

**COUNCIL MEETING
AGENDA**

**Pineville Meeting Hut
Tuesday, March 13, 2018
6:30 p.m.**



**PINEVILLE TOWN COUNCIL AGENDA
6:30 P.M. - PINEVILLE HUT MEETING FACILITY
TOWN OF PINEVILLE, NORTH CAROLINA
TUESDAY, MARCH 13, 2018**

- 1) **Call Meeting To Order:**
 - a) **Pledge Allegiance to the Flag:** *(RS)*
 - b) **Moment of Silence:**
- 2) **Adoption of Agenda:**
- 3) **Approval of the Minutes from the Regular & Closed Sessions of February 13, 2018 and the Work Session Meeting of February 26, 2018**
- 4) **Consent Agenda:**

The following items are included: a) *Financial Report as of 02/28/18 (Richard Dixon)*; b) *Resolution for Surplus Items*; and c) *Request Public Hearing for Townhome Project at 508 Main St. for April.*
- 5) **Public Comment:**
- 6) **Public Hearings:**
 - A. **Public Hearing Continued - Industrial Subdivision with Proposed 500,000 Sq. Ft. Warehouse and Cul-de-Sac** *(Travis Morgan) – Continuation of Public Hearing from February, 2018. (ACTION ITEM).*
 - B. **Joint Public Hearing with Planning Board –** *(Travis Morgan)* to hear changes to the town's sign and lighting ordinances *(ACTION ITEM).*
 - C. **Public Hearing for the Disposal of Property located at 300 Main St. –** *(Ryan Spitzer)*—to obtain feedback on a proposal to sell the property (Parcel ID# 20501311) *(ACTION ITEM).*
- 7) **Old Business: None**
- 8) **New Business:**
 - A. **Staff Update:**
 - 1) *Managers Report*
 - 2) *Calendar of Events*

9) **Closed Session** - *Discussion of matters pursuant to NCGS 143-318.11(5).*

10) **Adjourn:**

SPEAKER SIGN-UP SHEET

TOWN COUNCIL MEETING

MARCH 13, 2018

When signing in to speak at the meeting, please **print** clearly. If you wish to speak on an agenda item, please indicate which item(s) you wish to speak on. If you are speaking on something *other than* an agenda item, please indicate that.

YOUR NAME/NAME of the BUSINESS YOU REPRESENT and YOUR ADDRESS or the ADDRESS of the BUSINESS YOU REPRESENT.

If you are speaking on an agenda item please indicate which item(s) you wish to speak on.

I am speaking on an item *other than* an item on the agenda.

1)		
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MINUTES

**Approval of the Minutes
from the Regular and
Closed Session Meetings of
February 13, 2018 and the
Work Session of
February 26, 2018**



**MINUTES OF THE
TOWN COUNCIL MEETING OF THE
TOWN OF PINEVILLE, NORTH CAROLINA
TUESDAY, FEBRUARY 13, 2018**

The Town Council of the Town of Pineville met in Regular Session and Closed Session on Tuesday, February 13, 2018 at 6:30 p.m. at the Hut Meeting Facility in Pineville.

ATTENDANCE

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

CALL TO ORDER

The meeting was called to order by Mayor Edwards at 6:29 p.m. He welcomed those in attendance and asked those that wished to speak to sign the speaker list.

PLEDGE OF ALLEGIANCE TO THE FLAG

Council Member Joe Maxim led the group in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Edwards called for a moment of silence to remember a friend of his, Diana Popwell (passed). He also asked that everyone remember those that serve our country in both the military and on our streets.

ORDER OF BUSINESS:

Adoption of the Agenda:

There were no changes to the agenda. A motion was made by Mayor Pro Tem David Phillips and seconded by Council Member Debbie Fowler to adopt the agenda as is. There were ayes by all and the agenda was adopted as is.

Approval of the Minutes from the Regular and Closed Session Meetings of January 9 and the Special Closed Session Meeting of January 23, 2018.

There was one change that needed to be made to the minutes of the regular session meeting of January 9, 2018. On page 4 regarding the splash pad restrooms, the minutes should reflect that the men's bathroom will have two stalls and one sink. There were no other corrections to be made. Council Member Debbie Fowler moved to approve the minutes with the change with Council Member Melissa Davis seconding the motion. There were ayes by all and the minutes were approved.

Consent Agenda:

The following items were included: a) *Finance Report as of 1/31/18*; b) *Resolution for Surplus Items*; c) *Set Public Hearing for Miller Road Abandonment* and d) *Set Public Hearing for Sign/Lighting Ordinances*. No changes to the Consent Agenda were proposed. Council Member Debbie Fowler moved to approve the Consent Agenda as is with Council Member Melissa Davis seconding the motion. There were ayes by all and the Consent Agenda was approved.

PUBLIC COMMENT:

Jane Shutt – Ms. Shutt provided an update from the Pineville Neighbor's Place. Both in January and in February they were able to assist several people with getting their electric bills paid. They were glad to be able to provide assistance to these families and thanked Pineville Electric for working with them.

PUBLIC HEARINGS:

A. New Industrial Subdivision with Warehouse and Cul-de Sac -- (Travis Morgan). A motion was made and seconded to open the Public Hearing. There were ayes by all and the hearing was opened to hear a request for an Industrial Subdivision to be located at 10080 Industrial Drive. Although an industrial subdivision is allowed by right, the applicant was before the board for three reasons:

1. To seek approval for up to a 525,000 sq. ft. warehouse on a single parcel by a single occupant
2. To seek approval for a 1,246 foot long cul-de-sac exceeding the maximum allowable length of 1,000 feet
3. To seek approval to subdivide and rezone a tract of land south of the access drive to RMX (residential mixed-use) for future potential residential subdivision of the Cranford/Miller property.

Because of these factors, the request must go before the board. There will be a total of six lots with lot #1 the largest and where the warehouse is proposed to be situated. The applicant has met the required amount of parking spots with 115, along with 61 loading spaces (with 9 actually required). A traffic study was required and the general, overall road work is acceptable. However, at the intersection of Industrial Drive and Polk St., the traffic backs up at the train tracks so additional footage is needed for vehicle stacking. This has been addressed with the applicant who has agreed to put forth an additional \$50K worth of improvements in that area.

Applicant is also looking to subdivide the property for a possible residential subdivision. There is a large, undisturbed vegetative area that would serve as a suitable buffer between the two districts if the land were subdivided. The building will be all warehouse except for a small portion on the right hand corner which will be a small office.

Mayor Pro Tem David Phillips was concerned about traffic and how many vehicles the new warehouse would generate, along with a new residential development. Mr. Morgan responded that the traffic study took into consideration future growth, including the possibility of a new residential subdivision, and the study still found the road capacity to be adequate. No noise will be generated from the tenant as it should be strictly a warehouse with basic distribution of stored goods. The applicant was not sure what the tenants hours of operation will be just yet, but should have that information at a later date.

Council Member Melissa Davis was concerned that a manufacturing plant could wind up in one of the other vacant parcels but Mr. Morgan stated that any manufacturing must go through council first and that the applicant did not intend to use it for that purpose. The owner of the business located next door to this property was concerned that their road was only going to be 12 feet from his door and the amount of trucks the business would generate was also a concern. Additional business owners in the adjacent areas also voiced their concerns about the traffic, trucks parking along the street constantly and roads being torn up. There was also some concern about the railroad – in one instance a train was stuck on the tracks and none of the businesses could exit the complex at the end of the day. Mr. Spitzer stated that Norfolk Southern would be starting maintenance on their train crossings in March beginning in Chester, SC. From there, they will work their way up to crossings in NC and begin work on them.

The discussion continued with the concerns reiterated, especially with the trucks from the other businesses parking on the street and the amount of traffic that would add to the already congested area. One business owner did not think the traffic study was an accurate account of the traffic issues in that area. The Police and Public Works Departments were instructed to monitor the traffic and parking situation in the Industrial Drive area and put "No Parking" signs up along the road if necessary. The owner of that business also requested that a fence be installed along the property on Industrial Drive. The applicant was agreeable to installing a fence. Mr. Morgan clarified that traffic lights in the area were controlled by the NCDOT, not the Town of Pineville so we had no control over them. He also confirmed that any proposal for a Class II manufacturing plant would have to go before the board for approval.

Council Member Melissa Davis was concerned about any noise that could be generated, especially if the warehouse was only partially filled and the tenant decided to store equipment in the remainder of the warehouse but the applicant stated that their intention for the use of the building was strictly for storing goods. Mr. Morgan also added that the noise ordinance could always be strengthened but not everyone was completely satisfied. Additional information was requested particularly as it related to noise, along with more details of the traffic study.

Mayor Edwards suggested the Public Hearing be continued to the March 13th meeting. Council Member Melissa Davis moved to continue the hearing until March 13th with Mayor Pro Tem David Phillips seconding the motion. There were ayes by all and the hearing was continued.

OLD BUSINESS:

- A. Proposed Ordinance Updates** – (*Travis Morgan*) Planning and Zoning Director, Travis Morgan, stated that inside the board's packet of information was the updates he made to the ordinances that were discussed at the last meeting, specifically trailer parking and allowances for increasing the size of a driveway in the front yard to reduce on-street parking. Mayor Edwards asked about rental homes and limiting the number of vehicles allowed. He believed that allowing 8 cars in a 4-bedroom home was excessive. Mr. Morgan admitted that it wasn't that easy to figure out regulations that would be fair to everyone. If a long-time resident collected antique cars and only had two bed-rooms, did they want to punish that person vs. someone with a lot of vehicles? It was very difficult to regulate but Mr. Morgan would try to come up with something more reasonable.

Council Member Melissa Davis was concerned about multiple homes being built on one lot and multiple families living under one roof in a small home. Also, there are homes where the landscaping equipment is parked in the driveway while their cars are parked in the street. Mayor Pro Tem Phillips stated that if a vehicle is tagged and your driveway allows it, they should be able to park it in their driveway. Everyone agreed that it was very difficult to come up with a way to limit the number of vehicles while being fair to everyone. Suggestions were made such as limiting the number of vehicles based on the number of bedrooms listed on the tax records and/or issuing special permits for those people that collect antique vehicles. A member of the audience asked if the rules would be enforced uniformly to which Mayor Edwards replied that it had to be developed in such a way that everyone was being treated the same.

Town Manager, Ryan Spitzer, stated that one complaint started it and that after October, the town stopped enforcing it until it could be revised. He was recommending that the ordinance have no less than 1.5 cars per bedroom. All agreed there was more work to be done on the parking ordinance. Mayor Edwards asked that each council member meet with Mr. Morgan to provide input on the ordinances.

NEW BUSINESS:

- A. Audit Contract** (*Richard Dixon*) – Finance Director, Richard Dixon, stated that bids were sent out for audit services but there were no responses. He was fine with staying with Martin Starnes and Associates for the town's financial audit. The letter outlined pricing for the next several years but the contract for the current audit year would remain the same as last year. Each year the audit contract has to be approved per the Local Government Finance regulations. The letter outlined proposed fees for the next few years but that they were not definite.

Council Member Melissa Davis asked Mr. Dixon if he had experienced any issues with Martin, Starnes. Mr. Dixon replied that he didn't. The question was also asked why the increase in fees? Was it because there was more work for them to do or simply increasing their fees? Mr. Dixon stated that because of the GASB requirements, there was more work to do so the fees increased. There being no other comments or questions, Mayor Pro Tem Phillips moved to approve the audit contract with Council Member Debbie Fowler seconding the motion. There were ayes by all and the contract for the FY2017-18 was approved.

- B. Urban Archery** (*Ryan Spitzer*) – Mr. Spitzer stated that with all the growth in town and the many restrictions in place, the property where hunting is allowed during the Urban Archery season is very limited and is mostly located

on Miller-owned property. A new map was generated showing just where folks can hunt legally and will be used for the next Urban Archery season should council decide to continue with the program. Town Clerk, Barbara Monticello, added that only two individuals had come in during the past Urban Archery season to sign up to hunt. There being no other comments, Council Member Melissa Davis moved to approve another Urban Archery season in Pineville. Council Member Joe Maxim seconded the motion and there were ayes by all.

C. **Work Session Discussion (Ryan Spitzer)** Mr. Spitzer stated that with an extended agenda of topics for discussion on Council's agenda, it might be wise to consider having a Work Session in the later half of the month. Having a work session would allow council to work some issues out prior to the next meeting so that the meeting moves along at a smoother pace. Days and times for these Work Sessions were discussed and the 4th Monday of each month was decided upon as the day for these Work Sessions. They will start at 6:00 p.m. and be held at the Pineville Telephone/Electric Building located at 118 College St. on an "as needed" basis. Council Member Joe Maxim moved to set the Work Session date as the 4th Monday of the month at 6:00 p.m. at Pineville Telephone/Electric. Mayor Pro Tem David Phillips seconded the motion and there were ayes by all.

D. **Staff Update:** Manager Spitzer reported that an appraiser for the Cone Mill property had been out at the site and the report was pending. Norfolk Southern plans to start work in March on the railroad crossings starting in Chester, SC and working their way up to the two crossings in Pineville. They will let him know about a week before work is to begin in Pineville. There will be road closures but not for an extended amount of time. The road will be closed between 2-4 hours for prep work and another 6-8 hours for the actual repair work. Once we receive notification of the work, detour plans will be posted on our website.

The Pineville Fire Department passed their final building inspection and received a C/O to move into the building. The PCAA is gathering information to get over to the county for their March 7th meeting. Once the meeting is over, the town should know where they stand with funding for the outdoor lights at the ballfields. The Police Department passed their surprise OSHA visit. We were able to supply all the information they asked for. We weren't issued any fines but a couple of areas to be mindful of.

He met with GVEST regarding the townhome project and opening Johnston Drive. Johnston won't be paved until March 9th and will be closed until that time. He added that what was approved on the original plans have changed since then. The town now had more requirements than before so the developer has to re-work their plans. In addition to a lot of rain, the paving was also delayed because the gas line needed to be re-routed which they were still waiting on Piedmont Natural Gas to do. With a lot of the infrastructure never being mapped out and having no plans to work with, it's difficult to know what is underground. This has caused the workers to hit gas lines, etc.

Mayor Edwards reminded the audience that the Pineville Players were performing over the next couple of weekends and that the annual Valentine Banquet was super. He called for a 10 minute break before moving into Closed Session.

Closed Session: At 9:25 p.m. a motion was made and seconded to open the Closed Session Meeting. There were ayes by all and the Closed Session was opened. Two items were discussed – both pertaining to real estate matters in conjunction with economic redevelopment. Andrew Trump of DFI was in attendance for the first item and provided direction to the group on what the next steps would be. More progress was being made on the second real estate item that was discussed. The general feeling amongst all was that the town was moving closer to solidifying a deal. Mr. Spitzer will move forward with Council's recommendations.

ADJOURNMENT

At 11:00 p.m. a motion was made and seconded to exit the Closed Session. Council Member Melissa Davis moved to adjourn the meeting with Council Member Debbie Fowler seconding the motion. There were ayes by all and the meeting adjourned at 11:01 p.m.

Jack Edwards, Mayor

ATTEST: _____
Barbara Monticello, Town Clerk



**MINUTES OF THE
TOWN COUNCIL WORK SESSION OF
MONDAY, FEBRUARY 26, 2018**

The Town Council of the Town of Pineville met in a Work Session on Monday, February 26, 2018 at 6:00 p.m. at the Pineville Communications Bldg. at 118 College St. in Pineville.

ATTENDANCE

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

CALL TO ORDER

The meeting was called to order by Mayor Edwards at 6:07 p.m.

DISCUSSION ITEMS:

- A. Traffic Impact Study for New Industrial Subdivision** – Travis Morgan, Planning & Zoning Director, started the conversation noting that the applicant for a proposed warehouse and cul-de-sac on Industrial Drive, was in attendance to help clarify some of the issues brought up in a public hearing held at the last Town Council Meeting on February 13, 2018. Several business owners from the industrial park attended the hearing and voiced their concerns with the proposed plan. The public hearing was continued to the March Council Meeting until some of the issues brought up at the hearing could be discussed in depth. Those issues included: on-street parking by trucks from other companies in the park, fencing on the proposed warehouse site, noise and the traffic study.

