NORTH CAROLINA AGREEMENT FOR LEGAL SERVICES
COUNTY OF MOORE

THIS CONTRACT is entered into between VAN CAMP, MEACHAM, & NEWMAN, PLLC (Firm) TIN #-56-2228538, and the VILLAGE OF PINEHURST (Village) TIN #56-1211319, for the provision of general legal representation. The contract period is July 1, 2015 to June 30, 2016. Michael J. Newman (Attorney), a partner in the Firm, will be the primary attorney assigned to this contract by the Firm. If Mr. Newman is not available, the Firm may assign another qualified attorney as an alternate upon the request of the Village Manager.

SECTION I; SCOPE

Attorney will provide general legal representation to the Village in the following areas of law as they pertain to municipalities, said list not to be all-inclusive:

Land Use Regulation
General Police (Ordinance making) powers
Employer-Employee relations, labor law
Environmental law
Police and Public Safety law
Financial law

In advising the Village in the aforementioned areas, Attorney will prepare for and attend all regular and special meetings of the Village Council, and all regular work sessions of the Village Council unless excused by the Village Manager, or other arrangements satisfactory to the Village are reached. Also, when necessary and if requested and approved through the office of the Village Manager, Attorney will attend work sessions and regular meetings of the Planning and Zoning Board. Also, if requested and approved through the office of the Village Manager, Attorney will prepare for and attend meetings of the Board of Adjustment and the Community Appearance Commission. Attorney will attend, either with or on behalf of the Mayor, Village Council Members, or the Village Manager, any State or County administrative or regulatory body deliberating upon issues or matters of concern to the Village of Pinehurst when requested through the Village Manager's office. Michael J. Newman will be the primary attorney assigned to this contract. If Mr. Newman is not able to attend any of the above-mentioned meetings due to illness, personal vacation, etc., the Firm shall send a qualified attorney as an alternate upon request of the Village Manager. These arrangements for an alternate attorney shall be agreed upon in advance by the Attorney and the Village Manager whenever possible.

The Attorney will also participate, when requested by the Village Council or Village Manager, in dispute resolution or settlement discussions. Attorney will review ordinances and resolutions prior to adoption, recommending changes when appropriate, and will draft ordinances, resolutions and other documents when requested through the office of the Village Manager.

The Attorney may, with the prior approval of the Village Manager, subcontract with other firms or individuals to have certain services performed for the Village, such as title searches, but the Attorney shall remain responsible to the Village for the quality and timeliness of these services. Not included within the scope of services between the Village and Attorney, nor among those services that Attorney may contract with others, are those services customarily performed by outside bond counsel.

Should outside counsel be necessary for proper representation of the Village, Attorney shall recommend at least two firms for the Village Council to choose from for such additional representation. Attorney is responsible to the Village Council for coordinating Village representation with outside counsel, and reporting on a regular basis to the Village Council the status of that particular issue and the outside legal representation.

SECTION II: RELATIONSHIP

The Attorney is not eligible for any fringe benefits or covered by the Village's Personnel Policy. The Attorney is free to act as the legal representative for any other person or entity when doing so will not create a conflict of interest with the interests of the Village of Pinehurst.

The primary contact for the Village regarding legal matters will be the Village Manager. Providing instructions and requests for service to the Attorney shall be the responsibility of the Village Manager. All correspondence of the Village Attorney to the Village Council shall be either directed to or through the Village Manager. All direction from the Village Council to the Village Attorney shall be either directed to or through the Village Manager. No investigations or claims shall be initiated by the office of the Village Attorney without prior approval of the Village Manager. The office of the Village Attorney may initiate responses to inquiries, demands or claims made against the Village, without prior approval of the Village Manager, however, the Village Manager shall be advised promptly of such claims and the responses made. It is understood by both parties that it is the desire of the Village Council that the Attorney practice law on behalf of the Village in a manner designed to be preventive in nature.

There shall be an annual review of the status of this agreement, and the desirability of the legal services being provided herein.

SECTION III; TERM

The term of this agreement shall be from July 1, 2015 to June 30, 2016. Should either party wish to terminate this agreement for any reason they may do so by giving ninety days written notice of their intention to terminate this agreement. Failure of the Village of Pinehurst to give such notice to the Firm shall entitle the Firm to one-fourth of the then applicable annual amount of compensation for the services of Attorney. Failure of the Firm to give appropriate notice to the Village as specified above shall cause the Village not to be obligated to pay any amounts due for legal or related services from and after the date of the resignation of Attorney.

SECTION IV; COMPENSATION

For the provision of legal representation, including the associated paralegal and administrative support services normally associated with legal representation, and other legal services, including the required attendance at Council and other meetings, to the Village of Pinehurst, the Firm shall be compensated in a monthly amount of $4,304.00. It is the intention of the Village and the Firm that the annual compensation amount shall cover attendance at meetings of the Village Council and various Village boards and commissions as described in SECTION I above, and for such additional meetings and consultations as may be required, estimated to be approximately thirty (30) hours per month. It is recognized that demands upon Attorney's time and skills are unpredictable, hence it is agreed that either party may call for a mutual review of the adequacy and reasonableness of the compensation at any time upon ten days written notice, and that in any event there shall be a full annual review of the services which have been performed and are anticipated with the full Village Council.

