



TOWN COUNCIL REGULAR MEETING

PINEVILLE HUT MEETING FACILITY
TUESDAY, MARCH 09, 2021 AT 6:30 PM

AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag *(MD)*

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. **Approval of three sets of minutes for:** February 9, 2021 Regular Council Meeting, February 22, 2021 Work Session and Closed Session Minutes and Council Retreat Minutes from September 11, 2020 and November 12, 2020.

CONSENT AGENDA

2. **Revenue and Finance Reports as of 02/28/21**
3. **Proclamation for Child Abuse Prevention Month** - A representative of the Mecklenburg County Child Abuse Prevention Team reached out with a request to present this proclamation to raise awareness and help prevent child abuse.
4. **Tax Refund for \$680.63**

PUBLIC COMMENT

PUBLIC HEARING *(None)*

OLD BUSINESS *(None)*

NEW BUSINESS

5. **Arts and Science Council Presentation** - Krista Terrell (Acting President) from the Mecklenburg County Arts and Science Council would like to make a brief presentation to Council *(INFORMATIONAL)*.
6. **Resolution No. 2021-05 (Richard Dixon)** - resolution to approve a capital project budget for a new Town Hall/Library building *(ACTION ITEM)*.
7. **Approval of Resolution No. 2021-04 for Revisions to the Employee Handbook (Linda Gaddy/Ryan Spitzer)** - HR Director, Linda Gaddy, will be presenting proposed changes to the Pineville Employee Handbook *(ACTION ITEM)*.
8. **Fire Service Agreement (Linda Gaddy/Ryan Spitzer)** - Council to review and approve a new Fire Service Agreement with Pineville Fire Department *(ACTION ITEM)*.

STAFF UPDATE

9. **Manager's Report/Staff Reports**
10. **Calendar of Events for March/April**

CLOSED SESSION *(None)*

ADJOURN:

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

IN PERSON COUNCIL MEETINGS REMAIN CLOSED TO THE PUBLIC. HOWEVER, WE INVITE YOU TO JOIN THE MEETING VIRTUALLY VIA ZOOM. INSTRUCTIONS TO JOIN THE MEETING ARE BELOW:

ZOOM MEETING INFORMATION

Topic: March Council Meeting

Time: Mar 9, 2021 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096859291?pwd=bFN3QjBGVFFvTlUcUxIR3ICL2pWUT09>

Meeting ID: 830 9685 9291

Passcode: 681543

One tap mobile

+13017158592,,83096859291#,,,,*681543# US (Washington DC)

+13126266799,,83096859291#,,,,*681543# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Find your local number: <https://us02web.zoom.us/j/kzd6mC84n>

ZOOM ATTENDEES WISHING TO MAKE COMMENTS MAY DO SO DURING THE PUBLIC COMMENT SECTION OF THE MEETING.

PLEASE EMAIL THE TOWN CLERK AT: bmonticello@pinevillenc.gov with your name, address and topic you wish to speak on and your name will be added to the SPEAKER LIST.

SPEAKER SIGN-UP SHEET

TOWN COUNCIL MEETING

OF MARCH 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 <i>other than</i> an item on the agenda.
✓ 1) Howard Olshansky, Exe. Dir.	Proclamation for	
2) Jewish Family Services of Greater Chitt.	Child Abuse Awareness	
3)		
✓ 4) Jane Shutt/Pineville Neighbors Place		Update
5)		
✓ 6) John Holobinko - Pineville Chamber		Update
7)		
8)		
9)		
10)		
11)		
12)		
13)		
14)		
15)		
16)		
17)		
18)		
19)		
20)		
21)		
22)		

Pineville Town Council Meeting

3/9/21

Jane Shutt
Pineville Neighbors Pl.

Good evening to all!

Pineville Neighbors Place continues to serve those who are struggling in our community. So far in 2021 we have provided \$64,254.07 in financial assistance with rent and utility bills to 287 people. Our neighbors continue to experience unemployment or underemployment while our economy struggles to return to some kind of normal.

In February we hosted a drive thru food pantry serving 57 families. We will have another one this Saturday, March 13 at our office, 10-11am. Please sign up on our website if you need to pick up food or you can also sign up to volunteer to help.

Our office property is for sale so we are looking for new office space. If you have a property available that's reasonable – or free, we'd love to talk to you!

We will not have our Friendraiser dinner this year but watch for our virtual fundraiser coming up in mid-April. We are very excited about the plans!

Thank you for continuing to generously support our neighbors!



MINUTES

CALL TO ORDER

Mayor Jack Edwards opened the meeting at 6:31 p.m.

Moment of Silence

Mayor Jack Edwards asked for a moment of silence for Council Member Amelia Stinson-Wesley's mother, who recently had a stroke, and Gary Campbell, Lenny Adams, and Mike Lee who recently passed. He also asked that we remember our first responders, police, fire, EMT's and our military men and women.

Pledge Allegiance to the Flag

Council Member Les Gladden led the Pledge of Allegiance.

1. **Census Recognition** - The US Census Bureau thanked and recognized the Town for its participation in making the 2020 Census a success. In turn, the 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

Motion made by Council Member Gladden, Seconded by Council Member Stinson-Wesley to adopt the agenda as it was presented. Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. All were in favor.

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.**

Motion made by Mayor Pro Tem Davis, Seconded by Council Member Maxim to approve the minutes with the correction as noted.

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

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.

Town Manager Ryan Spitzer clarified for Council that we were in year four of a five year contract with Martin, Starnes & Associates for our annual audit. We were paying \$45,000 for the audit and next year the cost will rise to \$47,000 for the final audit of the five year contract. We will then go out for bid when the contract expires.

Motion made by Council Member Gladden, Seconded by Mayor Pro Tem Davis to approve the contract for audit services from Martin, Starnes & Associates. Voting Yea: Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Motion passed unanimously.

PUBLIC COMMENT

None

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).**

Council Member Joe Maxim made a motion to open the Public Hearing, with Mayor Pro Tem Melissa Davis seconding the motion. There were ayes by all and the Public Hearing opened at 6:37 p.m.

Town Manager Ryan Spitzer advised he was sharing the presentation with the audience. Council Member Les Gladden asked if there had been any changes since the work session. Manager Spitzer stated that everything remained the same.

Council Member Amelia Stinson-Wesley asked how many public people were in attendance via zoom. Manager Spitzer answered there were about five people online via zoom.

Mr. Spitzer reminded Council that a Downtown Development Plan was done in 2008 which included shifting the downtown area to College Street where it was more feasible to hold events off of Main Street.

US Developments wants to purchase the old Police Department lot and about 5 plus acres of additional land later and planned to pay a \$495,000 non refundable deposit for this lot. The remaining lots would be purchased at a cost of \$2.5 million representing the total amount of all the properties that remain of interest to them.

This will be a three Phase plan beginning with the lot and parking lot of the old Police Building, followed by an extension of parking and an office building and redevelopment of the Fire Department's lots. Redevelopment of the remainder of the lots will be the final phase of the project.

US Developments will have a due diligence period of 60 days to inspect and investigate the lot. Five thousand square feet of it has to be retail or commercial of some kind, with the first building being five stories, with four stories facing Main Street and the fifth floor set back seventy feet. They will have 365 days after due diligence to get all their permitting done and all of the work must follow downtown overlay district regulations.

Manager Spitzer stated that within sixty days of due diligence, US Developments must present the site plan to the town. They will need to come before Council multiple times.

Upon finishing the first lot, US Developments will have five years to develop on the other lots. They will have exclusive rights to those lots for five years meaning no one else can buy them within that timeframe.

Council Member Les Gladden asked if there is a stipulation in the agreement about setting the fifth floor back from the road in the first building? Mr. Spitzer said no, as long as it is stipulated tonight, they will have to abide by that.

They will also develop the lot behind the old Police Department lot and in front of the Public Works building. That will all be on US Development's dime. There will be a parking easement allowing one space for each rental unit (seventy three units). Once the parking garage is built, seventy three spaces will be dedicated in the garage to US Developments.

Manager Spitzer stated that Phase I of the development will generate \$6500 in sales tax on this lot and eventually bring in \$58,500 in tax revenues. In Phase II, tax revenue on this property is expected to be at \$380,000 and the project is expected to create 402 jobs.

Mayor Pro Tem Melissa Davis spoke of her concern for the future of the Post Office. She does not want us to lose our Post Office. Mr. Spitzer replied that US Developments would talk with the Post Office about leasing space in the new building. He also said there would be a restaurant on the first floor for at least ten years with a sidewalk large enough for outdoor dining. Once it is zoned residential, it will stay residential for the tenants.

Council Member Joe Maxim asked how many parking spaces there were currently behind the Police Department building. Manager Spitzer said there are about forty spaces there now and about one hundred after the build out. Temporary parking will be another 135 spots.

Council Member Joe Maxim stated that five stories is a bit much but it does fit with the plan for the overall downtown master plan. What is the height of the proposed property compared to the new Town Hall? Mr. Maxim wanted to make the point that the new town hall was equal in height to the new building. He also wanted to know if there would be temporary parking during construction. Mr. Spitzer stated they would look at how to incorporate temporary parking during construction.

Council Member Joe Maxim thought that the public might want to hear from the applicant. Mr. Steven Rosenberg with US Developments thanked Council and staff for their time and cooperation. He stated the objective was to get people to the down town. By creating urban space off of the Main Street, it will give Pineville the community space that it needs to hold festivals, street fairs and the like. Traffic can be controlled much easier once it's off of the Main Street. People want a place to work, play and live. We want to create interesting office space for people who want to live and work close by as well as provide dining and entertainment for them. We see this as mixed use for the community. They were involved with developing Birkdale which was huge success and they want to build a community center similar to that where residents can go and mingle.

