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AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag (*ES*)

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. Approval of the Minutes of September 12, 2023 Town Council and September 25, 2023 Work Session meetings.

BOARD REPORTS

2. Centralina COG Delegate (*Amelia Stinson-Wesley*)
3. Municipal Education Advisory (*Ed Samaha*)

CONSENT AGENDA

4. Holiday 2024 Calendar
5. Public Power Week Proclamation
6. Fire Prevention Week Proclamation
7. Resolution 2023-14 for Surplus Items
8. Proclamation - A Proclamation recognizing years of service and retirement of Detective Scott Stewart.
9. Resolution 2023-15 declaring Detective Scott Stewart's badge and weapon as surplus

PUBLIC COMMENT

PUBLIC HEARING - none

OLD BUSINESS

10. Social District Ordinance (*Travis Morgan*) - **ACTION ITEM**
11. Reaffirming Cone Mill Parcel and other Town parcel designation(s) - (*Ryan Spitzer*) - **ACTION ITEM**

NEW BUSINESS

- [12.](#) Budget Amendment 2024- 02 (*Chris Tucker*) - ***ACTION ITEM***
- [13.](#) Bid Approval for paving contract (*Chip Hill*) - ***ACTION ITEM***
- [14.](#) Award of Purchase of High Voltage Underground Cables (*David Lucore*) - ***ACTION ITEM***
- [15.](#) MOU with Gvest for development of Cone Mill Site (*Travis Morgan*) - ***ACTION ITEM***

MANAGER'S REPORT

- [16.](#) 150th Anniversary Celebrations update (*Lisa Snyder*)

MONTHLY STAFF REPORTS

- [17.](#) Public Works
 - Human Resources
 - Parks & Rec
 - PCS
 - Police

CALENDARS FOR COUNCIL

- [18.](#) November

CLOSED SESSION - none

ADJOURN

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



TOWN COUNCIL REGULAR MEETING
TOWN HALL COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 12, 2023, AT 6:30 PM

MINUTES

CALL TO ORDER

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

Mayor: Jack Edwards
 Mayor Pro Tem: Ed Samaha
 Council Members: Amelia Stinson-Wesley, Chris McDonough, Les Gladden
 Town Manager: Ryan Spitzer
 Town Clerk: Lisa Snyder

PLEDGE ALLEGIANCE TO THE FLAG

Mayor Jack Edwards led everyone in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Jack Edwards asked for a moment of silence for David Phillips, who has been a council member for several years; he lost his brother last Thursday, and also Travis Morgan lost his stepmother and his father in the last month and a half. Please remember the Phillips' family and Travis in your prayers. Remember the anguish that everyone goes through. Also, Jack Morris, Al Baskins' cousin, and Lt. Boyter's father who recently passed.

ADOPTION OF AGENDA

Mayor Pro Tem Ed Samaha made a motion to accept the agenda as presented, with a second made by Council Member Chris McDonough. All ayes. (**Approved 4-0**).

APPROVAL OF MINUTES

The Minutes of the Town Council Meeting on August 8th, 2023, the Work Session on August 28th, 2023, were submitted for approval. Mayor Pro Tem Samaha moved to approve the minutes with a second made by Council Member Gladden. All Ayes. (**Approved 4-0**)

CONSENT AGENDA

Consent Agenda items, Proclamations for Constitution Week and Resolution 2023-13 for Surplus items were approved by a motion made by Mayor Pro Tem Samaha with a second made by Council Member McDonough. (**Approved 4-0**)

AWARDS & RECOGNITION

Mayor Edwards welcomed and presented a badge to our newest Police Officer Malik Harris and Colin Soper. Photos were taken to celebrate them as new police officers for the Town of Pineville. Chief Hudgins announced that we are one person down and we're training as fast as we can. He wanted to thank the Captain for his leadership to get sixteen people hired.

While our crime is down 4.3% which he thinks is pretty amazing. He also thanked Council for all of their support and giving bonuses. He also thanked Sgt. Wright and Corporal Lindsey for their work. We have a great town to work in with a lot of support from our residents.

