



**Village Council
Agenda for Regular Meeting of March 24, 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 Ms. Katie Hoerster, Associate Pastor, Pinehurst United Methodist Church
 - B. Pledge of Allegiance by Ms. Helen Neil

3. Reports
 - A. Manager
 - 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. March 10, 2026, Regular Meeting Minutes
 2. March 10, 2026, Work Session Minutes
 3. March 10, 2026, Closed Session Minutes
- B. FY 2026 Budget Amendments Report as of March 19, 2026

End of Consent Agenda

5. Mayoral Proclamation
 - A. Mayoral Proclamation of Public Safety Telecommunicators Week (April 12th - 18th, 2026)
6. Public Comments
7. Public Hearing
 - A. Public Hearing - Monticello Drive Conditional Zoning Map Amendment
The purpose of the hearing is to consider an Official Zoning Map Amendment for

approximately 5.19 acres of land located along Monticello Drive and further identified by Parcel ID #00019245. This proposed map amendment would zone the property from R-30 (Medium Density Residential) to R-15-CD (Medium Density Residential Conditional District) to allow for the development of an 8-unit single-family development. The property owner is Hallshan, LLC and applicant is John Greenbacker.

8. Regular Business

A. FY 2026 Audit Contract

9. Other Business

10. 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.



Invocation by Ms. Katie Hoerster, Associate Pastor, Pinehurst United Methodist Church

ADDITIONAL AGENDA DETAILS:

FROM: Shannon Bonecutter, Village Clerk
CC: Village Council;
DATE OF MEMO: 03/16/2026

MEMO DETAILS

ATTACHMENTS

None



**Pledge of Allegiance by Ms. Helen Neil
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Bonecutter, Village Clerk
CC: Village Council;
DATE OF MEMO: 03/20/2026

MEMO DETAILS

ATTACHMENTS

None



**March 10, 2026, Regular Meeting Minutes
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Bonecutter, Village Clerk
CC: Village Council;
DATE OF MEMO: 03/16/2026

MEMO DETAILS

ATTACHMENTS

1. 03.10.2026 DRAFT Regular Meeting Minutes



Village Council
Minutes for the Regular Meeting of March 10, 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, March 10, 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. Jeramy Hooper, Councilmember

Mr. Doug Willardson, Village Manager

Mr. Carlton Cole, Assistant Village Manager

Mr. Dan Hartzog, Village Attorney

Ms. Shannon Konstantinou, Village Clerk

Mr. Josh Dockery, IT Systems Specialist

And approximately 9 members of the audience in attendance, in addition to 3 staff and 1 press. There were approximately 17 remote views.

1. Call to Order.

Mayor Pizzella called the Village Council Regular Meeting to order at 04:30 p.m.

2. Invocation and Pledge of Allegiance.

A. Invocation by Mr. Carlton Cole, Assistant Village Manager

B. Pledge of Allegiance by Carolyn Levy, Pinehurst Elementary School

3. Reports:

A. Manager

Mr. Doug Willardson reported on the March 14, 2026, St. Patrick's Day Parade; the March 28, 2026, Cannon Park Easter Egg Hunt; an upcoming prescribed burn in the Arboretum; and the adjustment of the stop signs at the intersection of Cherokee Rd. and Fields Rd.

B. Council

- Mayor Pizzella reported on last week's Mayors of Moore County meeting in Whispering Pines; the March 4, 2026, screening of "The American Constitution" documentary in Assembly Hall; and the distribution of Village Council Resolution 26-12 in opposition to the proposed NCDOT redesign of the Pinehurst Traffic Circle to the NC General Assembly, Governor Stein, and other parties.
- Mayor Pro Tem Taylor reported on the March 3, 2026, Moore County Board of Commissioners meeting and the book "The Greatest Sentence Ever Written" (which is about the second sentence of the Declaration of Independence).
- Councilmember Hooper reported on the February 26-27, 2026, UNC School of Government Essentials of Municipal Government course.
- Councilmember Ficklin reported on the March 2, 2026, Beautification Committee meeting and

the approval of a grant to help fund the installation of a Demonstration Rain Garden in the Arboretum, which will open on April 10, 2026; the March 24, 2026, dedication of a historic marker at the Pinehurst Race Track (Harness Track) and Fair Barn; the April 11, 2026, Sandhills Dog Fair in the Arboretum; and the Village Heritage Foundation accepting plaque applications through April 15, 2026.

- Councilmember Fitzpatrick reported on the February 26-27, 2026, UNC School of Government Essentials of Municipal Government course; a recent meeting with Dr. Dan Barnes of FirstHealth of the Carolinas; the March 9, 2026, Pinehurst No. 6 Property Owners Association meeting; the March 10, 2026, Town of Taylortown Town Council meeting; a recent meeting with the leadership of Sandhills Jewish Congregation in Jackson Springs; and the rollout of the Senior Advisory Committee.

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. February 24, 2026, Regular Meeting Minutes**
- 2. February 24, 2026, Work Session Minutes**

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. Public Comments.

None.

6. Resolutions.

Mr. Willardson provided a brief background on the nominations of Ms. Gloria Hannan and Mr. Keith Eldridge to the Neighborhood Advisory Committee.

A. Consider Resolution 26-14 Appointing Ms. Gloria Hannan to the Neighborhood Advisory Committee (Clarendon Gardens)

Ms. Gloria Hannan spoke of her personal background and experiences and of her interest in serving on the Neighborhood Advisory Committee.

Councilmember Ficklin spoke in favor of Ms. Hannan's appointment as the Clarendon Gardens representative on the Neighborhood Advisory Committee.

Upon a motion by Councilmember Ficklin, seconded by Mayor Pro Tem Taylor, Council unanimously approved Resolution 26-14 appointing Ms. Gloria Hannan to the Neighborhood Advisory Committee for the Clarendon Gardens area for the term effective March 10, 2026, until the end of her term on June 30, 2029, by a vote of 5-0.

Resolution 26-14:

A Resolution Appointing the Neighborhood Advisory Committee Representative for the Clarendon Gardens 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 Clarendon Gardens designated area; and

Whereas, Ms. Gloria Hannan and the Village Council of the Village of Pinehurst are desirous of Ms. Hannan serving as a representative of the Clarendon Gardens 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 10th day of March 2026 as follows:

Ms. Gloria Hannan is appointed as a representative of the Clarendon Gardens area on the Neighborhood Advisory Committee, effective March 10, 2026, said term to expire June 30, 2029.

This Resolution passed and adopted this 10th day of March 2026.

B. Consider Resolution 26-15 Appointing Mr. Keith Eldridge to the Neighborhood Advisory Committee (Pinehurst No. 6)

Mr. Keith Eldridge spoke of his personal background and experiences and of his interest in serving on the Neighborhood Advisory Committee.

Councilmember Fitzpatrick spoke in favor of Mr. Eldridge's appointment as the Pinehurst No. 6 representative on the Neighborhood Advisory Committee.

Upon a motion by Councilmember Fitzpatrick, seconded by Mayor Pro Tem Taylor, Council unanimously approved Resolution 26-15 appointing Mr. Keith Eldridge to the Neighborhood Advisory Committee for the Pinehurst No. 6 area for the term effective March 10, 2026, until the end of his term on June 30, 2029, by a vote of 5-0.

Resolution 26-15:

A Resolution Appointing the Neighborhood Advisory Committee Representative for the Pinehurst No. 6 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 No. 6 designated area; and

Whereas, Mr. Keith Eldridge and the Village Council of the Village of Pinehurst are desirous of Mr. Eldridge serving as a representative of the Pinehurst No. 6 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 10th day of March 2026 as follows:

Mr. Keith Eldridge is appointed as a representative of the Pinehurst No. 6 area on the Neighborhood Advisory Committee, effective March 10, 2026, said term to expire June 30, 2029.

This Resolution passed and adopted this 10th day of March 2026.

C. Consider Resolution 26-16 Amending the Neighborhood Advisory Committee Policy (Communications Section)

Mr. Willardson reviewed and discussed the proposed change to the language of the Neighborhood Advisory Committee Policy section titled “Village Support to NAC Members.”

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved Resolution 26-16 amending the Neighborhood Advisory Committee Policy section titled “Village Support to NAC Members” to read as proposed by a vote of 5-0.

Resolution 26-16:

A Resolution Amending the Neighborhood Advisory Committee Policy

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 amend the Neighborhood Advisory Committee Policy to allow for a more flexible approach to supporting neighborhood communication while maintaining transparency and compliance with public records requirements.

Now, therefore, be it resolved by the Village Council of the Village of Pinehurst, North Carolina, in Regular Meeting assembled this 10th day of March 2026, that the “Village Support to NAC Members” section of the Neighborhood Advisory Committee Policy be revised to read as follows:

The Village will provide communication tools and staff support to assist NAC members in sharing information with their neighborhoods and gathering resident input. Village-managed communication platforms may include centralized email distribution services, website-based submission forms, and other outreach tools designed to expand resident access and ensure consistent messaging. The Village will maintain and archive communications distributed through these platforms in accordance with public records requirements. NAC members may continue to use personal communication methods for coordination and engagement with residents, provided that such communications remain subject to applicable public records laws. Village staff will endeavor to provide briefing materials, policy documents, and other informational resources to assist NAC members in communicating effectively with their neighborhoods.

This resolution passed and adopted this 10th day of March 2026.

	<p>VILLAGE OF PINEHURST</p> <p>STANDARD PROCEDURE</p>
---	---

SUBJECT: Policy	Neighborhood Advisory Committee	Effective Date:	04/2023
Department:	Administration	Policy No.:	53
Prepared by:	Administration	Revised:	03/2026
Approved by:	Village Council	# of Pages:	4

PURPOSE: The purpose of this policy is to: Define the purpose, membership, membership requirements, member expectations and Village support to members of the Neighborhood Advisory Committee.

POLICY: It is the policy of the Village of Pinehurst Council maintain a Neighborhood Advisory Committee (NAC) to foster and enhance effective two-way communications between Village Government and Village residents aimed at building and protecting quality of life for residents, businesses, and visitors.

COMMITTEE GOALS:

- Collaboratively build effective communications means between all committee members and the neighborhoods they represent.
- Use effective neighborhood communications means to distribute notes from presentations and discussions that take place at monthly NAC meetings.
- Use those effective neighborhood communications means to collect input and feedback from residents.
- Communicate and discuss trends and common themes related to resident perceptions that can help Village Government better achieve its quality of life mission.
- Comply with North Carolina public records and open meetings law requirements.

MEMBERSHIP: Membership of the NAC will be made up of one representative from each of the geographically defined neighborhoods included in the NAC Neighborhood Map (attached). Members must be permanent residents of the neighborhood they represent. Appointed members may identify an alternate member who can represent the neighborhood when the appointed member is not available. The NAC Neighborhood Map may be adjusted as needed by vote of the Village Council. Members will be individually appointed by the Village Council upon recommendation by a committee made up of the Village Manager and designated Village staff. The recommendation will give appropriate deference to candidates recommended by homeowners associations or other neighborhood organizing bodies. The degree of that deference will correspond to the degree to which said organizing body represents all residents within the Village’s defined neighborhood.