Council Member Amelia Stinson-Wesley stated that the rendering was helpful in putting things into perspective and asked how much space there would be between the new building and the rug store? Manager Spitzer advised there would be enough room for two people to walk through.

Hearing no comments or questions from the public, Council Member Les Gladden made a motion to close the Public Hearing with Council Member Joe Maxim seconding the motion. Public Hearing was closed at 7:07 p.m.

OLD BUSINESS

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

There were two seats on the Arts and Science Council Board since Mr. Neely gave up his seat on that board for a seat on the Board of Adjustment. He vacated the seat on the ASC so that there would be an open spot for the Parks and Recreation Director, which seemed to be advantageous to the town when the previous P&R Director was on it. The other seat would be filled by resident, Claire Jenkins.

Randy Smith has been the alternate on the Planning Board and was recommended by Council Member, Joe Maxim, to move into the regular open seat on this board and then recommended putting Gary Wright as alternate on the Planning Board.

Council Member Les Gladden thought it was a good idea to include and encourage the alternates to come to the meetings as they needed to be up to be up to speed on what was going on with any cases that were presented. Have alternates attend the Planning Board meetings as well as the regular members.

Council Member Joe Maxim stated he was fully in support of that idea, noting that it made sense.

Council Member Les Gladden made a motion to approve appointments as stated with Council Member Joe Maxim seconding the motion. Ayes by all. Motion passed.

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).**

Town Manager Ryan Spitzer distributed an updated Resolution No. 2021-03, revised to include wages for economic development. Mayor Edwards reminded all that this was the biggest decision Council would likely make and was the total plan for our downtown area. This was considered "major development" for downtown.

Motion 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. Ayes by all and the motion passed to approve Resolution No. 2021-03 for the sale of the old police lot located at the corner of Main and Church Streets.

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**).

Nathaniel Hayward from Kimley-Horn gave a short presentation to the public on the Pineville Mobility Plan. He reviewed what transpired in order to get to the plan. The plan took into consideration both bicycle and pedestrian movement, as well as transit projects. The company used "guiding priorities" and common themes that kept coming though on the public engagement with the community. They used these priorities to guide the process, along with the common themes throughout. They took the needs that were important to the community, along with these priorities to formulate recommendations and then documented it all. The final step was to now vote on adopting the plan.

A big part of the process was the community engagement. The project got underway just before the pandemic hit with a meeting held for the public to get acquainted with the project and solicit their feedback on what was important to them. This was followed by a survey sent out to the community later that generated about 125 responses.

Their team analyzed traffic, economic factors, and other variables to determine what was most needed for Pineville. Using survey results, they scored the projects, which were not set in stone, but used as a guide for the town for moving forward. They found the three most important items needed for Pineville were:

- Bike and pedestrian paths
- Intersection improvements
- Improved transit options

The floor was opened for questions or comments.

Town Manager, Ryan Spitzer, handed out a sheet showing the projects that were ranked and prioritized. It also noted which projects would have the least disruptive impact when implementing.

Council Member Joe Maxim thanked him for the presentation. Regarding low, medium and high construction projects, he asked if they coincided with the mobility project? Mr. Spitzer stated that it was more on how they ranked with the public and how they impact traffic than the timing of other projects and also the time it takes to complete those identified priorities. Council Member Gladden added that the low impact projects could be done more easily than some of the others.

Council Member Joe Maxim noted that the town would need to start planning for funds that it would need to start laying out these projects while taking into consideration the cost of a project now vs 15 years from now. Mr. Hayward replied that the cost to implement some of the projects was definitely a consideration but that there were windows of opportunities such a grants the town could take advantage of. He added that to have a Mobility Plan in place, strengthens the possibility of securing the grant.

Council Member Joe Maxim made a motion to adopt the mobility plan as presented. Mayor Pro Tem Melissa Davis seconded the motion. Ayes by all, motion passed.

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**).

Town Manager Ryan Spitzer advised that Pineville would be running power lines along Downs Road but since the town did not plan for this, a budget amendment needed to be done. It will all come out of the fund balance for Electric.

Council Member Les Gladden made a motion to approve with Council Member Amelia Stinson-Wesley seconding the motion. Ayes by all; budget amendment approved.

Mayor Jack Edwards asked if they would be running fiber for internet while running the power lines along Downs Road. Manager Spitzer answered yes.

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**).

New Police Chief, Michael Hudgins, presented his proposed organizational structure for the police department.

There were several positions he would like to budget for including detective, corporal, crime analyst and an Accreditation position, along with changes to the current staff moving Sgt. Davis to the street team and keeping both K-9's but putting them in the patrol unit. Mayor Pro Tem Melissa Davis asked if most positions will be internal from existing employees. Chief Hudgins replied yes. He also wants to add an Over Hire Position that helps keep staff at a count of forty. He would like two designated community outreach officers but wants to orient the entire department in that direction so that all officers are involved, not just the two designated ones, to be paid for out of asset forfeiture funds.

Mayor Pro Tem Melissa Davis and Council Member Amelia Stinson-Wesley were in favor of his plans, especially the community engagement piece. Council Member Les Gladden stated that the Fire Department used an Over Hire position for years and it worked well. If the police department was short-staffed, it would be putting police officers in jeopardy so he was in favor of that position for the Pineville PD.

Council members expressed their pleasure with what Chief Hudgins has done so far in a short amount of time. They were impressed and praised him for an outstanding job so far. Chief Hudgins, in turn, complimented his staff members after meeting with each of them one on one. He had gotten some great feedback from them.

STAFF UPDATE

13. Managers Report/Staff Reports

Town Manager Spitzer provided updates on the following items:

- announced to everyone know that Margaux's made the top twenty "most anticipated places to dine". He anticipated an opening in mid to late February.
- progress was being made with underground utilities at the Jack Hughes Park or the new Town Hall building.
- Valentines drive through lunch is this Friday. Parks and Recreation anticipated about 115 would be driving through to receive a bagged Valentine lunch. This was being done in lieu of the normal banquet dinner due to the Covid-19 pandemic.
- NC DOT seemed to be on board with the Johnston Road realignment project. No easements were required for underground storm water so this should keep the project on time to start in the spring.

Council Member Les Gladden asked about the standing water at Franklin. Manager Spitzer discussed the problem with Public Works Director Chip Hill and stated that the NC DOT was going to fix the issue with standing water.

Council Member Joe Maxim for an update on the Lynnwood/Lakeview drainage issue but Mr. Spitzer advised it would be discussed in the February work session.

CLOSED SESSION (*None*)

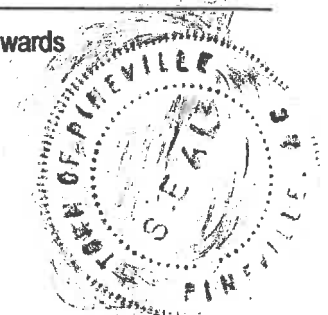
ADJOURN

Council Member Amelia Stinson-Wesley made a motion to adjourn. Mayor Pro Tem Melissa Davis seconded the motion. There were ayes by all and the meeting adjourned at 8:10 p.m.

ATTEST:


Barbara Monticello, Town Clerk


Mayor Jack Edwards





MINUTES

CALL TO ORDER

Mayor Edwards called the meeting to order at 5:59 p.m. He announced that there would first be a Closed Session to discuss an economic development project, followed by a Regular Session. Council Member Joe Maxim motioned to open the Closed Session, seconded by Council Member Les Gladden

DISCUSSION ITEMS

- 1. A Closed Session Meeting has been scheduled first between 6:00 p.m. and 7:00 p.m. Discussion pursuant to NCGS 143-318.11(4) for an Economic Development Project.**

Members of the Office of Economic Development were present via ZOOM to introduce an economic development project. Background on the program and the process were discussed as well as next steps. At approximately 7:00 p.m. a motion was made by Mayor Pro Tem Melissa Davis and seconded by Council Member Amelia Stinson-Wesley to exit the Closed Session and open the Regular Session. Motion passed 4-0.

- 2. New Proposed Subaru Dealership - (Travis Morgan) - Plans for a proposed new Subaru Dealership in Pineville will be presented.**

Planning and Zoning Director, Travis Morgan, stated that Subaru was proposing to re-develop 10.8 acres where Funtastics used to be at 10400 Cadillac St. for a new Subaru dealership. The site is located at the dead end of Cadillac St. which presents a challenge for general retail use. The plan is to demolish the existing building and build a 50,000 square foot showroom dealership at the front of the property with parking to the side or rear similar to other approved sites. Car dealerships are not permitted by right in that zoning district; they are conditional and subject to approval by Council. There was one detached building that was a proposed carwash at the edge of the property.

Mayor Pro Tem Melissa Davis asked where they would be able to place signage to which Mr. Morgan said they would just need to follow the regular sign regulations as to the placement of signs since it was not a totally land-locked parcel. She added that this was the seventh car dealership at the entrance to Pineville and that it has become another South Blvd. with all the dealerships. She did realize, however, that it was difficult to get any other business in that spot.

- 3. Mercedes Dealership – (Ryan Spitzer Discussion regarding location of the new Service Bays for Mercedes.**

Town Manager Ryan Spitzer said the maintenance facility at the Mercedes dealership was proposing an expansion to the side of their building. Their proposal is to have service bay doors facing Polk Street. The town's ordinance does not allow for this. Their options were to either turn the building around or screen the bay doors with some type of screening material. Mercedes was not agreeable to either of these options so the next step would be for 1) Council to allow the bay doors to remain as is; 2) present this as a text amendment request; or 3) Council not to allow it at all. Mr. Spitzer noted that it seemed to be more of a convenience issue.

