

**COUNCIL MEETING
AGENDA**

**Pineville Meeting Hut
Tuesday, May 14, 2019
6:30 p.m.**



**PINEVILLE TOWN COUNCIL AGENDA
6:30 P.M. - PINEVILLE HUT MEETING FACILITY
TOWN OF PINEVILLE, NORTH CAROLINA
TUESDAY, MAY 14, 2019**

- 1) **Call Meeting to Order:**
 - a) **Pledge Allegiance to the Flag: (JM)**
 - b) **Moment of Silence:**

- 2) **Adoption of Agenda:**

- 3) **Approval of the Minutes from the:** Regular and Closed Sessions of April 9, 2019 and the Work Session of April 22, 2019

- 4) **Consent Agenda:** a) *Financial Report as of April 30, 2019;* b) *Proclamations for Heritage Day and Retirement of Principal Brian Doerer (Barbara Monticello);* c) *Change date of August Council Meeting to August 6, 2019;* d) *Resolution for Surplus Items.*

- 5) **Public Comment:**

- 6) **Public Hearing: Public Hearing on FY2019-20 Budget** – to receive public comment on the upcoming FY2019-20 Budget (**INFORMATIONAL**).
 - a. **Report from Staff**
 - b. **Open Public Hearing**
 - i. **Receive Public Comment (directed toward Council)**
 - c. **Close Public Hearing**
 - d. **Council discussion and questions**

- 7) **Old Business:**
 - A. **Proposed Amendment to the Town Code for On-Street Parking (Travis Morgan)**
Continuation of the Discussion Pertaining to Vehicles/Equipment Over 90 Inches Wide (**ACTION ITEM**).

- 8) **New Business:**
 - A. **Update on Splash Pad (Chip Hill)** – Representatives from Fairway Construction and Benesh will provide an update on the progress of the Splash Pad (**INFORMATIONAL ITEM**).
 - B. **Vote on Solid Waste Contract (Ryan Spitzer)** Council to consider and vote on a contract for Solid Waste services effective July 1, 2019 (**ACTION ITEM**).
 - C. **Vehicle Use Policy (Ryan Spitzer)** Policy for Transporting Non-Employee Individuals (**ACTION ITEM**).
 - D. **Staff Update:**
 - 1) *Manager's Report*
 - 2) *Calendar of Events*

9) Adjourn

If you require any type of reasonable accommodation as a result of physical, sensory, or mental disability in order to participate in this meeting, please contact Barbara Monticello, Clerk of Council, at 704-889-2291 or bmonticello@pinevillenc.gov. Three days' notice is required.

MINUTES

**Minutes from the Regular
& Closed Sessions of
April 9, 2019 and
the Work Session Minutes
of April 22, 2019**



**MINUTES OF THE
TOWN COUNCIL MEETING OF THE
TOWN OF PINEVILLE, NORTH CAROLINA
TUESDAY, APRIL 9, 2019**

The Town Council of the Town of Pineville met in Regular and Closed Session on Tuesday, April 9, 2019 at 6:30 p.m. at the Hut Meeting Facility in Pineville.

ATTENDANCE

Mayor: Jack Edwards
Mayor Pro-Tem: David Phillips
Council Members: Debbie Fowler, Melissa Davis and Joe Maxim
Town Manager: Ryan Spitzer
Planning & Zoning Director: Travis Morgan
Town Clerk: Barbara Monticello

CALL TO ORDER

The meeting was called to order by Mayor Jack Edwards at 6:31 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

Council Member Debbie Fowler led the group in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Edwards asked for a general moment of silence for our police, fire and our military men and women.

ORDER OF BUSINESS:

Adoption of the Agenda:

A motion was made and seconded to adopt the agenda as is.

Approval of the Minutes from the Regular and Closed Session Meeting of March 12, 2019 and the Work Session Minutes of March 25, 2019.

Hearing no changes or comments on the minutes, Council Member Melissa Davis moved to approve all sets as is, seconded by Council Member Debbie Fowler. There were ayes by all and the minutes were adopted as is.

Consent Agenda:

The Consent Agenda consisted of the following items: a) *Financial Report as of March 31, 2019*; and b) *Proclamations for the 50th Anniversary of Municipal Clerk's Week; National Police Week; and Public Works Week.* Mayor Pro Tem David Phillips moved to approve the consent agenda as is, seconded by Council Member Debbie Fowler. There were ayes by all moved to approve the Consent Agenda as is, with Council Member Melissa Davis seconding the motion. There were ayes by all and the motion passed 4-0.

PUBLIC COMMENT:

Bill McConnell – Mr. McConnell stated that he represented the Downtown Merchants Association. At their last meeting, Mr. John Holobinko talked to the group about the possibility of starting a Chamber of Commerce for the Town of Pineville. Merchants liked what he had to say but for some of them, the fee to join, was too high. The Downtown Farmer's Market

was set to open at 8:00 a.m. on June 1, 2019 on the corner of Main and Dover Streets and will feature gourmet food products and locally grown crops. No handmade craft items will be featured as there will be opportunities for these items to be sold at any pop-up markets the group decides to do.

Holliday Deese – Ms. Deese stated she was an economics major in college interning with Jane Shutt at the Pineville Neighbors Place. She has assisted with putting together 50 food bags a day, referring those in need to crisis assistance and helping others by providing food from their food bank. She thanked the PCAA for their donation of 700 items. So far, they have helped a total of 186 people with housing and utility bills and another 118 with food. She concluded by advising members of the audience that Jane Shutt was named one of the most influential/powerful women in Charlotte.

Carol Senic – Carol Senic of Cardinal Innovations spoke on an upcoming event called Kids and Screens: Preventing Digital Addiction. This event kicks off on Thursday, May 16th at the Pineville United Methodist Church with brief talks by three experts on the topic of youth screen addiction from 7:00 – 9:00 p.m. This will be followed by an in-depth, all-day conference on Friday. There is a \$10 registration fee; registration is through Eventbrite.

Amelia Stinson-Wesely – Ms. Stinson-Wesley reminded everyone about the Richard Sheltra Run which will be on April 27th starting at 7:00 a.m. There is a 5K run, a 10K run and a 1K walk planned; volunteers are needed; sign up online by April 15th.

OLD BUSINESS:

- A. **Proposed Amendment to the Town Code for On-Street Parking (Travis Morgan).** Planning and Zoning Director, Travis Morgan, stated that he took the feedback from the board from their last meeting and incorporated it into the changes that he was presenting at the current meeting. He clarified on street parking and increased the size allowances to allow for today's larger vehicles. He increased the width of a vehicle from the original proposed 80 inches to 90 inches and the weight restriction from 7,000 lbs. to 10,000 lbs.

Council Member Melissa Davis asked specifically if landscaping trucks would be allowed to park on the street. Mr. Morgan stated that they would be as well as other contractors doing work of a temporary nature – painters, plumbers, electricians, etc. Short-term parking allowances have been made for them. Additionally, Council Member Davis asked if the ordinance included something about blocking the sight triangle or the distance a car has to be when parked near a corner. Mr. Morgan indicated that there were such provisions stated in the ordinance but that he could not remember the specifics of them off the top of his head. Council Member Davis asked who would be enforcing these parking regulations to which Mr. Morgan replied that the police department would be responsible for enforcing the parking issues but that Zoning would assist if necessary.

After a brief discussion, the consensus of Council was not to vote on the changes until the Planning Board weighed in on it and made their recommendations. Item was tabled until May's Council Meeting.

NEW BUSINESS:

- A. **Municipal Election Filing Fees (Barbara Monticello)** – Town Clerk, Barbara Monticello, explained that each time there is an election, the Mecklenburg County Board of Election requests that we advise them of any changes to our filing fees. Council has the option of keeping the current filing fees at \$6.00 for Mayor and \$5.00 for a seat on Council, or changing the amount. Council Members were fine with keeping the fees as they are. Council Member Debbie Fowler moved to approve keeping the fees as is with Council Member Melissa Davis seconding the motion. There were ayes by all.
- B. **Solid Waste Ordinance (Ryan Spitzer)** - Town Manager Ryan Spitzer presented an updated solid waste ordinance that was more detailed than in the past to spell out specifics such as where cans should be placed, times they can be placed outside and when they need to be brought back in. Council Member Melissa Davis asked where people that have uneven sidewalks would place their cans, especially some of the residents on Cone Avenue. Mr. Spitzer stated that those situations would have to be taken into consideration. This new

ordinance allows the Code Enforcement Officer to better enforce garbage issues not currently addressed in our ordinance. Council member David Phillips moved to approve this ordinance and Council Member Melissa Davis seconded the motion. There were ayes by all and the new ordinance passed 4-0.

C. **Citizens' Transit Advisory Group** (*Barbara Monticello*) Town Clerk, Barbara Monticello, informed Council that someone from the Charlotte's City Clerk's Office contacted her about an opening on the Citizen's Transit Advisory Group that was vacated by a previous resident that moved from the area. Council Member Joe Maxim introduced Tommy Fellers of Huntley Glen who expressed interest in participating on the Citizens Transit Advisory Group. Council Member Joe Maxim moved to appoint Tommy Fellers to the Citizen's Transit Advisory Group, seconded by Council Member Melissa Davis. Motion passed 4-0.

D. **Staff Update** (*Ryan Spitzer*) – Town Manager, Ryan Spitzer, reported on the following items:

- CATS looking for citizen feedback on Lynx Light Rail expansion project; a series of public meetings has been scheduled and posted on the town's website
- Splash Pad rules and regulations need to be discussed; days/times of operation to be posted in the town newsletter
- Budget Meeting is scheduled for Monday, April 15th and possibly Tuesday, April 16th
- Work session will be held on 4/22/19
- The Brownfields Program process has started regarding the mill property and will last 30 days. Those adjacent to the Mill got notifications mailed to them about the process taking place. Anyone developing the Mill site will receive tax credits for 5 years after becoming part of the Brownfields Program.
- SB355 gives developers a lot more leeway and rights, taking away more local control. Reach out to Senator Marcus with your comments.
- Per Council's request, any developable lands in town will be discussed at next meeting.

Upcoming Town Events were highlighted: PCAA Spring Fling on April 27th, Junk Week from April 22nd through the 26th, and the community yard sale on May 7th.

Mayor Edwards called for a 5-minute recess at 7:02 p.m. before moving into Closed Session.

CLOSED SESSION: At 7:10 p.m. a presentation was made to council regarding an ongoing economic development project. The presentation was both informative and reassuring to council who was not privy to this information previously.

