



AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag (*Melissa Davis*)

Moment of Silence

APPROVAL OF THE MINUTES

1. Approval of Minutes of October 25th Council Meeting and September 20th Work Session

CONSENT AGENDA

2. Finance Report (*Richard Dixon*)

PUBLIC COMMENT

PUBLIC HEARING

3. Purchase of lots on College Street for the Fire Station

OLD BUSINESS

4. Fire Department Vehicle (Chief Gerin) - discussion of replacing vehicle or repairing the engine.
5. Lynnwood/Lakewood Design (Ryan Spitzer) - Council to review and approve amended Storm Water Design concept.
6. Airport Roundtable Committee Applicant - Charles Soussou

NEW BUSINESS

7. Memorials for deceased residents at local parks

MONTHLY STAFF REPORTS

8. Public Works
9. Parks and Rec
10. Police Department
11. Telephone
12. Human Resources

CALENDARS FOR COUNCIL

13. December

CLOSED SESSION

14. per NCGS 143.318.11 (4) - economic development
15. per NCGC 143.318.11 (6) - personnel matter

ADJOURN

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

Topic: November Town Council Meeting

Time: Nov 22, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81785725495?pwd=a2J4UXhtWTRUOGwwb2hZZmpMUENnUT09>

Meeting ID: 817 8572 5495

Passcode: 836881

One tap mobile

+16465588656,,81785725495#,,,,*836881# US (New York)

+13017158592,,81785725495#,,,,*836881# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 817 8572 5495

Passcode: 836881

Find your local number: <https://us02web.zoom.us/j/81785725495?pwd=a2J4UXhtWTRUOGwwb2hZZmpMUENnUT09>

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



**TOWN COUNCIL WORK SESSION MINUTES
MONDAY, SEPTEMBER 20, 2021 AT 6:00 PM
PINEVILLE COMMUNICATIONS BLDG**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, September 20, 2021 @ 6:00 p.m.

ATTENDANCE

Mayor: Jack Edwards
 Mayor Pro-Tem: Melissa Davis
 Council Members: Amelia Stinson Wesley, Les Gladden and Joe Maxim
 Town Manager: Ryan Spitzer
 Town Clerk: Lisa Snyder
 Parks & Rec Director: Matthew Jakubowski

Mayor Jack Edwards called the meeting to order at 6:00 p.m. Council Member Joe Maxim made a motion to open the meeting and Council Member Les Gladden seconded the motion. There were ayes by all and the meeting opened.

CONSENT AGENDA ITEMS

Council member Amelia Stinson-Wesley moved to approve the Consent Agenda items consisting of the Tax Refunds, Proclamation for Public Power Week and Resolution #2021-15 for the sale of surplus items, with a second made by Mayor Pro Tem Melissa Davis. **(Motion passed 4-0)**

BOARD APPOINTMENTS:

Kris McVey will replace Yvette Isaacs on the Parks & Rec Board. Yvette Isaacs will serve on the Mecklenburg County Parks & Rec Commission to replace Miladay Meadows. Ms. Isaacs appeared via Zoom and told Council that she is happy to serve. Mayor Edwards thanked her for volunteering.

The Motion was made by Council Member Joe Maxim to approve the Board Appointment of Kris McVey to the Parks & Rec Board with a second made by Council Member Amelia Stinson-Wesley. **(Motion passed 4-0)**

A Motion was made by Council Member Les Gladden to seconded by Council Member Amelia Stinson-Wesley to approve Yvette Isaacs' placement on the Mecklenburg County Parks & Rec Commission. **(Motion passed 4-0)**

FALL FEST UPDATE

Parks & Rec Director Matt Jakubowski provided an update on the upcoming Fall Fest in Pineville. There will not be rides this year. Police presence will be at the beer garden. Council Member Stinson-Wesley said it would be helpful to have a photo of parking on our social media page. Fireworks are scheduled for Friday and Saturday nights at 10:00 pm and will be held at the Mill. Council Member Gladden suggested that we have small, transportable events set up near the stage to have in between bands and keep attention there. For example, the pie-eating contest. Council Member Maxim discussed the Fall Fest with Atrium Health. They expressed an interest in having a tent on-site to share current information on staying safe. The hospital does not want to make it harder for someone who needs a hospital bed to get one. Council Member Stinson-Wesley asked

Mr. Jakubowski to advertise this information, as well. Council Member Gladden recommended placing hand sanitizers everywhere and possibly setting up balloons where the hand sanitizers are located to draw attention to them.

Parks & Rec Director Jakubowski said that his department will be placing signage in various locations outlining no parking, parking and where specific events are located.

GREENWAY BRIDGE

The greenway connection from McCullough to Jack Hughes Park ranked high on both the PARC Masterplan and the Mobility Plan drafted by the Town. Town Manager Spitzer said that the Town has to get permission to cross the power lines; if crossed, you have to do so at a 90-degree angle. The cost is approximately \$1.5 million with a 35% contingency. This number should come down as engineered drawings are completed due to actual conditions being known and the contingency amount being reduced. Council Member Stinson-Wesley asked how long it will take to accomplish this? Mr. Spitzer said it will start after the design and planning process. He added that financing for this project will come from ARPA, the Journal fund money, and Pulte said that they would contribute some money. The Sugar Creek portion is approximately eight to ten years down the road. Mr. Spitzer advised that the next step is to procure an engineer at a cost of about \$60,000 to \$70,000. Council Member Gladden moved to proceed further with engineering on the bridge with a second made by Council Member Maxim.

(Motion passed 4-0)

THE OLD NORTH STATE LEAGUE AGREEMENT

Town Manager Spitzer talked with Matthew at the Parks & Rec Department and Alec Allred from North State and they have all agreed on the license agreement that was originally a contract, but the attorney said that we should go with a license agreement because it gives us more flexibility. It's also only for a two-month period that the license agreement makes more sense. The term is until 2027. Old North State agreed to compensate the Town for the use of the field at full cost. The Town will sell concessions. Old North State gets all admission, memorabilia, and alcohol revenue. The Town gets 30% of signage revenue. The Town cannot lease the field to any other competitive league during their time. Old North State cannot put another team within 20 miles of Pineville. Old North State has to have all applicable insurance. Additionally, they have to let Matthew or Erin know, at Parks & Rec, by December 15th of each year, if they are going to need the fields.

Mayor Pro Tem moved to approve the License Agreement with a second made by Council Member Joe Maxim. ***(Motion passed 4-0)***

Mayor Edwards asked Council to stay on top of the Legislative Agenda by the State. Ryan can do letters to the legislators, but it has more impact coming from elected officials. He will send Council a list of Senators in the immediate area. Council Member Stinson-Wesley offered to travel to Raleigh with the Mayor to meet the legislators, if needed. The Mayor continues to receive many emails every year. He continued to say that the issue now is partisanship. He will get back to Council Member Stinson-Wesley and Council with the names of legislators to reach out to. He added that the Mayors get together every two months to discuss issues and usually five to seven Mayors agree. Council Member Gladden asked about Town Hall Day where the legislators are supposed to be in their offices in Raleigh to meet with those who want to talk to them. The Mayor said that it hasn't been held for two years.

LYNNWOOD/LAKEWOOD PROJECT

Town Manager gave an update to the progress for this project. He outlined the residents who will participate, those who are opposed, those are on the fence, those who want to be paid, and those who have not responded. He has an upcoming meeting with LaBella to discuss further and see what can be done with what they have now. Council Member Gladden said that adding curb and gutter is an absolute must and essential. Town Manager Spitzer added that we don't want to piece-meal the project since we don't have everyone's approval. Council Member Maxim is an absolute NO on paying anyone for something that is going to increase their property values; that in itself, is a floodgate that we have to deal with every time we try to improve historical Pineville. Council Member Gladden concurred but added that is not unusual to pay for rights-of-way. Mayor Edwards added that this project started because of the flooding issues and would be an improvement to the area. Town Manager Spitzer will update Council after his meeting with LaBella Tuesday morning.

A 5-minute break was taken before Closed Session began at 7:13 pm.

CLOSED SESSION pursuant to NCGS 143.318.11(4) – real estate

Mayor Pro Tem Davis moved to leave Closed Session with a second made by Council Member Maxim. All ayes. A motion was made by Council Member Gladden to approve the purchase of property with Peter Leeke with a second made by Mayor Pro Tem Davis. **(Motion passed 4-0)**

A motion to close the Work Session was made by Council Member Stinson-Wesley with a second made by Mayor Pro Tem Davis. **(Motion passed 4-0)**

The Work Session closed at 7:33 pm.

Jack Edwards, Mayor

ATTEST:

Lisa Snyder, Town Clerk



TOWN COUNCIL REGULAR MEETING
PINEVILLE HUT MEETING FACILITY
MONDAY, OCTOBER 25, 2021 AT 6:00 PM

MINUTES

CALL TO ORDER

Mayor Jack Edwards called the meeting to order @ 6:03 pm.

Mayor Edwards
 Mayor Pro Tem Melissa Davis
 Council Members: Les Gladden, Amelia Stinson-Wesley, Joe Maxim
 Town Manager: Ryan Spitzer
 Town Clerk: Lisa Snyder

PLEDGE ALLEGIANCE TO THE FLAG

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

MOMENT OF SILENCE

Mayor Jack Edwards requested we remember our first responders, police, fire, EMS, Terry Brown, Debbie Nicholson McManus, Mike McManus, Kay Hall Long, Tammy Whiteside, William Whiteside, Bobby White, Gena Cook Penley, Carrie Ott and Glenn Simmons and their families.

ADOPTION OF AGENDA

Mayor Edwards had two changes. One, on the consent agenda, we will pull the World Polio Day out and second, Item #9, we are pulling out the qualification for weapons and scores out of the discussion. We will also add Public Comment after the Approval of Minutes. Council Member Joe Maxim moved and Les Gladden seconded to adopt the Agenda with the three changes stated. The Agenda was adopted (*Approved 4-0*).

