

AGENDA

CALL TO ORDER

Moment of Silence Pledge Allegiance to the Flag (*Joe Maxim*)

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. Approval of the Minutes of the August 10, 2021 Town Council Meeting & the August 23, 2021 Work Session

CONSENT AGENDA

- **<u>2.</u>** Finance Report (*Richard Dixon*)
- 3. Airport Roundtable Committee Applicant
- 4. Resolution 2021-16 for Surplus Items
- 5. Proclamation for World Polio Day

OLD BUSINESS

 Lynnwood/Lakewood Design (Ryan Spitzer) - Council to review and approve amended Storm Water Design Concept.

NEW BUSINESS

- 7. Fire Department Vehicle (Chief Gerin) discussion of replacing vehicle or repairing the engine.
- 8. LWCF Grant (*Ryan Spitzer*) for the purchase of property at the end of Lake Drive.
- 9. Police Department Discussion (Chief Hudgins) Chief Hudgins would like to discuss two items with Council. The first is purchasing items to start up a Civil Unrest Unit in conjunction with CMPD. The second item is changing the firearms qualification score for Pineville police employees from an 80 to the State standard of 70.

MONTHLY STAFF REPORTS

- 10. Public Works
- 11. Human Resources
- 12. PCS
- 13. Planning & Zoning

CALENDARS FOR COUNCIL

14. November and December

ADJOURN

rspitzer@pinevillenc.gov is inviting you to a scheduled Zoom meeting.

Topic: October 25 Council Meeting

Time: Oct 25, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/89383240792?pwd=T3k3enVqVjkza3diampNRndkdFlxQT09

Meeting ID: 893 8324 0792

Passcode: 952013

One tap mobile

+16465588656,,89383240792#,,,,*952013# US (New York)

+13017158592,,89383240792#,,,,*952013# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

- +1 312 626 6799 US (Chicago)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 893 8324 0792

Passcode: 952013

Find your local number: https://us02web.zoom.us/u/kcePbPTZ0c

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



TOWN COUNCIL REGULAR MEETING PINEVILLE HUT MEETING FACILITY TUESDAY, AUGUST 10, 2021 AT 6:30 PM

MINUTES

CALL TO ORDER

Mayor Jack Edwards called the meeting to order @ 6:30 p.m.

Mayor Edwards Mayor Pro Tem Melissa Davis Council Members: Les Gladden, Amelia Stinson-Wesley Council Member: Joe Maxim (via Zoom) Town Manager: Ryan Spitzer Finance Director: Richard Dixon Planning & Zoning Manager: Travis Morgan Town Clerk: Lisa Snyder

Pledge Allegiance to the Flag

Council Member Melissa Davis led everyone in the Pledge of Allegiance.

Moment of Silence

Mayor Jack Edwards requested we remember our first responders, police, fire, EMS, and our military, which is in the middle of political angst right now.

ADOPTION OF AGENDA

Motion to allow Council Member Joe Maxim to participate in the meeting via Zoom. Council Member Les Gladden moved and Melissa Davis seconded to allow Mr. Maxim to attend via Zoom. (*Approved 3-0*)

The Agenda was adopted. Motion by Council Member Amelia Stinson-Wesley to approve the Agenda with a second made by Council Member Melissa Davis. (*Approved 3-0*)

APPROVAL OF MINUTES

The Minutes of the Work Session and last Council Meeting were approved with one correction pertaining to Council Member Melissa Davis' comment regarding the July 26th Work Session Minutes regarding the Old State League baseball team. She actually asked "what would be the advantage for the Town to play here, those 15 games?" Council Member Davis moved to approve with the clarification and Council Member Gladden seconded. (*Approved 3-0*).

CONSENT AGENDA

Mayor Jack Edwards commented on the Proclamation recognizing Constitution Week and the Pineville refund report. Council Member Amelia Stinson-Wesley moved to approve the Consent Agenda with a second by Council Member Melissa Davis. (*Approved 3-0*).

PUBLIC COMMENT

Jane Shutt with Pineville Neighbors Place discussed several events within her organization. They are partnering with Pineville Pharmacy to host a vaccine event this Saturday, August 14th from 9:00 am to 1:00 pm. They will be giving the J & J vaccine. Each person getting the vaccine will receive a \$50 grocery gift card and be entered into a drawing for one of five \$500 prizes towards rent.

Their volunteers are busy packing new backpacks and school supplies. They will provide 700 to Sterling students and 100 to Pineville students. A special shoutout to Elevation Church Blakeney campus, Atrium Health Pineville and Cardinal innovations for their generous support of this backpack effort.

On the first day of school, August 25th, the Pineville Police and Pineville Neighbors Place will be at The Pines at Carolina place greeting children as they get off the bus and giving them free Kona ice.

They continue to partner with Second Harvest Food Bank to provide mobile food pantries on a regular basis at Sterling Elementary.

The 5th Annual Pineville Potato Drop will be held Saturday, September 25th from 9:00 am to 12:00 noon at the auxiliary parking lot next to Buca di Beppo at Carolina Place Mall. They will have 175 volunteers bagging 40,000 pounds of potatoes for distribution to area food pantries, soup kitchens and community agencies.

Many members of our community are in crisis because of a lack of work due to the pandemic. People are hurting and it is not getting better. In July, Pineville Neighbors helped 183 people with over \$34,000 in financial assistance. We need to pull together as a community to help people stay in their homes rather than be evicted.

Bobby French, Principal with Pineville Elementary spoke and thanked Council for all that they've done this past year and their support. He reminded everyone about some important dates coming up: Open House is August 23rd from 4:15 to 6:30 pm. School opens on August 25th. Kindergarten Open House starts on August 30th.

John Holibenko, Chairman of the Pineville Chamber of Commerce, spoke regarding the new Pineville Business Directory Initiative. Currently, no business directory is available. People often call the Chamber to locate businesses. All businesses will be listed by their name, address, phone number and what their business is, and searchable on the web. Every business has been vetted for accuracy. The Chamber is managing the entire project. He thanked Council for being instrumental and donating to this project. Mayor Edwards thanked him for all he has done.

OLD BUSINESS

Animal Control Agreement with Mecklenburg County. Town Manager Ryan Spitzer followed-up with Council on this Agenda item from a month or two ago, and shared with them that the owner of the animal pays for it when the animal is picked up and when the animal is not picked up, then that's when the Town pays for it. Council member Melissa Davis asked if the animal is not claimed, does it get euthanized if they're not picked up? Ryan said it depends on where they go, and is unsure if they're a no-kill shelter, or not, but he assumed that if they're not picked up in a certain amount of time they are euthanized. If they don't pick them up in a time-frame, they can get put up for adoption. We don't pay for boarding after they go up for adoption. Council member Davis commented on the Police Department calls and the cost of \$240 per call, the increase is unbelievable to her. It's expensive and doesn't think people realize the cost to the Town. Council Member Davis made the motion to approve the Animal Control Agreement with Mecklenburg County with a second made by Council Member Stinson-Wesley. (*Approved 3-0*).

Town Council Regular Meeting - July 13, 2021

NEW BUSINESS

Appointment of Mecklenburg County Tax Collector. Finance Director Richard Dixon said that this is something we submit for approval each year and that they collect about 99% of taxes for Pineville annually. Council Member Gladden made a motion to approve the Appointment of Mecklenburg County as Tax Collector and Council Member Davis seconded. (*Approved 3-0*).

Application for Board Appointment. Town Manager Spitzer said that one person moved out of town which presented an opening on our Board of Adjustments. Council received two applications for that one appointment. Town Manager Spitzer also noted that multiple people serve on the Planning Board and the Board of Adjustment, both Thomas White and Jim Knowles, who serve on both. Ryan asked Council if they would like to put both of these people to serve on the Board of Adjustment and ask one of them to come off and not deny anybody the right or opportunity to participate in local government. We also have an opening on the Parks and Rec Board so we could see if one of these people want to participate in that area. This is regular spot. We do not have an alternate for the Board of Adjustment. Council Member Stinson-Wesley wants to encourage people to serve on the boards and help the Town. Council member Davis asked to postpone this and ask other Planning Board members if they would like to serve on the other boards. Town Manager Spitzer said the BOA is not going to meet anytime soon and we will work through that and in September we'll bring back the recommendations.

Polk Substation Labor Bid Award. Don Mitchell, Electric System Manager, discussed the capital project to do renovations to the Polk Substation and on July 28th we received six bids ranging from just over \$200,000 to over \$800,000 and would like to recommend that you award the bid to DD Grid, LLC of Canyon, Texas. They were the lowest responsible bidder with a bid of \$233,785.00. He asked Council to accept the bid and authorize the Town Manager to execute the contract. Council Member Gladden moved to authorize the Town Manager to accept the bid and execute the contract with a second made by Council Member Stinson-Wesley. (*Approved 3-0*).

<u>Monthly Staff reports</u>. Town Manager Spitzer introduced our new Parks and Rec Director, Matt Jakubowski. He is doing a great job and will formulate relationships with some of the organizations that are here. Matt shared some of the upcoming events being planned by his department, including events with seniors and the Fall Fest. Town Manager Spitzer talked about the turn out for the National Night Out event held this week. It was well-attended by the community with 200 to 250 people there and long lines. We had a great Topping Out ceremony went well and they signed the last beam to go up there. It is on schedule to open up the Summer of 2022. Council Member Joe Maxim was unable to attend this event.

Mayor Edwards announced that the meeting has closed at 7:14 pm and called for a five-minute recess. Closed session to begin after a break.

