



TOWN COUNCIL
TOWN HALL COUNCIL CHAMBERS
TUESDAY, APRIL 08, 2025 AT 6:30 PM

AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag (LS)

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. Approval of the minutes of the March 11, 2025 Town Council meeting, March 20, 2025 Budget meeting, and the March 24, 2025 Work Session meeting.

AWARDS AND RECOGNITION - *None*

BOARD UPDATES

2. Leading with Opportunity, Tonya Jameson

CONSENT AGENDA

3. Proclamation for National Public Safety Telecommunicators Week

PUBLIC COMMENT

PUBLIC HEARING - *None*

OLD BUSINESS - *None*

NEW BUSINESS

4. Budget Amendment 2025-05 (*Chris Tucker*) - **ACTION ITEM**
5. Bid Method for Potential PCS Sale (*Ryan Spitzer*) - **ACTION ITEM**
6. Approval of Amendment 3 to Kimley Horn Contract (*Chip Hill/Travis Morgan*) - **ACTION ITEM**

MANAGER'S REPORT

MONTHLY STAFF REPORTS

7. Public Works

HR

PCS

PD

Parks & Rec

Planning

CALENDARS FOR COUNCIL

8. April and May

CLOSED SESSION

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 Lisa Snyder, Clerk of Council, at 704-889-2291 or lsnyder@pinevillenc.gov. Three days' notice is required.

Mayor
David Phillips

Mayor Pro Tem
Ed Samaha

Town Manager
Ryan Spitzer



Town Council
Amelia Stinson-Wesley
Chris McDonough
Danielle Moore

Town Clerk
Lisa Snyder

TOWN COUNCIL MINUTES OF MARCH 11, 2025

CALL TO ORDER

Mayor David Phillips called the meeting to order @ 6:30 pm.

Mayor: David Phillips

Mayor Pro Tem: Ed Samaha

Council Members: Amelia Stinson-Wesley, Chris McDonough, Danielle Moore

Town Manager: Ryan Spitzer

Town Clerk: Lisa Snyder

Town Attorney: Janelle Lyons

PLEDGE ALLEGIANCE TO THE FLAG

Council Member Amelia Stinson-Wesley led everyone in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor David Phillips asked for a moment of silence for our first responders, police officers and firefighters, as well as all of our workers here in Town, and please keep them in your thoughts and prayers.

ADOPTION OF AGENDA

Mayor Phillips said that there is one change on the Agenda, which is under Item 4. We will remove the Fire Truck from Resolution 2025-04 for Surplus Items. Council Member Stinson-Wesley made a motion to adopt the agenda with the removal of the fire truck, with a second was made by Mayor Pro Tem Samaha. All ayes. (**Approved 4-0**).

APPROVAL OF MINUTES

The Minutes of the Town Council meeting on February 11, 2025, the Closed Session meeting on February 11, 2025 (Sealed), the February 24, 2025, Work Session, and the March 5, 2025, Budget Workshop were submitted for approval. Council Member Moore moved to approve the minutes as presented with a second made by Council Member McDonough. All Ayes. (**Approved 4-0**)

AWARDS AND RECOGNITION

There were no awards at this meeting.

BOARD REPORT

Pineville Library Director, Cameron Smith, gave a presentation to Council and began recognizing Caitlin Moen and the Mecklenburg Library CEO, Marcellus Turner. The Pineville location offers programs to children, teens, and adults. An average of 12,892 items are checked out each month. Some of the popular formats include Launchpads, picture books and graphic novels for children. They also have magazines, books on disc, Playaways and DVDs. They have an average of 674 computer sessions each month. Approximately 3,000 people enter the Library each month and they process about 571 new library cards per month. The Library participates in the following Town events: Arts in the Park, Fall Festival, Truck or Treat, and the annual Tree Lighting.

CONSENT AGENDA

The Consent Agenda consisted of Resolution 20225-03 for the Surplus of Service Weapon and Badge for Seargent Wright, Resolution 2025-04 for Surplus Items for Public Works items, Support for Grant Funding for Co-responder units in local Police departments, and the Audit Contract. Mayor Pro Tem Samaha moved to approve the Consent Agenda with a second made by Council Member Moore. All ayes. (**Approved 4-0**)

PUBLIC COMMENT

John Holobinko, Pineville Chamber, announced the annual Business Expo. It is scheduled for Thursday, March 20th from 1:00 to 4:00 pm at the Belle Johnston Community Center. They are completely sold out. They have given over \$1,000 worth of spaces, including the Police Officers, Pineville Neighbors Place, and Hope Soccer Ministries. He hopes to see everyone there.

Yvette Isaacs, Pineville resident. Ms. Isaacs thanked Council for recognizing the passing of her father at the December meeting. She also thanked Council Member Amelia Stinson-Wesley for the heads up about the road opening up in Preston Park. She also expressed her frustration on the vote for Cone Mill and how quickly Council voted for it. She feels like residents were dismissed and it didn't matter. Council needs to earn back the trust of the residents.

PUBLIC HEARING

Public Hearing #1 Proposed Text Amendment to the Pineville Zoning ordinance relating to Accessory Dwelling Units (Travis Morgan).

Mayor Pro Tem Samaha moved to open the Public Hearing followed by a second made by McDonough. All ayes. Mr. Morgan said that the applicant is requesting to remove the ownership portion of the Ordinance. The Planning Board offered an alternate proposal. He explained that an ADU is a smaller, secondary dwelling next to a primary dwelling and is located on the same property. Staff is requesting approval of the applicant's request, the Planning Board's recommendation, or some other recommendation. There was a general discussion among council, Mr. Morgan and the Town Attorney, Ms. Lyons.

The first speaker was Jim Knowles, 1013 Cone, Pineville. He stated that he is a resident and Planning Board member. His concern is primarily about investors coming to town and turning their properties into rentals, thus creating more traffic and possible other problems.

The second speaker was Yvette Isaacs, Pineville resident. She feels that ADUs will create more traffic, as well, and doesn't want to see renters in their back yards. She feels it's a slippery slope. Council Member Stinson-Wesley moved to leave the public hearing followed by a second made by Mayor Pro Tem Samaha. All ayes.

Public Hearing #2. Request for Bids on the potential sale of Pineville Communications Systems (PCS) (Ryan Spitzer).

Mayor Pro Tem Samaha moved to go into the Public Hearing followed by a second from Council Member Moore. All ayes. Mr. Spitzer said that this has previously gone in front of the PCS Board. This is our first public hearing for the residents to hear. Assistant Manager/Finance Director, Chris Tucker, and PCS Director, Tammy Vachon, were also present in case there were any questions. Mr. Spitzer provided a history of PCS and gave a presentation. There have been five board members since 2014 which included Mr. Spitzer, Ms. Vachon (who are non-voting members), and the Mayor and Council members. The Town Charter allows us to go up to nine board members. Mayor Phillips would like to add two more members to this board and eliminate the two boards being the same.

There have been three studies since 2015. In 2024, an evaluation study was done by JSI and six different scenarios were reviewed. Mr. Spitzer shared three scenarios at this meeting. He further outlined the SWOT Analysis pros and cons, opportunities, and barriers. Council Member Moore asked what would happen if an employee leaves now. Mr. Spitzer replied that it would become a point of failure; meaning that an employee leaves to go to another company or retires and they are the only one who has that position.

Council Member Moore feels that we need to be fiscally responsible and that the Town should not use Town money to fund them to simply stay afloat.

Jim Knowles, Pineville resident, spoke in support of keeping PCS and shared the positive experiences he has had with them over the years. Their service can't be beat. Judy Phillips, Pineville resident, also said that this has been very informative and transparent, and she applauded Mr. Spitzer for his research and the dedication that he has done. Debbie Brown, Pineville resident, asked if her electric bill will increase with the elimination of the internet. Mr. Spitzer replied "yes" because she'll lose that discount.

Mayor Pro Tem Samaha moved to leave the Public Hearing followed by a second made by Council Member Moore. All ayes.

OLD BUSINESS

Industrial Warehouse Conditional Zoning Request, Travis Morgan. Mr. Morgan stated that this is regarding the 2018 Industrial Conditional Zoning update for the last lot at 10203 Pineville Distribution Street. Public Works has been working on traffic control measures to help prevent tractor trailers from going into the Preston park development via Emmett Drive. Emmett Drive has not been turned over to the Town so the best course of action is seeing if the applicant is willing to help contribute into a fund towards this traffic control.

Turner Fortin, the applicant, thanked Council for their consideration of his request and stated that they want to help get Council what they want. He said that they are willing to pay \$50,000 before putting a shovel in the ground. He added that they could get signage for as little as \$10,000 or a small bump for \$25,000 to defer truck traffic. Mayor Pro Tem Samaha moved to approve the conditional permit with the \$50,000 in contributions to solve the traffic problems, with a second made by Council Member Stinson-Wesley. All ayes. (**Approved 4-0**)

NEW BUSINESS

Text Amendment to the Pineville Zoning Ordinance relating to ADUs (Travis Morgan). Mr. Morgan reviewed the legal opinion, current and pending state law, the League of Municipalities advice, and existing legal case precedent and recommends removing ownership-related restrictions from town zoning. He further recommends clear and more legally upheld enforcement options.

A motion was made by the Mayor to update the Zoning Ordinance to change "Secondary Dwelling" to "Accessory Dwelling" in keeping with common word usage used for the classification. He also motioned to remove the owner occupancy provision from "Accessory Dwelling" requirements in reference to legal case precedent. He also motioned to remove "Accessory Dwellings" from the Zoning Ordinance as a permitted use from this date moving forward, and that any legally existing and permitted accessory dwelling units that are place prior to this meeting (March 11, 2025) remain following the legal non-conforming section of the Zoning Ordinance.

Mayor Pro Tem moved to approve the text amendment as noted above with a second made by Council Member Moore. All ayes. (**Approved 4-0**)

Electric Substation Construction Bid Award (David Lucore). Mr. Lucore received three bids with Hux Construction being the lowest bidder in the amount of \$512,488.50. Council Member Moore moved to approve the award with Council Member Stinson-Wesley providing a second. All ayes. (**Approved 4-0**)

Code of Ethics (Mayor Phillips). Mayor Phillips said that he would like to review the Code of Ethics resolution each year and have each board member sign and approve. This is the same Code of Ethics that they signed last year. Council

Member Stinson-Wesley moved to approve the Code of Ethics with a second made by Council Member McDonough. All ayes. (**Approved 4-0**)

Mayor and Council Filing Fees (Ryan Spitzer). Mr. Spitzer advised that each year the Council has the opportunity to set the filing fees for the Mayor and Town Council. Historically, we've kept the same rates. He provided a comparison of the surrounding municipalities' fees. Council Member Stinson-Wesley moved to approve the filing fees listed with a second by Council Member Moore. All ayes. (**Approved 4-0**)

MEDIC funding request (Ryan Spitzer). Mr. Spitzer requests Council to formalize him negotiating with MEDIC on behalf of the Town and the volunteer Fire Department in response to our response times, as well as the fees they pay. Huntersville, Cornelius, and Charlotte recently gave notice to them to stop their contracts in the hopes of negotiating. All of the managers will be meeting with MEDIC in April. Council Member Moore moved to approve giving the Town Manager authority to meet with MEDIC to negotiate terms with Council Member Stinson-Wesley providing a second. All ayes. (**Approved 4-0**)

Discussion of adding PCS Board Members (Mayor Phillips). Mayor Phillips asked for a motion to add two additional board members. Council Member Stinson-Wesley moved to add two members and the motion failed due to lack of a second.

Mayor Phillips stated that PCS Board will remain at five voting members.

Request for Bids on the potential sale of PCS (Ryan Spitzer). Mayor Pro Tem Samaha moved to move forward with the potential sale of PCS with a second made by Council Member Moore. All ayes. (**Approved 4-0**)

MANAGER'S REPORT

Town Manager Spitzer gave a brief update on Johnston Rd realignment. Chip Hill met with the property owner and parking will still be available in the parking lots. Good job to Chip Hill on problem-solving that. A reminder that our next budget meeting is on Thursday, March 20th in the PD training room at 6:00 pm.

CLOSED SESSION

There was no Closed Session.

ADJOURNMENT

Council Member Moore made a motion to adjourn followed by a second made by Council Member Stinson-Wesley. All ayes. The meeting was adjourned at 9:30 pm.

Mayor David Phillips

ATTEST:

Town Clerk Lisa Snyder



BUDGET MEETING MARCH 20, 2025

The Town Council of the Town of Pineville, NC met in a Budget Workshop on Wednesday, March 20, 2025, at 6:00 pm. The meeting was held in Pineville Police Department conference room.

Attendance:

Mayor: David Phillips

Mayor Pro Tem: Ed Samaha

Council Members: Amelia Stinson-Wesley, Chris McDonough, Danielle Moore

Town Manager: Ryan Spitzer

Asst Town Manager/Finance Director: Chris Tucker

Town Clerk: Lisa Snyder

Mayor Phillips called the meeting to order at 6:00 pm. Assistant Town Manager/Finance Director, Chris Tucker, began the budget meeting by reviewing the last meeting of the Davenport session. He explained that debt for the General Fund consists of the Town Hall and the new Fire Station. He noted that the interest rates vary between the two buildings. The interest rate for the Fire Station is double what the Town Hall interest is. The interest rate can really control your debt.

