



**VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF MARCH 27, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

1. Call to Order.
2. Invocation and Pledge of Allegiance.
3. Reports:
 Manager
 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. Public Safety Reports.
 Police Department
 Fire Department
- B. Budget Amendments Report
- C. Approval of Draft Village Council Meeting Minutes.
 March 13 Regular Meeting
 March 13 Work Session
 March 20 Special Meeting

End of Consent Agenda.

5. Presentation of the Comprehensive Transportation Plan by NC DOT and the Triangle Area Rural Planning Organization.
6. Consider a resolution in support of the Midland Road Corridor Study.
7. Approve the Agreement for the 2035 Long-Range Comprehensive Plan Professional Services.
8. Consider and approve the audit contract for Fiscal Year 2018.
9. Consider budget amendment for Magnolia Road drainage project.
10. Other Business.
11. Comments from Attendees.
12. Motion to Adjourn.

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

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


Values: Service, Initiative, Teamwork, and Improvement.



**COUNCIL
ADDITIONAL AGENDA DETAILS:**

ATTACHMENTS:

Description

 Council Report



Council Member to Report	Partners & Collaborators
Nancy Fiorillo	Triangle J. COG
	Neighborhood Advisory Committee
John Cashion	Moore County Schools
	Partners in Progress
John Bouldry	NCDOT/MCTC/TARPO
	Beautification Committee
Judy Davis	Pinehurst Business Partners
	Given Memorial Library
Kevin Drum	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
	Bicycle and Pedestrian Advisory Committee



**PUBLIC SAFETY REPORTS.
ADDITIONAL AGENDA DETAILS:**

Police Department
Fire Department

FROM:

Lauren Craig

DATE OF MEMO:

3/22/2018

MEMO DETAILS:

The monthly public safety reports are attached.

ATTACHMENTS:

Description

- ☐ Feb 2018 PD Report
- ☐ Feb 2018 FD Report

Incident IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department February 2018 - February 2017

Part I Offenses	February 2017	February 2018	+/-	Percent Changed	Year-To-Date 2017	Year-To-Date 2018	+/-	Percent Changed
Murder	0	0	0	0%	0	0	0	0%
Rape	0	0	0	0%	0	0	0	0%
Robbery	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Individual	0	0	0	0%	0	0	0	0%
Assault	0	0	0	0%	0	0	0	0%
Violent Total:	0	0	0	0%	0	0	0	0%
Burglary	0	1	1	-	1	1	0	0%
Residential	0	1	1	-	1	1	0	0%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	6	7	1	17%	14	14	0	0%
Auto Theft	0	0	0	0%	0	0	0	0%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	6	8	2	33%	15	15	0	0%
Part I Total:	6	8	2	33%	15	15	0	0%

Part II Offenses	February 2017	February 2018	+/-	Percent Changed	Year-To-Date 2017	Year-To-Date 2018	+/-	Percent Changed
Drug	1	13	12	1200%	18	38	20	111%
Assault Simple	0	0	0	0%	1	0	-1	-100%
Forgery/Counterfeit	0	1	1	-	0	1	1	-
Fraud	1	1	0	0%	3	5	2	67%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	0	0	0	0%	2	0	-2	-100%
Vandalism	1	2	1	100%	2	2	0	0%
Weapons	0	1	1	-	3	1	-2	-67%
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	0	0	0	0%
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	0	0	0%	0	0	0	0%
D.W.I.	1	6	5	500%	1	12	11	1100%
Liquor Law Violation	0	0	0	0%	0	0	0	0%
Disorderly Conduct	1	0	-1	-100%	1	1	0	0%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	5	38	33	660%	16	62	46	288%
Part II Total:	10	62	52	520%	47	122	75	160%
Incident Total:	16	70	54	338%	62	137	75	121%

Arrest IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department February 2018 - February 2017

Part I Offenses	February 2017	February 2018	+/-	Percent Changed	Year-To-Date 2017	Year-To-Date 2018	+/-	Percent Changed
Murder	0	0	0	0%	0	0	0	0%
Rape	0	0	0	0%	0	0	0	0%
Robbery	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Individual	0	0	0	0%	0	0	0	0%
Assault	1	0	-1	-100%	1	0	-1	-100%
Violent Total:	1	0	-1	-100%	1	0	-1	-100%
Burglary	1	0	-1	-100%	1	1	0	0%
Residential	0	0	0	0%	0	0	0	0%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	4	1	-3	-75%	6	3	-3	-50%
Auto Theft	0	0	0	0%	0	0	0	0%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	5	1	-4	-80%	7	4	-3	-43%
Part I Total:	6	1	-5	-83%	8	4	-4	-50%

Part II Offenses	February 2017	February 2018	+/-	Percent Changed	Year-To-Date 2017	Year-To-Date 2018	+/-	Percent Changed
Drug	9	12	3	33%	37	34	-3	-8%
Assault Simple	0	0	0	0%	1	0	-1	-100%
Forgery/Counterfeit	0	0	0	0%	0	0	0	0%
Fraud	1	0	-1	-100%	1	0	-1	-100%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	1	0	-1	-100%	1	1	0	0%
Vandalism	0	1	1	-	0	3	3	-
Weapons	2	1	-1	-50%	5	1	-4	-80%
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	0	0	0	0%
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	0	0	0%	0	0	0	0%
D.W.I.	5	7	2	40%	7	13	6	86%
Liquor Law Violation	1	0	-1	-100%	1	0	-1	-100%
Disorderly Conduct	1	1	0	0%	1	2	1	100%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	11	28	17	155%	37	51	14	38%
Part II Total:	31	50	19	61%	91	105	14	15%
Arrest Total:	37	51	14	38%	99	109	10	10%



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

SUMMARY FOR THE MONTH OF FEBRUARY 2018

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	NUMBER THIS MONTH	NUMBER YTD	NUMBER THIS MONTH LAST YEAR	NUMBER YTD LAST YEAR	PERCENTAGE YTD
Fire	1	3	10	13	-77%
Overpressure Rupture, Explosion, Overheat - no fire	1	4	0	0	400%
Rescue & EMS Incidents	48	105	42	86	22%
Hazardous Conditions - no fire	21	36	8	22	64%
Service Call	9	46	21	59	-22%
Good Intent Call	22	64	25	49	31%
False Alarm & False Call	15	47	16	50	-6%
Severe Weather & Natural Disaster	0	2	0	0	200%
Special Incident Type	0	0	0	0	0%
TOTAL INCIDENTS	117	307	122	279	10%

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	NUMBER THIS MONTH	NUMBER YTD	NUMBER THIS MONTH LAST YEAR	NUMBER YTD LAST YEAR	PERCENTAGE YTD
Residential	6	14	8	19	-26%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	0	0	0	0%
Commercial	14	25	5	25	0%
Plan Review/Site Inspections	2	2	0	4	-50%
Reinspection	13	13	13	28	-54%
Occupancy Certificates	0	0	0	0	0%
TOTAL INSPECTIONS	35	54	26	76	-29%
Violations Found:	51	67	18	59	14%
YTD Violations to be Corrected:		16		41	
YTD Violations Corrected:		1		25	
Correction Percentage:		6%		61%	

March 2, 2018

J. Carlton Cole, Fire Chief

FIRE DEPARTMENT

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



**BUDGET AMENDMENTS REPORT
ADDITIONAL AGENDA DETAILS:**

FROM:

John Frye

CC:

Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:

3/20/2018

MEMO DETAILS:

Attached is the report of budget amendments approved by the Budget Officer as required for the current period.

ATTACHMENTS:

Description

□ Budget Amendments Report

**VILLAGE OF PINEHURST
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER
FOR THE PERIOD FEBRUARY 16 - MARCH 15, 2018**

Under Village of Pinehurst Ordinance #17-07, the Village Council grants the Budget Officer, or Village Manager, the ability to transfer appropriations under specific conditions. These conditions allow transfers of up to \$10,000 between departments (including contingency) of the same fund for the FY 2018 Budget. The Budget Officer may not transfer monies between funds at any time.

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

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

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>APPROVED DATE</u>
1	10-20-420-5300	Streets & Grounds-Contracted Services	\$ 10,000		3/15/2018
	10-20-420-7700	Streets & Grounds-Capital Outlay: Infrastructure		\$ 10,000	
		<i>(Transfer funds appropriated for pre-resurfacing drainage to additional street patching repairs. The additional demand for street patching comes from the unusually harsh winter weather, more requests from MYVOP, and the Village's focus on improving road conditions.)</i>			



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

March 13 Regular Meeting
March 13 Work Session
March 20 Special Meeting

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

3/22/2018

MEMO DETAILS:

See attachments for draft minutes.

ATTACHMENTS:

Description

- ☐ 03-13 Regular Meeting
- ☐ 03-13 Work Session
- ☐ 03-20 Special Meeting with HPC



**VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF MARCH 13, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, March 13, 2018 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. John Bouldry, Treasurer
Ms. Judy Davis, Councilmember
Mr. Kevin Drum, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

Excused absence: Mr. John R. Cashion, Mayor Pro Tem

And approximately 48 attendees, including 7 staff and 1 press.

1. Call to Order.

Mayor Nancy Roy Fiorillo called the meeting to order.

2. Reports:

Manager

- Jeff Sanborn shared the Village has been in conversation with Moore County regarding relocating the EMS facility that is currently on McCaskill Road to a new facility adjacent to Fire Station 91. He explained a resolution would be presented to the Village Council at a future meeting regarding this opportunity.
- Mr. Sanborn announced there will be a joint meeting with the Village Council and the Historic Preservation Commission on Tuesday, March 20 at 4:30pm in Assembly Hall to discuss the proposal to split the historic district. He also noted an Open Village Hall topic was created to solicit additional public input on this topic.
- Mr. Sanborn announced on Thursday, March 22 the Village will host a design charrette in Assembly Hall from 5:00-8:00pm regarding the proposed Community Center.

Council

- Mayor Fiorillo reported she spoke to the Sandhills Rotary Club and they had questions regarding availability of water for growth and development. She also attended a meeting regarding the bond referendum for the schools.
- Councilmember Davis said she received an anonymous two page letter in the mail regarding the Community Center and will share the ideas with the staff.

