



**TOWN COUNCIL REGULAR MEETING  
PINEVILLE HUT MEETING FACILITY - (VIRTUAL)  
TUESDAY, FEBRUARY 09, 2021 AT 6:30 PM**

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**AGENDA**

**CALL TO ORDER**

**Pledge Allegiance to the Flag (LG)**

**Moment of Silence**

1. **Census Recognition** - The US Census Bureau thanked and recognized the Town for its participation in making the 2020 Census a success. Town would now like to recognize resident Troy Fultz for the outstanding job he did on the Mecklenburg County 2020 Census Committee.

**ADOPTION OF AGENDA**

**APPROVAL OF THE MINUTES**

2. **Approval of the Minutes from the January 12, 2021 Regular Council Meeting and the January 25, 2021 Work Session and Closed Session Minutes.**

**CONSENT AGENDA**

3. **Resolution No. 2021-02** - to surplus a 1991 Ford F600 no longer needed in Electric Department and equipment in the Public Works Department.
4. **Proclamation for Presidents' Faith Awareness Month**
5. **Revenue and Finance Reports as of 1/31/21**
6. **Annual Audit from Marin, Starnes & Associates** - Each year Council must approve a contract to perform the annual financial audit.

**PUBLIC COMMENT**

**PUBLIC HEARING**

7. **Public Hearing for a PSA for Old Police Lot and Other Parcel Options** (*Ryan Spitzer*) - Public Hearing to present a Purchase/Sale Agreement with US Developments (**INFORMATIONAL**).

**OLD BUSINESS**

8. **Board Appointments** - Council to complete appointments to Planning Board, Board of Adjustment and Arts and Science Council (**ACTION ITEM**).

**NEW BUSINESS**

9. **Council Vote on PSA with US Developments and Approve Resolution No. 2021-03** (*Ryan Spitzer*) - Once public hearing is over, Council will need to vote on the agreement along with Resolution No. 2021-03 (**ACTION ITEM**).
10. **Adoption of Mobility Plan** (*Travis Morgan*) - Kimley-Horn will make a short presentation to the public after which Council will need to vote on adoption of the plan (**ACTION ITEM**).
11. **Budget Amendment** (*Ryan Spitzer*) - a budget amendment will be presented for the Electric Department for installation of power lines along Downs Rd. (**ACTION ITEM**).
12. **Organizational Structure/K-9 Officer for Police Department** (*Chief Hudgins*) - Chief Hudgins will be present to discuss proposed organizational structure and K-9 Officer for the Police Department (**INFORMATIONAL**).

# SPEAKER SIGN-UP SHEET

## TOWN COUNCIL MEETING

### OF FEBRUARY 9, 2021

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

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

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

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

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# Memorandum



**To:** Mayor and Town Council

**From:** Barbara Monticello

**Date:** 2/4/2021

**Re:** CENSUS RECOGNITION

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The US Census Bureau has recognized the Town of Pineville as a member of the 2020 Census Community Partnership and Engagement Program and has thanked the town for its efforts in making the 2020 Census a successful one. This would not have been possible if it weren't for the assistance of resident, Troy Fultz, who volunteered his time to be on Mecklenburg County's 2020 Census Committee.

We would like to recognize Mr. Fultz for his time and effort for participating on this committee and formally thank him for a job well done. It is never easy to coordinate a monumental task such as the US Census, but without volunteers to assist in streamlining the process and getting the word out, it would be impossible.

Census workers particularly, face many hurdles in obtaining accurate population counts, but in addition to those barriers, this past year presented a challenge that no one could have predicted. To fulfil a statutory obligation to obtain a complete and accurate count of the population of the United States during a major pandemic, is in itself, a major accomplishment. Our thanks to all those that responded to the questionnaire, volunteered their time, or were paid for their efforts to achieve this task, we thank you!

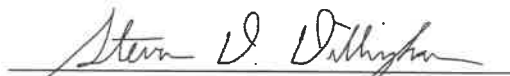
United States®  
**Census  
2020**

*Thank  
you*

THE U.S. CENSUS BUREAU HEREBY RECOGNIZES

**Town of Pineville**

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census.



Dr. Steven D. Dillingham, Director  
U.S. Census Bureau





## **MINUTES**

### **CALL TO ORDER**

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

### **Pledge Allegiance to the Flag (BM)**

Town Clerk Barbara Monticello led everyone in the Pledge of Allegiance.

### **Moment of Silence**

Mayor Jack Edwards reminded all of the passing of Charles Finnison. He also requested we remember our first responders, police, fire, military and other front-line workers. He advised all to keep our heads on straight so that we could all get through this unsteady time together.

Mayor Jack Edwards requested a change in the Agenda. He requested to move the oath of office for the new Police Chief up before the recognition of the retirees as family of the new chief was present and needed to leave as soon as the swearing-in ceremony was over. He also requested to move Item 9 up so that the chief's service weapon and badge could be awarded to him as he was recognized for his years of service.

### **2. Introduction/Swearing In/Oath of Office for New Police Chief, Michael Hudgins**

Mayor Edwards swore the new Police Chief, Michael Hudgins, in to office. Chief Hudgins was sworn in to office with his family present to witness this honor.

### **1. Recognition of Retiring Employees/Presentation of Proclamations:**

- \* Police Chief, Rob Merchant
- \* Parks and Recreation Director, Kristy Detwiler

Mayor Edward presented long-time employee, Kristy Detwiler, with a proclamation and thanked her for her nearly 30 years of service to the Town of Pineville.

Next, Mayor Edwards thanked retiring Police Chief, Rob Merchant, and presented him with a proclamation for his 23 years of service to the Town of Pineville. At this time Mayor Edwards presented Chief Merchant his gun and badge via Resolution No. 2021-01.

Mayor Edwards noted employee, Karen Bennet, had also retired but was unable to attend the meeting. Ms. Bennett spent 10 years in the Finance Department at Town Hall. He recognized her 10 years of dedicated service to the Town of Pineville and thanked her for her years of service.

### **ADOPTION OF AGENDA**

Motion made by Council Member Maxim, Seconded by Mayor Pro Tem Davis to adopt the agenda with the changes mentioned earlier.

Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden.

### **APPROVAL OF THE MINUTES**

### **3. Approval of the minutes from the December 8, 2020 Regular Council Meeting**

Motion made by Council Member Gladden, Seconded by Mayor Pro Tem Davis to approve the minutes from December 8, 2020 as is.

Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden

## CONSENT AGENDA

The consent agenda consisted of the following items:

4. Revenue and Finance Reports as of 12/31/20
5. Proclamation for School Choice Week
6. Tax Refund for \$36.24

Motion made by Council Member Maxim, Seconded by Council Member Stinson-Wesley to adopt the consent agenda as is.  
Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden

## PUBLIC COMMENT

Mayor Jack Edwards read comments provided via email by Jane Shutt of Pineville Neighbors Place. They partnered with Shop with a Cop for 2020 and helped 235 children at Pineville and Sterling Elementary Schools. They also made the holidays happier for 10 Pineville Rehab residents.

Ms. Shutt also noted that Pineville Neighbor's Place helped over 2900 people in 2020 with a total of over a half million dollars in assistance but they no longer had any grant money left. Mayor Edwards urged all to help with donations, if possible, to keep this program going and to support our neighbors in need.

## PUBLIC HEARING

### Public Hearing for a new Townhome Community.

Motion made by Mayor Pro Tem Davis, Seconded by Council Member Gladden to open the first public hearing.  
Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden

7. **Public Hearing for a new Townhome Project** (*Travis Morgan*) Public Hearing to consider a new townhome development located at the northwest corner of NC51 and Downs Rd.

Planning Director, Travis Morgan, opened the discussion stating that the project was an approximate 26.6-acre site requesting a conditional rezoning to RMX (CD) for 166 townhome units on parcels 20504102, 20504116, 20504101, 20504115, 20504103, 20504104 and 20504119. Mr. Morgan reviewed the site plan with Council noting that since the last workshop, they have increased the size and type of planting material to be used, now proposing to go with 10-12 foot Green Giant Evergreens for a hedge along the northern buffer.

Additional items on the plan included:

- Vehicle stacking turn lanes were increased to 100 feet on NC 51.
- Porch size depth is six foot four inches. Our minimum is six feet.
- Minimum driveway depth is 20 feet.
- An allowance has been made to encroach in the rear setback for second floor and higher deck on the rear of each unit. This was determined to be 8' deck setback from rear property line.
- Fiber cement board will be used on the exterior of the homes, along with varied railings and varied roof lines with decorative bracket roof allowances.
- There will be public streets with private alley rollout garbage services.
- Lot size will be 22 feet by 76 feet long. Building measurements are 22 feet wide by 46 feet deep.
- Units will be a "For Sale" townhome product.
- Revised from 175 units to 166 units.
- Railings will be required on all porches and decks.
- Garages will be rear load only with alleys that will be two car-widths wide.

- Other items as shown on submitted plans.

Mr. Morgan noted that the applicant, Jeremy Smith, was present to answer any additional questions.

Mayor Pro Tem Melissa Davis asked if there was information regarding the HOA capping the number of rentals that would be allowed. Mr. Smith with Martin Stanley Homes, stated that it varied anywhere between 5% and 15% on the amount of rentals that would be allowed and added that was usually what was recommended for this type of product. That percentage was recorded in the covenants and the HOA board would need to enforce it.

Mayor Pro Tem Melissa Davis asked what the price point would be on these units. Mr. Smith replied that the price point was in the low \$300's now but he could not guarantee it would be the same when completed. Mayor Pro Tem Davis noted that the cost to remove all the rock on the property might have a negative impact on the quality of the end product and traffic was always a concern that could make matters worse. She asked that Planning Director, Travis Morgan, keep an eye of the construction to be sure it's a quality product.

Council Member Joe Maxim asked about a varied color scheme. Mr. Smith responded that Stanley Martin offered James Hardy Color Plus, which had a wider selection of colors than other builders had. He noted that traffic in and out of the complex will be felt during the rush hours. He asked Mr. Morgan if he was confident that the recommendations made in the traffic analysis were good ones. Mr. Morgan was confident, especially with the stacking lanes and the other improvements and noted the applicant was exceeding the recommendations with the 100' stacking lanes. He added that Mecklenburg County and the NCDOT would both have to review it all as well. The street lights would match the double headed lights on Main/NC 51 but internal lights will be the residential single standard light. Council Member Maxim commented that the Pennies for Progress Program was supposed to help alleviate some of the rush hour traffic with the NC51/SC21 interchange improvements that were supposed to take place but work hadn't even started on it yet.

Council Member Maxim then asked if the Fire Department had looked over the plan as well to which Mr. Morgan replied that they had and added that he would be sure that all the requirements would be met.

Council Member Les Gladden asked about lots #6 and #8 - discussion took place regarding driveways and setbacks. Planning Director Travis Morgan asked what the maximum depth of the rear porch would be. Mr. Smith replied they would be about 8 -10 feet. Discussion continued regarding the size of decks as they relate to the rear setbacks and buffer to adjoining property. Council Member Les Gladden asked that we clear up any discrepancies regarding decks and the rear set-backs. Mr. Morgan assured him he would make sure to nail it down. Council Member Gladden commented to the applicant that any additional parking that could be added to the plan would be a huge benefit as these types of complexes are always struggling for more parking.

There were no further questions or comments. Jeremy Smith thanked Council and staff for working with them on this project. A motion to close the Public Hearing was made at 7:24 p.m. was made by Council Member Gladden, Seconded by Council Member Maxim. Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden

**8. Public Hearing for the Building Center (Travis Morgan)** A Public Hearing to consider plans for improvements to the Building Center located on Industrial Drive.

Motion was made by Council Member Maxim and seconded by Council Member Stinson-Wesley to open the second public hearing at 7:25 p.m. There were ayes by all and the hearing began.

Planning Director Travis Morgan explained the site was a non-conforming one and was hoping to make it conforming. The request was for an addition for an outdoor saw shed located at 10201 Industrial Drive. Mr. Morgan explained that the intention with any non-conforming site, was to try to get it into compliance to make it conforming.

Mr. Morgan explained what was needed and recommended in order to bring this property into compliance, including landscaping and sidewalks. Also, there was an area between two yellow arrows that had extra on-street parking between them which concerned Mr. Morgan. It was a very narrow strip in which they were able to fit the sidewalk in but no landscaping. In lieu of landscaping, they were proposing a 3-foot-high fence but placed in front of the sidewalk, not behind it. If they were approved to do this, wheel stops would be recommended and beneficial but then it becomes a situation of who maintains the fence since it would be in the R-O-W.

The purpose of the shed was to house a specialty saw. The plan also called for additional wax myrtles along Industrial Drive.

Mayor Pro Tem Melissa Davis was opposed to the 3-foot fence and stated it should be on the building side, not the street side. Council Member Les Gladden noted that our ordinance called for decorative fence and what was proposed was not decorative. Additionally, he noted that having it on the outside of the walk would make it look like a private walkway. What they needed to do was to give up the parking for the trucks.

Council Member Joe Maxim had similar comments regarding size and material of the fence and found it to be an issue. Mr. Morgan noted that staff could make that change but we needed to hear from the applicants.

Corey, from the Building Center, discussed using the fence as screening with the material being a recommendation. He added that it was difficult for drivers and trailers to get in there now but to get a 5-foot fence in there would be a real challenge. Mr. Morgan asked if the applicant was agreeable to a decorative metal fence placed on the other side of the sidewalk.

A representative from the Building Center said they were not opposed to a decorative fence or the placement of it. It was the tightening of parking that was the challenge. Mr. Morgan suggested putting bollards in the parking lot.

Discussion on fencing material, placement of it and bollards continued for some time until all seemed agreeable to a vertical curb town standard to help prevent vehicles from driving on the sidewalk along with screen shrubs landscaped behind the sidewalk. Mayor Pro Tem Melissa Davis said she was in favor of the landscaping over the fence. All were in agreement and a motion was made by Mayor Pro Tem Davis, Seconded by Council Member Stinson-Wesley to close the public hearing at 7:58 p.m. Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden.

#### **OLD BUSINESS - none**

#### **NEW BUSINESS**

9. **Award Service Weapon and Badge to outgoing Police Chief, Rob Merchant - (Ryan Spitzer)** Retiring Police Chief, Rob Merchant, will officially be awarded his service weapon and badge via Resolution No. 2021-01.

This item/action was moved to the beginning of the meeting. Outgoing Police Chief Rob Merchant was honored with his badge and gun after the new Police Chief, Michael Hudgins, was sworn in.

10. **Council vote on Townhome Project (Travis Morgan)** - Once Public Hearing is closed, Council must vote on the proposed townhome project to be located on NC51 and Downs Road (**ACTION ITEM**).

After the Public Hearing and discussion regarding the townhome development by Stanley Martin, Council voted.

Motion made by Council Member Maxim, Seconded by Council Member Gladden to approve the townhome project with an 8-foot setback allowance for a rear deck.

Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Motion passed 4-0.

11. **Council Vote on Building Center (Travis Morgan)**. Once the public hearing closed for the Building Center, Council needed to vote on the proposed plans for the Building Center located on Industrial Drive (**ACTION ITEM**).

This item was approved with stipulations: there must be new curbing, sidewalk and landscaping per code and it will be the responsibility of the property owners to maintain it all.

Motion made by Mayor Pro Tem Davis, Seconded by Council Member Gladden to approve the Building Center improvements with stipulations noted above. Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden – all in favor of the improvements as noted.

12. **Approval of 2021 Meeting Schedule (Barbara Monticello)**. Each year in January a schedule of proposed meeting dates should be adopted and approved by Council (**ACTION ITEM**). Mayor Pro Tem Melissa Davis recommended not having a work session in December. Town Manager Spitzer recommended approving the schedule as is until it is closer to the actual date then Council may cancel at that time.



Motion made by Council Member Maxim, Seconded by Council Member Stinson-Wesley to approve the schedule as is. Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Motion passed unanimously.

13. **Board Appointments:** (*Barbara Monticello*) Each year appointments & reappointments to town and county boards and committees are needed (**ACTION ITEM**).

Council agreed to approve all appointments as presented except for Planning Board, Board of Adjustment and the Arts and Science Council spot to give others a chance to apply.

Motion made by Council Member Maxim, Seconded by Mayor Pro Tem Davis to approve all but the three noted above. Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Motion passed.

14. **Covid-19 Leave Extension** (*Ryan Spitzer*) Town Manager to provide information on extending the Covid-19 Leave Regulations (**ACTION ITEM**).

Town Manager, Ryan Spitzer, explained that it had been left to each city/town to decide if they want to extend leave benefits for Covid-19 since the pandemic was still in full-swing. Mr. Spitzer recommended extending the Covid-19 leave benefits for another six months and making them retroactive back to January 1st.

Council Member Gladden asked that Mr. Spitzer speak with each Department Head to be sure everyone was on the same page and knows what the CDC guidelines were as each person may have a different opinion of what "exposure" means. There were loop holes that needed to be closed up. He asked that Mr. Spitzer create a policy, make sure to know what that policy was and that everyone else was aware of what it is.

Mayor Pro Tem Melissa Davis was first to make a motion to accept this proposal to extend Covid-19 leave for six months and make it retroactive back to January 1st, 2021. Motion made by Mayor Pro Tem Davis, Seconded by Council Member Stinson-Wesley. Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden were all in favor. Motion passed unanimously.

15. **Revenue Projections** (*Richard Dixon*) - Finance Director, Richard Dixon will provide information pertaining to projected revenues and budget items (**INFORMATIONAL**).

Finance Director Richard Dixon shared his findings after tracking revenue sources since August of 2020. He was keeping a close eye on it to gauge how much of an impact Covid-19 would have revenues. The only amount that appeared to be lacking was room occupancy tax. However, the town was still running above what they had projected. Ninety percent of the tax revenue shows in the months of December and January and right now we were doing very well compared to what was budgeted last June.

Town Manager, Ryan Spitzer, reminded Council that they had put off some projects because of the possible impact Covid-19 would have on the revenues and that they had agreed to look at them later in the year to determine whether to move forward with them or not. He asked Council if they wanted to allocate the extra one million dollars to anything in particular?

Council Member Joe Maxim noted both Town Manager Spitzer and Finance Director Dixon has done an outstanding job developing a conservative budget during last budget season and praised the team for a job well done. He would prefer to prioritize use of those funds on infrastructure over equipment.

Council Member Les Gladden asked if Mr. Spitzer still had a list of those projects that were put on hold. Manager Spitzer advised he would send it out to Council and that they would continue discussions on the matter at their next Work Session Meeting in January.

## STAFF UPDATE

16. **Manager's Report/Staff Reports**

Mr. Spitzer gave his manager's report:

- A directive issued by Gibby Harris, Mecklenburg County Public Health, recommend the public stay home and not go out but it is not being enforced; it was just a recommendation.

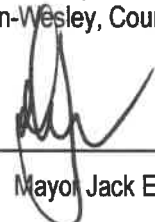
- We will be moving forward with the sale of the old police lot. It is on the agenda for the January Work Session.
- There will be a trailer stationed at the jobsite of the new Town Hall/Library arriving next Monday.
- The Yandell's were putting up new windows in their building today and an easement agreement was drawn up with them.

**17. Calendar of Events for January/February 2021**

**CLOSED SESSION - none**

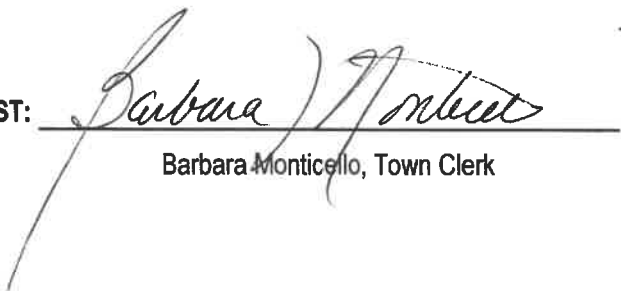
**ADJOURN**

Motion made by Council Member Stinson-Wesley, Seconded by Mayor Pro Tem Davis to adjourn the meeting at 8:30 p.m.  
Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Ayes by all and the meeting adjourned.



Mayor Jack Edwards

**ATTEST:**



Barbara Monticello, Town Clerk





## **MINUTES**

### **CALL TO ORDER**

Mayor Jack Edwards called the meeting to order at 5:58 p.m. All Council Members were present: Mayor Jack Edwards, Mayor Pro Tem Melissa Davis, Council Member Joe Maxim, Council Member Les Gladden and Council Member Amelia Stinson-Wesley. Council Member Les Gladden moved to open the meeting, seconded by Council Member Amelia Stinson-Wesley. Ayes by all and the meeting commenced.

### **DISCUSSION ITEMS:**

1. **Mobility Plan (Brian Elgort) - Kimley-Horn will be in attendance to present a mobility plan for Pineville (INFORMATIONAL).**

Nathaniel Hayward from Kimley-Horn was present via ZOOM to present the Mobility Plan to Council. He reviewed the process of the plan and identified safer measures for multi model transportation. He stated that "these were plans for Pineville by Pineville" and they reflected what residents had asked for in a survey that was conducted last year.

The Mobility Study identified a vision and goals for Pineville - they used a planning process with three components including:

- 1) Vision and Needs Process
- 2) Analysis and Recommendations
- 3) Documentation of all of the above

This represented clear and acceptable information; not made up of a lot of probables or possibles. It was put together using real data with existing conditions and demographics of the town such as commuting distances, economic conditions and age groups and populations in town.

The study identified both bicycle and pedestrian projects that will enhance the town, along with intersection improvements that need to be made for safe crossing. From feedback provided by the public, a project list was created and included in the plan and prioritized. Prioritizing was a critical piece because it ranked the projects in tiers. Almost 200 people responded to the mobility survey that was sent out.

Policies and program recommendations were developed based on three factors:

- 1) Cost
- 2) Time
- 3) Impact on the community

One of the recommendations made was for a multi-use, shared path. It's typically 10 feet wide so it can be shared with both pedestrians and cyclists. Additionally, a Share-O is meant to share the road with vehicles and bicycles. It typically has markings in the roadway indicating a bike lane. Mayor Pro Tem-Melissa Davis asked if the width of sidewalks would need to be increased. Mr. Hayward stated that they would need to be widened and that the DOT can often times assist with such projects.

Mayor Pro Tem Davis stated that she has not seen DOT being very agreeable to assisting the town with such projects. They just didn't have any interest in helping the town. Mr. Hayward stated that by having the Mobility Plan in place, it would give the town leverage in dealing with the DOT because they would see that you had a real plan in place and were committed to improving mobility throughout the town. In response to another question regarding

narrow, older streets, Mr. Hayward did not think it would be a problem because people tended to drive slower on those types of road.

Council Member Joe Maxim asked about overlaying the county's Greenway plans over this plan. Mr. Hayward responded that they did overlay the county's work on top of those things that the town wanted but they did not have enough information on the county's greenways to know when sections would be completed. Their plan was a 20-30 year plan but the town would need to take a look at it against their list of priorities and adjust accordingly.

Council Member Joe Maxim stated concern with the cost to implement these programs. Mr. Hayward suggested partnering with the county or other entities and utilize grant opportunities whenever possible.

Town Manager, Ryan Spitzer, clarified that a separate bike lane would not be installed; it would just be markings on the streets to share with bicyclists so the cost to do that would be minimal. Mayor Pro Tem Melissa Davis asked if restricted funds could be used for these projects to which Mr. Spitzer replied that they could if we could get people staying in our hotels to use the bike lanes, etc.

Council Member Amelia Stinson-Wesley asked if Kimley-Horn was going to get this message out to the public. Town Manager Ryan Spitzer advised we did not contract with them to do public announcements. We can leverage our community partners to help with this. Mr. Hayward added that it goes a long way if you show that you have community support for these projects.

Mayor Edwards and Council thanked Mr. Hayward for the presentation.

**2. Discussion of Revenue Projections (Ryan Spitzer) - Review and discuss whether to move forward with projects that were put off due to Covid-19.**

Town Manager Ryan Spitzer stated the Town's revenues were currently one million dollars over what was projected earlier last year. The only two categories where revenues were down were currently room occupancy tax and storm water services, but overall, revenues look good compared to what had been projected.

Council Member Les Gladden was concerned about the collection of property taxes only at 58% in December but Manager Spitzer stated that typically in years past, most people tended to pay by the end of January and that's when the percentage should increase significantly. He was not necessarily worried about it. Mr. Spitzer stated that we would not make our room occupancy goals but everything else was above what was projected so the town would make up for it in that way.

Fire Chief Mike Gerin, joined the meeting at 7:00 p.m. Mr. Spitzer asked to discuss a possible land purchase for a new Fire Station. There were three pieces of property being considered for a new station:

- The land on the corner of Lowry and Lancaster Highway
- Staying in the location they are in currently but purchasing the piece of property next door
- Ms. Irvin's property near the Waldhorn Restaurant

Chief Gerin said his goal was to be as close to the center of town as possible. The corner of Lowry and Lancaster Highway was his first choice, followed by the location they were currently in, plus additional land next door. The Irvin property was his least favorite.

If Council went with the Lowry/Lancaster property, they would need to purchase Bill Thrower's property and half of the lot belonging to Meadow Creek Apartments (now Pineville Place) in order to make it work so the trucks can pull in one side of the bay and pull out on the other. Mayor Pro Tem Melissa Davis asked Chief Gerin what his Fire Board members felt was the best option. Chief Gerin stated that the board was split 50/50 on the two options.

Council Member Les Gladden stated that if they used the current property, they would need to find temporary housing while the new building was being constructed. Chief Gerin was under the impression that they would remain in the current building while the new one was being built. When it was done, they would move in to it and then demolish the old building. Mr. Spitzer suggested putting more money aside if they went with the Lowry Street property because of it being owned by two separate owners and the topography making it more difficult to construct on. Mayor Pro Tem Davis stated that with all the projects that were delayed, this was priority and should be considered first.

Council Member Les Gladden believed that the Lowry Street parcel would be more expensive to build on because of the topography but a new property may be a better option because the current one might feel like it was piecemealed together. Council Member Joe Maxim agreed that the infrastructure was priority but they shouldn't do anything until the property was purchased first.

Discussion continued regarding the three different properties as well as others to possibly consider. The plan was to earmark \$400,000 of the one million dollars to go toward the new fire station. Town Manager Ryan Spitzer stated that it was just a discussion and a budget amendment could be done later during a Council Meeting.

**3. Budget Calendar (Ryan Spitzer) Discuss and agree on dates for Budget Sessions.**

Town Manager Ryan Spitzer recommends five budget meetings beginning at the end of March and continuing through all of April. He stated the preferred location for all budget meetings would be the Police Training Room. A Telephone Board Meeting was scheduled to be held on March 25<sup>th</sup> at 3:30 p.m. It was decided to hold the Telephone Board Meeting there at the Police Bldg. at 3:30 p.m. and stay to hold the budget meeting which would start at 5:30 p.m. All other budget meetings would begin at 5:30 p.m. and be held at the Police Bldg. as well. Dates agreed upon for the Budget Meetings were:

- Thursday, March 25<sup>th</sup> – Telephone Board Meeting at 3:30 p.m. and 1<sup>st</sup> Budget Meeting at 5:30 p.m.
- Thursday, April 8<sup>th</sup> – 2<sup>nd</sup> Budget Meeting at 5:30 p.m.
- Thursday, April 15<sup>th</sup> – 3<sup>rd</sup> Budget Meeting at 5:30 p.m.
- Thursday, April 22<sup>nd</sup> – 4<sup>th</sup> Budget Meeting at 5:30 p.m.
- Thursday, April 29<sup>th</sup> – final Budget Meeting at 5:30 p.m.

The Public Hearing for the Budget will be held at the May 11, 2021 Council Meeting.

**4. Board Appointments (Barbara Monticello) Board to discuss appointments to the Planning Board, Board of Adjustment and Arts and Science Council Advisory Board.**

Council Member Joe Maxim recommended Randy Smith move to permanent spot on the Planning Board. He recommended Gary Wright as the alternate for this board.

Since Jim Knowles expressed interest in being on the Board of Adjustment, Council Member Maxim suggested he fill one spot on that board and he will check with David Neely to see if he is willing to come off the Arts and Science Council to serve as a regular member on the Board of Adjustment as well. If he is willing to do that, it will allow Claire Jenkins to take his spot on the Arts and Science Council as well as open a spot for a town employee to be appointed to this board. Both the Mayor and Mayor Pro Tem were in favor of having a town employee serve on the Arts and Science Council because it was very beneficial for the town.

Travis Morgan, Planning Director, will have to take Brian Elgort's spot on the Hazard Mitigation Committee. Appointments will officially be made at February Council Meeting.

At 7:51 p.m. Council took a 5 minute break before going in to Closed Session.