CLOSED SESSION PER NCGS 143.318.11 (5) real estate

And

CLOSED SESSION PER NCGS 143.318.11 (3) legal counsel

Town Council Regular Meeting - July 13, 2021

ADJOURN

Council Member Amelia Stinson-Wesley moved to close the August 10th Council Meeting, seconded by Council Member Melissa Davis. Upon the motion of Council Member Stinson-Wesley and seconded by Council Member Davis to close the Closed Session, Chairman Edwards adjourned the Town Council Meeting and Closed session closed at 9:15 pm.

ATTEST: ______

Mayor Jack Edwards

Lisa Snyder, Town Clerk



WORK SESSION MEETING PINEVILLE COMMUNICATIONS BLDG MONDAY, AUGUST 23, 2021 AT 6:00 PM

MINUTES

CALL TO ORDER

Mayor Jack Edwards called the meeting to order @ 6:00 p.m.

Mayor Edwards Mayor Pro Tem Melissa Davis Council Members: Les Gladden, Amelia Stinson-Wesley Council Member: Joe Maxim (via Zoom) Town Manager: Ryan Spitzer Planning & Zoning Manager: Travis Morgan Town Clerk: Lisa Snyder

A motion was made to start the Work Session by Council Member Les Gladden with a second made by Mayor Pro Tem Melissa Davis. A motion was made to allow Council Member Joe Maxim to join the meeting via Zoom by Council Member Amelia Stinson-Wesley and seconded by Mayor Pro Tem Melissa Davis. *Both Motions passed 4-0*.

Fall Fest

Parks and Rec Director, Matthew Jakubowski, presented information regarding the upcoming Fall Fest for Pineville and surrounding North Carolina counties. He provided a hand-out to Council containing the vendors, entertainment and cancellations of area festivals. We are currently at \$20,000 out-of-pocket expenses. Fireworks will be shooting off at the Mill and have been approved by the Fire Department and will be held on Saturday night that weekend. There are several new vendors, including the American Lumberjack Show. We are looking at different ways to do Brinkley (Entertainment); next year we might look for a different carnival entertainment group.

Some of the recent festival cancellations are Matthews Alive, Charlotte SHOUT festival, Denver Days and Creedmoor Music Festival.

Council Member Stinson-Wesley asked what all Brinkley Entertainment do for us? Parks and Rec Director Jakubowski answered that they provide about 10 attractions, including the rides and about 4 or 5 games. They man the rides and we man the ticket booths.

Mayor Pro Tem Davis asked that if they mandate, what is the liability for the Town, if we let people go through with it and let people make their own decision whether to go or not. Town Manager Spitzer said that if they mandate it that there's a restriction, we will get our money back. Mayor Pro Tem Davis said that if we decide to have it, she thinks we definitely need to have masks. Brinkley doesn't require a deposit, we have it every year, according to Mr. Jakubowski. Vendors are coming through and the entertainment is all set. He added that he didn't think the dates are busy fireworks days. He also added that the businesses who took a hit in the last year are not going to cancel. NC Festival is a good website that lists all of the festivals. He would like to push out promoting, getting signs up around town, right after Labor Day. Town Manager Spitzer said that we can proceed; we would lose the deposit/fee for the band, if we cancel, the \$20,000.

Mr. Jakubowski said that if we don't have the rides, he anticipates we would get more flack if we don't have the carnival. He doesn't know how much carnival people will spray down their machines. Mayor Pro Tem Davis said we could have stations with hand sanitizers. Town Manager Spitzer said that carnival rides are a high-touch activity. Council Member Stinson-Wesley is inclined to have it and shift it away from the carnival event this year and open to shifting its focus for a year, but stick with the fireworks. Mayor Pro Tem Davis said that we will pay \$20,000 either way. We should hold off on fireworks and maybe have a few food vendors.

Council Member Gladden suggested providing cleaner and have people work the rides, clean the parts, and have it like we normally do. It will be hard to separate it out, after having it for about 15 years, people will be confused. It's all or none. Council Member Maxim says no. He's already missed a lot of time with Covid, Fort Mill School Systems are on fire. He doesn't want to be part of an outrage when it could have been prevented. He would rather save the money now than to lose it all later on. If it's all or nothing thing, then he can't go along with it.

Mayor Edwards said there are three members of Council that are for some form, and would like to do it. Council Member Maxim said there's more downside in proceeding forward with abandon. He doesn't think that CMS is going to be 100% successful in managing this thing and keeping everyone safe. There is still a chunk of the population who can't decide for themselves whether or not to get the vaccine, which is largely the target audience for this thing. Are we trying to have this for us, or are we trying to have it for others? Mayor Edwards asked Mr. Jakubowski if he can look at it and get us different scenarios of what it's going to cost at a certain point and what we have to commit to. Mr. Jakubowski will try to keep up with this information on what festivals are cancelled and check in with Town Manager Spitzer weekly with updates.

Council Member Stinson-Wesley suggested that if we don't have anything, let's have fireworks. Town Manager Spitzer and Mr. Jakubowski will keep updated and report back at the September 14th meeting.

DFI Presentation

Jordan Jones and Matt Crook attended and did a power point presentation, via Zoom regarding the Cone Mill site. DFI is Development Finance Initiative, a program of UNC Chapel Hill School of Government and collaborates with communities in North Carolina and Virginia to attract private investment by providing specialized finance and real estate expertise. He explained the pre-development timeline. Mr. Crook asked if there is anything on there that they see on the agenda that they have questions on, or don't want to see, or captured here. Mayor Pro Tem Davis said she sees something on there that she didn't want to see. Council member Stinson-Wesley said that they will ask questions as they go along if they have any.

Mr. Crook continued with his presentation and outlined what he considers downtown and the Cone Mill site. He outlined what the public interests are, including maximizing private investment, balancing increased activity with traffic flow along Main Street, promote enhanced evening activity while maintaining a small-town feel, increase the diversity of retail and office uses downtown and encouraging multi-family development that fits with character of downtown and Old Town. This is what's going to drive Councils to see what the Town wants to see and if there is anything that they want to change or add, they will take that into account.

Council member Gladden said that we only have three ways out of town from there and, that makes it very difficult to disburse traffic for people who live there. Somewhere in that process we need to define exactly what multi-family is, that you're talking about, is it a couple of townhomes, a single site family, some fairly larger lots for single family? He thinks that is the biggest problem for Council is deciding just how much is enough?

Mr. Crook said anything that you put on this site will increase traffic throughout the Town. DFI studied the pre and post Covid-19 conditions in and around Pineville and analyzed key market indicators to understand demand for market-rate office, retail and multi-family housing developments. The vacancy rate is higher than it's been since 2013, though below the national average. Leasing activity has gone down. There has been a substantial increase in sublet availability. Office space sublet availability has seen 118% growth from 2019 to 2021 YTD.

There are multiple challenges with office market. The key findings for retail market are that market area projects increase in population of roughly 11,000 new residents in the next five years. New retail will likely be dependent on the density of the site use (office or residential).

Mayor Pro Tem Davis asked about the connectivity from Cone to Main Street. Mr. Crook said that the goal is to create an interesting activity space for families, children and workers; to have a space to meet. Mayor Pro Tem Davis said that she is not at all in favor of multi-family. Council member Gladden concurred.

Mr. Crook shared his findings for the multi-family market and some site consideration. The Brownfield does not allow for a single-family or subdivision on some of the site. Some people may prefer being closer to downtown and the neighborhood. multi-family housing is likely a better fit than office for this site. Parts of this site could be subdivided for single-family (from Price Street on down). Mayor Pro Tem Davis said that the density is a concern. Most residents don't want more townhomes. She may consider mixed use (retail on the bottom with residential above). Mr. Crook added that it would be lower density with this plan.

Mayor Pro Tem Davis commented that he has some good ideas but wants to know how he's going to move that traffic count? Mr. Crook stated that Cone Mill has limited access to major arteries. Parking for offices is typically 4 spaces per 1,000 sq. ft and 1.5 spaces per unit. Mayor Pro Tem Davis asked how many units is he talking about? She is definitely not in favor of townhomes or apartments or rentals period. Mr. Crook said it would be about 67 multi-family, residential, townhomes. There will be a mix of studios, two or three-bedroom condos, for example.

He further stated that we're seeing growth in the South Charlotte area and a lot of interest. Connecting Main Street downtown with Dover will take a lot of consideration, a lot of thought, and a lot of Town guidance to be able to do this kind of stuff.

Council Member Stinson-Wesley asked if it's a good idea to create more roads or does it encourage more cars to be on the roads? Council member Gladden said that we're stuck in a hard spot just by the way it lays.

Mr. Crook discussed three development considerations: (1) proceed with solicitation and find the right partner to market the site, (2) shift to recruiting built-to-suit office tenants, and (3) pause on efforts and revisit in nine to twelve months; this could allow time for the office market to change (wait and see approach). He appreciates the thoughts on how to move forward.

Mayor Pro Tem Davis said that ideally, she would like to see more single-family homes on larger lots, not cramming more in like everybody is doing today, I know that developers want to make the most money they can, squeezing it in.

Council member Gladden said that we need to find out what we can do to make it residential, what we need to do to clean it up more, what we'd like to see. We need to get the right product for the Town now and years down the road. Council member Stinson-Wesley concurred and added that it needs to match the bigger picture, is interested in single-family but is also is interested in saving green spaces in town. You can't get land back; maybe not develop every single square foot.

Council member Maxim thanked him for talking the Council through this. He has always viewed it as a catalyst to draw to downtown, to gather, to linger, for people to enjoy. He likes corporate office space with retail. He does not want to see multi-family space. It has been an exhausting conversation.

DFI will follow-up with Town Manager Spitzer and thanked Council for having him. Council also thanked him for speaking.

