

**COUNCIL MEETING
AGENDA**

**Pineville Meeting Hut
Tuesday, August 14, 2018
6:30 p.m.**



**PINEVILLE TOWN COUNCIL AGENDA
6:30 P.M. - PINEVILLE HUT MEETING FACILITY
TOWN OF PINEVILLE, NORTH CAROLINA
TUESDAY, AUGUST 14, 2018**

1) Call Meeting To Order:

- a) **Pledge Allegiance to the Flag:** *(MD)*
- b) **Moment of Silence:**

2) Adoption of Agenda:

- 3) Approval of the Minutes from the:** Regular Meeting of July 10, 2018 and the Regular and Closed Sessions from the Work Session of July 23, 2018 and the Special Called Meeting of August 1, 2018.

4) Consent Agenda: a) *Police Dept. Capital Outlay Item*

5) Public Comment:

6) Public Hearings:

- A. **Town's Intent to Exchange Property** *(Ryan Spitzer)* – Public Hearing to present and obtain feedback regarding the town's intent to exchange real property ***(INFORMATIONAL/ACTION ITEM)***.

7) Old Business:

- A. **Splash Pad** – *(Ryan Spitzer)* Consider the breakdown of costs for construction of new Splash Pad at Lake Park ***(ACTION ITEM)***.

8) New Business:

- A. **Presentation by Angela Lee, Director of Charlotte Water** – Director of Charlotte Water will be present to give an update and short video presentation. ***(INFORMATIONAL)***.
- B. **Resolution No. 2018-07** *(Travis Morgan)*—a resolution in support of NCDOT abandoning a remnant of Old Pineville Rd. ***(ACTION ITEM)***.
- C. **Tax Collector's Settlement & Order of Collection** – *(Richard Dixon)* – Per NCGS 105-373(3), the Tax Collector's Settlement is required to be entered into record and

then the Order of Collection approved authorizing Mecklenburg County to collect taxes on the town's behalf (***ACTION ITEM***).

D. Staff Update:

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

9) Closed Session - Discussion of matters pursuant to NCGS 143-318.11(5). Andrew Trump of DFI will be present for an update and discussion.

10) Adjourn:

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

MINUTES

Minutes from the Regular Meeting of July 10, 2018, the Regular and Closed Sessions from the Work Session of July 23, 2018 and the Special Called Meeting of August 1, 2018



**MINUTES OF THE
TOWN COUNCIL MEETING OF THE
TOWN OF PINEVILLE, NORTH CAROLINA
TUESDAY, JULY 10, 2018**

The Town Council of the Town of Pineville met in Regular Session on Tuesday, July 10, 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
Town Clerk: Barbara Monticello

CALL TO ORDER

The meeting was called to order by Mayor Edwards at 6:31 p.m. Anyone that wished to speak on an item was asked to sign the speaker's list.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Pro Tem David Phillips led the group in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Edwards called for a general moment of silence for police, fire, and all other public servants and military personnel.

ORDER OF BUSINESS:

Adoption of the Agenda:

Mayor Edwards noted a change to the agenda – item #9, Closed Session, was being removed. Information needed for this part of the meeting was not yet available. Mayor Pro Tem Phillips moved to adopt the agenda without the closed session. Council Member Joe Maxim seconded the motion and there were ayes by all to adopt the agenda with the change.

Approval of the Minutes from the Regular Meeting of June 12, 2018 (No Work Session Held in June).

There was one change requested by Council Member Melissa Davis on page 3 of the minutes. She asked that the actual percentage amount of front yard (35%) that can be used for parking, be specified in the minutes under changes to the parking ordinance.

Consent Agenda:

The only item on the Consent Agenda was: a) *Financial Report as of 06/30/18*; Council Member Melissa Davis moved to approve the Consent Agenda as is with Council Member Debbie Fowler seconding the motion. There were ayes by all and the Consent Agenda was approved 4-0. Town Manager, Ryan Spitzer, stated that the figures may change some due to year-end close-out.

PUBLIC COMMENT:

Carol Senick – Ms. Carol Senick of Cardinal Innovations Healthcare spoke about a new meeting for Pineville Community

Partners to determine the healthcare needs of the residents. A total of 15 people attended their first meeting with subsequent meetings to be held on the second Thursday of each month from 10:30 am to 11:30 am at the Pineville United Methodist Church.

Jane Shutt – Ms. Shutt provided an update on Pineville Neighbors Place stating that, to date, they have helped over 134 residents with a total of \$14,000 of assistance provided to them. Next Wednesday, July 18th, there will be a ribbon-cutting for the grand opening of their new location at 10725 Industrial Dr. There will be an Open House from 11:00 a.m. – 7:00 p.m. for anyone that wishes to join them. The next prayer breakfast will be held at Park Place Restaurant at 7:00 a.m.

Daniel Babb – Life Scout, Daniel Babb, with United Methodist Troop 7, explained a service project he was working on. His project was to establish boxes at certain locations where people could drop off old, tattered US flags that he and his troop mates could collect periodically to properly retire them. Drop-off boxes will be located at Pineville Police Station, Pineville Fire Station, at the Belle Johnston Community Center and at Pineville United Methodist Church.

PUBLIC HEARINGS: *None*

OLD BUSINESS: *None*

NEW BUSINESS:

- A. I-485 South Express Lanes Project Update:** Mr. Warren Cooksey of the NC Turnpike Authority (a division of the NCDOT) was in attendance to give an update on the I-485 Express Lanes Project. Mr. Cooksey explained that even with the fairly recent added general purpose lanes to 485, the traffic still builds up. While the additional lanes help, it was not a long-term solution to the area's rapidly growing population. What was needed was a cost-effective, long-term transportation alternative that could offer reliable trip times. That is why the express lanes project was proposed.

The general purpose lanes for travel will still be available but one express paying lane will be added. This will be a variable toll lane where the cost of the toll will increase as traffic riding in that lane increases. Users of the express lanes can pay the tolls with either a transponder that is installed in the vehicle and is used like an E-Z Pass or Sun Pass in other states, or a camera will take a picture of your license and a bill will be mailed to the registered owner of the vehicle. The latter option is more for those that wouldn't use the express lanes on a regular basis. This particular project has 3 components: converting the bus lane on NC74 to an express lane, adding a new express lane to NC74 and adding an express lane on I-485 from I-77 to NC74.

Mr. Cooksey added that a series of public meetings were going to be held, one of which was being held at the Pineville Methodist Church on Thursday, July 26th, to provide information to the public and to obtain feedback from those that attend. A second public meeting was also scheduled at the CPCC Levine Campus on the 25th of July. Questions from Council Members included one regarding what the revenue generated from the tolls would be used for. Mr. Cooksey replied that the money would have to go back into the project as it could not be used for any other project. This concluded the presentation.