APPROVAL OF MINUTES

The Minutes of the August 10th Town Council meeting and the revised August 23rd Work Session Minutes were approved with the change under Fall Fest, as reflected in the revised August 23rd Minutes. Council Member Gladden moved to approve with the revision and Council Member Stinson-Wesley seconded. (*Approved 4-0*).

PUBLIC COMMENT

Chris Brown, of 108 Kenmore Drive, discussed one minor item and one fairly major one. The minor item is recycling receptacles. He said that he walks every morning and picks up all of the trash on the streets. He traveled outside of the area, and they had a downtown like ours, and right next to each trash can, they had a recycling can next with cardboard, cans, paper and bottles. He thought this would be something worth looking into. The second item, the more serious item, is tree preservation, he added that he has concern for tree preservation in Pineville. He was told there are no meaningful tree preservation ordinances. It distracts from the quality of life. He willing to volunteer to work with anyone on a meaningful and enforceable penalties in the Town of Pineville. Mayor Edwards commented that it is a State Law that a homeowner has a right

to cut down their tree down. We have to deal with the statutes of the State. He further suggested that residents contact their legislatures. They will get more response from their legislators than we will. Mr. Brown added that he walks out of his way to take cans to the Fire Department. The Mayor will gladly support them with the contact numbers needed to reach their respective legislator.

Jane Shutt with Pineville Neighbors Place discussed several events within her organization, including the upcoming Potato Drop being held this Saturday, October 30th, at Carolina Place Mall by Rooms 2 Go and Dillards from 9am until 12 noon,. Currently, they have 120 volunteers but could use about 50 more. She participated with area agencies, including United Way, recently for a playground build at Sterling Elementary School and it was way cool to watch. There were 150 volunteers who completed several campus beautifications projects in addition to the playground. Pineville Neighbors partnered with Pineville Pharmacy to host two vaccine clinics and will work with Mecklenburg County Department of Health to host an additional one at The Pines at Carolina Place on November 14th. Shop with a Cop is a program run by the Pineville Police and Pineville Neighbors Place. Last year, they helped 250 children at Pineville Elementary and Sterling Elementary schools and ten adults at Pineville Rehab. They are currently accepting financial donations and new toys for this program. She asked that everyone keep the people in the community who are still struggling in our thoughts and prayers. She added that they have an Amazon shopping list to shop from, as well.

CONSENT AGENDA

Mayor advised that the Finance Report and Resolution 2021-16 for Surplus items needed a vote to accept the Consent Agenda with these three items. We will vote on the Airport Roundtable Committee applicant next month. Council Member Joe Maxim made a motion to accept the Consent Agenda with a second made by Mayor Pro Tem Melissa Davis.

Council Member Amelia Stinson-Wesley wanted the Proclamation for World Polio Day lifted from the Consent Agenda in order to highlight it. She added that her father is a survivor of polio. He had this in the forties and it affected her family dramatically. She has spent time in Cambodia working with polio survivors. She is grateful to the Rotary Club and thankful for recognizing this day. The Mayor added that he came down with polio when he was in elementary school and survived. Asheville had the highest rate of polio in the United States. Council Member Stinson-Wesley made a motion to approve the World Polio Day and a second was made by Council Member Les Gladden. *(Approved 4-0)*.

OLD BUSINESS

Lynnwood/Lakeview Design (ACTION ITEM) Town Manager Ryan Spitzer outlined the stormwater design concept. We've been through several reiterations of this design. Partially some have been caused by people not wanting to donate a right-of-way easement so we can build the road and build proper storm drainage and build sidewalks on the road. We're planning an FDR of the road in its current configuration. If approved this design, he will have LaBelle estimate it and bring to Council in November to go forward. Council Member Gladden felt that there will be a few tweaks after we go along with this, for a year or two, even after its completion. Town Manager Spitzer added that anyone who has given us easements currently, we'll look at that drainage and see if we can improve down the road. Mayor Pro Tem Davis made a motion to approve the Labelle project with a second made by Council Member Maxim. *(Approved 4-0)*

NEW BUSINESS

Fire Department Vehicle (ACTION ITEM). Chief Mike Gerin discussed fire vehicle #12 and the need to either repair or replace it. The cost is \$12,000 to get it replaced and he noted that it is a 2005 model to get the motor redone on it. Last week fire vehicle #13 went down so they are now down two fire vehicles. He asked Council if they should repair or replace the vehicles. Vehicle #13 has been down four months already and nothing can be put in the bed. Vehicle #12 goes out on every medical run. The life expectancy of most vehicles is about fifteen years. Town Manager Spitzer added that vehicles #12 and #13 were not in the five-year outlay. It was decided to discuss again at the November meeting. Finance Director Richard

Dixon will provide a refreshed budget which will include newly added projects and see what the numbers are in front of us. Chief Gerin will get a price, as well, and send that information to Town Manager Spitzer.

LWCF Grant (ACTION ITEM). Town Manager Spitzer discussed the grant through the State that Kristi Detweiler applied for in 2019 to purchase property to put in the park system and was recently approved in the amount of \$175,000. Circumstances have changed since 2019. Do they want to approach the property owner now that we've got the grant and see how he would react to us going after that property or asking the state if we can use that money to purchase another property? He asked Council how they wanted to use the funds, or give back to the State? He also noted that this is a matching grant (we would match \$175,000). Mayor Pro Tem Davis made a motion to allow Ryan Spitzer to proceed with talking to the owners of the Park property to negotiate a selling price and then as a back-up the flood plain that goes up to the trails. Mayor Pro Tem made the motion to approve followed by a second made by Council Member Joe Maxim. (Approved 4-0)

Police Department Discussion (ACTION ITEM). Chief Hudgins discussed the possibility of having a Civil Unrest Unit in Pineville. If approved, the Town would have their own squad, which would include ten officers and one supervisor. One benefit would be to assist local and regional cities. The training for civil unrest is free and set up by CMPD and will be ongoing. The cost will for the equipment which equals \$25,812.70 and will be paid out of the asset forfeiture. Mayor Pro Tem Davis wants to make sure that we have the officers that we need here. Council Member Gladden said that he wants to make sure we have our streets covered first. (It is noted that the second item under Item #9 was pulled out of the discussion). Mayor Edwards reminded Council that the forfeiture will take care of the equipment and he recommended that a decision be made tonight. Council Member Maxim moved to approve use of \$25,812.70 of asset forfeiture funds to purchase Civil Unrest equipment and training and use of equipment with a second made by Council Member Gladden. (Approved 4-0)

Monthly Staff reports. Town Manager Spitzer shared that the Greenway Bridge project is out for bid. We are waiting to hear back from interested architects and engineers. We are moving forward with that. The sidewalks on Polk Street were bid out last month but only received two bids. Getting three bids back the first time is State-required. The next bid process is currently underway and he hopes to proceed this week. The new Town Hall is still on schedule to be substantially completed in August, 2022. We will move in first followed by the Library who will move in about three months after us. The Downtown buildings are starting to get pressure-washed and painted this week. The property owners have been in contact with the Polk School of Fine Art and they have been talking back and forth. Early voting has begun at the PCS building and goes through this Saturday, October 30th. The Christmas Tree lighting is scheduled for December 4th at 3:30 pm to 5:00 pm.

The next Council Meeting will be moved from the 9th as Council Member Gladden will not be here, and rescheduled for November 22nd and will have a public hearing for the Fire Department and will allow for Public Comment.

ADJOURN

Council Member Joe Maxim moved to adjourn followed by a second made by Mayor Pro Tem Melissa Davis. The meeting was adjourned at 7:25 pm.

Mayor Jack Edwards

ATTEST: _____
Lisa Snyder, Town Clerk

Town of Pineville
 Budget vs. Actual
 10/31/2021

Item 2.

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Property Tax	\$ 8,447,502	\$ 1,671,026	19.78%
Prepared Food Tax	650,000	365,808	56.28%
Room Occupancy	250,000	114,054	45.62%
Franchise Tax	1,000,000	253,014	25.30%
Sales Tax	1,516,000	493,439	32.55%
Storm Water	450,000	109,729	24.38%
Powell Bill	200,000	109,545	54.77%
Other	1,418,544	131,522	9.27%
Appropriated F/B - Restricted Police	320,000	320,000	100.00%
Appropriated F/B Powell Bill	100,000	100,000	100.00%
Total	\$ 14,352,046	\$ 3,668,138	25.56%
Expenditures			
Governing Board	\$ 183,619	\$ 41,861	22.80%
Administration	1,589,517	322,147	20.27%
Human Resources	224,130	37,416	16.69%
Zoning	512,530	137,425	26.81%
Police	5,930,887	1,995,744	33.65%
Fire	1,155,874	304,559	26.35%
Public Works	1,085,518	342,778	31.58%
Storm Water	642,257	67,645	10.53%
Powell Bill	282,500	18,165	6.43%
Sanitation	672,000	151,063	22.48%
Recreation	576,727	233,919	40.56%
Cultural/Tourism	1,392,487	357,197	25.65%
Cemetery	4,000	-	0.00%
Contingency	100,000	-	0.00%
Total	\$ 14,352,046	\$ 4,009,919	27.94%

Town of Pineville
Electric
10/31/21

Item 2.

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Electric	13,526,372	4,525,577	33.46%
Expenditures			
Administration & Billing Support	512,739	155,835	30.39%
Purchased electricity	8,745,000	2,787,573	31.88%
Operations and Maintenance	4,268,633	948,357	22.22%
Total	<u>13,526,372</u>	<u>3,891,765</u>	<u>28.77%</u>

Town of Pineville
ILEC Telephone Fund
10/31/2021

Item 2.

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Revenues	1,246,680	496,655	39.84%
Telephone Reserves	746,070	746,070	100.00%
Total Revenue	1,992,750	1,242,725	62.36%
 Expenditures			
Operating Transfer Out	384,550	-	0.00%
Operating Expenses	1,153,500	372,567	32.30%
Plant under Construction	454,700	84,533	18.59%
Total	1,992,750	457,099	22.94%

Town of Pineville
 CLEC Telephone Fund
 10/31/2021

Item 2.

