



**Village Council
Agenda for Regular of January 27, 2026
Assembly Hall
395 Magnolia Road, Pinehurst, NC 28374
Pinehurst, North Carolina
4:30 PM**

1. Call to Order
2. Invocation and Pledge of Allegiance
 - A. Invocation by Reverend Hugh Tudor-Foley (Retired)
3. Reports
 - A. Manager
 1. January 30, 2026, at 10:00 a.m. in Marshall Park — "Beyond the Liberty Tree"
 - B. Council
4. Motion to Approve Consent Agenda

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

 - A. Approval of Village Council Meeting Minutes
 1. January 13, 2026, Regular Meeting Minutes
 2. January 13, 2026, Work Session Minutes
 3. January 13, 2026, Closed Session Minutes
 4. January 21, 2026, Special Meeting Minutes
 - B. Approval of the Village Manager's Employment Contract as Amended on January 13, 2026

End of Consent Agenda
5. Honorary Resolution
 - A. Consider Resolution 26-02 Honoring the Service of Mr. Jack Farrell as Councilmember for the Village of Pinehurst
6. Public Comments
7. Resolutions

- A. Consider Resolution 26-07 Reappointing Mr. Matt Jones to the Planning & Zoning Board and Board of Adjustment
 - B. Consider Resolution 26-08 Adopting the Retiree Health Reimbursement Account Policy
 - C. Consider Resolution 26-09 Adopting the Village Council's Development and Growth Policy
8. Regular Business
- A. Consider the Purchase of Murdocksville Road Property
9. Ordinances
- A. Consider Ordinance 26-01 Amending the FY 2026 General Fund Budget to Purchase Real Property on Murdocksville Road
 - B. Consider Ordinance 26-05 Amending the Municipal Code to Provide Exemptions for Spur Road Trash Receptacle and Parking Regulations
10. Other Business
11. 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.



**January 30, 2026, at 10:00 a.m. in Marshall Park — "Beyond the Liberty Tree"
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council;
DATE OF MEMO: 01/20/2026

MEMO DETAILS

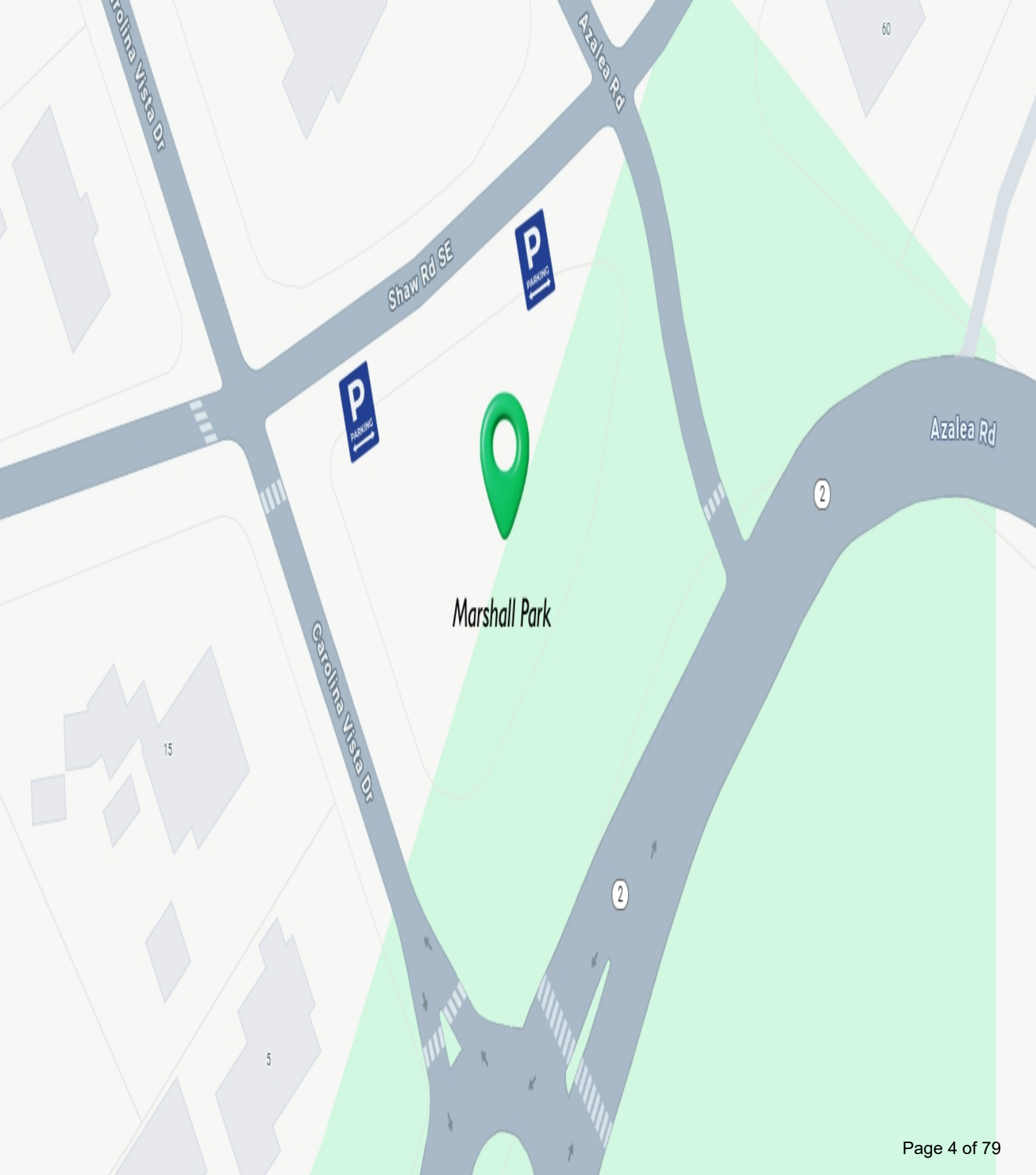
The Village of Pinehurst's "Beyond the Liberty Tree" event to be held in Marshall Park on Friday, January 30, 2026, at 10:00 a.m. is a ceremonial planting of a landmark Southern Live Oak (known as the Liberty Oak) and installation of a commemorative granite marker, honoring the endurance and growth of our democratic ideals. The Liberty Oak was field grown in Liberty, NC by a family-owned nursery established in 1912 and currently operated by the family's 3rd and 4th generations.

This event is part of the Village's commemoration of the 250th Anniversary of the United States of America (America 250). Visit the [America 250 | Village of Pinehurst, NC](#) website for more information on the Village's America 250 events, such as the "Stars, Stripes & Shared Traditions: A Pinehurst Recipe Collection Celebrating America's 250 Years".



ATTACHMENTS

1. Marshall Park Parking map





**January 13, 2026, Regular Meeting Minutes
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 01/20/2026

MEMO DETAILS

ATTACHMENTS

1. 01.13.2026 DRAFT Regular Meeting Minutes



**Village Council
Minutes for the Regular Meeting of January 13, 2026
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
4:30 p.m.**

The Village of Pinehurst Village Council held a Regular Meeting at 04:30 p.m., Tuesday, January 13, 2026, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were present:

Mr. Patrick Pizzella, Mayor
Ms. Barb Ficklin, Councilmember
Mr. John Taylor, Mayor Pro Tem
Mr. Kevin Fitzpatrick, Councilmember
Mr. Jeramy Hooper, Councilmember
Mr. Doug Willardson, Village Manager
Mr. Dan Hartzog, Village Attorney
Ms. Shannon Konstantinou, Village Clerk
Mr. Paul Conners, IT Systems Specialist

And approximately 30 members of the audience in attendance, in addition to 4 staff and 1 press. There were approximately 50 remote views.

1. Call to Order.

Mayor Pizzella called the Village Council meeting to order at 04:31 p.m.

2. Invocation and Pledge of Allegiance.

- A. Invocation by Reverend Sue Hudson of the Presbyterian Church**
- B. Pledge of Allegiance by Village Council and Staff**

3. Reports:

Village Manager

- Mr. Doug Willardson reported on the Village of Pinehurst's America 250 events and celebrations noting the January 30, 2026, Beyond the Liberty Tree event; the January 27, 2026, Groundbreaking Ceremony for the new Given Library; the March 14, 2026, St. Patrick's Day parade noting participants are needed and applications are available at the Cannon Park Community Center; and the Harness Track having 205 stalls rented as a result of the hard work by the Harness Track staff.

Village Council

- Mayor Pizzella reported on the December 10, 2025, Village of Pinehurst Employees Holiday Luncheon; the December 12, 2025, Moore County Historical Association Members Holiday Party at Shaw House; and a letter submitted by the Mayor and Village Manager to the NCDOT regarding the redesign of the Pinehurst Traffic Circle.

- Mayor Pro Tem Taylor verified 205 stalls are rented at the Harness Track noting the facilities are almost to capacity, reported on a letter submitted by the Mayor and Village Manager to the NCDOT regarding the redesign of the Pinehurst Traffic Circle, and noted a follow will be done with NCDOT regarding the results of the data gathered at the October 28, 2025, Public Meeting on the Pinehurst Traffic Circle redesign.
- Councilmember Ficklin reported on the Village of Pinehurst’s America 250 events and celebrations noting the importance of residents participating and submitting recipes for inclusion in the commemorative recipe book “Stars, Stripes, & Shared Traditions: A Pinehurst Recipe Collection Celebrating America’s 250 Years”.
- Councilmember Hooper reported on a recent meeting with Mr. Vagn K. Hansen II, Executive Director Fort Bragg Regional Land Use Advisory (RLUAC) and the upcoming February 2026 RLUAC meeting, and the January 12, 2026, Bicycle and Pedestrian Advisory Committee meeting noting the Committee needs three new members.
- Councilmember Fitzpatrick thanked Village staff for assisting him with new Councilmember onboarding and reported a recent meeting with Ms. Dana Van Nostrand, Financial Services Director, about the Village’s budgeting process, a recent tour of the Given Memorial Library and Tufts Archives with Ms. Audrey Moriarty, Library Services & Archives Director, and a recent tour of the FirstHealth Cancer Center.

4. Motion to Approve Consent Agenda.

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

- A. Approval of Village Council Meeting Minutes**
 - 1. December 9, 2025, Special Meeting Minutes**
 - 2. December 9, 2025, Regular Meeting Minutes**
 - 3. December 9, 2025, Work Session Minutes**
 - 4. December 9, 2025, Closed Session Minutes**
 - 5. December 12, 2025, Special Meeting Minutes**
- B. FY 2026 Budget Amendment Report**

End of Consent Agenda.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved all items listed and considered routine on the Consent Agenda by a vote of 5-0.

5. Honorary Resolution.

A. Consider Resolution 26-01 Honoring the Service of Dr. Jeff Morgan as Councilmember for the Village of Pinehurst

Mayor Pizzella read aloud Resolution 26-01 honoring the service of Dr. Jeff Morgan as Councilmember for the Village of Pinehurst.

Dr. Morgan expressed gratitude to the Village of Pinehurst community for the honor; and thanked Mrs. Laura Morgan for her support, all of the community organizations that help make the Village a great place to live, The Pilot for professionally reporting issues impacting the community, the Village staff for their hard work and professionalism, and his fellow Councilmembers for the opportunity to serve with them.

Dr. Morgan asked the community at large to remember personal attacks impact more than the person serving, they also impact their loved ones. Dr. Morgan asked for decorum, professionalism, and respect toward each other even when there are disagreements.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council

unanimously approved Resolution 26-01 honoring the service of Dr. Jeff Morgan as Councilmember for the Village of Pinehurst by a vote of 5-0.

RESOLUTION #26-01:

Resolution Honoring the Service of Dr. Jeff Morgan as Councilmember for the Village of Pinehurst, North Carolina

Whereas, the Village Council of Pinehurst, North Carolina wishes to acknowledge and express its appreciation to Dr. Jeff Morgan for his dedicated service to the citizens of Pinehurst as Councilmember; and

Whereas, Dr. Morgan served the Village of Pinehurst as Councilmember from December 2021 to December 2025; and

Whereas, Dr. Morgan dedicated his time, knowledge, and abilities to the Village and provided thoughtful consideration to all matters; and

Whereas, Dr. Morgan played an integral role in notable projects such as the design of the new Given Memorial Library and creation of the Pinehurst Fire Department's Quick Response Unit; and

Whereas, Dr. Morgan served as the Council representative on the Central Pines Regional Council and as liaison to FirstHealth; and

Whereas, Dr. Morgan contributed to the development and adoption of the 2023 Parks & Recreation Master Plan, 2023 Stormwater Management and Master Plan, Village Place and Pinehurst South Small Area Plans and Form Based Guidance Plans, and 2025 Pinehurst Development Ordinance update; and

Whereas, Dr. Morgan strongly supported the preservation of the Harness Track facilities and championed the creation of a "Friends of the Harness Track" organization; and

Whereas, Dr. Morgan was, and continues to be, a strong advocate for the community of the Village of Pinehurst.