**5. Discussion of matters pursuant to NCGS 143-318.11 (4) - real estate contract pertaining to economic development. Motion was made and seconded to exit the Open Session and enter the Closed Session at 7:57 p.m. An ongoing economic development real estate item was discussed in further detail so as to come to an agreement so that the item could be presented at a Public Hearing at the next Council Meeting.**

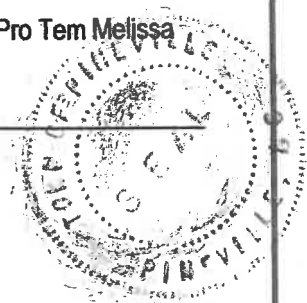
**ADJOURN:**

At 9:45 p.m., Council Member Amelia Stinson-Wesley moved to adjourn the meeting, seconded by Mayor Pro Tem Melissa Davis. Ayes by all and the meeting adjourned.

ATTEST:

  
Barbara Monticello, Town Clerk

  
Mayor Jack Edwards





**RESOLUTION NO. 2021-02**

**RESOLUTION OF THE TOWN OF PINEVILLE, NORTH  
CAROLINA DECLARING SURPLUS ITEMS FOR  
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 disposal of surplus property; and

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

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

Adopted this 9<sup>th</sup> day of February, 2021.

SEAL:

ATTEST:

  
Barbara Monticello, Town Clerk

  
Mayor Jack Edwards

**EXHIBIT "A"**

**Surplus Property for Donation, Recycling, Destruction, or Sale**

**Surplus Items**

<b>QTY</b>	<b>DEPT</b>	<b>DESCRIPTION</b>	<b>How Disposed Of</b>	<b>Effective Date</b>
1	Electric Dept.	1991 Ford F600 VIN# 31356 64,788 Miles	Via online Auction	02/09/21
1	Public Works	Coleman Powermate pro Gen 5000 Generator	Via online auction	02/09/21
1	Public Works	Central Pneumatic 9 gallon portable air compressor	Via online auction	02/09/21

## PROCLAMATION FOR PRESIDENTS' FAITH AWARENESS MONTH

**WHEREAS**, as it states in our own North Carolina State Constitution: We, the people of the State of North Carolina, grateful to Almighty God, the Sovereign Ruler of Nations, for the preservation of the American Union and the existence of our civil, political and religious liberties, and acknowledging our dependence upon Him for the continuance of those blessings to us and our posterity, do, for the more certain security thereof and for the better government of this State, ordained and established our Constitution; and

**WHEREAS**, George Washington, America's First President and General of the Continental Army said, "The propitious smiles of heaven can never be expected on a nation that disregard the eternal rules of order and right which Heaven itself has ordained."; and

**WHEREAS**, John Quincy Adams, America's Sixth President said, "[The] highest glory of the American Revolution was this: It connected in one indissoluble bond, the principles of civil government with the principles of Christianity"; and

**WHEREAS**, Abraham Lincoln, America's Sixteenth President said, "We have grown in wealth, numbers and power as no other nation has ever grown. But we have forgotten God"; and

**WHEREAS**, Theodore Roosevelt, America's Twenty-Sixth President said, "It is necessary for the welfare of the nation that men's lives be based upon the principles of the Bible."; and

**WHEREAS**, Harry Truman, America's Thirty Third President said, "The fundamental basis of this nation's ideals was given to Moses on Mount Sinai. The fundamental basis of the Bill of Rights of our Constitution comes from the teachings which we get from Exodus, St. Matthew, Isaiah, and St. Paul. The Sermon on the Mount gives us a way of life. The basis of all great moral codes is "Do unto others as you would have others do unto you." Treat others as you would like to be treated"; and

**WHEREAS**, Dwight Eisenhower, America's Thirty-Fourth President said, "Without God, there could be no American form of Government, nor an American way of life. Recognition of the Supreme Being is the first – the most basic – expression of Americanism. Thus the Founding Fathers saw it, and thus, with God's help, it will continue to be"; and

**WHEREAS**, Ronald Reagan, America's Fortieth President said, "Within the covers of the Bible are all the answers for all the problems men face."

**NOW THEREFORE**, I, John Edwards, Mayor of the Town of Pineville, do hereby proclaim February to be known as Presidents' Faith Awareness Month, calling on all citizens to discover the deep faith that many of our Presidents had, and to invite same to join together in thanksgiving and appreciation for the foresight and sacrifice of these brave men, and to Providence who guided these men and our country in its quest for our freedom and liberty.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the great seal of the Town of Pineville to be affixed this 9th day of February in the year of our Lord two thousand twenty-one.

  
\_\_\_\_\_  
Jack Edwards, Mayor





**WHEREAS**

As it states in our own North Carolina State Constitution; We, the people of the State of North Carolina, grateful to Almighty God, the Sovereign Ruler of Nations, for the preservation of the American Union and the existence of our civil, political and religious liberties, and acknowledging our dependence upon Him for the continuance of those blessings to us and our posterity, do, for the more certain security thereof and for the better government of this State, ordained and established our Constitution; and

**WHEREAS**

George Washington, America's First President, a Federalist and General of the Continental Army said, "The propitious smiles of heaven can never be expected on a nation that disregard the eternal rules of order and right which Heaven itself has ordained."; and

**WHEREAS**

John Quincy Adams; America's Sixth President and a Democratic - Republican said, [The] highest glory of the American Revolution was this: It connected in one indissoluble bond, the principles of civil government with the principles of Christianity. "; and

**WHEREAS**

Abraham Lincoln, America's Sixteenth President, a Republican said, "We have grown in wealth, numbers and power as no other nation has ever grown. But we have forgotten God."; and

**WHEREAS**

Franklin Delano Roosevelt, America's 32nd President, a Democrat said; "We cannot read the history of our rise and development as a nation, without reckoning with the place the Bible has occupied in shaping the advances of the Republic." and

**WHEREAS**

Dwight Eisenhower, America's Thirty Fourth President and a Republican said, ""Without God, there could be no American form of Government, nor an American way of life. Recognition of the Supreme Being is the first -- the most basic -- expression of Americanism. Thus, the Founding Fathers saw it, and thus, with God's help, it will continue to be."; and

**WHEREAS**

John F Kennedy, America's Thirty Fifth President and a Democrat said, "The guiding principle and prayer of this Nation has been, is now, and shall ever be "In God We Trust."; and

**WHEREAS**

Ronald Reagan, America's Fortieth President and a Republican said, "Within the covers of the Bible are all the answers for all the problems men face.";

**NOW THEREFORE, I, Jack Edwards, as Mayor of the Town of Pineville, do hereby proclaim February to be known as PRESIDENTS' FAITH AWARENESS MONTH©, calling on all citizens to discover the deep faith that many of our Presidents had, and to invite same to join together in thanksgiving and appreciation for the foresight and sacrifice of these brave men, and to Providence who guided these men and our country in its quest for our freedom and liberty.**

In testimony whereof, I have hereunto subscribed my name and caused the great seal of the Town of Pineville to be affixed. Done this 15th day of February in the year of our Lord two thousand twenty-one.

**JACK EDWARDS**

Town of Pineville  
Budget vs. Actual  
1/31/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Property Tax	\$ 8,125,000	\$ 7,495,807	92.26%
Prepared Food Tax	450,000	339,440	75.43%
Room Occupancy	460,000	148,268	32.23%
Franchise Tax	975,000	544,116	55.81%
Sales Tax	1,200,000	1,071,156	89.26%
Storm Water	405,000	215,701	53.26%
Powell Bill	180,000	203,629	113.13%
Other	2,487,374	847,134	34.06%
Sale of Fixed Asset	2,300,000	-	0.00%
Appropriated F/B - Restricted Police	1,063,150	1,063,150	100.00%
Appropriated F/B Stormwater	1,000,000	1,000,000	100.00%
Total	\$ 18,645,524	\$ 12,928,400	69.34%
<b>Expenditures</b>			
Governing Board	\$ 176,715	\$ 83,980	47.52%
Administration	5,939,175	1,780,940	29.99%
Human Resources	222,999	89,533	40.15%
Zoning	436,499	217,331	49.79%
Police	5,494,378	3,081,347	56.08%
Fire	1,701,074	489,621	28.78%
Public Works	852,372	390,671	45.83%
Storm Water	405,000	111,445	27.52%
Powell Bill	908,274	314,006	34.57%
Sanitation	640,000	290,555	45.40%
Recreation	585,264	312,234	53.35%
Cultural/Tourism	1,179,774	421,723	35.75%
Cemetery	4,000	300.00	7.50%
Contingency	100,000	48,310.24	48.31%
Total	\$ 18,645,524	\$ 7,631,996	40.93%

**Town Of Pineville**  
**Johnston Road Realignment**  
**1/31/21**

	FY18	FY19	FY20	FY21	Total Project	Project Budget
<b><u>Road Realignment Revenue</u></b>						
DOT grant	-	-			1,175,000	1,175,000
Transfer from Fund Balance					2,492,000	2,492,000
<b>Total Road Realignment Revenue</b>	<b>-</b>	<b>-</b>			<b>3,667,000</b>	<b>3,667,000</b>
<b><u>Road Realignment Expense</u></b>						
Land/Building	731,228	6,586	-	-	737,814	750,000
Engineering	74,089	47,278	84,216	35,105	240,688	307,000
Construction	-	-	-	-	-	2,610,000
<b>Total Road Realignment Expense</b>	<b>805,317</b>	<b>53,863</b>	<b>84,216</b>	<b>35,105</b>	<b>978,501</b>	<b>3,667,000</b>

Town of Pineville  
Electric  
1/31/21

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Electric	15,654,000	8,758,999	55.95%
Expenditures			
Administration & Billing Support	489,264	218,297	44.62%
Purchased electricity	8,991,096	4,005,070	44.54%
Operations and Maintenance	6,173,640	1,169,568	18.94%
Total	<u>15,654,000</u>	<u>5,392,934</u>	<u>34.45%</u>

Town of Pineville  
ILEC Telephone Fund  
1/31/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Revenues	1,398,198	819,194	58.59%
Telephone Reserves	608,506	608,506	100.00%
Total Revenue	<u>2,006,704</u>	<u>1,427,700</u>	71.15%
Expenditures			
Operating Transfer Out	242,873	-	0.00%
Operating Expenses	1,183,981	743,976	62.84%
Plant under Construction	<u>579,850</u>	<u>410,543</u>	<u>70.80%</u>
Total	<u>2,006,704</u>	<u>1,154,519</u>	57.53%

Town of Pineville  
CLEC Telephone Fund  
1/31/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Revenue	1,053,127	555,640	52.76%
Transfer from ILEC	242,873	-	0.00%
Total	<u>1,296,000</u>	<u>555,640</u>	<u>42.87%</u>
Expenditures			
Operating Expenses	904,500	460,332	50.89%
Plant under Construction	<u>391,500</u>	<u>44,481</u>	<u>11.36%</u>
Total	<u>1,296,000</u>	<u>504,813</u>	<u>38.95%</u>


**Town of Pineville  
Revenue Analysis  
FY21**

Revenue Account	G/L code	Distribution Schedule	FY20 Jan	FY21 Jan	FY21 YTD Estimate	FY20 YTD	FY21 YTD
Property Tax	3010.0100	Monthly	3,707,876.85	2,832,167.58	4,000,000.00	7,918,795.38	7,468,559.72
Property Tax - DMV	3010.0500	Monthly	-	27,247.72	189,583.33	137,941.69	145,547.75
Prepared Food	3265.0000	Sept & March			262,500.00	373,729.08	339,439.79
Room Occupancy	3270.0000	Monthly	46,339.16	25,330.00	268,333.33	340,124.96	148,267.81
Vehicle U-Drive IT Tax	3280.0000	Monthly	25,615.11	11,068.92	104,591.67	166,668.92	124,107.03
Utility Franchise Tax	3370.0000	Quarterly	-	-	487,500.00	546,533.47	544,115.55
Total Sales Tax		Monthly	171,945.63	210,999.84	700,000.00	842,231.76	1,071,155.95
YTD revenue per report					6,012,508.33	10,326,025.26	9,841,193.60


\*Property Tax DMV revenue not received as of December report date

**SIGNATURE PAGE**

**AUDIT FIRM**

<b>Audit Firm*</b> Martin Starnes & Associates, CPAs, P.A.	
<b>Authorized Firm Representative (typed or printed)*</b> Amber Y. McGhinnis	<b>Signature*</b> 
<b>Date*</b> 02/01/21	<b>Email Address*</b> amcghinnis@martinstarnes.com

**GOVERNMENTAL UNIT**


<b>Governmental Unit*</b> Town of Pineville, NC	
<b>Date Primary Government Unit Governing Board Approved Audit Contract*</b> (G.S.159-34(a) or G.S.115C-447(a))	
<b>Mayor/Chairperson (typed or printed)*</b> Jack Edwards, Mayor	<b>Signature*</b> 
<b>Date</b> 2/9/21	<b>Email Address</b> jedwards@pinevillenc.gov

<b>Chair of Audit Committee (typed or printed, or "NA")</b> N/A	<b>Signature</b>
<b>Date</b>	<b>Email Address</b>

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
 Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

<b>Primary Governmental Unit Finance Officer* (typed or printed)</b> Richard D. Dixon, Finance Director	<b>Signature*</b> 
<b>Date of Pre-Audit Certificate*</b> 2-9-2021	<b>Email Address*</b> rdixon@pinevillenc.gov



The of and	Governing Board Town Council
	Primary Government Unit (or charter holder) Town of Pineville, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Audit Report Due Date
	06/30/21	10/31/21

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.  
~~If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.~~
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

## FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Richard D. Dixon

Finance Director, Town of Pineville

rdixon@pinevillenc.gov

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

## PRIMARY GOVERNMENT FEES

Primary Government Unit	Town of Pineville, NC
Audit Fee	\$ See fee section of engagement letter
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ See fee section of engagement letter
Writing Financial Statements	\$ See fee section of engagement letter
All Other Non-Attest Services	\$ N/A
<b>75% Cap for Interim Invoice Approval</b> (not applicable to hospital contracts)	\$ 33,262.50

## DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> (not applicable to hospital contracts)	\$

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all  
required signatures prior to submission.

**PRINT**





## Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the  
Peer Review Committee, North Carolina Association  
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 3, 2018

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619

919 782 9265  
919 783 8937 FAX

**Durham**  
3500 Westgate Drive  
Suite 203  
Durham, North Carolina 27707

919 354 2584  
919 489 8183 FAX

**Pittsboro**  
10 Sanford Road  
Post Office Box 1399  
Pittsboro, North Carolina 27312

919 542 6000  
919 542 5764 FAX

# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 2/4/2021

**Re:** US Development Project

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## **Update from Work Session:**

There were several items discussed at the Work Session:

1. The building will be 5 stories with the top floor set back about 70 feet from Main St.
2. Non-residential uses will be between 5,000sqft-20,000sqft. This will be determined through the due diligence phase, but will likely be around 5,000sqft due to the economy
3. The College St. frontage will have a similar look to the Main St. frontage to provide a "main street look".
4. Design of the building will be collaborative with Planning and Zoning with the ultimate design having to come back before Council for approval. Buyer has 240 days to work on design. The building has to follow the criteria set out in the Overlay District.
5. The overall concept follows the Downtown Masterplan adopted in 2005.
6. There will be 73 units with some being on the first floor.
7. Parking requirements will not be met for commercial space even with the expanded parking. As discussed at prior meetings staff is working on new downtown parking guidelines for future developments to take in to account the urban nature of parking mandates. Currently our parking guidelines only take in to account suburban parking criteria.

## **Overview:**

As you know staff has been negotiating with US Developments for the sale and development of land around Church and College in our downtown area. Due to the fact that we are using the State Statute for Economic Development Projects for the sale of this property several changes have had to be made from the original document. I will go over those changes as well as important items in each section below.

### **Section 1. Property**

This has to do with the sale of the 1-acre property at the corner of Main and Church St. It sets out the boundaries for this property.

## **Section 2. Purchase Price**

Price for 1 acre lot - \$505,000. US Developments also must put down a non-refundable deposit of \$495,000 for the "option property" if they decide to proceed with the purchase of the 1-acre lot (these two amounts are due at Closing). The non-refundable deposit does not go back to buyer if they do not follow through with purchase of the option property. The Town had to structure the deal this way so we could sale all the properties for fair market value at the time of the contract.

The rest of the section outlines the earnest money payments and time schedule

## **Section 3. Due Diligence...**

Due Diligence Period – 60 days from signing of contract

Property has to be mixed use with 5,000 – 20,000 sqft of commercial space and a maximum of 73 residential units.

## **Section 4. Entitlements**

Buyer is entitled to build a 5 story building.

Buyer has 365 days from the end of the Due Diligence Period (up to 425 days) to obtain building approvals from Town and County. Buyer can terminate the agreement during this time if design standards can not be agreed to.

They must follow the Downtown Overlay District Guidelines adopted on March 11, 2008

Buyer has to submit to Town within 60 days of signing of the contract a site plan. The Town has 60 days to respond to this site plan.

Buyer has 240 days from signing of the contract to submit architectural and engineering plans to the Town. The Town has 60 days to respond to these plans.

## **Section 5. Closing...**

### Closing

After Expiration of Entitlements Period (365 days from end of Due Diligence Period) Buyer and Town have 30 days to finalize sale of the 1-acre property.

### Option Agreement

Upon Closing of the 1-acre property the Buyer has the option to purchase the other 5.5 acres. The total purchase price for the Option Property is \$2.495million (\$2million and \$495,000 deposit). The cost increases by 1% each year (changed due to the increase in option property price).

Option is good for 5 years. Buyer has to purchase all of the option property after first block unless Buyer demonstrates to Seller economics have changed and purchasing rest of property is not feasible. Buyer can not purchase option property until construction on the 1-acre parcel is complete.

Option property is for industrial, commercial or mixed use and construction must commence within 18 months of closing on each "chunk" of option property. If construction does not commence Seller has the right to repurchase at fair market value.

Buyer must follow all design guidelines.

### Parking Easement

Upon Closing on the 1-acre lot Buyer has a perpetual easement to park on the adjacent lot.

Buyer is responsible for grading and improving Parcel A and will have up to 70 spaces (1 per each residence).

A Parking Deck may be constructed on Parcel A. In the Parking Deck 1 space will be reserved for each residential unit in 1-acre development and 80 spaces will be reserved for public parking. (See Section 5(k)(i) for more details).

Buyer is responsible is responsible for grading and improving lots F and G for additional parking. Within 35 days from the signing of the contract Seller must propose to Buyer a Temporary Parking Easement Agreement.

Either the Buyer, Seller, or 3<sup>rd</sup> Party picked by Seller can construct a Parking Deck on Parcel A. If a parking deck is constructed the Option Period extends for 36 months from date Parking Deck is completed.

- A. Buyer Constructs – They control the fair market costs to park. Must allow 80 spaces on first floor for downtown customer usage at fair market value. Buyer can sell to the Town or 3<sup>rd</sup> party after construction.
- B. Seller Constructs – Town controls payments and costs to park. Does not have to have downtown customers pay to park. Can control when people pay and don't.
- C. 3<sup>rd</sup> Party Constructs – Town will work with a 3<sup>rd</sup> party to run the garage and set payment terms. This can be done only if Town and Buyer both elect not to construct garage.

If parking deck is not built, Buyer will have the option to increase the density (mutually agreeable to both Buyer and Seller) on the option property.

If construction of a parking deck does not commence within the Option Period (5 years) then the 18-month construction period is extended to 36 months. This will not apply to any option property where the Buyer fails to adhere to the regulations set out in the document.

The rest of the document is standard language to cover lawsuits etc.

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is executed and delivered as of the latest date of execution by the Buyer and Seller ("Effective Date") by and between **THE TOWN OF PINEVILLE**, a North Carolina municipality ("Seller") and **US DEVELOPMENTS, LLC**, a North Carolina limited liability company ("Buyer"). "Parties" shall mean, together, Seller and Buyer.

Seller has agreed to sell, and Buyer has agreed to purchase, the Property (as defined below), subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, the Property, subject to the following terms and conditions:

1. **Property.**

(a) The Property which is subject to this Agreement shall mean the following:

(i) that parcel of land described on Exhibit A (attached hereto and made a part hereof) totaling approximately one (1) acre, having a street address of 307 College Street, Pineville, North Carolina 28134 and bearing Mecklenburg County Tax Parcel Number 20501311 (which is located in the Community Development Project Area (defined hereinafter)), with the acreage to be confirmed and further described on the Survey (defined below) (the "Land"), together with all right, title and interest of Seller in and to (x) any improvements on the Land, any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the center line thereof, (y) all easements and rights-of-way appurtenant to the Land, including, but not limited to, privileges and rights of way over adjoining premises inuring to the benefit of the Land, or the fee owner thereof, and (z) all rights of use, air, mineral and subsurface rights, servitudes, licenses, tenements, rights, privileges, hereditaments and appurtenances now or hereafter belonging to the Land (collectively, the "Appurtenant Rights") (the Land and the Appurtenant Rights may be collectively referred to herein as the "Real Property"); and

(ii) only to the extent actually existing and readily available (i.e., within Seller's possession) at no additional expense to Seller (other than *de minimis* expenses incurred in connection with making copies), Seller's right, title and interest in any (x) licenses, permits, entitlements, certificates, inspections, and other governmental approvals held by Seller for the Real Property which may be necessary or desirable, in Buyer's opinion, to develop the Property and operate Buyer's business on the Real Property; and (y) surveys, title policies or abstracts, architectural drawings, site plans, engineering drawings, and other plans and specifications and other documents relating to the ownership, construction, development, or operation of the Land; and (z) maintenance records, reports, notices and other information concerning the Real Property (collectively, the "Intangible Property"); provided, however, any Intangible Property provided hereunder shall be provided to Buyer AS-IS WHERE-IS with all faults and with no representation or warranty of any kind and shall be returned to Seller upon any termination of this Agreement.

(b) The Land, Appurtenant Rights, and Intangible Property may be collectively referred to herein as the "Property."

(c) The Land may be shown on one or more surveys (collectively, "Survey") to be obtained by Buyer at Buyer's sole cost and expense, and if Buyer in its sole and absolute discretion determines to obtain a Survey, such Survey shall be prepared by a Surveyor licensed in the State of North Carolina. Notwithstanding anything to the contrary herein, the Purchase Price shall remain unchanged even if the Survey reveals that the Land is less than one (1) acre.

2. **Purchase Price; Earnest Money.**

(a) Seller agrees to sell the Property to Buyer in consideration for the purchase price set forth on **Exhibit A-1** (attached hereto and made a part hereof) and in consideration for some or all of the following, which are expected to result from the development of the Property as described herein: prospective tax revenues (including real estate taxes and sales taxes), economic stimulus, business promotion and job creation (the "**Purchase Price**").

(b) No later than five (5) business days after the Effective Date, Buyer shall pay to First American Title Insurance Company ("**Escrow Agent**"): (i) **Twenty Thousand and No/100 Dollars (\$20,000.00)**, as earnest money applicable to the Property; and (ii) **Five Thousand and No/100 Dollars (\$25,000.00)**, as earnest money applicable to the Option, as defined hereinafter (together, items (i) and (ii), the "**Initial Earnest Money**").

(c) No later than five (5) business days after expiration of the Due Diligence Period (as defined below), Buyer shall pay an additional **Forty-five Thousand and No/100 Dollars (\$45,000.00)** ("**Supplemental Earnest Money**") to Escrow Agent. The Initial Earnest Money and Supplemental Earnest Money shall be collectively referred to herein as the (the "**Earnest Money**").

(d) At Closing, the Earnest Money shall be applied against the Purchase Price and the remaining balance of the Purchase Price shall be paid by Buyer to Seller by wire transfer in cash or other immediately available funds.

(e) Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions of Escrow Agent's form escrow agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference.

(f) The Initial Earnest Money will be fully refundable to Buyer, at Buyer's sole and absolute discretion, during the Due Diligence Period; provided, however, Buyer sends Seller and Escrow Agent written notice of termination prior to the expiration of the Due Diligence Period (as set forth more specifically in Section 3(d)), and as otherwise specifically set forth in Section 9 and Section 11(a) of this Agreement.

(g) If Buyer terminates this Agreement after expiration of the Due Diligence Period, the Earnest Money shall be paid to Seller unless any of the following exceptions occur: (i) Buyer does not, after using good faith diligent efforts to obtain the same, obtain the Entitlements prior to expiration of the Entitlements Period (as each are defined herein); (ii) the occurrence of a Seller default as set forth in Section 11(a) of this Agreement; (iii) termination of the Agreement due to casualty or condemnation of the Property as set forth in Section 9 of this Agreement. In the event of such exceptions described above are applicable, then the Earnest Money shall be fully refundable to Buyer.

### 3. **Due Diligence Period; Title and Survey Review.**

(a) For a period beginning on the later of the Effective Date or the Hearing Approval Date (defined hereinafter) and expiring sixty (60) days thereafter (this period of time, the "**Due Diligence Period**"), and continuing until Closing, Buyer and its agents shall have the right to enter the Property for purposes of investigating the Property to determine if the Property is acceptable to Buyer in its sole discretion. Those investigations may include, without limitation, environmental, architectural, topographical, structural, and engineering studies, surveys, appraisals, soils studies, and any other investigations Buyer deems necessary in its sole discretion (collectively, the "**Investigations**"); provided, however, Buyer shall not perform any invasive environmental testing (i.e. beyond a Phase I assessment and geotechnical analysis) absent Seller's prior written consent. Buyer shall restore the Property to a reasonably neat and presentable condition free from any damage to the Property caused by Buyer's access and/or Inspections. Buyer shall not permit any liens to attach to the Property by reason of the exercise of the rights set forth herein, or to interfere with the rights of Seller in its possession and use of the Property.

(b) Buyer shall indemnify and hold harmless Seller from and against any loss, damage or injury directly caused from Buyer's access (and/or access by any agents or employees of Buyer) to the Property. This indemnity shall not include any loss, damage or injury from the results of the Investigations such as environmental contamination unless Buyer's actions exacerbated any existing environmental condition. Prior to such access, Buyer

shall obtain and maintain commercial general liability insurance with a limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury, death and property damage insurance per occurrence covering Buyer and Buyer's activities on the Property and naming Seller as an additional insured. Evidence of such insurance shall be provided to Seller as a condition to Buyer's access to the Property. Notwithstanding anything to the contrary, Buyer's obligations under this section shall survive termination or Closing for a period of three (3) years.

(c) Subject to the rights of any tenants at the Real Property set forth on Exhibit C (attached hereto and made a part hereof), Seller agrees to provide access, and to reasonably cooperate with and assist Buyer and its agents in Buyer's Investigations, provided, however, such cooperation and assistance shall be during normal and reasonable business hours and at no cost to Seller.

(d) Buyer shall have the right, in its sole discretion, to terminate this Agreement for any reason or no reason by delivering written notice to Seller on or before expiration of the Due Diligence Period, upon which the Earnest Money shall be returned to Buyer and neither Party shall have any other rights or obligations under this Agreement.

(e) Within five business (5) days after the Effective Date, Seller shall deliver to Buyer copies (or originals, if available) of any existing reports, inspections, studies, documents, agreements, leases, permits, licenses, certificates, warranties and records related to the Property that are in Seller's possession or reasonably available to Seller at no additional cost (other than *de minimis* costs incurred in connection with obtaining copies), including, but not limited to, the following: (i) all title abstracts, title commitments, and title policies for the Property, together copies of all plats, deeds, easements, restrictions, and other title documents; (ii) all plats and surveys of the Property; (iii) all current executed contracts related to the Property; (iv) all wetlands studies, engineering reports, soils reports, geotechnical reports, environmental reports and market studies for the Property; (v) all licenses, permits, certificates of occupancy, approvals, zoning and entitlements and proffers for the Property; (vi) all documentation constituting the Intangible Property; (vii) appraisals; (viii) [intentionally deleted]; (ix) copies of any declaration of covenants on all or a portion of the Property; and (x) any other studies, manuals, guaranties, warranties, agreements, contracts or plans relevant to the Property. If any such documents are not in Seller's possession but are readily available at no cost to Seller (other than *de minimis* costs incurred in connection with obtaining copies), Seller shall take reasonable steps to promptly obtain them and deliver them to Buyer. Any information provided hereunder shall be provided to Buyer AS-IS WHERE-IS with all faults and with no representation or warranty of any kind and shall be returned to Seller upon any termination of this Agreement.

(f) During the Due Diligence Period, Buyer shall have the right to have title to the Property examined, which shall be pursuant to the terms and conditions of this Section 3(f).