For additional services provided to the Village in cases of litigation, beyond the initial thirty (30) hours per month, as authorized through the office of the Village Manager, the Village agrees to pay the Firm the Attorney's the hourly rates described on the attached letter for such services, upon presentation to the Village of an invoice describing the services provided, the provider, the applicable hourly rate, and the amount of time spent by the provider on each particular task.

Payment for subcontracted services, WestLaw Research, Municipal Attorney's Association membership expenses, and continuing education expenses related to municipal law shall be made by the Attorney and shall be charged to the Village on the Attorney's monthly invoice.

It is understood that extraordinary services which may be required of Attorney shall be discussed if and as the occasion arises, and agreement sought on a reasonable basis of additional compensation to be paid, in light of the nature of the situation, the time to be forseeably consumed or the unusual demand to be placed upon Attorney.

It is further understood that litigation may not be unusually demanding, or reasonably require extra or special compensation; at the same time, other situations can develop that do fall in the unusual category, e.g. possibly an extensive revision of the zoning and subdivision ordinances, labor negotiation, financing, etc.. These will be discussed and agreed upon at the time they arise.

For the Village of Pinehurst

By: __________________________
Nancy Roy Fiorillo, Mayor

Attest:

____
Lauren Craig, Village Clerk

Van Camp, Meacham, & Newman, PLLC:

By: __________________________
Michael J. Newman

This instrument has been preaudited in the
Manner required by the Local Government
Budget and Fiscal Control Act

__________________________ ______
John G. Frye, Finance Officer Date

John G. Frye

From: Erica <erica@vancamplaw.com>
Sent: Monday, June 1, 2015 3:48 PM
To: John G. Frye
Cc: 'Michael Newman'
Subject: RE: Contract for Legal Services

Mr. Frye,

Mike asked that I email you back and let you know that the contract for legal services looks good and we do not believe his hourly rate has changed from last year (it is still $350/hr).

Erica L. Street, Legal Assistant for
Thomas M. Van Camp & Michael J. Newman
Telephone: (910) 420-1467
Email: erica@vancamplaw.com

From: John G. Frye [mailto:jfrye@vopnc.org]
Sent: Monday, June 01, 2015 2:59 PM
To: Michael Newman
Cc: Jeff Batton
Subject: Contract for Legal Services

Mike,

I am working on our contract for legal services with you for the upcoming fiscal year. The attached draft proposes a 2% increase in the contract amount.

If you are in agreement with these terms, send me your hourly rate letter and we will get this on an upcoming Council agenda.

Thanks,

John

John G. Frye, Financial Services Director

ORDINANCE #15-11

VILLAGE OF PINEHURST
Budget Ordinance
Fiscal Year 2015-2016

BE IT ORDAINED AND ESTABLISHED by the Village Council of Pinehurst, North Carolina, in the Regular Session assembled this 9th day of June 2015 as follows:

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of Village government and its activities for the fiscal year beginning July 1, 2015 and ending June 30, 2016, in accordance with the chart of accounts heretofore established for this Village:

OPERATING EXPENDITURES:

Governing Body	$ 224,500
Administration	1,086,880
Financial Services	607,930
Human Resources	403,690
Police	2,791,945
Fire	2,699,720
Inspections	231,685
Public Services	405,460
Streets & Grounds	1,272,040
Powell Bill	654,000
Solid Waste	1,381,200
Planning	677,670
Community Development	201,040
Recreation	1,352,900
Library	200,000
Harness Track	539,260
Fair Barn	301,420
Contingency	50,000
Debt Service	464,304
Total Operating Expenditures	$ 15,545,644

CAPITAL EXPENDITURES:

Administration	$ 33,195
Financial Services	900
Human Resources	450
Police	129,085
Fire	82,815
Inspections	25,355
Public Services	430,285
Streets & Grounds	276,190
Powell	146,000
Solid Waste	260,780
Planning	26,145
Community Development	91,000
Recreation	620,545
Harness Track	160,990
Fair Barn	65,865
Total Capital Expenditures	$ 2,349,600
TOTAL EXPENDITURES	$ 17,895,244

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016:

REVENUES:

Ad Valorem Tax Revenue	$ 9,573,000
Other Taxes and Licenses	2,826,000
Unrestricted Intergovernmental Revenue	1,959,900
Restricted Intergovernmental Revenue	505,450
Permits and Fees	544,300
Sales and Services	579,000
Assessments	29,075
Other Revenues	492,680
Investment Income	10,200
Appropriated Fund Balance	1,375,639
TOTAL REVENUES	$ 17,895,244

SECTION 3. There is hereby levied a tax at the rate of twenty-nine cents ($0.29) per one hundred dollars ($100) valuation of property as listed for taxes as of January 1, 2015, for the purpose of raising revenue in the General Fund in Section 2 of this ordinance. This rate is based on a total valuation of property for the purposes of taxation of $3,312,000,000 and an estimated collection rate of 99.9% for real and personal property and 99.0% for motor vehicles.

SECTION 4. The Village Manager is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. He may transfer amounts between line item expenditures within a department without limitation and without a report being required.

b. He may transfer amounts up to $10,000 between departments, including contingency appropriations, within the same fund. He must make an official report on such transfers at the next regular meeting of the Village Council.

c. He may not transfer any amounts between funds, except as approved by the Village Council in the Budget Ordinance as amended.