As of today, we are fundamentally balanced. There will be no changes to the service levels. There will be no new positions, and FY25 pay and class will be absorbed. We are keeping pace with our peers.

Mr. Tucker reviewed the General Fund Revenues and Expenditures. Property taxes make up 51% of the FY25 budget revenues. He also outlined the line items listed and explained what each one consists of for council. The current tax rate for FY25 is \$0.285 per \$100 valuation. The FY26 tax rate will be \$0.295. FY 24 was a revaluation year and FY28 will be the next one. He explained that one penny on the tax rate equals \$375,000.

General Fund Revenues by Source were reviewed via a pie chart. We have small growth in tourism revenues. We are not expecting any big gains in sales tax or franchise tax.

Mr. Tucker outlined General Fund Expenditures. This includes the debt service for Town Hall. It also absorbs the FY25 pay/class study; targeting a 2.5% merit/3% COLA; an 8.6% increase for Operations; and \$1.4 million of Capital needs. Town Manager Spitzer added that 3% COLA is the average in our area. Capital Project included in this budget are for IT projects, Police cars, Public Works mobility

(rehabilitating and connecting sidewalks), Public Works resurfacing (top coating certain neighborhoods), and Parks and Rec improvements (playground improvements with Pour and Play equipment).

Council Projects and Priorities include Downtown investment, Pineville Neighbors Place support, Tourism grants, Marketing/Branding, mobility initiatives, and competitive salaries. Mr. Spitzer noted that we are competitive now, due to the recent Baker Tilley study. Item 1.

Assistant Manager/Finance Director Tucker provided an overview of General Fund Expenses by Function. He noted that once again, Public Safety is half of the pie chart. There was a general discussion among council members regarding expenses.

General Fund Balance Pressures. Lagging for Market concept to reach 100% of the Market; Capital needs and wants; Debt affordability (Asset Sales), and future park expansion. Mr. Spitzer gave an example of the lagging in the Market, which is that if Council gave a 5% COLA, then we would be at 98% of the market. Items not included in this year's budget include Public Safety Command staff, additional firefighters on calls, extra funding into Capital reserves, Cone Mill Memorial, and downtown parking changes. Council Member Stinson-Wesley desires wider sidewalks along Main Street. Mr. Tucker said we are funding all of the departments, and Council will not be hearing directly from the department heads.

Mr. Tucker summarized that Pineville closed FY24 with \$23.9 million in the General Fund; Fund Balance of which \$15.9 million is unassigned. This amount represents about nine months of expenditures. The Town has a new Fund Balance policy range in the General Fund of 24-32% Fund Balance to Current Year Expenditures. The Town's current ratio is 83% of Unassigned Fund Balance.

Mr. Tucker reminded Council that the next budget meeting is Monday, April 7th at 6:00 pm and will be held in the Town Hall Council Chambers.

Adjournment was at 8:00 pm.

Mayor David Phillips

ATTEST:

Town Clerk Lisa Snyder



Item 1.
505 Main Street
PO Box 249
Pineville, NC 28134
704-889-2291

www.townofpinevillenc.gov

**WORK SESSION MINUTES
MONDAY, MARCH 24, 2025 @ 6:00 PM
TOWN HALL COUNCIL CHAMBERS**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, March 24, 2025 @ 6:00 p.m.

ATTENDANCE:

Mayor: David Phillips

Mayor Pro Tem: Ed Samaha

Council Members: Amelia Stinson-Wesley, Chris McDonough, Danielle Moore

Town Manager: Ryan Spitzer

Town Clerk: Lisa Snyder

Asst. Manager/Finance Director: Chris Tucker

Planning Director: Travis Morgan

CALL TO ORDER:

Mayor David Phillips called the meeting to order at 6:00 p.m.

DISCUSSION ITEMS:

Resolution 2025-06 for Fire Truck (Ryan Spitzer). Town Manager Spitzer reviewed the proposed Resolution to sell one of our fire trucks to the Town of Waxhaw for \$60,000. This is a method for us to transfer an asset from our local government to another local government without going through the bidding process. We think this is a fair price for the fire engine. Atlantic Services estimated the value of the truck at this price. We have loaned it to them and they have a check ready. Council Member Stinson-Wesley moved to approve Resolution 2025-06 for the sale of the fire truck with Council Member Moore providing a second. All ayes. (**Approved 4-0**)

Text Amendment Request for indoor sports center (Travis Morgan). Mr. Morgan reviewed the proposed text amendment and advised that it is currently not a permitted use. The building is located just south of the Amazon Distribution warehouse on Nations Ford Rd. If approved by Council, it would allow indoor sports in the general industrial zone, which is all G-1's. It is a membership-based training unit and geared for training purposes. The only concern at this time is the parking count. The applicant, Ian Dean, answered questions from Council and explained that there is another facility like this located near the Northlake Mall, in an industrial space on an end unit. There would be no spectators. Mr. Morgan shared what options are available to Council. Council members concurred that this would be a conditional use. The next step is to go in front of the planning board, followed by a public hearing.

Parking update (Chris Tucker). Mr. Tucker formed a working group, consisting of Chip Hill, Chief Hudgins, Travis Morgan, and himself, to review parking within the town. He listed some of the challenges we are currently facing.

Some streets are not wide enough to support on-street parking on both sides of the street and still allow access for public safety vehicles. Some neighborhoods are so dense that there is not enough parking to support all those wishing to park. Also, there are non-commuting vehicles (semi-cabs, work trucks) parked on streets, among other challenges. He and his team noted that the No Parking signs are largely ignored. He noted that the Town has several ordinances that address these challenges.

Mr. Tucker continued discussing enforcement options as well as communications to residents. Council members discussed possible next steps for the parking within the town, which included having a town hall meeting or public hearing to discuss this with residents. Mr. Tucker will take back Council's comments to his team.

Welcome Sign (Travis Morgan). Mr. Morgan shared updated designs with Council for the street sign located on North Polk Street. Council agreed that they preferred Option B with 3D letters and the cannon balls on each end with uplighting, as well. As for the sign to be located near Trios, they prefer the tall one that is similar to the Southpark standing sign. Mayor Phillips commented that he would like to know if we can use some of the Cone Mill bricks for this project.

Pineville Porcupines discussion (Mayor Phillips). Mayor Phillips met with the manager of the Pineville Porcupines recently and said that their season will be starting soon. They asked if they could park their bus on resident Jimmy Harley's property to be used as advertising for approximately one to two weeks. Council Member Stinson-Wesley doesn't want to set a precedent or put that on the property owner. Council Member Moore wants to be certain that the property owner is ok with that. There was a general discussion with Planning Director Morgan stating that it may be similar to advertising for the Sheltra Race or Fall Fest. The Mayor will discuss this again with the manager and report back to Council.

Town Manager Spitzer announced that the rescheduled date for the Substation Groundbreaking Ceremony will be Monday,
April 7th at 2:00 pm.

Council Member Moore moved to adjourn the Work Session followed by a second made by Council Member McDonough. All ayes.

The Mayor adjourned the meeting at 7:25 pm.

David Phillips, Mayor

ATTEST:

Lisa Snyder, Town Clerk



Proclamation
National Public Safety Telecommunicators Week
April 13-19, 2025

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and,

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Town of Pineville Emergency Communications Center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single, vital link for our police officers, firefighters, and paramedics by monitoring their activities by radio, providing them information, and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the Town of Pineville have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

THEREFORE, BE IT RESOLVED that the Town Council of Pineville declares the week of April 13 through 19, 2025, to be National Public Safety Telecommunicators Week in Pineville, NC, in honor of the men and women whose diligence and professionalism keep our town and citizens safe.

Signed this 8th day of April 2025.

Mayor David Phillips



TOWN COUNCIL AGENDA ITEM

MEETING DATE: April 8, 2025

Agenda Title/Category:	Budget Amendment 2025-5 / New Business			
Staff Contact/Presenter:	Christopher Tucker, Finance Director			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	N/A
Background:	<p>The Town received \$2.8M in ARPA Funds. The Town designated 5 broad projects for reimbursement under the Revenue Replacement allowance for cities receiving less than \$10M. By using revenue replacement, the Town can pay itself back for these projects and deploy the funds to accomplish other ARP-enabled projects.</p>			
Discussion:	<p>A budget amendment is needed to receive a transfer from the ARPA SRF and allow for appropriation towards ARP enabled projects. This will expend the rest of the Town's obligated ARPA funds with only the Greenway project remaining unspent.</p>			
Fiscal impact:	<p>The transfer in allows appropriation for other ARP-enabled projects as discussed prior.</p>			
Attachments:	<p>Staff Memo, Staff memo from SRF creation, BA2025-5</p>			
Recommended Motion to be made by Council:	<p>Approve as Presented</p>			



April 4, 2025

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Assistant Town Manager CMT

RE: Council Action Request – Budget Amendment 2025-5

For Council's consideration at the April 4, 2025 Council Meeting, please find attached Budget Amendment 2025-5.

The purpose of the budget amendment is to increase **Transfer From Other Funds** revenue and increase **General Government** appropriations in the amount of **\$350,000**, and increase **Parks and Recreation - Admin** appropriations in the amount of **\$150,000** for expenditures associated with **ARP-enabled projects**.

Staff recommends approval as presented.



June 7, 2023

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Finance Director [CMT](#)

RE: Council Action Request – Budget Amendment 2023-16

For Council's consideration at the June 13, 2023 Council Meeting, please find attached Budget Amendment 2023-16.

The purpose of the budget amendment is to allocate the **ARPA SRF Expenditures** appropriation across five **ARPA SRF Transfers to General Fund** appropriations in the amount of **\$2,877,200** for expenditures associated with **ARPA Projects**.

[ARPA Projects](#)

IT Infrastructure - \$617,300

Supplies, Maintenance and Support, Capital Projects of IT Infrastructure for period of March 3, 2021 through December 31, 2024

Fire Apparatus - \$833,000

Construct, Equip, Supply of Fire Apparatus for period of March 3, 2021 through December 31, 2024

Non-Profit Assistance - \$50,000

Local Non-Profit Assistance for those who experienced hardship for period of March 3, 2021 through December 31, 2024

Parks and Recreation Infrastructure - \$1,236,840

Supplies, Maintenance and Repair, Capital Projects of PR Infrastructure for period of March 3, 2021 through December 31, 2024

Sidewalks - \$140,060

Construction, Maintenance, Repairs of Sidewalks for period of March 3, 2021 through December 31, 2024

TOWN OF PINEVILLE NC

BUDGET AMENDMENT #2025-5

April 8, 2025

FISCAL YEAR 2024-2025

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
General Fund					
3391.1000.10	Revenue	Transfer From Other Funds	75,000	500,000	575,000
		Total Fund Revenues	<u>25,834,000</u>	<u>500,000</u>	<u>26,334,000</u>
	Expenditure	General Government	3,215,000	350,000	3,565,000
		Parks & Rec - Admin	763,000	150,000	913,000
		Total Fund Expenditures	<u>25,834,000</u>	<u>500,000</u>	<u>26,334,000</u>

DESCRIPTION: To increase Transfer from Other Funds revenue and appropriate towards ARP-enabled projects

Mayor

Budget Officer



Town Clerk

Finance Director



TOWN COUNCIL AGENDA ITEM

MEETING DATE:

Agenda Title/Category:	Bid Method for Potential PCS Sale			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	AT the March Town Council Meeting, Town Council voted to begin the process for the potential sale of PCS and its assets. The first step in the process, since we are a municipal government is soliciting bids.			
Discussion:	<p>Town Council needs to decide which method they would like to use to solicit bids.</p> <ol style="list-style-type: none"> 1. Sealed Bids 2. Upset Bids 			
Fiscal impact:	Estimated \$65,000			
Attachments:				
Recommended Motion to be made by Council:	Staff recommends Sealed Bids			



Memorandum

To: Mayor and Town Council

From: Ryan Spitzer

Date: 4/4/2025

Re: Potential Sale of PCS

Overview:

At the March 2025 Town Council Meeting, Town Council voted to proceed with the potential sale of PCS. The first step is to decide which formal method of procurement Town Council would like to use to receive bids. There are two processes that the Town can go down, each with their pros and cons which staff will provide during a presentation at the April Town Council Meeting. The two methods are 1. Seals Bids and 2. Upset Bids.

Sealed Bids are what the town typically uses. This is where we produce an RFQ with all of the specifics that we would like companies to competitively bid on.

Upset Bids are where the Town has received an unsolicited offer and negotiate with that company or firm. Once negotiations have taken place the Town must advertise for any “upset bids” for 10 days. If an upset bid that is 5% more than the unsolicited bid is received, then the Town must advertise for another 10 days. This process is repeated until no more bids are received that are 5% greater than the previous one.

Town Staff have been discussing the paths forward with our telecommunications attorney and JSI as we will need them for the reporting and the negotiation aspect of the deal.