ADJOURNMENT: After the presentation Council Member Joe Maxim moved to exit Closed Session and move back into Open Session, seconded by Mayor Pro Tem David Phillips. There were ayes by all. A brief discussion regarding the gym floor at the Belle Johnston Center and the reason for the clerk's newly hired administrative assistant quitting abruptly took place. Council Member Joe Maxim moved to adjourn the meeting at 9:00 p.m., seconded by Council Member Debbie Fowler. There were ayes by all and the meeting adjourned.

Mayor Jack Edwards

ATTEST: _____

Barbara Monticello, Town Clerk



**MINUTES OF THE
TOWN COUNCIL WORK SESSION OF
MONDAY, APRIL 22, 2019 · 6:00 P.M.
118 COLLEGE ST., PINEVILLE, NC**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, April 22, 2019 at 6:00 p.m. at the Pineville Telephone/Election Co. located at 118 College St. in Pineville.

ATTENDANCE

Mayor: Jack Edwards

Mayor Pro-Tem: David Phillips

Council Members: Melissa Davis, Debbie Fowler and Joe Maxim

Town Manager: Ryan Spitzer

Town Clerk: Barbara Monticello

Attendees: Representatives from Waste Pro, Jennifer Herring and Chip Gingles

CALL TO ORDER

Mayor Edwards called the meeting to order at 6:01 p.m. A motion was made by Council Member David Phillips and seconded by Council Member Debbie Fowler to accept the agenda as is. There were ayes by all and the meeting was opened.

DISCUSSION ITEMS:

- A. Waste Pro:** Representatives Jennifer Herring and Chip Gingles of Waste Pro Introduced themselves. They gave a short presentation and answered questions from council members. Ms. Herring stated that residential/municipal services are their main focus. They service over 250 municipalities and have 75 locations throughout the south east. In North Carolina, they have 16 municipal contracts and are growing at a rapid pace. They have a fleet of 2400 collection vehicles with over 3,000 employees. One of their offices is located in Indian Trail with 60 employees that will be servicing our residents. Being so close, they are able to respond to clients' needs quickly.

Ms. Herring stated that Waste Pro, if selected as the town's service provider, would have a transition plan in place that would include communication with the residents, discussion of distributing new carts throughout the town, attendance at HOA meetings to get the word out, advertise in local papers, etc. Service calendars and company information will be attached to each cart they deliver. Jennifer advised that it would be good to meet with some of the neighborhoods that have special conditions to discuss transitioning – those neighborhoods such as Water Oak, the Cottages, Karen Court Apartments and others.

The company sends their new drivers to a school in Atlanta to learn to operate the trucks. New drivers must pass a test and are offered an incentive for a clean driving record over 3 years. Waste Pro offers a Safety Program incentive which rewards their drivers for being safe. Drivers can earn up to \$10,000 bonus if no complaints are called in or accidents occur during their working hours.

They also use Trac EZ-software to track issues and offer an online portal on their website as well as a link on our website for our residents to access for issues. The system allows them to enter complaints and compliments. Waste Pro can run reports on our area and assure our patrons easy access the system.

The company utilizes a camera system- "Third Eye Camera GPS" giving them 360-degree view around the truck at all times. There are anywhere between 5 to 7 cameras on each truck which are used as training tools for drivers as well as a GPS for the company to verify which houses the drivers have been to.

Waste Pro is big on community involvement and want to partner with the town for events, festivals, chamber of commerce, etc.

Council Member Joe Maxim was concerned about some materials not being accepted for recycling. He had heard glass was no longer being accepted. Jennifer Herring assured Joe that glass is still being accepted for recycling and that managing waste is a continuous educational process. Council Member Melissa Davis asked about hours of operation. The company is experimenting with hours and is willing to work through & resolve issues so as to make themselves available to the customers. This is an ongoing process and work hours are still being assessed. Ms. Davis also wanted to be sure they provide the best customer service and emphasized that customer service is still the most important aspect of any business.

Jennifer Herring advised that their guidelines for the pickup of vegetation were similar to what we had before. Council Member Davis asked if back door service was offered to elderly, sick and disabled residents. Waste Pro will do back door service pickups for these customers. Ms. Herring also stated that the company has had a low turnover rate, with most drivers as well as other employees, working for the company a long time.

Mayor Pro Tem David Phillips asked Ms. Herring what materials the company would not pick up. She answered that the company does not pick up tires, construction debris, TV's and other electronics, as well as any hazardous materials. She also advised that bulk items would need to be scheduled for pick up, but that residents did not have to call in to schedule a pickup for yard waste as it would be done on a weekly basis. Council Member Debbie Fowler voiced concern with the trucks getting through narrow alley ways at the Cottages or other developments with alleys. Town Manager Ryan Spitzer stated that it was in the RFP that the company selected would need to provide smaller trucks for alley way pick up.

Mr. Spitzer advised that Council would vote on which waste company to go with at the May meeting. Ms. Herring stated that it would take about 4-weeks for the carts to be delivered to them and about a week for them to be distributed to us.

- B. Discussion of Beer being sold at Town Events:** Town Manager Ryan Spitzer asked council if they were interested in selling beer at town events. Council Member Melissa Davis stated she was in favor of it as long as there were restrictions in place. It was decided that alcohol would be sold specifically at Fall Fest and Rockin' & Reelin' but only at the events that had bands playing and not during the nights when a movie was featured. It was suggested that the town work with local providers such as Middle James Brewery, Pintville and Kitts Trakside on a rotating basis. It was also recommended patrons over 21 years of age be seated in a separate section so all alcohol is contained to one location at each venue.

Council member Joe Maxim stated this should be considered a privilege, not a right, and asked if we could make the businesses fill out some sort of application. Town Manager Ryan Spitzer explained that by limiting who we asked to come in, we could better regulate them so that an application process wouldn't be necessary. Plus, the town would work with Paschal who have dealt with these situations and can get things moving. Council member David Phillips stated we should definitely try it, as it would be a plus for our town.

- C. **Revised Employee Manual:** Town Manager Ryan Spitzer advised that revisions were made to the Employee Handbook which was distributed to each council member for review. The revisions done in red will be discussed at the May Work Session meeting and voted on at the June Council Meeting. Susan Manning, the Human Resources Director, Domessa Froneberger, along with Mr. Spitzer have already reviewed it and made their comments.
- D. **May Work Session Date:** Town Manager Ryan Spitzer stated that the date for the May Work Session fell on Memorial Day when offices are closed for the holiday and asked Council to consider an alternate date. The developer with plans for the lot on NC51 and Downs Road, will be at the May Work Session. After reviewing their calendars, Council settled on having the May Work Session on Tue May 28th. Additionally, there will be a Telephone Board Meeting on May 16th.

Mayor Edwards stated that the Electricities Conference was being held at the same time as the August Council meeting. The conference is August 11, 12, 13 and 14th and that it was being held in Williamsburg this year. He asked Council once again for an alternate date for their August Council Meeting. Council decided on the August 8th date but it will need to be voted on at the May Meeting.

Council Member Melissa Davis asked if council packets could be delivered on Thursdays instead of Fridays. Mr. Spitzer stated that we would try but that we are often waiting on developers to send plans and other information to us which often is at the last minute.

ADJOURNMENT: There being no further business to discuss, a motion was made by Council Member Melissa Davis and seconded by Mayor Pro-Tem David Phillips to adjourn at 7:00 PM. There were ayes by all and the meeting adjourned.

Jack Edwards, Mayor

ATTEST:

Barbara Monticello, Town Clerk

CONSENT AGENDA ITEMS

- a) Financial Report as of 4/30/19*
- b) Proclamations for: Heritage Day
and Retirement of Principal Brian
Doerer (Barbara Monticello)*
- c) Change date of August Council
Meeting to August 6, 2019*
- d) Resolution 2019-04 for Surplus
Items*

Town of Pineville
Budget vs. Actual
4/30/2019

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Property Tax	\$ 6,475,000	\$ 6,766,068	104.50%
Prepared Food Tax	625,000	735,088	117.61%
Room Occupancy	590,000	477,027	80.85%
Franchise Tax	900,000	782,436	86.94%
Sales Tax	1,200,000	1,246,784	103.90%
Storm Water	405,000	317,240	78.33%
Powell Bill	201,760	207,614	102.90%
Other	1,426,735	1,513,800	106.10%
Appropriated F/B - Cultural Reserve	68,000	68,000	100.00%
Appropriated F/B - Restricted Police	166,000	166,000	100.00%
Appropriated F/B General	682,925	682,925	100.00%
Total	\$ 12,740,420	\$ 12,962,982	101.75%
Expenditures			
Governing Board	\$ 210,861	\$ 225,867	107.12%
Administration	792,274	538,591	67.98%
Zoning	329,513	249,674	75.77%
Police	5,142,487	4,457,136	86.67%
Fire	2,097,600	1,941,217	92.54%
Public Works	711,005	545,016	76.65%
Storm Water	422,488	320,019	75.75%
Powell Bill	594,000	474,275	79.84%
Sanitation	437,750	343,391	78.44%
Recreation	576,139	342,172	59.39%
Cultural/Tourism	1,334,503	1,205,460	90.33%
Cemetery	4,000	1,490	37.26%
Contingency	87,800	-	0.00%
Total	\$ 12,740,420	\$ 10,644,308	83.55%

Town Of Pineville
Johnston Road Realignment
4/30/19

	FY17	FY18	FY19	Total Project	Project Budget
<u>Road Realignment Revenue</u>					
DOT grant	-	-	-	-	
General Fund Balance				1,957,000	1,957,000
Total Road Realignment Revenue	-	-	-	1,957,000	1,957,000
<u>Road Realignment Expense</u>					
Land/Building	-	731,228	6,586	737,814	725,000
Engineering	-	74,089	47,278	121,367	307,000
Construction	-	-		-	925,000
Total Road Realignment Expense	-	805,317	53,863	859,180	1,957,000

Town Of Pineville
Splash Pad/Dog Park
4/30/19

	FY17	FY18	FY19	Total Project	Project Budget
Cultural & Tourism Reserves	-			361,460	361,460
Part F Grant	-	-	129,465	361,460	361,460
Transfer from Cultural & Tourism					50,000
Total Part F Grant Revenue	-	-	129,465	722,920	772,920
Part F Grant Expense					
6201.7200.70	32,656	61,816	200,557	295,029	772,920
6201.7400.70				-	
Total Part F Grant Expense	32,656	61,816	200,557	295,029	772,920

