



Village Council
Agenda for Regular Meeting of March 25, 2025
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 Pastor Hugh Tudor-Foley
 - B. Pledge of Allegiance by Charlotte Baxter
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 11, 2025, Regular Meeting Minutes
 2. March 11, 2025, Work Session Minutes

End of Consent Agenda

5. Proclamation
 - A. 2025 Arbor Day Proclamation
6. Public Comments
7. Public Hearing
 - A. Public Hearing for an Official Zoning Map Amendment (Trotter Dr.)

The purpose of the hearing is to consider an Official Zoning Map Amendment for approximately 8.04 acres of land (four parcels) located in the vicinity of Trotter Drive west of NC Highway 5 currently owned by Red Pine Investments, LLC and further identified by

Parcel ID #'s 00052965, 00052966, 00052967, and 00052968. This proposed map amendment would zone the property from PS-FBD-H (Pinehurst South Form Based District Block H) to PS-FBD-H-CD (Pinehurst South Form Based Conditional District Block H). The proposed rezoning and associated General Concept Plan would allow for the development of 48 single-family detached cottages. The applicant is Michael Etowski of Red Pine Investments, LLC.

8. Ordinance

- A. Consider Ordinance 25-06 Trotter Drive Zoning Map Amendment

9. Resolutions

- A. Consider Resolution 25-10 Appointment of Mr. Bruce Geddes to the Neighborhood Advisory Committee (Western ETJ)
- B. Consider Resolution 25-09 Authorizing the Sale of Certain Real Property at Public Auction (Longleaf Dr.)
- C. Consider Resolution 25-11 Opposing Senate Bill 382

10. Ordinance

- A. Consider Ordinance 25-05 Amending the SMPO Special Revenue Fund Budget

11. Regular Business

- A. FY 2025 Audit Contract
- B. Debrief on the Moore County Land Use Plan

12. Other Business

13. Motion to Adjourn

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

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

Values: Service, Initiative, Teamwork, and Improvement.



Invocation by Pastor Hugh Tudor-Foley
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/24/2025

MEMO DETAILS

ATTACHMENTS

None



Pledge of Allegiance by Charlotte Baxter
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/18/2025

MEMO DETAILS

ATTACHMENTS

None



March 11, 2025, Regular Meeting Minutes
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/13/2025

MEMO DETAILS

ATTACHMENTS

1. 03.11.2025 DRAFT Regular Meeting Minutes



**Village Council
Minutes for the Regular Meeting of March 11, 2025
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
4:30 p.m.**

The Pinehurst Village Council held a Regular Meeting at 04:30 p.m., Tuesday, March 11, 2025, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. Patrick Pizzella, Mayor
Dr. Jeff Morgan, Councilmember
Ms. Barb Ficklin, Councilmember
Mr. John Taylor, Mayor Pro Tem
Mr. Jack Farrell, Councilmember
Mr. Doug Willardson, Village Manager
Ms. Shannon Konstantinou, Village Clerk
Mr. Josh Dockery, IT Systems Specialist

And approximately 7 members of the audience in attendance, in addition to 4 staff and 1 press.

1. Call to Order.

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

2. Invocation and Pledge of Allegiance.

A. Invocation by Father John Forbes of Sacred Heart Church

B. Pledge of Allegiance by Charlie Carubba

3. Reports:

Village Manager

- Mr. Doug Willardson reported on the March 15, 2025, St. Patrick's Day Parade; the Pinehurst Garden Club's annual Spring Plant Sale (pre-ordering is now open); and the traffic light pole painting being done by NCDOT at the intersection of Cherokee Rd. and HWY 5, which should be completed on March 12, 2025.

Village Council

- Mayor Pizzella reported on the March 1, 2025, 2025 Annual Meeting of the USGA; the March 2, 2025, 100th Anniversary celebration at The Village Chapel; the March 5, 2025, Moore County Economic Development Partnership meeting; the recent quarterly meeting of mayors and managers in Carthage; the March 6, 2025, Planning & Zoning Board meeting; the February 27, 2025, Historic Preservation Commission meeting; and the Daily Police Report.
- Councilmember Morgan reported on the March 7, 2025, rededication ceremony at Fort Bragg; the positive feedback on the Fair Barn facilities given by attendees at recent fund-raising events held there;

the recent Celebration of Life for Mr. Robert “Bob” Knapp, a West Point graduate and highly decorated Vietnam veteran; the new turf fields at Rassie Wicker Park; and on the birth of his granddaughter.

- Mayor Pro Tem Taylor reported the February 27, 2025, Historic Preservation Commission meeting and the rescheduled meeting on the Moore County Airport redesign.
- Councilmember Ficklin reported on the Pinehurst Garden Club’s annual Spring Plant Sale and preordering available at their website pinehurstgardenclub.org; the March 18, 2025, Cultivating Curiosity Workshop being held by the NC Cooperative Extension in Carthage; and reminded everyone to respect Red Flag warnings, to exercise caution when using outdoor fire pits (have a garden hose ready and close by), that burning is not allowed within the Village limits, and to visit the Fire Department’s page on the vopnc.org website for an Outdoor Burning FAQs document.
- Councilmember Farrell reported on the March 3, 2025, Bicycle and Pedestrian Advisory Committee meeting.

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

- February 25, 2025, Regular Meeting Minutes
- February 25, 2025, Work Session Minutes

B. FY 2025 Budget Amendments Report

End of Consent Agenda.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved the Consent Agenda by a vote of 5-0.

5. Public Comments.

Ms. Mary Ann Welsch, Pinehurst resident, left the meeting after signing up to speak but submitted comments on the 2025 Roadway Resurfacing Project to Mr. Mike Apke, Public Services Director, prior to the start of the meeting.

6. Resolutions.

A. Consider Resolution 25-08 Amending the Position Classification and Pay Plan Policy

Ms. Angela Kantor, Human Resources Director, reviewed a memo outlining the proposed amendment and the revised FY 2024-2025 Position Classification and Pay Plan tables.

Ms. Kantor stated a more comprehensive amendment to the Position Classification and Pay Plan Policy and Position Classification and Pay Plan tables will be presented to Council for consideration in June.

Upon a motion by Councilmember Ficklin, seconded by Councilmember Morgan, Council unanimously approved Resolution 25-08 Amending the Position Classification and Pay Plan Policy by a vote of 5-0.

RESOLUTION #25-08:

A RESOLUTION AMENDING THE POSITION CLASSIFICATION AND PAY PLAN POLICY FOR THE VILLAGE OF PINEHURST.

WHEREAS, the Village Council of Pinehurst, North Carolina, adopted the Position Classification and Pay Plan Policy on November 17, 2009; and

WHEREAS, the Village Council of Pinehurst, North Carolina, amended the Position Classification and Pay Plan Policy on July 1, 2024; and

WHEREAS, changes in the organization infrastructure and guiding policies and procedures must be made as personnel needs of the Village change.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 11th day of March 2025 as follows:

SECTION 1. That the Position Classification and Pay Plan Policy is hereby amended effective March 11, 2025; said policy attached hereto as Attachment A and made a part hereof; the same as if included verbatim.

SECTION 2. That the pay ranges in the Position Classification and Pay Plan for the Village of Pinehurst are hereby amended to include a Parking Attendant; said Pay Plans attached hereto as part of Attachment B and Attachment C and made a part hereof; the same as if included verbatim.

THIS RESOLUTION passed and adopted this 11th day of March 2025.

7. General Business.

A. Reject bids for Construction of Sidewalks in the No. 6 Neighborhood and Readvertise

Mr. Mike Apke, Public Services Director, reviewed a memo detailing the request for Council to reject the bids received for construction of sidewalks in the Pinehurst No. 6 neighborhood and to readvertise the project.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved, as permitted by NCGS § 143-129, to reject the bids received for the construction of sidewalks in the Pinehurst No. 6 neighborhood and to readvertise the project by a vote of 5-0.

B. Review of 2025 Roadway Resurfacing Project

Mr. Mike Apke, Public Services Director, reviewed a memo and map detailing the 2025 Roadway Resurfacing Project, outlined the process followed to select roadways for resurfacing, provided updates to Council on the progress of the project, and stated work is anticipated to be complete before the end of May 2025.

8. Other Business.

Councilmember Ficklin asked for an update on the STR tracking software implementation and on the development of the new library. Mr. Willardson stated Village staff is currently undergoing training on the STR tracking software with implementation still set for April 2025 and the plans for then new library are currently undergoing review by the Technical Coordinating Committee.

9. Motion to Adjourn.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved to adjourn the Regular Meeting by a vote of 5-0 at 05:10 p.m.

Respectfully Submitted,

Shannon Konstantinou
Village Clerk

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



March 11, 2025, Work Session Minutes
ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/13/2025

MEMO DETAILS

ATTACHMENTS

1. 03.11.2025 DRAFT Work Session Minutes



**Village Council
Minutes for the Work Session of March 11, 2025
Assembly Hall
395 Magnolia Road
Pinehurst, North Carolina
04:30 p.m.**

The Pinehurst Village Council held a Work Session Meeting at 05:10 p.m., Tuesday, March 11, 2025, in the Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. Patrick Pizzella, Mayor
Dr. Jeff Morgan, Councilmember
Mr. John Taylor, Mayor Pro Tem
Ms. Barb Ficklin, Councilmember
Mr. Jack Farrell, Councilmember
Mr. Doug Willardson, Village Manager
Ms. Shannon Konstantinou, Village Clerk
Mr. Josh Dockery, IT Specialist

And approximately 2 members of the audience in attendance, in addition to 3 staff and 1 press.

1. Call to Order.

Mayor Pizzella called the Village Council Work Session to order at 05:19 p.m.

2. General Business.

A. Discussion Regarding Focus Area Five and Potential Collaboration with Other Jurisdictions

Mr. Willardson reviewed a zoning map of Focus Area Five along with zoning maps of adjoining areas under the jurisdiction of Moore County and the Town of Taylortown and stated the main area of concern for the Village of Pinehurst lies within the jurisdiction of Moore County.

Council agreed to have Councilmember Farrell, Mr. Willardson, and Mr. Alex Cameron, Planning & Inspections Director, meet to discuss the Village's concerns and to find ways to work with Moore County on possible solutions.

B. Discussion Regarding the Resident and Business Surveys

Mr. Willardson reviewed a memo detailing proposed changes to the resident and business surveys, noted a draft of the 2025 Community Survey has been provided for Councils' review, and asked Council to consider changing the survey frequency to bi-annual from annual and conducting the Business Survey in-house instead of using a consultant.

Council agreed to continue to work with Village staff on revising both surveys, to the frequency of the surveys being changed to bi-annual, and to conducting the Business Survey in-house.

Council further discussed the need to increase interaction between the Village leadership and the Moore County Commissioners, especially concerning growth and development within the county, so the Village becomes more proactively involved in countywide decisions and builds a stronger relationship with surrounding communities.

3. Motion to Adjourn.

Upon a motion by Councilmember Morgan, seconded by Mayor Pro Tem Taylor, Council unanimously approved to adjourn the Work Session by a vote of 5-0 at 05:57 p.m.

Respectfully submitted,

Shannon Konstantinou
Village Clerk

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

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DRAFT



2025 Arbor Day Proclamation ADDITIONAL AGENDA DETAILS:

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/18/2025

MEMO DETAILS

ATTACHMENTS

1. Arbor Day DRAFT Proclamation 2025

MAYORAL PROCLAMATION

VILLAGE OF PINEHURST

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource; and

WHEREAS, trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, Pinehurst strives to be recognized as a Tree City USA by the National Arbor Day Foundation.

NOW THEREFORE, I, Patrick Pizzella, Mayor of the Village of Pinehurst, do hereby proclaim April 25, 2025, as “ARBOR DAY” in the Village of Pinehurst, and urge all citizens to support efforts to care for our trees and woodlands and to support our Village’s community forestry program; and

FURTHER, I urge all citizens to plant trees to promote the well-being of present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Village of Pinehurst, this the 25th day of March 2025.

Patrick Pizzella, Mayor



Public Hearing for an Official Zoning Map Amendment (Trotter Dr.)

ADDITIONAL AGENDA DETAILS:

The purpose of the hearing is to consider an Official Zoning Map Amendment for approximately 8.04 acres of land (four parcels) located in the vicinity of Trotter Drive west of NC Highway 5 currently owned by Red Pine Investments, LLC and further identified by Parcel ID #'s 00052965, 00052966, 00052967, and 00052968. This proposed map amendment would zone the property from PS-FBD-H (Pinehurst South Form Based District Block H) to PS-FBD-H-CD (Pinehurst South Form Based Conditional District Block H). The proposed rezoning and associated General Concept Plan would allow for the development of 48 single-family detached cottages. The applicant is Michael Etowski of Red Pine Investments, LLC.

FROM: Alex Cameron, Planning & Inspections Director
CC: Village Council;
DATE OF MEMO: 03/17/2025

MEMO DETAILS

ATTACHMENTS

1. Trotter Hills Rezoning Council Staff Memo 3-25-25
2. Notification Packet
3. Applicant Material



PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Pizzella and Village Council
From: Alex Cameron, Planning & Inspections Director
CC: Doug Willardson, Village Manager
Date: March 18, 2025
Subject: Staff Report for Conditional District Rezoning request for (+/- 8.04 acres)
Parcel ID#'s 00052965, 00052966, 00052967, 00052968 currently addressed as
120-122 Trotter Dr.

Applicant:	Red Pine Investment, LLC.
Owner:	Red Pine Investments, LLC.
Current Zoning	PS-FBD-H (Pinehurst South Form Based District Block H) The Pinehurst South Form Based District is based on the Pinehurst South Small Area Plan and Form Based Guidance Plan adopted by the Village. Pinehurst South is an area well-suited to accommodate growth, and support quality of life needs of residents, businesses, and visitors. Development within Pinehurst South will integrate the built environment, improve the public realm, create a mixed-use walkable destination area, incorporate urban design standards, create a connecting spine of streets, sidewalks, and paths, and integrate a live, work and play area while minimizing traffic impacts.
Proposed Zoning:	PS-FBD-H CZ (Pinehurst South Form Based Block H Conditional District)
Current Land Use:	Vacant and two single-family attached duplexes
Proposed Land Use:	48 single-family residential detached units

Request:

The applicant is requesting a conditional zoning approval for the subject area currently zoned PS-FBD-H to PS-FBD-H CZ (Pinehurst South – Conditional District). The owner and applicant, Red Pine Investments, is seeking to develop a residential neighborhood, through the construction of 48 single-family detached cottages.

The Pinehurst South Form Based District (PS-FBD) was created following an extensive and detailed creation and adoption of the Pinehurst South Small Area Plan (PS-SAP). Along with a small area plan, a Form Based Guidance Plan (PS-FBGP) was also adopted. Following the adoption of both plans, amendments to the zoning map and Pinehurst Development Ordinance (PDO) were also adopted to better facilitate growth and development in the Pinehurst South Area. These amendments created new sub districts or blocks, as well as establishing the allowed or permitted uses and the process for review and approval of development projects.

Per section 8.5.1 of the PDO, new development in the Pinehurst South Form Based District requires conditional zoning approval following the process and procedures in Section 6.2 of the PDO. A General Concept Plan is required as part of a Conditional District rezoning application and if approved, the plan then becomes a site-specific zoning plan and a condition of the rezoning. Any substantial changes to an approved General Concept Plan as stated in Section 6.2.3 (B) of the Pinehurst Development Ordinance (PDO) shall be reviewed by the Planning and Zoning Board and approved or denied by the Village Council. All other changes to an approved General Concept Plan that are not substantial and do not alter the basic development concept may be approved by the Village Planner. Single-family residential and townhome development are both allowed uses in the PS-FBD-H.

A proposal originally came before the Planning and Zoning Board on November 2, 2023. That request included a mixed residential neighborhood of 65 residential units consisting of 31 single-family detached cottages and 34 single-family attached townhomes which resulted in a density of approximately 8.1 units per acre. The Planning and Zoning Board recommended denial of that request to Village Council citing several concerns including deviations on dimensional criteria, alley width, and lack of rear-loaded units. Following that meeting, the applicant sought opportunities to work with Council to revise the application. In February of 2024, Village Council decided to refer the request back to the Planning and Zoning Board for collaborative work on the project design and conditions and a reconsideration on the recommendation. The applicant revised the proposal to be more consistent with the design criteria and recommendations of the Pinehurst South Form Based Code. The revised proposal was considered by the Planning and Zoning Board on March 6, 2025.

Included with this request are a project narrative, Existing Conditions map and aerial, General Concept Plan, Roadway Plan (GCP), Proposed Utility Layout, architectural character elevations with color and material palette, Red Cockaded Woodpecker assessment, trip generation, and ISO (needed fire flow) calculations.

Analysis:

The GCP and supplemental material is forwarded for review by the Technical Review Committee (TRC) for compliance with adopted codes and regulations before being considered by the Planning and Zoning Board and Village Council. The TRC completed the final review of the proposal earlier this month.

The proposal includes 48 single-family detached cottages which yields a density of 6 units per acre, less than the maximum allowed density of 7 units per acre (PDO Table 9.2b). All the units are rear loaded, detached cottage lots, accessed by a network of private alleys. The lots are a mix of corner and mid-block units/lots with attached garages and corner and mid-block units with detached garages. Most of the units front on a variety of open space types within the proposed community with the sole access being via a private alley rather than fronting on a street. This is a concept mentioned in the Pinehurst South Small Area Plan and Form Based Guidance Plan.

Access and Connectivity

Access to the development remains from Trotter Drive, which connects to Highway 5 at the intersection of Blake Blvd and Trotter Dr. Pedestrian connectivity is provided throughout the development through interconnected pedestrian passageways that connect amenities throughout the site as depicted on the applicant's material.

The internal street network consists of a mix of the existing public right-of-way (Trotter Dr.), and a network of private alleys. The alleys consist of a total right-of-way width of 28 feet with a pavement width of 20 feet. See the "Roadway Plan" Sheet L-1.2 for more detail.

Parking

The proposal includes a total of 148 parking spaces. The applicant indicates that there will be two garage spaces (96 total) for each single-family unit. There will also be an additional 52 spaces available as on-street parking and with spaces near the community park. According to 9.4a Table of Required Parking of the PDO, the minimum required parking for single family dwellings is 2 per dwelling unit. The proposal meets the parking space requirements and those goals in the Pinehurst South Form Based District.

Dimensional Criteria

The PS-FBD-H District includes dimensional criteria including setbacks, build-to lines, lot width and depth, building height, etc. See Table 9.2b of the PDO for the requirements and Section 2.0 of the Pinehurst South Form Based Guidance Plan for additional recommendations/goals.

Dimensional Criteria		
Front Build to Line (Mid-Block & Corner lot)	Required	Proposed
	15'	15' with up to a 7.5' porch encroachment
Interior Side Setback	6'	6
Side Build to Line (Mid-Block)	N/A	N/A
Side Build to Line (Corner)	15'	15' except lots # 1, 25, 32, 33 & 48 Requesting a 7.5' side porch encroachment
Rear Setback	25' principal 10' accessory	25' primary 10' accessory (detached garage)
Min. % Frontage on Build-to Line	50%	50%
Min. Lot Width	34' (mid-block) 42' (corner)	34' mid-block 43' corner except lots #1, 25, 32, 33, & 48
Min. Lot Depth	75'	100'
Max. Building Height	35'	35'
Max. Impervious Surface per Lot	70%	100%* * If a SIA is granted, overall impervious for entire project area will not exceed 70%
Min. Amount of Open Space	15%	25%
Key		
Meets or Exceeds Requirements		Doesn't Meet Requirements

Corner Lots:

The Pinehurst South Form Based Guidance Plan (Section 2.3 Lot Standards pages 9 & 12) establishes the different lot types. These lot types were incorporated into Table 9.2b of the PDO for dimensional criteria including lot width and setbacks/build-to lines. Corner lots are described on page 12 of the Pinehurst South Form Based Guidance Plan (FBGP) as those that have two frontages (i.e. lot lines along a street or a street and open space). Open space types are listed on page 31 of the FBGP as central greens, plazas, attached greens, pedestrian passages, and natural/buffer areas. Due to the frontage along Trotter Drive (public right-of-way), an alley, and/or “open space” staff determined that lots # 1, 8, 9, 15, 16, 22, 23, 25, 26, 29, 30, 32, 33, 40, 41, & 48 are corner lots. The applicant has met the dimensional criteria for corner lots for all lots except # 1, 25, 32, 33 & 48 and seeks a condition to apply the mid-block dimensional requirements for those lots. The FBGP is clear in that corner lots have more unique design criteria due to the prominent locations and visibility within the community. The Planning and Zoning Board recommended to not apply the corner lot dimensional standards for the requested lots.

Porch Encroachment:

The Pinehurst South Form Based Guidance Plan (Section 2.3 Lot Standards pages 9 & 12) recommends that porches be allowed to extend into the front and side setbacks up to 2’ from the lot line. It’s unclear if this allowance was also intended for corner lot build-to lines or just front and side setbacks. Diagrams within this section also illustrate such an allowance. However, these allowances were not incorporated into the PDO when implementing the recommendations of the Form Based Guidance Plan and does not allow for any porch encroachment (front, side or rear). The applicant is requesting a condition to allow for up to 7.5’ front and side porch encroachment. As the amendments to the PDO did not formally incorporate the porch encroachment, staff suggests further discussion with the applicant and public input on the requested condition.

Open Space

The request includes approximately 25% open space which is well above the minimum requirement of 15% in Table 9.2b of the PDO. The proposed open space includes proposed amenity areas with a lawn, pavilion, connected green, pedestrian passageways, and a park. The open space provided is consistent with the goals in the adopted Pinehurst South Small Area Plan and Form Based Guidance Plan.

Landscaping

As the proposal now only includes single-family detached units, no planted buffers are required. The provided General Concept Plan does show perimeter area included in the overall open space, however. The larger perimeter opens space area is located at the northeast adjacent to Trotter Drive as well as the northwest area adjacent to existing single-family properties in the Jackson Hamlet neighborhood and the Bretton Woods Townhomes.

Section 9.14.6 of the PDO establishes landscaping requirements for new single-family development. One of the requirements is buffer yard landscaping standards. The Pinehurst South Form Based District allows for denser residential development with smaller lots than was originally allowed in the PDO and other residential zoning districts which this standard was initially intended. The new dimensions do not lend themselves to allocating enough room to meet such a landscaping requirement. Further, the intent of the requirement is not to buffer lots from within a common lot development from one another. Therefore, staff recommends the Village Council consider a condition to exempt the single-family buffer yard landscaping

requirements from this development (see staff recommended condition under staff recommendation). All other landscaping requirements would still apply including screening and foundation plantings.

Stormwater

No changes have been made to how stormwater will be managed on-site and is depicted on the General Concept Plan in the Proposed Utility Layout. The stormwater management areas will need to be constructed and meet the requirements of the Engineering Standards and Specifications Manual (ESSM) and Best Management Practices (BMP).

Utilities

Water and sewer services remain the same and will be provided by Moore County Public Utilities to service this development.

Watershed and Impervious Surface (Built-upon Area)

The project is located within the WS-II BW Drowning Creek–Lumber River watershed protection area which limits residential density to one unit per acre or 12% built-upon area unless a Special Intensity Allocation (SIA) is granted. If a SIA is granted, development may include up to 70% built-upon area. The PDO does not currently and has therefore been the Village policy, to only grant SIAs for non-residential and multi-family development. The North Carolina Department of Environmental Quality (NCDEQ), which oversees and guides local jurisdictions in implementing watershed programs, does allow jurisdictions to issue SIAs for single-family development. In fact, most jurisdictions do grant such on a project-by-project basis. The proposal includes a total impervious surface or built-upon area of 67%. Therefore, the granting of a SIA will be required to approve the proposal due to the proposed density and impervious surface. Through the conditional district approval process, the applicant is seeking a condition to allow an SIA to be granted. There is approximately 748 acres of land left to allocate in the WS-II BW Drowning Creek–Lumber River district.

If a SIA is granted through the conditional district approval and the overall impervious surface is limited to 67% of the total development, the applicant is also seeking a condition to not include a maximum impervious surface per lot requirement. The requirement in Table 9.2b of the PDO is 70% per lot. The applicant has indicated that the total calculation of 67% maximum impervious surface includes calculating the entire area of each lot as impervious surface (100% of each lot).