(i) Buyer shall develop the Property as a mixed used commercial (consisting of a minimum of 5,000 and a maximum of 20,000 commercial square feet) and multifamily development (consisting of a maximum of (73) residential units) and related improvements pursuant to the terms of this Agreement (the "Intended Use"). If Buyer's title search or Survey reveals any matters that, in Buyer's sole discretion, may interfere with Buyer's development and use of the Property for the Intended Use, Buyer shall have the right to deliver a title and survey objections letter to Seller ("Buyer's Title Objection Notice"). Buyer's Title Objection Notice shall be submitted to Seller prior to the expiration of the Due Diligence Period.

(ii) No later than ten (10) days after delivery of Buyer's Title Objection Notice, Seller may notify Buyer in writing which objections Seller intends to cure; provided, however, if Seller does not respond within such ten (10) day period to the objections listed in Buyer's Title Objection Notice, then Seller shall be deemed to have elected to cure none of the objections listed in Buyer's Title Objection Notice. In the event Seller responds to Buyer in writing ("Seller's Title Response Letter") and specifically elects therein to cure any one or more of the objections, then Seller, at Seller's sole cost and expense, shall do so on or before Closing; provided, however, if Seller requires additional time to cure any one or more objections it has elected to cure, Seller shall have the right to extend the Closing date for a period of time sufficient to allow for such cure; provided further, however, and notwithstanding anything to the contrary herein, such period of time shall not exceed thirty (30) days.

(iii) In the event Seller elects not to cure any of the objections in Seller's Title Response Letter (or is deemed to have elected not to cure any of the objections), then Buyer shall have the right (exercisable within fifteen (15) days of receipt of Seller's Title Response Letter or within fifteen (15) days after the deadline for such response in the event Seller does not respond to Buyer's Objection Notice) to either (y) terminate this Agreement and receive a full refund of the Earnest Money; or (z) waive the uncured objections and close under the terms of this Agreement. If Buyer does not terminate this Agreement pursuant to the terms of this section, then Buyer shall be deemed to have elected to waive any objections that Seller has elected not to cure (or is deemed to have elected not to cure).

(iv) All matters of title, survey or otherwise of record in addition to those objections to which (x) Buyer has not objected; (y) Buyer waives or Buyer is deemed to have waived; and/or (z) Seller elects not to cure in Seller's Title Response Letter (or is deemed to have elected not to cure), shall herein collectively be referred to as the "Permitted Exceptions." Notwithstanding the foregoing, any judgment, mechanic's lien, materialman's lien, mortgage or deed of trust lien arising by or through Seller shall not be deemed a Permitted Exception and Seller shall be obligated to convey title free and clear of such matters.

(v) At Closing, Seller shall convey marketable and insurable fee simple title to the Property to Buyer via North Carolina deed(s) (as more specifically set forth in Section 5(b)(i)), subject only to the Permitted Exceptions and free and clear of any judgment, mechanic's lien, materialman's lien, mortgage or deed of trust lien arising by or through Seller. If, as of Closing, Seller does not cure any objections which it has specifically elected to cure in Seller's Title Response Letter (subject, however, to Seller right to extend as set forth in Section 3(g)(ii)), then Buyer shall have the right to (x) terminate this Agreement and receive a full refund of the Earnest Money; or (y) elect to accept title to the Property subject to such objections and close under the terms of this Agreement, provided, however, the Purchase Price shall not be decreased by any amount. If Buyer does not terminate this Agreement pursuant to the terms of this section, then Buyer shall be deemed to have elected to waive any objections that Seller does not cure.

#### **4. Entitlements Period; Site Plans.**

(a) For a period beginning at the expiration of the Due Diligence Period, Buyer shall have a period of three hundred sixty-five 365 days (this period, the "Entitlements Period"), and continuing until Closing, to obtain approvals of final plans (i.e., the Approved Plans, defined hereinafter), permits and zoning and accommodations for parking, road access, water and sewer that are necessary for development the Property for its Intended Use (the "Entitlements"). Notwithstanding the foregoing, upon receipt of each of the Entitlements on such terms reasonably acceptable to Buyer (the "Entitlements Receipt Date"), any portion of the Entitlements Period remaining shall terminate and expire with Closing to occur within sixty (60) days of the Entitlements Receipt Date (such sixty (60) day period, however, shall not extend beyond the thirty (30) day period set forth in Section 5(a)). Buyer acknowledges that the requirements for the DOWNTOWN OVERLAY DISTRICT – A Component of the Pineville Comprehensive Plan, adopted March 11, 2008, as amended (a copy set forth on Exhibit D, attached hereto and made a part hereof) (the "Overlay Requirements") shall apply to the Entitlements; unless, however, Buyer seeks, and obtains a variance from, the applicable government authority, or a modification of the Overlay Requirements, which may be necessary to allow for the Intended Use. If any government authority is delayed in its review, and such delay is not the result of any action or inaction by Buyer, then the Entitlements Period will be extended by the number of days as the delay in government review; provided, however, Buyer provides Seller with written notice of the delay and the total additional days being required by any such government authority, which such notice shall be submitted upon the earlier of (i) ten (10) days following Buyer's discovery of the delay; or (ii) the expiration of the Entitlements Period. Any extension for a delay will only apply if specifically disclosed to Buyer by any such applicable government authority, and notice thereof provided by Buyer to Seller.

(b) Buyer shall have the right, in its sole discretion, to terminate this Agreement in the event the Entitlements are not approved on such terms reasonably acceptable to Buyer during the Entitlements Period by delivering written notice to Seller on or before expiration of the Entitlements Period; provided, however, this termination shall be automatically vitiated if (i) Buyer does not use good faith diligent efforts to obtain such Entitlements, or (ii) Seller, within thirty (30) days following receipt of this termination notice, approves or obtains any



outstanding Entitlements on behalf of Buyer. Notwithstanding the foregoing or anything to the contrary herein, if, at any time during the Entitlements Period, Buyer obtains any definitive disapproval with respect to the Entitlements from any government authority that will not allow for the Intended Use and Buyer has exhausted all efforts to obtain any variance thereto or appeals therefrom (a "Definitive Adverse Response"), Buyer shall be obligated, within a period of thirty (30) days following receipt of any Definitive Adverse Response, to terminate this Agreement pursuant to the right set forth in this section and any failure to do so within this thirty (30) day period will result in Buyer being deemed to have waived the right to terminate this Agreement with respect to any such Definitive Adverse Response. Upon any termination occurring pursuant to the terms of this Section 4(b), the Earnest Money as set forth in Section 2 shall be returned to Buyer, and neither Party shall have any other rights or obligations under this Agreement. If Buyer does not terminate as set forth herein, the Earnest Money shall be deemed nonrefundable (but applicable to the Purchase Price if Closing occurs) except as otherwise specifically set forth in Section 9 and Section 11(a) of this Agreement.

(c) Before sixty (60) days from the Effective Date, Buyer shall submit to Seller for approval a site plan, landscaping plan and elevations for the Property (the "Preliminary Plans"). Seller shall approve or otherwise respond to the Preliminary Plans within sixty (60) days of submittal by Buyer. Seller shall not unreasonably withhold approval of the Preliminary Plans, which will include a five-story building envelope. Buyer shall make changes to the Preliminary Plans (or any revised Preliminary Plans) requested by Seller provided such requests are reasonably requested and economically feasible, as determined in Buyer's sole, but commercially reasonable, discretion. The "Approved Preliminary Plans" shall mean the Preliminary Plans (or any revised Preliminary Plans) once approved by Seller in writing; and following receipt of the Approved Preliminary Plans, Buyer shall thereafter diligently pursue obtaining the Approved Plans (defined hereinafter).

(d) Before two-hundred forty (240) days from the Effective Date, Buyer shall submit to Seller for approval architectural and engineering plans and drawings, including sanitary sewer plans, stormwater drainage plans and other utility and related plans, all as set forth on Exhibit D-1, attached hereto and made a part hereof (together, the "Plans"). The building elevations and materials requirements set forth on Exhibit D-1 shall apply to Buyer's plans; unless, however, Buyer seeks, and obtains a variance, from the applicable government authority. Seller shall approve or otherwise respond to the Plans within sixty (60) days of submittal by Buyer. Seller shall not unreasonably withhold approval of the Plans. Buyer shall make changes to the Plans (or any revised Plans) requested by Seller provided such requests are reasonably requested and economically feasible, as determined in Buyer's sole, but commercially reasonable, discretion. The "Approved Plans" shall mean the Plans (or any revised Plans) once approved by Seller in writing. Seller shall not withhold approval of the Plans to the extent they are substantially based on the Approved Preliminary Plans.

#### **5. Closing; Closing Documents; Option Agreement; Parking Easement Agreements.**

(a) Seller and Buyer shall close the purchase and sale of the Property (the "Closing") no later than thirty (30) days after the expiration of the Entitlements Period at a time mutually agreeable to the Parties (the "Closing Date"), at the offices of Buyer's attorney or such other location as may be mutually agreeable to the Parties. Notwithstanding the foregoing, the Closing shall be completed through escrow whereby the Parties and their attorneys need not be physically present at the Closing and may deliver documents by overnight courier or other means. Buyer shall have the right, in its sole discretion, to accelerate the Closing Date to an earlier date, which earlier date may be at any time after the Effective Date.

(b) At Closing, Seller shall execute and/or deliver the following (collectively, "Closing Documents"):

(i) a special warranty deed in the standard form promulgated by the North Carolina State Bar Association (the "Deed"), describing the Seller's Real Property with reference to the deed vesting title in Seller (recorded in the Mecklenburg County Office of the Register of Deeds on March 31, 1994 in Book 07723, at Page 805), conveying title as set forth in Section 3(f)(v); together with a North Carolina quitclaim deed using the legal description prepared in connection with the Survey; provided, however, Buyer provides Seller with a copy of this legal description prior to Closing;

(ii) a general assignment conveying to Buyer all of Seller's right, title and interest to the Intangible Property;

(iii) a FIRPTA certificate;

(iv) a duly executed owner and lien affidavit on the applicable NCLTA form warranting and holding Buyer's title insurance company harmless against unpaid laborers' and materialmen's liens and confirming there are not leases for or tenants on the Real Property;

(v) the Town Clerk's Certificate of Resolutions or other documentation confirming that Seller has approved the sale of the Property pursuant to this Agreement;

(vii) if a Survey is obtained by Buyer, then, at Closing, at Buyer's request, in addition to the Deed to be delivered, Seller will also deliver a non-warranty deed or quitclaim deed (which shall be in the standard form promulgated by the North Carolina State Bar Association) to Buyer conveying the Real Property pursuant to the legal description of the Real Property derived from the Survey.

(viii) a certification that Seller's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(ix) a closing statement;

(x) the Option Agreement (defined hereinafter);

(xi) the Parking Easement Agreement (defined hereinafter) and the Temporary Parking Easement Agreement (defined hereinafter);

(xii) any other affidavits, certifications, or documents customarily signed by sellers in real estate closings in North Carolina, or reasonably requested by Buyer, Buyer's attorneys or Buyer's title insurance company; and

(xiii) all other documents required by this Agreement to be delivered by Seller hereunder and such other documents and papers that are necessary to the consummation of the transaction described in this Agreement.

(c) At Closing, Buyer shall execute and/or deliver the following:

(i) any outstanding balance of the Purchase Price due at Closing;

(ii) a closing statement;

(iii) the Option Agreement (defined hereinafter);

(iv) the Parking Easement Agreement (defined hereinafter) and the Temporary Parking Easement Agreement (defined hereinafter); and;

(v) a certification that Buyer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(vi) all other documents required by this Agreement to be delivered by Buyer hereunder and such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or may be reasonably requested by Seller or Seller's counsel.

(d) Subject to Closing on the Property, Seller shall grant Buyer an option (“Option”). The Option is granted in consideration for the Option Deposit (defined hereinafter), the Option Purchase Price (defined hereinafter) and in consideration for some or all of the following, which are expected to result from the development of the Option Property (defined hereinafter) for industrial or commercial use as has been proposed (or will be proposed) by Buyer to Seller at (or before) the Hearing (the “Proposed Option Property Development”); prospective tax revenues (including real estate taxes and sales taxes), economic stimulus, business promotion and job creation. The “Option Deposit” shall be the amount set forth on Exhibit A-1. The Option Deposit shall be paid by Buyer to Seller on the Closing Date and shall, notwithstanding anything to the contrary, be nonrefundable for any reason, including it being nonrefundable to Buyer even if (x) Buyer elects not to exercise the Option, (y) the Option is revoked (as set forth in Section 5(d)(viii)), and/or (z) Seller exercises the Repurchase Right (as set forth in Section 5(d)(ix)). Seller shall prepare an option agreement, which it shall submit to Buyer twenty-five (25) days before the expiration of the Due Diligence Period (the “Option Agreement”). The Option Agreement shall contain the following terms and conditions, which must be approved by Buyer in writing before expiration of Due Diligence and it shall be recorded at Closing:

(i) the Option shall be valid for a period of five (5) years (the “Option Period”) and shall apply to approximately 5.5 acres of land with the following Mecklenburg County Tax Parcel Numbers (which are located in the Community Development Project Area): (1) 20501202; (2) 20501203; (3) 20501215 (4) 20501204; (5) 20501205; (6) 20501417; (7) 20501416; (8) 20501206; and (9) 20501207 (collectively, the “Option Property”); provided, however, and as also set forth in Section 5(k), if construction on the Parking Deck (defined hereinafter) commences before the expiration of the Option Period, the Option Period shall automatically be extended for a period of thirty-six (36) months following the date that the Parking Deck is open to the public as further described in Section 5(k); provided, further, however, if construction does not commence before the expiration of the Option Period, no extension of the Option Period shall occur;

(ii) the purchase price for the Option Property will be as set forth on Exhibit A-1, which shall take into account the Option Deposit (the “Option Property Purchase Price”); provided, however, the Option Property Purchase Price shall increase by one percent (1%) of the Option Property Purchase Price on each anniversary of the date of Closing but shall not increase by any pro rata amount prior to such anniversary (for example, if the initial Option Property Purchase Price is \$2,495,000.00, upon the first anniversary it will automatically increase to \$2,519,950.00, and on the second anniversary, increasing to \$2,545,149.50, etc.); subject, however, to the terms set forth in Section 5(d)(xi);

(iii) Buyer shall purchase ALL the Option Property (i.e., once Buyer elects to purchase one parcel of Option Property, it is thereafter obligated to exercise the Option with respect to all other parcels of the Option Property in accordance with the deadlines set forth herein unless Buyer demonstrates economics have changed causing the diminishing value of the site), but may do so in multiple closings, with each parcel of the Option Property having the Individual Option Property Purchase Price as set forth on Exhibit A-1 (the intent of the foregoing being to ensure that the total amount paid by Buyer for the Option Property is no less than the Option Property Purchase Price);

(iv) Buyer shall take title to the Option Property subject to any existing lease applicable to any portion of the Option Property, or schedule closing to occur following the expiration of any such lease, which such leases are set forth on Exhibit E (attached hereto and made a part hereof);

(v) the plan approval requirement and procedure set forth in Section 4(c) and Section 4(d) shall apply to the development of the Option Property provided that the Effective Date for such plan approval requirement and procedure shall mean and refer to the date that Buyer exercises the Option with respect to the applicable parcel of the Option Property;

(vi) all development of the Option Property shall be suitable for industrial or commercial use, or mixed use with industrial and/or commercial use(s) being a component of any such mixed use, and shall commence within eighteen (18) months following the closing on the Option Property, or any portion thereof; and upon commencement, Buyer shall thereafter diligently pursue to completion the construction of the improvements on the Option Property, or any portion thereof, pursuant to the Approved Plans (the “Option Property Construction”

Requirements”) (for clarification, in the event of multiple closings on the Option Property, the deadlines set forth herein shall be triggered for each respective option parcel on the date of closing on that specific parcel) (these provisions are subject to potential (i) use of Parking Parcel G for parking described in Section 5(g); and (ii) extension of the time related to the Parking Deck as described in Section 5(k));

(vii) Buyer cannot exercise the Option (x) until Buyer has completed the construction of the new retail and related improvements on the Real Property (which shall be deemed to occur when a certificate of occupancy is issued with respect to the construction); and (y) unless construction of the new retail and related improvements on the Real Property is completed in compliance with the Approved Plans and all Entitlements and applicable permits, approvals, laws and requirements;

(viii) the Option shall be revocable by Seller if Buyer fails to commence construction of the new retail and related improvements on the Real Property within eighteen (18) months following Closing and in compliance the requirements hereinabove set forth in Section 5(d)(vii);

(ix) if Buyer fails to comply with the Option Property Construction Requirements as to any specific parcel of Option Property, Seller shall have the right to repurchase the applicable parcel of Option Property (the “Repurchase Right”), which shall be repurchased for a purchase price equal to the greater of (y) the fair market value of the applicable parcel of Option Property on the date Seller exercises the Repurchase Right (to be determined by an independent commercial real estate appraiser selected by Seller and having at least ten (10) years of experience appraising commercial real estate in the Charlotte, North Carolina, area, which appraisal shall include the fair market value of any improvements thereon constructed by Buyer); or (z) the Option Property Purchase Price paid by Buyer to Seller upon the closing of the applicable parcel of Option Property;

(x) general due diligence inspections (i.e., as more specifically described (and to the extent applicable) in Section 3 together with Buyer’s indemnification obligation more specifically set forth in Section 3(b)) and closing obligations (i.e., those obligations set forth in Section 5, to the extent applicable) shall be similar to those set forth for the Property; and

(xi) the Option Property Purchase Price shall not be subject to change unless there is a material adverse change by Buyer to the Proposed Option Property Development that will result in a material reduction in the projected tax revenues, economic stimulus, business promotion and/or job creation; and if such a material adverse change shall occur, at the time Buyer exercises the Option, Seller will have the right to adjust the Option Purchase Price.

(e) Subject to Closing on the Real Property, Seller shall grant Buyer a perpetual easement for parking necessary for the Intended Use of the Property on that adjacent parcel bearing Mecklenburg County Tax Parcel Number 20501317 (“Parking Parcel A”), which is located in the Community Development Project Area. Seller shall prepare a parking easement agreement, which it shall submit to Buyer within twenty-five (25) days before the expiration of the Due Diligence Period (the “Parking Easement Agreement”). Buyer’s rights under the Parking Easement Agreement shall be subject to the right of certain other third-parties to access, use and maintain dumpster(s) on Parking Parcel A. The Parking Easement Agreement shall contain the following terms and conditions, which must be approved by Buyer before expiration of Due Diligence and it shall be recorded at Closing:

(i) Parking Parcel A shall be provided to Buyer in its “AS-IS WHERE-IS” condition with Buyer being obligated to make any improvements and satisfy any requirements necessary for Parking Parcel A to be used for parking as set forth herein;

(ii) Buyer shall be responsible for grading, improving and paving Parking Parcel A (pursuant to all applicable permits, approvals, laws and requirements) for Buyer use, as agreed to with Seller but shall not otherwise be obligated to pay Seller any other fee, payment or amount for the rights set forth in the Parking Easement Agreement;

(iii) the Parking Easement Agreement shall grant Buyer, effective upon Closing, the exclusive right to use, for the Property, one (1) parking space on Parking Parcel A for every residential unit on the Real Property, and the non-exclusive right to use additional parking spaces located on Parking Parcel A, which parking spaces shall count toward parking requirements for the Property; and

(iv) the rights granted under the Parking Easement Agreement may be temporarily interrupted (a "Parking Interruption"), from time to time, in connection with the construction on Parking Parcel A of a multi-story parking structure (the "Parking Deck") by (x) Buyer (subject and pursuant to the terms set forth more specifically in Section 5(k)), (y) a third-party (subject and pursuant to the terms set forth more specifically in Section 5(l)), or (z) Seller, and upon commencement of construction the constructing party shall, to the extent controllable, thereafter diligently pursue to completion the construction of the Parking Deck; and following completion of the Parking Deck Buyer shall have the right to use the Parking Deck pursuant to the terms of the Parking Easement Agreement (with the exclusive right to use, for the Property, no less than one (1) parking space for every residential unit on the Real Property and the non-exclusive right to use additional parking spaces located within the Parking Deck; subject, however, to a minimum of eighty (80) parking spaces being reserved for the exclusive use by the public, as more specifically set forth in Section 5(k)(i)) and any other rules, requirements and fees generally applicable to all users of the Parking Deck and further subject to the provisions of Section 5(k)(i)).

(f) Subject to Closing on the Real Property, Seller shall grant Buyer (or otherwise declare and establish for the nonexclusive benefit of Buyer) a temporary easement for parking necessary for the Intended Use of the Property and for the development and use of the Option Property on that (y) parcel bearing Mecklenburg County Tax Parcel Number 20501202 ("Parking Parcel G"); and (z) parcel bearing Mecklenburg County Tax Parcel Number 20501315 ("Parking Parcel F") and together with Parking Parcel G, the "Parking Parcels". Seller shall prepare a temporary parking easement agreement which it shall submit to Buyer within twenty-five (25) days before the expiration of the Due Diligence Period (the "Temporary Parking Easement Agreement"). The Temporary Parking Easement Agreement shall contain the following terms and conditions, which must be approved by Buyer before expiration of Due Diligence and it shall be recorded at Closing:

(i) the Parking Parcels shall be provided to Buyer in its "AS-IS WHERE-IS" condition with Buyer being obligated to make any improvements and satisfy any requirements necessary for the Parking Parcels to be used for parking as set forth herein;

(ii) Buyer shall be responsible for grading, improving and paving the Parking Parcels in order to create at least one hundred thirty-five (135) parking spaces, pursuant to all applicable permits, approvals, laws and requirements (the "Nonexclusive Parking Spaces"), as agreed to with Seller but shall not otherwise be obligated to pay Seller any other fee, payment or amount for the rights set forth in the Temporary Parking Easement Agreement;

(iii) Buyer's obligations for grading, improving and paving the Parking Parcels shall be performed in a manner that will preserve the access driveway located on Parking Parcel F, which will remain, at all times, available for Seller's unobstructed use for access to and from Mecklenburg County Tax Parcel Number 20501201;

(iv) the Temporary Parking Easement Agreement shall grant (or declare for the benefit of) Buyer, effective upon Closing, the nonexclusive right to use, for the Property and the Option Property, the Parking Parcels, which such use shall be together with use by Seller and use by the public, on a first-come first-serve basis, which parking spaces shall count toward parking requirements for the Property and the Option Property;

(v) Buyer agrees that the right for Seller and the public to use the Nonexclusive Parking Spaces shall continue notwithstanding Buyer exercising its right to acquire Parking Parcel G pursuant to the Option; and

(vi) Buyer's agrees that it shall develop Parking Parcel G in a manner that will allow it to comply with all applicable parking permits, approvals, laws and requirements without the use or benefit of the

Parking Easement Agreement or the Temporary Parking Easement Agreement (i.e., Parking Parcel G will be self-parked); and upon completion of the development of Parking Parcel G, Buyer shall provide, at all times, at least eighty-five (85) parking spaces for the shared use, on a first-come first-serve basis, by Buyer, Seller and the public, which such spaces (y) can be located on Parking Parcel G, Parking Parcel F, and/or Mecklenburg County Tax Parcel Number 20501203 (“Parking Parcel H”), and (z) the parking required for Parcel G shall be, to the maximum extent possible, located immediately adjacent to the building constructed on Parcel G. These requirements in this subsection (vi) shall not apply if the Parking Deck is constructed.

(g) The Option Property Construction Requirements (as set forth in Sections 5(d)(vi) and 5(k)), with respect to Parking Parcel G shall be stayed until completion of the development (to be evidenced by the availability of a certificate of occupancy) of the last of the Option Property.

(h) Buyer’s rights under the Temporary Parking Easement Agreement shall automatically terminate upon the expiration of the Option Period.

(i) Notwithstanding anything to the contrary herein or otherwise, Seller shall have no obligation to provide Buyer (or the Real Property or the Option Property) with any additional or alternative parking except as specifically set forth in this Agreement.

(j) At Closing, Seller shall deliver to Buyer full, complete and exclusive possession of the Property, subject only to the Permitted Exceptions.

(k) Seller shall endeavor to construct the Parking Deck within the Option Period; provided, however, and notwithstanding anything to the contrary in this Agreement, if construction on the Parking Deck commences before the expiration of the Option Period, the Option Period shall automatically be extended for a period of thirty-six (36) months following the date that the Parking Deck is open to the public; provided, further, however, if construction on the Parking Deck does not commence before the expiration of the Option Period, no extension of the Option Period shall occur but Buyer shall have the following options: (1) construct a parking deck subject to the terms hereinafter set forth in Section 5(k)(i); or (2) proceed with the development of the Option Property subject to the terms hereinafter set forth in Section 5(k)(ii).

(i) With respect to the foregoing item 5(k)(1), Buyer may elect to construct and operate the Parking Deck on Parking Parcel A, which, at Seller’s election, may be pursuant to a joint development project (as authorized by N.C.G.S. §160D-1315) (the “Parking Deck Construction and Operating Agreement”). The Parking Deck Construction and Operating Agreement shall (1) be consistent with the terms of this Agreement; (2) be subject to the Parking Easement Agreement; (3) specifically grant Seller the exclusive right to use for the public at least eighty (80) parking spaces within the Parking Deck; (4) be subject to the plan approval requirements and procedures set forth in Section 4(c) and Section 4(d) (which approval shall specifically require a four (4) story parking structure); (5) allow Buyer to charge for parking in the Parking Deck, Monday through Friday, from 8:00 AM through 6:00 PM (which shall be at market and commercially reasonable hourly rates); (6) require that construction of the Parking Deck commence within twelve (12) months following the date of the conveyance, and thereafter be diligently pursued to completion; and (7) be subject to other terms and conditions to be reasonably agreed upon by the parties; provided, however, the parties agree that Buyer’s election to construct a parking deck on the Option Property will not be subject to these terms and conditions or require the payment of additional fees to Seller (other than those that may be normally assessed against the Option Property (e.g., real property taxes)). If Buyer fails to complete the Parking Deck pursuant to the requirements set forth in the foregoing item (6), Seller shall have the right to terminate the Parking Deck Construction and Operating Agreement. The parties agree to work together diligently and in good faith to negotiate and agree to determine the final terms and conditions of the Parking Deck Construction and Operating Agreement. If the Parking Deck is constructed by Buyer on Parking Parcel A pursuant to the terms of the Parking Deck Construction and Operating Agreement, Buyer shall (to the extent consistent with the foregoing items (1) through 7) be authorized to (i) charge and receive parking fees from the public at market rates, Monday through Friday, from 8:00 AM through 6:00 PM; (ii) charge, credit or waive parking fees for users of the Real Property or Option Property; (iii) reserve exclusive parking rights for one (1) parking space on Parking Parcel A for every residential unit on the Real Property; and (iv) have both exclusive and non-exclusive parking spaces in the Parking Deck counting

toward parking requirements for the Property and Option Property. Notwithstanding anything to the contrary herein, if Buyer and Seller cannot agree on the final terms and conditions of the Parking Deck Construction and Operating Agreement during a period of ninety (90) days following Seller's delivery of a first draft of the Parking Deck Construction and Operating Agreement to Buyer, Seller, upon written notice to Buyer, shall have the right set forth in Section 5(l) to grant a mutually agreeable third-party the right to construct and/or operate the Parking Deck on Parking Parcel A, and the users of the Property having the right to utilize the appropriate number of spaces in the Parking Deck, at fair market rental value.

(ii) With respect to the foregoing item 5(k)(2), Seller agrees that the density requirements applicable to Buyer's development of the Option Property shall be reasonably increased (i.e., thereby reducing the parking and open space requirements that shall apply to Buyer's development of the Option Property). The parties agree to work together diligently and in good faith to determine the actual increase to the density requirements with Seller agreeing to support Buyer's request for any variance or modification that may be required by the applicable government authority to the then current ordinances and/or zoning and overlay requirements in order for the reasonably agreed upon density to apply.

(iii) If construction on the Parking Deck does not commence before the expiration of the Option Period (as described hereinabove in Section 5(k)), with respect to the development of any Option Property that has not commenced on or before the expiration of the Option Period (specifically excluding, however, any Option Property that, pursuant to Section 5(d)(vi)) should have commenced development, but failed) the eighteen (18) month period applicable to the Option Property Construction Requirements (as set forth in Section 5(d)(vi)), shall be deemed to be a thirty-six (36) month period (i.e., Buyer having to commence development within thirty-six (36) months following the closing of any applicable Option Property).