- B. Hazard Mitigation Plan Update (Travis Morgan)** – Planning Director, Travis Morgan, explained that the county updates the Hazard Mitigation Plan periodically as task actions are completed. The updated document must be presented to Council and signed by the Mayor. Once this has been done, the County then submits the updated plan to FEMA. Completing the open action items on the plan helps to keep the cost of flood insurance down and increases the chances for homeowners to purchase lower-cost flood insurance.
- C. Staff Update:** Mr. Spitzer provided an update on the following:
- The Splash Pad Bid – Bid opening scheduled for July 12th. Four firms showed up at the pre-bid meeting and all are expected to submit bids.
 - Lending Tree is at their 60-day mark and should be able to meet the due diligence timeframe.

- A Work Session is planned for Monday, July 23rd.
- Electric is working on “energizing” the new lines that were installed and should be completed by next week.
- Duke is dismantling the old transformer on the mill property and is expected to take about thirty days to complete.
- Mr. Spitzer asked Council Members to start thinking about what they would like to see at a new town hall.

ADJOURNMENT

At 7:45 p.m. a motion was made by Council Member Joe Maxim and seconded by Council Member Debbie Fowler to adjourn the meeting. There were ayes by all and the meeting adjourned.

Jack Edwards, Mayor

ATTEST: _____
Barbara Monticello, Town Clerk



**MINUTES OF THE
TOWN COUNCIL WORK SESSION OF
MONDAY, JULY 23, 2018**

The Town Council of the Town of Pineville met in a Work Session on Monday, July 23, 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: Melissa Davis, Joe Maxim and Debbie Fowler
Town Manager: Ryan Spitzer
Planning Director: Travis Morgan
Town Clerk: Barbara Monticello

CALL TO ORDER

While waiting for Council Member Maxim to arrive, a conversation regarding food trucks on Main St. took place with the general consensus of council members being that they are not opposed to food trucks as long as they are not competing with other restaurants. Global Restaurant caters to a different clientele than what the patrons of either Kits or Pintville generally want to eat and with Um's closing at 3:00 p.m., there aren't any other options close by. As long as there are parking requirements set in place and other merchants aren't opposed to those parking requirements, all were agreeable to it.

Council Member Joe Maxim arrived and at 6:10 p.m., Council Member Melissa Davis moved to open the Work Session, seconded by Council Member Debbie Fowler. There were ayes by all and the meeting was opened.

DISCUSSION ITEMS:

- A. Discussion of Splash Pad Bid and Next Steps** – Town Manager, Ryan Spitzer, stated that Fairwood Construction was the lowest bidder of the Splash Pad project and even as the lowest bidder their bid was \$82,000 over what was originally estimated. Their bid came in at \$400,895 out of a total of three bids submitted.

This triggered a lengthy discussion regarding the next steps for the construction of the splash pad. Council Members were not happy and wanted to know how the estimate could be so far off and why it kept happening that all the projects the town had engaged in recently had come out over budget. It didn't give them a lot of confidence that the firms overseeing the projects were estimating the cost of them accurately.

Both Manager Spitzer and Parks and Recreation Director, Kristy Detwiler, gave explanations as to the reasons for the discrepancy. Mr. Spitzer explained that at the time we applied for the grant, we had to supply an amount of money we thought we would need to complete the job. That was two to three years ago and a lot can change in the construction industry in that amount of time. Even in the six months since the estimate was originally obtained from Benesch, conditions have changed significantly. When an estimate is given, often a chart is used to provide the information on it but prices fluctuate as do economic conditions. There is a lot of construction work in the area making it more difficult to find construction workers for the job and the cost of materials such as concrete, asphalt and steel have all increased due to political uncertainty. Additionally, there were no blueprint plans of the Belle Johnston Center so it was difficult to locate underground pipes which caused some infrastructure issues and the

need to reapply for permits that were never obtained originally. The Splash Pad Committee had already cut back on the size of the Bathrooms & Pump House to accommodate some of these extra costs; what else could they cut back on? The only other thing was to cut back on the spray features.

Council Members were torn between cutting out the spray features, doing away with the bathrooms, constructing the Splash Pad in phases or scratching the project entirely. Some felt that if we did away with the spray features, all that would remain would be holes in concrete with water coming out of them which would make the town the laughing stock of the county while others felt that kids would still enjoy water shooting up from the ground until more features could be added. Others believed that a bathroom was not necessary as the kids could use the ones at Shay Stage or inside the Belle Johnston Center. That was an option but some were uncomfortable with the idea of kids running through the park back and forth to the restrooms; having a bathroom close by was a convenience for the parents as well as the kids.

The conversation then turned to the delay in construction noting that the project was months behind schedule. It was originally estimated to open late summer, early fall of this year, but there was no way that would happen so there was no point in rushing to get it built. The question was raised as to who would oversee the project once construction commenced. Mr. Spitzer stated that Benesch, along with our Public Works Director, Chip Hill would be overseeing the construction. Mr. Spitzer added that there should be minimal problems since we just added an engineer to our payroll. Council Member Phillips stated, "Mark my words. It's going to go up again. Every project we do, goes up." Mr. Spitzer responded that once we sign the agreement, Fairwood would have to adhere to the bid amount.

Council could not come to a consensus as to what to do next but they requested Mr. Spitzer obtain more information before signing the agreement. Council requested:

- That Fairview put in writing that the price won't go up and an account of why the price rose by \$82,000
- Time line of construction or timeframe of completion of project written into contract
- Find out what the \$22,000 fee is on the bid
- Weekly project updates given to Council
- Provide Council Member Phillips with a list of other municipalities with projects over budget
- Try to find other money in P&R budget to fund the difference rather than taking it from some other place

Mr. Spitzer agreed to obtain this information for Council. This concluded the regular, open part of the Work Session. At 7:31 p.m. a motion was made and seconded to move into Closed Session to finish the remainder of items on the agenda.

CLOSED SESSION:

Once in Closed Session, two real estate items were discussed along with a personnel issue. At 9:26 p.m. a motion was made and seconded to exit Closed Session and re-enter Open Session.

ADJOURNMENT: Once back in Open Session, a motion was made and seconded to adjourn the meeting at 9:27 p.m. There were ayes by all and the meeting adjourned.

Jack Edwards, Mayor

ATTEST:

Barbara Monticello, Town Clerk



**MINUTES FROM THE
SPECIAL CALLED MEETING
FROM WEDNESDAY, AUGUST 1, 2018
6:00 P.M. – PINEVILLE POLICE BLDG.
437 MAIN ST., PINEVILLE, NC**

The Town Council of the Town of Pineville, NC met for a Special Called Meeting on Wednesday, August 1, 2018 at the Pineville Police Bldg. located at 437 Main St., Pineville, NC.

ATTENDANCE

Mayor: Jack Edwards

Mayor Pro-Tem: David Phillips

Town Council Members: Debbie Fowler & Melissa Davis. Council Member Joe Maxim was absent.