Council Member Les Gladden stated he was not in favor of a text amendment. He stated that in order for council to entertain their request, the cars on display would have to come off the front first and both the front and side need to match the main building. This would be his opening discussion with the Mercedes people. Council Member Joe Maxim also was not in favor of the text amendment. He was open to some type of tree-scape screening of the bay doors and then he would consider it.

Planning and Zoning Director, Travis Morgan, suggested the safest route to approach the request was to revisit the Conditional Zoning. Council Member Joe Maxim stated that if any other businesses came back to Council for allowing one company to do this and not the other, the town would be facing legal issues.

Mr. Morgan said they wanted to know which direction you want to go in. They need to confirm that the building is buildable as there is bad dirt there and they may not be able to build on it at all. Mr. Spitzer asked Council if they wanted him to have

further discussions with Mercedes to work toward a resolution. Council wanted the following items discussed and resolved prior to moving forward:

- Is the land even buildable?
- If so, then it needs to be brick
- Cars will need to be removed from the front lifts
- There must be some tree screening in the front of the bay doors
- The bays doors must be decorative

4. Cone Mill Memorial (Mayor Edwards) - discussion of location of the Cone Mill Memorial.

Mayor Edwards wanted to pin down a spot to place the proposed Cone Mill Memorial. He suggested the empty lot on the curve of Cone Ave. across from Dover St. where the Cone Mill parking lot used to be. He believed it was the ideal place for such a memorial and wanted to get Council's take on it. Designer of the monument, resident Bill Baskins, had met with several Council members to discuss this and they were fine with it. All agreed the .6-acre lot was the right place for the memorial.

5. Budget Priorities (Ryan Spitzer) - discussion on Council's budget priorities for FY21-22.

Town Manager, Ryan Spitzer, stated there were a number of significant projects planned in the upcoming budget and wanted Council's feedback on which ones would be top priorities.

After discussion on the Mill Memorial, Council Member Les Gladden suggested looking at realigning that curve on Cone Ave. to cut it just a bit to make the turn around the curve a little less severe, but keeping the old, large tree that is on the property. Council Member Amelia Stinson-Wesley added that it would be a good to be clear about the property line between Chris Brown's old house and the town's property on that corner. All agreed to save the tree on that property.

Other projects for possible consideration included Greenway plans, sidewalk projects (NC51 bridge), new overhead outdoor Christmas decorations, Lowry Street right hand turn lane, mobility plan projects and to be sure to start budgeting funds for a new fire station. Manager Spitzer said he would start looking at the Parks and Recreation Plan, as well as the Mobility Plan to start budgeting for these projects. Mayor Edwards cautioned not to pull too much out of the Fund Balance.

Mayor Pro Tem Melissa Davis made a motion to adjourn with Council member Les Gladden seconding the motion. The meeting was adjourned at 9:04 p.m.

ADJOURN

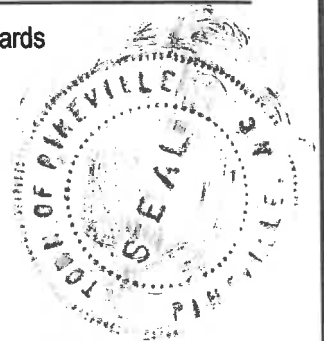
ATTEST:



Barbara Monticello, Town Clerk



Mayor Jack Edwards





**MINUTES OF THE
PINEVILLE TOWN COUNCIL
STRATEGIC PLANNING RETREAT OF
SEPTEMBER 11, 2020 from 8:30 a.m. - 3:30 p.m.
and NOVEMBER 12, 2020 from 2:00 p.m. until 5:00 p.m.
Pineville Hut Meeting Facility – 413 Johnston Dr., Pineville, NC**

PART I, SEPTEMBER 11, 2020

The Town Council of the Town of Pineville met for an all-day Priorities and Planning Retreat on September 11, 2020 at the HUT Meeting Facility in Pineville, NC. Mr. Rick Rocchetti of the North Carolina League of Municipalities facilitated the meeting. He introduced, William Brooks, representing the Business and Member Services Division of the League and who also served as the liaison for the NC Mayor's Association.

All Council Members were present: Mayor Jack Edwards, Mayor Pro Tem Melissa Davis, Council Members Joe Maxim, Les Gladden and Amelia Stinson-Wesley. Also in attendance was Town Manager, Ryan Spitzer, and Town Clerk, Barbara Monticello.

Mr. Rocchetti reviewed the agenda for the day and asked everyone to introduce themselves, after which participants broke out into two groups to review and discuss accomplishments over the last two years. The second exercise was to do an environmental scan to take a broad look out into the county, state and country and assess what we saw "out there" politically, economically, socially, technologically, legally and environmentally. Each group then discussed their findings with each other and compared similarities and common threads amongst the two groups.

The third exercise of the day was a **SWOT Analysis**, meaning **STRENGTHS, WEAKNESSES, OPPORTUNITIES** and **THREATS**. These are things that were not to be solved but managed. The group was asked to identify what they saw as Pineville's SWOT. The group saw Pineville's location just outside of the City of Charlotte and close to major highways as a strength, along with having a town manager with strong organizational skills. One of the town's weaknesses was its loss of funding/revenue caused by no longer being able to collect a business license tax which was roughly equal to \$600,000. Of its opportunities, the town still had space to grow to increase its tax base and yet, was able to control development with the ordinances and regulations it had in place. All agreed that the biggest threat or obstacle to the town was state government, which was not favoring towns at the moment. The key to managing all this was to balance the strengths and the weaknesses along with future opportunities and threats.

PILLARS from the previous Retreat held two years prior, were discussed. The strategic vision of the town was made up of six pillars that Council had developed:

- Support Light Rail
- Promote Economic Development
- Improve Infrastructure
- Improve amenities
- Maximize volunteerism
- Transition to a paid Fire Department

These pillars were being determined by "reputational drivers" such as all wanting the town to maintain its small town charm, wanting to offer a variety of housing options, wanting excellent connectivity and mobility, along with it having great amenities to offer its residents, in a safe and arts-friendly community.

The six pillars become the current goals for the town while new pillars are identified:

- Arts & Cultural Resources
- Economic Development & Innovation
- Growth & Natural Resources
- Organization Excellence
- Safe, Vibrant & Healthy Community
- Transportation & Transit

Mr. Rocchetti recommended a follow-up on these new pillars in about three month's time to then identify and prioritize the top three items on this list that council sees as the most important.

The next discussion was on competencies or the knowledge, skills, abilities and value the individual displays in performing their job. One comment brought up by council was that Council had to micro-manage the Department Heads as they were not doing their jobs properly. Mr. Rocchetti explained that unless the Departments Heads clearly and concisely communicate the expectations of Council to their employees, this would lead to training issues or misunderstandings of what the expectations of the job were. Once expectations were clearly set, the department head must ensure that the employee actually has the skills to carry out Council's expectations.

Town Manager, Ryan Spitzer, noted that there was a lack of operating procedures in most departments which lead to discussion on disciplinary actions. Mr. Rocchetti added that if we didn't have a disciplinary policy, that we had better get one soon. The lack of process and procedures also added to the competency issues. Additionally, there also had to be enough support for a process or person in order to be successful and cited an example of a new Town Manager that was brought in to run a municipality but there not being enough support from the staff caused that individual to leave the organization.

This was a good time to break for Part I of the retreat which ended about 4:30 p.m. Mr. Rocchetti stated that in another few months, they would have Part II of the retreat to complete the entire retreat process.



Jack Edwards, Mayor

ATTEST:



Barbara Monticello, Town Clerk



**MINUTES OF THE
PINEVILLE TOWN COUNCIL
STRATEGIC PLANNING RETREAT OF
NOVEMBER 12, 2020 FROM 2:00 P.M. UNTIL 5:00 P.M.**

PART II, NOVEMBER 12, 2020

Part II of the Council Retreat was held on November 12, 2020 at 2:00 p.m. at the HUT Meeting Facility, again with Mr. Rick Rocchetti facilitating. All Council Members were present: Mayor Jack Edwards, Mayor Pro Tem Melissa Davis, Council Members Les Gladden, Joe Maxim and Amelia Stinson-Wesley. Town Manager, Ryan Spitzer, Human Resources Manager, Susan Allen and Town Clerk, Barbara Monticello were also present. As a refresher, Mr. Rocchetti, asked each person to introduce themselves.

Part II of the Council Retreat picked up where it left off in September – with expectations and competencies of Department Heads. Mr. Rocchetti asked Council Members what pain was causing them to think that their expectations weren't being met. Three expectations from Council were that Department Heads should:

1. Take ownership of their responsibilities
2. Continuously improve in their job
3. Hold their employees accountable for their actions

Mr. Rocchetti had the group break out into two groups to drill down on the three items above and determine why the expectations are not being met while developing a list of competencies. He stated that if the list was long, they would need to narrow it down to the 5 or 6 most important competencies. Many competencies were identified but the final list was reduced to the following:

1. Administrative/organizational ability
2. Demonstrates vision for the organization
3. Plans & sets goals
4. Uses sound judgement
5. Has a strategic perspective
6. Takes action/makes decisions
7. Innovative/takes risks

Once the competencies were narrowed down, Ryan, Susan (Adams) and Rick will formulate them into a process to be included on a general performance appraisal. Discussion took place regarding Council's role and interaction with employees. Mr. Rocchetti suggested that Council not be so involved with the day-to-day operations of the town and allow the Town Manager to do his job. They needed to trust him that his Department Heads will perform as expected and if not, he would need to address the deficiencies. Mr. Rocchetti stated that the retreat had concluded and left council with the statement that "empowerment would allow them to let go".