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TOWN COUNCIL AGENDA ITEM

MEETING DATE:

Agenda Title/Category:	Amendment 3 – Kimly Horn Contract			
Staff Contact/Presenter:	Chip Hill/Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Johnston Road Realignment
Background:	Kimly Horn is the Engineer for the Johnston Road Realignment. The original contract has been amended two additional times. The Town has spent the original amount contract amount for the realignment scope. This is the estimated cost for the remainder of the project, which is still less than the original contract amount for Design and Construction Administration.			
Discussion:	Town Council needs to decide if they would like to approve Amendment 3 and keep Kimly Horn as the Engineer for this project.			
Fiscal impact:	\$25,000			
Attachments:	Amendment 3 – Construction Administration for remainder of project. Original Contract Amendment 1 – Reduction in fees Amendment 2 – Design of Adjacent Parking Lot			
Recommended Motion to be made by Council:				

AMENDMENT NUMBER 3 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 3 dated March 19, 2025 to the agreement between Town of Pineville ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated June 27, 2017 ("the Agreement") concerning Johnston Drive Realignment Design (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

TASK 7 – CONSTRUCTION ADMINISTRATION

CONSTRUCTION PHASE SERVICES

Based on construction progress to date, additional efforts are anticipated beyond what has already been scoped. While KCI is leading the construction administration for the project through a separate contract with the Town, Kimley-Horn is providing support to the efforts as the engineer of record as outlined below.

- *Site Visits* – Attend up to five (5) site visits during construction to observe the Contractor's progress.
- *Shop Drawings* – Review and approve or take other appropriate action in respect to shop drawings, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- *Clarifications/interpretations* – Issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.
- *General Project Coordination* – It is expected that in addition to meetings specifically enumerated within this scope of services, there will be additional informal coordination between the consultant and the Town of Pineville. This coordination will take the form of individual phone calls, conference calls, interim documents, written summaries of current aspects of the project, etc.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

It is anticipated that this amendment is to cover construction administration. The construction schedule is anticipated to be an additional three months.

For the services set forth above, Client shall pay Consultant the following compensation:

It is anticipated that project fees will be modified as shown below.

Current Contract Amount	\$313,000
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Additional Requested Budgets:

Construction Administration	\$ 25,000
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Amended Contract Amount	\$338,000
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CLIENT:

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Anthony J. Sznak _____

Title: Vice President _____

Date: 3/19/2025

Kimley»Horn

June 27, 2017

Mr. Travis Morgan
 Planning Director
 Town of Pineville
 200 Dover Street
 Pineville, NC 28134

Re: Professional Services Agreement
 Johnston Drive Realignment Design

Dear Travis:

Kimley-Horn ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to The Town of Pineville ("Client") for providing transportation engineering services related to the intersection of Johnston Drive. Our project understanding, scope of services, and fee are below.

Project Understanding

We understand the objective of this project is to re-align existing Johnston Drive south of NC 51 (Main Street) to tie-into existing Church Street to the east to make it a proposed four leg intersection. This is proposed to eliminate the existing signal at Johnston Drive and modify the signal at Church Street. It is assumed that approximately 500 feet of Johnston Drive will be realigned, approximately 400 feet of the existing Johnston Drive will be removed, a northbound right turn lane on the realigned Johnston Drive will be added. Re-striping along NC 51 (Main Street) will be necessary to accommodate an eastbound left turn lane of 100 feet of storage and a westbound left turn lane of 100 feet of storage.

It is proposed that a parking lot will be installed in the location of the existing Johnston Drive. The limits of the proposed parking lot are proposed to be along the frontage of the existing shops along the west side of Johnston Road and extend to the east to establish a second parking aisle. It is assumed that no stormwater BMPs will be required.

It is assumed that the existing 6 inch watermain along Johnston Drive will need to be relocated for approximately 500 feet within the right-of-way of the proposed Johnston Drive alignment and will be considered a donated project by Charlotte Water.

This realignment will create a new intersection configuration between Childers Lane and Johnston Drive. It is assumed that Childers Lane is to be designed by GVEST, who is developing the adjacent parcels. It is assumed that all survey services will be provided by the Town through GVEST, including base mapping, staking for proposed geotechnical borings and surveying necessary for final plats.

The following additional assumptions were used in the development of this scope of services:

- Environmental permitting will not be required as a part of this scope.
- Retaining wall design will not be required as a part of this scope.
- No NCDOT involvement except for the signal design plan reviews.
- No storm water detention/retention pond will be required.

- No public involvement is anticipated as a part of this scope.
- No National Environmental Policy Act (NEPA) document is included in this scope.
- Sidewalk/Pedestrian accommodations will be provided.

The aforementioned improvements are taken from *Concept 3a* of the planning study and conversations with the Town. The scope below is based upon conversations with the Town of Pineville staff.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 - DATA COLLECTION AND ANALYSIS

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*.

Physical Setting – The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information – A review of selected historical sources will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed. The client and the current or past owners will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site.

Regulatory Records Review – Consistent with ASTM E1527-13, selected federal, state, and tribal databases are typically reviewed for indications of RECs within their approximate minimum search distances. A database firm will be subcontracted to access governmental records used in this portion of the assessment. In addition to the database review, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

Site and Adjoining/Surrounding Property Reconnaissance – A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance

may include an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. The adjoining property reconnaissance will consist of visual observations of the surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation – A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d).

GEOTECHNICAL EVALUATION

Field Program – Based on the provided “Johnson Drive Alignment, Concept 3a” plan that was dated December 3, 2014, and ongoing discussions with Kimley-Horn, Kimley-Horn through the use of a sub-consultant proposes to perform six (6) soil test borings along the proposed Johnson Drive and Childers Lane alignments to depths of 10 to 15 feet below existing grades (or auger refusal, if shallower). The frequency and depths of these borings will be performed in accordance with the North Carolina Department of Transportation’s “Guidelines and Procedures Manual for Subsurface Investigations.” These borings will help determine geotechnical aspects of site grading and construction, such as suitability of onsite soils for fill, depth of relatively shallow rock, etc., as well as for pavement recommendations. Rock coring is neither planned nor included in this scope of services.

Sampling will be in general accordance with NCDOT standard procedures wherein split-barrel samples are obtained. Four samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition, we will observe and record groundwater levels during and after drilling, if encountered within boring termination depths. Once the samples have been collected in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact North Carolina One Call for location of utilities in public easements. Location of private lines is not part of the One Call Service. Consultant will utilize a private utility locator to assist with locating private utilities; however, all private lines should be marked by others prior to commencement of drilling. The cost of a private utility locator has been included in our scope of services and fee.

The borings will be located using hand measuring equipment and estimating angles and distances from existing features and/or by using a hand-held GPS unit (accurate to within about 15 feet). The layout of the boring locations will be approximate. The number and

locations may be adjusted in the field in response to existing site features or the subsurface conditions encountered.

For safety purposes, all borings will be backfilled immediately after their completion and patched with asphalt cold patch, where necessary. Excess auger cuttings will be disposed of on the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We could provide this service at your request or grout the holes, but this would involve additional cost.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content determination tests, California Bearing Ratio (CRB) tests, Standard Proctor tests, Atterberg limit tests, and grain size sieve analyses, as appropriate.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of North Carolina. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will be prepared in accordance with generally accepted industry standards, and will not follow the report format of Inventory and Recommendation Reports as outlined in the NC DOT “Guidelines and Procedures Manual for Subsurface Investigations.” The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification
- Groundwater levels observed during and after completion of drilling
- Boring location plan
- Subsurface exploration procedures
- Encountered soils conditions
- Laboratory test results
- Pavement recommendations
- Suitability of onsite soils for reuse as fill
- Subgrade preparation/earthwork recommendations
- Comments regarding subsurface conditions that could potentially impact the project

TASK 2 - ROADWAY DESIGN

Kimley-Horn will prepare construction documents and assist the Town of Pineville to obtain anticipated permits for the roadway improvements for the preferred alternative. This scope of work assumes that *Concept 3a* from the planning study will be the preferred alternative.

DESIGN CRITERIA DEVELOPMENT

Kimley-Horn will compile a summary of appropriate design criteria for this particular site and submit to the Town for review. Design criteria will consist of design speeds, lane and shoulder widths, horizontal and vertical curvature ("k" values), minimum and maximum grades, sight distance, turning radii, ditch grades, bridge design components, and drainage design parameters. Town comments will be incorporated into the final design criteria.

PRELIMINARY PLANS

Using the established design criteria and obtained survey, Kimley-Horn will develop preliminary roadway design plans. Preliminary plans will consist of a cover, typical sections, roadway plan, and profiles and cross sections. Preliminary plans will be developed to the stage at which approximately 30% of the final roadway design for the project is complete.

After an internal review of the preliminary plans, Kimley-Horn will submit copies of the preliminary plans to the Town of Pineville for review. Kimley-Horn will attend one meeting with the Town to review comments provided. Kimley-Horn will incorporate The Town of Pineville comments into the 90% Right-of-way plans. A preliminary opinion of probable construction cost (OPCC) will be provided to the Town for the design alternative as a part of this task. In addition to the elements necessary for the roadway construction, the OPCCs will include cost associated with right-of-way impacts, utility relocations and construction engineering and inspections. All quantities and approximated impacts will be based upon the survey information provided by the Client.

It is assumed that Kimley-Horn will determine potential impacts and coordinate with the affected utility providers regarding the scope of the project. Kimley-Horn will begin utility coordination once 30% plans are complete. Kimley-Horn will compile a list of utility providers within the project limits and submit the 30% plans along with an initial letter notifying the utility providers of the project. Shortly thereafter, Kimley-Horn will coordinate and conduct an initial field meeting to discuss the project. At this meeting, the team will identify potential utility conflicts. Kimley-Horn will request that the utility providers develop relocation plans, if necessary, and submit back to Kimley-Horn for incorporation into the roadway plans.

RIGHT-OF-WAY PLANS

Based on the requirements and comments received on the preliminary plans, Kimley-Horn will develop right-of-way roadway design plans. In addition to the preliminary roadway design revisions, right-of-way design will include driveway profiles (two assumed), pavement marking and signage plans, preliminary erosion control plans and calculations and drainage plans and calculations. Kimley-Horn will also provide traffic control phasing and details. A right-of-way data sheet and property strip maps also will be required before finalizing the

right-of-way plans. Right-of-way roadway plans will be developed to the stage at which approximately 90% of the roadway design for the project is complete.

Prior to initiating the drainage design, a field reconnaissance will be performed to inventory the existing storm drainage structures and to verify the boundaries of tributary watersheds draining throughout the project. An analysis of the existing storm drainage features will then be conducted. Kimley-Horn will then perform roadway drainage design, including determining invert elevations for longitudinal ditches, cross pipes, and energy dissipaters. In addition, Kimley-Horn will provide a sediment and erosion control plan to be used during the construction process to identify the areas requiring additional right-of-way. Kimley-Horn will submit a hydraulic design study and a stormwater management report outlining the results of the hydrology/hydraulics analyses and the proposed design.

In conjunction with the development of 90% plans, the utility providers will develop relocation designs for development of the utility-by-others (UBO) plans for incorporation into the plan set. Kimley-Horn will seek to resolve conflicts of proposed utility relocations among the providers.

After an internal review of the right-of-way plans, Kimley-Horn will submit to The Town of Pineville for review. Kimley-Horn will attend one meeting with the Town to review comments provided. Kimley-Horn will incorporate the Town of Pineville comments into the revised right-of-way plans and re-submit to the Town for approval prior to beginning ROW acquisition.

FINAL PLANS

Based on the requirements and comments received on the right-of-way plans, Kimley-Horn will develop final roadway design plans. In addition to the right-of-way design revisions, final design will include a summary of estimated quantities and general construction notes.

After an internal review of the final design, Kimley-Horn will submit copies of the final plans to the Town of Pineville for review. Kimley-Horn will incorporate The Town of Pineville comments and re-submit for approval. Once approved by the Town, Kimley-Horn will submit erosion control drawings and calculations to North Carolina Department of Environmental Quality (NCDEQ) for a grading permit. One round of comments from NCDEQ will be completed as part of the final plan task. All permitting fees will be paid for by The Town of Pineville.

Once NCDEQ has approved the final plans, Kimley-Horn will submit hard-copies of the final sealed plans to The Town of Pineville, as well as electronic copies.

TASK 3 - TRAFFIC SIGNAL DESIGN

TRAFFIC SIGNAL PLANS

Kimley-Horn will upgrade the existing fully-actuated metal pole and mast arm traffic signal for the intersection of NC 51 (Main Street) and Church Street. The traffic signal will be owned and maintained by NCDOT. NCDOT will review our plans and provide field inspection of the signal installation. The project will also remove the existing metal pole and mast arm signal at NC 51 (Main Street) and Johnston Drive.

Based on the survey data, Kimley-Horn will design the traffic signal in conformance to NCDOT standards. The signal will be designed to use a NEMA TS-1 cabinet, 2070 (NEMA adapted) controller and inductive loop detection. The intersection will utilize permissive phasing for all approaches.

A signed Traffic Signal Agreement (TSA) is required by NCDOT before traffic signal designs are reviewed by NCDOT. NCDOT plan review can be conducted in parallel with processing of the Agreement if a deposit (typically \$5,000) is included with the request for the Agreement (prepared by Kimley-Horn on the behalf the Client) to cover NCDOT anticipated labor costs for these services.

Signal plans will be prepared in English units and will include the preparation of the following items:

Intersection Layout Plan. This plan will include the overall layout of the intersection showing the items proposed for construction. Items on the plans will include intersection striping and marking location (not to be considered a pavement marking plan); detection design and location; identification of conduit runs; signal head placement; pole location; location of controller cabinet and pull boxes; phasing diagram; a timing chart; a detection chart; a table of operation; a stop bar location diagram; a pole location diagram; and signal head and sign legends.