Applicant's Requested Conditions

Requested Conditions Table			
	Type	Requirement	Requested Condition
1	Dimensional Requirements Table 9.2b	Front build-to line SFD = 15'	SFD= Front build to line 15' Front porches may extend up to 7.5' (50%) into the front build-to-line
2	Dimensional Requirements Table 9.2b	Corner Side build to line SFD= 15'	Side porches may extend up to 7.5' (50%) into the side build-to-line
3	Dimensional Requirements Table 9.2b	Corner Lot (Cottage) Dimensions Minimum Lot Width = 42' Side build to line SFD = 15'	Apply Mid-Block Dimensions to Lots #1, 25, 32, 33 & 48 (Minimum Lot Width = 34' Corner Side Build to line = 6')
4	Dimensional Requirements Table 9.2b	Min. Lot Depth SFD= 75'	Min. Lot Depth SFD = 100' Min.
5	Watershed Protection Overlay District 8.3	SFD in the WS-II Watershed is limited to one dwelling unit per acre or 12% built upon area unless a Special Intensity Allocation (SIA) is granted. SIA only available for non-residential and multi-family development.	Grant a SIA for single-family development and allow for up to 70% built upon area.
6	Dimensional Requirements Table 9.2b	Max. Impervious Surface per Lot 70%	If a SIA is granted, allow up to 100% impervious per lot. <i>(Total development not to exceed 70% impervious)</i>
7	Dimensional Requirements Table 9.2b	Min. Amount of Open Space 15%	Min. Amount of Open Space 25%

Planning and Zoning Board Action:

The Planning and Zoning Board held a required public hearing on the proposed zoning map amendment and forwarded a recommendation on that proposal to Village Council in November of 2023. At the request of the applicant to seek additional feedback on how to revise a proposal that would be accepted, Village Council asked for the applicant to revise the proposal and collaborate with Staff and the Planning and Zoning Board to develop a more amenable development plan. The Planning and Zoning Board reviewed the revised proposal during the regular meeting on March 6, 2025, and discuss the requested conditions. After discussion and deliberation, the Planning and Zoning Board unanimously recommended the conditional zoning request be approved with the requested conditions as submitted along with the staff recommended condition (the applicant agrees to this condition).

Village Council Action:

After conducting a public hearing, receiving public comments, and considering the recommendation of the Planning and Zoning Board and staff, Village Council may approve or deny the request. When considering such requests, Village Council must comment on how the proposal is or is not consistent with the Comprehensive Plan and other adopted plans.

Village Council can ask to consider additional or amended conditions that are not included in the proposal, but the applicant must consider and agree to any additional or different conditions. However, no changes can be made to the proposed conditions that are less restrictive than those stipulated in the proposal.

If there are more questions or concerns that need to be addressed, Village Council can continue the public hearing to a specific date, place, and time. Action on the proposal may also be deferred to a subsequent meeting of the Village Council after the hearing is held and closed.

Plan Consistency:

The 2019 Village of Pinehurst Comprehensive Plan, Guiding Principle #3, Places to Live (page 118), “Protect and enhance the quality and character of existing residential neighborhoods. Seek opportunities to offer a variety of housing types that appeal to a wide range of households and enable residents to live in Pinehurst throughout all stages of life. Ensure neighborhoods are connected to walkable destinations such as parks, open spaces, recreational facilities, and other activity centers.” Also see implementation strategies 3.1 – 3.3.

The proposed project is located within Focus Area 2: Highway 5 Commercial Area as identified on the Conservation and Growth Map on page 62 of the 2019 Comprehensive Plan and as a Suburban Neighborhood. Suburban neighborhood is defined by “conventional suburban development patterns of primarily detached single-family houses, but may also include multi-family, churches, schools, parks and other public/civic uses.”

On page 77, Implementation Strategy 2.3 indicates that the Village should create a small area plan for Focus Area 2. The Pinehurst South (Focus Area 2) Small Area Plan was adopted by the Village Council in May of 2023. The Small Area Plan indicates two potential build-out plans, one low and one high density (pages 70-71). The low-density scenario indicates the proposed project area as single-family infill while the high-density scenario indicates the area as proposed multi-family infill. The preferred build-out plan indicates the subject area as proposed multi-family infill.

In addition to a small area plan, the Village Council also adopted a Form Based Guidance Plan (FBGP) in May of 2023. Page 13 of the FBGP includes a Regulating Plan which identifies the project area as Block H. The Regulating Plan further indicates the proposed building types and building heights by block. Block H calls for both single-family attached (townhouse), as well as single-family detached. This proposal is consistent with the Regulating Plan. The FBGP also includes recommendations for site, street, landscape, and architectural design.

Staff believes this proposal is consistent with the adopted plans for the reasons mentioned in this report. Achieving goals in accordance with the Comprehensive Plan, and other adopted plans, of the Village is considered reasonable and in the best interest of the public.

Staff Recommendation:

The proposal has been revised from what was previously reviewed and considered and is largely consistent with the adopted Pinehurst South Small Area Plan, Form Based Guidance Plan, and regulations in the PDO. As a result of this, the number of requested conditions to lax development standards have decreased. In addition, the proposed use and density is compliant with the newly adopted regulations in the PDO for the new zoning district and is less intense than the previous proposal. There are, however, still a few deviations the applicant is seeking development conditions for. Most of these conditions are related to dimensional criteria. Some of the criteria includes dimensional standards or allowances that were recommendations in the Form Based Guidance Plan that were not codified in the PDO amendments for the new district (porch encroachments). The corner lot dimensional requirements could warrant further discussion and consideration of the application and how this relates to the specific development plan. The applicant is also proposing to exceed the minimum open space and lot depth requirements. The subject of issuing a SIA for single-family development poses no issues other than a change in previous policy as the granting is allowed through watershed programs and can be a condition of approval. There is still ample area to allocate SIAs in this watershed protection district. Additionally, Staff is recommending an additional condition (see below) to not apply the single-family buffer yard landscaping requirements for the reasons listed previously in this report.

If the Village Council is amenable to the requested conditions related to the corner lot dimensional standards and the requested porch encroachment, staff recommends approval of the request. If this is not the case, then

further discussion and consideration of the request and the application of the dimensional criteria should be discussed.

Staff Recommended Condition			
	Type	Requirement	Requested Condition
8	Landscaping for Single-family development 9.14.6	Buffer Yard Landscaping Standards	Not apply to the individual lots



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

**NOTICE OF PUBLIC HEARING
VILLAGE OF PINEHURST**

Dear Property Owner:

The Village of Pinehurst Village Council will be holding a Public Hearing on:

Tuesday, March 25, 2025

4:30 PM

Village Assembly Hall

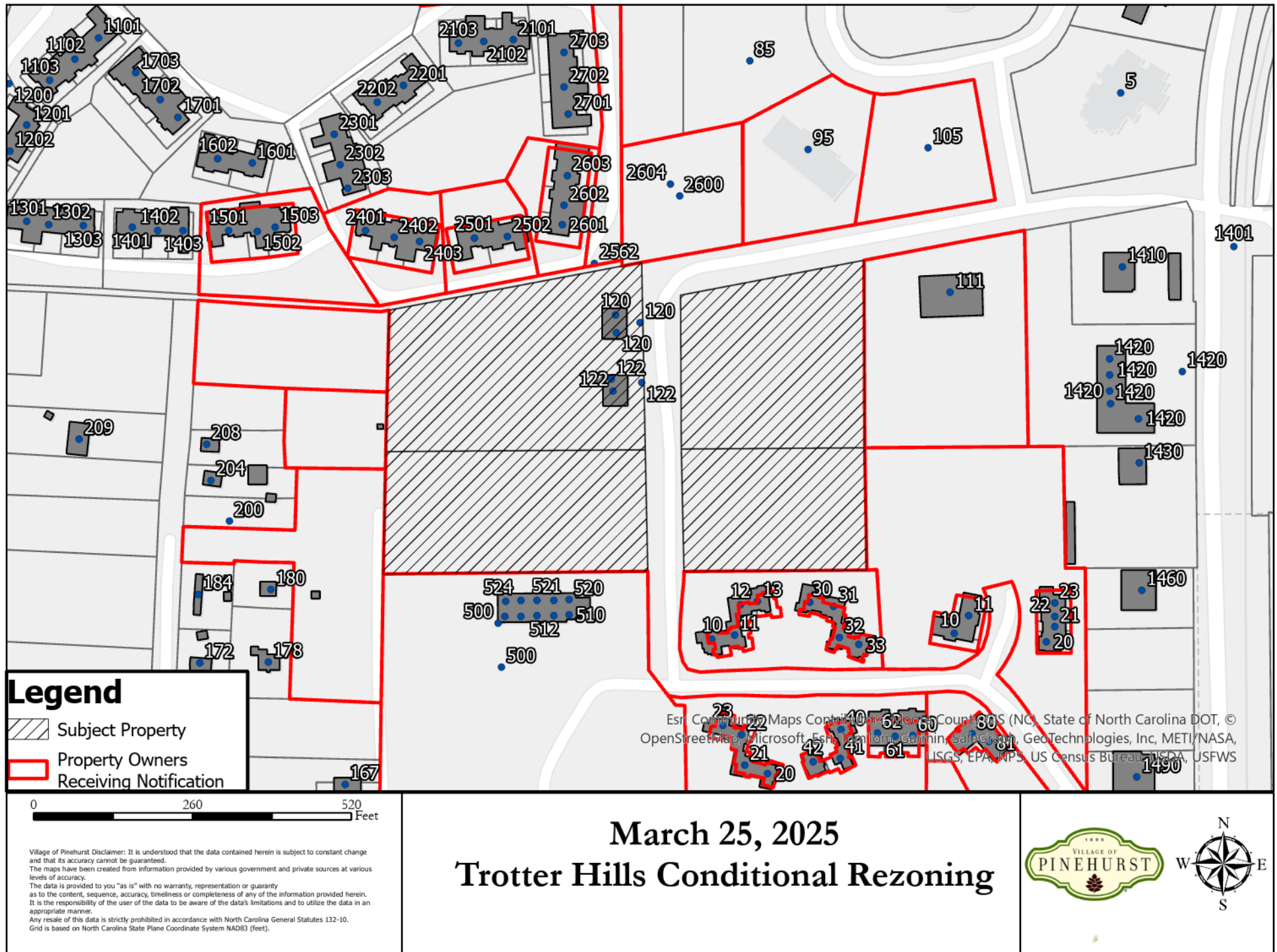
395 Magnolia Road, Pinehurst, N.C.

Livestreamed at: www.vopnc.org/live

The purpose of the hearing is to consider a revised recommendation to Village Council on a Zoning Map Amendment for approximately 8.04 acres of land (four parcels) located in the vicinity of Trotter Drive west of Highway 5 currently owned by Red Pine Investments, LLC and further identified by Parcel ID #'s 00052965, 00052966, 00052967, and 00052968. This proposed map amendment and associated General Concept Plan would allow for the development of 48 single-family detached cottages with conditions. The applicant is Mike Etowski of Red Pine Investments, LLC.

As the owner of said property, or an owner of adjacent property, you are receiving formal notification of this Public Hearing. Information on this request is available for public review at the Planning and Inspections Department, Village Hall, 395 Magnolia Road, Pinehurst, North Carolina, Monday through Friday from 8:30 AM to 5:00 PM **OR** will be available online the week of the meeting at: <https://pinehurstnc.portal.civicclerk.com/>. For more information, please call (910) 295- 2581.

Public Hearing Notification



VILLAGE OF PINEHURST
395 MAGNOLIA RD
PINEHURST,NC,28370

BRETTON WOODS TOWNHOMES ASSOC
PO BOX 83
PINEHURST,NC,28374

BRETTON WOODS TOWNHOMES ASSOC
PO BOX 83
PINEHURST,NC,28374

JLKRHK INVESTMENTS LLC
15500 EQUESTRIAN WAY
MONTE SERENO,CA,95030

BRETTON WOODS TOWNHOMES ASSOC
PO BOX 83
PINEHURST,NC,28374

JLKRHK INVESTMENTS LLC
15500 EQUESTRIAN WAY
MONTE SERENO,CA,95030

MOORE COUNTY
PO BOX 905
CARTHAGE,NC,28327-0905

JLKRHK INVESTMENTS LLC
15500 EQUESTRIAN WAY
MONTE SERENO,CA,95030

INGRAM, NEAL
C/O MARY MCBETH
PO Box 451
PINEHURST,NC,28370

JLKRHK INVESTMENTS LLC
15500 EQUESTRIAN WAY
MONTE SERENO,CA,95030

KELLY, MICHAEL J
2407 WINTERGREEN AVE
DISTRICT HEIGHTS,MD,20747

JLKRHK INVESTMENTS LLC
15500 EQUESTRIAN WAY
MONTE SERENO,CA,95030

KELLY, MARY
415 HIGH STREET
WILLIMANTIC,CT,06226

SANDHILLS ALLIANCE CHURCH OF
PO BOX 1830
PINEHURST,NC,28370

JLKRHK INVESTMENTS LLC
15500 EQUESTRIAN WAY
MONTE SERENO,CA,95030

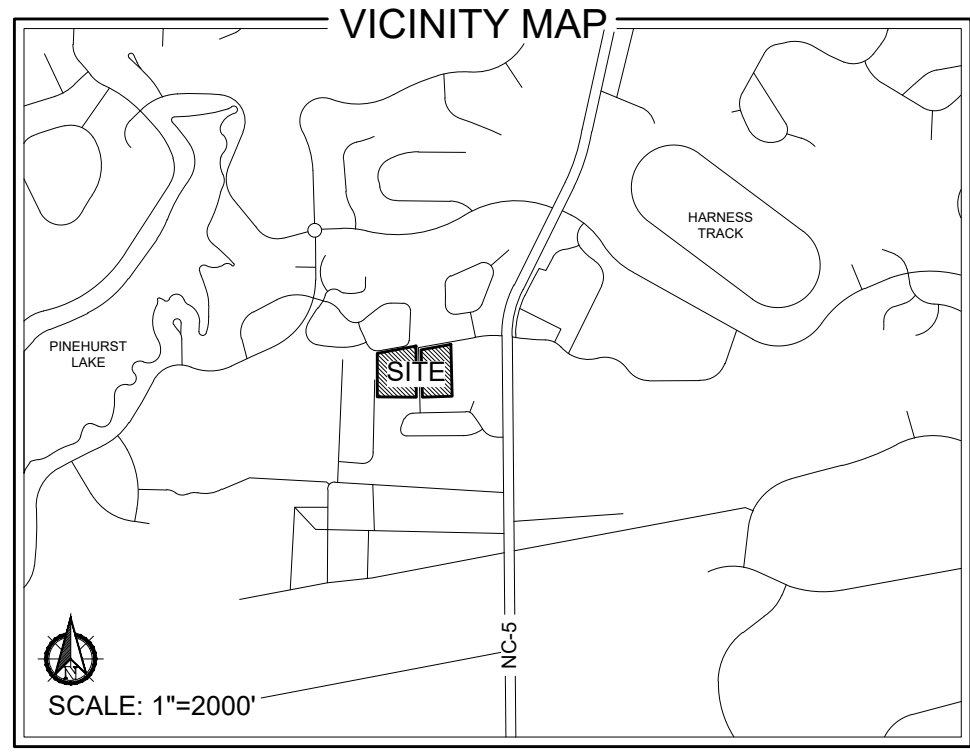
JLKRHK INVESTMENTS LLC
15500 EQUESTRIAN WAY
MONTE SERENO,CA,95030

BRETTON WOODS TOWNHOMES ASSOC
PO BOX 83
PINEHURST,NC,28374

JONES, BOBBY
2210 BRINGLE FERRY RD
SALISBURY,NC,28146

BRETTON WOODS TOWNHOMES ASSOC
PO BOX 83
PINEHURST,NC,28374

WADE REAL ESTATE, LLC
5 TROTTER HILLS CIR
PINEHURST,NC,28374



ZONING INFORMATION

EXISTING ZONING CLASSIFICATION: PS-FBD-H (PINEHURST SOUTH - FORM BASED DISTRICT - BLOCK H)

DIMENSIONAL REQUIREMENTS (SINGLE FAMILY DETACHED COTTAGE LOTS):
FRONT BUILD TO LINE: 15'
MINIMUM LOT WIDTH: 34' (MID); 42' (CORNER)
MINIMUM LOT DEPTH: 75'
INTERIOR SIDE SETBACK: 6'
MIN. REAR SETBACK (PRINCIPAL STRUCTURE): 25'
MIN. REAR SETBACK (ACCESSORY STRUCTURE): 10'
MAX BUILDING HEIGHT: 35'

PROPERTY INFORMATION

PROPERTY OWNER / APPLICANT:
RED PINE INVESTMENTS, LLC
PO BOX 4178
PINEHURST, NC 28374

TOTAL ACREAGE: ±8.04 AC

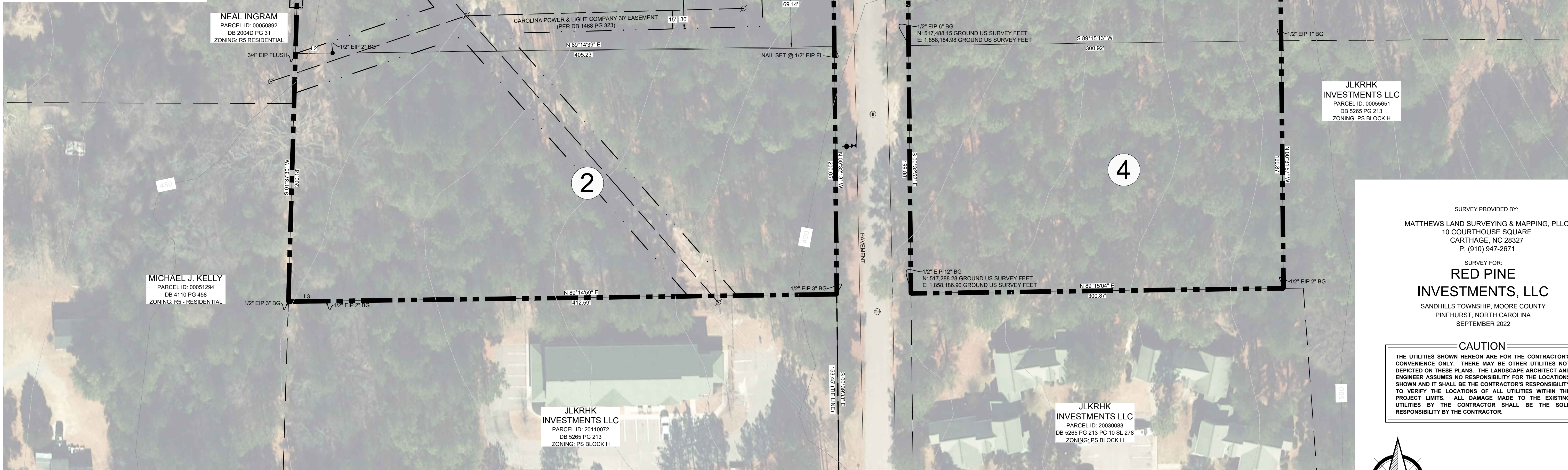
PARCEL ID/IN:

PARCEL 1: 00052967; 855108779631
DB: 5936 PG: 171

PARCEL 2: 00052968; 855112779329
DB: 5936 PG: 171

PARCEL 3: 00052965; 855108873641
DB: 5936 PG: 171

PARCEL 4: 00052966; 855112873339
DB: 5936 PG: 171



LEGEND

- — — — — = PROPERTY BOUNDARY
- - - - - = EXISTING MAJOR CONTOUR
- - - - - = EXISTING MINOR CONTOUR
- - - - - = EXISTING POWER LINE
- - - - - = EXISTING EASEMENT
- - - - - = EXISTING POWER POLE
- ⊙ = EXISTING SEWER MANHOLE

FLOODPLAIN DATA

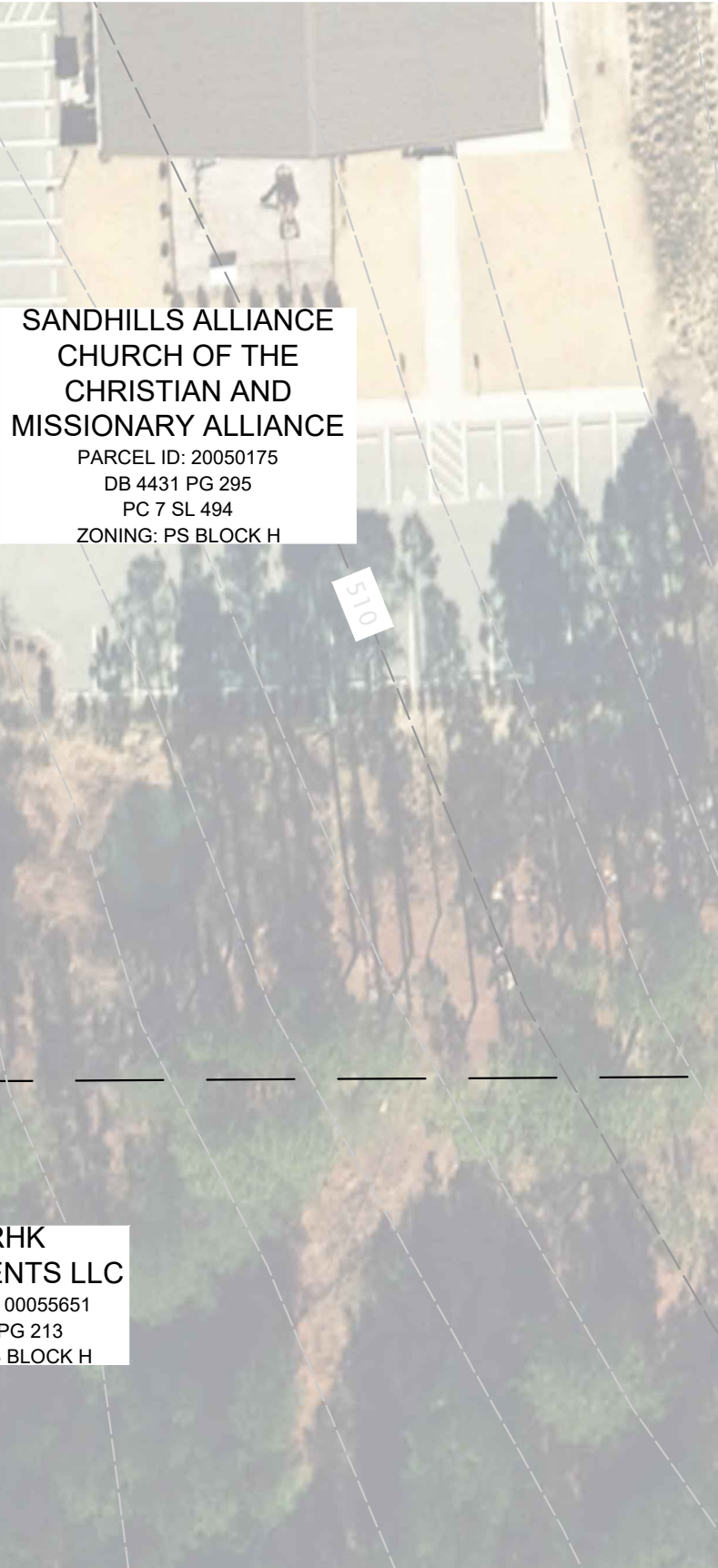
THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY PANEL(S) NO: 8540
MAP(S): 3710854000J
DATE: OCTOBER 17, 2006

WATERSHED INFORMATION

BASIN: LUMBER
STREAM: DROWNING CREEK
TYPE: WS-IIP

THIS PROPERTY IS IN A WATER SUPPLY WATERSHED

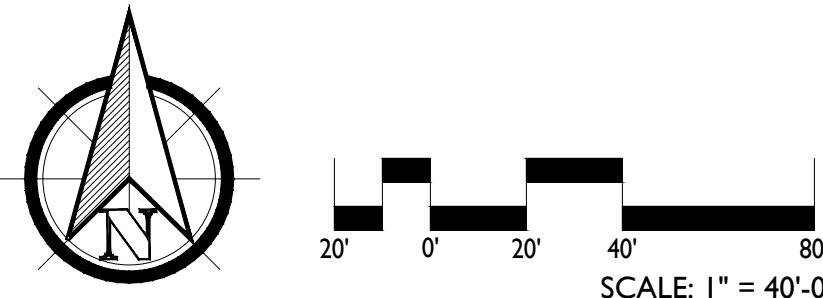


SURVEY PROVIDED BY:
MATTHEWS LAND SURVEYING & MAPPING, PLLC
10 COURTHOUSE SQUARE
CARTHAGE, NC 28327
P: (910) 947-2671

SURVEY FOR:
RED PINE INVESTMENTS, LLC
SANDHILLS TOWNSHIP, MOORE COUNTY
PINEHURST, NORTH CAROLINA
SEPTEMBER 2022

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.



KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

140 APLECROSS RD - SUITE B
PINEHURST, NC 28374
P: (910) 684-6467
W: www.koontzjonesdesign.com

REVISIONS:

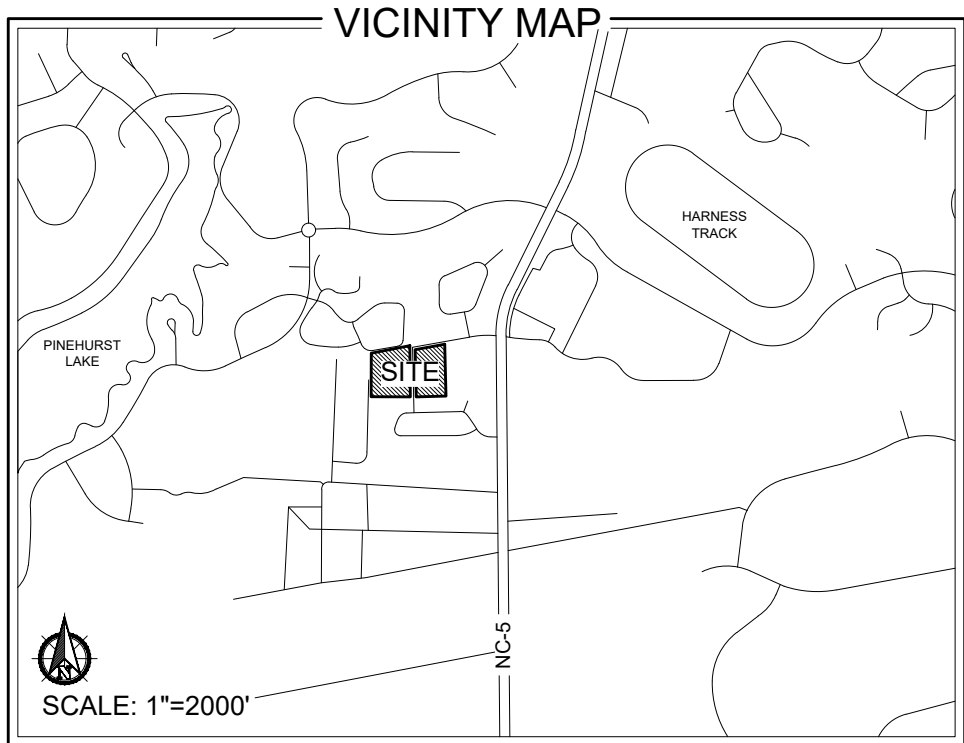
REVISIONS:

TROTTER HILLS
PINEHURST, NORTH CAROLINA

EXISTING CONDITIONS

DATE: 02-15-2025
DESIGNED BY: REK
DRAWN BY: PJS
CHECKED BY: REK
SCALE: 1" = 40'-0"
PROJECT #: KJ22076
SHEET NUMBER:
L-1.0





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: 8540 MAP(S): 3710854000J DATE: OCTOBER 17, 2006

WATERSHED INFORMATION

BASIN: LUMBER
STREAM: DROWNING CREEK
TYPE: WSIIP

THIS PROPERTY IS IN A WATER SUPPLY WATERSHED

ZONING INFORMATION

PROPOSED ZONING CLASSIFICATION: PS-FBD-H-CZ (PINEHURST SOUTH CONDITIONAL ZONING)

DIMENSIONAL REQUIREMENTS (PROPOSED): REFER TO LOT TYPICALS & NARRATIVE

PROPERTY INFORMATION

PROPERTY OWNER / APPLICANT:
RED PINE INVESTMENTS, LLC
PO BOX 4178
PINEHURST, NC 28374

TOTAL ACREAGE: ±8.04 AC

TOTAL LOTS:
SINGLE FAMILY: 48 LOTS (5.97 UNITS/AC)

PROPOSED DWELLING SIZES: 1,400 SF - 2,400 SF

REQUIRED PARKING:
DWELLING- SINGLE FAMILY (2 SPACES/ UNIT): **96 SPACES REQUIRED**

PROVIDED PARKING:
SINGLE FAMILY - DETACHED COTTAGE UNITS: GARAGE SPACES (2 PER UNIT): 96 SPACES
ON STREET PARKING: 52 SPACES
TOTAL: 148 SPACES PROVIDED (3.08 SPACES / UNIT)

OPEN SPACE: ±2.01 AC (25.0%)
(EXCLUDES ±0.32 AC STORMWATER AREA)

IMPERVIOUS SURFACE: ±5.39 AC (67.0%)
(IMPERVIOUS CALCULATIONS INCLUDE 100% OF THE TOTAL LOT AREA)

GRADING / DRAINAGE NOTES:

1. ALL GRADING 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.

LANDSCAPE NOTES:

1. ALL REQUIRED LANDSCAPE AND PLANTING REQUIREMENTS WILL BE MET AND WILL FOLLOW THE STANDARDS AS DESCRIBED IN THE PINEHURST DEVELOPMENT ORDINANCE.
2. DETAILED LANDSCAPE PLANS WILL BE PROVIDED DURING THE PERMITTING OF THE DEVELOPMENT.

DIMENSIONAL STANDARDS

Compliant	Standard	Single-Family Detatched	
		PDO	Proposed
x	Build to Line *	15'	15'
x	Minimum Lot Width - Mid-Block	34'	34'
x	Minimum Lot Width - Street Corner	42'	43'
x	Lot Depth	75'	100' min.
x	% frontage in Build To	50%	50%
x	Internal Side Setback	6'	6'
x	Side Build to Line *	15'	15'
x	Minimum Rear Setback	25'	25'
x	Accessory Building Rear Setback**	10'	10'
x	Building Height	35'	35'
x	Open Space	15%	25%

*FRONT AND/OR SIDE PORCHES MAY EXTEND UP TO 50% (7.5') INTO THE FRONT OR SIDE BUILD-TO-LINE

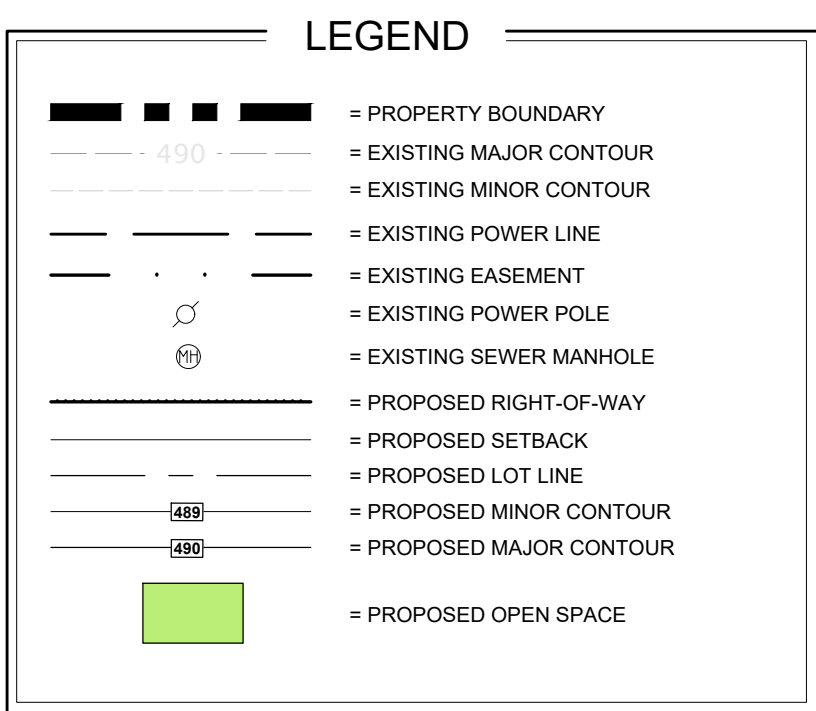
**ACCESSORY BUILDINGS TO INCLUDE DETACHED GARAGES AS DESCRIBED IN THE DEVELOPMENT ORDINANCE

SURVEY PROVIDED BY:
MATTHEWS LAND SURVEYING & MAPPING, PLLC
10 COURTHOUSE SQUARE
CARTHAGE, NC 28327
P: (910) 947-2671

SURVEY FOR:
RED PINE INVESTMENTS, LLC
SANDHILLS TOWNSHIP, MOORE COUNTY
PINEHURST, NORTH CAROLINA
SEPTEMBER 2022

JLKRRHK INVESTMENTS LLC
PARCEL ID: 20110072
DB 5265 PG 213
ZONING: PS BLOCK H

JLKRRHK INVESTMENTS LLC
PARCEL ID: 20030083
DB 5265 PG 213 PC 10 SL 278
ZONING: PS BLOCK H



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.

SIGNAGE NOTES:

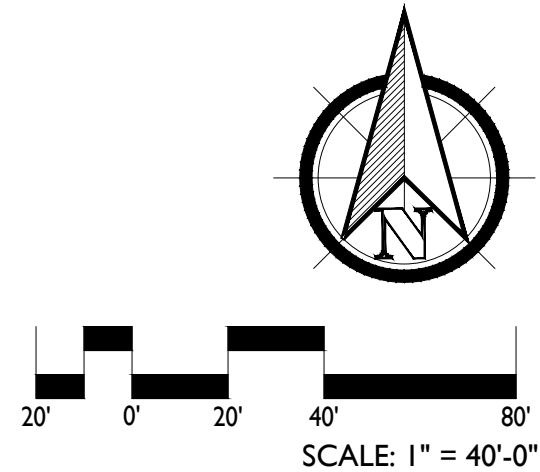
1. ALL SIGNAGE IS TO MEET THE STANDARDS AS DESCRIBED IN SECTION 9.7 OF THE PINEHURST DEVELOPMENT ORDINANCE.
2. GROUND SIGNS ARE TO MEET THE SIZE REQUIREMENTS PER THE RMF ZONING DISTRICT AND ARE NOT TO EXCEED 4' IN HEIGHT AND 16 SQUARE FEET IN SIZE.
3. DETAILED SIGNAGE PLANS WILL BE PROVIDED DURING THE PERMITTING OF THE DEVELOPMENT.

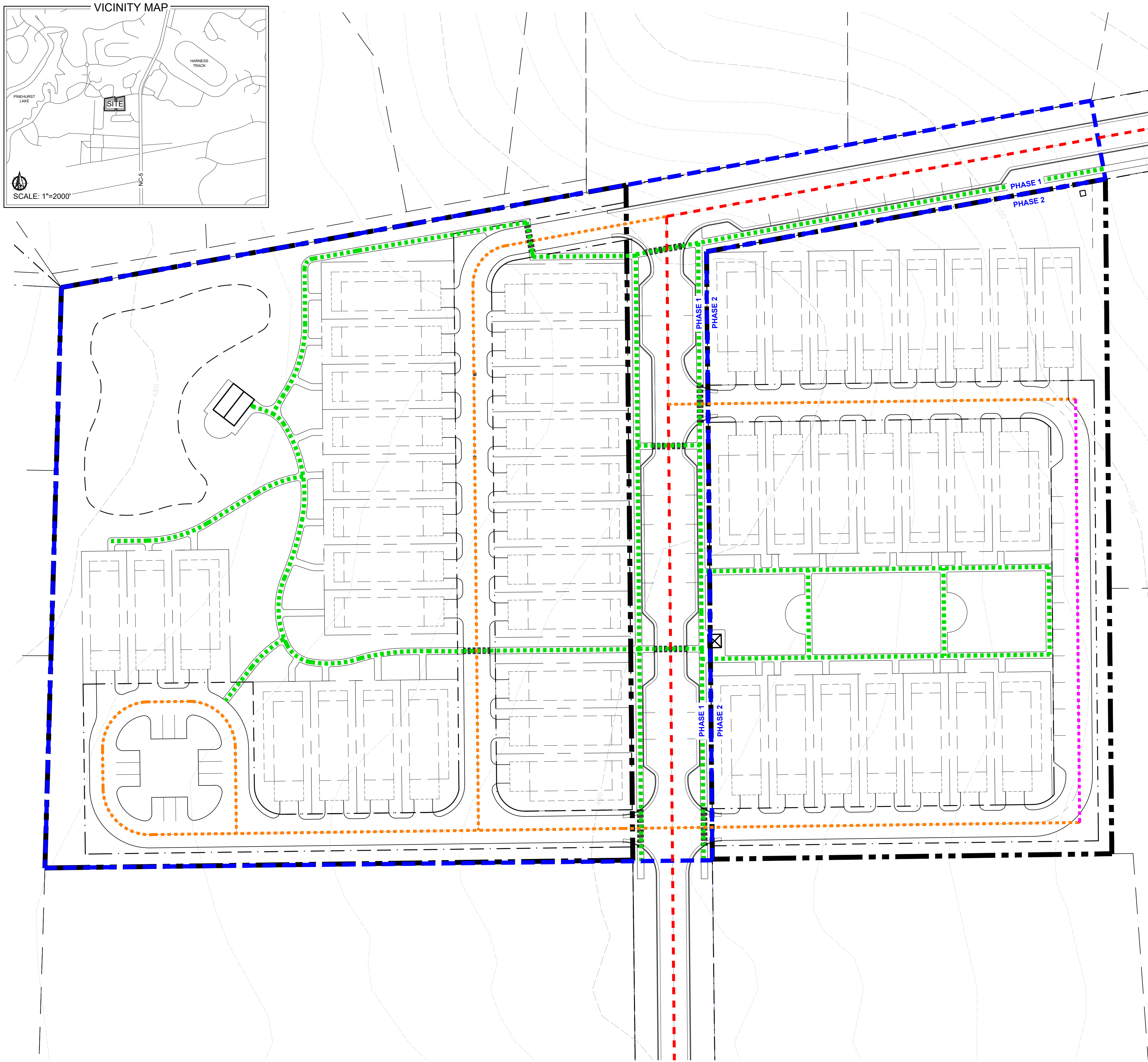
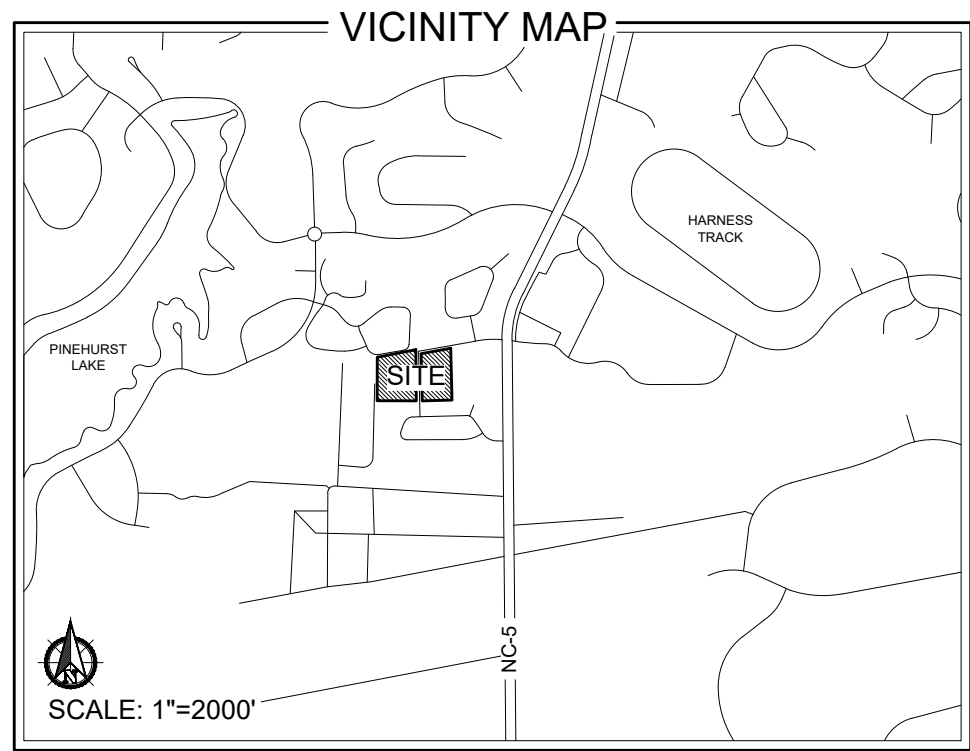
PHASING NOTES:

1. PHASE 1 OF THE PROJECT IS ANTICIPATED TO BE COMPLETED WITHIN 2 YEARS OF THE APPROVAL OF THE REZONING APPLICATION. PHASE 2 WOULD BE COMPLETED WITHIN 2 YEARS OF THE COMPLETION OF THE COMPLETION OF PHASE 1

SANDHILLS ALLIANCE CHURCH OF THE CHRISTIAN AND MISSIONARY ALLIANCE
PARCEL ID: 20050175
DB 4431 PG 295
PC 7 SL 494
ZONING: PS BLOCK H

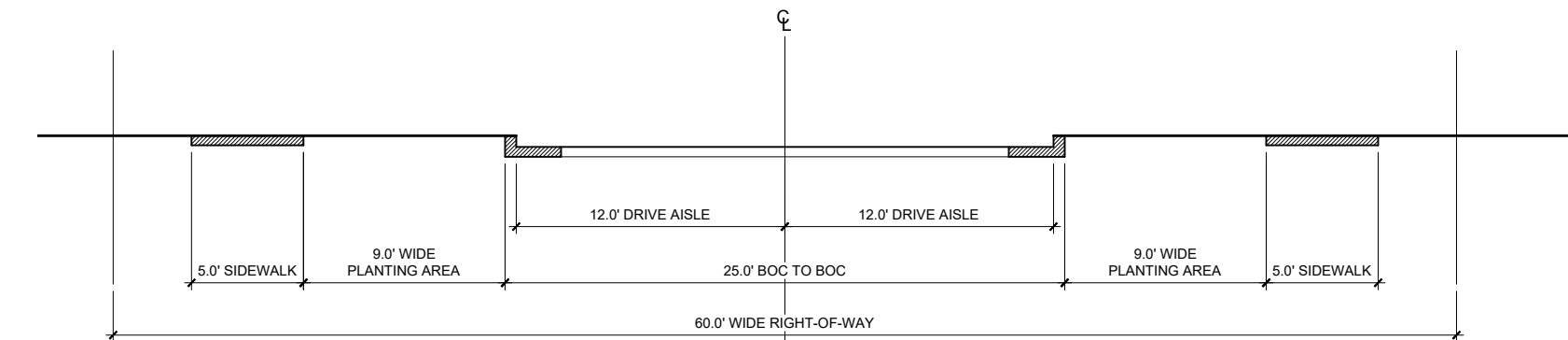
JLKRRHK INVESTMENTS LLC
PARCEL ID: 00055651
DB 5265 PG 213
ZONING: PS BLOCK H



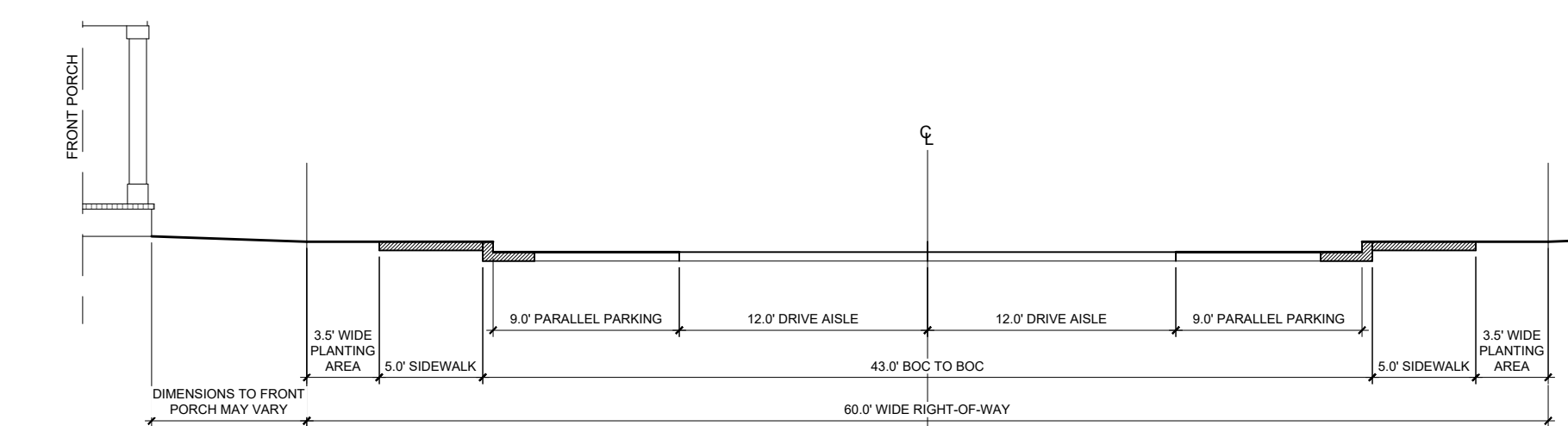


ROADWAY LEGEND

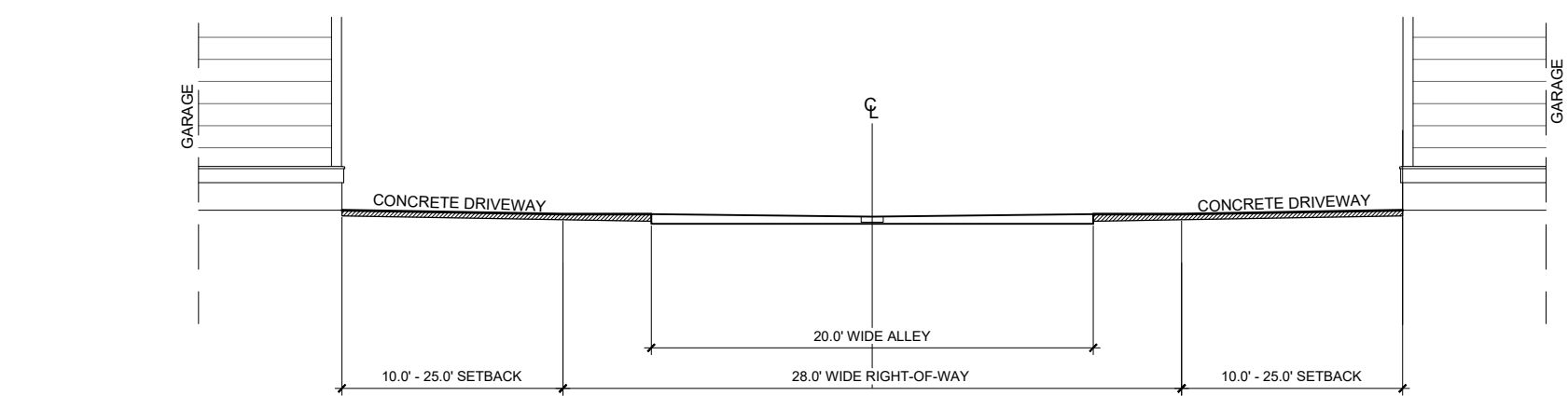
	= 60' R/W (PUBLIC STREET)
	= 28' R/W (PRIVATE TWO-WAY ALLEY)
	= 33' R/W (PRIVATE TWO-WAY ALLEY W/ PARALLEL PARKING)
	= PEDESTRIAN SIDEWALK



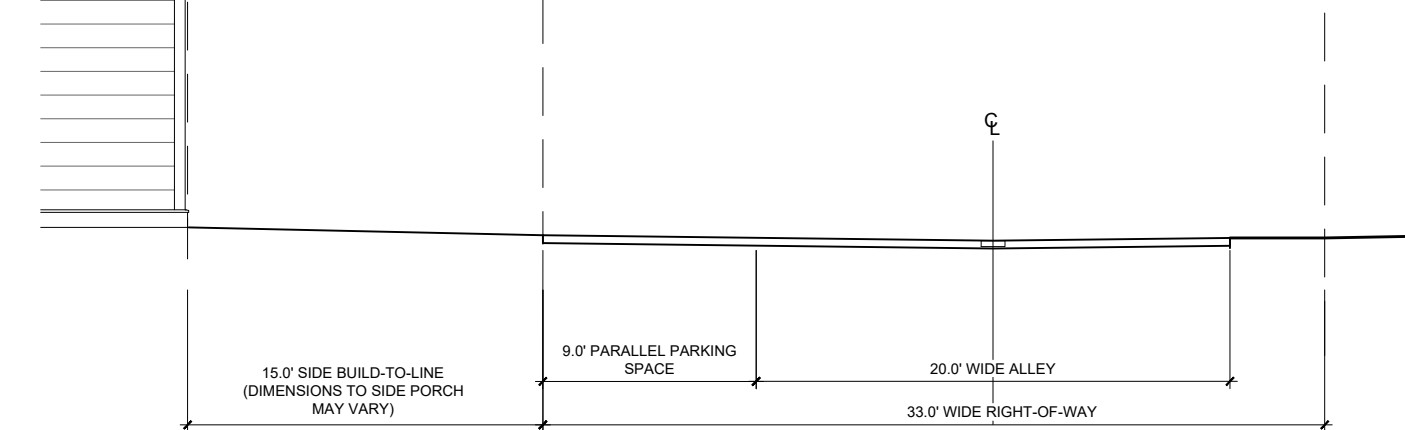
60' RIGHT-OF-WAY (PUBLIC STREET)
SECTION NTS