RECRUITMENT: Designated Village staff will notify each NAC member when their term is nearing completion. If eligible for another term and the member desires to continue to serve, that member will normally be nominated to the Village Council for reappointment. When considering reappointment, the Village Council will consider the members contributed value the NAC process, attendance, and compliance with other expectations at a minimum. In cases where the incumbent member cannot serve an additional term or desires not to, designated Village staff will advertise the vacancy to solicit new volunteers. In cases where a member of the NAC does not desire to

complete their term, designated Village staff will similarly advertise to solicit new volunteers.

NEW MEMBER ORIENTATION, TERMS, TERM LIMITS AND TERMINATIONS: Upon appointment, all new members will participate in a brief on-boarding process that is similar to onboarding requirements for other appointed volunteers board and committee members. Completion of on-boarding and signature of a volunteer agreement will be accomplished prior to participation on the NAC. Members will be appointed to three-year terms. Each member may be reappointed to a maximum of two consecutive terms, for a total of six years. Members having expired their limit of terms or otherwise having left the NAC must wait a minimum of one year until being reappointed to the NAC. Member terms will all expire after the June meeting of the calendar year the term is designated to end, regardless of what date said term began on.

ALTERNATE MEMBERS: Members may have an alternate neighborhood resident attend NAC meetings in their place a maximum of three times per calendar year. Alternate members will not be required to brief a neighborhood report at meetings they attend, but will take part in other discussions and take notes on presentations for the primary member.

PHASING IN OF MEMBERSHIP AND TERM LIMITS CONCURRENT TO ENACTMENT OF THIS POLICY: Prior to this policy implementation, no term limits existed. Numerous current members have already exceeded the six-year term limit or are nearing that point. Meanwhile, several new neighborhoods are recognized by the geographical neighborhood framework that this policy puts in place. Finally, four current NAC members share neighborhoods (two neighborhoods with two representatives each). Recognizing these facts, a phased approach to implementing term limits will be used. That phased approach will be in accordance with the attached exhibit. Unknown future membership changes caused by members not fulfilling their full term limits will alter the implementation of this plan in ways that cannot be projected, especially in the later years.

VILLAGE SUPPORT TO NAC MEMBERS: The Village will provide communication tools and staff support to assist NAC members in sharing information with their neighborhoods and gathering resident input. Village-managed communication platforms may include centralized email distribution services, website-based submission forms, and other outreach tools designed to expand resident access and ensure consistent messaging. The Village will maintain and archive communications distributed through these platforms in accordance with public records requirements. NAC members may continue to use personal communication methods for coordination and engagement with residents, provided that such communications remain subject to applicable public records laws. Village staff will endeavor to provide briefing materials, policy documents, and other informational resources to assist NAC members in communicating effectively with their neighborhoods.

PUBLIC RECORDS LAW REQUIREMENTS: NAC members are public officials. As such, all NAC member communications are subject to North Carolina public records law. Use of Village provided email for all NAC related business will make compliance with public records law relatively simple, and is highly recommended. Use of other communications means does not eliminate or modify requirements to comply with public records law. In accordance with state law, any documents or archived communications related to NAC business may not be deleted or thrown away until allowable under the North Carolina Records Retention Schedule. NAC members will comply with any request made by the Village Clerk or other requestors pursuant to ensuring Village compliance with public record laws as a condition of appointment.

NAC MEETING PROCEDURES:

- NAC meetings will generally be held monthly, in accordance with an adopted schedule

that may be modified by the Mayor as needs arise.

- NAC meetings will be chaired by the Mayor, or the Mayor's designated other Council Member.
- Any Council Member may join any NAC meeting as a participating member.
- NAC meetings are meeting of a public body, and are subject to all North Carolina open meeting requirements.
- Each NAC meeting shall have an agenda, published by the designated staff member.
- Appointed NAC members should be prepared to make a report to the committee at each meeting. Member reports should summarize sentiments, issues, concerns and positive feedback that they are hearing from neighborhood residents. Summarized input is far more valuable than personal observations.
- Committee members must be courteous to other members of the Committee, elected officials and staff.
- Members are encouraged to participate in discussion, while trying to refrain from dominating the conversation.
- The Village Manager will ensure a staff member is present to take notes and prepare minutes.
- The Village Manager, in consultation with the Mayor is responsible for scheduling briefing by staff or other parties concerning topics that are important to residents as a whole, so that NAC members can communicate key points to members of their neighborhood.

POLICY UPDATE

This policy shall be reviewed in accordance with the Village's overall policy update schedule and framework as determined by the Village Manager or directed by Village Council.

7. Regular Business

A. FY26 Road Resurfacing Program Update

Mr. Mike Apke, Public Services & Engineering Director, provided an update on the progress of the Fiscal Year 2026 Road Resurfacing Program.

Council praised Mr. Apke for his high level of communication with residents and conscientious work on both the roadway and sidewalk projects within the Village.

B. Airport Road Greenway – Approval of NCDOT Grant Agreement for Design Phase

Mr. Willardson reviewed and discussed a memo outlining the Airport Road Greenway project, funding sources and allocations, and project timeline.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Hooper, Council unanimously approved the NCDOT Locally Administered Project Agreement in the amount of \$188,750 consisting of \$151,000 in federal grant funds and a Village match of \$37,750 to complete the design and environmental documentation for the Airport Road Greenway and authorize the Village Manager to execute the agreement by a vote of 5-0.

C. Approval of Architectural Design Contract – Tufts Archives Renovation

Mr. Willardson reviewed and discussed a memo outlining the background on the proposed Tufts Archives renovation project, Proposed Contract, Budget, and Recommendation.

Council and Ms. Audrey Moriarty, Library Services & Archives Director, discussed the architectural drawings from the 1974 addition and construction of the Tufts Archives being available, knowledge of projects done to the property since 1974, and the reason for the Tufts Archives being built.

Upon a motion by Councilmember Ficklin, seconded by Councilmember Hooper, Council unanimously approved the Oakley Collier Architects professional services agreement in the amount of \$267,300 for architectural and engineering design services for the Tufts Archives renovation and authorize the Village Manager to execute the agreement by a vote of 5-0.

8. Ordinances.

A. Ordinance 26-08 Amending the Library Expansion Capital Project Fund Budget for the Archives Design Contract

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Hooper, Council unanimously approved Ordinance 26-08 amending the Library Expansion Capital Project Fund Budget for the Archives Design Contract by a vote of 5-0.

Ordinance #26-08:

An Ordinance Amending the Library Expansion Capital Project Fund Budget for the Village of Pinehurst, North Carolina.

That whereas, the Village adopted Ordinance #22-06 establishing the Library Expansion Capital Project Fund for the design and construction of an expansion of the Given Memorial Library and Tufts Archives building located on Cherokee Road; and

Whereas, the Village adopted Ordinances #23-12, 24-10, #24-13, #25-08, and #25-15 amending the Library Expansion Capital Project Fund budget; and

Whereas, the Village Council approved the contract with Oakley Collier Architects for design and construction administration of the Tufts Archives renovation on March 10, 2026; and

Whereas, Village management anticipates approximately \$20,000 of out-of-pocket expenditures related to the renovation, such as site surveys, that are not included in the Oakley Collier Architects contract; and

Whereas, the Library Expansion Capital Project Fund budget needs to be amended to increase the appropriations and estimated revenues for these items.

Now, therefore, be it ordained and established by the Governing Body of the Village of Pinehurst, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the Library Expansion Capital Project Fund is amended as follows:

Section 1. The expenditure appropriations for the project are amended as follows:

<u>Account</u>	<u>Current Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
Capital Outlay: Design Costs	\$ 620,000	\$287,300	\$ 907,300
Capital Outlay: Construction Costs	<u>5,339,000</u>	<u>0</u>	<u>5,339,000</u>
TOTAL	<u>\$5,959,000</u>	<u>\$287,300</u>	<u>\$6,246,300</u>

Section 2. The revenues anticipated to be available to complete this project are amended as follows:

<u>Account</u>	<u>Current Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
Investment Income	\$ 225,000	\$ 75,000	\$ 300,000
Restricted Donations	500	0	500
Transfer from General Fund	<u>5,733,500</u>	<u>212,300</u>	<u>5,945,800</u>
TOTAL	<u>\$5,959,000</u>	<u>\$287,300</u>	<u>\$6,236,300</u>

Section 3. Copies of this capital project ordinance shall be furnished to the Village Clerk, Village Manager, and Financial Services Director for direction in carrying out this project.

This Ordinance passed and adopted this 10th day of March, 2026.

9. Other Business.

Council discussed and agreed to consider adding discussion of the Village’s permitting and enforcement process to the April 14, 2026, Work Session agenda.

Mayor Pro Tem Taylor noted he would attempt to schedule a meeting between himself, Councilmember Hooper, and NCDOT the week of March 23, 2026.

Council asked Mr. Willardson to reach out to Sandhills Women’s Exchange regarding a proposal for assistance with the remediation of the ongoing stormwater issues at the Exchange and agreed to consider the topic at the April 14, 2026, Council meeting. Additionally, Council asked Mr. Willardson to reach out to Pinehurst Resort for an update on a proposal for work to be done on their property near the Sandhills Women’s Exchange, which may have some positive impact on the stormwater issues.

10. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to adjourn the Regular Meeting by a vote of 5-0 at 05:42 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*



**March 10, 2026, Work Session Minutes
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Bonecutter, Village Clerk
CC: Village Council;
DATE OF MEMO: 03/16/2026

MEMO DETAILS

ATTACHMENTS

1. 03.10.2026 DRAFT Work Session Minutes



**Village Council
Minutes for the Work Session of March 10, 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 05:42 p.m., Tuesday, March 10, 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. Josh Dockery, IT Systems Specialist

And approximately 0 members of the audience in attendance, in addition to 1 staff and 1 press. There were approximately 12 remote views.

1. Call to Order.

Mayor Pizzella called the Village Council Work Session to order at 05:54 p.m.

2. General Business.

A. Consideration of BPAC Request to Install Flashing Beacons at All Crosswalks on Linden Road

Mr. Willardson reviewed and discussed a memo and map on the proposed crosswalk beacons.

Council deliberated the proposed locations for the crosswalk beacons in comparison to existing locations, other potential locations for installation, and other types of crosswalk signals / markings that may be used. Mr. Willardson noted the installation timeline would be approximately 6 months and NCDOT has given tentative approval for the installation of the beacons.

Council agreed to move forward with installing two crosswalk beacons (one at the McKenzie Rd. crossing and one at the Linden Lane crossing).

B. Update on Implementation of the Senior Advisory Committee

Councilmember Fitzpatrick provided an update on the implementation process of the Senior Advisory Committee noting the high quality of applications received so far and commending Village staff for the high level of support received.

3. Closed Session

A. N.C.G.S. § 143-318.11(a)(3) – To consult with the Village Attorney regarding legal advice related to a potential administrative procedure

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to enter into the Closed Session pursuant to North Carolina General Statute § 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to

preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged by a vote of 5-0 at 06:22 p.m.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Ficklin, Council unanimously approved to adjourn the Closed Session by a vote of 5-0 at 07:57 p.m.

