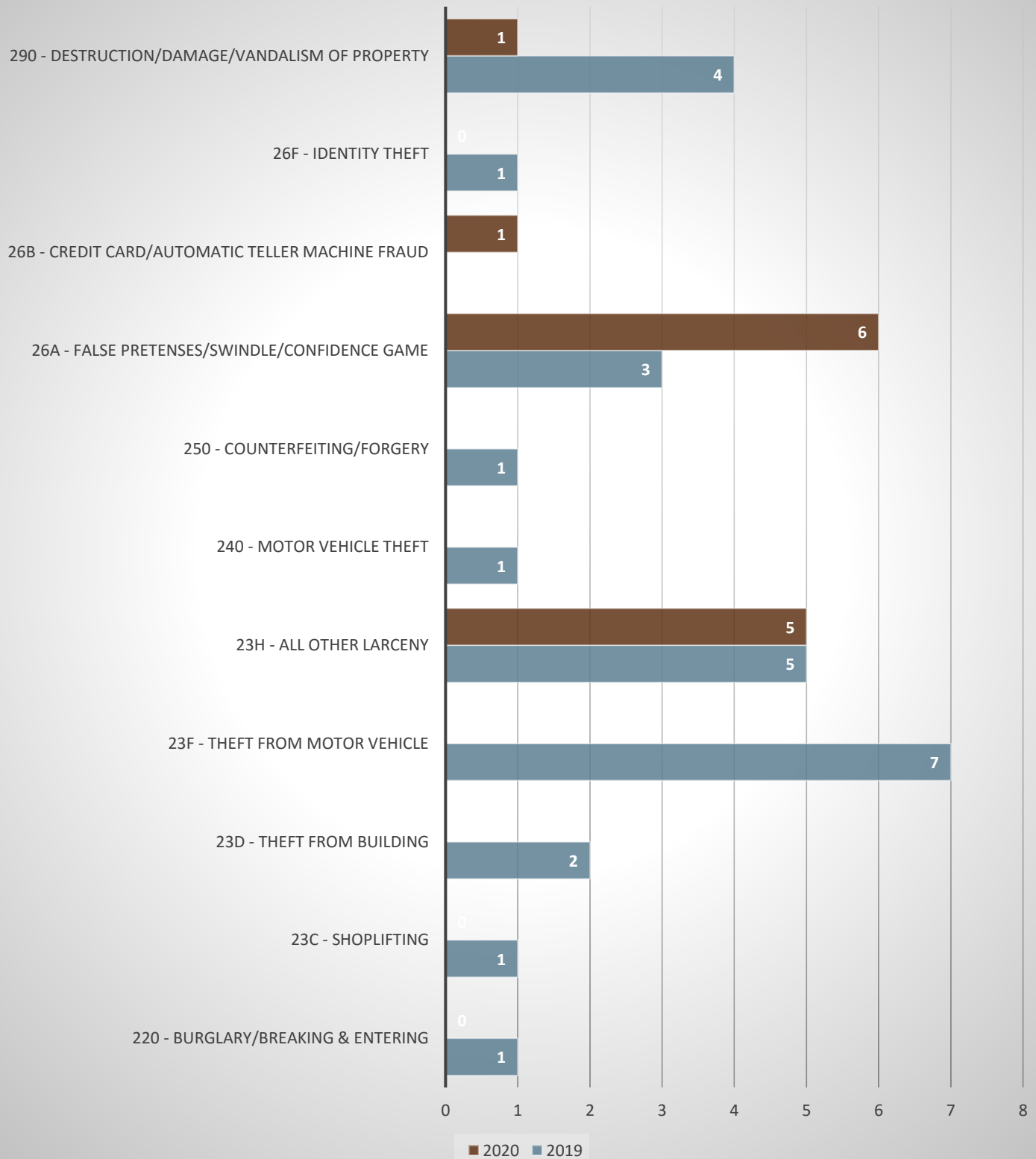
Crimes Against Society February 2020



2019 Total Crimes Society Property: 23

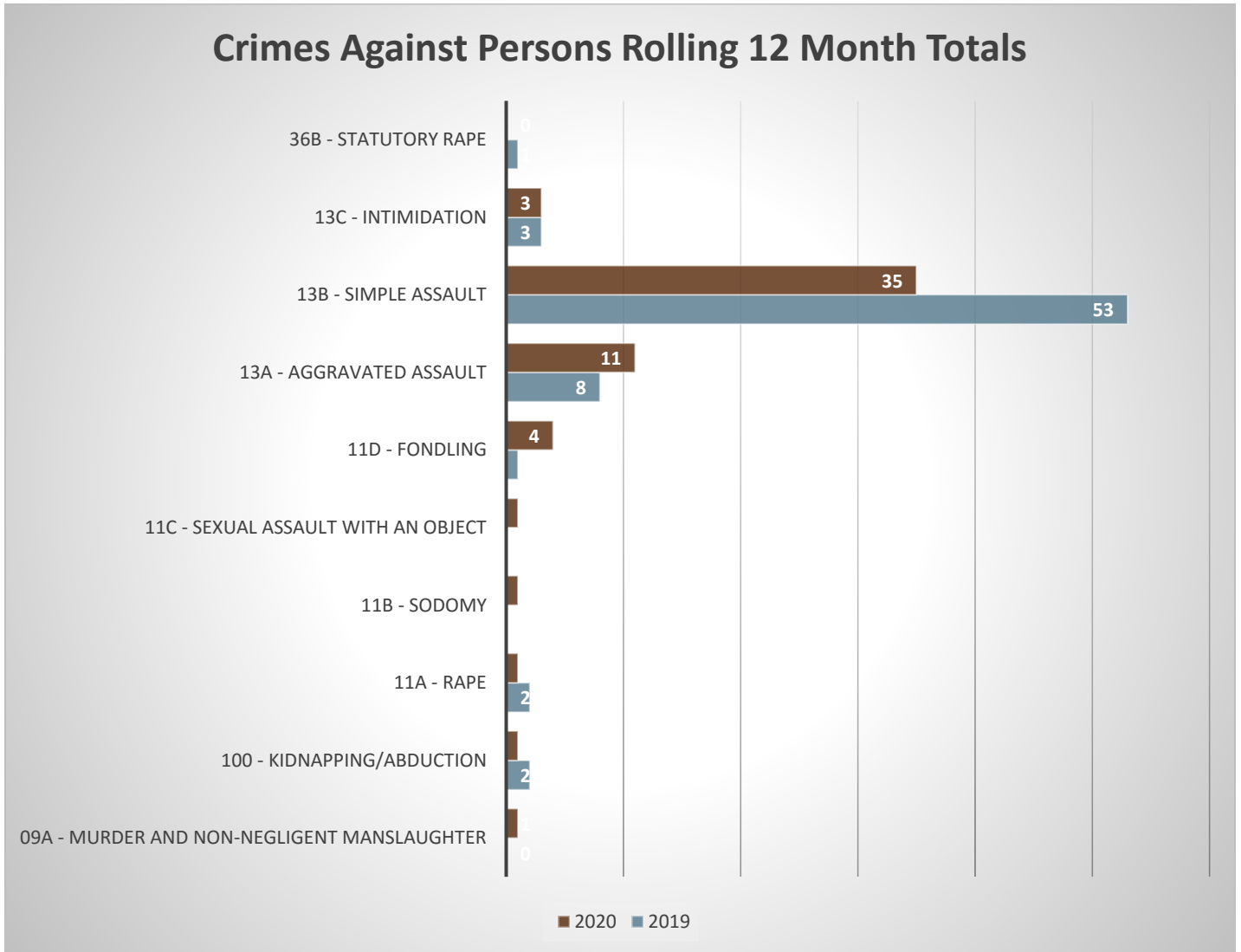
2020 Total Crimes Society Property: 31

Crimes Against Property February 2020



2019 Total Crimes Against Property: 21

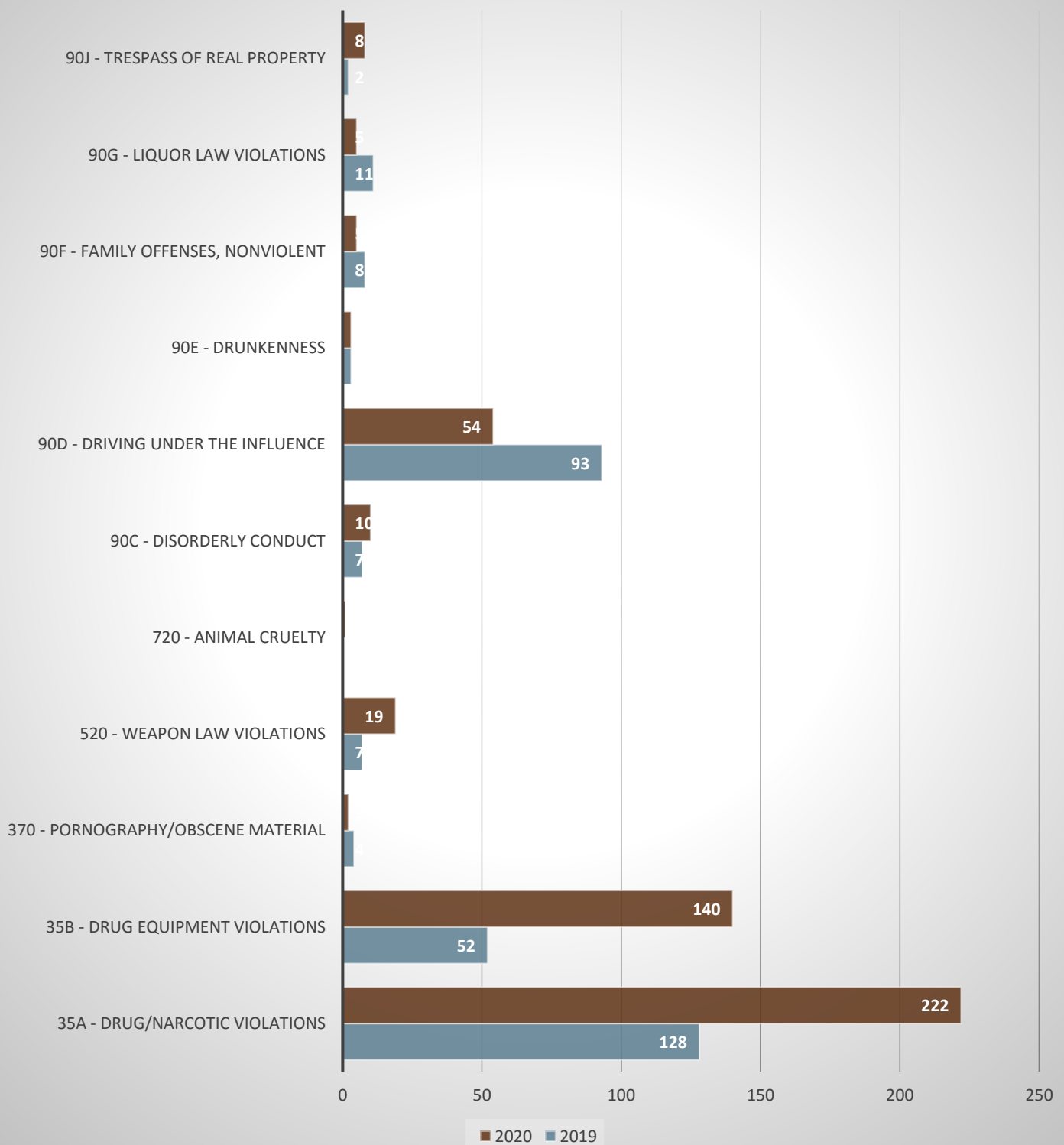
2020 Total Crimes Against Property: 13



2019 Rolling 12 Month Total Crimes Against Persons: 70

2020 Rolling 12 Month Total Crimes Against Persons: 58

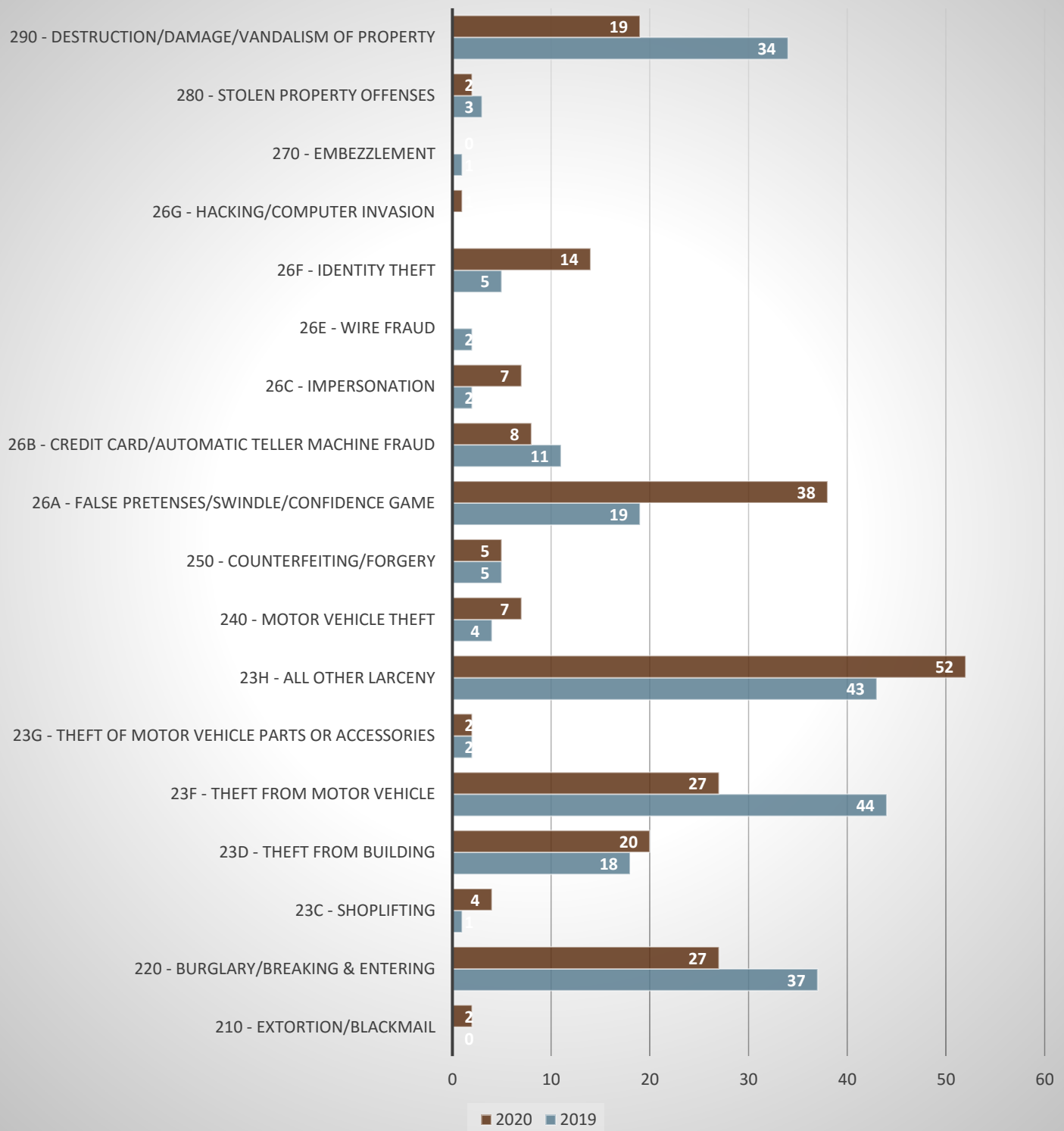