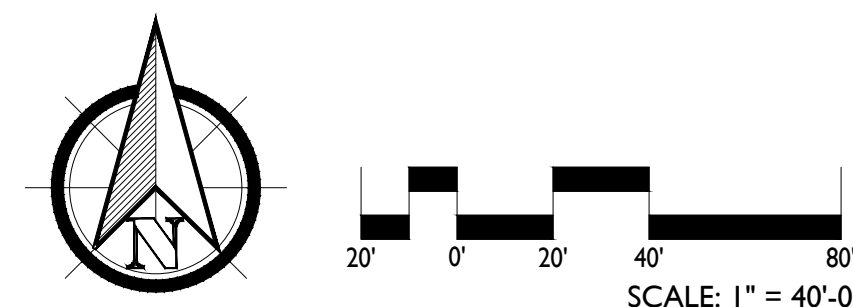
60' RIGHT-OF-WAY (PUBLIC STREET W/ ON STREET PARKING)
SECTION NTS



28' RIGHT-OF-WAY (PRIVATE ALLEY - TWO WAY)
SECTION NTS

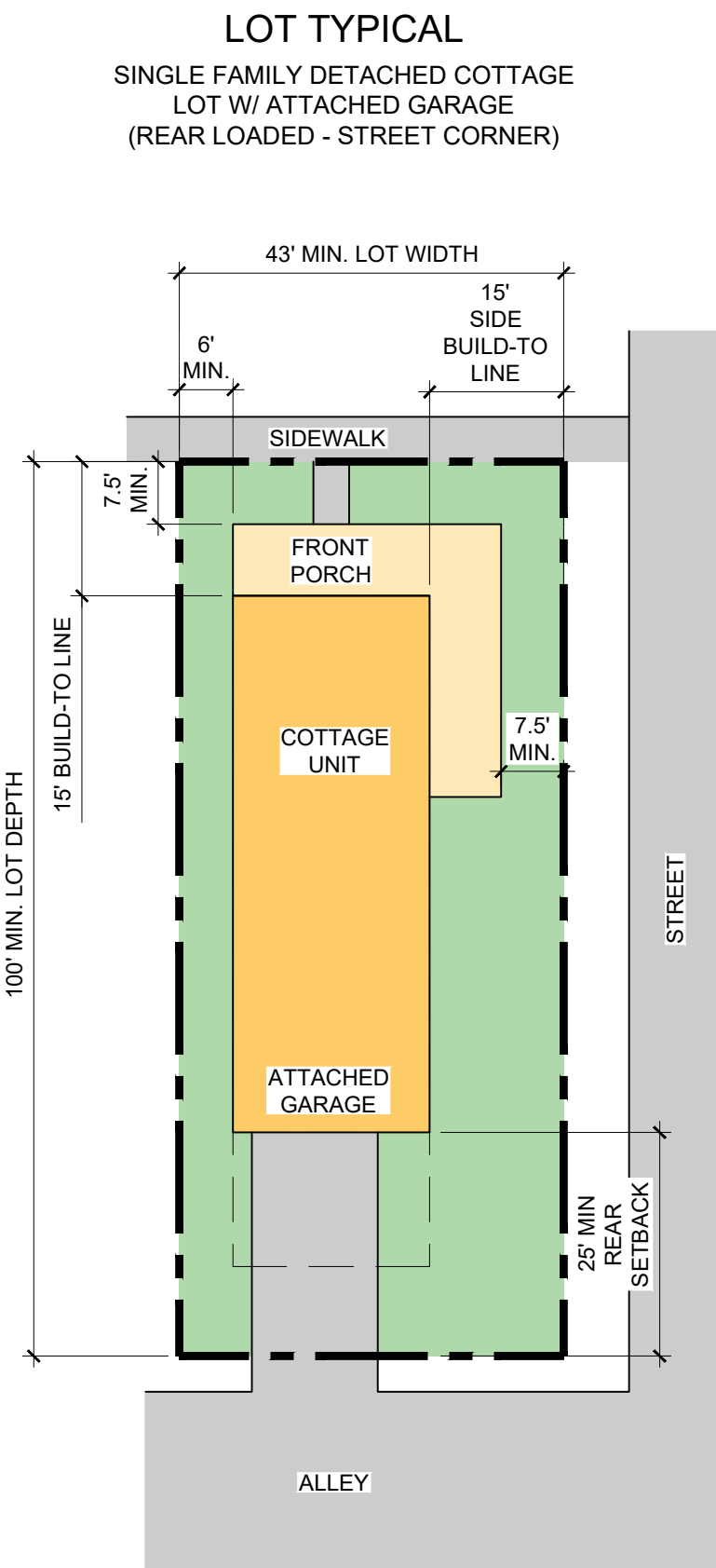
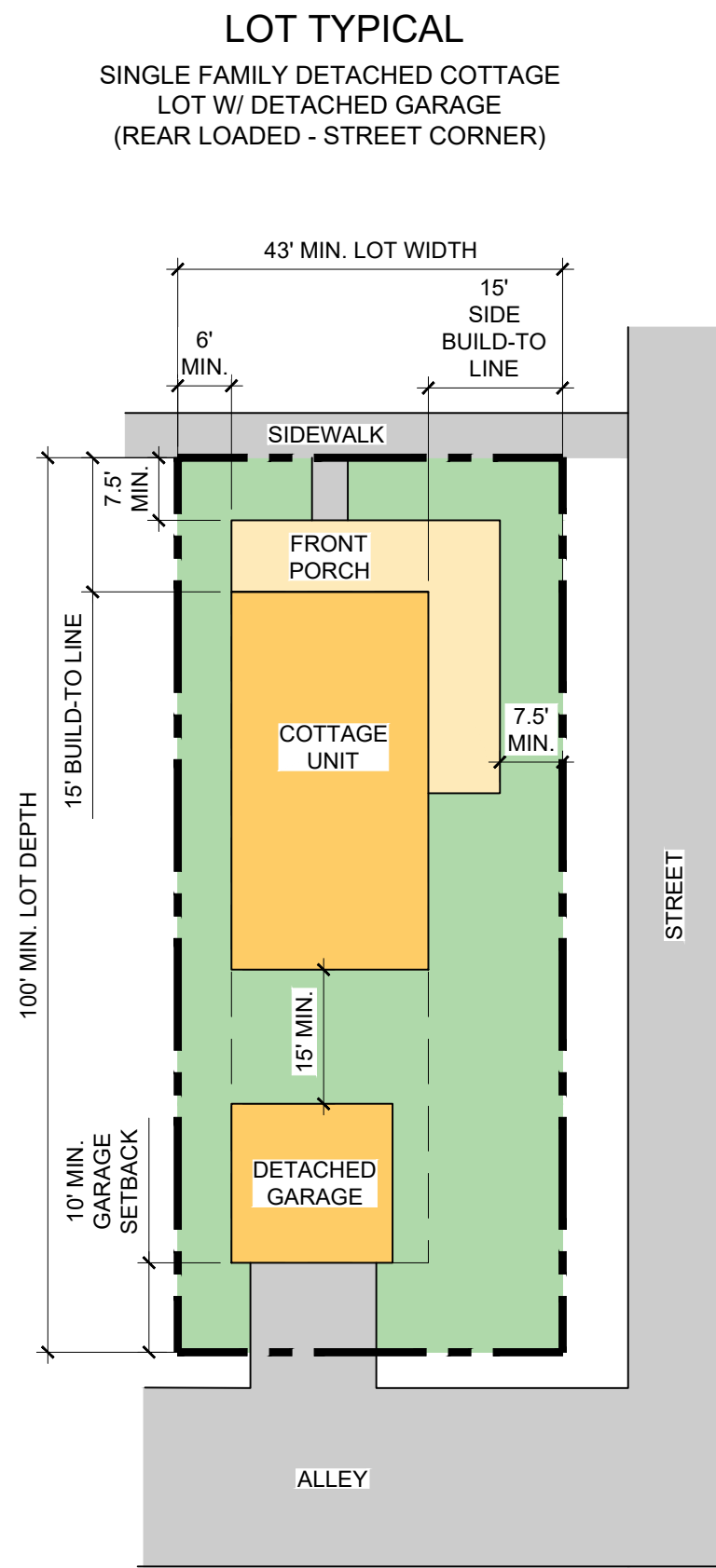
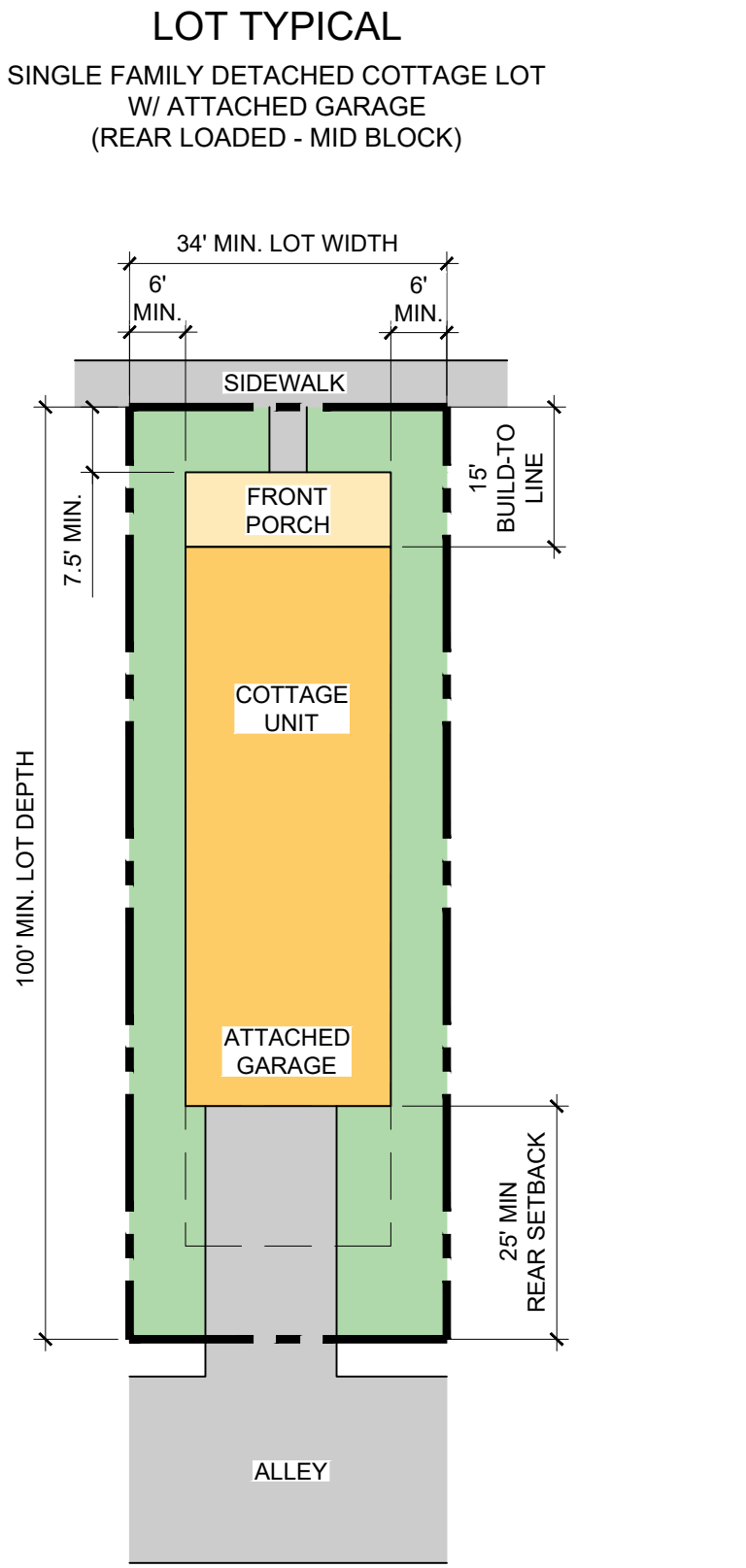
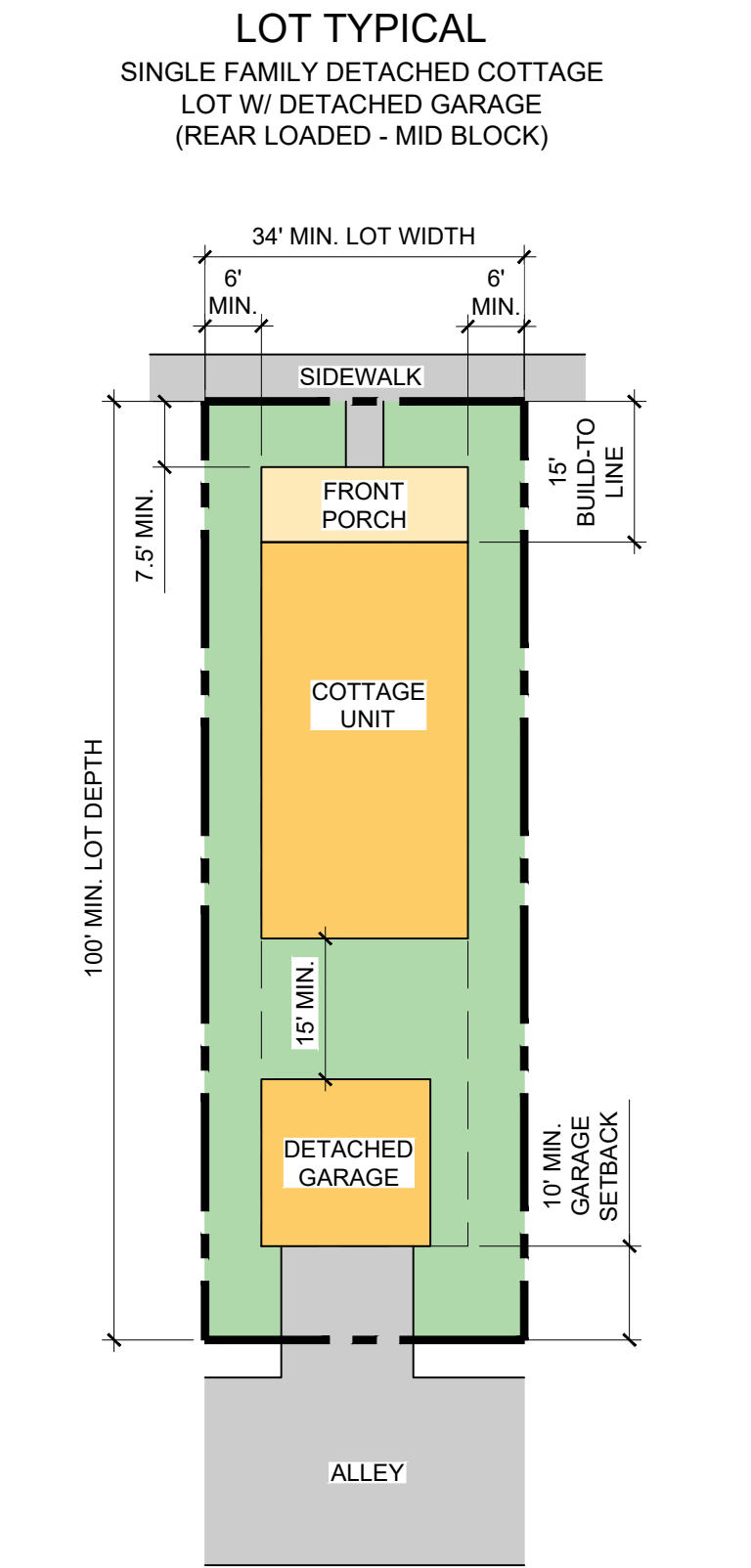


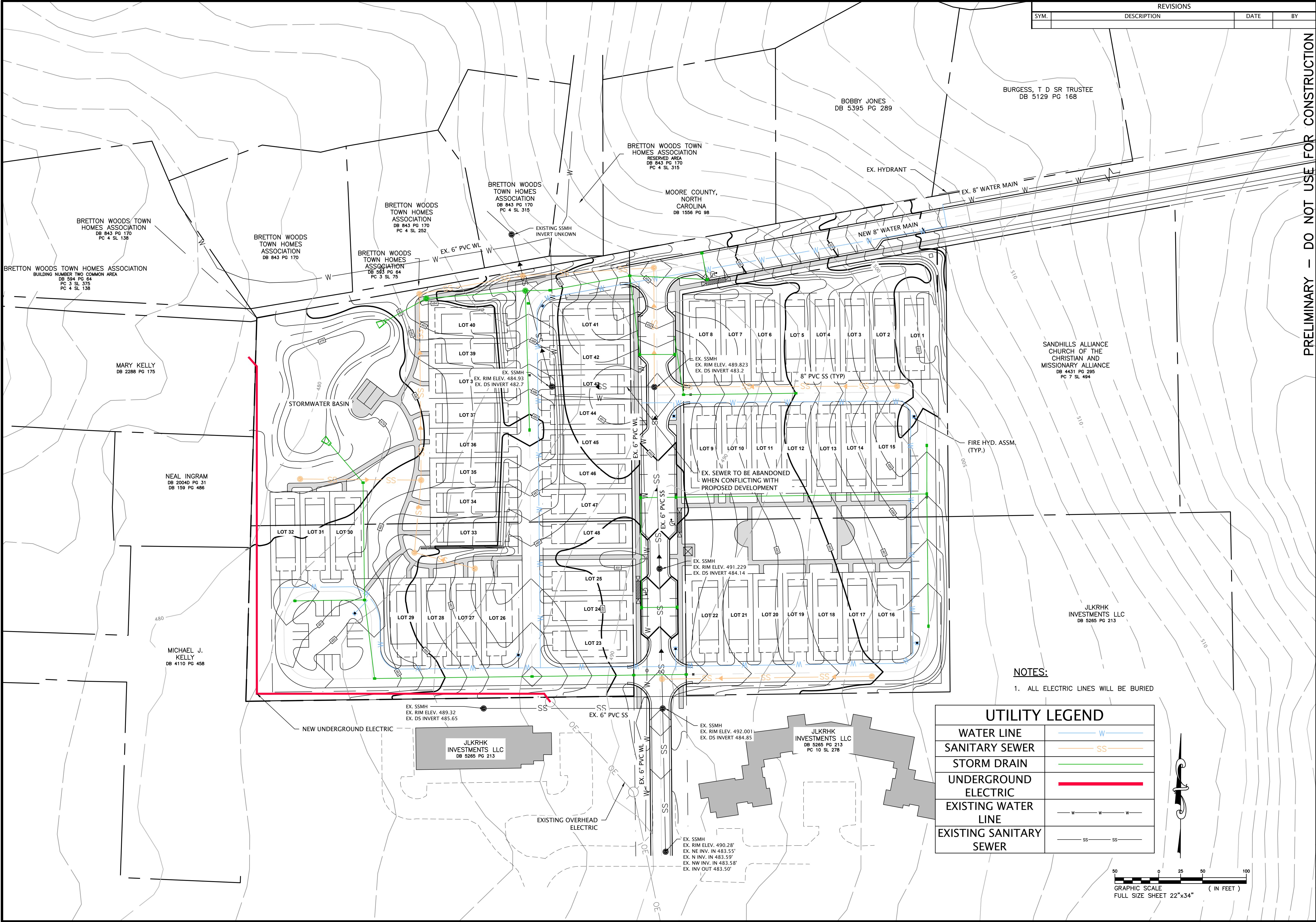
33' RIGHT-OF-WAY (PRIVATE ALLEY - TWO WAY W/ PARALLEL PARKING)
SECTION NTS



REVISIONS:

LOT TYPICALS:



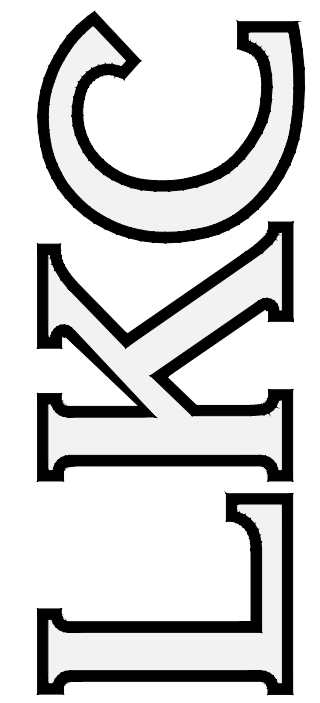


REVISIONS			
SYM.	DESCRIPTION	DATE	BY

PRELIMINARY – DO NOT USE FOR CONSTRUCTION

LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437
F: 910.637.0096
lkceengineering.com
License No. P-1095

Engineering
Landscape Architecture
Surveying



PROPOSED UTILITY LAYOUT

TROTTER HILL RESIDENTIAL

Pinehurst, North Carolina

DATE: OCTOBER, 2023

DESIGNED:

DRAWN:

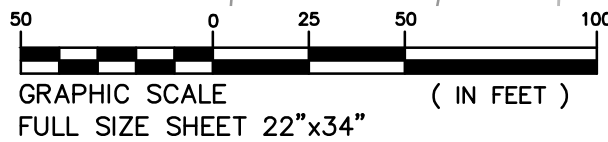
CHECKED:

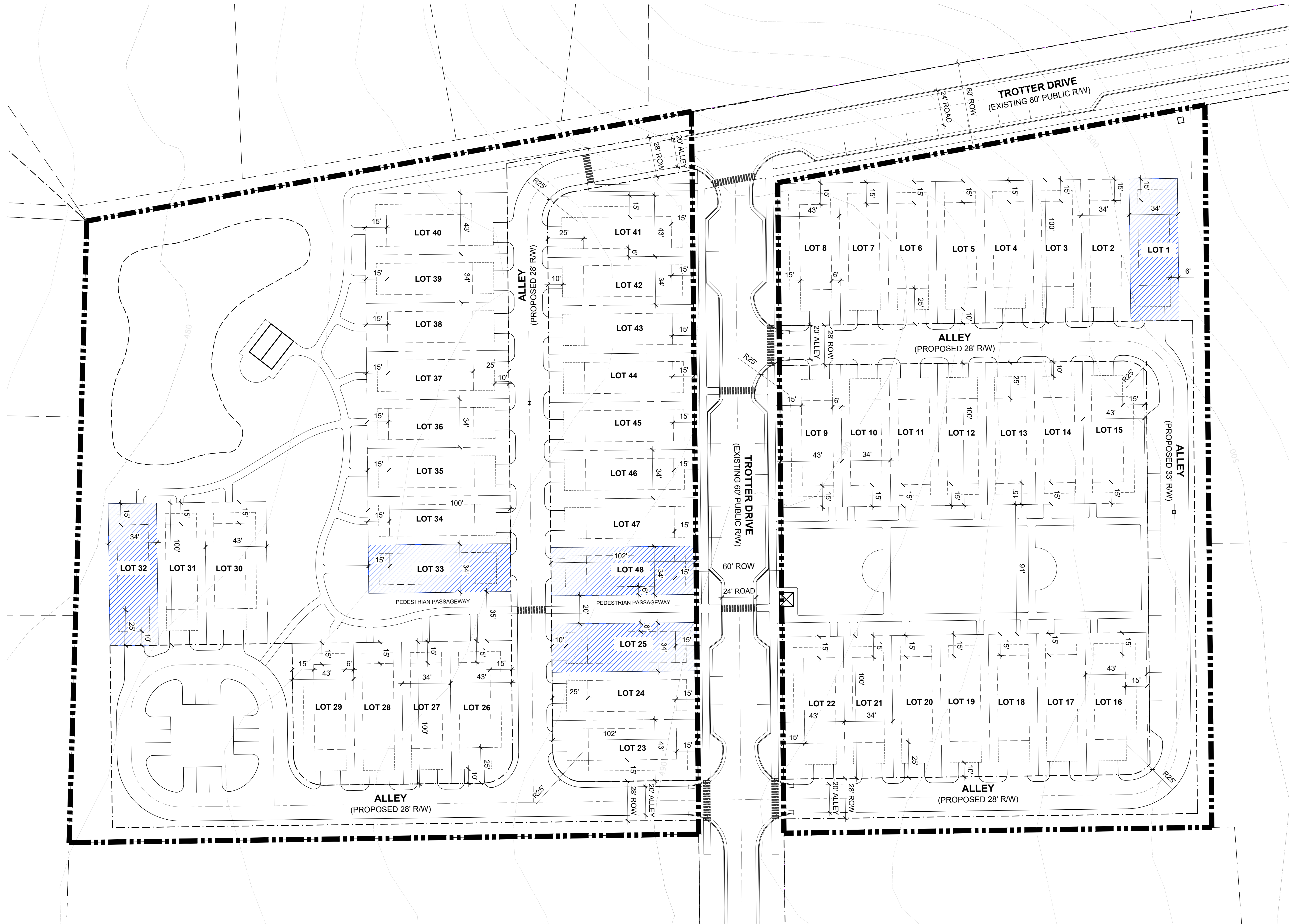
NO.