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Revenue	821,750	438,864	53.41%
Transfer from ILEC	384,550	-	0.00%
Total	<u>1,206,300</u>	<u>438,864</u>	<u>36.38%</u>
Expenditures			
Operating Expenses	920,300	328,714	35.72%
Plant under Construction	<u>286,000</u>	<u>8,145</u>	<u>2.85%</u>
Total	<u>1,206,300</u>	<u>336,859</u>	<u>27.92%</u>

**Town Of Pineville
Johnston Road Realignment
10/31/21**

	FY18	FY19	FY20	FY21	FY22	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	40,925	3,990	250,498	307,000
Construction	-	-	-	-		-	2,610,000
Total Road Realignment Expense	805,317	53,863	84,216	40,925	3,990	988,311	3,667,000

Town Of Pineville

**Revenue & Expense Statement - Fund 80
10/31/2021**

	FY21	FY22	Total
Capital Project - Financing			
3360.1240.80	\$ 21,000,000	\$ -	\$ 21,000,000
Total Capital Project - Financing	21,000,000		21,000,000
Capital Project - Expenses			
2003.0000.80	3,163,480	2,083,740	5,247,220
7000.7300.80	52,584	139,350	191,934
7000.7301.80	-		
7000.7302.80	60,673	36,726	97,399
7000.7303.80	621,495		621,495
Total Capital Project - Expenses	3,898,232	2,259,817	6,158,049
Total Net	\$ 14,841,951		\$ 14,841,951

Town Of Pineville

Lynnwood Road Improvements

10/31/21

	FY22	Project Budget
<u>Revenue</u>		
Stormwater Reserves	\$ -	\$ 1,000,000
General Fund Reserves	-	1,423,675
Total	-	2,423,675
<u>Road Realignment Expense</u>		
Construction	-	1,762,800
Engineering/Professional Services	-	485,575
Contingency	-	175,300
Total	\$ -	\$ 2,423,675

FY22	Project	Department	Budget	YTD Actual 11/15/2021	Percent of Budget Spent
*	Vapor mitigation - TH/L	Admin	95,000.00	-	
	TH/L Furniture	Admin	270,000.00	-	0%
	TH/L Commissioning	Admin	30,000.00	-	
	Cone mill	Admin	92,973.00	6,171.47	7%
	Sidewalks - CBDG match	Planning	55,000.00		
	Vehicles	Police	293,000.00	18,523.52	6%
	Vehicle - Squad -60/40	Fire	63,000.00	-	
	Tire Changer	Public Works	10,500.00	7,661.20	73%
	Mobility Connections	Public Works	150,000.00	6,500.00	4%
	Roof - PW building	Public Works	125,747.00	-	
	Electric gate -PW building	Public Works	15,000.00	18,401.78	123%
	Project planning	Cultural & Tourism	358,300.00	18,500.00	5%
	Tractor	Cultural & Tourism	36,000.00	34,335.00	95%
	Large shelter roof/gutters	Park & Rec	28,770.00	-	
	Concession stand	Park & Rec	6,500.00	-	
*	Stage restroom heaters	Park & Rec	5,503.00	5,503.00	
	Shay stage	Park & Rec	4,200.00	-	
	Painting - Hut	Park & Rec	10,180.00	9,820.86	96%
	4000 Series mower	Park & Rec	8,078.00	7,105.16	88%
	25HP Kubota Diesel	Park & Rec	15,434.00	-	
	Inflatable screen & case & projector	Park & Rec	8,088.00	6,799.00	84%
	Lowry Street	Stormwater	400,000.00	-	
	Paving	Powell Bill	200,000.00	-	
	Sidewalk repairs - Greenway	Powell Bill	40,000.00	16,250.00	41%
	Town Hall Fountain	Non-budgeted	120,000.00	-	

**Town of Pineville
Revenue Analysis
FY22**

Revenue Account	Distribution Schedule	FY21		FY22		FY22 YTD		FY21		FY22		% change FY21-22
		Oct	Oct	Oct	Oct	Budget	Estimate	Oct	Oct	Oct	Oct	
Property Tax	Monthly	-	987,078.85	8,100,000.00	8,100,000.00	8,100,000.00	8,100,000.00	582,207.25	1,581,202.51	1,581,202.51	172%	
Property Tax - DMV	Monthly	-	27,179.26	347,502.00	347,502.00	347,502.00	347,502.00	60,241.83	89,823.55	89,823.55	49%	
Prepared Food	Sept & March	-	-	650,000.00	730,000.00	730,000.00	730,000.00	339,439.79	365,808.47	365,808.47	8%	
Room Occupancy	Monthly	23,656.75	39,843.50	250,000.00	320,000.00	320,000.00	320,000.00	74,608.53	114,035.53	114,035.53	53%	
Vehicle U-Drive IT Tax	Monthly	2,413.01	29,623.29	225,000.00	300,000.00	300,000.00	300,000.00	85,401.93	122,145.85	122,145.85	43%	
Utility Franchise Tax	Quarterly	226,901.46	245,325.54	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	226,901.46	296,014.88	296,014.88	30%	
Total Sales Tax	Monthly	210,012.38	245,149.47	1,516,000.00	1,516,000.00	1,516,000.00	1,516,000.00	438,456.26	493,439.01	493,439.01	13%	
YTD revenue per report				12,088,502.00	12,313,502.00	12,313,502.00	12,313,502.00	1,807,257.05	3,062,469.80	3,062,469.80	69%	

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 11/19/2021
Re: Purchase of Property for new Fire Department

Overview:

The Town of Pineville is looking to purchase 119 (20501414) and 201 (20501415) College St. to construct a new Fire Department. Town staff has negotiated a purchase price with the current owner of the properties. The details of the contract are:

- Purchase Price: \$539,133
- Closing Date: By December 31st, 2021
- Earnest Money: \$5,000
- Due Diligence Period: If Phase 1 shows a need for a Phase 2 the town can extend the due diligence period for up to 10 days past the time it takes to conduct the Phase 2

The Town is waiting on the results of the Phase 1 examination which should be completed by November 22, 2021. Initial testing is showing there is no contamination that would result in the need for a Phase 2. However, the soil is bull tallow with some rock under the surface. The owner of the properties has already agreed to the PSA and signed the contract.

The Town is also waiting on US Developments to return Amendment 3 of our contract with them to remove parcel # 20501416 from the contract.

Attachments:

Site Plan
Narrative of possible costs
PSA Contract

● *Garner & Brown Architects PA* 1718 East Boulevard, Charlotte, North Carolina 28203

July 13, 2021

Chief Michael Gerin
Pineville Fire & Rescue
mgerin@pinevillenc.gov

Re: Fire Station Site Selection

Dear Chief Gerin:

As requested, we have addressed the questions regarding:

- Cost of “temporary” building
- Cost of stormwater storage below grade v above grade
- Cost of site development – grading – retaining walls

A building constructed as a shelter for fire trucks during the construction period for the new building is a temporary facility. However, the NC State Building Code definition for a temporary building is limited to 6 months. A construction period of 1 year would be typical for the new station as anticipated. Consequently, the so called “temporary” building will be required to meet Building Code requirements.

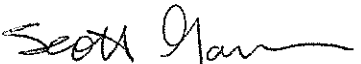
Cost estimates for a structure of this type located on Town owned property across College St have been prepared. The building would be approximately 50 x 60 with two apparatus doors, 2 man doors, gravel floor, lights, infrared heat, and hose bibb. For the Clear Span Option, the cost would be approximately \$215,000 in place. For a metal building of similar size and description, the cost would be approximately \$245,000. Another consideration may be due to the COVID situation, there is an extended lead time for metal buildings.

Site cost for stormwater storage, grading, and retaining walls have been addressed by Jeff McCluskey, MC² Engineering. His detailed report is attached for your review.

As both sites are highly developed, the Mecklenburg County Post Occupancy ordinance will require consideration. This deals primarily with tree saves and open space. With refinement, both designs may reduce the amount of development which will help. Alternatively, mitigation on other Town owned property may be a possibility.

Hopefully this will address your questions and be helpful in the decision-making process. If you would like to discuss this further, please feel free to contact this office. We appreciate the opportunity to be of service.

Sincerely,


Scott Garner, AIA

July 12, 2021



Garner & Brown Architects PA
 Attn: Scott Garner, AIA
 1718 East Boulevard
 Charlotte, NC 28203

Re: Pineville FD – New Fire Station

Dear Scott:

Mc² Engineering, Inc. has evaluated both proposed sites and completed some preliminary analysis on each site to provide some feedback on some potential costs associated with each site.

Church & College Street

The site currently includes the existing Fire station and the two adjacent lots that were previously developed with a commercial business and a single-family house. The total site area is approximately 71,499 sf (1.64 acres), but it appears that there would be a need to dedicate additional right of way along College Street.

Stormwater Management will be required for the site since the proposed development will be developed as a high-density development. The existing impervious coverage on the fire station property and former commercial and single-family property is approximately 41,921 sf and the current proposed plan has an impervious coverage of 56,991 sf so this is an increase of 15,070 sf. Based on the stormwater ordinance requirements stormwater management would need to be provided for the net increase of 15,070 sf of impervious coverage. Based on the size of the property mitigation is not an option and stormwater management would need to be provided. The most likely feasible and economical option would be to provide a perimeter sand filter system tied together with an underground detention system to provide quantity controls. A ballpark cost for this type of system would be approximately \$150,000. There are a few other options which are proprietary systems that should be investigated to see if they are more economical.

The proposed road improvements for College and Church Street include the installation of a planting strip with street trees and a 10' sidewalk. The required sidewalk is approximately 264 linear feet at a cost of \$13,200. There is existing curb and gutter along both College and Church Street, but a significant amount of the existing curb and gutter is driveway aprons that will be required to be removed so it appears that there will be a need to replace approximately 330 lf of curb and gutter at a cost of \$10,000.