SECTION 5. The Village Manager or his designee is hereby authorized to execute the necessary agreements within funds included in the Budget Ordinance for the following purposes:

a. Purchase of apparatus, supplies, and materials where formal bids are not required by law;

b. Leases of normal and routine business equipment;

c. Construction or repair work where formal bids are not required by law;

d. Consultant, professional, or maintenance service agreements up to an anticipated contract amount of $25,000;

e. Agreements for acceptance of State and Federal grant funds; and

f. Grant agreements with public and non-profit agencies.

SECTION 6. Copies of this Budget Ordinance shall be furnished to the Village Clerk, the Village Manager, and Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 9th day of June, 2015.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By:______________________________
Nancy R. Fiorillo, Mayor

Attest:

____
Lauren M. Craig, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

1895

VILLAGE OF

PINEHURST

History, Charm, & Southern Hospitality.

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

Competent
Courteous
Professional
Responsive

THIRD AMENDMENT TO
CONTRACT BETWEEN
THE VILLAGE OF PINEHURST, NORTH CAROLINA
AND
WASTE MANAGEMENT OF CAROLINAS, INC.

THIS THIRD AMENDMENT, made this ______ day of _________, 2015, to the Contract dated February 22, 2010, as amended September 13, 2011, and further amended February 26, 2013 (collectively referred to as "the Contract") by and between the Village of Pinehurst, North Carolina (the "Village"), and Waste Management of Carolinas, Inc., a North Carolina corporation (the "Contractor").

WHEREAS, the Village and Contractor desire to extend the term of the Contract and provide for the right to further extend the term upon the mutual agreement of the parties; and

WHEREAS, the Village and Contractor desire to document the compensation to be paid to Contractor during this extended term;

NOW, THEREFORE, the Village and Contractor agree as follows:

Section 1. Defined Terms. All defined terms not otherwise defined herein shall have the same meaning ascribed to them in the Contract.

Section 2. Term. The term of this Contract is hereby extended through June 30, 2018. On or before the end of the current term, or any extended terms thereafter, this Contract may be further extended for a term of two years upon the mutual agreement of the parties expressed in writing.

Section 3. Rates for Services. Effective July 1, 2015, the current base monthly rate of $21.84 shall be adjusted in accordance with Section 10 of the Contract, using the C.P.I. published for April 2015. The rate shall be subject to further adjustments in accordance with the terms of the Contract including, but not limited to, C.P.I. adjustments which shall occur each subsequent July 1 (based on the CPI published for the preceding April).

Section 4. Approved Containers. On or before the July 1, 2017, the Village shall have the option to replace all 18-gallon plastic recycling bins, at no additional charge, with Roll Out Cart Receptacles for collection of Recyclables ("Recycling Carts"). The size of the Recycling Carts shall be either 65-gallon or 96-gallon in size, as determined by the Village at the time of the exercise, and shall be of the same material and construction as set forth in Section 1.1. of the Contract, but will be differentiated by color. The Contractor will complete the replacement of all 18-gallon recycling bins within 120 days of receipt of the Village's request.

Section 5. Option to Swap Solid Waste Containers. In the event that the Village exercises the option granted under Section 4 above, Residential Units shall have the option to choose a smaller Roll Out Cart Receptacle for collection of residential household garbage (MSW) at no additional charge. Contractor will replace the 96-gallon Roll Out Cart Receptacles used for residential household garbage (MSW) with a 65-gallon Roll Out Cart Receptacle of the same material and construction as set forth in Section 1.1 of the Contract for each Residential Unit who requests a smaller container, at any time during the remaining contract period following the Village's exercise of the option granted under Section 4 above. As consideration for Contractor's replacement of any of the 96-gallon Roll Out Receptacles as requested by the Village or a Residential Unit hereunder, the term of the Contract will be automatically extended until June 30, 2019.

Section 6. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Contract, no amendment of the terms of the Contract is intended hereby and the Contract and all its terms and conditions shall remain in full force and effect.

Section 7. Entirety. This Amendment is hereby incorporated into the Contract and together therewith they contain the entire Contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this ______ day of ___________________, 2015.

VILLAGE OF PINEHURST

By:______________________________
Name:____________________________
Title:____________________________

ATTEST:

By:__________________________
Name:_________________________
Title:_________________________

WASTE MANAGEMENT OF CAROLINAS, INC.

By:_____________________________
Name:___________________________
Title:___________________________

ATTEST:

By:____________________________
Name:__________________________
Title:__________________________

PLANNING AND INSPECTIONS DEPARTMENT

To: Mayor Fiorillo and Village Council

From: Kevin B. Reed, Director of Planning and Inspections

Cc: Jeff Batton, Interim Village Manager
Lauren Craig, Village Clerk
Bruce Gould, Principal Planner