4. Motion to Adjourn.

Upon a motion by Mayor Pro Tem Taylor, seconded by Councilmember Fitzpatrick, Council unanimously approved to adjourn the Work Session by a vote of 5-0 at 07:58 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

DRAFT



**March 10, 2026, Closed Session Minutes
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Bonecutter, Village Clerk
CC: Village Council;
DATE OF MEMO: 03/16/2026

MEMO DETAILS

ATTACHMENTS

1. 03.10.2026 DRAFT CLS Minutes



FY 2026 Budget Amendments Report as of March 19, 2026
ADDITIONAL AGENDA DETAILS:

FROM: Dana Van Nostrand, Financial Services Director
CC: Village Council;
DATE OF MEMO: 03/17/2026

MEMO DETAILS

Please see the attached report for one budget amendment that was approved by the Village Manager in accordance with the FY 2026 budget ordinance delegation of authority for budget amendments.

ATTACHMENTS

1. Budget Amendment Report FY 2026 3.19.26



**VILLAGE OF PINEHURST
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER
FOR THE PERIOD MARCH 6 - MARCH 19, 2026**

Under Village of Pinehurst Ordinance #25-09, the Village Council grants the Budget Officer (the Village Manager) the ability to transfer appropriations under specific conditions. These conditions allow transfers between departments (including contingency) of the same fund to increase an appropriation up to \$25,000 in a single budget amendment for the FY 2026 Budget. The Budget Officer may not transfer monies between funds at any time.

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

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

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>APPROVED DATE</u>
1	The HVAC in the Village Hall server room needs to be replaced to ensure the Village's IT infrastructure operates reliably. This was not planned in the FY 2026 budget. There are sufficient savings from the Fair Barn HVAC replacement budget to cover this need.			3/17/2026
10-00-220-7420	Administration - Capital B&G Equipment Charges	\$ 10,000		
10-80-640-7420	Fair Barn - Capital B&G Equipment Charges		\$ 10,000	



**Mayoral Proclamation of Public Safety Telecommunicators Week (April 12th -
18th, 2026)**

ADDITIONAL AGENDA DETAILS:

FROM: Shannon Bonecutter, Village Clerk
CC: Village Council;
DATE OF MEMO: 03/16/2026

MEMO DETAILS

ATTACHMENTS

1. Public Safety Telecommunicators Week DRAFT Proclamation 2026

MAYORAL PROCLAMATION

VILLAGE OF PINEHURST

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, these dedicated professionals serve as the vital link between the community and emergency responders, ensuring that police, fire, and emergency medical services are dispatched quickly, efficiently, and accurately; and

WHEREAS, Public Safety Telecommunicators handle emergency and non-emergency calls with professionalism, compassion, and calm under pressure, often providing lifesaving instructions and reassurance to callers during times of crisis; and

WHEREAS, the work performed by Public Safety Telecommunicators requires extensive training, knowledge, and the ability to make rapid decisions that can impact the safety and well-being of the public and first responders alike; and

WHEREAS, the safety of police officers, firefighters, emergency medical personnel, and the citizens they serve is greatly enhanced by the dedication and service of these highly skilled professionals; and

WHEREAS, the second full week of April has been designated as National Public Safety Telecommunicators Week to recognize the invaluable service provided by these communications specialists.

NOW, THEREFORE, I, Patrick Pizzella, Mayor of the Village of Pinehurst, North Carolina, do hereby proclaim April 12–18, 2026, as Public Safety Telecommunicators Week in the Village of Pinehurst, and encourage all residents to join in recognizing the critical role these professionals play in protecting our community.

IN TESTIMONY WHEREOF, I have hereto set my hand and caused to be affixed the official seal of the Village of Pinehurst in the State of North Carolina this, the 24th day of March 2026.

Patrick Pizzella, Mayor



Public Hearing - Monticello Drive Conditional Zoning Map Amendment

ADDITIONAL AGENDA DETAILS:

The purpose of the hearing is to consider an Official Zoning Map Amendment for approximately 5.19 acres of land located along Monticello Drive and further identified by Parcel ID #00019245. This proposed map amendment would zone the property from R-30 (Medium Density Residential) to R-15-CD (Medium Density Residential Conditional District) to allow for the development of an 8-unit single-family development. The property owner is Hallshan, LLC and applicant is John Greenbacker.

FROM: Alex Cameron, Planning & Inspections Director
CC: Village Council;
DATE OF MEMO: 03/16/2026

MEMO DETAILS

Request:

The applicant requests a conditional rezoning of +/- 5.19 acres from R-30 (Medium Density Residential) to R-15-CD (Medium Density Residential Conditional District) in order to allow for the development of an 8-lot subdivision. Both the R-30 and R-15 Zoning Districts are considered Medium Density Residential as indicated in Chapter 8.2.4 of the Pinehurst Development Ordinance (PDO). The requested change to R-15 from R-30-CD is to reduce the minimum lot size from 30,000 square feet to 15,000 square feet. The proposed rezoning to R-15-CD would allow for the development of more single-family residential lots than the R-30 zoning district, thus creating more density. The request is for a "conditional" zoning map amendment and as a condition of the rezoning, the applicant is proposing an increased rear setback from 30' to 50' to allow greater separation between the proposed and existing residential lots. A rear setback of 50' is greater than the requirements of the current R-30 zoning (30') and is consistent with the adjacent R-210 zoned property. A second requested condition is that no sidewalk be provided for the development. Per Chapter 9.17.1.19 of the PDO, sidewalks are required on one (1) side of all new streets when they serve eight (8) or more dwelling units.

Analysis:

Background/Location

The subject property is located within the Village's corporate limits and is defined as being Moore County Parcel ID # 00019245. The property owner is Hallshan, LLC and applicant is John Hall Greenbacker. The parcel has approximately 60 total feet of frontage along Monticello Drive.

Adjoining properties are a mix of residential and commercial zoned properties. There are R-210 zoned properties to the south and east located in the Country Club of North Carolina and R-10 zoned properties to the north that are located off Monticello Drive. There is a NC (Neighborhood Commercial) zoned property to the west where the Pinehurst Healthcare & Rehabilitation Center is located. A small portion of the PC (Public Conservation) zoning district is located across Monticello Drive and is adjacent to the 60 feet of street frontage. This parcel is owned by the Village of Pinehurst.

This property is classified as a suburban neighborhood in the Village of Pinehurst, 2019 Comprehensive Plan. This area is defined by the Comprehensive Plan as conventional suburban

development patterns of primarily detached single-family houses, but may also include multi-family, churches, schools, parks, and other public/civic uses. All uses permitted within the R-15 zoning district shall be available to the current property owner as well as any future owners.

Topography, Environmental & Utilities

The site has a slight variation in topography with a slight slope to the northeast portion of the parcel. The land is currently wooded from the access point on Monticello Drive and throughout the whole property. The property is not located within a watershed and public water and sewer are available on Monticello Drive. The site contains no floodplains, wetlands, or other environmental constraints that are known.

Neighborhood Meeting

A neighborhood meeting was required as part of the conditional rezoning request. The applicant conducted the neighborhood meeting on August 20, 2024, and the report is attached to the agenda item.

Plan Consistency

Both the existing and the proposed zoning districts for this property are consistent with the recommended land use for the area of “Suburban Neighborhood” as identified on the Conservation and Growth Map on page 62 of the 2019 Comprehensive Plan. Other potential applicable areas of the Comprehensive Plan include:

- Guiding Principle 2: Balancing Conservation & Growth. The Plan calls for the balancing of 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.
- Implementation Strategy 2.17 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.

Furthermore, Implementation Strategy 2.18 on page 115 of the Comprehensive Plan recommends exploring opportunities to improve the overall quality of new housing in the Village.

Planning and Zoning Board Recommendation

The Planning and Zoning Board held a public hearing during their regular meeting November 6, 2025, to consider the zoning map amendment. The Board received a report and presentation from staff, followed by a presentation and brief discussion with the applicant before receiving public comments. Comments and items discussed included the increase in density of the subject property, potential traffic concerns, and compatibility with the existing neighborhood. After carefully considering the proposal, comments from the public and the Comprehensive Plan, the Board voted unanimously to recommend denial of the zoning map amendment.

Staff Recommendation

The Planning Staff recommends the Village Council consider the proposals' consistency with the Comprehensive Plan, the recommendation of the Planning and Zoning Board and comments received in the public hearing.

Village Council Action and Conditional District Zoning Process

“Conditional” zoning map amendments are legislative decisions and must follow the statutory process requiring a public hearing and final action by the governing board (Village Council) after receiving a recommendation from the Planning and Zoning Board and Staff. Conditional zoning map amendments allow for specific development conditions and a site-specific plan to be considered. All conditions must be mutually agreed upon.

If there are more questions or concerns that need to be addressed, the Village Council may continue the public hearing to a specific date, place, and time. After conducting the public hearing, the Village Council may take any of the following actions:

- Approve the proposed zoning map amendment (must be done by adopting an ordinance)
- Reject the proposed zoning map amendment
- Defer action to a later meeting
- Refer the proposal back to the Planning and Zoning Board

When approving or rejecting a zoning map amendment, the Village Council must approve a statement of consistency with the adopted Comprehensive Plan. When approving a statement of consistency, Village Council must also adopt a brief statement explaining why the amendment is reasonable and in the best interest of the public. These statements may be combined.

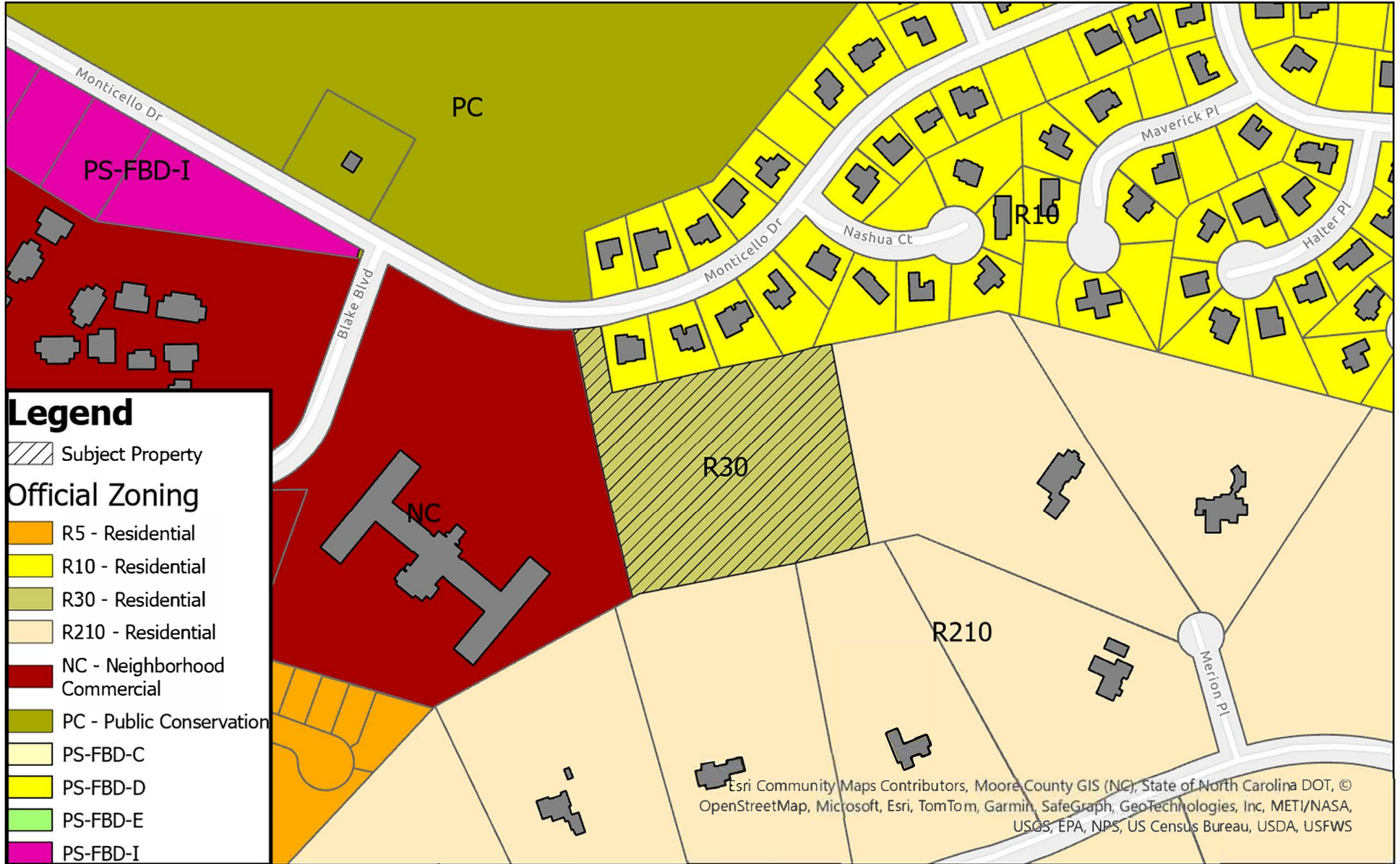
ATTACHMENTS

1. Zoning Map
2. Aerial Map
3. Environmental Map
4. Online Application
5. Project Narrative
6. General Concept Plan
7. Neighborhood Meeting Report