Crimes Against Society Rolling 12 Month Totals



2019 Rolling 12 Month Total Crimes Against Society: 315

2020 Rolling 12 Month Total Crimes Against Society: 462

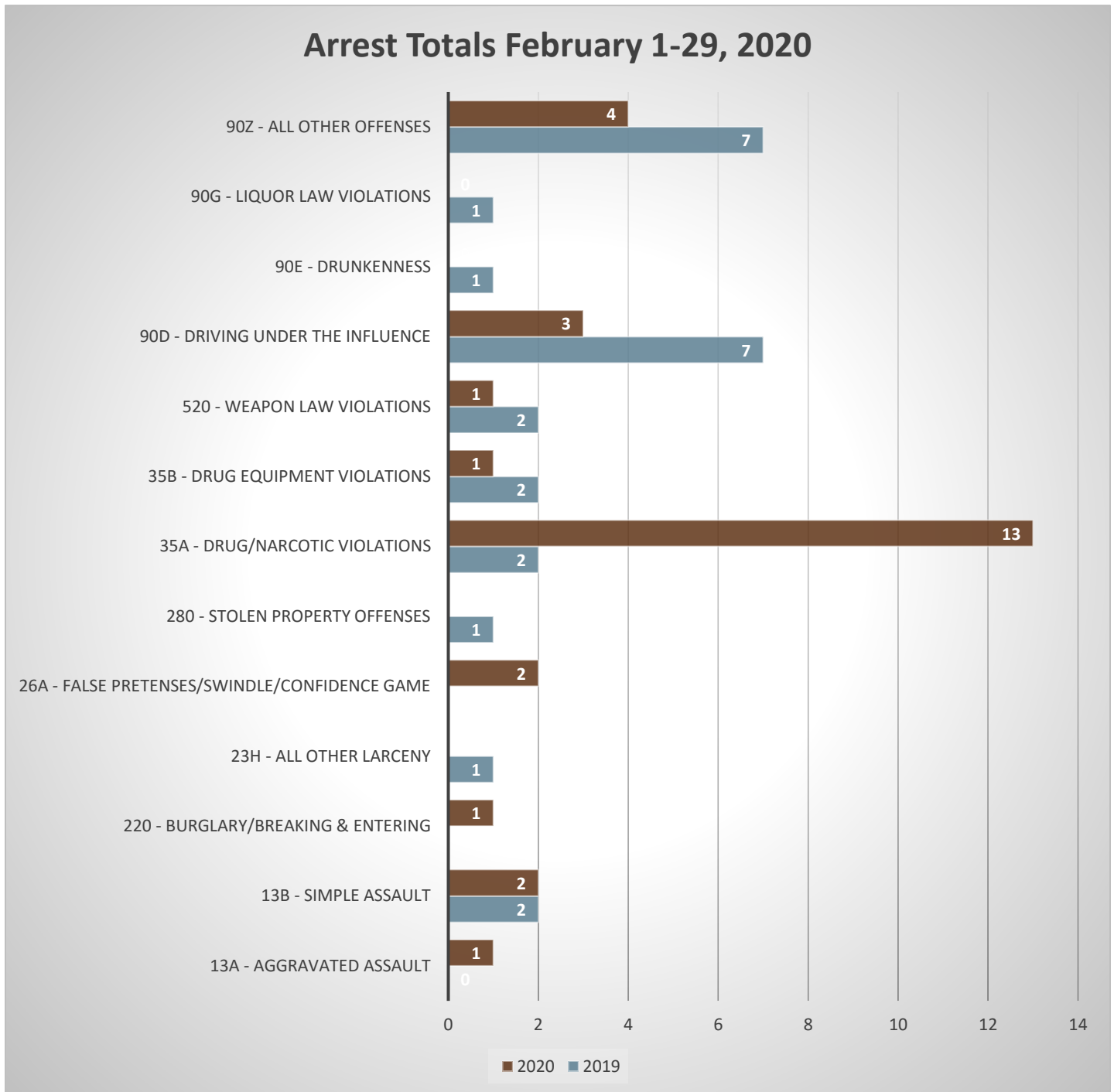
Crimes Against Property Rolling 12 Month Totals



2019 Rolling 12 Month Total Crimes Against Property: 231

2020 Rolling 12 Month Total Crimes Against Property: 235

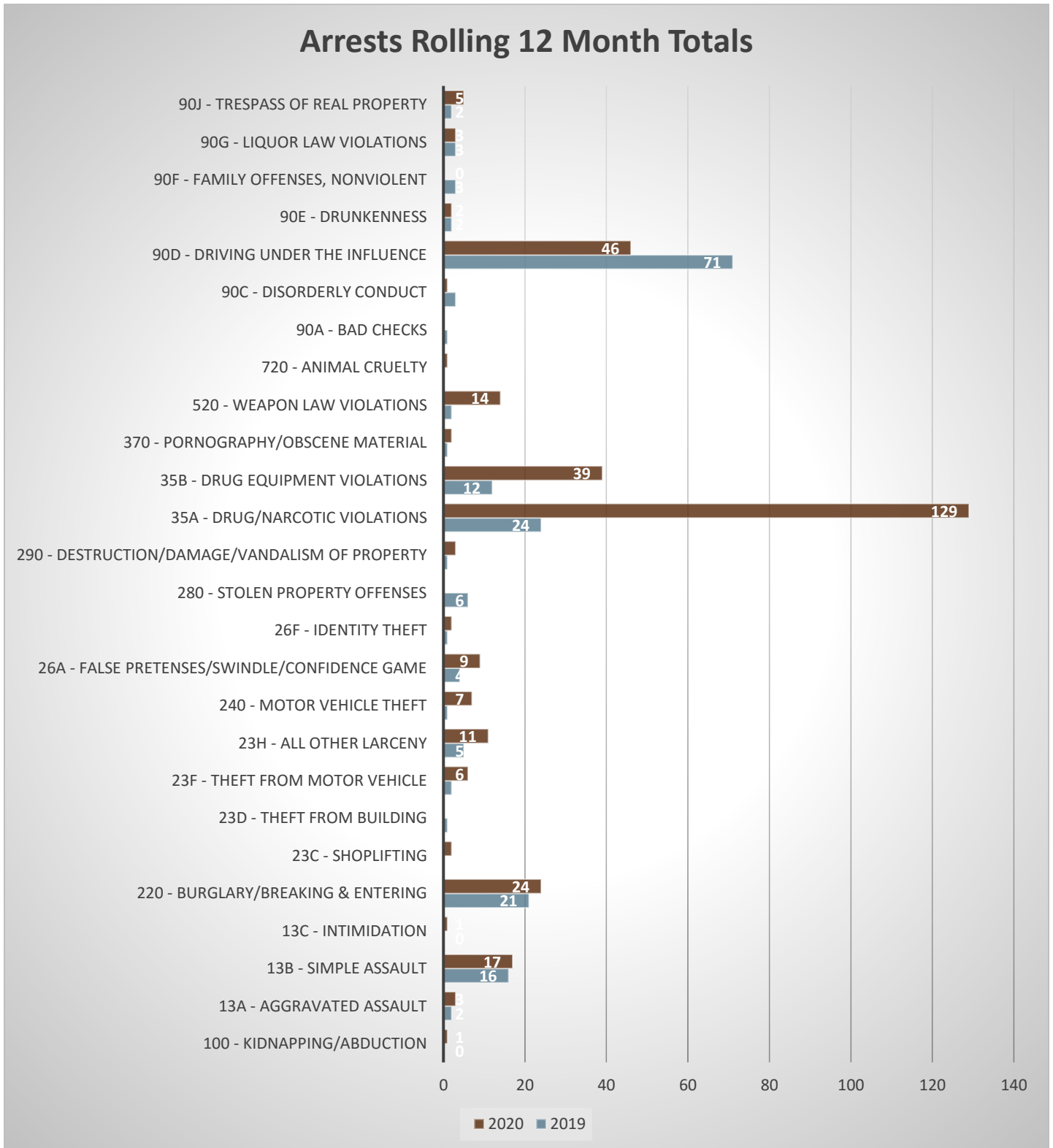
Arrest Totals February 1 through 29, 2020 (With Previous Year / Same Month Range)