3. Motion to Approve Consent Agenda.

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

- A. Approval of Draft Village Council Meeting Minutes.
02-27 Regular Meeting
02-27 Work Session

End of Consent Agenda.

Upon a motion by Councilmember Bouldry, seconded by Councilmember Davis, Council unanimously approved the Consent Agenda by a vote of 4-0.

4. NC DOT presentation of the Midland Road Study.

Brandon Jones and Chuck Dumas from NC DOT presented the Midland Road Corridor Study final draft. Mr. Dumas shared the purpose of the study was to determine safety, mobility, and access issues along Midland Road. Mr. Dumas explained the efforts to examine crash data along Midland Road. He shared the existing median breaks along Midland Road and then shared what is being proposed. He noted they are also proposing the speed limit to change to 35mph along the entire corridor. He shared information about the NC 22 and Midland Road project along with the US 1 Ramps and Midland Road Project. Council held a discussion about the proposal. Council thanked Gene Maples for his work on this topic and for flagging the trees. Mayor Fiorillo noted Jamie Boles endorsed this version of the study.

Audience comments:

- Tom Campbell said speeding is the same anywhere and if the speed limit is posted one speed, most motorists will slow down to 10mph over the limit. He said enforcement is key.
- Gene Maples thanked the community for their cooperation on this topic and the efforts to get this done. He noted he is in favor of the speed limit reduction to 35mph. He explained we all need to continue working together to find the funding for these projects.
- Bob Klug said in October he talked about the speed and applauds the NC DOT regarding this change but he hopes we can see how that goes before removing the 100+ trees. He shared some of the specific numbers of trees being proposed for removal.
- Jim Kennedy said this process has offered numerous opportunities for the public to participate and he thinks NC DOT has incorporated the major issues the public had with the initial version. He congratulated NC DOT. He said a trade for 110 trees for 600 plantings going in is a good trade off.
- Leo Santowasso asked about consideration for limiting waste on the entire stretch of corridor (i.e. tractor trailers or semi-trailers) and he asked about consideration for a left hand turn lane at the signal on Knoll Road heading north to Midland. He also said 35mph not enforced will continue to be a problem.
- Patrick Pizzella said kudos to this study and the 35mph speed limit seems reasonable. He asked about the location of a future bike path or greenway along the road.
- Pat Corso said safety is the primary focus of the DOT. He said this is unusual that the DOT has gone through great lengths with the community to be cooperative.
- John Strickland said one thing discussed was to find a way to remove or reduce the number of utility lines over the road. He said the scenic byway designation could also help with working utilities to help them go underground. He suggests some of the obvious dangerous intersections be dealt with quickly since they are a major safety issue.

Council discussed the next steps in the process and the opportunity to consider a resolution at a future meeting along with any additional public comments. NC DOT discussed project prioritizations.

5. Consider a request for event sponsorship from the Moore County Kennel Club of NC.

Mark Wagner, Parks and Recreation Director, explained staff received a request from the Moore County Kennel Club of NC to continue a previous sponsorship that was in place with the Village for their annual Dog Show at the Pinehurst Harness Track. He explained this request would fall under the Village's sponsorship policy and be considered a Category C where a non-profit is attempting to raise funds at an event. Bill Pace and Pete Green with the Moore County Kennel Club provided the Council with information on the event and hopes to change the event to May going forward. Council formed a consensus for this request.

6. Other Business.

None

7. Comments from Attendees.

- None.

8. Motion to Adjourn.

Upon a motion by Councilmember Bouldry, seconded by Councilmember Drum, Council approved to adjourn the Regular Meeting by a vote of 4-0 at 6:01pm.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

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**VILLAGE COUNCIL
AGENDA FOR WORK SESSION OF MARCH 13, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA**

IMMEDIATELY FOLLOWING REGULAR MEETING

The Pinehurst Village Council held a Work Session at 6:11 p.m., Tuesday, March 13, 2018 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. John Bouldry, Treasurer
Ms. Judy Davis, Councilmember
Mr. Kevin Drum, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

Excused absence: Mr. John R. Cashion, Mayor Pro Tem

And approximately 16 attendees, including 6 staff and 1 press.

1. Call to Order.

Mayor Nancy Roy Fiorillo called the meeting to order.

2. Discuss Draft Contract with TPUDC for Long Range Comprehensive Plan.

Assistant Village Manager Natalie Hawkins explained the need for Council to discuss the preliminary draft contract with Town Planning Urban Design Collaborative (TPUDC) for consulting services related to the Long-Range Comprehensive Plan and to review the draft agreement to ensure the scope of services meets the needs and expectations. Ms. Hawkins reviewed the project timeline. Council discussed the process and the draft contract and raised a few concerns that need clarification. Council held a discussion about the concept of the Think Tank. Staff agreed to bring a revised version of the contract to a future meeting for consideration.

3. Discuss Use of Open Village Hall for Public Engagement.

Assistant Village Manager Natalie Hawkins explained the need to discuss the use of Open Village Hall as a way to seek public input for Council consideration into local decisions. She explained staff believes there are several opportunities to use this engagement tool in the upcoming months and would like to talk with Council about your desire to use this tool going forward. Council discussed these potential topics and agreed to the use of Open Village Hall to seek public input more regularly in the future.

4. Consider lot donation on Dove Run in Clarendon Gardens.

Assistant Village Manager Jeff Batton explained Council discussed at their last meeting a lot donation request on Dove Run in Clarendon Gardens and he provided information regarding cost to construct a cul-de-sac on this lot. He estimated approximately \$20,000 to construct this using today's pricing. Council discussed this and determined not to accept the donation due to there being no major value to the Village at this time.

5. Discuss cost of drainage project partnership for Magnolia Road

Assistant Village Manager Jeff Batton explained the Village agreed to cost-share with Pinehurst, Inc. on a drainage project along Magnolia Road as part of the Brewery project to mitigate any additional storm water runoff on to private property from the Pinehurst Brewery and the public road that will be dedicated to the Village as well as manage existing runoff along Magnolia Road. He said

the actual quote came in higher than the original agreement and staff is seeking Council's direction on how to proceed giving the Council committed to paying half in August 2017. Council formed a consensus to split the \$79,200 at 50% and this would be the cap to the contribution from the Village.

6. Discuss marketing the Harness Track.

Council and staff briefly discussed the two previous studies completed in 2010 and 2015 regarding the Harness Track's business model and financial sustainability. Mark Wagner, Director of Parks and Recreation, shared the utilization of the track over the last few years and trend of the same number of trainers who are bringing less horses. Council discussed marketing efforts. Manager Jeff Sanborn suggested for staff to study the geographic locations for where the trainers are coming from to help marketing efforts.

7. Discuss the brown NC DOT historical signs for Pinehurst.

Council held a discussion about the brown NC DOT historical signs that could help others locate the historic Village. Councilmember Drum said he sees Seagrove Pottery signs all over the area but no signs for the historic Village and he suggests we look into this. He suggests this could be a NC DOT discussion. Council held a discussion about this opportunity to get better signage to find the Village of Pinehurst.

8. Work Session Business.

- Councilmember Davis asked to add a conversation about short term rentals for a future work session. Council held a discussion about this topic.
- Jeff Sanborn noted the proposed budget work sessions are slated during the week of May 14-18.

9. Motion to Adjourn.

Upon a motion by Councilmember Davis, seconded by Councilmember Bouldry, Council approved to adjourn the Work Session by a vote of 4-0 at 8:03pm.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

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**VILLAGE COUNCIL
AGENDA FOR WORK SESSION OF MARCH 20, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA**

4:30 P.M.

The Pinehurst Village Council held a Special Joint Meeting with the Historic Preservation Commission at 4:30 p.m., Tuesday, March 20, 2018 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. John R. Cashion, Mayor Pro Tem
Mr. John Bouldry, Treasurer
Ms. Judy Davis, Councilmember
Mr. Kevin Drum, Councilmember
Mr. Bob Farren, HPC Chairman
Mr. Tom Schroeder, HPC member
Mr. John Taylor, HPC member
Mr. Mark Parson, HPC members
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

And approximately 53 attendees, including 7 staff and 1 press.

1. Call to Order.

Mayor Nancy Roy Fiorillo called the meeting to order. Chairman Bob Farren called the Historic Preservation Commission to order.

2. Review and discuss the Historic Preservation Commission recommendation to split the existing Pinehurst Historic District into three separate districts.

Village Manager Jeff Sanborn explained the Council and Historic Preservation Commission are here to discuss the proposal to split the existing Pinehurst Historic Commission and there will be no formal decision made this evening. He explained the review process started when the HPC presented a revised set of guidelines to the Village Council in May 2017. He explained both the current version of the guidelines contained numerous references to smaller scale criteria for applying a congruent standard and this no longer stands in the courts. Mr. Sanborn explained that the opportunity to split the district would make these standards more localized and legal. He explained the Village Council authorized the Manager to commission a study to split the district. The Manager explained this is an opportunity to start the dialogue with the community. The Manager also shared key changes recommended to the Historic District Guidelines. Bob Farren, HPC Chairman, gave an overview of the responsibilities of the Historic Preservation Commission. He provided history on the Standards and Guidelines and the regulatory environment of the Historic Preservation Commission. He said the recommendation has been reviewed and endorsed by the State Historic Preservation Office and suggests that each of the three small districts are appropriate. Manager Jeff Sanborn explained the Village put up an Open Village Hall topic to receive feedback on this topic. He shared the response rate and the common themes found in the comments.

3. Public Comments

Council opened the floor to public comments:

- Emily Hewson of Midland Road, also a realtor specialized in Old Town said she about this topic on Friday and it was not advertised well. She suggested using different names for the three districts.
- Kathie Parson said she has reviewed the guidelines and she realized her home would have at least 20 areas where the "must" would not be allowed like it was when they renovated the home. She is concerned about the guidelines because

they will lock down the ability to carry out great design in the Village.

