



AGENDA

CONSENT AGENDA ITEMS – ACTION ITEMS

- 1. Tax Refunds** (*Richard Dixon*) - Tax refund from Best Buy Stores
- 2. PROCLAMATION** - Public Power Week
- 3. Resolution 2021-15** - Surplus Items

BOARD APPOINTMENTS – ACTION ITEMS

FALL FEST UPDATE

- 4. Fall Fest Update** (*Matt Jakubowski*)

GREENWAY BRIDGE

- 5. Greenway Bridge** (*Ryan Spitzer*) – Approval to begin construction documents for the greenway connection from McCullough to Jack Hughes Park

OLD NORTH STATE LEAGUE AGREEMENT

- 6. Old North State League Agreement** (*Ryan Spitzer*) – Approval to enter into an Agreement for Summer baseball league at the stadium field in Jack Hughes Park.

MONTHLY STAFF REPORTS

MONTHLY CALENDARS

- 7. September and October Calendars**
- 8. Monthly Staff Reports**

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

ADJOURN

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

Topic: September Council Meeting

Time: Sep 20, 2021 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81356022748?pwd=RTlxUjZ3WEhQaHYrMWt3a2VZZ2Y0UT09>

Meeting ID: 813 5602 2748

Passcode: 097261

One tap mobile

+16465588656,,81356022748#,,,,*097261# US (New York)

+13017158592,,81356022748#,,,,*097261# 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: 813 5602 2748

Passcode: 097261

Find your local number: <https://us02web.zoom.us/j/kp0TkHtUD>

11. EnterTextHere

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.

Memorandum



To: Mayor and Town Council
From: Richard Dixon
Date: 9/16/2021
Re: Tax Refunds

Please approve the following tax refunds during the September 2021 Council Meeting. Total refunds due are \$7,262.29:

(1) Best Buy Stores, #0001970347-2019, Richfield, MN	\$3,712.84
(2) Best Buy Stores, -#0001970347-2020, Richfield, MN	3,549.45
<hr/>	
TOTAL =	\$7,262.29

Approval _____ Date _____

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 8/26/2021 (\$)	Total Interest to Pay if mailed on or before 9/6/2021 (\$)	MECK Portion Refund (\$)	MECK Portion Interest 1 (\$)	MECK Portion Interest 2 (\$)	Police Refund (\$)	
2019	0001970347-2019-2019-0000-00	20709505	REI	594275	PTC Decision	8/13/2021	C/O BEST BUY STORES, LP RE DEPT	COLE BB PINEVILLE NC LLC	7601 PENN AVE	RICHFIELD	MN	55423	1/7/2020	\$ 3,427.38	\$ 280.29	\$ 285.46	0.00	0.00	0.00	0.00	
														TOTAL	\$ 3,427.38	\$ 280.29	\$ 285.46	0.00	0.00	0.00	0.00

Item 1.

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 9/23/2021 (\$)	Total Interest to Pay if mailed on or before 10/4/2021 (\$)	MECKLENBURG Refund (\$)	MECKLENBURG Portion Interest 1 (\$)	MECKLENBURG Portion Interest 2 (\$)
2020	001970347-2020-2020-0000-00	20709505	REI	586666	PTC Decision	9/8/2021	C/O BEST BUY STORES, LP-RE DEPT	COLE BB PINEVILLE NC LLC	7601 PENN AVE	RICHFIELD	MI	55423	1/8/2021	\$ 3,427.38	\$ 122.07	\$ 127.24	0.00	0.00	0.00
TOTAL													\$ 3,427.38	\$ 122.07	\$ 127.24	0.00	0.00	0.00	



**PINEVILLE TOWN COUNCIL
PROCLAMATION
DECLARING OCTOBER 3 - 9, 2021
AS PUBLIC POWER WEEK IN PINEVILLE, NC**

WHEREAS, the Town of Pineville provides reliable electricity to its citizens; and

WHEREAS, the citizens of Pineville are consumers and owners of their public power systems and exercise local control over utility operations and policies; and

WHEREAS, our employees are dedicated to serving the neighborhoods of Pineville; and

WHEREAS, our electric system is a community asset that contributes to the well-being of citizens by providing safe and reliable power, excellent local customer service and economic development opportunities; and

WHEREAS, our community is one of more than 70 public power cities and towns in North Carolina, and more than 2,000 public power systems in the United States;

WE, THEREFORE, DO NOW HEREBY PROCLAIM the week of October 3rd through October 9th, 2021 as “Public Power Week” in an effort to promote public power and those who work in our cities and towns to provide the best possible electric service for our citizens.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the **GREAT SEAL OF PINEVILLE** to be affixed on this ___ day of September in the year of our Lord two thousand and twenty-one.