Town Manager: Ryan Spitzer

Town Clerk: Barbara Monticello

Planning Director: Travis Morgan

Guest Speakers: Nicholas Berndt, John Fryday, Felix Sabates, Tom Marcham, and Brendan Bambruit.

CALL TO ORDER

A motion was made and seconded to open the meeting at 6:00 p.m. There were ayes by all and the meeting began.

Discussion to Consider Significant Changes to Previously Approved Hyundai Dealership

Planning Director, Travis Morgan, stated that Mr. Felix Sabates, owner of various car dealerships, wanted to make a change to his previously approved plan for a Hyundai Dealership located at/near 10200 Pineville Rd. The plan was approved last year but Mr. Sabates was proposing significant changes to that plan. Mr. Morgan noted that significant changes would need to be amended and approved by Council. The new plan has been brought before Council for this and future work sessions to iron out differences in hopes that it would alleviate having a long, overdrawn council meeting.

Mr. Sabates stated that his current Mercedes dealership on the opposite side of the road has grown so much that they needed more space. What they really needed was more service bays, not necessarily more parking but a parking deck would not help with the need for service bays. In the meantime, the lot he purchased and intended to use for a Hyundai dealership was long and narrow and could accommodate a longer building with more service bays. Instead of doing a Hyundai dealership there, he decided it would be more beneficial to do a new Mercedes dealership. The corporate office of Mercedes, however, requires their facilities to be uniform, especially the look of the building and signage.

The new building being proposed would use more glass and steel, be increased to approximately 100,000 sq. feet, and be moved closer to the I-485 end of the site. The main part of the building would be two stories with a four-story parking garage and ballroom above the service bays in the back. All inventory will be in the parking deck except for the pre-owned cars located in the front of the site. Additionally, the existing metal building on the site will be reskinned and upgraded to blend in with the development. According to Mr. Sabates, the entire building will be reskinned with brick, precast concrete and glass except the rear, adding that Mercedes allowed for a larger budget to do more with.

Council Member Melissa Davis asked Mr. Sabates what he intended on using the old metal building for. Mr. Sabates responded that it would be used for overflow parking for cars. Mayor Pro Tem David Phillips stated that he had thought Mr. Sabates would be storing other dealership specialty cars in the metal building but Mr. Sabates replied that Mercedes would not allow that. He then asked if the new layout would affect the sewer line that was an issue with the original plan that was presented to Council. Mr. Morgan acknowledged that it would be affected. Mayor Edwards asked John Fryday with the architectural firm, Fryday and Doyme, what he thought about the sewer line issue. Mr. Fryday responded that he thought it

would still be a challenge as the site was not an easy one to work with. Mr. Sabates again stated that with a \$31million budget to work with, they would do what was needed to overcome the sewer line issues.

Council Member Davis also mentioned that Mr. Sabates never used the name of Pineville in his dealerships. Mr. Sabates replied that more people were familiar with Charlotte than Pineville and that Mercedes would not allow it. None of his dealerships has the name "Sabates" on them either or he would have named them after himself. Mayor Pro Tem Phillips asked Mr. Sabates if he planned to display any cars on ramps like he did at the original dealership. The town no longer permitted the use of ramps because they would like the focus to be on the building and streetscape, not rows of cars along the road. Mr. Sabates explained that was how you sold cars but understood there was an ordinance against it now so he was not planning on having cars displayed on the ramps. Mr. Tom Marcham of Mercedes of South Charlotte, added that they were going to spend \$30M so at the end of the day they needed to be what they were – a car dealership.

Mayor Edwards asked if the town could keep the plans that were brought to the meeting. Mr. Fryday replied that we could. Mr. Morgan stated that the next steps would be to work on a summary of the items Mercedes would like to see and the items the town would like to see and then work through it together to come up with specifics everyone can agree on. He wanted to be sure the design team had a flow of traffic through the site worked out. Council Member Debbie Fowler asked if Cadillac St. would still be required to be improved. Mr. Morgan stated that it would per original Hyundai conditions unless otherwise agreed. Nicholas Berndt of AMSI stated that they would need to do an updated traffic study but Mr. Morgan thought it would come out very close to the original one that was done. He wanted to be sure all the improvements for Cadillac Street were shown on the new plan, along with other detailed information such as the turn radius for delivery trucks and all the notes from the original plan. Mr. Sabates indicated that they had a schedule to stick to with an option that will expire October 31st.

Mr. Morgan's major concern from the looks of the preliminary plan was the size of the signage. He specifically noted that he would have to defend the reason why Mercedes could have a sign that big but no other businesses could. He would need to work with Mercedes to get them into compliance or come up with a valid reason as to why the sign had to be that large. Mayor Pro Tem Phillips asked if fronting 485 would be a reason he could use to defend it. Mr. Morgan did not think it was a good enough reason alone because other large commercial developments such as the Hospital, Centrum, and Mall all face I-485 and weren't able to have signage that large. Manager Spitzer added that staff would just have to work it out with Mercedes. As to how quickly Mr. Morgan could make his comments on the new plan, he stated he could do it fairly quickly if he knew the flow of the lot and any specifics that could be provided such as location of the trash receptacle, on-off loading of vehicles, parking count, etc. as well as all of the same details that were on the original Hyundai plans. His goal was to get them as close to being in compliance with the zoning ordinance as possible.

What Mercedes would like is to keep the elevation as is, especially the glass part. That's what they were asking for. Mayor Edwards asked the group when they thought they could have the information Travis needed to him. Mr. Berndt stated he would have the information typed up that same night. Mayor Pro Tem Phillips wanted to know the next steps. Mr. Morgan replied that he would have details for the current plan vs. the old plan drawn up then presented at another meeting and then final review from him after that. Mr. Spitzer added they would try for possibly the August Work Session Meeting as long as Council found it acceptable to move forward with the plan. Council indicated that it was OK to move forward. Mr. Sabates stated he wanted the sign facing the I-485 side of the site to which Mr. Spitzer replied that they might need to negotiate that.

Adjournment: Hearing no further questions or comments, a motion was made by Mayor Pro Tem David Phillips and seconded by Council Member Melissa Davis to adjourn the meeting. There were ayes by all and the meeting adjourned at 7:18 p.m.

Mayor, Jack Edwards

ATTEST: _____

Barbara Monticello, Town Clerk

CONSENT AGENDA ITEMS

- a) Police Department Capital
Outlay Item*

Public Hearings

- A. Public Hearing – Town’s Intent to Exchange Property**

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 8/10/2018
Re: Property Swap for Road Realignment – Public Hearing

Overview:

The Johnston Dr. street realignment project is moving forward. Staff is presenting at the August 15, 2018 MPO meeting a revised budget scope for the project based on feedback from DOT. This step needs to happen to provide the state and federal funding. The proposed, updated, timeline for this project has the completion in winter of 2020.