(l) If Seller does not construct the Parking Deck on Parking Parcel A, and Buyer elects not to construct the Parking Deck (which Buyer shall be deemed to have elected not to do so if it fails to respond to Seller within ten (10) days following any written request by Seller regarding Buyer's election), Seller shall have the right, notwithstanding anything to the contrary herein, to grant a third-party the right to construct and/or operate the Parking Deck on Parking Parcel A, which Seller may do pursuant to any method permitted under North Carolina law (including by sale or lease and/or a development and operation agreement); provided, however, any rights granted to a third-party as described in this section shall be subject to the Parking Easement Agreement.

#### 6. Closing Costs and Adjustments.

(a) Buyer shall pay the costs of the Survey, title examination, title insurance, the investigations conducted by Buyer, the fees of Buyer's attorney and the costs for recording the Deed(s), the Option Agreement, and the Parking Easement Agreement (and other instruments to be recorded under the terms of this Agreement).

(b) Seller shall pay the cost of preparation of the Deed(s) and other Closing Documents to be delivered by Seller, an amount sufficient to pay in full and satisfy any liens and encumbrances affecting the Property to the extent required pursuant to the terms of Section 3(f) or which arise by or through Seller after expiration of the Due Diligence Period, transfer / excise tax stamps, delinquent taxes and public or private assessments (if any), rollback taxes (if any) and the fees of its own attorney.

(c) Ad valorem real property taxes, public assessments, and any assessments under any applicable restrictive covenants for the current year (if any) shall be prorated at Closing between Seller and Buyer. Buyer and Seller shall share equally the cost of any escrow/closing fees charged by the Escrow Agent at Closing. Except as otherwise provided herein, each party shall bear its own costs and expenses, including its own attorneys' fees.

#### 7. Conditions Precedent.

(a) Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following conditions and any other conditions set forth in this Agreement (collectively, "Conditions Precedent") on or before Closing:

(i) To the extent any material and adverse change has occurred following the expiration of the Due Diligence Period regarding title to the Property, the results of the Investigations, and the Survey, such change must be reasonably satisfactory to Buyer;

(ii) To the extent any material and adverse change has occurred following the expiration of the Due Diligence Period regarding the physical condition of the Property, such change must be reasonably satisfactory to Buyer; and, Buyer shall have verified, that no material or adverse developments have occurred with respect to the Property since the expiration of the Due Diligence Period;

(iii) To the extent any material and adverse change has occurred following the expiration of the Entitlements Period regarding the Property being zoned for a classification that allows use of the Property for the Intended Use, such change must be reasonably satisfactory to Buyer;

(iv) The Property must not be the subject of any pending, threatened or contemplated action or proceeding to rezone or condemn all or any material part of the Property that would prevent use of the Property for the Intended Use as determined by Buyer in Buyer's commercially reasonable discretion, which was unknown to Buyer during the Due Diligence Period;

(v) Seller must have performed and satisfied each of the covenants and obligations of Seller under this Agreement in all material respects;

(vi) All of Seller's representations and warranties in this Agreement must be true and correct as of Closing in all material respects;

(vii) [Intentionally Deleted];

(viii) [Intentionally Deleted]; and

(ix) Seller shall execute and deliver the Closing Documents, including but not limited to the Option Agreement and the Parking Easement Agreement and the Temporary Parking Easement Agreement, in accordance with Section 5 and the other terms and provisions of this Agreement.

(b) If all Conditions Precedent are not satisfied by Closing, Buyer shall have the right to either (i) waive any outstanding Conditions Precedent and proceed to Closing, (ii) extend the date of Closing up to thirty (30) days to satisfy any outstanding Conditions Precedent, or (iii) terminate this Agreement by delivering written notice to Seller. If Buyer terminates this Agreement, the Earnest Money shall be refunded to Buyer if any Condition Precedent not being satisfied constitutes a Seller default under Section 11(a) of this Agreement, and upon any such termination, this Agreement shall be void, and neither Buyer nor Seller will have any further rights or obligations under this Agreement, except those obligations which expressly survive termination.

## 8. Representations and Warranties.

(a) Seller represents and warrants the following to Buyer, each of which shall be deemed material:

(i) Seller is the sole owner of fee simple title to the Property; subject, however, to all matters of set forth in the public record.

(ii) Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof, except for this Agreement.



(iii) Except as may be set forth in the public record, Seller has entered into no licenses, leases, permits, contracts, or other agreements, written or oral, granting to any party the right to the use or occupancy of the Property, or any part thereof, and other than Seller, there are no parties in possession of or entitled to possession of the Property, or any part thereof.

(iv) The Property is not subject to any proceeding or litigation of any kind, pending or outstanding, and, to Seller's actual knowledge, the Property is not subject to any claim, demand, suit, unfiled lien, or threatened litigation.

(v) This Agreement is valid and enforceable against Seller in accordance with its terms and each instrument to be executed by Seller pursuant to this Agreement or in connection herewith (including the Option Agreement, Parking Easement Agreement and the Temporary Parking Easement Agreement) will, when executed and delivered, be valid and enforceable against Seller in accordance with its terms.

(vi) The execution, delivery and performance of this Agreement has been (and all documents contemplated hereby by Seller will be (including the Option Agreement, Parking Easement Agreement and the Temporary Parking Easement Agreement)) duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained: subject, however, to the terms set forth in Section 28.

(b) Buyer represents and warrants the following to Seller, each of which shall be deemed material:

(i) Buyer is a North Carolina limited liability company duly organized, and is validly existing under the laws of the State of North Carolina.

(ii) Neither the execution and delivery of this Agreement nor its performance by Buyer, will conflict with or result in the breach of any contract or agreement to which Buyer is bound, or to Buyer's actual knowledge, any law, rule or regulation to which Buyer is a party or by which Buyer is bound.

(iii) This Agreement is valid and enforceable against Buyer in accordance with its terms and each instrument to be executed by Buyer pursuant to this Agreement or in connection herewith will, when executed and delivered, be valid and enforceable against Buyer in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement has been (and all documents contemplated hereby by Buyer will be) duly and validly authorized by all necessary action on the part of Buyer and all required consents and approvals have been duly obtained.

9. **Risk of Loss; Casualty; Condemnation.**

(a) Risk of loss or damage by fire or other casualty to the Real Property shall remain with Seller through Closing; provided, however, Seller will have no obligation to repair or restore all or any portion of the Real Property as a result thereof. If all or any portion of the Real Property is damaged by fire or other casualty prior to Closing, this Agreement shall continue in full force and effect with the Purchase Price being reduced at Closing by all insurance proceeds and all insurance deductible amounts, if any, awarded to Seller. In the event any casualty insurance proceeds have not been awarded to Seller by Closing, Seller shall assign Seller's unencumbered right, title and interest in any such proceeds to Buyer at Closing.

(b) Prior to any Closing, if all or any material part of the Property is taken by eminent domain, which makes the Real Property no longer useable for the Intended Use in accordance with Buyer's plans as determined by Buyer in Buyer's sole, but commercially reasonable, discretion, or if condemnation proceedings are commenced and such taking or commencement affects or is anticipated to affect Buyer's development or use of the Property in Buyer's sole, but commercially reasonable, discretion, Buyer may elect by written notice to Seller to terminate this

Agreement or to continue this Agreement in full force and effect, whereupon no change in the Purchase Price shall be effected but Seller shall assign, transfer, and set over to Buyer at Closing all of Seller's right, title and interest in awards that may be made for such taking. Seller shall notify Buyer of any eminent domain proceedings within five (5) days after Seller learns thereof and allow Buyer to participate in the same and to exercise this termination right, Buyer must give such written notice to Seller with ten (10) days following the date of such notice.

(c) If Buyer terminates this Agreement for any such reason set forth in this Section 9, the Earnest Money shall be refunded to Buyer, this Agreement shall be void, and neither Buyer nor Seller will have any further rights or obligations under this Agreement, except those obligations which expressly survive termination.

10. **Brokerage.** Buyer and Seller represent and warrant to the other that each has not dealt with any broker in connection with this transaction and each party whose actions or alleged actions or commitments form the basis of any such claim, will indemnify, defend, and hold the other harmless from any claims for other brokerage/advisory fees or commissions arising from the transaction contemplated by this Agreement.

11. **Defaults; Remedies.**

(a) If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Seller breaches and representation or warranty under this Agreement or Seller otherwise fails to comply with any other term or condition of this Agreement, and Seller does not cure such default within ten (10) days after Buyer's delivery of written notice to Seller, Buyer shall have (i) the right to terminate this Agreement by delivering written notice to Seller and to receive a refund of the Earnest Money, and (ii) all rights and remedies available at law or in equity, including, without limitation, the right to sue Seller for specific performance and/or damages; provided, however, if an action for specific performance is not an available remedy, Seller shall, as an obligation that shall survive termination of this Agreement, reimburse Buyer for all of Buyer's actual, out of pocket, third-party professional fees related to this Agreement and/or the Property, as well as all actual, out of pocket, third-party fees and costs related to Buyer's Investigations, such claim, however, shall not exceed **\$25,000.00**.

(b) If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and Buyer does not cure such default within ten (10) days after Seller's delivery of written notice to Buyer, Seller shall be entitled to terminate this Agreement and receive the Earnest Money as its liquidated damages, and not as a penalty, and as Seller's sole and exclusive remedy. Seller acknowledges and agrees that (1) the Earnest Money is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of the Closing to occur due to a default of Buyer under this Agreement; (2) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Agreement would be extremely difficult and impractical to determine; (3) Buyer's liability under this Agreement is limited to the amount of the Earnest Money in the event this Agreement is terminated and the transaction contemplated by this Agreement does not close due to a default of Buyer under this Agreement; and (4) the Earnest Money shall be and constitute valid liquidated damages.

(c) The Parties agree that this is a business Agreement as defined under N.C.G.S. § 6-21.6. In connection with any litigation arising out of this transaction, or the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the party not prevailing its reasonable costs and reasonable attorney, paralegal and experts' fees and expenses in connection with all proceedings and all levels of proceedings. Venue for any litigation arising out of this Agreement shall lie only in Mecklenburg County, North Carolina.

12. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, addressed to the Parties at their respective addresses set forth below in this Section, and shall be deemed to have been given at the earlier (i) if by hand, when received, (ii) if sent by an overnight delivery or courier service, e.g., Federal Express or UPS, on the day of deposit with such overnight delivery service, (iii) if by first-class United States mail, registered or certified, postage prepaid, return receipt requested, on the date mailed, or (iv) if sent by e-mail, on the date of confirmation of transmission or receipt. Either Party may, from time to time by notice as herein provided,

designate a different address to which notice to it shall be sent. Notices may be given to or on behalf of the Parties by their respective attorneys.

If to Seller:

The Town of Pineville  
200 Dover Street  
Pineville, NC 28134  
Attn: Town Manager  
Email:rspitzer@pinvillenc.gov

If to Buyer:

US Developments, LLC  
5925 Carnegie Blvd, Suite 200  
Charlotte, NC 28209  
Attn: Stephen Rosenberg  
Email: srosenburg@usdevelopments.com

With a copy to:

Johnston, Allison & Hord, P.A.  
Attn: John Buben  
1065 East Morehead Street  
Charlotte, NC 28204  
Email: jbuben@jahlaw.com

With a copy to:

Spencer & Spencer, P.A.  
Attn: Chaplin Spencer  
P.O. Box 790  
226 East Main Street, Suite 200  
Rock Hill, SC 29731  
Email: chaplinspencer@spencerfirm.com

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered to be an original. All those counterparts together will constitute the same instrument, which may be sufficiently evidenced by one counterpart. The signing of this Agreement at different times and places by the Parties will not affect the validity of this Agreement. Counterparts to this Agreement may be executed and delivered by electronic transmission, and for purposes of this Agreement, signatures transmitted by electronic transmission shall be deemed to be original signatures.

14. **Severability.** If a court determines that any portion of this Agreement is invalid or unenforceable to any extent by law, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

15. **Deadlines: Business Days.** Notwithstanding anything herein to the contrary, in the event the final date of performance by either party to this Agreement of any condition or obligation hereunder falls upon a non-business day (i.e., Saturday, Sunday, national holiday or local holiday recognized by banks in the locality of the Property), the final date for performance of such condition or obligation shall be extended automatically and without notice until the next succeeding business day.

16. **Sealed Instrument.** Buyer and Seller agree that by signing below they intend to place their hands and seals upon this Agreement and that this Agreement shall be considered in every respect to be a sealed instrument.

17. **Further Acts.** As a covenant that will survive Closing for a period of six (6) months, Buyer and Seller agree that, upon request of the other party, the non-requesting party will perform, execute and deliver all such further reasonable, documents, acts and assurances, as applicable, as may be reasonably required for the full consummation of the transaction contemplated herein.

18. **Entire Agreement.** This Agreement contains the entire understanding and agreement by and between the Parties. All prior or contemporaneous oral or written agreements or instruments are merged herein. No amendment to this Agreement shall be effective unless it is in writing and signed by Seller and Buyer.

19. **Binding Effect: Assignment; 1031 Exchange.** This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective heirs, successors and assigns. Buyer shall have the right to assign its rights and obligations under this Agreement with the approval by the Seller (which consent shall not be unreasonably withheld); provided, however, following any such assignment Buyer shall remain liable for all obligations set forth herein unless Seller expressly releases Buyer in writing and any such assignee expressly assumes

in writing all rights and obligations of Buyer set forth herein. In addition, without limiting the foregoing, Buyer and Seller shall have the right to assign its rights and/or obligations under this Agreement for any assignment necessary or desired to effect an exchange of real property pursuant to Section 1031 of the Internal Revenue Code. Buyer and Seller each agree to cooperate in implementing any such exchange; provided, however, that (a) the exchanging party shall be responsible for any additional costs associated with the exchange and (b) a non-exchanging party shall not assume any additional liability with respect to the exchange. Seller and Buyer shall execute any additional documents required to implement the exchange.

20. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Buyer and Seller hereby consent to exclusive jurisdiction of the courts of North Carolina for the resolution of any dispute under this Agreement.

21. **Time is of the Essence.** Time is of the essence as to all of the terms of this Agreement.

22. **Survival.** Except as otherwise provided in this Agreement, all indemnities, representations, warranties, covenants, agreements and obligations of a party hereunder may be relied upon by the other party, and all such indemnities, representations, warranties, covenants, agreements and obligations shall survive the Closing and shall not be deemed to merge with or into the documents delivered at the Closing for a period of nine (9) months from the Closing Date, and any claim for indemnity brought in connection with a purported violation of a representation, warranty, covenant, agreement or obligation shall be commenced within such nine (9) month period.

23. **Non-Solicitation.** To induce Buyer to enter into this Agreement and conduct the Investigations, neither Seller nor its representatives, agents or brokers will directly or indirectly negotiate or execute any agreement with, solicit inquiries from, or disclose information to, others in connection with any transaction related to purchase and sale of the Property; except, however, as specifically set forth in Section 26. This prohibition shall terminate upon the earlier to occur of Closing or termination of this Agreement.

24. **AS-IS, WHERE-IS.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLER PURSUANT TO SECTION 5(B) TO THE CONTRARY, BUYER IS EXPRESSLY PURCHASING THE PROPERTY IN ITS EXISTING CONDITION "AS IS, WHERE IS, AND WITH ALL FAULTS" AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLER PURSUANT TO SECTION 5(B), BASED UPON THE CONDITION (PHYSICAL OR OTHERWISE) OF THE PROPERTY AS OF THE EFFECTIVE DATE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING PROVISIONS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE INDEFINITELY THE CLOSING OR ANY TERMINATION HEREOF.

25. **Assumption/Release.** UPON CLOSING, EXCEPT FOR ANY LIABILITY OR OBLIGATION ON THE PART OF SELLER FOR WHICH THIS AGREEMENT EXPRESSLY PROVIDES SHALL SURVIVE CLOSING, BUYER ASSUMES THE RISK OF ADVERSE MATTERS, INCLUDING ADVERSE PHYSICAL CONDITIONS, DEFECTS, CONSTRUCTION DEFECTS, HEALTH, SAFETY AND WELFARE MATTERS WHICH MAY OR MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS. AS OF THE CLOSING DATE, BUYER, FOR ITSELF AND ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES AND FOREVER DISCHARGES SELLER, SELLER'S AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, INTEREST HOLDERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL RIGHTS, CLAIMS AND DEMANDS AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS AGREEMENT, WHICH BUYER HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PHYSICAL, ECONOMIC OR LEGAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS IN TORT OR CONTRACT AND ALL OTHER TITLE OR DUE DILIGENCE MATTERS DESCRIBED IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION

SHALL SURVIVE INDEFINITELY THE CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE CLOSING DOCUMENTS. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS A WAIVER OF ANY CLAIM, INDEMNIFICATION OR CONTRIBUTION ARISING UNDER ANY FEDERAL, STATE OR LOCAL STATUTE, RULE OR REGULATION PERTAINING TO ANY ENVIRONMENTAL CONTAMINATION RELATING TO HAZARDOUS SUBSTANCES OR HAZARDOUS WASTE.

26. **Release of Information.** The Parties acknowledge that this Agreement and related documents provided to or by Seller are subject to disclosure under the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq. (the “Act”), except for information that is excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2. Buyer acknowledges that this disclosure of the Seller’s public records requirements is given pursuant to N.C.G.S. § 132-1.11(b) and agrees that such disclosure is full and sufficient to the satisfaction of Buyer. Both Parties agree that this section will survive the termination of the Agreement. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public council meetings in compliance with applicable laws.

27. **No Waiver of Governmental Authority or Discretion.** Nothing in this Agreement shall be construed to bind, estop, direct, limit, or impair the future regulatory, legislative, or governmental discretion of the Town Council in a manner not permitted by law. Seller shall incur no liability to Buyer for any losses or damages it may incur as a result of or in connection with the Seller’s exercise or performance of its regulatory, legislative, or governmental powers or functions, or any judicial determination regarding such exercise or performance, provided the Seller shall be contractually bound by the terms of this Agreement.

28. **Background; Hearing and Approval.**

(a) The Property and the Option Property (together, the “Properties”) are located in central business districts within the Town of Pineville and in areas designated by Seller for community and economic development and as downtown development districts (these areas, together, the “Community Development Project Area”). The intent of the transactions described herein, together, is to facilitate the economic development of the Community Development Project Area and to create a joint development project between Seller and Buyer, which has (i) been determined by Seller to likely have a significant effect on the revitalization of the Community Development Project Area; and/or (ii) been designed to include both public and private facilities (including parking facilities that will benefit the public).

(b) The parties acknowledge that the (i) letter of intent between the parties with respect to this transaction was approved by the Town Council for Pineville, following a public hearing, on March 10, 2020, with notice of such hearing published on February 28, 2020; and (ii) a notice of public hearing was published on November 27, 2020 with respect to the granting of the interest in the Property and the interest in the Option Property, as such interests are described herein. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the terms of this Agreement, the Purchase Option, the Parking Easement Agreement, the Temporary Parking Easement Agreement and, if applicable, the Parking Deck Construction and Operating Agreement, and other agreements reference herein (together, the “Transaction Documents”) may be subject to certain requirements set forth in the North Carolina General Statutes, which may require the holding of additional public hearings (and publishing notice thereof in advance); and/or obtaining additional approvals by the Town Council for Pineville. If such approvals have not been obtained prior to the Effective Date, Seller shall obtain such approvals at the next meeting of the Town Council following the Effective Date. The “Hearing Approval Date” shall mean the date that the approvals are obtained.

(c) Notwithstanding anything to the contrary herein, if (i) the terms of any approval require any changes to the Transaction Documents; and/or (ii) the North Carolina General Statutes and/or any rule or regulation requires any changes be made to Transaction Documents, the parties agree to enter into an amendment to thereto, within fifteen (15) days; provided, however, any such changes do not materially increase any obligation of Buyer or Seller.

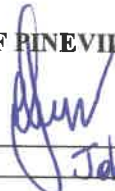
29. **Requirements and Restrictions.** Buyer agrees that the retail/commercial component of the Intended Use shall be subject to the requirements and restrictions set forth on **Exhibit F** (attached hereto and made a part hereof), which shall be set forth in an instrument and recorded at Closing.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, sealed and delivered as of the Effective Date.

**SELLER:**

TOWN OF PINEVILLE, NC [SEAL]

By:   
Name: John Edwards  
Title: Mayor

Date: February 9, 2020 ~~2021~~

ATTEST

  
Town Clerk

[SEAL]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, sealed and delivered as of the Effective Date.

**BUYER:**

**US DEVELOPMENTS, LLC** [SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2020



**EXHIBIT A**

[Description of Land]

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

**EXHIBIT A-1**

**[Property Purchase Price; Option Deposit; Option Property Purchase Price  
and Individual Option Property Purchase Price]**

**Property:**

<b>Parcel ID</b>	<b>Acreage</b>	<b>Property Purchase Price</b>	<b>Option Deposit</b>	<b>Amount Due at Closing</b>
20501311	.959	\$505,000.00	\$495,000.00	<b>\$1,000,000.00</b>

**Option Property:**

<b>Parcel ID</b>	<b>Acreage</b>	<b>Percent of 5.216-Acres</b>	<b>Option Deposit Credit*</b>	<b>Option Property Purchase Price Due at Option Property Closing**</b>
20501202	1.050	.2013	\$99,643.50	\$402,600.00
20501203	.479	.0918	\$45,441.00	\$183,600.00
20501215	.678	.1299	\$64,300.50	\$259,800.00
20501204	.551	.1056	\$52,272.00	\$211,200.00
20501205	1.0	.1917	\$94,891.50	\$383,400.00
20501417	.393	.0753	\$37,273.50	\$150,600.00
20501416	.249	.0477	\$23,611.50	\$95,400.00
20501206	.495	.0949	\$46,975.50	\$189,800.00
20501207	.321	.0618	\$30,591.00	\$123,600.00
	5.216	100%	\$495,000.00	<b>\$2,000,000.00</b>

The total Option Property Purchase Price shall equal **\$2,495,000.00** (which is comprised of the Option Deposit (i.e., \$495,000.00) plus \$2,000,000.00).

The Option Property Purchase Price for any single parcel of Option Property shall equal the Option Deposit Credit plus the Option Property Purchase Price Due at Option Property Closing (each an "Individual Option Property Purchase Price"). For example, if Buyer exercises the Option to purchase that parcel of Option Property identified by Parcel ID 20501202, the Individual Option Property Purchase Price for Parcel ID 20501202 is \$502,243.50 (i.e., the Option Deposit Credit in the amount of \$99,643.50 plus the Option Property Purchase Price Due at Option Property Closing in the amount of \$402,600.00).

\*The Option Deposit Credit is calculated by multiplying the Option Deposit (i.e., \$495,000.00) x the Percent of 5.216-Acres. For example, if Buyer exercises the Option to purchase that parcel of Option Property identified by Parcel ID 20501202, the Option Deposit Credit is \$99,643.50 (i.e., .2013 x \$495,000.00).

\*\*The Option Property Purchase Price Due at Option Property Closing is calculated by multiplying \$2,000,000.00 x Percent of 5.216-Acres. For example, if Buyer exercises the Option to purchase that parcel of Option Property identified by Parcel ID 20501202, the Option Property Purchase Price Due at Option Property Closing is \$402,600.00 (i.e., .2013 x \$2,000,000.00).

**EXHIBIT B**

**[Escrow Agreement from Title Company]**

*(attached hereto)*

**EXHIBIT C**

**[Existing Tenants with Rights to the Real Property]**

None.

**EXHIBIT D**

**[Downtown Overlay District Requirements]**

*(attached hereto)*

**EXHIBIT D-1**

**[Required Plans]**

**Site plan**

- 1) General building placement and site layout
- 2) Number of housing units (total) and number per each type (studio/1,2,3? bedrooms)
- 3) Square footage detail totals of office or retail on first floor
- 4) Parking plan, number of spaces, 12' min one way isle 24' for two way.
- 5) Standard parking space is 9'x18'
- 6) Loading/unloading area
- 7) Location of dumpsters
- 8) Sidewalk widths
- 9) Square footage detail totals of office or retail on first floor

**Landscape Plan**

- 1) Street tree locations
- 2) Street light locations
- 3) Parking lot screening (if applicable) and tree islands per code
- 4) Other landscaping as desired

**Building elevations and materials**

- 1) Architecture material and details on street facing facades as required by applicable requirements
- 2) Design to match overlay and main street, water table, cornice, storefronts, window grids, etc. to the extent commercially practicable
- 3) Any special sign considerations

**EXHIBIT E**

**[Leases Applicable to the Option Property]**

**TO BE CONFIRMED BY SELLER.**

1. Lease Agreement between the Town of Pineville and the United States Post Office, dated \_\_\_\_\_, \_\_, 20\_\_ and relating to Mecklenburg County Tax Parcel Identification Number: \_\_\_\_\_.
2. \_\_\_\_\_.

**EXHIBIT F**

**[Requirements and Restrictions]**

Requirements:

The retail/commercial component of the Intended Use shall, for a period of ten (10) years following Closing, include at least one (1) restaurant occupying at least 5,000 square feet.

Restrictions:

The retail/commercial component of the Intended Use shall not include (or be used for) (i) a barber shop, beauty salon, hair salon (or similar); (ii) store that acquires, sells, trades and/or otherwise deals with antiques and/or vintage items as a material part of its business; and/or (iii) the following uses commonly prohibited in retail centers: pawn shops, adult/sexually explicit businesses, betting/gambling, drug or alcohol counseling or rehabilitation facilities, tattoo and/or piercing shops).



# Memorandum



**To:** Mayor and Council  
**From:** Barbara Monticello  
**Date:** 2/4/2021

At January's Work Session, Council discussed the open seats on the Planning Board, Board of Adjustment, and Arts and Science Council. Below is the recap of the seats that are currently open, followed by the recommendations that were made at the last meeting.

## Planning Board

There is one regular spot open on the Planning Board. In speaking with the alternate of that board, Randy Smith, he expressed interest in moving to the regular seat. In addition, Gary Wright, submitted an application for the spot on the Planning Board as did David Neely.

You can choose one person for the regular seat and up to two people as alternates for this board

## Board of Adjustment

There are two regular spots open on the Board of Adjustment. The alternate, Bill Ryan, moved out of Pineville so he is not eligible to move to a regular spot on this board.

There was only one interested person that submitted an application to be on this board and that was Jim Knowles (who is also on the Planning Board). That still leaves one regular seat open and up to two alternate spots open on the Board of Adjustment.

## Arts and Science Council

Greg Record had to resign as he moved out of town leaving one spot available on this board. I received a resume for this spot from Claire Jenkins expressing interest in being on this board. Additionally, Ann Parker had received her resume as well and contacted me to say she was a good candidate for this spot. You are all aware of the rest.

## **I believe the recommendations made at the last meeting were:**

- Have Randy Smith move to a regular seat on the Planning Board and Gary Wright as the alternate for this Board.
- Appoint Jim Knowles to the Board of Adjustment and determine if David Neely is willing to come off the ASC and onto the BOA instead. If so,
- Claire Jenkins could officially be appointed to the ASC as well as an employee from the town appointed to be on this board

***ACTION ITEM*** –Recommendation is to appoint and approve as stated above.

**RESOLUTION NO. 2021-03****RESOLUTION OF THE TOWN COUNCIL OF PINEVILLE AUTHORIZING  
SALE OF REAL PROPERTY FOR ECONOMIC DEVELOPMENT**

**WHEREAS**, North Carolina General Statute §158-7.1 authorizes the Town of Pineville (the "Town") to undertake specific economic development activities, including the conveyance of interests in real property by private negotiations, which are intended to encourage economic development within the Town; and

**WHEREAS**, the Town is the owner of the following parcels of real property (referenced by parcel identification numbers), which have been previously determined by the Town as real property held for economic development purposes (pursuant to Resolution of the Town adopted on November 14, 2017): (1) 20501311 (the "Main Parcel"); (2) 20501202; (3) 20501203; (4) 20501215; (5) 20501204; (6) 20501205; (7) 20501417; (8) 20501416; (9) 20501206; and (10) 20501207 (items (2) through (9) together, the "Additional Parcels" and together with the Main Parcel, the "Parcels"); and

**WHEREAS**, the Town and US Developments, LLC ("USD") have been engaging in private negotiations for the conveyance of the Parcels (the "Conveyances"); and

**WHEREAS**, the terms and conditions regarding the Conveyances are more specifically set forth in a Purchase and Sale Agreement (a copy attached hereto as Exhibit A, and made a part hereof) (the "PSA"); and

**WHEREAS**, these terms and conditions provide, among other things, that the Main Parcel shall be conveyed first to USD pursuant to the PSA, with the Additional Parcels thereafter being conveyed to USD pursuant to the PSA and an Option Agreement; and

**WHEREAS**, these terms and conditions provide, among other things, that USD shall construct a multi-story mixed-use building on the Main Parcel and a combination of retail, office and residential improvements on the Additional Parcels (the "Development"); and

**WHEREAS**, a notice of public hearing was published on January 29, 2021 with respect to, among other things, the Conveyances, the consideration for the Conveyances and the Development (a copy attached hereto as Exhibit B, and made a part hereof); and

**WHEREAS**, the Town Council deems the Conveyances and Development to be desirable and in the best interests of the Town and its businesses and residents for reasons that include economic stimulus, business promotion and job creation that is expected to occur therefrom (based, in part, upon testimony and materials provided to the Town by USD); and

**WHEREAS**, the Town Council has organized and approved the holding of a public hearing, at the regular Town Council meeting scheduled for February 9<sup>th</sup>, 2021, to discuss and consider approving, pursuant to North Carolina General Statute §158-7.1, the Conveyances and Development.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PINEVILLE THAT:**

1. The Conveyances and Development will stimulate the local economy, promote businesses, and result in the creation of a substantial number of jobs in the Town.