Mayor Jack Edwards

Town Clerk Lisa Snyder



RESOLUTION NO. 2021-15

RESOLUTION OF THE TOWN OF PINEVILLE, NORTH CAROLINA DECLARING SURPLUS ITEMS FOR SALE VIA ELECTRONIC AUCTION AND/OR DISPOSAL VIA DONATION OR RECYCLE

WHEREAS, G.S 160A-265 authorizes the Town Council to dispose of surplus property and G.S.160A-270 (c) authorizes the sale of surplus property by means of electronic auction; and

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

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

Adopted this _____ day of September, 2021.

ATTEST:

SEAL:

Jack Edwards, Mayor

Lisa Snyder, Town Clerk

EXHIBIT "A"

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

Surplus Items

Dept.	Item/Desc/VIN#	Make/Model	Misc.	How Disposed	Eff. Date	Miles
Parks & Rec	Believed to be a 1979 model	Ford 3600 Tractor	Needs brake work; has leaks	Online Auction	9/14/21	
Parks & Rec	Mower	2001 Exmark Lazer Z 60" cut	Needs deck repair; leaks oil, runs and cuts	Online Auction	9/14/21	
Parks & Rec	Mower	2004 Toro Grounds Master 3500D	Hard starting; has fuel delivery problem; runs and cuts	Online Auction	9/14/21	
PD	2C3CDXAG4DH568246	2013 Dodge Charger	Needs repair; will cost more to fix than value	Online Auction	9/14/21	101,517
Public Works	Tire Changing Machine	Coats 7050EX	Has been replaced with newer version	Online Auction	9/14/21	



Application for Board Appointments
Town of Pineville
P.O. Box 249
Pineville, NC 28134

Name: Krishna Y. McVey (Kris) Date: September 8, 2021

Address: 12605 Short Lane, Pineville NC 28134 Phone: 980-201-9425

Email Address: kris.mcvey@gmail.com Cell Phone: 864-621-0600

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

Please explain briefly why you are seeking appointment to this board: I have lived in McCullough since March 2020 and am an avid user of Charlotte's parks and Greenways. My family and I spend many weekends on county Greenways and in parks with our three children. I would be honored to participate on this board to help advocate for more greenspaces in our communities. I believe it is part of what makes our community an attractive place to live.

Please describe any professional experience you may have that would be relevant to this board: I probably don't have any professional experience that is relevant. I have served on community boards (Workforce Development Board, SAFE Homes/Rape Crisis in Columbia, SC, the Board of Directors for the United Way of Stanly County, etc.). I am an employment lawyer by training and currently work in human resources.

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: See response above.

Please tell us anything else about yourself that would be beneficial to this board: I am eager to serve!

Signature: Krishna G. McVey Date: September 8, 2021



Application for Board Appointments

Town of Pineville
P.O. Box 249
Pineville, NC 28134

Name: Yvette Isaacs Date: 9-9-21
Address: 711 Brian Cr Pineville NC 28134 Phone: 704-791-4879
Email Address: yvetteisaacs13@gmail.com Cell Phone: 704-791-4879

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 find joy in volunteering and have a desire to give back to the community. Growing up in Pineville as a child and moving back as an adult makes me appreciate the Town and I would like to use any of my skills to help the board.

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

I'm good with organizing using Excel creative thinker and look at challenges as an opportunity to think outside the box to figure out the best outcome.

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:

Currently volunteer with the Pineville Parks and Rec and enjoy collaborating with others to improve and make Pineville a even more desirable Town to live.

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

I love the community and have a desire to serve in any capacity that is helpful. Volunteering is good for the mind, body and soul while gaining a deeper understanding of our community.

Signature: Yvette Isaacs Date: 9-9-21

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 9/16/2021

Re: Fall Fest 2021

Overview:

Matthew Jakubowski will give an update on Fall Fest. We are still planning on having an event that is only slightly modified from previous years. All traditional activities will take place except the carnival. Fireworks will be added this year on both Friday and Saturday night. There will be no activities on Sunday.

Currently most of the local fall festivals are still scheduled to be held to include Festival in the Park. COVID rates seem to be leveling off and as of 9/15/2021 there have not been any significant outbreaks from the Panther's Football game, the Dukes Mayo College Football kickoff game, or Labor Day. Staff will continue to monitor COVID trends in our area to see if we need to make adjustments or cancel Fall Fest.