Renderings of fountain at new Town Hall

Manager Spitzer noted that Council asked him to look at various fountain sizes and where they would go. Option 1 is a smaller fountain with a cost of about \$20 to \$25,000 and is pre-fabricated, shown similar to the photo of the fountain in Savannah, GA. Option 2 is larger like the Mint Hill Town Hall. It makes more of a statement and the cost is roughly \$100,000 and includes a vault below. It is about twice the size of Option 1. Option 3 is the most expensive and includes a splash pad area. The estimate for this one is \$500,000 and is about the size of Option 2. He added that Mint Hill pays \$15 to \$20,000 per year for a maintenance contract to maintain their fountain.

Mayor Pro Tem Davis shared her concern about kids getting wet and going into the library. She is not in favor of a pre-made fountain; if we're going to spend all the money for a new building, why go with a pre-fab. She likes Option 2.

Council Member Maxim said that if we have the funds to do it, he likes Option 2, if we can work it in the budget.

Council Member Gladden likes Option 2 if we're going to do it, and would be a good focal point if it's close to a flower garden. Everyone is in agreement on Option 2. Town Manager Spitzer will get back to them after he meets with the architect this Wednesday.

Mayor Edwards announced that the meeting has closed at 8:15 pm and called for a three-minute recess. Closed session to begin after a break.

CLOSED SESSION PER NCGS 143.318.11 (5) real estate

ADJOURN

Council Member Amelia Stinson-Wesley moved to close the August 26th Closed Session, seconded by Mayor Pro Tem Melissa Davis. Upon the motion of Council Member Les Gladden and seconded by Mayor Pro Tem Melissa Davis to close the Work Session, Chairman Edwards adjourned the Work Session and Closed session at 8:41 pm.

Mayor Jack Edwards

ATTEST:

Lisa Snyder, Town Clerk

Town of Pineville Budget vs. Actual 9/30/2021

Revenues			Budget		Actual	% <u>of Budget</u>
	Property Tax	\$	8,447,502	\$	360,606	4.27%
	Prepared Food Tax	Ŧ	650,000	Ŧ	365,808	56.28%
	Room Occupancy		250,000		74,192	29.68%
	Franchise Tax		1,000,000		253,014	25.30%
	Sales Tax		1,516,000		248,290	16.38%
	Storm Water		450,000		62,655	13.92%
	Powell Bill		200,000		-	0.00%
	Other		1,418,544		486,251	34.28%
	Appropriated F/B - Restricted Police		320,000		320,000	100.00%
	Appropriated F/B Powell Bill		100,000		100,000	100.00%
	Total	\$	14,352,046	\$	2,270,816	15.82%
Expenditu	res					
	Governing Board	\$	183,619	\$	37,573	20.46%
	Administration		1,589,517		198,599	12.49%
	Human Resources		224,130		27,329	12.19%
	Zoning		512,530		108,818	21.23%
	Police		5,930,887		1,440,453	24.29%
	Fire		1,155,874		234,193	20.26%
	Public Works		1,085,518		237,725	21.90%
	Storm Water		642,257		55,369	8.62%
	Powell Bill		282,500		17,805	6.30%
	Sanitation		672,000		100,892	15.01%
	Recreation		576,727		163,434	28.34%
	Cultural/Tourism		1,392,487		223,728	16.07%
	Cemetery		4,000		-	0.00%
	Contingency		100,000		-	0.00%
	Total	\$	14,352,046	\$	2,845,919	19.83%

				%
		<u>Budget</u>	Actual	of Budget
Revenues				
	Electric	13,526,372	3,484,578	25.76%
Expenditu	res			
	Administration & Billing Support	512,739	123,469	24.08%
	Purchased electricity	8,745,000	1,932,535	22.10%
	Operations and Maintenance	4,268,633	786,309	18.42%
	Total	13,526,372	2,842,313	21.01%

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				%
		<u>Budget</u>	<u>Actual</u>	of Budget
Revenues				
Rev	venues	1,246,680	397,986	31.92%
Tele	ephone Reserves	746,070	746,070	100.00%
То	otal Revenue	1,992,750	1,144,056	57.41%
Expenditures				
Ор	erating Transfer Out	384,550	-	0.00%
Ор	erating Expenses	1,153,500	270,178	23.42%
Pla	nt under Construction	454,700	69,614	<u>15.31%</u>
Т	otal	1,992,750	339,792	17.05%

Town of Pineville CLEC Telephone Fund 9/30/2021

			%
	Budget	<u>Actual</u>	of Budget
Revenues			
Revenue	886,626	335,559	37.85%
Transfer from ILEC	384,550	-	0.00%
Total	1,206,300	335,559	27.82%
Expenditures			
Operating Expenses	920,300	244,495	26.57%
Plant under Construction	286,000	6,936	2.43%
Total	1,206,300	251,431	20.84%

Town Of Pineville Johnston Road Realignment 9/30/21

	FY18	FY19	FY20	FY21	FY22	Total Project	Project Budget
Road Realignment Revenue							
DOT grant	-	-				1,175,000	1,175,000
Transfer from Fund Balance						2,492,000	2,492,000
Total Road Realignment Revenue	-					3,667,000	3,667,000
Road Realignment Expense							
Land/Building	731,228	6,586	-	-		737,814	750,000
Engineering	74,089	47,278	84,216	40,925	3,990	250,498	307,000
Construction	-	-	-	-		-	2,610,000
Total Road Realignment Expense	805,317	53,863	84,216	40,925	3,990	988,311	3,667,000

	Town Of Pineville Revenue & Expense Statement - Fund 80 9/30/2021	08 pur				
			FY21	FY22	Total	al
Capital Project - Financing 3360.1240.80 Total Capital Project - Financing	Loan Proceeds Town Hall Library	Ŷ	21,000,000 21,000,000	Ś	۰ ۲	21,000,000 21,000,000
Capital Project - Expenses						
2003.0000.80	Plant Under Construction		3,163,480	1,229,327	327	4,392,807
7000.7300.80	Capital Outlay Telephone Relocation		52,584	104,789	789	157,373
7000.7301.80	Capital Outlay A&E Fees		I			
7000.7302.80	Capital Outlay Legal And Financing Fees		60,673	36,726	726	97,399
7000.7303.80	Capital Outlay THL Construction		621,495			621,495
Total Capital Project - Expenses		Ŷ	3,898,232 \$ 1,370,843	\$ 1,370,	343 \$	5,269,075
	Total Net				\$	15,730,925

	Application for Boar Town of Pi P.O. Box Pineville, NO	ineville x 249
Email Address:	Kennys St, Pineville, NC, nacley So C Gmail.com	Date: $10 - 20 - 2021$ 28134 Phone: $67 - 202 - 2626Cell Phone: 617 - 202 - 2626ag Board X Board of Adjustment$
	y why you are seeking appointm	connurity cound take as I have Exten
4 years as prisones aryports at Carr Bombridic Miraked our, Please describe any c	development Manager for tec. Also une part of the mat, Trudean XVL Expansion of committees, organizations or othe	y have that would be relevant to this board: <u>GSE equipment to M Concolis</u> the design commute for 3 locationse E Nova Schin helicepter base . her boards you may have participated on or you for this position on the board:
Please tell us anything Always hogy to	else about yourself that would	d be beneficial to this board:
Signature :		Date : 10/2/2021



RESOLUTION NO. 2021-16

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 some 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 October, 2021.

ATTEST:

SEAL:

Jack Edwards, Mayor

Lisa Snyder, Town Clerk

EXHIBIT "A"

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

Surplus Items

Dept.	Item/Desc/VIN#	Make/Model	Misc.	How	Eff. Date	Miles
				Disposed		
PD	MPH5239922JLPC101	Simply the Best radar trailer	No hours or mileage meter	Online Auction	10/25/21	

Proclamation for World Polio Day

WHEREAS, In 1985 Rotary International launched PolioPlus and spearheaded the Global Polio Eradication Initiative with the World Health Organization, U.S. Centers for Disease Control and Prevention, and UNICEF to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1979 and the world stands on the threshold of eradicating the disease; and

WHEREAS, Rotary members have contributed more than \$2.2 billion and countless volunteer hours to protect nearly 3 billion children in 122 countries from this paralyzing disease; and

WHEREAS, To date, the global effort to eradicate polio has already saved more than \$27 billion in health care costs since 1988, and expects to save \$14 billion more by 2050; and

WHEREAS, Rotary is currently working to raise an additional \$200 million toward a \$355 million challenge grant from the Bill & Melinda Gates Foundation; and

WHEREAS, eradication efforts must continue to provide immunization to more than 400 million children against polio every year and to improve disease surveillance systems to detect any poliovirus in a person or the environment; and

WHEREAS, These efforts are providing much needed operational support, medical personnel, laboratory equipment and educational materials for health workers and parents; and