- Jack Farrell said he fully supports the guidelines as they were rewritten and they did a fine job. He also strongly supports the splitting of this historic district. He is concerned about the Open Village Hall topic due to the explanation for why this was being considered.
- Lynn Sullivan lives on Beulah Hill Road North and is concerned about her property value. She understands the need to have these standards but she does not think this was put out to the public in time.
- Mike Sullivan said he lives on historic Highway 5 and he said had they known prior to the purchase of their home about this proposed change, it may have affected their purchase.
- Lynn Goldhammer said Open Village Hall was already closed when she went online to provide feedback. She asked why the Village has to follow the state mandates. She is concerned about preserving what Pinehurst is throughout the town.
- Clark Campbell appreciated Jack Farrell's summary of the reason to consider splitting the districts. He is concerned about the human nature side of this. He doesn't want to get too restrictive to take away creativity. He suggested for the Council to really read these guidelines and to take their time on this issue.
- John Root said he applauds the Council and Village for trying to gather opinions about various subjects but wouldn't use the Open Village Hall results for a decision today. He said the guidelines are completely different than the districts. He asked about getting a variance from state law that is causing this situation.
- Mark Anderson commented on the names of the districts. He asked how there aren't changes to the building guidelines based on the districts.
- Dick Weinberg lives in Pinewild. He is very interested in the National Historic Landmark and the history of building in Pinehurst. He said to think more about the history and less about appearance.
- Megan King follows the Village on Facebook and Instagram. She said her house was built in 1999 and is in the historic district. She does not favor splitting the district and does not like the names proposed.
- Emily Hewson said we need to publicize this more because people are suspicious and the Village needs to rethink and the names no one seems to like.
- Cliff Aikens of 20 Fields Road said he is disturbed by the casual way the Village has treated the landmark status. He said keep the present laws in place to keep this place the way it is.
- Jim Lewis said this issue is really about the school district area. He said most of the action has been in this area.

4. Village Council and Historic Preservation Commission discussion.

Mark Parson shared before and after pictures of his house to show the difference with what he could or could not have done with the proposed guidelines. Council discussed Mr. Parson's concerns with the guidelines. Council and the Historic Preservation Commission held a discussion about the proposal to split the Historic District into three districts. Council discussed the challenge to apply guidelines across a large district. Council suggested reopening Open Village Hall for more public comments.

5. Motion to Adjourn.

Upon a motion by Councilmember Davis, seconded by Councilmember Cashion, Council approved to adjourn the Special Joint Meeting with the HPC by a vote of 5-0 at 6:22pm.

Respectfully Submitted,

Lauren M. Craig
Village Clerk

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**PRESENTATION OF THE COMPREHENSIVE TRANSPORTATION PLAN
BY NC DOT AND THE TRIANGLE AREA RURAL PLANNING
ORGANIZATION.**

ADDITIONAL AGENDA DETAILS:

FROM:

Jeff Sanborn

DATE OF MEMO:

3/22/2018

MEMO DETAILS:

Matt Day from TARPO and Scott Walston from NCDOT will be presenting the Comprehensive Transportation Plan to Council in preparation for a public input meeting in April.



**CONSIDER A RESOLUTION IN SUPPORT OF THE MIDLAND ROAD
CORRIDOR STUDY.**

ADDITIONAL AGENDA DETAILS:

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

3/22/2018

MEMO DETAILS:

Attached is a resolution for Council to consider supporting the Midland Road Corridor Study that was presented at the March 13 Regular Meeting.

ATTACHMENTS:

Description

- ▣ Resol 18-08 Supporting the Midland Road Corridor Study

RESOLUTION #18-08:

A RESOLUTION SUPPORTING THE MIDLAND ROAD CORRIDOR STUDY

THAT WHEREAS, the Midland Road Corridor Study provides a framework for implementing improvements along Midland Road; and

WHEREAS, the final report represents a collaborative effort to determine the safety, mobility, and access issues that contribute to the need for improvement along one of the most iconic and historic roadways in North Carolina; and

WHEREAS, the vision for the corridor has come into focus through a planning process that involved local residents, stakeholders, a steering committee, the North Carolina Department of Transportation, Moore County, the Town of Southern Pines, and the Village of Pinehurst; and

WHEREAS, the Village of Pinehurst has fully vetted this final report of the Midland Road Corridor Study and has found it to be in the best interest of the Village of Pinehurst and the surrounding area to support it.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINEHURST that the Village does hereby support and approve the Midland Road Corridor Study as shown in Appendix A.

THIS RESOLUTION is passed and adopted this 27th day of March, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



**APPROVE THE AGREEMENT FOR THE 2035 LONG-RANGE
COMPREHENSIVE PLAN PROFESSIONAL SERVICES.
ADDITIONAL AGENDA DETAILS:**

FROM:

Natalie Hawkins

CC:

Jeff Sanborn, Will Deaton

DATE OF MEMO:

3/20/2018

MEMO DETAILS:

This agenda item is to approve the contract with Town Planning & Urban Design Collaborative LLC for professional services associated with the 2035 Long-Range Comprehensive Plan. Subsequent to the Village Council's preview of the draft contract at your March 13th work session, staff reviewed changes proposed by the Village Attorney and the Village Council with the consultant. These changes have been incorporated into the attached agreement. The more significant changes include:

1. Clarified language that the consultant must seek authorization from the Village prior to performing any additional services
2. Clarified that the execution of the contract by both parties marks the commencement of services and the beginning of the contract period expected to last approximately 17 months
3. Changed the performance evaluation meeting schedule from quarterly to bi-monthly
4. Indicated the original files associated with the contract will remain in the possession of the client as opposed to the consultant
5. Clarified that in the event of termination of the contract the consultant will be compensated "equitably" to mean compensated for services performed through the termination of the contract
6. Modified language to indicate that in the event of a dispute that is not resolved through mediation, both parties agree to binding arbitration
7. Inserted the required NC pre-audit certification to indicate budgeted funds are available to pay sums due under the contract
8. Modified the size of the Think Tank to a range of 8-12, from a limit of 8
9. Added additional documents for the consultant to review that includes the Moore Co. Transportation Plan and the Partners in Progress Strategic Action Plan
10. Clarified the client meeting after Planapalooza will occur via conference call the week following the event
11. Clarified the consultant will provide a print-ready digital version of the plan document and the Village will be responsible for printing the desired number of copies

In addition, staff sought clarification from the consultant on a few other matters that Council requested that we can discuss at your meeting.

Should Council approve the attached contract, staff asks that Council pass a motion authorizing the Village Manager to enter into the contract. The Village will then be in a position to begin the process of creating its 2035 Long-Range Comprehensive Plan, which will give residents an opportunity to provide significant input

into their desires and wishes for the future of our community.

ATTACHMENTS:

Description

- ▢ TPUDC Contract for Long-Range Comprehensive Plan Professional Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN TOWN PLANNING & URBAN DESIGN COLLABORATIVE LLC.
AND THE VILLAGE OF PINEHURST, NORTH CAROLINA**

This Agreement is by and between the Village of Pinehurst, North Carolina ("Client") and Town Planning & Urban Design Collaborative LLC. (also called "TPUDC") ("Consultant") entered into on this ____ day of _____, 2018.

PREAMBLE

The Client has asked TPUDC to assist with planning services related to the Village of Pinehurst Long Range Comprehensive Plan (the "Project") which are more fully described below and TPUDC has agreed to provide such services.

This Agreement contains the following sections:

- I. Basic Services
- II. Terms and Conditions
- III. Signatures
- IV. Appendices A, B, C, D & E

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. BASIC SERVICES

A. SCOPE OF SERVICES

The Consultant agrees to provide the services set forth in the described in "Appendix A" (herein called the "Services") and to undertake such work in accordance with this agreement.

B. ADDITIONAL SERVICES

Any services not specifically provided for in the scope of services will be considered additional services and performed on a labor fee plus expense basis using the hourly rates presented in Appendix C of this Agreement. The Consultant will seek prior authorization from the Client for specific additional services. When the Client authorizes additional services, the Client will provide a letter of authorization for the specific scope of services before any work is initiated by the Consultant.

The Client will provide a letter of authorization for the specific scope of services before any work is initiated by the Consultant.

C. INFORMATION PROVIDED BY THE CLIENT

The Client will be responsible for all base information described in Appendix B. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client unless patently erroneous.

D. PROJECT SCHEDULE

The target timeline for completion of the Project is 17 months from the commencement of work, which will begin upon execution of this agreement by both parties.

E. CHANGES TO THE SCOPE OF WORK

Any change to the professional services described in this Agreement shall not be authorized unless documented in writing by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and/or (3) Change the project schedule, as appropriate.

F. COMPENSATION

The Consultant will provide the services described in this Scope of Services for a fee of not to exceed \$194,530, including travel expenses. The Client is responsible for expenses related to public outreach and engagement (any refreshments, print materials, etc) provided to the public.

G. PAYMENT

Fees will be invoiced monthly based on the percentage of services completed for the lump sum task (see Appendix D) as of the invoice date.

Payment for services rendered and expenses incurred pursuant to this Agreement shall be due as within 30 days of receipt by Client. Any invoice unpaid after 60 days of submission to Client shall bear interest at the rate of 1.5% compounded monthly.

II. TERMS AND CONDITIONS

A. THE CONSULTANT'S RESPONSIBILITIES

The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost.

The Consultant shall be responsible for adhering to the following:

- A.1 Client's Mission, Vision, and Values: To achieve the Client's vision to be a "charming, vibrant community that reflects our rich history and traditions," the mission of the Client's employees is to "Promote, enhance, and sustain the quality of life for residents, businesses, and visitors." The Client strives to achieve this mission by adhering to a set of core values that are reflected in interactions with customers.

The Consultant is an extension of the Village workforce by either providing direct services to the Client's customers or partnering with Client employees. To ensure residents, businesses, and visitors receive the highest levels of service, the Client expects the Consultant to reflect the Village's core values while performing services under the terms of the contract. The Client's Core Values are as follows:

Initiative – the desire and will to identify what needs to be fixed, fix what needs to be fixed, and take leadership when leadership is needed.

Teamwork – the desire and will to selflessly function as part of a high performing whole and to collaboratively work in ways that take full advantage of input from all members of the team.

Service – the desire and will to selflessly meet the needs of those around you: customers, fellow employees, employers, and the community as a whole.

Improvement – the desire and will to learn and grow professionally and to enhance team processes in ways that improve performance, efficiency, or both.