Now, Therefore, Be It Resolved by the Village Council of Pinehurst, North Carolina in a Regular Meeting assembled this 13th day of January 2026 as follows:

Section 1. That, on behalf of the citizens of Pinehurst, the Village Council expresses deep appreciation and gratitude to Dr. Morgan for the gifts of time, ability, and commitment in carrying out his duties as Councilmember for the Village of Pinehurst.

Section 2. That a copy of this resolution be spread upon the permanent minutes of the Village of Pinehurst and a copy thereof, duly executed by the Mayor and Village Clerk, be presented to Dr. Jeff Morgan as a token of our gratitude.

This Resolution passed and adopted on this 13th day of January 2026.

6. Appointment Resolution.

A. Consider Resolution 26-03 Appointing Mr. Donald (Don) Thrower as the Neighborhood Advisory Committee Representative for the Pinehurst South Area

Ms. Kristin Bunton, Communications Specialist and NAC Staff Liaison, introduced Mr. Donald (Don) Thrower.

Mr. Thrower provided a brief history of his background and explained his interest in serving the Village community as the Pinehurst South Neighborhood Advisory Committee Representative.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Fitzpatrick, Council unanimously approved Resolution 26-03 appointing Mr. Donald (Don) Thrower as the Neighborhood Advisory Committee Representative for the Pinehurst South Area by a vote of 5-0.

RESOLUTION #26-03:

A RESOLUTION APPOINTING THE NEIGHBORHOOD ADVISORY COMMITTEE REPRESENTATIVE FOR THE PINEHURST SOUTH AREA.

WHEREAS, the Village of Pinehurst established a Neighborhood Advisory Committee (NAC) in 2008; and

WHEREAS, the Village of Pinehurst officially reorganized the Neighborhood Advisory Committee (NAC) under the leadership of the Village Council of the Village of Pinehurst on the 11th day of April 2023; and

WHEREAS, there is a need to fill the vacancy on the Neighborhood Advisory Committee to represent the Pinehurst South designated area; and

WHEREAS, Mr. Donald (Don) Thrower and the Village Council of the Village of Pinehurst are desirous of Mr. Thrower serving as a representative of the Pinehurst South area on the Neighborhood Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 13th day of January 2026 as follows:

Mr. Donald (Don) Thrower is appointed as a representative of the Pinehurst South area on the Neighborhood Advisory Committee, effective January 13, 2026, said term to expire June 30, 2029.

THIS RESOLUTION passed and adopted this 13th day of January 2026.

Mayor Pro Tem Taylor reiterated Dr. Morgan's comments commending Village staff and The Pilot...

7. Public Comments.

Dr. Bill Grover, Pinehurst resident, spoke in favor of the establishment of a Senior Advisory Committee (SAC), which will be discussed by Council at the Work Session meeting.

Dr. Karen Sullivan, Pinehurst resident, spoke in favor of the establishment of a Senior Advisory Committee (SAC), which will be discussed by Council at the Work Session meeting.

Ms. Lynn Drinkwater, Pinehurst resident, spoke in favor of the establishment of a Senior Advisory Committee (SAC), which will be discussed by Council at the Work Session meeting.

8. Public Hearing No. 1.

A. Public Hearing No. 1 - 7941 US Highway 15-501 Conventional Rezoning

The purpose of the hearing is to consider an Official Zoning Map Amendment for approximately 12.27 acres of land located at 7941 US Highway 15-501 and further identified by Parcel ID #00021713 & 00022802. This proposed map amendment would zone the property from R-5 (High Density Residential) and R-20 (Medium Density Residential) to NC (Neighborhood Commercial). The property owner is Tommy's Rental, Inc. and the applicant is Mubarak Shahbain.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Hooper, Council unanimously approved to recess the Regular Meeting and enter into Public Hearing No. 1 by a vote of 5-0 at 5:10 p.m.

Mr. Alex Cameron, Planning & Inspections Director, reviewed and discussed a Public Hearing No. 1 –7941 US Highway 15/501 Conventional Rezoning Request PowerPoint presentation highlighting an overview of Public Hearing No.1: Conventional Zoning Request, Conventional Zoning Map Amendment, Background & Analysis, Adjacent Land Uses & Zoning, Environmental & Utility Factors, Topographical Floodplain & Wetlands Map, Uses Permitted in NC District, Uses Permitted in R-5 & R-20 District, Plan Consistency, Conservation & Growth Map of the immediate area, Planning & Zoning Board Action, Staff Recommendation, Village Council Action, and Summary.

Mr. Cody Norrod, Raeford Development, Mr. Carlo Partardo, Morris & Ritchie Associates, and Mr. Sean Davis, Morris & Ritchie Associates, discussed the site topography and nearby watershed limiting development to only a portion of the site (approximately 3-4 acres of impervious surface is permitted), collaboration with NCDOT being done to ensure safe access to / from the highway, the rezoning request being due to the fact that rezoning to NC is the only way to remove the current non-conformity of the property, the proposed redevelopment being a single-story building with the number of units being dictated by the square footage needed by each tenant, the proposed redevelopment providing much needed services to this area of the Village / highway corridor, the sewer requirements being worked through during the development approval process, the footprint of the proposed redevelopment not being very much larger than the existing, restroom facilities being dependent upon tenant uses with the internal floor plan being adjusted based on uses and market conditions, and the developable acreage including the existing fueling station and required stormwater management.

Mayor Pizzella asked if any member of the audience wished to speak. None came forward.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Hooper, Council unanimously approved to adjourn Public Hearing No. 1 and re-enter the Regular Meeting by a vote of 5-0 at 6:16 p.m.

Council deliberated on the potential future impact of a rezoning decision, the area not being included in Focus Area 1 for the Village of Pinehurst ETJ, the possible decision actions and subsequent amendment to the Conservation & Growth Map, NCDOT being the authority to determine the number of curb cuts permitted based on the uses of the buildings and trip counts / travel data, the potential impact of the NCDOT HWY 5 improvements / widening project on the number of curb cuts, access to the proposed redevelopment primarily being the 3rd existing curb cut just south of the existing fueling station, a 6-12 month timeline being needed for the first development plans to be submitted for review, and the potential positive impact redevelopment will have by providing needed services to residents north of the traffic circle.

9. Ordinance.

A. Consider Ordinance 26-02 Official Zoning Map Amendment for 7941 US Highway 15-501, parcel ID's #00021713 & 00022802

Council deliberated on the different decision actions available to them.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved Ordinance 26-02 amending the Village of Pinehurst Official Zoning Map for 7941 US Highway 15-501 by a vote of 5-0 and found the requested amendment consistent with Guiding Principles 2 & 5 and Implementation Strategies 2.17 & 7.9 of the Village of Pinehurst 2019 Comprehensive Plan. Further, the amendment is inconsistent with the Conservation and Growth Map, and the map is hereby amended from “Suburban Neighborhood” to “Suburban Center” for said property. The requested amendment is considered reasonable and in the best interest of the public.

ORDINANCE #26-02:

AN ORDINANCE AMENDING THE OFFICIAL PINEHURST ZONING MAP AS IT PERTAINS TO THE REZONING OF APPROXIMATELY 12.27 ACRES OF LAND LOCATED AT 7941 US HIGHWAY 15-501 PARCEL ID'S #00021713 & 00022802.

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance and Map on the 8th day of October 2014 and adopted a new Pinehurst Development Ordinance on the 18th day of November 2025, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

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

WHEREAS, the Planning & Zoning Board held a public hearing on December 4, 2025, and recommended the zoning map amendment be approved due to its consistency with the 2019 Comprehensive Plan; and

WHEREAS, a public hearing was held on January 13, 2026, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction. The purpose of this public hearing was to consider the rezoning of approximately 12.27 acres of land located at 7941 US Highway 15-501 and further identified by Parcel ID #00021713 & 00022802 from R-5 (High Density Residential) and R-20 (Medium Density Residential) to NC (Neighborhood Commercial), at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were provided an opportunity to comment on the proposed rezoning; and

WHEREAS, the Village Council, after considering all the facts and circumstances surrounding the proposed conditional rezoning, have determined that it is consistent with the adopted Comprehensive Plan and in the best interests of the Village of Pinehurst and the extraterritorial jurisdiction that the Zoning Map be amended.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled on this 13th day of January 2026 as follows:

SECTION 1. The proposed rezoning is consistent with the Village of Pinehurst Comprehensive Plan Guiding Principle #2, Balancing Conservation & Growth, Balance the need to conserve land while allowing purposeful, quality development in strategic locations. Rezoning to the NC district would continue to allow for the redevelopment of the property to a conforming use, thus replacing the existing service station with quality development in a strategic location.

SECTION 2. The proposed rezoning is consistent with the Village of Pinehurst Comprehensive Plan Guiding Principle #5, Taking Care of Business, "Support the golf, tourism and healthcare industries that make up the backbone of the community by encouraging entrepreneurship, supporting diverse and innovative businesses, and developing thriving arts, culture, and entertainment market. Encourage a variety of shopping, dining, and cultural opportunities for residents and visitors alike."

SECTION 3. Comprehensive Plan Implementation Strategy 2.17 (page 111) speaks to reviewing the zoning regulations for areas identified for future development to ensure that the

zoning permits the desired scale of development. Conversely, ensure that the zoning in place for any new areas identified for development does not permit undesirable patterns.

SECTION 4. Comprehensive Plan Implementation Strategy 7.9 (page 205) emphasizes the need to continue to protect water features, including lakes, ponds, streams, wetlands, and floodplains with appropriate development regulations.

SECTION 5. The proposed rezoning is not consistent with the Comprehensive Plan Conservation and Growth Map designation of “Suburban Neighborhood”. The Conservation and Growth Map designation of ‘Suburban Neighborhood’ for this property no longer reflects existing conditions along the US Highway 15-501 corridor, including established commercial zoning and uses and the long-standing service station on the site. Rezoning the property to NC and amending the land-use map to ‘Suburban Center’ would better align with current conditions.

SECTION 6. That the Pinehurst Zoning Map of the Village of Pinehurst and its extraterritorial zoning jurisdiction hereby is amended by the rezoning of approximately 12.27 acres of land located at 7941 US Highway 15-501 and further identified by Parcel ID #00021713 & 00022802. This proposed map amendment would zone the property from R-5 (High Density Residential) and R-20 (Medium Density Residential) to NC (Neighborhood Commercial). Additionally, the Comprehensive Plan Conservation and Growth Map is amended for the same property from “Suburban Neighborhood” to “Suburban Center” by the Village of Pinehurst effective January 13, 2026.

SECTION 7. This Ordinance shall be and remain in full force and effect from and after January 13, 2026.

Adopted this 13th day of January 2026.

10. Public Hearing No.2.

A. Public Hearing No. 2 - 275 McCaskill Rd. Conditional Zoning

The purpose of the public hearing is to consider an Official Zoning Map Amendment for approximately 2.82 acres of land located at 275 McCaskill Rd. and further identified as Parcel ID #00025962. The proposed map amendment would zone the property from VP-FBD-H&I (Village Place Form Based District Blocks H&I) to VP-FBD-H&I CD (Village Place Form Based District Blocks H&I Conditional District) and would allow for the development of 2 multi-use buildings totaling 35,000 square feet and associated site features. The property owner is 490 Broad, LLC and the applicant, on behalf of the owner, is Bogle Firm Architecture.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to enter into Public Hearing No. 2 by a vote of 5-0 at 6:20 p.m.

Mr. Alex Cameron, Planning & Inspections Director, reviewed and discussed a Public Hearing No. 2 – 275 McCaskill Rd. Conditional Zoning Request PowerPoint presentation highlighting an overview of Public Hearing No. 2: Conditional Zoning, Conditional Zoning Map Amendment, Adjacent Land Uses & Zoning, Request & Background, Plan Consistency, Planning & Zoning Board Action, Staff Recommendation, Village Council Action, and Summary.

Council deliberated on HPC review / approval not being needed, the maximum number of parking spaces needed being what is depicted with adjustments being made based on tenant uses, the Village Place Form Based Guidance Plan requiring more open space and buffering between developments, the surrounding area not consisting of large undeveloped parcels, how the sloping topography will impact development and stormwater management, the a general depiction of the stormwater management meeting the 10-year requirements, the potential precedent this development will set by being the first major project to occur in this area and importance of keeping the development

consistent with the existing Downtown area, and the property having two access points (one along McCaskill Rd. and one along Rattlesnake Trail).