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 9/16/2021

Re: Greenway Connection and Bridge from JHP to McCullough

Overview:

The greenway connection from McCullough to Jack Hughes Park ranked high in both the PARC Masterplan and the Mobility Plan drafted by the Towns. The project was ranked high for two main reasons. The first is this project would give residents that live on this side of Town a safe pedestrian network to reach downtown, which they currently do not have. The second reason is that it is the highest ranked project that will cause the least interference with other mobility networks in Town (e.g., it will not cause traffic lanes to be blocked or roads to be closed causing traffic congestion or delays).

The approximate cost for the project is \$1.5 million. This number should shrink as engineered drawings are completed due to actual conditions being known and the contingency amount being reduced. Potential funding sources for this project are Town Funds, ARPA money, grants, and Pulte.

The next step would be to issue a Request for Qualifications for a company to draft a set of plans for the proposed greenway so we can go out for construction bids. The funds for this project will come out of the \$350,000 budgeted for a capital project in Parks and Recreation this year.

Attachments:

Approximated Costs
Greenway Path

Recommendation:

Proceed to Engineered Drawings

MCCULLOUGH NEIGHBORHOOD GREENWAY CONNECTION

Project Description: 10' Wide Greenway

Client: Town of Pineville

0.37 Miles

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - PRELIMINARY

Segment -L1-					
Section	Item Description	Quantity	Unit	Unit Price	Cost
800	MOBILIZATION (10%)	1	LS	\$ 101,240.00	\$ 101,240.00
SP	COMPREHENSIVE GRADING -L1-	1	LS	\$ 212,680.00	\$ 212,680.00
520	AGGREGATE BASE COURSE	811	TON	\$ 45.00	\$ 36,600.00
610	ASPHALT SURFACE COURSE (\$9.5B)	230	TON	\$ 175.00	\$ 40,250.00
SP	GEOGRID	1,990	SY	\$ 5.00	\$ 9,950.00
SP	PREFABRICATED PEDESTRIAN BRIDGE (12' CLEAR)	1	LS	\$ 648,000.00	\$ 648,000.00
SP	STREAM BANK GRADING	1	LS	\$ 33,000.00	\$ 33,000.00
SP	EROSION CONTROL	1	LS	\$ 17,475.00	\$ 17,500.00
SP	DRAINAGE	1	LS	\$ 14,400.00	\$ 14,400.00

SUBTOTAL \$1,113,620.00

CONTINGENCY @ 35% \$389,767.00

CONSTRUCTION COST SAY \$1,504,000.00

Notes:

1. Cost opinion does not include costs for easement or ROW acquisition.
2. Cost opinion does not include engineering, geotech, design survey, or construction administration.
3. Cost opinion does not include cost for private utility relocations.
4. Unit costs used in this cost opinion are representative of typical market costs as best known to the Consultant as of the date of this estimate, and do not account for inflationary cost escalation.
5. Quantities used in this cost opinion are approximations based the McCullough Neighborhood Greenway Connection Feasibility Study by Kimley-Horn and are subject to revision prior to design/bid.
6. The Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs, as provided here, are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Owner.
7. Study does not include wetland or stream delineation. Greenway alignment or mitigation fees subject to change based on location of wetlands.

MCCULLOUGH NEIGHBORHOOD GREENWAY CONNECTION

Project Description: 10' Wide Greenway

Client: Town of Pineville

0.37 Miles

Project Cost Estimate

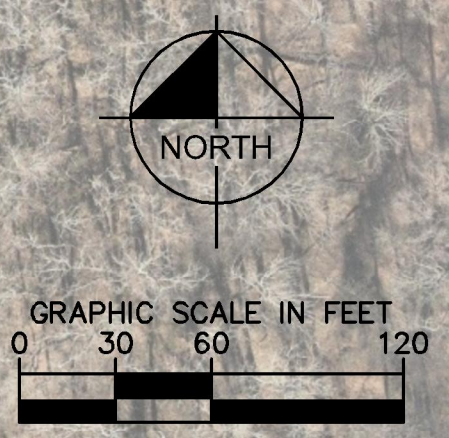
Item Description	Cost
Construction Cost	\$ 1,504,000.00
Construction Administrative Costs	\$ 15,000.00
Engineering Planning and Design	\$ 70,000.00
Survey Costs	\$ 30,000.00
Geotechnical (Borings, Testing, Exploration, Design)	\$ 10,000.00
Flood Plain No-Rise/LOMR Permitting	\$ 30,000.00
Permitting - Other (EC/PCSO/401/404)	\$ 20,000.00
Subtotal	\$ 1,679,000.00