ATTACHMENTS

1. Zoning Map
2. Aerial view
3. Environmental Map
4. Application
5. Monticello Narrative
6. Monticello GCP
7. Monticello Neighborhood Meeting Report

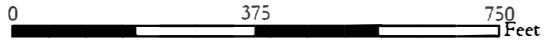
Zoning Map



Legend

-  Subject Property
- Official Zoning**
-  R5 - Residential
-  R10 - Residential
-  R30 - Residential
-  R210 - Residential
-  NC - Neighborhood Commercial
-  PC - Public Conservation
-  PS-FBD-C
-  PS-FBD-D
-  PS-FBD-E
-  PS-FBD-I

Esri Community Maps Contributors, Moore County GIS (NC), State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

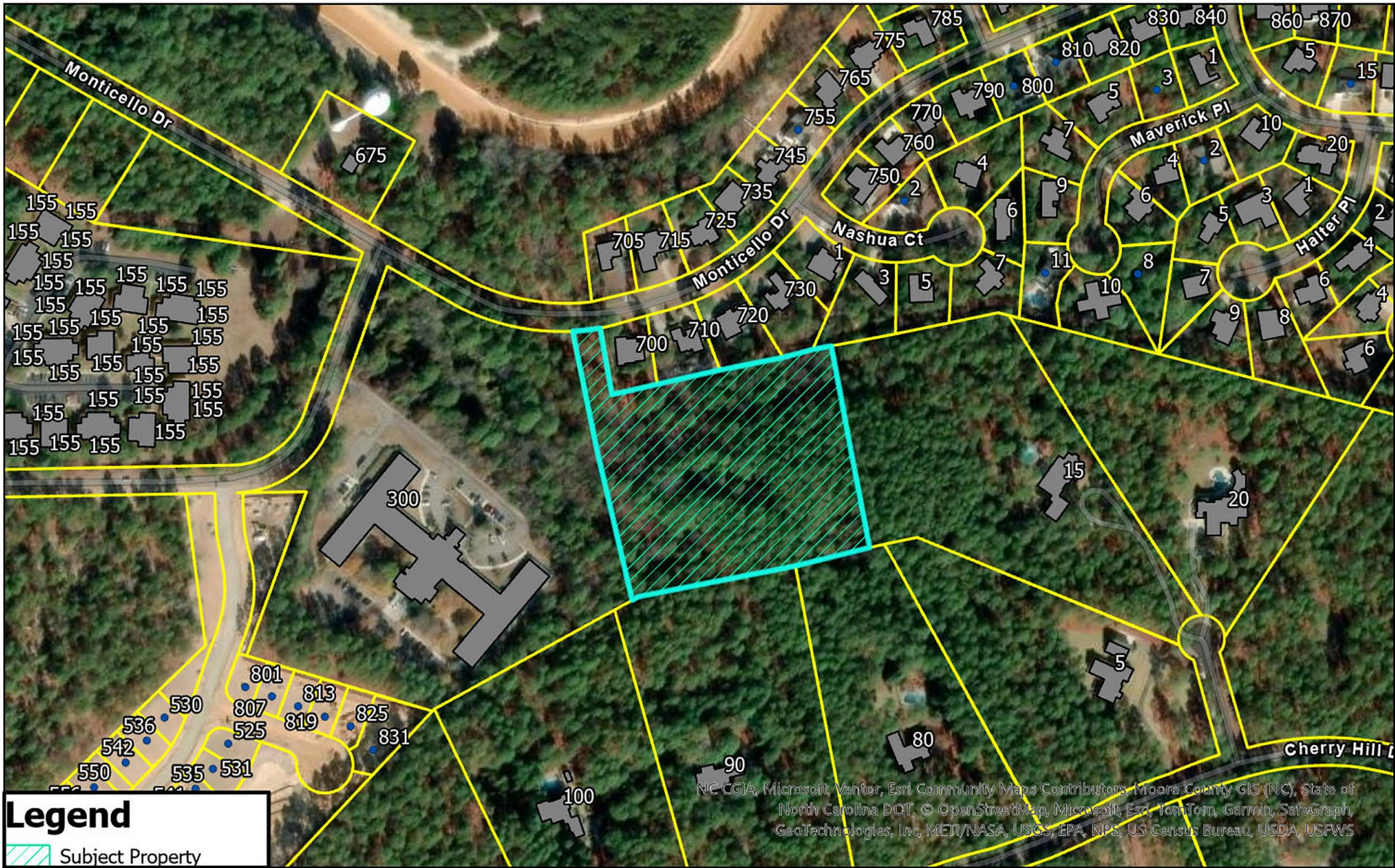


Village of Pinehurst Disclaimer: It is understood that the data contained herein is subject to constant change and that its accuracy cannot be guaranteed. The maps have been created from information provided by various government and private sources at various levels of accuracy. The data is provided to you "as is" with no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided herein. It is the responsibility of the user of the data to be aware of the data's limitations and to utilize the data in an appropriate manner. 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).

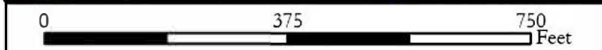
March 24, 2026
Monticello Dr. Parcel - PID #00019245
Rezoning Request



Aerial View



Legend
 Subject Property

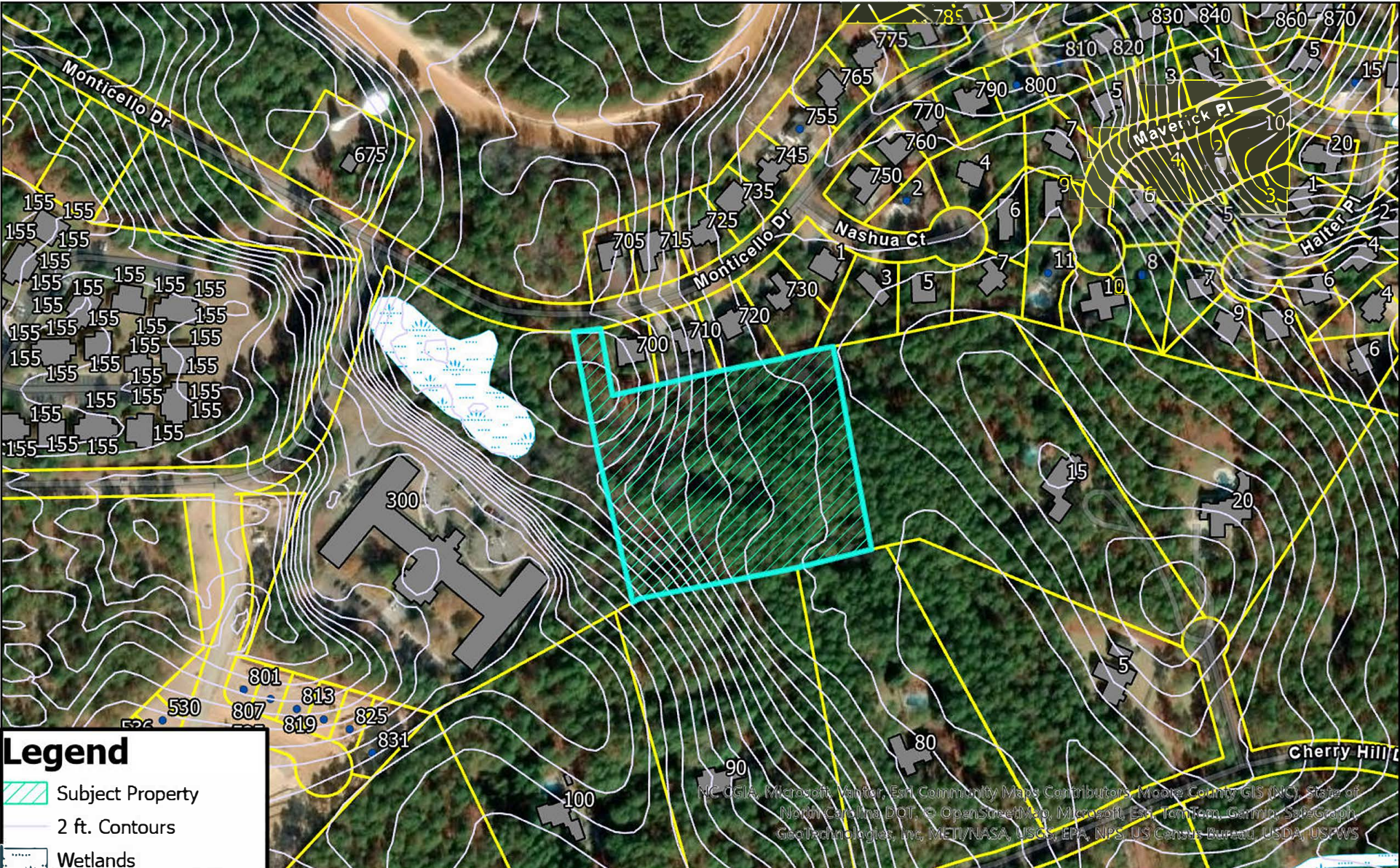


Village of Pinehurst Disclaimer: It is understood that the data contained herein is subject to constant change and that its accuracy cannot be guaranteed. The maps have been created from information provided by various government and private sources at various levels of accuracy. The data is provided to you "as is" with no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided herein. It is the responsibility of the user of the data to be aware of the data's limitations and to utilize the data in an appropriate manner. 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).