2. The \$3,000,000.00 purchase price for the Parcels (as may be adjusted pursuant to the terms of the PSA) represents the fair market value, which has been determined based upon the sales prices of comparable tracts of land in the Town, as has been reported to the Town Council.

3. The Conveyances shall be subject to certain covenants, conditions and restrictions, which include the development of public and private parking improvements and facilities on parcels contiguous to the Parcels (including the construction of a multi-story parking facility, for public and private use, on parcel number 20501317), which (together with the Development) are expected to generate property tax revenues for the Town and Mecklenburg County.

4. The PSA is approved and the Mayor or the Town Manager is authorized, on behalf of the Town, to execute all necessary documents (including the PSA) to convey to USD the Parcels pursuant to the PSA and the Option Agreement.

5. All acts and doings of the Mayor and the Town Manager are, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described herein be, and the same hereby are, in all respects, ratified, approved and confirmed.

6. Any prior resolutions or parts thereof of the Town in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Adopted this the 9th day of February, 2021 during the Town of Pineville’s regular meeting.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

**EXHIBIT A**  
**PURCHASE AND SALE AGREEMENT**  
(attached hereto)

**EXHIBIT B**  
**NOTICE OF PUBLIC HEARING**  
(attached hereto)

# Council Meeting

## Pineville PLANNING & ZONING

**To:** Town Council  
**From:** Brian Elgort  
**Date:** 2/9/2020  
**Re:** **Mobility Plan** (*Action Item*)

### **BACKGROUND:**

The Pineville Mobility Plan is a local comprehensive transportation plan that establishes a town-wide vision and coordinated recommendations for multi-modal travel and access within and through town. It provides a path forward towards creating a transportation system that is welcoming for pedestrians, cyclists, and patrons of public transportation, improving the safety and quality of life of Pineville's residents.

In December of 2018, staff began the process of developing a mobility plan for the Town that would focus on bicycle, pedestrian, and public transportation activities. After consulting with CCOG and CRTPO, staff issued an RFQ in December of 2019 and selected Kimley-Horn and Associates, Inc. as our consultant in January of 2020.

Kimley-Horn did extensive analysis of the existing conditions in Pineville leading into the public workshop in March 2020, which was attended by roughly 60 people. This event featured a number of different activity stations designed to educate attendees on the mobility planning process and gather meaningful feedback that would guide the plan's recommendation; this feedback centered the most popular destinations in town, preferred types of pedestrian and bicycle facilities, and the most commonly identified barriers to pedestrians and bicyclists.

As a follow up to this public workshop, there was a public survey posted online which received 174 unique responses. The survey used the feedback gathered during the public workshop to garner more detailed insights. The survey allowed respondents to rank various aspects of the plan, including policy, zones of the town to improve, and specific locations on which we should focus improving.

### **PROPOSAL:**

The Pineville Mobility Plan serves as a guide for future decision making and planning efforts related to multimodal transportation in Pineville. The Town – both staff and Town Council – can reference the recommendations and prioritization in the document to create a more connected community that provides more transportation options for all users.

### **STAFF COMMENTS:**

Staff believes that the proposed plan will enable the Town to improve infrastructure in a quicker and more meaningful manner by providing a system for prioritization

### **PROCEDURE:**

This meeting is a follow up to the prior workshop meeting. Staff recommends a vote to approve and adopt the Mobility plan.

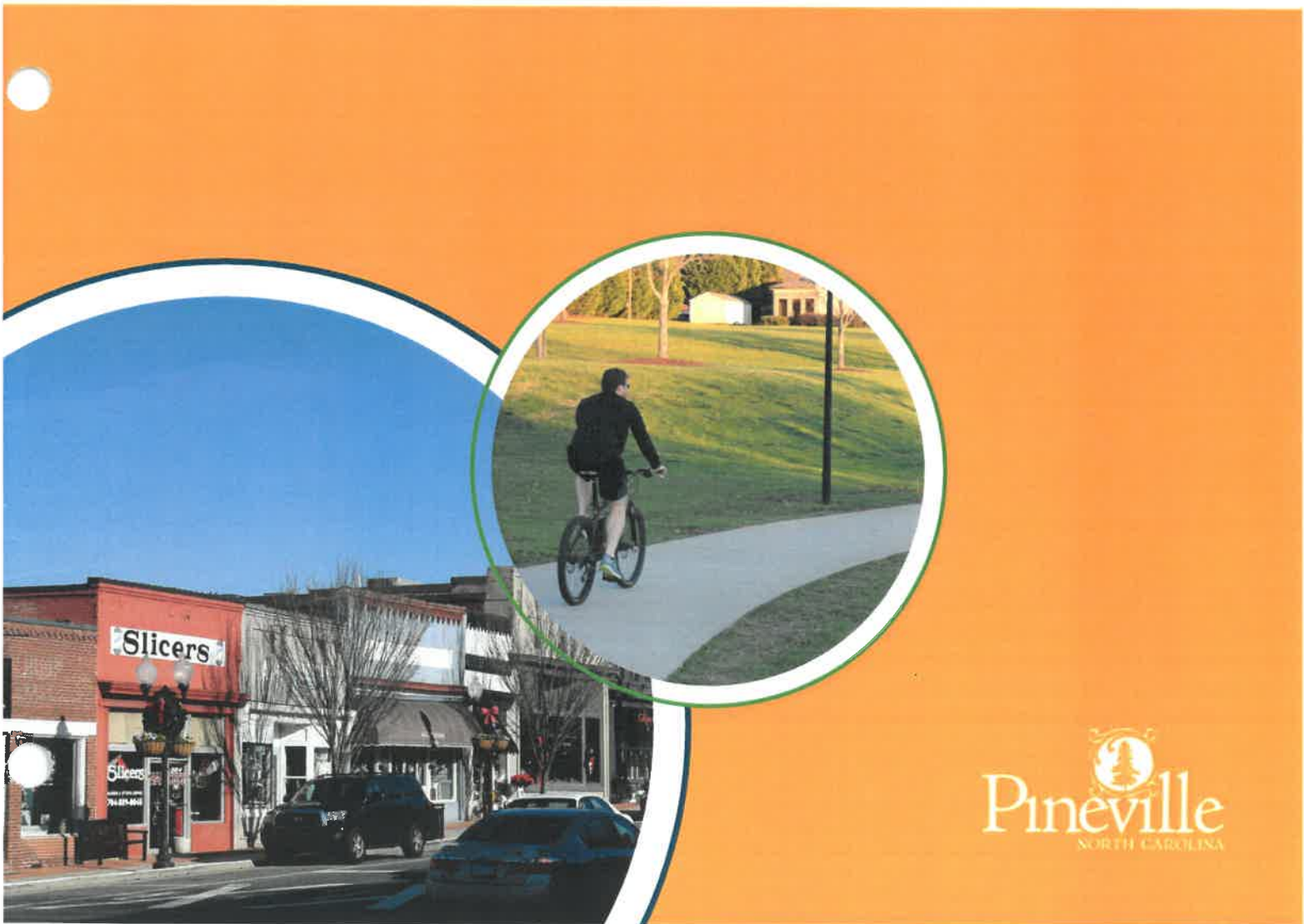
JANUARY 2021

**DRAFT**

# PINEVILLE

# MOBILITY PLAN



## Acknowledgments

We extend our sincere appreciation and gratitude to the residents, business owners, elected officials, Town staff, and stakeholders who participated in the planning process and guided the development of the Pineville Mobility Plan. Everyone's time, input, and energy are greatly appreciated.

## Project Team

Havis Morgan | Planning Director  
Brian Elgort | Town Planner  
Kimley-Horn and Associates, Inc.

## Steering Committee

Kristy Detweiler | Parks and Recreation Director  
Heather Creech | Parks and Recreation Program Coordinator  
Erik Hamilton | Parks and Recreation Athletic Coordinator  
Jordan Williams | Parks and Recreation Assistant  
Scott Futer | Park Maintenance Supervisor  
Ryan Spitzer | Town Manager  
Brian Elgort | Planning  
Tad Hardy | Park Board  
Sue Bankston | Park Board

Kimley»Horn

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Facility Recommendations	30
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# Introduction

# Overview

The Pineville Mobility Plan is a community-driven effort that assesses current bicycle, pedestrian, and transit conditions in Pineville, identifies ongoing needs, and develops recommendations for a multimodal transportation system that is safer and easier for all users. The Pineville Mobility Plan provides the model for creating an accessible, multimodal community for everyone in Pineville.

## Purpose

The Town of Pineville is a growing North Carolina community that has small town charm and, as it is just a short drive from Charlotte, access to amenities that city life offers. With an increasing population and a desire for accessible and connected multimodal transportation options, there is a demand for a more walkable and bikeable community. With those priorities in mind, the Town of Pineville developed the Pineville Mobility Plan to ensure success for future generations by creating more active transportation options for residents, businesses, and visitors.

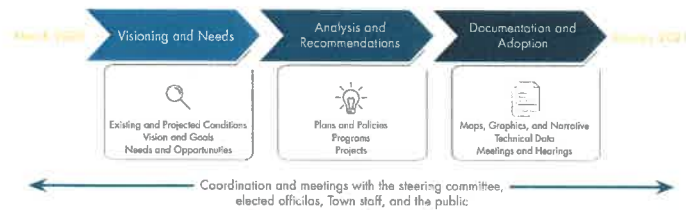
The Pineville Mobility Plan serves as a guide for future decision making and planning efforts related to multimodal transportation in Pineville. The Plan used existing data and public input to help build the foundation for coordinated recommendations. The process for this Plan followed four pillars of planning philosophy:

## Planning Process

This planning process included three key phases: Visioning and Needs, Analysis and Recommendations, and Documentation and Adoption. The Plan used existing data and public input to help build the foundation for coordinated recommendations. The process for this Plan followed four pillars of planning philosophy:

- Make better places by creating more transportation options
- Value the voices of strategic stakeholders and local citizens
- Use current plans as a starting point for future strategies
- Create solutions customized to fit the needs of our community

## Planning Process and Schedule



# Vision and Priorities

To make the Pineville Mobility Plan successful for the community, it was imperative to develop a vision and set of guiding priorities that are consistent with the needs of Pineville residents. The established vision and guiding priorities permeate throughout the document to ensure that all analysis and recommendations relate back to these critical elements.

## Pineville Mobility Plan Vision Statement

*Identify current and ongoing needs and develop recommendations for a multimodal transportation system that is safer and easier for all users.*

## Guiding Priorities

- Safety** - Limit the number of crashes and provide safe facilities for pedestrians and cyclists
- Pineville Connectivity** - Create a multimodal network within Pineville that connects Downtown, schools, businesses, and parks
- Walkability** - Provide pedestrian facilities that are accessible for all ages and users
- Bikeability** - Provide bicycle facilities that are accessible for all levels and ages of cyclists
- Transit Access** - Increase access to transit stops via active transportation facilities (biking and walking)
- Regional Connectivity** - Create the opportunities for cyclists, pedestrians, and transit users to access neighboring cities and towns



**Existing  
Conditions**

# Demographics

This chapter is intended to provide a snapshot of the current conditions related to the people of Pineville and their mobility around the town and region. Unless otherwise stated, the data analyzed is foundational to understanding Pineville's community today in order to plan for the needs of the future. The data in this chapter was provided by the Town of Pineville, Mecklenburg County, the North Carolina Department of Transportation (NCDOT), and the 2018 American Community Survey 5-Year Estimate. Data was collected in March and April 2020.

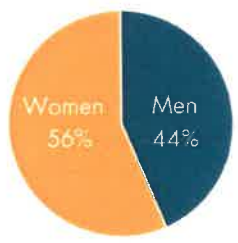
## At a Glance

### Projected Population Growth



Source: US Census Bureau, Census 2010 Summary File 1  
Est. forecasts for 2019 and 2024

### Age and Sex Distribution



### Median Household Income



Source: US Census Bureau, 2018 American Community Survey 5-Year Estimates

### Top 5 Industries in Pineville

- 18% Retail Trade
- 14% Accommodation and Food Services
- 11% Manufacturing
- 9% Health Care and Social Assistance
- 6% Construction

Source: US Census Bureau, 2017 OnTheMap

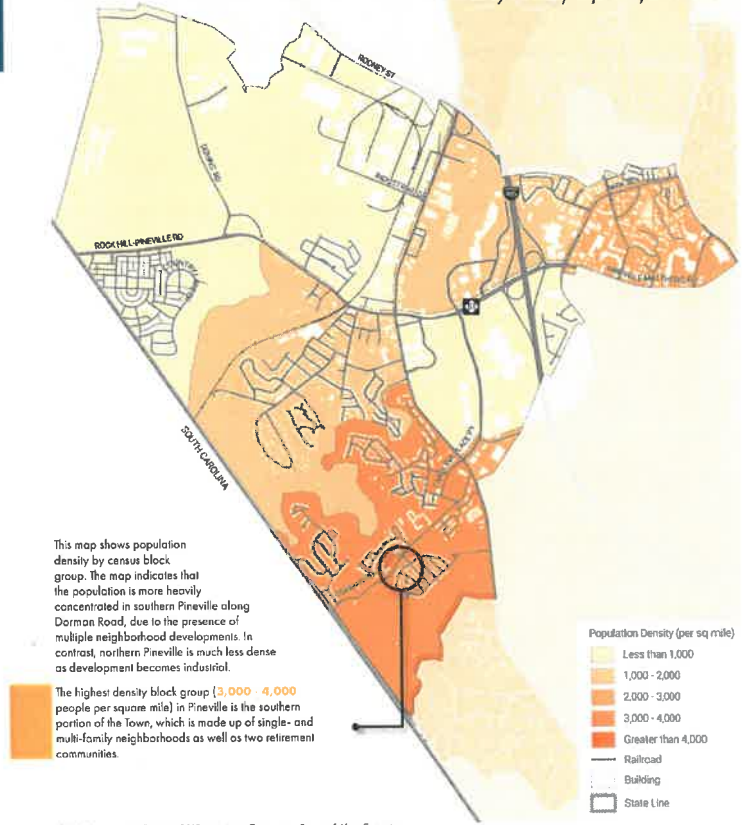
**Largest Age Group**  
25-29 years old  
849 people

**Smallest Age Group**  
75-79 years old  
239 people

### Top 5 Industries Pineville Residents Work

- 18% Retail Trade
- 17% Accommodation and Food Services
- 10% Health Care and Social Assistance
- 9% Administration & Support, Waste Management and Remediation
- 8% Professional, Scientific, and Technical Services

## Population Density Density of People per Square Mile



Source: US Census Bureau, 2018 American Community Survey 5-Year Estimates

## Population Growth

### Population Growth Rate from 2010-2018

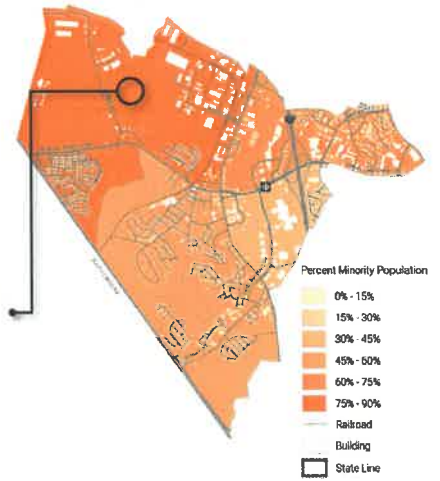


## Minority Population

### Percent Minority Population per Block Group

The minority population in the Town of Pineville is approximately 53.0%. The largest minority group are African Americans, who make up approximately 34.6% of the population. Asians make up 5.1% of the total population and 2.1% of the population identifies as two or more races. The total Hispanic population of any race in the town is 11.2%. The total minority population of Pineville is about the same as that for Mecklerburg County, which is approximately 52.7%.

The northernmost block group within Pineville has the highest minority population at about 75% - 90%. Considering the limited number of housing units in this area of Pineville, this percentage could be due to the large size of the block group, which extends farther north past the Pineville Town limits.

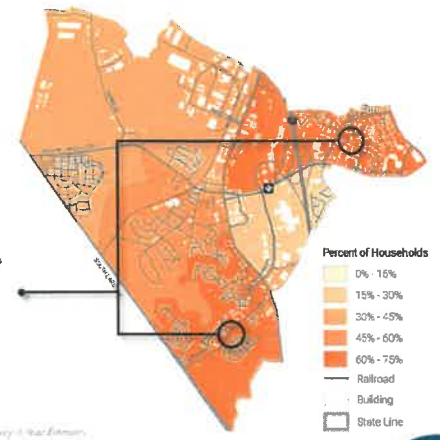


## Car Ownership

### Percent of Households with Zero to One Vehicles

This map shows the percentages of households that have access to zero to one vehicles by census block group. Within Pineville, approximately 14.9% of households do not have access to a vehicle and about 48.4% of households have access to one vehicle.

Within the southern- and easternmost block groups, approximately 75% - 90% of households have access to zero to one vehicles. This could be an indicator that these areas have sufficient transit routes and active transportation options. Conversely, these areas might be more vulnerable to a lack of mobility.

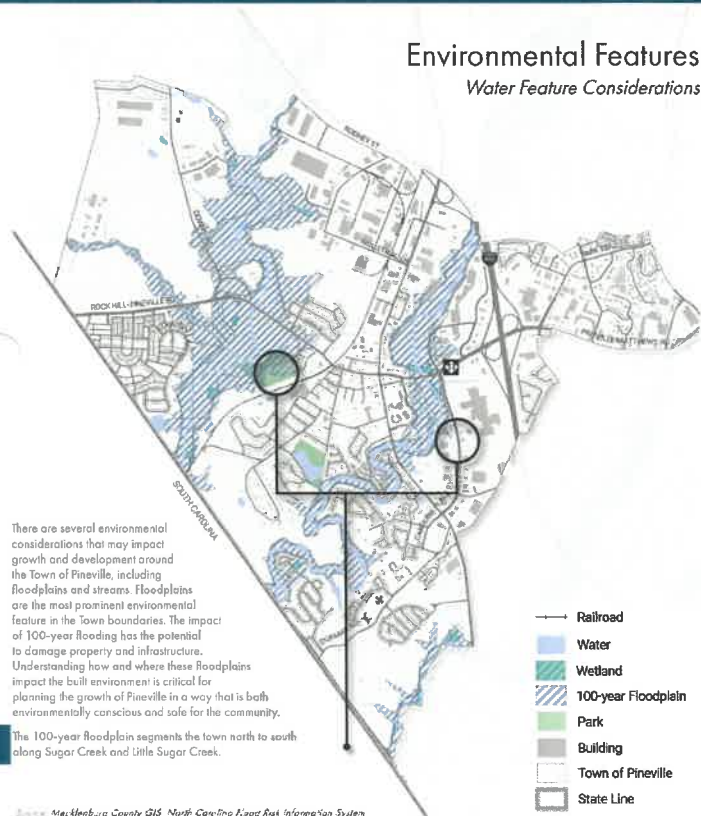


Source: US Census Bureau, 2018 American Community Survey 5-Year Estimates

# Land Use

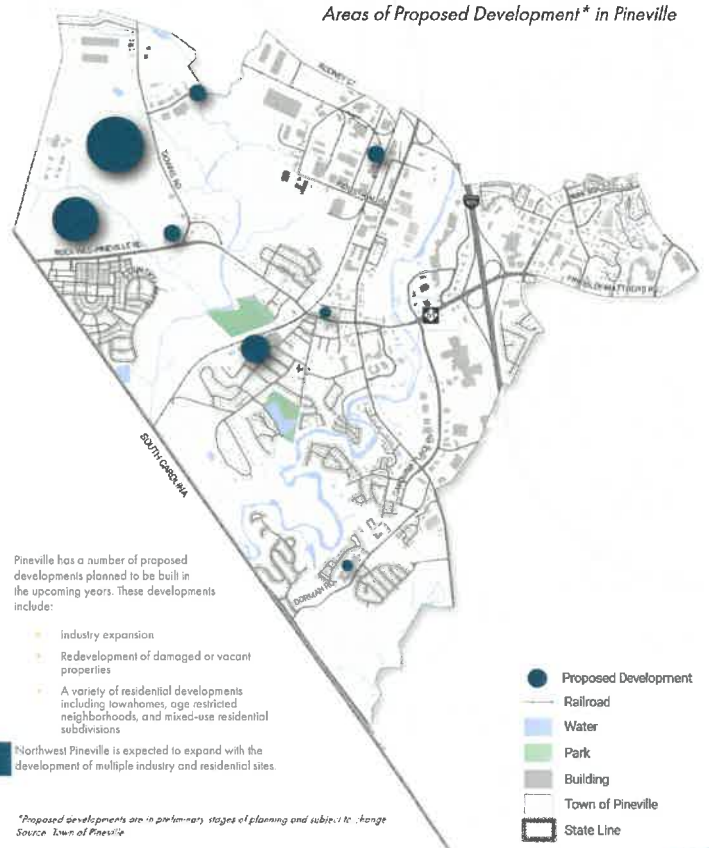
The following section evaluates the land use of Pineville, both existing and proposed, to understand how Pineville looks today and develop recommendations that will serve the town's future.

## Environmental Features Water Feature Considerations

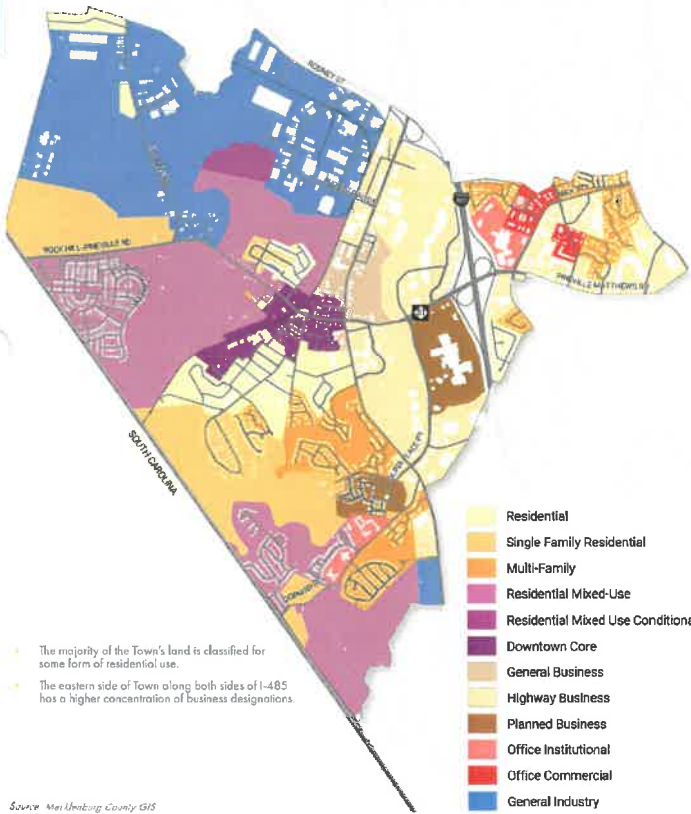


Source: Mecklenburg County GIS North Carolina Local Data Information System  
13 Pineville Mobility Plan

## Proposed Developments Areas of Proposed Development\* in Pineville



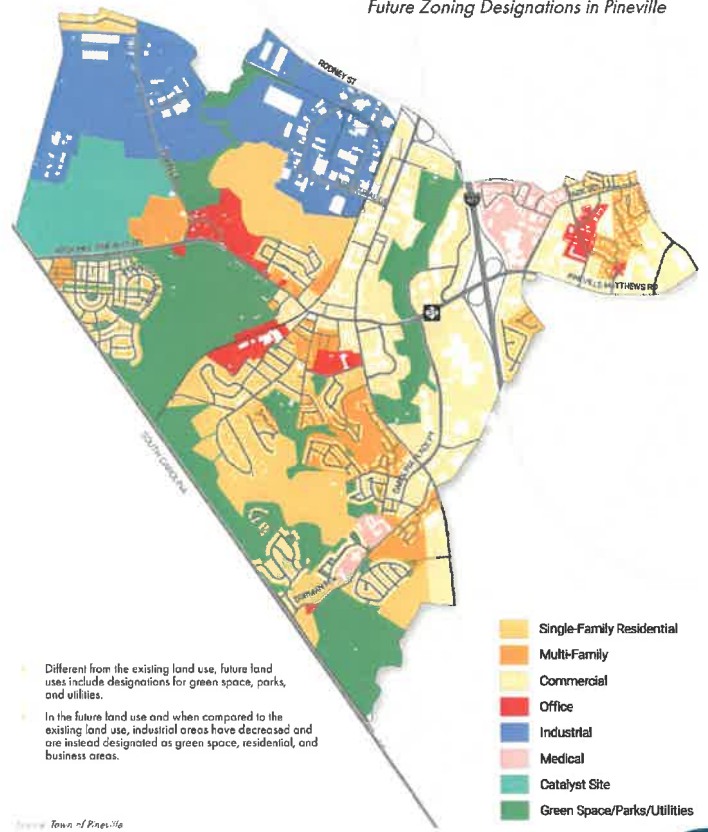
### Existing Land Use Current Zoning Designations in Pineville



- The majority of the Town's land is classified for some form of residential use.
- The eastern side of Town along both sides of I-485 has a higher concentration of business designations.

Source: Mecklenburg County GIS  
15 Pineville Mobility Plan

### Future Land Use Future Zoning Designations in Pineville



- Different from the existing land use, future land uses include designations for green space, parks, and utilities.
- In the future land use and when compared to the existing land use, industrial areas have decreased and are instead designated as green space, residential, and business areas.

Source: Town of Pineville

# Mobility Conditions

The following pages display maps and spatial data that are crucial to understanding current pedestrian, bicycle, and transit conditions in Pineville. This data will help create the foundation for future recommendations.

## How people get to work...



## Where people work...



STAY and Work in Pineville

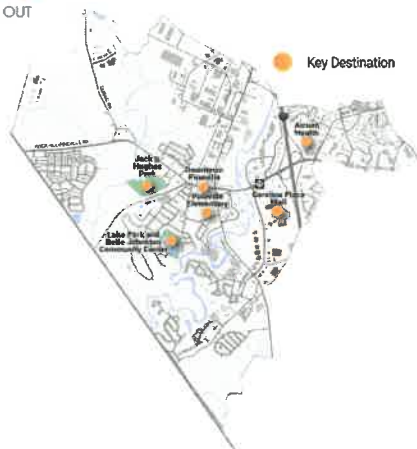
## Key Destinations

Key destinations in the Town of Pineville are the places where community members go to work, play, or recreate. These destinations include schools, parks, and shopping. Noting the connections between the key destinations will help inform the multimodal recommendations in the Pineville Mobility Plan. Providing accessible transit and active transportation options will help pedestrians and cyclists reach their desired destination.

Recreation areas of interest include Jack D. Hughes Park, Love Park, and the Belle Johnston Community Center.

