



**PINEVILLE TOWN COUNCIL WORK SESSION AGENDA
PINEVILLE COMMUNICATIONS OFFICE
MONDAY, MARCH 26, 2018
6:00 P.M.**

- 1) **Call Meeting To Order:**
- 2) **Discussion Items:**
 - A. **ETJ Discussion**
 1. Fire Protection
 2. Police Protection
 - B. **Splash Pad Design**
 - C. **On Street Parking**
 - D. **Update on PCAA**
- 3) **Closed Session**
 1. Discussion of matters pursuant to N.C.G.S 143-318.115(5).
- 4) **Adjourn**

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 3/23/2018

Re: Police and Fire Services outside of Corporate Limits

Overview:

Mecklenburg County has approached the Town about providing both Police and Fire services to the unincorporated area adjacent to the Town (area south of Lancaster Highway to Providence Road West) because of budgetary reasons and problems with response times. In order to do this the Town will have to enter in to a new Annexation Agreement with the City of Charlotte as well as enter in to inter-local agreements with the County to provide the services.

The annexation agreement, which sets up the sphere of influence, and the inter-local agreement are different from an extraterritorial jurisdiction agreement (ETJ). However, these terms are commonly used as substitute terms. The annexation agreement is an agreement set by statute that describes an area, adjacent to two or more municipalities in an unincorporated part of a county, that the municipalities agree that only one of the adjacent municipalities can annex the land, thus providing a "sphere of influence" over it. Likewise, the ETJ is set by Section 160A-360 of the State Statute that gives a town or city certain "rights" within a set distance from its boundaries as long as it is agreed to by the county. This is 1 mile for towns with a population of 9,999 or less and 2 miles for towns or cities with a population of 10,000-25,000. The statute in the Pineville's case, as the population is now, gives the police department the ability to patrol 1 mile from the town's border and would allow the town to control planning and zoning within the 1 mile if the town chose to exercise this right as well as other rights.. Currently the Town does not do either of the above mentioned items unless it is for mutual aid for police services and CMPD cannot make it in a timely fashion.

If the Town agrees to an annexation agreement with the City the Town does not have to enter in to an ETJ Agreement with the County. The annexation agreement simply protects the Town if it does decide to enter in to either an ETJ Agreement or an Inter-local Agreement for Police and Fire Services. The Annexation Agreement prevents the city from voluntary annexation of the described geographic area within that specified amount of time (typically 20 years) thus taking the ability to provide the service out of the Town's authority.

Fire. Mecklenburg County approached the Volunteer Fire Department about providing services in the unincorporated area because the current service cannot maintain staffing and equipment

for quick response times. The County can either contract directly with the Volunteer Fire Department to provide the service or through the Town. The County uses the other towns as a conduit for funding in other areas of the County. If Council wishes to agree to provide these services, then I would suggest using the same method as the other towns because it gives the town more control. The County collects taxes from all of the residents in the unincorporated areas of the county and then redistributes those dollars to the various fire departments. The County currently pays \$375,000 for coverage of this area and will continue to pay this much in the future until another adjustment.

Revenue From County: \$375,000

Position	Number of Shifts	Number of Hours	Compensation Rate	Total Pay
FF/EMT	365	8760	\$15.11	\$132,363.60
FF/EMT	365	8760	\$15.11	\$132,363.60
NET:				\$110,272.80

FY17 Budget

	Fire
Maintenance&Repair - vehicles	\$ 45,065
Auto Supplies -fuel	\$ 18,036
FY17 number of Calls	2691
\$per call for OEM	\$ 23.45
# of calls in ETJ	578
Estimated Cost for ETJ in FY17	\$ 13,554.10

Police. The County terminated its current contract with CMPD to police all of the unincorporated areas of the County. This was due to some areas saying that CMPD was not providing the right scope of services for a population that a town essentially serves because of the close proximity. The County also wants to hold cost in check for their constituents. The County currently collects \$0.2146 on the real estate tax for this area to provide police services and would expect to do the same in the future according to an agreement. This equates to about \$560,896 in revenue. In order to provide services for this area the Town would need to employ 4 new officers and 2 new dispatchers (cost breakdown is attached) based on last year's call volume being 790 calls. Currently, Cornelius, Huntersville and Pineville have told the County they would consider providing the services while Davidson and Mint Hill do not want to patrol these areas and Matthews does not have any unincorporated areas around it.