He thanked the Council for allowing him the opportunity to be the facilitator of their Retreat.



Jack Edwards, Mayor

ATTEST:



Barbara Monticello, Town Clerk

Town of Pineville
Budget vs. Actual
2/28/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Property Tax	\$ 8,125,000	\$ 7,820,021	96.25%
Prepared Food Tax	450,000	339,440	75.43%
Room Occupancy	460,000	171,452	37.27%
Franchise Tax	975,000	544,116	55.81%
Sales Tax	1,200,000	1,296,371	108.03%
Storm Water	405,000	254,564	62.86%
Powell Bill	180,000	203,629	113.13%
Other	2,487,374	825,767	33.20%
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	\$ 13,518,508	72.50%
Expenditures			
Governing Board	\$ 176,715	\$ 93,201	52.74%
Administration	5,939,175	1,931,365	32.52%
Human Resources	222,999	95,687	42.91%
Zoning	436,499	262,104	60.05%
Police	5,494,378	3,713,875	67.59%
Fire	1,701,074	510,139	29.99%
Public Works	852,372	479,582	56.26%
Storm Water	405,000	136,475	33.70%
Powell Bill	908,274	314,006	34.57%
Sanitation	640,000	338,931	52.96%
Recreation	585,264	348,949	59.62%
Cultural/Tourism	1,179,774	485,036	41.11%
Cemetery	4,000	300.00	7.50%
Contingency	100,000	48,310.24	48.31%
Total	\$ 18,645,524	\$ 8,757,960	46.97%

Town Of Pineville
Johnston Road Realignment
2/28/21

	FY18	FY19	FY20	FY21	Total Project	Project Budget
<u>Road Realignment Revenue</u>						
DOT grant	-	-			1,175,000	1,175,000
Transfer from Fund Balance					2,492,000	2,492,000
Total Road Realignment Revenue	-	-			3,667,000	3,667,000
<u>Road Realignment Expense</u>						
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
Total Road Realignment Expense	805,317	53,863	84,216	35,105	978,501	3,667,000

Town of Pineville

Electric

2/28/21

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Electric	16,204,000	10,189,819	62.88%
Expenditures			
Administration & Billing Support	489,264	258,212	52.78%
Purchased electricity	8,991,096	5,267,706	58.59%
Operations and Maintenance	6,723,640	1,283,626	19.09%
Total	16,204,000	6,809,544	42.02%

Town of Pineville
ILEC Telephone Fund
2/28/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Revenues	1,398,198	925,148	66.17%
Telephone Reserves	608,506	608,506	100.00%
Total Revenue	<u>2,006,704</u>	<u>1,533,654</u>	<u>76.43%</u>
Expenditures			
Operating Transfer Out	242,873	242,873	100.00%
Operating Expenses	1,183,981	628,617	53.09%
Plant under Construction	<u>579,850</u>	<u>447,714</u>	<u>77.21%</u>
Total	<u>2,006,704</u>	<u>1,319,204</u>	<u>65.74%</u>

Town of Pineville
CLEC Telephone Fund
2/28/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Revenue	1,053,127	629,423	59.77%
Transfer from ILEC	242,873	242,873	100.00%
Total	<u>1,296,000</u>	<u>872,296</u>	<u>67.31%</u>
Expenditures			
Operating Expenses	904,500	524,016	57.93%
Plant under Construction	<u>391,500</u>	<u>62,751</u>	<u>16.03%</u>
Total	<u>1,296,000</u>	<u>586,767</u>	<u>45.28%</u>

**Town of Pineville
Revenue Analysis
FY21**

Revenue Account	G/L code	Distribution Schedule	FY20 Feb	FY21 Feb	FY21 YTD Estimate	FY20 YTD	FY21 YTD
Property Tax	3010.0100	Monthly	130,359.52	178,987.00	7,644,000.00	8,049,154.90	7,647,546.72
Property Tax - DMV	3010.0500	Monthly	27,770.42	26,926.17	216,666.67	164,867.86	172,473.92
Prepared Food	3265.0000	Sept & March	-	-	300,000.00	373,729.08	339,439.79
Room Occupancy	3270.0000	Monthly	51,798.68	23,184.13	306,666.67	391,923.64	171,451.94
Vehicle U-Drive IT Tax	3280.0000	Monthly	24,022.66	29,535.93	119,533.33	190,691.58	153,642.96
Utility Franchise Tax	3370.0000	Quarterly	-	-	487,500.00	546,533.47	544,115.55
Total Sales Tax		Monthly	171,660.45	225,214.65	800,000.00	1,013,892.21	1,296,370.60
YTD revenue per report					9,874,366.67	10,730,792.74	10,325,041.48

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



Proclamation Declaring April as Child Abuse Prevention Month



Whereas, children are vital to our state's future success, prosperity, and quality of life as well as being our most vulnerable assets;

Whereas, all children deserve to have safe, stable, nurturing, and healthy homes and communities that foster their well-being;

Whereas, child abuse and neglect are public responsibilities affecting both the current and future quality of life of a state;

Whereas, parents need support and resources to cope with stress and nurture their children to grow to their full potential;

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

Therefore, I, Mayor Jack Edwards, do hereby proclaim **April** as **Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in the efforts to support families and strengthen the communities in which we live, to fight against and prevent child abuse.

In Witness Whereof, I have hereunto set my hand and caused the **Great Seal of Pineville** to be affixed on this 9th day of March in the year of our Lord two thousand and twenty-one.

Mayor Jack Edwards, Pineville, NC

Memorandum



To: Mayor and Town Council

From: Richard Dixon

Date: 3/5/2021

Re: Consent Agenda – Tax Refund

Please approve the following tax refund(s) during the March 2021 Council Meeting. Total refund due is \$680.63.

Approval _____

A handwritten signature in black ink, appearing to be "Richard Dixon", is written over the signature line.

Date _____

3/9/2021

PINEVILLE Refunds

Tax Year	Bill Number	Source Type	Adj #	Adj Reason	Date of Refund Adj	Name of Refund Recipient	Refund Address Line 1	City	State	Zip	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 1/15/2021 (\$)	Total Interest to Pay if mailed on or before 1/15/2021 (\$)	MECKLEN BURG Portion Interest (\$)	MECKLEN BURG Portion Refund (\$)	MECKLEN BURG Portion Interest (\$)	MECKLEN BURG Portion Refund (\$)	Police Interest 1 (\$)	Police Interest 2 (\$)	
2020	0001466803-2020-2015-0000-00	BUS	591781	BER Decision	12/17/2020	SPECIALTY MANUFACTURING INC	13501 SOUTH RIDGE DRIVE	CHARLOTTE	NC	28273	1/6/2021	680.63	18.72	18.72	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL												680.63	18.72	18.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Fire District	Fire Refund Interest (\$)	Fire Interest 1 (\$)	Fire Interest 2 (\$)
	0.00	0.00	0.00
	0.00	0.00	0.00



Arts & Science Council (ASC) Investments in the Town of Pineville

Between 2018 and 2021, ASC has invested \$36,500 in Pineville based Creatives and Cultural Activity.

Cultural Vision Grants

The Cultural Vision Grant & Town Initiatives Grant programs directly respond to the Charlotte Mecklenburg community's interest in arts, science, history and heritage programming that builds strong communities and demonstrates innovative, relevant and transformative cultural expression as outlined in [Imagine 2025](#). ASC seeks to support high quality arts and culture projects presented within Mecklenburg County by Creative Individuals or Nonprofit Organizations that advance one of the following goals:

- *Building Community* by connecting individuals across points of difference.
- *Building Community* by nurturing, celebrating and supporting authentic cultures and creative expression.
- *Increasing Relevance* by using arts, science and history to address complex community issues.
- *Increasing Innovation* by supporting the creation of new and groundbreaking work.

Through ASC's Cultural Vision Grant program, Pineville has received \$20,000 of direct support:

2018	To support the Town of Pineville's Rockin' & Reelin - a series of free concerts and movies throughout the summer.
2019	To support Rockin' & Reelin," a series of music, theater and movie events hosted in Pineville throughout the summer, bringing community together.
2020	To provide the Pineville community with art, theater and film programming to bring the community together to enjoy culture.
2021	To add a creative aesthetic to the built environment, which energizes Pineville's downtown district creating a sense of destination.

Support for Individual Artists

In partnership with the North Carolina Arts Council, ASC's Artist Support Grant Program funds professional and artistic development for emerging and established artists to enhance their skills and abilities to create work or to improve their business operations and capacity to bring their work to new audiences.

2018	\$2,000.00	To support participation in a one month artist residency in Listowel, Ireland, culminating in a show featuring our work created during the residency at Olive Stack Gallery.
2020	\$2,000.00	To support tuition and travel expenses for Advanced Mentored Studies Program for visual storytelling & documentary photography at Anderson Ranch Arts Center.
2021	\$1,250.00	To support the continuation of a 48 Hour Film Festival project: Part 2 & 3.



Culture Blocks Program Investment

Culture Blocks connects communities with responsive arts, science, and history experiences close to where residents live. The program engages with creative individuals and organizations with a primary mission of arts, science, and/or history to present programs in specific geographic areas. Culture Blocks, funded by Mecklenburg County, supports cultural experiences that are planned with resident involvement and/or take place at libraries, recreation centers, parks, and relevant community spaces.