2019 Total Arrests: 26

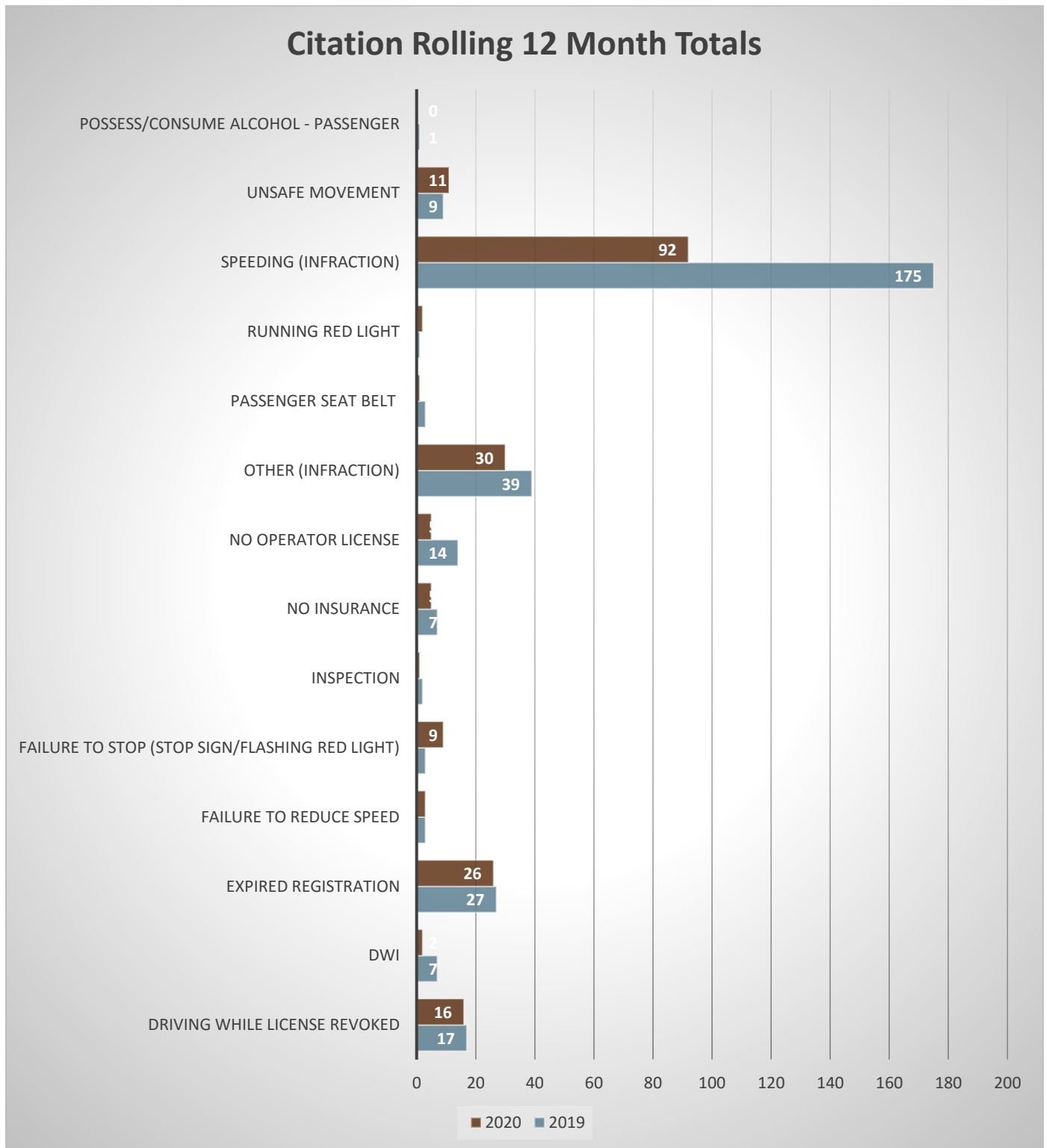
2020 Total Arrests: 28

**Rolling 12 Month Arrest Totals: March 1, 2019- February 29, 2020 (With Previous Year
Same 12 Month Range):**



Rolling 12 Month Arrest Totals 2019: 328

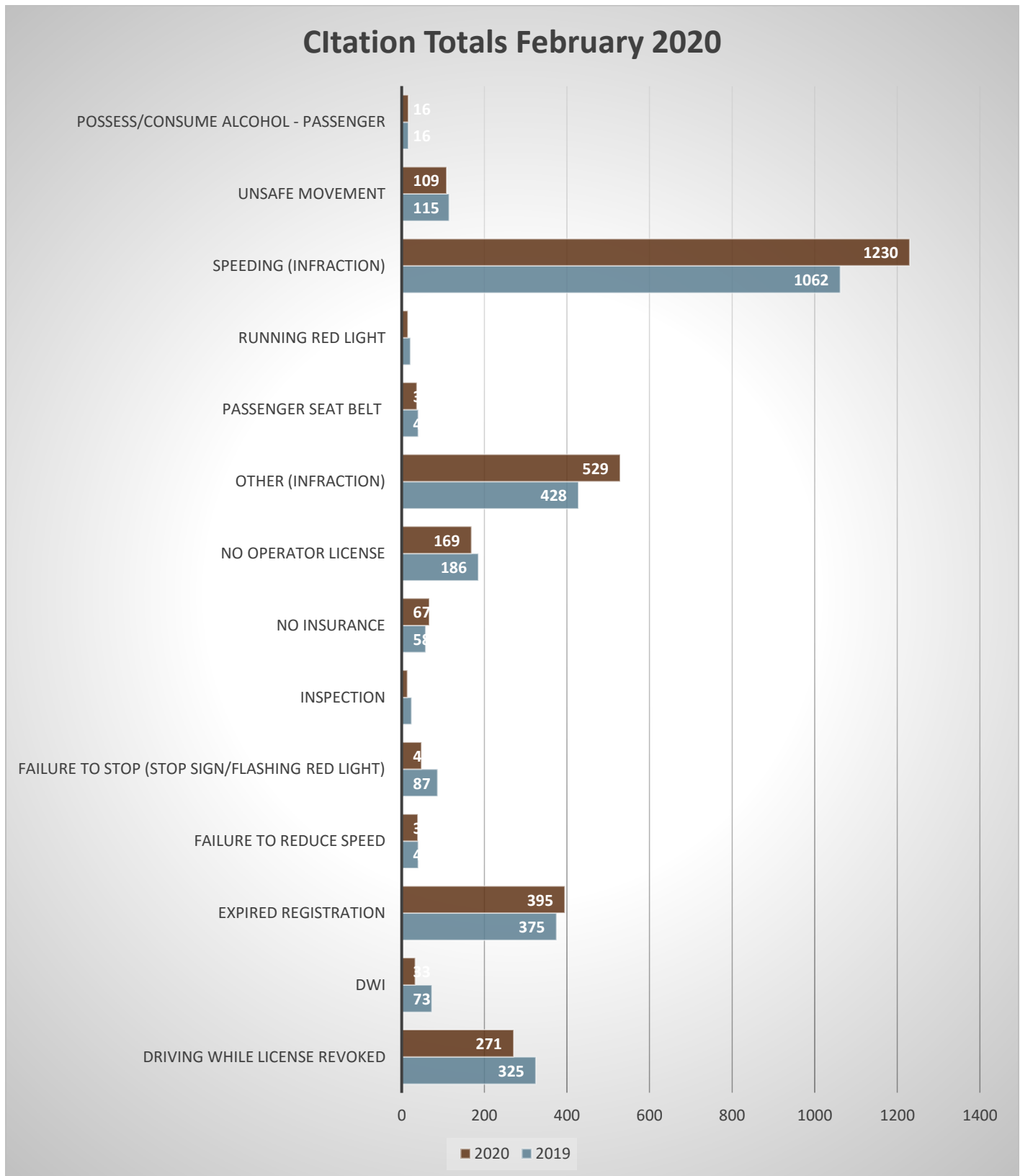
Rolling 12 Month Arrest Totals 2020: 408



2019 Total Citations: 308

2020 Total Citations: 203

Rolling 12 Month, Citation Totals (With Previous Year Same 12 Month Range):



Rolling 12 Month 2019 Total Citations: 2850

Rolling 12 Month 2020 Total Citations: 2972



**DISCUSS AND CONSIDER A RESOLUTION TO APPOINT DAVID
ALZAMORA TO THE BOARD OF ADJUSTMENT AND PLANNING AND
ZONING BOARD.**

ADDITIONAL AGENDA DETAILS:

FROM:

Beth Dunn

CC:

Jeff Sanborn & Darryn Burich

DATE OF MEMO:

3/17/2020

MEMO DETAILS:

This agenda item is for Council to discuss and consider appointing David Alzamora to the Village of Pinehurst Planning and Zoning Board and Board of Adjustment. Mr. Alzamora will replace the expiring 2nd term of Mr. David Kelley. The appointment being considered would be effective May 1, 2020 and end on April 30, 2023. Attached to this agenda item is Resolution 20-07 for Council's consideration.

ATTACHMENTS:

Description

- ☐ Current Terms
- ☐ Application
- ☐ Resolution 20-07



VILLAGE OF PINEHURST
APPOINTED BOARD MEMBERS

TITLE	LAST NAME	BOARD/COMMITTEE	CURRENT APPOINTMENT	TERM EXPIRATION
CYNDIE	BURNETT	BOA/P&Z	12/01/2019	11/30/2022
DAVID	KELLEY	BOA/P&Z	4/30/2017	4/30/2020
JOEL	SHRIBERG	BOA/P&Z	2/1/2018	1/31/2021
JULIA	LATHAM	BOA/P&Z	8/1/2017	7/31/2020
LEO	SANTOWASSO	BOA/P&Z	7/1/2017	6/30/2020
SONJA	ROTHSTEIN	BOA/P&Z	7/1/2019	06/30/2022
JERAMY	HOOPER	BOA/P&Z	11/1/2018	10/31/2021
PAUL	ROBERTS	BOA/P&Z	12/1/2018	11/30/2021
PHILLIP	SHUMAKER	BOA/P&Z	11/01/2019	10/31/2022

From: webmaster@vopnc.org
To: [Beth Dunn](#)
Subject: Village of Pinehurst, NC: Volunteer Program Application
Date: Friday, November 15, 2019 1:01:11 PM

A new entry to a form/survey has been submitted.