Date: June 4, 2015

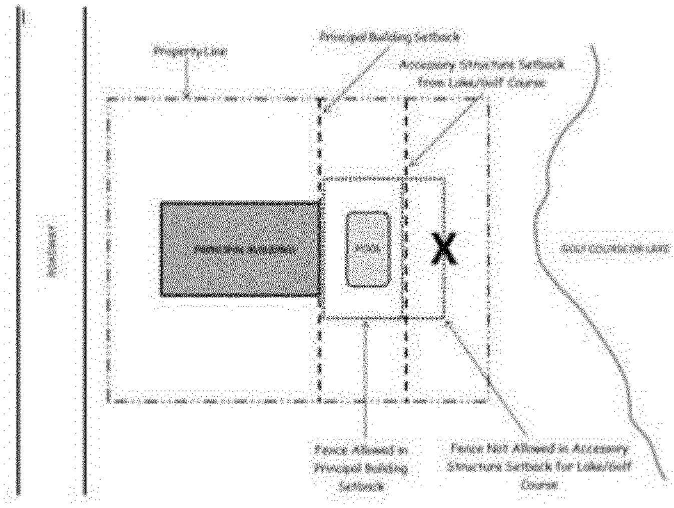
Subject: **Discussion regarding the Pinehurst Development Ordinance and the regulations on above-ground swimming pools**

Council Member Clark Campbell requested that staff discuss with the Village Council the current regulations in the Pinehurst Development Ordinance (PDO) as they pertain to above ground swimming pools. The current regulations in the PDO for all types of swimming pools are found in Section 8.6, "Special Requirements (SR) to the Table of Permitted and Special Uses and Special Requirements", and are as follows:

SR-105 Swimming Pools and Spas/Hot tubs

(1) Above ground swimming pools are prohibited. Above ground pools shall include any above ground pool device that uses or is designed to use a filtration system or have any linear dimension or diameter greater than 6 feet.

(2) In residential zoning districts, all swimming pools shall be constructed only within the building envelope setbacks for accessory structures in the rear or side yard. Required fences for swimming pools located on golf courses or adjoining lakes may be located within the principal building setback but shall not be fenced in the accessory building or structure setback from lakefront or golf course indicated in Section 9.2a Table of Dimensional requirements;



(3) All building construction related to swimming pools (bath houses) shall be set back as provided in Subsection (2) above. Walks may extend no more than four (4) feet into building setbacks for accessory structures;

(4) Hot tub/spas shall be setback as provided in Subsection 2 above.

(5) Any pool water, structure, or chamber shall be treated, altered, or maintained so as to prevent the development of unsanitary conditions. Pools under construction or which are no longer being operated shall be maintained in a manner so as to prevent the development of unsanitary conditions, potential injury, or possible drowning. All pool enclosure fencing shall be completed at the time the pool is allowed to contain water.

In summary, the current regulations in the PDO prohibit above ground pools and above ground pools are defined as any above ground pool device that uses or is designed to use a filtration system or has any linear dimension or diameter greater than 6 feet. The result of the requirements in the PDO is that the only type of above ground pool that is permitted would be a true "kiddie pool".

Prior to the adoption of the current PDO in October 2014, the previous PDO contained different regulations for pools. The previous regulations in the PDO for all types of swimming pools were found in Section 10.2.1.3, "Special Requirements to the Table of Permitted and Special Uses", and were as follows:

SR-18. Accessory Uses and Structures, Fences

18(c) Swimming Pools and Spas

(1) Above ground pools are prohibited. Above ground pools shall include any above ground pool device that uses or is designed to use a filtration system;

(2) *In residential zoning districts, all swimming pools shall be constructed only within the building envelope setbacks for accessory structures in the rear or side yard. Swimming pools located on golf courses or adjoining lakes shall be fenced in the building envelope only;*

(3) *All building construction related to swimming pools (bath houses) shall be set back as provided in Subsection (2) above. Walks may extend no more than four (4) feet into building setbacks;*

(4) *Outdoor spas, up to 64 square feet may be installed within ten (10) feet of the principal structure either in the ground or on porches, or decks, which must be an integral part of the permanent structures;*

(5) *(Reserved)*

(6) *At the end of the swimming season, the pool water, structure, or chamber shall be treated, altered, or maintained so as to prevent the development of unsanitary conditions. Pools under construction or which are no longer being operated shall be maintained in a manner so as to prevent the development of unsanitary conditions, potential injury, or possible drowning. All pool enclosures shall be completed at the time the pool is allowed to contain water.*

In summary, the previous regulations in the PDO prohibited above ground pools and an above ground pools were defined as any above ground pool device that uses or is designed to use a filtration system. There were no dimensional limitations for an above ground pool provided it did not contain a filtration system.

Staff would also like to note to the Council that the 2012 NC Residential Code for One and Two-Family Dwellings (NCRC) contains regulations for above ground pools, specifically in Appendix G of the Code. The 2012 NCRC defines and regulates "any structure intended for swimming or recreational bathing that contains water over 24 inches in depth". Staff mentions this because above ground pools that meet this definition must have barrier requirements as set forth in Section AG105 of Appendix G. In addition, above ground pools must conform to Section AG103 of Appendix G. This section pertains to how above ground pools must be designed and constructed.

Staff looks forward to discussing this issue with the Village Council at its June 9 meeting. Please let me know if you have any questions or concerns regarding the foregoing information.