Ms. Riana Smith, Legal Counsel for the Applicant, and Mr. Pete Bogle, The Bogle Firm, reviewed and discussed a PDF presentation highlighting the background of the project, the Rhetsen Companies' Informal Neighborhood Meeting, the Planning & Zoning Board's Public Hearing, site plans, and renderings.

Council, Ms. Smith, and Mr. Bogle discussed the number of parking spaces being adjusted based on tenant uses, the stormwater management meeting the minimum 10-year requirement, the approximate square footage of the apartments, what is planned for the land should the additional parking spaces not be needed, the vested rights from the approval of the 2016 proposed development ending in 2021, the types of vegetation that will be planted and whether preservation of existing established oak trees would be possible, concerns about the use of two different colors of brick with the main color being lighter than what is used on existing buildings in Downtown (Council asked the Applicant to consider using only one color of brick that is darker than proposed), the flat roof being used for mechanicals such as HVAC and not community space, the possibility of moving or burying the utility lines, and the possibility of increasing the stormwater management to greater than 10-years once infiltration studies are completed.

Mayor Pizzella asked if any member of the audience wished to speak.

Ms. Kathleen Erickson, Pinehurst resident, spoke in opposition to the notification process and traffic / sight line issues at the McCaskill Rd. access point.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to adjourn Public Hearing No. 2 by a vote of 5-0 at 7:29 p.m.

11. Ordinance.

A. Consider Ordinance 26-03 Official Zoning Map Amendment and Conditional Zoning Approval for 275 McCaskill Road, parcel ID #00025962

Council deliberated on whether approval with conditions was permissible and whether the Applicant would agree to work with Council to select materials more congruous with the materials already used in the Historic District and Downtown.

Upon a motion by Councilmember Ficklin, seconded by Mayor Pro Tem Taylor, Council unanimously approved Ordinance 26-03 amending the Village of Pinehurst Official Zoning Map for 275 McCaskill Rd. by a vote of 4-1 with Councilmember Hooper dissenting and found the amendment consistent with Guiding Principle 2 & Implementation Strategy 2.8 of the Village of Pinehurst 2019 Comprehensive Plan and both the Village Place Small Area Plan & Form Based Guidance Plan. The requested amendment is considered reasonable and in the best interest of the public.

ORDINANCE #26-03:

AN ORDINANCE AMENDING THE OFFICIAL PINEHURST ZONING MAP AS IT PERTAINS TO THE CONDITIONAL REZONING OF APPROXIMATELY 2.82 ACRES LOCATED AT THE INTERSECTION OF MCCASKILL RD. AND RATTLESNAKE TRAIL CONSISTING OF MOORE COUNTY PID # 00025962.

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance and Map on the 8th day of October 2014 and adopted a new Pinehurst Development Ordinance on the 18th day of November 2025, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction;

and

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

WHEREAS, the Planning & Zoning Board held a public hearing on December 4, 2025, and recommended the zoning map amendment be approved due to its consistency with the 2019 Comprehensive Plan and the Village Place Small Area Plan and the Form-Based Guidance Plan; and

WHEREAS, a public hearing was held on January 13, 2026, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction. The purpose of this public hearing was to consider the rezoning of approximately 2.82 acres of land located at the intersection of McCaskill Rd. and Rattlesnake Trail and further identified by Parcel ID #00025962 from VP-FBD-H&I (Village Place Form Based District Blocks H & I) to VP-FBD-H&I-CD (Village Place Form Based Conditional District Blocks H & I), at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were provided an opportunity to comment on the proposed rezoning; and

WHEREAS, the Village Council, after considering all the facts and circumstances surrounding the proposed conditional rezoning, have determined that it is consistent with the adopted Comprehensive Plan and in the best interests of the Village of Pinehurst and the extraterritorial jurisdiction that the Zoning Map be amended.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled on this 13th day of January 2026 as follows:

SECTION 1. The proposed rezoning is consistent with the recommended land use for the subject area as identified on the Conservation and Growth Map on page 61 of the 2019 Comprehensive Plan which identifies the area as "Mixed-Use Center - Stacked Residential".

SECTION 2. The proposed project is located within Focus Area 4: Village Place/Rattlesnake Trail Corridor as identified on the Conservation and Growth Map on page 61 of the 2019 Comprehensive Plan and as Mixed-Use Center/Standalone Residential. Mixed-use is defined as "a building with a ground floor commercial use that may include retails, restaurant, and/or office and may include lobby or amenity space for upper floor use. If included, upper floors may be retail, restaurant, office, hotel, and/or residential."

SECTION 3. The proposed rezoning is supported by Guiding Principle 2: Balancing Conservation & Growth (page 50), which states to "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."

SECTION 4. Implementation Strategy 2.8 (page 91) indicates that the Village should create a small area plan for Focus Area 4. The Village Place (Focus Area 4) Small Area Plan was adopted by the Village Council in May of 2023.

SECTION 5. The proposed rezoning is consistent with the Form-Based Guidance Plan Regulating Plan for Blocks H & I as identified on page 9 of the Form-Based Guidance Plan.

SECTION 6. That the Pinehurst Zoning Map of the Village of Pinehurst and its extraterritorial

zoning jurisdiction hereby is amended by the rezoning of approximately 2.82 acres of land located at the intersection of McCaskill Rd. and Rattlesnake Trail and further identified by Parcel ID #00025962 from VP-FBD-H&I (Village Place Form Based District Blocks H & I) to VP-FBD-H&I-CD (Village Place Form Based Conditional District Blocks H & I) by the Village of Pinehurst effective January 13, 2026.

SECTION 7. This Ordinance shall be and remain in full force and effect from and after January 13, 2026.

Adopted this 13th day of January 2026.

Mayor Pizzella recessed the Regular Meeting for a 15-minute break at 7:50 p.m.

Mayor Pizzella reconvened the Regular Meeting at 8:05 p.m.

12. Resolutions.

A. Consider Resolution 26-04 Accepting the High Bid for Certain Real Property at Public Auction (Longleaf NW) or Resolution 26-05 Rejecting the High Bid for Certain Real Property at Public Auction (Longleaf NW)

Mr. Willardson reviewed and discussed a memo outlining the real property auction results and recommended Council accept the high bid.

Upon a motion by Councilmember Fitzpatrick, seconded by Mayor Pro Tem Taylor, Council unanimously approved Resolution 26-04 accepting the High Bid for Certain Real Property at Public Auction (Longleaf NW) by a vote of 5-0.

RESOLUTION #26-04:

A Resolution Accepting the High Bid for Certain Real Property at Public Auction

Whereas, the Village Council of the Village of Pinehurst conducted an online auction sale of a parcel of property from December 23, 2025, to December 30, 2025; and

Whereas, the high bid was submitted for the property as shown on Attachment A.

Now, Therefore, Be It Resolved by the Village Council of the Village of Pinehurst that:

The high bid of \$81,000 is accepted for the vacant lot located at 1060 Longleaf Dr. NW., Parcel ID #00023270, Unit 15 Lot 14 PH II (as shown on Attachment A) and the Village Manager shall execute the documents necessary to transfer the title to the property.

THIS RESOLUTION passed and adopted this 13th day of January 2026.

B. Consider Resolution 26-06 Adopting the Cape Fear Regional Hazard Mitigation Plan 2025

Fire Chief Derrick Clouston reviewed a memo on the background of the Hazard Mitigation Plan and the importance of adopting the updated plan.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Hooper, Council unanimously approved Resolution 26-06 adopting the Cape Fear Regional Hazard Mitigation Plan 2025 by a vote of 5-0.

RESOLUTION #26-06:

A Resolution Adopting the Cape Fear Regional Hazard Mitigation Plan 2025

WHEREAS, the citizens and property within the Village of Pinehurst, North Carolina are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the Village are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the Village of Pinehurst desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS the Village has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Village Council of the Village of Pinehurst to fulfill this obligation in order that the Village will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the Village.

NOW, THEREFORE, be it resolved that the Village Council of the Village of Pinehurst hereby:

1. Adopts the Cape Fear Regional Hazard Mitigation Plan 2025.
2. Vests Village of Pinehurst Emergency Management with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints Village of Pinehurst Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Village Council of the Village of Pinehurst for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this 13th day of January 2026.

13. Ordinance.

A. Consider Ordinance 26-04 Amending Section § 92.16 of the Village of Pinehurst Municipal Code (Sound Levels)

Mr. Willardson reviewed and discussed a memo detailing the purpose behind the proposed amendment granting exceptions for early morning noise generated by golf course maintenance.

Upon a motion by Councilmember Ficklin, seconded by Mayor Pro Tem Taylor, Council unanimously approved Ordinance 26-04 amending Section § 92.16 of the Village of Pinehurst Municipal Code by a vote of 5-0.

ORDINANCE #26-04:

An Ordinance Amending Section § 92.16 of the Village of Pinehurst Municipal Code (Sound Levels)

WHEREAS, the Village Council of the Village of Pinehurst adopted an ordinance dated October 20, 1980, establishing and implementing certain authorized police powers for the purpose of prescribing regulations governing conditions detrimental to the health, safety, and welfare of its citizens; and

WHEREAS, on September 13, 2011, the Village Council of the Village of Pinehurst adopted Ordinance 11-25 which established the general ordinances of the Village of Pinehurst as revised, amended, restated, codified, and compiled in book form and declared that these shall constitute the "Village of Pinehurst, North Carolina Municipal Code"; and

WHEREAS, the Municipal Code will be subsequently amended from time to time as conditions warrant; and

WHEREAS, after conducting a review of data on noise-related calls for service (CFS) within the Village from January to November of 2025 and a benchmarking of comparable municipal noise ordinances across North Carolina, it has been determined that amending the Village of Pinehurst Municipal Code to address early-morning golf course maintenance as a necessary and industry-standard practice is recommended.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 13th day of January 2026 as follows:

SECTION 1. That the following amendment be made to Section § 92.16 REGULATING UNREASONABLY LOUD, DISTURBING SOUND LEVELS:

Add Subsection § 92.16(B)(1)(b)(3): Golf course operations involving routine turf maintenance, including but not limited to the use of leaf blowers, mowers, and other grounds-keeping equipment, are exempt from the hour restrictions set forth in this subsection when conducted as part of standard agronomic practices. Such activities shall

be permitted prior to 7:00 a.m. when reasonably necessary to protect course conditions, ensure safe play, or meet industry-standard maintenance requirements, **provided operators employ reasonable efforts to minimize unnecessary noise impacts on adjacent residential properties, including the use of equipment and operating practices that generally do not exceed 75 decibels at the property line.**

SECTION 2. If any provision of this ordinance is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

SECTION 3. That all ordinances or sections thereof in conflict herewith are hereby repealed and declared null and void from and after the date of adoption of this ordinance.

SECTION 4. That this Ordinance shall be and remain in full force and effect from and after the date of its adoption.

Adopted this 13th day of January 2026.

14. Other Business.

Council discussed a letter submitted by a Pinehurst resident asking Council to consider different types of housing needs when reviewing proposed developments / redevelopment.

Council discussed contacting the Moore County Board of Commissioners to request greater collaboration between the county and its municipalities in the development of the Moore County Land Use Plan.

Council discussed the installation of a speed monitoring sign on Sugar Pine Dr. and requested 2025 data from speed signs be given to Council for review.

Council asked Mr. Willardson to provide information on how the Village reviews the qualifications of potential contractors for projects.

15. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Hooper, Council unanimously approved to adjourn the Regular Meeting by a vote of 5-0 at 8:22 p.m.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk

*A recording of this meeting is located on the Village website: www.vopnc.org
Vision: The Village of Pinehurst is a charming, vibrant community, which reflects our rich history and traditions.
Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.
Values: Service, Initiative, Teamwork, and Improvement*



**January 13, 2026, Work Session Minutes
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 01/20/2026

MEMO DETAILS

ATTACHMENTS

1. 01.13.2026 DRAFT Work Session Minutes



**Village Council
Minutes for the Work Session of January 13, 2026
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
04:30 p.m.**

The Village of Pinehurst Village Council held a Work Session Meeting at 08:22 p.m., Tuesday, January 13, 2026, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were present:

Mr. Patrick Pizzella, Mayor
Mr. John Taylor, Mayor Pro Tem
Ms. Barb Ficklin, Councilmember
Mr. Kevin Fitzpatrick, Councilmember
Mr. Jeremy Hooper, Councilmember

Mr. Doug Willardson, Village Manager
Mr. Carlton Cole, Assistant Village Manager
Mr. Dan Hartzog, Village Attorney
Ms. Shannon Konstantinou, Village Clerk
Mr. Paul Conners, IT Systems Specialist

And approximately 1 member of the audience in attendance, in addition to 0 staff and 1 press. There were approximately 17 remote views.