Form Name: Volunteer Program Application
Date & Time: 11/15/2019 1:01 PM
Response #: 126
Submitter ID: 2415
IP address: 65.191.251.108
Time to complete: 17 min. , 54 sec.

Survey Details

Page 1

1. Date of Application:

11/15/2019

2. Board/Committee Interest (Check all that apply):

For information more information, please see the list of boards/committees on the [Volunteer Opportunities](#) page.

- ☒ Bicycle & Pedestrian Advisory Committee
- ☒ Board of Adjustment/Planning and Zoning Board
- ☒ Neighborhood Advisory Committee

3. Contact Info

First Name: David
Middle Initial: M
Last Name: Alzamora
Mailing Street Address: 270 Lake Forest Dr.
Physical Street Address: 270 Lake Forest Dr.
City: Pinehurst
Zip Code: 28374
Preferred Phone #: 910-690-9657
Birthday (month and day only): 05/06
Email Address: dmalzamo@gmail.com
Pinehurst Resident Since: 1995

4. Summarize your educational background, volunteer, or work experience that would be helpful as a

volunteer.

I am an attorney specializing in real estate, estate planning, and business planning. I've lived in Pinehurst for almost 25 years now, only leaving for Undergrad at UNC-Chapel Hill, and Law School at Campbell, in Raleigh. Prior to law school I worked as a Realtor® in Moore County, participated in the Chamber's Moore County Leadership Institute, and regularly volunteered with the Moore County Literacy Council; I was also very involved with Moore Young Professionals.

5. Please click [here](#) to review the Village of Pinehurst Ethics Policy and complete the acknowledgement below.

(o) I have read and understand the Village of Pinehurst Ethics Policy and my responsibilities as a volunteer regarding this policy.

6. I certify that all statements made by me on this application are true and complete to the best of my knowledge. I understand that any false statement, misrepresentation, or omission may cause me to be excused from volunteer service.

Please initial for certification. DA

7. STATE OF NORTH CAROLINA

COUNTY OF MOORE

RELEASE AND ACKNOWLEDGEMENT

The undersigned ("volunteer") is an adult person of sound mind who wishes to serve the Village of Pinehurst as a volunteer.

In consideration of the Village's acceptance of the volunteer, the Village allows the volunteer to engage in volunteer activity and the volunteer does hereby acknowledge that he/she is not entitled to any Worker's Compensation benefits, medical benefits, sick leave benefits, pension benefits, or any other benefits which accrue to employees of the Village of Pinehurst and hereby releases the Village of Pinehurst from any claims for any such benefits or for any other claim arising from the activities of the volunteer for the Village of Pinehurst.

The volunteer has read this document thoroughly and there are no other agreements, oral, or written, which are inconsistent with this document.

Date 11/15/2019

Please initial for release and acknowledgement. DA

Thank you,
Village of Pinehurst, NC

directly to this email.

WebMaster

RESOLUTION #20-07:

A RESOLUTION REGARDING AN APPOINTMENT TO THE PINEHURST PLANNING AND ZONING BOARD AND BOARD OF ADJUSTMENT.

WHEREAS, the Village of Pinehurst has established a Planning and Zoning Board and a Board of Adjustment as required by its Development Ordinance and authorized by North Carolina General Statutes 160A-361 and 160A-388; and

WHEREAS, on the 13th day of March, 2012, the Pinehurst Village Council adopted Ordinance #12-10 to amend Chapter 31 of the Pinehurst Municipal Code to combine the Planning and Zoning Board and the Board of Adjustment; and

WHEREAS, there is a need to fill a vacancy on the boards; and

WHEREAS, Mr. David Alzamora and the Village Council of Pinehurst are desirous of Mr. Alzamora serving as a member of the Board of Adjustment and the Planning and Zoning Board.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 31st day of March, 2020, as follows:

SECTION 1. That the following appointment is hereby made to the Board of Adjustment and the Planning and Zoning Board for the term indicated:

SECTION 2. Mr. Alzamora is appointed as a member of the Board of Adjustment and the Planning and Zoning Board, effective May 1, 2020, said term expiring on April 30, 2023.

SECTION 3. That this appointee shall continue serving until a replacement is appointed and qualified.

THIS RESOLUTION passed and adopted this 31st day of March, 2020.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
John C. Strickland, Mayor

Attest:

Approved as to Form:

Beth Dunn, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER ADOPTING A PUBLIC COMMENT PERIOD
POLICY.**

ADDITIONAL AGENDA DETAILS:

FROM:

Beth Dunn

CC:

Jeff Sanborn

DATE OF MEMO:

3/17/2020

MEMO DETAILS:

Attached is a draft of the Public Comment Period Policy that Council previously reviewed at their last regular meeting, on March 10th. Also attached is draft resolution 20-05. If Council desires to formally adopt the Public Comment Period Policy a motion to approve resolution 20-05 would be needed.

ATTACHMENTS:

Description

- ☐ Draft Public Comment Period Policy
- ☐ Resolution 20-05



VILLAGE OF PINEHURST
STANDARD PROCEDURE

SUBJECT:	Public Comment Policy	Effective: March 31, 2020
Department:	Administration	Policy No.: 45
Prepared by:	Beth Dunn	Revised:
Approved by:	Village Council	# of Pages: 2

PURPOSE: The purpose of this policy is to:

Create a procedure, in accordance with North Carolina General Statute 160A-81.1, to allow members of the public to address the Village of Pinehurst Council.

POLICY: The Village of Pinehurst Village Council is committed to allowing members of the public an opportunity to offer comments and suggestions to the Village Council for the efficient and effective administration of government. In addition to public hearings, special time is set aside for receiving such comments and suggestions. All comments and suggestions addressed to the Council during Public Comment Periods shall be subject to the following procedures:

- A Public Comment Period will be held at the beginning of each regular Council meeting. The comment period will be limited to a maximum of thirty (30) minutes.
- Persons who wish to address the Council during this Public Comment Period will register on a sign-up sheet available on a table inside the entrance door to Assembly Hall indicating contact information and topic. A sign-up sheet will be available beginning thirty (30) minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to Village Staff.
- If the thirty (30) minutes allocated to the Public Comment Period have not expired after the individuals who have registered have spoken, individuals who fail to register before the meeting may speak. If time remains, the Mayor, or presiding officer, will ask if any other persons wish to address Council. An individual wishing to speak should raise his or her hand. After being recognized, the individual should state his or her name, address, and the topic to be addressed.
- Speakers will be acknowledged by the Mayor, or other presiding officer, in the order in which their names appear on the sign-up sheet. Speakers will address

the Council from the lectern at the front of the room and begin their remarks by stating their name and address.

- Each person signed up to speak will have three (3) minutes to make his/her remarks.
- If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period at the next regularly scheduled Village Council meeting.
- Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Village Clerk.
- Items that are scheduled to be the subject of public hearings conducted at the same meeting shall not be discussed during the Public Comment Period.
- Public comment is not intended to require the Village Council or Staff to answer any impromptu questions.
- Speakers should address all comments to the Council as a whole and not to individual Councilmembers or the assembled public.
- Comments, questions, or jeering from the audience are not allowed. Speakers shall likewise not address or respond to members of the audience.
- Speakers must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.
- Information sheets outlining this Public Comment Policy will also be available in the sign-in area of Assembly Hall.

Approved by:

John C. Strickland, Mayor

Date

Resolution # 20- 05

Village Council, Resolution

Date

RESOLUTION #20-05:

A RESOLUTION ADOPTING A PUBLIC COMMENT POLICY FOR THE VILLAGE OF PINEHURST.

WHEREAS, the Village Council of Pinehurst, North Carolina, is desirous of creating a process for allowing members of the public an opportunity to offer comments and suggestions to the Village Council for the efficient and effective administration of government; and

WHEREAS, the Public Comment Policy is in accordance with North Carolina General Statute 160A-81.1;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 31st day of March, 2020 as follows:

SECTION 1. That the Public Comment Policy is hereby adopted; said policy attached hereto as Attachment A and made a part hereof; the same as if included verbatim.

THIS RESOLUTION passed and adopted this 31st day of March, 2020.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
John C. Strickland, Mayor

Attest:

Approved as to Form:

Beth Dunn, Village Clerk

Michael J. Newman, Village Attorney

	VILLAGE OF PINEHURST STANDARD PROCEDURE	
SUBJECT:	Public Comment Policy	Effective: March 31, 2020
Department:	Administration	Policy No.: 45
Prepared by:	Beth Dunn	Revised:
Approved by:	Village Council	# of Pages: 2

PURPOSE: The purpose of this policy is to:

Create a procedure, in accordance with North Carolina General Statute 160A-81.1, to allow members of the public to address the Village of Pinehurst Council.

POLICY: The Village of Pinehurst Village Council is committed to allowing members of the public an opportunity to offer comments and suggestions to the Village Council for the efficient and effective administration of government. In addition to public hearings, special time is set aside for receiving such comments and suggestions. All comments and suggestions addressed to the Council during Public Comment Periods shall be subject to the following procedures:

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the Council from the lectern at the front of the room and begin their remarks by stating their name and address.

- Each person signed up to speak will have three (3) minutes to make his/her remarks.
- If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period at the next regularly scheduled Village Council meeting.
- Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Village Clerk.
- Items that are scheduled to be the subject of public hearings conducted at the same meeting shall not be discussed during the Public Comment Period.
- Public comment is not intended to require the Village Council or Staff to answer any impromptu questions.
- Speakers should address all comments to the Council as a whole and not to individual Councilmembers or the assembled public.
- Comments, questions, or jeering from the audience are not allowed. Speakers shall likewise not address or respond to members of the audience.
- Speakers must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.
- Information sheets outlining this Public Comment Policy will also be available in the sign-in area of Assembly Hall.

Approved by:

John C. Strickland, Mayor

Date

Resolution # 20- 05

Village Council, Resolution

Date



**DISCUSS AND CONSIDER RESOLUTION 20-06 WAIVING SPECIAL
ASSESSMENT ACCELERATION.
ADDITIONAL AGENDA DETAILS:**

FROM:

Brooke Hunter

CC:

Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:

3/13/2020

MEMO DETAILS:

Billings for this year's Municipal Service District (MSD) and Cotswold special assessment installments were mailed in January and were due February 9, 2020. North Carolina General Statute 160A-233(b) states that if any installment of these assessments is not paid by the due date, all of the installments remaining unpaid become due and payable, unless the Council waives this acceleration.

This was the last year for the Cotswold assessment and there is only one year remaining for the MSD assessment. As of the due date, one MSD property owner did not pay this year's installment. The delinquent assessment has now been paid due to subsequent collection efforts.

We recommend Council approve the attached resolution to waive the acceleration of the remaining assessment installment for the one property that has since paid their annual installment.

Should you have any questions, please let me know.