As part of the process, the town needs to amass the necessary properties for the construction of the road as well as the right-of-ways. There is still one property that needs to be acquired and Mr. Goode owns it. By obtaining this property, the project can proceed to finalized plans and be put out to bid.

Town Staff is working on an agreement with Mr. Roy Goode to swap property the town owns for his property for the construction of the Johnston Dr. realignment. Both of the current parcels are 0.62 acres with the resulting acreage of the front property, after street realignment being .43 acres. Mr. Goode has said he is fine with a property swap, but with the understanding that he will want to put a commercial business where the house is located.

The agreement between the Town and Mr. Goode is still, currently being finalized. Before it is finalized, staff wanted to hear from the public to see if there are any concerns that need to try to be negotiated in to the agreement.

Town Council needs to decide if the swap is in the best interest of the Town. If a swap is not considered in the best interest of the Town then there are two other courses of action. The Town can try to purchase the property outright or we can begin the eminent domain process. The latter will be lengthy.

Attachments:

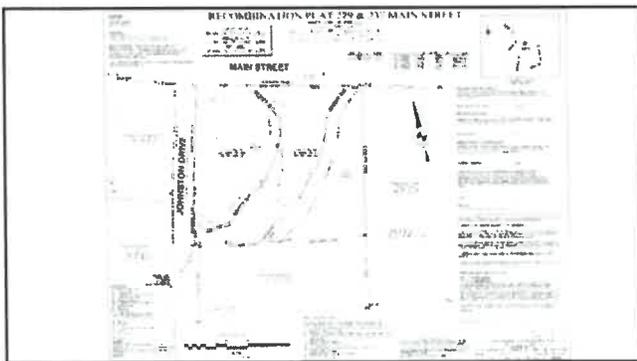
Maps of Area

Recommendation:

None as this is just a Public Hearing to get citizen input.









Three Options

- Property Swap
- Purchase
- Eminent Domain

OLD BUSINESS

A. Splash Pad

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 8/10/2018
Re: Splash Pad

Overview:

The Town received three bids for the construction of the splash pad and corresponding bathroom. The low bid was from Fairwood Construction at \$400,895 including the alternate seat wall instead of three metal benches. This bid equates to \$82,894.60 over the estimate.

As stated before, after speaking with the engineer after the bid opening he is seeing that all the projects he is working on in other municipalities in the area are coming in about \$100k over budget. In fact, Benesch's recent bids have come in anywhere from \$50,000 over to \$250,000 over. This is due to: 1. market conditions in the 6 months since the budget estimate was done, 2. There is plenty of construction work in the area, and 3. The increased price of materials (concrete, asphalt, and steel) due to political uncertainty and the decrease in supply of materials.

The Town did budget some money in the current budget to combat these higher than anticipated costs. We budgeted for new equipment at the splash pad as-well-as \$100,000 for concrete work. Some of the \$100,000 can be used on the splash pad. All of the funds appropriated for the additional equipment can be diverted to the splash pad instead of purchasing the new equipment. Staff feels that the \$13,000 can be absorbed in to the P & R and Cultural & Tourism budgets over the next fiscal year.

Bid Overage	\$82,894
Less Features	-\$15,000
Concrete in CIP	-\$50,000
Less Benches	-\$4,959
Balance	\$12,935

The attached contract to this memo represents a binding agreement between the Town and Fairwood Construction. Fairwood has agreed to perform the work for the amount that they bid. Soil samples, ground testing, geotechnical work, infrastructure sighting, and engineering work was performed prior to soliciting bids and was provided to the interested construction firms as a Project Manual. This work has limited the liability and risk to the town.

Attachments:

Project Budget Cost Sheet
Fairwood Construction Bid
Vortex Quote
Construction Agreement

Recommendation:

Proceed with entering in to an agreement with Fairwood Construction for construction of the Splash Pad and bathroom structure.

**Splash Pad/ Dog Park
As of July 18, 2018
(Including Splash Pad Bid)**

	Original Budget	Revised Budget	Actual Dog Park	Bid Splash Pad	Remaining Balance
A. Site prep, Demo, Grading, Landscaping, Dog Park Base (Splash Pad/Dog Park)	\$ 40,000.00	\$ 37,374.60	\$ 4,500.00	\$ 39,832.00	\$ (6,957.40)
B. Spray Feature (6-8), Mechanical/pump equipment	189,698.00	294,000.00		310,906.00	(16,906.00)
C. Retaining Wall, Shade Structure, Fencing/gates	60,000.00	33,156.03	24,156.03	14,467.00	(5,467.00)
D. Site Furnishings (seat walls, tables, benches, trash cans, etc.	25,000.00	10,300.00		6,613.00	3,687.00
E. Restrooms/Showers/Pump House	140,000.00	141,150.00		150,123.00	(8,973.00)
F. Concrete Deck/Pavements, Walks, Parking	69,000.00	20,488.00		32,690.00	(12,202.00)
G. Utility Connections (water/sewer)	58,000.00	40,578.00	4,000.00	43,859.00	(7,281.00)
H. Bone Mobilization and General Conditions	44,615.00	44,351.25		83,870.00	(39,518.75)
I. Contingencies	28,307.00	34,437.09		18,573.00	15,864.09
J. Part F Sign	150.00	150.00			150.00
K. Engineering/Professional Services	68,150.00	68,150.00		59,425.54	8,724.46
Total	\$ 722,920.00	\$ 724,134.97	\$ 32,656.03	\$ 760,358.54	\$ (68,879.60)
Part F Reimbursement	\$ 793,014.57				
Additional Town Expenditures (unreimbursed) (Survey fees, Relocate fence, Sidewalk)			\$ 10,725.00		
Construction Testing Allowance				5,000.00	
Alt. #1 - Seat Wall				5,868.00	
Benesch Amendment #2				3,100.00	
				\$ 774,326.54	\$ (82,847.60)



Project Name: Pineville Lake Park - Splash Pad
Project Address: 1000 Johnston Drive, Pineville, North Carolina
Owner/Agent: Town of Pineville
Architect: Alfred Benesch & Company, Inc.
Date: 07/31/2018
Revision Number: 0
Estimated Schedule: 4 Months