1. Call to Order.

Mayor Pizzella called the Village Council Work Session to order at 08:26 p.m.

2. General Business.

A. Review the Village's Recognition and Public Facility Naming Policy

Mr. Willardson reviewed and discussed a memo on the request from the Donald Ross Society to name a room within the renovated Tufts Archives the "Donald Ross Research Room".

Council deliberated the request and determined more concrete plans for the Tufts Archives renovations were needed before agreeing to the request. Council asked Mr. Willardson to research possible fundraising levels for naming rights within the Archives and to reach out to the Donald Ross Society to help foster a closer relationship between the Village and the Society.

B. Correspondence with the Moore County Board of Commissioners Regarding Municipal Input in the Land Use Plan

Mr. Willardson reviewed and discussed a memo outlining the purpose behind the Village drafting a letter to the Moore County Board of Commissioners.

Council agreed to have Mr. Willardson finalize the letter for Mayor Pizzella's signature and to have the letter shared with the mayors of other Moore County municipalities.

C. Review Draft Growth Strategy Policy

Mr. Willardson reviewed and discussed a memo outlining the purpose behind the proposal for a draft Growth Strategy Policy.

Council deliberated minor revisions to the language of the draft policy and agreed to have Mr. Willardson present a revised draft to Council for consideration at the January 27, 2026, Regular Meeting.

D. Review Draft Senior Advisory Committee Policy and Consider Establishment of a Senior Advisory Committee

Mr. Willardson reviewed and discussed a memo outlining the purpose behind the proposal for the establishment of a Senior Advisory Committee (SAC) and turned discussion over to Councilmember Fitzpatrick. Councilmember Fitzpatrick reviewed a Senior Advisory Committee: Initial Goals, Methods, and Objectives memo.

Council deliberated minor revisions to the language of the draft policy and roles / function of Village staff in supporting the proposed SAC. Council agreed to have Mr. Willardson present a revised draft to Council for further consideration at the January 27, 2026, Work Session.

E. Discussion of Capital Projects Under Consideration

Council and Mr. Willardson discussed potential capital projects to be reviewed and possible prioritization processes to be used during project reviews at the January 21, 2026, FY 2027 Strategic Operating Plan Retreat.

F. Future Options for the Welcome Center

Mr. Willardson reviewed and discussed a memo outlining the background of the proposal to shift operation of the Welcome Center from the Theater Building to The Outpost until the renovation of the Archives is completed and the Welcome Center is relocated to this location.

Council and Mr. Willardson deliberated the potential pros and cons of the relocation. Council agreed to have Mr. Willardson gather more details on the set up of the Welcome Center materials and staffing within The Outpost should a relocation occur and to consider the relocation at a future meeting.

3. Closed Session.

A. Closed Session Pursuant to NCGS § 143-318.11(a)(5)

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Hooper, Council unanimously approved to recess the Work Session and enter the Closed Session pursuant to NCGS § 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract by a vote of 5-0 at 09:18 p.m.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to adjourn the Closed Session and re-enter the Work Session by a vote of 5-0 at 09:56 p.m.

4. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to adjourn the Work Session by a vote of 5-0 at 09:57 p.m.

Respectfully submitted,

Shannon Konstantinou
Village Clerk

DRAFT



**January 13, 2026, Closed Session Minutes
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 01/20/2026

MEMO DETAILS

ATTACHMENTS

1. 01.13.2026 DRAFT CLS Minutes



**January 21, 2026, Special Meeting Minutes
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 01/20/2026

MEMO DETAILS

ATTACHMENTS

1. 01.21.2026 DRAFT Special Meeting Minutes_FY27 SOP Retreat



**Village Council
Minutes for the Special Meeting of January 21, 2026
Fiscal Year 2027 Strategic Planning Retreat
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
11:30 a.m.**

The Village of Pinehurst Village Council held a Special Meeting at 11:30 a.m., Wednesday, January 21, 2026, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were present:

Mr. Patrick Pizzella, Mayor
Ms. Barb Ficklin, Councilmember
Mr. John Taylor, Mayor Pro Tem
Mr. Kevin Fitzpatrick, Councilmember
Mr. Jeramy Hooper, Councilmember
Mr. Doug Willardson, Village Manager
Mr. Carlton Cole, Assistant Village Manager
Ms. Angela Kantor, Human Resources Director
Ms. Dana Van Nostrand, Financial Services Director
Mr. Jason Whitaker, Chief Information Officer
Mr. Derrick Clouston, Fire Chief
Ms. Angie Whisnant, Parks & Recreation Director
Mr. Mike Apke, Public Services Director
Ms. Audrey Moriarty, Library Services & Archives Director
Ms. Shannon Konstantinou, Village Clerk

And approximately 0 attendees and 1 press.

1. Call to Order.

Mayor Pizzella called the Village Council meeting to order at 11:48 a.m.

2. Regular Business.

Mr. Willardson reviewed an outline of the meeting agenda and discussed the goals for the meeting.

A. Confirm Initiative Action Plan (IAP) Projects for the FY2027-2031 Five-Year SOP

Mr. Willardson reviewed and discussed the FY 2027 Strategy Map.

B. Review Capital Projects Included in the FY2027-2031 Five-Year SOP

Mr. Willardson reviewed and discussed a FY2027-2031 Five-Year SOP PowerPoint presentation of Projects Included, 2027-2031 Project Funding Table, No. 6 Golf Cart Crossing – North Entrance Project, Public Services Relocation Project, Village Place Redevelopment Project, Salt Brine Storage Project, Third Fire Facility Project, Rassie Wicker Shade Structure Project, and Highest Rated Projects Not Funded.

C. Review FY2027-2031 Five-Year SOP Forecast

Mr. Willardson, Mr. J. Carlton Cole, Assistant Village Manager, and Ms. Dana Van Nostrand, Financial Services Director, reviewed and discussed a Capital Improvement Plan: Capital Asset Outlay Forecast Detail Worksheet document and a Five-Year Financial Forecast: Council Dashboard document.

D. Discuss Tax-Rate Options Associated with the FY2027-2031 Five-Year SOP

Mr. Willardson and Ms. Van Nostrand reviewed and discussed a Tax-Rate Discussion PowerPoint presentation of a Revaluation Sensitivity Analysis table and Tax Rate Recommendation.

Council asked Mr. Willardson and Ms. Van Nostrand to prepare a table of scenarios where the tax rate would remain static at \$0.21 but property valuations would increase by 10% and 20% and to present this table of scenarios to Council for consideration.

No action was taken. Council and Staff agreed on the objectives to pursue in preparation for presentation of the final Fiscal Year 2027 Strategic Operating Plan and Budget documents to Council for approval at a June 2026 Regular Meeting.

3. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to adjourn the Special Meeting by a vote of 5-0 at 01:47 p.m.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk

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

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

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

Values: Service, Initiative, Teamwork, and Improvement



**Approval of the Village Manager's Employment Contract as Amended on
January 13, 2026**

ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 01/21/2026

MEMO DETAILS

Council approved amending the Village Manager's Employment Contract during the Closed Session on January 13, 2026. The Vacation Accrual Rate portion of the Village Manager's Employment Contract has been revised to reflect the Village's current Vacation Accrual Rate.

ATTACHMENTS

1. Willardson, Doug_01.13.2026 Employment Contract

STATE OF NORTH CAROLINA

EMPLOYMENT AGREEMENT

COUNTY OF MOORE

THIS AGREEMENT made and entered into this 13th day of January 2026, by and between the Village of Pinehurst, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "Employer," and Douglas C. Willardson, hereinafter referred to as "Employee", both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, pursuant to North Carolina General Statutes §160A-147 and §160A-148, the Employer desires to continue to employ Employee to serve as the Village Manager of the Village of Pinehurst, North Carolina; and

WHEREAS, Employee desires to continue employment as the Village Manager of the Village of Pinehurst, North Carolina; and

WHEREAS, in his position as Village Manager, Employee will serve at the pleasure of the Village Council of the Village of Pinehurst; and

WHEREAS, it is the desire of the Employer to:

1. Continue to retain the services of Employee and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future job security; and
3. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties for any reason or when Employer may otherwise desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Effective Date. Employee shall fulfill the responsibilities, and duties of Village Manager on September 7, 2024.

Section 2. Duties. Employee shall perform all duties of a Village Manager as provided by law consistent with the direction, consent, and authority of the Employer, and any other lawful duties as may be assigned and directed to him from time to time by the Employer.

Section 3. Term. Employer and Employee each agree that this Employment Agreement shall be for a term of five (5) years and shall terminate on September 6, 2029. Provided however, this agreement is deemed to be continuing in nature unless and until the Employer or Employee shall terminate it as hereinafter provided. As an employee serving at the will and pleasure of the Employer, it is understood that the Employer may terminate the employment provided for herein at any time, with or without cause.

Section 4. Termination and Severance Pay. At any time after the execution of the contract and in the event Employee is terminated by the Employer without cause other than it being the will and pleasure of the Employer, and the Employee has not violated any of the terms and conditions of employment, and at the time Employee is willing and able to perform his duties under this Agreement, then, in that event, Employer agrees to pay Employee an amount equal to his monthly compensation effective September 7, 2024 plus any periodic adjustments made, on a bi-weekly basis, for a period of six (6) months or as otherwise extended as set forth below, or until Employee obtains other permanent employment at a rate of compensation equal to or greater than his compensation at termination, whichever occurs first, at which time payments shall cease; provided, however, that in the event that after the start date if Employee obtains other permanent employment at a rate of compensation which is less than his compensation at termination, Employer agrees to pay Employee an amount equal to the difference in his compensation, on a monthly basis, for a period not to exceed six (6) months or as otherwise extended as set forth below from the date of termination or until Employee obtains other permanent employment at a rate of compensation equal to or greater than his compensation at termination, whichever occurs first, at which time payments shall cease. For purposes of this Section 4, the term "compensation" shall include salary plus the monetary value of other fringe benefits for which Employee is eligible, including automobile allowance, cell phone stipend and the monetary value of the monthly premium for employee medical, dental and vision insurance; life insurance; long term disability insurance, including increases in the premiums for all of the aforementioned insurance coverage that may occur during the period, not to exceed six (6) months, that Employee receives Severance Pay from Employer; all deferred compensation; Employer contributions to the State of North Carolina 401 (k) Plan and the Local Government Employee's Retirement System ("grossed up" so that Employee receives the net amount that was previously contributed on his behalf in a "pre-tax" manner to the State of North Carolina 401 (k) Plan and the Local Government Employee's Retirement System), and any other benefits (qualified or non-qualified) which may be implemented from time to time during the existence of this agreement. Should any component of said compensation hereafter be amended or increased during the severance period, such change shall apply to Employee as they would to other employees of Employer.

Employer may terminate this Agreement for cause upon the Employee's conviction for a crime directly or indirectly involving his employment (other than a traffic violation), an act of moral turpitude directly and substantially impairing his ability to reasonably perform his duties, an act contrary to his employment involving personal gain to him, or for any act in violation of this Employment Agreement. In that event, Employer shall have no obligation to pay severance in any amount.

Section 5. Disability. If Employee becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of ninety (90) successive days beyond any accrued leave or family or medical leave benefits, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4 of this Agreement and any rules and/or

regulations imposed by the Local Government Retirement System regarding eligibility for retirement/disability benefits.

Section 6. Salary. Effective September 7, 2024, Employer agrees to pay Employee for his services rendered pursuant hereto an initial annual base salary of \$190,812, which may be periodically adjusted as provided for herein. Employee will receive payments in installments at the same time as other employees of the Employer are paid.

Section 7. Hours of Work. Because of the unique nature of this employment, it is recognized that Employee will be required to devote considerable time outside the normal office hours of business of the Employer. To the extent practicable, the Employee will be expected and encouraged to adhere to the normal office hours established for the Village.

Section 8. Residency. The Employee shall maintain residency within the Village of Pinehurst during the term of this agreement.

Section 9. Automobile Allowance. Employer agrees to pay an automobile allowance to the Employee in the amount of \$505.92 per month, which will be adjusted according to CPI increases effective July 1 of each year. Employer will have no other responsibility for direct or indirect costs of operating an automobile of employee's, or for the regular replacement of the automobile.

Section 10. Travel Expenses. Employee may be reimbursed, or Employer may pay directly, at the election of the Employee, for the actual travel expenses, excluding mileage or fuel costs related to employee's use of his own automobile, of Employee's travel on behalf of Employer.