Project Contingency (15%) \$ 26,250.00

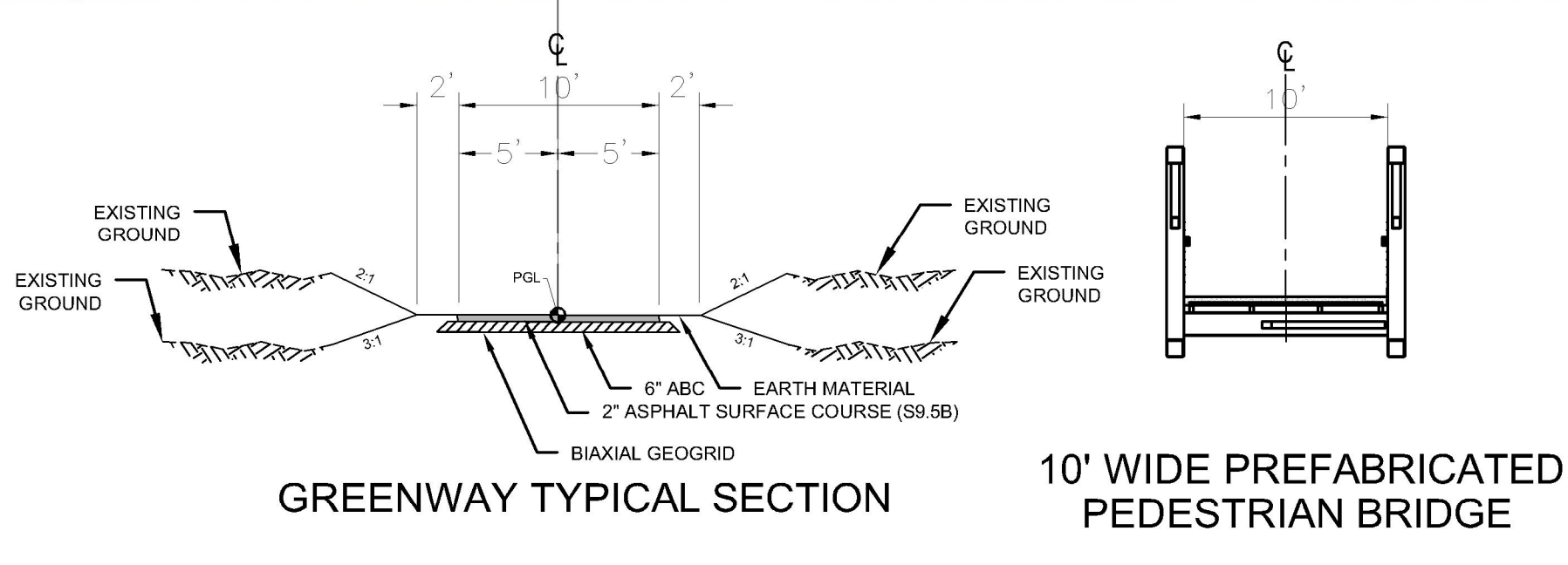
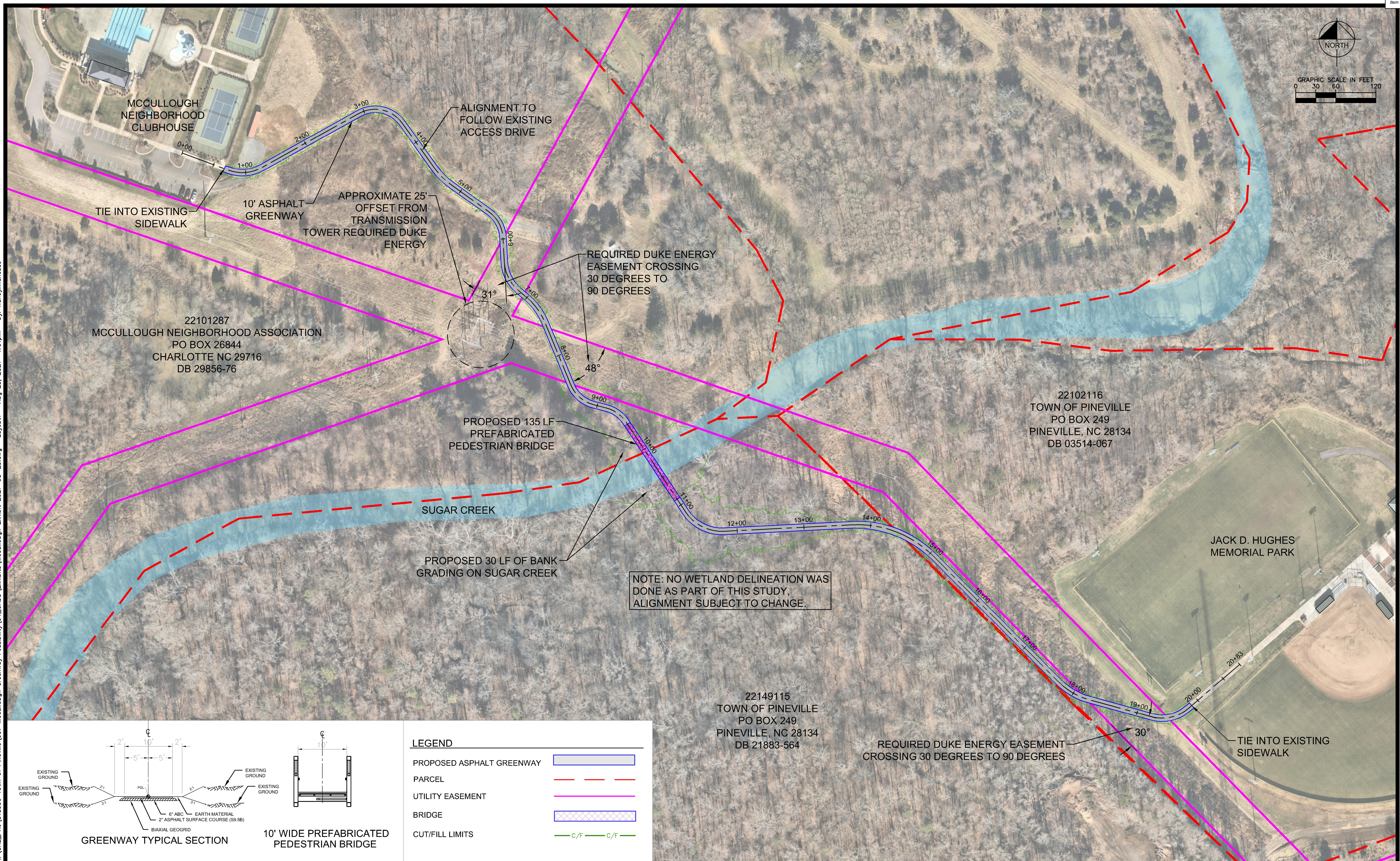
CONSTRUCTION COST \$ 1,705,250.00