Description		Amounts:	
1	GENERAL CONDITIONS	\$	34,199.00
2	SITE PREPARATION, CLEARING, GRADING, SEEDING	\$	39,832.00
3	UTILITIES	\$	40,359.00
4	FENCES AND GATES	\$	14,467.00
5	RESTROOM BUILDING SHELL	\$	101,943.00
6	RESTROOM BUILDING SLAB AND FOOTINGS	\$	12,215.00
7	RESTROOM BUILDING LIGHT FIXTURES	\$	2,480.00
8	RESTROOM BUILDING PLUMBING FIXTURES	\$	6,967.00
9	RESTROOM BUILDING ELECTRICAL AND PLUMBING	\$	38,848.00
10	CONCRETE	\$	20,475.00
11	BENCHES	\$	4,959.00
12	TRASH CANS	\$	1,539.00
13	SHOWER	\$	3,500.00
14	TABLE	\$	-
Sub Total:		\$	321,783.00
Overhead and Sales Tax:			\$14,429.45
Building Permit:			\$2,750.00
Subcontractor Liability Insurance:			\$865.13
Builder's Risk Insurance:			\$449.00
GC Fee:			\$22,117.95
Payment and Performance Bond:			\$9,059.85
Project Total:		\$	371,454.39
Testing Allowance			\$5,000.00
Contingency:			\$18,573.00
Total:			\$395,027.39
Alternates			
1	Seat Wall Alternate	ADD	\$ 5,868.00
		Alternate Total:	\$ 5,868.00
		Base Bid Total:	\$ 395,027.39
		Base Bid Including Alternates Total:	\$ 400,895.39

QUOTATION



Account Name City of Pineville, NC
 Project Name Lake Park Splashpad, NC
 Project ID 29162

Created Date 24/07/2018
 Quote Number 00021513
 Quote Name Version D_Phase 1

Prepared By Julie-Christine Laverdiere
 Email jclaverdiere@vortex-intl.com

Item No.	Product Description	Sales Price	Quantity	Total Sales Price
7233.2008R01	Bobble no2 (SW,PC)	USD 7,900.00	1.00	7,900.00
7201.2008R02	FROG N°2 (SW, PC)	USD 5,335.00	1.00	5,335.00
7657.2008R02	LEAF N°2(SW,PC)	USD 5,824.00	1.00	5,824.00
519.2008R01	SPRAY LOOP (SW, PC)	USD 3,090.00	2.00	6,180.00
7513.0000R01	FOUNTAIN SPRAY No1 (EM)	USD 390.00	1.00	390.00
301.4000R03	GEYSER (EM)	USD 390.00	4.00	1,560.00
7512.0000R01	JET STREAM No1 (EM)	USD 390.00	4.00	1,560.00
7640.0000R04	TEAM SPRAY 01 (EM)	USD 3,650.00	1.00	3,650.00
220.2008R01	TUBE N°1 (SW, PC)	USD 3,600.00	2.00	7,200.00
7010.0002R02	WATER JELLY N°1 (EM)	USD 710.00	1.00	710.00
55000.0430R02	Large Safeswap (Safeswap No. 1)	USD 725.00	3.00	2,175.00
49000.0356R02	LARGE SPRAY CAP Geyser HIGH FLOW KIT	USD 700.00	3.00	2,100.00
55000.0800R01	Safeswap No. 17- Double line	USD 725.00	2.00	1,450.00
49000.0356R02	LARGE SPRAY CAP Geyser HIGH FLOW KIT	USD 700.00	2.00	1,400.00
612.2008R03	ACTIVATOR N°1 (SW, PC)	USD 3,690.00	1.00	3,690.00
1001.4000R02	PLAYSAFE DRAIN No1	USD 1,700.00	2.00	3,400.00
5322.0000R02	DEBRIS TRAP HDPE WITH RAIN DIVERTER VALVE (LEFT)	USD 10,890.00	1.00	10,890.00
45312.0004R02	Skimmer Retrofit for Double Loop Fiberglass Tank	USD 2,150.00	1.00	2,150.00
44100.0000R01	ABOVE GROUND CHEMICAL RESERVOIR-50 GALLONS	USD 850.00	2.00	1,700.00

Vortex USA Inc.
 1420 Valwood Parkway Suite 205, Carrollton, TX 75006
 Tel: +1-(877) 586-7839 Fax: (972) 410-3697
 Email: sfax@vortex-intl.com
 Web: www.vortex-intl.com

Enquire about our cooperative purchasing programs!



QUOTATION



5312.0000R07	WATER CONTAINMENT SYSTEM 2000G- Double loop WQMS B2 D-loop Feature Pump Module / 33920.0030R01 Feature Pump Module 5HP, 208-230V 3PH 60Hz, ASTM, HD Manifold Module / 33921.0080R01 SS Manifold Module 20 Valve, 4" Inlet, 3" Bypass, ASTM Solenoid Module / 33921.8000R01	USD 17,240.00	1.00	17,240.00
18614.0000R01	SS Manifold Module Outlet Solenoid Line 1-1/2" Vertical, ASTM QTY 20 Filtration Module / 33927.0030R01 Filtration Module 3HP, 208-230V 3PH 60Hz, 7 sq.ft. filter, acid & chlorine, ASTM, HD Controller Module / 33923.1030R01 Safeguard Module with Maestro 32 out 8 in, Double Loop, 120V 1PH 60Hz, Standard Valve, ASTM 3 phase	USD 38,516.00	1.00	38,516.00
255	BUYING GROUP SERVICE DISCOUNT for supply	USD -6,251.00	1.00	-6,251.00
255	BUYING GROUP SERVICE DISCOUNT for install	USD -8,966.00	1.00	-8,966.00

Terms & Totals

Field Credit Terms	To Be Determined	Subtotal	USD 109,803.00
Ship Via	Best Way	Start-up Service	USD 3,500.00
		Installation	USD 180,698.00
		Freight	USD 1,600.00
		Grand Total	295,601.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections
Excludes: Unloading, storage, installation, fees and permits, taxes, Health Department approval, electrical, site work, surfacing, stamped drawings, OSHA paper work, anything not specifically included above.

Material Handling: Equipment may be required for off loading.

Deposit: Should a deposit be required, production begins upon receipt of the deposit.

Taxes: All applicable taxes are the responsibility of the purchaser

Warranty: See standard Vortex Aquatic Structures International warranty for full detail.

Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply. Taxes not included, and will be invoiced if applicable. In the event of non-payment, Vortex Aquatic Structures International reserves the right to cease manufacturing or shipping until such payments with penalties, if any, is made by the purchaser with no liability on the part of Vortex Aquatic Structures International. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures International shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.

Vortex USA Inc.
 1420 Valwood Parkway Suite 205, Carrollton, TX 75006
 Tel: +1-(877) 586-7839 Fax: (972) 410-3697
 Email: sfax@vortex-intl.com
 Web: www.vortex-intl.com

Enquire about our cooperative purchasing programs!