Town of Pineville
Electric Fund
4/30/2019

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Electric	12,989,851	10,092,220	77.69%
Expenditures			
Administration & Billing Support	468,371	415,341	88.68%
Purchased electricity	9,146,980	6,830,289	74.67%
Operations and Maintenance	3,374,500	1,508,120	44.69%
Total	<u>12,989,951</u>	<u>8,753,750</u>	67.39%

Town of Pineville
ILEC Telephone Fund
4/30/2019

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Revenues	1,604,540	1,299,035	80.96%
Telephone Reserves	1,510,610	1,510,610	100.00%
Total Revenue	<u>3,115,150</u>	<u>2,809,645</u>	<u>90.19%</u>
Expenditures			
Operating Transfer Out	499,357	499,357	100.00%
Operating Expenses	1,216,043	963,205	79.21%
Plant under Construction	<u>1,399,750</u>	<u>150,211</u>	<u>10.73%</u>
Total	<u>3,115,150</u>	<u>1,612,773</u>	<u>51.77%</u>

Town of Pineville
 CLEC Telephone Fund
 4/30/2019

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Revenue	999,254	909,832	91.05%
Transfer from ILEC	499,357	499,357	100.00%
Total	<u>1,498,611</u>	<u>1,409,189</u>	<u>94.03%</u>
Expenditures			
Operating Expenses	1,347,211	1,312,132	97.40%
Plant under Construction	<u>151,400</u>	<u>4,110</u>	<u>2.71%</u>
Total	<u>1,498,611</u>	<u>1,316,242</u>	<u>87.83%</u>



**A PROCLAMATION BY
THE MAYOR of PINEVILLE, N.C.
DECLARING JUNE 3, 2019
AS PINEVILLE HERITAGE DAY**

WHEREAS, the history of Pineville began over 200 years ago at the junction of two
rivers, the birthplace of the 11th President of the United States, James K. Polk, was
founded for its beautiful tall pines, was incorporated in 1873, and today boasts a
population of roughly 9,000 residents, and;

WHEREAS, In the 1890s Dover Yarn Mills established a cotton mill in Pineville, later
became Cone Mills, Inc., which operated in the town until the late 1970s, and;

WHEREAS, we recognize the fine heritage of the State of North Carolina where mill
workers forged small, close-knit communities like Pineville, leaving behind a rich legacy and
way of life from the values they bestowed upon us, and;

WHEREAS, we recognize the educational value of Pineville Elementary students
experiencing the heritage of their community by participating in Pineville Heritage Day,
learning the way of life of our early settlers taught to them by members of the James K. Polk
Memorial site.

**I, JACK EDWARDS, MAYOR OF PINEVILLE, THEREFORE, DO NOW
PROCLAIM**, in conjunction with the State of North Carolina and Pineville Elementary School
participants, June 3, 2019, as **PINEVILLE HERITAGE DAY**.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the **GREAT
SEAL OF PINEVILLE** to be affixed this 3rd day of June in the year of our Lord two
thousand and nineteen.

Mayor Jack Edwards





**A PROCLAMATION IN RECOGNITION
OF BRIAN DOERER FOR HIS YEARS OF SERVICE
AS PRINCIPAL OF PINEVILLE ELEMENTARY SCHOOL**

WHEREAS, the Town of Pineville would like to recognize Brian Doerer, for his 15 years of dedicated service as Principal of Pineville Elementary School; and

WHEREAS, Mr. Doerer was raised in White Bear Lake, MN, graduated from Augsburg College in Minneapolis and moved to North Carolina in hopes of starting his teaching career; and

WHEREAS, he taught 5th grade for five and a half years for the Charlotte-Mecklenburg School System; and

WHEREAS, he received his Masters of Teaching and Administrative Certification from the University of North Carolina in Charlotte followed by a principal fellowship and internship at several CMS schools; and

WHEREAS, he was an Assistant Principal for seven years at three different schools before becoming Principal at Pineville Elementary School; and

WHEREAS, he has remained Principal of Pineville Elementary School for 15 years.

NOW, THEREFORE, I, Mayor Jack Edwards, do hereby recognize Brian Doerer for his 15 years of commitment and enthusiasm as Principal of Pineville Elementary School and for his outstanding career in education for the past 30 years. I further urge the citizens of Pineville to join in wishing him well in his retirement and thanking him for his years of dedication and service to the many students who have attended Pineville Elementary throughout the years.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the **GREAT SEAL OF PINEVILLE** to be affixed on this 14th day of May in the year of our Lord two thousand and nineteen.

Mayor Jack Edwards



RESOLUTION NO. 2019-04

**RESOLUTION OF THE TOWN OF PINEVILLE, NORTH
CAROLINA DECLARING SURPLUS ITEMS FOR SALE
VIA ELECTRONIC AUCTION AND/OR DISPOSAL VIA
DONATION OR RECYCLE**

WHEREAS, G.S 160A-265 authorizes the Town Council to dispose of surplus property and G. S. 160A-270 (c) authorizes the sale of surplus property by means of electronic auction; and

WHEREAS, the Town Manager, along with Department Heads, have declared surplus and unusable personal property as listed in "Exhibit A";

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Town Council hereby authorize the Town Manager to dispose of the listed items by utilizing the on-line internet auction services of Public Surplus and/or Gov Deals and the Town Clerk to dispose of other surplus items via donation or recycling of such items. The Town Manager and Town Clerk shall have the right to add or delete from the properties listed and any items not sold may be disposed of by any other means available, including sale at public auction, donation to non-profit organization, or destruction, whichever is deemed to be in the best interest of the Town.

Adopted this _____ day of May, 2019.

SEAL:

Mayor Jack Edwards

ATTEST:

Barbara Monticello, Town Clerk

EXHIBIT "A"

Surplus Property for Auction, Donation, Recycling, Destruction, Sale

Surplus Items

QTY	DEPT	DESC	Vin/Model/Serial #	How Disposed Of	Effective Date	
1	PD	2009 Ford Crown Vic	Vin# 109332	Online Auction	5/14/19	
1	PD	2009 Ford Crown Vic	Vin # 109331	Online Auction	5/14/19	
1	PD	2008 Ford Crown Vic	Vin # 112383	Online Auction	5/14/19	
1	PD	2010 Ford Crown Vic	Vin# 104482	Online Auction	5/14/19	
1	PD	2004 Ford Crown Vic	Vin# 134020	Online Auction	5/14/19	
1	PD	2008 Toyota Tundra	Vin# 459698	Online Auction	5/14/19	

Public Hearings

**A) Public Hearing on FY 2019-2020
Budget (Informational)**



FY 2019-2020 Budget Message

Over the last six months, Pineville staff members have worked to finalize the proposed 2019-2020 Fiscal Year Budget. This year's total budget of \$36,856,127 for General Fund, Restricted Fund, Telephone, Electric Fund, and Capital Improvement Plan is presented in a balanced format, with careful consideration in mind to the continuing the high service level standards the Town of Pineville wishes to provide.

This year was a reevaluation year for Mecklenburg County and subsequently the Town of Pineville. The new valuation of real estate within in the town increased by an average of 42.7%. Commercial properties had the largest increase averaging around 65% per parcel. The increase in valuation of real estate as well as the potential sale of properties accounted for the majority of the increases within the General Fund. The increase in revenue was used to invest in infrastructure projects that had been put off for many years. Town Departments' operating expenses held flat from last year.

Town Council made the decision, because of the increase in reevaluation, to drop the tax rate from \$0.38 to \$0.35 while still funding critical infrastructure projects and projects to increase the quality of life of residents in Pineville. Below is a synopsis of the General Fund, Electric Fund and Telecommunications Fund as well as major investments in the Capital Improvement Plan (CIP).

General Fund

In developing the budget proposal for the General Fund Departments, each department was evaluated to determine priority services and expenditures, as well as evaluation of past trends in the expenditures of each department. Department level spending stayed relatively flat to last year. The major factors in the increases were due to increases in health insurance costs and the funding of capital projects.

As the Town is looking at how to not only improve itself now, but well into the future, the implementation of a Capital Improvement Plan (CIP) was started last year that will help the Town identify and plan for larger capital expenditures over a 5-10 year period. The CIP was expanded this year so Council could get a look at expenditures five (5) to eight (8) years in the future for planning purposes. When looking five (5) years in the future and accounting for a three percent growth rate in costs it was discovered that the town will have a deficit the next two years and then will have a surplus in years four (4) and five (5). Because of this Council decided to put some funds in the fund balance in anticipation of

spending it next year so as not to have to raise taxes. One of the major CIP projects that will be paid off this year is the debt payment for Jack Hughes Park.

Revenues

As stated above revenues increased by \$5.4 million over the previous year. This was due to both the reevaluation as well as the one time receivable of \$3.5 million from the sale of assets. All other revenue projections have remained relatively flat from the previous fiscal year.

The reevaluation this year had the taxable property in the town increase by about 42%. As part of any reevaluation, the Town must look at what a revenue neutral rate would be given the historical growth of the town since the last valuation. This growth rate was 2.1%. With the growth rate factored in the revenue neutral rate would be \$0.273, or \$0.10 lower than the tax rate is currently.

Council has determined, due to significant investments in capital that the tax rate would decrease by \$0.03 to \$0.35 in the upcoming budget year. There are no fee increases in this fiscal year from last fiscal year. In addition, as has been the general guidance of Town Council, there will be no charges for services such as solid waste and vehicle registration. Most other municipalities in Mecklenburg County charge for both of these.

Expenses

In the Fall of 2018 Town Council had a Strategic Visioning Retreat where they established their one (1), three (3), and five (5) year goals. Most of these goals had to do with quality of life for residents and improving mobility for residents to move through town. Department Heads were given the directive to budget towards meeting these strategic goals in order to realize the vision of the Town Council. This is why the operating budgets of the general fund departments are remaining relatively flat. The main cost drivers are related to studies so the town can have a good foundation to build from and be able to spend money where it will have the biggest impact as well as beginning on the infrastructure projects that the town has had to put off. I will go through some of the pillars Town Council set during the strategic visioning process and how we are meeting those through the General Fund Budget. I will also include some highlights of Capital Projects.

Pillar 3: Improve Infrastructure. The received about \$200,000 a year from the State of North Carolina to do street surface repair. Oftentimes this is not enough money to do all of the repairs that are needed so we have to prioritize projects as well as augment this money with general fund dollars. This year we have committed over \$500,000 more dollars to do street improvements. These projects will help with flooding of people's yards, pothole repairs, and infrastructure improvements on Lynwood and Lakeview that are drastically necessary.