Based on how tight the site is with the property lines and the existing grades it appears that a retaining wall will be required along the rear of the property and a portion of the side of the property. An estimate is the wall would be approximately 250 linear feet in length and approximately 6 feet tall. This wall would cost approximately \$45,000. A fence on top of the wall for fall protection would be approximately \$14,000. The grading for the proposed site would be fairly minimum, but the site will require material to be exported from the site to bring the

SITE/CIVIL ENGINEERING

LAND PLANNING

STORM WATER MANAGEMENT

UTILITY ENGINEERING

CONSTRUCTION ADMIN



building pad down to be more level with the road grade. An approximate cost for the grading and hauling of the material off-site would be \$40,000.

Polk & Meadow Creek

The proposed site would consist of a portion of 3 existing parcels that are currently undeveloped and wooded. The total site area is approximately 87,000 sf (2.0 acres), but it appears that there would be a need to dedicate additional right of way along Polk Street.

Stormwater Management will be required for the site since the proposed development will be developed as a high-density development. The amount of stormwater management required for this site would be more than the other site since it is currently undeveloped. It appears that the proposed impervious coverage for the site would be about 59,886 sf and that a sand filter would be the best option. It appears that there would be enough surface area to install an above ground sand filter which would be cheaper than a below ground system, but it would need to be installed in the low point on the property which is at the corner of the Polk and Meadow Creek so the parking lot would need to be reconfigured so that the parking lot is shortened and the parking lot is double loaded closer to the driveway connection on Meadow Creek. This type of sand filter system would be approximately \$40,000. Keep in mind that the sand filter system in this case would essentially be roughly 4-5' deep with an exposed sand pit. There would be an option to bury the system below ground with a proprietary cartridge system, but between that vault and the required pipe storage this system would more likely cost \$250,000.

The proposed road improvements would include Polk Street and potentially Meadow Creek Lane. At this point it is assumed that curb and gutter will need to be installed on Polk Street where it currently doesn't exist and a 10' sidewalk and planting strip would need to be installed. The required sidewalk is approximately 350 linear feet at a cost of \$17,500. The additional curb and gutter needed along Polk Street is approximately 160 lf however there is not storm sewer on the western side of Polk Road and with the additional curb and gutter most likely storm sewer will need to be added due to drainage requirements for NCDOT so we would anticipate the need to install 350 lf of 18" storm sewer at a cost of \$27,500.

Meadow Creek Lane is an existing private street that is most likely built to a residential street standard not constructed to handle the continual loading of a fire truck on a regular basis. Mc2 would recommend after receiving approval from the apartment complex to have a Geotech core drill the existing drive to see the composition of the road. It is anticipated that the road would need to be reconstructed back to the proposed driveway connection which is approximately 290 feet. This work would include needing to construct ½ of the road at a time to maintain access to Pineville Place Apartments. Additional discussions would need to occur with the Town Engineer and Apartment Complex owner, but the worst-case scenario would be installing the road to the Towns' Industrial Street standard 10.03 which would include 12" ABC, 4" 119.0C and 3" of S9.5C. This would also include removing and re-installing the existing curb and gutter. We would assume that the road width would be widened from the existing width, but most likely a proposed width of 28' would suffice. The proposed road work and traffic control during the construction is anticipated to cost \$125,000.



Similar to the site located at Church and College the site is being developed up to the property lines. The existing topography on site compared to the road grades along Polk Street indicate that the site will need to be cut 10-12' to bring the building pad more in line with the road grades. There are limited fill areas on this site so most of this material will need to be hauled off-site. A preliminary estimate is that there would be a need to dispose of 12,500 cubic yards of soil at \$20/cy this would be \$250,000.

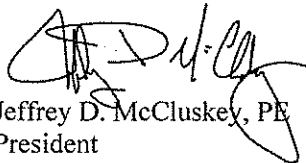
Finally based on the pretty significant cuts and the proposed concrete aprons and parking so close to the property lines there will be a need to install a fairly large retaining wall. An estimate is the wall would be approximately 480 linear feet in length and an average height of 10 feet tall. This wall would cost approximately \$144,000. A fence on top of the wall for fall protection would be approximately \$27,000.

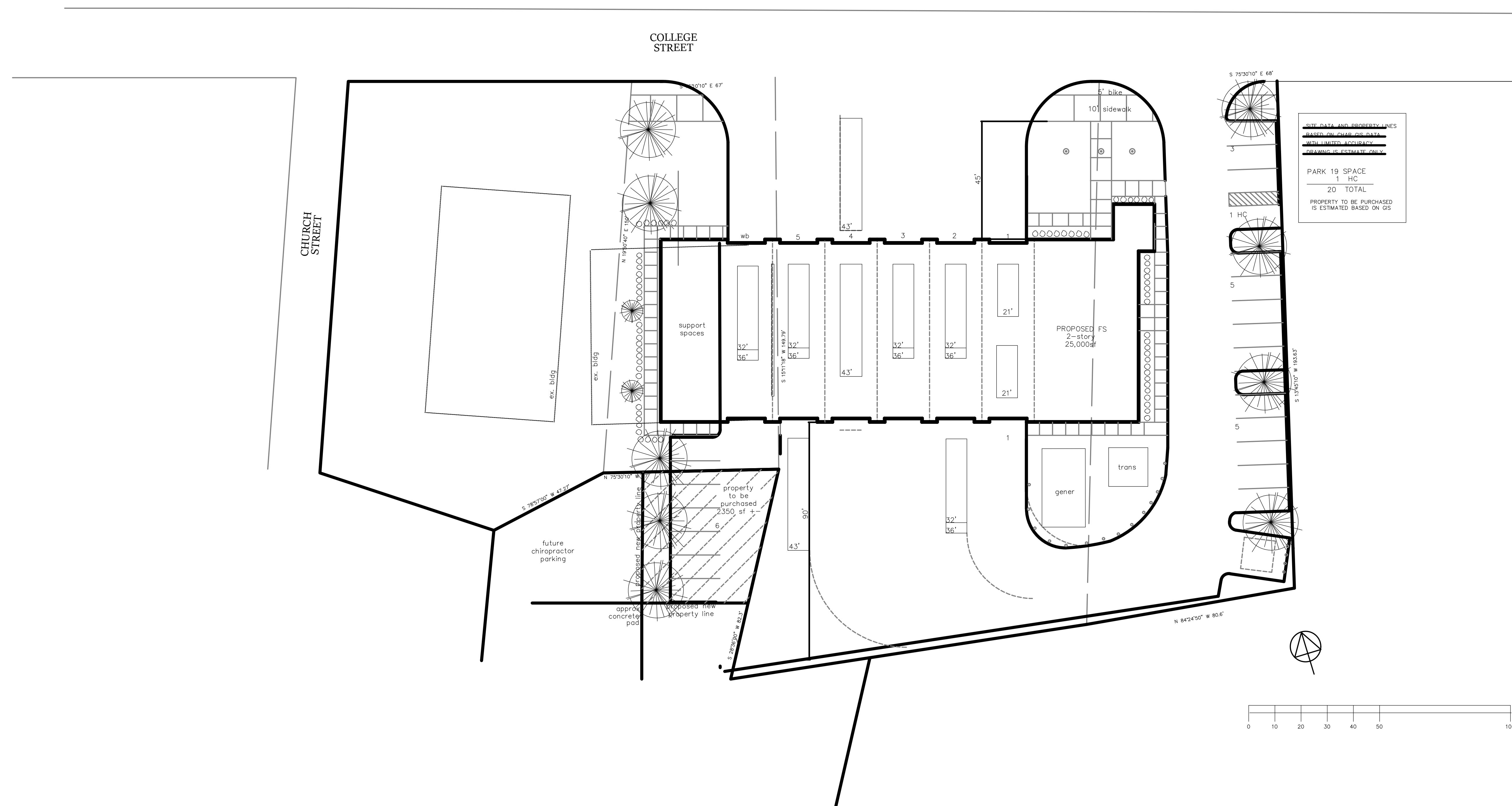
Comparison of the two sites

The proposed comparison isn't meant to provide a complete site cost estimate, but to compare the uniqueness of each site. Both sites would have similar costs associated with landscaping, concrete pavement for the aprons and parking lots, utilities and storm drainage within the site and building connections. The items listed above are more specific to each site. The total for the Church & College Street site is \$272,200 and the total for the Polk & Meadow Creek with an above ground sand filter system is \$631,000 or with the underground system it would be \$841,000.

Sincerely,

Mc² Engineering, Inc.


Jeffrey D. McCluskey, PE
President



College Street Site Feasibility Study for the
PINEVILLE FIRE DEPARTMENT
TOWN OF PINEVILLE, NC

Garner Brown Architects PA
 Revised October 26, 2021

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is made and entered into by and between TOWN OF PINEVILLE, a North Carolina municipality, and/or its successors and assigns ("Buyer"), and 119-201 COLLEGE STREET, LLC, a North Carolina limited liability company ("Seller").

For and in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Terms and Definitions:

(a) "Property" shall mean, collectively, that certain property (i) located at 201 College Street, Pineville, NC, and having Mecklenburg County parcel id number 20501415, containing approximately .655 acres, more or less, and (ii) located at 119 College Street, Pineville, NC, having by Mecklenburg County parcel id number 20501414, containing approximately .358 acres, more or less, as more particularly described on Exhibit A and depicted on Exhibit A-1, both attached hereto and made a part hereof by this reference, together with all structures, improvements and equipment located thereon and all easements, rights, benefits and appurtenances thereto, and all of Seller's right, title and interest in and to all plans and specifications related to the Property (collectively, "Plans and Contracts"), and all of Seller's right, title and interest in and to all permits, licenses, consents, approvals, development rights, warranties and guaranties related to the use, occupancy, ownership and/or operation of the Property (collectively, "Permits").