Intersection Timing and Phasing Plans. Kimley-Horn will prepare a phasing plan and develop the traffic signal timing to be implemented for the intersection. These timing plans will be based on coordination with the Client, and existing traffic data. The proposed coordinated signal timing will be shown on the signal plan.

Electrical Details Plan. This plan will include details for: the signal monitor programming detail, load resistor installation detail, back-up protection notes and details, and equipment information notes. Kimley-Horn will provide a field connection hook-up chart and electrical detail notes.

Metal Pole Plans. Kimley-Horn will prepare metal pole structural loading plan for each metal pole as required for the traffic signal design. Kimley-Horn will design the structural loading plans to current NCDOT guidelines. The structural loading plans will be based on the traffic signal plans developed for the referenced intersection. The metal pole structural loading plans will include the proposed signal head placement on the span wires, a signal head information chart and an NCDOT metal pole base detail. Design elevation and vertical clearances will be based on the survey and roadway design files provided by the client. Metal pole and foundation

fabrication details and structural analysis will be prepared by the signal contractor and/or their subcontracted pole supplier and is not a part of this agreement.

Kimley-Horn will coordinate with the NCDOT Division office and the Raleigh Signal Design Section of NCDOT to present our initial design concepts and recommendations and seek their input and initial approval. Kimley-Horn will make adjustments and revisions to our design parameters as discussed in this initial conference.

Kimley-Horn will prepare and submit to NCDOT our 90% signal, electrical and metal pole plans. Upon receipt of 90% review comments, Kimley-Horn will revise our plans if needed. Kimley-Horn will then sign, seal, and submit the 100% signal and electrical plans to NCDOT. It is assumed that only the three (3) submittals will be required.

Kimley-Horn will prepare Project Special Provisions for the traffic signal work based on the latest version of the electronic file available on the NCDOT website. If NCDOT releases an update to the Project Special Provisions during the course of this project, Kimley-Horn will revise the Project Special Provisions as an additional service.

CABLE ROUTING PLANS

At the request of NCDOT, communication cable routing plans will be developed in accordance with NCDOT standards for the intersection of NC 51 (Main Street) and Church Street. The interconnect plans will tie into the existing system on NC 51 (Main Street). The interconnect plans will be developed from base mapping from available data provided by NCDOT and field reconnaissance. The fiber optic cable will be installed underground to interconnect the proposed traffic signal with the existing closed loop signal system along NC 51 (Main Street). Using input from the field review and NCDOT, Kimley-Horn will develop design plans.

The cable layout plans will depict the following:

- Approximate cable location
- Cable type and cable fiber count
- Approximate conduit location with offset from edge of roadway
- Cable splice details
- Conduit installation method
- Location of junction boxes
- Hardware to be installed in the signal cabinets

CORRIDOR TIMING PLANS

Kimley-Horn will use the existing system timings provided by NCDOT for implementation at the new traffic signal.

This task will consist of the following items:

- Analyses:
 - Cycle lengths will be based on existing system cycle lengths being used.
 - Set-up and analysis using Synchro 8.0 under 2015 conditions with the planned geometry/phasing (per signal plans obtained) to determine recommended offsets and splits to synchronize this signal with current corridor offsets and timings.
 - We will prepare timing plans for weekday AM peak, off peak, and PM peak.
- We will provide one coding sheet for the intersection. The coding sheet will consist of cycle, splits and offsets only. This assumes the system timing parameters will be fit into the existing system without impact to adjacent system intersections (i.e. no changes to other system intersections).
- We will coordinate with the Town and NCDOT for approval of the coding sheet prior to implementation. This scope accounts for up to three hours of coordination.
- We will provide up to one full weekday of fine tuning.

TASK 4 - SITE/CIVIL DESIGN

SITE/CIVIL CONSTRUCTION DOCUMENTS

Based upon the Client approved Concept 3a, Kimley-Horn will develop Construction Documents for the parking lot with the following information:

- Site Plan with:
 - Location data (dimensions, horizontal control)
 - Materials indications (paving, curb and gutter)
 - On-site pavement markings for surface parking areas
- Two-Phase Erosion Control Plan with:
 - Erosion Control measures (silt fence, inlet protection)
 - Stabilization
- Grading and Drainage Plan with:
 - Contours at one-foot intervals and spot elevations at critical locations
 - Stormwater drainage pipe layout
 - Stormwater drainage structures (rim and invert elevations; structural design of underground detention vaults, if required, is not included in the base scope)
- Code Required Planting Plan
 - Areas to receive required landscape materials
 - Plant list with location and spacing
 - An enhanced landscaping/hardscape plan can be provided as an additional service
- Construction Details (Civil)
 - Site materials (paving, curb and gutter.)
 - Erosion control

- Storm drainage
- Construction Specifications

SITE/CIVIL PERMITTING

Kimley-Horn will submit Site Construction Documents or assist with submittals to the appropriate government review agencies (listed below) for the following:

- Kimley-Horn will submit to the Town of Pineville for full plan review. Kimley-Horn will administer this process and lead the review with coordination from the Client and project co-consultants. Kimley-Horn will incorporate comments from one review. The submittal will include the following department reviews:
 - Grading and Erosion Control
 - Engineering
 - Planning
- Kimley-Horn will submit to NCDEQ for grading and erosion control plan review. The work performed as a part of this task will be included within the overall grading and erosion control plan package that will be submitted to NCDEQ. Kimley-Horn will incorporate comments from one review. Kimley-Horn will administer this process and lead the review with coordination from the Client and project co-consultants

TASK 5 - WATER MAIN DESIGN

The Consultant will provide the following professional services:

DATA COLLECTION

Review data provided by the Charlotte Water Including any GIS, record drawings or historical sewer maps.

UTILITY DESIGN

The Consultant will provide the following professional services:

- Prepare Documents - Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x34" plan and profile sheets at a scale of 1"=20'. Kimley-Horn anticipates preparing approximately 3 plan sheets. Kimley-Horn will provide the following information on the plan sheets:
 - Plan view
 - Profiles
 - Details
 - General Notes

- Specifications will include technical specifications for materials and installation of the proposed facilities.
- Submit to the Client 95% complete plans, specifications, Contract Documents, and final opinion of probable construction cost (OPCC) for review and comments.
- Submit to the Charlotte Water 95% complete plans, specifications and any Contract Documents for review and comments.
- Make one round of revisions based on the Client's review of the 95% submittal and submit final plans.
- Provide engineers certification and record drawings based on contractor's mark-ups and final survey.

PERMITTING

Kimley-Horn will prepare applications and standard supporting documentation for the following Regulatory Agency reviews required for this Project:

- Prepare and submit design documents and permit applications to Charlotte Water.

TASK 6 - LIGHTING DESIGN

PHOTOMETRIC PLANS

Kimley-Horn will prepare intersection lighting plans for the proposed realignment and adjacent sidewalk. This project will utilize street lights and poles selected by the Town. Street lights will be metered for power from Town of Pineville. Street lights will include receptacles mounted on the street lighting poles and photocells.

The Consultant will model proposed roadway luminaires within the proposed project area using lighting design software AGI-32TM. Kimley-Horn will perform photometric calculations supporting light pole locations, heights, and fixtures in accordance with the NCDOT criterion for fixture type, height, spacing, minimum light levels, and maximum light levels. The ground light level calculations will be measured in foot-candles (FC) on a 10' x 10' grid. The Consultant will submit preliminary photometric plans for review by the Town. Final photometric plans will be developed from the preliminary plans, once comments are received from the Town.

The photometric design will include the following elements:

- Photometric modeling of the proposed luminaire placements to achieve the FC requirements using AGI-32TM lighting design software.
- Diagrammatic horizontal layout of lighting fixtures/poles for the proposed roadway areas.
- Luminaire Summary Schedule.

- Photometric Schedule identifying lighting FC minimums, FC maximums, average FC values, maximum to minimum FC values and average to minimum FC values as required by any NCDOT requirements.
- Centerline station and offset distances at 100% submittal

TASK 7 - CONSTRUCTION ADMINISTRATION

BID PHASE SERVICES

Kimley-Horn will prepare and assemble construction bidding documents, including specifications for the subject Work and the construction contract, based on "Standard General Conditions of the Construction Contract" (EJCDC No. C-700, 2007 edition) prepared by the Engineers Joint Contract Documents Committee. Kimley-Horn will issue bid packages for the submittal of quotations to perform the work and answer questions from potential bidders. Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation. If requested by the Client, Kimley-Horn will notify the selected Contractor. For fee estimating purposes, a total of 60 hours was assumed for this item. Time expended beyond this allotment shall be considered an additional service.

CONSTRUCTION PHASE SERVICES

The estimated hourly fee for this task was developed assuming that during the construction phase Kimley-Horn and its sub-consultant shall perform:

General Administration

- Project construction administration will be conducted by Kimley-Horn in an offsite capacity.
- The Kimley-Horn sub-consultant fee is assumed as an average of 40 hours a week for 6 months. Actual time invoiced will be based on actual time needed to meet contract requirements. Additional scope of work or extension of project duration will need to be negotiated.
- Kimley-Horn's sub-consultant will observe project construction per plans, specifications, construction contract and NCDOT Standards and specifications.

Project Quantities – The sub-consultant will track quantities of materials used on the project and document material received in accordance with the NCDOT standards and practices, based on the latest version of the Standard Specifications and Project Special Provisions (2012).

Construction Engineering and Construction Services

- *Daily Observation Reports* – Kimley-Horn's sub-consultant will observe daily operations of contractor per NCDOT standard specifications. The Town will provide pertinent forms it typically uses for construction projects.

- *Project Diaries* – Construction activities will be monitored and documented by the sub-consultant per NCDOT standards, specifications, and Construction Manual with the approved daily report form. Pertinent forms will be provided to the sub-consultant prior to project so that the correct documentation is used.
- *Materials Received* – Project materials received to be used on the project will be recorded by the sub-consultant per NCDOT standards specifications and Construction Manual.
- *Keep Red Book for Pay Items* – The sub-consultant will maintain and update pay record books to document pay quantities and material received per NCDOT standards specifications and Construction Manual.
- *Coordinate Testing with Contractor and Materials Lab* – The sub-consultant will coordinate testing with the Materials Lab.
- *Verify Testing Certification* – The sub-consultant will conduct verification testing per NCDOT standards, specifications, and Construction Manual.
- *Subgrade Evaluation* – The sub-consultant will observe subgrade operations, including density test and proof rolls.
- *Material Testing* – The sub-consultant will provide NCDOT certified inspectors to conduct concrete testing per NCDOT standards and specifications.
- *Pre-construction Conference* – Attend one pre-construction conference.
- *Site Visits* – Attend up to three (3) site visits during construction to observe the Contractor's progress.
- *Shop Drawings* – Review and approve or take other appropriate action in respect to shop drawings, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- *Clarifications/interpretations* – Issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.
- *Record Drawings* – Upon completion of the construction phase, provide to the Client "Record Drawings" of the proposed water line facilities, based on red-lined construction plans as marked up during construction by the Contractor to designate field adjustments made to the plans. Record Drawings will consist of one set each of full- and half-size signed/sealed plans and one CD with the associated AutoCAD files.
- *Final Walk-through* – Kimley-Horn will conduct a final site visit with the Contractor and Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor upon Town/NCDOT

approval. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Quality Control/Quality Assurance

As part of QA/QC process, the sub-consultant's project manager will conduct field observations to assess the compliance and quality of work. During the construction phase of the project, the sub-consultant's project manager will make bi-weekly visits to monitor the projects conformity to the approved plans, NCDOT specifications, and all other contractual obligations. Project management reimbursement will be invoiced per the estimate attached.

TASK 8 - PROJECT ORGANIZATION AND MANAGEMENT

The scale, level of complexity, and overall importance of the project to the Town necessitates the involvement of and interface with key public agencies (NCDOT, NCDEQ and The Town of Pineville). As such, regular communication and coordination between Kimley-Horn and the Town will be essential. The scope of work outlines many of the milestone and significant project planned meetings. However, we expect additional coordination among, Kimley-Horn, their sub-consultants and the Town.

a. Project Team Meetings

Kimley-Horn will prepare for and attend up to two (2) project team meetings not already included in the scope above. Kimley-Horn will prepare and distribute meeting notes following the meetings, and will revise meeting notes based on attendee comments.

b. General Agency Coordination

It is expected that in addition to meetings specifically enumerated within this scope of services, there will be additional informal coordination between Kimley-Horn and the key public agencies. This coordination will take the form of individual phone calls, conference calls, interim documents, etc.

c. General Project Coordination

It is expected that in addition to meetings specifically enumerated within this scope of services, there will be additional informal coordination between the consultant and the Town of Pineville. This coordination will take the form of individual phone calls, conference calls, interim documents, written summaries of current aspects of the project, etc.