This budget also is investing in a mobility plan that will provide the town with a blueprint of where to improve or build new sidewalks, where to create bike lanes, and investments in other multi-modal transportation that will enhance opportunities to connect all neighborhoods with economic centers and other attractions in town. There will also be a commitment of \$120,000 a year moving forward to preform projects in the mobility plan.

The town is also funding a new town hall and library in this budget that will give residents a place to meet and gather and a one-stop shop for town needs. This project will be a combination building that will have a 20,000 sqft library on the first floor with a town hall above. We see this as not only an amenity for citizens, but also an economic development tool for the Town.

Pillar 4: Improve Amenities. The debt obligation for Jack Hughes Park will be paid off in this budget. This will allow the town to spend the remaining \$150,000 on an all-inclusive, ADA accessible playground at the Belle Johnston Community Center, which will benefit all kids in the community. Because the debt obligation will be done in FY19-20 Budget the town will embark on a Parks and Recreation Master Development Plan update that will receive input from citizens on what they want in a Parks and Recreation Program in the future. We will use this study to program the future capital improvements for park amenities for years to come.

Town Council has been committed to the Arts scene for many years. This year is no different. Included is funding for the ASC, additional funding for Pineville Players, and increased involvement in bringing arts and cultural activities to the town throughout the year. These investments provide Pineville citizens with a wide array of quality of life activities that are necessary for a top class municipality to provide.

Pillar 2: Promote Economic Development. As stated above the town is investing in a new town hall and library building that will promote economic development downtown. This also comes with still actively promoting the Cone Mills site and beginning infrastructure improvements on site. The Brownfields Agreement and designation will be completed in June 2019.

Finally, the backbone of any good organization is good employees. Town Council has committed to raising the minimum wage for each employee in this budget to \$15 per hour and also spend \$50,000 on merit increases for employees that was begun in January 2019 as an outcome to the salary and compensation study conducted. Council has made the commitment to continue with these investments in to the future to make sure our employees are fairly compensated against surrounding municipalities.

Enterprise Funds

The Enterprise Funds of the Town of Pineville consists of the Electric Fund and the ILEC and CLEC Funds for the operation of Pineville Communication System (PCS). PCS is a locally owned internet, television, and telephone company that serves areas of Pineville. These funds are self-sustaining meaning that no General Fund dollars are used to augment their operation. Revenues received through services are used to fund expenditures.

Revenues

The Electric Fund will see a one-time payment of \$1.75 million from a bond proceed repayment as part of the town being a part of NCMPA1. This proceed coupled with better than expected wholesale prices for electricity will mean that the Town will not have to raise rates this year to cover expenses. This will be the third year in a row where electric rates for Pineville customers have not changed. Other electric providers have not been able to do this for its customers in Pineville.

In FY 2018-2019 PCS conducted a study to obtain a strategic vision of where the telecommunications industry is moving to in the future. This was the first study of this type that PCS has undertaken and will

be completed in June 2019. This will allow PCS and the town to move the company towards those services that will be growing in the future and focus on those services for the future viability of PCS. This industry is fast changing and PCS needs to stay nimble in its availability to change, which is often not a core function on how governments are supposed to work. Over the past year, PCS has been keeping track of services purchased by customers. As can be expected with the current industry trends, internet has been the service that has grown. This is buoyed by the fact that PCS can offer gig service to customers throughout town.

Expenses

As has been the theme throughout this year's budget, the Electric Fund is significantly funding capital projects and employees. There is \$2.2 million proposed for funding capital projects such as the last phase of the mall upgrade, automated metering technology and asset management.

These projects will increase reliability and efficiency within the town's system. The town already has a reliability rate of 99.99%, but there is always room to improve. Upgrades to the mall will increase the reliability of the infrastructure for the town's largest customer. By reducing power outages at the mall the town improves customer service and allows the mall to operate at its highest possible level. The automated metering system, which the town is starting with a pilot of ten (10) customers this year, will decrease the amount of time workers are spent doing manual reads. This will increase the efficiency of workers allowing them to focus on other service level projects such as streetlights, infrastructure repair, and assisting other departments in a timely manner. Finally, an asset management system or SCADA system incorporated in to the new substation will allow for real-time diagnostics of problems. The SCADA system will allow the manager on duty to diagnose problems in a quick manner after working hours.

The operating budget of PCS will be similar to previous year's budget, where general operating and capital requests are funded by revenue generated by the sale of services. For capital projects, it is anticipated to pull from the reserve funds. It is anticipated that PCS will spend \$1.5 million on plant under construction to keep up with growth in Pineville as well as to get high-speed internet in areas that currently is not at. These capital projects are to keep up with current and future demand for services because if the infrastructure is not deployed at the beginning of projects then customer uptake becomes harder and buildout becomes more expensive.

Lastly, In this year's budget we are also making a commitment to employees in the Electric Department and PCS, just like we are in the General Fund. Without our employees we could not provide the high level of service that we do. The Town is spending \$80,000 in merit increases for the Electric Department as well as hiring a new lineman to improve the productivity of the crew.

Closing Remarks

I would like to thank each of the Department Managers, as they have been an integral part of the budget development process. Each department manager really looked at their respective budgets and presented to me items that were necessary for the daily operation of their department. I would also like to thank our Finance Director, Mr. Richard Dixon, for his assistance with the creation of the proposed

budget. Richard works hard on putting the information together and getting all of the changes positioned in to the document.

I would also like to thank each of the Town Council members for their direction and insight into how they envision both the short and long-term future of the Town. Your knowledge and input has been a tremendous resource for us as we worked through the development of the proposed budget. We are excited about the new details provided in this budget, and we feel confident that the Town is taking steps forward and improving upon what is truly a great place to live, work, and play.

Respectfully,

Ryan Spitzer
Town Manager
Town of Pineville

DRAFT FY19-20 BUDGET ORDINANCE

		FY20
General Fund	10	
<i>Appropriations</i>		
<i>General Government:</i>		
Governing Board	4900	121,500
Administration	4200	5,550,835
Planning and Zoning	4100	368,222
Human Resources	4300	<u>201,083</u>
		6,241,640
 <i>Public Safety:</i>		
Police	5100	5,268,789
Fire	5300	<u>1,034,100</u>
		6,302,889
 <i>Transportation/Public Works:</i>		
Public works	5600	771,215
Powell Bill	5700	<u>748,500</u>
		1,519,715
 <i>Environmental Protection:</i>		
Storm Water	5705	431,375
Sanitation	5800	600,000
Cemetery	6400	<u>4,000</u>
		1,035,375
 <i>Recreation/Cultural/Tourism:</i>		
Parks and Recreation	6200	592,578
Culture and Tourism	6300	<u>1,373,185</u>
		1,965,763
 <i>Contingency:</i>		
	9990	738,841
 Total		 17,804,223
 <i>Revenues</i>		
Property taxes	3010.0100.10	8,661,222
Payment in Lieu of Taxes	3190.0000.10	40,000
Powell Bill	3430.0000.10	180,000
Franchise taxes	3370.0000.10	900,000
Local option sales tax	3450.0000.10	1,320,000
Storm water	3360.1100.10	405,000

Room occupancy	3270.0000.10	590,000
Prepared food tax	3265.0000.10	650,000
U Drive It	3280.0000.10	250,000
Sale of fixed asset	3830.0000.10	3,500,000
Other revenues	3350.0000.10	869,816
Cultural Tourism reserves		133,185
Transfer from fund balance	3991.1000.10	-
Police restricted reserves	3991.1000.10	205,000
Interest on investments	3290.1000.10	100,000

Total **17,804,223**

911 Fund	20	
<i>Appropriations</i>		
Operations	5102	73,459
<i>Revenues</i>		
Emergency System Revenues	3250.0000.20	72,759
911 PSAP Fund Balance		
Interest	3290.1000.20	700
		73,459

Electric	30	
<i>Appropriations</i>		
Contracted service	8300	9,352,035
Operations and Maint	8380	1,309,500
Contingency reserve		1,481,608
Capital Outlay		2,295,000
		14,438,143
<i>Revenues</i>		
Electric usage charges	3710.0000.30	12,577,143
Interest on investments	3290.1000.30	10,000
Rental Income	3310.0000.30	30,000
Other revenue	3350.0000.30	71,000
Oproceeds from refunding		1,750,000
Electric Reserves		-
		14,438,143

Appropriations

Operations & capital outlay	6120-8510	2,317,046
Transfer to CLEC		<u>357,749</u>
Total		2,674,795

Revenues

Interest on investments	5732.0000.32	150,000
Revenues		1,314,345
Telephone Reserves		<u>1,210,450</u>
		2,674,795

CLEC Telephone

42

Appropriations

Operations & capital outlay	6120-6720	1,391,353
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Revenues

CLEC	5280.6000.42	1,033,604
Transfer from ILEC		<u>357,749</u>
		1,391,353

Rate Stabilization

31

Appropriations

Rate Stabilization Operations		4,000
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Revenues

Interest on investments		4,000
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8 Year CIP Projections

Costs Estimate	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Administration								
Economic Development	\$3,500,000	\$3,500,000						
IT capital		\$35,000			\$24,763			
Computers		\$35,000	\$35,000	\$30,000	\$10,000	\$10,300	\$10,609	\$11,255
Town Hall (20yr@4%)	\$11,500,000		\$836,253	\$836,253	\$836,253	\$836,253	\$836,253	\$836,253
Town Hall Arch/Eng (15%)	\$1,725,000	\$862,500	\$862,500					
Economic Development-Infrastructure		\$500,000	\$500,000	\$500,000				
		\$4,932,500						
Fire Department								
New building/land (20yr@4%)	\$4,200,000			\$305,414	\$305,414	\$305,414	\$305,414	\$305,414
Building Arch/Eng (15%)	\$480,000		\$240,000	\$240,000				
Engine Truck (2005) - 10yrs@3%	\$800,000		\$92,699	\$92,699	\$92,699	\$92,699	\$92,699	\$92,699
Engine Truck (2005) - 10yrs@3%	\$825,000		\$92,699	\$92,699	\$92,699	\$92,699	\$92,699	\$92,699
Engine Truck (2010) - 10 yrs@3%	\$900,000							
Heater Replacement - 4	\$17,000	\$17,000						\$104,286
Vehicle-Tahoe	\$50,000	\$41,000						
Equipment for new ladder truck	\$68,000	\$68,000						
		\$126,000						
PD								
Vehicles (4)		\$220,000	\$226,600	\$233,398	\$240,400	\$247,612	\$255,040	\$262,692
								\$270,572
Public Works								
Lowry St Sidewalks		\$500,000						
Mobility Connections (study FY2020)			\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
MAC Scan Tablet	\$4,000	\$4,000						
Bobcat Mini	\$34,000	\$17,000						
Electric Spreader	\$6,800	\$3,400						
Dingo Wide Track	\$39,439			\$39,439				
Snap-on Zues, Euro Scan Tool	\$11,690		\$11,690					
Scag Turf Tiger	\$12,149			\$12,149				
Z3 standon blower	\$9,199				\$9,199			
Billy Goat 2500S/Debris Truck Loader	\$4,890				\$4,890			
		\$24,400						
Cultural Tourism								
Project			\$338,500	\$338,500	\$338,500	\$338,500	\$338,500	\$338,500
Sidewalk Repair - lake park		\$148,000	\$148,000					
Mower Lift	\$7,000			\$7,000				
Accessible Playground	\$150,000	\$150,000						
Trash Cans - Lake Park	\$16,000		\$16,000					
Ford F-150	\$36,000			\$36,000				
		\$298,000						