Council Member, Joe Maxim, added that one of the property owners was also concerned about encroachment onto his property. Mr. Morgan stated that all the turning radiuses were fine and that there was no encroachment onto anyone's property. Council Member Maxim was also concerned whether Industrial Drive could handle additional traffic from this new warehouse facility. Mr. Morgan responded that, according to the traffic study, overall there were no big areas of concern other than the traffic congestion at the intersection of Polk St. and Industrial Dr. Mr. Maxim wanted to know if there were any long-range plans to re-do the roads in that area. Mr. Morgan replied that the Public Works Department usually ranks the streets with the worst at the top of the list to be addressed first. Mayor Pro Tem David Phillips commented that the industrial area was always more expensive to maintain because of all the truck traffic through there. He also reiterated that this area was zoned for this type of business and that we had to allow this company to come in and build their warehouse. It's the other vacant parcels that they needed to be concerned with. He was also worried that if a residential development abutted this property, the residents would cut through the industrial park causing more traffic congestion.

Mr. Morgan assured Council that if they were OK with the uses that were permitted "by right" then there shouldn't be a problem with whatever other businesses come into the vacant parcels. If a larger, manufacturer decided to come into one of those parcels, they would be required to go before Council anyway.

The applicant, Bailey Patrick, took the floor and explained – that he was in commercial real estate and that he was a partner in this project as well. He stated that this project was for a distribution warehouse for the storage of food.

Doors would not be left open and the highest number of trucks through the area according to their client, Lance-Snyder, would be 7 in one hour's time. Their drivers are a mix of independent and fleet drivers. Since the independent drivers did not like being in the thick of rush-hour traffic, they would be traveling mostly between the hours of 10:00 a.m. and 3:00 p.m. but there were some drivers that would be running 24/7.

Council Member, Melissa Davis, stated that she was more concerned with the vacant parcels and what might decide to go into them. Council Member, Joe Maxim, asked if it could be stated in the applicant's lease agreement that no manufacturing is allowed. Mr. Bailey responded that the town's ordinance already stated that they couldn't go in that location. Mayor Pro Tem Phillips asked if the cul-de-sac would require a curb and gutter to which Mr. Morgan replied that it would. He also asked about a company sign to which the applicant replied that they would follow whatever was required by the town's sign ordinance. Additionally, on their site plan, they added a fence on the property and a comment that there would be no on-street parking.

The floor was then turned over to a representative with Timmons Traffic Monitoring, who had done the traffic study. He stated that in order to determine if a truck could make a turn within a specified area, a special software program was used. They ran the program using the dimensions for the largest truck possible and the specifications on the plan fully met the requirements. They then used federal guidelines that the NCDOT adopted to determine a daily count for the a.m. and the p.m. at the peak travel times. The count revealed: 153 in and out movements in the a.m.; 163 in the p.m.; 3 trucks per hour from 7:00 a.m. to 9:00 a.m.; and 7 trucks per hours between 4:00 p.m. to 6:00 p.m.

The company has three shifts: 6:15 a.m. to 2:15 p.m. is the first shift with 30 employees; second shift is from 2:15 p.m. to 10:15 p.m.; and the third shift is from 10:15 p.m. until 6:15 a.m. With this schedule, all the vehicles coming and going would be at off-peak times. The applicant was also able to negotiate \$50,000 for traffic improvements. In addition, the traffic study already took into account the residential portion into its calculations and the road still had a lot of capacity.

They provided an exhibit showing the distance between the applicant's new road and the business next door. The exhibit clearly showed that there was plenty of distance between the two. The town requested a copy of the exhibit as it would be good to present at the next Council Meeting so everyone could get a better idea of the distance between the two. The applicant planned to dedicate the street back to the town; it would not be a private street. Council Member Maxim also requested a copy of another exhibit showing the dense, natural, vegetative buffer that exists on the property.

Mr. Morgan stated he would add more details to his staff report for the next meeting with this additional information that was presented. He will be certain that Chip Hill, Public Works Director, checks to be sure all town specs are adhered to with the construction and paving of the road. Hearing no further questions or comments, the discussion on the proposed warehouse concluded at 7:04 p.m.

- B. Town Ordinances** – Planning and Zoning Director, Travis Morgan, stated that he had been working on changes to sections of the parking ordinance but the handout that he distributed was still a “work in progress”. He highlighted some of the changes he made including changing the maximum number of vehicles and equipment that can be parked in the *front* and *side* yards of a dwelling to 1.5 per bedroom on dwellings with more than two bedrooms. He also extended the percentage of the maximum allowable expansion on a paved asphalt or concrete single, contiguous, driveway to 35%, encouraging driveways to be wide enough to fit two parked cars.

The minimum number of parking spaces on residentially used or zoned property is three. Parking of recreational vehicles, golf carts, landscape/lawn equipment, boats or boxed trucks of 20 feet or less is allowed on improved surfaces in the front yard provided that they are less than three axles. Parking in the rear yard will be permitted as long as it is screened with evergreen landscaping or at least a six-foot high wood, vinyl or masonry fence. Screening is not required for working, tagged, antique vehicles in the back yard on an improved, paved surface. This answered the question from Council Member Melissa Davis who asked how those that have collected antique

vehicles for years would be addressed. She was also concerned that cars were being parked horizontally instead of vertically. Manager Spitzer stated that the town could not dictate which way that cars parked as long as they fit in their driveways.

Mayor Pro Tem David Phillips asked about the tractor trailers to which Mr. Morgan responded that he hadn't come up with a remedy for that as yet. Mayor Edwards suggested that if Council Members still had concerns or suggestions, to get up with Mr. Morgan one-on-one to discuss it.

- C. **Staff Update:** Manager Spitzer reported that a Purchase Agreement was received from York Development with sidewalk, turning lane and parking issues being addressed. Chadwick Park expects the paving to be complete by March 1st. Sidewalks will be 5 ft. wide. Mecklenburg County will be taking the PCAA request to their board meeting on March 20th. PCAA was able to secure a loan for the entire amount of the cost to install the field lighting which the school gave them permission to put on the property. Council Member Joe Maxim would like to see something in writing from CMS in case they needed the space to expand. Mr. Spitzer replied that they had done away with one field so there is room to construct 8 more classrooms if need be.

Manager Spitzer continued, stating that he was still in talks with the county regarding policing of the ETJ. He sent a proposal to them but the City of Charlotte has to put the annexation agreement on their agenda first before anything else can move forward. We will need two additional dispatchers whether we take over the policing of the area or not. The county is not willing to pay for any capital improvements with regards to fire protection. If the town were to take over fire service to that area, Carolina Fire can still operate for one more year and the payment for this service is \$375,000 per year no matter what happens. The county does not want to deal with volunteer fire departments anymore. With regards to providing police services, the amount we would get would be the base starting amount but if tax values rise, our payment for services would also go up. Mayor Pro Tem Phillips stated that he didn't want to pour a whole lot of effort into this if Council was not for it. He still has concerns about it, especially since some of the firemen and police officers think it's a bad idea.

Staff would be starting budget discussions with the various departments on March 5th. He would like to have three workshops within the first couple of weeks of April if schedules allow. Work on the Johnston Road realignment is progressing. We are responsible for giving OoWee BBQ restaurant 90 days' notice to vacate the premises. Council questioned why the lights on the Goode building were not on like the rest of the lights along the perimeter of the downtown buildings were. Mr. Spitzer stated he would work with Mr. Goode to get them back on.

ADJOURNMENT

At 8:24 p.m. a motion was made by Council Member Melissa Davis to adjourn the meeting with Council Member Joe Maxim seconding the motion. There were ayes by all and the meeting adjourned at 8:24 p.m.

Jack Edwards, Mayor

ATTEST: _____
Barbara Monticello, Town Clerk

CONSENT AGENDA ITEMS

- a) Finance Report as of 02/28/18*
- b) Resolution for Surplus Items*

Town of Pineville
Budget vs. Actual
2/28/2018

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Property Tax	\$ 6,301,000	\$ 6,338,090	100.59%
Prepared Food Tax	610,000	339,257	55.62%
Room Occupancy	590,000	344,461	58.38%
Franchise Tax	860,000	509,948	59.30%
Sales Tax	1,122,000	924,633	82.41%
Storm Water	340,000	202,290	59.50%
Powell Bill	199,000	201,760	101.39%
Other	630,000	1,021,571	162.15%
Appropriated Fund Balance	570,712	570,712	100.00%
Appropriated Storm Water Fund Balance	161,125	161,125	100.00%
Total	\$ 11,383,837	\$ 10,613,847	93.24%
Expenditures			
Governing Board	\$ 519,000	\$ 328,383	63.27%
Administration	664,647	418,873	63.02%
Zoning	274,824	178,816	65.07%
Police	5,413,052	3,267,212	60.36%
Fire	1,026,200	721,471	70.31%
Public Works	610,672	403,747	66.12%
Powell Bill	199,000	107,379	53.96%
Storm Water	501,125	341,859	68.22%
Sanitation	425,000	255,526	60.12%
Recreation	455,600	270,261	59.32%
Cultural/Tourism	1,215,717	858,908	70.65%
Cemetery	4,000	633	15.83%
Non operating	-	203	-
Contingency	75,000	-	0.00%
Total	\$ 11,383,837	\$ 7,153,271	62.84%

Town of Pineville
Electric Fund
2-28-2018

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Electric	13,084,266	8,883,004	67.89%
Expenditures			
Administration & Billing Support	484,066	488,413	100.90%
Purchased electricity	9,886,279	5,922,788	59.91%
Operations and Maintenance	2,496,500	1,959,462	78.49%
Transfer to Rate Stabilization Fund	217,421	-	
Total	13,084,266	8,370,663	63.98%

Town of Pineville
ILEC Telephone Fund
2/28/2018

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
ILEC	2,147,877	1,693,832	78.86%
Expenditures			
Support, Facilities, Operations	966,545	159,692	16.52%
Customer Service	579,927	92,372	15.93%
Executive & Planning	<u>601,405</u>	<u>492,079</u>	<u>81.82%</u>
Total	2,147,877	744,143	34.65%

Town of Pineville
CLEC Telephone Fund
2/28/2018

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
CLEC	1,633,100	738,696	45.23%
Expenditures			
Support, Facilities, Operations	1,241,156	1,132,891	91.28%
Executive & Planning	<u>391,944</u>	<u>95,133</u>	<u>24.27%</u>
Total	1,633,100	1,228,024	75.20%

Town Of Pineville
Johnston Road Realignment
2/28/18

	FY17	FY18	Total Project	Project Budget
<u>Road Realignment Revenue</u>				
DOT grant	-	-	-	1,000,000
General Fund Balance		957,000	957,000	957,000
Total Road Realignment Revenue	-	957,000	957,000	1,957,000
<u>Road Realignment Expense</u>				
Land/Building	-	731,228	731,228	725,000
Engineering	-	41,003	41,003	307,000
Construction	-	-	-	925,000
Total Road Realignment Expense	-	772,231	772,231	1,957,000

Town Of Pineville
Splash Pad/Dog Park
2/28/18

	FY17	FY18	Total Project	Project Budget
Cultural & Tourism Reserves	-	361,460	361,460	361,460
Part F Grant	-	-	-	361,460
Total Part F Grant Revenue	-	361,460	361,460	722,920
Part F Grant Expense				
6201.7200.70	32,656	26,654	59,310	722,920
Total Part F Grant Expense	32,656	26,654	59,310	722,920



RESOLUTION NO. 2018-02

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

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

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

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

Adopted this _____ day of March, 2018.

ATTEST:

SEAL:

Jack Edwards, Mayor

Barbara Monticello, Town Clerk

EXHIBIT "A"

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

Surplus Items

QTY	DEPT.	Description	SERIAL #	HOW DISPOSED OF	EFFECTIVE DATE
5	PD	Old Whelen Lightbars		Online Auction	3/13/18
4	PD	VHS Kustom Signal Mobile video			
			es-17625	Online Auction	3/13/18
			es-17624	Online Auction	3/13/18
			ew-1720	Online Auction	3/13/18
			eu-06519	Online Auction	3/13/18
50	PD	old dash storbes		Online Auction	3/13/18
6	PD	old siren drivers		Online Auction	3/13/18
		Kustom Signal Trooper		Online Auction	3/13/18
6	PD	Radar			
			kk37563	Online Auction	3/13/18
			kk37566	Online Auction	3/13/18
			kk37562	Online Auction	3/13/18
			kk29587	Online Auction	3/13/18
			kk37565	Online Auction	3/13/18
			kk29588	Online Auction	3/13/18
		Kustom Signal Pro 100		Online Auction	
1	PD	Radar			
			ds14130	Online Auction	3/13/18
1	PD	Kustom Signal K55 radar		Online Auction	3/13/18
			16457	Online Auction	3/13/18
1	PD	Sharp Cassett recorder		Online Auction	3/13/18
			40932279	Online Auction	3/13/18
3	PD	Shotgun Rails		Online Auction	3/13/18
		Sierra Wireless GPS		Online Auction	3/13/18
14	PD	pinpoint XT Modems			
			913415585	Online Auction	3/13/18
			913415598	Online Auction	3/13/18
			913415148	Online Auction	3/13/18
			939438197	Online Auction	3/13/18
			914415209	Online Auction	3/13/18
			914415416	Online Auction	3/13/18
			914415209	Online Auction	3/13/18
			939438175	Online Auction	3/13/18

		914415394	Online Auction	3/13/18
		913415200	Online Auction	3/13/18
		914415608	Online Auction	3/13/18
		914415089	Online Auction	3/13/18
		914415537	Online Auction	3/13/18
		913415167	Online Auction	3/13/18
		913414993	Online Auction	3/13/18
29	PD	GM300 VHF Radio		
		159TBE5742	Online Auction	3/13/18
		159TXN5285	Online Auction	3/13/18
		159TXN5332	Online Auction	3/13/18
		159TCL1580	Online Auction	3/13/18
		159TBN2529	Online Auction	3/13/18
		159TBW3747	Online Auction	3/13/18
		159TXN5335	Online Auction	3/13/18
		159TBN2524	Online Auction	3/13/18
		159TBN2531	Online Auction	3/13/18
		159TBE5777	Online Auction	3/13/18
		159TBL4117	Online Auction	3/13/18
		159TBE5699	Online Auction	3/13/18
		159TBE5702	Online Auction	3/13/18
		159TBE5744	Online Auction	3/13/18
		159TXN5337	Online Auction	3/13/18
		159TBN2523	Online Auction	3/13/18
		159TBE5691	Online Auction	3/13/18
		159TCL1549	Online Auction	3/13/18
		159TYY1804	Online Auction	3/13/18
		159TBE5695	Online Auction	3/13/18
		159TXN5286	Online Auction	3/13/18
		159TCL1550	Online Auction	3/13/18
		159TXN5336	Online Auction	3/13/18
		159TXN5333	Online Auction	3/13/18
		169TWNB565	Online Auction	3/13/18
		159TBE5701	Online Auction	3/13/18
		159TYY8839	Online Auction	3/13/18
		159TBE5700	Online Auction	3/13/18
		159TBE5782	Online Auction	3/13/18
1	PW	Delta 4'belt/6" Disc Sander	Online Auction	3/13/18
1	PW	3/4hp Drill Press	Online Auction	3/13/18

Public Hearings

- A. Continuation of Public Hearing for a Proposed 500,000 sq. ft. Warehouse and Cul-de-Sac**

- B. Joint Public Hearing for Sign and Lighting Ordinance Proposed Changes**

- C. Public Hearing for the Disposal of Real Property**

Memorandum



To: Town Council

From: Travis Morgan

Date: 3/13/2018

Re: **Industrial Subdivision Conditional Zoning Request** *(Public Hearing/Action Item)*

UPDATE:

Below are the items that needed clarification based on public input at the meeting:

- 1) Concern for manufacturing uses
- 2) Concern for noise to residences
- 3) Concern for on street parking
- 4) Concern for traffic study volume
- 5) Concern for connection from new road to existing industrial for road strength
- 6) Fence desired along property line adjacent to existing use
- 7) Concern for truck turn radius proximity to exiting property owner south of new intersection

Below are the following clarification details and corrections from the applicant:

- 1) Concern for manufacturing uses
Manufactured goods of heavier intensity are class 2 and are conditionally approved only. Applicant has no plans for manufacturing uses and proposed to have all manufacturing (1&2) be conditionally approved should that ever be proposed in the future.
- 2) Concern for noise to residences
Applicant understands the concern especially of noise from manufacturing uses to residences in the town. Applicant will not have any manufacturing uses unless specifically approved by council and will be in compliance with town noise and nuisance ordinances. Largest tenant (Lance) is as far away from town residences as possible and shows keeping existing vegetation to the south above the 100' ordinance requirement now (current buffer approximately between 500-900 feet to new street, Lance proposed property even further)

Lance and the remaining subdivision commits not have any manufacturing uses or associated nuisance noise producing equipment unless specifically approved by Council.
- 3) Concern for on street parking
The Town can post no street parking anywhere at anytime. Staff is posting and addressing the concern where identified. In the subdivision covenants and leases the applicant is mandating no street parking as well. Applicant volunteers to narrow roadway from 'industrial street' at 16' lanes to 'industrial local street' at 13' to help ease concerns for street parking should council like.