March 24, 2026
Monticello Dr. Parcel - PID #00019245
Rezoning Request



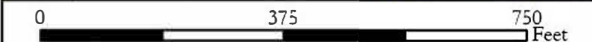
Environmental Map



Legend

- Subject Property
- 2 ft. Contours
- Wetlands

NC GIS, Microsoft, Yahoo, Esri, Community Maps Contributors, Moore County GIS (INC), State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, Safelink, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Village of Pinehurst Disclaimer: It is understood that the data contained herein is subject to constant change and that its accuracy cannot be guaranteed. The maps have been created from information provided by various government and private sources at various levels of accuracy. The data is provided to you "as is" with no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided herein. It is the responsibility of the user of the data to be aware of the data's limitations and to utilize the data in an appropriate manner. 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).

March 24, 2026
Monticello Dr. Parcel - PID #00019245
Rezoning Request



PLN-2025-00034 - Monticello Drive

Menu Help

File Date: [03/11/2025](#)

Application Status: [In Review](#)

Application Type: [Rezoning - Conditional](#)

Application Detail: [Detail](#)

Description of Work: [The applicant is proposing to rezone a parcel of land located on Monticello Drive from its current R30 zoning to R15-CD. Adjacent parcels are zoned NC, R10, and R210. R30 in this area. A proposed site plan for the property is included with the application. The site plan proposes 8 single family lots all exceeding the R15 lot size requireme...](#)
[Monticello drive via a new roadway. Increased rear building setbacks for all lots is being proposed as a condition of the rezoning. Rear building setbacks for all lots would requirement.](#)

Application Name: [Monticello Drive](#)

Address: [690 Monticello Dr. 28374](#)

Owner Name: [HALLSHAN, LLC](#)

Owner Address: [54 ROYAL COUNTY DOWN, PINEHURST](#)

Parcel No: [00019245](#)

Contact Info:	Name	Organization Name	Contact Type	Contact Primary Address	Status
	JOHN GREENBACKER		Applicant	Business, 140 Applecro...	Active

Licensed Professionals Info:	Primary	License Number	License Type	Name	Business Name	Business License #
	Yes	1229	Architect	Bob Koontz	Koontz Jones De...	

Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$5,000.00](#)

Total Fee Invoiced: [\\$5,000.00](#)

Balance: [\\$0.00](#)

Custom Fields: GENERAL INFORMATION

Project Description The applicant and property owner, Hallshan, L... LC, seeks to develop a residential developmen... t of eight (8) single-family detached homes to b... e located on the ±5.19 acre property. This con... ditional rezoning application proposes rezoning... the parcel to R-15-CD. The attached documen... ts and application include the applicant's propo... sal for the property's Conditional District (R-15... CD) zoning.	Current Zoning District R-30 – Residential	Proposed Zoning District Conditional District
Reason for Rezoning Request The applicant and property owner, Hallshan, L... LC, seeks to develop a residential developmen... t of eight (8) single-family detached homes to b... e located on the ±5.19 acre property. This con... ditional rezoning application proposes rezoning... the parcel to R-15-CD. The attached documen... ts and application include the applicant's propo... sal for the property's Conditional District (R-15... CD) zoning.	Legal Basis for Application Property Owner in Village Planning Jurisdiction	Number of Parcels to be Rezoned 1
Number of Acres to be Rezoned 5.19	Existing Use Vacant	Proposed Use Single Family Medium Density
Conditions of Rezoning - Requested (If Any) Refer to Narrative	Rezoning Results in an Increase of Density or Intensity of Uses? Yes	Date of Adjacent Property Owner Meeting (If Incr... 08/20/2024
Other Information -		

LOCATION INFORMATION

Overlay District N/A - No Overlay District	Roads Public	Water Provider Moore County
Sewer Provider Moore County		

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Acceptance		Accepted	03/12/2025	Michael Mandeville
	Review for Completeness	Alex Cameron	Application ...	10/07/2025	Michael Mandeville
	Building Review	Scott Thomas	In Progress	10/15/2025	Michael Mandeville
	Fire Review		Approved	10/15/2025	Fire Department
	Engineering Review	Mike Apke			
	Traffic Review	Mike Apke			
	Planning Review	Alex Cameron	Approved	10/15/2025	Michael Mandeville
	Administration Review				
	Historic Review				

Record Details

Task	Assigned To	Status	Status Date	Action By
Utilities Review	Alex Cameron			
Public Services Review	Mike Apke			
TRC Review Consolidation	Alex Cameron			
TRC Review Distribution	Alex Cameron	Distributed ...	10/07/2025	Michael Mandeville
PandZ Public Hearing N...	Alex Cameron			
Property Owner Notific...	Alex Cameron			
Staff Report - PandZ	Alex Cameron	In Progress		
P and Z Hearing	Alex Cameron			
Staff Report - Council	Alex Cameron	In Progress		
Council Hearing	Alex Cameron			
Council Notification	Alex Cameron			
County Notification	Alex Cameron			
Case Complete	Alex Cameron			

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By
------	----------------	--------	------------	----------	-----------

Documents:

File Name	Document Group	Category	Description	Type	Docur
Monticello GeneralConc...	PLN	Plan	General Concept Plan	application/pdf	Uploac
Pre-Application Review...	PLN	Other	Pre-App Comment Res...	application/pdf	Uploac
Monticello Neighborhoo...	PLN	Other	Neighborhood Meetin...	application/pdf	Uploac
Monticello Conditional...	PLN	Other	Conditional Rezonin...	application/pdf	Uploac
1st review comments	PLN			application/msword	Uploac
Engineering Comments -...	PLN			application/msword	Uploac
PLN-2025-00034 Montice...	PLN			application/pdf	Uploac
MonticelloPlan 2025-05-27	PLN	Site Plan		application/pdf	Uploac
RCW	PLN			application/pdf	Uploac
1st review comment res...	PLN	Other		application/pdf	Uploac
fd comments	PLN			application/pdf	Uploac
PLN-2025-00034 Monti...	PLN	Other		application/pdf	Uploac
Engineering comments 2...	PLN			application/msword	Uploac
2nd Review Comments 6-...	PLN			application/pdf	Uploac
Blake Blvd & Monticell...	PLN			application/pdf	Uploac
MonticelloPlan 2025-08-13	PLN	Site Plan		application/pdf	Uploac
MonticelloRCW	PLN	Other		application/pdf	Uploac
NCRRS Fire Flow Calcul...	PLN			application/pdf	Uploac
WO-071525-022 Hydrant ...	PLN			application/pdf	Uploac
Engineering final comm...	PLN			application/pdf	Uploac

[Show all](#)

Application Comments:

View ID	Comment	Date
KBROWN	None	03/12/2025

Initiated by Product: AV360

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments
-----------------	----------------	-----------	--------	----------

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments
-----------------	-----------------	-----------	--------	----------

Required Inspections:

**MONTICELLO DRIVE
CONDITIONAL REZONING NARRATIVE AND CONDITIONS**

The property described as Monticello Drive in the submitted documents and exhibits is a ±5.19-acre parcel located within the Monticello neighborhood in Pinehurst. It is located on the south side of and accessed via Monticello Drive. Zoning for the property is currently designated as R-30, Medium Density Residential and is bordered to the west by the Pinehurst Healthcare and Rehabilitation Center (Neighborhood Commercial), and to the south and east by The Country Club of North Carolina development (R-210). Adjacent parcels located to the north along Monticello Drive are zoned R-10, Medium Density Residential, which is consistent with the overall Monticello neighborhood (Phase 1, Unit 8).

The applicant and property owner, Hallshan, LLC, seeks to develop a residential development of eight (8) single-family detached homes to be located on the ±5.19 acre property. This conditional rezoning application proposes rezoning the parcel to R-15-CD. The attached documents and application include the applicant's proposal for the property's Conditional District (R-15-CD) zoning.

PROJECT DESIGN AND CONDITIONS

A. Streets and Access

- 1) Access will be provided from Monticello Drive, a public street. The property contains a ±60' 'flag' connection to Monticello Drive and a new public roadway will be constructed which will connect to Monticello Drive through this 'flag' portion of the property. The proposed residential lots will be accessed via the new roadway. The new roadway will terminate with a cul-de-sac which is consistent with other areas of the existing development. The roadway will have a 60' public right-of-way.
- 2) It is intended that the new roadway fit the character of the existing development where no curb and gutter currently exist. Per the Village's Engineering Standards and Specifications manual, this is permitted with a 60' right-of-way which has been proposed.
- 3) Matching the character of the existing neighborhood, a sidewalk has not been proposed. No sidewalks exist within the adjacent neighborhood, thus any new sidewalk within the proposed development will not connect to an existing pedestrian system. As a **condition** of the rezoning, a sidewalk within the development is not proposed.
- 4) All streets will be designed to accommodate emergency vehicles per Pinehurst Village Roadway Design Standards.
- 5) Street trees will be provided as required along the new public roadway.

B. Lot Sizes & Setbacks

- 1) With the proposed conditional rezoning, the property will be zoned R-15-CD and will meet the R-15 dimensional requirements per Table 9.2a of the PDO unless otherwise noted.
- 2) The minimum lot size per the R-15 dimensional requirements is 15,000 SF. As proposed, all lots will exceed the minimum lot size and thus be larger than the neighboring R-10



zoned residential lots within the existing development which require a minimum lot size of 10,000 SF.

- 3) Front & Side building setbacks will follow the R-15 dimensional requirements of 30' (front), 15' (side), & 20' (side street). As a **condition** of the rezoning, rear setbacks will be increased from 30' to 50' to allow for greater separation between the proposed and existing residential developments. A rear setback of 50' is also greater than the requirements of the current R-30 zoning (30') and is consistent with adjacent R-210 zoned property.
- 4) Setbacks are shown on the submittal package's General Concept Plan on sheet L-1.0.

C. Stormwater

- 1) Stormwater management best practices will be applied as necessary to control and treat stormwater runoff for the project. Stormwater will be controlled and treated for the total new impervious surface created by the site's development.
- 2) Stormwater runoff is proposed to be controlled on-site utilizing a basin located on the eastern side of the property. This area is the lowest spot on the property and the natural drainage collection area.
- 3) The applicant will obtain permits required by all state and local agencies for stormwater management on the site.
- 4) The property does not fall within a watershed or high-quality water area.

D. Utility Service

- 1) Moore County Public Utilities can provide adequate water and sewer service to service this development. Utilities currently exist on Monticello Drive and the property will be designed to connect to existing utilities.
- 2) Due to the existing topography of the site, individual septic pump discharge tanks have been proposed for each lot. Individual discharge lines will then connect to a public sewer service line. Individual homeowners or the POA/HOA will be responsible for maintaining the discharge lines. A preliminary utility layout has been provided on Sheet L-1.1 included in this application.
- 3) Power is readily available for the property. There is an existing overhead power line and associated easement running along the northern portion of the property and crosses along the flag portion of the parcel. This power line and easement will remain, and any requirements associated with said power line and easement will be met. The applicant will work with Duke Energy as needed at the time of site plan design and construction.

E. Lighting

- 1) All street lighting and any additional lighting will meet the standards of Section 9.8 of the PDO.

F. Soil Erosion and Sediment Control

- 1) Soil erosion and sediment control during construction will be provided per Section 9.12 of the PDO and all state standards.
- 2) The developer will obtain an erosion control permit from NCDWQ for the project as required.