8 Year CIP Projections

Costs Estimate	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
Parks and Recreation									
Roof at BJCC	\$56,000	\$56,000							
A/C replacement	\$6,500		\$6,500						
Dehumidifier at the HUT	\$8,500	\$8,500							
Trash Cans	\$8,250	\$12,000							
		\$76,500							
Stormwater									
Bobcat Mini	\$34,000	\$17,000							
Electric Spreader	\$6,800	\$3,400							
Ravo (Vac Truck)	\$300,000		\$300,000						
Concrete Floor - Building #2	\$17,500			\$17,500					
Meyer Lot Pro Snow Plow	\$7,610								
		\$20,400				\$7,610			
Powell Bill									
Paving		\$640,000	\$659,200	\$678,976	\$699,345	\$720,326	\$741,935	\$764,193	
Sidewalks Repairs		\$50,000	\$55,000	\$60,500	\$66,550	\$73,205	\$80,526	\$88,578	
		\$690,000						\$97,436	
Total - General Fund:	\$24,841,327	\$6,387,800	\$5,070,641	\$3,670,527	\$2,870,712	\$2,874,618	\$2,903,675	\$2,941,955	\$3,086,233
Telephone									
ILEC - CIP		\$1,185,450	\$150,000						
CLEC - CIP		\$175,800	\$135,000						
Capital		\$25,000							
Total - PCS:		\$1,386,250							
Electric									
Vehicles		\$45,000							
Carolina Place Mall Infrastructure		\$500,000							
Substation Improvements		\$200,000							
Residential Developments		\$250,000	\$200,000						
Industrial Drive Infrastructure		\$300,000							
Electric Storage Lot		\$300,000	\$300,000	\$300,000	\$300,000				
Asset Management		\$200,000	\$200,000	\$250,000	\$300,000				
AMI		\$500,000	\$700,000						
Total - Electric:	\$2,295,000	\$1,400,000	\$550,000	\$600,000					
Total - Enterprise Funds	\$3,681,250	\$1,400,000	\$550,000	\$600,000	\$0	\$0	\$0	\$0	
Grand Total:	\$10,069,050	\$6,470,641	\$4,220,527	\$3,470,712	\$2,874,618	\$2,903,675	\$2,941,955	\$3,086,233	

OLD BUSINESS

A. Proposed Amendments to Town Code for On- Street Parking

Memorandum



To: Town Council

From: Travis Morgan

Date: 5/8/2019

Re: Tractor Trailer Street Parking Clarification (*Action Item*)

Staff Update: Staff has meet with the concerned resident and updated the proposed updates for on street parking to clarify what is permitted. Vehicles above 10,000 pounds, vehicles bodies wider than 90 inches, or vans larger than 15 passenger are not permitted for on street parking. The same 15' free and clear travel lane still applies so in some places on street parking still isn't permitted where the road is too narrow. The proposal is a clarification and relaxes current language up from 80 inches and 5,000 pounds to 90 inches and 10,000 pounds.

Proposed:

TOWN CODE:

72.14 ON STREET PARKING AND VEHICLES IN EXCESS OF 90 INCHES IN WIDTH.

(A) It shall be unlawful for any person to park any vehicle, trailer, material, or equipment which shall have a width in excess of 90 inches, and/or any commercial vehicle, and/or any vehicle over ten thousand (10,000) pounds upon any street or street right-of-way within the town.

(B) Section A shall not apply to vehicles used in association with any government approved roadway or utility project such as road repaving or where specifically designed and approved for on street commercial vehicle parking/loading as approved by Pineville Town Council.

Definition added:

Commercial Vehicle: Any vehicle or equipment other than a customary residential two or four door passenger car, pick-up truck, Sport Utility Vehicle (SUV) or passenger van over 15 passengers.

ZONING ORDINANCE:

7.21.2 Commercial Vehicles

For any residential zoning use or residential zoned property, commercial vehicles shall be prohibited unless where otherwise permitted in the Town Code. *See also Town Code 72.04.*

This requirement shall not be interpreted to prohibit vehicles used in association with moving activities such as loading and unloading household goods limited to a period not to exceed forty eight (48) hours or vehicles in association with an active construction project with valid and approved building permits.

No residentially-developed lot may be used as the base of operation for any freight hauling truck.

Definition added:

Commercial Vehicle: Any vehicle or equipment other than a customary residential two or four door passenger car, pick-up truck, Sport Utility Vehicle (SUV) or passenger van over 15 passengers.

STAFF COMMENTS:

Staff has updated the numbers to reflect larger passenger vehicles today. We have also added a definition of commercial vehicle to help clarify the language and enforcement as well. Allowances for temporary moving trucks and vehicles used for construction projects was also included. These updates are to the zoning ordinance and town code. Zoning ordinance defaults to allowed vehicles in the front side and rear yard that we previously approved under the town code 72.04 so no changes in allowances there. Staff welcomes any feedback or recommendations.

PROCEDURE:

This is currently a discussion item. The Town Code is a stand-alone ordinance and does not require Planning Board review but any input is welcome. Planning Board recommendation is needed for Zoning Ordinance amendments. This is the public hearing for Council and/or Planning Board to gain input from staff, public, and the applicant about the proposal. This meeting is to familiarize you with the request and to hear any public comment.

NEW BUSINESS

- A. Update on Splash Pad**
- B. Vote on Solid Waste Contract**
- C. Vehicle Use Policy**
- D. Staff Update:**
 - 1) Manager's Report*
 - 2) Calendar of Events*

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 5/9/2019

Re: Solid Waste Contract

Overview:

The current Solid Waste Contract with Signature Waste is expiring on June 30, 2019. As with any contract that is expiring the town put out an Invitation for Bids so companies could provide prices for providing trash and recycling services to the town and its residents.

The town received two bids for providing this service. The two companies who gave prices were Signature Waste, the current company, and WastePro. After staff examined the services that each would provide and their committed service level, staff recommended WastePro to Town Council. Town Council then interviewed WastePro at a Work Session and were satisfied with their level of service as outlined in the bid response document.

The new yearly cost of trash and recycling pick-up will be \$600,000. This is a 21% increase from the current contracted amount. This will be a five (5) year contract with the option of renewing for two (2) additional years. Pick-up dates and times will remain as they currently are so there will be no disruption of services for residents. In the event there is a disagreement in the level of service provided by WastePro, the town has to give a 180 day notice of the cancellation of the contract.

Attachments:

Draft Contract

Recommendation:

Contract with WastePro to provide trash and recycling services to the Town.

Procedure:

Action Item if agreeable to language

SPECIFICATIONS AND AGREEMENT SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered into this 1st day of July 2019 by and between Waste Pro of North Carolina, INC., licensed to do business in North Carolina (hereinafter referred to as the Contractor), and the Town of Pineville a municipal corporation incorporated under the laws of North Carolina (hereinafter referred to as Town).

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

1. **Term:** The term of this Agreement shall be for a period of approximately five (5) years beginning on July 1, 2019 and ending at midnight on June 30, 2024 subject to extension or termination as hereinafter set forth. At the end of the initial term, the contract may with mutual consent be extended for two (2) additional one (1) year terms.
2. **Performance Duties:** The Contractor shall do all the work and furnish, at its own expense. Performance of the Contractor's duties shall be governed by the provisions set forth as specified by the terms of this agreement.
3. **Territory:** The Contractor is hereby granted the nonexclusive franchise, license and privilege to and hereby agrees to provide the services hereinafter described in all areas of the corporate limits of the Town during the term of this agreement.
4. **Quantities and Unit Pricing:** The quantities listed in the proposal are estimates of the actual units to be served as provided to the Town on July 1, 2019 by the Contractor and determined to be acceptable and reasonable by town staff. Actual quantities for residential, and approved non-residential, shall be adjusted every two (2) months on or about September 1st, during the contract period with the quantities being determined from a unit count survey which will be coordinated and/or conducted concurrently by both the Contractor and the Town to correspond with the actual number of units to be serviced the first day of each two month period. In the case of annexation(s) the Contractor shall be entitled to additional compensation beginning with the first day services are required of it in any newly annexed area in accordance with the per unit cost determined by a unit count survey, which will be coordinated and conducted concurrently by both the contractor and the Town to correspond with the actual number of units to be serviced the first day of service per a schedule hereinafter set forth.

Each unit will be provided with one (1) 96-gallon roll-out containers for the collection of solid waste and one (1) 96-gallon roll-out container for recyclables, and added to with the approval of the Town. If the owner of the residence requests additional carts, other than the one (1) solid waste container and one (1) recyclable container, they will be responsible for paying the monthly fee of the any additional containers, unless approved by the Town. Collection will be provided for on a weekly basis for garbage collection, yard, and bulk items per specifications. Recycling pick-up will be bi-weekly on an agreed upon schedule by the Town and Contractor. Pick-up will be curbside unless otherwise noted in the specifications. The fees for services are as follows:

- (1) The individual solid waste unit process for curbside collection for all residential customers with one (1) ninety-six (96) gallon rollout container shall be **\$10.76** per unit per month during the initial one-year term of this contract.