4) Concern for traffic study volume

As discussed at the informational meeting, traffic study volumes are conservative (meaning designed at higher volumes that is often found) and aggressive figuring in yearly 2% growth and found that the area still had road capacity left. Traffic count figures are based on total vehicles not just showing generated by this proposed use. Study found no significant improvements required beyond railroad crossing work that Norfolk-Southern is working on currently. Applicant still volunteers \$50,000 to improve turn lane onto North Polk as before. See attached summary traffic page, turn lane drawing and estimate.

5) Concern for connection from new road to existing industrial for road strength

Town road standard is asphalt to asphalt connection. We have adopted wider and deeper asphalt and base standards through public works for new road specifications (see attached). If the standard road specification need modification let us know.

6) Fence desired along property line adjacent to existing use

Fence will be provided where requested.

7) Concern for truck turn radius proximity to exiting property owner south of new intersection

Entrance turn radius detail shows trucks will not encroach on existing properties. Property owner's structure is actually closer to Industrial Drive now (approx. 50' vs 130') and the property owners parking lot is closer to Industrial (approx. 8' vs 52') than to the new road. Subdivision property width at road is 136' wide and actual road right of way there is 70' and the actual pavement is less than that leaving 30-33+/- feet of buffer on each side.

Property owner may have confused property line stakes for location of new road location.

PROPOSAL:

Bailey Patrick as agent on behalf of Lakemont Property Investors seeks Council's approval for a conditional zoning plan. Subdivisions are allowed by right but the applicants are before you for three specific zoning requests:

- 1) Approval for a single occupant over 100,000 square feet. (The request is for one single parcel and tenant to be allowed up to 525,000 square feet.)
- 2) Cul-de-sac road length maximum 1,000 feet. (The request is for 1,246 linear feet due to site conditions)

BACKGROUND and INFORMATION:

This is the large parcel roughly between big Sugar creek and the Building Supply Company and South below the railroad tracks from Crown Memorial cemetery on Industrial Drive. This is the property that has been partially logged in the past. One large warehousing company has been interested in the property for a while. The remaining lots to be created in the subdivision are speculative and will be sold and developed after the road and large lot are developed.

General site information:

Address:	10080 Industrial Drive
Tax Parcel:	20507112
Property Acres:	129.56 acres
Lots Created:	6 (two larger lots with have individual onsite stormwater facilites, the remaining will have combined master planned stormwater BMP)

Warehouse information:

Warehouse Size: 525,000 square feet
Warehouse Lot: 32+/- acres
Parking: 115 required 115 provided
Loading: 9 required 61 provided

Traffic Study:

The primary staff concern upon review of the proposal has been traffic impact. A traffic study was required. Industrial Drive and North Polk Street intersection, particularly the left stacking lane from Industrial Northbound onto North Polk to 485. Staff has seen this is the primary congested lane. Traffic study confirms these findings. Study finds the Industrial Drive and North Polk the main intersection impacted.

Overall traffic study required no improvements and level of service remains the same at level B in the morning and level C in the evening peak times for the entire intersection. However, the left turn lane is shown as having insufficient stacking (150' provided) to recommended (238'). Level of service for this lane drops from D to E for evening rush hour.

Staff requested and applicant provided a drawing as to an improved and lengthened center left turn lane at Industrial Drive to Polk Street. See attached drawings. Applicant has volunteered \$50,000 to be paid to the town as a payment in lieu option. Staff recommends a payment in lieu option as easier for the applicant and allows Public Works time to facilitate with repaving schedules and perhaps other future improvements in the area.

Summary:

Applicant offers \$50,000
Public Works analysis cost \$46,668
Staff supports applicant proposal.

STAFF COMMENTS:

Staff has talked with Tim Kopacz from Electricities and it appears they will be a Pineville Electric customer. See attached email.

Staff recommends approval for the applicant's proposal with the below following notes:

- 1) All standard town and county requirements other than expressly shown being met.
- 2) Payment for Industrial Drive road improvements is received.
- 3) 100-foot buffer Big Sugar Creek be dedicated to the County for the future greenway.

PROCEDURE:

This is the public hearing for Council to gain input from staff, public, and the applicant about the proposal. This meeting is to familiarize you with the applicant's request and to hear any public comment. This follows standard legislative approval process. There are no findings of facts needed. If you have all the information needed to make a decision you may; at your discretion, close the public hearing and make a vote.

Red Clay Industries, Inc.

P.O. Box 241689
Charlotte, NC 28224

Phone: (704) 523-1018
Fax: (704) 523-7588

To: Town Of Pineville	Contact: Chip Hill
Address: PO Box 249 Pineville, NC	Phone:
	Fax:
Project Name: Industrial Drive At Polk Street	Bid Number:
Project Location: Pineville, NC	Bid Date: 2/7/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Comprehensive Grading: Rough Grading, Fine Grading, And Seeding	1.00	LS	\$7,960.00	\$7,960.00
02	Road Widening: 5" B25.0B, 2.5" I-19.0B, & 3" S9.5B (Includes Asphalt Under Curb)	134.00	SY	\$118.00	\$15,812.00
03	30" Curb And Gutter	214.00	LF	\$25.00	\$5,350.00
04	Thermoplastic Striping	1.00	LS	\$1,725.00	\$1,725.00
05	Traffic Control	1.00	LS	\$5,475.00	\$5,475.00
06	4" Rip & Replace Sidewalk	1,284.00	SF	\$6.50	\$8,346.00

Total Bid Price: \$44,668.00

Notes:

- This quotation is good for 30 days.
- Any increase in the NCDOT ASPHALT BINDER INDEX after the date of this quotation will necessitate an additional charge for the asphalt binder.

NC DOT BINDER INDEX \$414.00 Quotation Date: 2-7-18

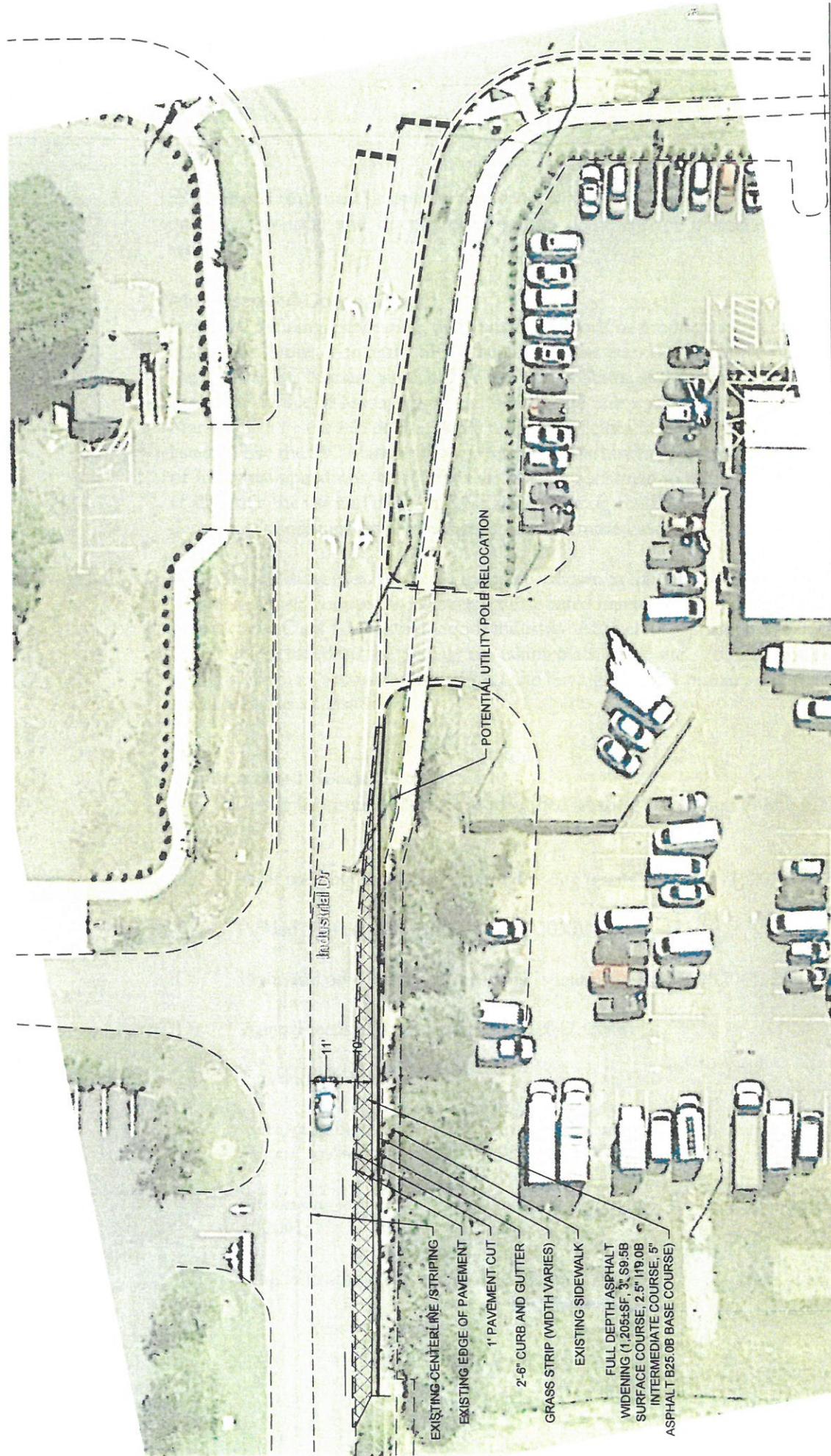
Owners Initials: _____ Date: _____

- Acceptable subgrade will be +/- 1/10 with a material balance and suitable for stone base and/or asphalt.
- Field measurements to determine square yards, square feet, or linear feet to be taken upon completion of work for invoicing.
- Prices do not include anything else not specifically stated in this quote.
- If extra stone is needed there will be a charge of \$27.50 per ton.
- If extra asphalt is needed there will be a charge of \$105.00 per ton.
- Any increase in the scope of work performed will result in a proportional increase in the price for this contract.
- In the case of a significant disruption in the supply of petroleum due to an act of war, terrorism, political unrest, natural disaster, or other similar event, Red Clay Industries reserves the right to adjust prices accordingly.
- No engineering, staking, testing, undercut, relocation of existing utilities or other structures, or landscaping included in this quotation.
- Red Clay industries has bid this job for one mobilizations per crew. Any additional mobilizations will be invoiced @ \$1,800.00 per mobilization.
- If you accept this quote, please sign, date, and return it to Red Clay Industries. Payment is due 30 days after receipt of an invoice. If you fail to make such payment, interest shall accrue at a rate of 1 1/2% per month. You shall be liable for all costs of collection of past due amounts owed, including without limitation, reasonable attorneys' fees and costs.

Payment Terms:

Net cash 30 days upon completion and receipt of invoice, no retainage to be held.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Red Clay Industries, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Jim Littleton</p>
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- EXISTING CENTERLINE / STRIPING
- EXISTING EDGE OF PAVEMENT
- 1" PAVEMENT CUT
- 2'-6" CURB AND GUTTER
- GRASS STRIP (WIDTH VARIES)
- EXISTING SIDEWALK
- FULL DEPTH ASPHALT WIDENING (1,205±SF, 3" S9.5B SURFACE COURSE, 2.5" I19.0B INTERMEDIATE COURSE, 5" ASPHALT B25.0B BASE COURSE)



INDUSTRIAL DRIVE ROAD IMPROVEMENTS

Pineville Distribution Street - January 24, 2018

- CC) Cement, hydraulic (SIC Group #324)
- DD) Structural clay products (SIC Group #325)
- EE) Pottery and related products (SIC Group #326) except handmade pottery and arts and crafts operations involving no more than 1,000 cubic feet of kiln space
- FF) Concrete gypsum plaster products; cut stone and stone products (SIC Group #327; SIC Group #328)
- GG) Abrasive products; asbestos products; mineral wool; (SIC #3291; SIC #3292; SIC #3296)
- HH) Minerals and earths, ground or otherwise treated (SIC #3295)
- II) Non-clay refractories (SIC #3297)
- JJ) Miscellaneous nonmetallic mineral products listed under SIC Code #3299
- KK) Steel works, blast furnaces, and rolling and finishing mills; iron and steel foundries; primary and secondary smelting and refining of nonferrous metals; rolling, drawing and extruding of nonferrous metals; nonferrous foundries (other than when such activities are incidental to the manufacture of other products on premises); (SIC Group #331; SIC Group #332; SIC Group #333 and 334; SIC Group #335; SIC Group #336)
- LL) Metal heat treating; metal forging-iron, steel and nonferrous; coating and engraving of metals and allied services (SIC #3398, SIC #3462 and #3463; SIC Group #347)
- MM) Manufacture of other primary metal products listed under SIC #3399
- NN) Manufacture of ordnance (arms, ammunition, etc.) and accessories (SIC Group #348)
- OO) Reserved
- PP) Reserved
- QQ) Reserved
- RR) Electrical industrial carbon and graphic products (SIC #3624)
- SS) Storage batteries; primary batteries, dry and wet (SIC #3691; SIC #3692)
- TT) Under SIC #3861 - all photographic supplies but not photographic equipment
- UU) Under SIC #3952 all inks, paints, oils, enamels, and crayons
- VV) Carbon paper and inked ribbons (SIC #3955)
- WW) Linoleum, asphalt - felt-base, and other hard surface floor covering listed under SIC #3996)
- XX) Mining (all of SIC Division B)

6 CONCLUSIONS AND RECOMMENDATIONS

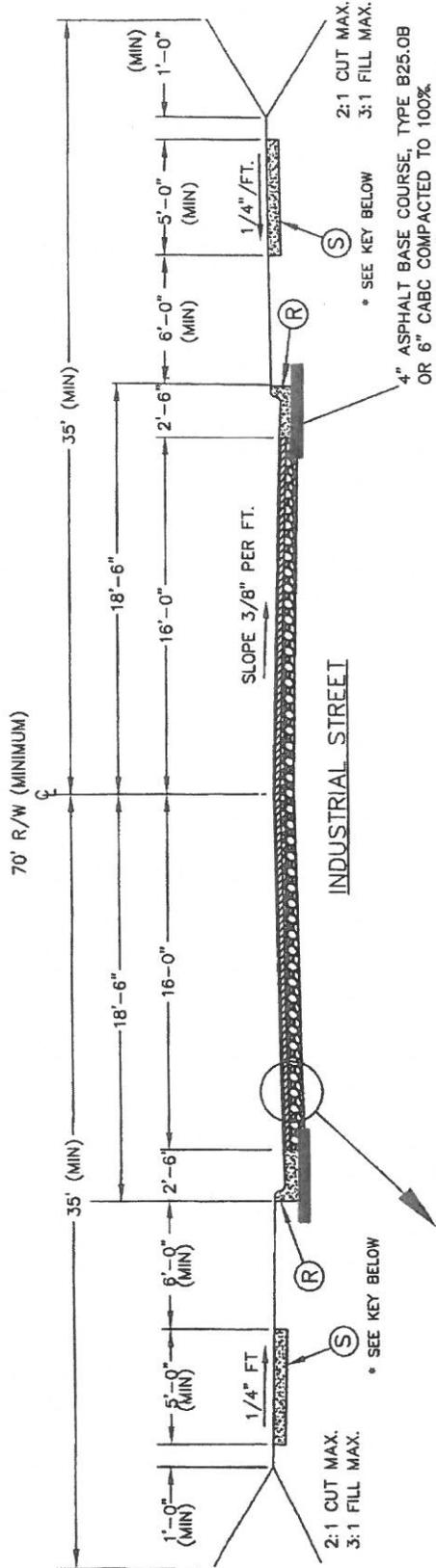
Capacity analyses were performed for 2017 Existing, 2019 Phase I Background (existing + ambient growth + approved development trips), 2024 Phase II Background (existing + ambient growth + Phase I site trips + approved development trips), 2019 Phase I Build (Phase I Background + site trips), and 2024 Phase II Build (Phase II Background + site trips) traffic volumes.