Revenue

Value	Tax Rate	Tax Revenue
\$266,702,110	0.2146	\$560,896

Expenditures

Type	Number	Cost
Officer	4.25	\$198,292
Marked Car	4	\$237,308
Dispatcher	2	\$98,000
Equipment/Maintenance/Operating	4	\$24,962
		\$529,936
	Net Year 1	0
	Net Year 2-4	\$210,000

In order to make either one of these extension of services feasible the Town should enter in to an Annexation Agreement with the City of Charlotte. This will allow the Town to make the necessary initial investments to provide the services without the liability of Charlotte being petitioned by residents for annexation. After the Annexation Agreement is finalized and the boundaries are negotiated then the Town will be able to enter in to an inter-local agreement with the County to provide the police and fire services.

Estimated Costs:

There is no anticipated extra cost to the Town over the expected revenues generated.

Attachments:

Draft Interlocal Agreement for Police
Letter to County Manager regarding ETJ Services

Recommendation:

Continue with Annexation Agreement discussion with the City of Charlotte

**LAW ENFORCEMENT SERVICES INTERLOCAL AGREEMENT BETWEEN
MECKLENBURG COUNTY AND TOWN OF PINEVILLE**

This Law Enforcement Services Interlocal Agreement (“Agreement”) is effective as of the first day of July 2018 between **MECKLENBURG COUNTY** (hereinafter the “County”), a political subdivision of the State of North Carolina, and the **TOWN OF PINEVILLE** (hereinafter the “Town”) a municipal corporation organized under the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled “Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments” (“City/County Police Agreement”), which agreement as amended effective July 1, 1996, was terminated by the County effective July 1, 2018; and

WHEREAS, pursuant to the City/County Police Agreement, from 1993 until June 30, 2018 the Charlotte-Mecklenburg Police Department provided law enforcement services within the extraterritorial jurisdiction area of the Town; and

WHEREAS, Chapter 1170 of the 1969 Session Laws was amended by Chapter 42 of the 2017 Session Laws to give the County the authority to extend the powers and rights exercised by the police officers of any municipality within Mecklenburg County throughout that municipality's extraterritorial jurisdiction as defined in G.S. 160A-360 (“ETJ”), with those powers to include jurisdiction, authority, the power to arrest, and the power to serve criminal and civil process; and

WHEREAS, pursuant to such an agreement between the County and a municipality, the municipality's police officer would have the same privileges, immunities, and Workers' Compensation coverage throughout that municipality's ETJ as within the municipality; and

WHEREAS, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, as amended by Chapter 42 of the 2017 Session Laws, the County and the Town wish to enter into this Law Enforcement Services Agreement, an interlocal cooperation agreement, to specify the level of law enforcement services to be provided by the Pineville Police Department (“PPD”) within the Town's ETJ, and the financial arrangement between the County and the Town with respect thereto.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of this Agreement, the County and the Town agree as follows:

1. Purpose of Agreement.

The purpose of this Agreement is to specify the level of law enforcement services to be provided by the Pineville Police Department ("PPD") within the Town's extraterritorial jurisdiction as defined in G.S. 160A-360 ("ETJ"), and the financial arrangement between the County and the Town with respect thereto.

2. Police Services.

- a) The County is contracting with the Town to provide law enforcement services within the Town's ETJ. The ETJ as of the date of execution of this Agreement is shown in Attachment A. The ETJ will change from time to time as annexation and de-annexation occurs.
- b) Operational decisions in law enforcement are, and shall continue to be, made on the basis of professional police judgment. Services to be provided within the ETJ will be established by the Chief of Police of the PPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such area and the PPD's mission to be responsive to those needs.
- c) The PPD will police the ETJ with levels of service consistent with similar regions within the Town limits including but not limited to: routine patrols, 911 response, crime fighting, community engagement, violent crime investigations, special victims investigations, covert operations, special operations and administrative services.
- d) Any dispute involving police services or costs thereof will be resolved by consultation between the County and Town Managers as provided in Section 10.
- e) The PPD shall submit to the County Manager and Board of County Commissioners quarterly written reports to include the following minimum data regarding their ETJ:
 - 1. Total number of citizen generated and officer initiated calls for service responded to by on-duty PPD officers in their ETJ including total Events, Units, type of call, response times from dispatch to arrival, and the priority of calls

2. Special Operations Division Deployment in the ETJ, including deployment of the Matthews/Mint Hill SWAT Team
 3. Traffic Related Incidents in the ETJ including traffic stop and traffic accidents with separate count of fatalities and DWIs
 4. Description and number of Community Policing Initiatives, that occur in or adjacent to the ETJ
 5. Description of non-sensitive special police initiatives that occurred in the ETJ and in Patrol Divisions that are adjacent to the ETJ
 6. Number of adult arrests in the ETJ
 7. Number of items of evidence and property seized, collected, processed and stored from the ETJ
- f) Law Enforcement services to be provided by the Town in the Modified ETJ Areas do not include animal control since the City of Charlotte is contractually obligated to provide animal control service for the entire unincorporated area of Mecklenburg County by the July 1, 2001 "Restated Consolidated Shared Programs Joint Undertaking Agreement" between Mecklenburg County and the City of Charlotte.
- g) Once a year, the Pineville Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in their ETJ, including explanations for any apparent crime trends.