Section 11. Benefits. All provisions of the Village personnel rules and regulations relating to vacation and sick leave use (excepting accrual rates which are enumerated below), holidays, retirement, Social Security, longevity, cell phone stipend and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as provided in this Agreement.

Effective January 1, 2026, employee shall accrue vacation leave and sick leave at the same rate as Department Directors unless otherwise stipulated.

Section 12. No Reduction in Benefits. Employer shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the Employer.

In the event Employer reduces the salary, compensation or other financial benefits of Employee in a greater degree than applicable across-the-board reduction for all employees or in the event of Employer's substantial failure, after written notice, to comply with a material provision benefiting Employee herein, then, in that event, Employee may, at his option, be deemed to be "terminated" within the meaning and context of the severance pay provision under Section 4 of this Agreement as of the date of such reduction or such substantial failure to comply. For purposes of this Section 12, Employee shall give Employer written notice of

any failure to comply, and Employer shall have ten (10) business days within which to substantially comply with the terms of this Agreement before Employee may deem the Agreement "terminated."

Section 13. Performance Appraisal. At least once annually after adoption of the annual operating budget, but no later than October 1 of each year, the Village Council of the Village of Pinehurst shall conduct with the Employee an evaluation of his work performance during the immediately preceding fiscal year and shall provide an adequate opportunity for Employee to discuss his performance with Employer. As a result of this annual performance appraisal, the Employer may award a salary and/or benefits increase or bonus incentive in such amount(s) and to such extent as Employer may determine that it is desirable to do based on the performance appraisal. Said salary and/or benefits increase or bonus shall be effective on October 1, after the end of the performance year evaluated. The maximum base salary allowable under this contract will be \$205,996 adjusted annually by the federally calculated CPI inflation rate starting July 1, 2025. The balance of any Village Council approved salary increase that would result in an annual salary exceeding the CPI adjusted maximum will be paid out as a bonus or as a mutually agreed upon benefit.

Section 14. Notice of Termination. Except as otherwise provided in this Agreement, in the event that Employee accepts other employment or otherwise intends to terminate his services to the Employer, he shall give at least sixty (60) days notice of his intention to do so prior to his last day of employment.

Section 15. Civic Club Membership. Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of one (1) such civic club or organization for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 16. Membership and Participation in Professional Organizations. Employer recognizes the desirability of membership and participation in Professional Organizations and continuing education, and Employee is authorized and encouraged to become a member at Employer's expense in the North Carolina City and County Managers Association and the International City and County Managers Association, and to attend their respective conferences and training, and other appropriate and mutually agreed upon training and continuing education at Employer's expense, as approved in the travel and training appropriation of the annual village budget.

Section 17. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

Section 18. Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

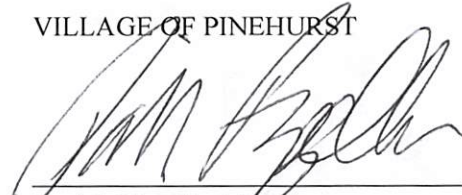
Section 19. General Provisions. This Agreement shall constitute the entire understanding between the parties and shall supersede all prior understandings and agreements relating to the subject matter hereof

and may be amended only by written mutual agreement of the parties. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof shall not be affected and shall remain in full force and effect.

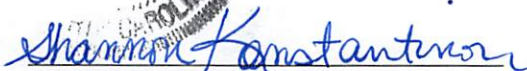
IN WITNESS WHEREOF, the Village Council of the Village of Pinehurst has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the Clerk, and by the Employee in duplicate originals, on the day and year first above written.

VILLAGE OF PINEHURST


By:


Patrick Pizzella, Mayor



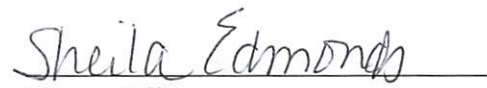

Shannon Konstantinou, Village Clerk

EMPLOYEE:


Douglas C. Willardson

CERTIFICATE OF FINANCE OFFICER:

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


Finance Officer



**Consider Resolution 26-02 Honoring the Service of Mr. Jack Farrell as
Councilmember for the Village of Pinehurst
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 12/18/2025

MEMO DETAILS

ATTACHMENTS

1. DRAFT Resolution 26-02 Honoring Councilmember Farrell

RESOLUTION #26-02:

Resolution Honoring the Service of Mr. Jack Farrell as Councilmember for the Village of Pinehurst, North Carolina

Whereas, the Village Council of Pinehurst, North Carolina wishes to acknowledge and express its appreciation to Mr. Jack Farrell for his dedicated service to the citizens of Pinehurst as Councilmember; and

Whereas, Mr. Farrell served the Village of Pinehurst as Councilmember from January 2024 to December 2025; and

Whereas, Mr. Farrell dedicated his time, knowledge, and abilities to the Village and provided thoughtful consideration to all matters; and

Whereas, Mr. Farrell played an important role in notable projects such as the design of the new Given Memorial Library; and

Whereas, Mr. Farrell served as the Council representative on the Regional Land Use Advisory Commission (RLUAC); as liaison to the National Park Service (NPS) / Landmark Status (NLS); and as alternate liaison to the Tri-Cities Work Group, Pinehurst Resort, USGA, and Bicycle and Pedestrian Advisory Committee; and

Whereas, Mr. Farrell served on the 2025 Pinehurst Development Ordinance Update Focus Group and was integral in the adoption of the newly updated 2025 Pinehurst Development Ordinance; and

Whereas, Mr. Farrell strongly supports preservation of the Village’s historic district, landmarks, and open spaces; and

Whereas, Mr. Farrell was, and continues to be, a strong advocate for the community of the Village of Pinehurst.

Now, Therefore, Be It Resolved by the Village Council of Pinehurst, North Carolina in a Regular Meeting assembled this 27th day of January 2026 as follows:

Section 1. That, on behalf of the citizens of Pinehurst, the Village Council expresses deep appreciation and gratitude to Mr. Farrell for the gifts of time, ability, and commitment in carrying out his duties as Councilmember for the Village of Pinehurst.

Section 2. That a copy of this resolution be spread upon the permanent minutes of the Village of Pinehurst and a copy thereof, duly executed by the Mayor and Village Clerk, be presented to Mr. Jack Farrell as a token of our gratitude.

This Resolution passed and adopted on this 27th day of January 2026.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor

Attest:

Shannon Konstantinou, Village Clerk



**Consider Resolution 26-07 Reappointing Mr. Matt Jones to the Planning & Zoning Board and Board of Adjustment
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 12/23/2025

MEMO DETAILS

ATTACHMENTS

1. DRAFT Resolution 26-07 Reappoint P&Z-BOA (Jones)

RESOLUTION #26-07:

A RESOLUTION REGARDING A RE-APPOINTMENT TO THE VILLAGE OF PINEHURST PLANNING & ZONING BOARD AND BOARD OF ADJUSTMENT.

THAT WHEREAS, the Village of Pinehurst has established a Planning & Zoning Board and a Board of Adjustment as required by its Development Ordinance and authorized by North Carolina General Statutes 160D-301 and 160D-302; and

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

WHEREAS, the term of Mr. Matt Jones will expire on January 31st, 2026; and

WHEREAS, Mr. Jones and the Village of Pinehurst Village Council are desirous of his continuing to serve as a member of the Planning & Zoning Board and the Board of Adjustment for an additional term.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 27th day of January 2026 that the following appointment is hereby made to the Planning & Zoning Board and the Board of Adjustment for the term indicated:

Mr. Matt Jones is re-appointed as a member of the Planning & Zoning Board and the Board of Adjustment effective February 01, 2026, to serve at the pleasure of the Council until the end of his term on January 31, 2027.

THIS RESOLUTION passed and adopted this 27th day of January, 2026.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor

Attest:

Shannon Konstantinou, Village Clerk



Consider Resolution 26-08 Adopting the Retiree Health Reimbursement Account Policy

ADDITIONAL AGENDA DETAILS:

FROM: Angela Kantor, Human Resources Director
CC: Village Council; Doug Willardson
DATE OF MEMO: 01/20/2026

MEMO DETAILS

Over the past several years, employee surveys, staff input sessions, and ongoing conversations with both current employees and retirees have consistently underscored the importance of structured retiree support. This feedback continues to guide our efforts to design a program that reflects the Village's values of stewardship, fairness, and long-term commitment to our workforce.

Following Council's feedback on the previous retiree allowance proposal, staff has developed an alternative approach that addresses the same goals through a more focused and financially sustainable model. The revised proposal establishes a Retiree Health Reimbursement Account (HRA) that can be used by eligible retirees to help pay for healthcare premiums in retirement.

This structure provides targeted support for one of the most significant and growing post-employment costs, healthcare, while maintaining predictable costs for the Village.

Rationale for the Retiree Health Reimbursement Account

- **Employee Feedback:** Consistent input from staff surveys and listening sessions shows that employees highly value retiree benefits, particularly assistance with healthcare costs. This program responds directly to that feedback by offering a benefit that addresses a critical need.
- **Recruitment and Retention:** Providing a retiree HRA strengthens our competitiveness as a public-sector employer. It signals long-term organizational commitment, helping us attract new talent and retain experienced employees who value stability and security in planning for retirement.
- **Financial Stability and Well-Being:** The HRA approach promotes financial stability for both retirees and the Village. Retirees gain peace of mind knowing they have dedicated support for healthcare premiums, while the Village benefits from a defined, sustainable cost structure rather than an open-ended allowance.
- **Equity and Recognition:** This program acknowledges the dedication and contributions of long-serving employees while ensuring fairness and transparency in benefit distribution. By focusing on healthcare-related costs, it directly supports retirees' well-being amid rising medical expenses.

The proposed Retiree Health Reimbursement Account represents a thoughtful, sustainable evolution of our original concept. It balances fiscal responsibility with meaningful employee support and aligns with our strategic workforce goals.

We appreciate the Council's previous feedback and look forward to discussing this revised proposal

in greater detail and receiving your guidance on next steps.

Thank you for your consideration.

ATTACHMENTS

1. HRA Financial Analysis
2. Retiree HRA Policy 1.2026
3. Resolution #26-08 Retiree Health Reimbursement Account

Retiree HRA Financial Analysis



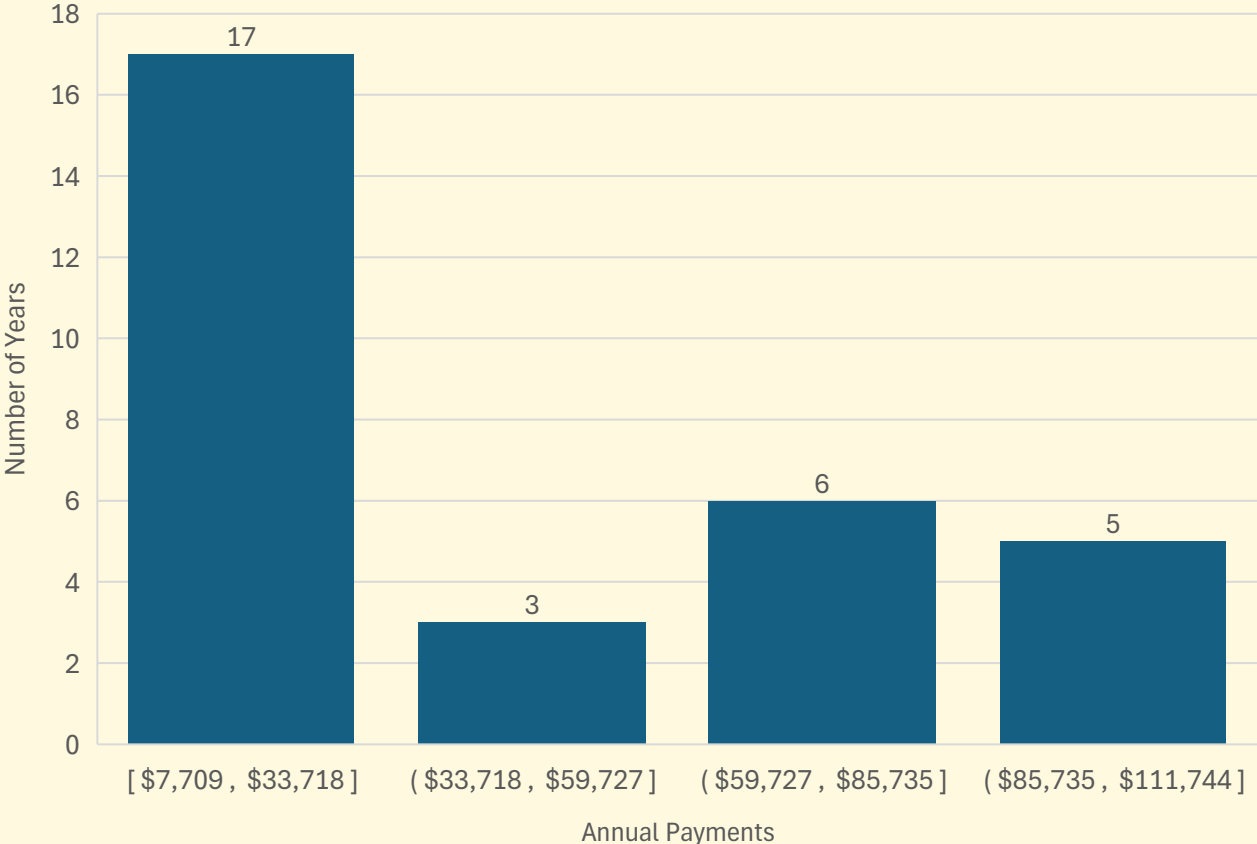
- Used the population of employees that have retired from the Village from FY 2007-2025 (19 years of data) and projected the payouts of this plan
- Out of 66 retirees in the population, 25 (38%) would have been eligible for the benefit based on years of service and age
- Adjusted for the expectation that the full amount of benefits will not be paid out (retirees don't enroll, don't have eligible expenses, etc.)
- Average annual payments are estimated to be \$45K and the majority of the years projected would be less than \$60K (budget impact)
- An actuary performed a preliminary calculation of the OPEB liability which was \$614K (financial reporting only; no budget impact)