KBR

TASK ORDER NO. 22

This **TASK ORDER NO. 22** is a supplement to the **MASTER SERVICES AGREEMENT** between The Village of Pinehurst, North Carolina, (the "Owner") and McGill Associates, P.A. (the "Engineer") dated August 16, 2007. The purpose of Task Order No. 22 (the "Task Order") is to authorize the Engineer, (including subcontractors and/or subconsultants employed and duly authorized by the Engineer to act on the Engineer's behalf), to provide services generally described as:

On-Call Engineering Assistance

The project generally consists of engineering assistance on various projects on an as-needed basis as further described in Article 1 of this agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer shall provide all professional engineering services (the "Services") to the Owner on an "on-call" basis. Requests for services may be provided by the Village's Infrastructure Superintendent and/or Planning Director, but final direction on services shall be provided by the Village Manager or Assistant Village Manager.

Specific tasks may include but are not limited to:

1. Engineering, bidding, and construction phase assistance with Village-funded street resurfacing and drainage projects.

2. Review of design plans, specifications, and calculations completed by other engineers for projects located within the Village's jurisdiction to confirm compliance with Village engineering standards.

3. Assistance with issues or problems that arise on construction projects occurring within the Village's jurisdiction as necessary.

4. Consultation with Village staff on other matters as necessary requiring engineering assistance.

ARTICLE 2. COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 22 on an hourly basis in accordance with the Basic Fee Schedule dated August 2013 (attached hereto as Exhibit A).

ARTICLE 3. MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

The term of this Task Order No. 22 shall be from July 1, 2015 through June 30, 2016.

IN WITNESS WHEREOF, the parties execute below this Task Order No. 22 in duplicate originals:

EXECUTED this ________ day of __________________, 2015

McGill Associates, P.A.

Michael S. Apke

Michael S. Apke, P.E.
Pinehurst Office Manager

Village of Pinehurst

____
Nancy Roy Fiorillo, Mayor
Village of Pinehurst, North Carolina

McGill ASSOCIATES
ENGINEERING • PLANNING • FINANCE

BASIC FEE SCHEDULE

August 2013

PROFESSIONAL FEES	Hourly Rate
Firm Principal	$180.00
Program Services Manager I	$140.00
Program Services Manager II	$155.00
Senior Project Manager I	$155.00
Senior Project Manager II	$165.00
Project Manager I	$130.00
Project Manager II	$140.00
Project Engineer I	$100.00
Project Engineer II	$110.00
Project Engineer III	$120.00
Engineering Associate I	$ 80.00
Engineering Associate II	$ 85.00
Engineering Technician I	$ 75.00
Engineering Technician II	$ 85.00
Engineering Technician III	$ 95.00
Electrical Engineer I	$100.00
Electrical Engineer II	$110.00
Electrical Engineer III	$120.00
Electrical Engineering Associate I	$ 80.00
Electrical Engineering Associate II	$ 85.00
Electrical Engineering Technician I	$ 75.00
Electrical Engineering Technician II	$ 85.00
Electrical Engineering Technician III	$ 95.00
CADD Operator I	$ 70.00
CADD Operator II	$ 75.00
CADD Operator III	$ 80.00
Construction Services Manager I	$110.00
Construction Services Manager II	$120.00
Construction Administrator I	$ 85.00
Construction Administrator II	$ 95.00
Construction Administrator III	$105.00
Construction Field Representative I	$ 70.00
Construction Field Representative II	$ 75.00
Construction Field Representative III	$ 80.00

Engineering • Planning • Finance
McGill Associates, P.A. • 5 Regional Circle, Suite A, Pinehurst, North Carolina 28374
Phone: 910-295-3159 • Fax: 910-295-3647

Planner I	$ 85.00
Planner II	$ 95.00
Planner III	$105.00
Surveyor I	$ 85.00
Surveyor II	$ 95.00
Surveying Associate I	$ 70.00
Surveying Associate II	$ 75.00
Survey Technician I	$ 55.00
Survey Technician II	$ 60.00
Survey Technician III	$ 65.00
Administrative Assistant (I-III)	$ 60.00
Accounting Assistant (I-II)	$ 75.00

1. **EXPENSES**

   a. Mileage - $0.65/mile
   b. Robotics/GPS Equipment - $25/hr.
   c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES** -

   a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

Engineering • Planning • Finance
McGill Associates, P.A. • 5 Regional Circle, Suite A, Pinehurst, North Carolina 28374
Phone: 910-295-3159 • Fax: 910-295-3647