C-1.0

- NOTES:
- ALL ELECTRIC LINES WILL BE BURIED

UTILITY LEGEND	
WATER LINE	
SANITARY SEWER	
STORM DRAIN	
UNDERGROUND ELECTRIC	
EXISTING WATER LINE	
EXISTING SANITARY SEWER	





TROTTER HILLS

PINEHURST, NC

SINGLE FAMILY COTTAGE ELEVATIONS

1/4" = 1'



ASPHALT ROOF: CHARCOAL



F.C. SHAKE



F.C. LAP SIDING



F.C. BOARD & BATTEN



WHITE VINYL WINDOWS

MATERIAL COLORS TO MATCH APPROVED
VILLAGE OF PINEHURST COLOR PALETTE



KOONTZ
JONES
DESIGN



P.O. Box 244 Bunnlevel, NC 28323 (910) 890-2779

Michael Etowski
910-303-4828
pridebuiltnc@gmail.com

December 24, 2024

Subject: Update on Red-Cockaded Woodpecker (RCW) Assessment for Trotter Drive Project

Dear Mr Etowski,

This memo provides an update on the progress of the ecological assessment conducted for the Trotter Drive project (PINs: 855108873641, 855112873339, 855108779631, 855112779329) to evaluate the potential presence of Red-Cockaded Woodpecker (RCW) cavity trees and the impact of proposed development on their habitat. The results will be submitted to the U.S. Fish and Wildlife Service (USFWS) for their formal analysis and recommendations.

Assessment Methodology

- **Survey Approach:** Given the size of the tract, we conducted a basal area survey utilizing systematic plots across transects to thoroughly evaluate the presence of RCW cavity trees and assess habitat conditions.
- **Data Collected:** Field surveys documented habitat characteristics, including the density of mature pine stands, basal area measurements, and any observed RCW activity (e.g., cavity trees or foraging signs).

Findings

- No evidence of RCW cavity trees or foraging behavior was observed during the survey.
- While the tract includes mature pine stands, the observed habitat conditions did not indicate active RCW use.
- **Submission to USFWS:** The collected data, including plot survey results, habitat maps, and field observations, have been submitted to the USFWS for their review and analysis.
- **Response Timeline:** Per regulatory guidelines, the USFWS has up to 60 days from the date of submission to provide feedback on the assessment and issue recommendations regarding the proposed development's impact on RCW habitat.

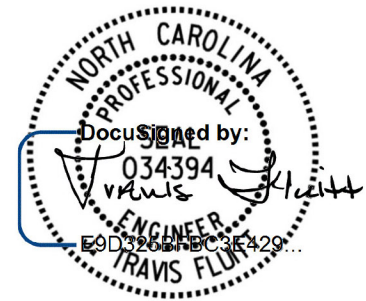
Please let me know if additional details are required for the submission package or if there are any further questions.

Sincerely,

Adam Carter
Senior Environmental Scientist

December 16, 2024

Mike Apke, P.E.
Public Services Director
Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374



12/16/2024

RE: Trotter Hills, Pinehurst, NC – Trip Generation Analysis Update

Kimley-Horn has prepared an update to the trip generation analysis originally dated July 28, 2023 for the proposed Trotter Hills residential development in Pinehurst, NC based on revisions to the proposed development plan. The original plan proposed up to 32 single family dwelling units and 35 townhomes. The updated plan consists of 48 single family dwelling units.

The trip generation potential of the development was estimated using rates and equations from the ITE *Trip Generation Manual* (11th Edition, 2021). As shown in Table 1 below, the updated development plan is projected to generate approximately 514 new daily trips, 38 new trips in the AM peak hour, and 50 new trips in the PM peak hour. This is approximately 140 fewer daily trips, 22 fewer AM peak hour trips, and 20 fewer PM peak hour trips than originally estimated in the July 2023 analysis. Detailed trip generation calculations are attached.

Table 1 ITE Trip Generation (Vehicles)							
Land Use	Size	Daily		AM		PM	
		In	Out	In	Out	In	Out
Single Family Detached Housing (LUC 210)	48 d.u.	257	257	10	28	32	18
<i>Total Net New Trips – 2023 Plan</i>		327	327	15	45	44	26
Difference (Proposed vs. 2023 Plan)		-70	-70	-5	-17	-12	-8

The development is still planned to be accessed via Trotter Drive and Holly Pines Drive, both of which connect to NC 5. NCDOT STIP Project R-5892 plans to improve NC 5 to add a two-way left-turn lane at Holly Pines Drive. Based on discussions with NCDOT and Village staff, there is sufficient capacity on the adjacent roadway network to accommodate projected site traffic. Therefore, no additional analysis or roadway improvements should be required for this development. Please let me know if you have any questions or require any further information.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Travis Fluitt, P.E.
Senior Project Manager

Trotter Hills

Table 1 - Trip Generation Update

Land Use	Intensity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
<u>210</u> Single Family Detached Housing	48 d.u.	514	257	257	38	10	28	50	32	18
<i>Total Net New External Trips - 2023 Plan</i>		654	327	327	60	15	45	70	44	26
Difference (Proposed vs. 2023 Plan)		-140	-70	-70	-22	-5	-17	-20	-12	-8

LKC Engineering, PLLC

140 Aqua Shed Court * Aberdeen, NC 28315 * Phone (910) 420-1437

License # P-1095

Trotter Hills Development

Needed Fire Flow Calculation

Refer to GUIDE FOR DETERMINATION OF NEEDED FIRE FLOW (EDITION 06-2014)

$$NFFi = (Ci)(Oi)[1.0 + (X+P)i]$$

NFFi= the needed fire flow in gallons per minute
Ci = a factor related to the type of construction and effective area
Oi = a factor related to the type of occupancy
X = a factor related to the exposure hazard of the adjacent buildings
P = a factor related to the communication hazard with adjacent buildings

- 1 Predominant construction type and the factor (F)
- 2 Effective area (A)
- 3 Substitute values for F and A in the formula $C=18F(A^{0.5})$
- 4 Round Construction factor (C) to nearest 250gpm
- 5 Occupancy Type and factor (O)
- 6 exposure building factor (X)
- 7 factor related to communications between buildings is (P)
- 8

F= 1.5 (Class 1-Frame)
A= 3,000 sf (largest footprint)
 $C= 18 \cdot F(A^{0.5}) = 1,478.85$

Oi = 0.85

Table 330A(1) for X = 0.095

P = 0

Need Fire Flow: $NFFi = (Ci)(Oi)[1.0 + (X+P)i] = 1,376.4 \text{ gpm}$
Rounded to nearest 250gpm **1,500 gpm**

F = factors for construction class

- 1.5 Class 1 (Frame)
- 1 Class 2 (Jointed Masonry)
- 0.8 Class 3 (Non-combustible)
- 0.8 Class 4 (Masonry Non-combustible)
- 0.6 Class 5 (Modified Fire Resistive)
- 0.6 Class 6 (Fire Resistive)

O = Occupancy Factors

- 0.75 C-1 (Noncombustible)
- 0.85 C-2 (Limited Combustibility)
- 1 C-3 (Combustible)
- 1.15 C-4 (Free Burning)
- 1.25 C-5 (Rapid Burning or Flash Burning)

Calculations by:

Jackson Maples

12/27/24

Date



**Consider Ordinance 25-06 Trotter Drive Zoning Map Amendment
ADDITIONAL AGENDA DETAILS:**

FROM: Alex Cameron, Planning & Inspections Director
CC: Village Council;
DATE OF MEMO: 03/17/2025

MEMO DETAILS

Attached for Council's consideration is a draft ordinance to approve a conditional zoning map amendment for approximately 8.04 acres of land (four parcels) located in the vicinity of Trotter Drive west of NC Highway 5 further identified by Parcel ID #'s 00052965, 00052966, 00052967, and 00052968 from PS-FBD-H (Pinehurst South Form Based District Block H) to PS-FBD-H-CD (Pinehurst South Form Based Conditional District Block H).

For additional material related to the conditional zoning request, see the Public Hearing agenda item.

ATTACHMENTS

1. DRAFT Ordinance 25-06 Official Zoning Map Amendment (Trotter Dr.)

ORDINANCE #25-06:

AN ORDINANCE AMENDING THE OFFICIAL PINEHURST ZONING MAP AS IT PERTAINS TO THE CONDITIONAL ZONING OF APPROXIMATELY 8.04 ACRES LOCATED AT TROTTER DRIVE & CONSISTING OF PID'S # 00052965, 00052966, 00052967, 00052968.

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

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

WHEREAS, the Planning & Zoning Board held a public hearing on November 2, 2023 and recommended the zoning map amendment be denied due to inconsistency with the 2019 Comprehensive Plan and the Village Place Small Area Plan and the Form-Based Guidance Plan; and

WHEREAS, the Village Council on February 13, 2024 decided to refer the proposal back to the Planning and Zoning Board for collaborative work on the project design and conditions and a reconsideration on the recommendation; and

WHEREAS, the applicant revised the proposal and on March 6, 2025 the Planning & Zoning Board unanimously recommended the zoning map amendment be approved; and

WHEREAS, a public hearing was held on March 25, 2025, in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction. The purpose of this public hearing was to consider the rezoning of approximately 8.04 acres of land located on Trotter Dr. and further identified by Parcel ID's #00052965, 00052966, 00052967, 00052968 from PS-FBD-H (Pinehurst South Form Based District Block H) to PS-FBD-H CZ (Pinehurst South Form Based Block H Conditional District), at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were provided an opportunity to comment on the proposed rezoning; and

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

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled on this 25th day of March 2025 as follows:

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

SECTION 2. The proposed project is located within Focus Area 2: Highway 5 Commercial Area as identified on the Conservation and Growth Map on page 62 of the 2019 Comprehensive Plan and as a Suburban Neighborhood. Suburban neighborhood is defined by "conventional suburban development patterns of primarily detached single-family houses, but may also include multi-family, churches, schools, parks and other public/civic uses."

SECTION 3. The proposed rezoning is supported by Implementation Strategy 2.3 which indicates that the Village should create a small area plan for Focus Area 2.

SECTION 4. The adopted Pinehurst South Small Area Plan indicates two potential build-out plans, one low and one high density (pages 70-71). The low-density scenario indicates the proposed project area as single-family infill while the high-density scenario indicates the area as proposed multi-family infill. The preferred build-out plan indicates the subject area as proposed multi-family infill.

SECTION 5. The adopted Pinehurst South Form Based Guidance Plan includes a Regulating Plan which identifies the project area as Block H. The Regulating Plan further indicates the proposed building types and building heights by block. Block H calls for both single-family attached (townhouse), as well as single-family detached.

SECTION 6. The proposed rezoning is consistent with the Form-Based Guidance Plan Regulating Plan, Site Design, Street Design, Landscape Design, and Architectural Design recommendations.

SECTION 7. That the Pinehurst Zoning Map of the Village of Pinehurst and its extraterritorial zoning jurisdiction hereby is amended by the conditional zoning of approximately 8.04 acres of land (four parcels) located in the vicinity of Trotter Drive west of NC Highway 5 further identified by Parcel ID #'s 00052965, 00052966, 00052967, and 00052968 from PS-FBD-H (Pinehurst South Form Based District Block H) to PS-FBD-H-CD (Pinehurst South Form Based Conditional District Block H) by the Village of Pinehurst effective March 25, 2025 with the following conditions:

Conditions Table			
	Type	Requirement	Requested Condition
1	Dimensional Requirements Table 9.2b	Front build-to line SFD = 15'	SFD= Front build to line 15' Front porches may extend up to 7.5' (50%) into the front build-to-line
2	Dimensional Requirements Table 9.2b	Corner Side build to line SFD= 15'	Side porches may extend up to 7.5' (50%) into the side build-to-line
3	Dimensional Requirements Table 9.2b	Corner Lot (Cottage) Dimensions Minimum Lot Width = 42' Side build to line SFD = 15'	Apply Mid-Block Dimensions to Lots #1, 25, 32, 33 & 48 (Minimum Lot Width = 34' Corner Side Build to line = 6')
4	Dimensional Requirements Table 9.2b	Min. Lot Depth SFD= 75'	Min. Lot Depth SFD = 100' Min.
5	Watershed Protection Overlay District 8.3	SFD in the WS-II Watershed is limited to one dwelling unit per acre or 12% built upon area unless a Special Intensity Allocation (SIA) is granted. SIA only available for non-residential and multi-family development.	Grant a SIA for single-family development and allow for up to 70% built upon area.

6	Dimensional Requirements Table 9.2b	Max. Impervious Surface per Lot 70%	If a SIA is granted, allow up to 100% impervious per lot. <i>(Total development not to exceed 70% impervious)</i>
7	Dimensional Requirements Table 9.2b	Min. Amount of Open Space 15%	Min. Amount of Open Space 25%
8	Landscaping for Single-family development 9.14.6	Buffer Yard Landscaping Standards	Not apply to the individual lots

SECTION 8. This Ordinance shall be and remain in full force and effect from and after March 25, 2025.

Adopted this 25th day of March 2025.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney

Applicant/Owner Agreed to Conditions:



**Consider Resolution 25-10 Appointment of Mr. Bruce Geddes to the
Neighborhood Advisory Committee (Western ETJ)
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/18/2025

MEMO DETAILS

Background:

The Village of Pinehurst established the Neighborhood Advisory Committee (NAC) in 2008 to foster communication between residents and the Village Council. On April 11, 2023, the Village Council officially reorganized the NAC to enhance its role in community engagement. As part of these efforts, on February 11, 2025, the Council adopted an updated NAC Map to include the ETJ of the Village. The Village now needs to fill the newly created ETJ NAC Representative.

Recommendation:

I am pleased to recommend Mr. Bruce Geddes for appointment to the NAC as a representative of the Western ETJ area. Mr. Geddes has demonstrated a strong commitment to community engagement and will bring valuable insight to the committee. His dedication to his neighborhood make him an excellent candidate for this role.

ATTACHMENTS

1. DRAFT Resolution 25-10 Appoint NAC (Geddes)

RESOLUTION #25-10:

**A RESOLUTION APPOINTING THE NEIGHBORHOOD ADVISORY COMMITTEE
REPRESENTATIVE FOR THE WESTERN ETJ NEIGHBORHOOD.**

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, the Village of Pinehurst adopted an updated Neighborhood Advisory Committee Map, which includes the Jackson Hamlet / Pinehurst South ETJ neighborhood and the Western ETJ neighborhood, on the 11th of February 2025; and

WHEREAS, Mr. Bruce Geddes and the Village Council of the Village of Pinehurst are desirous of Mr. Geddes serving as a representative of the Western ETJ 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 25th day of March 2025 as follows:

Mr. Bruce Geddes is appointed as a representative of the Western ETJ area on the Neighborhood Advisory Committee, effective March 25th, 2025, said term to expire June 30th, 2027.

THIS RESOLUTION passed and adopted this 25th day of March 2025.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney



**Consider Resolution 25-09 Authorizing the Sale of Certain Real Property at
Public Auction (Longleaf Dr.)
ADDITIONAL AGENDA DETAILS:**

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/11/2025

MEMO DETAILS

Resolution 25-09 will be removed from the March 25, 2025, Council Regular Meeting agenda. Sale details are still being determined.

ATTACHMENTS

None



Consider Resolution 25-11 Opposing Senate Bill 382

ADDITIONAL AGENDA DETAILS:

Background:

Senate Bill 382, initially vetoed by Governor Roy Cooper on November 26, 2024, was overridden by the North Carolina House of Representatives and ratified as Session Law 2024-57 on December 11, 2024. A key provision in this legislation—Subpart III-K—removes the ability of local governments to initiate down-zoning amendments without the written consent of all affected property owners. This amendment to G.S. 160D-601(d) significantly limits municipal authority over land use planning and development regulations.

Impact on the Village of Pinehurst:

The removal of local government-initiated down-zoning authority potentially undermines the Village's ability to implement the 2019 Comprehensive Plan, particularly in balancing conservation with growth and preserving green spaces. This limitation restricts our ability to adapt zoning regulations to evolving community needs and growth concerns.

Regional and Statewide Opposition:

Other municipalities within Moore County and across North Carolina share these concerns. Many local governments oppose this legislation, recognizing its broad negative impact on responsible planning and sustainable development.

Attached is a resolution for the Council's review and potential approval in opposition to SB 382.

FROM: Shannon Konstantinou, Village Clerk
CC: Village Council; Doug Willardson
DATE OF MEMO: 03/18/2025

MEMO DETAILS

ATTACHMENTS

1. DRAFT Resolution 25-11 Council Resolution Opposing Senate Bill 382

RESOLUTION #25-11:

A COUNCIL RESOLUTION OPPOSING SENATE BILL 382.

WHEREAS, Senate Bill 382 Disaster Relief-3/Budget/Various Law Changes was vetoed by Governor Roy Cooper on November 26th, 2024; and

WHEREAS, the North Carolina House of Representatives overrode Governor Cooper's veto and Senate Bill 382 was ratified as Session Law 2024-57 on December 11th, 2024; and

WHEREAS, Session Law 2024-57 Senate Bill 382 contains Subpart III-K Local Government: No Local Government Initiated Down-Zoning Without Consent of Affected Property Owners, which includes Sections 3K.1.(a)-(b) amending G.S. 160D-601(d); and

WHEREAS, the amendment to G.S. 160D-601(d) inserted on the last page of the bill without any opportunity for the public to review and comment removed local government authority to initiate down-zoning amendments without the written consent of all property owners whose property is the subject of the down-zoning; and

WHEREAS, this amendment impedes the ability of local governments to manage development and land use within their communities; and

WHEREAS, this amendment negatively impacts the ability of the Village Council of the Village of Pinehurst to implement the 7 Guiding Principles of the 2019 Comprehensive Plan, specifically Guiding Principle 2: Balancing Conservation & Growth, Guiding Principle 6: Supporting Infrastructure & Utilities, and Guiding Principle 7: All Things Green: Parks, Open Spaces & Natural Resources; and

WHEREAS, this amendment undermines the Village Council of the Village of Pinehurst from appropriately updating and revising the Village's Comprehensive Plan to meet future resident and community needs and to address concerns regarding growth and land use within the Village.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a Regular Meeting assembled this 25th day of March 2025 as follows:

Section 1. The Village of Pinehurst opposes the section of Senate Bill 382 amending G.S. 160D-601(d), which is found on page 131 of Senate Bill 382.

Section 2. The Village of Pinehurst encourages the North Carolina General Assembly to rescind the section of Senate Bill 382 amending G.S. 160D-601(d) and to allow local governments the opportunity to review and provide feedback on future legislation that would impact their regulatory authority within their communities.

THIS RESOLUTION passed and adopted this 25th day of March 2025.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney



Consider Ordinance 25-05 Amending the SMPO Special Revenue Fund Budget ADDITIONAL AGENDA DETAILS:

FROM: Dana Van Nostrand, Financial Services Director
CC: Village Council;
DATE OF MEMO: 03/17/2025

MEMO DETAILS

The Sandhills Metropolitan Planning Organization (SMPO) Governing Board approved an amendment to its FY 2025 Unified Planning Work Program (UPWP) at its March 19, 2025 meeting. The amendment increased the amount of funds available for spending for the following items:

- \$1,600 of Safe and Accessible Transportation Options (Complete Streets) funding (100% federal cost share)
- \$61,050 of State Planning & Research funds from FY 2024 for the metropolitan transportation plan (80% federal/20% local cost share)

The Village's SMPO Special Revenue Fund budget must be amended to increase the expenditure appropriations and estimated revenues for these additional funds.

ATTACHMENTS

1. SMPO_PWP_2025 Amendment #1
2. Ordinance 25-05 FY 2025 SMPO SRF Budget Amendment



Sandhills Metropolitan Planning Organization

FY 2025 PWP

Amendment #1

FTA CODE	TASK CODE	TASK DESCRIPTION	MPO Planning and Admin - PL104			Safe and Accessible Transportation Options - Y410 Federal 100%	Task Funding Summary			
			Local 20%	Federal 80%	TOTAL 100%		Local	State	Federal	TOTAL
	II-A	Data and Planning Support	\$ 1,300	\$ 5,200	\$ 6,500	\$ -	\$ 1,300	\$ -	\$ 5,200	\$ 6,500
44.24.00	II-A-1	Networks and Support Systems	\$ 100	\$ 400	\$ 500	\$ -	\$ 100	\$ -	\$ 400	\$ 500
44.23.01	II-A-2	Travelers and Behavior	\$ 800	\$ 3,200	\$ 4,000	\$ -	\$ 800	\$ -	\$ 3,200	\$ 4,000
44.23.02	II-A-3	Transportation Modeling	\$ 400	\$ 1,600	\$ 2,000	\$ -	\$ 400	\$ -	\$ 1,600	\$ 2,000
	II-B	Planning Process	\$ 31,740	\$ 126,960	\$ 158,700	\$ 1,455	\$ 31,740	\$ -	\$ 128,415	\$ 160,155
44.23.02	II-B-1	Targeted Planning	\$ 200	\$ 800	\$ 1,000	\$ -	\$ 200	\$ -	\$ 800	\$ 1,000
44.23.01	II-B-2	Regional Planning (CTP, MTP, etc)	\$ 5,540	\$ 22,160	\$ 27,700	\$ -	\$ 5,540	\$ -	\$ 22,160	\$ 27,700
		Safe and Accessible Transp. Options	\$ -	\$ -	\$ -	\$ 1,455	\$ -	\$ -	\$ 1,455	\$ 1,455
44.27.00	II-B-3	Special Studies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		MTP Consultant	\$ 26,000	\$ 104,000	\$ 130,000	\$ -	\$ 26,000	\$ -	\$ 104,000	\$ 130,000
		Transit Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	III-A	Planning Work Program	\$ 700	\$ 2,800	\$ 3,500	\$ -	\$ 700	\$ -	\$ 2,800	\$ 3,500
44.21.00	III-A-1	Planning Work Program	\$ 600	\$ 2,400	\$ 3,000	\$ -	\$ 600	\$ -	\$ 2,400	\$ 3,000
44.24.00	III-A-2	Metrics and Performance Measures	\$ 100	\$ 400	\$ 500	\$ -	\$ 100	\$ -	\$ 400	\$ 500
	III-B	Transp. Improvement Plan	\$ 500	\$ 2,000	\$ 2,500	\$ -	\$ 500	\$ -	\$ 2,000	\$ 2,500
44.25.00	III-B-1	Prioritization	\$ 300	\$ 1,200	\$ 1,500	\$ -	\$ 300	\$ -	\$ 1,200	\$ 1,500
44.25.00	III-B-2	TIP	\$ 100	\$ 400	\$ 500	\$ -	\$ 100	\$ -	\$ 400	\$ 500
44.25.00	III-B-3	Merger/Project Development	\$ 100	\$ 400	\$ 500	\$ -	\$ 100	\$ -	\$ 400	\$ 500
	III-C	Cvl Rgts. Cmp./Otr .Reg. Reqs.	\$ 540	\$ 2,160	\$ 2,700	\$ -	\$ 540	\$ -	\$ 2,160	\$ 2,700
44.27.00	III-C-1	Title VI Compliance	\$ 100	\$ 400	\$ 500	\$ -	\$ 100	\$ -	\$ 400	\$ 500
44.27.00	III-C-2	Environmental Justice	\$ 40	\$ 160	\$ 200	\$ -	\$ 40	\$ -	\$ 160	\$ 200
44.27.00	III-C-3	Minority Business Enterprise Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44.27.00	III-C-4	Planning for the Elderly	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44.27.00	III-C-5	Safety/Drug Control Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44.27.00	III-C-6	Public Involvement	\$ 400	\$ 1,600	\$ 2,000	\$ -	\$ 400	\$ -	\$ 1,600	\$ 2,000
44.27.00	III-C-7	Private Sector Participation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44.27.00	III-D	Statewide & Extra-Regional Planning	\$ 600	\$ 2,400	\$ 3,000	\$ -	\$ 600	\$ -	\$ 2,400	\$ 3,000
44.27.00	III-E	Management Ops, Program Suppt Admi	\$ 4,029	\$ 16,116	\$ 20,145	\$ -	\$ 4,029	\$ -	\$ 16,116	\$ 20,145
		SUBTOTAL DIRECT COSTS	\$ 39,409	\$ 157,636	\$ 197,045	\$ 1,455	\$ 39,409	\$ -	\$ 159,091	\$ 198,500
		Indirect Costs (10% of MTDC)	\$ 3,941	\$ 15,764	\$ 19,705	\$ 145	\$ 3,941	\$ -	\$ 15,909	\$ 19,850
		TOTALS	\$ 43,350	\$ 173,400	\$ 216,750	\$ 1,600	\$ 43,350	\$ -	\$ 175,000	\$ 218,350

FY 2024 Funds			MPO SPR			Safe and Accessible Transportation Options - Y410 Federal 100%	Task Funding Summary			
FTA CODE	TASK CODE	TASK DESCRIPTION	Local 20%	Federal 80%	TOTAL 100%		Local	State	Federal	TOTAL
44.27.00	II-B-3	Special Studies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		MTP Consultant	\$ 12,210	\$ 48,840	\$ 61,050	\$ -	\$ 12,210	\$ -	\$ 48,840	\$ 61,050
		TOTALS	\$ 12,210	\$ 48,840	\$ 61,050	\$ -	\$ 12,210	\$ -	\$ 48,840	\$ 61,050

Member Dues:	% of Population per MOU	Local Match Budget		
		PL104	FY 2024 Funds	Total
Pinehurst	29.01%	\$ 12,576	\$ 3,543	\$ 16,119
Southern Pines	25.75%	11,163	3,144	14,307
Aberdeen	14.04%	6,086	1,714	7,800
Whispering Pines	7.92%	3,433	967	4,400
Pinebluff	2.41%	1,045	294	1,339
Taylortown	1.05%	455	128	583
Moore County	19.82%	8,592	2,420	11,012
	100.00%	\$ 43,350	\$ 12,210	\$ 55,560

Note: The local match amounts above assume the members agree to use the MOU percentage shares. The Governing Board may adopt a different local match sharing arrangement for specific funding sources.