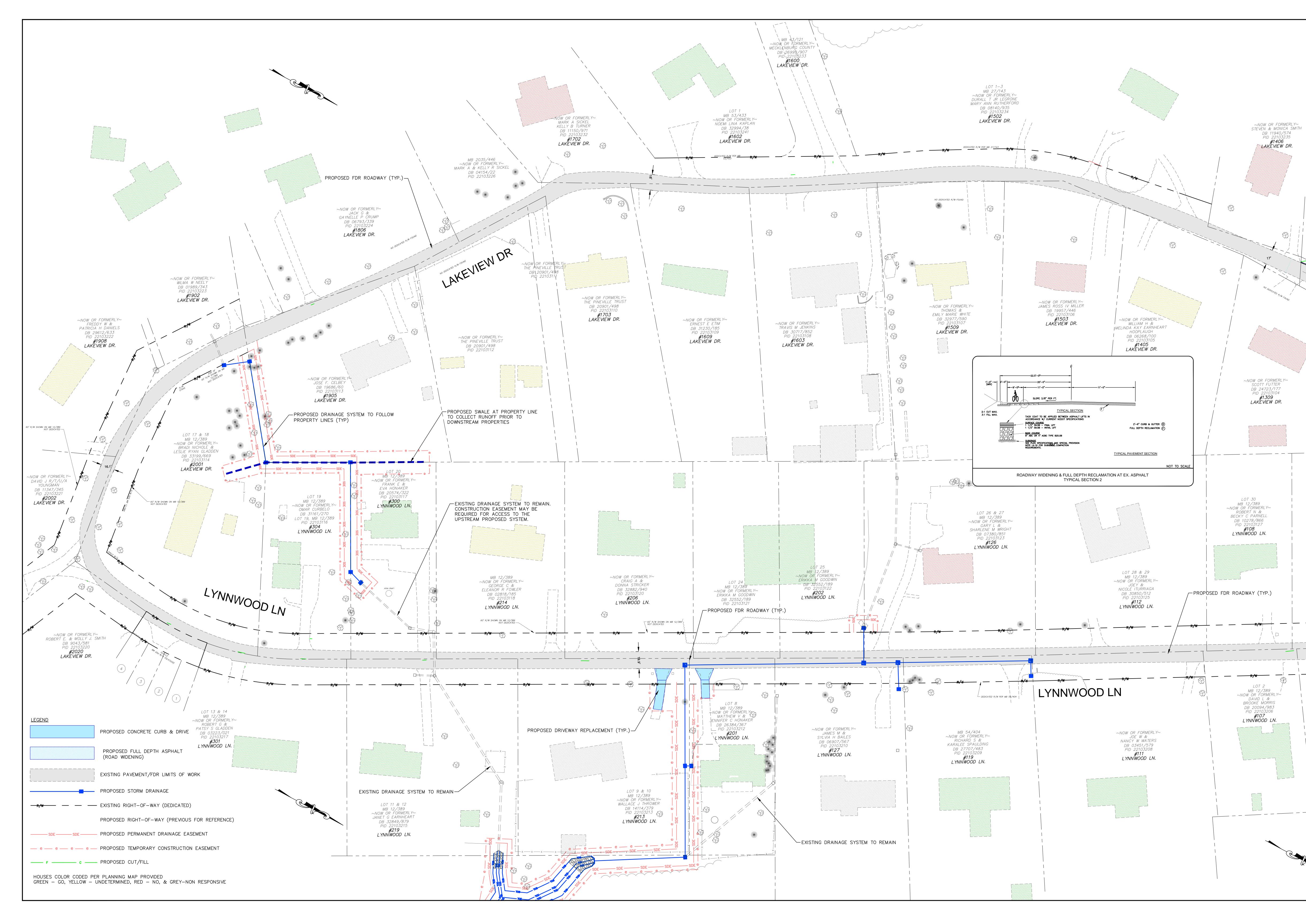
WHEREAS, More than 1 million Rotary members have donated their time and money to eradicate polio, and every year, hundreds of members work with health workers to vaccinate children in countries affected by polio; and

WHEREAS, the Rotary Clubs of Mecklenburg County being part of the 56 clubs throughout our Rotary District 7680 with over 2,400 members sponsoring service projects to address such critical issues as poverty, health, hunger, illiteracy, and the environment in their local communities, and abroad; and

WHEREAS, The Town of Pineville is proud to have residents as members of at least two Rotary clubs in Mecklenburg County including the Charlotte Dilworth South End Club and the Charlotte International Club; and

IT IS THEREFORE NOW PROCLAIMED, that October 24, 2021 as World Polio Day in Pineville, North Carolina, and encourage all citizens to join me and Rotary International in the fight for a polio-free world.

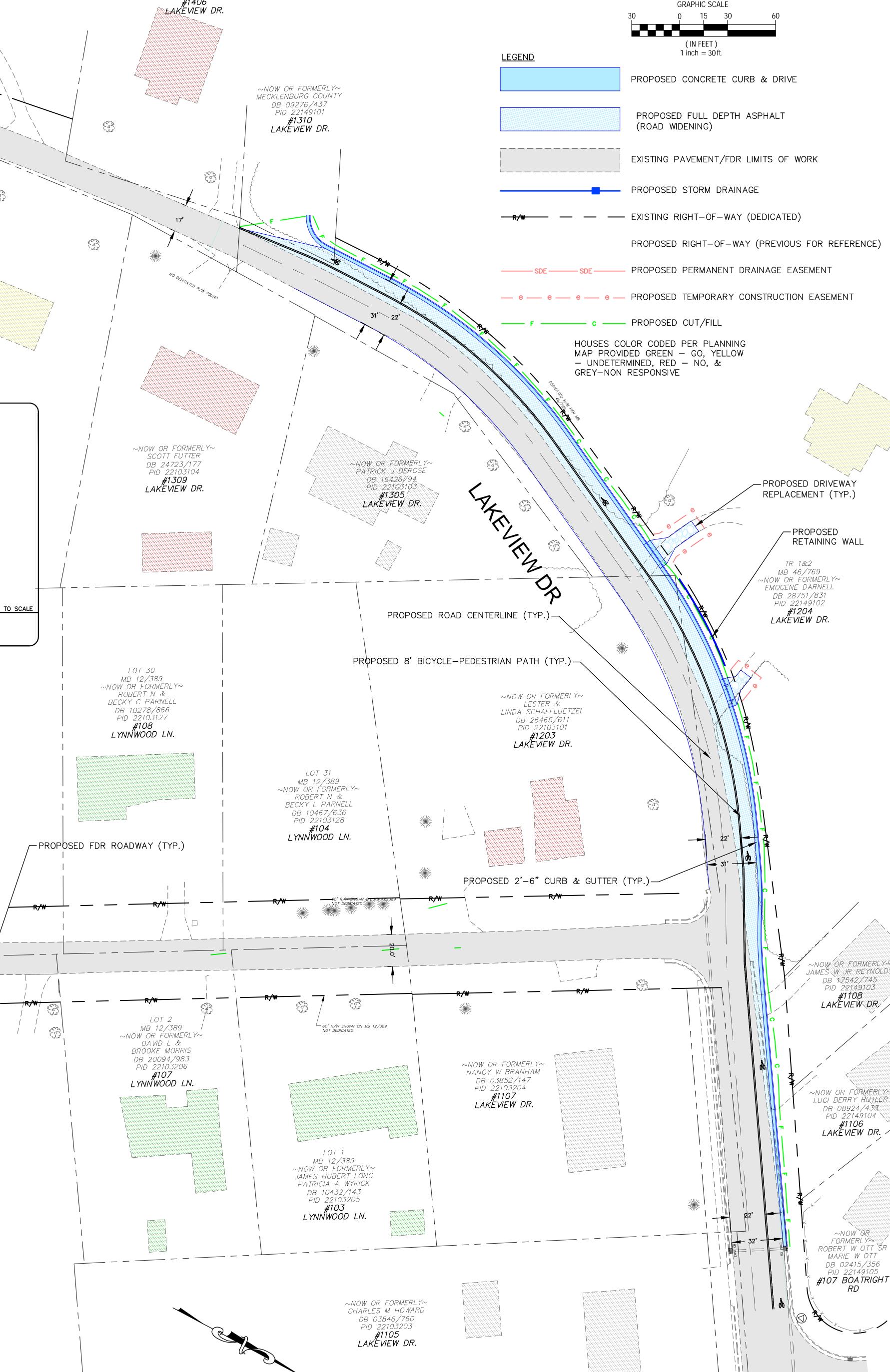
Mayor Jack Edwards





Lynnwood Lane & Lakeview Drive Proposed Street & Drainage Improvements

H:\Administrative\Labella Logos\LABELLA_RGB_HORZ hi res.jpg



Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 10/21/2021

Re: Lynnwood and Lakeview Stormwater Design

Overview:

After the Council Work Session, I took Council's comments back to LaBella and Public Works for a redesign. The attached plan is what we came up with. The important features and facts of the design are:

- 1. The design does not require the Town to purchase any right-of-way
- 2. The design does not shift the road at all. It will be a Full Depth Reclamation in its current footprint.
- 3. Sidewalks and gutters have been taken out of the plan as they would have had to be out of the footprint of the road.
- 4. Water drainage will occur due to the crown of the road. Already established ditches in areas where we currently have homeowner approval for right-of-way will be evaluated to see if improvements can be made.
- 5. Stormwater pipes and drainage swales were added.
- 6. The drainage pipe on Lynnwood Lane is sized appropriately in case future stormwater improvements are made.
- 7. Sidewalks were kept to extend our current sidewalk network close to the new proposed greenway.

If Council is ok with these changes the next step is to get LaBella to redo their cost estimation for approval by Council. Then staff will prepare documents to go out to bid.

Attachments:

Stormwater Plan

Recommendation:

Approve the current design with any Council recommended modifications.