Notes:

1. Cost opinion does not include costs for easement or ROW acquisition.
2. Cost opinion does not include cost for private utility relocations.
3. Study does not include wetland or stream delineation. Greenway alignment or mitigation fees subject to change based on location of wetlands.



Drawing name: K:\CHL_PRJ\018036 Town of Pineville\007 McCullough Greenway Feasibility\04_CADD\Exhibits\McCullough Exhibit 2021-08-23.dwg Layout1 Aug 23, 2021 4:01pm by nancymancauso



LEGEND

PROPOSED ASPHALT GREENWAY	
PARCEL	
UTILITY EASEMENT	
BRIDGE	
CUT/FILL LIMITS	

MCCULLOUGH NEIGHBORHOOD GREENWAY CONNECTION FEASIBILITY STUDY

DATE: 08-23-2021

SHEET 1 of 1

Kimley»Horn

NC LICENSE #F-0102
200 SOUTH TRYON STREET, SUITE 200 © 2021
CHARLOTTE, NORTH CAROLINA 28202
PHONE 704-333-5131

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 9/17/2021
Re: Old North State Baseball League Agreement

Overview:

Staff has worked with the Old North State Baseball League to reach an agreement for the use of Stadium 2 in the summer of 2022. Below are highlights from the Agreement:

1. The term is year to year with up to 2027. If the both parties determine they would like to extend this term a new contract will be drawn.
2. Season will be June 1 – July 31. Old North State will not have exclusive use of the field(s) during this time. Old North State will only be able to use Field 2.
3. Old North State agreed to compensate the Town for the use of the field at full cost. The Town can reevaluate the fees charged after each year to make sure we capture actual costs.
4. Old North State will be able to sale alcohol in a designated area.
5. The Town will sell concessions.
6. Old North State gets all admission, memorabilia, and alcohol revenue. The Town gets 30% of signage revenue.
7. The Town can not lease the field to any other competitive league during their time. Old North State can not put another team within 20 miles of Pineville.
8. Old North State has to have all applicable insurance.

LICENSE AND INDEMNIFICATION AGREEMENT

This LICENSE AND INDEMNIFICATION AGREEMENT (“License”) is made as of the date last signed (“Effective Date”) between the TOWN OF PINEVILLE, a municipality located in Mecklenburg County, North Carolina (“Licensor”) and OLD NORTH STATE LEAGUE, INC., a North Carolina corporation (“Licensee”).