ORDINANCE #25-05:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2025, REGARDING REVENUES AND EXPENDITURES OF THE SANDHILLS METROPOLITAN PLANNING ORGANIZATION SPECIAL REVENUE FUND

THAT WHEREAS, Ordinance 24-11, adopted on June 4, 2025, appropriated funds for the FY 2025 Sandhills Metropolitan Planning Organization (SMPO) Special Revenue Fund budget based on the Unified Planning Work Program (UPWP) adopted by the SMPO Governing Board at the time; and

WHEREAS, the SMPO Governing Board approved an amendment to the FY 2025 UPWP on March 19, 2025 to add grant funds awarded by the North Carolina Department of Transportation; and

WHEREAS, a budget amendment is needed to increase expenditure appropriations and amend anticipated revenues in the SMPO Special Revenue Fund for the additional grant funds that were not included in Ordinance 24-11;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 25th day of March, 2025, as follows:

SECTION 1. To amend the FY 2025 SMPO Special Revenue Fund budgeted expenditures, the following amounts are to be added to the expenditure appropriations:

SMPO SPECIAL REVENUE FUND EXPENDITURES:

Sandhills Metropolitan Planning Organization	\$ 62,650
--	-----------

SECTION 2. To amend the SMPO Special Revenue Fund anticipated revenues, the following amount should be added to the original estimated revenues for FY 2025:

SMPO SPECIAL REVENUE FUND REVENUES:

Federal Grants	\$ 50,440
Member Dues	<u>12,210</u>

TOTAL REVENUES AMENDMENT	<u>\$ 62,650</u>
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SECTION 3. Copies of this budget amendment shall be furnished to the Village Clerk, Village Manager, and Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 25th day of March, 2025.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney



FY 2025 Audit Contract ADDITIONAL AGENDA DETAILS:

FROM: Dana Van Nostrand, Financial Services Director
CC: Village Council;
DATE OF MEMO: 03/17/2025

MEMO DETAILS

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

The proposed fee for this year's audit, inclusive of the State Single Audit of the Powell Bill funding, is \$51,545, an increase of \$4,295, or 9%, over the prior year fee. If the actual hours spent are less than the estimated fee, the Village will be billed for the actual hours.

In addition to the audit fee, the contract includes a 5% technology and administrative fee of \$2,580 and estimated out-of-pocket expenses of \$1,000. The out-of-pocket expenses are \$1,885 less than last year's audit, with the goal of reducing the time the audit team spends on site to minimize the out-of-pocket travel expenses.

The auditor does not anticipate any out-of-scope expenses for the Village's implementation of GASB Statement No. 101, *Compensated Absences*, based on their review of the work done for the adoption of this standard to date.

The total estimated fee is \$55,125 and the LGC contract form specifies it will not exceed this amount. This is \$2,625, or 5%, more than the audit contract for the FY 2024 ACFR of \$52,500. The actual audit cost last year was \$50,250.

If there is an additional major federal or state program that is subject to the Single Audit, the Village will pay an additional fee of \$5,000 per major program in excess of the one (Powell Bill) which we know must be audited. No additional major programs are anticipated.

Funding for this audit contract will be appropriated in the FY 2026 Budget.

As the Village's financial staff completes financial statement preparation, new GASB standard adoption, and all required audit schedules in-house, we are able to maintain the audit fee at what I consider to be a reasonable amount. The Local Government Commission requires the Council to approve the LGC audit contract form, regardless of the amount of the contract. Therefore, I recommend the Village Council approve the attached audit contract with FORVIS, LLP not to exceed \$55,125 for the financial statement audit, State Single Audit (one program), and applicable fees and out-of-pocket expenses.

Please let me know if you have any questions.

ATTACHMENTS

1. LGC-205-Standard-Audit-Contract-Form-Pinehurst 2025
2. Village of Pinehurst - FY 2025 Audit Engagement Letter DRAFT

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

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

and	Auditor Name
	Forvis Mazars, LLP
	Auditor Address
	4161 Piedmont Parkway, Suite 310 Greensboro, NC 27410

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/25	10/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

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 *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 \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit 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 to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

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

If the audit engagement is not subject to *Government 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. 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 same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "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 §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.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 and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. 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 pre-audited if the change includes a change in audit fee (pre-audit 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 Item 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, pre-audited (pre-audit 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. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** 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 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, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to 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 body 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. The auditor's presentation to the government unit's governing body 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 set by the Accounting Standards Board or its successor;
- 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 body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 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. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

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

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

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

Name:

Title and Unit / Company:

Email Address:

Dana Van Nostrand

Financial Services Director

dvannostrand@vopnc.org

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

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

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Village of Pinehurst
Audit Fee (financial and compliance if applicable)	\$ 55,125
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 55,125

Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Forvis Mazars, LLP	
Authorized Firm Representative (typed or printed)*	Signature*
Chad Cook	
Date*	Email Address*
	Chad.Cook@us.forvismazars.com

GOVERNMENTAL UNIT

Governmental Unit*	
Village of Pinehurst	
Date Governing Board Approved Audit Contract*	
(Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Patrick Pizzella	
Date	Email Address*
	ppizzella@vopnc.org

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$ 55,125
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Dana Van Nostrand	
Date of Pre-Audit Certificate*	Email Address*
	dvannostrand@vopnc.org

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 – PRE-AUDIT CERTIFICATE

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

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

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

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

PRINT

March 14, 2025

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

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

Village of Pinehurst

- Audit Services for the year ending June 30, 2025

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services. The fees for our services, which total \$55,125 are as follows:

- \$46,545 for the audit of the financial statements
- \$5,000 for the audit of 1 state major program
- \$2,580 for certain technology and administrative costs associated with our services
- \$1,000 for travel and other out-of-pocket costs

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets
- More than 1 major state awards program

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees through an amended contract.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of Village of Pinehurst.

BY: _____
Patrick Pizzella, Mayor

DATE: _____

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

BY: _____
Dana Van Nostrand, Financial Services Director

DATE: _____

Preliminary Draft

Scope of Services – Audit Services

We will audit the governmental activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Village of Pinehurst as of and for the year ending June 30, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the Audit Manual for Governmental Auditors in North Carolina and the State Single Audit Implementation Act that could have a direct and material effect to each of your major state award program(s)
- Issuing a report on your internal control over compliance in accordance with the Audit Manual for Governmental Auditors in North Carolina and the State Single Audit Implementation Act
- Issuing a report on your schedule of expenditures of federal and state awards

You have informed us that the audited financial statements are expected to be presented along with management's annual report. Management is responsible for the other information included in the annual report. The other information comprises the annual report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether 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.

We will also express an opinion on whether the individual fund statements, budgetary schedules, and other schedules, as well as the accompanying schedule of expenditures of federal and state awards ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- Assisting with advising management on appropriate accounting principles and their application as well as limited assistance with the preparation of the financial statements and the Schedules of Expenditures of Federal and State Awards
- Uploading data input worksheet and financial statements to the North Carolina state website

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Chad Cook is responsible for supervising the engagement and authorizing the signing of the report or reports. We plan to begin our audit work in May 2025.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name	Party Name
Village of Pinehurst	Village Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the State Single Audit Implementation Act Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the *Audit Manual for Governmental Auditors in North Carolina*, issued by the Local Government Commission, that could have a direct and material effect on a major state award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will 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.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will 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.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers

necessary in the circumstances

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the the State Single Audit Implementation Act, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

Limitations & Fraud

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists or material noncompliance with federal award programs 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 the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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 control.

Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

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 opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge

and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal or state award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us

- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension information

Such information is the responsibility of management and, 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.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements

themselves, and other additional procedures in accordance with GAAS

Written Confirmations Required

As part of our audit process, we will request from management, and if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Forvis Mazars, LLP Standard Terms & Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and

records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this

provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of North Carolina, without regard to its conflict-of-laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this

engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates, and to reimburse Us for all out of pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not

apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars NOT A Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of our report require. As such, You should not place upon us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree we are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate

this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to the You, including the provision to Forvis Mazars of reasonable facilities and timely access to Yours data, information and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the

other.

30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients .
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay at home orders and curfews.



Debrief on the Moore County Land Use Plan ADDITIONAL AGENDA DETAILS:

FROM: Doug Willardson, Village Manager
CC: Village Council;
DATE OF MEMO: 03/20/2025

MEMO DETAILS

Mr. Jeramy Hooper represented the Village of Pinehurst on the Moore County Land Use Plan Steering Committee. He provided the following:

Attached are the current draft and final presentation. I will point you to recommendations 1.1 and 1.2 as the ATO and Small-Town strategy concepts could be important in guiding any future growth in the county. The presentation introduces the basics of both; however, some narrative could be needed.

- Small Town Concept is being recommended to begin in Glendon, Eagle Springs, West End, Seven Lakes, Eastwood, Lobelia, and Union Pines. The areas would be planned for 4 square miles and a population of 7000 +/- 20%.
- Agriculture Transition Overlay Districts (ATO)... Areas that would be served with sewer and water within the next 20 years and would guide growth into them. I point you two the last slide in the presentation where the two areas in bright green would initially be proposed for this overlay. The first one is around Eastwood and the second one would just be south of our ETJ and west of Aberdeen.

This agenda item will provide an opportunity for members of the Council to discuss the ongoing County Land Use Plan.

ATTACHMENTS

1. MCLUP 2025 Draft
2. MCLUP Final Presentation

Draft Land Use Plan Steering Committee Proposed Goals, Recommendations, Actions

GOAL 1: Preserve and Protect the Ambiance and Heritage of the County of Moore

Recommendation 1.1

Through the updated UDO, clarify the uses allowed in rural areas of the county (sample language below).

The rural districts are intended to preserve and encourage the continuation of agriculture uses and agriculture land; Rural/Agriculture (RA) are designed to preserve agriculture and rural lifestyle, Agriculture Transition Overlay (ATO) which encourages the continuation of agriculture and rural lifestyle understanding that the area will most likely develop in the future with the extension of public water and or sanitary sewer.

Action 1.1.1: Rural Agriculture District (RA)

The Rural/Agriculture District is intended to preserve and protect areas of Moore County that are presently predominantly in agriculture and rural lifestyle uses and which are not needed to accommodate the county's growth over the next 20 years. This district is designed to protect agricultural and rural lifestyle land not allowing medium or higher density residential development, and isolated commercial uses. This area shall be the last priority for rezoning or residential subdivisions to accommodate future growth. The RA designation also ensures the continuation of the rural character of these areas of the county.

Action 1.1.2: Agriculture Transition Overlay District (ATO)

The Agriculture Transition area is intended to avoid premature subdivision of areas within the ATO District or not contiguous to RA-20, RA-40, RA-USB zoning districts, or the growing towns and villages. The ultimate development of the area involves extension of urban services consistent with the county's Master Utilities Plan and possible annexation. It anticipates that most of the rural transition areas will not be annexed and developed at urban densities during the next 10 years. However, many of these areas will be served with public water and sanitary sewer within the next 20 years and the rural transition district is needed to prevent leap-frog development and premature annexation.

Recommendation 1.2

Identify locations and create overlay districts for Small Towns. The Small-Town model is a development pattern intended to cause the development of desirable places to live that optimize land use for the county's growth. This will reduce sprawl by the mix of uses allowed, their town-like densities, and the efficient provision of public infrastructure and services. Their benefits include:

1. They guide future development for the County's growth.
2. They are strategically located in recognition of the County's history and heritage.
3. They support sound factors of consideration for utility infrastructure extensions.
4. Their form, location, and design allow for long term organic growth.
5. They allow multiple types and densities of both residential and commercial uses.
6. They can result in additional municipalities in the County.

7. The small-town model describes the approximate size of the Small Town and may be varied by up to 20% based on the location.

The primary town is defined to be approximately one square mile or 640 acres. This area is denser in character and provides a mix of land uses to meet day to day needs. The uses in this area and their percentage of land use are as follows:

Residential: 55%

Retail: 5%

Office: 15%

Open Space: 15%

Manufacturing: 5%

Civic: 5%

The street layout is defined as a variety of blocks that are interconnected providing a sense of connectivity and community.

There is no minimum lot size in the Primary Town area.

The edge of the Town is an area of 3 square miles or 1920 acres. This area is less dense and provides the edge to the rural landscape.

The street layout is connected but is more informal in design.

The Rural Edge is defined as located along all edges of the primary town. It is approximately three square miles in area (1920 acres)

The uses in this area and percentage of land uses are as follows:

Residential: 70%

Retail: 2%

Open Space: 15%

Civic: 5%

The minimum lot size shall be two acres.

Recommendation 1.3

Continue the present use value program (farm deferred) for agriculture, forestry and horticulture and encourage the conservation of farmland as defined in G.S. 106-581.1 and forestland as defined in G.S. 160D-921, to preserve and maintain the rural character of Moore County and ensure farming remains a viable part of the local economy.

Action 1.3.1: Utilize existing policies, such as the Green Growth Toolbox to guide Zoning map updates, updates to the Unified Development Ordinance, re-zoning decisions, and other policies and procedures that promote conservation of rural lands.

Action 1.3.2: Continue to utilize the voluntary agricultural district (VAD) program.

Action 1.3.3: Notify property owners of the Voluntary Agricultural District and its implications upon purchasing and selling of property.

Action 1.3.4: Promote agri-tourism and cottage industries (such as small family farms and potteries) to enhance the County's heritage.

Action 1.3.5: Develop an Open Space Conservation Plan and Policy that should be approved by the appropriate boards.

Recommendation 1.4

Continue to encourage agriculture and agri-business throughout Moore County.

Action 1.4.1: Continue current support of operating environments for agriculture.

Action 1.4.2: Continue to support and promote the present use value program for agriculture, forestry, horticulture and promote the qualified non-profit conservation organizations and wildlife conservation.

Action 1.4.3: Continue to offer opportunities for future generations of farmer through the support of the North Carolina Cooperative Extension.

Action 1.4.4: Continue to promote select cut forest management and the utilization of forest management Best Practices (BMPs) for the harvesting of timber products on all forest lands in Moore County.

Recommendation 1.5

Preserve tracts of agricultural land to ensure that farming, agritourism, and cottage industries remain a viable part of the local economy.

Action 1.5.1: Do not allow major subdivisions in RA zoned properties.

Recommendation 1.6:

Preserve regional agriculture and farmland as a source of healthy, local fruits and vegetables, and other food crops.

Action 1.6.1: Continue the development of local food processing, wholesale, and distribution facilities to connect local agriculture to markets such as retailers, restaurants, schools, hospitals, and other institutions.

Action 1.6.2 Utilize economic development to attract and retain local food processing, wholesale, and distribution firms.

Recommendation 1.7

Encourage and support development and land use principles by ensuring Moore County's cultural, economic, and natural resources are considered appropriately.

Action 1.7.1: Working with the Moore County GIS department, identify, map, and preserve the County's historical, natural, and cultural assets utilizing all available conservation data.

Action 1.7.2: Support new developments that utilize existing or planned infrastructure that preserves open space and important historical, natural and cultural features.

Recommendation 1.8

Preserve and maintain the rural character of Moore County, including historic sites and structures, crossroad communities, and other physical features that reflect the County's heritage.

Action 1.8.1: Maintain an inventory of historic sites and structures, and other physical landmarks that defines or conveys Moore County's heritage.

Action 1.8.2: Develop land use policies that encourage the conservation and maintenance of significant crossroad communities, historic sites and structures, and other physical landmarks.

Action 1.8.3: Coordinate with existing historic preservation organizations and land trusts to promote the conservation of the County's rural culture and features.

Recommendation 1.9

Support and promote local businesses.

Action 1.9.1: Encourage emerging markets that utilize local agricultural and manufactured products and enhance tourism and the service sectors.

Action 1.9.2: Ensure land use policies allow a wide variety of home occupations.

Action 1.9.3: Implement land use policies that allow for “commercial and light industrial home occupations” with some reasonable conditions.

Recommendation 1.10

Discourage undesirable or unattractive land uses, especially within high visibility areas.

Action 1.10.1: Expand and enforce Highway Corridor Overlay Districts and related reasonable regulations that maintain the appearance of major gateways.

Action 1.10.2: Control signage along major highway corridors.

Action 1.10.3: Select appropriate locations for industrial development and zone them as such (using factors such as soil suitability, proximity to water and sewer, rail and highways).

Action 1.10.4: Support and promote infill development that will optimize the use of existing infrastructure.

Action 1.10.5: Review and ensure the Highway Corridor Overlay Districts include support for ALL aspects of the Land Use Plan and maintains a high standard of community appearance along gateways.

Recommendation 1.11

Minimize and avoid incompatible land uses that would negatively impact military training on Fort Bragg and Camp Mackall.

Action 1.11.1: Work with the Regional Land Use Advisory Commission to identify those areas that are Critical to Conserve and Important to Conserve to protect military training.

Action 1.11.2: Develop a military training overlay district for the Critical to Conserve areas that limits major subdivisions, tall structures, and other land uses that would negatively impact military training.

GOAL 2: Develop a Parks, Recreation, and Open Space Master Plan that emphasizes interconnectivity of County and municipal resources and provides uniformity.

Recommendation 2.1

Support and participate in conservation easement programs that protect public water supply watersheds and important open space areas.

Action 2.1.1: Encourage conservation easements through qualified non-profit conservation organizations, or other land trusts promotion by private organizations of conservation tools to property owners.

Action 2.1.2: Promote the use of existing and proposed utility rights-of-way for public open space and greenway access.

Action 2.1.3: Implement zoning policies that require vegetated or forested buffers for new subdivisions and to prevent the clear cutting in advance of development which severely impacts storm water run-off to neighboring areas.

Action 2.1.4: Promote sustainable development by encouraging the preservation of existing trees in major developments to maintain natural ecosystems, enhance community aesthetics, and support environmental resilience.

Action 2.1.5: Conservation subdivisions guarantee at least 40% of open space is on built-upon land.

Recommendation 2.2

Promote the County's Parks & Recreation programs through collaborative planning efforts between the County and municipalities.

Action 2.2.1: Develop a Parks, Recreation and Open Space Master Plan that emphasizes interconnectivity of county and municipal resources and provides uniformity.

Action 2.2.2: Utilize available natural resources conservation data in making planning decisions.

Action 2.2.3: Require new developments to provide open space and neighborhood parks that are interconnected via an off-road pedestrian and bicycle network.

Action 2.2.4: Enhance community recreation by requiring developers to make a financial contribution to the County for recreation in lieu of providing parks and recreation within the development.

Recommendation 2.3

Provide both passive and active recreational opportunities for County residents by protecting natural resources that have recreational, environmental, or aesthetic value.

Action 2.3.1: Preserve natural resources, sensitive environmental areas, and scenic features of the landscape that have recreational, environmental, or aesthetic value.

Action 2.3.2: Encourage the location of recreational facilities close to residential areas and transportation nodes to increase public awareness and accessibility to these facilities, consistent with the Moore County Master Park Plan.

GOAL 3: Optimize the Uses of Land Within the County of Moore and Assure Adequate Infrastructure is Available to Support the Desired Growth of the County

Recommendation 3.1

Maximize accessibility among living, working, and shopping areas.

Action 3.1.1: Adopt policies that encourage development of small towns and mixed land uses, as appropriate, to provide easy access, reduce travel time, and improve convenience among uses surrounding the County's established towns and villages.

Action 3.1.2: Encourage non-residential development to locate near major transportation routes and areas served by adequate water, sewer, natural gas, broadband, and electric power.

Action 3.1.3: Major Subdivisions are allowed in the Agricultural Transition Overlay Districts (ATO). Major Subdivisions are also allowed by right in the RA-40, RA-20, and RA-USB zoning districts. All Major Subdivisions are only allowed in these districts served by public water services adequate for fire protection and domestic use. Any Major Subdivision located within one mile of a publicly owned and operated sanitary sewer system is required to connect to that system provided it has adequate capacity.

Action 3.1.4: Select appropriate locations for business parks and zone them for industrial development.

Action 3.1.5: Identify lands suitable to accommodate the expansion and growth of commercial and industrial uses that provide jobs and tax base.

Action 3.1.6: Identify and designate Economic Development Districts to support job creation for residents.

Recommendation 3.2

Assure an adequate quality & quantity of water is available to support the desired growth of the County.

Action 3.2.1: Prioritize infrastructure where possible that increase the utilization of existing systems and connections which result in more strategic distribution.

Action 3.2.2: Explore both ground water and surface water sources for future water needs.

Action 3.2.3: Support the development of water and sewer infrastructure within municipal areas, agriculture transition areas and small-town locations.

Action 3.2.4: Support and facilitate cooperative venture between water providers both within and outside of Moore County to create redundancy of water supply and access in order to prevent loss of water quality and quantity to its citizens, businesses and industry.

Action 3.2.5: Develop a Master Utilities Plan for the County, exploring both conventional and alternative systems that are consistent with the Moore County Comprehensive Land Use Plan.

Action 3.2.6: Ensure Best Management Practices (BMPs) are followed to reduce runoff and establish a third-party stormwater and erosion control engineering firm to ensure compliance with State and local requirements.

Action 3.2.7: Continue to monitor development in Public Water Supply Watershed areas through the Watershed Protection Ordinance.

Action 3.2.8: Explore opportunities for a new regional wastewater treatment plant.

Action 3.2.9: Direct Moore County Public Utilities department to develop a water conservation plan that includes incentives and/or regulations to reduce non-essential water use and reduce waste such as ineffective irrigation and leaks from aging infrastructure.

Action 3.2.10: Limit impervious surfaces and develop riparian buffers to assist in stormwater management. Utilize buffer width recommendations provided by the NC Wildlife Resources Commission.

Action 3.2.11: Explore consolidation of County and municipal water and wastewater systems.

Action 3.2.12: At the developer's expense, extend water & wastewater facilities to planned Economic Development Districts and lands zoned or identified as suitable to accommodate the expansion and growth of commercial and industrial uses.

Action 3.2.13: Proactively explore opportunities to upgrade water & wastewater system capacities when systems are installed and extended to new school sites or when State roadway projects are being completed.

Action 3.2.14: Develop a long-range water and sewer plan to project future capacity needs and strategies to meet those needs.