- A.2. Ethical Standards: As a contractor working on behalf of the Client, the Consultant is expected to reflect the Client's ethical standards. The foundation of government depends on public trust and confidence. While performing the terms of the contract, the Client expects the Consultant to foster public trust by providing quality service and fair dealings that are respectful, impartial, and accountable. The Consultant must also avoid any conflicts of interest or appearance of conflicts of interest or use their position or resources for personal gain.

The Client's employees or their families may not request or accept any kickback, rebate, cash, or anything of value from the Consultant. These practices are not only unethical, but are in most cases illegal.

The Client's employees have the right to be free from harassment on the job because of their race, color, sex, religion, gender, national origin, sexual orientation, age, disability, veteran's status, or other protected class. Harassment of any employee by management, supervisor, or the Consultant in any form is prohibited. The Consultant is expected to abide by these ethical standards of conduct while performing services under this contract.

B. THE CLIENT'S RESPONSIBILITIES

Client shall be responsible for performing the following tasks in conjunction with the Project:

- B.1 Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- B.2 Client will provide on a timely basis all Base Information in Appendix B and any other information that Consultant may reasonably request. If Client is unable to provide such information, Client will immediately alert Consultant and set about to determine whether the information may be obtained by some alternative means. Requests for changes which are due to certain base materials being unavailable shall be considered Additional Services.
- B.3 Client will provide available supplementary information that may be requested from time to time during the course of the Project.
- B.4 Client will arrange for a location to conduct design charrette and studio and all necessary charrette meetings, and promote the charrette using the promotional materials and Community Outreach Plan developed by the Consultant in consultation with the Client.
- B.5 Client will attend scheduled Project meetings with Consultant.
- B.6 Client will attend the Design Charrette/Planapalooza at specific times scheduled in advance.
- B.7 The Client shall endeavor to avoid scheduling difficulties by providing the Consultant with 30 days notice of anticipated meetings and deadlines.

C. DOCUMENT CLIENT REVIEW PERIOD PROCEDURES

Following the delivery of the Client Draft and Public Draft of the document (Task 2.7 and Task 3.2), the Client shall have a Client Review Period with a duration of 30 days. On the final day of the Client Review Period, if not sooner, the Client shall send to the Consultant requested refinements, if any, in the form of one consolidated set of specific revisions made digitally utilizing the comment tools in Adobe Acrobat. All requested specific revisions must be consolidated as only one set of revisions per review period will be accepted. The Consultant shall make the requested specific revisions, if any, to be included in the final documents. Additional Major Revisions requested outside the Client Review Periods will be considered Additional Services. Major Revisions include: revisions to graphics, text edits of a paragraph or more in length or edits that require the addition or reorganization of pages. Additionally, revisions to the renderings and/or Illustrative Master Plan(s) requested after the Planapalooza™ will be considered Major Revisions. Typographical error corrections shall always be considered a Minor Revision and shall not be considered an Additional Service.

If no requests for revisions from the Client are received by the Consultant by the final day of the Client Review Period, this will indicate that the Client has no revisions to request and the Consultant will begin work on the next phase of work. If the Client requests additional review periods, the associated additional revisions will be considered Additional Services and the project deadline will be adjusted accordingly.

D. CONTRACT PERFORMANCE EVALUATION

At least annually, the Client will evaluate the Consultant's performance under the terms of this contract. This evaluation will assess how well the Consultant performed during the contract period in meeting Village contract requirements of: 1) Fair price, 2) Quality of goods and services, and 3) Timely delivery of goods and services.

As a requirement of this contract, the Consultant is required to periodically meet with the Client's staff to assess and communicate the Consultant's performance under the terms of the contract, including the aforementioned terms. These meetings may be in person or by telephone and will allow for open two-way communication between the contractor and the Client representative. These meetings are not an opportunity to renegotiate the terms of the contract, but will be focused on the quality and timeliness of the services provided under the contract. These meetings will also provide an opportunity to share innovative ideas for service delivery that may be incorporated into the Client's future process improvements.

The Client representative will review key contract service delivery performance measures with the Consultant representative during performance evaluation meetings. If, for any reason, service delivery is below the contracted performance requirements, or if there are other shortcomings related to demonstration of the Client's values or ethical standards, the Client representative will discuss it with the Consultant representative at that time. These meetings will offer both parties an open opportunity to discuss any concerns and to ensure adequate service delivery and identify opportunities for service delivery improvements.

The performance evaluation meeting schedule for this contract shall be held bi-monthly. Client and Consultant representatives and their contact information are identified below:

	Client Representative	Consultant Representative
Name	Natalie Hawkins	Brian Wright
Contact Information	nhawkins@vopnc.org 910-295-1900 ext. 1103	brian@tpudc.com 615-948-8702

E. USE OF THE DOCUMENTS

The Consultant and the Client will share joint copyright privileges to the work products. The Documents shall be used solely in matters relating to this Agreement. The CLIENT will notify the CONSULTANT if a third party requests the native files. The original Documents shall remain in the possession of the CLIENT.

F. DELAY OR PREVENTION OF PROVISION OF SERVICES NOT THE FAULT OF THE CONSULTANT

In the event that performance of the Basic Services and/or Additional Services is delayed or prevented due to an unforeseen condition or event beyond Consultant's control, including but not limited to: a natural disaster in the vicinity of the study area, any one of Consultant's offices, the offices of any one of Consultant's consultants or in an area through which any member of the team may be traveling in order to provide Services; the injury or death of Consultant personnel or their consultants or a family member of either. Consultant shall not be responsible for such delay or failure to perform and will not be liable for the consequences of any of the foregoing.

G. TERMINATION

- G.1 If the Client fails to make payment when due for service and reimbursable expenses as previously specified herein, the Consultant may, upon thirty days written notice, terminate the Agreement. Unless payment in full is received by the Consultant within thirty days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- G.2 The Client may terminate this agreement for cause after giving the Consultant written notice and an opportunity to cure. The Client may terminate without cause by giving the Consultant 14 days notice and compensating the Consultant for work completed up to contract termination.
- G.3 In the event of termination, the Client shall forfeit all rights to receive additional copies of documents previously received.
- G.4 In the event this Agreement is terminated, Client shall pay Consultant for all direct costs and Services and/or work undertaken in performance of its obligations hereunder up to the date of termination, including any Services performed but not invoiced as of the date of termination.

H. PUBLICATION

- H.1 The Consultant shall have the right to include representations of the Project or the work performed by Consultant, including photographs, among promotional and professional materials.
- H.2 If the Client publishes or causes to be published visuals created by the CONSULTANT related to Project, not including photography, the CLIENT agrees to include credit to the Consultant as follows: "Credit: Town Planning & Urban Design Collaborative LLC, www.tpudc.com & City Explained Inc., www.city-explained.com ".

I. MEDIATION AND LITIGATION

- I.1 In the event any dispute arises between the Client and the Consultant in connection with the Agreement or services provided pursuant to the Agreement, the Client and the Consultant agree to submit the dispute to mediation by a mediator mutually selected by the parties, with each party sharing equally in the cost of mediation, prior to the initiation of Litigation.
- I.2 The Client and the Consultant expressly agree that with respect to any legal dispute which may arise, which has not been first resolved through the mediation process identified above, that all legal disputes arising out of this agreement shall be submitted to and resolved only through binding arbitration, pursuant to the then-existing rules promulgated by the American Arbitration Association. The prevailing party in such arbitration shall be entitled to recover attorney fees and costs associated with the legal dispute and arbitration process.

J. MISCELLANEOUS PROVISIONS

- J.1 The Agreement shall be governed by the law of the State of North Carolina in the United States of America.
- J.2 The duties, responsibilities, and limitations of authority of the Consultant discussed in the Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Consultant.
- J.3 The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign the Agreement without the written consent of the other.
- J.4 The Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant.
- J.5 Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- J.6 The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval at least fourteen days prior to execution. The Client shall not request, and Consultant shall not be required to provide, certifications that would require knowledge or services beyond the scope of the Agreement.
- J.7 Title and paragraph headings are for reference and are not a part of the Agreement.
- J.8 In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
- J.9 No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- J.10 Should any provision, paragraph, sentence, word or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary to conform with law, or else the same shall be deemed severable. In any event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- J.11 The appendices attached hereto are made a part hereof as if fully set forth herein.
- J.12 This Agreement is valid only if executed by the Client and the Consultant within 60 days of the other.
- J.13 In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions. In case of conflict, this Agreement shall control over the Standard Provisions. As used in the Standard Provisions, the term "the Consultant" shall refer to Town Planning & Urban Design Collaborative LLC and the term "the Client" shall refer to the Village of Pinehurst, North Carolina.

K. NOTICES

- K.1 All notices and communications given pursuant to the Agreement shall be in writing and delivered by email, personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier.

CLIENT:
Village of Pinehurst
Attention: Jeff Sanborn
Village Manager
395 Magnolia Road
Pinehurst, NC 28374
jsanborn@vopnc.org
with cc: nhawkins@vopnc.org

CONSULTANT:
Town Planning & Urban Design Collaborative LLC
Attention: W. Brian Wright
Principal
143 5th Ave. South
Franklin, Tennessee 37064
brian@tpudc.com
with cc: to emily@tpudc.com

III. SIGNATURES

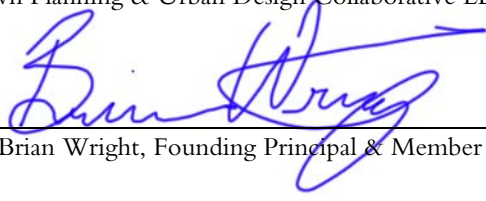
The parties herein have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ACCEPTED AND AGREED:

Client
Village of Pinehurst

Consultant
Town Planning & Urban Design Collaborative LLC

Jeff Sanborn, Village Manager



W. Brian Wright, Founding Principal & Member

Date: _____

Date: 3-19-18

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

Name : _____

Date : _____

APPENDIX A.
VILLAGE OF PINE HURST LONG-RANGE COMPREHENSIVE PLAN UPDATE

SCOPE OF SERVICES

The CONSULTANT shall perform the following Scope of Services:

PHASE 0.0: Project Management & Coordination

Task 0.1 – General Coordination

The CONSULTANT'S Project Manager will establish and facilitate up to 24 conference calls with the CLIENT'S Project Manager to review progress and assess needs as they arise. During the project kickoff, the CLIENT and CONSULTANT will confirm project call and meeting schedules. Coordination activities may be used to present preliminary findings, discuss on-going issues, check in for project performance feedback and other general coordination. Routine coordination in between milestone meetings or conference calls will occur via telephone, email or interaction over a file share site.