Phone 704.969.1900



Charlotte Regional Service Center

6809 Statesville Road Charlotte, NC 28269									
	:6/28/2021								
	nate for Repairs								
	ville fire	-			VIN Numbe				
Year		Make: s 1			Model:				
	Number:	Equipment:							
S/P		Description	QTY Pa		Labor	Parts Price Each		Sublet	
	reman heads			2.0	32.0	\$1,750.00			
	d tube			2.0		\$124.00			
	b hardware			2.0		\$40.77	\$81.54		
	e gasket			2.0		\$62.30			
	c gasket kit			2.0		\$83.30			
6	reman injectors			8.0		\$235.00			
	eglow plug			8.0		\$30.32	\$242.56		
8	element kit			1.0		\$56.19	\$56.19		
9							\$0.00		
10	element kit fuel			1.0		\$120.00			
	element oil fiter u	pgrade		1.0		\$120.00			
	o ring kit			1.0		\$159.00			
13	sns sensor			1.0		\$265.37	\$265.37		
14							\$0.00		
15							\$0.00		
16							\$0.00		
17							\$0.00		
18							\$0.00		
19							\$0.00		
20							\$0.00		
21							\$0.00		
22							\$0.00		
23							\$0.00		
24							\$0.00		
25							\$0.00		
26			_				\$0.00		
27			_				\$0.00		
28							\$0.00		
29				-+			\$0.00		
30				-+			\$0.00		
31							\$0.00		
32							\$0.00		
33				-+			\$0.00		
34				-+			\$0.00		
35				-+			\$0.00		
36				-+			\$0.00		
55		Line To	tals	31.0	32.0	\$3,046.25	\$6,963.86	\$0.00	
						÷0,0.0.20	Parts total	\$6,963.86	
			Shop Cł	has.			. uno total	\$384.00	
	Estimate	is for listed repairs only.	Labo		32.00	Hrs @	\$120.00	\$3,840.00	
		ts are not in this estimate	Trave		02.00	Hrs @	\$85.00	\$0.00	
Appr.	ppg 500	Name:	Suble				200.00	\$0.00	
			Tax		7.25%	Taxable amount	\$11,187.86	\$811.12	

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 10/21/2021

Re: Fire Department Vehicle Rehabilitation or Replacement

Overview:

Truck 13 is a 2005 and has had motor problems for quite some time (e.g. oil leak and antifreeze issues). The motor is a Ford 6.0. Truck 13 is currently sitting at the mechanic's shop waiting on a decision. Our PW mechanic does not have the tools to do the work as you have to remove the cab to access the engine.

Repair Current Vehicle

- The repair of the motor is approximately \$12,000
- The repair consists of rebuilding the Top Half of the motor.
- The cab must be taken off the Truck to do the work.

Replace Current Vehicle

- The quote is for a 2022 Chevrolet Silverado SSV. The package is similar to the Special Service Tahoe's, but on a Pickup Truck Frame.
- The Quote contains a Color Matched Camper Shell
- The total price would also need to include \$5,000 for a Motorola Radio- I did not attach the quote.
- The total price would also need to include \$1,600 for the Graphics and Lettering- I did not attach the quote.
- Total- Approximately \$50,000

Attachments:

Repair Quote Quote for New Vehicle and Accessories



Dealership Information

Quote Prepared for:

Michael T. Gerin Fire Chief, Pineville- Morrow Volunteer Fire & Rescue 108 Church St. PO Box 574 Pineville, NC 28134 Cell- (980) 333-3446 Office- (704) 889-7575 mgerin@pinevillenc.gov

Prepared By:

Randy Andrews Modern Chevrolet 336-722-4191 randrews@modernauto.com

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" Work Truck (
Complete)

Quote Worksheet

		MSRP
Base Price		\$39,500.00
Dest Charge		\$1,695.00
Total Options		\$6,380.00
	Subtotal	\$47,575.00
NCSA/Modern Gov Discount		(\$11,000.00)
	Subtotal Pre-Tax Adjustments	(\$11,000.00)
Less Customer Discount		(\$3,125.00)
	Subtotal Discount	(\$3,125.00)
Trade-In		\$0.00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$33,450.00
Sales Tax		\$0.00
	Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments	\$0.00
	Total Sales Price	\$33,450.00

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" Work Truck (</ Complete)

Selected Model and Options MODEL MODEL CODE CK18543 2022 Chevrolet Silverado 1500 LTD 4WD Crew Cab 147" Work Truck COLORS CODE DESCRIPTION Red Hot G7C **OPTIONS** ([†] Denotes a Custom Equipment Option) CODE DESCRIPTION FE9 Emissions, Federal requirements L82 Engine, 5.3L EcoTec3 V8 with available Active Fuel Management, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (Requires Crew Cab or Double Cab model and (FHS) E85 FlexFuel.) MYC Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L82) 5.3L EcoTec3 V8 engine and (FHS) E85 FlexFuel.) C5Y GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L82) 5.3L EcoTec3 V8 engine or (L84) 5.3L EcoTec3 V8 engine.) GU6 Rear axle, 3.42 ratio 1WT Work Truck Preferred Equipment Group includes standard equipment Q5U Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (Not available with (VYU) Snow Plow Prep Package.) QBN Tires, 255/70R17 all-season, blackwall (STD) Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.) QBR G7C Red Hot Seats, front 40/20/40 split-bench with covered armrest storage (STD) AE7 H2G Jet Black, Vinyl seat trim IOR Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD) Option/package discount (Requires (L3B) 2.7L Turbo engine or (PEB) WT Value Package.) PEB WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.)

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Data Version: 14479. Data Updated: Aug 17, 2021 12:43:00 AM PDT.

Item 7.



Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" Work Truck (
Complete)

OPTIONS	([†] Denotes a Custom Equipment Option)
CODE	DESCRIPTION
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps. Not available with (ZLQ) WT Fleet Convenience Package. (DLF) mirrors are upgradeable to (DPO) trailer mirrors.)
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Included with (PEB) WT Value Package.)
FHS	E85 FlexFuel capable of running on unleaded or up to 85% ethanol (Requires Crew Cab or Double Cab model and (L82) 5.3L EcoTec3 V8 engine.)
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines. Not available with (L3B) 2.7L Turbo engine.)
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L82) 5.3L EcoTec3 V8 engine.)
KW7	Alternator, 170 amps (Included and only available with (L82) 5.3L EcoTec3 V8 engine or (L84) 5.3L EcoTec3 V8 engine.)
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package. On Regular Cab models requires (PCV) WT Convenience Package, (ZLQ) WT Fleet Convenience Package or (PEB) WT Value Package.)
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper and (E63) Durabed, pickup bed. Included with (PQA) WT Safety Package.)
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)
DLF	Mirrors, outside heated power-adjustable (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
AQQ	Remote Keyless Entry, with 2 transmitters (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package, (ZLQ) WT Fleet Convenience Package or (RGE) Safety Confidence Package.)
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)
СТТ	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" Work Truck (</ Complete)

OPTIONS	([†] Denotes a Custom Equipment Option)
CODE	DESCRIPTION
5H1	Key equipment, two additional keys for single key system. Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete.)
Top [†]	Fiberglass Camper with Solid opening side panels [†]
	Options Total

Standard Equipment

Mechanical	
	Durabed, pickup bed
	Engine, 2.7L Turbo (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm) Includes (KW5) 220-amp alternator. (STD) (Not available with (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine or (L84) 5.3L EcoTec3 V8 engine.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo engine.)
	Automatic Stop/Start (Not available with (L82) 5.3L EcoTec3 V8 engine.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Frame, fully-boxed, hydroformed front section
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
	Tires, 255/70R17 all-season, blackwall (STD)

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Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" Work Truck (
Complete)

Exterior	
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Recovery hooks, front, frame-mounted, Black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Grille (Black bars and mesh inserts.)
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Taillamps, with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, locking utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered.)
	Tailgate, gate function manual, no EZ Lift
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass- through to phone, wired Apple CarPlay and Android Auto capable. (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone, connectivity to vehicle infotainment system
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage (STD)
	Seat trim, Vinyl

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Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" Work Truck (
Complete)

Interior	
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models.)
	Window, power front, passenger express down (Standard on Crew Cab and Double Cab models.)
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power (Standard on Crew Cab and Double Cab models.)
	Power outlet, front auxiliary, 12-volt
	USB ports, 2 (first row) located on instrument panel
	Air conditioning, single-zone manual, semi-automatic
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2022 Chevrolet Silverado 1500 LTD (CK18543) 4WD Crew Cab 147" Work Truck (</ Complete)

Safety-Interior	
	Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Rear Vision Camera
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)
WARRANTY	
	Warranty Note: <<< Preliminary 2022 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles Maintenance Note: 1 Year/1 Visit

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QUOTATION

275000186

Bill To: Pineville Morrow NC Volunteer Fire Dept PO Box 574 Pineville, NC 28134-0574

Contact:

Contact #:

Page 1

ltem 7.

Ship To: Pineville Morrow NC Volunteer Fire Dept 108 Church Street Pineville, NC 28134-6511

Contact: CODY DAVIS Contact #:704-889-7575

Date: 08/23/2021		Customer #: 107515	Customer #: 107515 Terms:		NET 30 DAYS			
Qty	ltem	Description	Description		Unit Price	Extended		
1	VI-FR	VEHICLE INS/REM LABOR ONLY	VEHICLE INS/REM LABOR ONLY					
1	HDWKIT	Hardware Kit		EA	75.00	75.00		
1	ETSA482CSP		nERGY® 400 Series Multi-Function Siren w / Button Control, 10-16v - for two 100 w att speakers			396.00		
2	ETSS100N	100N Series Composite Speaker w/ U al Bail Bracket - 100 watt	100N Series Composite Speaker w/ Univers al Bail Bracket - 100 watt					
1	ETSKLF200		LF Aftershock Siren System, includes: (2) 100 Watt Speakers, 200 Watt Amplifier & Universal Brackets					
8	EMPS2QMS4D	18" hard wire w/ sync option, SAE Cla	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing					
4	EMPS2STS4D	8" hard wire w/ sync option, SAE Class	mpower® 4" Fascia Light w/ Stud Mount, 1 8" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing,			784.00		
4	PMP2BKDGAJ		90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black		12.00	48.00		
1	425-6445	CONSOLE STANDARD WIDE BODY		EA	550.00	550.00		
		Face plates 425-6403 425-6295 425-6053 - x2						
1	425-6659	Silverado "T1" 1500 19+ / Silverado 25 20+ (28" FLP - Front/Rear Legs)	Silverado "T1" 1500 19+ / Silverado 2500 20+ (28" FLP - Front/Rear Legs)			212.58		
1	425-6652	12V OUTLET 3" FP	12V OUTLET 3" FP		54.54	54.54		
1	425-3704	ABS Dual Cup Holder Faceplate Mour	nt (4")	EA	57.88	57.88		
1	425-6260	Armrest - Upper Structure (7.75" x 8" > 8")	(EA	70.12	70.12		



MOBILE COMMUNICATIONS AMERI 4800 REAGAN DR CHARLOTTE, NC 28206 Phone: 704-597-5220 Fax:

Item 7.