Pineville artists have been a fixture of the Culture Blocks program. ASC has invested \$11,250 in these artists to deliver programming across the county.

2018	\$2,000.00	To support Project Art Aid's Red Calaca Mobile Art Studio at Nations Ford Rd Elementary School during Second Harvest Food Bank's Mobile Food Pantry on 4th Mondays through April 2018
2018	\$8,150.00	To support visual art activities for all ages with the Red Calaca Mobile Art Studio as a part of the ASC Culture Blocks Tour at libraries and apartment complexes.
2019	\$300.00	To Support The ASC Cultural Block, Community Meal Art Project
2019	\$800.00	To support an on-site community interactive mosaic project at The Hut in Pineville on March 20, 2019.

During the public health crisis, many of the providers in the Culture Blocks program pivoted quickly to provide virtual programming. ASC continues to work with our partners across Mecklenburg County to ensure that we can continue to provide excellent, relevant programming in person when the public health crisis has ended.





Remarks for Pineville Town Council
ASC Acting President Krista Terrell

Good evening, Mayor Edwards and members of Town Council.

My name is Krista Terrell. I am the acting president of the Arts & Science Council, Mecklenburg County's Local Arts Agency, with a mission of ensuring access to an excellent, relevant, and sustainable cultural community for all.

Thank you for your trust in ASC to serve the residents of Pineville by investing in arts and culture organizations and creative individuals through a cultural equity lens.

For Fiscal Year 2022, Arts & Science Council is requesting funding from the Town of Pineville at a level of \$15,000, and this evening we hope to demonstrate why you should consider increasing your investment in the arts and culture sector through ASC.

Between 2018 and 2021, ASC has invested \$36,500 in Pineville based Creatives and Cultural Activity, through Cultural Vision Grants and Town Initiatives Grants, Culture Blocks programming, and Artist Support Grants.

—

Cultural Vision Grants directly respond to the community's interest in programming that builds strong communities and demonstrates innovative, relevant and transformative cultural expression.

Cultural Vision Grants have provided \$20,000 of direct support to the Town of Pineville in the last four years, including support for the Rockin' and Reelin' summer events series, community cultural programming, and energizing Pineville's downtown district to create a sense of destination.

This fiscal year, ASC awarded a \$5,000 Cultural Vision Grant to Pineville's Parks and Recreation department, to add a creative aesthetic to the built environment of downtown Pineville. The project involves creating murals on two buildings in downtown Pineville's retail corridor between now and June 2021. These murals will create a tangible sense of place and destination, resulting in increased foot traffic while adding color, vibrancy, and character to the downtown corridor.

Additionally, multiple murals in this corridor will create a sense of being in a cultural corridor or arts district, helping attract and retain event and retail spending within the local community, and giving residents a place close to home to enjoy arts and culture.

—

ASC's Culture Blocks program similarly springs from expressed desires for cultural programming closer to where people live.

Culture Blocks supports cultural experiences that are planned *with* resident involvement and/or take place at libraries, recreation centers, parks, and relevant community spaces.

With Pineville's ongoing work on the new Town Hall and Library and finalization of the new Park Master Plan, the future is brimming with opportunities for Culture Blocks programming in Pineville to help activate more of these community spaces and engage residents and local creative individuals and organizations.

Pineville artists have been a fixture of the Culture Blocks program, with ASC investing in Pineville artists to deliver programming at home and across the county. Examples include support in 2018 for visual art activities for all ages with the Red Calaca Mobile Art Studio as a part of the ASC Culture Blocks Tour at libraries and apartment complexes, or 2019 support for the Community Meal Art Project and an on-site interactive community mosaic project at The Hut.

—

Lastly, through the Artist Support Grant program, ASC partners with North Carolina Arts Council to fund professional and artistic development for emerging and established artists, to enhance their skills and abilities to create work or to improve their business operations and capacity to bring their work to new audiences.

In recent years, these grants have supported three Pineville creatives in pursuing professional development through an artist residency in Ireland, advanced studies in Colorado, and, here at home, the production of competitive film festival projects.

Thank you again for your trust, and for your consideration of increasing the Town of Pineville's investment in Arts & Science Council to \$15,000 in FY22.

I'm now going to hand it over to Dara Brewton, a Pineville resident and FY21 Artist Support Grant recipient, who has kindly offered to share her story with the Council this evening.

Remarks for Town Council from Pineville resident Dara Brewton:

Hi. My name is Dara, I'm a Pineville resident and an Arts and Science Council grant recipient.

My COVID quarantine experience is far from unique. If you were to ask any other Pineville resident, I am sure they would describe a similar experience. The majority of 2020 was spent stuck in the house which had become work, home, and school for my son. Our three-bedroom house which definitely seemed roomy enough when it was just "home", began to feel very crowded with three people vying for a quiet corner to do conference calls and zoom classes.

Being stuck inside, not even being able to go to restaurants, meant any form of entertainment or relaxation had to be found in the home. #2020problems, right?

For me, my form of escape became storytelling.

I have been involved in theater and acting for several years, so the arts were definitely not a new area for me to explore. I have a Google drive full of half-finished short stories and scripts. But quarantine made me more focused, and I seeking out like-minded people in my community and online. Diving into this world with a fellow actor, we started writing skits and coming up with web series ideas. We decided to launch our own production company called Angry Goddess focusing on stories that center women. (Feel free follow us on Instagram)

Since teaming up with her, I finished a few of the scripts wasting away on my drive! And we created a team for the Virtual 48 hour film festival last summer, producing a short film. After the festival, my friend heard about the Artists' Support Grant from the Arts and Science Council, and encouraged me to apply with one of my scripts.

After being awarded the grant, we turned the short film from the 48 into a pitch for Rizzle (an online platform similar to TikTok but with scripted content.) And with the equipment I was able to buy with the grant money, we produced a sizzle reel for our pitch. Rizzle not only accepted our series, but they are also paying us a little money to produce it.

This really gave us the filmmaking bug, and led to partnering with another local artist, playwright and actress Bre Venable (currently has a show being performed at Theatre Charlotte). Bre is also an ASC grant recipient!

The three of us have formed another production company Queen City Film Project (also on Instagram), and we are working towards turning the social justice micro-short she created for the grant into a feature film. After securing funding, we plan to shoot the feature in Charlotte later this year.

It is easy to brush of the arts or minimize their importance, but if you think about your own time in quarantine, it was probably filled with stuff that was created by artists. I mean most of the world spent their time in lockdown binging Netflix shows and reading books. Right? Tiger King, reruns of The Office, Marvel movie marathons...all of those things were created by artists. You might think of Netflix as some huge faceless corporation — and it totally is — but all those movies and shows...those are created by artists. The writers, the actors, the makeup artists, the set designers... are all creatives. And its grants and scholarships from places like the arts and science council that set people on those paths.

Thank you.



**RESOLUTION NO. 2021-05
TO ESTABLISH A CAPITAL PROJECT BUDGET
FOR A NEW TOWN HALL/LIBRARY BUILDING**

BE IT RESOLVED by the Governing Board of the Town of Pineville, North Carolina that,
Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project resolution is hereby adopted:

Section 1: The project to be authorized is the Town Hall/ Library project to be financed by loan from SunTrust Bank and General Fund reserves.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the financing documents the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Town Hall/ Library construction	\$ 15,786,745
Relocation of Telephone infrastructure	3,933,732
Reimbursement to General Fund	621,495
Transfer to General Fund	411,920
Architectural Engineering Fees	289,085
Legal and Financing Fees	100,000
Contingency	<u>515,885</u>
Total appropriations	\$ 21,658,862

Section 4: The following revenues are anticipated to be available to complete this project:

Loan proceeds from financing	\$21,000,000
General Fund Reserves	<u>658,862</u>
Total estimated revenues	\$21,658,862

Section 5: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total revenue received or claimed.

Section 6: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on the capital project in every budget submission made to this Board.

Section 7: Copy of the project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 9th day of March, 2021



John Edwards, Mayor

(Seal)

ATTEST:


Barbara Monticello



**RESOLUTION NO. 2021-04
RESOLUTION TO REVISE THE
TOWN OF PINEVILLE PERSONNEL POLICY**

WHEREAS, the Mayor and Council adopted a system of personnel administration in December 2015 and is periodically amended; and

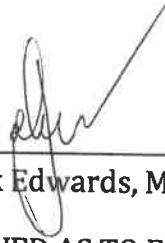
WHEREAS, the Mayor and Town Board desires to amend the Personnel Policy Handbook to address including a new type of employee and all associated policy terms.

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

1. The Town of Pineville Personnel Policy, be hereby amended as shown in the amended section attached hereto as Exhibit "A" and incorporated herein by reference comprised of:
 1. **Employee Status Definitions**
 - o Full-time regular employee
 - o Part-time regular employee
 - o Non-exempt employee
 2. **Compensation**
 - o Introductory Pay Increases
 - o Effects on Salary Rate
 - o Overtime Pay Provisions
 3. **Conditions of Employment**
 - o New employee introductory period
 4. **Work Schedules**
 - o Hours of Work
 - o Overtime Work
 5. **Holidays and Leaves of Absence**
 - o Holidays
 - o Vacation Leave Accrual Rate

BE IT FURTHER RESOLVED, that the Town Manager is hereby authorized to implement this policy revision in his authority as Town Manager consistent with the Town of Pineville Personnel Policy.

Adopted this 9th day of March 2021.



