



**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<br/>NUMBER</u> | <u>DESCRIPTION</u>                                                             | <u>INCREASE</u> | <u>DECREASE</u> | <u>APPROVED<br/>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> |                          |

**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 4<sup>th</sup> 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> |
|-----------------------------|----------------------|

**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 |
|----------------------------------------------|------------|

**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> |
|------------------------------------------|-------------------|

**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 4<sup>th</sup> 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

**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 4<sup>th</sup> 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 4<sup>th</sup> 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

# 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 15<sup>th</sup> day of the month following the pick-ups. Failure to provide an invoice by the 5<sup>th</sup> 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.

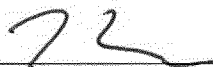
VILLAGE OF PINEHURST

(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