3. Personnel.

All personnel involved in providing law enforcement services pursuant to this Agreement on behalf of the Town shall either be employees or agents of the Town. The County nor its elected officials, nor their agents, nor their employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of the Town.

5. Police Services Funding Formula.

- a) The amount that the County shall pay the Town for police services is set forth in Attachment B to this Agreement, Police Services Funding Formula, which is incorporated herein by reference.
- b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the Town one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County's adopted Budget for that fiscal year.

6. Property.

Any real or personal property acquired by the Town in connection with the services to be provided hereunder shall be owned solely by the Town and shall remain the property of the Town after termination of this Agreement.

7. Indemnification and Responsibility for Claims.

The parties agree to be liable for their own negligence, and to indemnify and hold each other harmless with respect to the claims for which it is responsible to the fullest extent permitted by law.

8. Term of Agreement.

An interlocal agreement must be of "reasonable" duration under NCGS 160A-461, and therefore the parties agree that the term of this Agreement is a five (5) term beginning on July 1, 2018. Effective at the end of the third fiscal year of this Agreement, this Agreement may be terminated in its entirety for any reason at the beginning of either the fourth (4th) or fifth (5th) fiscal year by either the Town or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least seventeen (17) months prior to the July 1 effective date of the termination.

9. Termination of Agreement for Default.

Failure of the County to provide the funds to the Town as required by this Agreement is an event of default which would allow the Town to terminate this Agreement as provided herein.

Failure of the Town to provide the law enforcement services as required by this Agreement is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above to have a right to terminate shall thereupon have the right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice to correct the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) day time limit may be waived by the party giving notice. And further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than seventeen (17) months after the date of the notice, thus allowing the effective date of termination to be in the middle of a fiscal year.

10. Dispute Resolution Process.

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the County and Town Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator selected by the Managers. Any dispute as to termination that cannot be resolved by the Managers shall be final as determined by the party giving notice of termination. Any other disputes may be resolved by arbitration if mutually agreed upon by the Managers.

11. Amendments.

Any amendments to this Agreement must be in writing, approved by the Mecklenburg Board of County Commissioners and the Pineville Board of Commissioners, and signed by officials delegated the responsibility to sign such amendments.

12. General Provisions.

- 12.1 All terms among the parties concerning the subject matter are contained in this Agreement.
- 12.2 Waiver of a term does not affect the right of a party to terminate this Agreement.
- 12.3 The parties agree that they are not made agents of each other by this Agreement.

12.4 The authority for a party to enter into this Agreement must be approved by a resolution adopted by its governing body.

Executed as of the day and year first stated above by authority duly granted by the Mecklenburg Board of Commissioners and the Pineville Board of Commissioners.

MECKLENBURG COUNTY

Approved as to form

County Attorney

TOWN OF PINEVILLE

Approved as to form

Town Attorney

ATTACHMENT A

[INSERT MAP OF ETJ]

DRAFT

ATTACHMENT B

Police Services Funding Formula

1. The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the ETJ, and if so, in what amount or amounts. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the ETJ will not be interpreted in that manner.
2. In Fiscal Year 2019 through Fiscal Year 2023, the County will pay the Town of Pineville \$560,000 each fiscal year for furnishing law enforcement services.
3. If any portion of the ETJ is annexed by the Town of Pineville or any other municipality after this Agreement is executed, the calculation of payment to the Town shall be calculated such that the remaining property in the reduced ETJ would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the ETJ.



TOWN OF PINEVILLE

200 Dover Street, P.O. Box 249
Pineville, North Carolina 28134
(704) 889-2291
Fax (704) 889-2293

2/19/2018

Dena Diorio
Mecklenburg County Manager
600 East 4th St., 11th Floor
Charlotte, NC 28202

RE: Policing the Pineville ETJ

Ms. Diorio:

The Town of Pineville continues to have an interest in policing the ETJ area adjacent to the Town. We are still in negotiations with the City of Charlotte to renew the Annexation Agreement that expired in 2014. We have begun discussion with the City and I have expressed my desire to keep the language the same as their previous renewals with the other towns in Mecklenburg County. However, the City has communicated with the Town that this issue is not pressing and as such will be worked in to their agendas. I have not been told when that would be, but hope that it would be within the next two months.