QUOTATION

Page 2

275000186

Bill To: Pineville Morrow NC Volunteer Fire Dept PO Box 574 Pineville, NC 28134-0574

Ship To: Pineville Morrow NC Volunteer Fire Dept 108 Church Street Pineville, NC 28134-6511

Conta	ct:			Con	tact:	CODY DAVIS
Conta	ct #:			Con	tact #	704-889-7575
-	00/00/0004	-				

D	Date: 08/23/2021 Cu		stomer #: 107515 Terms: N		NET 30 I	NET 30 DAYS			
Qty	Item		Description		U/M	Unit Price	Extended		
)			·			
1	67035		SPDT 12V 85A INSULATED CONTIN		EA	70.00	70.00		
1	25578		FUSE PANEL, ATC 10 POSITION / 1		EA	36.39	36.39		
1	76615		DEL CITY 100 AMP MANUAL RESET HI-AMP CIRCUIT BREAKER, 1/4" STU	`	BL EA	65.00	65.00		
1	EMPLB00LZD-O	FH	55" mpower lightbar 21+ Silverado R/W	//A	EA	2,410.00	2,410.00		

Accepted By: Please contact customer representative by phone or email with any questions: Subtotal : \$9,017.51 Customer Rep: Ron Nichols Tax : \$653.77 Phone #: Total Quote : \$9,671.28 ronnichols@callmc.com Email:

Date:



MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS

MCA" & "Company" shall mean Mobile Communications America, Inc. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: Mobile Communications America, Inc.'s acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such



Item 7

amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Delaware and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Delaware. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

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STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 Net within 30 days after date of invoice.
 - Over \$50,000.00 require the below Milestone payments:
 - 40% down at order entry 50% at shipment

Communications

10% within 30 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

NON-STANDARD PAYMENT TERMS: Subject to convenience fees.

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

LATE FEES:

в.

If payment is outstanding after a 7 day grace period, 1.5% of the total past due amount will be added to the balance.

All quotations reflect U.S. Dollars.

All payments must be made in U.S. funds.

TAXES: The prices stated in this order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Delaware. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

A. <u>COPYRIGHT AND MASK WORKS</u>: Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment

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tinity associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such

Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

- B. **<u>REVERSE ENGINEERING</u>**: Oustomer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.
- C. LOGOS AND TRADEMARKS:

Communications

The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

- LIMITATIONS OF MCA LIABILITY: Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT Α. AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.
- INSURANCE: It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.
- C. NO REPRESENTATIONS: MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- WARRANTY AND DISCLAIMED WARRANTIES: As part of the Agreement MCA has provided Customer with the equipment D. Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day. warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 10/21/2021

Re: LWCF Grant

Overview:

In 2019 Kristy Detwiler wrote a grant to purchase property to expand our park system. The grant was supposed to be awarded in the spring of 2020 but got delayed until the Fall of 2021 due to COVID-19. The grant was written for property at the end of Lake Drive.

The Town requested the State to allow us to purchase the property prior to the award of the grant because of interest in the property. At the time, the State said that if the Town preemptively purchased the property we would not qualify for the grant when it was awarded. Due to the delay is award notification and other circumstances the property was purchased by someone else.

Council needs to have a discussion of if they want to approach the current property owner to see if they would be willing to sell, identify potential new properties and approach the State to see if we could purchase them, or notify the State that we cannot use the grant proceeds anymore.

Other potential properties are:

- 1. Parcel on Goodsell Court identified in the PARC Masterplan
- 2. 813 Main Street This is Floodway property that is adjacent to Jack Hughes Park. It could be used for passive recreation amenities and maybe a small amenity area if allowed.
- 3. Other parcels strategically located next to existing parks or areas identified in the PARC Masterplan.

Attachments:

Notice of Grant Award



North Carolina Division of Parks and Recreation

Governor Roy Cooper

Secretary D. Reid Wilson

September 28, 2021

John Edwards, Mayor Town of Pineville PO Box 249 Pineville, NC 28134

Dear Mr. Edwards:

As North Carolina's State Liaison Officer, I am pleased to announce that you and the citizens of the Town of Pineville were recommended to receive a grant from the federal Land and Water Conservation Fund (LWCF). Thank you for your efforts to make your community, as well as North Carolina, a better place to live. Parks and recreation provide many benefits for our citizens, from better health to cleaner air and water.

After completing a final application and approval by the National Parks Service, the Town of Pineville has received a grant for \$175,000 to fund the acquisition of the Lake Drive Property. The grant period will begin on October 1, 2021. Staff from the North Carolina Parks and Recreation division will be sending additional details and information needed to proceed with your project.

We are excited about the potential of this project and look forward to working with you to make these resources available to your community. Congratulations!

Sincerely,

wayne Patterson

Dwayne Patterson

cc: Kristy Detwiler, Town of Pineville Antionette Moyer, Regional Consultant

Dwayne Patterson, Director NC Division of Parks and Recreation 1615 MSC - Raleigh, NC 27699-1615 919.707.9300 / ncparks.gov

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 10/21/2021

Re: Civil Unrest Team

Overview:

Chief Hudgins would like to discuss with you purchasing equipment for a Civil Unrest Team. Mecklenburg County, like the rest of the State, is standing up a Civil Unrest Team. CMPD would like participation from each of the localities in Mecklenburg County on this team. The training is going to begin soon so if we are going to participate with CMPD on this we need to purchase the equipment.

Chief Hudgins briefly spoke about this at the Budget Meeting, but did not provide a quote or any particulars. If approved it would be taken out of Special Operations Restricted.

Attachments:

Quote on Equipment



Columbia, SC 29212

Contact

SALES QUOTE

Item 9.

3/15/2021

SQ-350635 4961 Broad River Rd. Suite B Ship To PINEVILLE POLICE DEPT. TOBY CALHOUN 427 MAIN STREET PINEVILLE NC 28134 te ed 21)AM ount 8.00 8.99 0.00

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer

PINEVILLE NC 28134

PO BOX 249

PINEVILLE POLICE DEPT.

ATTN: ACCOUNTS PAYABLE

Tel: (704)889-2291,(704)889-1575

	(704)889-2291,((704)889-2300	/04)889-1575						
	Account	Terms	Due	Date	Account	Rep	Scl	nedule Date
	PINEV	NET 30 Days	 4/14	/2021	Zachary 1	Parke	3	3/15/2021
ç	Quotation	PO #	Refe	rence	Ship V	IA	Page	Printed
S	SQ-350635		GAL	JUSKI	FACTORY D	IRECT	1	3/16/2021 9:23:40AM
	Item / Model / I Description	Brand	Qty		Price UM	Disco	unt %	Amount
2	Avon 70501-18 AVO726063 / A	A33612901653 / AVON 8 C50 APR Assembly Medium 33616924808 / AVON 3 Filtration CTCF50 Riot Agent	1		\$348.00 EA \$168.99 EA).00	\$348.00 \$168.99
3.	AVO7260132 /	A33617866916 / AVON Storage And Carriers Universal	1		\$40.00 EA	Ş(0.00	\$40.00
ARE	CORRECT BEFORE S	THE PART NUMBERS AND DESCRIPTIONS SUBMITTING YOUR ORDER. AY APPLY TO RETURNED ITEMS.	ax Detai CMECK725 \$		Taxable			\$556.99
**FREIGHT WILL BE ADDED TO ALL INVOICES. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.				Total Tax Exempt Total			\$40.38 \$0.00 \$597.37	
					Balance			\$597.37
								41



SALES QUOTE

ltem 9.