DRAFT AIA® Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of «August» in the year «2018»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Town of Pineville»
«PO Box 249 »
«Pineville NC 28134 »
« »

and the Contractor:
(Name, legal status, address and other information)

«Fairwood Construction, LLC »« »
«114 Fairwood Avenue »
«Charlotte NC 28203 »
« »

for the following Project:
(Name, location and detailed description)

«Lake Park Splash Pad Environs »
«1000 Johnston Drive »
«Pineville NC 28134 »

The Architect:
(Name, legal status, address and other information)

«Alfred Benesch & Company »« »
«2359 Perimeter Pointe Parkway »
«Suite 350 »
«Charlotte NC 28208 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «One Hundred Thirty-Five» (« 135 ») calendar days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Four Hundred Thousand Eight Hundred Ninety-Five Dollars » (\$ «400,895.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«Alternate #1: Seat Wall Provide all materials and labor to construct a block seat wall as per detail 6/C500 and as located on the site plan. - \$5,868.00»

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
UP-1 through UP-9 as a proposed basis for additive and deductive adjustment in the event contract changes in the work are required involving items described. See Exhibit A.		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
General Contingency	\$18,573.00
Construction Testing Allowance	\$5,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «tenth » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «tenth » day of the «following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «thirty » («30 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «five » percent (« 5 » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « five » percent (« 5 » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; the contractor has submitted to the Owner the Contractor's Affidavit of Release of Liens (AIA Document G706A-1994) and Consent of Surety (AIA Document G707-1994); warranties; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« 0 » % « »

§ 8.3 The Owner's representative:
(Name, address and other information)

«Ryan Spitzer »
«Town Manager »
«Town of Pineville »
«PO Box 249 »
«Pineville NC 28134 »
« »

§ 8.4 The Contractor's representative:
(Name, address and other information)

«Tony Hayes »
«Fairwood Construction, LLC »
«114 Fairwood Avenue »
«Charlotte NC 28203 »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction in the Project Manual dated June 8, 2018.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary General Conditions (007313); Division 01 – General Requirements		In the Project Manual dated June 8, 2018	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
«Table of Contents in the Project Manual dated June 8, 2018. See Exhibit B. »

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
«Project drawings dated June 8, 2018 with Index of Drawings. See Exhibit C. »

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	July 9, 2018	5

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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User Notes:

(1784170031)

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«Affidavit of Compliance (E-Verify) – Included in Notice of Award »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Refer to Article 11 of AIA A201 General Condition of the Contract and Notice of Award for Construction and Supplementary General Conditions for additional Insurance and Bond Requirements. Performance and payment bonds are required.

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Ryan Spitzer, Town Manager »« »
(Printed name and title)

CONTRACTOR (Signature)

«Bill Heard, Owner & Director of Operations »« »
(Printed name and title)

NEW BUSINESS

- A. Presentation by Angela Lee, Charlotte Water**
- B. Resolution No. 2018-07 – Abandon Remnant of Old Pineville Rd.**
- C. Tax Collector’s Settlement & Order of Collection**
- D. Staff Update:**
 - 1) Manager’s Report*
 - 2) Calendar of Events*



**RESOLUTION NO. 2018-07
A RESOLUTION IN SUPPORT OF
ABANDONING THE SW TRIANGULAR REMNANT
OF OLD PINEVILLE ROAD (SR4904) AT THE CORNER
OF PINEVILLE ROAD AND CADILLAC STREET**

WHEREAS, the Town Council for the Town of Pineville, NC, states its support for NCDOT to abandon a portion of Old Pineville Road and right-of-way also known as SR4904. The portion under consideration is shown on the attached map (Exhibit A). The road and right-of-way remnant is triangular in shape being approximately 91 feet at its widest point adjacent to Cadillac Street and extending south along Pineville Road approximately 119 feet to its most narrow point of approximately 17 feet.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council hereby supports the NCDOT road abandonment to the Town of Pineville, the former triangular portion of Old Pineville Road and R-O-W, also known as SR4904;

BE IT FURTHER RESOLVED, the undersigned hereby consents to the foregoing, effective August 14, 2018 and directs that this Resolution of Support be filed with the records of the Town of Pineville.

TOWN OF PINEVILLE

By: _____

Name: _____

Title: _____

NOTES

IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED
 AREAS WERE CALCULATED BY COORDINATE METHOD.
 NO MAGS TRAVERSE WAS FOUND TO BE WITHIN 2000'
 THIS PROPERTY SUBJECT TO ANY OTHER EASEMENTS, AGREEMENTS,
 OR RIGHTS-OF-WAY OF RECORD.
 THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED ZONE A SPECIAL FLOOD HAZARD AREA
 AS SHOWN ON COMMUNITY PANEL NUMBER 371044 3800 J, EFFECTIVE DATE MAR. 2, 2009.
 ACCESSORY BUILDINGS AND STRUCTURES SHALL BE LOCATED IN REAR YARDS ONLY, UNLESS
 OTHERWISE SPECIFIED IN THE TOWN OF PINEVILLE ORDINANCE OR ADOPTED TOWN PLAN.
 OFF-STREET PARKING AND LOADING SHALL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS
 OF THE TOWN OF PINEVILLE ORDINANCE OR ANY OTHER ADOPTED TOWN OF PINEVILLE PLAN.
 SIGNS SHALL BE REGULATED BY THE PROVISIONS OF THE TOWN OF PINEVILLE ORDINANCE.
 SCREENING AND LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS OF THE
 TOWN OF PINEVILLE ORDINANCE AND ANY OTHER ADOPTED TOWN OF PINEVILLE PLAN.
 ROOFTOP MECHANICAL EQUIPMENT AND OTHER FEATURES SHALL BE LIMITED IN HEIGHT TO A
 MAXIMUM OF 10 FEET ABOVE THE HIGHEST PORTION OF A PITCHED ROOF OR THE LOWEST POINT OF
 A PARAPET WALL.

"I state that this map was drawn under my supervision from an actual survey made
 under my supervision (map description recorded in Book 11707, page 522); that the
 boundaries not surveyed are indicated as drawn from information in MAP Book 3,
 page 117; that the ratio of precision or positional accuracy is in excess of 1:10,000;
 and that this map meets the requirements of The Standards of Practice for Land
 Surveying in North Carolina (21 NCAC 58.1600)." This 10 day of DECEMBER, 2012.