It is the Town's understanding that the approximate revenue generated for FY 18 in the ETJ was \$584,000. As you can see from Attachment A this entire allotment would be necessary for the Town to take over policing. This would keep the tax rate of \$0.2146 per \$100 of valuation the same for the residents of the ETJ and not require an increase.

Attachment A explains Year 1 costs for the Town of Pineville. While Year 2 and ongoing years will be lower than year one due to not having the upfront capital costs the town would still need to at least maintain the current tax rate for the ETJ in ongoing years. There will still be increased costs with equipment, vehicle replacement (5 year rotation), merit increases, maintenance costs, and operational costs associated with policing and telecommunications.

In 2016 CMPD reported that calls for service in the unincorporated area was 790. For the unincorporated area the town has used a 200 call volume per police officer metric. This means that 4 uniform officers would be needed as well as 2 new telecommunication professionals. The Town anticipates that a CID officer may be needed depending on the type of calls received, but we will not know that until the Town begins to police the area.

Based on the Town's estimates we would use all of the estimated revenue in year 1 and have to use year 2 revenue to offset it. While the Town expects to keep the basis of \$.02146 per \$100 of valuation past year 1, we would also expect the opportunity to renegotiate revenue payments if our costs estimates are too low. We would want some of the same terms that the County has negotiated with other municipalities in the past such as:

1. At least a 5 year contract term
2. Annual fee escalation
 - a. Natural growth in the ETJ area through property value growth rates
 - b. Fee escalation available after year 1 if costs estimates were off

The Town has also reviewed the reporting requirements and are fine with those.

Thank you for approaching the Town with this opportunity. We believe that we can provide the residents of the ETJ with an increased presence. After all, most of these residents already consider themselves a part of Pineville and do most of their shopping in town. If you have any questions about this letter, please contact me by email at rspitzer@pinevillenc.gov or at 704-889-2291.

Sincerely,

Ryan Spitzer
Town Manager

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 3/23/2018

Re: Splash Pad

Overview:

The splash pad is currently at the 80% plan stage. In order to stay on the established timeline of having construction completed in the summer of 2019 Council needs to vote on the plans at the April 10, 2018 Council Meeting. This Work Session will serve as a time for Council to ask questions in order for staff to work with the engineers to remedy any concerns.

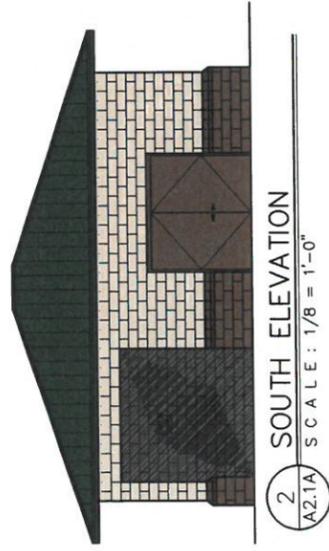
The initial splash pad will have 14 features installed across the pad. This includes 2 spray loops, 4 geysers, 4 jet streams, bobble, frog, leaf, and a side winder. As budgets allow the Town will be able to plug-and-play additional features. The spots that will not currently have features attached will spray water up in the air, similar to a fountain.

Attachments:

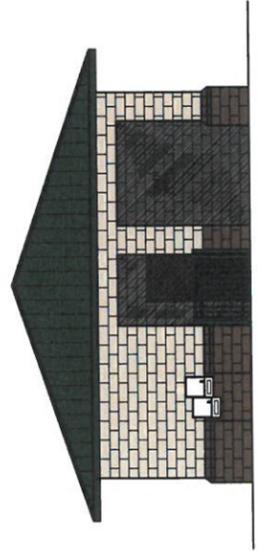
Building Elevation

Site Plan

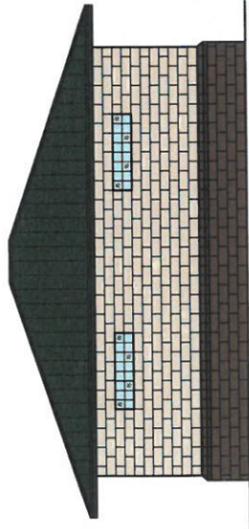
Schedule



2 SOUTH ELEVATION
A2.1A SCALE: 1/8" = 1'-0"



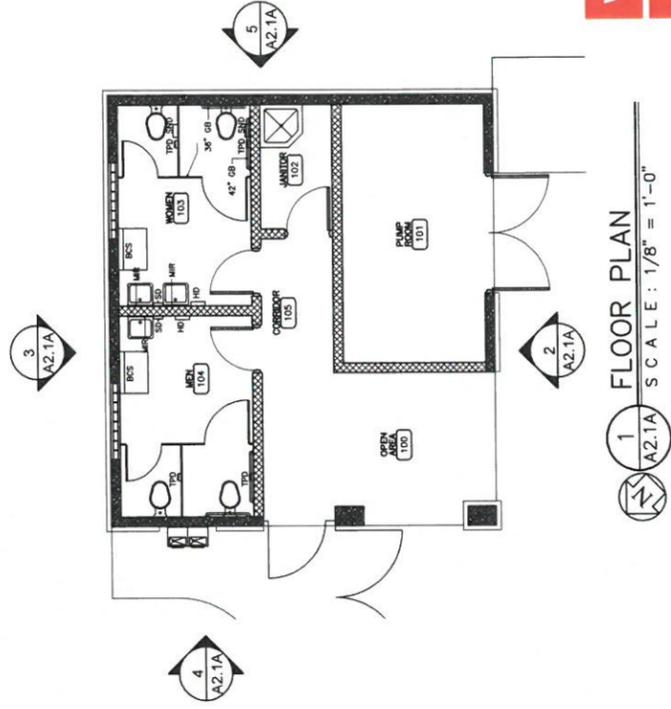
3 WEST ELEVATION
A2.1A SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION
A2.1A SCALE: 1/8" = 1'-0"



5 EAST ELEVATION
A2.1A SCALE: 1/8" = 1'-0"



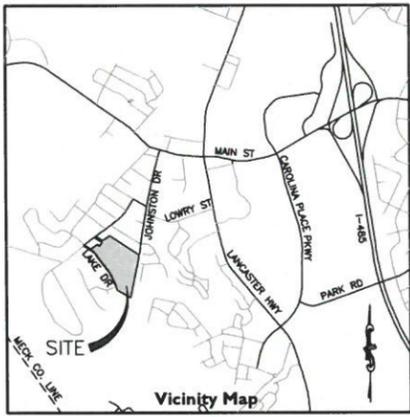
1 FLOOR PLAN
A2.1A SCALE: 1/8" = 1'-0"

W h
n +

ARCHITECTS
Designs for a changing world

Pineville Lake Park - Toilet Building

330 W. 11th Street
Pineville, NC 28134
704.333.6662 phone
704.333.6662 fax
www.wenhatch.com



ZONING CODE SUMMARY

PROJECT NAME: PINEVILLE LAKE PARK - 1000 JOHNSTON DRIVE
 OWNER: TOWN OF PINEVILLE PHONE # X
 PLANS PREPARED BY: BENESCH PHONE # 704-521-9880
 ZONING: R-7 JURISDICTION: PINEVILLE
 PROPOSED USE: PARK & RECREATION TAX PARCEL #: PIN 22107521
 WATERSHED DISTRICT: LOWER LITTLE SUGAR
 BUILDING HEIGHT: 10'-8" Feet Stories: 1
 BUILDING COVERAGE: 810 Sq. Ft. GROSS FLOOR AREA: 810 Sq. Ft.
 LOT SIZE: 21.3 Sq. Ft. (Acres) NUMBER OF UNITS/SUITES: 1

SITE NOTES

- DIMENSIONS AND COORDINATE POINTS ARE TO FACE OF CURB, EDGE OF PAVEMENT, OR CORNER OF BUILDING UNLESS OTHERWISE NOTED.
- ALL IMPROVEMENTS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL STANDARDS.
- ANY DISCREPANCIES FOUND IN THE FIELD SHALL BE CALLED TO THE ATTENTION OF THE OWNER OR ENGINEER PRIOR TO PROCEEDING WITH WORK.
- PRIOR TO BEGINNING CONSTRUCTION, UNLESS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS (BOTH SITE AND BUILDING RELATED) INCLUDING BUT NOT LIMITED TO REGULATORY FEES, LICENSES, AND INSPECTIONS NECESSARY FOR PROPER EXECUTION AND COMPLETION OF THE WORK.