ATTACHMENTS:

Description

- Resolution 20-06 Waving Special Assessment Acceleration

RESOLUTION #20-06:

A RESOLUTION WAIVING ACCELERATION OF SPECIAL ASSESSMENT INSTALLMENTS FOR THE VILLAGE OF PINEHURST, NORTH CAROLINA.

THAT WHEREAS, the Village has levied special assessments in the Municipal Service District; and

WHEREAS, the Village Council approved for these special assessments to be repaid in annual installments; and

WHEREAS, the annual installments were due February 9, 2020 and the property owner listed below did not pay their assessment installment by the due date but has subsequently paid their annual installment; and

WHEREAS, G.S. 160A-233(b) states that if any installment of an assessment is not paid by the due date that all remaining installments become due and payable, unless the Council waives acceleration; and

WHEREAS, the past due accounts have been collected as of this date;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 31st day of March, 2020, as follows:

SECTION 1. To waive acceleration of installments for the following property:

<u>Property Owner</u>	<u>Property</u>	<u>Project</u>	<u>Annual Installment</u>
Jerry Parrish	LRK#00016157	MSD Ponds	\$ 517.88

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

THIS RESOLUTION passed and adopted this 31st day of March, 2020.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By:

John C. Strickland, Mayor

Attest:

Approved as to Form:

Beth Dunn, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER THE AUDIT CONTRACT FOR FISCAL YEAR
2020.**

ADDITIONAL AGENDA DETAILS:

FROM:

Brooke Hunter

CC:

Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:

3/13/2020

MEMO DETAILS:

Each year at this time we award the Village's audit contract to an independent auditor in accordance with North Carolina General Statutes. Based upon the professional service we have received from our current auditors, I recommend the Village continue its relationship with the firm Dixon Hughes Goodman, LLP.

The proposed base fee for this year's audit is \$29,300. This is the same cost as the previous year, as the firm has agreed to no price increase.

We will also be required to obtain a Single Audit for FY 2020, due to the amount of State funding we received from the Powell Bill program. The proposed fee for the Single Audit service is \$4,800, which is also the same price as last year. Funding for this contract will be appropriated in the FY 2021 Budget.

As the Village's financial staff is able to complete financial statement preparation and all required audit schedules in-house, we are able to maintain the audit fee at what I consider to be a very reasonable amount. Therefore, I recommend the Village Council approve the attached audit contract with Dixon Hughes Goodman, LLP in the amount of \$34,100.

As always, should you have any questions about the contract please feel free to give me a call.

ATTACHMENTS:

Description

□ Audit Contract FY 2020

The	Governing Board Village Council
of	Primary Government Unit (or charter holder) Village of Pinehurst
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Dixon Hughes Goodman LLP
	Auditor Address 1829 Eastchester Drive, High Point, North Carolina

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slq/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☐ Auditor ☒ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:**Title and Unit / Company:****Email Address:**

Brooke Hunter, Finance Officer

Village of Pinehurst

bhunter@vopnc.org

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

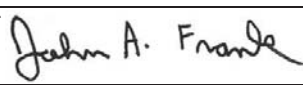
PRIMARY GOVERNMENT FEES

Primary Government Unit	Village of Pinehurst
Audit Fee	\$ 29,300 financial stmt aud + \$4,800 single aud 1 major program
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ NA
Writing Financial Statements	\$ NA
All Other Non-Attest Services	\$ NA
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 20,400.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm*	
Dixon Hughes Goodman LLP	
Authorized Firm Representative (typed or printed)* John A. Frank	Signature* 
Date* 03/11/20	Email Address* john.frank@dhg.com

GOVERNMENTAL UNIT

Governmental Unit*	
Village of Pinehurst	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* John C. Strickland	Signature*
Date	Email Address jstrickland@vopnc.org

Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Brooke Hunter	Signature*
Date of Pre-Audit Certificate*	Email Address* bhunter@vopnc.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

March 11, 2020

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

We are pleased to confirm our understanding of the services we are to provide for Village of Pinehurst, (the "Village") for the year ended June 30, 2020. This attachment to item 16, "Contract to Audit Accounts" (LGC-205) is intended to further clarify certain provisions of the Contract.

Audit Services

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Village as of and for year ended June 30, 2020.

Audit Objective

The objective of our audit is the expression of an opinion about whether the Village's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act, as amended, Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and the State Single Audit Implementation Act (collectively referred to as the "Single Audit").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. The report will state that the report is not suitable for any other purpose. If during our audit we become aware that the Village is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major Program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. We will issue written reports upon completion of our audits. Our reports will be addressed to the governing board of the Village. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinions on the financial statements or the Single Audit is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from the Village's attorneys as part of the engagement, and they may bill the Village for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about management's responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards. Because of the importance of management's written or verbal representations to an effective audit, you agree to release and indemnify Dixon Hughes Goodman LLP and its personnel from any liability and costs relating to our services under this letter attributable to any knowing misrepresentations by management.

In providing our audit services we are required by law and our professional standards to maintain our independence from the Village. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which you and the users of our report require. As such you should not place upon us special confidence that in the performance of our audit services we will act solely in your interest. Therefore, you acknowledge and agree we are not in a fiduciary relationship with you and we have no fiduciary responsibilities to you in the performance of our services described herein.

Audit Procedures - Internal Control

Our audit includes obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over financial reporting. Accordingly we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance and State Single Audit Implementation Act.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and State Single Audit Implementation Act.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State Single Audit Implementation Act.

Management's Responsibilities

Management is responsible for designing, implementing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. Management is also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Village from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Village complies with applicable laws and regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. As required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a Summary Schedule of Prior Audit Findings and a Corrective Action Plan if necessary.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit Objective" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as planned corrective actions, for the report, and for the timing and format for providing that information.

Management is responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and State Single Audit Implementation Act. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we reported on the schedule of expenditures of federal awards. Management agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) management is responsible for presentation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and State Single Audit Implementation Act; (2) management believes the Schedule of Expenditures of Federal and State Awards, including its form and content, are stated fairly in accordance with the Uniform Guidance and State Single Audit Implementation Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal and State Awards.

We understand that the Village's employees will prepare all cash, accounts receivable, and other confirmations we request, and will locate any documents selected by us for testing.

Required Supplementary Information

Our audit is for the purpose of forming an opinion on the financial statements taken as a whole. Accounting principles generally accepted in the United States ("GAAP") provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Schedule of the Proportionate Share of the Net Pension Liability (Asset) - Local Government Employees' Retirement System
3. Schedule of Contributions - Local Government Employees' Retirement System
4. Schedule of Changes in Total Pension Liability - Law Enforcement Officers' Special Separation Allowance
5. Schedule of Total Pension Liability as a Percentage of Covered Payroll - Law Enforcement Officers' Special Separation Allowance

Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

The Village's management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit is for the purpose of forming an opinion on the financial statements taken as a whole. We understand that the following supplementary information will accompany the financial statements.

1. Budgetary schedules for all funds required to adopt a budget other than the General Fund and annually adopted major special revenue funds
2. Schedule of Ad Valorem Taxes Receivable
3. Analysis of Current Tax Levy - Village-Wide Levy
4. Schedule of Expenditures of Federal and State Awards, if applicable
5. Schedules of Capital Assets used in the Operation of Governmental Funds

Such information is presented for the purpose of additional analysis of the financial statements and is not a required part of the financial statements. The Village's management is responsible for the fair presentation of the supplementary information. We will subject the supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves in accordance with auditing standards generally accepted in the United States of America.

Management's responsibilities include acknowledging to us in the written representation letter that (a) management is responsible for presentation of the supplementary information in accordance with GAAP; (b) management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Our responsibility is to report whether such information is fairly stated in all material respects in relation to the basic financial statements taken as a whole. Management agrees to include our report on supplementary information other than RSI in any document that contains and indicates that we have reported on the supplementary information other than RSI. Management agrees to include the audited financial statements with any presentation of the supplementary information OR make the audited financial statements readily available to users of the supplementary information other than RSI no later than the date the supplementary information other than RSI is issued with our report thereon.

Other Information

Our audit is for the purpose of forming an opinion on the financial statements taken as a whole. We understand that the following other information will accompany the basic financial statements: identify other information. Such information is presented for the purpose of additional analysis of the financial statements and is not a required part of the basic financial statements. The Village's management is responsible for such information. We will not subject such information to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we will not express an opinion or provide any assurance on it.

Management Responsibility for Nonattest Services

Management agrees to assume all management responsibilities and to oversee the non-attest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. Management acknowledges that non-attest services are not covered under Government Auditing Standards. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. Management agrees responsible for designing, implementing, and maintaining internal controls.

We will provide the following additional non-attest services:

- We will advise management about appropriate accounting principles and their application and will assist in preparation of the Village's basic financial statements. The responsibility for the basic financial statements and all representations contained therein remains with management, which includes members of the governing board.
- At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide to management the required electronic copy of the financial reporting package (including the basic financial statements, Schedule of Expenditures of Federal and State Awards, auditors' reports on internal controls and compliance, Schedule of Findings and Questioned Costs, Corrective Action Plan (if required) and a Summary Schedule of Prior Audit Findings (if required) along with the Data Collection Form) to be uploaded on the federal clearinghouse's website;
- At the conclusion of the engagement, we will upload the audited financial statements and compliance reports on the North Carolina State Treasurer's website.

Management is responsible for evaluating the adequacy and results of the above non-attest services performed and accepting responsibility for the results of such services. This includes management's review and approval of all adjustments we may propose to the accounting records of the Village or its financial statements as a result of these services.

With respect to any non-attest services provided, management is responsible for downloading and storing such deliverables in information systems controlled by your company or organization within ninety days of the completion date of the non-attest service. To the extent a web-based portal is utilized for the transmission of non-attest service deliverables, management agrees that any web-based portal controlled by Dixon Hughes Goodman LLP will not be relied on as a data repository and acknowledge that any non-attest service deliverables will be removed from the web-based portal ninety days after the non-attest service completion date.

Use of Financial Statements

If the Village's financials are to be included in a client-prepared document, other than the Village's *Comprehensive Annual Financial Report*, which includes other information, the Village should notify us of the nature of the document and allow us to read such document prior to submitting the document to others. An example of another document would be an official statement in connection with a public debt offering.

Audit Administration, Fees, and Other

In connection with providing our professional services described herein, DHG may utilize the services of third party service providers to complete these services. In addition, DHG may use third party providers to provide, at DHG's discretion, administrative, clerical and data analysis services to DHG in connection with our professional services. In the performance of these services for DHG, we may share confidential information with the third party service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your information. DHG represents to Client that each such third party service provider has agreed to conditions of confidentiality with respect to Client's information to the same or similar extent as DHG has agreed. Furthermore, we are responsible for the adequate oversight of services provided by these third party service providers.

The audit documentation for this engagement is the property of Dixon Hughes Goodman LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Health and Human Services or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under supervision of our personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement is limited to the services outlined above. We will perform all services in accordance with applicable professional standards.