(b) "Purchase Price" shall mean Five Hundred Thirty Nine Thousand One Hundred Thirty Three and No/100 Dollars (\$539,133.00). The Purchase Price shall be payable as follows:

i) "Earnest Money" in the amount of Five Thousand and No/100 Dollars (\$5,000.00) deposited within three (3) business days after the Contract Date, in escrow with a title company identified by Buyer and reasonably acceptable to Seller ("Escrow Agent"), or such other title insurance agency of Buyer's choosing so long as Buyer notifies Seller in writing of a change of the Escrow Agent. The Earnest Money shall be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the applicable provisions of this Agreement.

(ii) Buyer shall pay the balance of the Purchase Price in cash at Closing, after deducting the Earnest Money.

(c) "Closing" shall mean the consummation of the purchase and sale of the Property and recordation of the deed. Closing shall occur on a date designated by Buyer (the "Closing Date"), which shall occur no later than December 31, 2021.

(d) "Closing Conditions" means the conditions to closing set forth in Section 6 hereof.

(e) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(f) "Examination Period" shall mean the period commencing on the Contract Date and expiring on the date which is fifteen (15) days thereafter, as may be extended pursuant to the terms herein.

(g) Seller's notice address shall be as follows:

119-201 College Street, LLC
115 College Street, Suite 101
Pineville, NC 28134
Attn: Brian Hedgepeth

With required copy to:
Bailey and Carlino, PLLC
6743 Fairview Rd. Suite A
Charlotte, NC 28210

except as same may be changed pursuant to Section 12.

(h) Buyer's notice address shall be as follows:

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

With a required copy to:

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

except as same may be changed pursuant to Section 12.

Section 2. Purchase and Sale of the Property: Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Property.

Section 3. Proration of Expenses and Payment of Costs: All items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated by the parties as of the date of Closing (excluding insurance premiums and any other expense items applicable to the Property, and taxes, which Buyer is exempt from paying pursuant to N.C. Gen. Stat. §105-278.1), including, without limitation, assessments, charges, utility expenses (only for those utility service contracts which Buyer assumes) and other income or charges, as the case may be, assessed against or derived from the Property (provided, however, Seller shall be solely

responsible for payment of any “rollback” or other deferred taxes due in connection with a change in use of the Property). Any such proration based on an estimate may, at request of either Buyer or Seller, be subsequently readjusted upon receipt of adequate evidence to establish the correctness of the amount so estimated. Seller shall pay deed stamps and other conveyance fees or taxes and for the cost of preparing the deed and other customary documents for closing. Buyer shall pay the deed and deed of trust (if applicable) recording costs and Buyer’s own due diligence costs. Buyer shall also pay all costs of the title search, preparation of a survey and the cost of Buyer’s title insurance policy. Seller and Buyer shall each pay for their own legal fees.

Section 4. Deliveries. Seller agrees to deliver to Buyer within two (2) days after the Contract Date copies of all information relating to the Property in possession of or reasonably available to Seller, including but not limited to title insurance policies, surveys, all inspection and other reports regarding the Property (structural, mechanical, engineering, environmental, soils and geotechnical), all plans regarding the Property (grading, topo, utility, landscape), all appraisals that have been prepared with respect to the Property, all zoning documentation and other permits and approvals for the Property, copies of all presently effective warranties or service contracts related to the Property, restriction and reciprocal easement agreements, conditions, covenants and restrictions related to the property, and such other information and/or documentation concerning the Property as Buyer shall reasonably request. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy or survey in such attorney’s file to Buyer and both Buyer’s and Seller’s agents and attorneys; and (2) the Property’s title insurer or its agent to release and disclose all materials in the Property’s title insurer’s (or title insurer’s agent’s) file to Buyer and both Buyer’s and Seller’s agents and attorneys.

Section 5. Title and Permitted Exceptions: Seller shall convey to Buyer (or its assignee) fee simple marketable and insurable title to the Property by special warranty deed, subject only to the Permitted Exceptions (as defined below). Seller represents and warrants to Buyer that Seller is the fee simple, record owner of the Property, and at Closing, Seller shall deliver to Buyer good, insurable and marketable fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, covenants, conditions and defects of title, other than matters of record affecting the Property as of the Contract Date that Buyer does not object to (or otherwise waives or is deemed to have waived) in accordance with Section 6(a) below and taxes not yet due and payable (“Permitted Exceptions”).

Section 6. Buyer’s Conditions: This Agreement and the obligations of Buyer under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions (collectively, the “Closing Conditions”):

(a) **Title Review and Examination.** Buyer may, at Buyer’s expense, cause a title examination and survey to be made of the Property before the end of the Examination Period. In the event that such title examination or survey shall show that Seller’s title is not good, marketable, fee simple and insurable or shall contain any other defects of title not acceptable to Buyer in Buyer’s sole discretion, then Buyer may provide written notice to Seller before the end of the Examination Period of all or any such title or survey defects, and Seller shall have five (5) business days (the “Seller Review Period”) to either: (i) deliver notice to Buyer of its intent to cure, prior to Closing, all of the defects and/or objections; or (ii) notify Buyer of its election not to cure any or all of the defects and/or objections. If Seller does not expressly notify Buyer of its election not to

cure the defects and/or objections, Seller shall conclusively be deemed to have elected option (i) above. If the Seller elects option (ii) above within the Seller Review Period, then Buyer shall have five (5) business days to either: (a) terminate this Agreement by delivering a termination notice to Seller, in which case the Earnest Money shall be returned to Buyer and neither party shall have any further rights, liabilities or obligations hereunder except for those expressly stated herein to survive termination hereof; or (b) waive the defects and/or objections that Seller does not agree to cure and close the purchase and sale subject to such disapproved matters without an adjustment to the Purchase Price. If Buyer does not terminate within such five (5) business day period, Buyer shall conclusively be deemed to have elected option (b) above. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions. Notwithstanding anything contained in this Section 6(a) or Section 5, Seller shall, at Seller's expense and in a manner acceptable to Buyer, be required to cure at or before Closing any mortgage, deed of trust, lien (except for any liens arising from Buyer's activities with respect to the Property under Section 6(d) below), judgment or other similar exception or encumbrance to title to the Property (or any portion thereof), and such matters shall not be deemed to be Permitted Exceptions.

(b) **Intended Use.** If Buyer determines, for any reason or no reason, before the end of the Examination Period, that the Property is not suitable for the Buyer's intended use, then Buyer may terminate this Agreement by written notice to Seller before the end of the Examination Period. Upon such termination the Earnest Money shall be returned to Buyer and neither party shall have any further rights, liabilities or obligations hereunder except for those expressly stated herein to survive termination hereof.

(c) **Same Condition of the Property.** Seller agrees to continue to operate and manage the Property in the same manner between the Contract Date and Closing as it is currently being managed and operated. Seller agrees not to enter into any agreements or contracts that will be binding on Buyer or the Property following the Closing Date without Buyer's prior written consent. In addition, Seller shall not cancel, modify, renew or extend any existing contract, nor waive any default under or accept any surrender of, any such contract, without in each case obtaining the prior written consent of Buyer. If, at any time after the Contract Date and until the date of Closing, the Property is not in materially the same condition as on the Contract Date, ordinary wear and tear excepted, then Buyer may terminate this Agreement, in which case the Earnest Money shall be returned to Buyer and neither party shall have any further rights, liabilities or obligations hereunder except for those expressly stated herein to survive termination hereof.

(d) **Buyer's Inspections.** Buyer and Buyer's agents or representatives shall from time-to-time, have the right to enter upon and access the Property for the purpose of inspecting, examining, and surveying the Property, to determine the suitability for Buyer's intended use, and to conduct any and all tests and investigations with respect to the Property that Purchaser may desire, including, but not limited to, availability of financing, availability of access and utilities, architectural, engineering, surveys, soil boring, geological and environmental tests and investigations (including inspections and testing beyond a typical Phase I Environmental Site Assessment, including a Phase II Environmental Site Assessment), to determine the feasibility of developing the Property. Buyer shall have the right to review and inspect all leases, contracts and other agreements affecting or related to the Property in Seller's actual possession and shall be entitled to review such records of Seller which relate to the ownership, operation and/or

maintenance of the Property. Buyer agrees to promptly repair any and all damage caused, in whole or in part, by Buyer, its owners, employees, agents or contractors, and return the Property to its condition prior to such damage, which obligation shall survive any termination of this Agreement. Further, Buyer agrees to indemnify and hold Seller harmless from any claims, damages, and costs (including attorneys' fees) filed against Seller directly as a result of any gross negligence or willful misconduct of Buyer or Buyer's owners, employees, agents, or contractors in connection with such access on the Property by Buyer pursuant to this Section 6(d). **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE THEREOF TO SELLER PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

(e) **Extension of Examination Period.** Notwithstanding anything to the contrary herein, in the event the results of a Phase I environmental assessment recommend that a Phase II environmental assessment be conducted, Buyer shall have the right to either (i) terminate this Agreement, or (ii) extend the Examination Period until the date that is ten (10) days following the date the Phase II is completed and the Buyer receives the final Phase II report for the Property; provided Buyer delivers written notice to Seller of its election within ten (10) days following the date the Phase I is completed and Buyer received the final Phase I report for the Property. In the event Buyer elects to terminate Purchase Agreement pursuant to this Section 6(e), the Earnest Money shall be returned to Buyer.

(f) **Seller's Performance Under this Agreement.** Seller has performed and observed all of the terms, conditions, covenants and obligations under this Agreement on Seller's part to be performed or observed (including, without limitation, executing and delivering to Buyer all of the Closing documents required from Seller pursuant to this Agreement and conveying to Buyer good and marketable fee simple title to the Property in accordance with Section 5 above).

(g) **Seller's Representations and Warranties.** All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects when made, and shall be true and correct in all respects on the Closing Date with the same effect as if made on and as of such date.

Section 7. Leases. Seller represents and warrants that there are no contracts, leases, or other agreements affecting the Property.