2015

BIRDIE Recommendation: Harness Track Financial Sustainability

Village Council Meeting

Assembly Hall

6/9/2015

Process of Evaluation

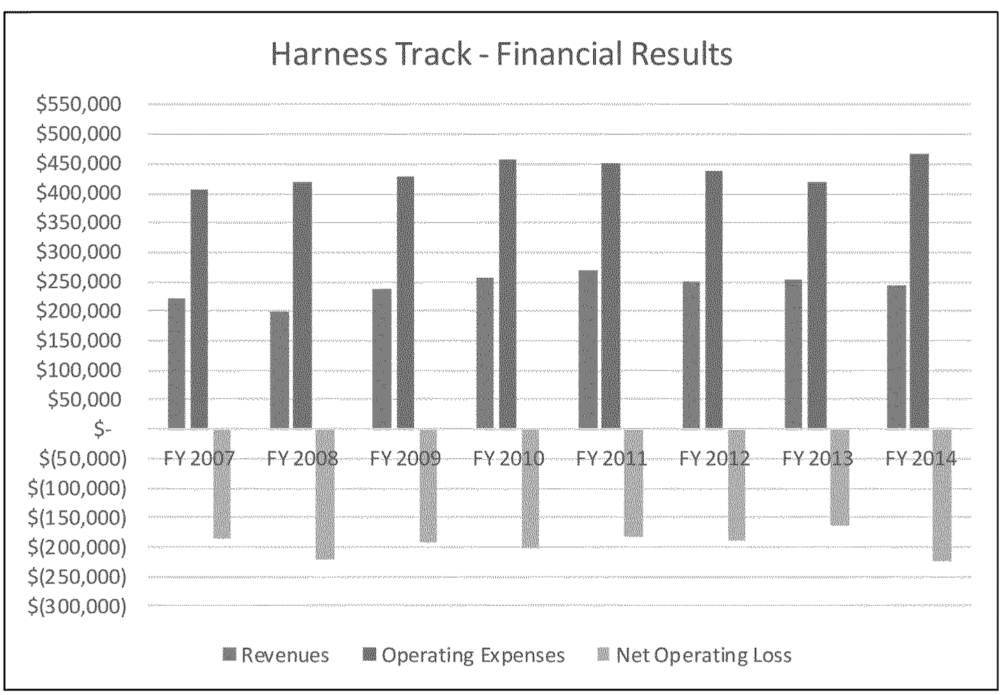
The project objective for this BIRDIE process was to determine if the Village could reduce the percentage of operating losses at the Harness Track, and how to make the facility financially sustainable. This study was related to the Village's strategic objective of Maintaining a Strong Financial Condition and Council's goal to Manage Operating Costs.

The BIRDIE team was comprised of the following members:

- Nancy Fiorillo, Village Mayor
- Ray Skellington, Harness Track
- Kay Whitlock, Show Promoter/Viewpoint Enterprises
- Garth Henry, Driving & Training Club President
- John Frye, Finance
- Angie Kantor, Human Resources
- Mark Wagner, Parks & Recreation

The Harness Track is a 111 acre horse training facility with a one mile track, a half-mile track, a five-eighths mile track, 17 barns, a tack shop, track restaurant, and other maintenance and office buildings on site. Standardbred training takes place from October 15th to May 1st, followed by various horse shows and other events in spring and late summer. A portion of the track property is also a contributing factor to the site's listing on the National Register of Historic Places.

One of the first things the team did was review the operations and finances of the track. From Fiscal Year 2007 through FY 2014, the average revenues at the track were $241,338 while expenses averaged $436,184. This resulted in an average net loss of ($194,846) over this timeframe.



As stated above, the purpose of this study was to determine where the Village could reduce those operating losses and become more financially sustainable.

Conclusions

After evaluating all of the information gathered in the report that follows, the BIRDIE team has determined that the Village should be able reduce the percentage of operating losses at the Harness Track. This can be accomplished in the following manner:

- Adjustments to the Fees & Charges policy to increase revenues
- Operating expenditure reductions in the Harness Track budget
- Cost allocation corrections

By making adjustments to the Fees & Charges policy as recommended, this should result in an initial increase in revenues of $26,800 in FY 2016. An adjustment of 3% annually is also being recommended for stall rentals which would result in additional revenues of $53,500 by FY 2020.

The proposed operating expenditure reductions identified over the next five year planning cycle total $37,100. Some of these are expenditures for a one time purchase or project, but it is anticipated that approximately $30,000 in recurring savings can be found annually by FY 2020 if the recommended reductions are made.

The cost allocation corrections are related to work performed by the Harness Track staff as they maintain the grounds of the Fair Barn. We would seek to more accurately track actual costs for the work performed and allocate those costs to the Fair Barn budget instead of having them charged to the Harness Track budget.

Findings

The BIRDIE team has performed a comprehensive review of the Harness Track's operations. As part of this analysis, we looked at a number of different areas including revenues and expenses, the economic impact of facility to the area, staffing, while also reviewing the 2010 HT Business Model Review that was done by a previous committee.

While working through the BIRDIE process, the group ended up focusing on three primary considerations that would have the most significant impact: Revenue Analysis; Expenditure Reductions; and Cost Allocation Corrections.

Revenue Analysis

At the Harness Track, the largest source of revenue comes from stall rental income during the Standardbred training season. This includes full season and monthly stall rentals, grooms quarter rentals, and fees for cleaning out stalls. In FY 2015, the total revenue was $204,930 from stall rentals. These totals are based on the fees charged as shown below according to the current Fees & Charges schedule:

Village of Pinehurst
Harness Track Stall Revenue Analysis by Fee Type
FY 2015

Fees	Rate	Units	Total Revenue
Full Season Stall Rental	$ 825.00	236	$ 194,700
Monthly Stall Rental	300.00	2	600
Grooms Qtr Improved	100.00	84	8,400
Occupant	30.00	5	150
Grooms Qtrs Prorate	3.00	50	150
Stall Clean out	6.00	28	168
Revenue			204,168
Interest on O/S Balance	1.50%		762
	Total Revenue		$ 204,930

The above fees have been in effect since 2013 without an increase as we have attempted to keep rates the same while improving the facility. This has been the case even though the lease agreement does allow the Village to increase stall rent annually according to the Consumer Price Index (CPI).