Total Meetings/Calls: 24

Task 0.2 – Baseline Data Exchange

The CLIENT will make available to the CONSULTANT GIS data, resource documents, growth forecasts, economic data, stakeholder lists, development data, etc. identified as important to the long-range comprehensive planning process. Data will be exchanged via a file share site or hard drive disk. The CONSULTANT will rely on this data for its inventory and analysis to support recommendations in subsequent phases of the long-range comprehensive planning process.

The CONSULTANT will review data provided by the CLIENT, identify deficiencies and suggest alternative methods for collecting or creating missing data. The CLIENT will be responsible for the timely collection (or creation) of all data needed for the long-range comprehensive plan unless otherwise stated in this SCOPE OF SERVICES.

Task 0.3 – Think Tank (Committee)

The CONSULTANT will work with a Think Tank during the planning process. Recommendations from the Think Tank will be taken as advisory in nature. The CLIENT will select members for the Think

Tank. Membership on the Think Tank will be limited to between 8 and 12 individuals, unless an increase is agreed to by both the CLIENT and CONSULTANT.

Think Tank meetings will be conducted in person in conjunction during trips scheduled for Tasks 1.7, 1.12, 2.4, 3.3, and 3.6, and up to three additional meetings via conference call or Skype when the CONSULTANT is not in Pinehurst. Meetings will last up to two hours each. The CLIENT will be responsible for identifying meeting dates and times, securing meeting locations, and advertising the events.

Total Meetings/Calls: 8

PHASE 1.0: Early Investigation

TASK 1.1: Project Initiation

The CONSULTANT will kick-start the long-range comprehensive planning process by leading a goal-setting work session with Village staff. The event will be used to identify and confirm overarching goals for the long-range comprehensive plan. This meeting will cover a multitude of topics, including:

- Clarification and creation of Client/Team interface and collaborative structure
- Goals based on the Client's perspective
- Goals based on the Team's experience
- Discussion of project schedule
- Discussion of local initiatives
- Client concerns and aspirations
- Initial assessment of available and missing data
- Establishment of measures of success
- Discussion of outreach objectives and strategy
- Project organization & staff coordination
- Procedures for sharing of information

The CONSULTANT will summarize general information and findings from the meeting in a brief memorandum for the CLIENT.

Total Meetings/Calls: 1
Deliverable: Meeting Summary Memorandum

TASK 1.2: Interdepartmental Coordination

The CONSULTANT joint meeting with department heads and any other participants the Client feels would be beneficial to participate. The CONSULTANT will summarize general information and findings from the interview process in a brief memorandum for the CLIENT.

Total Meetings/Calls: 1
Deliverable: Meeting Summary Memorandum

TASK 1.3: Site Reconnaissance & Tour of Village

The CLIENT will organize a driving tour of the study area for CONSULTANT team members; highlighting important themes, areas of interest, etc. that will be critical for developing the new long-range comprehensive plan. The driving tour will also include tours of potential locations for the Planapalooza™ event.

Total Meetings/Calls: 1

TASK 1.4: Policy-Maker Interviews

The CONSULTANT will attend up to fourteen interviews with Village elected and appointed officials (scheduled over a continuous two-day period) for updating the long-range comprehensive plan. The CLIENT will provide a list of individuals to interview and arrange all meeting dates, times and locations. The CONSULTANT will summarize general information and findings from the interview process in a brief memorandum for the CLIENT.

Total Meetings/Calls: 14 (over a continuous two-day period)
Deliverable: Interviews Summary Memorandum

TASK 1.5: Project Branding

The CONSULTANT will develop a project logo and tag line for the long-range comprehensive plan. Up to three rounds of edits will be included for CLIENT review and comment.

Deliverable: Project logo/tag line (logo design and up to 3 revisions)

TASK 1.6: Community Outreach and Engagement Plan

The CONSULTANT will work with the CLIENT to develop a Community Outreach and Engagement Plan, which will include:

- Toolkit elements for Building Awareness and Gathering Input tailored to the needs of the project;
- Identification of stakeholders and timing of meetings associated with public outreach and collaboration;
- Methods and materials anticipated to use throughout the public outreach effort and for each audience;
- Strategy to use for print and broadcast media for public meeting announcements and provision of information.

The CLIENT will be responsible for scheduling meetings, securing locations, printing materials, advertising events, etc. identified in the community outreach and engagement plan using outreach materials prepared by the CONSULTANT and provided to the CLIENT (electronic format).

Deliverable: Community Outreach and Engagement Plan (draft/final)

Task 1.7: Community Kick-Off Meeting

A public kick-off meeting will serve as the official start of the planning process for the general public. It will be used to get people excited about the long-range comprehensive plan, provide an overview of the planning process, begin to generate and share ideas for a long-term shared vision, and answer any questions about the planning process.

The CONSULTANT will program the meeting event and prepare necessary maps, handouts, etc. The CLIENT will be responsible for printing meeting materials. Two CONSULTANT team members will attend the workshop to facilitate small group activities. The CLIENT will be responsible for identifying a meeting date, time and location. The CLIENT will also be responsible for advertising the meeting event using outreach materials prepared by the CONSULTANT.

Total Meetings/Calls: 1

Deliverable: Meeting Materials

TASK 1.8: Print, Social Media Campaigns

The CONSULTANT will work with the CLIENT and the Think Tank to initiate the social media campaign using the tools agreed upon and identified during the completion of the Community Outreach & Engagement Plan. This first round of media outreach will be used to bring awareness of the project and build excitement. The CLIENT will be responsible for reaching out to constituents and sending marketing material out to stakeholders.

Deliverables: Press release, Marketing Posters for Community Kick-Off and Visioning Sessions.

TASK 1.9: Review Background Documents

The CONSULTANT will review the following documents to assess relevance for the long-range comprehensive plan, particularly of the older studies, and review progress on the recommendations made:

- 2010 Comprehensive Long Range Plan
- 2015 Comprehensive Parks and Recreation Master Plan
- 2015 Comprehensive Bicycle Master Plan
- 2015 Comprehensive Pedestrian Master Plan
- 2003 Greenway Plan
- 2008 New Core Master Plan
- 2011 Pinehurst Thoroughfare Plan

- 2018 Midland Road Corridor Study
- 2008 Western Connector Study (Not Adopted)
- 2015 Highway 211 Corridor Study
- 2018 Strategic Operating Plan
- Moore County Transportation Plan (DRAFT)
- 2017 Moore County Partners in Progress Strategic Action Plan

TASK 1.10: Existing Conditions Analysis

The CONSULTANT will work with the CLIENT to gather pertinent information related to existing conditions for Village demographics, local and regional policies, housing and neighborhoods, transportation, market conditions, natural and environmental features, and existing land use and capital facilities. The transportation analysis will include utilization of traffic data from Street Light. CLIENT will contract separately with Street Light to obtain relevant traffic data for CONSULTANT analysis. The information collected will be summarized in a slide presentation branded as the State of the Village Presentation. A presentation of the information will be recorded for posting to the project website.

Deliverable: State of the Village Presentation.

TASK 1.11: Base Maps

The CONSULTANT will prepare up to ten base maps for use during community engagement sessions and as the base for any site-specific design work. The maps will be developed using information provided to the CONSULTANT under Task 0.2. All base maps will be printed by the CLIENT.

Deliverable: Base maps.

TASK 1.12: Visioning Sessions

The CONSULTANT will facilitate two visioning sessions (one in the late morning and one in the evening on the same day) to re-affirm and hone in on community aspirations and wishes for the future. From community conversation, the CONSULTANT will be able to use the Pinehurst goals in the current long-range comprehensive plan, coupled with community input collected under Task 1.12, to develop a set of guiding principles or themes that will be the foundation that the rest of the Plan will be built around.

Total Meetings/Calls: 2 (on the same day)

Deliverable: Visioning Sessions Summary of Input Received.

Phase 2.0: Plan Development

TASK 2.1: Print, Social Media Campaigns

The print and media campaign will continue during Phase 2.0, inviting all stakeholders to participate in the planning process and provide their input. The CLIENT will be responsible to reaching out to constituents and sending the marketing material out to stakeholders described in Phase 1. 0.

Deliverables: Press release, Marketing Posters for Community Kick-Off and Visioning Sessions

TASK 2.2: Online Engagement

The CONSULTANT will use Engagement HQ to develop a project website for the long-range comprehensive plan. The CONSULTANT will train the CLIENT on how to add materials to the site and keep it up-to-date throughout the planning process independent of the CONSULTANT.

Deliverable: Engagement HQ Site (initial setup and training)

Task 2.3: Scenario Planning

Scenario planning to support development of the long-range comprehensive plan will including the following tasks:

Task 2.3.1 – Future Year Growth Forecasts

The CONSULTANT will use growth forecasts available from the North Carolina State Demographer and/or Woods and Poole for the scenario planning process. The planning horizon for the long-range comprehensive plan will be 2035. The growth categories and units used in the CommunityViz model will include: single- family residential, multifamily residential, retail, office professional and recreational.

The CONSULTANT will also prepare average person per household assumptions and employee space ratio statistics for the Village study area. This information will be used to convert dwelling units to population and non-residential square feet to employees for some sections of the land use plan document.

Deliverable: Population, Dwelling Units, Non-Residential Square Feet & Employees Forecasts by general category for 2035

Task 2.3.2 – CommunityViz Model

The CONSULTANT will build a parcel-level CommunityViz model to measure and evaluate alternative growth scenarios contemplated for the study area. The model architecture and other key decisions will be determined with input from the CLIENT. General components of the model will include: carrying capacity analysis, land suitability analysis (growth and conservation focus), build out potential analysis, growth allocation analysis and reporting. The CONSULTANT will provide the CLIENT with a full copy of the model and all associated files at the end of the project for their future use (independent of the CONSULTANT). The CONSULTANT will purchase one copy of CommunityViz software for the CLIENT to run the model on their own (if desired). The CLIENT will be responsible for annual technical support renewals following adoption of the long-range comprehensive plan (if desired).