- (2) The rate of payment to the Contractor for the residential pickup of recyclables in one (1) ninety-six-gallon rollout container shall be **\$6.09** per unit per month. Should the current agreement with the Mecklenburg County Materials Recovery Facility change during the life of this Agreement adjustments would be required in the collection rate. Any materials added or deleted from the program must be by mutual consent.
- (3) The rate of payment to the Contractor for yard waste and bulky items herein shall be **\$4.11** per unit per month. Bulky items are limited to residential debris and not to construction or renovation projects even if by homeowner. A definition of Bulk Items is included in the specifications.
- (4) Annual Cost of Living Adjustment. Years 2 through year 5 will be 3% per year. This adjustment will be reflective July 1 starting in year 2.
- (5) Annual Fuel Cost Adjustment. Years 2 through year 5 up to 6% per year depending on fuel cost.

These rates may also be adjusted to reflect additional direct costs incurred by the Contractor in the collection or disposal of solid waste pursuant to this Agreement as the result of changes to federal, state or local laws, ordinances, rules or regulations.

5. **Schedule of Payment:** The amount due the Contractor shall be paid by the Town to the Contractor monthly on or before the 15th working day of each calendar month which the billing covers. This payment schedule will be based upon the Contractor properly invoicing the Town for the monthly amount by the first (1st) day of the month. The Contractor's sole recourse for payment is with the town only, and not to any customer of the Town.
6. **Service and Schedule of Service:** The Contractor shall collect garbage, yard waste and bulky items from all designated town residences, () on July 1, 2019, at street curbs (unless otherwise stated) from garbage carts once each week, and recycling bi-weekly, on an approved schedule to be provided by the Contractor with allowance for holidays as hereinafter set forth. In the event a cart is filled to overflowing and a bag is placed on the cart, the bag must be collected. In the event that the contractor is notified by the customer or Town designated official of a Missed-Pick-up the contractor has twenty-four (24) hours to collect the missed pick-up or prove with pictures and GPS that service has been completed. Also, any missed pick-up reported to the Contractor after twenty-four (24) hours of the customer's normal service day, that customer will be serviced the following week on their normal service day and contractor will allow for the extra bags of trash.

The Contractor shall maintain and replace the ninety-six (96) gallon carts as necessary at the Contractor's expense. New carts provided by the Contractor shall be a standard Waste Pro color.

Collection shall not begin prior to 7:00 a.m. of the standard time then in effect, and shall be completed no later than 7:00 p.m. No collections shall be made on Sunday in areas zoned residential. The parties acknowledge that there are residential units occupied by individuals who have been determined by medical certification or by the Town as to being unable to move the garbage cart to the street curb. For these residents, after approved by the Town Manager, the Contractor shall collect the garbage of the residence from the garbage cart at or near the back door of the residence. The Town Manager will inform the Contractor of all

residents preapproved for special circumstances. No additional fees are to be charged for these collections. The total number of customers for this service should never exceed 5% of total customers serviced for the Town.

- 7. Missed Collections:** A Missed Collection is defined as a failure of the Contractor to properly service a unit or address. Missed Collections are counted only as legitimate misses that are of no fault to the contractor (such as wrong cart being placed for pickup, or the customer's cart not being placed at the street by 7:00am, etc.). Also, a missed collection is only counted if the Contractor has been notified by the customer or the Town and has not provided service to the customer within twenty-four (24) hours, after being notified by the customer or the Town of the missed collection. The Contractor and Town will use GPS and picture evidence to determine a legitimate miss if necessary. Should the Contractor legitimately fail to collect any refuse by the times specified, the Contractor shall pay the Town damages in the following amounts:

 - (1) Twenty dollars (\$20) for each of the eleventh (11) to the twentieth (20) Missed Collections during any one (1) calendar month;
 - (2) Fifty dollars (\$50) for any Missed Collection beyond twenty-one (21) Missed Collections during any one (1) calendar month.
- 8. Area Misses:** An Area Miss occurs when the Contractor fails to provide collection service to a singular area of more than seventy-five (75) units (such as a street, multifamily unit, or subdivision). The Contractor shall respond to an Area Miss in the same timeframe and manner specified in Section 6 & 7 above. The Contractor shall pay the Town damages in the amount of one thousand dollars (\$1,000) for the first seventy-five (75) units missed, and an additional twenty dollars (\$20) for each unit missed over the first seventy-five (75).
- 9. Service by the Town:** The Contractor shall remain responsible for providing all collections. However, if the Contractor fails to pick up a Missed Collection or Request for Service by a customer during the timeframe outlined in Section 6 and Section 7, the Town may, at its sole discretion, provide the collection service and charge the Contractor collection damages of seventy dollars (\$70) for each collection point serviced by the Town. The Town shall not provide service until the twenty-four (24) hour notice period to the Contractor has expired, unless otherwise arranged with the Contractor.
- 10. Recycling Collection Service:** Recycling collection services shall be subject to the same hours of operation and restrictions as residential curbside collection and disposal services. The program, including materials recycled, may be modified from time to time by written agreement between the Town and the Contractor. Any proposed changes to the program may be initiated by either party to the Agreement.
- 11. Yard Waste Service:** Yard Waste Services should be provided on the same day as the scheduled trash pickup. Grass clippings and leaves should be bagged for pickup (5 bag limit). Limbs and brush should be separated from other waste. These should be left no more than 3 ft. in length and not over 3 inches in diameter. No more than 4 cubic yards will be collected per week (4 cubic yards is about the size of a small truck bed). If yard debris exceeds these limits, the remaining amounts will be collected the following week. The property owner will be responsible for the disposal of debris created by contracted work.
- 12. Bulk Waste Pickup:** Bulk Waste will be provided weekly by the Contractor, or by the customer scheduling pickup with the Contractor. Bulk Waste includes brown goods (furniture) and white

goods (stoves, refrigerators, small appliances). Bulk Waste pickup does not include bulk bags of garbage, carpet, building materials, or other items prohibited by Mecklenburg County Solid Waste.

13. Independent Contracting: The contractor may sub-contract some services with the prior approval of the Town.

14. Disposal: The charge for disposal shall be included in the rate set forth in the Contract Rate for each residential and/or business unit serviced by the Contractor.

15. Holidays: The following days are "Holidays" for the purpose of the Agreement:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Christmas Day

The Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday; but such a decision in no manner relieves the Contractor of its obligations to provide weekly collection services as specified.

16. Equipment: The Contractor shall at all times provide an adequate number of vehicles in good mechanical condition for providing the services required under this Agreement. All vehicles shall be kept in good repair, neat in appearance, and in sanitary condition at all times. Trucks will be of the compactor type and have water-tight bodies with radio and GPS capabilities. The name and the telephone number of the Contractor shall be printed in a place clearly visible to the public on each side. Each truck should always carry a broom or similar tool for cleanup of loose or remaining debris after collection.

17. Uniforms: The Contractor shall at all times provide uniforms, with identification of company and employee, for all drivers and attendants.

18. Complimentary Services: The Contractor shall continue to provide to the Town at no additional costs the removal of the following trash/recycle carts and dumpsters at Town-owned facilities:

Department	Location	Solid Waste Roll-out	Recycle Roll-out	Dumpster
Administration	Town Hall – 200 Dover Street	1	1	-
Public Works	PW Shop - 316 College Street	1	-	6YD
Public Works	Dover House - 402 Dover Street	-	-	8 YD Dumpster
Parks & Rec.	The Hut - 413 Johnston Dr.	2	2	-
Parks & Rec.	Jack Hughes Park - 513 Main Street	-	6	8YD

Parks & Rec.	BJCC – 100 Johnston Drive	2	-	-
Telephone/Electric	Offices – 118 College Street	6	3	-
Telephone/Electric	Shop – 118 College Street	2	-	-
Police Dept.	Police Dept. – 427 Main Street	1	1	6YD
Fire Dept.	Fire Dept. – 108 Church Street	5	3	-
Electric Dept.	Substation – 409 Dover Street	1	-	-

Any added collection points or needs will be billed to the Town monthly based on current tipping fees for those services. This would include any roll off dumpster 20, 30, or 40 yard. The fee will be \$185 per haul after 2 haul and \$42 per ton for disposal. There will be no delivery or rental fee for these additional collections.

19. Business Offices: The Contractor shall maintain a business office equipped with a local toll-free telephone and have a representative available between the hours of 8:00am and 5:00pm on all weekdays, excluding holidays, for the purpose of communicating with persons, firms, or businesses by telephone regarding the collection of solid waste, recyclables, and other refuse. The Contractor shall provide 24-hour emergency phone support and crew response for emergency situations as determined by the Town. The Contractor shall also appoint an individual from their organization to be the primary contact regarding relations with the Town, and who comes to Town on a regular basis to supervise the employees.

20. Reporting: The Contractor is responsible for supplying a monthly list of customer service complaints and/or missed collections. This list will consist of all calls for service, or customer complaints related to the collection of solid waste, recyclables, or other refuse. This report will be utilized to determine legitimate missed calls, missed areas, or other deficiencies of the Contractor.

21. Indemnification: The Contractor agrees to indemnify and hold the Town harmless from any claim, liability, or loss arising from any negligent act or failure to act on the part of the Contractor or any of its agents, servants, and employees during its performance of this contract, including any attorney's fees incurred by the Town in pursuing such indemnification or in defending any such claim.

The Town and the Contractor agree that in the performance of this Agreement, the Contractor shall be acting as an independent contractor. Nothing herein shall constitute or be construed to be or create a partnership, agency, joint venture, or other similar relationship between the Town and the Contractor. The Contractor agrees that it will not represent to anyone that its relationship to the Town is other than that of an independent contractor, and the Town and the Contractor may so inform parties with whom they deal and may take any other reasonable steps to carry out the intent of this section. The Contractor shall be fully and solely responsible for its own acts and omissions, and those of its employees, officers, agents, and subcontractors.

22. Liability Insurance: The Contractor shall provide and maintain during the life of the contract Automobile, General Liability, and Umbrella coverage in the following amounts:

General Liability	\$2,000,000.00
Automobile Liability	\$1,000,000.00
Excess Liability	\$5,000,000.00
Worker' Compensation	(To statutory limits)
Environmental Liability	\$1,000,000.00

And/or base insurance to protect the Contractor, its agents and its employees from claims for damage for personal injury including wrongful and accidental death and property damage which may arise from operations under the contract, whether such operations be performed by the Contractor or its servants and agents.

The policy or policies shall name the Town as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Town sixty (60) days' notice in writing. A Certificate of Insurance shall accompany this Contract and an updated Certificate shall be forwarded to the Town upon renewal of the policy.