Based on the operational analyses the following is offered:

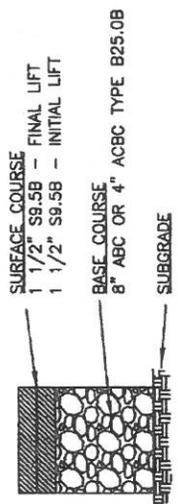
- The signalized intersection of Polk Street / Pineville Road / Industrial Drive is projected to operate at a LOS D or better during the 2019 Phase I and 2024 Phase II Build AM and PM peak hours. No improvements are recommended to help mitigate future capacity concern at the proposed site driveway.
- All unsignalized intersection movements at the intersection of Industrial Drive / Rodney Street are projected to operate at a LOS B or better during the 2019 Phase I and 2024 Phase II Build AM and PM peak hours. No improvements are recommended to help mitigate future capacity concern at the proposed site driveway.
- All unsignalized intersection movements at Industrial Drive / Site Driveway #1 are projected to operate at a LOS D or better during the 2019 Phase I and 2024 Phase II AM and PM peak hours. No improvements are recommended to help mitigate future capacity concern at the proposed site driveway.
- Queuing is not projected to affect operations at the Industrial Drive / Northern Railroad crossing.
- Queueing is projected to affect operations at Industrial Drive / Southern Railroad crossing.

In closing, the following improvements are recommended in conjunction with the construction of the proposed development:

- Industrial Drive / Northern Railroad Crossing:
 - Installation of stop bars (Phase I); and
 - Installation of additional warning signage (Phase I).
- Industrial Drive / Southern Railroad Crossing:
 - Installation of stop bars (Phase I); and
 - Installation of additional warning signage (Phase I).



TACK COAT TO BE APPLIED BETWEEN ASPHALT LIFTS IN ACCORDANCE W/2016 NCDOT QMS ASPHALT MANUAL SECT. 9.3.2



TYPICAL PAVEMENT SECTION

- KEY**
- (R) 2'-6" CURB AND GUTTER
 - (S) 4" CONCRETE SIDEWALK, 6" AT ALL DRIVEWAYS w/GEOGRID 1100 TENSILE (MIN) & COMPACT SUBGRADE TO 100% STANDARD PROCTOR

NOTES:

1. DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN TO TOWN ENGINEER.
2. AN ALTERNATIVE PAVEMENT DESIGN MAY BE REQUIRED BY NCDOT BASED ON SPECIFIC TRAFFIC PARAMETERS.
3. SIDEWALK EASEMENT MAY BE REQUIRED.
4. SUBGRADE TESTING SHALL BE AT 200' MAXIMUM SPACING AND NOT BE LESS THAN 92% STANDARD PROCTOR AT EACH LOCATION.

NOT TO SCALE

6/25/16	
STD. NO.	REV.
10.03	3

INDUSTRIAL STREET

TOWN OF PINEVILLE
LAND DEVELOPMENT STANDARDS



Memorandum

To: Town Council and Planning Board
From: Travis Morgan
Meeting Date: 3/22¹³/2018
Re: **Sign Ordinance Text Amendment** (*Joint Public Hearing*)

BACKGROUND:

US Supreme court has changed sign laws since the last sign ordinance revision, so staff has made adjustments to reflect these laws. Signage is strictly enforced in the town, so staff wanted to make these revisions to accurately issue violations in accordance with the current laws.

PROPOSAL:

To update the sign ordinance to reflect current Supreme Court ‘content neutral’ requirements. Attached is the Staff has undertaken a reworking of the ordinance to make correction and remove noncompliant sections such as ‘non-commercial signage’ and ‘now hiring’ that are not content neutral. Content neutral is a challenge to overcome but using place, time, number and material staff has tried to correct the ordinance while maintaining the original intent. Staff has tried to tie signage to other events that can be documented while remaining content neutral and prevent oversaturation.

Other highlights include: updating window signage to allow more flexibility for signs 2 feet or more behind glass, clarifying restrictions on flashing signs to 5-minute minimum intervals (gained from the Planning Board informational meeting), and maximum sign brightness.

Items to consider but not included: future vacant Dick’s Sporting Goods building sign will have to be removed with no off-site sign allowance. Property representatives asked staff to consider a consolidated monument sign request with the front parcel (Jared’s of possible Office Depot) Staff welcomes discussion for any sign consolidation clause for land locked parcels allowed removal of pole signs in favor of combined compliant signs.

PROCEDURE:

This is the joint public hearing between Council and Planning Board required by the town zoning ordinance. This meeting is to familiarize you with the proposal and offer any comments, suggestions, or corrections. This is a text amendment it will follow the standard legislative approval process. The planning board must first make a recommendation at the close of the public hearing then council may vote on the proposal. Council may vote to approve, deny, amend, or continue the request.

CHAPTER 5 SIGNS

PURPOSE AND INTENT

The purpose and intent of this Article is to support and complement the various land uses allowed within the incorporated limits of the Town of Pineville by the adoption of policies and regulations concerning the placement of signs. **Any violation of this article see: 2.7.7(G)**

The Pineville Town Council does hereby find and declare the outdoor placement of signs to be a legitimate use of private property but that the erection of signs should be controlled and regulated in order to promote the health, safety, welfare and convenience and enjoyment of travel on and protection of the public investment in streets and roads in Pineville and to promote the reasonable, orderly and effective display of such signs, displays and devices. It is also the intent of this Ordinance to prevent signs from dominating the visual appearance of the area in which they are located.

5.1

Permitted Signs Sign Permits Required

Unless specifically exempted by other sections of ~~the Article~~ this Ordinance, all signs shall be required to have ~~proper~~ **completed and approved** permits prior to installation. ~~Whether the sign is new, part of new construction, or an existing sign, the following information will be required as part of the permit application~~ **A sign permit shall not be deemed complete or approved unless fees have been paid, and all required information needed to determine compliance is supplied by the applicant. Such required information includes, but is not limited to the following:**

- A) **A completed application and detailed description of any new sign including materials and lighting.**
- B) **All complete and accurate measurements and square footages (total height by total width and depth) for all signage associated with a proposal. This shall include all existing signs to remain and new proposed signs.**
- C) **Graphic showing exact sign placement on walls for wall signage**
- D) **Survey showing all freestanding signs that confirms sign height, distance from ground, setback requirements and sight triangles.**
- E) **Address and tax parcel number.**
- F) **Once zoning has approved a sign proposal the applicant must get approval from Mecklenburg County prior to installation.**

5.2

SIGNS NOT REQUIRING A PERMIT

Signs listed in ~~this section~~ **5.2** are exempt from **Town** permit requirements of Section 5.1.1 and may be erected in any zoning district provided they are **located onsite, comply with sight triangle safety requirements, Mecklenburg County requirements** and all other provisions herein.

5.2.1 Government signs

Temporary or permanent signage erected and maintained by or required by the Town of Pineville, Mecklenburg County, North Carolina, or Federal government and meets the following conditions.

Governmental signs are allowed to include the following:

- A) Municipal, County, State and Federal traffic signs.
- B) Historical markers, monuments or signs erected by public authority.
- C) Signs denoting the location of underground utilities.
- D) Signs posted by or under the authority of Municipal, County, State, or Federal authorities for crime prevention, public safety, health, zoning, and identification.
- E) **Signs erected by government entity to advertise public or community events.**

5.2.2 Incidental Signs

Incidental signs shall be detached freestanding secondary onsite signage, such as “no parking”, “entrance”, “loading only”, and meets the conditions below:

Incidental signs shall be allowed provided they comply with the following:

- A) **Maximum size of two (2) square feet.**
 - B) **Maximum height of three (3) feet high.**
 - C) **Must be within property lines and outside of any right of way.**
 - D) **Must cause a safety hazard or conflict with utilities.**
 - E) **Must be permanent style and constructed of metal or masonry frame.**
 - F) **Limit two (2) per property for properties under 10 acres. No limit for properties over 10 acres where not visible from public road right of ways.**
- ~~A) Signs posted upon private property relating to private parking or warning the public against trespassing against danger from animals or other dangers or dangerous conditions so long as such signs are of an allowed size and description.~~
- ~~B) Private unofficial traffic signs indicating onsite directions, entrances, exits, or hazards.~~
- ~~C) Such signs shall not include logos or commercial messages or be extended to support structure.~~
- ~~E) The size of such signs shall not exceed 2 square feet.~~

5.2.3 Flags

A generally rectangular fabric, representing a nation, state, country, city, or other official government entity, designed to be flown from a flag pole and meets the following conditions:

- A) No more than one flagpole displayed on any lot unless the lot has more than one road frontage, in which case there may be one flagpole per each public road frontage.
- B) A maximum of 2 flags shall be allowed per a flag pole.
- C) Flag poles shall not exceed thirty (30) feet in height nor shall flags on these poles exceed a size of five (5) feet by eight (8) feet.

- D) Flag poles exceeding thirty (30) feet in height prior to the adoption of this ordinance may remain, however, flags flown on taller poles shall not exceed a size proportionate to a five-foot by eight-foot flag on a thirty-foot pole.
- E) **Pineville Town Council may consider as part of any conditional approval process specific flagpole proposals for government owned properties.**

5.2.4 Real Estate

Temporary onsite real estate signs typically advertising specific property for sale, lease, rent or new development shall be located as follows:

- A) Signs must have an active real estate listing.
- B) Signs advertising individual single-family, duplex, **and townhome** or similar residential uses **totaling ten (10) homes or lots or less** shall have a maximum area of six (6) square feet apiece **and a maximum height above grade of four (4) feet.**
- C) Signs advertising all other uses shall not exceed thirty-two (32) square feet, and a **maximum height above grade of ten (10) feet.**
- D) Only one (1) sign per street front shall be erected. **This sign may be double sided or 'V' style.**
- E) Signs shall not be illuminated.
- F) **Signs must be a minimum of five (5) feet inside the property.**
- G) **Signs must not be in any sight triangle.**
- H) Signs shall be removed within seven (7) days after the sale is closed or other transaction is finalized.
- I) **Signs in place longer than ninety (90) days must be of painted wood or metal material approved by the Planning Director.**

5.2.5 Political Election Signs

~~Campaign and election signs provided that:~~

Signs during federal, state, and local municipal election season are permitted with the following restrictions:

- A) ~~One Large sign is allowed per property and shall not exceed sixteen (16) square feet in area. Two Smaller signs are allowed per property and shall not exceed six (6) square feet.~~
Election season signs shall not exceed six (6) square feet and must be of approved rigid, weather resistant, and non-banner material.
- B) All such signs shall be erected no sooner than thirty (30) days prior to the election and removed within seven (7) days after the election for which they were made.
- C) The party responsible for erecting the sign shall be held responsible for violations.
- D) ~~No Political signs are allowed~~ Signs shall not be on Town owned property.
- E) ~~No Political sign is allowed~~ Signs shall not be in the Right-of-Way.
- F) **Signs shall not be in any sight triangle.**

5.2.6 Construction Signs

An on-site temporary sign identifying the names of the individuals and/or firms connected with the construction of a non-residential active project. Such sign may incorporate the name of the project, lender, owner, developer, architect, engineers, rental agencies, real estate agent/broker, financial institutions, contractor, address of business and telephone number, or other principals involved in the sponsorship, design, or construction of a structure or project, and meets the following conditions. Any redevelopment or remodeling project must follow the same requirements.

Temporary onsite signs in association with construction projects typically advertising the builder, developer, bank or similar where final Town of Pineville and Mecklenburg County plans have been approved and a construction permit is posted.

- A) **Signs must be in conjunction with a valid approved building permit.**
- B) Signs in conjunction with any ~~single-family~~ residential uses ~~or duplex~~ totaling **ten (10) homes or less** shall have a maximum area of six (6) square feet apiece and a **maximum height above grade of four (4) feet.**
- B) Signs advertising all other uses shall not to exceed thirty-two (32) square feet, and a **maximum height above grade of ten (10) feet.**
- C) **Maximum of two (2) construction signs per total development project area or one (1) sign placed per street front shall be erected, whichever is greater. This sign may be double sided but not 'V' style.**
- D) Signs shall not be illuminated.
- E) **Signs must be a minimum of five (5) feet inside the property.**
- F) **Signs must not be in any sight triangle.**
- G) **Signs must be removed after completion of project or certificate of occupancy is issued.**
- H) **Signs in place longer than ninety (90) days must be of painted wood or metal material approved by the Planning Director.**

5.2.7 Religious Institutions and Other Non-Profit Organizations

Temporary special event signs or banners for religious, charitable, civic, ~~fraternal~~ or similar ~~noncommercial~~ **verified non-profit** organizations provided that:

- A) ~~One~~ **Two** on-premise sign **no larger than thirty-two (32) square feet** per ~~premises~~ **property** shall be permitted per event. Portable signs may be used for such purposes.
- B) Signs shall be erected no sooner than 14 days before and removed 7 days after the event.
- C) The Town Council may approve other signs or banners to be located in or across a public road **right-of-way**. The number, location, **material**, and direction of such signs shall be determined by the Town Council.

5.2.8 Agricultural Signs

Temporary farm product signs restricted to properties actively growing and selling produce:

- A) Maximum of two (2) signs per property shall be erected.
- B) Such sign shall be located on the property where the products are grown or sold.

- C) Signs shall not exceed ~~32~~ **sixteen (16)** square feet in area apiece.
- D) Signs shall be removed within seven (7) days of the termination of sale activities.
- E) **Signs must be a minimum of five (5) feet inside the property.**
- F) **Signs must not be in any sight triangle.**

5.2.9 Grand Opening/~~New Hiring~~/Closing

Signs ~~advertising~~ **used in association with** the initial opening or closing of a business, ~~and a sign requesting the need for hiring individuals.~~ These signs are only permitted with new certificate of occupancy or **before all business activities are to cease.** These signs shall be allowed under the following conditions:

- A) **Applicant must provide documentation of new certificate of occupancy or store closing.**
- B) Such signs shall be attached **entirely to a vertical building wall only and not tied between columns.**
- C) Any such signs shall not exceed thirty-two (32) square feet.
- ~~D)~~ Sign material must be approved by staff. ~~Signs made from non-permanent type material are acceptable with staff approval~~ **must be secured so as not to move, bend, or sag particularly in windy conditions.**
- E) Signs are limited to a maximum of fourteen (14) days.

5.2.10 Window Signs

- A) Window signs must be interior placed only. Exterior window signs shall be regulated as wall signage.
- B) Illuminated window openings, such as with light 'washes' and/or up and down lighting shall be with white light only. See also maximum light intensity and prohibited flashing, strobing, and scrolling.
- C) Window signs located less than two (2) feet behind glass shall not exceed twenty-five (25) percent of the window or glass door onto which the sign(s) are located.
- D) Window signs located two (2) or more feet behind glass may exceed the twenty-five (25) percent maximum listed above.

5.2.11 Miscellaneous Exemptions

- A) Required government safety signage such as roadway and **traffic movement signs, NCDOT required or permitted signage**, and code related signage such as handicapped parking space signs; inspection signs on gas pumps, vending machines, license plates and similar incidental signs; permanent style signs made of painted wood, metal, stone, or masonry visible only from **within** the premises.
- B) **Customary cemetery signage such as identification and grave markers on masonry, stone, or metal.**
- C) Historical Markers erected by a government entity.
- D) **Address signs.** Addresses on structures, mailboxes, paper tubes and similar customarily allowed for **property location and emergency services** giving the **street name and numerical address only provided all other ordinance provisions are met.**
- E) Menu boards and sports field signage such as scoreboards where not visible from a public road right of way provided all other regulations are met (such as lighting).