Jack Edwards, Mayor

APPROVED AS TO FORM:

ATTEST:



Barbara Monticello, Town Clerk

Town Attorney



EXHIBIT "A"

Town of Pineville

EMPLOYEE HANDBOOK



ADOPTED DECEMBER 8, 2105
Amendments MARCH 9, 2021

EXHIBIT "A"

Page 7

EMPLOYEE STATUS DEFINITIONS

EMPLOYEE STATUS DEFINITIONS

For the purpose of this policy, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A **full-time regular** employee works at least 40 hours per week and has successfully completed the six month introductory period with the exception of **department heads, sworn police, and firefighters** whose introductory period is one year.

A **part-time regular** employee works at least 20 hours, but less than 40 hours per week **on a recurring basis** and has successfully completed the introductory period. (Employees who work 20 hours a week or more totaling 1000 hours per year are eligible for participation in the NC Retirement System & pro-rated sick and vacation leave. Part time employees who work 30 hours or more per week will be eligible for all benefits including pro-rated sick and vacation leave).

Introductory employee is a full time or part time regular employee who has not yet successfully completed the six month introductory period of employment. For Sworn officers, per State regulations, their introductory period is one year.

A **temporary employee** works either an average work week of less than 20 hours, or continuous employment of less than 12 months. Approval from the Town Manager is required for all temporary employees working three or more consecutive months.

A **trainee/apprentice** is an employee who is hired or promoted, but does not meet all the requirements for the position. During trainee status the employee remains in the introductory status until such time as they are able to meet the minimum requirements for the position.

Exempt employees are fulltime and part-time employees who have been classified as "Exempt" from overtime provisions, including compensatory time, of the Fair Labor Standards Act and are paid for the accomplishment of assigned accountabilities rather than being paid for the number of hours worked in a work week. An exempt employee must meet the requirements as determined and set forth by the Fair Labor Standards Act.

A **Non-exempt employee** is a fulltime and/or part-time employee whose work is generally routine with set standards and rules. In accordance with the Fair Labor Standards Act, employees are entitled to at least federal minimum wage for the first 40 hours worked and time and a half for any hours actually worked over 40 hours in the work week **with the exception of Public Safety personnel**. Overtime will be calculated based on the employee's actual hourly rate. If an employee records a total of forty hours of combined work and leave time in a work week, but has not actually worked 40 hours, they will receive straight time for those hours until they

reach the actual forty hours worked. For Law Enforcement personnel, the work period is 28 consecutive days. Overtime for sworn police officers is defined as those hours worked exceeding one-hundred seventy one (171) hours within the 28-day period. For Firefighters, the work period is 24 consecutive days. Overtime for Firefighters is defined as those hours worked exceeding one-hundred ninety two (192) hours within the 24-day work period.

Page 12

INTRODUCTORY PAY INCREASES

Supervisors and/or Department Heads must complete the six month introductory performance evaluation to determine, based on work performance, whether the introductory period was completed successfully. The performance rating of the introductory employee will determine the percentage increase the employee is entitled to receive. The percentage range for successful completion of the introductory period shall range from 0% to 5%, with the exception of sworn officers, and firefighters. If an employee's introductory period is extended he/she is ineligible to receive the maximum increase of 5 %. The maximum eligible under an extended introductory period is a 4% increase.

Department Heads, and Sworn Officers (including field training completion), and Firefighters will have an introductory period of a year, but are eligible for an increase if their six month performance evaluation indicates promise of success. For Department Heads, they are eligible for percentage increase as set forth for all other employees. As for Sworn Officers and Firefighters they will be eligible for a one-step increase under their department's pay plan.

Instances where an employee's introductory period has been extended, in addition to affecting the maximum increase potential, will also have an effect on the employee's annual evaluation date, which is a year from their introductory date.

For additional information on the introductory period please see "Conditions of Employment" section.

EFFECTS ON SALARY RATE

Promotions. Employees shall receive a pay increase to recognize and compensate the employee for their knowledge, skills and ability and their increased responsibility and duties. With the exception of LEO and Firefighters, when there is opportunity for promotion, the pay percentage is set at 5% or the minimum of that pay grade. Like a new hire, there will be a probationary period of 6 months. At the end of the probationary period, the employee can receive a 2.5% increase upon successful completion. The employee's new anniversary date will be one year from the date of completion of the introductory period. If for any reason the probationary period is extended, there will be no increase. For LEO and Firefighters, the incumbent will receive the equivalent of a 7.5% increase and placed into the corresponding step of the new grade. If the 7.5% increase is less than the minimum salary for the new position, the incumbent will move to Step 1 of the new

grade. At the completion of the introductory period in the new position, the incumbent is eligible for another one step increase (for a total max increase of 10% at the conclusion of their introductory process).

Page 13

OVERTIME PAY PROVISIONS

Employees of the Town may be required to work overtime hours as necessitated by the business needs of the Town and approved by the Department Head. All overtime hours worked must be authorized by appropriate management, except in cases of emergency. An emergency exists if a condition arises that could reasonably result in damage to property or persons or which requires immediate attention of the employee. Employees who work excess hours due to an emergency shall advise their immediate supervisor of the overtime worked as soon as practical following the completion of the work.

To the extent that local government jurisdictions are required, the Town will comply with the Fair Labor Standards Act (FLSA). The Town Manager and the Human Resources Director will determine which jobs are non-exempt and are therefore subject to the Act in areas such as hours of work, work periods, rates of compensatory or overtime compensation and other provisions.

All "hours worked" in excess of 40 hours per week for non-exempt employees may receive 1 ½ hours for each hour worked. According to the Fair Labor Standards Act, "hours worked" are actual hours worked during that workweek and no leave time was taken to make up the forty hours. If this does occur, the employee will be given straight time for each hour worked until they have reached the actual forty hours. Any paid or unpaid time off from work (ex. vacation, sick, holidays) shall not be counted as hours worked for purposes of determining overtime pay. (The exceptions **is are law enforcement officers who must work in excess of 171 hours in a 28 day cycle, and Fire Firefighters who must work in excess of 192 hours in a 24 day cycle,** before they are entitled to 1 ½ hours for each hour worked.)

It is the policy of the Town that employees who work in excess of the required hours for overtime eligibility will receive compensatory time off at a rate of 1 ½ hours for each hour of overtime worked above 40 hours and 171 hours in a 28 day cycle for sworn law enforcement officers, **and 192 hours in a 24 day cycle for firefighters.** Actual overtime compensation will only be granted in lieu of compensatory time in special circumstances as requested by a Department Head and with the written approval of the Town Manager.

Employees, with the exception of law enforcement officers **and firefighters,** may accrue no more than 60 hours of compensatory leave time and it must be used within 90 days. For law enforcement officers **and firefighters** they may accrue up to ~~36~~ **480** hours of compensatory leave time. It is up to the discretion of the Department Head with the approval of the Town Manager to allow their employees to accrue over the respective limits for compensatory time if the business need requires it. As required by law, under no circumstances must it exceed 240 hours for regular employees and 480 hours for law enforcement, **and fire protection** employees. It is the responsibility of the Department Head to ensure that the time off is granted, and if an employee accrues more than the allotted amount of compensatory leave time, all additional hours worked must be compensated in overtime pay.

CONDITIONS OF EMPLOYMENT

NEW EMPLOYEE INTRODUCTORY PERIOD

All new, regular full-time or part-time employees must successfully complete a six month introductory period with the exception of the sworn police, **firefighters**, and Department Heads whom must satisfy a twelve-month introductory period. Employees serving twelve months' introductory period shall have an evaluation at the six month period and again before the end of the twelve months.

An introductory period is the initial period of employment, "trial period" during which the supervisor carefully considers whether the employee is able to meet the standards and expectations of the job and if the employee should be retained by the Town as a "regular" employee. During this time the supervisor evaluates the employee's:

- Ability to learn and perform job duties
- Quality of work
- Productivity
- Work habits
- Cooperation
- Attendance
- Punctuality
- Other standards and expectations specific to the employee's work situation.

If the employee is clearly not meeting the requirements of the job, the employee may be released at any time during the introductory period.

WORK SCHEDULES

HOURS OF WORK

At the Town of Pineville, the normal hours of operation are from 8:00am to 5:00pm, Monday through Friday with an exception of a few departments (ex. Police dept., etc.) which provide services that can require flexible hours, shift work, on call hours and work 365 days a year.

Department Heads shall establish work schedules, with the approval of the Town Manager, which meet the operational needs of the department.

Normal hours of work are generally assigned as follows:

<u>Employee Group</u>	<u>Work Period</u>	<u>Hours per Day</u>	<u>Hours per Pay Period</u>
General employees	40	8	40
Some Police Personnel	36/48	12	36/48 (avg. 42)
Some Fire Personnel	48/56	24	48/56 (avg. 52)

Administrative/Professional/Executive Exempt Employees hours are not designated

The Town Manager may authorize variations from this policy as allowed under FLSA requirements.

LUNCH HOURS

Employees who work at least 8 hours a day can take up to 1 hour for lunch. Employees working less than 8 hours per day may take ½ hour lunch. The lunch break is meant for employees to take time away from their work and therefore it will be deducted from time worked. Employees who are required to work during their scheduled lunch period or remain stationary, lunch time will not be deducted from time worked.

OVERTIME WORK

Based on operational needs, some departments may require their employees to work overtime. All overtime must be approved by the employee's supervisor. If an employee works unauthorized overtime they will be subject to disciplinary action up to and including termination.