UNSPECIFIED ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Town requests, will be considered additional services and will be performed at our then current hourly rates. No specific scope has been identified for this task, but a budget has been set aside to accommodate tasks outside the aforementioned scope of services.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Structural Design/Retaining wall design
- Public involvement
- Stormwater Best Management Practice (BMP) design and analysis
- Additional submittals to NCDOT for permitting
- Additional meetings with Client
- Additional meetings with NCDOT
- Additional meetings with utility providers
- Electrical cabling details for lighting
- Environmental Services beyond those outlined in this agreement
- Metal signal pole analysis
- National Environmental Policy Act (NEPA) documentation if state funds are obtained

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Data Collection and Analysis	\$ 20,600
Task 2 Roadway Design	\$ 53,200
Task 3 Traffic Signal Design	\$ 19,000
Task 4 Site/Civil Design	\$ 11,000
Task 5 Water Main Design	\$ 11,000
Task 6 Lighting Design	\$ 7,500
Task 7 Construction Administration	\$133,000
Task 8 Project Organization and Management	\$ 19,700
<u>Unspecified Additional Services</u>	<u>\$ 25,000</u>
Total Lump Sum Labor Fee	\$300,000
Direct Reimbursables	\$ 7,000
Total Contract Amount	\$307,000



Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and "Client" shall refer to the Town of Pineville.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to _____

Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

(Remainder of page intentionally left blank.)



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We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

Kimley-Horn AND ASSOCIATES, INC.

Tony Spacek, PE
Associate

Matt Edwards, PE
Vice President

TOWN OF PINEVILLE

A Municipality

Ryan Spitzer, Town Manager

(Print or Type Name and Title)

rspitzer@pineville.gov

(Email Address)

Barbara Monticello, Witness

Barbara Monticello

(Print or Type Name)

Official Seal:

**This disbursement has been
approved as required by the
Local Government Budget and
Fiscal Control Act.**

Renee D. Dugay

Finance Officer

Attachment – Request for Information
Attachment – Standard Provisions

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

Renee D. Dugay

Finance Officer

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	TOWN OF PINEVILLE		
Mailing Address for Invoices	PO BOX 249 PINEVILLE, NC 28134		
Contact for Billing Inquiries	RICHARD DIXON		
Contact's Phone and e-mail	704-889-1722 RDIXON@PINEVILLENC.GOV		
Client is (check one)	Owner <input checked="" type="checkbox"/>	Agent for Owner <input type="checkbox"/>	Unrelated to Owner <input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
Town of Pineville in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

STBG - DA FUNDS

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Kimley-Horn AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) Consultant's Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) Period of Services. Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) Method of Payment. Compensation shall be paid to the Consultant in accordance with the following provisions: Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this

Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances and Conditions. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 dated March 10, 2023 to the agreement between Town of Pineville ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated June 27, 2017 ("the Agreement") concerning Johnston Drive Realignment Design (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference. It is also to remove services to be performed by a KCI as a part of the original contract as they will be contracting directly with the Town.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

TASK 2 - ROADWAY DESIGN

Kimley-Horn will revise the *EB-5949 – NC 51 (Main Street) Improvements* construction documents to incorporate the southern portion of Johnston Drive Realignment and Childers Lane into the current Final plans and estimate. It is not anticipated that modifications to the Special Provisions will be necessary as a part of the southern project being added.

After an internal review of the plans, Kimley-Horn will submit the Final plans package to NCDOT for review. Kimley-Horn will incorporate NCDOT comments into the revised Final plans.

It is anticipated that Kimley-Horn will also revise the traffic control phasing and details to account for both the northern and southern project to be constructed as one larger project.

Per NCDOT, ROW and Utility/Railroad certifications will need to be obtained for the entire project area including the newly added southern portion. Kimley-Horn will prepare these on behalf of the Town but will need their concurrence on the ROW certification as the ROW necessary for the project was acquired by the Town outside of Kimley-Horn's purview.

TASK 7 – CONSTRUCTION ADMINISTRATION

From Task 7, it is proposed that the following services will be removed from this contract as they will be included in a separate contract between the Town and KCI.

CONSTRUCTION PHASE SERVICES

The estimated hourly fee for this task was developed assuming that during the construction phase it's sub-consultant shall perform:

General Administration

- The Kimley-Horn sub-consultant fee is assumed as an average of 20 hours a week for 6 months. Actual time invoiced will be based on actual time needed to meet contract requirements. Additional scope of work or extension of project duration will need to be negotiated.
- Kimley-Horn's sub-consultant will observe project construction per plans, specifications, construction contract and NCDOT Standards and specifications.

Project Quantities – The sub-consultant will track quantities of materials used on the project and document material received in accordance with the NCDOT standards and practices, based on the latest version of the Standard Specifications and Project Special Provisions (2012).

Construction Engineering and Construction Services

- *Daily Observation Reports* – Kimley-Horn's sub-consultant will observe daily operations of contractor per NCDOT standard specifications. The Town will provide pertinent forms it typically uses for construction projects.
- *Project Diaries* – Construction activities will be monitored and documented by the sub-consultant per NCDOT standards, specifications, and Construction Manual with the approved daily report form. Pertinent forms will be provided to the sub-consultant prior to project so that the correct documentation is used.
- *Materials Received* – Project materials received to be used on the project will be recorded by the sub-consultant per NCDOT standards specifications and Construction Manual.
- *Keep Red Book for Pay Items* – The sub-consultant will maintain and update pay record books to document pay quantities and material received per NCDOT standards specifications and Construction Manual.
- *Coordinate Testing with Contractor and Materials Lab* – The sub-consultant will coordinate testing with the Materials Lab.
- *Verify Testing Certification* – The sub-consultant will conduct verification testing per NCDOT standards, specifications, and Construction Manual.
- *Subgrade Evaluation* – The sub-consultant will observe subgrade operations, including density test and proof rolls.
- *Material Testing* – The sub-consultant will provide NCDOT certified inspectors to conduct concrete testing per NCDOT standards and specifications.

Quality Control/Quality Assurance

As part of QA/QC process, the sub-consultant's project manager will conduct field observations to assess the compliance and quality of work. During the construction phase of the project, the sub-consultant's project manager will make bi-weekly visits to monitor the projects conformity to the approved plans, NCDOT specifications, and all other contractual obligations. Project management reimbursement will be invoiced per the estimate attached.

The following services will remain in the current Kimley-Horn scope:

- *Pre-construction Conference* – Attend one pre-construction conference.
- *Site Visits* – Attend up to three (3) site visits during construction to observe the Contractor's progress.
- *Shop Drawings* – Review and approve or take other appropriate action in respect to shop drawings, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- *Clarifications/interpretations* – Issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the

Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.

- *Record Drawings* – Upon completion of the construction phase, provide to the Client “Record Drawings” of the proposed water line facilities, based on red-lined construction plans as marked up during construction by the Contractor to designate field adjustments made to the plans. Record Drawings will consist of one set each of full- and half-size signed/sealed plans and one CD with the associated AutoCAD files.
- *Final Walk-through* – Kimley-Horn will conduct a final site visit with the Contractor and Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor upon Town/NCDOT approval. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

TASK 8 – NEPA

North Carolina Department of Transportation (NCDOT) and National Environmental Policy Act (NEPA) regulations require that a consultation document be completed prior to the authorization for use of federal funds to acquire right-of-way or begin construction if the most recent NEPA environmental document, such as a Categorical Exclusion (CE), was approved more than a year prior to the request for right-of-way or construction authorization. Kimley-Horn prepared a CE for the subject project, which was approved by NCDOT on July 10, 2020. Kimley-Horn also prepared a Consultation for the subject project that was approved on October 15, 2021. Since more than a year has passed since the completion of the previous environmental document, another consultation must be completed prior to a request for construction authorization being submitted.

Kimley-Horn will prepare a consultation document for STIP Project EB-5949 in compliance with the most recent FHWA and NCDOT standards to assess changes to the environment and project design since the approval of the CE in 2020 and Consultation in 2021. The Consultant will use available GIS and online databases to assess the presence of protected resources such as historic architecture, threatened and endangered species, and jurisdictional resources that may be affected by the proposed project. A draft consultation document will be provided to the Client and NCDOT for review in electronic format. The draft document will be revised based on comments received and distributed to the Client and NCDOT for signature electronically.

A field visit to conduct a threatened and endangered species survey or waters of the US delineations is not anticipated to be warranted based on the findings stated in the CE. However, coordination with the US Fish and Wildlife Service (USFWS) will occur to confirm that previously conducted pedestrian surveys are still applicable. If additional surveys are requested by the USFWS, this will be considered an additional service.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

It is anticipated that this amendment is to cover construction administration. The construction schedule is anticipated to be six months.

For the services set forth above, Client shall pay Consultant the following compensation:

It is anticipated that project fees will be modified as shown below.

Current Budgets:

Data Collection and Analysis	\$ 20,600
Roadway Design	\$ 68,200
Traffic Signal Design	\$ 19,000
Site/Civil Design	\$ 11,000
Water Main Design	\$ 11,000
Construction Administration	\$133,000
Project Organization and Management	\$ 22,200
NEPA	\$ 25,000
Total Lump Sum Labor Fee	\$300,000
Direct Reimbursables	\$ 7,000
Current Contract Amount	\$307,000

Amended Budgets:

Data Collection and Analysis	\$ 20,600
Roadway Design	\$ 83,200
Traffic Signal Design	\$ 19,000
Site/Civil Design	\$ 11,000
Water Main Design	\$ 11,000
Construction Administration	\$ 65,000
Project Organization and Management	\$ 22,200
NEPA	\$ 32,500
Total Lump Sum Labor Fee	\$264,500
Direct Reimbursables	\$ 7,000
Amended Contract Amount	\$271,500

CLIENT:

Town of Pineville
 By: M. L.
 Title: Town Manager
 Date: 3/15/2023

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.
 By: Anthony J. Sznak
 Title: Vice President
 Date: 03/14/2023

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 2 dated October 26, 2023 to the agreement between Town of Pineville ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated June 27, 2017 ("the Agreement") concerning Johnston Drive Realignment Design (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

TASK 2 - ROADWAY DESIGN

Kimley-Horn will revise the southern portion of the Johnston Drive Realignment and Childers Lane into the current Final plans and estimate. It is not anticipated that modifications to the Special Provisions will be necessary as a part of the southern project being added. Modifications to the design include:

- Addition of the driveway connection from the abandoned Johnston Drive to Childers Lane and associated stormwater design updates.
- Removal and subsequent addition back of the sidewalk on the north side of Childers Lane along Montgomery parcel.

After an internal review of the plans, Kimley-Horn will submit the Final plans package to NCDOT for review. Kimley-Horn will incorporate NCDOT comments into the revised Final plans.

TASK 4 – SITE/CIVIL DESIGN

SITE/CIVIL CONSTRUCTION DOCUMENTS

Based upon the Client approved Concept 3 (which has been posted on-site during the current construction), Kimley-Horn will develop Construction Documents for the parking lot along the east side of Johnston Drive north of Lyndon Station Drive with the following information:

- Site Plan with:
 - Location data (dimensions, horizontal control)
 - Materials indications (paving, curb and gutter)
 - On-site pavement markings for surface parking areas
- Two-Phase Erosion Control Plan with:
 - Erosion Control measures (silt fence, inlet protection)
 - Stabilization
- Grading and Drainage Plan with:
 - Contours at one-foot intervals and spot elevations at critical locations
 - Stormwater drainage pipe layout
 - Stormwater drainage structures (rim and invert elevations; structural design of underground detention vaults, if required, is not included in the base scope)
- Code Required Planting Plan

- Areas to receive required landscape materials
- Plant list with location and spacing
- An enhanced landscaping/hardscape plan can be provided as an additional service
- Construction Details (Civil)
 - Site materials (paving, curb and gutter.)
 - Erosion control
 - Storm drainage
- Construction Specifications

SITE/CIVIL PERMITTING

Kimley-Horn will submit Site Construction Documents or assist with submittals to the appropriate government review agencies (listed below) for the following:

- Kimley-Horn will submit to the Town of Pineville for full plan review. Kimley-Horn will administer this process and lead the review with coordination from the Client and project co-consultants. Kimley-Horn will incorporate comments from one review. The submittal will include the following department reviews:
 - Grading and Erosion Control
 - Engineering
 - Planning
- Kimley-Horn assumes that no NCDEQ permitting will be required since less than an acre of disturbance is anticipated.

TASK 7 – CONSTRUCTION ADMINISTRATION

CONSTRUCTION PHASE SERVICES

Based on construction progress to date, additional efforts are anticipated beyond what has already been scoped. While KCI is leading the construction administration for the project through a separate contract with the Town, Kimley-Horn is providing support to the efforts as the engineer of record as outlined below.

- *Site Visits* – Attend up to three (3) site visits during construction to observe the Contractor's progress.
- *Shop Drawings* – Review and approve or take other appropriate action in respect to shop drawings, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- *Clarifications/interpretations* – Issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.

TASK 8 - PROJECT ORGANIZATION AND MANAGEMENT

The scale, level of complexity, and overall importance of the project to the Town necessitates the involvement of and interface with key project stakeholders (NCDOT, Contractor, KCI and The

Town of Pineville). As such, regular communication and coordination between Kimley-Horn and the Town will be essential. The scope of work outlines many of the milestone and significant project planned meetings. However, we expect additional coordination among, Kimley-Horn, their sub-consultants and the Town.

a. *General Agency Coordination*

It is expected that in addition to meetings specifically enumerated within this scope of services, there will be additional informal coordination between Kimley-Horn and the key public agencies. This coordination will take the form of individual phone calls, conference calls, interim documents, etc.

b. *General Project Coordination*

It is expected that in addition to meetings specifically enumerated within this scope of services, there will be additional informal coordination between the consultant and the Town of Pineville. This coordination will take the form of individual phone calls, conference calls, interim documents, written summaries of current aspects of the project, etc.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

It is anticipated that this amendment is to cover construction administration. The construction schedule is anticipated to be an additional three months.