PROHIBITED SIGNS

The following list of signs are prohibited in the Town unless specifically noted elsewhere, any violation is subject to the regulations as stated in this Article.

- A) Any sign, which the Planning Director determines, obstructs the view of bicyclists, pedestrians or motorists using any street, approach to any street intersection, or which interferes with the effectiveness of or obscures any traffic sign, device, or signal shall be prohibited.
- B) Illuminated, highly reflective signs or spot lights that the Planning Director determines hampers the vision of motorists or bicyclists.
- C) Signs, lights, rotating disks, words, and other devices, which resemble traffic signals, traffic signs, or emergency vehicle lights.
- D) Signs, other than government signs, which contain lights, rotating disks, words and other devices not erected by a public authority, which may be erroneously construed as government signs, or emergency warning signs.
- E) Any sign, which interferes with free passage from or obstructs any fire escape, downspout, door, stairway, ladder, or opening intended as a means of ingress or egress or providing light or air.
- F) Any sign placed on any curb, sidewalk, post, pole, hydrant, bridge, tree, or other surface located on, over, or across any public street or right-of-way unless authorized by the Pineville Town Council or the North Carolina Department of Transportation.
- G) Any sign located in such a way as to intentionally deny an adjoining property owner visual access to an existing sign.
- H) Flashing, strobing, scrolling, swinging, rotating signs or similar **(except government emergency signs or as required along roadways for traffic control)**.
- I) Portable signs (except as otherwise stated in this Ordinance).
- J) Vehicular signs. Vehicles used in the normal operation of a business that contains graphics promoting the business are allowed. However, **vehicles with signage parked along roadways, and vehicles not directly used in association with regular business activates shall be prohibited.**
- K) Off-Premise Sign (such as a Billboard). Any sign that is not located **within** the property that it identifies or advertises.
- L) Roof signs, or signs on or above the roof or parapet of a building.
- M) Other signs not expressly permitted by this Ordinance.
- N) Electronic message boards in all Residential (R) Districts
- O) Obsolete or Abandoned Signs. Non-conforming signs or parts of signs which advertise or pertain to a business, product, service, commodity, event, activity or purpose which either no longer exists, has been discontinued or has not been in use for one hundred eighty days or more shall be deemed to be an abandoned sign and shall be removed upon notice by the Planning Director.
- P) Obscenity. Signs **or displays**, that contain obscene ~~words or~~ words, ~~and~~ pictures, **objects or similar** which offend the public.
- Q) Pylon or pole signs.
- R) Banners. **Banner signs of vinyl fabric, corrugated plastic or similar material or displays typically used in association with temporary events unless specifically stated elsewhere.**

- S) Windblown devices such as pennant, streamers, spinners, balloons, gas filled figures and other similar devices.
- T) **Signs used in association with any home business/customary home occupation.**
- U) Neon illuminated tubing **excluding the twenty-five (25) percent maximum interior window signage allowance (such as for "Open" signs).**
- V) Any string of lights outlining property lines, open sales areas, doors, windows or wall edges of any building **unless elsewhere noted.**

5.4

GENERAL SIGNAGE

5.4.1 Residential Uses or District Signs

Residential signage unless otherwise specified or restricted shall be on a wall, window, or porch column and may not exceed six (6) square feet.

Residential uses or districts contain developments that require signage. Such developments include, but are not limited to: Single Family Subdivisions and developments designated with the letter 'R' in the zoning classification. Total allowable wall sign area shall not exceed one square foot per linear foot of the front of all community owed buildings such as club and pool houses. One (1) ground mounted or monument sign may be utilized per common entrance providing the sign graphic does not exceed twenty (20) square feet. **Two (2) ground mounted or monument signs on flanking either side of a common entrance may be utilized providing each sign graphic does not exceed ten (10) square feet.** Such signs shall not exceed seven (7) feet in height excluding brick support structure or decorative architectural features such as finials. **Internally illuminated signage is prohibited.**

5.4.2 Office-Commercial (O-C) and Office-Institutional (O-I) Signs

Permitted Sign Type(s) ¹	Specific Applicability	Maximum Area	Maximum Height	Maximum Number
Wall ²	Front street facing or primary façade	2 sqft for each linear foot of wall frontage <u>or</u> 5% of wall whichever is greater.	n/a	n/a
Wall ²	Secondary Street	1 sqft for each linear foot of building facing side street	n/a	n/a
Window	Window glass area	25 % of interior window and/or door area	n/a	n/a
Building Mounted	Projecting ²	12 sq ft (total of 24 sqft)	n/a	1
	Awning	Single color awnings only	See note 3	n/a
Free Standing or Ground Mounted ³	Properties that can meet all freestanding sign requirements	50 sqft	7 ft	1

¹ Combined square footage of all signs shall not exceed 200 square feet.

² Wall Signs may project a maximum of 24" from the wall to which it is mounted. **Secondary street wall signage allowances shall not be combined onto the front façade, however front or secondary signage may be transferred onto rear or similar facades.**

³ Sign must be placed ~~no closer than~~ a minimum of 5' inside property lines, outside of any sight triangle, and not within any existing or future sidewalk area. One ground mounted or monument sign is permitted. In the event of a double-sided sign, only one side shall be used to figure the square footage.

5.4.3 General Business (B-3) Signs

	Permitted Sign Type(s) ¹	Specific Applicability	Maximum Area	Maximum Height	Maximum Number
Building Mounted	Wall ²	Front street facing or primary façade	2 sqft for each linear foot of wall frontage <u>or</u> 5% of wall whichever is greater.	n/a	n/a
	Wall ²	Secondary Street	1 sqft for each linear foot of building facing side street	n/a	n/a
	Window	Window glass area	25 % of interior window and/or door area	n/a	n/a
	Projecting ²	Traditional post-and-arm style wall mounted	42 sq ft (total of 24 sqft)	n/a	1
	Awning	Single color awnings only	Permitted as part of allowable wall signage	See note 3	n/a
Free Standing	Monument or Ground Mounted ³	Properties that can meet all freestanding sign requirements	50 sqft	7 ft	1

¹ Combined square footage of all signs shall not exceed 200 square feet.

² Wall Signs may project a maximum of 24" from the wall to which it is mounted. **Secondary street wall signage allowances shall not be combined onto the front façade, however front or secondary signage may be transferred onto rear or similar facades.**

³ Sign must be placed ~~no closer than~~ **a minimum of 5' inside** property lines, outside of any sight triangle, **and not within any existing or future sidewalk area.** One ground mounted or monument sign is permitted. In the event of a double-sided sign, only one side shall be used to figure the square footage.

5.4.4 Highway Business (B-4) and Planned Business Signs (B-P)

	Permitted Sign Type(s) ¹	Specific Applicability	Maximum Area	Maximum Height	Maximum Number
Building Mounted	Wall ²	Front street facing or primary façade	2 sqft for each linear foot of wall frontage or 5% of wall whichever is greater.	n/a	n/a
	Wall ²	Secondary Street	1 sqft for each linear foot of building facing side street	n/a	n/a
	Window	Window glass area	25 % of interior window and/or door area	n/a	n/a
	Projecting	Traditional post-and-arm style wall mounted	12 sq ft (total of 24 sqft)	n/a	1
	Awning	Single color awnings only	Permitted as part of allowable wall signage	See note 3	n/a
	Free Standing or Ground Mounted ³	Properties that can meet all freestanding sign requirements	50 sqft	7 ft	1

¹ Combined square footage of all signs shall not exceed 300 square feet.

² Wall Signs may project a maximum of 24" from the wall to which it is mounted. **Secondary street wall signage allowances shall not be combined onto the front façade, however front or secondary signage may be transferred onto rear or similar facades. Multiple tenants located inside a single B-P zoned parcel of land over 100,000 gross square feet may utilize a 2:1 ratio for each building façade with the limitation that no façade may exceed 300 square feet of signage.**

³ Sign must be placed ~~no closer than~~ a minimum of 5' inside property lines, outside of any sight triangle, and not within any existing or future sidewalk area. One ground mounted or monument sign is permitted. In the event of a double-sided sign, only one side shall be used to figure the square footage.

5.4.5 Shopping Centers^{1,3}

	Number of Outlets Tenants	Specific Applicability	Maximum Area	Maximum Height	Maximum Number
Wall		Wall signs calculated individually for maximums.	See zoning district for maximum	See zoning district	N/A
Free Standing	10-14 Outlets Tenants	Identifies tenants in a building.	125 sq ft	20 ft	1 Per Street Frontage
	15 or more Outlets Tenants	Identifies tenants in a building.	150 sq ft	20 ft	1 Per Street Frontage

¹ *All other applicable zoning district regulations apply.*

² *Non-conforming shopping centers with five or more tenants may replace free standing sign tenant panels only to reflect current tenants provided that the existing sign has five or more tenant panels and does not alter the existing structure, condition, lighting, or intent.*

³ *LED or illuminated message board displays are limited to fifty (50) square feet unless as conditionally approved.*

5.4.6 General Industrial (G-I) Signs

	Permitted Sign Type(s) ¹	Specific Applicability	Maximum Area	Maximum Height	Maximum Number
Building Mounted	Wall ²	Front Façade	1 sq ft for each linear foot of wall frontage	n/a	n/a
	Wall ²	Secondary Street	½ sq ft for each linear foot of wall frontage	n/a	n/a
	Window	Businesses.	25 % of interior window and/or door area	n/a	n/a
	Awning	Single color awnings only	Permitted as part of allowable wall signage	See note 3	n/a
Free Standing	Monument or Ground Mounted ³	Box style only no 'V' shaped signs	50 sq ft	7 ft	1

¹ *Combined square footage of all wall signs shall not exceed 200 square feet.*

² *Wall Signs may project a maximum of 24" from the wall to which it is mounted. Secondary street wall signage allowances shall not be combined onto the front façade, however front or secondary signage may be transferred onto rear or similar facades.*

³ *Sign must be placed ~~no closer than~~ a minimum of 5' inside property lines, outside of any sight triangle, and not within any existing or future sidewalk area. One ground mounted or monument sign is permitted. In the event of a double-sided sign, only one side shall be used to figure the square footage.*

5.4.7 Downtown Core (DC) District

	Permitted Sign Type(s) ¹	Specific Applicability	Maximum Area	Maximum Height	Maximum Number
Building Mounted	Wall ²	Front street facing or primary façade	2 sqft for each linear foot of wall frontage <u>or</u> 5% of wall whichever is greater.	n/a	n/a
	Wall ²	Secondary Street	1 sqft for each linear foot of building facing side street	n/a	n/a
	Window	Window glass area	25 % of interior window and/or door area	n/a	n/a
	Projecting	Traditional post-and-arm style wall mounted	12 sq ft (total of 24 sqft)	n/a	1
	Awning	Single color awnings only	Permitted as part of allowable wall signage	See note 3	n/a
Free Standing	Monument ³	Box style only no 'V' shaped signs	16 sq ft (total of 32 sqft)	5 ft	1
	Portable ⁴	A-Frame, Menu Board	6 sq ft (24" x 36")	4 ft	1

¹ Combined square footage of wall signs shall not exceed ~~400~~ **150** square feet.

² Wall Signs may project a maximum of 24" from the wall to which it is mounted. **Secondary street wall signage allowances shall not be combined onto the front façade, however front or secondary signage may be transferred onto rear or similar facades.**

³ Sign must be placed ~~no closer than~~ **a minimum of 5' inside** property lines, outside of any sight triangle, **and not within any existing or future sidewalk area.** One ground mounted or monument sign is permitted. In the event of a double-sided sign, only one side shall be used to figure the square footage.

⁴ A-Frame signs are allowed during business hours, and must be removed at the close of the business day. ~~All signs must be no further than 5 feet from the front door of the business.~~

5.4.9 Residential Mixed-Use (RMX) District

	Permitted Sign Type(s) ^{1,2}	Specific Applicability	Maximum Area	Maximum Height	Maximum Number
Building Mounted	Wall ³	Front Facades	1 sqft for each linear foot of building front	n/a	n/a
	Wall ³	Secondary Street	1 sqft for each linear foot of building facing side street	n/a	n/a
	Window	Window glass area	25 % of interior window and/or door area	n/a	n/a
	Projecting	Traditional style vertical wall mounted signs	12 sqft	n/a	1
	Awning	Single color awnings only	Permitted as part of allowable wall signage	See note 3	n/a
	Monument ⁴	Box style only no 'V' shaped signs	20 sqft	5 ft	1

¹ **Excludes single family, duplex, and townhome residential dwellings.**

² *Combined square footage of wall signs shall not exceed 40 square feet.*

³ *Wall Signs may project a maximum of 24" from the wall to which it is mounted. **Permitted wall signage shall not be transferred to other walls.***

⁴ *Sign must be placed ~~no closer than~~ **a minimum of 5' inside** property lines, outside of any sight triangle, **and not within any existing or future sidewalk area.** One ground mounted or monument sign is permitted. In the event of a double-sided sign, only one side shall be used to figure the square footage.*

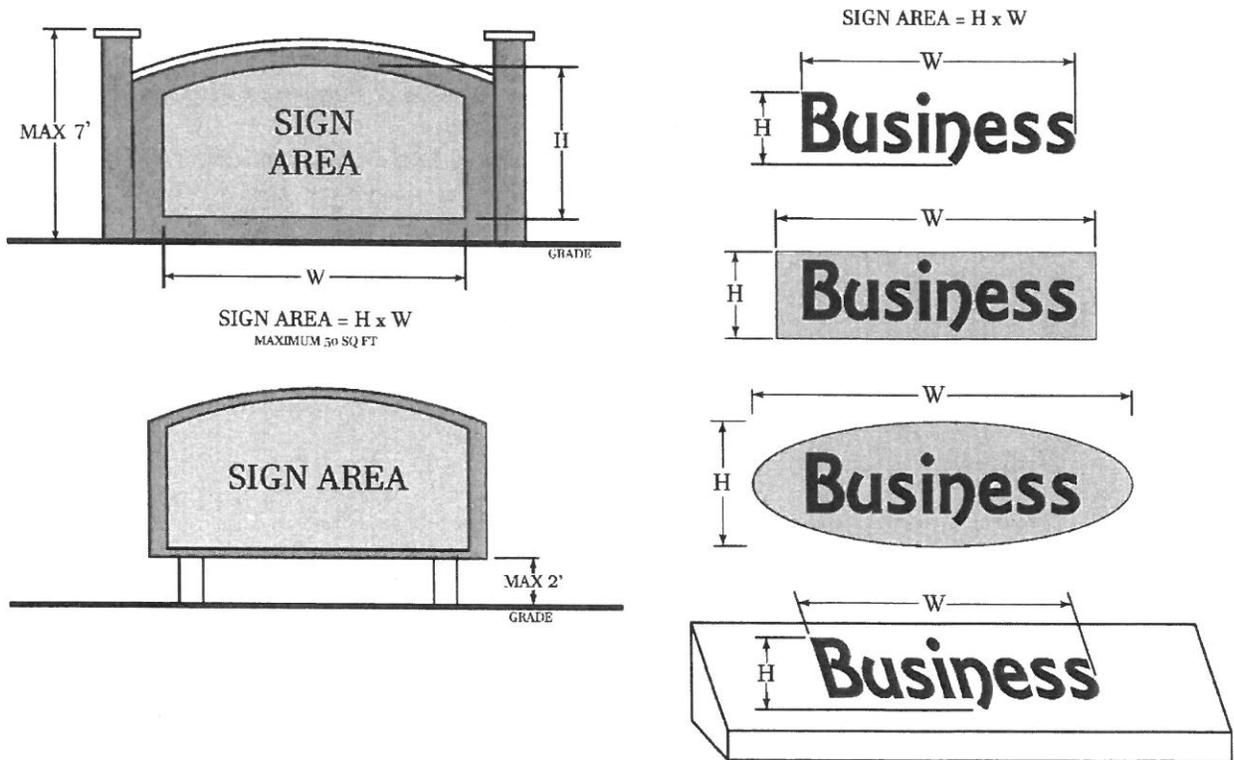
5.5

GENERAL MEASUREMENT AND SPECIFICATIONS

The following are general specifications applicable to the various signs permitted. Additional specifications regarding size, number, location, and permitted types of signs are set forth in the individual zoning districts.