- THE GENERAL CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES, AND RIGHT-OF-WAYS, PUBLIC AND PRIVATE, PRIOR TO WORKING IN THESE AREAS.
- GENERAL CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND THE PUBLIC SHALL BE PROTECTED FROM INJURY.
- SIGHT TRIANGLES SHOWN ARE THE MINIMUM REQUIRED.
- USE CAUTION WHEN REPRODUCING COPIES OF THE CONSTRUCTION DRAWINGS. COPIES ARE SUBJECT TO DISTORTION AND INACCURACY IN THE SCALE OF DRAWINGS. VERIFY ANY DISCREPANCIES WITH BENESCH.
- ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION AS AMENDED.
- ALL PAVEMENT MARKINGS SHALL BE FOUR (4) INCHES WIDE UNLESS INDICATED OTHERWISE ON THE DRAWINGS.
- CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS AS SHOWN ON THE PLANS.
- CONTRACTOR SHALL SAW-CUT EXISTING ASPHALT PAVEMENT AREAS TO BE IN SMOOTHLY TO PROPOSED PAVEMENT AT DRIVEWAY ENTRANCES.
- REFER TO ARCHITECTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS.
- THE ENGINEER WILL PROVIDE THE CONTRACTOR WITH AN ELECTRONIC FILE OF THESE DRAWINGS UPON REQUEST.
- SITE INSPECTOR MAY REQUIRE ADDITIONAL VEGETATION TO SCREEN PARKING IF UPON SITE VISIT IF IT IS DETERMINED THAT EXISTING VEGETATION AND TOPOGRAPHY DO NOT ADEQUATELY SCREEN PARKING.
- CONTACT THE UTILITY COMPANY TO RELOCATE ANY EXISTING UTILITY POLES. ALL EXISTING FACILITIES WHICH CONFLICT WITH THE IMPROVEMENTS UNDER THE SCOPE OF THIS PROJECT MUST BE RELOCATED AT THE EXPENSE OF THE APPLICANT.
- STOP BEFORE YOU DIG. CALL 811. IT'S THE LAW.