For each "hour worked" beyond 40 hours with the exception of law enforcement officers and firefighters, the employee must receive one and one half times their regular rate of pay or in lieu of cash payment an employee may receive compensatory time which is one and one half hours for every hour worked over 40 hours. In accordance with law, compensatory leave time must not exceed a total of 240 hours (See Overtime Pay Provisions under the compensation section of Employee Handbook for maximum compensatory leave time allowed). It is the discretion of the Town Manager to determine whether overtime will be compensated in cash or compensatory leave time.

If an employee shall terminate employment with the Town, they will be paid for all accrued but not used compensatory time.

Law Enforcement Officers (LEO) are entitled to overtime only for hours worked over 171 hours in a 28-day work period. LEO's will either receive one and one half times their rate of pay or compensatory time of one and one half hours worked over 171 hours in the work period. Law enforcement officers are entitled to accrue up to a total of 480 hours in compensatory time (See Overtime Pay Provisions under the compensation section of Employee Handbook for maximum compensatory leave time allowed). If an officer terminates employment from the Town, they will be paid for all unused compensatory time.

Firefighters are entitled to overtime only for hours worked over 192 hours in a 24-day work period. Firefighters will either receive one and one half times their rate of pay or compensatory time of one and one half hours worked over 192 hours in the work period. Firefighters are entitled to accrue up to a total of 480 hours in compensatory time (See Overtime Pay Provisions under the compensation section of Employee Handbook for maximum compensatory leave time allowed). If a firefighter terminates employment from the Town, they will be paid for all unused compensatory time.

HOLIDAYS AND LEAVES OF ABSENCES

HOLIDAYS

The Town of Pineville will follow the Holiday schedule as set for by the North Carolina Office of Human Resources. The Town Manager reserves the right to change holiday schedule if deemed appropriate and also change holiday observances for holidays that fall on either a Saturday or a Sunday.

The following holidays will be observed:

- New Year’s Day
- Martin Luther King Jr’s Birthday or Day of Observance
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving Day including the Friday following the holiday
- Christmas (3 days, which will be determined by the published holiday schedule each year)

All fulltime regular employees are entitled to holiday pay as listed above. A part-time regular employee working at least 20 hours a week whether they are scheduled or not scheduled to work will receive 4 hours of holiday pay.

Non-exempt employees who are scheduled to work on a holiday will receive 8 hours of holiday pay and time and a half for hours worked (applies to all fulltime regular staff including shift personnel). For shift employees only, if a holiday falls on a regularly scheduled day off the employee will be paid 8 hours in addition to normal hours; **except for firefighters who will be paid for 12 hours. Firefighters who are scheduled to work on a holiday will receive 12 hours of holiday pay, and time and a half for hours worked.**

Part-time regular employees who work at least 20 hours a week and work on the holiday will receive 4 hours of holiday pay and pay for hours worked.

Page 58

Fulltime employees will earn vacation leave accrual based on the chart below. All eligible part-time employees will received pro-rated vacation accruals based on the average number of hours worked in a work week.

<u>Years of Service</u>	<u>Days Accrued Per Year/Converted into Hours</u>	<u>Days Accrued Per Year/Hours</u>
	40 hr per week employees	Firefighters
0-4	10/80 hours	10/120 hours
5-12	15/120 hours	15/180 hours
13+	20/160 hours	20/240 hours

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2021, by and between

TOWN OF PNEVILLE (hereinafter "Town"), a municipal corporation located in Mecklenburg County, North Carolina; and

THE PINEVILLE-MORROW VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC. (hereinafter "Department"), a North Carolina nonprofit corporation.

WITNESSETH:

WHEREAS, the Town is a municipal corporation organized and existing to provide municipal services to its citizens the laws of the State of North Carolina; and

WHEREAS, the Town desires to provide fire protection services to its citizens; and

WHEREAS, the Department is a volunteer fire Department organized and existing under the laws of the State of North Carolina, and is presently providing fire protection to a geographically defined area which includes the Town; and

WHEREAS, the Department is capable, equipped, and competent to provide fire protection services to and on behalf of the Town and its citizens; and

WHEREAS, the Town recognizes that a valuable public service is performed for and on behalf of its citizens by the Department and that the existence of the Department makes it unnecessary for the Town to consider the provision of municipal firefighting Services at this time; and

WHEREAS, Section 160A-20.1 of the General Statutes of North Carolina authorizes the Town to enter into contacts with private entities to carry out public purposes.

WHEREAS, from time to time in the past, the Town has supported and assisted the Department in various ways in fulfilling its worthwhile activities and intends to continue to do so in the future, to the extent possible; and

WHEREAS, the laws of the State North Carolina permit the Town to make financial contributions to the operation of volunteer fire department within their jurisdiction, without requiring such support; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

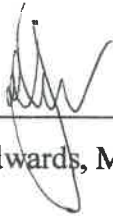
1. The Department shall provide fire protection services within the corporate limits of the Town and Within any area subsequently annexed into the Town. The Department shall always in conducting its operations, comply with all local, state/ and federal laws and regulations with respect to personnel training, equipment, and other matters of like kind, as said laws and regulations exist and as they may be changed from time to time.
2. The Department shall appoint a fire chief, train, and provide fire fighters; establish, organize, equip, and maintain a fire Department; and prescribe the duties of the fire Department all on behalf of the Town.
3. The Town shall provide access to, at no cost to the Department, the equipment, vehicles, land, structures, and other property
4. This shall commence on the date hereinabove written and shall continue in effect for a term of one (1) calendar year from said commencement date and shall be automatically renewed for successive of one (1) year, unless terminated by either party upon 180 days written notice prior to the year in which the Agreement is then in effect.
5. This Agreement may be terminated upon sixty (60) days written notice in the event the Department should lose its present rating. Further, the Department agrees to pursue improvement to its rating through whatever actions necessary.
6. The fire chief and fire fighters provided by the Department shall remain officers, employees, agents, and/or volunteer fire fighters under the authority of the Department and shall at no time be officers, agents, or employees of the Town, while acting in an official capacity with the Department. Nothing herein shall prohibit current or future officers or employees of the Town from accepting official duties with the Department as individuals and while on their own time.
7. Nothing herein shall prevent the Department from providing fire protection services outside the Town, provided the Department the capability to always provide protection services to the Town.
8. The Department shall provide at least the level of service to the Town that is being provided on the date hereof.
9. The Department shall require all active members to be subject to the drug screening policy of the Town.
10. So long as the Department shall be in full compliance with the provisions of this Agreement, the Town may make voluntary contributions in cash or in kind, from time to time, to assist the Department in carrying out its public service. It is the present intention of the Town to continue to assist the Department to the extent possible by making voluntary

contributions in cash, or in kind in the future. The Town intends to continue working with the Department in a spirit of cooperation and mutual understanding toward providing the needs of the citizens of this community. To that end, the Town intends to continue to receive written requests from the Department for assistance in the performance of its responsibility and the Town further intends to consider any such reasonable request as part of its normal budgetary processes. The Department agrees that at no time shall any funds or in-kind contributions received by it from the Town inure to the benefit of any individual, firm or corporation, or be used for any purpose which is not directly related to the provision of fire protection services. .

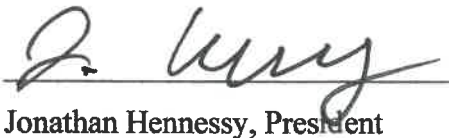
- a While the Town hopes that it will be able to assist the Department in the future as it has in the past, the parties agree that nothing contained in this Agreement shall be construed so as to require the Town to make any contributions in any year or at any time in cash or in kind, it being specifically agreed that it is the sole province of the Town as a governmental body to comply with all requirements for budgeting and expenditure of public funds; provided further that the parties agree that it is the sole discretionary responsibility of the Town Council of the Town to make such determinations as to the expenditure of public funds as it, in the exercise of its discretionary governmental responsibility, deems to be in the best interest of the citizens.
- b To the extent the Town may voluntarily budget an annual contribution to the Department in any fiscal year, the Town will pay whatever annual contribution may be budgeted in one payment, said payment to be made in December.
- c The Department agrees to provide a staff of three certified firefighters (not including volunteers) for 24 hour per day coverage, 7 days per week to ensure adequate coverage and to complete fire department related duties. Eligible staff must be members of the Department, meet minimum certification and agility standards, and have a current NC Emergency Medical Technician certification. Qualified applicants will be paid part-time employees of the Department, and the Town agrees to fund the program at an amount of at least the amount appropriated at the time of this agreement annually; based on a set hourly wage per position. Payment will be made through reimbursement made directly to the Department. Reimbursement will be made on a monthly basis upon receipt of an invoice and a monthly work report submitted by the Department. Funding of this program will be reviewed annually by the Town during its budget process, with consideration given to written requests provided by the Department. The Town reserves the right to adjust the amount annually as deemed appropriate.
- d Beginning March 23, 2021, The Town agrees to initially loan three full time employees to the Department to act in a Firefighter / Driver position who will at all times remain employees of the Town and adhere to all Town personnel policies. The employees will be lent to the Department pursuant to an Agreement to Lend Employees and the employees will be referred to as "Borrowed Employees" of the Town. The Town reserves the right to adjust the amount annually as deemed appropriate.