Council Member Gladden recognized the following Public Works employees: Travis Bennett, Joey Wheeler, Harley Wallace, and Marcus Ashworth. He asked how many like the flowers downtown. Those four gentlemen took care of them all summer and took turns coming in on the weekends to water them and take care of them and got no recognition for it. Chip Hill is their supervisor at Public Works, if you would please tell him to pass those words on to them.

BOARD REPORTS & PUBLIC COMMENT

Pineville Parks and Rec, Christine Turner. Christine has lived in Pineville since 2017, has served on the board for two years and as chair for the past year. The Parks and Rec department continue to do an amazing job. Some of the notable updates include the Splash Pad where they've added some more benches, there's more shade and have replaced some grassy areas with concrete to make it cleaner. We had a successful Arts in the Park event with over 70 vendors. It was a big success. We are having our first ever 4-Miler Race, on September 23rd, will take place on the new stretch of the greenway. She highlighted continue growth of the sports. Soccer has gone up from 131 to 147 participants. 40% of those are Pineville residents.

Staci McBride, Pineville Neighbors Place. Ms. McBride appreciates the generous ARPA Grant that council awarded them a year ago. In the last half of 2022 and first half of 2023, they were able to help over 360 people because of the grant, 80% of those helped, are families with children. This was 142 households in total. For our schools we participated in campus beautification project, we provided over 1,400 backpacks for the 2023-2024 school year. Many thanks to everyone in the community for their help. We also support faculty and staff at the schools. We provided over 17,000 lbs of food in this time period; that fed over 1,800 people throughout the community. They also started a brand-new program in March and provided up to 30 families per month with fresh produce. They are very excited about this new program. The Annual Potato Drop is scheduled for Saturday, October 14th at 9:00 am in the Carolina Place Mall parking lot behind Dillard's and across from Sam's Club.

Debby Brown, Pineville resident. She stated that she has an issue with Code Enforcement. On August 3rd a company started putting in replacement windows in her home and they placed a sign in her yard showing it was their work. They left the sign in her yard while they waited for a window to be shipped. She had no idea it was in violation of Code. On August 8th, she was sitting on her front porch in the morning and saw a guy walking up the sidewalk on the other side of the street coming from the Mill parking lot, he crossed over to her side of the street, walked passed her and pulled up the sign and started walking back the way he came, never acknowledging her at all until she asked him what he was doing. He introduced himself and said he had numerous complaints about the sign. He told her that he had sent her a letter on Monday, but because of the number of complaints he had received, he was taking the sign. She had not received the letter and had no idea she was out of compliance, and she wasn't going to let him take the sign. She proceeded to tell him that the work was not going to be complete until Thursday and the company would take the sign then. He said he needed to take the sign, but she wouldn't give the sign back to him. He walked back to the Mill parking lot where he had parked. If he was removing a sign in my yard, he should have parked in front of her house, knocked on her front door and let him know what was going on. This is good common sense. You need to have respect and consideration for others. She didn't feel that she was given either. Just taking something out of her yard that doesn't belong to you is theft. This puts her in an awkward position with the company. She can't believe that there were that many complaints about one sign. In her opinion, complaints should not be anonymous. If something bothers you enough to complain to the Town, own up to it.

Mayor Edwards asked Travis Morgan to follow-up with her on this.

John Holobinko, Chamber President. Mr. Holobinko said that the Chamber is having a business community event in early October (the second Wednesday) where they have invited the mayoral and town council candidates to share their views on business in Pineville. This is the first event of this kind for them, and they are excited about it. Since it's a Pineville Chamber event, it's open to attendance only by businesses and by pre-registration only and it's posted on their website. They have enhanced their website events calendar and these events can get additional exposure. Thanks for Matt and the Pineville Parks and Rec for working with them on it. In November they will be again doing Christmas photos with the vintage truck and Santa Claus. All of the proceeds will benefit Pineville Neighbors Place and Hope Faith Soccer Ministries. More will be coming on the next month or so.