For the services set forth above, Client shall pay Consultant the following compensation:

It is anticipated that project fees will be modified as shown below.

Current Contract Amount	\$271,500
Additional Requested Budgets:	
Roadway Design	\$ 5,000
Site/Civil Design	\$ 19,000
Construction Administration	\$ 15,000
<u>Project Organization and Management</u>	<u>\$ 2,500</u>
Total Lump Sum Labor Fee	\$ 41,500
Amended Contract Amount	\$313,000

CLIENT:

Town of Pineville
By: [Signature]
Title: Town Manager
Date: 10/24/2023

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.
By: [Signature]
Title: Vice President
Date: 10/26/2023

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

Rev 7/18

Finance Officer

10/26/23



PUBLIC WORKS

To: Town Council
 From: Chip Hill
 Date: April 1, 2025
 Re: Public Works Updates

Johnston Drive Alignment: Sealand contractors has completed a majority of the 6-in water line work along phase 2 of the project. The remaining are the residential tie-ins between Childers Lane and Linden Station as well as the business tie-in for 315 Main Street. Currently Sealand is waiting for utility relocates in regard to the electrical cabinet, gas main, and communications box at the intersection of Childers Lane and Johnston drive

Sidewalks on S Polk: Carolina wetlands Services has completed a substantial portion of the sidewalk to date. Curb and ramps remain at the southernmost entrance to Sable Point Apartments as well as small sections of sidewalk between Sable Point Apartments and the car wash further south on Polk Street. The sidewalk flume also needs to be completed with the installation of the handrail, metal plate walking surfaces, and riprap storm water pad.

Main Street Crosswalks: The engineer is working on construction plans. Engineer has requested the fee proposal from SUE subconsultants for the underground vertical utility locations to be presented for consideration to the Town.

Huntley Glen: Interior work was done and is almost complete. Small items remain. The sidewalk at the entrance has been completed and all the small items should be completed by Thursday. The email to Planning and Zoning for Town acceptance should be sent this week.

Huntley Glen Townhouses: Wrapping up videos. Infrastructure work is complete. Just waiting on the final walk and check off. This is mostly private infrastructure.

Parkway Crossing: Phase one pipe repairs have been completed. Working on Phase 2. Expected June completion time for all SD pipe repairs. As-builts are still being addressed for pipe repairs and will be submitted when they can run the calcs on the repairs.

Preston Park: Video requirements have been worked out and the video has been sent to LaBella. Phase 1 as-builts are complete. Waiting on the video approval to schedule pre-con.

McCullough: Initial video has been sent over to Mecklenburg County. The video is a bit scattered with some sections missing. The contractor is working on missing sections. The as-builts are in the system waiting review and approval.

Miller Farms: Project progressing. Proof rolls are ongoing for roads. Storm lines are going in per the PLDS process. All work is following the process and things are working well.

Chadwick Park: No repair work has been started. All ramps with the exception of Childers and Johnston will need to be in per current standards. All alleyways will need to be petitioned separately from the roads to be taken over by the Town. The developer has been made aware of this. Mecklenburg County and Town staff walked ADA ramps and other sections of the neighborhood with the contractor on 3/13/2025 to go over the scope of work on site.

Coventry: Pipe certification letter and report sent. Roadway certification was sent this week. Roadway certification was not fully certified with deficiencies. Work has been put to a stop until they can certify, repair or complete per the PLDS manual the installation of roads.

Carolina Logistics Park: As-builts complete. The video is approved. Prefinal was completed on 3/17/2025 and they were given a punch list of items to address.

*see attached spreadsheet for pending/issued permit for FY 2025

Fiscal Year 2025

Ashley Northup/AT&T	625 Eagleton Downs	Issued	PW20240812EAGLETONDOWNS625
Zach Pellicone/Charlotte Water	10112 Industrial Drive	Issued	PW20240807INDUSTRIAL10112
Paul Tatsis/PNG	307 College Street	Issued	PW20240729COLLEGE307
Ashley Northup/AT&T	10810 Park Crossing Dr	Issued	PW20240806PARKCROSSING10810
O'brien Walls/Charlotte Water	109 N Polk Street	Issued	PW20240731NPOLK109
AT&T/SourceOne/Rosita Villavicencio	12026 Carolina Logistics Drive	Issued	PW20241011CAROLINALOGISTICS12026
AT&T/Ashley Northup	10901 Downs Rd	Canceled	
Charlotte Water/Samuel Yuhas	10496 Park Road	Issued	PW20241008PARKROAD10496
Charlotte Water/Samuel Yuhas	12031 Lancaster Hwy/Carolina Place	Issued	PW20241010LANCASTERHWY12031
AT&T/SourceOne/Rosita Villavicencio	12020 Carolina Logistics Drive	Issued	PW20241017CAROLINALOGISTICS12020
Spectrum/STS Cable Services/Tracey Kendall	11925 Carolina Logistics Drive	Issued	PW20241024CAROLINALOGISTICS11925
AT&T/SourceOne/Rosita Villavicencio	10230 Pineville Distribution/Industrial Dr	Issued	PW20250130PINEVILLEDISTRIBUTIONST10230
Spectrum/ACP Fiber Services/Ryan McCumber	Miller Road	Issued	PW20250115MILLER
Charlotte Water/Cirilo Saba	265 Eden Circle/Cone Avenue	Issued	PW20250211EDENCIRCLE265
Comporium/Utility Design/Ross Bradley	12720 & 11724 Downs Road	Issued	PW20250318DOWNSRD12720
Charlotte Water/Samuel Yuhas	10201 Industrial Dr/Emmett Dr	Issued	PW20250313INDUSTRIAL10201



Human Resources

Linda Gaddy, PHR SHRM-CP MSHR
 lgaddy@pinevillenc.gov
 (704) 889-2362

To: Ryan Spitzer, Town Manager
 Members of the Town Council

From: Linda Gaddy

Date: 4/1/2025

Re: Human Resources Monthly Report

Ryan,

Enclosed is the Human Resources Department Monthly Report for the month of March 2025.

New Hires:

Tim Hayes, P/T Park Aide

Resignation/Termination:

Daniel Cameron – 911 Telecommunicator in training

Tyler Griswold – BLET Trainee

Kyle McClure – Police Officer

Retirements:

Mitchell Creech, Systems Technician Supervisor, May 1st

Transfers:

none

Promotions:

none

Current Openings:

Police Officer, five sworn Police Patrol or Investigations openings; 2 B.L.E.T. trainees in school; recruiting for the July class session is underway.

911 Telecommunicator, three openings, accepting applications, interviewing, checking backgrounds

Crime Analyst, interviews complete, offer accepted

Departmental Update:

Employee Appreciation and events:

March 7 was National Employee Appreciation Day. To recognize our staff, coffee and Dunkin Donuts and treats were delivered to each team on March 6 and 7th by the H.R. team.

The Employee Spring Picnic date has been set for Thursday May 8th at the Hut with a Hawaiian Luau theme. Fun entertainment, contests, food and prizes and a great time to hang out and wear our best tropical outfits!

Safety:

Four minor incidents to report this month due to non-preventable and preventable normal police officer operations that resulted in just minor property damage.

Annual First Aid/CPR/AED class was held Thursday 3/6 for 20 participants (police dept. conducts theirs separately).

Funds have been coming in from approvals for NC Safety grants for Public Works and Parks & Rec.

The NC Health and Safety Council and the NC Department of Labor announced this year's NC Safety Awards. Safety representatives from each department will attend the awards banquet on April 8th to recognize their achievements and meet the new Dept. of Labor Insurance Commissioner, the honorable Luke Farley. The following Departments received a Gold Award: Administration, Public Works, Parks & Recreation, and PCS, based on days of work missed and their incident reports and DART rate in 2024 compared to others in the same category throughout the State. For these departments, this represents multiple consecutive years that they received a GOLD award. For some this will be the 11th consecutive year.

Recruiting:

We are seeking experienced Police Officers, B.L.E.T. police trainees for the summer class start, and three 911 Telecommunicators. An offer has been accepted for the open law enforcement Crime Analyst position with a planned start date in early May. We also began the search for three Summer Camp Counselors to round out our team of returning counselors.

Compensation Study:

Baker Tilly consultants completed a compensation study for the entire Town in January. The recommended and approved plans were executed effective March 5, 2025. Staff received pay increases indicated by the new plans on March 5th. Policies and procedures surrounding the changes to compensation plans have been implemented and shared with staff. Internal staff have been trained in maintenance of the pay structures. The tools are being utilized to plan future changes to keep up with market changes and any new or revised positions.

Wellness:

A morning event is planned for April 10th and hosted by human resources will be a time for staff to intentionally de-compress and learn relaxation and stress relief techniques and resources.

We continue to issue reimbursements to employees through the wellness benefit which rewards and encourages healthy living (physical, financial and lifestyle wellness). Budgeted wellness dollars reimburse employees for approved expenses in these categories. They can each claim up to \$600 of reimbursement during the benefit/fiscal year. Taking care of our staff benefits the Town in many ways from lower turnover, higher productivity and less missed work, as well as lower medical claims.

Pics from last year's Safety Awards banquet with the Commissioner of Labor ...



Parks & Recreation-GOLD



Public Works-GOLD



PCS - GOLD



Administration-GOLD



DE-STRESS & REFRESH EVENT

LOOKING FOR A WAY TO DE-STRESS
FOR STRESS AWARENESS MONTH?

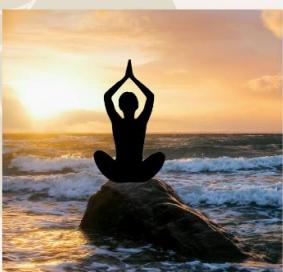
APRIL 10TH
9 AM - 11 AM
TOWN HALL COUNCIL
CHAMBERS



WHAT WILL BE AT THE EVENT?

1

Coffee, tea station, bagels, &
other delicious breakfast
items



2

Guided meditation with Noel
Hall from Parks & Rec Yoga.

10:15 am- 11 am

3

Resources for wellness,
coloring pages, mindfulness
prompts





PINEVILLE COMMUNICATION SYSTEMS

INTERNET RESULTS FOR MONTH ENDING 03-31-2025

REVENUE AREA	MONTH ENDING 01-31-2025	INSTALLS SOLD AND COMPLETED IN FEB.	DISCONNECTS TAKEN AND EXECUTED IN FEB.	MONTH ENDING 2-28 2025	INSTALLS SOLD AND COMPLETED IN MAR.	DISCONNECTS TAKEN AND EXECUTED IN MAR.	MONTH ENDING 03-31-2025	SOLD IN MAR ON SCHEDULE FOR INSTALLATION AFTER BILLING OR IN APR	TOTAL INTERNET FOR MONTH ENDING 03-31-2025	TOTAL AS OF 03-31-2025
ILEC	588	12	-4	596	10	-1	605	0	605	605
CLEC	639	4	-7	636	6	-4	638	0	638	638
TOTAL	1227	16	-11	1232	16	-5	1243	0	1243	1243



100M to 1 GIG SPEED OFFERING TAKE RATE TO DATE

INTERNET RESULTS FOR MONTH ENDING 03-31- 2025	Feb-25	Mar-25	SERVICE AREA	RES OR BUS	SPEED	NET GROWTH/LOSS FROM PREVIOUS MONTH	
	211	210	CLEC	RES	300M	-1	
	88	92	CLEC	RES	600M	4	
	200	199	CLEC	RES	1GIG	-1	
	6	6	CLEC	BUS	100M	0	
	8	9	CLEC	BUS	1 GIG	1	
	3	3	CLEC	BUS	200M	0	
	3	2	CLEC	BUS	400M	-1	
	33	33	ILEC	BUS	100M	0	
	5	5	ILEC	BUS	200M	0	
	8	8	ILEC	BUS	400M	0	
	26	26	ILEC	BUS	1 GIG	0	
	138	139	ILEC	RES	1 GIG	1	
	235	240	ILEC	RES	300M	5	
	55	59	ILEC	RES	600M	4	
TOTAL	1019	1031				12	
1031							
<i>82% of our Internet subscribers now subscribe to 100M or higher</i>							



LINE COUNT AS OF 3-31-2025

LINE COUNT FOR MONTH ENDING 03-31-2025	LINE COUNT MONTH ENDING 2-28-2025	LINE COUNT MONTH ENDING 03-31-2025	
BUS	36	36	0
RES	83	82	-1
CLEC SUBTOTAL	119	118	-1
ILEC LINE COUNT	LINE COUNT MONTH ENDING 2-28-2025	LINE COUNT MONTH ENDING 03-31-2025	
BUS	282	273	-9
RES	97	96	-1
	379	369	-10
COMBINED LINE COUNT	498	487	-11