We also looked at yearly adjustments to the full season stall rental rate in the amount of 3% and felt these should be considered to keep up with inflation and operating costs. The monthly stall rate is currently $300 per month which was last updated in FY 2011. There have been less rentals on a monthly basis since that rate was established with the track's desire to have mostly season stall rentals. Our team felt this was still the direction we should be taking and that is reflected in the recommendations below.

The consensus was to propose a rate increase to bring in additional revenue based on the number of stalls and grooms quarters rented each season. By increasing fees, revenues are projected to increase by $26,800 in FY 2016. With a 3% annual increase to stall rental rates for Full Season and Monthly thereafter, based on current capacity this would result in an estimated $53,500 in additional revenues by the end of FY 2020.

During the past few years without an increase in rates, staff at the track has focused on facility improvements. These include rebuilding the training track surfaces by adding clay and renovating barn interiors to provide the trainers with a much better facility to train at in the winter months.

The last area of focus related to training revenues dealt with the grooms quarters where some of the staff hired by the trainers live during the season. The team was able to take a walking tour of the facility and see all of the barns that have rooms for rent and where they are located. The rooms are basic living quarters and of minimal quality.

Currently these rooms rent for $100 per month and last year brought in approximately $8,400 in revenue. In comparison, the cost to heat these rooms with propane gas last year was over $16,000. As you can see, we are not covering our expenses for gas heat alone in the groom quarters. This will be addressed later in the expenditure discussion but the committee felt it was certainly reasonable to see an increase in what is charged to stay in the rooms during the training season to help offset this cost.

When discussing revenues, the group also considered a sliding scale for stall rent based on the number of horses a trainer had, early payment discounts, and fees related to horse shows and other events. The team determined our other fees charged were mostly in line, but that we could potentially increase the fee for RV Parking/Hookups if improvements are made at the barns to the electrical service to allow for Recreation Vehicles to plug in at the barns.

There was also discussion about extending the season for horse shows through the month of October. However, it was determined that the last two weeks of the month would not likely lead to more shows being booked as those dates are generally reserved for championships elsewhere, so additional revenues would not be likely from making that change at this time.

Expenditures

The next area of focus was on expenditure reductions and where the Village could potentially cut our direct costs as a way to reduce the operating loss. We also looked at our operations to determine what are the essential functions at the track in order to be able to manage the facility while also provide a high level of customer service to our users.

When looking at our expenditures, a lot of the initial discussion was focused on the groom quarters and the cost to heat them in the winter months. As mentioned previously, we spend approximately $16,000 per year on propane gas to heat the rooms. There have always been issues with windows and doors left open while the heat is running which we have limited ability to control. There was also a discussion about the safety of having the gas-fired heating units themselves inside the barns and how comfortable we were with that.

The team considered quite a few options in regards to the grooms quarters including not allowing grooms to stay on the grounds, charging utility costs to the trainers and switching to a different source of heat. Garth Henry polled the trainers and it was determined that not allowing them to stay on the grounds would not be an option and likely lead to trainers not bringing horses to train in Pinehurst. When exploring the option of charging utility costs to the trainers, that is something that would be difficult to do. This is because we often have multiple trainers in a single barn, and we also have multiple grooms staying in certain barns, not all of whom even work for the trainer with horses in that barn.

Ultimately, the team felt the best way to handle this was to change the way we heat the barns. We received multiple quotes to change out the propane heating system with electrical base board heat. This would require a capital investment of $16,800 to install the heaters and upgrade the electrical service in some barns. Essentially, for one year of what we've been paying for propane gas, we can change to the electric base board heat for all the rooms.

We anticipate this change will save the Village an estimated $5,000-7,000 per year in utility costs, which means we would pay for the investment in less than three years.

Including the savings in utilities from the propane gas project, staff identified additional line item adjustments that could be made over the next four fiscal years in the Harness Track budget that will ultimately reduce expenditures by $37,100. These reductions are as follows and the fiscal year the reduction can take place:

- $5,000 LP gas savings from heating improvements FY 2016
- $12,000 1 mile track clay improvements FY 2016
- $4,000 Tap fee ½ mile track water FY 2016 *
- $1,100 Pine straw spread in house vs. contractor FY 2016
- $3,000 Advertising reduction – 100th Anniversary FY 2017 *
- $2,000 Survey 1 mile track FY 2017 *
- $10,000 Building materials for barn renovations FY 2020

**Indicates a one time savings*

Cost to Allocation Corrections

This is an adjustment related to maintenance of the grounds at the Fair Barn that is currently being handled by the staff at the Harness Track. These expenditures are being borne by the Harness Track and we would now more accurately track the actual costs for the work performed and allocate them to the Fair Barn budget instead.

Other Considerations

The committee looked at a number of other areas as part of the review of the operations and finances of the track. The perspective of all stakeholders in the track and its operation were considered including revisiting the 2010 Harness Track Business Model Review that was undertaken by a previous committee. We also looked at the current staffing levels for the facility and reviewed various scenarios to determine whether that was appropriate. There was some discussion regarding shifting a staff member in the off season to another department or division when the horses are not on the grounds. However, the workload at this time prevents that from being feasible, but it should continue to be monitored in subsequent years.

In looking at the operations of the facility, the committee felt there could be a reduction made to the size of the fleet at the track and that one of the trucks could be reallocated to another department. Staff has used the tractor and conditioners more on the tracks this year which should enable the truck to be freed up which will save on fuel and maintenance costs.