YARD REQUIREMENTS:
 Setback (front): 0 Ft. from R/W,
 Side Yard (L): 0 Ft. Side Yard (R): 0 Ft.
 Rear Yard: 0 Ft.

REQUIRED BUFFERS:
 Front: (NO) / YES _____ Ft. Rear: (NO) / YES _____ Ft.
 Side (L): (NO) / YES _____ Ft. Side (R): (NO) / YES _____ Ft.

REQUIRED SCREENING:
 Front: (NO) / YES _____ Ft. Rear: (NO) / YES _____ Ft.
 Side (L): (NO) / YES _____ Ft. Side (R): (NO) / YES _____ Ft.
 Parking Only: (NO) / YES _____ Ft.

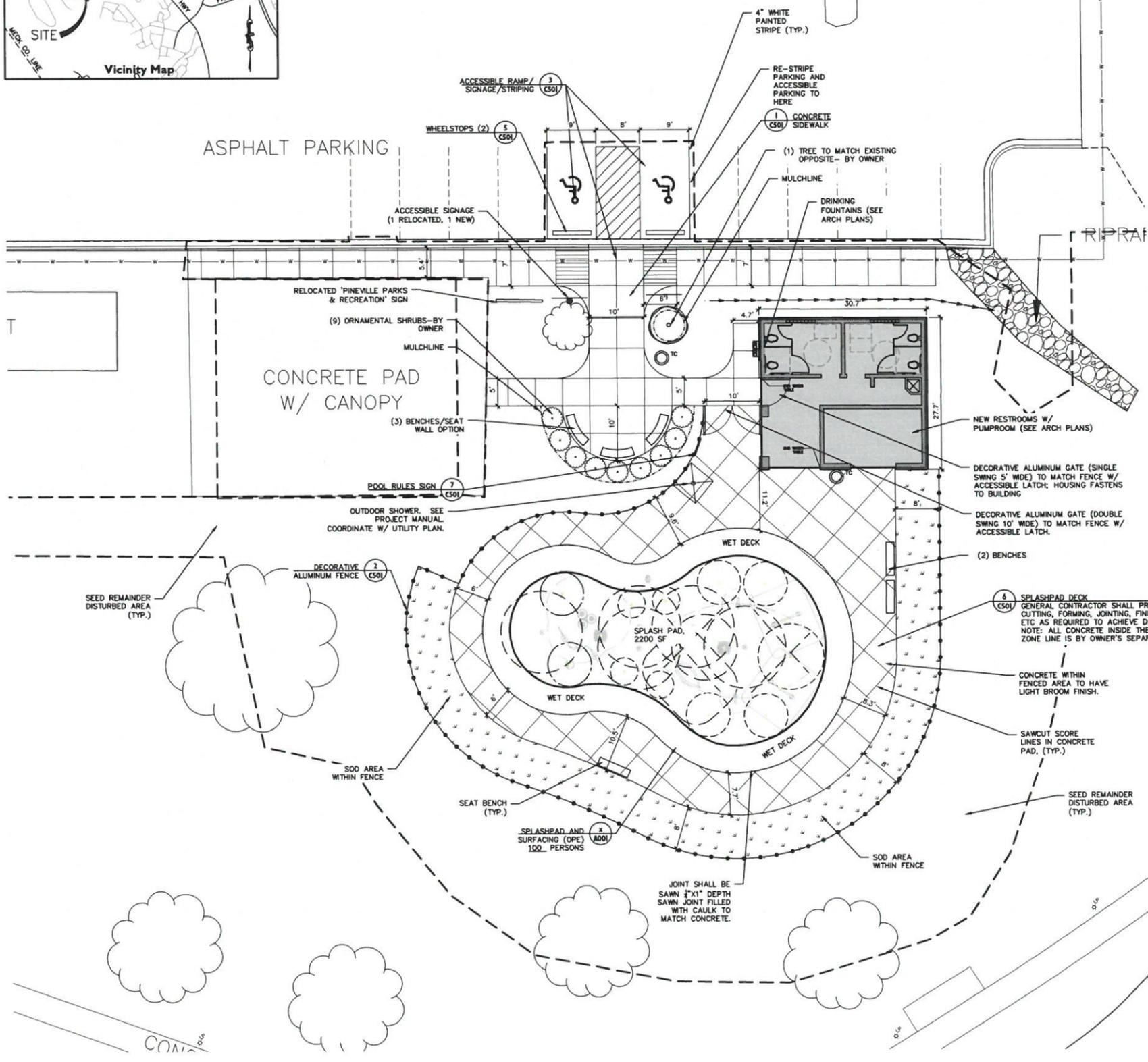
PARKING DATA:
 VEHICLE PARKING DATA:
 NO NEW PARKING PROPOSED

BICYCLE PARKING DATA:
 NO BICYCLE PARKING PROPOSED

PARKING SUMMARY:

	REQUIRED	PROVIDED
TOTAL # SPACES:	N/A	N/A
ACCESSIBLE SPACES:	N/A	2
LOADING SPACES:	0	0
LONG TERM BICYCLE:	N/A	N/A
SHORT TERM BICYCLE:	N/A	N/A

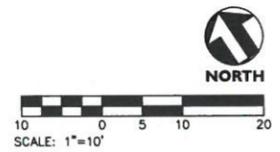
ALL SIGNAGE WILL BE APPROVED AND PERMITTED SEPARATELY.



NOTE:
 CONTRACTOR SHALL PROVIDE ALL COORDINATION NEEDED TO INTEGRATE SPLASHPAD SYSTEM WITH SITE WORK & BUILDING CONSTRUCTION.

LEGEND

—	EXISTING SIGN	— — — — —	EXISTING CURB AND GUTTER
—	PROPOSED SIGN	— — — — —	PROPOSED CURB AND GUTTER
—	EXISTING IRON PIN	— — — — —	PROPOSED FLUSH CURB AND GUTTER
—	EXISTING LIGHT POLE	— — — — —	PROPERTY LINE
—	EXISTING UTILITY POLE	— — — — —	EXISTING FENCE
—	RIGHT-OF-WAY	— — — — —	PROPOSED FENCE
—	ACCESSIBLE SPACE	— — — — —	EXISTING OVERHEAD UTILITY LINE
—	EXISTING TREE TO REMAIN	— — — — —	EXISTING ASPHALT PAVEMENT
—	EXISTING FIRE HYDRANT	— — — — —	PROPOSED STANDARD DUTY ASPHALT PAVEMENT
—	# OF PARKING SPACES	— — — — —	PROPOSED HEAVY DUTY ASPHALT PAVEMENT
—	CENTERLINE	— — — — —	PROPOSED ASPHALT OVERLAY
—	ACCESSIBLE RAMP	— — — — —	PROPOSED VEHICULAR CONCRETE PAVEMENT