PROJECT INFORMATION

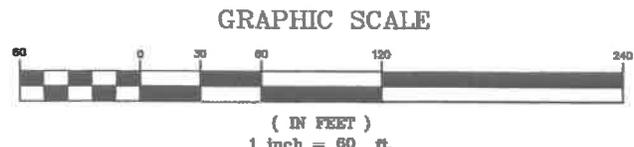
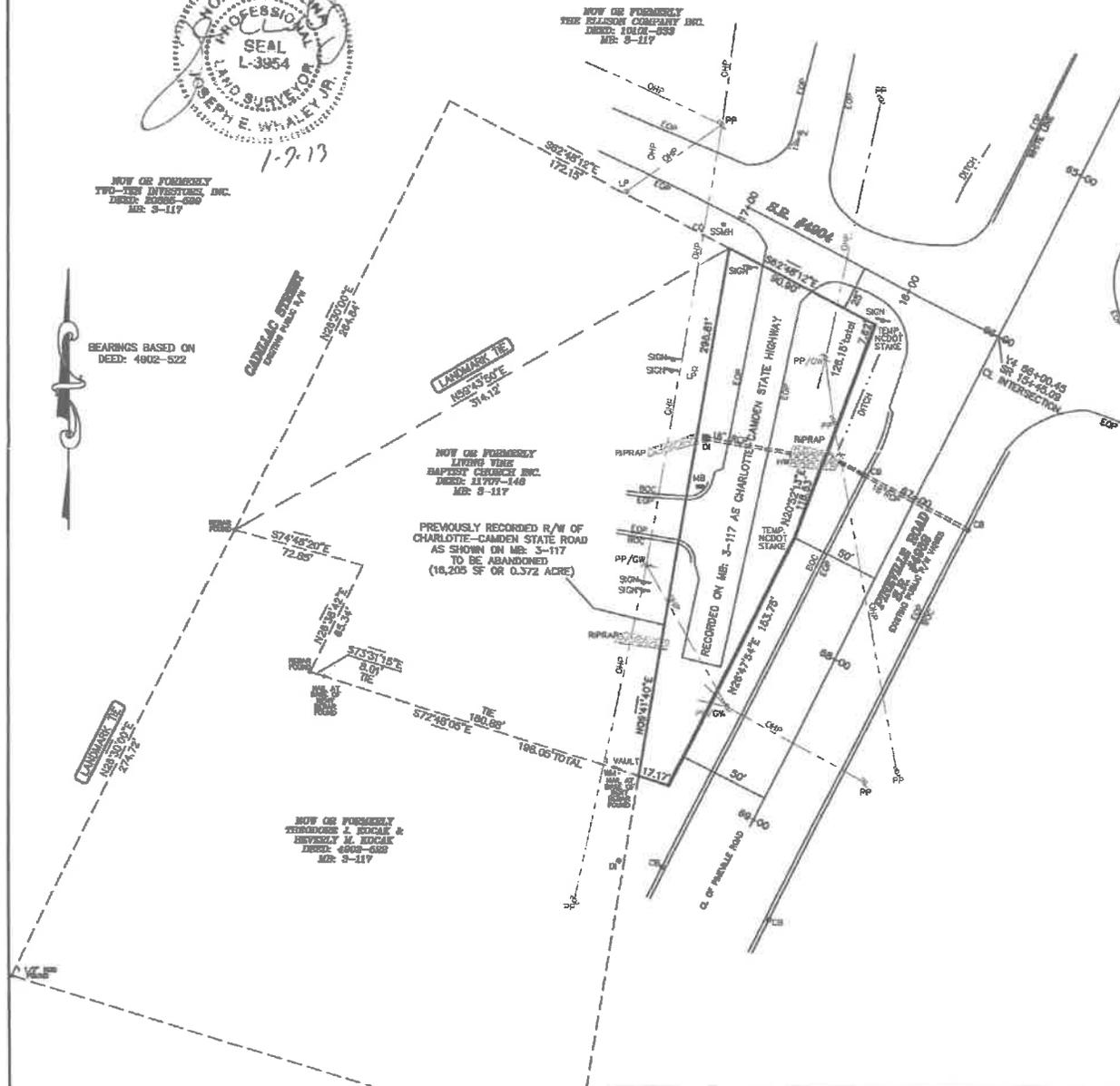
ZONING - B3
 MIN. REQ. LOT AREA NONE
 MIN. REQ. LOT WIDTH NONE
 MIN. REQ. FRONT YARD SET APPLICABLE SMALL AREA PLAN
 MIN. REQ. SIDE YARD NONE (BUFFER REQUIREMENTS STILL APPLY)
 MIN. REQ. REAR YARD NONE (BUFFER REQUIREMENTS STILL APPLY)
 MAX. BUILDING HEIGHT NONE (MAX. STORES SEE APPLICABLE SMALL AREA PLAN)
 MAX. GROSS FLOOR AREA SEE APPLICABLE SMALL AREA PLAN
 ALLOWED PER TENANT
 *REFER TO ZONING ORDINANCE FOR POSSIBLE ADJUSTMENTS
 TO THESE MINIMUM DIMENSIONS.

LEGEND

BOC - BACK OF CURB
 CB - CATCH BASIN
 CO - CLEAN OUT
 DI - DROP INLET
 DOT - DEPARTMENT OF TRANSPORTATION
 EOP - EDGE OF PAVEMENT
 LP - LIGHT POLE
 MB - MAILBOX
 OSP - OVERHEAD POWER LINE
 PP - POWER POLE
 PP/GW - POWER POLE WITH GUY WIRE
 RCP - REINFORCED CONCRETE PIPE
 SSM - SANITARY SEWER MANHOLE
 SLR - STATE ROAD
 TAMP - TEMPORARY
 WM - WATER METER
 WV - WATER VALVE



1-7-13
 NOW OR FORMERLY
 TWO-TEN INVESTMENTS, INC.
 DEED: 6008-690
 MR. 3-117



STREET ABANDONMENT MAP FOR LIVING VINE BAPTIST CHURCH				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 60'	PINEVILLE	MECK.	N.C.	12/10/12
10622 PINEVILLE ROAD PINEVILLE, N.C. 28154				
YARBROUGH-WILLIAMS & HOULE, INC.			MAP NUMBER	
730 HUNTER OAK COURT CHARLOTTE, NC 28213 MAIL BOX PO BOX 7007 CHARLOTTE, NC 28211 704-355-1990 NCELS LICENSE # C-0475			11707-148	

Exhibit A

Memorandum



To: Mayor and Town Council
From: Richard Dixon
Date: 8/9/2018
Re: **New Business:** Tax Collectors Settlement & Order to Collect Taxes

North Carolina General Statutes require the governing board of a municipality to accept the Tax Collector's Settlement into its official records and adopt an order directing the collection of taxes for the upcoming year. Attached is a copy of the official settlement and the order giving Mecklenburg County the authority to act on our behalf as Tax Collector. As you know, we have successfully used the County in this capacity for many years.

Action Requested: Approve the settlement and Order of Collection authorizing the Mecklenburg County Tax Collector to collect taxes on behalf of the Town.



MECKLENBURG COUNTY
Office of the Tax Collector

July 20, 2018

Ryan Spitzer
Town Manager
PO Box 249
Pineville, NC 28134

RE: TAX COLLECTOR'S SETTLEMENT FOR FISCAL YEAR 2018
ORDER OF COLLECTION FOR TAX YEAR 2018

Dear Mr. Spitzer:

Please find the enclosed FY 2018 Tax Collector's Settlement. I am pleased to inform you that we achieved our collections objectives. We will continue to collect taxes for FY 2018 and other prior years as we move forward with the FY 2019 billing cycle (tax year 2018).

According to NCGS 105-373(3), the Tax Collector's Settlement must be entered into the official record of the governing board. Please have this document entered into the record to comply with the statute.