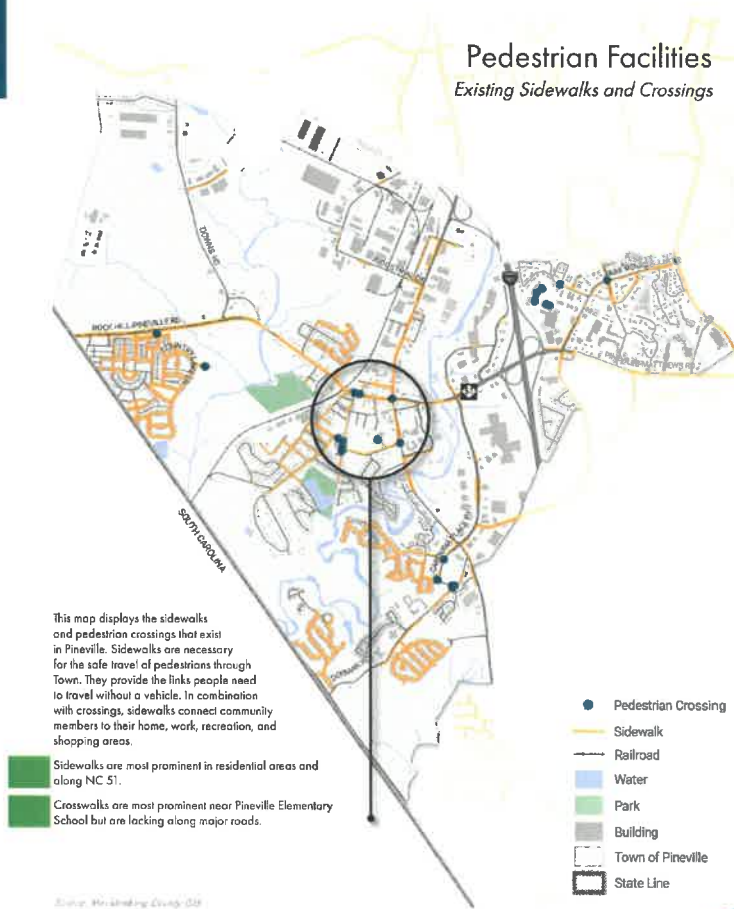
Carolina Place Mall is identified as the major center for shopping and dining in Pineville.

A primary hub for business is located near Atrium Health.



Source: US Census Bureau, 2017 Ch2MeMap, US Census Bureau, Census 2010 Summary File 1. Ex: Interstate for 2019 and 2024  
17 Pineville Mobility Plan

## Pedestrian Facilities Existing Sidewalks and Crossings



This map displays the sidewalks and pedestrian crossings that exist in Pineville. Sidewalks are necessary for the safe travel of pedestrians through town. They provide the links people need to travel without a vehicle. In combination with crossings, sidewalks connect community members to their home, work, recreation, and shopping areas.

- Sidewalks are most prominent in residential areas and along NC 51.
- Crosswalks are most prominent near Pineville Elementary School but are lacking along major roads.

- Pedestrian Crossing
- Sidewalk
- Railroad
- Water
- Park
- Building
- Town of Pineville
- State Line

Source: Walking Count 08

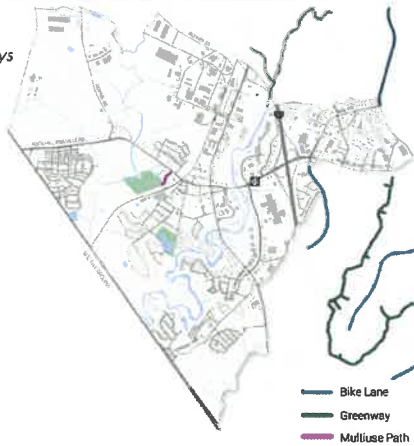


## Bicycle Facilities

### Existing Bike Lanes and Greenways

This map displays the bicycle facilities that exist in Pineville. Facilities include greenways and designated bike routes. Bike facilities give bicyclists a safe method of travel. Roads that are not designed to accommodate bicyclists can create conditions not conducive to riders, resulting in an unsafe environment. Bike facilities benefit a community by providing a connection to key destinations within Town and serving as a method of exercise.

Pineville does not currently have bicycle facilities aside from a bike lane along the Town Line on Park Road and a short, multiuse path leading to Jack D. Hughes Park.



## Greenway System

### Existing and Proposed Greenways and Trails

This map shows the existing and proposed greenways in Pineville. The Mecklenburg County Comprehensive Park and Recreation Master Plan Update (2015) includes the Greenway Master Plan, which proposes the development of four greenways in the Pineville area. The figure also shows the Carolina Thread Trail, a regional network of planned greenways and trails.

Proposed greenways in the Pineville area include:

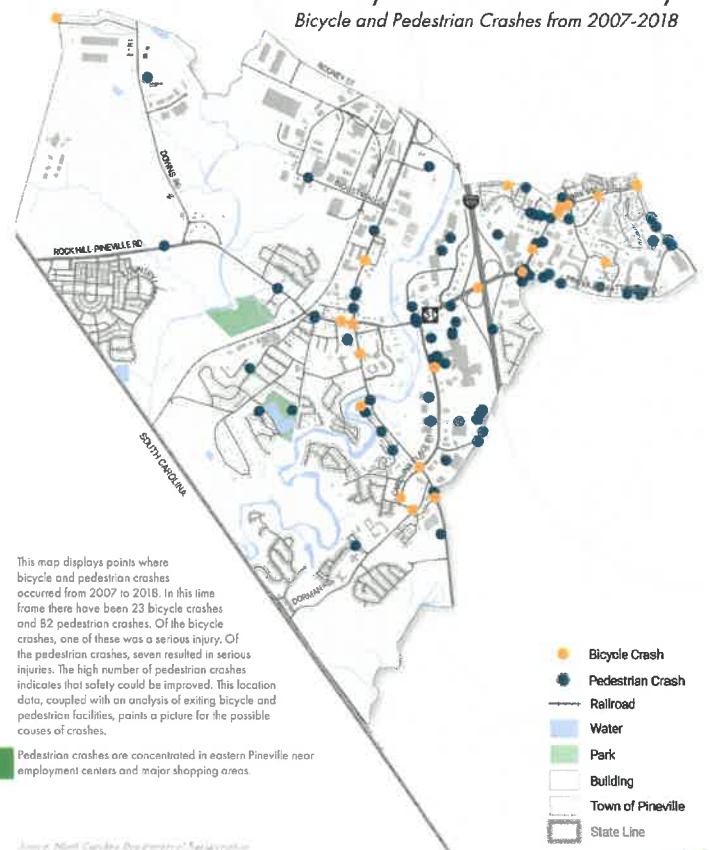
- Sugar Creek Greenway
- Little Sugar Creek Greenway
- McAlpine Creek Greenway
- McMullen Creek Greenway



Source: Mecklenburg County GIS  
19 Pineville Mobility Plan

## Bicycle + Pedestrian Safety

### Bicycle and Pedestrian Crashes from 2007-2018



This map displays points where bicycle and pedestrian crashes occurred from 2007 to 2018. In this time frame there have been 23 bicycle crashes and 82 pedestrian crashes. Of the bicycle crashes, one of these was a serious injury. Of the pedestrian crashes, seven resulted in serious injuries. The high number of pedestrian crashes indicates that safety could be improved. This location data, coupled with an analysis of existing bicycle and pedestrian facilities, paints a picture for the possible causes of crashes.

Pedestrian crashes are concentrated in eastern Pineville near employment centers and major shopping areas.

Source: North Carolina Department of Transportation

- Bicycle Crash
- Pedestrian Crash
- Railroad
- Water
- Park
- Building
- Town of Pineville
- ⋯ State Line

## Transit Routes

### Existing CATS and LYNX Blue Line Routes

The Town of Pineville is serviced by Charlotte Area Transit System (CATS) bus routes that run along NC 51 and serve North Polk Street, Carolina Place Mall, and the shops and businesses in East Pineville. This figure shows where the bus routes and stations are located in Pineville. CATS also provides a light rail service. The LYNX Blue Line ends just north of Pineville at the Sharron Road West Station. The bus and rail systems serve as a connection to the greater Charlotte region.

CATS bus routes that service the Pineville area include 19, 42, 43, 51, and 58.

CATS light rail that service Pineville include the LYNX Blue Line.



○ CATS Bus Route  
○ LYNX Blue Line

## Potential LYNX Stations

### Areas for Potential LYNX Blue Line Stations

In October 2019, the Town of Pineville passed a Resolution of Support to extend the LYNX Blue Line light rail to Pineville and Ballantyne. The goals of this extension are to:

- Increase access for residents to major employment and commercial centers
- Promote urban and mixed-use development in areas of opportunity
- Increase corridor capacity to address congestion along I-485 and Johnston Road

Preliminary areas for the potential stations in Pineville are proposed along I-485, north of the I-485/NC 51 Interchange, and near the Carolina Place Mall.\*

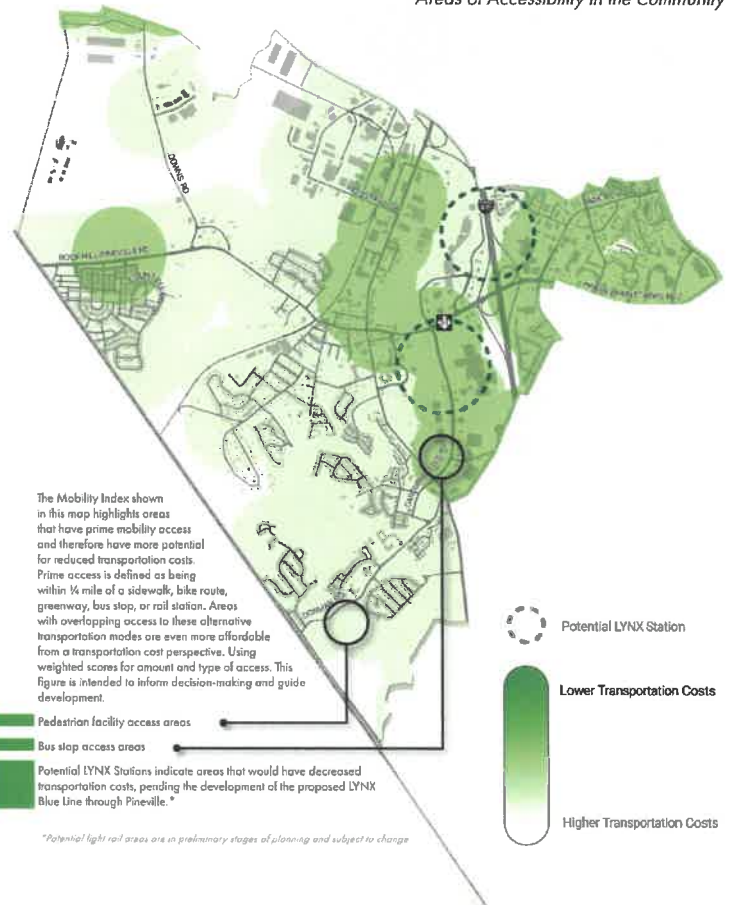


○ Potential Station Area

Source: Mecklenburg County GIS, Charlotte Area Transit System (CATS)  
\*Potential light rail areas are in preliminary stages of planning and subject to change

## Mobility Index

### Areas of Accessibility in the Community



The Mobility Index shown in this map highlights areas that have prime mobility access and therefore have more potential for reduced transportation costs. Prime access is defined as being within 1/4 mile of a sidewalk, bike route, greenway, bus stop, or rail station. Areas with overlapping access to these alternative transportation modes are even more affordable from a transportation cost perspective. Using weighted scores for amount and type of access. This figure is intended to inform decision-making and guide development.

■ Pedestrian facility access areas  
■ Bus stop access areas

Potential LYNX Stations indicate areas that would have decreased transportation costs, pending the development of the proposed LYNX Blue Line through Pineville.\*

\*Potential light rail areas are in preliminary stages of planning and subject to change

○ Potential LYNX Station

■ Lower Transportation Costs

■ Higher Transportation Costs

# Existing Plans and Policies

It is vital to understand bicycle recommendations that already exist and to leverage work that has already been conducted by planning professionals. This section outlines various planning efforts that contain recommendations relevant to the development of the Pineville Mobility Plan. All recommendations listed are summarized from their respective documents.

## 2045 Metropolitan Transportation Plan

### Overview

The 2045 Metropolitan Transportation Plan (MTP) is a long-range vision for the Charlotte region that focuses on current and future transportation needs.

### Key Projects

**Little Sugar Creek Greenway** – Extend greenway along Little Sugar Creek to Pineville

**Pineville-Matthews Road** – Improve Pineville-Matthews Road from Park Road to Carmel Road by implementing access management solutions and bicycle and pedestrian facilities

**Park Road** – Widen Park Road from Johnston Road to Pineville-Matthews Road from two to four lanes with a median, bike lanes, and sidewalks

**CONNECT Our Future Recommended Transit Network** – Identify projects that expand the transit network Pineville



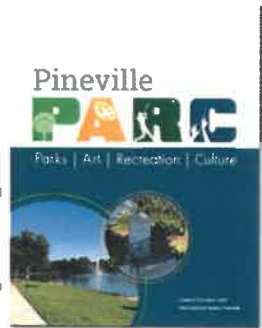
## Pineville PARC Plan

### Overview

Pineville developed the PARC Plan in 2020 to plan the future of the Parks and Recreation department. **PARC stands for Parks, Art, Recreation, and Culture.** Pineville is committed to serving its citizens in these four categories by providing quality parks, fun recreation opportunities, and classes and events to bring the community together.

### Goals

- Provide more sports facilities, including baseball, tennis, and basketball courts
- Provide two miles of trails, including accessible connections to the proposed Little Sugar Creek Greenway extension
- Expand Belle Johnston Community center to provide more space for staff and activities
- Provide a neighborhood park for the neighborhoods of East Pineville
- Help the department function smoothly as parks and trails are built by hiring staff and increasing maintenance office space



### Key Projects

- Lake Park expansion
- Jack D. Hughes Park expansion
- Belle Johnston Community Center Expansion
- Goodsell Park

## Pineville Zoning Ordinance

### Overview

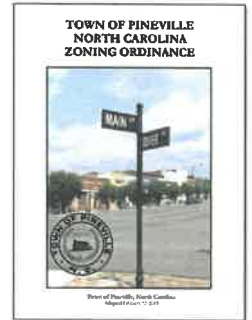
The Town of Pineville zoning regulations are key to guiding the Town's growth and development to promote the health and welfare of its citizens while retaining the Town's sense of community.

### Key Ordinances

**6.1.15 Downtown Overlay District** – Emphasizes the importance of pedestrian movement and facilities in the Downtown

**6.1.17 The Corridor Overlay District** – Highlights the significance of streetscape features, such as trees, seating, bicycle lanes, and wide sidewalks on primary transportation corridors

**7.27 Pedestrian Walkway and Sidewalk Connections** – Requires new commercial development in business, office, or industrial zoning districts; multi-family development; and non-residential uses in residential zoning districts to provide safe and adequate sidewalk facilities to promote and encourage pedestrian circulation





# Engagement

# Engagement

Public input is vital to any planning process and the Pineville Mobility Plan was a community-driven effort. This plan is designed to provide the residents of Pineville with the pedestrian and bicycle infrastructure that fits their needs. The approach to gathering community input included two major outreach events: a combined survey and public workshop to identify needs and an interact digital survey to solicit feedback on recommendations and prioritization.

## Public Workshop

In March 2020, the Pineville Mobility Plan was introduced to the public at a workshop-style public meeting. The event featured a wide variety of information and activity stations designed to educate attendees on the mobility planning process, engage them via interactive activities, and gather meaningful feedback that would guide the Plan's recommendations. Key takeaways from the workshop are discussed here and a full summary of the results can be found in Appendix A.

Nearly **60** Attendees

Walking and biking in Pineville today:

Ideal vision for walking and biking in Pineville:



### Key Takeaways

- Most attendees lived in central Pineville and their favorite destinations included Pineville Lake Park, Jack D. Hughes Park, and Main Street.
- The most popular pedestrian and bicycle facilities in the Visual Preference Survey were greenways and multiuse paths.
- Participants ranked the guiding priorities, identifying safety as their #1 priority. The graphic to right is representative of average response scores.
- The most commonly identified barriers to pedestrians and bicyclists were along Main Street. Participants also noted the lack of connections to Jack D. Hughes Park and between the McCullough neighborhood and Main Street.



# Public Survey

The online Pineville Mobility Plan survey was open for more than a month and was widely distributed by the Town of Pineville to its residents. The survey solicited feedback on which policy areas, physical areas, and specific mobility improvement projects were most important to residents. Highlights from the survey are shown below and a full survey summary can be found in Appendix B.

Engagement

174

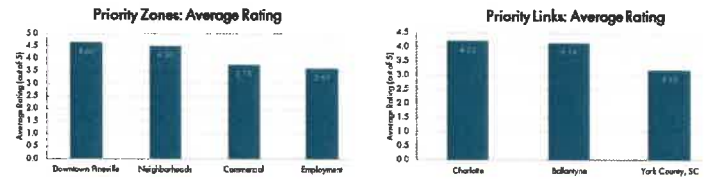
Respondents

Start Date: September 1st, 2020  
End Date: October 5th, 2020

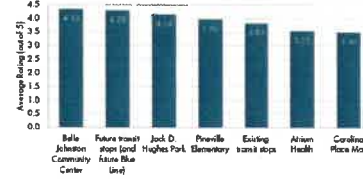
What policy areas are most important?



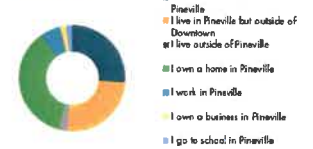
Where is mobility most important?



Priority Locations: Average Rating



Which of the following best describes you?





# Facility Recommendations

# Recommendations

This chapter highlights the recommended physical improvement projects, including corridor facilities, intersection-level improvements, and transit stop improvements. Draft recommendations were formed and the public survey participants provided feedback. The recommendations discussed in this chapter represent the culmination of these outreach efforts as well as input from Town Staff and the Steering Committee.

## Needs Identification Process

The pedestrian, bicycle, and transit network recommendations were developed by layering existing condition data with the needs, input, and feedback of the outreach efforts. This process was essentially a formula where the appropriate data points, analysis, and input were entered and the results were the plans' recommendations. The process outlined here was critical to understanding how the recommendations were developed. The remainder of this chapter focuses on facility recommendations but it's important to note that this process applies to other plan recommendations as well, such as prioritization, policies, and programs.



## Bicycle and Pedestrian Facilities

The recommended pedestrian and bicycle facilities for Pineville consist of five different facility types, outlined below. These facility types work together to create a more connected transportation network that provides access and safety for pedestrians and bicyclists while considering the vital role of the automobile.



### Multiuse Paths/Greenways

A multiuse path is a facility that may be used by bicyclists, pedestrians, and other non-motorized users. They are separated from the roadway by an open space or physical barrier. A greenway serves the same function but, instead of running along a road, they are located in more natural or forested areas.

- This facility is buffered and therefore offers the most safety from vehicles



### Bicycle Lanes

A bicycle lane is a marked travel lane along a portion of the roadway that has been designated for preferential or exclusive use for bicyclists.

- Dedicated space for bicyclists delineated by painted lines
- May be incorporated in conjunction with road diet projects
- Buffered or protected bicycle lanes should be considered where possible during the design phase



### Shared Lane Markings (Sharrow)

A shared lane marking is a street marking installed to indicate where cyclists may use the entire lane with vehicles.

- These painted lane markings are often accompanied by signage
- Sharrow markings do not require additional right-of-way acquisition



### Paved Shoulders

A paved shoulder is a part of the highway. It is directly adjacent to the regularly traveled portion of the highway and more safely accommodates bicycles. Paved shoulders are specifically designed for vehicles to have safe places to pull off from the road, but as an auxiliary function also provide space for cyclists.

- Provide additional space at the edge of the roadway for cyclists
- Completed in conjunction with all types of roadway improvements



### Sidewalks

A sidewalk is a paved pathway for pedestrians, typically on both sides of a road.

- Filling gaps will provide connectivity to and between neighborhoods and activity centers
- Create continuous pathways at both sides of intersections
- Recommended connections on one or both sides of existing roadways

### Bicycle Recommendations



### Pedestrian Recommendations





## Multimodal Intersection Improvements

To complement the bicycle and pedestrian corridor recommendations, multimodal improvements are proposed at eight intersections throughout the Town (shown in the Pedestrian Recommendations map on the previous page). These intersection improvements would provide points of access between the proposed bicycle and pedestrian recommendations to support connectivity in Pineville. The multimodal recommendations include:



### Pedestrian Crossing Installation

Installing a pedestrian crossing would not only provide a connection, but also make sure the intersection improves pedestrian safety, visibility, and accessibility by including shorter crossing distances, pedestrian refuge islands, ADA ramps, and high-visibility crosswalks.



### Signal Improvements

At signalized intersections, pedestrian pushbuttons, leading pedestrian phases, and pedestrian countdowns can be applied to enhance safety of crossings within crosswalks.



### Bicycle Crossing Installation

Bicycle crossings should create a safe environment for bicyclists to cross an intersection by including some variation of bike boxes, bike-friendly signals, forward stop bars, traffic islands, and setback bicycle crossings.



### Pedestrian Beacon

These beacons can be applied at non-signalized intersections to enhance the visibility of pedestrians and bicyclists crossing mid-block or marked intersections.



### Safe Railroad Crossing

There are a variety of treatments to provide accessible surfaces, increased safety, and comfortable crossings.

The following matrix identifies the intersections and their recommended improvements

Recommendations Matrix	Pedestrian Crossing Inst.	Bicycle Crossing Inst.	Safe Railroad Crossings	Signal Improvements	Pedestrian Beacon
NC 51 and Cranford Dr					
NC 51 and Dover St/Railroad					
NC 51 and Laitner Dr/Carolina Place Pkwy					
NC 51 and Park Rd					
NC 51 and Park Cedar Dr					
NC 51 and McMullen Creek Pkwy					
Lowry St and Marina Dr					
Lancaster Hwy and Carolina Place Pkwy					

## Transit Improvements

In addition to the bicycle and pedestrian improvements, this Plan also recommends enhancing multiple bus stops in the Town. Many of the bus stops in Pineville are lacking basic amenities, such as seating and lighting. These amenities are vital to the accessibility, comfort, and safety of transit. Five bus stops have been identified as priority stops where improvements are most vital. These priority stops are dispersed throughout the Town and, combined, they serve all five routes that run in Pineville. An amenities inventory of these priority stops is displayed in the matrix below. An inventory of all 26 stops within Pineville is included in Appendix C.

### Priority Bus Stop Existing Inventory

Transit Stop Location	Stop ID	Shelter	Seating	Trash Can	Lighting	Map/Info.	Sidewalk Access	Bike Access
Johnston Rd & McMullen Creek Pkwy	13310							
Park Rd & Willow Ridge Rd	21345							
Park Rd at Sam's Club	21426							
Polk St at 400	37080							
Hwy 51 & Marfield Ln	49339							

### Recommended Improvements

The recommendations for the priority bus stops are detailed below. Since all bus stops are owned and maintained by CATS, collaboration between the Town and the transit agency is necessary to implement these changes.

#### Johnston Rd & McMullen Creek Pkwy

This bus stop currently only has sidewalk access and lighting provided by a streetlight. To improve this stop, a shelter with seating, a trash can, and system information should be installed. Additionally, the stop should be given bike access once the planned greenway is constructed.

#### Park Rd & Willow Ridge Rd

This bus stop currently only has lighting provided by a streetlight. To improve this stop, sidewalk and bike access should be given to the stop with the implementation of the bike lane and sidewalk that are proposed in this plan. This stop should also have a shelter with seating, a trash can, and system information.

#### Park Rd at Sam's Club

This bus stop currently only has sidewalk access. To improve this stop, a shelter with seating, a trash can, and system information should be installed. Lighting would improve the safety of the stop. Additionally, the stop should be given bike access once the planned greenway is constructed.

#### Polk St at 400

This bus stop currently only has sidewalk access and lighting provided by a streetlight. To improve this stop, a shelter with seating, a trash can, and system information should be installed. Additionally, bike access should be given to the stop with the implementation of the multi-use path proposed in this Plan.



#### Hwy 51 & Marfield Ln

This bus stop currently only has sidewalk access and an ADA ramp. To improve this stop, a shelter with seating, a trash can, and system information should be installed. Lighting should be installed as well to improve the safety of the stop.

# Demonstration Projects

The second public survey asked participants to pick the top five projects they want implemented. The project team then ranked the projects based on the combined community feedback. The ten top-ranked project segments were assigned to create five demonstration projects that are highlighted in this chapter with a greater level of detail. Of the overall list of recommended multimodal projects, these demonstration projects are most likely to garner public support and are critical to the future vision of Pineville.

## NC 51 (Main Street/Pineville-Matthews Road)

Seguin Creek to McMiller Creek Parkways

### RECOMMENDATION

These projects would create a multiuse path for pedestrians and cyclists along both sides of NC 51/Main Street/Pineville-Matthews Road. This path would connect Downtown Pineville to Jack D. Hughes Memorial Park and the surrounding neighborhoods as well as to areas east of I-485, including Atrium Health. The 2.55-mile path is broken into three segments, which can be seen on the map on the previous page.

Length (Miles)	Facility Cost Estimate
Segment 1: 0.83	Segment 1: \$6,980,000
Segment 2: 0.76	Segment 2: \$6,520,000
Segment 3: 0.96	Segment 3: \$6,760,000

Facility Type	Constraints and Other Costs
Multiuse Path	Pineville Commercial Historic District, the railroad tracks, and I-485 may be challenges to road improvement. Right-of-way will need to be acquired. Expanding the bridge across Little Sugar Creek may require an assessment of environmental impact.

### GUIDING PRIORITIES

(Goals that are met with this project are shown in full color.)



### ILLUSTRATIVE STREET CROSS-SECTION



## Project Characteristics

The demonstration projects and their planning-level cost estimates are shown on the following pages. Each demonstration project page details the project characteristics and highlights the guiding priorities (presented in Chapter 1) the project would address. A description of these characteristics are highlighted below.

#### 1. Recommendation

A brief description of the project and its extents provided for context.

#### 2. Length

The length of the project segment.

#### 3. Facility Cost Estimate

High-level cost estimates developed utilizing the 2019 NCDOT Bicycle-Pedestrian Cost Estimation Tool. This tool assesses a wide variety of factors and characteristics of a project to generate a cost estimate that includes design, right-of-way acquisition, utilities work, and construction.

#### 4. Facility Type

The type of facility that is recommended.

#### 5. Constraints and Other Costs

Other constraints and factors that may affect the cost and/or implementation of the project.

#### 6. Guiding Priorities

Priorities addressed by the project are shown in full color, while unaddressed priorities are dimmed.

#### 7. Illustrative Street Cross-Section

An illustrative representation of the potential street cross section.



## South Boulevard/Polk Street/Lancaster Highway

Westinghouse Boulevard to Mt. Alpine Creek

### RECOMMENDATION

These projects would create a multiuse path for pedestrians and cyclists along both sides of South Boulevard/Polk Street/Lancaster Highway. This path would provide a valuable north-south connection to some of Pineville's main commercial areas. The facility would connect to other recommended bike paths at Main Street (NC 51), Lowry Street, Carolina Place Parkway, and Dorman Road. The 3.66-mile facility, to be constructed in four segments, would connect to South Charlotte, many existing transit stops, and Pineville Elementary. These segments can be seen on the map on page 37.

**Length (Miles)**

- Segment 1: 0.81
- Segment 2: 1.17
- Segment 3: 0.89
- Segment 4: 0.79

**Facility Cost Estimate**

- Segment 1: \$8,595,000
- Segment 2: \$10,950,000
- Segment 3: \$7,005,000
- Segment 4: \$4,350,000

**Facility Type**

Multiuse Path

**Constraints and Other Costs**

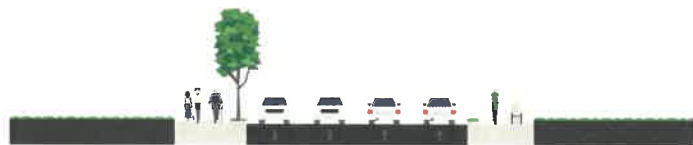
Expanding the I-485 overpass bridge may present a barrier to implementation and expanding the bridge across Little Sugar Creek may require an assessment of environmental impact. Right-of-way will need to be acquired.

### GUIDING PRIORITIES

(Goals that are met with this project are shown in full color.)



### ILLUSTRATIVE STREET CROSS-SECTION



## Lowry Street

Johnston Drive to South Polk Street

### RECOMMENDATION

This project would create a multiuse path on the south side of Lowry Street between Johnston Drive and South Polk Street. This path would provide convenient bicycle and pedestrian access to Pineville Elementary as well as nearby churches and neighborhoods. The facility would also connect recommended bike facilities on Johnston Drive and South Polk Street. A map of the facility is on page 37.

**Length (Miles)**

0.33

**Facility Cost Estimate**

\$1,110,000

**Facility Type**

Multiuse Path

**Constraints and Other Costs**

Right-of-way will need to be acquired, including at the Pineville City Cemetery, which could be a challenge. A potential conflict with school buses may arise near Pineville Elementary during construction.

### GUIDING PRIORITIES

(Goals that are met with this project are shown in full color.)



### ILLUSTRATIVE STREET CROSS-SECTION



## Johnston Drive

NC 51 (Main Street) to Belle Johnson Community Center

### RECOMMENDATION

This project would add a sharrow (shared-lane marking) along the entire length of Johnston Drive to provide an important connection from Downtown Pineville to Belle Johnson Community Center and other future bike facilities. This facility would be neighborhood friendly and welcoming for all riders. A map of the facility is on page 37.