11. The Department agrees that in any fiscal year in which the Town may contribute in cash or in kind, it shall have an audit of its books and records performed for that fiscal year by a licensed, certified public accountant who shall provide the Town with a copy of its said audit report.
12. The Department shall continue to solicit funds for its operation from sources other than the Town.
13. The parties agree that the Department is not a department of the Town and the Town assumes no responsibility for the training of the Department, or for the delivery of its services. The parties further agree that at no time shall the Department operate or appear to operate as an agent of the Town and that no such agency relationship has in the past, does now, or will in the future exist. The Department shall indemnify and hold harmless the Town from and against all damage, including injury to persons or property, expenses or other liability which may result from, arise out of, or be brought by reason of the implementation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement and by their appropriate officer all by authority duly given by its Board of Directors and/or Town Council the day and year above written for the uses and purposes contained herein.



Jack Edwards, Mayor

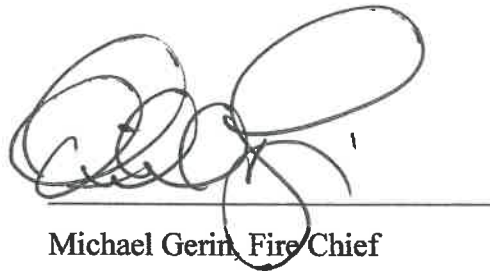


Jonathan Hennessy, President

Attest:



Barbara Monticello, Town Clerk



Michael Gerin, Fire Chief



AGREEMENT TO LEND EMPLOYEES

THIS AGREEMENT (the Agreement"), is made and entered into this the ____ day of _____, 2021, by and between the Town of Pineville, a North Carolina municipal corporation, hereinafter referred to as "Town", and the Pineville-Morrow Volunteer Fire Department, a North Carolina non-profit corporation, hereinafter referred to as "PMVFD";

WHEREAS, PMVFD and Town of Pineville have entered into a Fire Protection Agreement, which said Contract is dated the 9th day of March, 2021, having been duly executed by the authorized representatives of the parties hereto (the "Fire Protection Agreement"); and

WHEREAS, the Town desires to employ fire protection and emergency response professionals ("Professionals") and PMVFD desires to utilize the services of those Professionals pursuant to the terms of the Fire Services Contract ("Borrowed Employees"); and

WHEREAS, Town agrees to supply PMVFD with such Borrowed Employees.

THEREFORE, for good and valuable consideration, the Parties agree as follows:

- 1. Borrowed Employees.** Town agrees to loan the employees listed on Exhibit A attached hereto to work as Professionals at PMVFD fire stations located at 108 Church Street in Pineville, North Carolina [the "Borrowed Employees"]. Exhibit A may be amended from time to time at the sole discretion of the Town.
- 2. Loan Period.** Town agrees to lend the Borrowed Employees to PMVFD commencing on the date of this Agreement and, subject to the terms of this Agreement and the Fire Services Contract continuing until such date as mutually agreed by the Parties (the "Loan Period"). The Town may cease loaning the Borrowed Employees to PMVFD for any reason or no reason upon 30 days written notice to PMVFD. In the event that an issue arises related the performance of the Borrowed Employee(s), PMVFD shall notify the Town and the Parties shall work together to resolve the performance issue in a manner that complies with Employment policies and procedures of the Town. In the event a Borrowed Employee terminates his/her employment with the Town, all obligations of the parties under this Agreement shall cease with regard to that Borrowed Employee.
- 3. Authority.** The Borrowed Employee(s) shall perform such duties as may be assigned to them by the Fire Chief and/or his delegate. PMVFD shall be vested with such authority to direct and control the Borrowed Employee during the Loan Period and to assign the Borrowed Employee work duties and provide day to day supervision.
- 4. Training.** PMVFD shall promulgate standard operating procedures/guidelines and workplace conduct standards in consultation with and with input from the Town, and in accordance with industry best practices. PMVFD shall provide training to its members and Borrowed Employees on the operating guidelines and conduct standards. PMVFD will provide training to Borrowed Employees in the same manner and to the same standards as it trains its own employees and volunteers. The minimum training standard shall be that required by the State of North Carolina,

or any other applicable government unit, the PMVFD standard operating procedures and policies, and workplace conduct standards, whichever provisions are greater, in whole or in part.

- 5. Workers Compensation Coverage.** Town supply and maintain workers' compensation coverage to the Borrowed Employees. Town shall be responsible for the payment or defense of all workers' compensation claims arising out of the performance of services by the Borrowed Employee under this agreement, including any claims which accrue during the Loan Period but have not closed prior to the ending of the Loan Period, as well as all costs incurred as a result of any claim for workers' compensation benefits.
- 6. Indemnification.** PMVFD agrees to and shall indemnify and hold harmless the Town from and against any and all liabilities, claims, damages, costs or expenses (including attorneys' fees) arising from or relating to (i) any actions or omissions of the Borrowed Employee, including but not limited to any claims of negligence, arising directly or indirectly out of the performance of services under this Agreement, (ii) any actions or omissions of PMVFD, including but not limited to any claims of negligence, arising directly or indirectly from the Borrowed Employee arrangement generally or from this Agreement in particular; and (iii) any actions or omissions of PMVFD agents, managers, employees, contractors and/or volunteers that result in employment practices claim(s) by a Borrowed Employee including but not limited to claims of harassment, discrimination, failure to promote, retaliation and/or employee policy violations. The provisions of this Section 6 shall survive the termination of this Agreement.
- 7. Insurance.** PMVFD shall be required to maintain those insurance coverages as described in the Fire Services Contract. The Town shall be named as an additional insured and the insurance shall be primary and non-contributory as to the Town.
- 8. Pay and Benefits.** The Borrowed Employee shall be paid by the Town, and, subject to applicable laws, shall participate in any applicable employee benefit plans of the Town, pursuant to the terms of such plan(s). The Town shall have the right and responsibility to determine the amount of base pay compensation, benefits and performance award (if applicable) payable to the Borrowed Employee; provided, PMVFD agrees to participate with the Town from time to time to discuss the Borrowed Employee's performance under this Agreement. The Town shall be responsible for paying all applicable income taxes, social security, unemployment, health, and other taxes required as relates to the Borrowed Employee. Any performance award paid to the Borrowed Employee shall be paid by the Town,
- 9. Payment for Borrowed Employees.** PMVFD shall pay to the Town the sum of \$1.00 (One Dollar and no/100) per year, which said amount shall be payable for the first year upon execution of this Agreement and each and every year thereafter on or before the anniversary of the initial payment.
- 10. At Will Employment.** This agreement in no way alters the status of Borrowed Employee as an "at-will" employee of the Town.
- 11. Assignment.** This Agreement may not be assigned without the written consent of the Parties.

Exhibit A

NAME	TITLE	FULL OR PART TIME
Jonathan Clary	Firefighter / Driver	Full time
Timothy Sipes	Firefighter / Driver	Full time
Steven A. Brown	Firefighter / Driver	Full time

12. Construction. This Agreement shall be governed by and construed under the laws of the State of North Carolina.

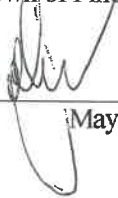
13. Amendments and Modifications. Any amendment or modification of this Agreement must be in writing and signed by both parties.

14. Binding Effect. Subject to the terms and conditions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Both parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and it has been drafted by counsel for both PMVFD and Pineville. As such, the Doctrine of Construction against the drafter shall have no application to this Agreement.

IN WITNESS THEREOF, the Town of Pineville has caused this contract to be signed in its name by its Mayor, and attested to by its Town Clerk, all by the authority of its duly elected Town Board and the Pineville-Morrow Volunteer Fire Department has caused this contract to be signed in its name by its President and attested to by its Secretary, all by the authority of its duly elected Board of Directors.

This the 9th day of March, 2021.

Town of Pineville




Mayor

ATTEST:




Town Clerk
SEAL

Pineville-Morrow Volunteer Fire Department



President

ATTEST:



Fire Chief
SEAL

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



Positions	Grade	Minimum Salary	Maximum Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter Driver	20	43,800.00	70,020.88	43,800.00	44,895.00	46,017.38	47,167.81	48,347.00	49,555.68	50,794.57

Introductory Period

Upon successful completion of a six (6) month introductory period, incumbents will be eligible to receive a one (1) step increase

Pineville-Morrow VFD FLSA scheduling

FLSA Work Period
24 days

FLSA Hours Before OT
192

Shift Scheduled Hours
196

FLSA Example:

28	days in work period	212	FLSA Max Hours
7	days per week	4	weeks in work period
4	weeks in work period	53	Hours per week


March 2021

This is a blank and printable March Calendar. Downloaded from WinCalendar.com

March 2021							Apr 2021 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
	1	2	3	4	5	6	
7	8	9 Council Meeting 6:30pm @ the Hut	10 Budget Discussions with Department Heads begins	11	12	13	
14	15	16	17 	18	19	20	
21	22 Council Work Session @ 6:00 PM at Pineville Communications Bldg.	23	24	25 Telephone Board Mtg. @ 3:30 pm @ PD Training Room followed by First Budget Meeting @ 5:30 pm	26	27	
28	29	30	31				

April 2021

This is a blank and printable April Calendar. Downloaded from WinCalendar.com

April 2021							May 2021 ▶
◀ Mar 2021	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Good Friday – all offices closed.	3
4 Easter Sunday 	5		6	7	8 Second Budget Meeting @ 6:00 p.m. @ PD 2 nd FL Training Room	9	10
11	12		13 Town Council Meeting 6:30 @ Hut	14	15 Third Budget Meeting @ 6:00 p.m. @ PD 2 nd FL Training Room	16	17
18	19		20	21	22 Fourth Budget Meeting @ 6:00 p.m. at PD 2 nd FL Training Room	23	24
25	26 Council Work Session @ 6:00 p.m. @ Communications Bldg.		27	28	29	30	