- Other financial considerations
 - There will be a cost for an administrator to run the program and process reimbursements
 - This qualifies as an OPEB plan under GASB accounting standards which will require an annual actuarial analysis at an estimated cost of \$6,000 per year
 - The OPEB liability and associated balances calculated by the actuary will need to be reported in the audit (this does not impact the General Fund budget and actuals)

Retiree HRA Financial Analysis



Histogram of Total Annual Payments





**VILLAGE OF PINEHURST
STANDARD PROCEDURE**

SUBJECT: Retiree Health Reimbursement Account	Effective Date: 01/27/2026
Department: Human Resources	Policy No.: HR-118
Prepared by: Human Resources	Revised:
Approved by: Village Council	# of Pages: 3

I. PURPOSE

The Health Reimbursement Account (HRA) is intended to provide retirees assistance with private health insurance premiums. This program is intended to reward employees who have dedicated many years of service to the Village and incentivize recruitment and retention of talented employees to remain with the Village until their retirement years. This policy acknowledges their contributions and ensures a smoother transition into retirement, promoting financial security and well-being.

II. POLICY

Employees who retire from the Village of Pinehurst with a minimum of 20 years of Village service along with other requirements will be eligible to enroll in the program until age 65.

III. PROCEDURE

A. Eligibility:

1. Only benefit-eligible employees are eligible for this benefit.
2. Only benefit-eligible years of service will be considered. Sick time cannot be used for service credit for this benefit. Non-benefit eligible years of service will not be considered.
3. Years of service with the Village must be consecutive.
4. Employees must be at least age 50, younger than age 65, and not eligible for Medicare.
5. Employees must be eligible and apply for retirement from the Village under the North Carolina Local Government Employees' Retirement System (LGERS) on or after July 1, 2026.

B. Schedule of Benefits:

1. The Village will contribute a monthly amount to a retiree HRA beginning the first month of retirement under LGERS for eligible retirees up to age 65.
2. The contribution will cease upon the earliest of the following:

- a) The month the retiree turns 65 or becomes eligible for Medicare if before age 65 (final contribution);
 - b) Failure to comply with policy requirements; or
 - c) The death of the retiree.
3. The contribution amount will be equal to the health insurance premium the Village pays for current, active employees, but no more than \$800. The contribution amount will be based on the table below.
 4. Retirees who elect this benefit will receive a contribution based on the following:

Eligible Years of Service	Contribution Amount
30	100%
25	75%
20	50%

5. Retirees who were benefit-eligible as part-time employees and who elect this benefit will also receive a contribution based on the following:

Eligible Years of Service	Contribution Amount
30	50%
25	38%
20	25%

6. For employees who served in full-time and part-time benefit eligible positions, the contribution amount will be determined based on the status at the time of retirement.

C. Requirements:

1. Retirees must enroll annually during the enrollment period. Human Resources will send the annual notices including any changes. Failure to complete the annual confirmation will result in termination of the benefit effective the following January.
2. Retirees must have eligible medical insurance premiums and must submit proof of payment of those premiums to receive reimbursement. Only medical premiums can be reimbursed. Dental and vision premiums are not eligible for reimbursement.
3. Employees who decline or unenroll will have the opportunity to re-enroll in the program during annual enrollment if eligibility requirements are met.
4. Retirees must maintain accurate and updated contact information (address, email, and phone number) with the Village after retirement.

Approved by:

Patrick Pizzella, Mayor

1/27/2026

Date

26-08

Village Council, Resolution

01/27/2026

Date

Last Review Date	Revised
1/27/2026	NEW

RESOLUTION #26-08:

A RESOLUTION APPROVING THE POLICY ON THE RETIREE HEALTH REIMBURSEMENT ACCOUNT FOR THE VILLAGE OF PINEHURST.

WHEREAS, the Village Council of Pinehurst, North Carolina, recognizes the importance of honoring and supporting employees for dedicated service to the community; and

WHEREAS the Village is committed to maintaining competitive and sustainable employee benefits that strengthen recruitment, retention, and overall organizational excellence; and

WHEREAS the establishment of the *Retiree Health Reimbursement Account (HRA)* will provide eligible retirees with financial assistance to offset healthcare premiums, thereby promoting financial security and well-being in retirement; and

WHEREAS the Village Council finds that the adoption of the Retiree Health Reimbursement Account Policy is consistent with the Village’s strategic goals, fiscal stewardship, and commitment to its employees;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 27th day of January 2026 as follows:

SECTION 1. The *Retiree Health Reimbursement Account Policy* is hereby adopted and said policy attached hereto as **Attachment A** and made a part herein; the same as if included verbatim.

THIS RESOLUTION passed and adopted this 27th day of January 2026.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Patrick Pizzella, Mayor

Attest:

Shannon Konstantinou, Village Clerk



Consider Resolution 26-09 Adopting the Village Council's Development and Growth Policy
ADDITIONAL AGENDA DETAILS:

FROM: Doug Willardson, Village Manager
CC: Village Council;
DATE OF MEMO: 01/22/2026

MEMO DETAILS

At the previous Council meeting, Council discussed the proposed Development and Growth Policy and its intent to clearly articulate the Village's overall philosophy regarding growth, redevelopment, and annexation. That discussion focused on providing clearer guidance to staff, applicants, advisory boards, and the public regarding how Council evaluates development proposals—particularly in a largely built-out community like Pinehurst.

The policy is not regulatory and does not amend zoning or development ordinances. Instead, it is intended to function as a Council-adopted statement of principles to guide decision-making and set expectations going forward.

SUMMARY OF POLICY:

The Development and Growth Policy emphasizes that:


- Pinehurst does not seek growth for growth's sake.
- Infill and redevelopment should be compatible with existing neighborhood character.
- Rural residential areas, particularly R-210 zoned areas, should retain their low-density and rural character.
- Future growth is expected to occur primarily through targeted redevelopment rather than outward expansion.
- Annexation requests will be evaluated case-by-case and only when they clearly serve the public interest and result in better outcomes than development outside the Village's jurisdiction.

RECOMMENDATION:

Staff recommends adoption of Resolution #26-09 approving the Development and Growth Policy as presented. The policy reflects the discussion and direction provided by Council at the last meeting and provides a clear framework for consistent decision-making moving forward.

ATTACHMENTS

1. Development and Growth Policy
2. DRAFT Resolution 26-09 Adopting Council Policy on Development and Growth

	VILLAGE OF PINEHURST STANDARD PROCEDURE	
SUBJECT:	Development and Growth Policy	Effective Date:
Department:	Administration	Policy No.:
Prepared by:	Administration	Revised: 01/2026
Approved by:	Village Council	# of Pages: 3

PURPOSE:

The purpose of this policy is to articulate the Village Council’s overall philosophy and expectations regarding growth, redevelopment, and possible annexation within and adjacent to the Village of Pinehurst. This policy is intended to guide decision-making by Council, staff, applicants, and stakeholders, while preserving the character and quality of life that define Pinehurst.

POLICY STATEMENT:

The Village of Pinehurst recognizes that growth and change are inevitable; however, growth should be intentional, context-sensitive, and aligned with the Village’s long-standing character, adopted plans, and commitment to quality of life for existing residents.

The Village does not seek growth for growth’s sake. Development and redevelopment should strengthen Pinehurst as a community, protect its unique sense of place, and enhance livability for residents, businesses, and visitors.

INFILL DEVELOPMENT:

The Village acknowledges that limited infill development will continue to occur on vacant or underutilized lots within existing neighborhoods.

- Infill development is expected to be compatible in scale, form, and character with surrounding development.
- New construction should respect established neighborhood patterns, including setbacks, massing, tree canopy, and overall design context.
- Infill development should not erode neighborhood character or impose disproportionate impacts on adjacent properties.

RURAL RESIDENTIAL AREAS (R-210 ZONING):

The Village places a high value on maintaining the rural and low-density character of areas zoned R-210.

- These areas are intended to remain low-density in nature and to preserve open space, natural features, and the existing rural landscape.
- Development within R-210 areas (min. 210,000 sq ft lots ~ 5 acres) should reflect this intent and avoid suburbanization or intensification that would undermine the purpose of the zoning district.
- Infrastructure extensions and development patterns that would encourage higher density or traffic volumes inconsistent with rural character are strongly discouraged.

REDEVELOPMENT AND BUILT-OUT CONDITIONS:

The Village recognizes that much of Pinehurst is substantially built out, with limited opportunities for large-scale greenfield development. As a result, future growth within the Village is expected to occur primarily through targeted redevelopment, particularly in areas such as the Village Place Core and Pinehurst South, rather than through outward expansion.

Redevelopment should improve functionality, appearance, and long-term viability while respecting Pinehurst's historic development patterns and community identity.

VILLAGE PLACE AREA:

The Village supports redevelopment of the Village Place Core as a strategic opportunity to complement the historic downtown area.

- Redevelopment in this area should align with adopted Small Area Plans and other guiding documents, including the Pinehurst Development Ordinance.
- The Village Place Core is envisioned as a walkable, mixed-use extension of downtown that enhances connectivity, economic vitality, and community life.
- Redevelopment should be carefully planned, phased as appropriate, and consistent with the scale and character of Pinehurst's historic core.

PINEHURST SOUTH:

The Village supports thoughtful new development and redevelopment in Pinehurst South that improves conditions and contributes positively to the broader community.

- Redevelopment should prioritize the revitalization of blighted properties.
- Projects should minimize additional traffic congestion and seek to improve circulation, safety, and connectivity.
- New development should reinforce Pinehurst's character and avoid forms or intensities that would detract from surrounding neighborhoods or quality of life.

ANNEXATION POLICY:

Given the Village’s largely built-out condition, most significant future development opportunities are likely to occur through requests for annexation.

The Village recognizes that, in some cases, annexation may result in better development outcomes than allowing development to proceed under another jurisdiction with limited or no Village oversight. Annexation may provide the Village with the ability to apply planning, zoning, design, and infrastructure standards that more effectively protect Pinehurst’s character and the quality of life of nearby residents.

Accordingly, the Village will consider requests for annexation only when it clearly serves the public interest and advances the Village’s long-term goals. In evaluating annexation requests, the Village will consider whether the proposed annexation:

- Clearly improves or protects the quality of life for existing Pinehurst residents;
- Is consistent with the character, scale, and development patterns of Pinehurst; and
- Provides a demonstrably better outcome than would reasonably be expected if the property were developed outside the Village’s jurisdiction.

Annexation is not guaranteed and will be evaluated on a case-by-case basis. The Village retains full discretion to determine whether annexation is appropriate.

IMPLEMENTATION:

This policy is intended to guide, but not replace, adopted ordinances, plans, and statutory requirements. All development and annexation proposals shall continue to be evaluated in accordance with applicable processes, zoning regulations, development ordinances, and adopted plans.

POLICY REVIEW:

This policy shall be reviewed periodically as part of the Village’s overall policy and planning framework, or as directed by the Village Council.

Approved by:

Patrick Pizzella, Mayor

Date

Resolution # 26-09

Village Council, Resolution

Date

RESOLUTION #26-09:

A RESOLUTION ADOPTING A DEVELOPMENT AND GROWTH POLICY FOR THE VILLAGE OF PINEHURST.