5.5.1 Sign Area

The surface area of a sign is computed as including the entire area within a triangle, circle, or **four-sided** parallelogram, including all of the elements of the design **and including all illuminated cabinets or sign panels**. In the case of **enclosed double-sided rectangular panel** signs mounted back-to-back, only one side of the sign is to be included in the area. Otherwise, the surface area of each sign is to be separately computed. In the case of cylindrical signs, signs in the shape of cubes, or other signs, which are substantially three-dimensional with respect to their display surfaces, the entire display surface or surfaces, is included in computations of area.



5.5.2 Wall Signs

- A) No wall sign shall project more than 24 inches from the building wall unless otherwise noted. No wall sign or its supporting structure shall cover any window or part of a window, nor shall it extend on the onto **any angled roof** or above any roof or parapet wall.
- B) Canopy and awning signs may be ~~substituted for part or all of the~~ used as signage following wall signage allowances ~~allowable wall signage per premises~~. Signs may be painted or printed onto a canopy or awning. In no instance shall a canopy or awning sign extend into a street right-of-way. **Awnings using more than one background color the entire surface of the awning shall be counted as signage.**

5.5.3 Free-Standing Signs

- A) All free-standing signs shall be a minimum of five (5) feet behind the street right-of-way and similarly located set back inside the property a minimum of five (5) feet to any adjacent lot line.
- B) Any such sign shall be located outside of any **adopted** sight triangle(s).
- C) Maximum of two (2) feet of open area between grade and mass of sign (for pole supports).

5.5.4 Projecting (Vertical or Hanging) Signs

- A) **All Projecting Signs**
 - 1) A projecting sign will not project more than four (4) feet from a building wall.
 - 2) A projecting sign will not extend vertically above the roofline or parapet of a building.
 - 3) The sign shall be a minimum of seven (7) feet from the bottom of the sign above the finished grade.

5.5.5 Awning Signs

- 1) **Awning signs square footage shall be taken out of allowed wall signage.**
- 2) **Awnings shall be one color except for area permitted as signage.**
- 3) **For solid horizontal flat awnings (not including canopies such as gas stations or drive-through roofs) on a larger enclosed heated and cooled building, signage is permitted on the drip edge band or above this edge provided such signs are no more than one (1) foot in height and no more than fifty (50) percent of the awnings width. Such signs are limited to individual self-supporting raceway letters only.**

5.6 SIGN HEIGHT

5.6.1 Sign Height

The height of a sign shall be measured from the highest point of a sign to the average grade.

5.7 SIGN ILLUMINATION

Unless otherwise prohibited, signs may be illuminated if such illumination is in accordance with this section. All electric signs shall be in accordance with ~~the Building and National~~ all applicable electric codes and shall obtain all required ~~building~~ permits **from Mecklenburg County**. All wiring to ground signs or to lighting equipment erected after the effective date of this section must be underground.

- A) **Sign illumination and glare intensity.** No sign is permitted by intensity or direction to constitute a nuisance, spill onto adjacent properties, interfere with the reasonable enjoyment residential uses, or cause glare hazard to passing motorists.
- B) **Signs near residential premises.** No sign within 150 feet of a residential ~~premise~~ **property** may be illuminated between the hours of midnight and 6 a.m., unless there is no spillover of lighting or glare to the residential area beyond the boundaries of the lot where the lighting is located.
- C) **Shielding of lights.** External lighting directed toward a sign shall be shielded so that it illuminates only the face of the sign and does not shine directly into or cause glare onto a public right-of-way or residential uses
- D) **Flashing or intermittent lights.** No sign shall contain or be illuminated by flashing, **scrolling**, or intermittent light or lights of changing degrees of intensity.

5.7.1 Exposed Illumination Source

~~Unless otherwise indicated in this Ordinance, all signs may be illuminated.~~ All illuminated signs shall ~~have their lighting directed in such a manner as to illuminate only the face of the sign~~ **have the bulb or illumination source concealed in such a way as to not be visible to the public unless for interior window signs less than two square feet such as now open signs or for LED portions of freestanding monument signs where permitted.**

5.7.2 Electric Supply

All illuminated detached signs shall utilize an underground electrical source. **All wall signs shall utilize a direct bore or concealed channel wall electrical source.**

5.7.3 Sign Lighting Maximum and Changeable Sign Graphics

- A) Shall not exceed more than 8,000 nits during daytime hours
- B) Shall not exceed more than 700 nits between dusk and dawn
- C) Shall stay static for at least five (5) minutes

5.8

ENFORCEMENT

5.8.1 Inspections and Investigations

- A) The Planning Director will periodically inspect signs in order to determine whether there are any violations of this Ordinance.
- B) The Planning Director shall have the power to conduct such investigations as it may reasonably deem necessary to carry out the duties as prescribed in these regulations, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting signs. No person shall refuse entry or access to any authorized representative of the Planning Director who requests entry for purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper, or interfere with any such representative while in the process of carrying out his official duties.
- B) The Planning Director may require ~~written statements, or the filing of reports with respect to pertinent questions~~ documentation relating to any sign to determine compliance and enforcement action.

5.8.2 Removal of Illegal Signs in Right-Of-Way and Public Properties

The Planning Director or their designee may remove and destroy or otherwise dispose of any sign placed on public property or within any right-of-way of any street. Penalties may be levied for each such sign placed.

5.8.3 Citations

~~If, through inspection,~~ If it is determined that a ~~person~~ **sign** has failed to comply with the provisions of these regulations, the Planning Director **or their designee** shall issue a warning citation to the violator. Violations shall be corrected within three days of the issuance of such citation. If the violation is not corrected within the specified time period, the violator is subject to Section 2.7.7(G), 'Civil Penalty', of this Ordinance, which is incorporated by reference herein as if fully stated. **Each sign in violation shall constitute a separate fine.**

5.8.4 Other Enforcement Methods

In addition to the civil penalties **stated in this ordinance**, the provisions of these regulations may be enforced by ~~one or more of the methods described in Section 2.7 of the Zoning Ordinance~~ **additional enforcement actions permitted under state law.**

Memorandum

To: Town Council and Planning Board
From: Brandon Hackney
Meeting Date: 3/13/2018
Re: **Lighting Ordinance Update** (*Joint Public Hearing*)

PROPOSAL:

The lighting section of the zoning ordinance is dated and needs to be updated to accurately measure the amount of light from fixtures, along with a few other minor changes. The current ordinance sets parameters using watts, which is not an accurate measuring unit, especially with the majority of fixtures being installed using LED bulbs. The proposal sets these parameters using nits, lumens, and footcandles, which is the preferred lighting unit by IES (Illumination Engineers Society). Attached is the proposed lighting ordinance for consideration.

Staff met with an LED message board installation provider, along with assessing other municipalities in the area, and have made the recommendation of the maximum brightness for the display to be 8,000 nits during the daytime hours and a maximum of 700 nits between dusk and dawn. We also have suggested a static time for the message display boards of 5 minutes that was determined as reasonable to inspect from our Planning Board informational meeting.

PROCEDURE:

This is the joint public hearing between Council and Planning Board required by the town zoning ordinance. This meeting is to familiarize you with the proposal and offer any comments, suggestions, or corrections. This is a text amendment it will follow the standard legislative approval process. The planning board must first make a recommendation at the close of the public hearing then council may vote on the proposal. Council may vote to approve, deny, amend, or continue the request.

7.15

EXTERIOR LIGHTING

7.15.1 Purpose and Intent

The provision of outdoor lighting heightens nighttime safety and visibility, and is used to enhance the security of property and people. Lighting is to be provided in areas of heavy vehicle and pedestrian use, and areas that are dangerous if unlit such as stairs, intersections, or changes in grade. Lighting should adequately serve the site while minimizing negative impacts on surrounding properties and light pollution.

7.15.2 Lighting Plan

Any development that proposes exterior lighting shall include a detailed exterior lighting plan as part of the plan submission. This plan shall include:

- A) Specifications of Luminaire: type of unit, lamps (lumens, etc.), electrical load requirements, utility company involved, method of wiring, routing/location of lines, location, and mounting heights.
- B) An iso-footcandle plan that shows typical footcandle contours or a point photometric grid that indicates foot-candle levels measured at grade across the site. A point photometric plan is required for major site plans. Other information such as: maximum, average, and minimum site footcandles, uniformity ratio (average/minimum), and depreciation factors shall also be included. Footcandle levels must be shown at initial levels.
- C) Plan certification by a licensed lighting professional holding the PE, LC or CLEP certification or similar certification that indicates proficiency in the design of outdoor lighting, a lighting manufacturer, or the local electric utility. The certification must verify that the plans meet the Town's design requirements and illumination standards.

7.15.3 Light Level Measuring

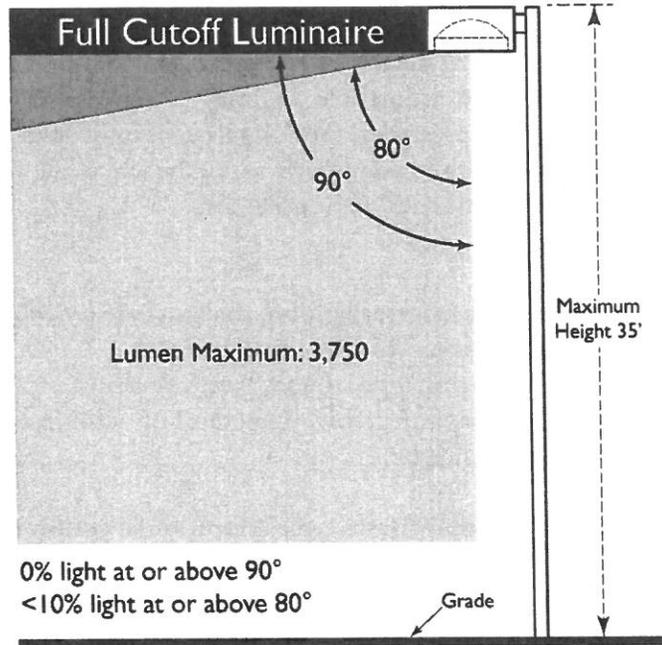
Light levels are specified, calculated, and measured in footcandles. All footcandles values are maintained footcandles. Measurements are to be made at ground level

7.15.4 Design Requirements

All outdoor lighting shall conform to the following design standards:

- A) **Location**
 - 1) The layout of lighting shall be designed so that poles do not interfere with other elements of the approved site such as trees, landscaping, and parking.
 - 2) The location of lighting shall be placed to adhere to the maximum and minimum footcandles of luminaire requirements

B) **Luminaire Requirements**



- 1) Mounting Height shall not exceed 35 feet from grade level
- 2) Luminaire shall not exceed 3,750 lumens
- 3) All luminaires shall be recessed full cutoff, directing light downwards and shielded to prevent spillover light and glare onto adjacent properties and right of ways
- 4) Maximum illumination measured in initial footcandles at the property line shall not exceed 0.3 footcandles onto adjacent residential sites and 1.0 footcandles onto adjacent non-residential sites.
- 5) Minimum illumination shall be no less than 0.2 footcandles for parking lots
- 6) Light source (bulb) shall not be visible from any point outside property. Shields must be appropriately sized to eliminate visibility of bulb outside of property and sufficiently limit visible glare from the light onto adjacent properties and right of ways. Additional internal shields or other devices may be required to direct the light away from residential properties.
- 7) Lighting shall be the uniform color throughout the development
- 8) Service connections for all freestanding luminaires must be installed underground

- 9) Town required light fixtures must be finished in black or standard metallic finishes, as approved by Planning Director

C) **Street Lighting Requirements**

Street luminaires shall be the responsibility of applicant/development and shall meet all town approved specifications.

7.15.5 Building/Ground Mounted Fixtures, and Accent Lighting

Luminaires shall be located, aimed, and shielded so that light is directed only onto limited parts of the building façade, specimen landscape, and/or site features, so that spillover light is minimized. Must meet the following criteria:

- A) Luminaire must not be used to illuminate entire portions of building(s), landscape, or site features
- B) Building mounted lights shall be fully shielded, true cutoff type luminaires
- C) Ground mounted shall be positioned and shielded to minimize light spill into the sky
- D) Shall be uniform, neutral white colored lighting

7.15.6 Sports and Athletic Field Lighting

- A) Mounting Height shall not exceed 80 feet from grade level
- B) Must be fitted with the manufacturer's glare control package
- C) Located and aimed so that their beams fall within the primary playing area
- D) Shall be extinguished no longer than one hour after the event ends
- E) Shall meet property boundary requirements specified in luminaire requirements
- F) Council may amend these requirements to fit a site specific zoning proposal.

7.15.7 Building Perimeter or String Lighting

- A) Only permitted in the DC and BP zoning districts by right. All others must be approved on a conditional site specific basis from Town Council.
- B) Lighting fixtures shall not exceed 1,600 lumens
- C) Lights color or hue shall be white only as approved by the Planning Director
- D) Bulbs can be visible in DC district, but shall be completely shielded (such as built into a cornice) in the BP district.
- E) String lights or perimeter edge lighting shall be maintained so as to be fully functional with no bulbs burned out or disused.

- F) String of lights must be parallel to building edges. Lights shall not sag and must be securely fastened along building edge perimeters only.
- G) Neon lighting prohibited
- H) Window perimeter rope style lighting prohibited
- I) Must be properly permitted and meet all applicable building codes.

7.15.8 Canopy Lighting

- J) Lighting shall not exceed 4,800 lumens
- K) Maximum of 25 footcandles under the canopy
- L) Maximum of 12 footcandles at ground level outside edge of canopy
- M) Shall be fully shielded, full cutoff with flush mounted lens
- N) Shall meet property boundary requirements specified in luminaire requirements

7.15.9 Prohibited Lighting

- A) Colors other than neutral white light
- B) Lights that flash, scroll, move, revolve, rotate, scintillate, blink, or flicker
- C) Tubing or strings of lights, except as approved 7.15.7
- D) Window perimeter lights
- E) Flood lights (unless approved by Planning Director and Police Chief as required for security)

7.15.10 Exemptions

The standards of this section shall not apply to:

- A) Seasonal lighting that is part of customary holiday decorations during the month of December
- B) Special event lighting for municipal events
- C) Lighting associated with sign illumination as set forth in Chapter 5 *Signage*

7.15.11 Redevelopment, Change in Use, and Vacancy past 90 days

Redevelopment, change in use, and vacancy past 90 days requires compliance with this article.

7.15.12 Final Inspection

Before certificates of occupancy are released, the owner/builder must supply the Town with a final letter of certification from the lighting engineer, qualified lighting professional, or lighting manufacturer verifying that all site lighting is installed according to Town standards, the approved plans, and any applicable conditions. The certification must include a report indicating that all site and exterior mounted building lighting was inspected and the light levels measured and recorded (including spillover lighting). Any irregularities or deviations from the approved site plan, Town standards, or applicable conditions must be pointed out in the report.

7.15.13 Definitions

Candela - the luminous intensity of a source that emits monochromatic radiation of frequency 540×10^{12} hertz and that has a radiant intensity of 1/683 watt/steradian

Full cutoff - Zero intensity at or above horizontal (90° above nadir) and limited to a value not exceeding 10% of lamp lumens at or above 80°

Footcandle - a unit of illuminance or illumination, equivalent to the illumination produced by a source of one candela at a distance of one foot and equal to one lumen incident per square foot of a new lamp at installation

Luminaire - an electrical light and its components; wiring, base, bulb type, etc.

Lumen - a unit of luminous flux equal to the light emitted in a unit solid angle by a uniform point source of one candle intensity

Nit - A unit of measurement of luminance, or the intensity of visible light, where one nit is equal to one candela per square meter.

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 3/9/2018
Re: Property Sale – 300 Main St.

Overview:

The Town of Pineville has been in discussion with various developers on the reuse and sale of the 300 Main St. (Old Police Lot). The intended use of the property is for a mixed-use development with retail, commercial and restaurant space on the ground floor and up to 28 apartments on the upper two levels.