RECITALS:

WHEREAS, Licensor owns certain land located at 330 Jack Hughes Ln in Pineville, NC, identified as Mecklenburg County tax parcel id 22102116, and commonly known as Jack D. Hughes Park (the “Park”), which has been developed into four (4) baseball and/or recreational fields (individually, “Field 1”, “Field 2”, “Field 3”, and “Field 4”), all of which are depicted and labeled on Exhibit A attached hereto and incorporated herein (the Park and all improvements thereon, and Field 2, collectively called the “Property”);

WHEREAS, Licensee desires to use the Property for the purpose of playing baseball games by teams in the Old North State League and related sale of concessions (which shall be provided by Licensor, pursuant to Section 7 herein), beer (which sale shall be restricted to the “Beer Garden Area” and designated areas in fan seating at Field 2, as depicted on Exhibit A), memorabilia, caps, fan ware (collectively, the “Purpose”), which games, including the dates therefore, are more specifically described on Exhibit B, attached hereto and made a part hereof (each a “Game” and together, the “Games”); and

WHEREAS, Licensor has agreed, subject to the terms and conditions more specifically set forth in this License, to grant to Licensee a limited license to use the Property for the Purpose.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals Incorporated Herein. The above recitals are incorporated in and made a part of this License as fully as if set forth verbatim herein.

2. Grant of License. Licensor grants Licensee, together with its agents, employees, contractors and invitees, a temporary, nonexclusive and limited license to use the Property for each Game that occurs between June 1st and July 31st (the “Baseball Season”) during each year between 2022 through 2027 (each a “License”). Each License shall be for a period of time ranging from between three (3) hours through nine (9) hours during the Baseball Season, generally consistent with the schedule set forth on Exhibit B (each such period of time being the “License Period”). Licensor (via the Director of Pineville Parks and Recreation, or its designee) and Licensee shall use good faith efforts to work together to determine the License Periods for the upcoming Baseball Season no later than December 15th in the calendar year of each Baseball Season. The intent of the License Period is to provide Licensee with sufficient time to set-up for each Game, play each Game, and, upon completion of the Game, to restore the Property as hereinafter required. The License granted hereunder is not intended to be a license to use or access the Property for any period of time that is not within each License Period. If any Game is cancelled, the License for that Game shall be deemed to be automatically revoked. Notwithstanding anything to the contrary herein, the parties agree that the Property is being licensed in its current “AS-IS” “WHERE-IS” condition and without representation or warranty by Licensor of any kind, express or implied, including that the Property is acceptable or fit for the Purpose.

3. Use. Licensee shall have the right to use the Property for each Game during each License Period for the Purpose and for no other purpose.

4. License Fee. For each License Period, Licensee shall pay a license fee (the "License Fee") for the Property. For the License Periods in the calendar year 2022, the License Fee shall be in the amounts designated in Exhibit B. The License Fee shall be payable by Licensee to Licensor in advance each calendar month during the Baseball Season, by no later than the fifth (5th) day of each month, and shall be made payable to Licensor in United States dollars and delivered to Licensor at the address specified herein or by such other method as Licensor may designate by written notice from time to time. Licensor shall have the right, in its reasonable discretion, to increase the License Fee after each Baseball Season for the upcoming Baseball Season by delivering written notice to Licensee of such increase no later than thirty (30) days prior to the start of each subsequent Baseball Season after the 2022 Baseball Season.

5. Revenue. Licensee shall be entitled to all revenues collected by Licensee in connection with the Games and Purpose; provided, however, that any revenue generated from the Signage (as defined in Section 7) shall be shared by Licensor and Licensee such that Licensee shall retain seventy percent (70%) of the Signage revenue and, no later than thirty (30) days following each Baseball Season, shall pay to Licensor the other thirty percent (30%) of the Signage revenue.

Nothing in this License grants, or is intended to grant, Licensee the right to use any the name or any trademarks, logos, designs or other intellectual property associated with Licensor (the "Marks"), and Licensor shall have the sole right to sell naming rights of the Property. Notwithstanding the foregoing, Licensee may, upon Licensor's prior written approval, use the Marks to be included in sponsorship, marketing and/or promotion material in connection with any Signage (as defined in Section 7) or advertising on Licensee's website in connection to the Purpose.

6. Maintenance. General maintenance and repairs of the Property shall be performed by the Licensor, and Licensor shall be responsible for the payment of all utilities (except for lighting) at the Property, and for providing concession services at each Game (except for alcohol); provided, however, Licensee shall be solely responsible for the costs and maintenance associated with any Signage (as defined in Section 7), and/or services or property it contracts for, including, but not limited to, Turface, extra bleachers, added rental times, etc. Licensee shall notify Pineville Parks and Recreation of any damage to the Property or Park within twenty-four (24) hours of such damage, normal wear and tear excepted. If it is determined by Parks and Recreation, in its sole discretion, that the damage resulted from use associated with this License, Games, and/or Purpose, Licensee shall be solely responsible for the expense of returning the Property and/or Park to the condition immediately prior to the damage having occurred.