Deliverable: CommunityViz Model for the Village of Pinehurst Long-Range Comprehensive Plan (built using ArcGIS Desktop v. 10.4 & CommunityViz v. 5.1)

Task 2.3.3–Performance Measures

The CONSULTANT will prepare a list of performance measures for CommunityViz (up to ten) based on information developed under Task 1.12. The performance measures will be used to measure the impacts of competing growth scenarios contemplated for Pinehurst and evaluate their tradeoffs. The CLIENT and the Think Tank will be asked to reach consensus and prioritize performance measures for the scenario planning process. The CONSULTANT will summarize statistics for the performance measures in a set of info-graphics (up to ten).

Deliverable: Growth Scenario Report Card Summarizing Results for Up to Ten Performance Measures (made part of the new long-range comprehensive plan document)

Task 2.3.4 – Alternative Growth Scenario Testing

The CONSULTANT will prepare up to three alternative growth scenarios, with input from the CLIENT and the Think Tank, for the long-range comprehensive planning process (i.e., trend scenario plus two alternative scenarios). Each scenario will be different enough to pose real alternative choices for addressing the important planning themes identified in Task 1.12. A map, development profile chart and narrative will be used to summarize each of the three alternative growth scenarios.

Deliverable: Alternative Growth Scenario Summary Workbook

TASK 2.4: Planapalooza (Design Charrette)

The CONSULTANT will lead a five-day Planapalooza™ event for the Pinehurst Long-Range Comprehensive Plan at a location in Pinehurst, NC. The schedule will include multiple presentations, technical roundtable discussions, public input sessions and client meetings, and a study area/precedent tour. There will be multiple opportunities for the public to provide their ideas and feedback and to comment on the development alternatives proposed for the Village. The CLIENT will be responsible for securing a studio space for the CONSULTANT as well as booking spaces where larger events/workshops will take place.

Total Meetings/Calls: 10 (over a continuous five-day period)

Deliverables: Opening Presentation, Illustrative Master Plans & Renderings, Summary Notes of Technical Meetings, Closing Presentation.

Task 2.5: Client Meeting

The week following the Planapalooza, the CONSULTANT will have a call with the CLIENT to debrief on the week, receive additional feedback on the vision, and reconfirm the schedule for the next phases of work. By this time, the CONSULTANT will have worked closely with the CLIENT to confirm an outline for the Long-Range Comprehensive Plan document.

Deliverable: Meeting Notes, Plan Outline

TASK 2.6: Targeted Analysis of Existing Conditions

Following the Planapalooza™, the CONSULTANT will undertake a more targeted analysis of existing conditions related to specific issues and future goals identified by the community during the event. The CONSULTANT will work directly with the CLIENT to collect any additional data related to capital facilities assessments, residential growth patterns and housing, commercial and economic development.

Deliverable: Existing Conditions Analysis (included in the long-range comprehensive plan document)

TASK 2.7: Client Draft Long-range Range Comprehensive Plan

The CONSULTANT will prepare a long-range comprehensive plan document to summarize the planning process, background information, and future year recommendations. The document will be supported by text and tables for conveying information. General headings in the document will be confirmed with the CLIENT in Task 2.5; however, the CONSULTANT anticipates the following general headings for the document at this time: executive summary, introduction, vision and themes, public outreach, regional context, Village history, Village demographics, community character, local economy, housing and neighborhoods, natural environment, transportation, community facilities, guiding principles, conservation and growth framework, recommendations, site-specific concept studies and driving success.

The CONSULTANT will prepare and submit a Client Draft long-range comprehensive plan document to the CLIENT and the Think Tank for review. An outline for the document will be submitted to the CLIENT for approval at the completion of Task 2.5. The CLIENT review of draft material will be presented in Microsoft Word format (text only). The CLIENT will be responsible for printing and distributing copies of the document. After receiving the Client Draft Plan, the Village will have an opportunity to provide feedback and request changes that will be made before a draft goes out to the public. The CLIENT will provide one consolidated set of comments that will be integrated into the document.

Deliverable: Client Draft of the Long-Range Comprehensive Plan

First Client Review Period

PHASE 3.0: Plan Review & Adoption

TASK 3.1A: Pre-Public Draft Long-Range Comprehensive Plan

Following the First Client Review Period, the CONSULTANT will revise the Client Draft long-range comprehensive plan document developed under Task 2.7 to reflect comments or requests for revision from the CLIENT (following the Client Review Procedures). This draft of the document will be fully formatted in the final graphic design layout and incorporate all of the text, tables, maps, infographics and renderings created during the earlier phases. This draft will be made public to start the official adoption process. One electronic copy (PDF format) of the revised draft document will be delivered to the CLIENT. The CLIENT will be responsible for printing and distributing copies of the document.

Deliverable: Pre-Public Draft of the Long-Range Comprehensive Plan

Second Client Review Period

TASK 3.1B: Public Draft Long-Range Comprehensive Plan

Following the Second Client Review Period, the CONSULTANT will revise the Pre-Public Draft long-range comprehensive plan document developed under Task 3.2A to reflect comments or requests for revision from the CLIENT (following the Client Review Procedures). This draft will be made public to start the official adoption process. One electronic copy (PDF format) of the revised draft document will be delivered to the CLIENT. The CLIENT will be responsible for printing and distributing copies of the document.

Deliverable: Public Draft of the Long-Range Comprehensive Plan

Third Client Review Period

TASK 3.2: Print, Social Media Campaigns

The media campaign will continue during Phase 3.0, inviting all stakeholders to review the Public Draft Long-Range Comprehensive Plan and provide their feedback, ensuring that the plan content reflects what the community has shared with the Team during the process. The CLIENT will be responsible to reaching out to constituents and sending marketing material out to stakeholders.

Deliverables: Press release, Marketing Poster for Community Open House

TASK 3.3: Community Open House

The CONSULTANT will send two representatives to attend one public meeting or community open house to review the plan with the community. The CLIENT will organize and reconcile all feedback and edits collected during the public comment period and submit one set of revisions to the CONSULTANT for preparing the final long-range comprehensive plan document.

Total Meetings/Calls: 1

Deliverable: Open House Presentation of the Public Draft of the Plan

TASK 3.4: Client Meeting

The CONSULTANT will meet with the CLIENT to review comments, discuss the implementation plan, and discuss any other critical path items for completing and maintaining support for the Long-Range Comprehensive Plan. This meeting will take place in person in conjunction with Task 3.3.

Total Meetings/Calls: 1

TASK 3.5: Final Long-Range Comprehensive Plan

Following the Client Review Period, the CONSULTANT will revise the Public Draft comprehensive plan document developed under Task 3.2 based on requests made through formal motion by the Planning Board and Village Council during adoption hearings (see Tasks 3.6 and 3.7). The revised document will constitute the adopted *Village of Pinehurst 2035 Long-Range Comprehensive Plan*. One electronic copy (PDF format) of the final document will be delivered to the CLIENT under Task 2.7. The CLIENT will be responsible for printing and distributing copies of the document to the public.

Deliverable: Final Draft of the Long-Range Comprehensive Plan.

TASK 3.6: Present Final Long-Range Comprehensive Plan

One representative for the CONSULTANT will make a formal presentation of the Long-Range Comprehensive Plan to the Village Council and Planning & Zoning Board.

Total Meetings/Calls: 1

Deliverable: Presentation of the Final Draft of the Plan.

TASK 3.7: Plan Adoption

The CLIENT will be responsible for scheduling and noticing meetings, preparing staff reports, etc. to facilitate adoption of the Long-Range Comprehensive Plan.

The CLIENT will also be responsible for preparing all materials required to formally amend rules, policies, ordinances, regulations, etc. recommended in the long-range comprehensive plan following adoption of the document (independent of the CONSULTANT).

TASK 3.8: Client Meeting

The CONSULTANT will have a final meeting with the CLIENT to provide a digital copy of the “As Adopted” version of the 2035 Long-Range Comprehensive Plan and a copy of all of the electronic work files created in the formats requested (final plan in InDesign; text in Microsoft Word; spreadsheets in Microsoft Excel; mapping in ESRI map package/shape files; photography as high resolution jpegs). This meeting will take place via teleconference.

Total Meetings/Calls: 1

Deliverable: Project Close-Out Files

APPENDIX B.

(TO BE PROVIDED BY THE CLIENT)

BASE INFORMATION

The Consultant must receive the information listed below and any other relevant information at least two weeks prior to the Charrette to the extent possible. It is essential that this information be thorough and accurate, as it will form the basis for the Deliverables. All documents shall be provided in searchable PDF format, with text documents provided in MS Word format if available. The Consultant will create a Village of Pinehurst Client Dropbox folder as a repository for all base information.

1. **Base map and GIS information** for the study area including, but not limited to the following elements:
 - a. Existing thoroughfares (pavement and right-of-way);
 - b. Existing sidewalks, walkways and paths;
 - c. Existing water bodies, shorelines and streams;
 - d. Existing property lines;
 - e. Site boundary;
 - f. Site topography;
 - g. Existing drainage information;
 - h. Existing utility information;
 - i. Existing physical or environmental constraints;
 - j. Any other significant features both above and below the ground and water.

Base maps should be provided in both GIS and PDF format, with each element/layer saved as a separate file, and elements symbolized using color and line weight protocols to be provided by the Consultant. The Consultant should also be provided with contact information and access to the Client's GIS technician(s).

In addition, two (2) printed and rolled (not folded) base maps should be provided at a scale to be determined by the Consultant (typically 1"=200'). One copy shall contain all of the information listed above. A second copy shall contain all of the information listed above plotted on top of an aerial photograph.