Section 8. Environmental and Hazardous Materials: Seller represents and warrants to Buyer that, excepting any matters disclosed to Buyer pursuant to Section 4 hereof, there is (and has been) no presence or disposal within, on, in, under or about the Property of any hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or

listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. 9401). Seller further represents and warrants to Buyer that Seller has no actual knowledge of any contamination of the Property from such substance as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss and Damage/Repairs: Until the Closing, the risk of loss or damage to the Property shall be borne by Seller. If, prior to Closing, either (i) any part of the Property is (or may be) taken by eminent domain or deed in lieu thereof, (ii) any condemnation proceedings are commenced or threatened, or (iii) any portion of the Property is damaged by fire or other casualty, then, in any such event, Buyer shall have the option, by written notice to Seller, to terminate this Agreement and the Earnest Money shall be returned to Buyer. If Buyer does not terminate this Agreement, then this Agreement shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at Closing all of Seller's right, title and interest in and to any condemnation awards or insurance proceeds (as applicable) that may be paid for any such taking or casualty, or, if such award or proceeds have already been paid to Seller, then the amount of such paid award or proceeds shall be deducted from the Purchase Price (i.e., Buyer shall receive at Closing a credit against the Purchase Price for the amount of such award or proceeds). Except as to maintaining the Property in materially the same condition, Seller shall have no responsibility for making any improvements to the Property.

Section 10. Default: If any of the conditions hereto are not satisfied or waived (including, without limitation, any of the Closing Conditions), or in the event of a breach of this Agreement by Seller and Seller fails to cure such breach within ten (10) days of Seller's receipt of written notice of such breach from Buyer (a "Seller Default"), and provided that Buyer is not then in default hereunder, then Buyer shall receive a return of the Earnest Money, and Seller shall pay to Buyer all out of pocket expenses actually incurred by Buyer in connection with this transaction, and Buyer may elect to either (i) terminate this Agreement by written notice to Seller or (ii) sue Seller for specific performance. Notwithstanding the foregoing, in the event Seller shall be in default of the terms of this Agreement due to Seller's failure to sell and convey the Property to Buyer in accordance with the terms of this Agreement and an action in the nature of specific performance is not an available remedy as a result of Seller's transfer of the Property to a third party other than Buyer, then Buyer shall immediately receive a refund of the Earnest Money, and Seller shall pay to Buyer, as liquidated damages, the sum of (i) the greater of: (a) the difference between the Purchase Price and any amounts received by Seller in excess of the Purchase Price, or (b) Fifty Thousand and No/100 Dollars (\$50,000.00), and (ii) all out of pocket expenses actually incurred by Buyer in connection with this transaction.

If Buyer breaches this Agreement and fails to cure such breach within ten (10) days of Buyer's receipt of written notice of such breach from Seller (with the exception of Buyer's performance at Closing, for which there is no notice requirement or cure period), and provided that Seller is not then in default hereunder, then Seller may, as its sole and exclusive remedy, terminate this Agreement and receive the Earnest Money as liquidated damages. Upon any such termination as described in this Section 10, neither Buyer nor Seller shall have any further rights, liabilities or obligations hereunder except for those expressly stated herein to survive termination hereof.

Section 11. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a general warranty deed and other documents customarily executed by a seller in similar transactions, including, without limitation, an owner's affidavit, including a "Gap Indemnity" executed by Seller and any other parties required by Buyer's title insurance company, lien waiver forms, assignment of the Plans and Contracts and the Permits (if requested by Buyer), a certificate reaffirming and restating all of Seller's representations and warranties in this Agreement, and a non-foreign affidavit, all in form and substance acceptable to Buyer and Buyer's title insurance company; and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. The Closing shall be held using the Buyer's attorney as intermediary for an "escrow closing", or alternatively, by escrow or such other place as may be agreed to by the parties. Possession shall be delivered to Buyer by Seller at Closing free and clear of all third party possession rights except as may be provided in the Permitted Exceptions.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited (i) in the United States mail, registered or certified, return receipt requested or (ii) with a national overnight delivery company, to the addresses set out in Section 1(f) as to Seller and in Section 1(g) as to Buyer, or sent by electronic mail to an email address set forth therein with a confirmation of delivery or at such other addresses as specified by written notice delivered in accordance herewith. Any notice or other communication given by a party may be executed and sent by such party's legal counsel. Either party may change their notice address or electronic mail address by providing written notice to the other party of such change.

Section 13. Seller's Representations and Warranties: Seller represents and warrants to Buyer that as of the Contract Date and on the Closing Date (a) there are no condemnation(s) pending, or, to Seller's knowledge, contemplated or threatened with respect to the Property; (b) there are no actions, suits or proceedings pending or, to Seller's knowledge, threatened against the Property or Seller; (c) there are no governmental or private assessments, either pending or confirmed, affecting the Property; (d) performance of this Agreement by Seller will not result in a breach of, or constitute a default under, any agreement or instrument to which Seller is a party or by which Seller or the Property is bound or result in the imposition of any lien or encumbrance upon the Property and the person executing this Agreement for the Seller is duly authorized to do so; (e) there are no right of first refusal, option to purchase or other similar grant of purchase/occupancy agreements (whether written or oral) between Seller any third party with respect to the Property; (f) Seller has taken all requisite action and has obtained all requisite consents, releases and permissions in connection with entering into this Agreement; (g) this Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, duly authorized, executed and delivered by Seller; (h) this Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms; (i) Seller is the owner in fee simple of the Property; (j) the Property is not in violation of applicable environmental laws; the Property does not now contain any underground storage tanks, landfills, or other hazardous waste; the Property is not listed on any state or federal environmental remediation priority list; and no claim, action, suit or proceeding is pending or threatened against Seller or any third party relating to hazardous waste

on or about the Property, the violation of any environmental law, or the presence of any tank, underground or otherwise. Seller shall indemnify, defend and hold harmless Buyer and Buyer's affiliates, agents, employees, officers, members, managers and representatives from and against all losses, costs, expenses (including, without limitation, attorney's fees and court costs), claims, damages and liabilities in connection with (or arising out of) any of the foregoing representations or warranties or other representations or warranties contained in this Agreement being materially false or incorrect.

Section 14. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto and restated at the Closing shall survive the termination of this Agreement and/or Closing and delivery of the deed. Seller shall, at or within three (3) months after Closing, and without further consideration, promptly execute, acknowledge and deliver to Buyer such other documents and instruments as Buyer may reasonably request and otherwise take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property in accordance with this Agreement.

Section 15. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

Section 16. Headings: The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof.

Section 17. Severability: The provisions of this Agreement are intended to be independent. If any provision hereof should be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, then such illegality or invalidity shall not affect the remainder of this Agreement.

Section 18. Counterparts; Facsimiles: This Agreement may be executed in multiple counterparts which, when assembled, shall constitute one original. A counterpart executed by facsimile transmission or scan and email shall be deemed an original.

Section 19. Business Days: If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday (or in the event that, on the Closing Date, the applicable Register of Deeds Office is closed), then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

Section 20. Time of the Essence: Time is of the essence as to all provisions of this Agreement.

Section 21. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors and assigns.

Section 22. Entire Agreement: This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Seller and Buyer.

Section 23. 1031 Exchange: Either party may consummate the purchase or sale of the Property as part of a so-called like kind exchange ("Exchange") pursuant to 1031 of the Internal Revenue Code of 1986, as amended ("Code"), and the other party shall diligently and promptly cooperate

with the party performing the Exchange, including, without limitation, promptly executing and delivering to the other party any commercially reasonable Exchange documents.

Section 24. Assignment. This Agreement is freely assignable by the Buyer or Seller. Buyer expressly consents to Seller assigning this Agreement to a Qualified Intermediary for purposes of doing a 1031 Exchange.

Section 25. Binding Agreement: This Agreement shall become a contract when a signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section.

Section 26. Broker: Buyer and Seller warrant and represent to each other that they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and that the compensation of the Brokers is established by and governed by separate agreements entered into as amongst the Broker, the Buyer and/or the Seller. Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by and through or under the indemnifying party for fees or commissions arising out of the sale of the Property to the Buyer.

Section 27. Legal Fees. In the event legal action is instituted by either party to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party reasonable attorney's fees and expenses incurred.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last to execute below:

BUYER:

SELLER:

TOWN OF PINEVILLE,
a North Carolina municipality

119-201 COLLEGE STREET, LLC,
a North Carolina limited liability company

By: _____
John Edwards, Mayor

By: Brian Hedgepeth, member/manager
Brian Hedgepeth, Member/Manager

Date: _____, 2021

Date: October 15, 2021

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

ESCROW AGENT

By: _____
Name: _____
Title: _____

EXHIBIT A

Property Description

119 College St.:

BEING that certain parcel of land described on physical survey of Reece F. McRorie dated April 4, 1972, entitled, "Fredrick W. Fisher and wife, Evalyn L. Fisher" and being more particularly described as follows:

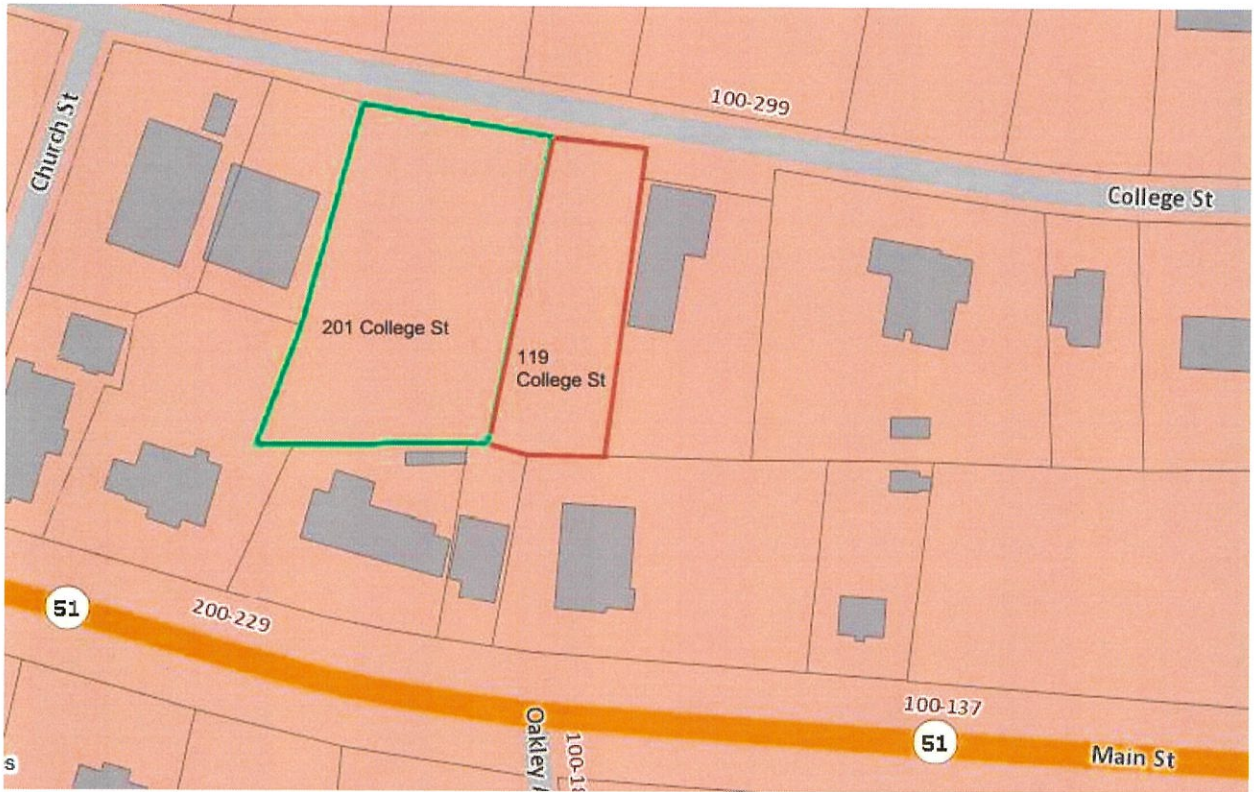
BEGINNING at a point located on the southerly side of College Street in Pineville, North Carolina, the northwesterly corner of that certain parcel conveyed to Bailes by deed recorded in Book 946 at Page 155 of the Mecklenburg Public Registry; thence, with the line of said Bailes property (formerly) S 13-45-10 W 193.63 feet to a point; thence N 84-24-50 W 80.60 feet to a point; thence N 17-01-50 E, with the line of the property described in Deed Book 2724 at page 424 of the Mecklenburg Public Registry, 206.30 feet to a point located in the southerly margin of College Street; thence with said margin S 75-30-10 E 66 feet to the point and place of BEGINNING.

201 College St.:

BEGINNING at a point at or near the southern margin of the right-of-way of College Street, said point being the northeastern corner of the property conveyed to the Town of Pineville by deed recorded in Book 8091, Page 526 in the Mecklenburg County Registry and running thence with and along the eastern boundary of the aforesaid Town of Pineville (now or formerly) property a course and distance of S 19° 50' 40" W 150.00 feet per the above-referenced deed recorded in Book 8091, Page 526 (a currently surveyed course and distance of S 15° 11' 18" W 149.79 feet) to a 1.50" pipe bent marking a common corner of the aforesaid Town of Pineville (now or formerly) property and the property conveyed to Pineville Health Center, LLC by deed recorded in Book 10742, Page 594 in the Mecklenburg County Registry; thence with and along the eastern boundary of the aforesaid Pineville Health Center, LLC (now or formerly) property a course and distance of S 28° 36' W 82.30 feet per the above-referenced deed recorded in Book 10742, Page 594 (a currently surveyed course and distance of S 20° 43' 34" W 82.30 feet) to a point identified in the above-referenced deed recorded in Book 10742, Page 594 as being a common corner with the James W. Thrower, Jr. (now or formerly) property (Book 3816, Page 419 in the Mecklenburg County Registry); thence a currently surveyed course and distance of S 89° 47' 30" E 24.61 feet to a #4 rebar set; thence a currently surveyed course and distance of N 14° 11' 00" E 226.52 feet to a point in the southern margin of the right-of-way of College Street; thence a currently surveyed course and distance of N 80° 20' 04" W 11.92 feet to the point or place of BEGINNING.

EXHIBIT A-1

Map of Property



Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 11/19/2021
Re: Fire Department Vehicle Rehabilitation or Replacement

Update:

Truck 12 was able to be repaired for \$800. Chief Gerin would like for Council to consider authorizing the purchase of a new vehicle to replace Truck 13. If authorized the new truck could not be purchased until March or May of 2022 due to the national shortage of vehicles. A tray is not included in the attached quote.

Overview:

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

Repair Current Vehicle

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

Replace Current Vehicle

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

Attachments:

Quote for New Vehicle and Accessories

QUOTATION
275000186

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

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

Contact:
Contact #:

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

Date: 08/23/2021		Customer #: 107515		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	VI-FR	VEHICLE INS/REM LABOR ONLY	EA	1,800.00	1,800.00	
1	HDWKIT	Hardware Kit	EA	75.00	75.00	
1	ETSA482CSP	nERGY® 400 Series Multi-Function Siren w / Button Control, 10-16v - for two 100 w att speakers	EA	396.00	396.00	
2	ETSS100N	100N Series Composite Speaker w/ Universal Bail Bracket - 100 watt	EA	150.00	300.00	
1	ETSKLF200	LF Aftershock Siren System, includes: (2) 100 Watt Speakers, 200 Watt Amplifier & Universal Brackets	EA	520.00	520.00	
8	EMPS2QMS4D	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing	EA	196.00	1,568.00	
4	EMPS2STS4D	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing,	EA	196.00	784.00	
4	PMP2BKDGAJ	90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black	EA	12.00	48.00	
1	425-6445	CONSOLE STANDARD WIDE BODY Face plates 425-6403 425-6295 425-6053 - x2	EA	550.00	550.00	
1	425-6659	Silverado "T1" 1500 19+ / Silverado 2500 20+ (28" FLP - Front/Rear Legs)	EA	212.58	212.58	
1	425-6652	12V OUTLET 3" FP	EA	54.54	54.54	
1	425-3704	ABS Dual Cup Holder Faceplate Mount (4")	EA	57.88	57.88	
1	425-6260	Armrest - Upper Structure (7.75" x 8" x 8")	EA	70.12	70.12	

QUOTATION
275000186

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

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

Contact:
Contact #:

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

Date: 08/23/2021	Customer #: 107515	Terms: NET 30 DAYS
------------------	--------------------	--------------------

Qty	Item	Description	U/M	Unit Price	Extended
)			
1	67035	SPDT 12V 85A INSULATED CONTIN	EA	70.00	70.00
1	25578	FUSE PANEL, ATC 10 POSITION / 1	EA	36.39	36.39
1	76615	DEL CITY 100 AMP MANUAL RESET (SWITCHABL HI-AMP CIRCUIT BREAKER, 1/4" STUDS (1MIN	EA	65.00	65.00
1	EMPLB00LZD-OFH	55" mpower lightbar 21+ Silverado R/W/A	EA	2,410.00	2,410.00

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
 Customer Rep: Ron Nichols
 Phone #:
 Email: ronnichols@callmc.com

Subtotal : \$9,017.51
 Tax : \$653.77
 Total Quote : \$9,671.28



MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS

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

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

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

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

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

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

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



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

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

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within 30 days after date of invoice.
- B. Over \$50,000.00 require the below Milestone payments:
 - 40% down at order entry
 - 50% at shipment
 - 10% within 30 days of invoice or completion of installation, if applicable.

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

NON-STANDARD PAYMENT TERMS: Subject to convenience fees.

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

LATE FEES:

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

All quotations reflect U.S. Dollars.

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

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

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

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

PATENT, COPYRIGHT AND TRADEMARKS:

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



associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

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

C. LOGOS AND TRADEMARKS:

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

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

LIMITATIONS:

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

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



Modern Chevrolet

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

Item 4.

Modern Chevrolet

Dealership Information

Quote Prepared for:

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

Prepared By:

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

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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



Modern Chevrolet

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

Item 4.

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

Quote Worksheet

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

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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



Modern Chevrolet

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

Item 4.

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

Selected Model and Options

MODEL

CODE	MODEL
CK18543	2022 Chevrolet Silverado 1500 LTD 4WD Crew Cab 147" Work Truck

COLORS

CODE	DESCRIPTION
G7C	Red Hot

OPTIONS

(† Denotes a Custom Equipment Option)

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

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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



Modern Chevrolet

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

Item 4.

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

OPTIONS

(† Denotes a Custom Equipment Option)

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

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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



Modern Chevrolet

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

Item 4.

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

OPTIONS

(† Denotes a Custom Equipment Option)

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

Options Total

Standard Equipment

Mechanical

Durabed, pickup bed

Engine, 2.7L Turbo (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm) Includes (KW5) 220-amp alternator. (STD) (Not available with (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine or (L84) 5.3L EcoTec3 V8 engine.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo engine.)

Automatic Stop/Start (Not available with (L82) 5.3L EcoTec3 V8 engine.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Frame, fully-boxed, hydroformed front section

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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



Modern Chevrolet

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

Item 4.

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

Exterior

- Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black (semi-gloss)
- Bumpers, rear, Black (semi-gloss)
- CornerStep, rear bumper
- Recovery hooks, front, frame-mounted, Black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Grille (Black bars and mesh inserts.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Taillamps, with incandescent tail, stop and reverse lights
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, locking utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered.)
- Tailgate, gate function manual, no EZ Lift

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Bluetooth for phone, connectivity to vehicle infotainment system

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage (STD)
- Seat trim, Vinyl

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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



Modern Chevrolet

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

Item 4.

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

Interior

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

Safety-Mechanical

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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



Modern Chevrolet

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

Item 4.

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

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 11/19/2021
Re: Lynnwood and Lakeview Improvements

Overview:

At the October Town Council Meeting Town Council agreed to proceed with the concept design for street and drainage improvements on Lynnwood and Lakeview. The new project removes street widening, street relocation, some drainage improvements, and sidewalks that could not be constructed in the current town right-of-way or on properties that did not give the town permission to due improvements on their property without monetary compensation. Town Council instructed staff to get an estimated costs for the project with the revised scope.

The estimated costs for the improvements are approximately \$1.8 million. The Town currently has \$2.4 million budgeted for the project based on the previous scope and conceptual designs. You will also notice that there is a large contingency in the estimated costs that the town hopes will decrease as bids come in.

Attachments:

Concept Design
Concept Estimated Costs

ENGINEER'S PRELIMINARY ESTIMATE - Street and Drainage Improvements
Lynnwood Lane/ Lakeview Drive - FDR and Major Drainage Issue Concept, Pineville, NC

Estimator **RW**
 Date: **11/3/2021**



Road Length (ft) 4200
 Road Width (ft) 19 Approximate width
 Shoulder Width (ft) 0
 Curb & Gutter Length (lf) 800
 Parking Planting Area (sf) 0
 Driveways (ea) 8
 5' Wide Concrete Sidewalk, one side of street Length (ft) 0

Item No.	Item Description	Unit	Unit Price	Lynwood Lane (new asphalt and base)		NOTES
				Quantity	Amount	
1	Mobilization & Grading (20% of total costs)	LS		1	\$235,000	
Storm Drainage						
2	15"-18" R.C. Pipe, Class III	LF	\$120	500	\$60,000	
3	24"-30" R.C. Pipe, Class III	LF	\$155	90	\$13,950	
4	36"-42" R.C. Pipe, Class III	LF	\$185	540	\$99,900	
5	Brick Masonry Endwalls	CY	\$600	5	\$3,000	
6	Masonry Drainage Structures	EA	\$4,000	20	\$80,000	
7	Frame, Grate and Hood or Rim and Grates for Masonry Drainage Structures	EA	\$400	20	\$8,000	
8	Channel Excavation (includes Matting for Erosion Control)	LF	\$50	200	\$10,000	
Roadway Asphalt - New Stone Base and Pavement						
9	Undercut for unsuitable subbase (assume 15%)	TN	\$35	850	\$29,750	
10	Incidental Stone Base (5% of total area for construction activities)	TN	\$40	300	\$12,000	
11	Asphalt Concrete Surface Course, Type S9.5C (3")	TN	\$80	2100	\$168,000	
12	Full Depth Reclamation	SY	\$40	8870	\$354,800	
13	Asphalt Binder for Plant Mix	TN	\$650	120	\$78,000	
14	Borrow	CY	\$40	900	\$36,000	
15	Compacted Aggregate Base Course (8") - Road	TN	\$35	1180	\$41,300	
16	Compacted Aggregate Base Course (6") - Under curb	TN	\$35	120	\$4,200	
Curb & Gutter, Sidewalk, Driveways, & Retaining Walls						
17	2'-0" Concrete Valley Curb	LF	\$30	0	\$0	
18	2'-6" Concrete Curb & Gutter	LF	\$30	880	\$26,400	
19	4" Concrete Sidewalk	CY	\$335	0	\$0	
20	6" Concrete Driveway aprons	SY	\$65	500	\$32,500	
21	6" Concrete Driveway for tie to ex. Driveways	SY	\$65	200	\$13,000	
22	Asphalt Driveway Replacement	SY	\$100	100	\$10,000	
23	Gravel Driveway Replacement	TON	\$60	200	\$12,000	
24	Concrete Wheelchair Ramps (assume 10 SY per ramp) - Road	SY	\$50	0	\$0	
Landscaping, Lighting, and Pavement Markings						
25	Seeding & Mulching	AC	\$2,000	2	\$3,000	
Other Items						
26	Traffic Control (2.0% of costs)	LS		1	\$22,000	
27	Erosion Control (3% of costs)	LS		1	\$33,000	
28	Utility Relocation (2% of costs)	LS		1	\$22,000	
2021 Construction Cost Sub-Total **					\$1,407,800	** Updated Plan quantities and current construction unit costs Based on Labella concept plan dated 9/14/21
20% Contingency					\$281,600	
PROFESSIONAL SERVICES: Re-Design, Permitting, Bidding, Construction Administration and Inspections (3/4 full time) (10% of construction & cont.)					\$168,940	
2021 Total Engineer's Estimate					\$1,858,340	

CHARLES SOUSSOU

Engineering Professional/Sales Manager

3009 Kennys St, Pineville, NC, 28134
 Telephone: (607) 202-2626, E-mail: Charles.Soussou@gmail.com

Profile :

- Design and quality control knowledge in both aerospace and automotive manufacturing and design
- Pre- and post-sales experience with commercial & Industrial products
- Management skills such as marketing, team building, developing sales leads, and the ability to nurture relationships with clients, cross-functional/ internal teams and external clients/vendors

Professional Experience:

MAYA Heat Transfer Technologies, Montreal, QC

District Sales Manager , Quebec Canada

Apr 2016-

- Managed and developed key accounts in East Coast USA
- Managed, organized trainings and custom software solutions

Cavotec, Montreal, QC

District Sales Manager , Quebec Canada

Jan 2012 – Apr 2016

- Managed and developed all customers in Quebec and all Canadian airports and aviation-related businesses
- Provided designs and custom solutions to customers
- Delivered on-site support and consultant for product installation
- Initiated, organized and managed seminars and trade show events, including being a team leader for all shows in Quebec and in airports

Creaform3D, Montreal, QC

Regional Manager, Western USA

July 2010-Sep.2011

- Manage resellers and customers in Alaska, Arizona, California, Hawaii, Idaho, Nevada, Oregon and Washington
- Provide turnkey solutions to customers
- Trade show team leader for all shows in my region
- Initiated, organized and managed trade show events

Application Specialist

Nov. 2009-July 2010

- Served as interim Regional Sales Manager during U.S.A. tours
- Conducted product benchmarks and demonstrations in Canada and U.S.A
- Managed relationship with all US Military customers
- Provided training to various clients on hardware and software functionality
- Acquired extensive technical knowledge of the company's products, including: HandyScan3D, HandyProbe and Body Digitizer
- Acquired software proficiency in Geomagic Studio & Qualify, Rapidform XOR, Delcam Powerinspect, Polyworks Inspector
- Represented Creaform at trade shows

Bombardier Aerospace, Montreal, QC

Risk Management in Product Development Transformation
(CIADI Contract/Co-op)

May 2008–Sept 2008

- Conducted research in risk management methodology
- Developed a questionnaire related to risk maturity
- Benchmarked external aerospace companies and suppliers
- Built a risk methodology tool involving all stakeholders
- Devised a risk management process and contributed towards the buy-in process for new programs
- Developed training material for the facilitators of the risk information workshops

Goodrich Engine Control Systems, Montreal, QC

Quality and Engineering (Co-op Work Term)

Jan. 2008 – May 2008

- Developed solutions in the design and construction of a new test rig
- Inspected quality issues in manufactured parts and devised measures to ensure quality standards
- Conducted an evaluation of suppliers' quality standards
- Put into practice a monitoring process to track the quality of supplier deliveries
- Implemented 5S and took part in Kaizen events
- Participated in conducting an incident investigation by Transport Canada

Education:

Bachelor of Engineering,

2005 -2009

Option: Mechanical Engineering, Design and Manufacturing
CONCORDIA UNIVERSITY, Montreal, QC

DEC Natural Science,

2003 - 2005

JOHN ABBOTT COLLEGE, St-Anne de Bellevue, QC

Skills:

Platforms: Windows 9.X, 2000, NT, ME, XP, Vista, Windows 7, Mac OSX, DOS

Applications: Siemens Simcenter 3D, STAR-CCM+, NX, Femap, Amesim, CATIA V5, Rapidform XOR/XOV, Geomagic Studio/Qualify, Polyworks Inspector, Solidworks, Delcam Powerinspect, AutoCAD, , Visual Basic, C++.

Computer Proficiency Skills: Windows applications and Microsoft Office including:

Word, Excel, Power Point, Access, Visio, Lotus Notes, Project, Outlook

Languages:

English and French

Professional Affiliations:

Member, Institute for Co-operative Education

Member, Concordia Institute for Aerospace Design and Innovation

Academic Project:

Mechanical Engineering Capstone - Two Passenger Cross Country Cyclor

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 11/19/2021

Re: **Consideration of Memorials for Residents who have passed**

Overview:

The Town has been asked by several residents within the last several months about allowing them to plant a tree or put a plaque on a bench for a family member who has passed away. Currently the Town does not have a policy on this.

Currently Mecklenburg County is trying to get away from memorial plaques on wooden benches or trees due to the cost of maintaining them in the future. They are trying to strictly go towards engraved bricks or plaques on metal benches if the family purchases the metal bench (county has to have a place they are putting a bench).

If Council wishes to do this, I would recommend a policy be written so staff has something to go by. I would also recommend Council only allow bricks or metal benches due to the limited costs to the Town in the future. If trees or wooden benches are allowed the Town would be left with maintenance costs or replacing trees if they die.

December

2021

HAPPY HOLIDAYS



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 6:30 pm Council Meeting @ The Hut	15	16	17	18
19	20	21	22 Employees Christmas Party	23 CHRISTMAS HOLIDAY	24 CHRISTMAS HOLIDAY	25
26 CHRISTMAS HOLIDAY	27	28	29	30	31	

View and edit this document in Word on your computer, tablet, or phone. You can edit text; easily insert content such as pictures, shapes, and tables; and seamlessly save the document to the cloud from Word on your Windows, Mac, Android, or iOS device.