7. Improvements. Licensee shall make no alterations of improvements to the Property which will permanently alter the Property without the prior written consent of Licensor, which consent may be withheld or conditioned in Licensor's sole discretion; provided, however, during each Baseball Season, Licensee shall have the right to hang temporary advertising and sponsorship signs (the "Signage") on the fences of Field 2 at Licensee's sole cost and expense for the duration of each Baseball Season, so long as Licensee removes the Signage at the expiration of each Baseball Season in accordance with Section 11. Any improvements or alterations to the Property performed by the Licensee pursuant to this Section 7 will become the property of the Licensor at the expiration of each Baseball Season.

8. Insurance. For each Baseball Season Licensee shall, at its own cost and expense, keep in force and effect adequate public liability insurance under the terms of a commercial general liability policy (occurrence coverage) in the amount of not less than \$1,000,000.00 coverage and with such company(ies) licensed to do business in the State of North Carolina with a Best's Key Rating of at least A-/VIII and naming Licensor as an additional insured. Such insurance shall include, without limitation, personal injury, liquor liability and contractual liability coverage for the performance by Licensee of the indemnification obligations hereinafter set forth. Licensee is fully responsible for obtaining insurance for its respective personal property. Licensor shall not be responsible for Licensee's possessions and personal properties on

the Property. Licensee shall furnish to Licensor copies of policies and certificates of insurance naming Licensor as additional insured and evidencing the required coverages prior to the start of each Baseball Season. Licensee shall require all contractors, subcontractors, vendors, agents and service providers, including any beer vendors and any food truck vendors, participating in any Game to comply with the requirements set forth herein, including providing certificates of insurance naming Licensor as an additional insured. Notwithstanding anything to the contrary herein, the parties agree that the License shall be deemed automatically revoked if Licensee fails, at any time, to comply with the insurance obligations set forth herein, including failing to provide the certificates of insurance naming Licensor as an additional insured.

9. Indemnity. Licensee shall fully defend, indemnify, protect and save Licensor (including its officers, directors, trustees, agents and employees) harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all costs and expenses thereof (including without limitation reasonable attorneys' fees) of every kind and character arising, or alleged to arise, out of or in connection with (i) any default by Licensee hereunder; and/or (ii) any act, omission, event, condition or casualty of Licensee, or any of Licensee's agents, employees, contractors, subcontractors, service providers, vendors and invitees, including any injury to persons (including death) in connection with the use of the Property. Notwithstanding anything to the contrary herein, the indemnification obligations set forth herein shall survive the expiration or termination of this License.

10. Protection Against Liens. Licensee shall do all things necessary to prevent the filing of any mechanics', materialmen's or other types of liens whatsoever, against all or any part of the Property by reason of any claims made by, against, through or under Licensee. If any such lien is filed against the Property, Licensee shall cause the same to be discharged of record within ten (10) days. If Licensee shall fail to discharge such lien within said time period, then Licensor may, at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due. If Licensor acts to discharge the lien, then Licensee shall immediately reimburse Licensor for all sums paid and all costs and expenses (including reasonable attorneys' fees) incurred by Licensor involving such lien. Notwithstanding anything to the contrary herein, the obligations and rights set forth herein shall survive the expiration or termination of this License.

11. Operation of Games; Condition Upon Surrender. Licensee agrees that its use of the Property shall at all times comply with all health and safety protocols provided for by NCDHHS, CDC, Mecklenburg County, Town of Pineville, and any other applicable state or local officials in order to ensure the safety for Licensee's participants and spectators, and all legal requirements, including laws, ordinances, orders, and regulations of any lawful authority having jurisdiction over the Property and over the Games, and to retain and maintain all necessary and applicable permits relating the Games or Purpose. Licensee agrees to take all action reasonably necessary to ensure the Games are organized and operated in a healthy, safe and efficient manner, including providing sufficient restroom facilities, trash receptacles and trash removal, lighting, parking and security and traffic control officers. Licensee shall monitor the conduct of all of its agents, employees, contractors and invitees, including providing for professional security services, at its sole cost and expense, for the Beer Garden Area, and as otherwise necessary as reasonably determined by the Licensor. Prior to the expiration of each License Period, Licensee shall restore the Property to the condition that existed prior to the commencement to each such License Period, including removing all of Licensee's tents, seating, staging, lighting and trash; provided, however, Licensee shall be entitled to provide additional bleachers on the Property, at its sole cost and expense, and such bleachers shall be removed immediately after the expiration of each Baseball Season.

