



AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. Approval of July 13th Town Council Meeting and July 26th Work Session Minutes

CONSENT AGENDA

2. Pineville Refunds Report (*Richard Dixon*)
3. Proclamation - A proclamation recognizing Constitution Week

PUBLIC COMMENT

PUBLIC HEARING

OLD BUSINESS

4. Animal Control Agreement with Mecklenburg County (*Ryan Spitzer*)

NEW BUSINESS

5. Appointment of Mecklenburg County Tax Collector (*Richard Dixon*) - **ACTION ITEM**
6. Applications for Board Appointment (*Ryan Spitzer*) - **ACTION ITEM**
7. Polk Substation Labor Bid Award (*Ryan Spitzer*)

STAFF UPDATE

8. Monthly Staff Reports

CLOSED SESSION

9. per NCGS 143.318.11 (5) - real estate
10. per NCGS 143.318.11 (3) - legal counsel

ADJOURN

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

Topic: August 10 Town Council Meeting

Time: Aug 10, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87939403983?pwd=ZFY2ZUdCcJUU1NPVVJGa3VEanRkZz09>

Meeting ID: 879 3940 3983

Passcode: 158250

One tap mobile

+13017158592,,87939403983#,,,,*158250# US (Washington DC)

+13126266799,,87939403983#,,,,*158250# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

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+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 879 3940 3983

Passcode: 158250

Find your local number: <https://us02web.zoom.us/j/kcOSYb83So>

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



TOWN COUNCIL REGULAR MEETING
PINEVILLE HUT MEETING FACILITY
TUESDAY, JULY 13, 2021 AT 6:30 PM

MINUTES

CALL TO ORDER

Mayor Jack Edwards called the meeting to order @ 6:32 p.m.

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

Pledge Allegiance to the Flag (ASW)

Council Member Amelia Stinson-Wesley led everyone in the Pledge of Allegiance.

Moment of Silence

Mayor Jack Edwards requested we remember our first responders, police, fire, military and other front-line workers.

ADOPTION OF AGENDA

The Agenda was adopted with the exception of correcting item #4 for the Budget Amendment. Item #4 was the Finance Report and not a Budget Amendment. When the packet was put together the \$50,000 Budget Amendment was placed at #6 and the old one was not deleted. The corrected amount should be \$50,000. Council Member Les Gladden moved to adopt the Agenda and Joe Maxim seconded. Motion passed 4-0.

APPROVAL OF MINUTES

The Minutes of the Work Session were approved with one correction pertaining to who moved and who seconded the closing of the closed session. Council Member Melissa Davis requested that her comments about having fountains at the New Town Hall also be included in the Work Session Minutes. She also noted that Kira Stinson-Wesley's name be corrected to Kyra Stinson-Wesley. Council Member Melissa Davis moved to approve the Minutes with the corrections noted above with Council Member Joe Maxim providing the second. Motion approved 4-0.

CONSENT AGENDA

Council Member Joe Maxim moved to approve the Consent Agenda with a second by Council Member Amelia Stinson-Wesley. Motion passed 4-0.

PUBLIC COMMENT

Jane Shutt with Pineville Neighbors Place discussed several events within her organization. They are working with NC Med Assist and Atrium Health and held a successful drive-thru over the counter medicine giveaway at Pineville UMC on July 1. They distributed 200 bags that day and PNP received the remaining 75 bags for distribution to the community.

Atrium Health and PNP sponsored a successful vaccine clinic on June 24. PNP has also received a \$5,000 grant from Duke Endowment to promote Covid vaccination to the Pineville community. PNP is now collecting new backpacks and school supplies for the students at Sterling Elementary. The 5th Annual Pineville Potato Drop will be Saturday, September 25. Location TBD.

They've have had an increase in requests for financial assistance recently, including Yvette who has had 3 heart attacks since March and cannot work. PNP was able to pay her rent and electric bills. Also, Mike who works in Pineville and earns \$88/day but is paying \$70/night for a hotel room. PNP was able to provide him with a week at the Suburban Extended Stay motel so he could save his money and switch to the cheaper weekly rate. The PNP food pantry is now open for people to shop. Previously they had offered pre-packed food boxes delivered curb-side.

Jewish Family Services has received a United Way grant to provide mental health services to the Pineville community. They are currently serving clients online but will begin seeing clients in person at PNP in September.

NEW BUSINESS

Budget Amendment - Richard Dixon discussed the budget amendment briefly. Council member Les Gladden moved to accept the amendment and Council Member Amelia Stinson-Wesley seconded. Motion approved 4-0.

Encroachment Agreement for Sidewalk Dining. Town Manager Ryan Spitzer discussed the agreement. Since 2003, the Town has had outdoor dining. The encroachment agreement is a formality and is simply an approval of the Agreement. Council Member Melissa Davis asked where tables would be placed in businesses such as, Unwind, where dining is outside and on the corner of Main Street and Dover Street. Mr. Spitzer outlined the possibility of placing concrete planters between the patio and the street, or removing the outdoor patio. Council Member Les Gladden is concerned about the concrete planters moving. Council Member Melissa Davis would like whatever goes there to be aesthetically pleasing to the Town. Council member Joe Maxim moved to approve the Encroachment Agreement with a second by Council Member Melissa Davis. Motion passed 4-0.

Interlocal Agreement pertaining to Animal Control. The Town of Pineville contracts with CMPD Animal Care and Control on an annual basis for animal control services. The contract is for four (4) years and is renewed in one (1) year increments. If at any time at an annual renewal the Town wants to contract with someone else or provide the services, we have the ability with a thirty (30) day written notice. The costs for services are reviewed annually by CMPD and provided to the Town within ninety (90) of renewal for review. The current rate is \$208 per call and will increase to \$240 with the signing of this contract. In FY 19-20 the Town spent \$11,187. In FY 20-21 the Town spent \$9,229 which equated to 42 calls for service and 21 calls for impound and boarding. Code Enforcement checks the bill every month to make sure addresses the Town is billed for are within Town limits and Pineville Police respond to calls to try to keep the costs minimal. This has been "tabled" until the next work session per Mayor Edwards.

Early Voting Location. Town Manager Spitzer shared that Katie Elliott came to him and looked at two possible locations for voting sites within Pineville. There won't be any early voting sites in Charlotte and they are requesting that one be placed in Pineville at one of two possible locations: (1) Pineville Communications Systems building and (2)The Belle. Ms. Elliott preferred the Belle. Council Member Les Gladden was concerned about the weekends and the hours of the voting. Council Member Melissa Davis expressed her concern about displacing seniors, whose main social time is when events are held at the Belle. She suggested further looking into the PCS building instead of the Belle to be least disruptive. Town Manager Spitzer and Mayor Edwards noted that there will not be volumes of people at either location. Council Member Les Gladden moved to select the PCS location as the early voting site with a second by Council Member Melissa Davis. Motion passed 4-0 to have the early voting site at the Pineville Communications Systems building.

Council Member Amelia Stinson-Wesley reminded everyone to visit the Greenway. It is an amenity to the Town. A second one will be opening in south Pineville. Please take a look at the Parks and Rec posting on the Town website.

Town Manager reminded everyone that on Friday, July 16th, the outer lane on Main Street will be closed from 9am to 4pm.

The emergency sirens will be tested on Wednesday, July 14th from 11am to 1pm.

Town Manager Ryan Spitzer commended Lisa Snyder and Sissy Eaton for their work with the trash issue the week of July 5th. He said that they did a good job handling the issues that came up. He also reported that he, Lisa, Council Members Joe Maxim and Melissa Davis met with the new Waste Pro manager, Ted Goode, regarding the trash issue that came up this week. We are hopeful of better services from now on.

Mr. Spitzer provided an estimate of what a basketball court would cost for Pineville. The price is \$33,000. Council just needs to decide if they want to move forward with installing a court.

Mr. Spitzer announced that we have a new Parks and Rec Manager, Matthew Janukowski. He will be attending our next Council Meeting.

Mayor Edwards announced that the meeting has closed at 7:05 pm and called for a ten-minute break. Closed session to begin after a break.

CLOSED SESSION PER NCGS 143.318.11 (5)

ADJOURN

Council Member Joe Maxim moved to close the July 13th Council Meeting with a second made by Council Member Melissa Davis. Council Member Maxim moved and Council Member Davis seconded to close the Closed Session. Closed session closed at 8:45 pm.

Mayor Jack Edwards

ATTEST: _____
Lisa Snyder, Town Clerk



**TOWN COUNCIL WORK SESSION MINUTES
MONDAY, JULY 26, 2021 AT 6:00 PM
THE HUT MEETING FACILITY**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, July 26, 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

Planning & Zoning Director: Travis Morgan

CALL TO ORDER

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

DISCUSSION ITEMS:

The Old State League Presentation (*Ryan Spitzer*) Town Manager Ryan Spitzer stated that we do have the field space for the Old North State League but it would cost more to add staffing for it. (*The meeting was briefly interrupted by a power outage*).

The League gets a lot of their players from this area. There will be 15 games, 5 single headers and 5 double headers.

Alec, with Old State League, said they've always been interested in Pineville. They try to get local players in the area and usually Fort Mill is the ideal location. Lexington is the closest team. They like to be part of a smaller community. It was always his dream and he would like to have one of the franchises be in Pineville.

Council Member Les Gladden asked Alec to explain a wood bat league. Alec explained that it is used by special baseball organizations in college. In college, everyone swings a metal bat; that is the main difference. A lot of players don't want to go ff to California and Florida.

Mayor Pro Tem Melissa Davis asked what would be good for Pineville if they played the 15 games? Alec said it is family-oriented and 30+ players will come live here, eat here, and will spend money at gas stations. One location had an increase in sales of \$20,000. The whole team was there. He recommended that Council call other managers to see what their thoughts are of the team. It is good for kids in the community to see players in the game.

Council Member Joe Maxim asked Alec is he is wanting just the use of the fields, or a donation from Pineville? Alec said he is not asking for a contribution; he just wants to have players here.

Council Member Joe Maxim then asked Town Manager Ryan Spitzer what impact this would have on our budget? Town Manager Ryan Spitzer said it would have no change or effect on our field rentals as we can move them around. We have flexibility in our schedule of other events. We wouldn't lose any revenue. We would need 1 to 2 maintenance people to prepare the fields and stay until 9 p.m. at night. It could be cost neutral, we would just need to run the numbers, or it could make us a little bit of money. It could bring around 200 people to the area.

Mayor Pro Tem Melissa Davis asked if there will be admission for residents to get in? Alec said yes there is admission. Mayor Pro Tem Melissa Davis was not opposed.

Alec stated they would use the field from 4 p.m. to about 10 p.m. on their days; for a double header it would be from 1 p.m. to 10 p.m. Town Manger Ryan Spitzer said Parks and Recreation can work split shifts and work half day and then come back and work the other half day.

Council Member Les Gladden asked how they are funded? Alex said there is a fee to play in the league and that usually covers it. There are also admission fees.

Town Manager Ryan Spitzer advised he will work with Alec on a contract and bring that to a future meeting. Alec is very flexible in scheduling. Mayor Jack Edwards thanked Alec for his presentation.

Miller Farm Development Planning and Zoning Director, Travis Morgan, went over several slides and diagrams. To go over rezoning, for the Miller property, the total parcel size is 135 acres but the rezoning is for 113.30 acres as shown and is located off Highway 51 near the South Carolina border. The proposal shows but allows for 350 units. There are 138 proposed townhomes and proposed 205 single family homes.

Director Morgan shared the diagram of the units/lots and their sizes, plus garages. He shared the single-family home products as well.

Stop lights were recommended by the NCDOT from a previous traffic study. The current proposal shows no stop lights. Traffic is a concern. Director Morgan discussed the staff-identified comments. (1-28 items) that need clarification on.

Council Member Joe Maxim asked if there will be an HOA? They answered yes. They will be for sale per the developer. There would be a cap on rentals.

Council Member Joe Maxim discussed the McCullough rentals and regulations. Investors often would like a discount on multiples. Mayor Pro Tem Davis advised she is against rentals. There is a concern that an investor could come in and decide to rent them all. They don't want to hurt the sale of future homes.

Mayor Pro Tem Davis asked what is the status for Pennies for Progress project? The developer said the plan was reviewed by NCDOT, SCDOT, and explained the study on turn lanes at all three entrances. The warrant was not met for a traffic light; however, they do warrant a stop sign. NCDOT said if they want to keep the round-about, it should be set in further. The developer further said he couldn't speak specifically on that tonight but can get back to us. He will follow up on that schedule.

Council Member Joe Maxim said it's in the final phase, but hasn't been sent out yet. It's about 3 months until they send it out per the developer. He has a strong discomfort level using 2020 data as a starting point. Multiple green spaces and front porches are what people are looking for. The developer said the site sets the home further back and has more buffer than McCullough, though they have similarities, with different townhome products.

Mayor Pro Tem Davis mentioned that a young couple told her they are tired of townhomes going up – agreed by Council member Maxim. She said it feels more congested with the percentage of townhomes and the density. The developer said other amenities can be added, such as a dog park. He further stated that this plan has been a year in the making and looked at a mixed use. There needs to be more rooftops. They will not control the corner near Nations Ford Road.

Council Member Joe Maxim said if the lot size was higher and the price point higher, it would go further, for both the single family and the townhomes.

Council Member Les Gladden said he was just tired of seeing townhomes. He feels the three-story townhomes don't belong here and would be better in uptown Charlotte. This plan has a whole list of stuff he's concerned about and he doesn't feel it is ready to be submitted to the Council. There are too many changes at the last minute and it's not going to happen. They must

meet the Town's requirements and build what they put in the plan. They cannot change the plan. Our job is to get the best product for our Town. The developer said if they could have more time to review Travis's list, they can change them and start working on them.

The Mayor called for a stop for now as he didn't feel we're going to be able to get any further tonight. Director Morgan commented on the highlights of what we need to hone in on.

Flood Plain Certification Planning and Zoning Director Travis Morgan stated no motion is needed on this and discussed the annual progress report for the Hazard Mitigation Plan. Information is also posted on our website. The plan is an update to maintain the community rating system in association with the National Flood insurance program to both mitigate hazards and keep flood insurance rates low for our community. The plan is required to be published to the public and to Council as information at this meeting.

Council Member Amelia Stinson-Wesley asked about update process. Director Morgan replied it is ongoing. Council Member Joe Maxim inquired about preventing future hazard events such as has happened in the past. Mr. Morgan stated it is difficult to mitigate or eliminate 100% of all disasters; but the plan is a concerted effort to lessen them.

A 5-minute break was taken before Closed Session began at 7:58 pm.

The Work Session closed at 12:20 am.

Jack Edwards, Mayor

ATTEST:

Lisa Snyder, Town Clerk

PINEVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj #	Adj Reason	Date of Adj.	Additional Owners	Refund Recipient Name	Refund Address Line 1	City	State	Zip	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 7/22/2021 (\$)	Total Interest to Pay if mailed on or before 8/2/2021 (\$)	MECK Portion Refund (\$)	MECK Portion Interest 1 (\$)	MECK Portion Interest 2 (\$)	Police Refund (\$)	Police Interest 1 (\$)	Police Interest 2 (\$)	Fire District	Fire Refund (\$)	Fire Interest 1 (\$)	Fire Interest 2 (\$)		
2019	0002016003-2019-2019-0000-00	22114114	REI	593778	PTC Decision	7/8/2021	C/O GENERAL GROWTH PROPERTIES	CAROLINA PLACE ANCHOR ACQUISITION , LLC	350 N ORLEANS ST SUITE 300, MS 5-30	CHICAGO	IL	60654	1/7/2020	\$ 9,836.64	\$ 757.29	\$ 772.11	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
2020	0002016003-2020-2020-0000-00	22114114	REI	593779	PTC Decision	7/8/2021		CAROLINA PLACE ANCHOR ACQUISITION , LLC	350 N ORLEANS ST SUITE 300, MS 5-30	CHICAGO	IL	60654	1/6/2021	\$ 8,904.06	\$ 240.29	\$ 253.70	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
2019	0002015991-2019-2019-0000-00	22114105	REI	593783	PTC Decision	7/8/2021	GENERAL GROWTH PROPERTIES	CAROLINA PLACE, LLC FKA CAROLINA PLACE JV	350 N ORLEANS ST SUITE 300, MS 5-30	CHICAGO	IL	60654	1/7/2020	\$ 151,140.00	\$ 11,635.71	\$ 11,863.45	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
2020	0002015991-2020-2020-0000-00	22114105	REI	593784	PTC Decision	7/8/2021	GENERAL GROWTH PROPERTIES	CAROLINA PLACE, LLC FKA CAROLINA PLACE JV	350 N ORLEANS ST SUITE 300, MS 5-30	CHICAGO	IL	60654	1/6/2021	\$ 151,140.00	\$ 4,078.71	\$ 4,306.45	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		
TOTAL														\$ 321,020.70	\$ 16,712.00	\$ 17,195.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



PROCLAMATION FOR CONSTITUTION WEEK

WHEREAS: September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Jack Edwards, by virtue of the authority vested in me as Mayor of the City of Pineville, North Carolina, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Pineville, to be affixed this _____ day of _____ the year of our Lord two thousand twenty-one.

Signed _____
Mayor Jack Edwards

Attest _____
Town Clerk Lisa Snyder

SEAL

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 8/5/2021
Re: **Interlocal Agreement for Animal Control Services**

Additional Information:

I spoke with CMPD Animal Care and Control about the question of why the owner of the pet is not responsible for boarding costs. They indicated that the Town only pays if the owner does not pick up the pet. The owner has 3 days to do this. Animal Care and Control says that this is a rare occurrence.

Overview:

The Town of Pineville contracts with CMPD Animal Care and Control on an annual basis for animal control services. The contract is for four (4) years and is renewed in one (1) year increments. If at any time at an annual renewal the Town wants to contract with someone else or provide the services, we have the ability with a thirty (30) day written notice. The costs for services are reviewed annually by CMPD and provided to the Town within ninety (90) of renewal for review. The current rate is \$208 per call and will increase to \$240 with the signing of this contract. In FY 19-20 the Town spent \$11,187. In FY 20-21 the Town spent \$9,229 which equated to 42 calls for service and 21 calls for impound and boarding.

Code Enforcement checks the bill every month to make sure addresses the Town is billed for are within Town limits and Pineville Police respond to calls to try to keep the costs minimal.

Attachments:

Interlocal Agreement with CMPD for Animal Control Services

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the TOWN OF PINEVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “Town”), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes interlocal agreements between units of local government for any undertaking, which is defined in North Carolina General Statute § 160A-460(1); and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as “Animal Care & Control”) to provide some animal control services within the limits of the Town, and the City Council of the City and the Town Board each have adopted a resolution as required by North Carolina General Statute § 160A-461, included as Attachments I and II and incorporated herein by reference; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing:

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. **Term:** The term of this Agreement shall begin the 1st day of July 2021 and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, “Compensation,” herein. Either party may terminate this agreement as provided in Section 6, “Termination of Agreement,” herein.
2. **Services:** The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.
3. **Compensation:** The Town shall pay the City at a rate of two hundred forty dollars (\$240.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III.

The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 6, "Termination of Agreement," herein.

4. Citations: Animal Care & Control will issue citations for ordinance violations that occur in the Town. The money for payment of citation will be sent directly to the City. The City will keep separate records of money received for the citations issued within the Town. Such money shall belong to the City.
5. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.
6. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.
7. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

8. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send

the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town. Provided, that the Animal Care & Control shall make reasonable efforts to contact the Town to obtain approval from the Town before incurring any such veterinarian or other costs.

- 9. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.
- 10. Entirety of Agreement: No oral agreement shall occur, and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
- 11. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

City Clerk

By: _____ (SEAL)
City Manager

ATTEST:

TOWN OF PINEVILLE

Town Clerk

By: _____ (SEAL)
Town Manager

Approved as to Form:

Town Attorney

**ATTACHMENT I
(City Resolution)**

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENTS PERTAINING TO
THE PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWNS OF CORNELIUS, DAVIDSON, HUNTERSVILLE,
MATTHEWS, MINT HILL, AND PINEVILLE.**

WHEREAS, N.C. General Statute § 160A-461, "Interlocal cooperation authorized," authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, each of the above captioned Towns wish to enter into individual Interlocal Agreements with the City of Charlotte, by which the City of Charlotte has agreed to provide certain animal control services to each of the above captioned Towns, pursuant to the attached Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify each of the attached Interlocal Agreements between the City of Charlotte and each of the following towns, to wit: Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. The City Manager or an Assistant City Manager of the City of Charlotte is hereby authorized and directed to execute the attached Interlocal Agreements, and any amendments thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, _____, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the ____ day of _____, 20____, the reference having been made in Minute Book _____, and recorded in full in Resolution Book ____, Page ____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the ____ day of _____, 20__.

**ATTACHMENT II
(Town Resolution)**

Town of Pineville, North Carolina

**RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING TO
PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF
CHARLOTTE TO THE TOWN OF PINEVILLE**

Resolution No.:

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Pineville (“Town”) and City of Charlotte (“City”) entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2021, and

WHEREAS, the parties have agreed to renew such Interlocal Agreement effective for the period beginning July 1, 2021 and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it **RESOLVED** the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

ADOPTED this the ____ day of _____, 2021.

CERTIFICATION

I, _____, Town Clerk of the Town of Pineville, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Pineville, North Carolina, in regular session convening on the ____ day of _____, 2021.

WITNESS my hand and the corporate seal of the Town of Pineville, North Carolina, this ____ day of _____, 2021.

Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Pineville Animal Control Ordinance, as adopted on January 11, 2005, and as subsequently amended by the Town of Pineville.

2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. For Fiscal Year 2022 (July 1, 2021 through June 30, 2022), the Town shall pay the City for animal sheltering services for animals impounded/seized and/or housed/boarded for criminal investigations, court cases and quarantines pursuant to the fee schedule below. Subject to adjustments required by the Annual Cost Analysis and City Council’s approved and adopted fee schedule, for all subsequent Fiscal Years the Town shall pay the City for animal sheltering services pursuant to the fee schedule set forth below for animals impounded/seized and/or housed/boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal’s seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal “hold” period) to be entered on the animal’s kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control’s sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control’s computer system, the Town shall be solely responsible for entering the animal’s kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	Impound/Seizure Fee	Daily Boarding Fee
Dog	\$40.00	\$15.00
Feline	\$25.00	\$9.00
Large Livestock	\$50.00	\$18.00
Medium Livestock	\$10.00	\$6.00
Small Livestock	\$10.00	\$3.00

3. Licensing: Animal Care & control shall provide all animal licensing services for the Town and the City shall be entitled to retain all fees generated therefrom.

4. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Pineville Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the

services provided by the Animal Care & Control and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.

5. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Pineville Police Department.
6. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.
7. Bite Incidents/Reports: Animal Care & Control shall respond to and investigate all incidents with the Town involving animal bites. The City shall report all such incidents that it investigates to the Mecklenburg County Health Director, as required by North Carolina General Statute § 130A-196.

ORDER OF COLLECTION

NORTH CAROLINA, PINEVILLE

TO THE TAX COLLECTOR OF MECKLENBURG COUNTY

GENERAL STATUTE 105-321(b)

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

Witness my hand official seal, this _____ day of _____, 2021.

Mayor of Pineville (SEAL)

Attest:

Clerk to the Board



Application for Board Appointments

Town of Pineville

P.O. Box 249

Pineville, NC 28134

Name: Munro Richardson Date: July 27, 2021

Address: 15420 Country Lake Dr, Pineville 28134 Phone: _____

Email Address: _____ Cell Phone: 704-954-9828

Which Board do you wish to participate on: Planning Board _____ Board of Adjustment

Please explain briefly why you are seeking appointment to this board:

I have lived in Pineville for six years. I'm interested in seeing Pineville continue to grow and develop as a place where people want to work, live and play.

Please describe any professional experience you may have that would be relevant to this board:

I have served as an executive in the nonprofit world for over 15 years. I'm accustomed to reading reports and making data-driven decisions.

Please describe any committees, organizations or other boards you may have participated on or educational background you have that would qualify you for this position on the board:

I served for one year on the City Plan Commission for the City of Kansas City, MO.

Please tell us anything else about yourself that would be beneficial to this board:

In my day job I am the Executive Director of Read Charlotte, a county-wide early literacy initiative. I regularly interact w/ elected leaders and government staff across Mecklenburg County.

Signature: Munro Richardson Date: 7/27/2021



Application for Board Appointments

Town of Pineville

P.O. Box 249

Pineville, NC 28134

Name: Justin Musick Date: 08-02-21

Address: 11811 Carolina Blossom Ln Pineville NC 28134 Phone: 615-945-9879

Email Address: jgomusick12@gmail.com Cell Phone: 615-945-9879

Which Board do you wish to participate on: Planning Board _____ Board of Adjustment X

Please explain briefly why you are seeking appointment to this board: I am interested in getting involved in local government. I would like to be more active in my community. I have lived in Pineville for almost 40 years and love the community.

Please describe any professional experience you may have that would be relevant to this board: I have negotiation skills from working at Duke Energy, with negotiating contracts. I have strong personal skills and work well with others. I have worked with contracts and legal.

Please describe any committees, organizations or other boards you may have participated on or educational background you have that would qualify you for this position on the board: I am Vice President of the Coal Institute. This organization has been around for more than 60 years. We have over a 100 members and have given over 2 million dollars in educational scholarships.

Please tell us anything else about yourself that would be beneficial to this board: I am registered as an independant but vote conservative. I am willing to have an open minded debate. I don't have issues with people who don't agree with me, that's what makes this country great!

Signature: [Handwritten Signature] Date: 08-02-21



TO: Pineville Mayor and Town Council
VIA: Ryan Spitzer, Pineville Town Manager
FROM: Don Mitchell, Electric System Manager
DATE: August 2, 2021
SUBJECT: Construction Labor Bid Recommendation Polk Substation Renovations

Overview:

Southeastern Consulting Engineers received formal bids on July 28, 2021 for contract labor to renovate and improve the Polk Substation. The low bidder was DD Grid, LLC of Canyon, Texas with a total price of \$233,785.00. Funds are available in the FY21-22 budget for this project. Attached you will find bid tabulations and recommendations from Southeastern. We concur with their recommendation that the bid be awarded to DD Grid, and ask that the board authorize the Town Manager to execute the contract with DD Grid.

Attachment:

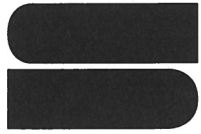
Southeastern Consulting Engineers, Inc. August 2, 2021 Bid Recommendation and bid tabulation.

Recommendation:

Award bid to DD Grid, LLC of Canyon, Texas and authorize Town Manager to execute contract.

Procedure:

Action item to award bids and authorize Town Manager to execute contract.



Southeastern Consulting Engineers, Inc.

August 2, 2021

Mr. Don Mitchell
Electric Systems Manager
ElectriCities of North Carolina
11316 Sam Furr Road
Huntersville, North Carolina 28078

Ref.: Polk Substation Modifications
Award Recommendation

Dear Mr. Mitchell:

Sealed bids were received, opened and read in a public bid opening at 2:00 p.m. on Wednesday, July 28, 2021, for construction of Modifications to the Polk Substation.

Proposals were received from six bidders and a tabulation of bids is enclosed. The lowest response was submitted by DD Grid, LLC of Canyon, Texas.

DD Grid, LLC was founded in 2016 with the leadership team having 50 years of combined experience in the industry. They were recently acquired by Volt Power which is a holding of Artera Services. While not having any direct experience with DD Grid, Southeastern has successfully completed several projects with Volt Power in the past. It is not clear how much influence Volt Power will have on DD Grid since they claim to operate as separate entities, but DD Grid appears to have the capabilities and experience to successfully complete this project. Therefore, we would recommend that the Town award this contract to DD Grid, LLC in the amount of \$222,653.00.

In addition to the base construction bid, pricing was provided by DD Grid to add an additional fence and gate to separate the Town of Pineville and Duke Energy portions of the station. The quoted amount was \$11,132.00. If the Town and ElectriCities is wanting to perform this work now, the construction cost would increase to \$233,785.00.

Please do not hesitate to call us concerning any questions which you may have on the above. Upon notification of your award decision, we will prepare the necessary contract documents for execution.

ElectriCities of North Carolina
Huntersville, North Carolina

August 2, 2021
Page 2

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  _____
Kevin J. Smorgala, P.E.
Design Engineer

KJS/lc

Enclosure

BID TABULATION
Construction of Polk Substation Modifications

Town of Pineville
Pineville, North Carolina

Date: July 28, 2021
Time: 2:00 PM, EST

<u>Bidder</u>	<u>DD Grid, LLC</u>	<u>Carolina Power and Signilization</u>	<u>Service Electric Company</u>	<u>Sumter Utilities, Inc.</u>
Bid Bond (Y/N)	Y, 5%	Y, 5%	Y, 5%	Y, 5%
I. Foundations				
A. Equipment House	\$16,478.00	\$25,150.00	\$12,430.00	\$15,218.56
B. Circuit Switcher	\$23,375.00	\$21,000.00	\$25,630.00	\$29,426.76
II. Additions to Grounding and Bonding System	\$12,500.00	\$12,834.00	\$10,857.82	\$6,093.37
III. Cable Trench, Conduit, Wire and Cable	\$51,000.00	\$117,200.00	\$110,866.48	\$58,312.64
IV. Erection of Structure Modifications and Packager Provided Equipment	\$13,000.00	\$49,980.00	\$29,859.00	\$20,460.16
V. 115 kV Circuit Switcher	\$27,000.00	\$15,000.00	\$17,372.50	\$47,808.38
VI. 15.5 kV Circuit Breakers	\$22,000.00	\$2,800.00	\$8,686.24	\$6,587.68
VII. Equipment House and Relay Panel	\$14,500.00	\$4,000.00	\$13,029.38	\$5,508.94
VIII. Station Fencing	\$18,800.00	\$10,350.00	\$6,701.20	\$10,817.18
IX. Graveling	\$7,500.00	\$28,448.50	\$9,360.35	\$9,492.04
X. Demolition	\$16,500.00	\$8,500.00	\$25,157.03	\$40,046.80
Total, Construction	\$222,653.00	\$295,262.50	\$269,950.00	\$249,772.51
<u>Additional Prices</u>				
Unit Adder for Rock Excavation and Disposal	\$350.00	\$525.00	\$467.50	\$1,275.00
Unit Labor for Removal and Replacment of Unsuitable Soils with Suitable Fill	\$430.63	\$42.00	\$25.30	\$28.00
Unit Adder for Removal of Unsuitable Soil and Replace with ABC	\$445.63	\$55.00	\$56.10	\$62.00
Optional Fencing	\$11,132.00	\$6,785.00	\$5,658.40	\$6,000.00

BID TABULATION
Construction of Polk Substation Modifications

Town of Pineville
Pineville, North Carolina

Date: July 28, 2021
Time: 2:00 PM, EST

<u>Bidder</u>	<u>Southeast Power</u>	<u>Lee Electrical</u>	<u>Pike</u>	<u>Williams Electric</u>
Bid Bond (Y/N)	Y, 5%	Y, 5%		
I. Foundations				
A. Equipment House	\$45,301.49	\$13,675.00	NO BID	NO BID
B. Circuit Switcher	\$62,356.74	\$25,737.50		
II. Additions to Grounding and Bonding System	\$37,790.86	\$55,030.53		
III. Cable Trench, Conduit, Wire and Cable	\$129,239.49	\$135,880.21		
IV. Erection of Structure Modifications and Packager Provided Equipment	\$309,009.70	\$93,315.16		
V. 115 kV Circuit Switcher	\$39,933.06	\$18,736.48		
VI. 15.5 kV Circuit Breakers	\$75,826.60	\$25,057.63		
VII. Equipment House and Relay Panel	\$14,643.22	\$9,403.81		
VIII. Station Fencing	\$9,465.60	\$21,000.00		
IX. Graveling	\$24,671.29	\$18,605.72		
X. Demolition	\$25,751.89	\$12,480.72		
Total, Construction	\$773,989.94	\$428,922.76		
<u>Additional Prices</u>				
Unit Adder for Rock Excavation and Disposal	\$1,515.00	\$425.00		
Unit Labor for Removal and Replacment of Unsuitable Soils with Suitable Fill	\$613.00	\$28.00		
Unit Adder for Removal of Unsuitable Soil and Replace with ABC	\$613.00	\$57.00		
Optional Fencing	\$119,667.54	\$14,800.00		

PINEVILLE COMMUNICATION SYSTEMS

INTERNET RESULTS FOR MONTH ENDING 7-31-2021

REVENUE AREA	SUBTOTAL FOR MONTH ENDING 6-30-2021	SERVICE SOLD IN JUNE SCHEDULED FOR JULY INSTALLATION	DISCONNECTS ON SCHEDULE IN JUNE FOR JULY EXECUTION	FINAL MONTH END TOTAL FOR JUNE 30, 2021	INSTALLS SOLD AND COMPLETED IN JULY	DISCONNECTS TAKEN AND EXECUTED IN JULY	MONTH ENDING 7-31-2021	SOLD IN JULY ON SCHEDULE FOR INSTALLATION IN AUGUST	TOTAL INTERNET SUBS AS OF 8-2-2021
ILEC	421	3	0	424	9	-1	432	4	436
CLEC	565	8	-1	573	17	-9	581	2	583
TOTAL	986	11	-1	996	26	-10	1013	6	1019

of the 11 disconnects 10 sold homes or were moving out of the area. 1 was business Internet going to competitor

REVENUE AREA	PENDING INSTALLS ON SCHEDULE SOLD IN JULY INSTALLING IN AUGUST.	SOLD WAITING FOR SIGNED CONTRACT SO THEY CAN BE SCHEDULED	UPGRADES IN SPEED COMPLETED IN JULY WILL INCREASE REV	UPGRADES SOLD AFTER BILLING WILL INCREASE REV SEPT.	EXISTING COPPER CUSTOMER CONVERTING TO FIBER ON SCHEDULE FOR AUG OR COMPLETED IN JULY	PENDING DISCONNECTS ON SCHEDULE FOR AUGUST
ILEC	4	0	5	0	5	0
CLEC	2	0	2	0	0	1
TOTAL	6	0	7	0	5	0

****THE 0 PENDING DISCONNECTION OF SERVICE ORDERS IS A SUBSCRIBER IS IN ILEC AREA AND MOVING TO COMPETITOR****

**** THESE CUSTOMERS SOLD IN JULY BUT INSTALLATION SCHEDULED FOR AUG****

****WE HAD 7 EXISTING ACCOUNTS THAT UPGRADE SPEED IN JULY****

****5 EXISTING COPPER CUSTOMERS CONVERTING TO FIBER IN JULY ****

INCREASED SPEED OFFERING TAKE RATE TO DATE

TOTAL SUBSCRIBERS AS OF 7/31/2021	Jun-21	Jul-21	SERVICE AREA	RES OR BUS	SPEED	NET GROWTH/LOSS FROM PREVIOUS MONTH	
1013	170	177	CLEC	RES	100M	7	
	48	56	CLEC	RES	200M	8	
	13	14	CLEC	RES	400M	1	
	156	161	CLEC	RES	GIG	5	
	0	1	CLEC	BUS	100M	1	
	5	5	CLEC	BUS	GIG	0	
	14	14	ILEC	BUS	100M	0	
	6	6	ILEC	BUS	200M	0	
	3	3	ILEC	BUS	400M	0	
	15	19	ILEC	BUS	GIG	4	
	74	76	ILEC	RES	GIG	2	
	62	74	ILEC	RES	100M	12	
	13	16	ILEC	RES	200M	3	
	4	4	ILEC	RES	400M	0	
TOTAL	583	626				43	
0.575518263							

58% of our Internet subscribers now subscriber to 100M or higher (increase by from previous month)

RESIDENTIAL AND BUSINESS LINE COUNT MONTH ENDING 07-31-2021

NET LOSS OF -5

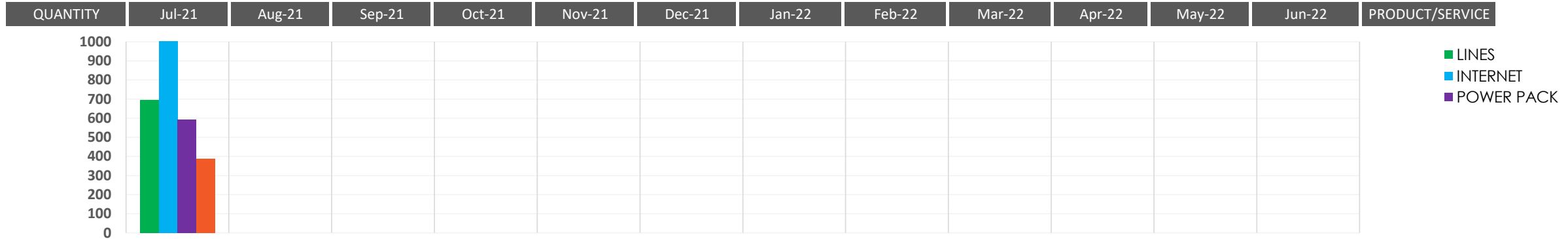
CLEC LINE COUNT	COUNT AS OF 06/30/2021	COUNT AS OF 07/31/2021	NET LOSS/GAIN AS OF 07/31/2021
BUS	48	47	-1
RES	128	128	0
SUB TOTAL	176	175	-1
ILEC LINE COUNT	COUNT AS OF 06/30/2021	COUNT AS OF 07/31/2021	NET LOSS/GAIN AS OF 07/31/2021
BUS	370	367	-3
RES	155	154	-1
SUB TOTAL	525	521	-4
GRAND TOTAL	701	696	-5

PCS REWARDS MONTH ENDING 07-31-2021

NET INCREASE OF PCS REWARDS 45
NET DECREASE OF POWER PACK DISCOUNTS 30
NET INCREASE OF SUBSCRIBERS RECEIVING DISCOUNT 15

PCS REWARDS	COUNT AS OF 06/30/2021	COUNT AS OF 07/31/2021	NET LOSS/GAIN AS OF 07/31/2021		
RES	547	592	45		
SUB TOTAL	547	592	45		
POWER PACK DISCOUNT	COUNT AS OF 06/30/2021	COUNT AS OF 07/31/2021	NET LOSS/GAIN AS OF 07/31/2021		
RES	419	389	-30		
SUB TOTAL	419	389	-30		
TOTAL CUSTOMERS RECEIVING REWARDS	966	981	15		

Lines, Internet, Power Pack and PCS Rewards FISCAL YEAR FY 22 (JULY 1, 2021 THRU JUNE 30, 2022)



PRODUCT	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total For FY22	Trend
LINES	696													
INTERNET	1,019													
POWER PACK	592													
PCS REWARDS	389													

The above totals are month ending reporting. For instance July totals are for month ending July 31st, August 31st, September 30th, October 31st & November 30th etc



Human Resources

Linda Gaddy, PHR SHRM-CP MSHR
 lgaddy@pinevillenc.gov
 (704) 889-2362

To: Ryan Spitzer, Town Manager
 Members of the Town Council

From: Linda Gaddy

Date: 8/3/2021

Re: Human Resources Monthly Report

Ryan,

Enclosed is the Human Resources Department Monthly Report for the month of July 2021.

New Hires:

Katherine Rimer, Crime Analyst
Christopher Overlin, 911 Telecommunicator
Shelby Basham, Police Officer in sponsored BLET training
Alec Anselmo, Police Officer in sponsored BLET training

Resignation:

Daniel Kaminski, Parks Maintenance Technician – Part time
Tondelayo Garnes, Accounting Technician II

Retirements:

None

Promotions:

Police: the 1st round of promotions took place July 21, second round planned for later this Fall.
 Police Captain interview/assessment 8/4
 Police Lieutenant interview/assessment 8/5

Current Openings:

Seasonal Tournament Grounds Crew member – hired one for the early part of the season, interviewing for another for the end of the season
911 Telecommunicators – two more accepted, planned start 8/18 – Takisha Cowley, Sheila Walker
Accounting Technician II – Meredith Adams has accepted, start date 8/23/21
Police Officer – Jason Eschert has accepted, start date 9/1/21

Departmental Update:

EmPerform Performance Management Software Update-
 Implementation and testing complete, rolled out and in process of training of managers, beginning reviews.
 Annual reviews for all staff, except sworn officers and firefighters to be completed by August 23rd.

All annual increases and changes to benefit enrollments were implemented.

Efforts to accelerate the hiring process for Telecommunicators have been made resulting in more candidates in the pipeline, and we are beginning to onboard and train new Telecommunicators working toward easing the shortage of labor in that area.

Linda has made progress toward connecting with the leadership of the Police Department to be prepared to address any issues and support the leadership. Meetings with the senior leadership have given them opportunity to share suggestions and concerns, and have increased Linda's understanding of P.D. operations, culture and opportunities for improvement.



Department Update

PUBLIC WORKS

To: Town Council

From: Chip Hill

Date: 8/01/21

Re: Public Works Updates

Huntley Glen: After we reviewed the video on the storm drain piping in Huntley Glen, True Homes has agreed to make repairs per Town specs. Work is ongoing at this time.

Leak at PD: There was a major water leak at the PD. The 2" main to the building broke under the concrete slab for the back flow. (see pictures #1 & 2)

Pot Holes: Approximately 1,100 pounds of asphalt patch was put out throughout the town this month. (see picture #3 & 4)

Bell Johnson: A supply truck hit the Community Center damaging the gutters and boxing on the right side of the building. It has been repaired. (see pictures #5 & 6)

Mill: NCDOA did an erosion inspection of the Mill site. Some sediment issues were found and they requested the field be reseeded. Joey's crew is currently working on their request now. (see pictures #7,8,9 & 10)

*See attached FY22 permit pending/issued spreadsheet attached







#24

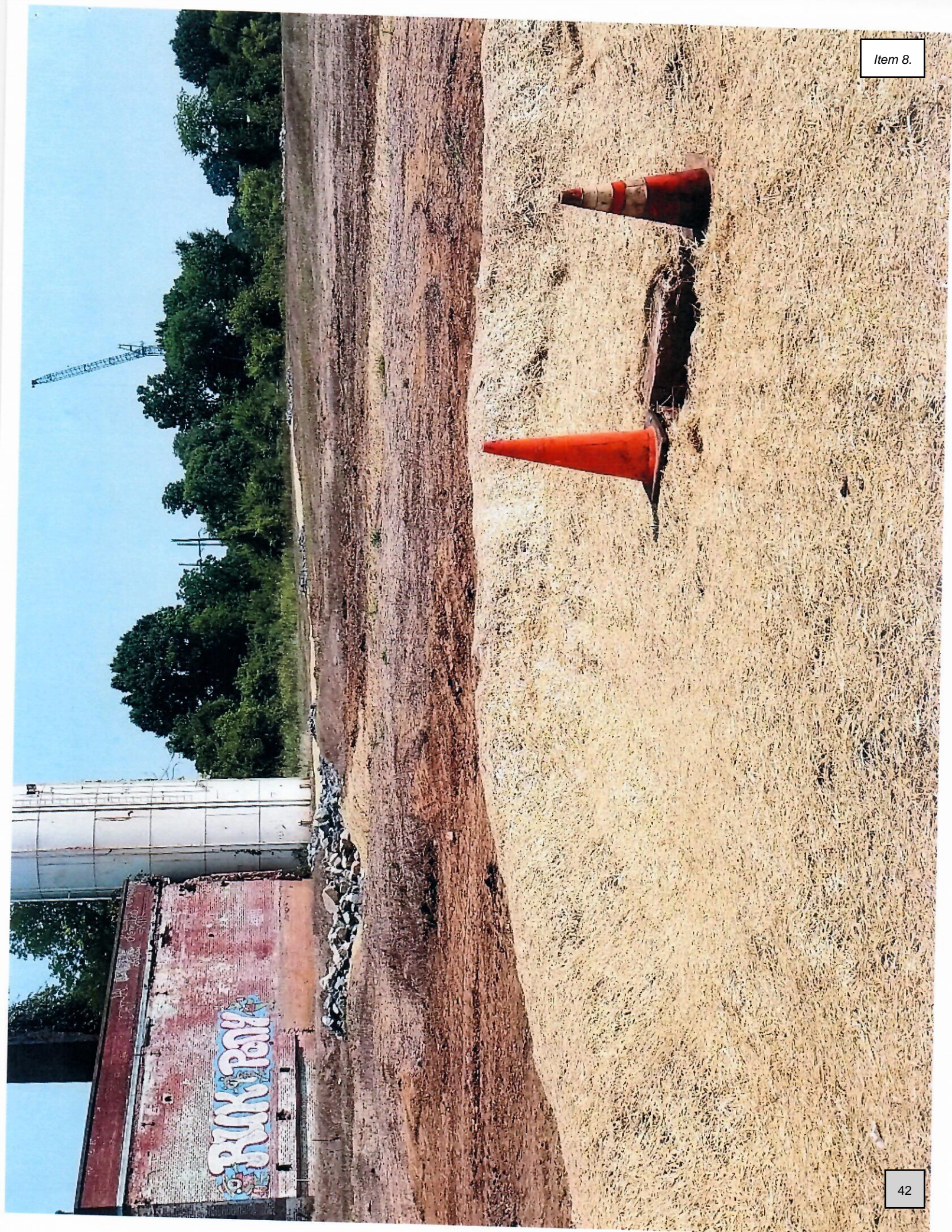






Item 8.





Item 8.



Item 8.



Received

**PERMITS ISSUED/PENDING
COMPANY
Fiscal Year 2022**

LOCATION

STATUS

PERMIT NO

COMPANY	LOCATION	STATUS	PERMIT NO	Received
Mears for Piedmont Natural Gas	Cranford Drive/Main Street	Issued	PW20210712CRANFORD	
PNG/Matt Bare of WK Dixon	12228 & 12004 Carolina Logistics Dr/Nations Ford & Downs Rd	Issued	PW20210712CAROLINALOGISTICS12228&12004	6/15/2021
AT&T	10710 Centrum Parkway	Pending		6/22/2021
PNG/Catrina Pealer	408-410 Park Avenue/Lakeview Drive	issued	PW20210721PARKAVE408-410	6/23/2021
PNG/Catrina Pealer	902 Lakeview Drive	issued	PW20210721LAKEVIEW902	6/23/2021
Spectrum	10100 Rodney Street/Industrial Drive	Issued	PW20210712RODNEY10100	6/23/2021
PNG/Paul Tatsis	10907 Rail Tye Place	Issued	PW20210708RAILTYE	6/23/2021
Charlotte Water/Sean Mayo Gavel & Dorn	10030 Park Cedar Drive/Feldfarm Lane	Pending		7/1/2021
Hart & Hickman PC	105 Dover Street	Pending		7/4/2021
PNG/Josh Uriate Mears Group	Brian Circle for 734 Brian Circle/Franklin Street	Pending		7/15/2021
Comporium/Stephane Cowart Byers Engineering	Main Street-NC 51/Cranford Drive	Pending		7/16/2021

July 2021

New News

Matthew Jakubowski was named Director of Pineville Parks and Recreation Department

Special Events

Rockin' & Reelin': Too Much Sylvania was here on July 9th. They always bring an amazing crowd. We had a crowd of 350-400 people. Food trucks that were in attendance were Pete's Red Hots and Chilaka Taco Lab.



Rockin' & Reelin': We played The Croods 2: A New Age on July 23rd. We had a crowd of around 150 people. We had a petting zoo show for the preshow.

General Programming

Summer Camp: Our July field trips included Diamond Dell Gem Mining, Bowling, Movies to see Space Jam 2, and Jumpin Jacks. We are utilizing the playgrounds and splash pad. Every Monday the kids do a program with the Children's Theatre Group. The kids have tie-dyed shirts, done sand art, and many more weekly art projects and playing loads of games!

Pickleball at the Belle: We are offered pickleball on Saturdays from 10am-1pm during the month of July.

Painting Class: She will start her classes back in August after Summer Camp ends.

Cookie Decorating Classes: There were three cookie decorating classes scheduled on 7/15, 7/22, and 7/28. All classes were full and Kim has a full slate of classes scheduled for August.

Cardio Funk: He holds class on Tuesdays at 6:30pm. They are widely social distanced in the gym. Each participant has signed a COVID-19 waiver.

Cheerleading: They hold classes on Thursdays. They have two different classes with different age groups. They are only doing non-touch cheerleading, so no pyramids or stunts. They have all signed waivers.

Karate/Self Defense: They hold classes on Wednesdays and Saturdays. These classes are for adults and children. They sign waivers.

July 2021

Park Maintenance Update

Belle Johnston/ Lake Park

- Cut weekly
- Sprayed algae in lake multiple times
- Added pond dye
- Sprayed weeds in common areas
- Added 73 tons of rock around lake
- Pulled up rocks along bank
- Daily Park check
- Trimmed tree line by portrait homes



Hut

- Cut weekly
- Sprayed for weeds
- Set up for council meeting

Jack Hughes

- Fertilized all 4 fields
- Cut weekly
- Cut fields
- Sprayed weeds weekly
- Daily field prep
- Sprayed for fire ants
- New practice mats in batting cages
- Mower maintenance as needed
- Repaired large sprayer
- Replaced GFI outlet at batting cages
- Replaced irrigation solenoid field 1
- Trimmed shrubs around shop
- Pineville Memorial
- Worked on rain sensor
- Replaced control module in irrigation clock



Cemetery

- Cut weekly

Dog Park

- Cut weekly

Pineville Memorial Ballpark

- Worked on rain sensor
- Replaced control module in irrigation clock

Splash Pad

- Cleaned stuck feature valves
- Removed broken screen housing

July 2021

Special Events

July 17-18: Perfect Game Tournament
July 17: Frenemies Volleyball Tournament
July 31: Sportslink Volleyball Tournament

Social Media

Facebook:

Post Reach: 10,806
Post Engagements: 1,941
New Page Likes: 145

Instagram:

New Followers: 27

Facility Rentals

The Hut: 2 Rental

The BJCC Dining Room: 5 Rentals

The BJCC Gym: 0 Rentals

Large Shelter: 13 Rentals

Medium Shelter: 19 Rentals

Tot Lot at Lake Park: 5 Rentals

***Shelter 1 at JH:** 0 Rentals

***Shelter 2 at JH:** 0 Rentals

***Shelter 3 at JH:** 0 Rental

***WE DO NOT RENT JACK HUGHES SHELTERS WHEN THERE IS A TOURNAMENT GOING ON.**

**Pineville Police
Department**

Memo

To: Pineville Town Council
From: Chief Michael Hudgins
Date: August 10, 2021
Re: Pineville Police Department Activity Report – July

Please find below a summary of the Police Department’s activities for the month of July.

Adam Day

Officer Initiated Arrests	1
Citations	54
Written Warnings	17
Transports to Jail	6
Involuntary Commitments	16

Baker Day

Incident Reports	58
Officer Initiated Arrests	1
Written Warnings	6
Transports to Jail	1
Involuntary Commitments	12

Adam Nights

Incident Reports	56
Crash Reports	13
Citations	195
Transport to Jail	11
Involuntary Commitments	9

Baker Nights

Incident Reports	63
Crash Reports	13
Missing Person	1
Officer Initiated Arrests	7
Citations	90
Involuntary Commitments	22

Baker Days

Officers conducted surveillance on a residence and subsequently conducted a traffic stop that led to a narcotics seizure.

Due to recent shootings at Sabal Point, patrols were increased. Officers attended an apartment meeting at Sabal as well.

Foot patrols conducted at Carolina Place Mall.

Officers conducted LIDAR on Main Street.

Officers conducted traffic stop which led to a narcotics seizure.

Training: Officer Naito-SCAT Prequal, Corporal Woodrow-Mental Health First Aid Training

Special Activities Attended: Concert in the Park

Corporal Woodrow met with apartment complexes and community meeting at Sabal Point

Officer Naito SRT Callout

Officer Charles: FTO with Turner

Adam Night

Special Activities Results:

19 registration Violations

4 License Violations

4 Miscellaneous Violations

1 Speeding Violation

Training:

Part-107 Drone Certification: Officer Moore, Sgt. Wright.

K-9 Introduction – Presented by Officer Stanley

Attendees: Sgt. Wright, Corporal Cook, Officer Moore, Officer Tapper and Josh Barfield

Tips for Report Writing – Presented by Officer Moore

Attendees: Sgt. Wright, Corporal Cook, Officer Moore, Officer Tapper and Josh Barfield

Training Videos:

Tulsa Police Shooting:

Attendees: Sgt. Wright, Corporal Cook, Officer Moore, Officer Tapper and Josh Barfield, Officer Young

Body Cam Footage: Fatal Brooklyn Center Officer – Involved Shooting

Attendees: Sgt. Wright, Officer Moore, Officer Tapper, Officer Young and Josh Barfield

Adam Day

Officers on shift attended Mental Health First Aid class at the police department.

Officer Roberts did significant work with mentally ill and chronic 911 abuser Ms. Richards at Sabal Point Apartments. He was able to convince her to go to Behavioral Health voluntarily.

Officer Down assisted with several Community Police events.

Officer Roberts: Worked with Sabal Point and Suburban Lodge regarding best practices, transported subject to Billingsley Behavior Health

K-9 Officer - L. Stanley

7 Arrests for Drugs/ Money Seized: 144 grams of Marijuana, crack pipe, 3 scales, used needles.

K-9 Training 28 Hours

K-9 Officer - Kimel

Online Training; Investigative Playbook: How to Take Down Catalytic Converter Theft”
4 Arrests; confiscated Paraphernalia, Heroin, Crack Cocaine, Ecstasy and Fentanyl

Possession with Intent to Distribute Marijuana arrest

CID and Crime Reduction Unit**Corporal Lindsey**

Assisted in hiring process of candidate for Dispatch
Assisted Crime Analyst reviewing cases and gain access for her to RMS.
Met with Town Manager regarding Clearview AI software
Worked with Officer Kimel on nude photo scan
Worked with Officer Naito interviewing two suspected catalytic converter thieves at the Centrum. Learned where they scrap and store items.
Assisted with Sabal Point Shooting Crime Scene
Assisted with arrest and apprehensions at Carolina Place Mall related to 3 Card Monty
Cases active – 33
Arrests made with Warrant - 2, Arrests without Warrant - 2
Felony Warrants Obtained – 3
Case Closed/Cleared by Arrest – 1

Training:

Crime Prevention Specialist Part 1 – Justice Academy-online

Detective Bennett

Number of active cases – 26
Cases closed -10
Search Warrants Obtained – 2
Interviews conducted – 23
Pulled photos for Naito
Assisted with shooting at Sabal Pointe
Obtained Search Warrant for 3-mail account holder info on fraud case.
Obtained Search Warrant for bank records for felony worthless check case

Training: Webinar on Catalytic Converter Thefts

Sgt. Miller

Total Active Cases – 42
Arrests made with warrant-8
Cases Closed/Cleared with arrest -2

Training:

Surveillance training both moving in vehicles and on foot
Mental Health and substance abuse awareness training

SWAT called in for threats against Fire Department
Worked with new Crime Analyst
Mall shooting debrief
Introduced Sgt Galuski to CMPD Special Operations and introduced him to Gang Unit
Entered 2 local Pineville Cases into Marshalls fugitive apprehension
Worked on shooting at Sabal Point
Arrests made with a warrant – 8

Search warrants obtained -2
Cases closed/cleared by arrest – 2
Number of active cases - 42

Detective Ross

Training:
Suicide Class-16 hours
Catalytic converter webinar

Called in for shooting at Sabal Point
Spoke with female at Officer Moore’s building and she denied putting note on his door and denied being anti-government or anti-law enforcement.
Worked on candidate screening for Dispatch

Detective Mitchell

Training:
Requested and received warrant for Sabal Point shooting
Interviewed and organized retail crime suspect and learned of places where items are being sold
Met with Principal French at Pineville Elementary regarding Lunch Buddies program
Online undercover class
Obtained warrants on Sam Meeks domestic suspect
Understanding Digital Footprints on-line class
Introduction to Dark Web on-line class.

Monthly Supervisor Reporting Requirements for Lt Boyter

Video Reviews to Lt. Boyter
Vehicle Inspections to Lt. Boyter
Stats to Lt. Boyter

July Crime Statistics

Below are the crimes statistics for Part I Offenses in March. Five-year statistics are also shown in the tables and graphs below, which will help show how we are performing compared to years past.

January	1212
February	1099
March	1294
April	1234
May	1260
June	1278
July	1401

Monthly Statistics					
	2021	2020	2019	2018	2017
Homicide	0	0	0	0	0
Robbery	2	1	4	2	3
Rape	0	0	0	1	0
Aggravated Assault	9	5	2	4	1
Burglary	3	4	8	6	6
Larceny	68	32	58	67	69
Auto Theft	8	5	7	11	1