THAT WHEREAS, the Village Council of the Village of Pinehurst desires to clearly articulate its philosophy and expectations regarding growth, redevelopment, and annexation within and adjacent to the Village; and

WHEREAS, the Village of Pinehurst recognizes that growth and change are inevitable, but that such growth should be intentional, context-sensitive, and aligned with the Village’s adopted plans, development regulations, and long-standing community character; and

WHEREAS, much of the Village of Pinehurst is substantially built out, and future change is expected to occur primarily through infill development, targeted redevelopment, and selective annexation rather than large-scale greenfield development; and

WHEREAS, the Village Council wishes to provide clear guidance to applicants, staff, boards, commissions, and the public regarding expectations for infill development, redevelopment, rural residential areas, annexation requests, and protection of Pinehurst’s quality of life; and

WHEREAS, the Village Council has reviewed and discussed the proposed Development and Growth Policy, which establishes guiding principles for decision-making while preserving the Village’s unique sense of place and community values

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in Regular Meeting assembled this 27th day of January 2026, that:

1. The Development and Growth Policy is hereby adopted as an official Council policy of the Village of Pinehurst.
2. This policy shall serve as a guiding document for Council, staff, advisory boards, applicants, and stakeholders in evaluating development, redevelopment, and annexation proposals.
3. This policy is intended to supplement, but not replace, adopted ordinances, plans, and applicable statutory requirements, all of which shall continue to govern development decisions.
4. The Village Manager is authorized to implement and apply this policy in the course of administering the Village’s planning and development processes.

THIS RESOLUTION passed and adopted this 27th day of January 2026.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor

Attest:

Shannon Konstantinou, Village Clerk



**Consider the Purchase of Murdocksville Road Property
ADDITIONAL AGENDA DETAILS:**

FROM: J. Carlton Cole, Asst. Village Manager of Operations
CC: Village Council; Doug Willardson
DATE OF MEMO: 01/22/2026

MEMO DETAILS

As directed by the Village Council, staff secured an "offer to purchase" 19.24 ± acres located on Murdocksville Road for future Village use. As the Council will recall, the purchase price is based on a completed appraisal. Staff requests that the Village Council approve the purchase at \$470,000 and authorize the Village Manager to execute all necessary and appropriate documents related to the acquisition.

ATTACHMENTS

1. Offer to Purchase
2. Property Appraisal

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
 [Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Marty R. McKenzie and Susan B. McKenzie

(b) "Buyer": Village of Pinehurst

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property will will not include a manufactured (mobile) home(s).
 The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: TBD Murdockville Rd Zip: 27376
 City: West End
 County: Moore, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
 Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
 as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 00022801
 Other description: 19.24 Acres +/-, Williamson Land
 Some or all of the Property may be described in Deed Book 678 at Page 152

(d) "Purchase Price":
 \$ 470,000.00 paid in U.S. Dollars upon the following terms:



This form jointly approved by:
 North Carolina Bar Association's Real Property Section
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
 Revised 7/2023
 © 7/2023

Buyer initials [Signature] Seller initials [Signature] [Signature]

\$ 0.00 _____
 \$ 0.00 _____
 \$ 0.00 _____
 \$ 0.00 _____
 \$ NA _____
 \$ 470,000.00 _____

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service: _____)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, TIME BEING OF THE ESSENCE by cash official bank check wire transfer electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.




(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) "Escrow Agent" (insert name); Thigpen & Jenkins LLP Trust Account
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

Buyer initials  Seller initials  

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on NA
TIME BEING OF THE ESSENCE.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) "Settlement Date": The parties agree that Settlement will take place on 1/30/2026
(the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

Buyer initials  Seller initials  

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.



NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

Buyer initials

Seller initials

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: Conventional USDA

Other type: _____

in the principal amount of _____

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____


(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer initials



Seller initials

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)


6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates

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Buyer initials

Seller initials

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the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.





(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

Buyer initials   Seller initials  

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only) Village of Pinehurst

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$^{NA} toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

Buyer initials  Seller initials  

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO, ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT/RECORDATION: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR[®] or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

Buyer initials   Seller initials  

18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. REMEDIES:


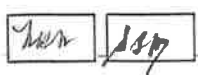
(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials  Seller initials 

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: 1/5/26

Seller: [Signature]

Date: _____

Seller: [Signature]

Entity Buyer: Village of Pinehurst
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: [Signature]

Name: Patrick Pizzella
Print Name

Title: Mayor

Date: 12/23/35

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET WIRE FRAUD WARNING

AND FISCAL CONTROL ACT
TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.
TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.
WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Buyer initials

[Signature] _____

Seller initials

[Signature] [Signature]

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT, INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____
 Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent:
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____
 Acting as Seller's Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Listing Agent:
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

Buyer initials



Seller initials




ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Marty R. McKenzie and Susan B. McKenzie ("Seller")

Buyer: Village of Pinehurst ("Buyer")

Property Address: TBD Murdocksville Rd, West End, NC 27376 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$.00, receipt of which Listing Agent hereby acknowledges.

Date:

Firm:

By: (Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$.00, receipt of which Seller hereby acknowledges.

Date:

Seller: (Signature)

Date:

Seller: (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date:

Firm:

By: (Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date:

Firm:

Time: AM PM

By: (Signature)

(Print name)



PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
			SUBTOTAL
			0
			TOTAL DUE \$
			350.00

Form NIV5 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

File No. 250913

To: Marty McKenzie

09/26/2025

Re: 3778 Murdocksville Rd, West End NC 27376

Here is the land appraisal requested for the vacant tract of land totaling 19.24 acres. In my opinion, the market value as of September 16, 2025 was \$470,000. This is based on comparison with the most similar land sales and listings from similar areas of Moore County. Please feel free to review the attached report and contact me with any questions you may have. Thank you

Sincerely,

Joe Mathews
Mathews Appraisal Inc
910-315-9440

Property Address: _____ City: West End State: _____ Zip Code: 27376
 County: Moore Legal Description: Williamson Land @ DB 578 P 152

Assessor's Parcel #: 00022801 Tax Year: 2025 R.E. Taxes: \$ 1,055 Special Assessments: \$ 0
 Market Area Name: Pinehurst Area Map Reference: 4404 Census Tract: 9503.05
 Current Owner of Record: Marty R McKenzie Borrower (if applicable): N/A
 Project Type (if applicable): PUD De Minimis PUD Other (describe) HOA: \$ 0 per year per month
 Are there any existing improvements to the property? No Yes If Yes, indicate current occupancy: Owner Tenant Vacant Not habitable
 If Yes, give a brief description: _____

The purpose of this appraisal is to develop an opinion of: Market Value (as defined), or other type of value (describe)
 This report reflects the following value (if not Current, see comments): Current (the Inspection Date is the Effective Date) Retrospective Prospective
 Property Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe)
 Intended Use: To assist in the determination of market value as of September 16, 2025
 Intended User(s) (by name or type): Marty McKenzie & his assigns
 Client: Marty McKenzie Address: PO Box 1553, Pinehurst, NC 28370
 Appraiser: Joseph Mathews, Jr Address: 802 Seven Lakes North, West End, NC 27376

Characteristics			Predominant Occupancy	One-Unit Housing		Present Land Use		Change in Land Use	
Location:				PRICE	AGE	One-Unit	60 %	<input checked="" type="checkbox"/> Not Likely	
<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	<input type="checkbox"/> Owner	\$(000)	(yrs)	2-4 Unit	%	<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *	
Built up: <input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/> Tenant	120	Low 0	Multi-Unit	%	* To: _____	
Growth rate: <input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input type="checkbox"/> Vacant (0-5%)	2,000	High 95	Comm'l	%		
Property values: <input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/> Vacant (>5%)	450	Pred 20	Vacant/other	40 %		
Demand/supply: <input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply							
Marketing time: <input checked="" type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.							

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Area Comments: This area has maintained stable growth due to demand. The subject has public road access and is most likely to be developed as home sites of 1 acre or less.

Dimensions: See Plat Site Area: 39.21
 Zoning Classification: RA-40 Description: Residential Agricultural
 Do present improvements comply with existing zoning requirements? Yes No No Improvements
 Uses allowed under current zoning: Residential Agricultural zoning.

Are CC&Rs applicable? Yes No Unknown Have the documents been reviewed? Yes No Ground Rent (if applicable) \$ _____ / _____
 Comments: _____

Highest & Best Use as improved: Present use, or Other use (explain) The highest and best use of the subject land is as home sites.

Actual Use as of Effective Date: Vacant Land Use as appraised in this report: Vacant Land
 Summary of Highest & Best Use: The subjects highest and best use is as single family residence sites

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Public street
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	Paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	Rolling
Gas	<input type="checkbox"/>	<input type="checkbox"/>		Width				Size	19.24 ac
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Surface				Shape	Irregular-See Plat
Sanitary Sewer	<input type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter		<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears adequate
Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>		Sidewalk		<input type="checkbox"/>	<input type="checkbox"/>	View	Woods
Telephone	<input type="checkbox"/>	<input type="checkbox"/>		Street Lights		<input type="checkbox"/>	<input type="checkbox"/>		
Multimedia	<input type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements: Inside Lot Corner Lot Cul de Sac Underground Utilities Other (describe) _____
 FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 37125C8514J FEMA Map Date 10/17/2006

Site Comments: The property being appraised is surrounded by similar properties that appear to be conforming use properties with no apparent encroachments.

LAND APPRAISAL REPORT

File No.: 250913

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Moore County tax office, deeds.

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: SUBJECT HAS NOT SOLD OR TRANSFERRED IN THE PRIOR 3 YEARS. NONE OF THE COMPS USED IN THIS REPORT HAVE TRANSFERRED WITHIN THE PAST 12 MONTHS PRIOR TO THE EFFECTIVE DATE.
Date:	
Price:	
Source(s): Deed, Tax Office	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3778 (TBD) Murdocksville Rd West End, NC 27376	395 Doubs Chapel Rd West End, NC 27376		345 McKenzies Mill Rd West End, NC 27376		1040 Chicken Plant Rd Aberdeen, NC 28315	
Proximity to Subject		4.25 miles NE		4.58 miles NW		3.27 miles SW	
Sale Price	\$	\$ 315,000		\$ 362,000		\$ 315,000	
Price/	\$	\$		\$ 21,294.12		\$ 30,405.41	
Data Source(s)	Tax Office, Site	Flex MLS 100494786		Flex MLS 100423505		Flex MLS 100405856	
Verification Source(s)	Deed, Aerial	Tax Office		Tax Office		Tax Office	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust
Sales or Financing Concessions		Cash		Conventional		Cash	
Date of Sale/Time		None Known		None Known		None Known	
Rights Appraised	Fee Simple	06/04/2025		06/03/2024	+7,200	01/19/2024	+7,000
Location	Pinehurst Area	Fee Simple		Fee Simple		Fee Simple	
Site Area	19.24	West End	+31,500	West End	+44,200	Linden Rd Area	-25,000
Street Access	Public Road	14.03	+125,000	17.0	+53,800	10.36	+174,000
View & Improvements	Wooded, None	Public Road		Public Road		Public Road	
Additional Features	None known	Wooded, None		Wooded, None		Wooded, None	
		None known		None known		None known	
Net Adjustment (Total, in \$)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$	156,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$	105,200	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$	156,000
Adjusted Sale Price (in \$)			\$ 471,500		\$ 467,200		\$ 471,000

Summary of Sales Comparison Approach All comps are located within the subjects competitive market area. These comps are the best available and most recent sales that most accurately indicate the subject's market value. The address of 3778 is not official & was used for mapping only.

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project: _____

Describe common elements and recreational facilities: _____

Indicated Value by: Sales Comparison Approach \$ 470,000

Final Reconciliation Most weight is given to the sales comparison approach.

This appraisal is made "as is", or subject to the following conditions: _____

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

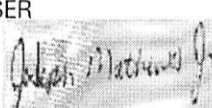

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 470,000 as of: 09/16/2025, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 7 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: Scope of Work Limiting cond./Certifications Narrative Addendum Location Map(s) Flood Addendum Additional Sales Photo Addenda Parcel Map Hypothetical Conditions Extraordinary Assumptions Hypothetical Conditions

Client Contact: _____ Client Name: Marty McKenzie

E-Mail: _____ Address: PO Box 1553, Pinehurst, NC 28370

APPRAISER

Appraiser Name: Joseph Mathews, Jr.

Company: Mathews Appraisal, Inc.