I have also included an Order of Collection for tax year 2018 (FY 2019). The order must also be approved by your board after the settlement is received into the record. Your attention to both of these documents is greatly appreciated. Please approve the Order of Collection before September 1st and return a signed copy to my office.

It was my pleasure to serve you, your board, and your residents again this year. I welcome any feedback about our service to Pineville. Please contact me at Neal.Dixon@MecklenburgCountyNC.gov or 980-314-4488 if I can be of further assistance.

Sincerely,



Neal L. Dixon
Director/Tax Collector

c: Richard Dixon, Finance Director, Town of Pineville

PEOPLE • PRIDE • PROGRESS • PARTNERSHIPS

700 East Stonewall Street • P.O. Box 31457 • Charlotte, North Carolina 28231 • 704-336-7600



MECKLENBURG COUNTY

Office of the Tax Collector

To: Ryan Spitzer, Pineville Town Manager
From: Neal L. Dixon, Director/Tax Collector
Date: July 20, 2018
Subject: Tax Collector's Settlement for Fiscal Year 2018

Pursuant to the provisions of N.C.G.S. 105-373, this memorandum is the Tax Collector's report of settlement to the Pineville Town Council for Fiscal Year 2018 (tax year 2017).

The total FY 2018 Real Estate, Personal Property, and Registered Motor Vehicle Tax charged to the Tax Collector for collection was \$6,342,576.09.

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
\$6,342,576.09	\$6,330,270.37	\$20,821.95	99.81%

At the end of FY 2018 there was 1 tax bill in the amount of \$3,314.04 under formal appeal with the Board of Equalization and Review or the Property Tax Commission; consequently, the Tax Collector was barred from pursuing collection for this tax bill. The Tax Collector was barred by the U.S. Bankruptcy Court from collecting 3 business personal property tax bills totaling \$341.72. When the above totals, which were barred from collection, are removed from the net levy calculation, the collection percentage increases to 99.86%.

Reference is hereby made to reports in the Office of the Tax Collector that list the persons owning real property and personal property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. These reports are available for inspection and review upon request. The Tax Collector has made diligent efforts to collect the taxes due from the persons listed by utilizing the remedies available to him for collection.

PEOPLE • PRIDE • PROGRESS • PARTNERSHIPS

700 East Stonewall Street (28202) • P.O. Box 31457 • Charlotte, North Carolina 28231 • 980-314-4488

Prior Year Collections

During FY 2018, the Tax Collector pursued collection of delinquent prior year taxes.

Real Estate and Personal Property Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2018</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2008	\$3,788,245.82	\$ 20.12	\$ 7,736.86	99.80%
2009	\$4,070,760.49	\$ 138.26	\$ 7,501.53	99.82%
2010	\$4,084,602.97	\$ 445.80	\$23,044.94	99.44%
2011	\$4,720,463.82	\$ 289.57	\$18,174.78	99.61%
2012	\$4,816,253.75	\$ 32.24	\$ 8,206.71	99.83%
2013	\$4,849,487.15	\$ 46.77	\$ 8,176.30	99.83%
2014	\$4,879,879.29	\$ 12.93	\$ 7,219.74	99.85%
2015	\$5,556,668.58	\$ 1,590.38	\$11,899.83	99.79%
2016	\$5,652,513.84	\$15,144.31	\$11,503.40	99.80%

Registered Motor Vehicle Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2018</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2014	\$ 1,487.61	\$0.00	\$0.00	100.00%
2015	\$ 0.00	\$0.00	\$0.00	N/A
2016	\$ 0.00	\$0.00	\$0.00	N/A

Please contact me at Neal.Dixon@MecklenburgCountyNC.gov or 980-314-4488 if you have any questions or comments regarding this settlement report.

North Carolina General Statute 105-373(3) requires that this settlement be submitted to the governing board. The settlement shall be entered into the minutes of the governing body. Please ensure that this settlement is entered into the minutes of the governing body as required by statute.

cc: Richard Dixon, Town of Pineville Finance Director
 Julissa Fernández, Deputy Tax Director
 Frank Wirth, Deputy Tax Director

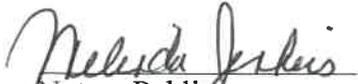


 Tax Collector

July 20, 2018

 Date

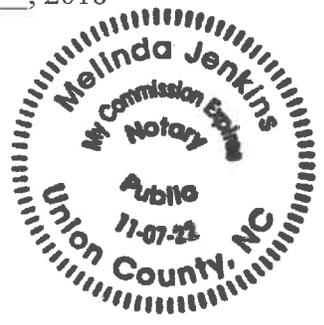
Sworn to and subscribed before me this 20th day of July, 2018



 Notary Public

My commission expires: November 07, 2022

 Date



ORDER OF COLLECTION

NORTH CAROLINA, PINEVILLE

TO THE TAX COLLECTOR OF MECKLENBURG COUNTY

GENERAL STATUTE 105-321(b)

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records, filed in the Office of the Tax Assessor and the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be first lien upon all real property of the respective taxpayers in Pineville and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real and personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand official seal, this _____ day of _____, 2018.

Mayor of Pineville (SEAL)

Attest:

Clerk of Board

August

2018

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
30	31	1	2	3	4	5
6	7 National Night Out Lake Park 6:30 pm	8	9 Culture Bites Lake Park, 6 pm (ASC)	10	11	12
13	14 Council Meeting 6:30pm @ the Hut	15	16	17	18	19 Electricities Conf. Asheville
20 Electricities Conf. Asheville	21 Electricities Conf. Asheville	22 Electricities Conf. Asheville	23	24	25 ON DECK – Hitting for Heroes -2 nd Annual Event 9am-4pm	26
27 Council Work Session. Pineville Tel/Elec 6pm	28	29	30	31	1	2
3	4	5	6	7	8	9

Notes:

Possible date for Ethics Training



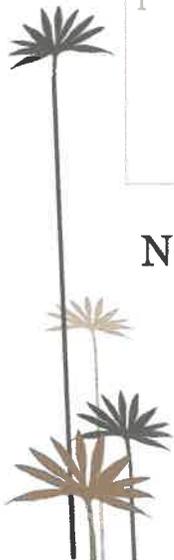
September

2018

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
27	28	29	30	31	1	2
3	4 Labor Day – Offices closed.	5	6	7 Talk Saves Lives: Suicide Prevention PUM 9:00am- 10:00 am	8	9 Culture Blocks/CSA Family Festival BJCC 1:00-5:00 pm
10	11	12	13	14	15 Pineville Players 11:00am & 7:30pm	16 Pineville Players 2:30 pm
17	18	19	20	21 Pineville Players 11:00am & 7:30pm	22 Pineville Players 11:00am & 7:30pm	23 Pineville Players 2:30 pm
24 Work Session Pineville Tele/Elec. 6:00 pm	25	26	27	28	29	30
1	2	3	4	5	6	7

Notes:

Possible date for Ethics Training



CLOSED SESSION

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

ADJOURNMENT