The developer will also either conduct or pay the town to conduct offsite improvements to increase downtown parking and other infrastructure improvements. The Purchase and Sale Agreement has the stipulation that the developer and Town have to come to an agreement on the site plan, development, and mix of tenants within the initial 150 day inspection period or the property is reverted back to the Town. This also includes the look of the building to match the downtown overlay district.

The sale of the property is good for the Town as it puts the property back on the tax books. This is also the type of development that you want on this corner and is the highest and best use of the site. It will drive pedestrian traffic to downtown, give a new mixture of uses and provide a mix of times of when people will be utilizing the different use structures.

Estimated Costs:

None

Attachments:

Purchase and Sale Agreement - Draft
Resolution

Recommendation:

Approve the disposition of 300 Main St.

**AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2018, by and between the TOWN OF PINEVILLE, a North Carolina municipal corporation (the "**Seller**"), and CAROLINA INVESTMENT HOLDINGS, LLC, a North Carolina limited liability company (the "**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller is the owner in fee simple of that certain tract or parcel of land thereon in the Town of Pineville, the County of Mecklenburg, State of North Carolina, consisting of approximately 0.92 acres located at 300 Main Street, Pineville, North Carolina, being all of Tax Parcel Number 20501311 (the "**Land**"); and

WHEREAS, Purchaser desires to purchase from Seller the Property (as described in Section 1.2 hereof), and Seller desires to sell and convey the same to Purchaser.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PROPERTY**

1.1 **Property**. Purchaser agrees to buy and Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described in Section 1.2 hereof (the "**Property**") pursuant to the terms and conditions set forth herein.

1.2 **Description of Property**. The Property shall consist of:

- (a) The Land;
- (b) All rights, privileges, tenements, hereditaments, appurtenances, and easements related to the Land, including all rights, rights of way, roadways, roadbeds, and reversions;
- (c) All strips, gores, and any interests in any alleys, streets, or roads abutting or adjacent to the Land; and
- (d) All improvements, if any, on or within the Land.

**ARTICLE II
PURCHASE PRICE**

2.1 **Purchase Price**. The purchase price for the Property, (the "**Purchase Price**") shall be One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00), to be paid in cash, or other immediately available funds at Closing.

2.2 Earnest Money. On or before five (5) business days after the Effective Date of this Agreement, as hereinafter defined, Purchaser shall deliver to Chicago Title Insurance Company (the "Escrow Agent") Ten Thousand and No/100 Dollars (\$10,000.00) (the "Earnest Money"). The Earnest Money and the Additional Deposit (as defined in Section 5.2(b)), if applicable, shall be applied to the Purchase Price at Closing or otherwise accounted for as provided in Section 12.1, or elsewhere herein.

ARTICLE III SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to the warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

3.1 Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property. Seller has not granted to any person or entity other than Purchaser, nor does any person or entity other than Purchaser and Seller have, any right, title or interest in or to the Property or any portion thereof, except as set forth under the Permitted Exceptions (as hereinafter defined).

3.2 Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

3.3 Restrictions and Zoning. If Purchaser determines that a rezoning of the Property is required for Purchaser's intended use (the "Rezoning"), Purchaser shall, at its cost and expense, submit a Rezoning application to the appropriate governmental authority during the Review Period (as hereinafter defined), as the same may be extended. Seller agrees to cooperate with Purchaser in submitting any Rezoning application. Seller has received no notice or citation of the violation of the zoning, regulation, or other law, or directive of any governmental authority having jurisdiction over the Property, including without limitation, executing and delivering any required joinders or consents required of Seller, as owner of the Property. Seller shall take no action to alter the zoning of the Property without Purchaser's consent which may be withheld in Purchaser's sole discretion.

3.4 No Special Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements.

3.5 Options and Contracts. No options or other contracts have been granted or entered into, or will be entered into, or any extension will be granted or entered into, which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

3.6 Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and Seller has received no notice,

oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

3.7 Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property, will be due or owing at Closing and no mechanic's lien, materialman's lien, or other similar lien shall be of record against the Property at the time of Closing (as described in Section 6.1).

3.8 Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority; provided, however, that this representation shall not apply to liability claims for which there is adequate and sufficient liability insurance.

3.9 Flood Conditions. The Property has not suffered any damage nor required any extraordinary repairs due to flooding or inadequate drainage, and no portion of the Property is located within a floodway fringe area.

3.10 No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

- (i) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or
- (ii) Violate any restriction to which Seller is subject, or
- (iii) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or
- (iv) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or
- (v) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

3.11 Public Utilities. There are public utilities that extend to and currently serve the Property with sufficient capacity for Purchaser's intended use.

3.12 Offsite Public Improvements. There are presently no offsite public improvements or other extraordinary conditions by any governmental authority with respect to the development of the Property.

3.13 Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date in the same condition as it is as of the Effective Date of this Agreement.

3.14 Stand Still Agreement. Seller shall not enter into a backup or contingent agreement for the sale of the Property with another prospective purchaser during the term of this Agreement.

3.15 Tax Deferred Exchange. Seller acknowledges that Purchaser may use the proceeds of the sale of other property disposed of by Purchaser to fund the purchase of the Property to qualify as a like-kind exchange of real property pursuant to Internal Revenue Code Section 1031. Seller agrees to reasonably cooperate in the execution of documentation necessary and appropriate to effect such exchange, if requested to do so by Purchaser.

3.16 Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Additionally, Seller will not alter the physical condition of the Property or encumber title to the Property in any way between the Effective Date and Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

3.17 Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by the Title Company (as hereinafter defined) completely to vest in and assure to Purchaser full rights in and to the Property.

3.18 Seller's Environmental Representations and Warranties. Seller represents and warrants to Purchaser and Purchaser's successors and assigns as follows:

(a) To the best of Seller's knowledge, the Property and its existing and prior uses comply and have at all times complied with, and Seller is not in violation of, and has not violated, in connection with the ownership, use, maintenance or operation of the Property and the conduct of the business related thereto, any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, licenses and permits of all governmental authorities relating to environmental matters, including by way of illustration and not by way of limitation, any Environmental Laws as defined below.

(b) Without limiting the generality of Section 3.18(a), Seller (i) has operated the Property and has at all times received, handled, used, stored, treated, shipped and disposed of all Hazardous Materials in strict compliance with all applicable environmental, health or safety statutes, ordinances, orders, rules, regulations or requirements, and (ii) has removed (or will remove prior to the Closing) from and off the Property all Hazardous Materials.

(c) To the best of Seller's knowledge, there are no violations of any statutes, orders, rules or regulations relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Property and Seller has no knowledge, nor has Seller received any notice of any of the same.

(d) To the best of Seller's knowledge, no Hazardous Materials have been released into the environment, or deposited, discharged, placed or disposed of at, on or near the Property, nor has the Property been used at any time by any person as a landfill or a waste disposal site.

(e) No notices of any violation of any of the matters referred to in Sections (a) through (d) above relating to the Property or its use have been received by Seller, and there are no writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Property, nor is there any basis for such lawsuits, claims, proceedings or investigations being instituted or filed.

(f) There are no monitoring wells on the Property for monitoring hazardous leachate or other Hazardous Materials or releases.

(g) There are no subsurface (underground) tanks situated on the Property.

(h) To the best of Seller's knowledge, there is no PCB contamination from any power transformer, capacitor, or any other source on the Property.

(i) Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against it relating to environmental matters.

(j) To the best of Seller's knowledge, Seller warrants there is no asbestos containing material ("ACM") on the Property.

3.19 Hazardous Materials Defined. "Hazardous Materials" will mean any hazardous or toxic substances, materials or wastes, including without limitation any flammable explosives, radioactive materials, friable asbestos, kepone, polychlorinated biphenyls ("PCBs"), electrical transformers, batteries, paints, solvents, chemicals, petroleum products, or other manmade materials with hazardous, carcinogenic or toxic characteristics, and such other solid, semi-solid, liquid or gaseous substances which are radioactive, toxic, ignitable, corrosive, or carcinogenic to human health, and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency, as hazardous substances (40 CFR Part 302, and amendments thereto) provided all such substances, materials, and wastes are or become regulated under applicable local, state or local federal law relating to (i) petroleum, (ii) asbestos, (iii) PCBs, or (iv) materials designated as a "hazardous substance," "hazardous waste," "hazardous materials," "toxic substances," "contaminants," in each case under any applicable Environmental Laws. Environmental Laws for purposes of this Agreement will mean any applicable present or future federal, state, or local laws, ordinances, rules or regulations pertaining to Hazardous Materials, including without limitation the following statutes and regulations, as amended from time to time: (i) the Federal Clean Air Act, 42 U.S.C. Section 7401 et seq.; (ii) The Federal Clean Water Act, 33 U.S.C. Section 1151 et seq.; (iii) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); (iv) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA") and the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 ("SARA"); (v) the Hazardous Materials Transportation

Act, 49 U.S.C. Section 1802; (vi) the National Environment Policy Act, 42 U.S.C. Section 1857 et seq.; (vii) the Toxic Substance Control Act of 1976, 15 U.S.C. Section 2601 et seq.; and (viii) applicable regulations of the Environmental Protection Agency, 33 CFR and 40 CFR relating to hazardous substances.

ARTICLE IV PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents and warrants to Seller that Purchaser has full power and right to enter into and perform its obligations under this Agreement and the other agreements contemplated herein to be executed and performed by it. The representation and warranty made by Purchaser herein is made with the understanding that Seller has relied upon such representation and warranty and with the understanding that such representation and warranty shall be correct and true as of the Closing Date with the same force and effect as if made as of the Closing Date.

ARTICLE V CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS

The following shall be conditions precedent to the Purchaser's obligation to purchase the Property. Unless otherwise specified in this Article V, if any of the conditions precedent set forth below are not satisfied as of Closing, at Purchaser's option the Earnest Money and the Additional Deposit, if applicable, shall be immediately refunded to Purchaser, this Agreement shall be deemed to be null and void, and neither Purchaser nor Seller shall have any further obligations hereunder.

5.1 Title and Survey.

(a) Title: Seller shall convey good, marketable and insurable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser (the "**Permitted Exceptions**"). Prior to the expiration of the Review Period, Purchaser shall obtain a commitment for owner's title insurance to be issued by a title insurance company selected by Purchaser (the "**Title Company**") on a standard ALTA Form B-1970, which commitment (the "**Title Commitment**") indicates the Title Company agrees to insure good, marketable fee simple title to the Property in Purchaser in an amount equal to the Purchase Price subject only to the Permitted Exceptions.

Purchaser shall have until the date that is thirty (30) days following the Effective Date of the Agreement to review the Title Commitment and the Survey (hereinafter defined) and to submit to Seller notice in writing of title exceptions shown in said Title Commitment and Survey which are not acceptable to Purchaser. Purchaser shall have the continuing right to have the Title Commitment updated from time to time up to the Closing Date, and to give Seller written notice of any additional matters appearing in any subsequent endorsements to the Title Commitment which have not previously appeared and which are unacceptable to Purchaser and, further provided, Purchaser may reserve objections with respect to any survey related exceptions reflected in the Title Commitment until Purchaser provides its notice of survey objections pursuant to Section 5.1 (b) herein.

If Seller shall not remove or discharge any title exceptions within fifteen (15) days of receipt of written notice of Purchaser's objections, then Purchaser shall have the option

to either (a) terminate this Agreement with a full refund of all Earnest Money and the Additional Deposit, if applicable, or (b) accept the conveyance of title in its existing condition.

Purchaser shall be responsible for all costs associated with a title search of the Property and the issuance of a title insurance commitment and an owner's title insurance policy for the benefit of Purchaser (the "**Title Policy**").

(b) Survey: Prior to the expiration of the Review Period, Purchaser shall obtain from a registered surveyor of the state in which the Property is located a Class A ALTA/ACSM land title survey (the "**Survey**"). Purchaser shall provide Seller a copy of the Survey.

Purchaser shall be responsible for all costs associated with the Survey; however, in the event the Closing does not occur, Seller shall reimburse Purchaser for the cost of the Survey. The Survey shall be in a form and of a date acceptable to Purchaser and to the Title Company, and in acceptable form in order to allow the Title Company to delete the survey exception (except as to "shortages of area") from the Title Policy. Purchaser shall have until the expiration of the Review Period to review the Survey and to submit to the Seller notice in writing of objections to the Survey.

If Seller shall not remove or discharge any objections to the Survey within fifteen (15) days of receipt of written notice of Purchaser's objections, then Purchaser shall have the option to either (a) terminate this Agreement with full refund of all Earnest Money and the Additional Deposit, if applicable, or (b) accept the conveyance of title in its existing condition. At Closing, the metes and bounds description of the Property reflected in the Survey shall be used in the general warranty deed and other documents requiring a legal description of the Property.

5.2 Purchaser's Review Period. Purchaser shall have a period (the "**Review Period**") commencing on the date hereof and expiring one hundred fifty (150) days from the Effective Date of this Agreement to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To evaluate (i) the condition of the Property, including, but not limited to, access, contour, subsoil analysis, drainage characteristics, utility availability, permitting, environmental matters, land use, utilities service availability, building code requirements, and zoning (ii) the effect of all applicable building, zoning, environmental codes, ordinances, statutes, rules and regulations affecting the Property, (iii) the adequacy of on-site fill dirt for Purchaser's intended use of the Property, and (iv) such other matters as may be deemed by Purchaser to be necessary in order for Purchaser to evaluate the Property and determine the feasibility of Purchaser's purchase and intended use and development of the same. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, shall have unlimited access to the Property during the pendency of this Agreement to conduct such studies and inspections. Purchaser agrees to hold Seller harmless from any and all costs and expenses incurred in relation to the inspections and studies described herein. Within ten (10) days of Purchaser's termination of this

Agreement, Purchaser agrees to provide to Seller, upon written request by Seller and at no charge to Seller, any and all studies, plans, evaluations, tests, or designs (collectively, the "**Studies**") generated with respect to the Property, if Purchaser elects not to purchase the Property.

(b) Purchaser shall have the unilateral right, for any reason whatsoever, to extend the Review Period for an additional forty-five (45) days (the "**Extension Period**") by providing notice of the extension (the "**Extension Notice**") to Seller at any time prior to the expiration of the Review Period. Purchaser shall deposit an additional sum of Five Thousand and No/100 Dollars (\$5,000.00) in the form of cash or an irrevocable letter of credit (the "**Additional Deposit**") with Escrow Agent within five (5) business days following the delivery of the Extension Notice which shall be non-refundable but applicable to the Purchase Price.

Should Purchaser determine in its sole and absolute discretion that the Property is not suitable for Purchaser's intended purpose, Purchaser shall have the option of terminating this Agreement by giving written notice of termination to Seller and Escrow Agent prior to the expiration of the Review Period, or expiration of the Extension Period, as the case may be. Upon receipt of such notice of termination, Escrow Agent shall return the initial Earnest Money to Purchaser (and distribute the Additional Deposit to Seller) and the parties shall thereafter have no further obligations under this Agreement. In the event Purchaser fails to terminate this Agreement prior to the expiration of the Review Period, or the applicable Extension Period, as may be applicable, the Earnest Money, including the Additional Deposit, if applicable, shall become non-refundable except in the event of Seller's default, an uncured title or survey objection, or the failure to satisfy any condition precedent set forth in this Agreement.

5.3 Phase 1 Environmental Audit. Purchaser, at its cost, may obtain a Phase I Environmental Audit on the Property and a Phase II Audit, if deemed necessary.

5.4 Rezoning. If Purchaser determines that a Rezoning of the Property is required for Purchaser's intended use, Purchaser shall submit an application for Rezoning, as provided in Section 3.3. It is a condition precedent to Closing that Purchaser shall have obtained the successful Rezoning of the Property to Purchaser's desired zoning designation in accordance with its application for Rezoning prior to Closing.

5.5 Permit Application. During the Review Period, or any extension or upon the successful Rezoning of the Property if necessary for Purchaser's intended use, Purchaser or any third party under contract to purchase all or a portion of the Property from Purchaser shall diligently endeavor to obtain all permits, approvals, variances, licenses and other determinations required under any federal, state, county and municipal laws, ordinances, regulations and administrative rulings deemed necessary to develop the Property with their respective intended uses ("**Permit Approval**"), and Seller covenants that it will cooperate in seeking such Permit Approval. It is a condition precedent of this Agreement that all Permit Approvals shall have been approved by the appropriate governmental or regulatory authority and any appeal periods have expired, prior to Closing.