800 Clanton Road Suite T Charlotte, NC 28217

4961 Broad River Rd. Suite B Columbia, SC 29212 3/

3/1/2021

SQ-349551

Customer		Contact			Ship To				
PINEVILLE POLICE DEPT. ATTN: ACCOUNTS PAYABLE PO BOX 249 PINEVILLE NC 28134 Tel: (704)889-2291,(704)889-1575 Fax: (704)889-2300					PINEVILLE PO TOBY CALHOUN 427 MAIN STRI PINEVILLE NC	EET			
Account		Terms	Due	Date	Account	Rep	Sch	edule Date	
PINEV	NET	30 Days	3/31	/2021	Zachary	Parke	3	3/1/2021	
Quotation		PO #	Refe	rence	Ship V	IA I	Page	Printed	
SQ-349551			BO	YTER			1	3/3/2021 11:49:10AM	
L Item / Model / Description	Brand		Qty		Price UM	Discou	nt %	Amount	
Monadnock EX	792298001905 / 1 T CP XL-XXL ExoTe	1		\$198.60 EA	\$O.	.00	\$198.60		
	-XXL 792298001844 / M T CP M-L ExoTech		l cor		\$198.60 EA	\$0.	00	\$198.60	
5 MON1348830 / Monadnock MS	792298003497 / 1 B XL-XXL MOLLE S		1		\$35.40 EA	\$0.	00	\$35.40	
	792298003480 / 1 B M-L MOLLE Sleev		1		\$35.40 EA	\$O.	00	\$35.40	
7 MON1348832 /	792298003510 / M C M-L MOLLE Sleev	IONADNOCK	1		\$35.40 EA	\$0.	00	\$35.40	
9 MON1348602 / Monadnock MB	792298001332 / M B TG XL-XXL MOLLI nd Groin Protecto	E Battle Belt	1		\$71.61 EA	\$0.	00	\$71.61	
10 MON1348601 / Monadnock MB	792298001325 / M B TG M-L MOLLE Ba oin Protector M-1	:h		\$71.61 EA	\$0.	00	\$71.61		
12 MON1348076 /	792298001967 / 1		1		\$59.59	\$0.	00	\$59.59	
**PLEASE VERIFY THA ORDER.	AT THE PART NUMBERS A	ND DESCRIPTIONS A	ARE CORRECT BEFORE	SUBMITTI:	NG YOUR	Page	1		
**RESTOCKING FEES N	MAY APPLY TO RETURNED	ITEMS.				Sub Tot	al	\$706.21	
**FREIGHT WILL BE A	ADDED TO ALL INVOICES								
**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.									
**QUOTE IS GOOD FOR	R 30 DAYS.								



SALES QUOTE

ltem 9.

800 Clanton Road Suite T Charlotte, NC 28217

4961 Broad River Rd. Suite B Columbia, SC 29212 SQ-349551

3/1/2021

	Customer		Contact			Ship To			
AT PC PI Te	NEVILLE POLICE D TN: ACCOUNTS PA BOX 249 NEVILLE NC 28134 1: (704)889-2291 x: (704)889-2300	YABLE				PINEVILLE PO: TOBY CALHOUN 427 MAIN STRI PINEVILLE NC	EET		
	Account		Terms	Due	Date	Account	Rep	Sch	edule Date
	PINEV	NET	30 Days	3/31	/2021	Zachary 1	Parke	3	3/1/2021
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	SQ-349551			во	YTER			2	3/3/2021 11:49:10AM
L	Item / Model Description	/ Brand		Qty		Price UM	Disco	unt %	Amount
1	Protector X MON1348070 Monadnock E M-L MON1351307	XT SF XL-XXL ExoTe L-XXL / 792298001882 / I XT SF M-L ExoTech / 792298004456 / I oID 3x9 Police ID	r 1		EA \$59.59 EA \$6.50 EA		0.00	\$59.59 \$6.50	
	<pre>(one for fr. 6 7 HYDRATION S 8 MON1011080 Monadnock H 9 0 GLOVES: 1 PRODUCT Hatch HMG10</pre>	ont of riot suit) YSTEM: / 050472039008 / I UEX100 Hydration : 0FR Mechanics Glov	MONADNOCK System Black	1 MEX		\$40.91 EA \$30.00 EA		0.00	\$40.91 \$30.00
2	3 SWAT BAG: 4 HATG3BK / 0 Hatch G3 Gi	TBD 50472010168 / HAT(ant SWAT Bag Blac	1		\$70.00 EA	ŞI	0.00	\$70.00	
	*PLEASE VERIFY TH RDER.	HAT THE PART NUMBERS A	ND DESCRIPTIONS A	RE CORRECT BEFORE	SUBMITTI	NG YOUR	Page	2	
*	*RESTOCKING FEES	MAY APPLY TO RETURNED	ITEMS.				Sub To	tal	\$207.00
	**FREIGHT WILL BE ADDED TO ALL INVOICES. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.						Runnin Sub To		\$913.21
*	*QUOTE IS GOOD FO	DR 30 DAYS.							



SALES QUOTE

Item 9.

800 Clanton Road Suite T Charlotte, NC 28217

4961 Broad River Rd. Suite B Columbia, SC 29212 3/1/2021

SQ-349551

Customer PINEVILLE POLICE DEH ATTN: ACCOUNTS PAYA PO BOX 249 PINEVILLE NC 28134 Tel: (704)889-2291, Fax: (704)889-2300	ABLE		Ship To PINEVILLE POL TOBY CALHOUN 427 MAIN STRE PINEVILLE NC	ET	
Account	Terms	Due Date	Account	Rep 5	Schedule Date
PINEV	NET 30 Days	3/31/2021		-	3/1/2021
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SQ-349551		BOYTER		3	3/3/2021 11:49:10AM
L Item / Model / Description	Brand	Qty	Price UM	Discount %	
27 PRODUCT MONADNOCK 13 20X36 Police 28 29 POUCHES:	49176 2036C PCKPR II Cstm/Cmfrt Decal	1	\$229.92 EA	\$0.00	\$229.92
30 PAP1219671TP	10A A, Side Arm Magazine Pouch,	1	\$24.00 EA	\$0.00	\$24.00
31 PAP1219671TP	21 , Radio Pouch, Universal, BLACK	1	\$26.00 EA	\$0.00	\$26.00
<pre>32 PAP1219671TP Protech TP191 Horizontal, 1 33</pre>	B, Utility Pouch, 4" X 8",	1	\$24.00 EA	\$0.00	\$24.00
<pre>34 HELMETS: 35 PAP1220976FC</pre>		1	\$293.33	\$0.00	\$293.33
36 PAPPTAHSR2SP	a 4 4-Bolt Full-Cut / PAP Suspension System with Team Wendy	1	EA \$152.00 EA	\$0.00	\$152.00
38 FACE SHIELDS 39 PAP1003033 /		1	\$51.43 EA	\$0.00	\$51.43
**PLEASE VERIFY THA ORDER.	T THE PART NUMBERS AND DESCRIPTIONS ARE CORRE	SCT BEFORE SUBM	ITTING YOUR	Page	3
**RESTOCKING FEES M	AY APPLY TO RETURNED ITEMS.			Sub Total	\$800.68
	DDED TO ALL INVOICES.			Running Sub Total	\$1,713.89
**PRICES QUOTED ARE	BASED ON PAYMENT BY CHECK OR CASH.				



SALES QUOTE

ltem 9.

800 Clanton Road Suite T Charlotte, NC 28217

4961 Broad River Rd. Suite B Columbia, SC 29212 SQ-349551

3/1/2021

Cust	omer		Contact			Ship To			
ATTN: ACC PO BOX 24 PINEVILLE Tel: (704	NC 28134					PINEVILLE PO: TOBY CALHOUN 427 MAIN STRI PINEVILLE NC	EET		
Acc	ount		Terms	Due	Date	Account	. Rep	Sch	edule Date
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Quot	ation		PO #	Refe	rence	Ship V	/IA	Page	Printed
SQ-3	49551			BO	YTER			4	3/3/2021 11:49:10AM
	/ Model / ription	Brand		Qty		Price UM	Disco	unt %	Amount
40 PAP1 Prot	169572 Lech Pauls	Mount 8 inch son DK6-X .250AF:		1		\$142.86 EA	\$(0.00	\$142.86
41 PROI PAP	PAP 11350362 Laser Protective Film 1.5" X 12.5"					\$43.33 EA	Ş	0.00	\$43.33
44 MON1 Mona 66.0	adnock 280	792298008690 / 1 01 Length Open - ght - 13 oz	26 Inch -	1		\$12.69 EA	\$(0.00	\$12.69
45 MON1 Mona 91.4 1 1- Gri	gth, Hardu 152577 / adnock 280 44cm Weig -4 Inch - p - Ring	n Grip Locking wood BLACK 792298012437 / I 00-Black Length (ght - 18 oz) 3.2cm Grip Locking I wood BLACK	MONADNOCK Dpen - 36 Inch - 51kg Diameter -	1		\$23.60 EA	\$(0.00	\$23.60
	ON OPTION: LOOOO35 /	S: (POLY) 792298007204 / 1	MONADNOCK	1		\$43.28	\$(0.00	\$43.28
**PLEASE ORDER.	VERIFY THA	T THE PART NUMBERS A	ND DESCRIPTIONS ARE	CORRECT BEFORE	SUBMITTI	NG YOUR	Page	4	
**RESTOC	KING FEES M	AY APPLY TO RETURNED	ITEMS.				Sub To	tal	\$265.76
**FREIGH	T WILL BE A	DDED TO ALL INVOICES					Running Sub To		\$1,979.65
**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.									
**QUOTE IS GOOD FOR 30 DAYS.									



SALES QUOTE

Item 9.