John Frank is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We plan to begin our audit work in July 2020

Engagement Fees

Our fee for these services and any additional services is detailed in the "Contract to Audit Accounts" (LGC-205) dated March 10, 2020 between Village of Pinehurst and Dixon Hughes Goodman, LLP. Our fee is based on the assumption there will be no significant bookkeeping assistance required or significant changes in the Village's operations including (but not limited to): issuance of new debt; new construction projects; creation of new funds; new or "State Mandated" major programs required to be tested for Single Audit; or additional procedures required in response to the discovery of fraud. We will issue contract addendums for additional fees related to any bookkeeping or changes mentioned above. The additional fees will be billed at our standard hourly rates depending on the experience level of the individuals performing the work.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation in U.S. Dollars. A 1½ percent per month interest charge will be added to all accounts not paid within thirty (30) days. If there is a significant change in your organizational structure or size due to acquisitions or other events, we reserve the right to revise our fees. We shall have the right to halt or terminate entirely our services until payment is received on past due invoices.

Should you require additional services incidental to those specified herein which are not the subject of a separate engagement letter, upon your request for the performance of those services we will confirm to you in writing or by electronic mail the requested services we will provide. Such services, including our fees, shall be rendered subject to and in accordance with the provisions of this letter.

In providing our services we may direct you to provide your information to us through a separate web based client portal in an effort to provide greater security with respect to the information. In the event we request you provide your information to us through such a client portal, to the extent you fail to do so or in using the client portal you fail to monitor and restrict access only to your authorized personnel (any such failure being referred to herein as a "Portal Failure") we disclaim, and you release us from, any and all liability for loss and damage, including direct, indirect, consequential, incidental, and special damages such as loss of revenue or anticipated profits, arising from any interception, unintentional disclosure or communication or unauthorized use of such information incident to a Portal Failure. In addition, you agree not to provide access to the client portal for use by any third-party with whom you are affiliated by contract or otherwise without our express prior written consent, and you shall indemnify and hold us harmless from and against any and all claims by any such third-party for all damages whatsoever, including direct or indirect damages, consequential, exemplary, incidental, special or punitive damages including lost profits or lost data, arising from such third party's use of materials on, accessed through, or downloaded from the client portal even if we are aware or have been advised of the use of or the access to, the client portal by such third party in contravention of the restrictions set forth herein.

Many of our clients choose to communicate with us by email, and we may use email in connection with this engagement unless you direct us otherwise. We will use reasonable precautions to protect your confidential information, but we have no obligation to employ any measures that you do not regularly employ in protecting your confidential information. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement, or the disclosure or communication of confidential or proprietary information arising therefrom (hereinafter collectively referred to as "Email Interruption"). You agree that we shall have no liability for any loss or damage to any person or entity resulting from or related to any Email Interruption, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, and you hereby forever release us from any such liability and shall indemnify us from any claim related thereto.

This agreement and any claim arising out of the services provided shall be governed by the laws of the state of North Carolina, exclusive of its conflict of laws rules. The parties agree that any action between them related to or arising out of this engagement shall be brought only in the state or federal courts of North Carolina.

In the event Dixon Hughes Goodman LLP is required to respond to a subpoena, court order, government regulatory inquiry or other legal process relating to you or your management for the production of documents and/or testimony relative to information we obtained or prepared incident to this or any other engagement, you shall compensate Dixon Hughes Goodman LLP for all time we expend in connection with such response at normal and customary hourly rates, and to reimburse us for all out of pocket expenses incurred in regard to such response.

Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be ineffective or invalid, such ineffectiveness or invalidity shall be only to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this agreement, which shall otherwise remain in full force and effect. The agreements of Village of Pinehurst and Dixon Hughes Goodman LLP contained in this engagement letter shall survive the completion or termination of this engagement.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

Please indicate your acceptance of the above understanding by signing this letter in the space below and returning it to our office. A copy is enclosed for your records. If your needs change during the year, the nature of our services can be adjusted appropriately. Likewise, if you have special projects with which we can assist, please let us know.

We want to express our appreciation for this opportunity to work with Village of Pinehurst.

Sincerely,

Dixon Hughes Goodman LLP

Dixon Hughes Goodman LLP

Accepted and Agreed:

This letter correctly sets forth the understanding of Village of Pinehurst.

John C. Strickland, Mayor

Date _____

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

Brooke Hunter, Finance Officer

Report on the Firm's System of Quality Control

To the Partners of
Dixon Hughes Goodman LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Dixon Hughes Goodman LLP (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended February 28, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Uniform Guidance; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Dixon Hughes Goodman LLP applicable to engagements not subject to PCAOB inspection in effect for the year ended February 28, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Dixon Hughes Goodman LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
August 11, 2017

October 26, 2017

Ralph Snow
Dixon Hughes Goodman LLP
4350 Congress ST Ste 900
Charlotte, NC 28209-4866

Dear Ralph Snow:

It is my pleasure to notify you that on October 26, 2017, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2020. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.

Sincerely,



Michael Fawley
Chair - National PRC
nprc@aicpa.org 919-402-4503
National Peer Review Committee

CC: Candace Wright, David Hinshaw

Firm Number: 900010017108

Review Number: 529335



**DISCUSS RFQ FOR SMALL AREA PLANS.
ADDITIONAL AGENDA DETAILS:**

FROM:

Darryn Burich

CC:

Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:

3/17/2020

MEMO DETAILS:

This agenda item is to discuss issuance of a Request for Qualifications (RFQ) to work with the Village to prepare two Small Area Plans for Focus Area 2 (NC 5 Commercial Area/Pinehurst South) and Focus Area 4 (Village Place/Rattlesnake Trail). This is a follow-up item to the Council's work session on February 25, 2020.

Staff proposes to conduct both small area plans in Fiscal Year 2021 and to proceed with issuing the RFQ to get a consultant under contract by June 30, 2020. Once a list is established from the RFQ, consultants will be invited to present in a more traditional Request for Proposals type submittal and presentation. The intent of issuing an RFQ is to establish a qualified list of potential consultants to interview for the planning work, which would be the next step in this process.

With regard to the RFQ itself, staff is primarily requesting Council direction on the content included in the "Scope of Work" in Section III and secondarily on the Deliverables in Section V.

The Scope of Work section is the more critical section as most consultants will be reviewing those particular tasks closely to determine how well their staff capabilities and firm's experience align with the Village's needs in preparing the Plans.

At this point in the RFQ process, staff is labeling these items as "anticipated" because the Scope and Deliverables may change between the RFQ and subsequent consultant interview and selection.

Generally the other Sections within the RFQ are supplementary and give the responding consultants background about the community and some of the expectations about the project or process.

After Council review staff is looking for consensus on moving forward with issuance of the RFQ. It should be noted that issuance of the RFQ in no way obligates the Village to move forward with the project and consultant selection. The intent of the RFQ is to establish a most qualified list of consultants that could potentially do the work. Please see the attached RFQ for more information.

ATTACHMENTS:

Description

□ Draft RFQ Document



SMALL AREA PLANS REQUEST FOR QUALIFICATIONS

Village Place/Rattlesnake Trail
Pinehurst South/Highway 5 Commercial Area

Issued By: Pinehurst Planning Department

Date Issued: April __, 2020

Responses Due: May __, 2020

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I. Statement of Need/Purpose

The Village of Pinehurst, North Carolina (the “Village”) is requesting qualified planning, transportation, engineering, and/or landscape architect professionals to respond to this Request for Qualifications (RFQ) to assist the Village in preparing two (2) small area plans (the “Project”):

- A. Village Place/Rattlesnake Trail (Village Place)
- B. Pinehurst South/Highway 5 Commercial Area (Pinehurst South)

Both of these of planning areas were identified in the Village’s newly adopted 2019 Comprehensive Plan as needing additional detailed planning to achieve the desired community’s vision for these areas. Village Place and Pinehurst South (the “Study Areas”) are identified as Focus Areas 4 and 2, respectively, in the Balancing Conservation and Growth section of the 2019 Comprehensive Plan, and should help to guide the Project.

The Village is interested in obtaining the following professional services for this Project: land use planning, transportation planning, market & economic analysis, streetscape and landscape design, and engineering design. Professional firms with significant background and experience in developing small area plans are encouraged to respond to this RFQ.

The Village is utilizing a two-step process for selection of a consulting team to assist with the Project. **Step One** is the submittal of a response to this RFQ and **Step Two** will be to short list firms for an interview at which time firms will be asked to provide a more detailed scope of work, budget, schedule, project approach and other supporting information similar to a RFP response.

QUALIFICATION STATEMENTS ARE DUE BY 3:00 P.M. FRIDAY, May __, 2020.

II. Small Area Plan Areas Background

A. Village Place/Rattlesnake Trail

In October 2019, the Pinehurst Village Council approved the 2019 Comprehensive Plan that included recommendations regarding Village Place (See Focus Area 4 discussion). Specifically, the Plan identifies the need to “create a small area plan for the Village Place/Rattlesnake Trail Corridor...**to create a mixed-use walkable destination area that is connected to the Village Center.**” The Village Place Small Area Plan will be an implementable plan to make the community’s vision for the area a reality. Economic feasibility, urban design, and improving the public realm are key aspects of this plan that must include specific and achievable actions.

Village Place offers interesting opportunities to expand the footprint of authentic Pinehurst - immediately north of the historic center of the community - and add a new front door to the historic center from NC Highway 211. Approximately 100 acres in the area are represented by 70 different parcels. 13% of the land was identified as undeveloped in 2018, but significant land may become available in the future to redevelop existing, low profile buildings for retail, residential, and entertainment uses, or for infill development on undeveloped land in between existing buildings for the

same. Much of the area is characterized by undeveloped or underutilized properties that may contain older functionally obsolete or out of character development that is not harmonious with the intended vision for the area. Previous planning efforts (especially the NewCore Master Plan) have been conducted for Village Place with this proposal intended to expand the footprint and breadth of those planning efforts while retaining the overall vision for the neighborhood as reflected in the 2019 Comprehensive Plan.

B. Pinehurst South/Highway 5 Commercial Area

Pinehurst South is an approximate 290 acre limited growth and redevelopment area on the Village's south side containing approximately 145 parcels. The area is approximately 47% undeveloped with part of the area within the corporate boundaries of the Village of Pinehurst and other parts within the Village's Extraterritorial Zoning Jurisdiction (ETJ). Some of the development in this Focus Area is older and may be considered "out of character" with the overall and intended character of the area.

During the Envision the Village process, residents voiced concern about how new development density in this area may affect traffic volumes on NC 5 and Monticello Drive. This planning area is bisected by NC Highway 5, which carries a significant level of daily trips and contains an active railroad line running parallel to the NC Highway 5 corridor along the east side. There is an overall mix of land uses (commercial, residential, institutional, and recreational) in and around the area. Buffering and mitigating the impact of new development will be an important consideration of any planning effort for this area.

The 2019 Comprehensive Plan recommends the Village consider creating a small area plan to facilitate redevelopment as an "Innovation Hub" with office, medical, life science, and research facilities supported with small-scale retail services and residential uses. The Pinehurst South Small Area Plan will be an implementable plan to make the community's vision for the area a reality.

III. *Anticipated Scope of Work*

The Village of Pinehurst is seeking a consultant with specialized small area planning expertise (which may be a single firm or a consultant team) to prepare two (2) small area plans to guide future development in keeping with the vision established in the 2019 Comprehensive Plan.