With the increased use of the tractor and conditioner to groom the training surfaces, this does present a need for a capital expenditure to replace the existing tractor as it is not strong enough or designed to pull the size conditioner that is needed to maintain the tracks. The proposed FY 2016 budget includes an 85 HP tractor and conditioner for the track that will be used to maintain the tracks and is sized properly to meet all of the facility's needs.

Discussion was also held in regards to the economic impact the facility has on the area and what it brings to the community. Garth Henry put together a survey of the trainers to show how much they spend on lodging, food, supplies, veterinarians, etc. while they are here during the training season. It's estimated that the trainers spend approximately $1.5 million in the local economy each year while they are in Pinehurst and Moore County.

The committee also explored other uses for the track facility including the many events that are held on the grounds such as the 4th of July Fireworks, Concours d' Elegance, Relay for Life, etc. We all felt that there were opportunities to host more events on the site and that these should be explored as they become available. The track could and should be considered in some ways more like a park type setting and a venue that can be used for many more things when the horses are not in training. It is a popular location for residents to walk, jog, walking the dogs, hit golf balls, etc. We also host soccer and lacrosse practices at the facility as well as some cross country meets/practices for local high schools.

As was the case in the 2010 Business Model Review, the committee did briefly discuss the feasibility of closing the facility and maintaining the property for open space or a museum. While this might reduce annual losses we would still need to maintain the barns and grounds. This idea was unanimously rejected since it is not consistent with the intent of why the Village purchased the track in the first place. This would certainly not be in keeping with equestrian history we've been celebrating this year as we've marked the 100th year anniversary of the Harness Track.

Recommendations

The BIRDIE team unanimously recommends the following for Council consideration:

1. Increase Fees & Charges Schedule for FY 2016 to raise revenues at the Harness Track:
    a. Full Season Stall Rental from $825 to $900
    b. Monthly Stall Rental from $300 to $400
    c. Grooms Qtr. Rental from $100 to $200
    d. Occupant Rental from $30 to $60
    e. Grooms Qtr. Prorate from $3 to $7
    f. Stall Clean out from $6 to $10
    g. Oversized Vehicle (RV) Parking from $20 to $35
2. Purchase 85HP Tractor & Conditioner to maintain training tracks per FY 2016 budget request.
3. Replace existing propane gas heating systems in barns with electric base board heaters and upgrade electrical service accordingly.
4. Reduce operating expenditures as specified in the report and maintain those reductions in subsequent budget requests.

RESOLUTION #15-22:

A RESOLUTION ADOPTING THE BICYCLE MASTER PLAN FOR THE VILLAGE OF PINEHURST.

WHEREAS, the Village of Pinehurst's mission is to promote, enhance and sustain the quality of life for residents, businesses and visitors; and

WHEREAS, riding bicycles is both a recreational activity and mode of transportation that supports the mission of the Village of Pinehurst; and

WHEREAS, the Village of Pinehurst was successful in acquiring a grant to fund the majority of the development of the Bicycle Master Plan from the North Carolina Department of Transportation; and

WHEREAS, the Village of Pinehurst established a Bicycle and Pedestrian Master Plan Steering Committee and contracted with McGill Associates Engineers to develop the Village's Comprehensive Bicycle Plan; and

WHEREAS, the North Carolina Department of Transportation and the Pinehurst Village Council have reviewed and provided suggestions and upon review of the final draft have reached consensus that the master plan sufficiently meets the desired outcome.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 9th day of June, 2015, as follows:

SECTION 1. That the Village of Pinehurst hereby adopts the Bicycle Master Plan for use throughout the Village of Pinehurst.

THIS RESOLUTION passed and adopted this 9^{th} day of June, 2015.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
Nancy Roy Fiorillo, Mayor

Attest:

____
Lauren M. Craig, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney

RESOLUTION #15-23:

A RESOLUTION ADOPTING THE PEDESTRIAN MASTER PLAN FOR THE VILLAGE OF PINEHURST.

WHEREAS, the Village of Pinehurst's mission is to promote, enhance and sustain the quality of life for residents, businesses and visitors; and

WHEREAS, pedestrian facilities are used for recreation and as an alternate mode of transportation that supports the mission of the Village of Pinehurst; and

WHEREAS, the Village of Pinehurst established a Bicycle and Pedestrian Master Plan Steering Committee and contracted with McGill Associates Engineers to develop the Village's Comprehensive Pedestrian Plan; and

WHEREAS, at the Village Council regular meeting on February 10, 2015, McGill and Associates presented the initial draft of the Pedestrian Master Plan; and

WHEREAS, the Pinehurst Village Council has reviewed and provided suggestions and upon the review of the final draft has reached consensus on the master plan.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Pinehurst, North Carolina, in the regular meeting assembled this 9th day of June, 2015, as follows:

SECTION 1. That the Village of Pinehurst hereby adopts the Pedestrian Master Plan for use throughout the Village of Pinehurst and that this document shall supersede and replace the Village's Greenway Plan.

THIS RESOLUTION passed and adopted this 9^{th} day of June, 2015.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: ______________________________
Nancy Roy Fiorillo, Mayor

Attest:

____
Lauren M. Craig, Village Clerk

Approved as to Form:

____
Michael J. Newman, Village Attorney