2. **Aerial photographs** that depict the study area and its surroundings in plan view, preferably in color, with a graphic scale and at the highest possible resolution.
3. **Published comments**, as available, of local government officials and administrators, which relate to zoning, land use, or development issues or projects relevant to the study area or Project.
4. **Relevant site studies**, including but not limited to:
 - a. Previous zoning, land use or development related studies;
 - b. Soils maps/reports;
 - c. Topographic analysis;
 - d. Environmental studies or mitigation plans;
 - e. Traffic and parking studies;
 - f. Infrastructure studies;
 - g. Market feasibility studies for the study area and its surroundings.
 - h. Any other relevant site studies.
5. **Current long-range planning documents** including but not limited to:
 - a. Comprehensive Plans;
 - b. Future Land Use Plans;
 - c. Zoning Maps;
 - d. Any other relevant planning documents
6. **Other appropriate documentation** related to the Project, including but not limited to:
 - a. Historical timeline of growth and development;
 - b. Business composition, including major employers and emerging markets;
 - c. Economic development initiatives currently in place;
 - d. Summary of local regulations and policies that affect housing;
 - e. Composition of current housing stock;
 - f. Listing of local housing organization;
 - g. Schedule for planned investment in road improvements;

- h. Existing parking inventory;
- i. Inventory, description, and deficiencies of current public / civic spaces;
- j. Listing of all open space and trail management organizations;
- k. Map of existing and proposed trail system;
- l. Sources of point and non-point source pollution;
- m. Description of threats to water quality and quantity and existing water protection and preservation measures;
- n. Inventory of critical natural resource and scenic areas;
- o. Inventory of historic and archaeological resources;
- p. Existing policies, standards, and organizations in place to protect historic and archaeological resources;
- q. Description of any forest or agricultural resources and current steps being taken to promote local farms and woodlots;
- r. Description of issues relating to stormwater management, public water & sewer, septic tanks, utilities, emergency response, solid waste, communications, health care, municipal government, and school locations and capacity;
- s. Schedule of planning investment in facilities and service improvements;
- t. Description of fiscal issues, including tax revenue as compared to planned and needed expenditures, anticipated changes in the tax base, capacity and strategies to fund capital investments, the Client's current borrowing capacity, and opportunities for sharing with neighboring communities;
- u. List of pending development applications or other anticipated projects.

APPENDIX C.

HOURLY RATE SCHEDULE

HOURLY & DAILY RATE SCHEDULE

Where this Agreement provides for Client's payment to Consultant of compensation on an hourly basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly rate schedule:

<u>Title</u>	<u>Hourly Rates</u>
Principal	\$170
Attorney	\$200
Director	\$150
Senior Urban Designer	\$160
Admin	\$60
Graphic Designer	\$80
Illustrator	\$150
Transportation	\$110
Economist	\$125
Engineer	\$190

The hourly rates contained herein will remain constant for the duration of the project.

APPENDIX D.

FEE SCHEDULE

	Tasks Total	PHASE TOTAL
PHASE 1.0: EARLY INVESTIGATION		
TASK 0.1: General Coordination	\$9,600	
TASK 0.2: Baseline Data Exchange	\$0	
TASK 0.3: Think Tank	\$900	
TASK 1.1: Project Initiation	\$4,160	
TASK 1.2: Interdepartmental Coordination	\$600	
TASK 1.3: Site Reconnaissance & Village Tour	\$600	
TASK 1.4: Policymaker Interviews	\$2,400	
TASK 1.5: Project Branding	\$1,300	
TASK 1.6: Community Outreach & Engagement Plan	\$1,240	
TASK 1.7: Community Kick-Off	\$2,400	
TASK 1.8: Print, Social Media Campaigns	\$1,240	
TASK 1.9: Review Background Documents	\$6,680	
TASK 1.10: Existing Conditions Analysis	\$8,560	
TASK 1.11: Base Maps	\$2,600	
TASK 1.12: Visioning Sessions	\$2,400	\$44,680
PHASE 2.0: PLAN DEVELOPMENT		
TASK 2.1: Print, Social Media Campaigns	\$1,240	
TASK 2.2: Online Engagement	\$4,200	
TASK 2.3: Scenario Planning	\$22,800	
TASK 2.3.1: Future Year Growth Forecasts		
TASK 2.3.2: Community Viz Model		
TASK 2.3.3: Performance Measures		
TASK 2.3.4: Alternative Growth Scenario Testing		
TASK 2.4: Planapalooza	\$52,430	
TASK 2.5: Client Meeting	\$940	
TASK 2.6: Targeted Analysis of Existing Conditions	\$4,280	
TASK 2.7: Client Draft Comprehensive Plan	\$32,580	\$118,470
PHASE 3.0: PLAN REVIEW & ADOPTION		
TASK 3.1: Print, Social Media Campaigns	\$1,240	
TASK 3.2A: Pre-Public Draft Comprehensive Plan	\$7,400	
TASK 3.2B: Public Draft Comprehensive Plan	\$5,100	
TASK 3.3: Community Open House	\$1,200	
TASK 3.4: Client Meeting	\$900	
TASK 3.5: Final Comprehensive Plan	\$1,840	
TASK 3.6: Present Final Comprehensive Plan	\$1,200	
TASK 3.7: Plan Adoption	\$600	
TASK 3.8: Client Meeting	\$600	\$20,080
	Tasks Total	\$183,230
	EXPENSES	\$11,300
	TOTAL	\$194,530

APPENDIX E.

CLIENT MEMORANDUM OF UNDERSTANDING FOR PERFORMING SERVICES

The Client imposes certain minimum insurance and hold harmless requirements upon the Consultant as described below. In order to be considered an “eligible contractor/service provider” to complete services, the Consultant agrees to the following:

1. Consultant’s Independent Status

Consultant acknowledges that they are an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its services to the Client. The Consultant agrees that there is no joint venture, partnership, or employer/employee relationship with the Client. Neither the Consultant nor its employees or agents shall look to the Client for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits. Neither Consultant nor Client shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

2. General Provision

The Consultant agrees to comply with the specifications and our requirements of the contract and provide for the proper protection of employees and the public for any and all work performed. The Consultant agrees to comply with all applicable federal, state and local regulations and requirements pertinent to the job or service being provided.

The Consultant agrees to maintain insurance in types and amounts as noted below as applicable per state law for as long as necessary to complete any job or service.

A. Workers' Compensation: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employers' liability with a limit of \$500,000.00 for each accident, \$500,000.00 bodily injury by disease, each employee; and \$500,000.00 bodily injury by disease, policy limit.

B. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000.00 general aggregate, products/completed operations aggregate, personal and advertising liability and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage, if applicable and contractual liability. The coverage shall be written on an occurrence basis.

C. Business Auto Liability: Coverage shall have minimum limit of \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles.

D. Professional Liability – If providing professional services such as legal, architectural, engineering, accounting or other service requiring specific licensure, coverage shall have minimum limits of \$1,000,000.00 per occurrence for errors and omissions.

E. Umbrella/Excess Liability: At the option of the Consultant, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the Client and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

3. Special Requirements

A. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an “eligible contractor/service provider.” Renewal certificates shall be sent to the Client 30 days prior to any expiration date. There shall also be a 30-day notification to the Client in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Village of Pinehurst, 395 Magnolia Road, Pinehurst, NC 28374 Attn: Risk Manager. It shall be the responsibility of the Consultant to insure that all subcontractors comply with the same insurance requirements that he is required to meet.

B. E-Verify – The Consultant and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the Client. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

C. Iran Divestment Act – As of the date of this agreement, the Consultant, and all subcontractors utilized by the contractor, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4 and will not utilize any subcontractor performing work under this agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

4. Hold Harmless

The Consultant agrees to protect, defend, indemnify and hold the Client and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the Consultant. The Consultant further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

This memorandum of understanding is considered valid for any and all work completed by the Consultant during the term of this Agreement.



**CONSIDER AND APPROVE THE AUDIT CONTRACT FOR FISCAL YEAR
2018.**

ADDITIONAL AGENDA DETAILS:

FROM:

John Frye

CC:

Jeff Sanborn & Natalie Hawkins

DATE OF MEMO:

3/16/2018

MEMO DETAILS:

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

The proposed base fee for this year's audit is \$23,500. In addition to this base amount, our auditors estimate that it will take approximately 40 additional hours at their standard rate of \$150 per hour to comply with the risk assessment standards bringing the total estimated contract amount to \$29,500. This is the same cost as the previous year, as the firm has agreed to no price increase. Funding for this contract will be appropriated in the FY 2019 Budget.

As the Village's financial staff is able to complete a majority of the work in-house, we are able to maintain the audit fee at what I consider to be a very reasonable amount. Therefore, I recommend the Village Council approve the attached audit contract with Dixon Hughes Goodman in the amount of \$29,500.

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

ATTACHMENTS:

Description

□ Audit Contract FY 2018

February 26, 2018

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

We are pleased to confirm our understanding of the services we are to provide for Village of Pinehurst, (the "Village") for the year ended June 30, 2018. This attachment to item 17, "Contract to Audit Accounts" (LGC-205) is intended to further clarify certain provisions of the Contract.

AUDIT SERVICES

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Village as of and for the year ended June 30, 2018.

AUDIT OBJECTIVES

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

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

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

of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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

AUDIT PROCEDURES – GENERAL

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

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

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the Village's attorneys as part of the engagement, and they may bill the Village for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about management's responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards. Because

of the importance of management's written or verbal representations to an effective audit, management agrees to release and indemnify Dixon Hughes Goodman LLP and its personnel from any liability and costs relating to our services under this letter attributable to any knowing misrepresentations by management.

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

AUDIT PROCEDURES – INTERNAL CONTROLS

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

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

AUDIT PROCEDURES – COMPLIANCE

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

The Uniform Guidance and the *State Single Audit Implementation Act* require that we also plan and perform the audit to obtain reasonable assurance about whether the Village has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Office of Management and Budget ("OMB") Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our reports on compliance issued pursuant to Uniform Guidance and the *State Single Audit Implementation Act*.

MANAGEMENT'S RESPONSIBILITIES

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters. Management also agrees to provide us with any additional information that we may request from management for the purpose of the audit as well as unrestricted access to any person within the Village from whom we determine it necessary to obtain audit evidence.

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit Objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing

management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and the *State Single Audit Implementation Act*. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. Management also agrees to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Management's responsibilities include acknowledging to us in the written representation letter that (1) management is responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance and the *State Single Audit Implementation Act*; (2) management believes the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and the *State Single Audit Implementation Act*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

Management represents and warrants to us that management does not derive substantial or a material amount of revenue from the manufacture, sale or distribution of cannabis or related products ("Cannabis Products") or from activities which in any material manner support the manufacture, sale or distribution of Cannabis Products.