PINEVILLE POLICE DEPARTMENT

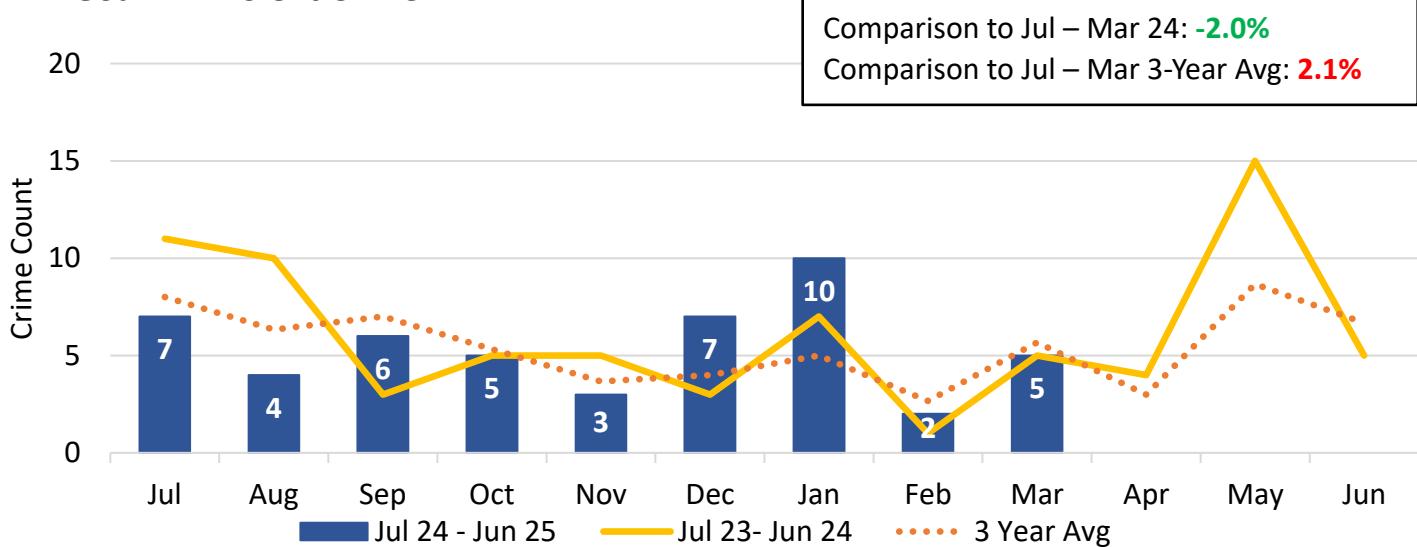
MONTHLY REPORT

March 2025

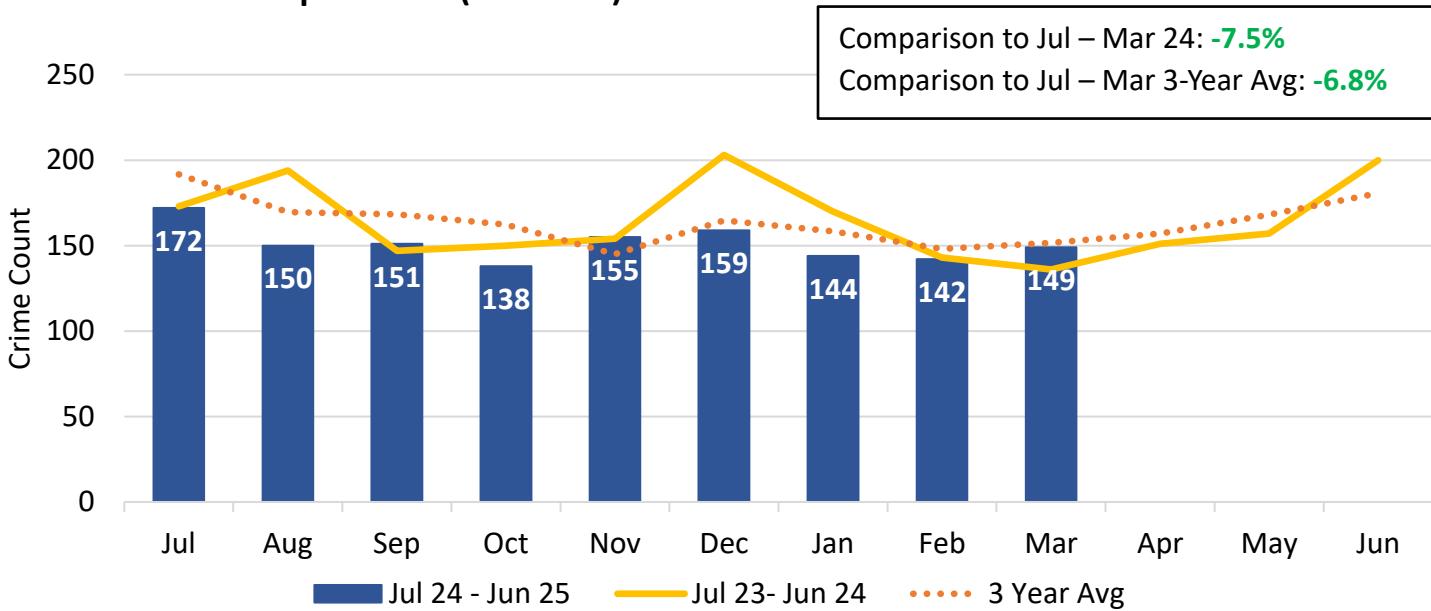
Crime Goals

Below is the evaluation of the police department's crime goals. Goals are measured for 12 months based on the fiscal year. For the year of July 2024 – June 2025, the goal is to reduce violent crime and reduce all crime by 5%.

Goal #1: Violent Crime



Goal #2: Group A Crime (All Crime)



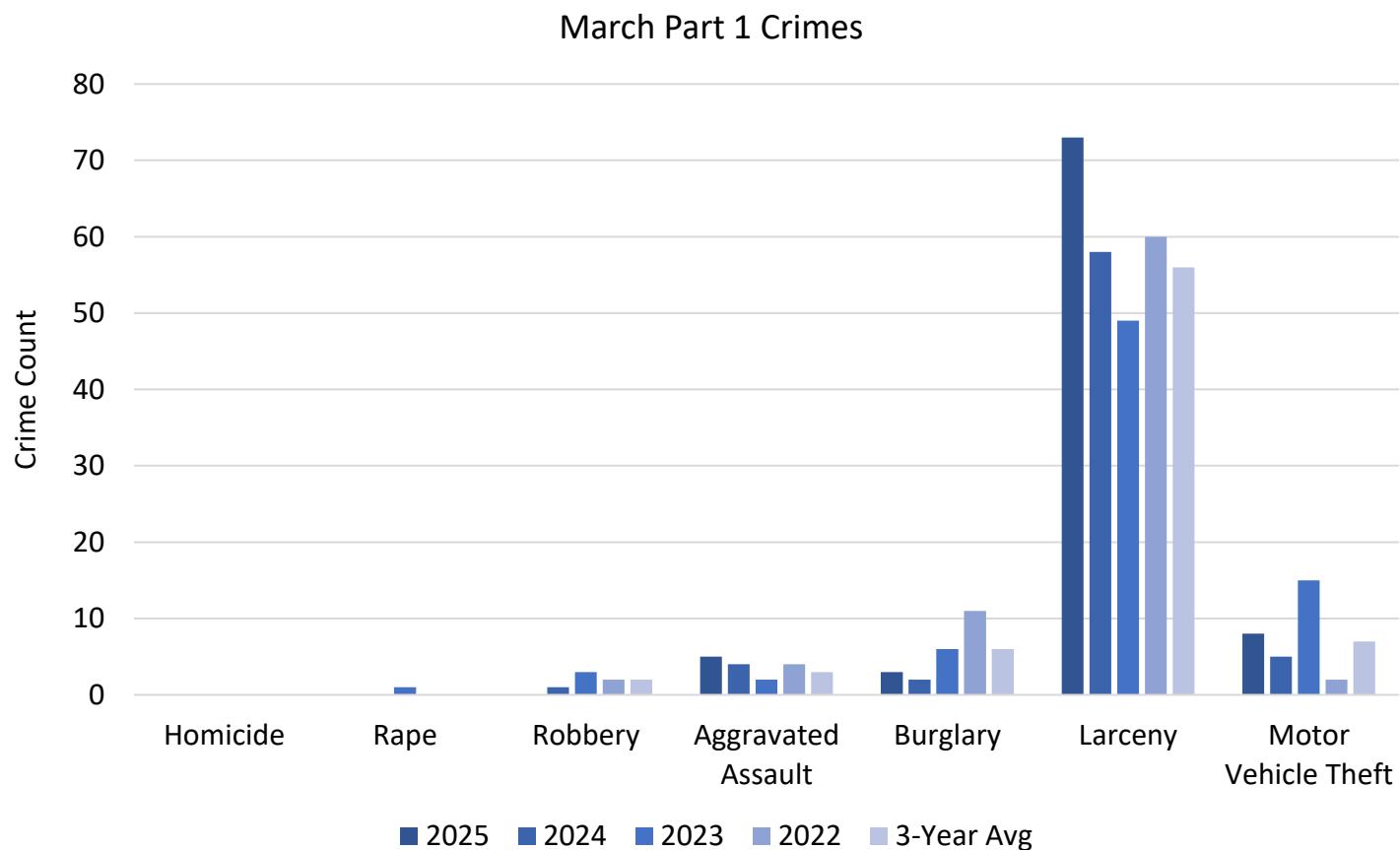
* data is subject to change; unfounded removed

Monthly Crime Statistics

Below is a table and bar graph of the counts for Part 1 Crimes in March. For comparison, the same is shown for the past 3 years. The average of the 3 years was calculated.

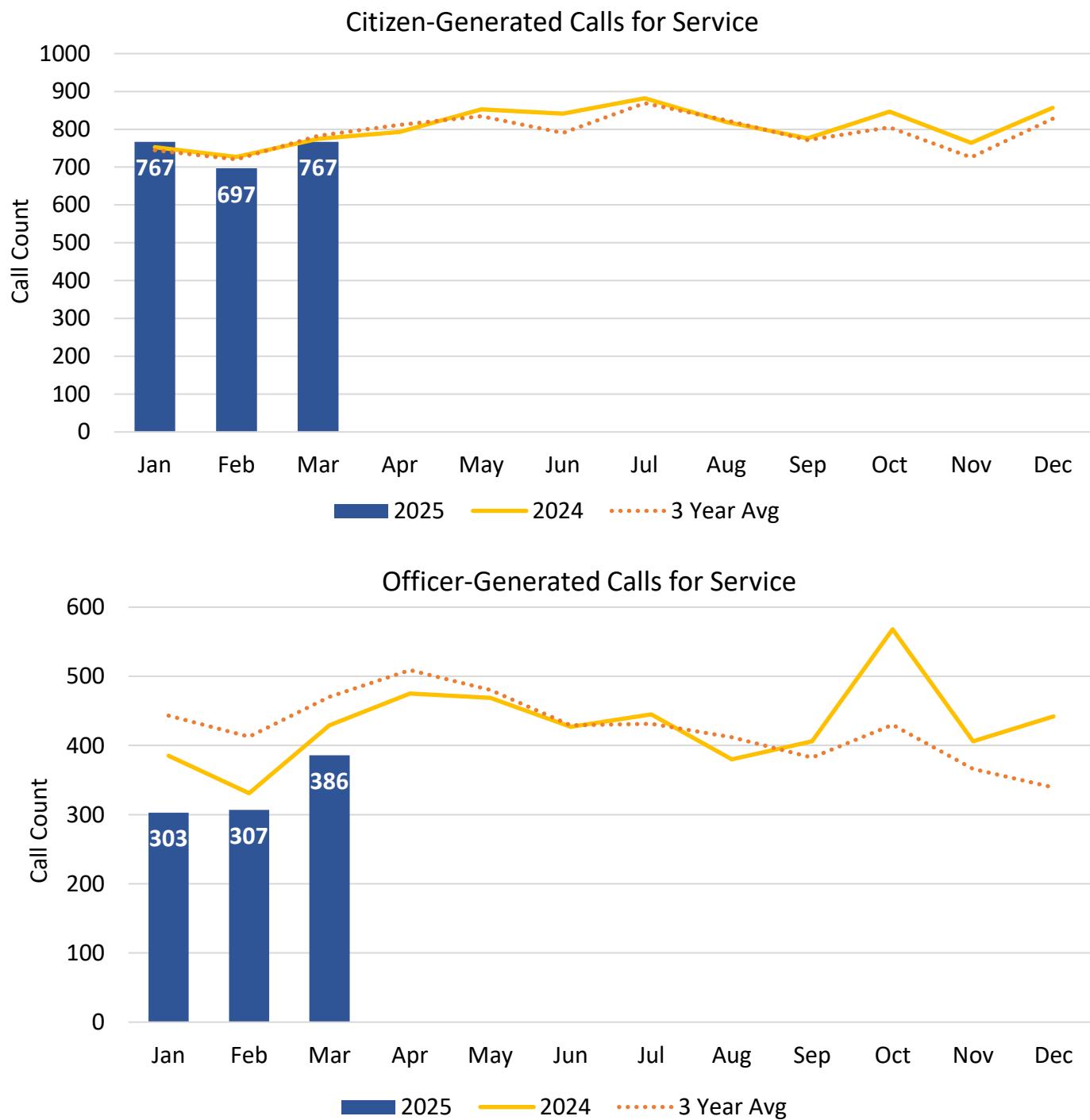
	March Crime Statistics					
	Part 1 Offenses					ETJ
	2025	2024	2023	2022	3-Year Average (2022-2024)	
Homicide	0	0	0	0	0	0
Rape	0	0	1	0	0	0
Robbery	0	1	3	2	2	0
Aggravated Assault	5	4	2	4	3	0
Burglary	3	2	6	11	6	0
Larceny	73	58	49	60	56	4
Motor Vehicle Theft	8	5	15	2	7	0