G. Project Conditions

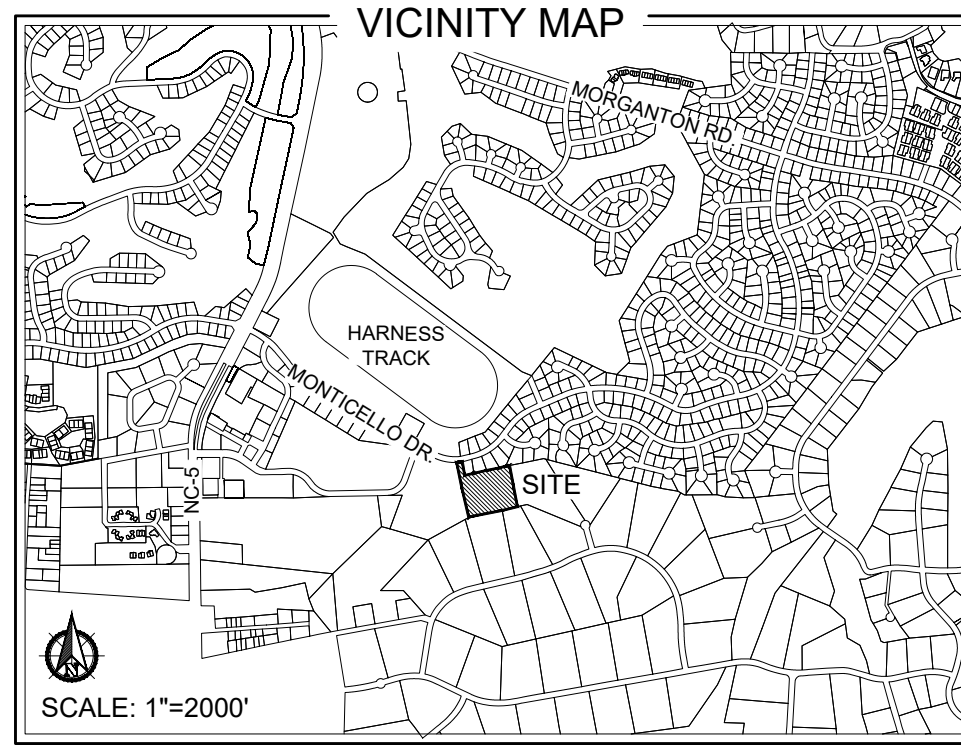
- 1) As a part of the conditional rezoning application, two conditions have been proposed and are described below. Unless otherwise noted, the project will follow all requirements of the Village of Pinehurst PDO and the Engineering Standards and Specifications manual.
 - As a **condition** of the rezoning, a sidewalk within the development is not

proposed. To match the character of the existing neighborhood, no sidewalk will be built within the proposed development. There are no sidewalks along any of the existing roadways within the Monticello neighborhood. Any sidewalks built within the proposed development will not connect to an existing pedestrian network or trail system and will only internally serve the eight (8) lots proposed.

- As a **condition** of the rezoning, rear setbacks will be increased to 50'. Per the dimensional requirements table, R-15 zoning requires a rear building setback of 30'. To allow for greater separation between the proposed and existing residential developments, the rear setback will be increased to 50'. This setback is greater than the current R-30 rear setback requirement (30') and is consistent with the adjacent R-210 zoned property.

The descriptions and conditions described above will apply to the entire project as indicated in the Conditional District General Concept Plan document

Should the PDO be modified after this application is approved, all standards referenced above as meeting PDO standards will be based on the PDO standards in effect on that date. In the event of modifications to the PDO, the applicant reserves the right to accept the new PDO standards for property development.



ZONING INFORMATION

EXISTING ZONING CLASSIFICATION: R-30
 PROPOSED ZONING CLASSIFICATION: R-15-CD

SETBACKS (PROPOSED):
 FRONT: 30'
 SIDE: 15'
 SIDE STREET: 20'
 PROPOSED REAR (ALL LOTS): 50'

PROPERTY INFORMATION

PROPERTY OWNER:
 HALLSHAN, LLC
 54 ROYAL COUNTY DOWN
 PINEHURST, NC 28374

PIN: 856109271476 PARCEL ID: 00019245
 DB: 6130 PG: 10

TOTAL ACREAGE: ±5.19 AC

TOTAL LOTS: 8 SINGLE FAMILY (1.54 UNITS / AC)

OPEN SPACE: ±0.40 AC (7.7%)

IMPERVIOUS SURFACE: ±0.38 AC (8.4 %)
 -EXCLUDES RESIDENTIAL LOTS
 -INDIVIDUAL LOTS WILL BE RESTRICTED TO NO MORE THAN 37.5% IMPERVIOUS SURFACE

CONDITIONS

1. WAIVER FROM THE ESSM TO OMIT CURB AND GUTTER FROM THE NEW ROADWAY.
2. WAIVER FROM SECTION 9.17.1.19 OF THE PDO TO OMIT SIDEWALK REQUIREMENTS.
3. PROPOSED INCREASED REAR YARD BUILDING SETBACK OF 50'
4. REDUCTION IN THE VILLAGE'S STANDARD 60' RIGHT-OF-WAY WIDTH FOR STREETS WITHOUT CURB AND GUTTER TO THE CURRENT WIDTH AVAILABLE (59.3' AND 59.8') ON THE NORTH END OF THE PARCEL

TRIP GENERATION

ITE LAND USE CODE 210 - SINGLE-FAMILY DETACHED HOUSING - 8 DWELLING UNITS

WEEKDAY TRIPS: 99 TRIPS

WEEKDAY AM PEAK HOUR (BETWEEN 7AM - 9AM):
 7 (2 INBOUND AND 5 OUTBOUND)

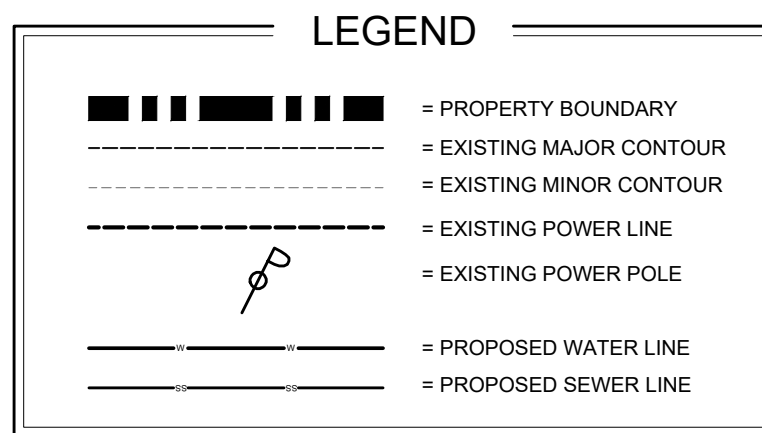
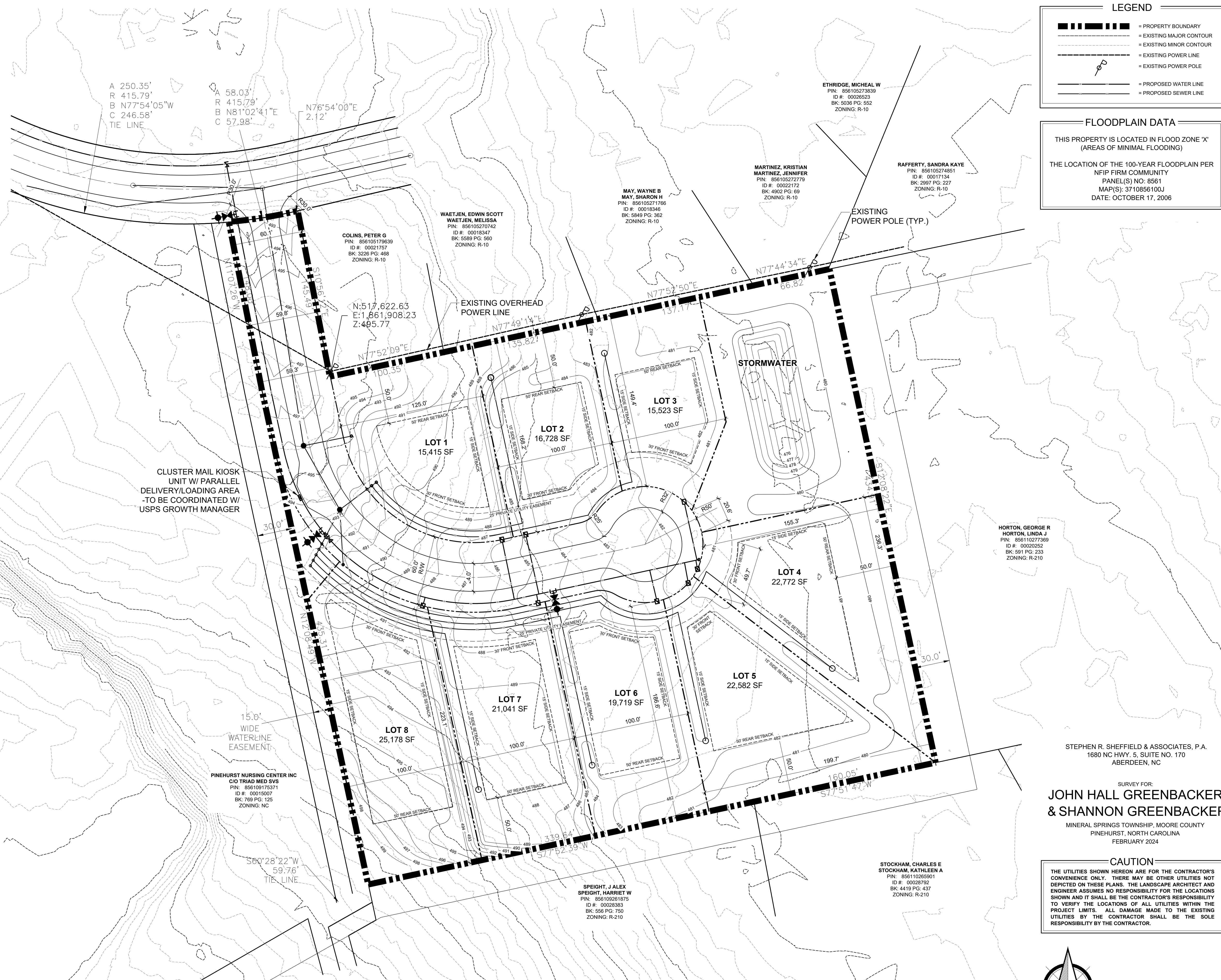
WEEKDAY AM PEAK HOUR (BETWEEN 7AM - 9AM):
 9 (6 INBOUND AND 3 OUTBOUND)

NOTES

PER THE VILLAGE'S ESSM, THE MINIMUM FIRE-FLOW REQUIREMENT FOR SINGLE FAMILY DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA WHICH DOES NOT EXCEED 3,600 SQUARE FEET SHALL BE 1,000 GALLONS PER MINUTE (GPM), AND THE FIRE-FLOW REQUIREMENT FOR DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA IN EXCESS OF 3,600 SQUARE FEET SHALL NOT BE LESS THAN 1,500 GPM.

GRADING / DRAINAGE NOTES:

1. ALL GRADINGS SHOWN IS CONCEPTUAL IN NATURE. DETAILED GRADING PLANS WILL BE PROVIDED DURING THE PERMITTING OF THE DEVELOPMENT.
2. STORMWATER MANAGEMENT DEVICES WILL FOLLOW THE VILLAGE OF PINEHURST STANDARDS AND BE APPROVED BY THE VILLAGE ENGINEER. DETAILED STORMWATER MANAGEMENT PLANS AND CALCULATIONS WILL BE PROVIDED DURING PERMITTING OF THE DEVELOPMENT.