REQUIRED SUPPLEMENTARY INFORMATION

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

1. Management's Discussion and Analysis ("MD&A")
2. Law Enforcement Officers' Special Separation Allowance – Schedule of Funding Progress
3. Law Enforcement Officers' Special Separation Allowance – Schedule of Employer Contributions
4. Local Government Employees' Retirement System – Proportionate Share of Net Pension Liability
5. Local Government Employees' Retirement System – Schedule of Contributions

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

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

SUPPLEMENTARY INFORMATION

We understand that the following supplementary information other than RSI will accompany the basic financial statements:

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

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

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

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

OTHER INFORMATION

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

MANAGEMENT'S RESPONSIBILITY FOR NONATTEST SERVICES

Management agrees to assume all management responsibilities and to oversee the non-attest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. Management is responsible for designing, implementing, and maintaining internal controls.

We will provide the following non-attest services:

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

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

USE OF FINANCIAL STATEMENTS

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

AUDIT ADMINISTRATION, FEES AND OTHER

In connection with providing our professional services, we may engage the assistance of outside service providers for non-substantive services. We may share confidential information about management with these service providers, but remain committed to maintaining the confidentiality and security of the Village's information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of the Village's information. In addition, we will secure confidentiality agreements with all

service providers to maintain the confidentiality of the Village's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the Village's confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, management will be asked to provide its consent prior to the sharing of the Village's confidential information with the third-party service provider. Furthermore, we are responsible for the adequate oversight of all services provided by the third-party service provider and for ensuring that all services are performed with competence and due professional care.

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

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

John Frank is the engagement member and is responsible for supervising the engagement and signing the report of authorizing another individual to sign. We plan to begin our audit work on July 10, 2018.

Our fees for these services and any additional services are detailed in the "Contract to Audit Accounts" (LGC-205) dated February 26, 2018. This estimate is based on the assumption there will be no significant bookkeeping assistance required or significant changes in the Village's operations including (but not limited to): issuance of new debt; new construction projects; creation of new funds; new or "State Mandated" major programs required to be tested for Single Audit; or additional procedures required in response to the discovery of fraud. We will issue contract addendums for additional fees related to any bookkeeping or changes mentioned above. The additional fees will be billed at our standard hourly rates depending on the experience level of the individuals performing the work.

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

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

we are aware or have been advised of the use of or the access to, the client portal by such third party in contravention of the restrictions set forth herein.

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

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

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

Summer scheduling is very tight and travel accommodations are difficult to change, therefore, a rescheduling fee of 10% may be charged if fieldwork has to be rescheduled within 1 month of the rescheduled starting date. In the event we need to reschedule we will try to accommodate management's needs, however, due to other client commitments, we cannot guarantee a timetable that will allow us to complete the audit by the deadline stated in the Contract to Audit Accounts. Progress billings will be submitted to the North Carolina Office of the State Treasurer for approval and then mailed to management. All invoices are payable upon presentation.

Government Auditing Standards require that we provide management 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. Our 2017 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Village of Pinehurst and believe this letter accurately summarizes the significant terms of our engagement. If management has any questions, please let us know. If management agrees with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Dixon Hughes Goodman LLP

Dixon Hughes Goodman LLP

JAF/ ccg

Enclosure

ACCEPTED AND AGREED:

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

By: _____ Date: _____
Nancy Roy Fiorillo, Mayor

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

By: _____ Date: _____
John Frye, Finance Officer

Village of Pinehurst

Appendix A

The following is a list of additional items that may result in additional fees that are variable in nature and thus are not included in the audit figure presented on page 5 of the contract:

1. Any Federal or State award required to be audited as a major program for the year ended June 30, 2018, that was not audited as a major program during the three preceding fiscal years or is required to be audited due to the auditee not being considered low risk will be billed at our standard hourly rates as set forth in page 5 of the contract.
2. Prior to commencement of audit fieldwork we will provide the finance department with a detailed list of schedules required to facilitate the audit. Schedules not prepared by your personnel, for which we must then prepare, will be billed for additionally at our standard hourly rates as set forth in page 5 of the contract.
3. In addition to the fees reflected in page 5 of the contract, we will bill separately for confirmation postage, travel, report production and other reasonable out-of-pocket expenses.
4. Preparation of the Data Collection form, if applicable.
5. Preparation of your Schedule of Federal and State financial assistance, if applicable.

Report on the Firm's System of Quality Control

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Postlethwaite & Netterville

Baton Rouge, Louisiana
August 11, 2017



Peer Review Program

Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

October 26, 2017

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

Dear Ralph Snow:

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

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

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

Sincerely,

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

CC: Candace Wright, David Hinshaw

Firm Number: 900010017108

Review Number: 529335

CONTRACT TO AUDIT ACCOUNTS

Of Village of Pinehurst
Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 26th day of February, 2018,

Auditor: Dixon Hughes Goodman LLP Auditor Mailing Address: _____

1829 Eastchester Drive, High Point, North Carolina 27265

Hereinafter referred to as The Auditor

and Village Council (Governing Board(s)) of Village of Pinehurst
 (Primary Government)

and _____: hereinafter referred to as the Governmental Unit(s), agree as follows:
 (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit 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). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
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 SLGFD 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.

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he 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 their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.**

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

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 the SLGFD within four months of fiscal year end. Audit report is due on: October 31, 2018. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's 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 findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit 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 invoices shall be sent via upload through the current portal address: <https://nctreasurerslgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost 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. (Note: Fees listed on Fees page.) 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 #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD 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 the SLGFD simultaneously with the

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. 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 and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit 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 as soon as practical after the close of the fiscal year end.
12. 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 shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the 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 SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** 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 without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. 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 varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. 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 through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the 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 #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
17. Special provisions should be limited. Please list any special provisions in an attachment.
See Attached Appendix A and Engagement Letter
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <https://nctreasurerslgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. 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.**
21. 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.
22. **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.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.)

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

\$23,500 plus application of risk assessment standards at our hourly rate of \$150- \$155/ hr. compliance work for Single Audit at \$150- \$155/ hr. and additional fees for items listed in Appendix A.

AUDIT: \$

WRITING FINANCIAL STATEMENTS: \$ N/AALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 20,400

** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)

AUDIT: \$

WRITING FINANCIAL STATEMENTS: \$

ALL OTHER NON-ATTEST SERVICES: \$

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ NA

** NA if there is to be no interim billing

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

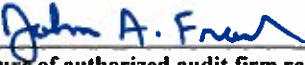
Audit Firm Signature:

Dixon Hughes Goodman LLP

Name of Audit Firm

By John A. Frank

Authorized Audit firm representative name: Type or print



Signature of authorized audit firm representative

Date February 26, 2018

John.Frank@dhgllp.com

Email Address of Audit Firm

Governmental Unit Signatures:

Village of Pinehurst

Name of Primary Government

By Nancy Roy Fiorillo

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date

**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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.

By John Frye

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

jfrye@vopnc.org

Email Address of Finance Officer

**Date Primary Government Governing Body
Approved Audit Contract - G.S. 159-34(a)**

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units If Applicable ****

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

Name of Discretely Presented Component Unit

By

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date

By

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date

**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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.

By

DPCU Finance Officer:

Type or print name

DPCU Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government's audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit 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."*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract shall not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the fees page; please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we shall compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/default.aspx select "audit fees"

Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@nctreasurer.com if you have any questions about the fees on this list.

 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. **The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a).** If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.
9. Please place the date the Primary Government's Governing Board and the DPCU's Governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the fees page.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to PDF. When submitting for approval send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report. Submit these documents using the most current submission process which can be obtained at the NC Treasurer's web site
- <https://www.nctreasurer.com/slg/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf>
13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.



**CONSIDER BUDGET AMENDMENT FOR MAGNOLIA ROAD DRAINAGE
PROJECT.**

ADDITIONAL AGENDA DETAILS:

FROM:

Jeff Batton

DATE OF MEMO:

3/16/2018

MEMO DETAILS:

As a result of the Village of Pinehurst and Pinehurst, LLC having agreed to cost share on the public drainage project along Magnolia Road, it is necessary to amend the FY 2018 budget to allocate funds for the Village's portion of the project.

The attached budget amendment for \$39,600 represents the maximum the Village has agreed to fund for the project. Pinehurst, LLC will pay an equal amount plus any cost overruns for the project.

A motion and vote to adopt the budget ordinance would be required in order to approve the amendment and allocate the funds.

Thanks.

ATTACHMENTS:

Description

- ▣ Ordinance 18-04 Budget Amendment- Magnolia Rd Drainage

ORDINANCE #18-04:

AN ORDINANCE AMENDING THE ORDINANCE APPROPRIATING FUNDS FOR OPERATIONS OF THE VILLAGE OF PINEHURST FOR FISCAL YEAR 2018, REGARDING REVENUES AND EXPENDITURES OF THE GENERAL FUND FOR THE VILLAGE OF PINEHURST, NORTH CAROLINA (MAGNOLIA ROAD DRAINAGE IMPROVEMENTS)

THAT WHEREAS, the Village Council has agreed by consensus to participate with Pinehurst, LLC in the cost of drainage improvements, in the right-of-way, along Magnolia Road in conjunction with Pinehurst, LLC's renovation of the Steam Plant; and,

WHEREAS, at the March 13, 2018 Council meeting, the Council agreed to fund up to a maximum of \$39,600 toward the estimated total cost of construction of \$79,200; and,

WHEREAS, the design and construction of the project will be managed entirely by Pinehurst, LLC and the improvements constructed in the Village's right-of-way will be dedicated to the Village upon completion; and

WHEREAS, funding to reimburse Pinehurst, LLC for the Village's portion of the project was not included in the FY 2018 Budget when it was originally adopted;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 27th day of March 2018, as follows:

SECTION 1. To amend the FY 2018 General Fund budget with regard to revenues and expenditures, the revenue and expenditure accounts are to be changed as follows:

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-20-420-7700	S&G Capital Outlay: Infrastructure	\$ 39,600	
10-00-190-3905	Fund Balance Appropriated		\$ 39,600

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

THIS ORDINANCE passed and adopted this 27th day of March 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney