



**VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF JUNE 4, 2024
ASSEMBLY HALL**

**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. Budget Amendments Report

End of Consent Agenda.

5. Discuss and Consider Resolution 24-24 Appointment of Ms. Cara Mathis as Beautification Committee Chair
6. Comments from Attendees.
7. Discuss and Consider Solid Waste Contract with Lofton Garbage Services for FY25
8. Discuss and Consider Ordinance 24-11 Adopting the FY 2025 Budget
 Ordinance #24-11 adopting the Village of Pinehurst FY 2025 Budget is hereby presented for your review and approval. This ordinance is based on the budget that was updated by Village Council at the budget work session on May 20, 2024 and presented for the public hearing on May 28, 2024. No further changes have been made since then.
9. Other Business.
10. Motion to Adjourn.

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

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

Values: Service, Initiative, Teamwork, and Improvement.



**BUDGET AMENDMENTS REPORT
ADDITIONAL AGENDA DETAILS:**

FROM:

Dana Van Nostrand

CC:

Village Managers

DATE OF MEMO:

5/28/2024

MEMO DETAILS:

One interdepartmental budget amendment less than \$25,000 was approved to rebalance utility budgets between departments based on actual costs to date. Attached is the required report to Council.

ATTACHMENTS:

Description

▣ Budget Amendment Report



**VILLAGE OF PINEHURST
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER
FOR THE PERIOD MAY 14 - MAY 28, 2024**

Under Village of Pinehurst Ordinance #23-14, the Village Council grants the Budget Officer (the Village Manager) the ability to transfer appropriations under specific conditions. These conditions allow transfers between departments (including contingency) of the same fund to increase an appropriation up to \$25,000 in a single budget amendment for the FY 2024 Budget. The Budget Officer may not transfer monies between funds at any time.

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

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

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>APPROVED DATE</u>
1	Rebalance Utilities budgets between departments based on actual costs to date:			5/23/2024
10-10-310-6400	Utilities - Police		\$ 1,000	
10-10-320-6400	Utilities - Fire		2,000	
10-20-410-6400	Utilities - Public Services	\$ 1,000		
10-20-420-6400	Utilities - Streets & Grounds		3,000	
10-80-610-6400	Utilities - Recreation		1,000	
10-80-620-6400	Utilities - Harness Track	8,000		
10-80-640-6400	Utilities - Fair Barn		2,000	
		<u>\$ 9,000</u>	<u>\$ 9,000</u>	



**DISCUSS AND CONSIDER RESOLUTION 24-24 APPOINTMENT OF MS.
CARA MATHIS AS BEAUTIFICATION COMMITTEE CHAIR
ADDITIONAL AGENDA DETAILS:**

FROM:

Jeff Batton

CC:

Carlton Cole

DATE OF MEMO:

5/28/2024

MEMO DETAILS:

The current Beautification Committee chairmanship ends on June 30, 2024. Janet Farrell has served as Chair very effectively but her two year term is now complete. Janet plans to remain on the committee. The Beautification Committee would like to nominate Cara Mathis as the next Chairperson. Cara is a current member of the committee and is familiar with its operations.

This appointment as Chair would run from July 1, 2024 to June 30, 2026. Should Council wish to appoint Cara as Chair, a resolution (attached) will need to be adopted.

Thanks.

ATTACHMENTS:

Description

□ Resolution #24-24

RESOLUTION #24-24:

**A RESOLUTION APPOINTING A CHAIR TO THE
VILLAGE OF PINEHURST BEAUTIFICATION COMMITTEE.**

WHEREAS, the Village of Pinehurst established the Village of Pinehurst Beautification Committee by Resolution #10-35 on November 16, 2010; and

WHEREAS, Village Council adopted Resolution #17-24 on September 12, 2017 amending the Beautification Committee; and

WHEREAS, the term of Ms. Janet Farrell expires on June 30, 2024; and

WHEREAS, there is a need to appoint a new Chair for the Beautification Committee; and

WHEREAS, Ms. Cara Mathis and the Village Council of Pinehurst are desirous of her serving as the Chair of the Beautification Committee.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina in a regular meeting assembled this 4th day of June, 2024, as follows:

SECTION 1. That the following appointment is hereby made to the Village of Pinehurst Beautification Committee for the term indicated:

Ms. Cara Mathis shall be appointed as Chair of the Pinehurst Beautification Committee effective July 1, 2024, said term expiring on June 30, 2026.

SECTION 2. That the appointee shall continue serving until a replacement is appointed and qualified.

THIS RESOLUTION passed and adopted this 4th day of June, 2024.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney



**DISCUSS AND CONSIDER SOLID WASTE CONTRACT WITH LOFTON
GARBAGE SERVICES FOR FY25
ADDITIONAL AGENDA DETAILS:**

FROM:

Mike Apke, PE, Public Services and Engineering Director

DATE OF MEMO:

5/28/2024

MEMO DETAILS:

This item is to consider renewing a contract for solid waste collection services within CCNC for FY25. Lofton Garbage Service is one (1) of two (2) providers of service within CCNC; however, the estimated value of the second provider's contract (Becky's Rubbish) is well under the Village Manager's threshold for execution.

The proposed Lofton Garbage Service contract renewal is for 12 months beginning on July 1, 2024 and extending through June 30, 2025. It includes a CPI adjusted rate increase for FY25 of 5.3%. The value of Lofton's contract is estimated to be approximately \$135,000 with the actual amount being based on the total number of residences served during the contract period. As a comparison, the value of the Becky's Rubbish contract is estimated to be approximately \$25,000.

We have reached out to the solid waste representative for the CCNC HOA, who expressed that the community is very satisfied with both Lofton Garbage Service and Becky's Rubbish, and expressed no concerns with renewing both contracts for FY25.

In order to continue services with Lofton Garbage Service, Council would need to adopt a motion authorizing the Mayor or his designee to execute the contract renewal.

ATTACHMENTS:

Description

- ☐ Lofton Garbage Services Contract - FY25

LOFTON SANITATION CONTRACT for CCNC

STATE OF NORTH CAROLINA

COUNTY OF MOORE

THIS CONTRACT, made and entered into this **1st** day of **July, A. D. 2024** by and between **Lofton Garbage Service** of the County of Moore, State of North Carolina, Party of the First Part (hereinafter sometimes referred to as "Contractor"); and the **VILLAGE OF PINEHURST**, a duly chartered municipal corporation and body corporate and politic of the County of Moore, State of North Carolina, Party of the Second Part (hereinafter sometimes referred to as "the Village");

W I T N E S S E T H:

THAT WHEREAS, the Contractor is engaged in the business of collecting household trash, recycling, and yard debris, as an independent Contractor; and

WHEREAS, the Village has the responsibility for the collection and removal of such household trash, recycling, and yard debris within the Village of Pinehurst, as a part of its governmental functions; and

WHEREAS, the Village does not wish to collect and remove household trash, recycling, and yard debris within the area known as the Country Club of North Carolina, at the present time, and the Contractor does now and wishes to continue to provide such service in the aforementioned area, and it has been determined by the Village Council of the Village of Pinehurst that it would be in the best interest of the Village and its citizens and residents to enter into this agreement with the Contractor for the purpose of engaging his/her services for a period of one (1) year.

NOW, THEREFORE, for and in consideration of the charges, and the terms, covenants, promises and conditions hereinafter set forth, the Village engages the services of the Contractor for the purpose of collecting household trash, recycling, and yard debris from residential property, and the Contractor agrees to perform said services in the Country Club of North Carolina, Pinehurst, North Carolina, in accordance with this contract.

The terms, covenants, promises and conditions of this agreement and contract are as follows:

1. The term of this contract shall be for a period of one (1) year from **July 1, 2024** through **June 30, 2025**, unless sooner terminated as hereinafter provided or for good cause.
2. The Village covenants and agrees with the Contractor that the Contractor will collect household trash, recycling, and yard debris, each one time per week, from residential properties, at a location adjacent to the house, in the Country Club of North Carolina. If the frequency of collection is altered by the Village during the term of the contract, whether increased or decreased, the contract may be re-negotiated by the parties.
3. The Village covenants and agrees with the Contractor that the Village will pay to the Contractor for the collections listed in #2 above, which may be amended during the year as new homes are constructed, added or deleted.

LOFTON SANITATION CONTRACT for CCNC

Residences listed as “Full” or “Rental” = \$29.00 per month for collection of household trash, recycling, and yard debris.

Residences listed as “Partial” = \$21.65 per month for collection of household trash, recycling, and yard debris.

Scale tipping fees for household trash are included with “Full”, “Rental”, and “Partial” rates.

Fuel Surcharge: Fuel surcharge will be established quarterly on July 1, 2024, October 1, 2024, January 1, 2025, and April 1, 2025, based on the price of fuel at the Speedway Station located on Highway #5 and paid in accordance with the chart below.

Fuel Price Range	Adjustment Per Home
Up to \$2.749	\$0.00
\$2.75 - \$3.249	\$.25
\$3.25 - \$ 3.499	\$.50
\$3.50 – \$3.749	\$.75
\$3.75 +	\$1.00

4. All payments to the Contractor will be made by the 15th day of the month following the pick-ups. Failure to provide an invoice by the 5th of the month will delay the payment to the Contractor.
5. The Contractor agrees to submit a monthly accounting of the number of households receiving his/her service each month. This count must accompany the Contractor’s monthly invoice. Any changes to his/her accounting of any new households that are being added or dropped must be reported within 72 hours.
6. A monthly count of all homes, where recycling is picked up, must accompany the Contractor’s invoice.
7. Contractors must dispose of household trash, recycling, and yard debris at the Moore County Transfer Station and Landfill. Scale tipping fees for household trash are included with “Full”, “Rental”, and “Partial” rates. Scale tipping fees for recycling and yard debris will be reimbursed to Contractor. Truck numbers must be provided to the Village.
8. Contractor must provide all tickets, or copy of tickets, for household trash, recycling, and yard debris, obtained from disposal location. These tickets must accompany the Contractor’s monthly invoice. Failure to include tickets will result in delay of payment to the Contractor until tickets are received.
9. Contractor agrees that he/she will furnish all of the necessary labor and equipment to provide residents of the Country Club of North Carolina with once weekly removal of household trash, recycling, and yard debris from residential property.
10. The Contractor further covenants and agrees that he/she will include in his/her services the removal of all refuse of any nature placed in the containers; and a reasonable and normal amount of cartons, newspapers and the like, and that he/she will include in his/her services the removal of a reasonable amount of yard debris, which must be bagged or bundled, and it is mutually understood and agreed that the disposal and removal of cartons, boxes and waste

LOFTON SANITATION CONTRACT for CCNC

generated when a resident moves into a dwelling within the aforementioned area shall be the Contractor's responsibility.

11. Contractor further covenants and agrees that he/she, his/her employees, assistants or agents will refrain from crossing a homeowner's property in front or back of a house to make any pickups, unless expressly permitted by the homeowner on either side and that normal procedure provides that the Contractor, his/her employees, agents or assistants will proceed to the location on each property owner's premises where the refuse is stored and will remove the same directly back to the street where the collection vehicle is located without crossing the property of any adjacent or nearby property owner.
12. Contractor further covenants and agrees that collections will be made each week throughout the aforementioned area and should any holiday or external event interfere with this normal routine, Contractor will utilize any off-duty time to complete the regular collections each week; and it is understood and agreed that equipment failures shall be no reason for Contractor to avoid his/her responsibility for the collections required, and that it will be incumbent upon him/her to have available stand-by equipment to take care of such contingency.
13. Contractor covenants and agrees with the Village that in the event a pickup should be missed at any time, for reasons not the responsibility of the Village, or he/she should fail to remove all the household trash, recycling, and yard debris available for pickup, the sum of five (\$5.00) dollars per home collection missed will be deducted from that month's payment by the Village, as liquidated damages, forfeited by the Contractor.
14. It is understood and agreed that the Contractor shall be responsible for all worker's compensation and other types of insurance necessary to protect themselves and the Village from any liability whatsoever and the Contractor will provide the Village with a copy of each Policy (see attached insurance memorandum of understanding that is hereby made a part of this contract by reference). Contractor shall pay all taxes and other expenses required in his/her business, and it is clearly understood and agreed that the Contractor is an independent Contractor operating strictly on his/her own and in no sense is he/she to be considered as an employee of the Village of Pinehurst.
15. Contractor and Village agree that a future renewal of this contract **for FY26** shall adjust the payment rate per residence based upon the Consumer Price Index (CPI) for Water, Sewer and Trash collection services in the U.S., Series ID CUSR0000SEHG. Should the CPI have a decrease over this period, there will be no decrease in the contract amount.
16. In the event that landfill disposal fees for household trash at the Moore County landfill or any landfill succeeding the Moore County landfill increase above the annual CPI amount, the cost per home shall be adjusted in a manner agreeable to both parties of the contract so that the increased cost above the CPI amount realized by the Contractor as a result of this and only this occurrence can be passed on to the Village.
17. Contractor must comply with all OSHA standards and requirements, where applicable. Contractor must comply with all applicable federal, state, and local laws, rules and regulations.
18. Inasmuch as the Village Council of the Village of Pinehurst has the responsibility, as a governmental function, to collect and dispose of household trash, recycling, and yard debris accumulated by the citizens, residents and property owners of the Village; and because of its responsibility to protect the health, safety, morals and general welfare of the citizens, residents and property owners of the Village, it is necessary that the Village Council see to it

LOFTON SANITATION CONTRACT for CCNC

that this contract is performed by the Contractor in an efficient and effective manner; and in the event, the Contractor should fail to so perform said contract, then, and in such event, the Contractor agrees that the Village Council shall have full and complete authority to terminate this contract, summarily, and to engage another Contractor to carry out the governmental function of household trash, recycling, and yard debris collection within the aforementioned area, or to perform such service with Village employees; and upon such termination, the Contractor shall be paid only through the time services have been performed hereunder.

In order to reduce processing costs and to maintain security over financial transactions, all payments made under this contract shall be made electronically. Upon execution of the contract, both parties will work to establish banking relations to enable direct deposit of funds due and payable under this contract.

IN WITNESS WHEREOF, the Village of Pinehurst has caused this contract to be executed in duplicate originals, one of which is retained by each of the parties and has caused its municipal corporate name to be hereto affixed by the Mayor of the Village of Pinehurst, attested by the Village Clerk, and has caused its corporate seal to be hereon impressed, all by authority of the Village Council duly given; and **Jockquinn Lofton**, as Contractor, has hereunto set his hand and seal, all on the day and year first above written.

VILLAGE OF PINEHURST

(Corporate Seal)

By: _____
Patrick Pizzella, Mayor
Pinehurst, NC

Attest:

Shannon Konstantinou, Village Clerk



Jockquinn Lofton, Contractor

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

Dana Van Nostrand, Director of Financial Services
Village of Pinehurst



DISCUSS AND CONSIDER ORDINANCE 24-11 ADOPTING THE FY 2025 BUDGET

ADDITIONAL AGENDA DETAILS:

Ordinance #24-11 adopting the Village of Pinehurst FY 2025 Budget is hereby presented for your review and approval. This ordinance is based on the budget that was updated by Village Council at the budget work session on May 20, 2024 and presented for the public hearing on May 28, 2024. No further changes have been made since then.

ATTACHMENTS:

Description

- ▣ Ordinance #24-11 Adopting the FY 2025 Budget

ORDINANCE #24-11

**VILLAGE OF PINEHURST
Budget Ordinance
Fiscal Year 2025**

BE IT ORDAINED AND ESTABLISHED by the Village Council of Pinehurst, North Carolina, in the Regular Meeting assembled this 4th day of June 2024 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, 2024 and ending June 30, 2025, in accordance with the chart of accounts heretofore established for this Village:

GENERAL FUND EXPENDITURES:

Governing Body	\$ 141,300
Administration	2,040,588
Financial Services	946,720
Human Resources	734,270
Police	4,570,795
Fire	4,279,712
Inspections	453,000
Public Services Administration	1,244,048
Streets & Grounds	3,199,580
Powell Bill	1,500,100
Solid Waste	3,041,480
Planning	1,067,620
Recreation	4,410,425
Library	585,650
Harness Track	836,919
Fair Barn	520,643
Debt Service	144,850
Other Financing Uses	<u>2,800,000</u>

TOTAL GENERAL FUND EXPENDITURES **\$ 32,517,700**

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

GENERAL FUND REVENUES:

Ad Valorem Tax Revenue	\$ 13,366,000
Other Taxes and Licenses	5,000
Unrestricted Intergovernmental Revenue	9,080,300
Restricted Intergovernmental Revenue	670,400
Permits and Fees	1,065,300
Sales and Services	863,330
Other Revenues	513,980
Investment Income	816,300

Other Financing Sources	7,000
Fund Balance Appropriated	<u>6,130,090</u>

TOTAL GENERAL FUND REVENUES	<u>\$ 32,517,700</u>
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SECTION 3. There is hereby levied a tax at the rate of twenty-two and one-half cents (\$0.225) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2024, 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 \$5,951,000,000 and an estimated collection rate of 99.9% for real and personal property and 100.0% for motor vehicles.

SECTION 4. The \$544,777 of General Fund fund balance committed for the library and archives as of June 30, 2023 will be used first to fund the transfers from the General Fund to the Library Expansion Capital Project Fund appropriated in Other Financing Uses for FY 2025.

SECTION 5. The following amounts are hereby appropriated in the Sandhills Metropolitan Planning Organization (SMPO) Special Revenue Fund for the operation of the SMPO and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025, in accordance with the chart of accounts heretofore established for this Village:

SMPO SPECIAL REVENUE FUND EXPENDITURES:

Sandhills Metropolitan Planning Organization	\$ 216,750
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SECTION 6. It is estimated that the following revenues will be available in the SMPO Special Revenue Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

SMPO SPECIAL REVENUE FUND REVENUES:

Federal Grants	\$ 173,400
Member Dues	<u>43,350</u>

TOTAL SMPO SPECIAL REVENUE FUND REVENUES	<u>\$ 216,750</u>
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SECTION 7. The Village Manager is hereby authorized to transfer appropriations as contained herein under the following conditions:

- He may transfer amounts between line-item expenditures within a department without limitation and without a report being required.
- He may transfer amounts between departments, including contingency appropriations, within the same fund to increase an appropriation up to \$25,000 in a single budget amendment. He must make an official report on such transfers at the next regular meeting of the Village Council. In the event a State of Emergency is declared by the Mayor or designee, unlimited budget amendment authority within the same fund is granted for expenditures directly related to the emergency. He must make an official report on any such transfers authorized under a State of Emergency at the next regular meeting of the Village Council.
- He may not transfer any amounts between funds, except as approved by the Village Council in the Budget Ordinance as amended.

SECTION 8. 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 services, professional services, contracted services, or maintenance service agreements up to an anticipated contract amount of \$50,000. In the event a State of Emergency is declared by the Mayor or designee, unlimited contracting authority is granted for services directly related to the emergency. The Village Manager must report to the Village Council any executed contracts exceeding \$50,000 during the State of Emergency declaration;
- e. Agreements for acceptance of State and Federal grant funds; and
- f. Grant agreements with public and non-profit agencies.

SECTION 9. The SMPO Governing Board or its designee is authorized to execute the necessary agreements to complete the work of the SMPO within the SMPO Special Revenue Fund.

SECTION 10. Copies of this Budget Ordinance shall be furnished to the Village Clerk, Village Manager, and Financial Services Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 4th day of June, 2024.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By:

Patrick Pizzella, Mayor

Attest:

Approved as to Form:

Shannon Konstantinou, Village Clerk

Michael J. Newman, Village Attorney