The following Scope of Work is general and intended to provide a basic framework for preparation and development of the small area plans. The basic Scope of Work as identified below should allow firms responding to this RFQ to tailor their responses to identify the Project Understanding and Project Approach Submittal Requirements in **Section VII**. Additionally, the Scope of Work should assist in identifying similar successful projects that the consultant team have completed. The Village expects the final Scope of Work will reflect modifications made based upon staff discussions and negotiations with the consultant and/or consultant team selected to prepare the small area plans.

The Scope of Work will include, at a minimum:

1. **Assessment/Inventory of Existing Conditions** - Inventory existing land use conditions within the study areas, including:
 - a. Land Uses – types of land uses.
 - b. Development intensity and building coverage.
 - c. Building classification/condition assessment to identify areas where redevelopment may be preferred over demolition and clearing.
 - d. Zoning to include an analysis of strengths and weaknesses of existing development regulations in achieving plan goals.
 - e. Utilities with a goal to underground overhead lines where feasible for priority streets.
 - f. Environmental/topographical features and limitations to identify areas where such limitations may negatively impact development and plan implementation.
2. **Transportation/Mobility Analysis** – Inventory and assessment of existing transportation/mobility infrastructure and systems including:
 - a. Public and private roads – Identify rights-of-way, cross sections, street classifications, pavement types/condition as well as connections and limitations of connections within and to the Study Areas.
 - b. Traffic control devices including signage.
 - c. Pedestrian, bicycle, and golf cart mobility.
 - d. Gateways and transitions to achieve compatibility between areas adjacent to the Study Areas as well as within the Study Areas. With respect to the Village Place Small Area Plan an important objective will be to connect the existing Village Core to the Village Place area.
3. **Market & Economic Analysis** – Conduct a market analysis to determine projected market demand for various residential, non-residential, and mixed uses within the Study Areas and feasibility of development. Tasks should include an analysis of current market conditions, analysis of projected future market conditions, and a development strategy. This analysis should serve as the basis for future land use recommendations for the Study Areas. The market analysis should include, at a minimum:
 - a. Information on the market area, local characteristics, and other locational factors affecting the market and Study Areas.
 - b. Analysis of current supply, including vacancy and lease rates.
 - c. Recommendations on the appropriate mix of land uses, density, and scale in the Study Areas.
 - d. A development strategy showing how future demand and growth could be addressed in the Study Areas.
4. **Plan Document** – Based on analysis of existing conditions, existing plans, market analysis, transportation/mobility analysis and stakeholder input, develop a set of recommendations and strategies (including text, maps, illustrations, diagrams pictures, etc.) that will help facilitate development of the Study Areas into the neighborhoods envisioned in the 2019 Comprehensive Plan. At a minimum, recommendations should include, but are not limited to, the following elements:

- a. Vision Statement. Articulate a clear and concise vision statement, based on community information, input, and aspirations, along with goals to guide implementation of the vision.
- b. Introduction/Planning Context. Provide an overview of the Study Area, including historical development, previous planning efforts, and long-range land use and (re)development context.
- c. Future Land Use and Zoning Element. Include specific recommendations for updating the Pinehurst Development Ordinance (PDO) to achieve plan goals. This shall include specific PDO language, text, and illustrations for new zoning districts and development standards.
- d. Urban Design/Character Element. Include specific design guidelines for the development of a form based zoning district for the Study Areas.
- e. Transportation/Mobility Element. Include vehicular, pedestrian, and/or golf cart transportation network improvements and proposed cross sections.
- f. Streetscape and Public Realm Element. Include landscaping, utilities, streetlights, signage, gateways, public art, etc. design concepts.
- g. Economic Development Overview and Market Assessment. Include recommendations regarding the appropriate mix of land uses, density, scale, and priorities for development based on the market analysis.
- h. Implementation Element. Include actionable recommendations organized into short-term (0-2 years), mid-term (3-5 years), and long-term (5+ years) improvements with approximate costs, funding sources, and responsible parties. The implementation element should include, at a minimum, benchmarks or milestones and performance measures to measure the achievement and effectiveness of implementation activities.

The Project approach will need to consider, among many other things, the Guiding Principles identified in the 2019 Comprehensive Plan:

1. Retain the small-town charm, scale, and character of the community to ensure a high quality of life. Celebrate and preserve the historic Village and traditions that make Pinehurst desirable and unique.
2. Balance the need to conserve land while allowing purposeful, quality development in strategic locations to meet the needs of residents, businesses and visitors. Ensure high quality development that reflects the character of the community and maintain high quality gateways and corridors to ensure the built environment is in keeping with the character of Pinehurst.
3. Protect and enhance the quality and character of existing residential neighborhoods. Seek opportunities to offer a variety of housing types that appeal to a wide range of households and enable residents to live in Pinehurst throughout all stages of life. Ensure neighborhoods are connected to walkable destinations such as parks, open spaces, recreational facilities, and other activity centers.
4. Provide a safe, reliable and efficient transportation system that promotes and enhances mobility and connectivity between neighborhoods and destinations through a multi-modal network of complete and walkable streets, sidewalks and paths for vehicles, golf carts, pedestrians, and cyclists.
5. Support the golf, tourism and healthcare industries that make up the economic backbone of the community by encouraging entrepreneurship, supporting diverse and innovative businesses, and developing a thriving arts, culture, and entertainment market. Encourage a variety of shopping, dining, and cultural opportunities for residents and visitors alike.

6. Ensure supporting infrastructure and community facilities exist to meet the needs of existing and future Pinehurst residents, businesses, and visitors. Partner with other providers to plan for and expand infrastructure as necessary to ensure a high quality of life.
7. Preserve, conserve, and feature Pinehurst's natural resources with expanded parks, open spaces, and events that enhance the health and well-being of the community and the environment.

In addition, the small area plans will involve key stakeholders including residents, the business community, and other community organizations. The plans will also address Pinehurst's growth pressures, including demographic changes, and community concerns regarding growth and its impacts on infrastructure and community character.

IV. Public Engagement

A robust public engagement process will be required for development and approval of the small area plans. Effective and authentic participation by a large number and wide range of residents, businesses, stakeholders, and organizations will be critical to the success of this Project. The consultant is expected to work with Village staff to formulate and execute an innovative and inclusive public engagement plan. Techniques should include, at a minimum, community and neighborhood meetings, stakeholder interviews, a project website on Engage Pinehurst (engage.vopnc.org), surveys, and use of social media. The public engagement strategy should be designed to ensure broad and enthusiastic participation in the creation of the plans, including participation by a wide and representative demographic. The strategy should identify methods for publicizing the Project and maintaining interest and communication with the public.



V. *Anticipated Small Area Plan Deliverables Required*

The consultant preparing the small area plans will be required to provide, at a minimum, the following final deliverables, subject to discussions and negotiations with the selected consultant:

1. Questionnaires/surveys, maps, progress reports at each milestone, photos, graphics and other tools for community involvement, including an online component to disseminate information and solicit community input using Engage Pinehurst (engage.vopnc.org).
2. Material preparation such as reports, presentations, graphics, charts, etc., shall be provided in collaboration with Village staff throughout the process in a timely manner.
3. Coordination and facilitation of public meetings, Steering Committee meetings, community visioning, stakeholder meetings, and public hearings on the draft and final plans before the Village Council.
4. Final plan document including appropriate goals, objectives, implementation strategies with timelines, maps, illustrations, and all necessary background information and appendices.
5. Implementation action plans for integrating the recommended strategies into ongoing planning, evaluation and budgeting processes for both capital and operating budgets, including key performance measures.

6. The consultant will provide one or more bound copies and an electronic copy of the final document in print-ready format, including a reduced file size for website posting. All digital files shall be provided as follows:
 - Final Plan: InDesign (version to be determined by the Village) and PDF
 - Text: MS WORD
 - Spreadsheets: MS EXCEL
 - Mapping: Shape files from ESRI software (version to be determined by the Village) and PDF

VI. Proposed Project Timeline

The Village of Pinehurst would like the small area plans completed in an approximately 12 month timeframe upon final execution of a negotiated contract. A proposed project timeline will be prepared and submitted as a component of the project proposal using the assumption that a final contract is negotiated by June 30, 2020. The final project scheduled will be mutually agreed upon, subject to final negotiation with the selected consultant.

VII. Proposal Requirements

The following materials must be included in the proposal and received by 3:00 PM (EDT) on April __, 2020. The Village may invite one or more selected firms to present and interview with the Village Council prior to final selection and contract negotiation.

Method of Submission: One electronic copy via email in PDF format to Darryn Burich, Planning & Inspections Director, at dburich@vopnc.org.

Submittal Information: Proposals submitted must adhere to a 25-page maximum limit (excluding cover, title page, transmittal letter, and table of contents). Specific proposal requirements include:

1. **Title Page:** Title page showing the following: the consultant's name, address, telephone and email address of the contact person; and the date of the proposal.
2. **Transmittal Letter:** A signed letter of transmittal briefly demonstrating the consultant's understanding of the work to be performed and explaining why the consultant's believes it is best qualified to perform the services.
3. **Introduction and Executive Summary:** Provide the following information concerning the consultant firm:
 - Firm name and business address, including telephone number, fax number, and email address.
 - Year established (include former names and year established, if applicable).
 - Type of ownership and parent company, if any.
 - Project manager's name, mailing address, and telephone number, if different from Item 1.
 - Identify the major facts and features of the proposal, including any conclusions, assumptions, and recommendations.
4. **General Information:** Provide general information and a brief history of the consultant's firm or team, including any subcontract consultants, which may be used for the Project.

5. **Project Understanding:** Include a summary of the consultant's understanding of this project as described in the Scope of Work (Section III).
6. **Project Approach:** Provide an approach to the Scope of Work (Section III), with particular attention to methods proposed for public engagement. Respondents may include or propose additional Scope of Work that is believed pertinent to the purpose of the Project but not specifically requested elsewhere in the RFQ
7. **Relevant Experience:** Identify similar projects that the team or individuals have recently completed comparable to this project. Consultant should demonstrate relevant experience on at least (3) similar projects, preferably within the past five (5) years. Consultant should be prepared to provide copies of the work product from these projects. Include the name, telephone number, and email address of a person who may be contacted referencing each project.
8. **Personnel Qualifications:** For each member of the professional staff proposed to be assigned to this engagement, please provide the following information:
 - Identification of project manager who will lead the project and who can negotiate and execute a contract.
 - Names and proposed roles of other individual team members.
 - Qualifications and professional credentials of all team members to perform work requested, including education and prior relevant experience in their assigned functions.
9. **Availability:** Statement of availability of key personnel of the firm to undertake and complete this Project in keeping with the Village's anticipated Proposed Project Timeline (Section VI).
10. **Fees and Costs:** Provide a listing of fees or hourly rates for members of the consulting team(s) that will be involved in the Project, including support personnel, travel, and overhead and supply costs.

The Village prefers a firm, fixed contract price with incidental costs, such as travel, billed separately from the fixed contract price.

VIII. Evaluation and Selection

The Village is utilizing a two-step process to select a consulting team to assist with the project. **Step One** is the submittal of a response to this RFQ and an evaluation of the responses per the criteria below. **Step Two** will be to short list firms for an interview at which time firms will be asked to provide a more detailed scope of work, budget, schedule, project approach and other supporting information to be determined later. Only firms submitting a response to this RFQ shall be eligible to submit for consideration in Step Two. The Village may or may not conduct interviews and may elect to move directly into project contract negotiations based on evaluation of responses to this RFQ. The Village may also elect not to move forward with the project and may re-issue an RFQ or RFP.