Action 3.2.15: Explore special tax districts to facilitate and capitalize infrastructure extensions into high value areas for development.

Action 3.2.16: Assure adequate water & wastewater systems are available to meet existing and projected resident and business needs.

Action 3.2.17: Explore opportunities to upgrade water & wastewater system capacities when systems are installed and extended to new school sites.

Action 3.2.18: Develop a committee made up of representatives from county agencies and various entities to create a school sites guideline manual for future school facility needs based upon growth projections, and existing and planned infrastructure and areas best suited for residential and non-residential development to compliment and support future schools.

Action 3.2.19: Encourage the County Commissioners to conduct review of a five-year utility development plan, to be renewed every five years for utility development consistent with this Land Use Plan.

Recommendation 3.3

Encourage a functional railway system.

Action 3.3.1: Encourage new commercial and industrial uses to locate along existing railway systems and focus non-rail dependent land uses away from existing railway systems.

Action 3.3.2: Support safe railway/roadway intersections throughout the county by regulating the adjacent land uses.

Recommendation 3.4

Encourage development in areas where the necessary infrastructure (roads, water, sewer, and schools) are available, planned or most cost-efficiently be provided and extended to serve development.

Action 3.4.1: Direct intensive land uses to areas that have existing or planned infrastructure.

Action 3.4.2: Encourage mixed-use developments along existing and planned infrastructure to reduce transportation needs.

Action 3.4.3: Utilize existing public rights-of-way for utility purposes in an effort to reduce the need for new rights-of-way and easements in the future.

Action 3.4.4: Plan for the development of alternative energy systems that minimize the adverse impacts to agricultural lands and public water supply watersheds.

Recommendation 3.5

Coordinate transportation planning to ensure that adequate transportation options are provided to serve existing, developing, and proposed activity centers and densely populated areas.

Action 3.5.1: Continue to coordinate and monitor driveway issues, especially along strategic highway corridors.

Action 3.5.2: Utilize existing highway corridors to solve transportation needs in the future, where applicable.

Action 3.5.3: Maintain a high level of involvement in the bi-annual preparation of the NCDOT Transportation Improvement Program (TIP).

Action 3.5.4: Continue involvement with the Triangle Area Regional Transportation Planning Organization (TARPO), the Fayetteville Area Metropolitan Planning Organization (FAMPO), and the Sandhills Metropolitan Planning Organization (SMPO).

Action 3.5.5: Collaborate with the Moore County Board of Education concerning areas designated for expanded growth in order to facilitate coordination of school expansion and construction projects.

Recommendation 3.6

Provide for the orderly development of major transportation routes such that disruption of free flow of traffic on major arteries is minimized.

Action 3.6.1: Minimize commercial strip development characterized by numerous driveway access points and disconnected uses.

Action 3.6.2: Protect traffic carrying capacities and promote public safety, by adopting an access management plan to limit access along major and minor thoroughfares.

Action 3.6.3: For non-residential development, require use of frontage roads for access along major thoroughfares to minimize numerous driveway access points and disconnected uses.

Recommendation 3.7

Promote the implementation of transportation methods to provide for alternate methods of transportation where appropriate and feasible.

Action 3.7.1: Implement a policy to allow construction of biking and pedestrian paths as part of any new improvement along State or privately maintained roadways.

Action 3.7.2: Require sidewalks or pedestrian paths within residential development.

Recommendation 3.8

Require and support collaborative future planning efforts between the County, municipalities, and Board of Education.

Action 3.8.2: Monitor planning activities of local municipalities and adjacent counties to ensure that planning and growth is coordinated between jurisdictions.

Recommendation 3.9

Encourage a procedure for managing land use information using Geographic Information System (GIS) to ensure coordinated planning and growth.

Action 3.9.1: Establish a countywide commission to study the impact of growth and to develop a mutually agreeable growth scenario for the County that ensures that all local governments are working toward a coordinated growth pattern that enhances the living environment for all County citizens.

Action 3.9.2: Implement collaboration and inter-governmental agreements of water and sewer providers to develop policies for extending new public facilities in a cost-efficient manner to serve areas identified on the future land use map.

Action 3.9.3: Use the adopted 2014 UDO as the reference document to update and revise the UDO needed to implement and fulfill this CLUP.

GOAL 4: Provide Information and Seek Citizen Participation

Recommendation 4.1

Promote and maintain ongoing efforts that involve and inform citizens throughout various planning and permitting processes.

Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.

Action 4.1.2: Utilize various forms of media that establish two-way citizen communication and encourage participation in planning efforts. This includes, but is not limited to, social media postings with information and polls for participants to take, also keeping the Moore County website up to date with trending items. Establish a policy that outlines promotion of public hearings and opportunities for citizens to provide input.

GOAL 5: Accommodate for a Variety of Housing Types

Recommendation 5.1

Properly plan for and accommodate a variety of affordable housing types.

Action 5.1.1: Develop a Countywide Comprehensive Affordable Housing Plan that addresses existing and future options, needs and opportunities.

Action 5.1.2: Allow mobile homes and manufactured homes that are more affordable in the RA zoned areas.

Action 5.1.3: Develop areas suitable for mobile homes and manufactured homes in the County.

Action 5.1.4: Collaborate with employers, municipalities, and other organizations to develop a long-range housing plan that can meet the anticipated growth and demand. This plan should identify and implement strategies to meet workforce housing needs including reflection on the future land use plans at the County and municipal levels.

Action 5.1.5: Support development incentives and inclusionary practices to stimulate the production of housing options for all income levels.

Action 5.1.6: Support the location of a variety of housing types near employment and job centers.

Action 5.1.7: Encourage the development of new housing units in desired areas by streamlining the entitlement processes and reducing de-incentivizing policies or practices where appropriate.

Glossary of Needed Definitions

Best Management Practices (Stormwater):

Critical to Conserve (with respect to military operations):

Important to Conserve (with respect to military operations)

Infill Development:

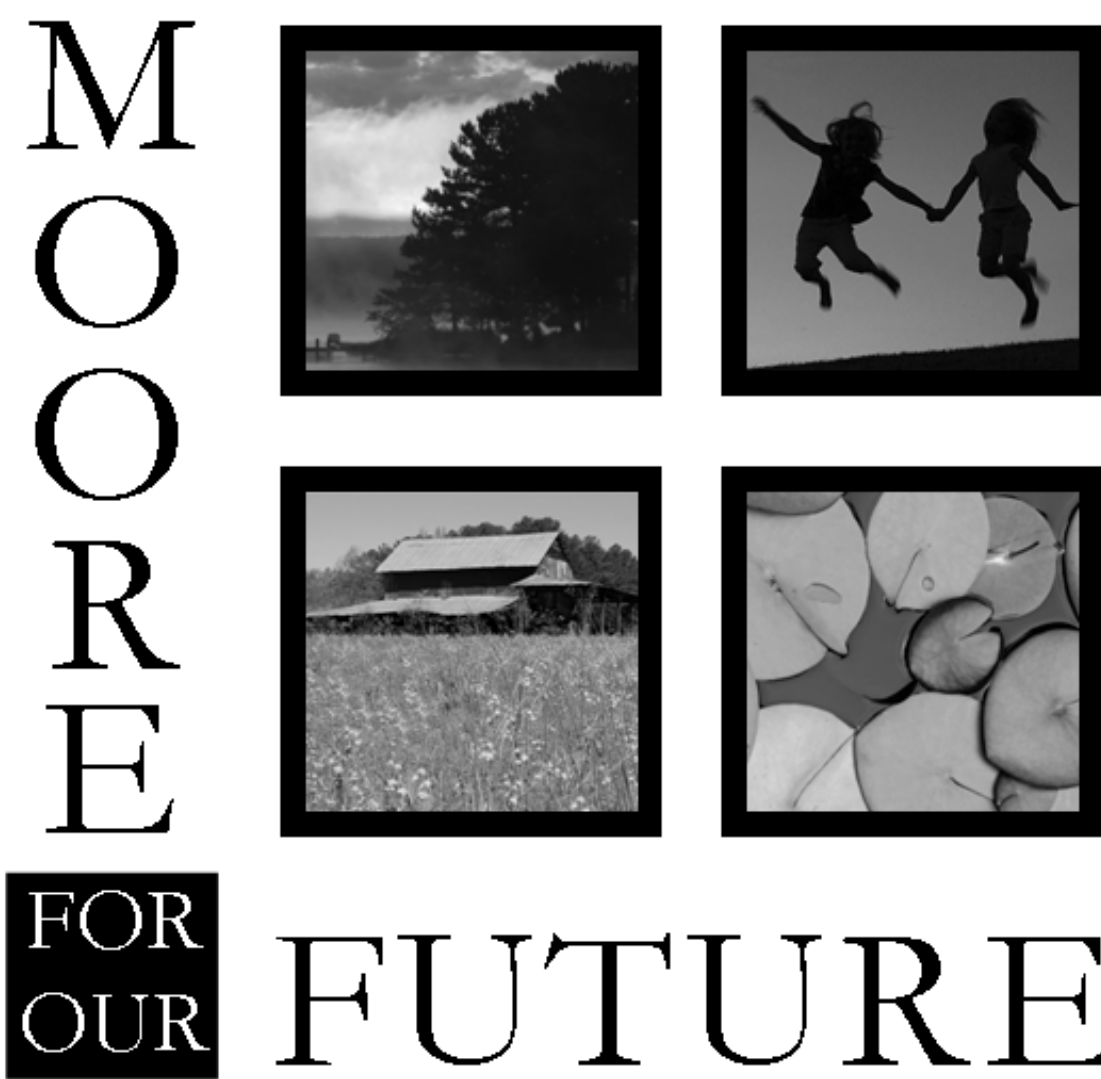
Mixed Land Uses:

Public Realm:

WELCOME!

Moore County Land Use Plan Steering Committee Meeting

March 11, 2025



Growth Guidance

Encourage our existing Towns to build well. They are our defining character and should be cherished.

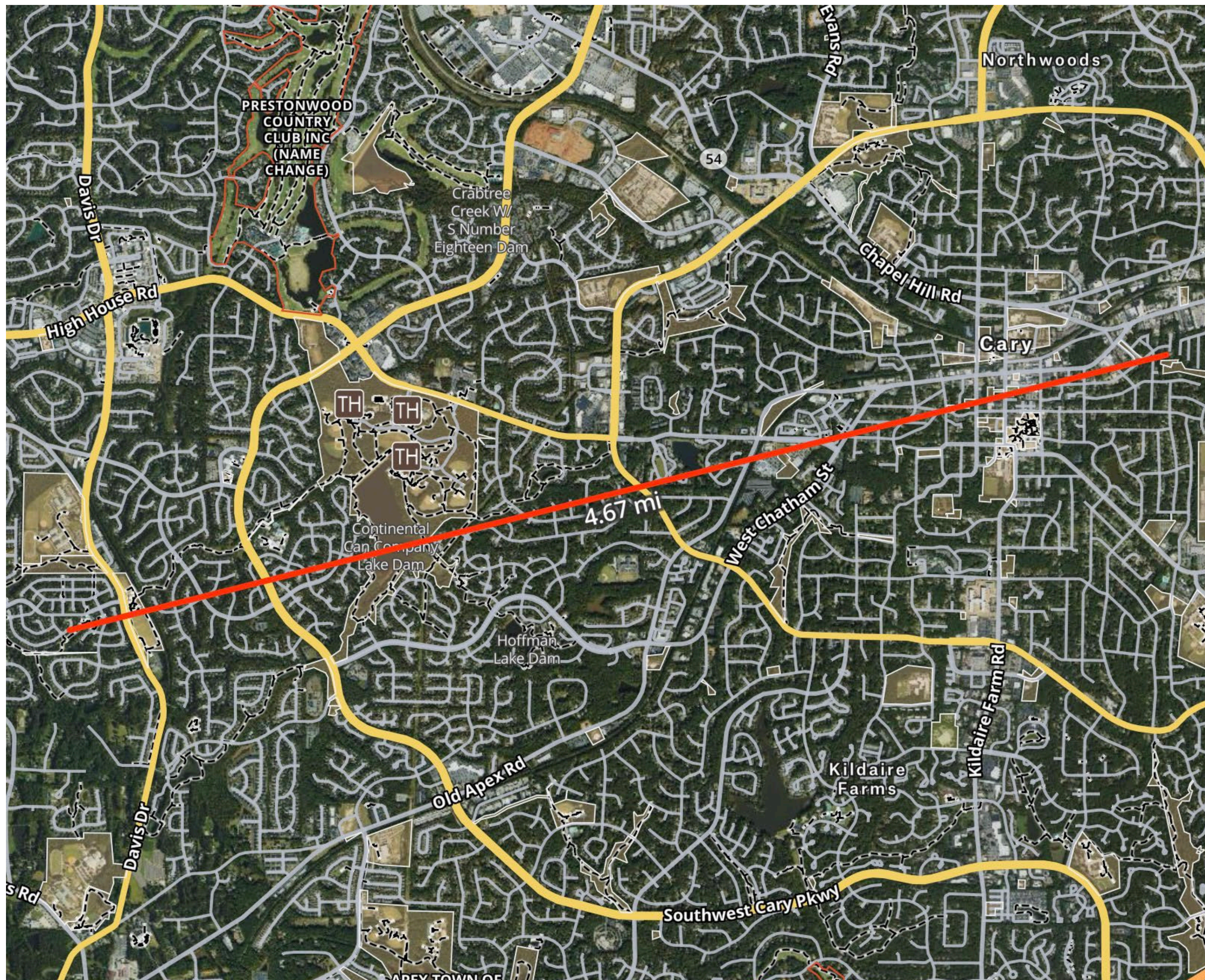
Utilize existing and proposed infrastructure effectively. Guide growth to these areas.

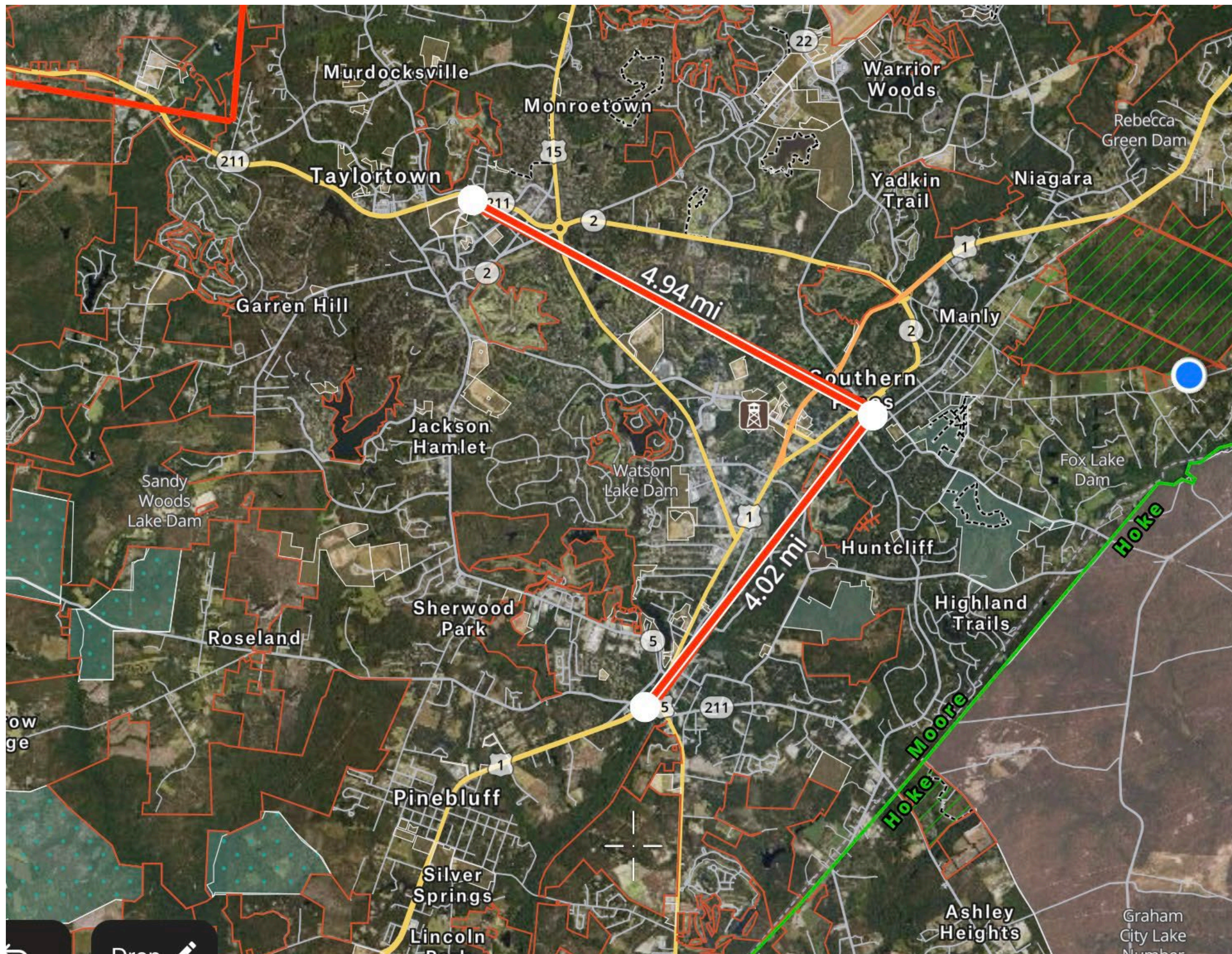
Identify future public needs and provide for them in Land Use Plan and policies.

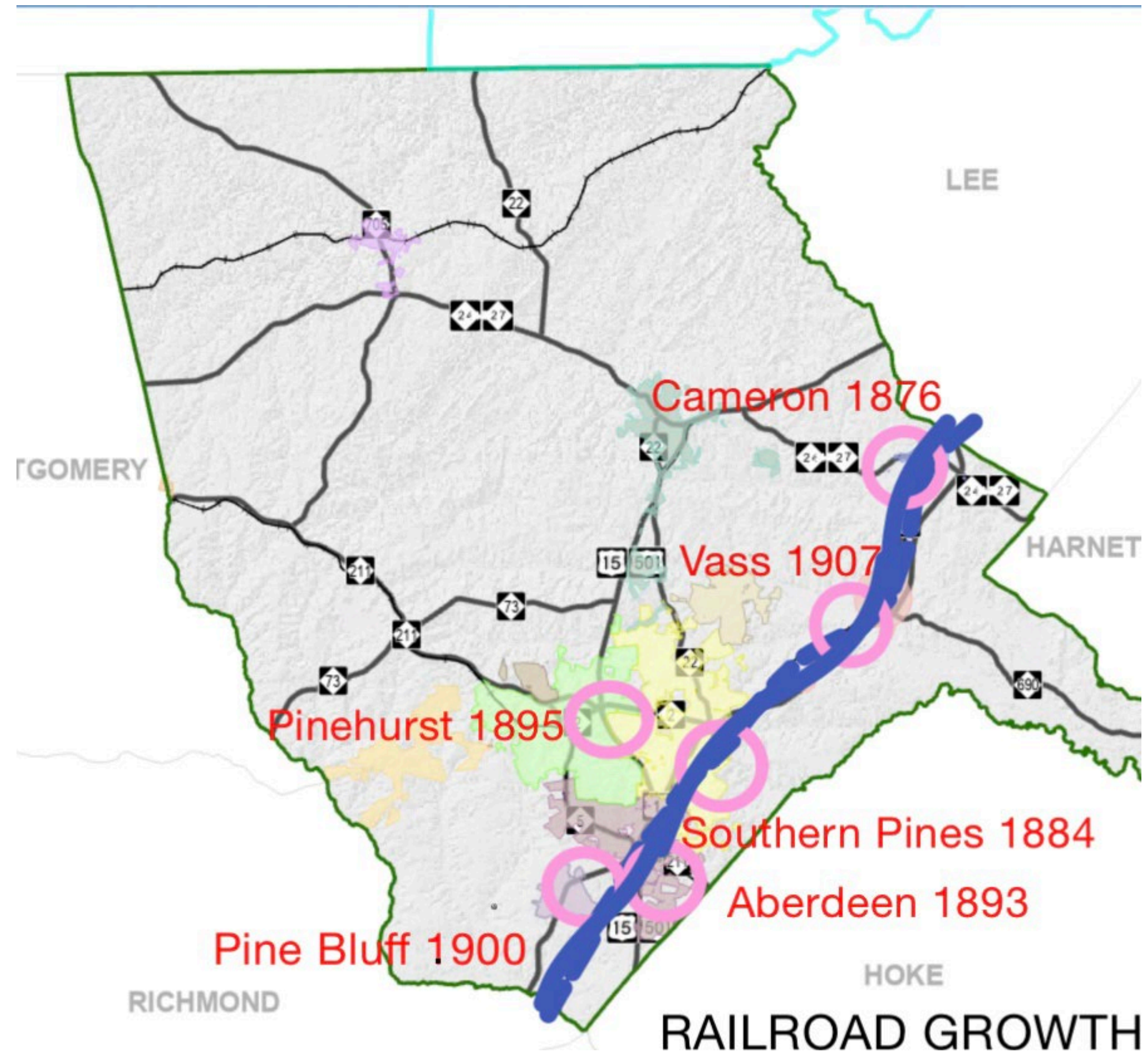
Seek to protect sensitive environmental resources and protect water resources.

Provide for community growth while supporting public policies to control sprawl.

Create appropriate mixes of land use to provide goods and services in proximity to need.