Length (Miles) 0.49	Facility Cost Estimate \$20,000
Facility Type Sharrows	Constraints and Other Costs None are predicted.

### GUIDING PRIORITIES

(Goals that are met with this project are shown in full color.)



### ILLUSTRATIVE STREET CROSS-SECTION



## New Greenway

Crystal Lake Drive to Sugar Creek

### RECOMMENDATION

This project would provide a connection from the McCullough neighborhood to a greenway proposed in the Mecklenburg County Comprehensive Park and Recreation Master Plan Update (2015). The implementation of the greenway network would provide a critical link for the McCullough neighborhood, which currently has little bicycle and pedestrian access to the rest of Pineville. A map of the facility is on page 37.

Length (Miles) 0.31	Facility Cost Estimate \$910,000
Facility Type Greenway	Constraints and Other Costs Right-of-way will need to be acquired, and environmental impact on Sugar Creek will need to be assessed.

### GUIDING PRIORITIES

(Goals that are met with this project are shown in full color.)



### ILLUSTRATIVE STREET CROSS-SECTION





# Implementation Plan

# Prioritization

In addition to the foundational analysis (existing conditions, engagement) that helped to develop the facility recommendations, a quantitative analysis was created to help prioritize the identified projects. It included a weighted scoring process to assess each project on a wide variety of criteria derived in part by the responses from the interactive digital survey. The goal of the prioritization is to provide the Town with a guide and timeline for implementing the projects.

## Methodology

Using a quantitative methodology, projects were sorted into three prioritization tiers (short-term, mid-term, and long-term). In general, short-term projects are intended to be completed (or initiated) prior to mid-term and long-term projects. However, prioritization should be flexible to changes in available time, resources, and the Town's interests. The prioritization process consisted of assessing each project in three major categories. Each category was then broken down into different sub categories that were assessed individually for each project. Each category was applied a score and then weighted based on feedback from the public collected during the public survey to yield an overall weighted score for each project.

### Priority Zones

Priority zones were identified as general areas within the community that are desirable for enhancing connectivity to and within. Projects were assessed for whether or not they connected to or passed through one of the following zones:

- Commercial Areas
- Employment Areas
- Neighborhoods
- Downtown Pineville

### Priority Links

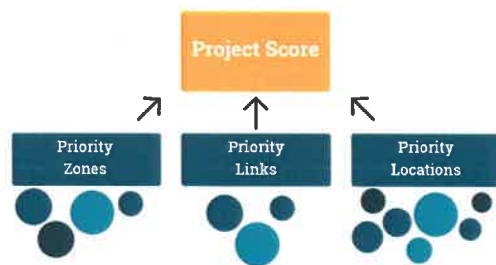
Priority links represent regional links that were identified as important destinations outside of Pineville. Projects were assessed for whether or not they provided direct or indirect connections to one of these three regional areas:

- Charlotte, NC
- Ballantyne (Area in Charlotte)
- York County, SC

### Priority Locations

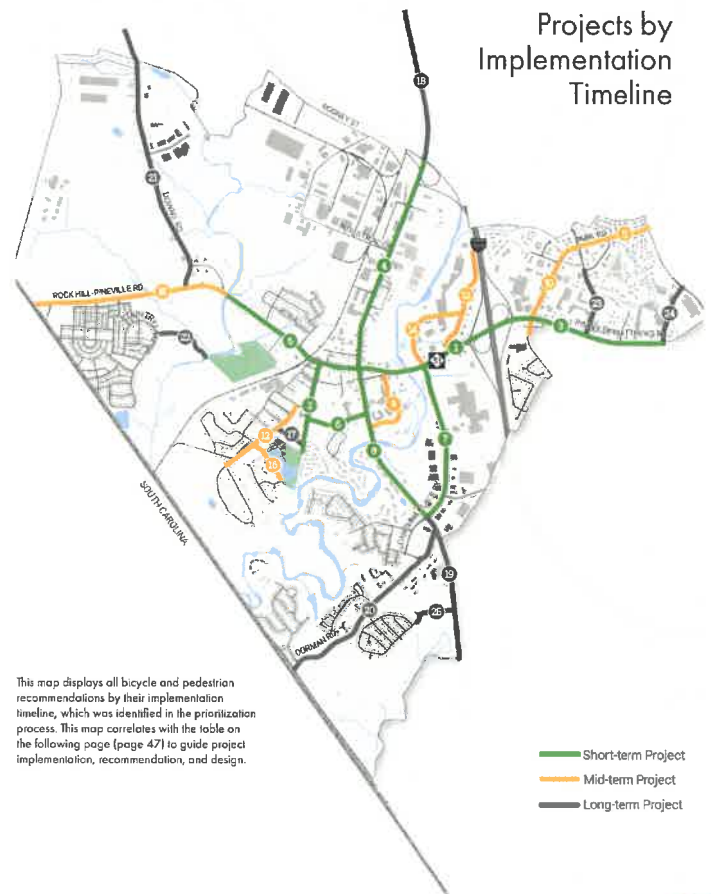
Priority locations were identified as community features that are destinations for Pineville residents in their daily lives. Projects were assessed for whether or not they provided connection to one of these key locations:

- Atrium Health
- Belle Johnston Community Center
- Carolina Place Mall
- Existing Transit Stops
- Future Transit Stops
- Jack D. Hughes Park
- Pineville Elementary



Public feedback determined the importance of each zone, link, and location

## Projects by Implementation Timeline



This map displays all bicycle and pedestrian recommendations by their implementation timeline, which was identified in the prioritization process. This map correlates with the table on the following page (page 47) to guide project implementation, recommendation, and design.

- Short-term Project
- Mid-term Project
- Long-term Project

## Prioritized Projects

The table below shows all bicycle and pedestrian corridor recommendations. The table details the results of prioritization by documenting the weighted scores for each priority zone, priority link, and priority location. The combination of these scores resulted in the final weighted score to help determine which implementation tier each project was sorted into.

<b>Short-term &lt; 5 Years</b>	<b>Mid-term 5-10 Years</b>	<b>Long-term 10+ Years</b>
------------------------------------	--------------------------------	--------------------------------

ID	Facility Name	Extents	Length (Miles)	Facility Type	Facility Name	Priority Zone Weighted Score	Priority Link Weighted Score	Priority Location Weighted Score	Final Weighted Score
1	NC 51 (Pineville-Matthews Road)	Polk Street and I-485	0.76	Multilane Path	NC 51 (Pineville-Matthews Road)	3.5	4	7	521
2	Johnston Drive	NC 51 (Main Street) to End of Road	0.49	Sharrow	Johnston Drive	5.5	0	5	452
3	NC 51 (Pineville-Matthews Road)	I-485 and McMullen Creek Parkway	0.96	Multilane Path	NC 51 (Pineville-Matthews Road)	5	4	3.5	416
4	South Boulevard/North Polk Street	I-485 and NC 51 (Main Street)	1.17	Multilane Path	South Boulevard/North Polk Street	3.5	3.5	4	400
5	Lowry Street	Johnston Drive and South Polk Street	0.33	Multilane Path	Lowry Street	3	0	5	400
6	NC 51 (Main Street)	Sugar Creek and Polk Street	0.83	Multilane Path	NC 51 (Main Street)	4	0	5	393
7	Carolina Place Parkway	NC 51 and Lancaster Highway	0.84	Multilane Path	Carolina Place Parkway	2	6	4.5	371
8	South Polk Street	NC 51 (Main Street) and Carolina Place Parkway	0.69	Multilane Path	South Polk Street	4	0	4.5	360
9	Towne Centre Boulevard	NC 51 (Pineville-Matthews Road) to South Polk Street	0.44	Sidewalk	Towne Centre Boulevard	2	0	5.5	337
10	Park Road	Hunter Ridge Road and Park Cedar Drive	0.56	Bike Lane and Sidewalk	Park Road	2	6	3.5	324
11	Park Road	Park Cedar Drive and Johnston Road	0.40	Bike Lane and Sidewalk	Park Road	4	6	1.5	310
12	Lakeview Drive	Cane Avenue and Lynnwood Lane	0.51	Bike Lane	Lakeview Drive	3	0	4	308
13	Centrum Parkway	NC 51 (Pineville-Matthews Road) to End of Road	0.58	Bike Lane and Sidewalk	Centrum Parkway	2	0	4.3	290
14	Lithner Drive	NC 51 (Pineville-Matthews Road) to Centrum Parkway	0.50	Sidewalk	Lithner Drive	2	0	4.5	290
15	NC 51 (Rock Hill-Pineville Road)	Town Boundary and Sugar Creek	1.09	Bike Lane	NC 51 (Rock Hill-Pineville Road)	2.5	7	2	287
16	Lake Drive	Lakeview Drive and Parklake Drive	0.25	Sharrow	Lake Drive	3	0	3.3	283
17	Olive Street	Johnston Drive to Lakeview Drive	0.46	Sidewalk	Olive Street	3	0	2.3	236
18	South Boulevard	Westinghouse Boulevard and I-485	0.81	Multilane Path	South Boulevard	2	7.5	1	227
19	Lancaster Highway	Carolina Place Parkway and McAlpine Creek	0.79	Multilane Path	Lancaster Highway	2.5	4	1	200
20	Dorman Road	Lancaster Highway and Town Boundary	1.16	Bike Lane and Sidewalk	Dorman Road	3	3	0.3	188
21	Downs Road	NC 51 (Rock Hill-Pineville Road) and Westinghouse Boulevard	1.45	Paved Shoulder	Downs Road	1	2.5	2	181
22	New Greenway	Crystal Lake Drive and Sugar Creek	0.31	Greenway	New Greenway	1.5	0	2.5	177
23	Park Cedar Drive	NC 51 (Pineville-Matthews Road) to Feldspar Lane	0.37	Sidewalk	Park Cedar Drive	2	0	1.2	150
24	McMullen Creek Parkway	NC 51 (Pineville-Matthews Road) to Johnston Road	0.32	Sidewalk	McMullen Creek Parkway	2	0	1.0	126
25	Green Birch Drive	Lancaster Highway to Green Birch Drive	0.22	Sidewalk	Green Birch Drive	1.5	0	0	060

## Funding Options

Implementation requires taking advantage of federal, state, local, and private funding opportunities. As a municipality in a North Carolina metropolitan planning organization (MPO), the Town of Pineville can use federal and state funding that has been allocated to NCDOT Division 10 or to the Charlotte Regional Transportation Planning Organization (CRTPO). The Town's capital improvement program and private entities are other sources that can be used to implement the recommendations of the Pineville Mobility Plan. Some of these funding sources are summarized in the sections below.

### Fixing America's Surface Transportation (FAST ACT)

The most recent surface transportation legislation, Fixing America's Surface Transportation (FAST) Act, was passed in December 2015. It restructured several of the funding programs that were active in the previous legislation, Moving Ahead for Progress in the 21st Century (MAP-21). For the programs described below, the Town of Pineville would apply to the CRTPO for funding and provide a 20% local match.

#### Surface Transportation Block Grant Program

MAP-21's Surface Transportation Program-Direct Attributable (STPDA) was changed to the Surface Transportation Block Grant Program (STBG) in the FAST Act. Municipalities within MPO study areas can submit projects for STBG funding through the MPO. Eligible projects include roadways, transit (operations excluded), bike facilities, pedestrian facilities, truck parking areas, and intelligent transportation systems (ITS) improvements.

#### Transportation Alternatives

What was once the Transportation Alternatives Program (TAP) is now a set-aside under STBG called Transportation Alternatives (TA). Eligible projects include pedestrian and bicycle facilities, recreational trails, and Safe Routes to School (SRTS) projects. Municipalities can apply for Transportation Alternatives funding in the same way they would apply for STBG funding.

#### Metropolitan Planning

The FAST Act maintains MAP-21's metropolitan planning funding program. Jurisdictions that are members of an MPO can apply for this funding for planning studies. Localities must provide a 20% local match and can only use the funding on planning studies.

#### BUILD Discretionary Funds

Started in 2018 to replace the Transportation Investment Generating Economic Recovery (TIGER) grant program, the Better Utilizing Investments to Leverage Development (BUILD) grant program is a highly competitive program that aids in funding multimodal, multi-jurisdictional projects that are often difficult to fund with traditional funding strategies. BUILD grants can be used for capital projects that generate economic development and improve access to safe and affordable transportation alternatives.

### NCDOT Strategic Mobility Formula

NCDOT receives and allocates federal funding using their Strategic Mobility Formula, established by the Strategic Transportation Investments law passed in 2013. The Strategic Mobility Formula is a data-driven and performance-based process of prioritizing projects for federal and state funding and it updates NCDOT's 10-year State Transportation Improvement Program (STIP) every two years. Projects in the first five years of the STIP have been committed for funding and construction, while projects in the last five years of the STIP are reevaluated every two years using the Strategic Mobility Formula. Within the Strategic Mobility Formula, transportation projects are grouped into three separate funding categories: division needs, regional impact, and statewide mobility. All bicycle projects are considered division needs and are only eligible for funding that has been allocated for division needs projects. The Town of Pineville can coordinate with CRTPO to submit bicycle facility projects for prioritization for funding. Projects identified in this Mobility Plan would be eligible for Strategic Mobility Formula Funding.

#### Powell Bill Funds

North Carolina's state street-aid program, also known as the Powell Bill program, provides funding for eligible municipalities based on population and mileage of locally-maintained roadways. The primary function of the Powell Bill program is to assist municipalities in funding local street resurfacing, but the funds may also be used for planning, constructing, and maintaining bikeways, greenways, and sidewalks. Powell Bill funds could be pursued as a match for future updates of this Plan. In the Fiscal Year 2020, the Town of Pineville received approximately \$180,000 in Powell Bill Funding.

#### Capital Improvement Program

In future fiscal years, the Town should consider including projects from this plan to be allocated funds from the Capital Improvements Program.

#### Transportation Bonds

Transportation bonds generate revenue from a tax increase on property values. In North Carolina, bond referendums must be approved by the local council and then included on the ballot to be voted on by residents. Transportation bonds can include roadway, bicycle facility, and sidewalk projects.

#### Private Development

The Town's zoning and subdivision ordinances require private developers to include pedestrian infrastructure in their site plans. Adding a requirement for bicycle infrastructure will help the Town build out the this Plan's facility recommendations. Pedestrian and bicycle infrastructure requirements can include on- and off-street facilities as well as bicycle parking or pedestrian benches.

#### Non-Profit Organizations

Non-profit organizations, such as many healthcare organizations, bicycle advocacy organizations, and community funds, are potential sources of funding for bicycle facilities. PeopleForBikes awards grants through their Community Grant Program. Grant amounts can be up to \$10,000 per project, can't be more than 50% of the project cost, and can be awarded to local governments or non-profit organizations. This has been used successfully in some communities for projects that implement bike paths, lanes, trails, bridges, and bike racks.

#### NCDOT Highway Maintenance Improvement Program

The state's Highway Maintenance Improvement Program (HMIP) details a five-year maintenance plan that covers pavement rehabilitation and resurfacing. Roads scheduled to be improved under this plan are excellent candidates for coordinated bicycle improvements, especially bike lanes and shared lane markings that require no change to existing right-of-way. Pineville should monitor the HMIP and coordinate with local NCDOT representatives to discuss coordinated improvements.





# Policies and Programs

# Recommendations

The Pineville Mobility Plan includes a variety of on- and off-street recommendations. Beyond these facilities, the Town and its local and regional partners can undertake programmatic efforts to improve conditions for walking and bicycling. These efforts include creating programs or organizing events to promote and encourage walking and bicycling; educating motorists, pedestrians, and bicyclists about how to safely and legally navigate the town together; and creating policies that ensure bicycling, walking, and public transportation are recognized as valid modes of transportation and as contributors to the Town's economic engine.

## Categories

The policies and programs recommended in this plan fit under six categories. These categories were developed based on feedback from the public collected during the second online survey.

Multimodal Policy

Design Guidelines

Promotion and Awareness

Local Events

Transit Access

Monitoring & Assessment

## Characteristics

Different actions require various levels of resource allocation (i.e., cost, time). Likewise, some actions will have a greater impact on bicycling and walking in Pineville than others. These three characteristics—cost, time, and impact—are presented for each policy or program on a “low-to-high” scale of 1 to 5. For instance, a policy with a cost score of 1 and an impact score of 5 indicates a low-cost policy with high impact.



## Guiding Priorities

In addition to the characteristics, each guiding priority that the policy or program addresses is identified in the following tables.



# Policies

## Multimodal Policy

Blend bicycle, pedestrian, and transit considerations into the development process, Traffic Impact Assessment process, and roadway improvement process to ensure future development projects include appropriate facility improvements.

Policy	Cost	Time	Impact						
Ensure future roadway improvements include suitable bicycle and pedestrian facilities in accordance with the Pineville Mobility Plan.	1	2	5						
Blend bicycle and pedestrian considerations into the Traffic Impact Assessment process.	1	2	4						
Schedule coordination meetings between the Planning & Zoning and other Town departments.	1	2	4						
Adopt a local Complete Streets and Traffic Calming Policy.	2	3	5						

## Design Guidelines

Update street design guidelines and traffic calming policies to accommodate a safe and convenient multimodal system.

Policy	Cost	Time	Impact						
Establish guidelines for the installation of bicycle parking, sharrows, and storage that create safer spaces for cyclists and pedestrians.	1	1	3						
Update UDO requirements and street design guidelines and other policies to accommodate a safe and convenient bicycle and pedestrian system.	2	2	4						
Coordinate street design beyond the Town's boundary to ensure consistency in design and facility type for all users.	1	2	3						

### Promotion and Awareness

Seek opportunities to identify funding sources and market Pineville as a multimodal-friendly community (e.g., education in schools, Safe Routes to Schools, League of American Bicyclists, mobility-friendly business program).

Policy	Cost	Time	Impact						
Publicize, promote, and present the Pineville Mobility Plan to the public.	1	1	4						
Establish a page on the Town's website that can be used by the community as a resource for understanding where current bicycle and pedestrian facilities are and where future facilities may be.	2	3	5						
Utilize social media to promote local events as being accessible via biking, walking, and transit.	1	1	3						
Identify regional, state, and federal funding opportunities to implement multimodal improvements.	1	2	5						

### Local Events

Infuse bicycling, walking, and transit promotion into local events such as festivals, races, open streets, etc.

Policy	Cost	Time	Impact						
Create events to promote National Bike Month, Bike to Work Day, and host pedestrian and bicycle safety events.	2	4	3						
Plan and execute Open Streets events.	3	5	3						
Establish a Safe Routes to Schools (SRTS) task force.	1	5	4						

### Transit Access

Use policy to promote developments and transportation projects that provide safe and equitable access to transit options via all travel modes.

Policy	Cost	Time	Impact						
Prioritize development of projects that fill in biking and walking gaps in access to transit stops.	1	1	5						
Use the transit analysis within the Pineville Mobility Plan to create an action plan to improve existing transit stop amenities.	2	3	5						
Continue to collaborate with the CAIS to encourage improvements of key stops.	1	2	4						
Prioritize first/last mile connections to future LYNX Blue Line stations.	2	3	5						

### Monitoring & Assessment

Use performance metrics, such as bicycle and pedestrian counts, bicycle parking utilization, and transit ridership, to monitor the use of the system over time.

Policy	Cost	Time	Impact						
Use performance metrics, such as counts for biking and walking, crash frequencies, bicycle parking utilization, and transit ridership to monitor the use of the system over time.	2	4	4						
Develop an action plan to create and maintain a list of opportunities to locate, design [incorporating local art where possible], and fund bicycle parking.	1	3	4						
Continue to monitor changes in project prioritization at the regional and state levels.	1	1	3						



In completing this Plan, the Town of Pineville is recognizing the importance of providing safe and comfortable pedestrian and bicycle facilities throughout town. The recommendations detailed in this Plan provide Pineville residents connections to their local community within town and access to destinations through the region. Multimodal travel contributes to a community's vibrancy by improving the town's safety, health, economy, environment, and livability. The Pineville Mobility Plan provides the foundation and action plan to achieve this goal. Through the hard work and dedication of town officials, community advocates, and planners and with this Plan as a guide and a tool for advocacy, Pineville is well on the way to providing a safe, healthy, and comfortable mobility system for residents of all ages and abilities.

## Conclusion

# PINEVILLE MOBILITY PLAN

## Appendix



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**Appendix B: Public Survey Summary** ————— **B-1**

**Appendix C: Transit Stop Inventory** ————— **C-1**



# Appendix A

## Public Workshop Summary

## Public Workshop Summary

### Overview

The public workshop for the Pineville Mobility Plan, held in tandem with the Pineville PARC Plan, occurred on March 11, 2020. The drop-in workshop allowed attendees to participate in a series of interactive stations. Nearly 60 people attended the workshop. This document summarizes the event.

- Date:** Wednesday, March 11<sup>th</sup>  
**Location:** The Hut | 413 Johnston Drive  
**Time:** 6:00pm to 8:00pm

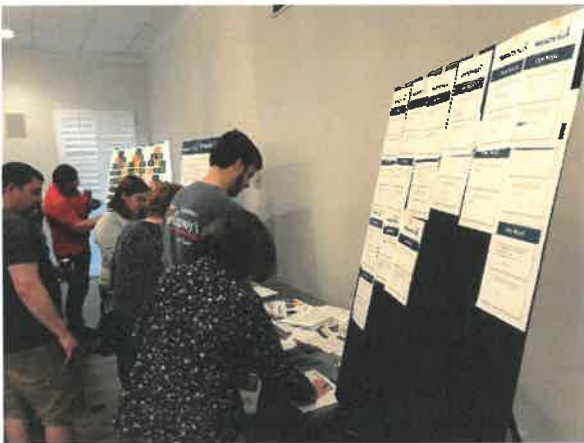
### Agenda

- Information Stations
  - Sign-In
  - Project Background
- Activity Stations
  - Where do you go?
  - One Word
  - Priority Pyramid
  - Visual Preference Survey
  - Destinations/Barriers Mapping Exercise
- Survey & Exit Questionnaire





# PINEVILLE MOBILITY PLAN



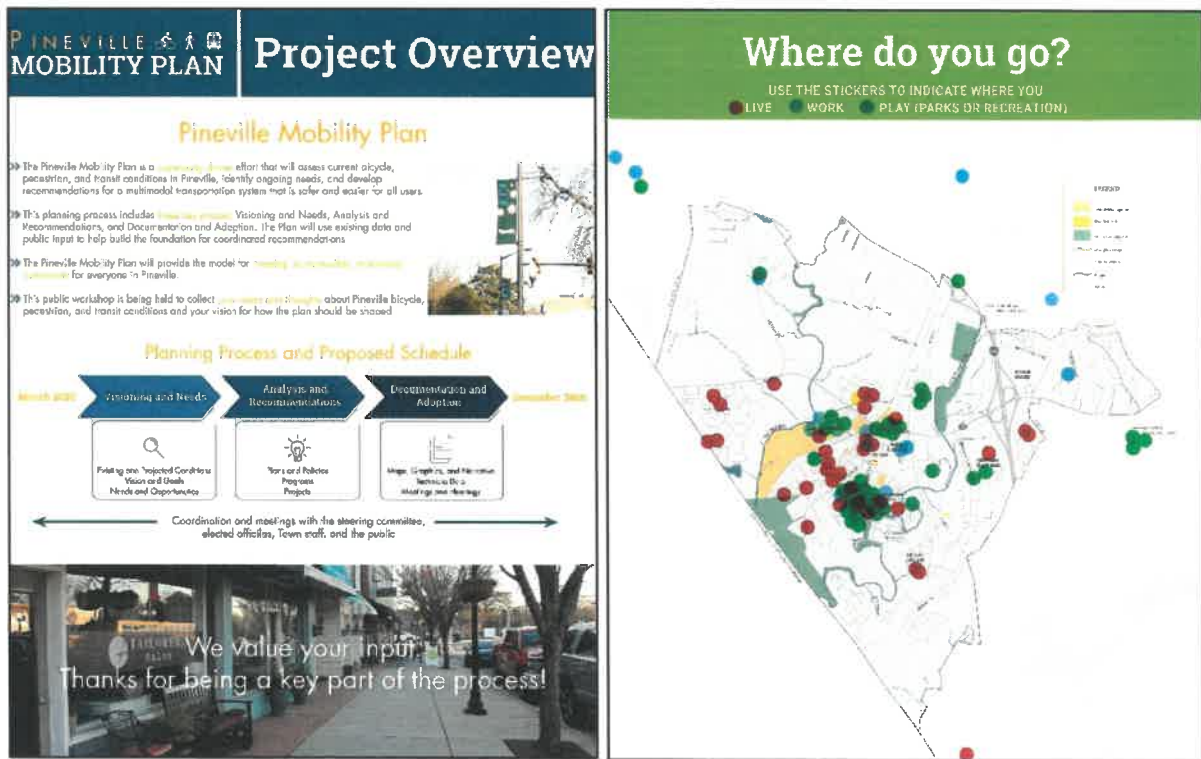
# Activity Results Summary

## Project Overview

This station was the first area that attendees visited after signing in. They were directed to a board that described the purpose of the Pineville Mobility Plan and the planning process.

## Where do you go?

Participants were asked to identify where they live, work, and play. The results inform which areas of Pineville were represented by meeting participants. The stickers indicate that most attendees live in central Pineville and McCullough and play in Pineville Lake Park, Jack D. Hughes Park, or on Main Street. Other destinations for play include Carolina Place Mall and McMullen Creek Greenway.



## One Word

The One Word activity captured existing sentiments and future hopes about walking and biking in the Town of Pineville. Participants were asked to write down one word that describes walking and biking in Pineville today and one word that describes their vision for walking and biking in Pineville in the future. The following word clouds illustrate the responses, placing more emphasis on repeating themes. “Dangerous” was the most popular term for describing existing conditions for walking and biking in Pineville, followed by “unsafe,” “difficult,” and “nonexistent.” When envisioning the future of walking and biking in Pineville, “safe” and “accessible” were the most popular terms.

### Walk and biking in Pineville today...



### Ideal vision for walking and biking in Pineville...



## Priority Pyramid

Six priorities were established to guide the development of the Pineville Mobility Plan: safety, walkability, bikeability, transit access, Pineville connectivity, and regional connectivity. This activity asked participants to rank the six priorities in order from least to most important on their personal game board. The pyramid below displays the results from all responses, the priorities fall into one of three tiers. People placed a high value on safety and the ability to walk while fewer people found that transit access and regional connectivity were of high priority for Pineville.




## Visual Preference Survey

Two large boards were displayed on easels for participants to see. One displayed a variety of pictures of different types of pedestrian infrastructure and the other exhibited pictures of bike infrastructure. Participants were given stickers to place on pictures of pedestrian and bike infrastructure that they like and would want to see in Pineville. The activity provided insight into the participants' preferences relating to pedestrian and bike infrastructure. The most popular pedestrian infrastructure picture was of a greenway followed by a sidewalk. The most popular bike infrastructure picture was also of a greenway followed by a multiuse path. The responses are detailed below.



What Makes Walking a Great Experience?			
			
28 Votes	23 Votes	19 Votes	36 Votes
			
9 Votes	21 Votes	0 Votes	22 Votes

What Makes Biking a Great Experience?			
			
4 Stickers	4 Stickers	15 Stickers	37 Stickers
			
14 Stickers	10 Stickers	23 Stickers	12 Stickers

## Destinations/Barriers Mapping Exercise

For this activity, participants viewed a large map of Pineville and placed green dots to denote destinations and red dots to denote barriers. Destinations were locations within Pineville that participants like to walk or bike to. Barriers were areas that participants identified as difficult for pedestrians or bicyclists to utilize and



reflect poorly on Pineville’s multimodal infrastructure. Post-its were also provided for participants to describe why an area was considered a destination or a barrier. The result of this exercise yielded areas and corridors in Pineville that are perceived by the public as strengths to be leveraged and concerning areas to be evaluated further. The main destinations and barriers identified are listed below.