Phone: (910) 315-9440 Fax: _____

E-Mail: mathewsappraisal@gmail.com

Date of Report (Signature): 09/26/2025

License or Certification #: A5870 State: NC

Designation: State Certified Appraiser

Expiration Date of License or Certification: 06/30/2026

Inspection of Subject: Did Inspect Did Not Inspect (Desktop)

Date of Inspection: 09/16/2025

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: _____

Company: _____

Phone: _____ Fax: _____

E-Mail: _____

Date of Report (Signature): _____

License or Certification #: _____ State: _____

Designation: _____

Expiration Date of License or Certification: _____

Inspection of Subject: Did Inspect Did Not Inspect

Date of Inspection: _____





MOORE COUNTY

Tuesday, September 16, 2025 by Moore County GIS Department

Ownership Data

Pin: 855311654404
 Parcel Id: 00022801
 Owner Name: MCKENZIE, MARTY R
 Tax Address: PO BOX 1553
 PINEHURST, NC, 28370
 Deed/Bk Page: 678 / 152
 Trans Date: 9/12/1989
 Sale Amt: N/A
 Accessed Acres: 19.2400
 Cal. Acreage: 18.7330

Location Data

City Code: N/A
 Fire District: D
 Class Code: FV
 Land Use Type: R00
 Zoning: RA-40
 NBHD#: 627
 Property Desc.: WILLIAMSON LAND

Assessment Summary/ Rates Per \$100 Value

Values
 Land Value: \$251,110.00
 Assessed Value: \$251,110.00
 Bldg Imp Value: N/A

Parcel Map

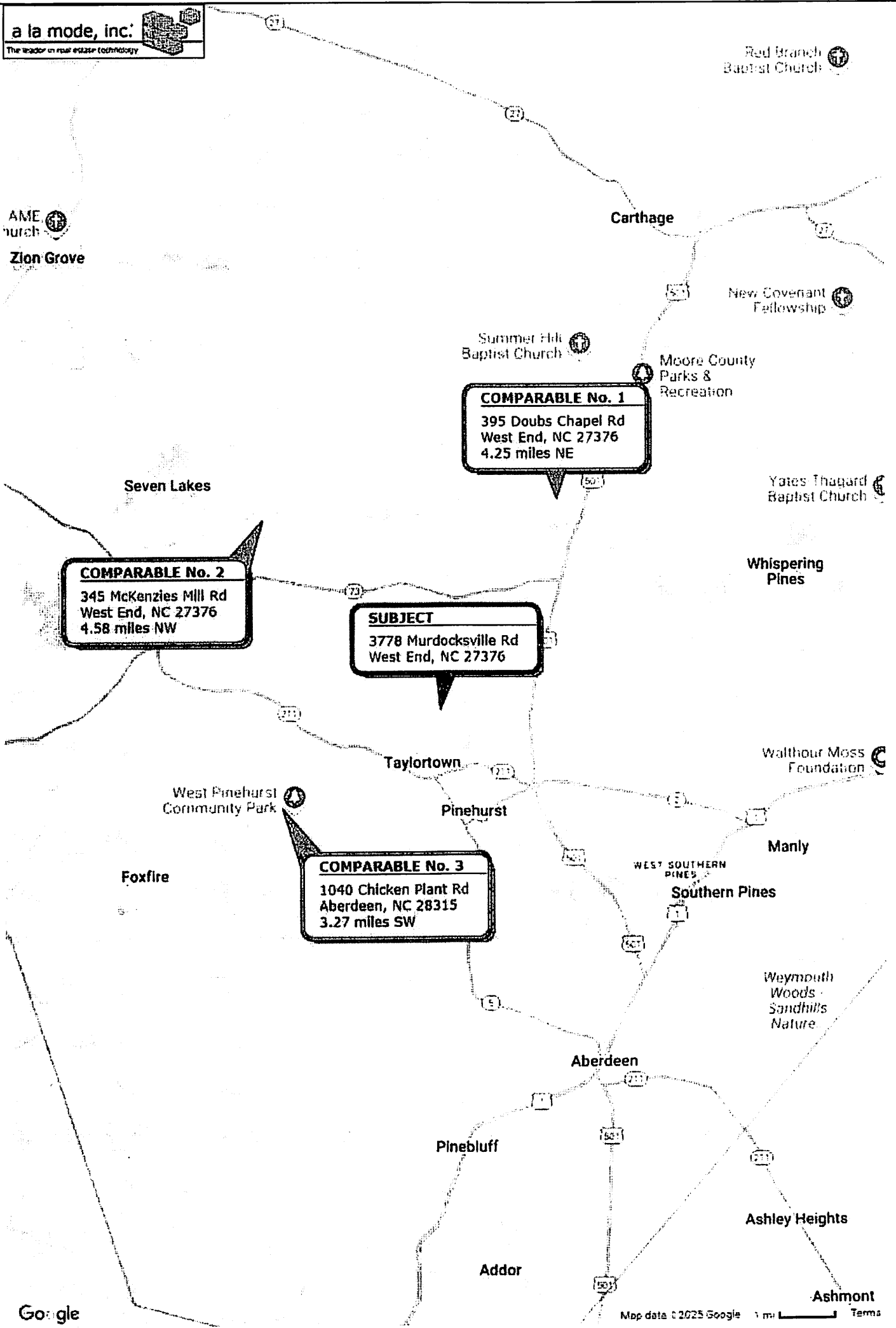


Moore County GIS Disclaimer

All the information contained on this media is prepared for the inventory of real property found within Moore. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED. IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

Location Map

Borrower/Client	N/A				
Property Address	3778 Murdocksville Rd				
City	West End	County	Moore	State	NC Zip Code 27376
Lender	N/A				





**Consider Ordinance 26-01 Amending the FY 2026 General Fund Budget to
Purchase Real Property on Murdocksville Road
ADDITIONAL AGENDA DETAILS:**

FROM: Dana Van Nostrand, Financial Services Director
CC: Village Council;
DATE OF MEMO: 12/23/2025

MEMO DETAILS

This budget amendment is necessary to execute a contract for the purchase of the property on Murdocksville Road. It includes the offer price of \$470,000 plus an estimated \$5,000 in due diligence and closing costs. Based on prior land purchase transactions, the \$5,000 should be more than sufficient to cover any costs other than the purchase price. Fund balance reserves will be used for this purchase since it was not planned in this year's budget.

ATTACHMENTS

1. Ordinance 26-01 Murdocksville Rd Land Purchase Amendment

ORDINANCE #26-01:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2026, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND (MURDOCKSVILLE ROAD LAND PURCHASE AMENDMENT).

THAT WHEREAS, the Village of Pinehurst wishes to purchase land on Murdocksville Road (Parcel ID 00022801) for \$475,000, including estimated due diligence and closing costs, as a potential future location for the Village’s public services facilities; and

WHEREAS, the Village did not appropriate these funds in the original budget adopted for the year ended June 30, 2026 in Ordinance #25-09; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 27th day of January 2026, as follows:

SECTION 1. To amend the General Fund budgeted expenditures, the following amounts are to be added to the current expenditure appropriations for FY 2026:

GENERAL FUND EXPENDITURES:	
Public Services Administration	<u>\$ 475,000</u>
TOTAL EXPENDITURES APPROPRIATION	<u>\$ 475,000</u>

SECTION 2. To amend the General Fund estimated revenues, the following amounts should be added to the current estimated revenues for FY 2026:

GENERAL FUND REVENUES:	
Fund Balance Appropriated	<u>\$ 475,000</u>
TOTAL GENERAL FUND REVENUES	<u>\$ 475,000</u>

SECTION 3. Copies of this budget amendment shall be furnished to the Village Clerk, Village Manager and to the Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 27th day of January 2026.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Patrick Pizzella, Mayor

Attest:

Shannon Konstantinou, Village Clerk

DRAFT



Consider Ordinance 26-05 Amending the Municipal Code to Provide Exemptions for Spur Road Trash Receptacle and Parking Regulations
ADDITIONAL AGENDA DETAILS:

FROM: Doug Willardson, Village Manager
CC: Village Council;
DATE OF MEMO: 01/22/2026

MEMO DETAILS

Staff recently received a complaint from a resident regarding trash receptacles being left out along Spur Road, including at a known short-term rental property. In response, staff visited the area and observed multiple trash receptacles placed along Spur Road. Based on the existing code, staff issued letters to the affected properties.

Following those notices, staff received feedback from several adjacent property owners. The consistent theme was that Spur Road functions, in practice, as an alley. No homes front Spur Road, and for many years adjacent properties have used the area for trash receptacle storage and occasional parking, including the construction of informal enclosures to house receptacles. While these uses are not technically permitted under the current code, they have existed for an extended period without creating operational, safety, or access issues.

Spur Road is unpaved, approximately 60 feet wide by right-of-way, with only a roughly 10-foot dirt travel surface. Functionally and visually, it is very similar to other alleyways throughout the Village. The primary distinction is that Spur Road happens to be formally owned and maintained by the Village rather than privately.

OPTIONS CONSIDERED:

Staff sees three realistic options for addressing this situation.

The first option is to strictly enforce the existing trash receptacle and parking-in-the-right-of-way regulations on Spur Road. While legally defensible, this approach would likely create ongoing friction with adjacent property owners and would not meaningfully improve public safety or operations, as neither trash receptacles nor overnight parking have created problems in this location.

The second option is to pursue abandonment of Spur Road and convey it to the abutting property owners. This option would require time, survey work, legal costs, and Council action. It would also shift long-term maintenance responsibilities to property owners who currently have little incentive to absorb the road, making this option both complex and unlikely to be supported by those most affected.

The third option, and the one proposed by staff, is to retain Spur Road as publicly owned but amend the Municipal Code to treat it functionally as an alley. This would allow limited exemptions for trash receptacle placement and parking within the right-of-way, consistent with how similar alleyways are treated elsewhere in the Village.

While exemptions for trash receptacles and parking do not have to be linked as a package, staff believes that if Spur Road is to be treated as an alley, it should be treated consistently for both

purposes. Importantly, given the width of the right-of-way and the minimal travel surface, neither trash receptacles nor overnight parking present safety, access, or operational concerns at this location.

PROPOSED ACTION:

Ordinance 26-05 would amend the Municipal Code to provide targeted exemptions for Spur Road related to trash receptacle placement and overnight parking within the right-of-way, effectively recognizing its long-standing alley-like function while keeping the road publicly owned.

ATTACHMENTS

1. DRAFT Ordinance 26-05 Exemptions for Spur Road

ORDINANCE #26-05:

An Ordinance Amending the Village of Pinehurst Municipal Code to Provide Limited Exemptions for Spur Road Trash Receptacle and Parking Regulations

WHEREAS, the Village Council of the Village of Pinehurst adopted ordinances establishing regulations governing the placement of solid waste receptacles and parking within public rights-of-way in order to protect public health, safety, and welfare; and

WHEREAS, Spur Road is a publicly owned, unpaved right-of-way that functions in practice similarly to an alley, with no residences fronting the roadway and a travel surface substantially narrower than the overall right-of-way; and

WHEREAS, adjacent properties along Spur Road have historically used portions of the right-of-way for trash receptacle storage and limited parking without creating documented safety, access, or operational issues; and

WHEREAS, strict application of the existing code provisions at this location would create unnecessary hardship without a corresponding public benefit; and

WHEREAS, the Village Council finds it appropriate to provide a narrowly tailored exemption recognizing the unique conditions of Spur Road while retaining public ownership and control of the right-of-way.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 27th day of January 2026 as follows:

SECTION 1.

That **Section § 50.05 (Frequency of Collection and Removal)** of the Village of Pinehurst Municipal Code is hereby amended by adding a new subsection **§ 50.05(D)** to read as follows:

§ 50.05(D) Spur Road Exemption.

Residences that abut Spur Road between Dundee Road and Everett Road are exempt from the receptacle storage requirements set forth in § 50.05(B), provided that trash receptacles do not obstruct the traveled portion of the roadway or interfere with emergency access or utility operations.

SECTION 2.

That **Section § 72.05 (Parking Prohibited)** of the Village of Pinehurst Municipal Code is hereby amended by adding a new subsection **§ 72.05(C)** to read as follows:

§ 72.05(C) Spur Road Exemption.

Overnight parking within the public right-of-way on Spur Road between Dundee Road and Everett Road shall be permitted, provided that such parking does not obstruct the

traveled portion of the roadway, impede emergency access, or interfere with Village maintenance.

SECTION 3. Severability.

If any provision of this ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

SECTION 4. Repealer.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date.

This ordinance shall take effect upon adoption.

Adopted this 27th day of January 2026.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor

Attest:

Shannon Konstantinou, Village Clerk