Pineville North Carolina
 PRELIMINARY NOT FOR CONSTRUCTION

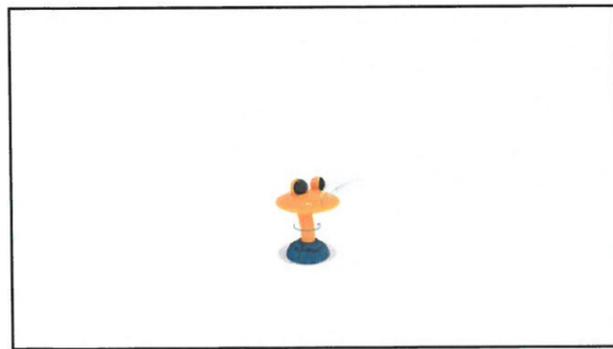
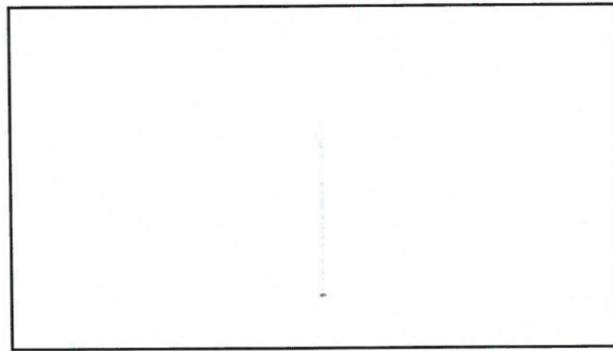
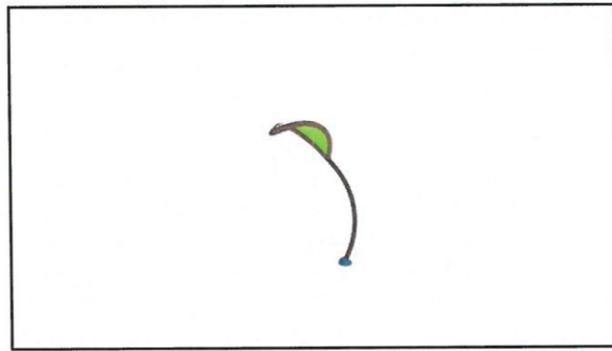
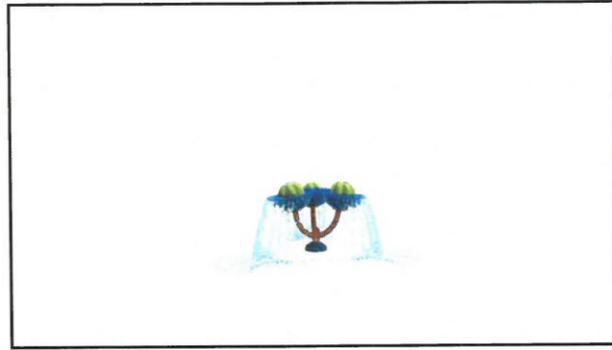
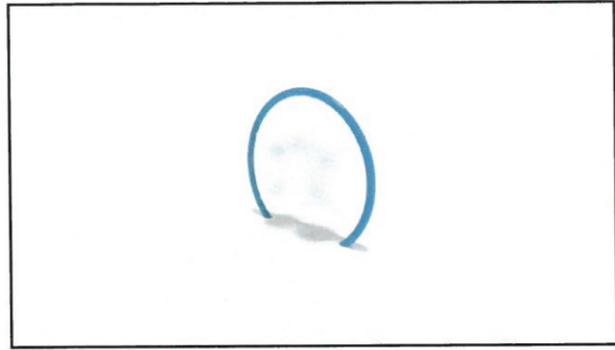
Corp. NC license: F-1320

Pineville Lake Park
 1000 Johnston Drive
 Pineville, North Carolina

Project no: 17.000212
 Date: 01.26.18
 Revisions:

Sheet Title:
Site Plan

Sheet No:
C200



Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 3/23/2018

Re: On-street Parking

Overview:

On-street parking is an issue that Council wanted to discuss at this Work Session. Currently the only places that do not allow parking are where signs are posted, across from a driveway, or where there is less than 15' between cars. There has been discussion about limiting parking to one side of the road in certain locations because of the narrowness of the road.

Attachments:

Current Ordinance

§ 72.04 PROHIBITED IN SPECIFIED PLACES.

(A) No person shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device in any of the following places:

- (1) On a sidewalk;
- (2) Within an intersection, or within 20 feet thereof;
- (3) On a crosswalk;
- (4) Within 30 feet of any flashing beacon, stop sign or traffic control signal located at the side of a street or roadway;
- (5) No vehicle shall park on either side of any street approaching a grade crossing within 50 feet of the closest rail; provided, that where existing permanent structures are located along the street and closer than 50 feet, parking may be permitted in front of the structures, unless otherwise prohibited, if the parking does not interfere with the view in either direction of an approaching locomotive or train;
- (6) Alongside or opposite any street excavation or obstruction, when the stopping or standing or parking would obstruct traffic;
- (7) Upon any bridge or other elevated structure;
- (8) Within 15 feet in either direction of the entrance to a hotel, hospital or any public building where the street is so marked;
- (9) On the roadway side of any vehicle stopped, standing or parked at the edge or curb of a street;
- (10) In front of or having any portion of a vehicle directly across the street from a public or private driveway, except as otherwise provided in this chapter;
- (11) In front of any motion picture theater, except bicycles;
- (12) Within 15 feet of a fire hydrant, or designated fire lane;
- (13) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signposted;
- (14) At any place where signs prohibit parking, or any place where posted fire lane signs prohibit parking or as designated as fire lanes on public streets or private property; or
- (15) On any street where there is less than 15 feet of unobstructed roadway side as measured from the side of the vehicle facing the street.

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