### Destinations:

- Jack Hughes Parks
- Pineville Lake Park
- Belle Johnston Community Center
- Carolina Place Mall
- Main Street between Dover Street and Polk Street

### Barriers:

- Along Main Street
- Lacking connections to Jack Hughes Park
- McCullough neighborhood to Main Street



# Appendix B

## Public Survey Summary

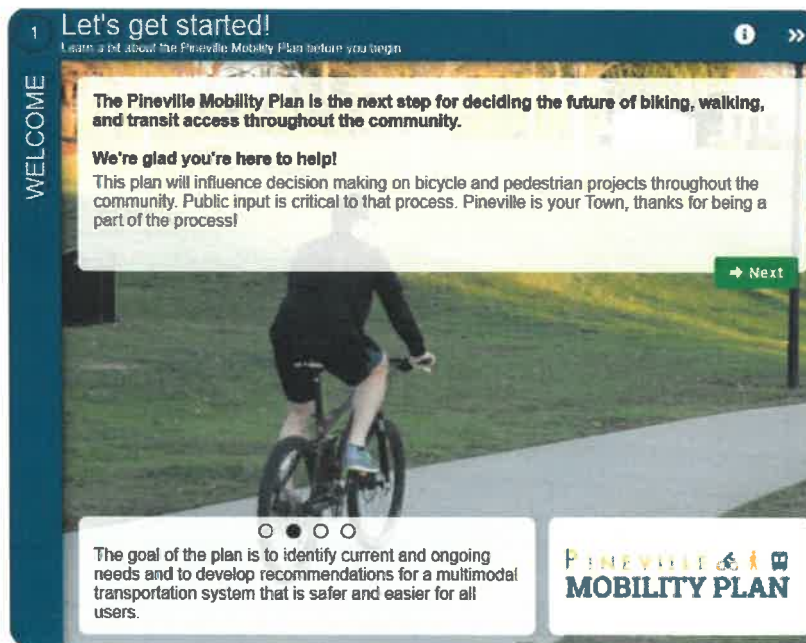
## Public Survey Summary

### Overview

The Pineville Mobility Plan public survey was active from September 1<sup>st</sup>, 2020 through October 5<sup>th</sup>, 2020, via the survey platform, MetroQuest. The interactive questionnaire solicited feedback regarding what policy areas, physical areas, and specific mobility improvement projects were most important to residents. The survey also asked general questions about the respondents' relationships to Pineville and its mobility network. A total of 174 people participated in the survey.

### Welcome

The first screen of the survey briefly explained the goal of the Pineville Mobility Plan: to identify current and ongoing needs and to develop recommendations for a multimodal transportation system that is safer and easier for all users. No responses were solicited on this screen.

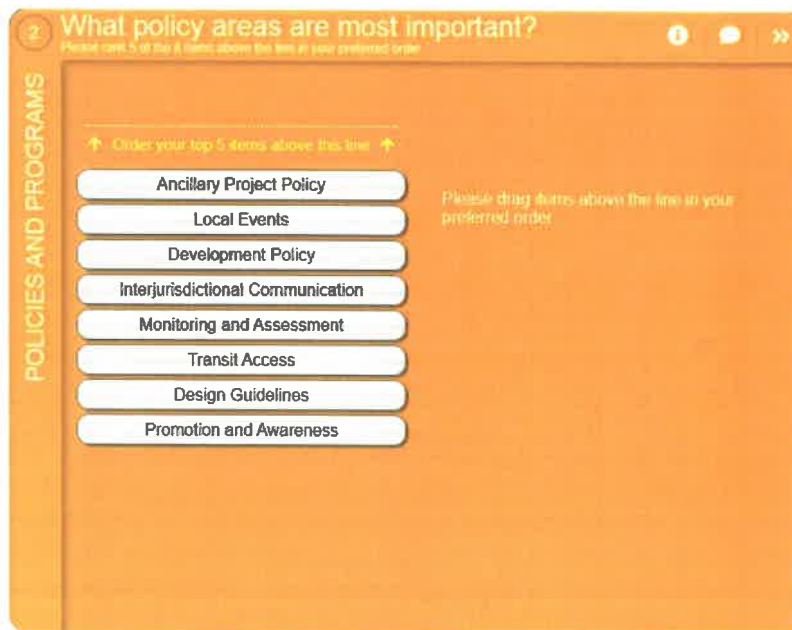




## Policies and Programs

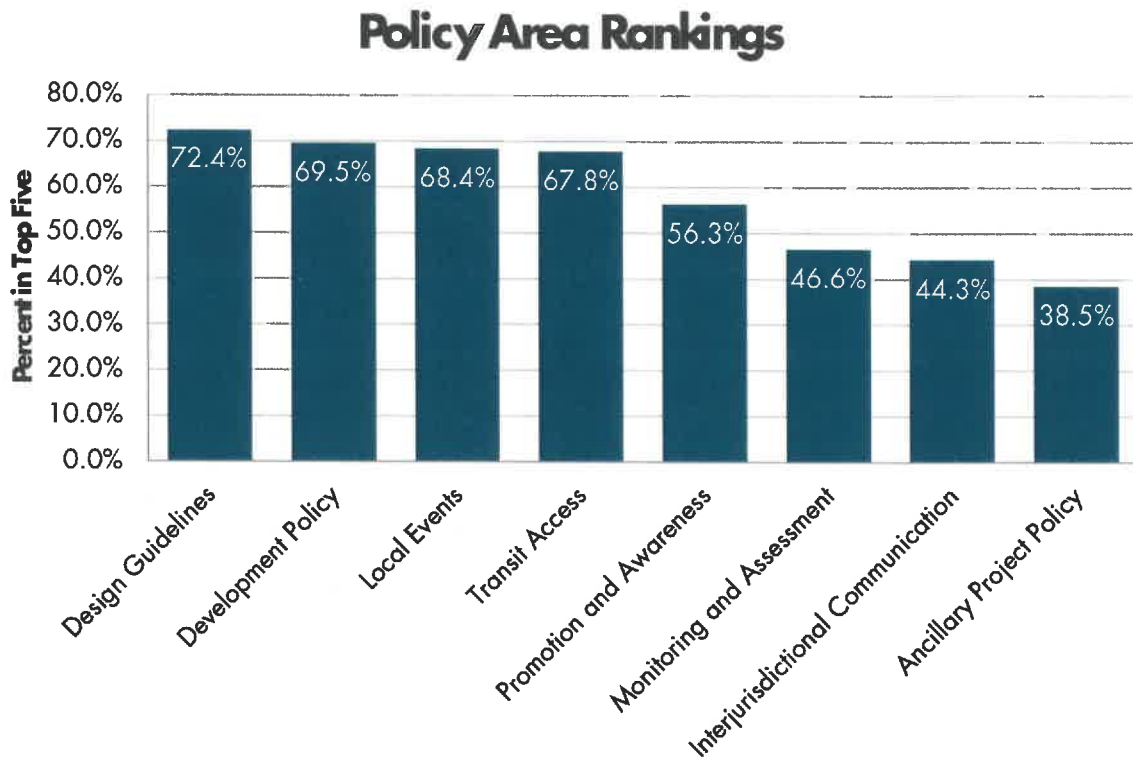
The next screen asked respondents to rank their top five policy areas out of a total of eight options. Respondents also had the opportunity to comment on their choice. The policy options included:

- **Development Policy:** Blend bicycle, pedestrian, and transit considerations into the development process and Traffic Impact Assessment process to ensure future development projects include appropriate facility improvements.
- **Interjurisdictional Communication:** Request that neighboring jurisdictions update their plans to reflect applicable connections with Pineville.
- **Ancillary Project Policy:** Ensure future roadway improvements include suitable bicycle and pedestrian facilities.
- **Design Guidelines:** Update street design guidelines and traffic calming policies to accommodate a safe and convenient multimodal system.
- **Promotion and Awareness:** Seek opportunities to market Pineville as a multimodal-friendly community (e.g., education in schools, Safe Routes to Schools, League of American Bicyclists, mobility-friendly business program).
- **Local Events:** Infuse bicycling, walking, and transit promotion into local events, such as festivals, races, open streets, etc.
- **Transit Access:** Use policy to promote developments and transportation projects that provide safe and equitable access to transit options via all travel modes.
- **Monitoring & Assessment:** Use performance metrics, such as bicycle and pedestrian counts, bicycle parking utilization, and transit ridership, to monitor the use of the system over time.



The screenshot shows a survey question titled "What policy areas are most important?" with a sub-instruction: "Please rank 5 of the 8 items above the line in your preferred order." Below the title is a horizontal line. Above the line, the instruction "Order your top 5 items above this line" is displayed. Below the line, eight policy options are listed in a vertical stack, each in a white rounded rectangle with an orange border. The options are: Ancillary Project Policy, Local Events, Development Policy, Interjurisdictional Communication, Monitoring and Assessment, Transit Access, Design Guidelines, and Promotion and Awareness. To the right of the list, a note says "Please drag items above the line to your preferred order." The entire interface is set against an orange background.

The graph below shows how each policy was ranked by the percentage of respondents who included that policy in their “top five.”

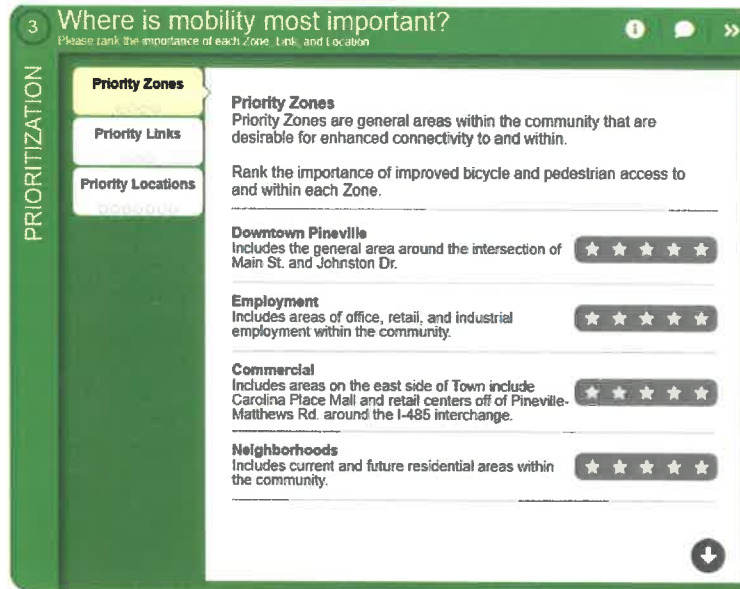


According to these results, the policy areas most frequently in respondents’ top five were Design Guidelines (72.4%), Development Policy (69.5%), and Local Events (68.4%). The least frequently in respondents’ top five were Ancillary Project Policy (38.5%), Interjurisdictional Communication (44.3%), and Monitoring and Assessment (46.6%). Two individual comments were received on this question:

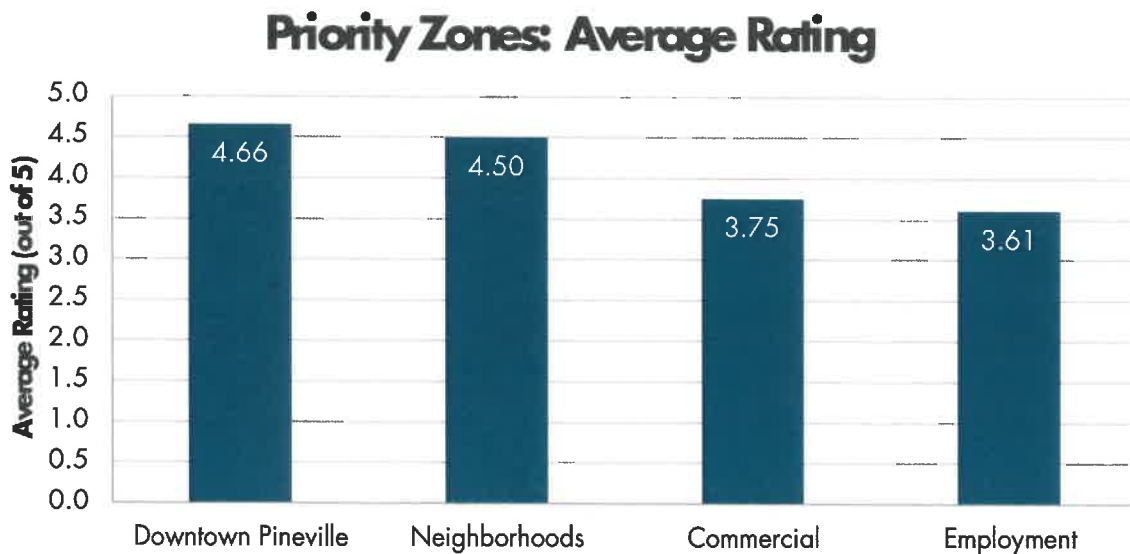
- “I was drawn to the walk ability and summer events.”
- “Sidewalk or bike lane access to the light rail station.”

## Prioritization

The next screen asked respondents to rank the importance of different priority zones, links, and locations using a five-star rating system.



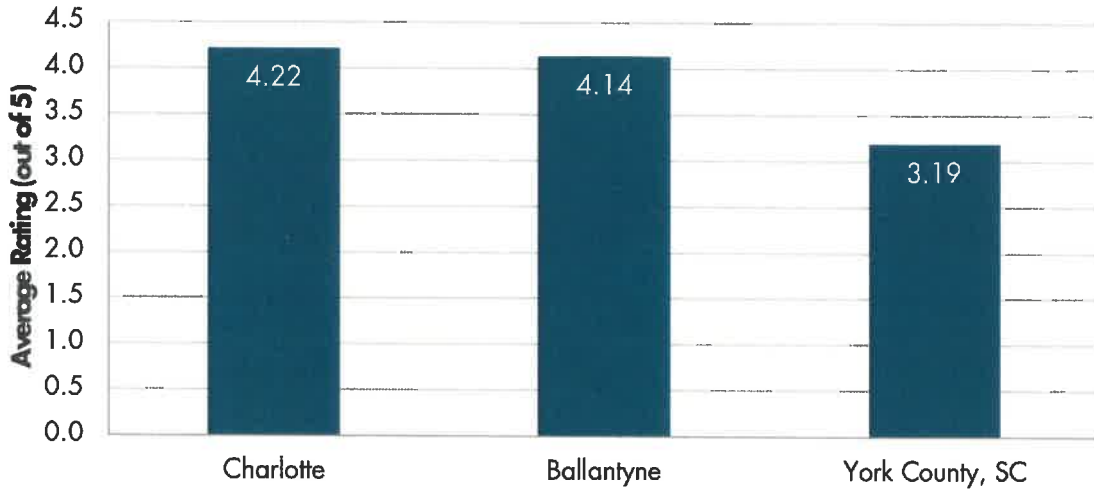
The graph below displays the results of the Priority Zones question by the average rating (5 being the most important, 1 being the least important).



The zone of most importance to Pineville respondents was Downtown Pineville, with an average rating of 4.66 out of 5 stars.

The next graph displays the results of the Priority Links question by the average rating for each link.

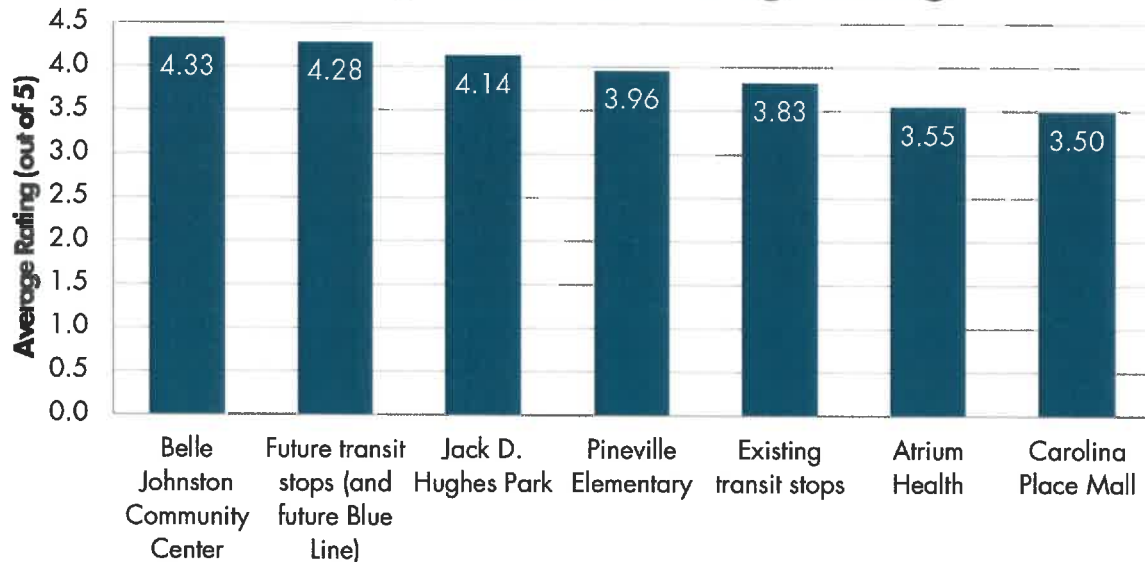
### Priority Links: Average Rating



The two links of highest importance were Charlotte (avg. 4.22 stars) and Ballantyne (avg. 4.14 stars).

The graph below displays the results of the Priority Locations question by the average rating for each location.

### Priority Locations: Average Rating

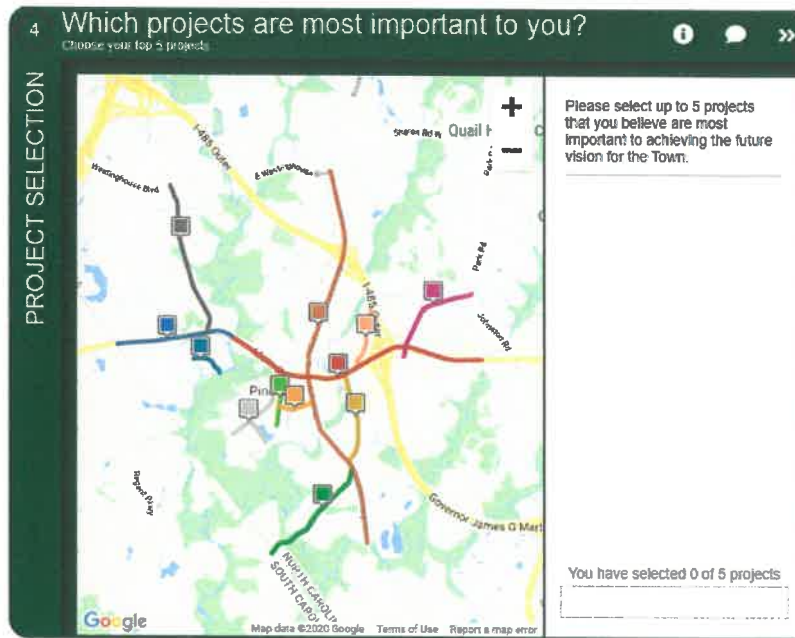


## PINEVILLE MOBILITY PLAN

The two locations of highest importance were Belle Johnston Community Center (avg. 4.33 stars) and future transit stops/future Blue Line (avg. 4.28 stars). The two locations of least importance were Carolina Place Mall (avg. 3.50 stars) and Atrium Health (avg. 3.55 stars).

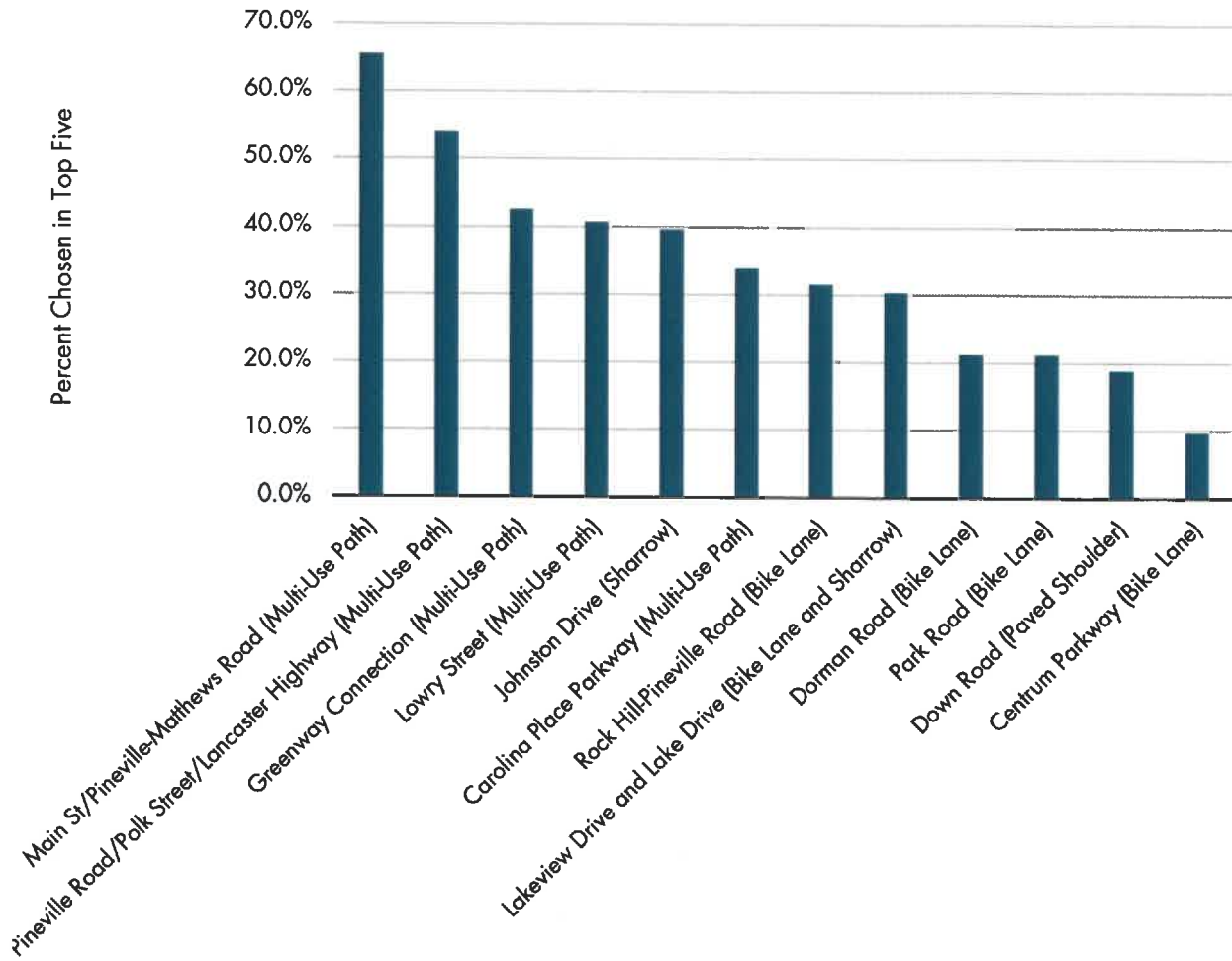
## Project Selection

The next screen asked respondents to select up to five of the proposed projects they see as most important for the future of mobility in Pineville.



The graph on the following page ranks the projects by the percentage of respondents who included that project in their "top five."

### Project Ranking



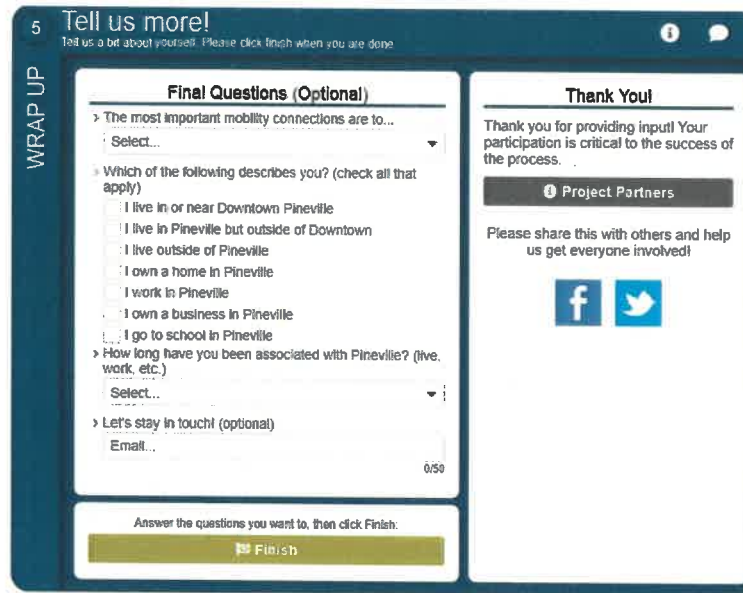
Three individual comments were received on this question:

- Lowry Street (Multi-Use Path): “Only for future Lynx line stop.”
- Main St/Pineville-Matthews Road (Multi-Use Path): “Sidewalk repair.”
- Greenway Connection (Multi-Use Path): “So long as safety, security, and private property of McCullough HOA is maintained.”

The results of this question show that the most frequent project in respondents’ top five was Main Street/Pineville-Matthews Road (Multi-Use Path), with 65.5% of respondents including it in their top five. The two other highest scoring projects were Pineville Road/Polk Street/Lancaster Highway (Multi-Use Path) and Greenway Connection (Multi-Use Path) with 54.0% and 42.5%, respectively. The least popular project was Centrum Parkway (Bike Lane), with just 9.8% of respondents ranking it in their top five.

## Wrap Up

The last screen of the survey asked respondents to rank whether priority links, zones, or locations were most important to them. The screen also asked about the respondents' relationship to Pineville (job, home, school, etc.) and about how long they have been associated with Pineville. The final question gave respondents an opportunity to keep updated with the Mobility Plan.



The results of the first question are shown in the chart below:

### The most important mobility connections are to...

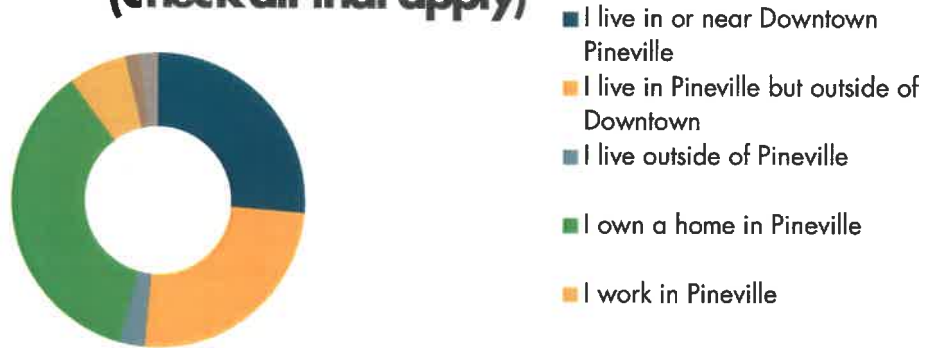


According to the results of the first question, respondents to the survey seemed to care more about priority locations than priority zones or links, with 47% of respondents ranking priority locations the highest of the three.



The results of the second question are shown in the chart below:

### Which of the following describes you? (check all that apply)



Most survey respondents of the survey were residents of Pineville, with 36% owning a home in the area. Only 6% of respondents reported working in Pineville.

The results of the third question are shown in the chart below:

### How long have you been associated with Pineville? (live, work, etc.)



The respondents were remarkably varied in terms of time associated with Pineville. Close to 25% of respondents identified with each of the categories provided (less than 2 years, 2-4 years, 5-10 years, and more than 10 years).



# Appendix C

## Transit Stop Inventory

# Transit Stop Inventory

The following table inventories the amenities provided at each bus stop located within the Pineville Town limits.

Transit Stop Location	Stop ID	Direction	Shelter	Seating	Trash Receptacle	Lighting	System Map/Info.	Sidewalk Access	Bike Access
Johnston Rd & McMullen Creek Pkwy	13310	Outbound							
Park Rd & Plum Creek Ln	21320	Inbound							
Park Rd & Old Park Dr	21325	Outbound							
Park Rd & Park Cedar Dr	21330	Inbound							
Park Rd & Park Cedar Dr	21335	Outbound							
Park Rd & Willow Ridge Rd	21340	Inbound							
Park Rd & Willow Ridge Rd	21345	Outbound							
Park Rd @ Black Lion	21350	N/A							
Park Rd @ CMC Pineville	21355	Outbound							
Park Rd @ Sam's Club	21426	Outbound							
Carolina Place Mall	37050	N/A							
Carolina Place Pkwy & Pineville-Matthews Rd	37055	Inbound							
Pineville-Matthews Rd & Polk St	37060	Inbound							
Polk St & Pineville-Matthews Rd	37070	Inbound							
Polk St @ 400	37080	Inbound							
Polk St & Morrow Ave	37090	Inbound							
Pineville Rd & Industrial Dr	37100	Inbound							
Park Rd & Carolina Place Pkwy	46355	Outbound							
Pineville Rd & Industrial Dr	46408	Outbound							
Polk St & Morrow Ave	46409	Outbound							
Polk St @ 413	46410	Outbound							
Polk St & College St	46411	Outbound							
Park Rd & Carolina Place Pkwy	49297	Inbound							
Hwy 51 & Marfield Ln	49338	Inbound							
Hwy 51 & Marfield Ln	49339	Outbound							
Pineville-Matthews Rd @ 8500	49470	Inbound							