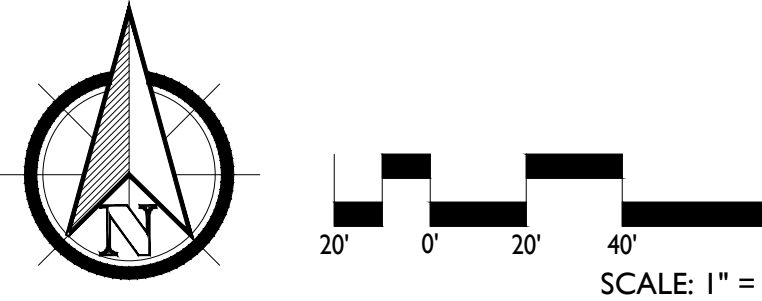
FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY PANEL(S) NO: 8561
 MAP(S): 3710856100J
 DATE: OCTOBER 17, 2006

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.



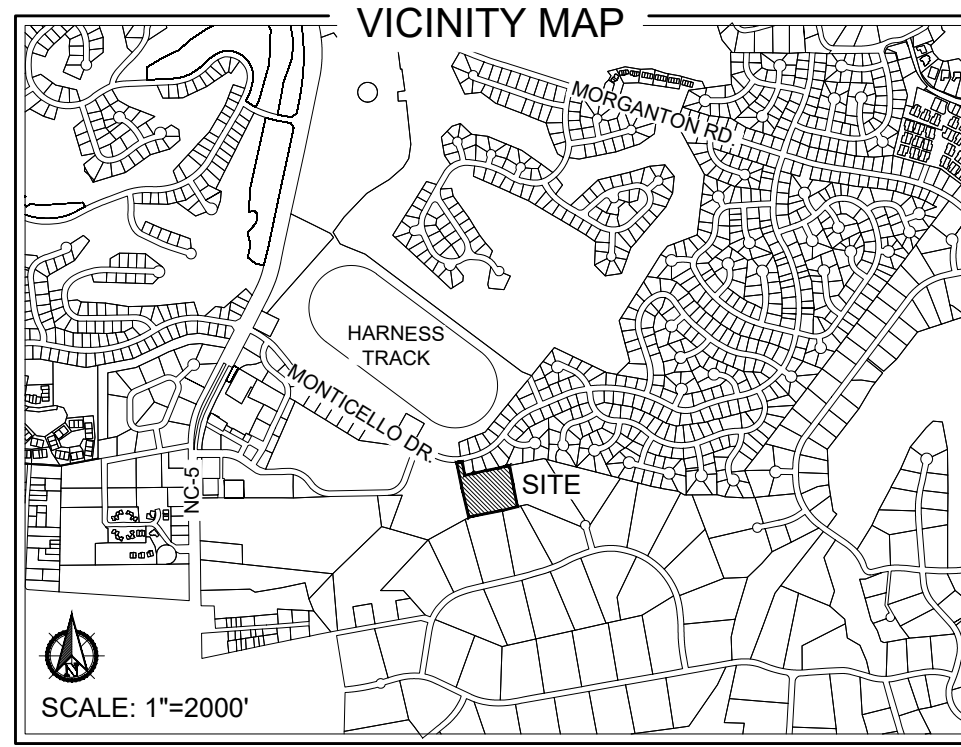
REVISIONS:

MONTICELLO DRIVE
 PINEHURST, NORTH CAROLINA

GENERAL CONCEPT PLAN

DATE: 08-13-2025
 DESIGNED BY: REK
 DRAWN BY: PJS
 CHECKED BY: REK
 SCALE: 1" = 40'-0"
 PROJECT #: KRD22076
 SHEET NUMBER:
L-1.0





ZONING INFORMATION

EXISTING ZONING CLASSIFICATION: R-30
 PROPOSED ZONING CLASSIFICATION: R-15-CD

SETBACKS (PROPOSED):
 FRONT: 30'
 SIDE: 15'
 SIDE STREET: 20'
 PROPOSED REAR (ALL LOTS): 50'

PROPERTY INFORMATION

PROPERTY OWNER:
 HALLSHAN, LLC
 54 ROYAL COUNTY DOWN
 PINEHURST, NC 28374

PIN: 856109271476 PARCEL ID: 00019245
 DB: 6130 PG: 10

TOTAL ACREAGE: ±5.19 AC

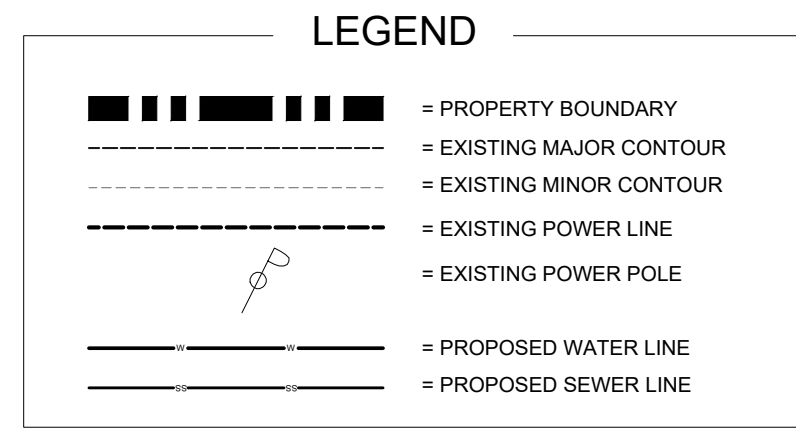
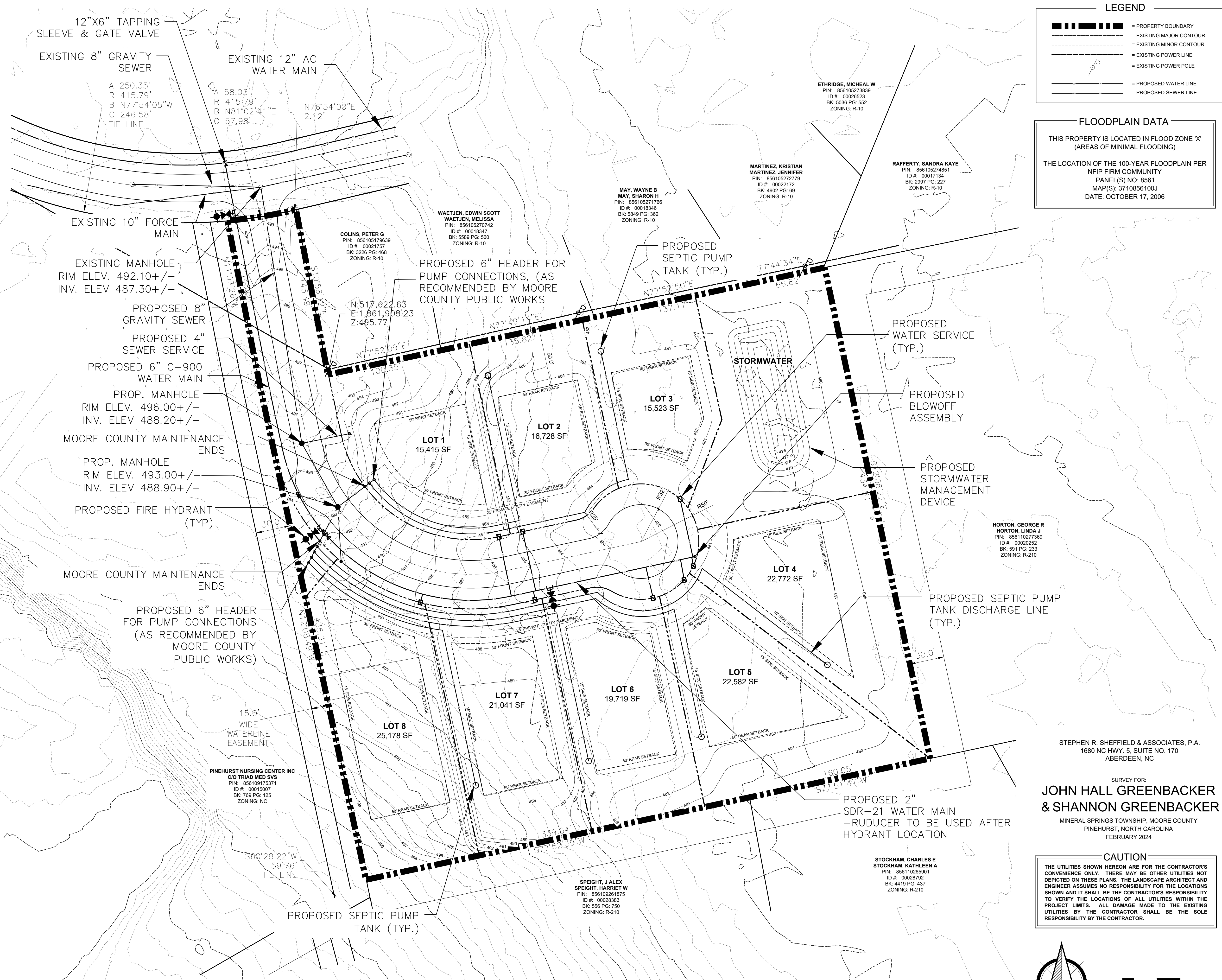
TOTAL LOTS: 8 SINGLE FAMILY (1.54 UNITS / AC)

OPEN SPACE: ±0.45 AC (8.7%)

IMPERVIOUS SURFACE: ±0.38 AC (8.4%)
 EXCLUDES RESIDENTIAL LOTS
 INDIVIDUAL LOTS WILL BE RESTRICTED TO
 NO MORE THAN 37.5% IMPERVIOUS
 SURFACE

NOTES

PER THE VILLAGE'S ESSM, THE MINIMUM FIRE-FLOW REQUIREMENT FOR SINGLE FAMILY DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA WHICH DOES NOT EXCEED 3,600 SQUARE FEET SHALL BE 1,000 GALLONS PER MINUTE (GPM), AND THE FIRE-FLOW REQUIREMENT FOR DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA IN EXCESS OF 3,600 SQUARE FEET SHALL NOT BE LESS THAN 1,500 GPM.



FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY PANEL(S) NO: 8561
 MAP(S): 3710856100J
 DATE: OCTOBER 17, 2006

KOONTZJONESDesign
 LAND PLANNING | LANDSCAPE ARCHITECTURE

140 APRILCROSS ROAD, SUITE B
 PINEHURST, NC 28374
 P: (910) 684-6867
 W: www.koontzjonesdesign.com

REVISIONS:

REVISIONS:

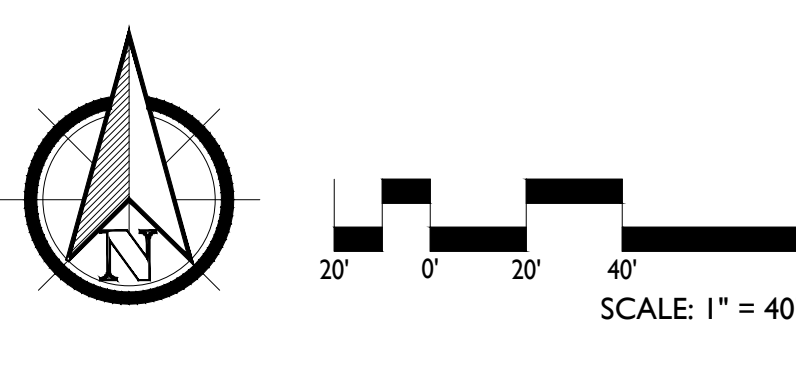
REVISIONS:

STEPHEN R. SHEFFIELD & ASSOCIATES, P.A.
 1680 NC HWY. 5, SUITE NO. 170
 ABERDEEN, NC

SURVEY FOR:
JOHN HALL GREENBACKER & SHANNON GREENBACKER
 MINERAL SPRINGS TOWNSHIP, MOORE COUNTY
 PINEHURST, NORTH CAROLINA
 FEBRUARY 2024

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.