5.6 Site Plan. Purchaser and Seller acknowledge that a condition precedent to Closing is Purchaser's receipt of a final site plan (the "Site Plan") during the Review Period, as the same may be extended as provided herein, approved by all governmental authorities, as required, and completion of a subdivision plat, if Purchaser deems necessary, prior to Closing (collectively, the "Site Plan Approval"). Seller covenants to Purchaser, and Purchaser's assigns, that it will cooperate in: (i) seeking approval of the Site Plan by all appropriate governmental authorities; and (ii) completion of a subdivision plat, if Purchaser deems necessary, prior to Closing. Notwithstanding anything to the contrary above, Purchaser and Seller acknowledge that the Site Plan is subject to change, based on tenant interest and applicable local and state laws, regulations and agencies, however if Seller and Purchaser are unable to agree and approve a mutually acceptable Site Plan, than both parties shall have the right of rescission as set forth in 5.10.

5.7 Seller Deliveries. Within five (5) business days after the Effective Date of this Agreement, Seller shall deliver to Purchaser the following items:

- (a) A copy of the current year's tax bill, or, if not available, the previous year's tax bill applicable to the Property.
- (b) All environmental and soil reports in Seller's possession relating to the Property.
- (c) A copy of Seller's existing owner's title insurance policy relating to the Property, together with exceptions.
- (d) A copy of any surveys of the Property in Seller's possession.

5.8 Reaffirmation of Seller's Representations, Warranties and Covenants. The representations, warranties and covenants of Seller contained in this Agreement shall be materially true and correct as of the Closing Date.

5.9 Substantial Compliance by Seller. Seller shall have substantially complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing Date.

5.10 Right of Rescission. If any of the conditions set forth in this Article V have not been duly and timely satisfied to the reasonable satisfaction of Purchaser, or for any reason at Purchaser's discretion within the time periods provided herein, Purchaser may rescind this Agreement by written notice to Seller delivered either on or before (i) the end of the Review Period as the same may be extended, (ii) the conclusion of successful Rezoning of the Property, if any, as provided for in Section 5.4, (iii) the date the last Permit Approval is obtained, as provided for in Section 5.5, or (iv) of the receipt of the Site Plan Approval, as provided for in Section 5.6, in which event Escrow Agent shall promptly return the Earnest Money to Purchaser (and the Additional Deposit to Seller, if applicable) and thereafter the parties shall have no further rights, duties or obligations hereunder, except for any indemnities set forth in this Agreement.

If Seller and Purchaser are unable to agree and approve upon a mutually acceptable Site Plan and proposed improvements to the development of the property for economic development, to stimulate the local economy, promote business in the downtown area, resulting in retention and

creation of a number of jobs in the Town for residents and for other public benefit in the area of economic growth and development helping to build a strong unique Pineville pursuant to NCGS 158-7.1, and additional parking requirements including improvements to land adjacent to the Property, than Seller may rescind this Agreement by written notice to Purchaser either on or before (i) the end of the Review Period as the same may be extended, (ii) the conclusion of successful Rezoning of the Property, if any, as provided for in Section 5.4, (iii) the date the last Permit Approval is obtained, as provided for in Section 5.5, or (iv) of the receipt of the Site Plan Approval, as provided for in Section 5.6, in which event Escrow Agent shall promptly return the Earnest Money to Purchaser (and the Additional Deposit to Seller, if applicable) and thereafter the parties shall have no further rights, duties or obligations hereunder, except for any indemnities set forth in this Agreement.

ARTICLE VI CLOSING

6.1 Closing. Unless earlier terminated in accordance with the terms of this Agreement, the Closing shall take place on or before the date that is thirty (30) days after the later of (i) the expiration of the Review Period, as the same may be extended as provided herein, or (ii) the successful Rezoning of the Property, if required, as provided for in Section 5.4, or (iii) the receipt by the Purchaser, in satisfactory form, of the Permit Approval, as provided for in Section 5.5, or (iv) Site Plan approval, as provided for in Section 5.6. The Closing shall take place at such location as shall be mutually agreed upon by Purchaser and Seller on a date and at a time to be selected by Purchaser with written notice thereof given to Seller at least five days prior to the Closing Date (the "**Closing Date**"). Time is of the essence with respect to the performance of the obligations of Seller and Purchaser under this Agreement.

ARTICLE VII PRO RATED ITEMS AND ADJUSTMENTS

7.1 Closing Costs, Prorations, and Adjustments. Seller shall cause the release of the Property from all loans secured by the Property, and Seller shall pay all prepayment penalties or fees assessed by the holders of such loans. Purchaser shall pay all documentary stamp costs, deed preparation fees, transfer taxes, recording fees and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser. In addition, Purchaser shall pay all past-due taxes (real property and personal property) and all roll-back and deferred taxes. Purchaser shall pay the costs related to a title search of the Property, the issuance of a title insurance commitment, the issuance of the Title Policy, and the cost of the Survey. Seller and Purchaser shall each pay one half of the escrow fee owed to the Escrow Agent. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs except as otherwise provided herein. All real estate taxes for the Property shall be prorated on a calendar year basis. The adjustments and prorations required under this Agreement shall be computed as of the Closing Date and the cash portion of the Purchase Price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

ARTICLE VIII SELLER'S DELIVERIES

In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser at Closing all of the following documents and items, the delivery and accuracy of which shall be a condition of Purchaser's obligations to consummate the purchase and sale herein contemplated:

8.1 Items Delivered at Closing. Seller shall deliver the following items at Closing:

- (a) A Special Warranty Deed, satisfactory in form and substance to the Title Company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement.
- (b) An Owner's Affidavit, lien waiver, and or other agreements, affidavits, or indemnities satisfactory for the purpose of removing the "standard" exceptions from the Title Policy.
- (c) "Payoff Letters" with respect to all real estate liens or other instruments or agreements to be canceled pursuant to the terms of this Agreement.
- (d) A 1099 Affidavit, if required.
- (e) Any state and federal affidavits of residency.
- (f) Closing Statement and such other documents as may be reasonably necessary to effect the Closing.
- (g) A certificate and affidavit of non-foreign status.
- (h) Written authorization of the return to Purchaser of the originals of any Letters of Credit deposited by Purchaser;
- (i) Corporate resolutions, incumbency certificate, and any other organizational documents reasonably required by the Title Company.
- (j) Such other instruments as are customarily executed in the aforesaid state to effectuate the conveyance of property similar to the Property, with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and Seller will no longer have any rights, titles, or interests in and to the Property.

**ARTICLE IX
PURCHASER'S DELIVERIES AT CLOSING**

At Closing, Purchaser shall deliver the following:

9.1 Purchase Price. Purchaser shall deliver to Seller the Purchase Price in cash or cash equivalent, less the Earnest Money and Additional Deposit, if applicable, which shall be applied at Closing.

9.2 Closing Statement. A Closing Statement and such other documents as may be reasonably required to effect the Closing.

**ARTICLE X
CONDEMNATION OR CASUALTY LOSS**

10.1 Condemnation. In the event of condemnation or receipt of notice of condemnation or taking of all or any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement, and the Earnest Money and the Additional Deposit, if applicable shall be refunded to Purchaser.

**ARTICLE XI
COMMISSIONS**

11.1 Real Estate Commission. Seller and Purchaser represent and warrant to each other that except for the real estate commission agreed to and owed by Purchaser to Charley Leavitt with Jones Lang LaSalle Americas, Inc. (the "**Broker**"), no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property. Seller agrees to defend, indemnify, and hold Purchaser harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Seller including the Broker. Purchaser agrees to defend, indemnify, and hold Seller harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Purchaser. The indemnities set forth in this Article XI shall survive Closing or the termination of this Agreement.

**ARTICLE XII
DEFAULT**

12.1 Defaults. In the event any warranty or representation of Seller contained in this Agreement proves to be untrue in any respect to or in the event Seller breaches any covenant contained in this Agreement or fails to comply with or perform any of the conditions, agreements, or obligations to be performed by Seller, then at Purchaser's option, Purchaser may either (i) receive an immediate refund of the Earnest Money and the Additional Deposit, if applicable, from Seller (by surrender to Purchaser of the Letter(s) of Credit, or cash, previously delivered to Escrow Agent) and thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) terminate this Agreement and receive a refund of the Earnest Money and the Additional Deposit, if applicable,

and thereafter all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

In the event Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this Agreement, Seller may give written notice to Purchaser and retain the Earnest Money and the Additional Deposit, if applicable, thereof as full liquidated damages, the same being Seller's sole remedy, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever.

ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1 Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

13.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

13.3 Survival of Warranties. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing) shall survive the Closing.

13.4 Governing Law. This Agreement shall be governed by and construed under the laws of the state in which the Property is located.

13.5 Article Headings. The Article headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of any Article.

13.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

13.7 Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligations of the parties under this Agreement.

13.8 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

13.9 Notices. All notices, requests, demands or other communications hereunder (individually, a “**Notice**”, and collectively, “**Notices**”) shall be in writing and deemed given (a) when delivered personally or (b) on the day the Notice is deposited in the U. S. Mail, by Registered or Certified Mail, return receipt requested, postage prepaid, or (c) on the day the Notice is sent by facsimile, with receipt mechanically confirmed, or (d) on the day the Notice is deposited with a national recognized overnight service for next day morning delivery, addressed and/or sent by facsimile, as the case maybe, as follows:

(a) If to Purchaser: Carolina Investment Holdings, LLC
c/o Doug Baumgartner
11510 North Community House Road, Suite 24C
Charlotte, NC 28277

With a copy to: Michael F. Tomlinson, Esq.
Troutman Sanders LLP
301 South College Street, Suite 3400
Charlotte, NC 28202

(b) If to Seller: Town of Pineville
PO Box 249
Pineville, NC 28134
Attention: Ryan Spitzer

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth (5th) business day after it is so mailed, as the case may be.

13.10 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless any day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. at the location of the Property.

13.11 Assignment. Prior to Closing, Purchaser may assign all of Purchaser’s rights in and to this Agreement.

13.12 Invalid Provisions. In the event any one or more of the provisions contained in this Agreement for any reason shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

13.13 Effective Date of this Agreement. The term “**Effective Date of this Agreement**” as used herein shall mean the last date upon which Purchaser and Seller have executed this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

TOWN OF PINEVILLE,

a _____

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

CAROLINA INVESTMENT HOLDINGS, LLC,
LLC, a North Carolina limited liability company

By: _____

Name: Doug Baumgartner

Title: Manager

Date: _____

ACKNOWLEDGEMENT OF ESCROW AGENT

Escrow Agent joins in the execution of this Contract solely for the purpose of acknowledging receipt of the Earnest Money and to agree to hold the Earnest Money in accordance with the terms and conditions of the Contract.

This the _____ day of _____, 2018.

ESCROW AGENT:

CHICAGO TITLE INSURANCE COMPANY

By: _____

Name: M. Scott Mansfield

Title: Authorized Signatory

DRAFT



RESOLUTION NO. 2018-03

**A RESOLUTION BY THE PINEVILLE
TOWN COUNCIL TO ACCEPT OFFER FOR
THE SALE OF CERTAIN REAL PROPERTY**

WHEREAS, the Town of Pineville is a duly incorporated municipality of the State of North Carolina; and,

WHEREAS, Town is the owner of certain real property, more particularly described in the deed of record in Deed Book 07723, page 0805/0807, Mecklenburg County Register of Deeds; and,

WHEREAS, the Town Council has declared such real property to be surplus and determined, in its discretion, to dispose of such real property by private sale; and,

WHEREAS, the Town Council at its November 14, 2017 meeting declared the property for economic development under NCGS 158-7.1; and,

WHEREAS, the Town Council received an offer from YORK DEVELOPMENT GROUP to purchase said real property; and,

WHEREAS, the Town Council has proposed to accept the offer received; and,

WHEREAS, the Town Council instructed the Town Clerk to publish notice as required by N.C.G.S. § 160A-267 for a public hearing and to proceed with the intended sale of the Real Property; and,

WHEREAS, the Town Clerk is also instructed to publish notice summarizing the contents of this resolution, after which the property may be sold any time after 10 days of publication of said notice; and,

WHEREAS, the Town Council has and does hereby resolve to accept the offer tendered and to sell the Real Property to YORK DEVELOPMENT GROUP pursuant to the terms and conditions contained in said Purchase & Sale Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Pineville Town Council that:

The Town Manager is authorized and instructed on behalf of the Town of Pineville to accept and execute the Land Purchase Agreement received from York Development Group. The Mayor, Town Manager, Town Clerk and Town Attorney are authorized and directed to take all reasonable action to close the transaction, conveying title to the Real Property more particularly described in Exhibit A attached, to York Development Group in strict compliance with the terms and conditions contained in said Land Purchase Agreement, and the Mayor, Town Manager, Town Clerk

and Town Attorney are authorized to execute all documents to consummate said sale, including but not limited to a North Carolina Warranty deed, closing statement, and lien affidavit.

Adopted this _____ day of March, 2018.

BY:

Jack Edwards, Mayor

ATTEST:

Barbara Monticello, Town Clerk

E X H I B I T A

BEGINNING at a point located in the southeasterly intersection of Main and Church Streets in the Town of Pineville, North Carolina, and running in a westerly direction 133 feet with the northerly margin of Main Street to a point; thence in a northerly direction 306 feet to a point located in the southerly edge or margin of College Street; thence in easterly direction 133 feet with the southerly edge or margin of College Street to a point located in the northeasterly intersection of College Street and Church Street; thence in a southerly direction 306 feet with the westerly edge or margin of Church Street to the point or place of the BEGINNING.

The foregoing described premises being known as 300-308 Main Street, Pineville, North Carolina, extending from Main Street to College Street.

OLD BUSINESS

None

NEW BUSINESS

A. Staff Update:

- 1) Manager's Report*
- 2) Calendar of Events*

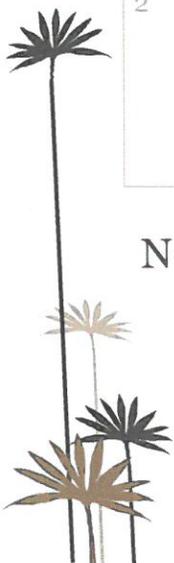
March

2018



Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
26	27	28	1	2	3	4
5	6	7	8	9	10	11
12	13 Council Meeting @ 6:30 PM @ the Hut	14	15	16	17	18
19	20	21	22	23	24 Easter Egg Hunt @ 11:00 a.m. @ Lake Park	25
26 Council Work Session 6:00 p.m. Tele Bldg.	27	28	29	30 Good Friday - Holiday - Offices Closed	31	1
2	3	4	5	6	7	8

Notes:



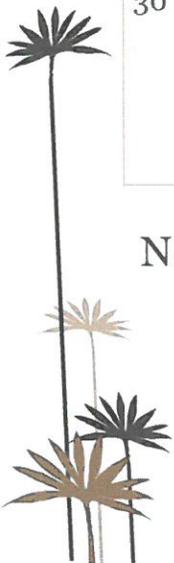
April

2018



Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
26	27	28	29	30	31	1 
2 Budget Meeting 5:30 p.m. @ Police Dept. Training Room	3	4	5	6	7 PAWS IN THE PARK 10am -3pm Lake Park	8
9	10 Council Meeting @ Hut @ 6:30 p.m.	11	12 Budget Meeting 5:30 p.m. @ Police Dept. Training Room	13	14	15
16 Budget Meeting 5:30 p.m. @ Police Dept. Training Room	17	18	19 Budget Meeting 5:30 p.m. @ Police Dept. Training Room	20	21 PCAA Spring Fling 9am-4pm Jack Hughes Park	22
23	24 Tentative Council Work Session 6:00 pm @ Tele Bldg.	25	26	27	28 SHELTRA MEMORIAL RUN/WALK 7:00 a.m.	29
30	1	2	3	4	5	6

Notes:



CLOSED SESSION

*Discussion of matters pursuant
to NCGS 143-318.11(5)*

ADJOURNMENT