23. Workers' Compensation Insurance and Employee Benefit: The Contractor shall maintain appropriate workers' compensation insurance, unemployment insurance, comply with the requirements of the Occupational Safety and Health Act, and further, comply with all state and federal regulations regarding working conditions and employee benefit.

24. Termination: Should the Town Council of the Town determine, in its sole but reasonable discretion, that the level and quality of service being provided by the Contractor is materially inadequate, which is decided to be a breach of this Contract, written notice of that fact shall be provided to the Contractor by the Town. Should the Contractor fail to correct the deficiency to the satisfaction of the Town Council of the Town within thirty (30) days after delivery of same to the Contractor's local representative, then and in that event, the Town may cancel this Contract by providing the Contract one-hundred eighty (180) days' notice of such termination. The Town's remedy of early termination shall be in addition to all other rights and remedies which the Town may have against the Contractor for breach of contract or otherwise.

25. Drug-Free Work Place: The Contractor agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this Agreement.

26. Public Relations and Customer Service: The Contractor, through its agents, servants, and employees, shall make every effort to create and maintain an excellent working relationship with the persons, firms and corporations it is servicing in the Town. To that end, the Contractor will encourage all of its representatives to be courteous and exercise good judgment in dealing with the persons whom it services. Likewise, the Contractor shall cooperate with the Town in fulfilling its obligations under this Agreement including the investigation of any alternative service levels or procedures which the Town may wish to examine for the purpose of providing such service to Town residences and commercial establishments. The Contractor shall provide a public information program for the citizens of Pineville, including cable television public access programs as both the Contractor and Town deem appropriate, and any other programs or activities that may be mutually agreed upon by the Town and the Contractor.

27. **Financial Condition of the Contractor:** The Contractor shall annually submit to the Town its Annual Financial Report, as well as any other public financial documents requested by the Town.

28. **Notice:** Such notices as are contemplated by this Agreement may be hand-delivered to the person in charge of the office maintained by the Contractor to fulfill this Agreement, or may be given by mail, in which event the same shall be sent certified mail return receipt requested to:

Chip Gingles, Divisional Vice President
1902 Valley Parkway
Monroe, NC 28110

Telephone number 980-255-3800
Fax Number 704-792-0810

Notices given to the Town may be hand delivered to the Town Manager at the following address, or if mailed, shall be sent by certified mail, return receipt requested, to:

Town of Pineville
PO Box 249
200Dover Street
Pineville, North Carolina 28134

29. **Assignment:** The Contractor shall not assign this Agreement without prior written approval of the Town, which approval shall not be unreasonably withheld provided, however, that the proposed assignee must be as well qualified to perform the contract as the Contractor and the statutory requirements for granting a franchise must be followed.

30. **Notification:** The Contractor agrees to make known to the Town Manager upon request all contracts entered into between the Contractor and other persons, firms or corporations within the Town for the purpose of providing from load dumpster solid waste collection service in addition to the service provided under the terms of this Agreement.

31. **Modification:** No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties involved.

32. **Counterparts:** This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

33. **Conformity with Specifications:** Unless otherwise noted herein, all requirements set forth in the specifications and proposal for the Collection of Residential and Small Non-Residential Garbage, Yard Debris, Bulky Items, and Recyclables (as attached herein) must be met unless otherwise mutually agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to proper authority on the date appearing in the notary acknowledgment for each, For purposes of the calculation of any time periods as provided for herein, this Agreement shall be deemed to have been entered into, and to be effective, as of the date of notary

acknowledgment of the signature of the party last to sign (which such date shall be inserted on the first page of this Agreement as the date of same).

Jack Edwards
Mayor

Barbara Monticello
Town Clerk

Chip Gingles
Waste Pro of North Carolina INC

ATTEST
Waste Pro of North Carolina, INC

DRAFT

Attachment A

**Town of Pineville
Solid Waste and Recycling Policy**

The following policy is intended to provide all necessary information related to the type of solid waste and recycling services the Town offers to its many single-family, multi-family, and commercial properties. This policy is enforceable in conjunction with the Solid Waste Contract and Solid Waste Ordinance (Section 51) of the Town of Pineville.

Method of Service

Single-Family Residential: The Town will provide individual home pick-up service consisting of one solid waste and one recycle roll-out bin. These bins will be collected street-side in front of each home or where approved alleys exist. Bulky item pick up will also be provided following the specifics agreed upon in the trash collection contract administered by the Town. Bins are not permitted to be stored in the front yard.

Townhome or Duplex with Garage or Alley: The Town will provide individual home pick-up consisting of one solid waste and one recycle roll-out bin, so long as there is adequate bin storage as to not conflict with minimum parking requirements or other specifications made by the Town. Bins must be collected street-side in front of each home or along Town approved alleys. Bulky item pick up will also be provided following the specifics agreed upon in the solid waste collection contract administered by the Town. Bins are not permitted to be stored in the front yard.

Townhome or Duplex without Garage or Alley: The Town will collect solid waste, recycling, and bulky items for individually owned land occupied by townhomes or duplexes, or townhomes and duplexes owned by a single owner, without a garage or approved alley access at designated dumpster/compactor locations only. The Town is not responsible for the construction or maintenance of these dumpster/compactor facilities.

Condominiums and Apartments: Solid waste, recycling, and bulky item service must be provided through dumpster or compacting facilities only. These services may be contracted privately, or they *may* contract with the Town for these services pending approval from the Town's contractor and an approved fee arrangement. Condominiums and apartment developments with fewer than thirty (30) units *may* request individual roll-out service, pending approval from the Town.

Other: Commercial and other land uses not listed above needing more than 512 gallons (2.5CY) per week must be privately contracted. Small businesses needing less than 512 gallons (2.5CY) of solid waste pick-up per week *may* request Town service with a fee agreement at a Town approved pick-up location.

Requirements of Service

Service Provider: The Town, or its contracted agent, will be solely responsible for the collection of residential solid waste, recycling, and bulky item materials within the Town limits; unless the property owner chooses to utilize Mecklenburg County landfill sites or privatize its own collection.

Roll-out Bins and Containers: The Town, or its contracted agent, will provide all necessary bins, containers, and/or dumpsters for town-collected services. Roll-Out Containers should not be placed at the curb before 12:00am of the day before the scheduled pick-up date, and must be removed from the curb by 11:59pm of the scheduled pick-up date. Roll-Out Containers cannot be stored in the front yards; with the front yard being defined as the area measured from the primary building façade and/or formal front door extended both outward to side property boundaries and forward to a street or right-of-way.

Collection Access: The Town will only serve properties located on public roads or alleys that have been approved by the Town as acceptable roads for transport and collection of solid waste materials and heavy equipment.

Properties served on private roads or alleys must sign a waiver releasing the Town of any responsibility for road maintenance and repair associated with solid waste and recycling collection. If a waiver is not signed, the property owner(s), Homeowners Association, or developer will be solely responsible for the collection of solid waste, recycling, and bulky items.

Gated Communities: The Town will not provide solid waste, recycling, and bulky item services to gated residential communities. Gated communities must provide their own solid waste services, unless an agreement with the Town's contractor is approved and a waiver is signed with the Town.

Special Circumstances: The Town will offer back-door service to elderly and disabled residents provided they can demonstrate to the Town a need for such service. This service will be provided by the Town or its contractor at no extra charge. The Town Manager will have the discretion to approve any special arrangement associated with solid waste service.

Violations: Any violation of this Solid Waste Policy can result in fines or the Town refusing service to the individual or property as stated in Section 51 of the Town Ordinances. The Town Manager will have the discretion to refuse service to individuals or properties who repeatedly violate this policy.

Grandfather Clause: With respect to approved and established single-family residential and multi-family residential developments already in existence prior to December 9, 2014, this policy shall not affect those properties unless the solid waste collection practice of that property/development is changed or altered from its current format. If the current solid waste collection is changed or altered, the development will be required to conform to the most recent policy in effect by the Town at that time.

If any of these properties are served via private roads or alleys, they must sign a waiver releasing the Town of any road maintenance or repair responsibility in order to continue receiving service. If a waiver agreement is not signed within 90 days of adoption of this policy, these developments will be required to contract privately for their solid waste, recycling, and bulky item pick-up.

The following communities are identified as multi-family properties recognized as existing developments:

- Reid Lane Townhomes
- Karen Court Apartments
- Pineville Forest Townhomes
- Lake Park Townhomes (Water Oak)
- Stokeshill and Stoneacre Court in Carolina Crossing Townhomes
- Parkway Crossing Townhomes/Alleys
- The Cottages Homes

Willow Hurst Patio Homes
John's Towne Homes

Approved: December 9, 2014; Revised 4/9/2019

Solid Waste, Recycling, and Bulky Item Pick-up

SOLID WASTE - ROLL-OUT: Place cart at the curb by 7:00 a.m. Wednesday morning.

1. Pickup is provided **once a week** and contracted for a maximum limit of **1 Roll-Out Container** (provided by the Town). Additional carts may be provided by the Town's contractor for an extra charge.
2. Pickup times vary according to location.
3. A more sanitary service will be provided if your waste is bagged, but this is not required.
4. Waste put in roll-out container should be household garbage only, not recyclables or curbside items.
5. Confine or restrain dogs on pickup days. Service may be denied if this requirement is not followed.
6. Roll-Out Containers cannot be placed at the curb before 12:00am of the day before the scheduled pick-up date, and must be removed from the curb by 11:59pm of the scheduled pick-up date.

*

RECYCLABLES - ACCEPTED AT CURBSIDE - Bi-Weekly: Place bin at the curb by 7:00 a.m. Wednesday morning during the week of pick-up.

1. Clean newsprint, cardboard boxes (flattened), magazines, paperbacks, telephone books, junk mail, gift wrap and mixed paper, including cereal & food boxes - without liners (tied together or put in **paper bags**).
2. Glass bottles & jars. **Rinsed, with lids removed.**
3. Plastic bottles & jugs (except #6), wide mouth plastic containers (except #6), including milk & juice cartons, laundry and dish washing detergent bottles and rigid plastics (toys, litter boxes & buckets). **Always empty, rinse, flatten (if possible) and remove lids.**
4. Metal, aluminum, tin/steel food cans, rinsed with lids removed (place lids inside containers), aerosol cans.
5. Spiral wrap cans (frozen juice containers, peanut containers and potato chips). (Metal lids, top and bottom are okay, remove and discard plastic lids.)
6. Roll-Out Containers cannot be placed at the curb before 12:00am of the day before the scheduled pick-up date, and must be removed from the curb by 11:59pm of the scheduled pick-up date.