MONTICELLO DRIVE
 PINEHURST, NORTH CAROLINA

PRELIMINARY UTILITIES PLAN

DATE: 08-13-2025
 DESIGNED BY: REK
 DRAWN BY: PJS
 CHECKED BY: REK
 SCALE: 1" = 40'-0"
 PROJECT #: KRD22076
 SHEET NUMBER:
L-1.1



NEIGHBORHOOD MEETING REPORT

DATE: August 20, 2024

PROJECT: Monticello Drive – Conditional Rezoning

LOCATION: Village Hall
395 Magnolia Road
Pinehurst, NC 28374

SUBMITTED BY: Bob Koontz

ATTENDEES: Bob Koontz, Koontz Jones Design, PLLC
Paul Saathoff, Koontz Jones Design, PLLC
John Hall Greenbacker, Property Owner

An informal Neighborhood Meeting was held on Tuesday, August 20, 2024, from 4:00 p.m. to 6:00 p.m. in the Village of Pinehurst Village Hall. The Village of Pinehurst requires this meeting for Conditional District rezoning applications. This meeting allowed adjoining property owners to review the proposed plans for the project and discuss the plans with the development team. Neighborhood meetings provide the applicant with an important dialogue with adjacent owners to understand the issues and concerns of the residents living near the proposed project. A site plan, existing site conditions, aerial photograph, and overall aerial property map were available for review. All adjoining parcel owners within the direct vicinity of the proposed property were notified by letter at least ten (10) days before the meeting date.

Representatives from three of the adjoining properties located along the north side of the property took the opportunity to review the plans and discuss the project with the development team. (See attached sign-in sheet)

Questions relating to many aspects of the development were raised and responded to by the development team based on the current direction of the plan. The adjoining owners were interested in what would be developed next to their residences. The following is a list of questions posed to the development team and dialogue related to those questions:

- How far will the buildings be setback from the property boundaries?: It was explained that, as proposed, the R-15 zoning requires a 30' rear setback, which is greater than the adjacent R-10 zoning. It was also explained that as a condition of the rezoning, lots adjacent to existing R-210 zoning would have an increased rear setback of 50', equal to



that of the R-210 zoning requirements. Discussion occurred with both the applicant and adjacent owners about providing a buffer or increased setback next to their property. It was discussed that with the conditional rezoning application could propose an increased rear setback of 50' for all lots. With the conditional district this could occur and be greater than the R-30 required setbacks.

- Location of existing overhead power line and poles: It was noted by neighbors that there is an existing overhead power line, easement, and poles located on the property. The applicant team pointed out the location of the overhead line and poles on the plans. The overhead line runs just north of the proposed property boundary before cutting through the 'flag portion' of the parcel. It was noted that easement falls on both the adjacent and proposed properties and that this will remain, and that any requirements related to the easement and powerline will be met.
- Number of lots: It was discussed with the adjacent property owners that the plan proposed 9 single family lots but that it would likely be reduced to 8 lots to accommodate for stormwater management on the eastern side of the property. The probable location was shown by the applicant's team. It was also described that the current R-30 zoning would allow for approximately 5-6 lots.



Robert Koontz, RLA

These notes reflect the author's interpretation of the events during the referenced meeting. Any additions or modifications required should be submitted to the author in writing.

Photos of the Neighborhood meeting setup:







FY 2026 Audit Contract ADDITIONAL AGENDA DETAILS:

FROM: Dana Van Nostrand, Financial Services Director
CC: Village Council;
DATE OF MEMO: 02/26/2026

MEMO DETAILS

Each year we award the Village's audit contract to an independent auditor in accordance with North Carolina General Statutes. This year I issued a Request for Proposals for audit services. An RFP hadn't been done for many years and there is no requirement to do an RFP after a certain period of time. After many years with the same auditor (though the firm's name changed through mergers and acquisitions over time), the fee was higher than I felt was fair for the Village's audit. The RFP this year ensured the Village receives a quality audit from a reputable firm for a reasonable price.

The Village received six (6) proposals which were narrowed down to three (3) based on the proposed fees over three years, qualifications of the audit team, the firm's ability to perform the Village's audit on our preferred timeline, and an overall assessment of the services outlined in the proposal. The Village's incumbent auditor, Forvis Mazars, did not respond to the RFP. All six firms have the required licenses with the North Carolina State Board of CPA Examiners with no disciplinary actions and a recent peer review report with a "pass" rating. Three of the firms were eliminated from consideration based on cost and other factors. References were checked for the final three firms: AAPG, LLP, Mauldin & Jenkins, and Sharpe Patel.

Mauldin & Jenkins was not the lowest cost, but I feel the additional \$2,250 in fee for FY 2026 compared to the lowest cost proposal (estimated to be \$7,250 more over the three years) is worthwhile for the additional level of services we would receive from M&J vs. the lowest cost proposal. The key reasons I recommend M&J over the other firms are:

- M&J performs more local government audits in the US than any other firm and has been serving NC clients for 15 years. Moore County, Southern Pines, Garner, Chapel Hill, and Carrboro were provided as references and I spoke with all of them.
- M&J will perform fieldwork both on-site and remote, based on our preference. Since we are very paper-based, it is much easier for us to pull the paper records for the auditor to review in person than to have to scan everything to them if they are fully remote.
- M&J will staff our audit from the Raleigh office and references indicated they have good continuity of their audit teams from year to year.
- They have a robust file sharing platform that the references really like. They feel it gives good insight into the status of the audit, and they use it to communicate about open items and questions rather than sending a lot of emails.
- M&J offers complimentary webinars and training to clients that earn continuing professional education (CPE) credits, helping to offset the cost of CPEs for finance staff.
- Their annual price increases in the proposal are reasonable (\$2,000 per year) and the reference that has been with them for 8 years said their annual increases have always been fair.
- Overall, the references expressed they are knowledgeable, professional, well-organized, very

responsive, and stick to the timelines. They are also very flexible in meeting clients' needs and are a great resource.

Based on the proposed fees, qualifications, audit approach, technical assistance provided, and references, I recommend awarding the FY 2026 audit contract to Mauldin & Jenkins with a cost of \$40,000. This is a decrease of \$15,125 from the FY 2025 audit fee of \$55,125. The *estimated* fees for the FY 2027 and FY 2028 audits are as follows. These estimated fees are not binding but helped in evaluating the proposals since annual cost escalation is a factor in our decision.

Fiscal Year	Base Fee	\$	%
		Increase	Increase
FY 2027	\$42,000	\$2,000	5.00%
FY 2028	\$44,000	\$2,000	4.76%

The Village should not need a federal or state single audit of grant funding in FY 2026 since the single audit thresholds have been raised to \$1,000,000 in expenditures for each. Should a single audit be required, an additional fee of \$5,000-\$8,000 per major program will be billed.

My recommendation was reviewed with the Village Manager and Mr. Willardson supports this proposal.

Attached are the draft LGC audit contract form and draft engagement letter for the FY 2026 audit for your review. Please let me know if you have any questions or concerns.

Absent any concerns, I request the Village Council approve entering into an agreement with Mauldin & Jenkins to perform the FY 2026 audit for the Village of Pinehurst.

ATTACHMENTS

1. Village of Pinehurst Engagement Letter (2026)
2. Village of Pinehurst Audit Contract (LGC-205)



March 12, 2026

Honorable Mayor and Members of the
Village Council
Village of Pinehurst, North Carolina
395 Magnolia Road
Pinehurst, North Carolina 28374

Attn: Dana Van Nostrand, Financial Services Director and Doug Willardson, Village Manager

The following represents our understanding of the services we will provide the Village of Pinehurst, North Carolina (“Pinehurst”).

You have requested that we audit the financial statements of the governmental activities and each major fund of the Village of Pinehurst, North Carolina, as of June 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise Pinehurst’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting standards generally accepted in the United States of America (US GAAP) require that management’s discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s Discussion and Analysis (MD&A).
2. Budgetary comparison schedules for the General Fund and Sandhills Metropolitan Planning Organization.
3. Schedule of Proportionate Share of the Net Pension Liability – Local Government Employees’ Retirement System (LGERS).
4. Schedule of Contributions – LGERS.

5. Schedule of Changes in the Total Pension Liability and Related Ratios – Law Enforcement Officers’ Special Separation Allowance (LEOSSA).
6. Schedule of Total Pension Liability as a Percentage of Covered Employee Payroll – LEOSSA.

Supplementary information other than RSI will accompany Pinehurst’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Individual fund statements and budget schedules.
2. Schedule of Capital Assets Used in the Operation of Governmental Funds.
3. Schedule of Ad Valorem Taxes Receivable.
4. Analysis of Current Tax Levy.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section.
2. Statistical section.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Pinehurst’s ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risk during our audit to date that require special audit consideration:

- Management override of controls is considered an inherent risk according to GAAS

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. Furthermore, the determination of waste and abuse is subjective and *Government Auditing Standards* does not require auditors to perform specific procedures to detect waste or abuse nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Village of Pinehurst's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with US GAAP;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements including the disclosures such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials;

10. For the accuracy and completeness of all information provided;
11. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
12. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Pinehurst's basic financial statements. Our report will be addressed to the Village Council of Pinehurst. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Pinehurst is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will provide copies of our reports to Pinehurst; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reasons, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the

work we have to do to complete our engagement, resulting in an increase in fees over our original estimate. It may also significantly change original timelines for estimated completion of the audit.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete, including as it pertains to any information shared with Mauldin & Jenkins through SuraLink.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We expect to begin our audit in April 2026 and to issue our reports no later than December 31, 2026. Timothy M. Lyons is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$40,000 for the year ended June 30, 2026. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Invoices are payable on presentation; a service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary or if there are significant delays in receiving the information needed to complete our audit procedures, the above fee estimate may need to be revised.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a

party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Village Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain audit documentation available to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MAULDIN & JENKINS, PLLC



Timothy M. Lyons

RESPONSE:

This letter correctly sets forth the understanding of the Village of Pinehurst, North Carolina.

By: _____

Title: _____



The	Governing Board
of	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)

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

and	Auditor Name
	Auditor Address

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
-----	--------------------	-------------------------------------

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by “U.S. Auditing Standards – AICPA (Clarified),” referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

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

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance.

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.
20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

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

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.

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

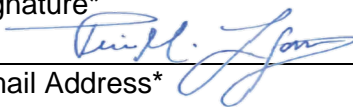
33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature* 
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit*	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

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

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Preaudit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PREAUDIT CERTIFICATE

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

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Preaudit Certificate*	Email Address*

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