MODEL FOR SMALL TOWN

CREATE “ REAL PLACES” TO ACCOMMODATE GROWTH

PROTECT AGAIST SPRAWL IN COUNTY

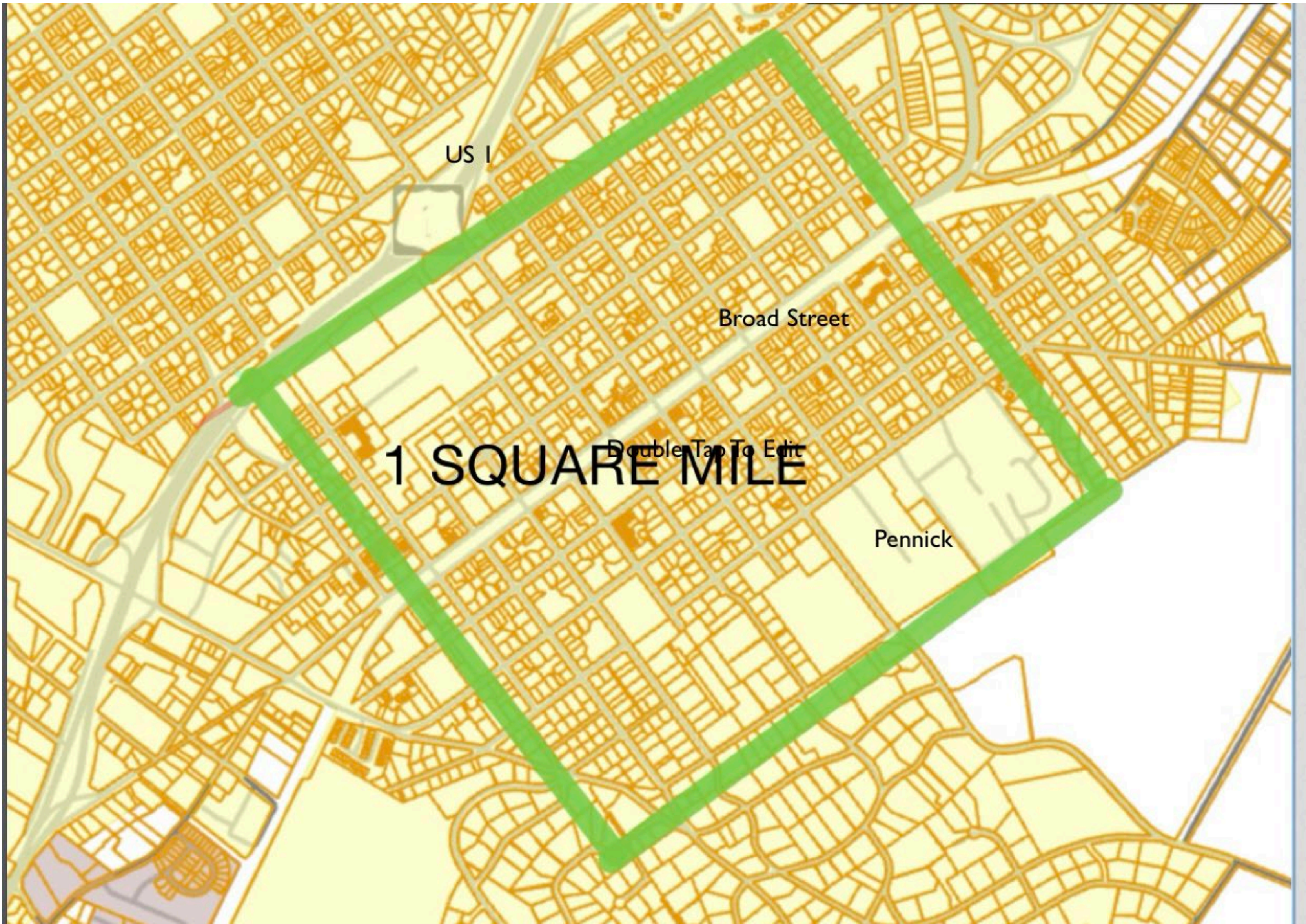
PROTECT EXISTING TOWNS HISTORIC FORM

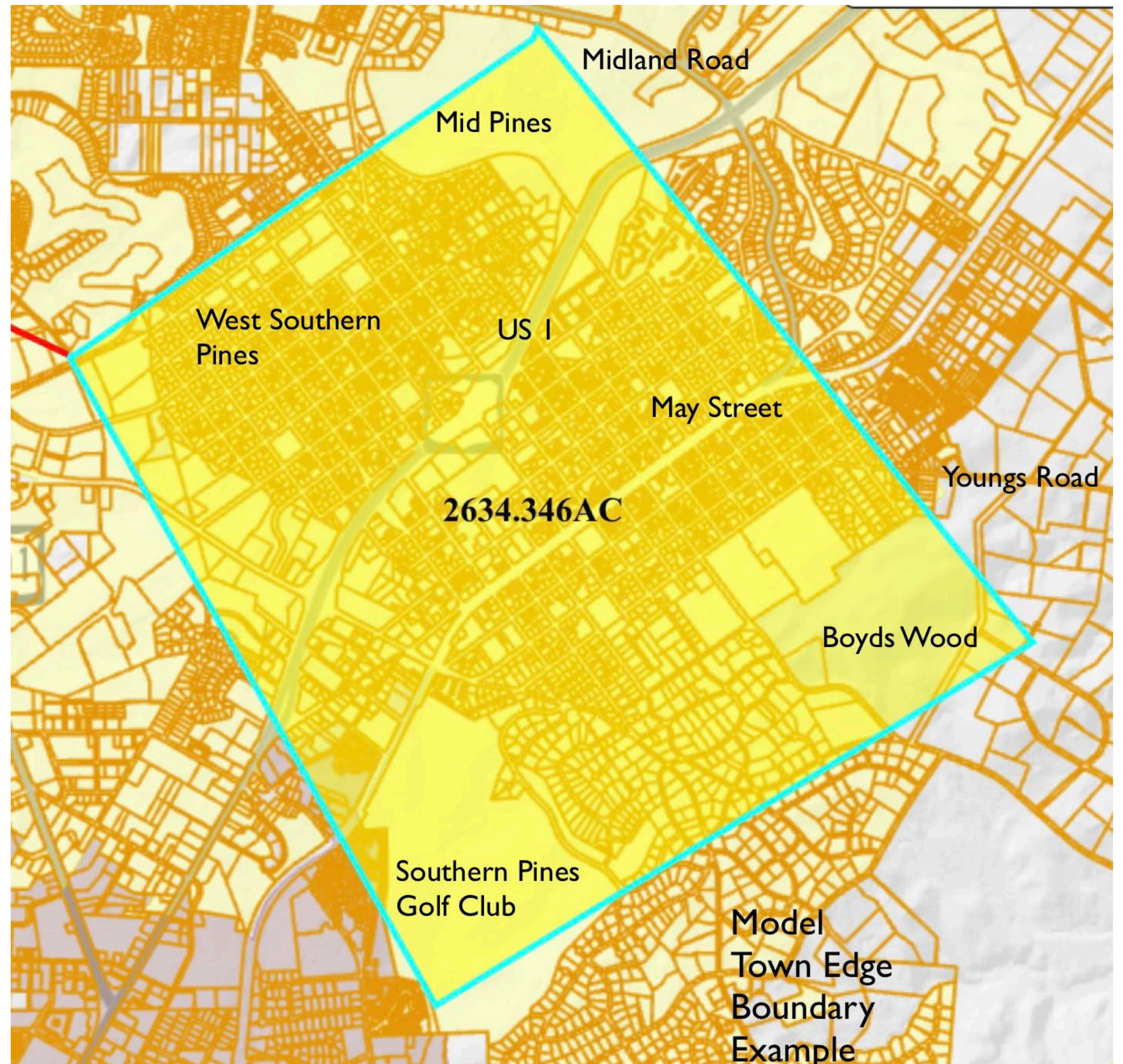
USE OF HISTORIC TOWN FORM TO CREATE CONNECTED COMMUNITIES

TRANSITION FROM TOWN TO RURAL BY PROVIDING DEFINED EDGE

CREATE VARIETY OF HOUSING TYPES

PROVIDE ACCESS TO GREEN SPACES TO ENHANCE QUALITY OF DAY TO DAY LIFE AND
PROTECT NATURAL RESOURCES





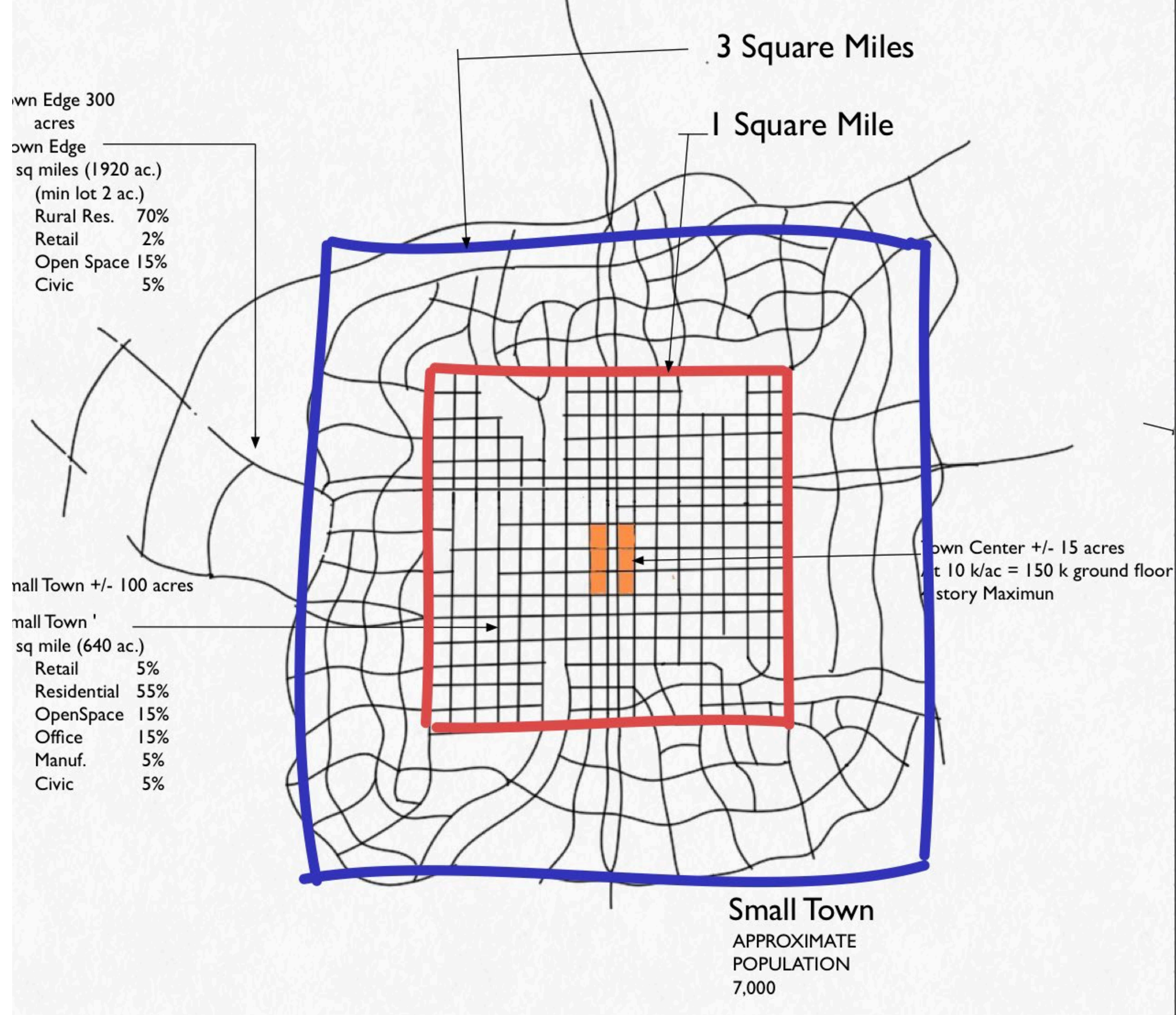




Transect-based plan and
code for rural community I
CNU



View File



Town Edge 300
acres
Town Edge
3 sq miles (1920 ac.)
(min lot 2 ac.)
Rural Res. 70%
Retail 2%
Open Space 15%
Civic 5%

Small Town '
1 sq mile (640 ac.)
Retail 5%
Residential 55%
OpenSpace 15%
Office 15%
Manuf. 5%
Civic 5%

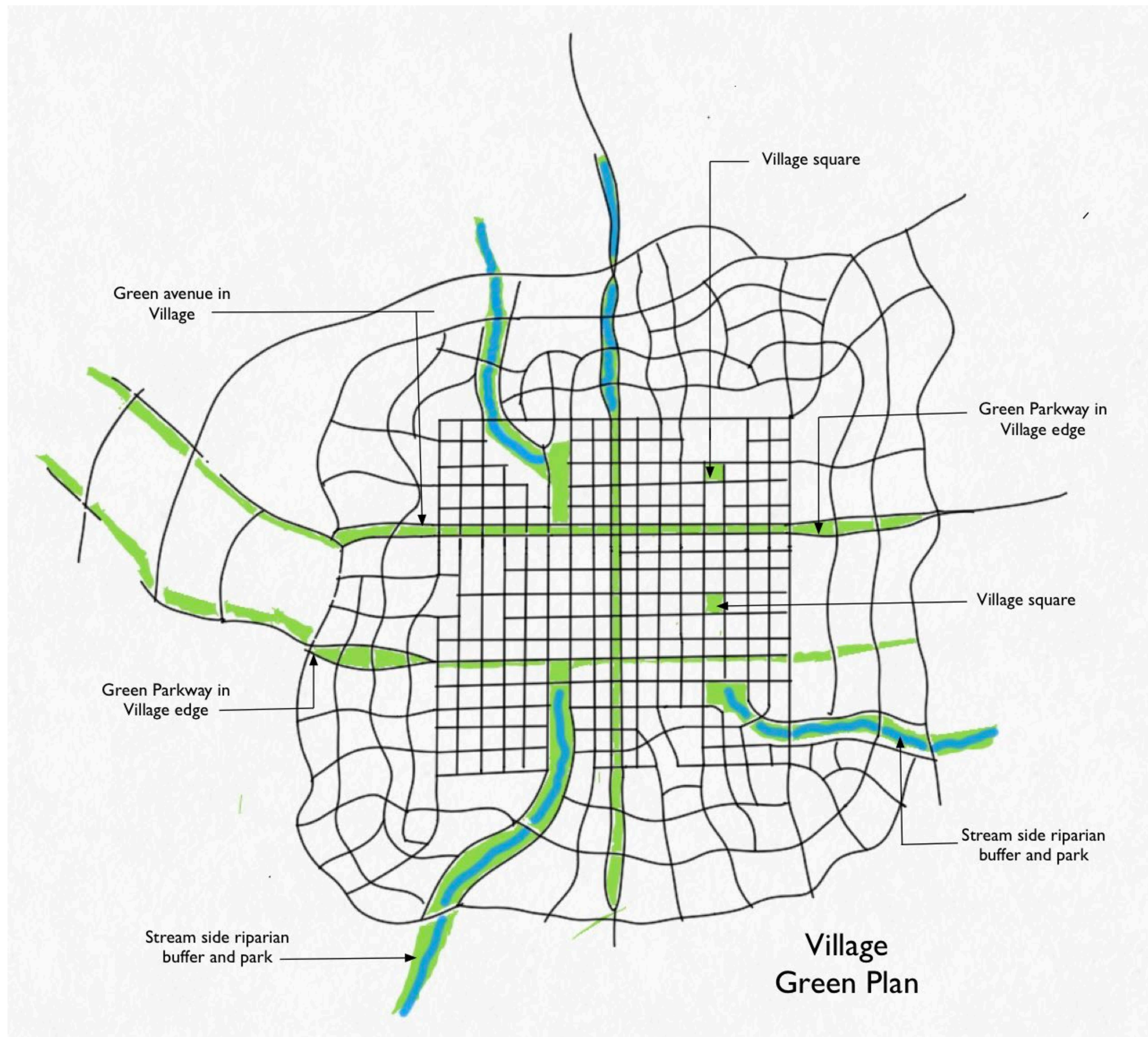
Town Center +/- 15 acres
At 10 k/ac = 150 k ground floor
4 story Maximun

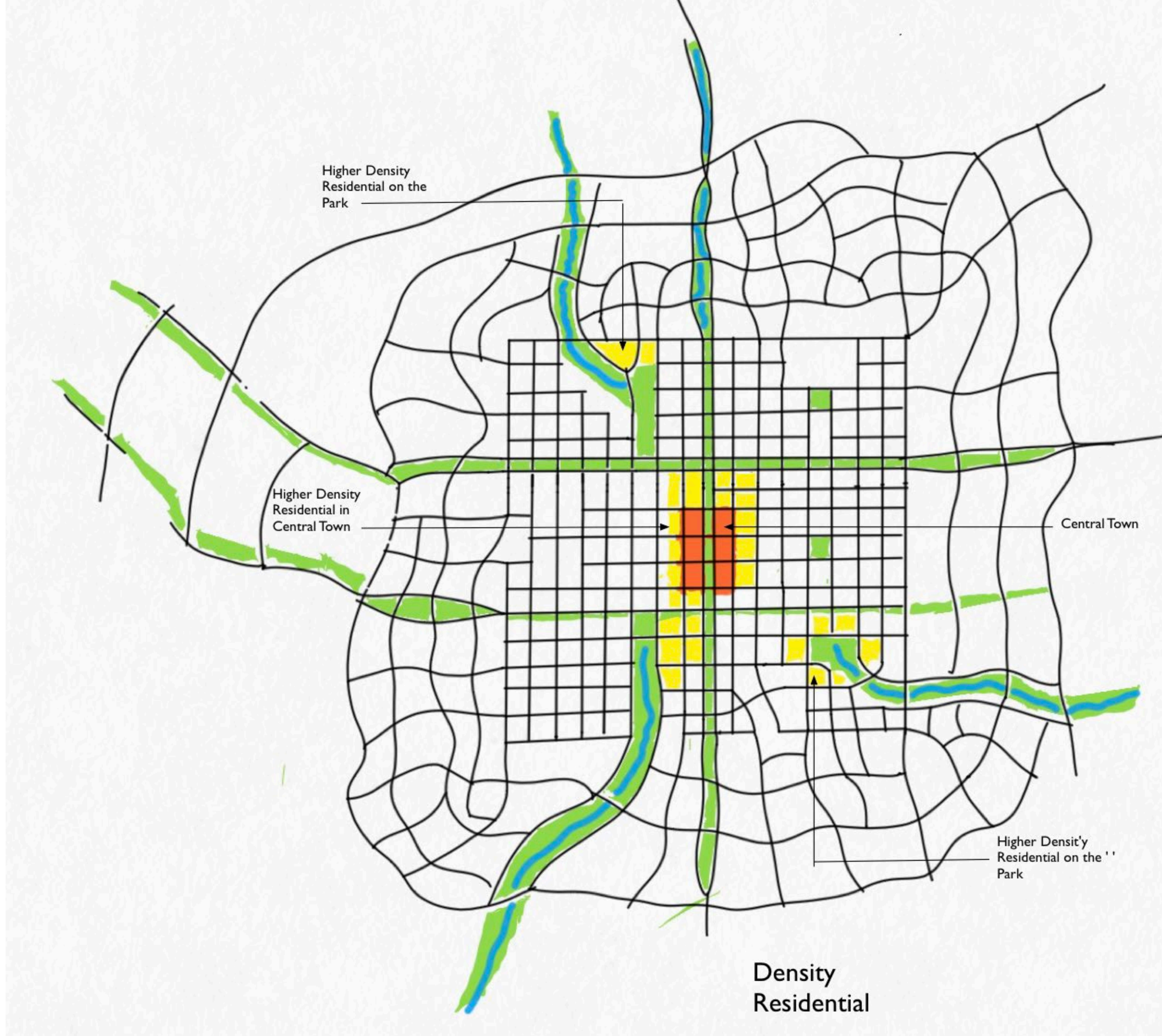
Small Town

APPROXIMATE
POPULATION
7,000









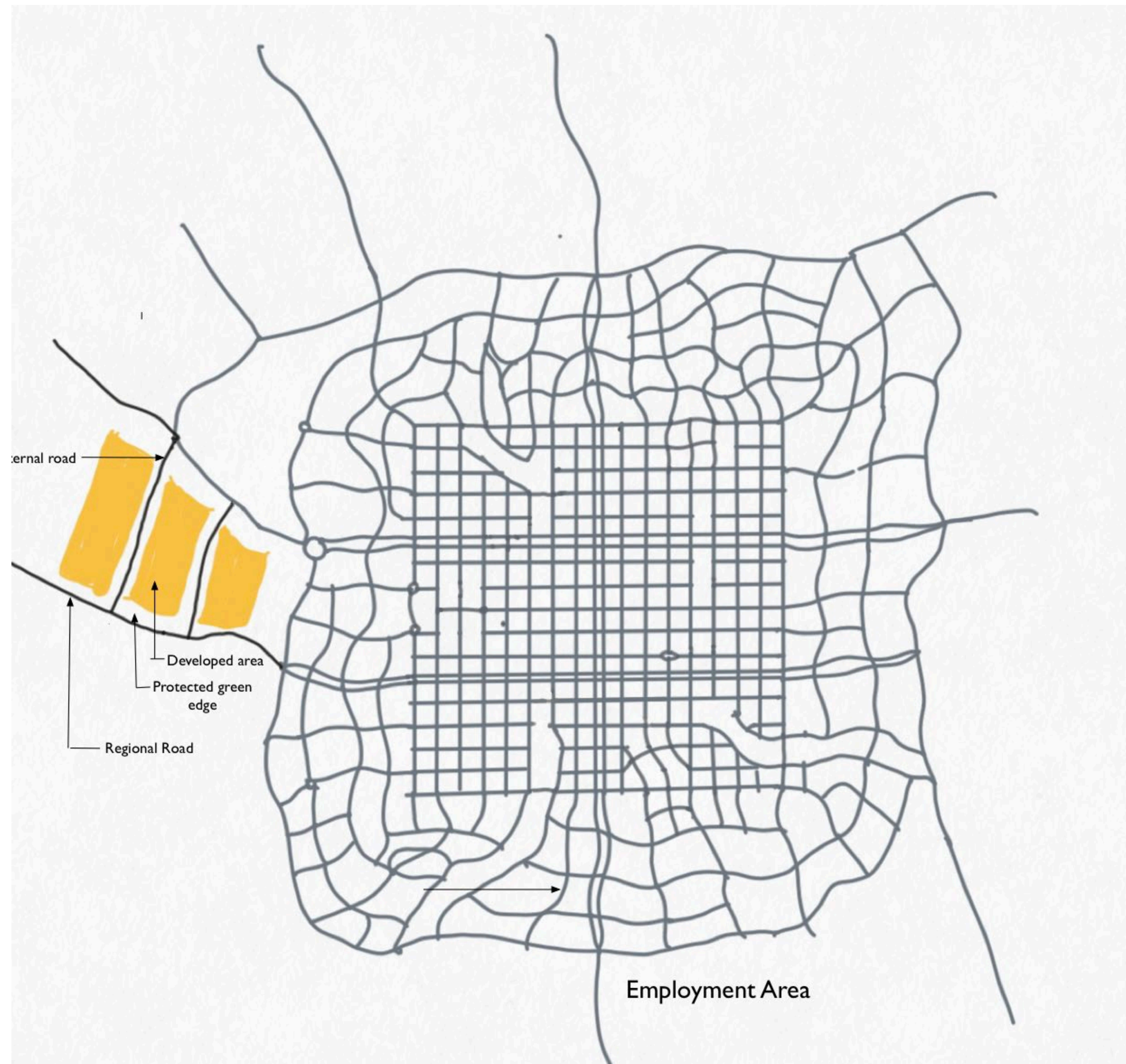






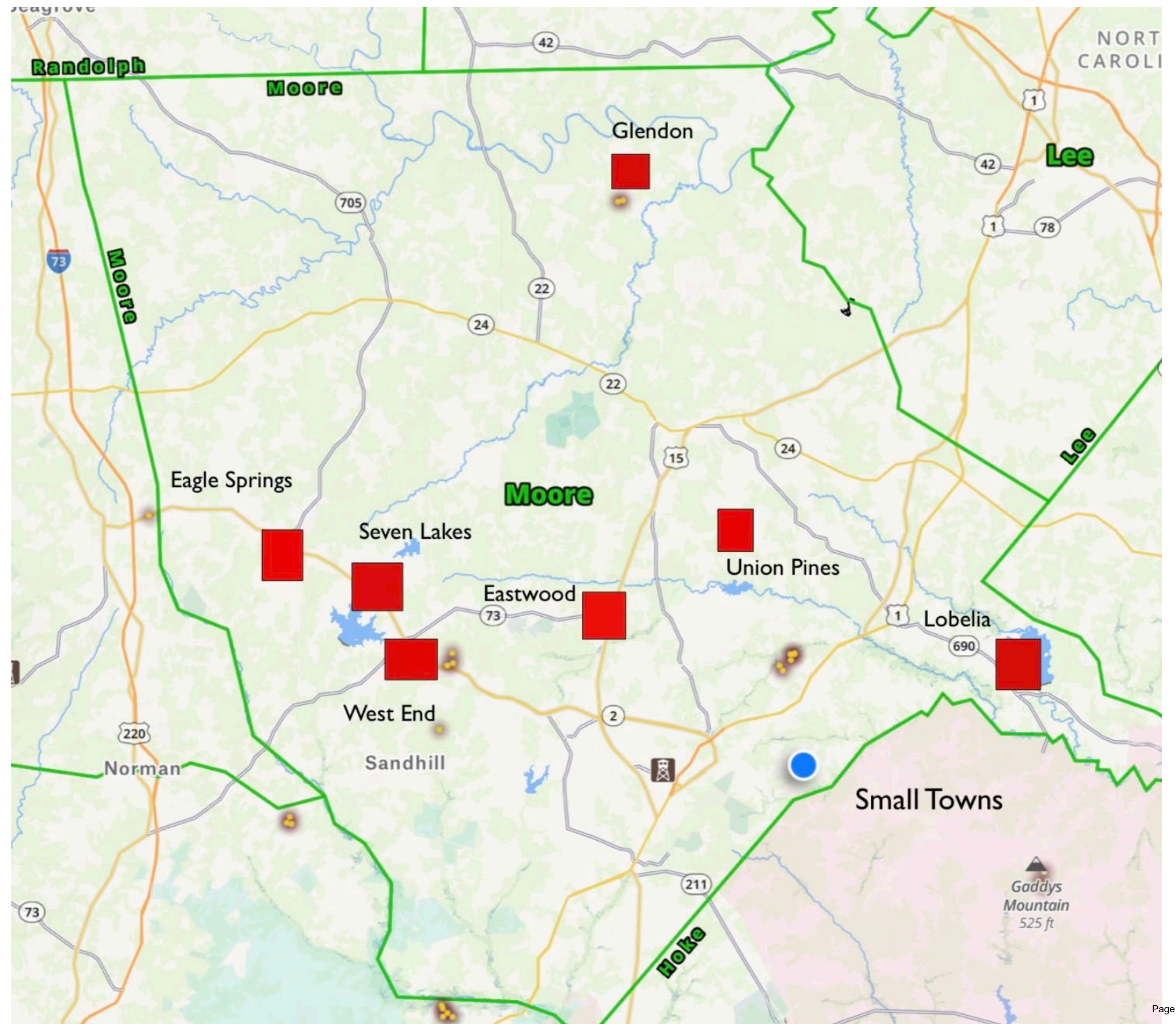














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Agriculture Transition Overlay