ITEMS NOT ACCEPTED FOR RECYCLING: See Mecklenburg County Solid Waste website for a full list of items not collected, however; the following are sample items not collected as recyclables: Drinking glasses, windowpanes, mirrors, bottle caps or lids, plastic bags, shredded paper, plastic food trays & cups, ceramics, pots & pans, glassware, paper plates & napkins, batteries, light bulbs or wire hangers, clamshells (take-out boxes), Styrofoam. Or items with #6 on bottom.

*

YARD WASTE and BULKY ITEMS- CURBSIDE - Weekly: Place yard waste at the curb by 7:00 a.m. Wednesday morning.

1. **Items contracted for pickup at the curb are:** Grass clippings and leaves in bags/cans (10 bag limit). Limbs and brush should be separated from other waste. These should be left no more than 3 ft. in length

and not over 3 inches in diameter. No more than 4 cubic yards will be collected per week (4 cubic yards is about the size of a small truck bed). **If yard debris exceeds these specifications, no service will be provided.** The property owner will be responsible for the disposal of any yard debris in excess of the collection limit.

2. **Bulky items** and appliances (stoves, refrigerators, washers and dryers) will be picked up if prearranged by contacting Signature Waste prior to disposal.
3. **No pickup is provided for:** Carpet, partially filled paint cans, oil or other petroleum products, batteries, rubber tires or any material not acceptable at the landfill. **Absolutely NO building materials, wood blocks, tree stumps or logs.**

DRAFT

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 5/9/2019

Re: Transportation of Non-Employees in Town Owned or Rented Vehicles

Overview:

During budget discussions Council began discussing the liability the Town would face if person(s) who were transported in Town vehicles got in to a wreck. The discussion developed in to if the Town should transport minors to and from events held at town facilities, but are not sponsored, developed, or hosted by the Town of Pineville. In other words, events that the town allows to be held at town facilities, either paid or in-kind, that is programmed by an outside organization or person.

Council wanted to limit the town's liability by having a vote stating that the town would no longer transport person(s), especially minors, for events that are not part of the town's programming. Councilman Maxim then stated that he would like a policy outlining this.

The attached document is a draft attempt at capturing this in a policy document that would apply to all town departments.

Attachments:

Draft Policy

Recommendation:

Staff welcomes any comments or modifications

Procedure:

Action Item if agreeable to language

May 14, 2019



Non-Employee Transportation Policy

1.0 Purpose

To establish a policy for the use of town owned vehicles for the transportation of person(s) that are not employed by or who do not volunteer for the Town of Pineville.

2.0 Scope

This Policy applies to all town departments and vehicles.

3.0 Policy Statement

The only person(s) who shall be transported in a municipally owned or rented vehicle are individuals who are participating in a town sponsored event, are employed by the Town of Pineville, are volunteering for the Town, or who are traveling with an employee acting in their official capacity to a town approved conference, event or class.

At no time should a person or persons be transported in a town owned vehicle who are not associated with the Town of Pineville. This includes during an activity or activities that may be taking place at a town facility, but is not programmed by the Town.

Failure of a Department Head or employee to comply with this Policy may result in disciplinary action, up to and including termination.

As in all cases, this policy is supposed to be indicative of types of situations where this may take place, but is not all inclusive. The Town Manager has to approve all situations where person(s) are being transported and are not outlined in this document. The Town Council has final authority, however.

4.0 Definitions

Employed: A person who is paid, either full-time or part-time by the Town.

Volunteer: A person who freely offers to take part in an enterprise or undertake a task on behalf of the Town of Pineville

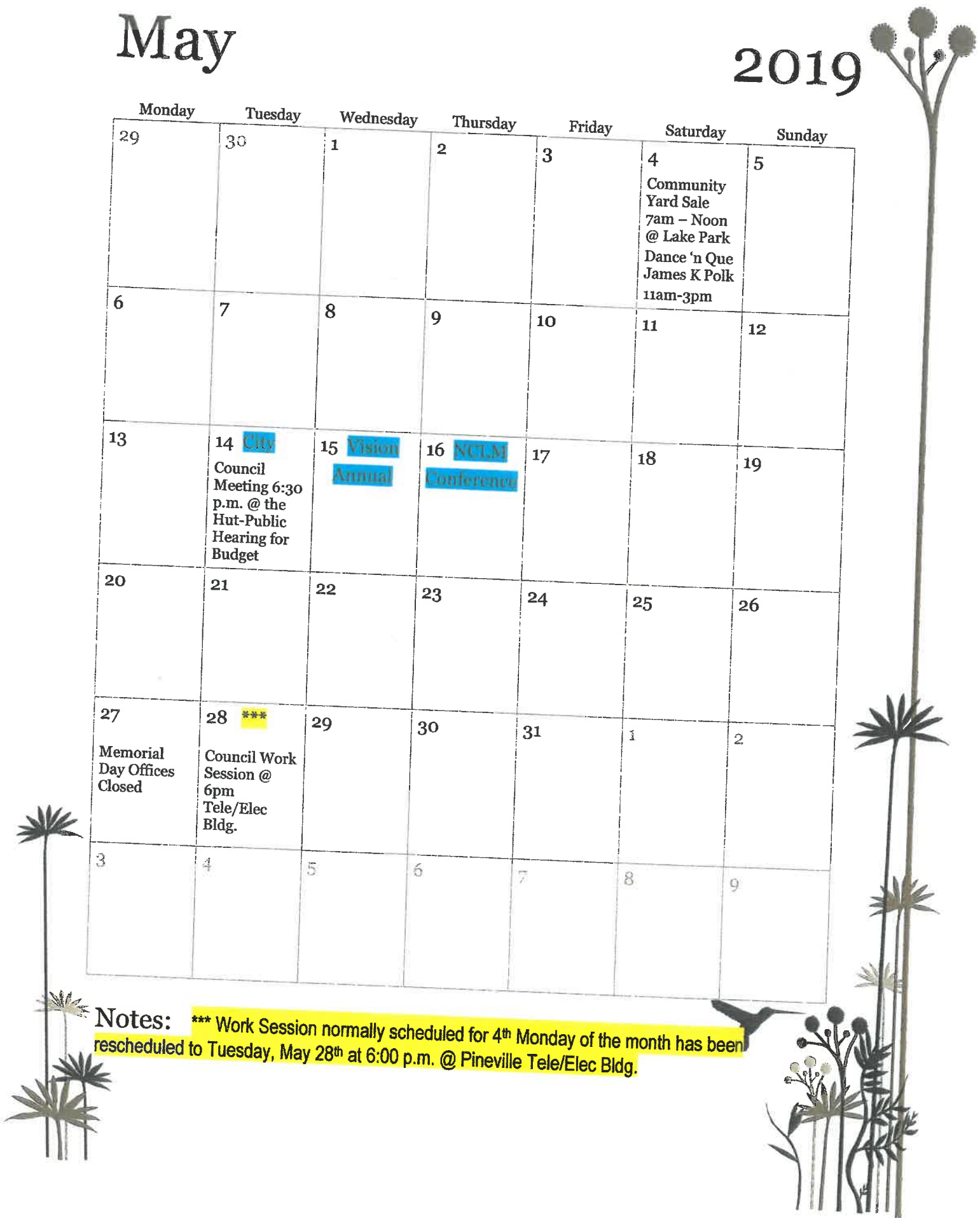
Town sponsored event: Event that is ran by town personnel and/or participants have paid to participate in the event.

May

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
29	30	1	2	3	4 Community Yard Sale 7am - Noon @ Lake Park Dance 'n Que James K Polk 11am-3pm	5
6	7	8	9	10	11	12
13	14 City Council Meeting 6:30 p.m. @ the Hut-Public Hearing for Budget	15 Vision Annual	16 NCLM Conference	17	18	19
20	21	22	23	24	25	26
27 Memorial Day Offices Closed	28 *** Council Work Session @ 6pm Tele/Elec Bldg.	29	30	31	1	2
3	4	5	6	7	8	9

Notes: *** Work Session normally scheduled for 4th Monday of the month has been rescheduled to Tuesday, May 28th at 6:00 p.m. @ Pineville Tele/Elec Bldg.

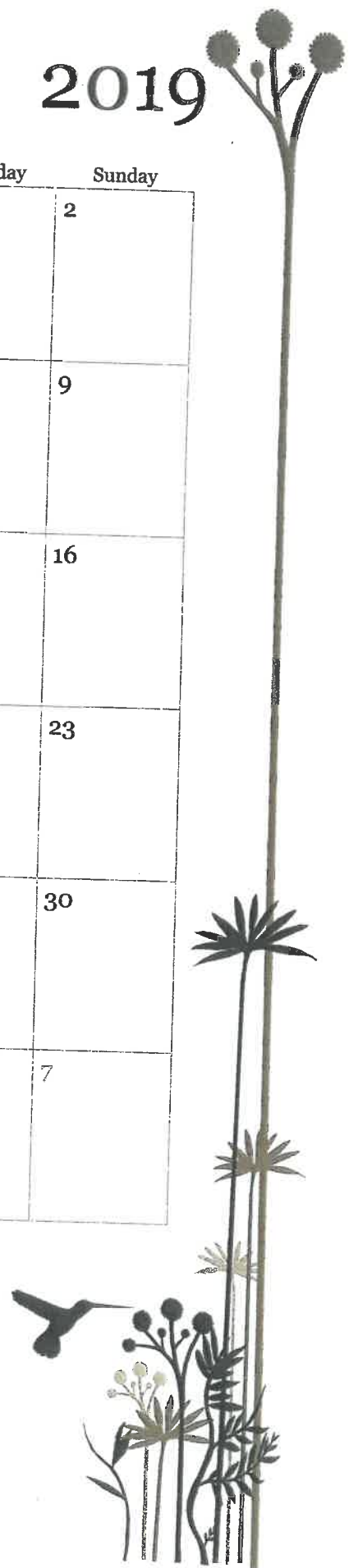


June

2019

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11 June Council Meeting @6:30pm @ Hut Adopt Budget	12	13	14 Rockin' & Reelin' Kick-Off @7:00 p.m.	15	16
17	18	19	20	21	22	23
24 Council Work Session @ 6pm @ Tele/Elect Bldg.	25	26	27	28	29	30
1	2	3	4	5	6	7

Notes:



ADJOURNMENT