* ETJ statistics included in total number of offenses

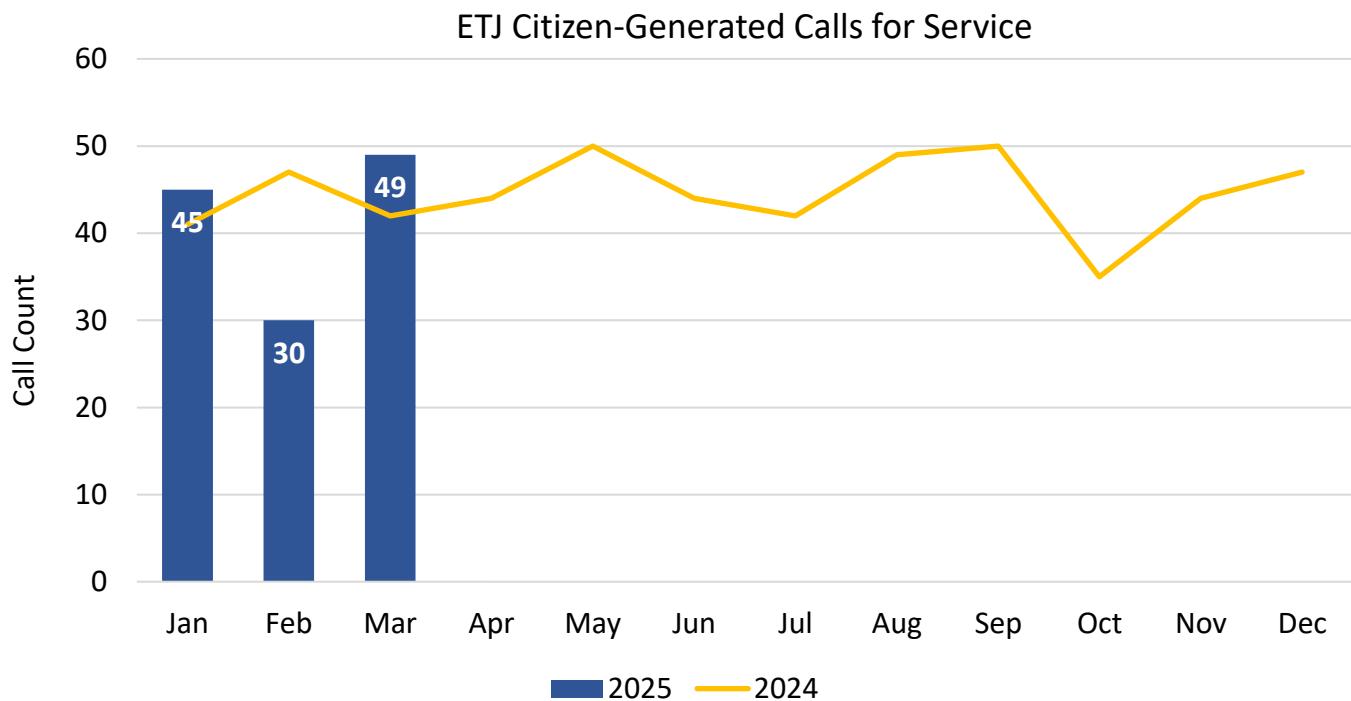


Calls for Service

The graphs below display the number of calls for service in comparison to previous months, year, and 3-year average. The first graph is citizen-generated calls. The second graph is officer-generated calls. The third graph is the ETJ.



*zone checks and foot patrols removed



March Traffic Enforcement

Traffic Enforcement Type and Dispositions

Enforcement	Count
Traffic Stop	174
Citation Issued	40
Warning	117
Report Taken	5

*Officer-generated traffic stops; unfounded removed

Locations of Traffic Enforcement

Street Name	Count
PINEVILLE-MATTHEWS RD	57
MAIN ST	19
PARK RD	17
CAROLINA PLACE PKY	17
POLK ST	11
JOHNSTON RD	7
FRANKLIN ST	5
LANCASTER HWY	5
PINEVILLE RD	3
TOWNE CENTRE BLVD	3

LEE ST	3
CENTRUM PKY	2
INDUSTRIAL DR	2
UNKNOWN	2
MCMULLEN CREEK PKY	2
LOWRY ST	2
WILLOW RIDGE RD	1
DORMAN RD	1
I-485 OUTER HWY	1
CADILLAC ST	1
JUANITA DR	1
LEITNER DR	1
CONE AVE	1
WINDY PINES WAY	1
CRANFORD DR	1
DOWNS RD	1
SABAL PARK DR	1
JOHNSTON DR	1
KETTERING DR	1
MEADOW CREEK LN	1
BLUE HERON	1
OSPREY DR	1
CHILDERS LN	1
Grand Total	174

*based on location of stop in CAD

March Community Engagement

- Meeting with CIT group
- Jail clean up
- Bingo at Laurels
- Meeting with homeless group assistance
- Chiefs advisory board meeting
- Presentation to Dorchester residents
- Meeting with Sante group
- Car seat install
- Wingate job fair
- Pineville business expo
- Meeting with Atrium
- Meeting with Carolina Place Mall and Silva
- Meeting Justin Somers, Senator Budd office
- Gardner Webb job fair
- PNP Dinner
- Meeting with community engagement task group
- Bi-weekly meetings with apartment complexes
- Monthly Chamber of Commerce meeting
- Monthly town safety meeting
- Working on co-responder grant
- Managing Social Media Outlets

Parks and Recreation Department Update

March 2025

Our Senior Field Trip in March took 11 seniors to Treehouse Vineyards where they enjoyed a nice tour and few sips of good wine. We were excited to start our first season of Youth Girls Volleyball at the Belle Johnston Center. We have 40 registered in the 9 – 11 age group, and 44 registered in the 12 – 14 age group. Practices and games are under way. Our youth soccer program also is going strong in the month of March. We have 357 participating in soccer at Jack Hughes Park. Softball and Baseball practices and games have started at our athletic fields. We also began our Adult Basketball league in March with 5 teams. Our maintenance staff have worked hard to make these areas look remarkable.



Parks and Recreation Department Update

March 2025



Parks and Recreation Department Update

March 2025

General Programming – Belle Johnston

Pickleball: Open Pickleball times are Mondays and Friday from 9am-12pm and Wednesdays from 1:30pm-4:30pm. 47 participants

Asap Pickleball – Mondays at 1pm – 16 participants

Karate: They hold classes on Wednesdays. 30 participants

Pre School Open Gym – Wednesday morning from 9a – 12p – 43 participants

Cookie Decorating Class - 13 participants

Sound Bath Meditation Class – 5 participants

Field Trip – Treehouse Vineyards — 11 participants

Pottery Workshop – March 22 - 17 participants

March Grab and Go – 50 participants

Senior Game Day – March 21 – 24 participants

National Pound Cake Day for Seniors – March 4 – 76 participants

Family Bingo Night – March 14 – 50 participants

Senior Painting Class – 25 participants

Lake Park

Bootcamp with Lia – Bootcamp meets 5:45am – 6:45am M/W/F in Lake Park. 60 participated

Tai Chi – Saturday morning – 11 participants

Fitness Court Class – 6 participants

Parks and Recreation Department Update

Item 7.

March 2025

The Hut

Senior Fit – Senior Fit takes place at the Hut M – Thursdays. 200 participants

Yoga – 80 participants

Facility Rentals

Facility Rentals

The Hut: 2 Rentals

The BJCC Dining Room: 3 Rentals

The BJCC Gym: 0 rental

Large Shelter: 2 Rentals

Medium Shelter: 1 Rentals

Tot Lot at Lake Park: 0 Rentals

Shelter 1 at JH: 0 Rentals

Shelter 2 at JH: 0 Rentals

Shelter 3 at JH: 0 Rental

Youth Athletics

Youth Soccer practices started on March 1st. Games started on March 22nd. 36 teams

Youth Volleyball inaugural season started practice on March 8th. Games started on March 22nd. 9 teams.

Adult Athletics

Adult Basketball started on March 10th. We have 5 teams for the spring season.

Jack Hughes Tournaments/Special Events

March 1-2: Perfect Game Tournament

March 8-9: Perfect Game Tournament

March 15-16: Perfect Game Tournament (Sunday rained out)

March 22-23: Perfect Game Tournament

March 29-30: Perfect Game Tournament

Parks and Recreation Department Update

March 2025

Baseball Field Usage

Charlotte Catholic continues their baseball and softball seasons in March. Baseball had 5 double headers in March. Softball had 5 games in March.

PCAA started their seasons in March.

On Deck started their season in March.

Multipurpose Field Usage

Pineville youth soccer practices and games continued in March.

Hope Soccer continued their spring season in March.

Red Wolves Hurling Club started using Field 3 on March 1st for hurling practice.

Social Media

Facebook

Post Reach: 3,108

Views: 10,689

Total Page Followers: 6,300

New Follows: 218

Instagram

New Followers: +16

Total Followers: 3,072

The Hut: 2 Rentals

The BJCC Dining Room: 2 Rentals

The BJCC Gym: 1 rental

Large Shelter: 8 Rentals

Medium Shelter: 5 Rentals

Tot Lot at Lake Park: 6 Rentals

Shelter 1 at JH: 0 Rentals

Shelter 2 at JH: 0 Rentals

Shelter 3 at JH: 0 Rentals

Parks and Recreation Department Update

March 2025

Park Maintenance Update

Lake Park

Check daily
Cut as needed
Replaced broken swing
Repaired ramp at new playground
Applied pre-emergent fertilizer on all common areas
Sprayed mulch beds for weeds
Remove dead shrubs from tot playground
Monthly building and vehicle inspections
Pressure washed tables at shelters and all trash cans

Hut

Cut as needed
Trash removal
Sprayed mulch beds for weeds
Monthly building inspection
Washed chairs on porch and rear table

Jack Hughes

Cut as needed
Monthly building and vehicle inspection
Maintenance equipment as needed
Daily field preparation
Weekly tournament prep and temp fence/ soccer field painting
Sprayed common areas for weeds
Repaired home plate at stadium for better drainage
Worked on clearing power line right of way for overflow parking

Cemetery

Cut as needed
Sprayed weed killer on entire property
Removed deceased deer
Repaired fence damaged by deer

Town Hall

Met with fountain installer and worked on sticking solenoids
Monthly filter cleaning and color change

Parks and Recreation Department Update

March 2025

Working to find solution with manufacturer about sticking solenoids

Daily check

Pineville Memorial

Spring irrigation start up and inspection

Trimmed trees in right of way encroaching on fields

Greenway progress

Monitored crane and truck mobilization for new bridge

Dog Park

Daily check

Limb and trash removal/ cleaned fountain and entrance

Department Update



To: Town Council

From: Travis Morgan

Date: 4/08/2025

Re: **Town Planning Updates**

PLANNING:

Subdivisions: Work progresses on prior subdivision developments and platting.

Lancaster Hwy CDBG Sidewalk Grant: Work nears completion. Working to complete documentation and timeliness requirements with the County to meet deadlines.

CODE ENFORCEMENT:

Grass: 11710 red knoll grass 430 cranford 711 lakeview 420 park av 421 park av 412 park av 416 park av 411 park av 918 lakeview 10725 industrial 404 main 208 main 109 college 100 college 533 amon 10314 osprey 10613 lighthouse 10619 lighthouse 104 juanita 12600 Rock Hill-Pineville 902 lakeview 1203 lakeview 113 mallard 411 cone 413 james 121 olive 12710 ballyliffin 10304 osprey 12606 ballyliffin 10406 park rd	Grass Cont: 4418 huntley glen 5003 grace view 5027 grace view 4032 huntley glen 4026 huntley glen 12727 dorman 10313 killogrin 12548 druids glen 12618 ballyliffin 8700 P-M Trash Can: 12456 Stratfield 12516 druids glen 14405 green birch 14610 green birch Dumpster: 323 Main St Parcel ID: 20503201 Minimum Housing: 1108 Cone Sanitation/Environment: 121 Olive Prohibited Parking: 401 towne centre 11016 copperfield 10930 Park Rd	Parking on the lawn: 407 James 907 traditions Parcel ID: 20503201 Signs: 9620 P-M 332 Cranford 8500 P-M 9540 Rodney 618 N Polk 801 johnston dr 9628 Industrial 8700 P-M 680 308 amon Community Appearance/Junk Vehicle: 408 fisher st 252 Eden 236 Eden 11425 Carolina Pl 11113 Treebark 505 fisher
--	---	---

April

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				2	3	4
		1				5
			2			
				3		
				4		
				5		
6	7	8	9	10	11	12
	Substation Groundbreaking 2:00 pm	Town Council 6:30 pm				
	Budget Meeting 6:00 pm					
13	14	15	16	17	18	19
			Budget Meeting 6:00 pm		Good Friday	
				22	23	24
						25
						26
27	28	29	30			
	Work Session/Budget 6:00 pm					

Item 8.

May

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
						Shred Event 9:00 am until Noon
4 National Municipal Clerk's Week	5	6	7	Employees' Spring Picnic	8	9
11 National Police Week	12	13 Town Council 6:30 pm	14		15	16
						17
18	19	20	21	22	23	24
25	Holiday	26	27	28	29	30
						31