Criteria for Selection

RFQs received for the Small Area Plans will be evaluated based on the following criteria (in no particular order):

1. Responsiveness to the RFQ and quality of submittal.
2. Specialized experience of the firm(s) with projects of a similar scope and scale within the past 5 years in similar community settings.
3. The capacity and commitment of the firm, its key project members and proposed sub consultants to provide requested services in accordance with the Village's schedule.
4. Qualifications and experience of key personnel, including sub consultants, on the proposed team.
5. Creativity, unique propositions, and demonstration of superior or innovative techniques in preparing similar small area plans and public engagement.

Interested firms should submit an electronic response by 3:00 PM (EDT) on May, __, 2020, via email to Darryn Burich, Planning & Inspections Director, whose contact information is below:

Darryn Burich, Planning & Inspections Director
Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374
910-295-8658, ext. 1284
dburich@vopnc.org

Village staff will provide receipt verification of submissions received.

Terms and Conditions

1. This RFQ does not commit the Village to award a contract. No other party, including any respondent, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Village, do not meet the minimum requirements, including without limitation the minimum submission requirements, may not be reviewed. This RFQ and the process it describes are proprietary to the Village and are for the sole and exclusive benefit of the Village. Any response, including written documents and verbal communication by any respondent to this RFQ, will become the property of the Village and if required by law may be subject to public disclosure by the Village or any authorized agent of the Village. The Village is not liable for any costs associated with the development, preparation, transmittal or presentation of any response or material(s) submitted in response to this RFQ.
2. It shall be the respondents' responsibility to review and verify the completeness of its response. The Village may request additional or clarifying information or more detailed information from any respondent at any time, including information inadvertently omitted by a respondent. The Village may request to contact clients referenced in the response. The Village also reserves the right to conduct investigations with respect to the qualifications of a respondent.
3. Verbal communication made by any Village employee or agent of the Village with respect to this RFQ is not binding and shall not in any way be considered as a commitment by the Village. Only written responses to questions submitted in writing to the Village or written addenda to this RFQ issued by the Village will be considered binding on the Village.

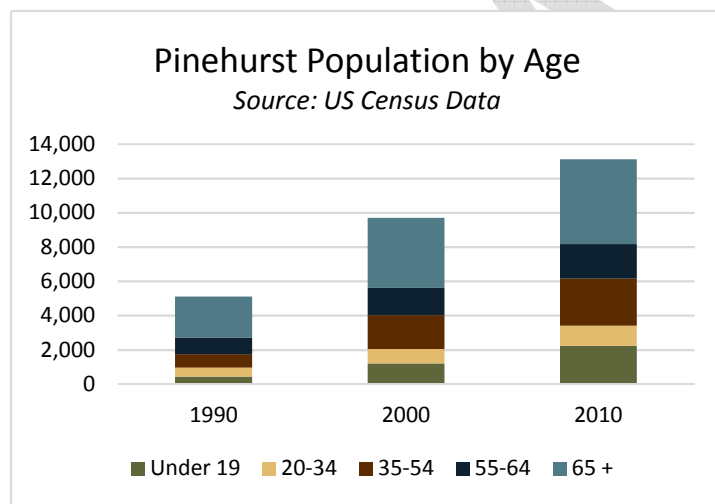
4. The Village reserves and may exercise the following rights and options with respect to evaluation of responses and selection for negotiation:
 - a. To reject any and all responses and re-issue the RFQ at any time prior to execution of a final contract if, in the Village's sole discretion, it is in the Village's best interest to do so;
 - b. To supplement, amend, substitute or otherwise modify this RFQ at any time prior to selection of one or more respondents for negotiation and to cancel this RFQ with or without issuing another RFQ;
 - c. To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Village's best interest to do so;
 - d. To reject the proposal that, in the Village's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Village or another government entity, is financially or technically incapable or is otherwise not a responsible respondent;
 - e. To reject as informal or non-responsive any proposal which, in the Village's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFQ or contains erasures, ambiguities, alterations, or items of work not called for by this RFQ;
 - f. To waive any informality, defect, non-responsiveness and/or deviation from this RFQ that is not, in the Village's sole judgment, material to the response;
 - g. To permit or reject, at the Village's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of responses by some or all of the respondents following proposal submissions;
 - h. To request that some or all of the respondents modify proposals based upon the evaluation of the Village.
5. The Village may enter into negotiations for a contract, on terms and conditions satisfactory to the Village with one or more selected respondent(s). However, the Village reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The Village reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFQ; in such an event, the Village shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the Village, in its sole discretion, determines that doing so and permitting such is in the Village's best interest. Should negotiations not prove satisfactory with the selected respondent(s), the Village reserves the right to discontinue negotiations. Additional individuals/businesses may be asked to enter into negotiations, and/or the Village may solicit new proposals.

Appendix A: Community Profile

The Village of Pinehurst is located in an area known as "the Sandhills" in Moore County, North Carolina. Although it was established in 1895, the Village did not become a municipality until 1980. James Walker Tufts, a resident of the Boston Area, purchased approximately 6,000 acres of land to create a health resort in the Sandhills. Mr. Tufts contacted a land planning firm based in Brookline, Massachusetts, headed by Frederick Law Olmsted, designer of Central Park in New York City and the Biltmore Estate in Asheville. In about three weeks' time, the plan for the Village of Pinehurst was formed. In 1996, a large portion of the Village was designated as a National Historic Landmark District for its landscape design and significance in the history of golf in the United States.

The Village has an incorporated area of approximately 17.3 square miles and also exercises extraterritorial jurisdiction for zoning purposes over an 8.3 square mile area immediately outside of its corporate limits. The Village of Pinehurst is surrounded by the incorporated municipalities of Southern Pines, Foxfire, Aberdeen, and Taylortown.

With 93% of land used for residential and recreational purposes, Pinehurst has a total tax base of \$3.5 billion, or \$201 million per square mile. Of the total assessed property valuations, approximately 78% are residential, with 22% non-residential.



The current population of the Village of Pinehurst stands at approximately 17,100 residents. From 1990 to 2010, Pinehurst's population increased from approximately 5,100 residents to over 13,000, or a 155% increase. According to US Census data, 47% of the population was under the age of 55 in 2010, compared to 34% in 1990. This points to a trend that Pinehurst is increasingly becoming a community comprised of younger residents.

Location is one of the Village's greatest assets. Pinehurst is only two hours from white, sandy beaches; three hours from the beautiful Blue Ridge Mountains; 45 minutes from Fort Bragg, the largest military base in the world (by population); one hour from the state capitol of Raleigh, and two hours from Charlotte with access to international airports, major museums, and other cultural arts venues.

The Village of Pinehurst is an integral part of the economy of Moore County, which is well-diversified with significant healthcare, recreational, retirement, tourism, retail, agriculture, and manufacturing sectors. Pinehurst is largely a service-based economy with over 9,200 jobs included in primarily the lodging, medical, and office sectors.

Two of the largest employers in Moore County are located in Pinehurst and are service-related: FirstHealth of the Carolinas and Pinehurst Resort. FirstHealth of the Carolinas is a private, not-for-profit

health care network serving 15 counties in the mid-Carolinas. Pinehurst Resort, owned by Pinehurst, LLC operates nine championship golf courses, including the famous Pinehurst No. 2 course, which was the site of the 1999, 2005, and 2014 U.S. Open Championships. Pinehurst Resort will once again host the U.S. Open Championship in 2024.



Appendix B. Existing Plans and Policy Framework

The planning documents listed below guide Village development and services. These planning documents, along with a brief summary of each, are listed below:

- [2019 Comprehensive Long Range Plan](#) is the Village's recently adopted Comprehensive Plan that will help guide and manage growth for next 15-20 years. The planning effort kicked-off in 2018 and was guided by a "Think Tank" that acted as a sounding board during the adoption process. The planning process included a significant level of public participation including numerous public forums and online engagement.
- **2010 Comprehensive Long Range Plan: [Strategic Element](#) and [Implementation Element](#)** - The 2010 plan, designed to be a guide for directing the future of the Village of Pinehurst, provides a vision and a basis for policies to help attain that vision. It includes two component parts: A Strategic Element and an Implementation Element. The Strategic Element is a statement of overall strategic directions important for Pinehurst to promote and pursue. The Implementation Element is a detailed compilation of tasks and programs to help accomplish the overall strategies. The Future Land Use Plan in the 2010 Strategic Element is a one-page narrative and a map that lacks sufficient information to meet the Village's future land use planning needs.
- [2015 Comprehensive Parks and Recreation Master Plan](#) - The master plan provides a framework for long-range planning of parks and recreation facilities. The plan consists of an inventory of the existing park system, along with recommended additions/renovations of facilities. It includes priorities for specific projects.
- [2015 Comprehensive Bicycle Master Plan](#) - The bicycle plan is a guide to the development of bicycle infrastructure with goals to increase options for cycling as an alternate form of transportation within the village, create a bicycle-friendly community, promote bicycling as a healthy exercise, improve connections between disparate parts of the village, and promote bicycle safety.
- [2015 Comprehensive Pedestrian Master Plan](#) - The master plan establishes criteria for planning, designing, financing, prioritizing, implementing, and maintaining pedestrian systems.
- [2008 NewCore Master Plan](#) - The master plan is a guide for an area of approximately 19 acres in the Village Center comprised of shops, historic buildings, and residential areas dating to the earliest years of the Village. The Master Plan envisions the area as a coherent, walkable, mixed-use district, presently called Village Place.
- [2011 Pinehurst Thoroughfare Plan](#) - The plan's intended purpose is to facilitate the implementation of roadway improvements, manage projected growth, and minimize traffic congestion allowing safe and unrestricted travel in Pinehurst. The proposed roadway improvements were based on the emergence of new land use patterns.
- [2020 Strategic Operating Plan](#) - The plan outlines Village Council's goals, strategic objectives, key performance indicators, and five-year initiatives to address the strategic challenges and opportunities identified by the Village Council at their annual retreat. The document includes the Village's annual strategic priorities, FY 2018 budget, and the FY 2018-2022 Financial Forecast and Capital Improvement Plan.

Regulatory documents that form the Village's Policy Framework include:

- [Pinehurst Development Ordinance](#) - The ordinance establishes zoning regulations, including creation and applications of zoning districts; design and development standards; subdivision regulations; and procedures. At the time of action to approve or deny any amendments to the Development Ordinance or Zoning Map, the Village Council is required to make a statement regarding whether or not the proposed amendment is consistent with the Comprehensive Long Range Plan.
- [Historic District Guidelines](#) - The standards and guidelines for Pinehurst's local historic district provide design principles and standards for structures and landscaping, including new construction, renovation, and landscaping within the boundary of the local historic district. These standards and guidelines were recently reviewed and modifications are pending Council review and approval.
- [Engineering Standards Manual](#) – The manual provides the minimum engineering standards for all new development in the Village and its' Extraterritorial Jurisdiction.

The planning and regulatory documents identified above are available in the Document Library on the Village website at www.vopnc.org/planningdocs.

Appendix C. Excerpts from 2019 Comprehensive Plan

To be inserted from Balancing Conservation and Growth section:

Focus Area 2 extract

Focus Area 4 extract

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