800 Clanton Road Suite T Charlotte, NC 28217

4961 Broad River Rd. Suite B Columbia, SC 29212

3/1/2021

SQ-349551

Customer PINEVILLE POLICE DEI ATTN: ACCOUNTS PAYA PO BOX 249 PINEVILLE NC 28134 Tel: (704)889-2291, Fax: (704)889-2300	ABLE	Contact		PINEVILLE PO TOBY CALHOUT 427 MAIN ST PINEVILLE NO	DLICE DEPT. N REET	
Account		Terms	Due Da	ate Accoun	t Rep S	chedule Date
PINEV	NET	30 Days	3/31/2	2021 Zachary	Parke	3/1/2021
Quotation		PO #	Refere	nce Ship	VIA Pa	ge Printed
SQ-349551			BOYTI	ER	5	3/3/2021 11:49:10AM
L Item / Model / Description	Brand		Qty	Price		Amount
<pre>Weight - 21. Inch - 3.2cm Grip - Plai Length, Poly 9 MON1000036 / Monadnock 20 91.44cm Wei 1 1-4 Inch - Grip - Knur Length, Poly 50 51 BATON ACCESS 52 MON1000185 / Monadnock 27 53 BIA740414414</pre>	h Open - 26 Inch 6 oz61kg D: n Grip Locking carbonate BLACK 792298007211 / H 04 - MP36 Length ght - 30 oz8 3.2cm led Grip Lockin carbonate BLACK ORIES: 792298008652 / H 12 PSL HG Grommet / 013527144140 , ATON RING FITS 2	iameter - 1 1-4 Method - Fixed MONADNOCK Open - 36 Inch 35kg Diameter ng Method - Fix MONADNOCK 5 / BIA		\$61.14 E7 \$4.80 E7 \$7.09 E7	\$0.00 A \$0.00 \$0.00 A \$0.00	\$4.80
ARE CORRECT BEFORE **RESTOCKING FEES M **FREIGHT WILL BE A	AT THE PART NUMBERS A SUBMITTING YOUR ORDE MAY APPLY TO RETURNED ADDED TO ALL INVOICES BASED ON PAYMENT BY & 30 DAYS.	R. ITEMS.	Tax Details NCMECK725 \$14		ĸ	\$2,052.73 \$148.82 \$0.00 \$2,201.55 \$2,201.55 46

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 10/21/2021

Re: Police Officer Firearms Qualification Score

Overview:

Chief Hudgins would like to discuss with Council why he would like to change the Town's qualification score for firearms from an 80 to a 70. The State of North Carolina sets the State minimum standard at a 70 and this is the standard that most BLET Schools use.

Attachments:

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Memo from Chief of Reasoning from Change





Memo

To:	Ryan Spitzer, Town Manager
From:	Michael Hudgins, Chief of Police
CC:	Roxy McMahon, Senior Administrative Assistant
Date:	10/22/2021
Re:	Weapons Qualification Scores

Sir, at your request I looked into why and when we moved our weapons qualification score from the state standard of 70% to 80%. In addition, I will provide you with justifications of why it is prudent to move our qualification scores to the state standard of 70%.

To inquire on why and when our department moved our qualifying scores from the state standard of 70% to 80%, I spoke with three senior employees, Detective Hinebaugh, Captain Copley, and Lieutenant Boyter. I received three different responses on why the change was made and three consistent answers on who made the decision.

Detective Hinebaugh stated the change was made by Retired Captain Calhoun under the authority of Retired Chief Merchant. The reasoning for the change was so employees could exceed expectations. Similarly, Captain Copley, stated the change was initiated by Retired Captain Calhoun under the authority of Retired Chief Merchant. However, he could not recall the rationale for the change. On the other hand, Lieutenant Boyter stated the following in an email: "*It has been several years since we changed at least 10 or more. I know one of the reasons was a study on officers involved in a real shooting drop their accuracy down 20% or more from their qualifications score. We felt that increasing the qualification score would help if we had an OIS the officer would have better odds of hitting the suspect stopping the threat sooner and lower the liability of missed shots."*

Taking a similar route to Lieutenant Boyter, I reviewed several peer-reviewed studies to evaluate the efficacy of our weapons qualifications score. A review of the peer-reviewed research shows police officers' firearm hit accuracy during deadly force encounters is very low and has not improved over the years. For instance, a study in 2006 (Morrison) found the hit rate to be around 20% between the 1970s to the 1990s. Another study in 2003 (Aveni) observed a hit rate of 15%. Finally, the Las Vegas Police Department had hit rates of 44%, 30%, 41%, 23%, 27%, 33%, and 52% from 2008 to 2015.

In another peer-reviewed article, the research showed an officers' ability to hit their target in a citizen confrontation is **not correlated with their qualifications score**. For example, the authors in the article "Police Handgun Qualification: Practical Measure or Aimless Activity?" states: As to the central issue considered herein – the type and degree of relationship between training operationalized as qualification and observed field performance – Alpert (1989, cited in Geller and Scott, 1992, p. 104) found for the Metro-Dade Police Department that, "there is no relation between shots fired that hit their targets and the officer's qualifying score". In basic agreement, McGee (1981) – then chief firearms instructor

for the New York City Police Department – was unable to find a "clear connection" between range scores and bullet hit rates following his examination of field shootings in the 1970s.

As you may recall, several months ago I instructed our trainers to move towards force on force training, which is the "gold standard" for training officers on how to respond to use of force incidents. The rationale for implementing this training is peer research shows this is the best means to improve use of force decision-making and marksmanship of our officers. For instance, in the article "Acquisition of Marksmanship and Gun Handling Skills Through Basic Law Enforcement Training in an American Police Department" the author stated the following: *The Police Training Institute firearms course consisted mainly of shooting at an immobile target, which is a familiar and predictable environment. This training allowed police recruits to acquire and develop the basic skills of marksmanship and gun handling, as has been demonstrated in this study. These skills are necessary but not sufficient for good performance in an actual shooting situation. A real-life shooting incident requires four major skills: (1) the ability to handle a 'shoot/don't shoot decision, (2) marksmanship and gun handling skills, in a potentially life-threatening, high stress, situation.*

In summary, weapons qualifications are good for basic skills of marksmanship, however, peer research clearly shows that weapons qualification scores are not good predictors of who will shoot well in deadly force encounters and weapons qualifications are an insufficient means in developing the skills necessary to perform well in a shooting incident. Internally, we are employing the best practice to improve decision making and marksmanship during use of force encounters, force on force training.

Based upon independent peer-reviewed research, there is not a bonified reason to raise the weapons qualification scores above that of the state. Based upon this, I feel it is justified to move the department's qualification score to the state standard of 70%.





Memo

Re:	Council Presentation: Spend Asset Forfeiture Funds on Civil Unrest Equipment
Date:	10/22/2021
CC:	Roxy McMahon, Senior Administrative Assistant
From:	Michael Hudgins, Chief of Police
To:	Ryan Spitzer, Town Manager

Earlier this year the North Carolina Sheriffs' Association presented a plan for a Statewide Response to Civil Unrest. This plan was presented to the Mecklenburg Sheriff and all of the Chiefs of Police in Mecklenburg County for review and input. The plan called for the creation of regional (Countywide throughout the state) Civil Unrest Teams. Each regional team would be comprised of officers from every police agency in the county (Sheriff's Office, six Town Police Departments, and Charlotte-Mecklenburg PD).

The benefits of having regional Civil Unrest Divisions in every county in the state are numerous. For instance, the Sheriff's Association's model will have trained and equipped personnel in every jurisdiction in the county, and every asset will be available to assist both locally and regionally throughout the state. Training and equipment would be standardized for each county, which makes deployments seamless and interchangeable. Also, it would fill a **need** in the Pineville Police Department; we have no Civil Unrest gear, no one trained on how to respond to civil unrest, and no subject matter expert on how to properly respond to Civil Unrest incidents.

The proposal for Region 4, Mecklenburg County, is the Towns will form a platoon, which is 60 officers. To reach this goal, each town will provide 10 officers plus one supervisor, which forms a fully functional squad. Larger agencies such as CMPD and MSO would provide a stand-alone platoon.

The Town of Pineville is currently a member of a Regional Mutual Aid Agreement that includes 64 jurisdictions, nine County Sheriff's Departments and 55 Police Departments. The Regional Mutual Aid Agreement includes all police/sheriff agencies in Mecklenburg County. This MOU can be used to make requests for assistance in dealing with civil unrest incidents.

"What are the operational guidelines etc for the regional unit?" The department will create a policy governing its mobilization and response to Civil Unrest incidents.

Training for our squad is free, we will be trained by CMPD. The cost to outfit our squad (10 officers + 1 supervisor) is approximately \$25,812.70. This includes the following:

Upper Body/Chest Protector with Sleeves,	\$198.60
MOLLE Sleeve for Chest,	\$35.40
3x9 POLICE patch	\$6.50
MOLLE Battle Belt and thigh,	\$71.61
Shin guards	\$59.59
Hatch Mechanix Gloves	\$30.00
Hatch G3 Gear Bag	\$70.00
8" .250 Face shield	\$142.86
Protech Laser Film for DK6	\$43.33
20x36 Shield	\$229.92
Dual Pistol Pouch	\$24.00
Radio Pouch	\$26.00
Utility Pouch Horizontal	\$24.00
Hydrations pouches	\$40.91
Balistic Helmet	\$293.33
suspension system	\$152.00
36" wood Baton	\$23.60
holder/rings	\$11.89
Gas mask	\$348.00
Gas mask bag	\$40.00
4 pack filters	\$168.99





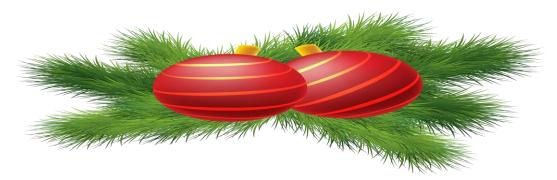
Item 14.

HAPPY THANKSGIVING !

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9 6:30 COUNCIL MTG @ THE HUT	10	11 VETERANS DAY	12	13
14	15	16	17	18	19	20
21	22 6:00 WORK SESSION @ PCS BLDG	23	24	25 THANKSGIVINIG HOLIDAY	26 THANKSGIVINIG HOLIDAY	27
28	29	30				



Item 14.



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 6:30 COUNCIL MTG @ THE HUT	15	16 3:30 TELEPHONE MTG @ PCS	17	18
19	20	21	CHRISTMAS PARTY	CHRISTMAS HOLIDAY	CHRISTMAS HOLIDAY	25
26	CHRISTMAS HOLIDAY	28	29	30	31	