12. Representations and Warranties. Licensee represents and warrants unto Licensor that (i) it has full right and authority to execute, deliver and perform under this License, including satisfying the insurance and indemnification obligations set forth herein; (ii) the person executing this License is

authorized to do so; and (iii) upon request by Licensor, such person will deliver to Licensor satisfactory evidence of his or her authority to execute this License on behalf of Licensee.

13. Assignment, Transfer, Sublicense. Licensee shall not assign, transfer, sublease or sublicense all or any part of the Property.

14. Licensor’s Right of Entry. Licensor, and those persons authorized by it, shall have the right to enter the Property during any License Period at any time and without notice to Licensee.

15. Termination Right. Licensor shall have the right to terminate this License (i) with or without cause, on thirty (30) days prior written notice to Licensee; and (ii) immediately upon any breach of this License by Licensee.

16. Restriction. The Licensor agrees that it will not lease the Property to another baseball team that is a direct competitor to the Licensee in the Town of Pineville during any Baseball Season. Notwithstanding the foregoing, during the Baseball Season or at any time (so long as it does not conflict with the Games on the Property), Licensor may lease or otherwise allow other users to use the Park, Field 1, Field 2, Field 3 and/or Field 4. Further notwithstanding the foregoing, Licensor may use Field 2, or any area of the Park, for parks and recreation league games and weekend tournaments put on or sanctioned by Licensor at its sole discretion. Licensee shall not, during any Baseball Season, establish another baseball team within a twenty (20) mile radius of Pineville, NC.

17. Notices. All notices provided for in this License shall be in writing and shall be deemed to be given when sent by prepaid registered or certified mail to the parties at the addresses listed below.

<p>Licensor:</p> <p>TOWN OF PINEVILLE Attn: Matthew Jakubowski, Parks and Recreation Director 200 Dover Street Pineville, NC 28134</p>	<p>Licensee:</p> <p>OLD NORTH STATE LEAGUE Attn: Alec Allred, Director of Baseball Operations 456 Brady Street Ext Ramsuer, NC 27316</p>
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18. Additional Terms.

(a) This License contains the complete agreement of the parties regarding the terms and conditions of the License of the Property, and there are no oral or written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated herein.

(b) The invalidity of any provision of this License as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(c) Time is of the essence with respect to the obligations to be performed under this License.

(d) The parties each represent and warrant that it has not dealt with any broker in connection with this License.

(e) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Each party’s consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such

party's consent to or approval of any subsequent act by the other party.

(f) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(g) This License shall be governed by the laws of the State of North Carolina.

(h) In the event of any proceeding, claim or action being filed or instituted between the parties with respect to this License, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with that action or proceeding upon the controversy being reduced to final judgment or award.

(i) This License may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this License, under seal, as of the Effective Date.

Licensor:

Licensee:

TOWN OF PINEVILLE

OLD NORTH STATE LEAGUE, INC.

By: _____ [SEAL]

By: _____ [SEAL]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DEPICTION OF THE PROPERTY



EXHIBIT B

LICENSE PERIOD AND LICENSE FEES FOR 2022 BASEBALL SEASON

DESCRIPTION	HOURS	RATE	AMOUNT
Jack Hughes Park			
June/July 2022			
June 2nd Practice Day	3	\$ 35.00	\$ 105.00
Single Game Days 4pm-10pm (6hrs)	54	\$ 35.00	\$ 1,890.00
6/7, 6/9, 6/16, 6/28, 6/30, 7/12, 7/14, 7/21, 7/26			
Doubleheaders: 1pm-10pm (9 hrs)	27	\$ 35.00	\$ 945.00
6/14, 6/21, 7/19			
July 9th All Star Game/Home Run Derby: 2pm-10pm	8	\$ 35.00	\$ 280.00
July 29th Tournament 2 games: 1pm-10pm	9	\$ 35.00	\$ 315.00
July 30th Tournament Final: 5pm-10pm	5	\$ 35.00	\$ 175.00
Field Preps	20	\$ 30.00	\$ 600.00
Lights are billed after season. \$20 per hour.	40	\$ 20.00	\$ 800.00
Total			\$5,110.00

September

2021



Town of Pineville

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

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October

2021



Town of Pineville

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 PUBLIC POWER WEEK	5 PUBLIC POWER WEEK	6 PUBLIC POWER WEEK	7 PUBLIC POWER WEEK	8 PUBLIC POWER WEEK	9
10	11	12	13	14	15 FALL FEST	16 FALL FEST
17	18	19	20	21 EARLY VOTING BEGINS @ PCS	22	23
24	25 6:30 COUNCIL MTG	26	27	28	29	30 ANNUAL POTATO DROP 9 – 12PM
31						