PUBLIC HEARING

There was no public hearing.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Transformers for Coventry Site, David Lucore. The Coventry subdivision has 166 single-family homes and will require 21, 50 KVA, and 1, 75 KVA pad-mounted transformers. Staff solicited formal bids and he is recommending to award this bid for a total price of \$203,389.00 to JST Power and Equipment. Delivery time is 30 weeks. The size of the transformers are 3 feet x 3 feet. They're small and you only see in residential.

Council Member Gladden moved to approve the purchase with a second made by Council Member McDonough. All ayes. **(Approved 4-0)**

Greenway to McCullough, Ryan Spitzer, Matt Jakubowski, and Tori Golaszewski. Mr. Spitzer said that this process has been going on for over a year now. We went through the bidding twice since there were only two bidders. The low bidder was Eagle Wood, and their bid was for \$1.5 million dollars. The two big drivers in that bid were \$495,000 for the concrete boardwalk and \$444,000 for the 10 feet x 100 feet long bridge that will span Sugar Creek. We won't have any pedestrian or traffic through here. Ms. Golaszewski, with Kimley Horn, said that it's a 365-day contract time. Mr. Spitzer added that once we give them the approval to proceed, they will begin procuring the goods for going forward.

Mayor Pro Tem Samaha moved to accept the contract with Eagle Wood with a second made by Council Member Stinson-Wesley. All ayes. **(Approved 4-0)**

Manager's Report. Mr. Spitzer complimented Public Works and the contractor for getting Lowry Street opened before school started. They did a good job, and it did improve the traffic there. They're finalizing the signals there and that should be done this week. We're getting to the end of the Lynnwood/Lakewood project. We're finalizing some curb and gutter that was put in wrong. Once they get the curb and gutter done, they'll finish that project.

We have procured a company to do the fountain, but they can't get started until after the December 2nd Christmas Tree Lighting. It will take them six months to complete it and it should be ready for next summer.

The Planning Board will be meeting next week, September 20th, and discussing the social district. Since it's a new ordinance, the Planning Board needs to review it.

PCS Board will be meeting this Thursday, at 3:30 pm in the council chambers.

We met with Stewart Cooper Newell on the utility yard feasibility study and space needs on the Grower’s Outlet site. We will progress with that soon. Edifice is working with them to do the SD drawings. Once they get those drawings, they will price it out and bring it back in front of council in approximately sixty days from now.

Council Member Gladden asked for an update on the Johnston Road project. Mr. Spitzer replied that we have to move a water line, NCDOT requires that we move a signal. We have to obtain right of way easements. Chip Hill is getting a surey for that and getting a temporary easement.

Town Clerk Lisa Snyder gave council an update on the 150th anniversary. Items have been ordered to be given away. Anyone who attends the Fall Fest can come to our tent to get a ticket for one of three chances for a Town of Pineville gift package. We will have one winner from each day’s drawing. Some local businesses have donated gift cards to go with the packages. Those include BJ’s, who donated 150 cupcakes, in honor of he 150th and will be given away on Saturday, October 21st. Last, but certainly not least, a Barney Fife impersonator will be here on Saturday, October 1st, from noon to 4:00 pm handing out police stickers and taking photos will people who visit the old jail cells. The committee is very excited to have him.

ADJOURNMENT

Council Member Stinson-Wesley made a motion to adjourn followed by a second made by Council Member Gladden. **(Approved 4-0)** The meeting was adjourned at 7:06 pm.

Jack Edwards

ATTEST: _____
Lisa Snyder, Town Clerk



**WORK SESSION MINUTES
MONDAY SEPTEMBER 25, 2023 @ 6:00 PM
TOWN HALL COUNCIL CHAMBERS**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, September 25, 2023 @ 6:00 p.m.

ATTENDANCE

Mayor: Jack Edwards
 Mayor Pro-Tem: Ed Samaha
 Council Members: Amelia Stinson Wesley, Les Gladden & Chris McDonough
 Town Manager: Ryan Spitzer
 Planning & Zoning Director: Travis Morgan
 Town Clerk: Lisa Snyder

CALL TO ORDER

Mayor Jack Edwards called the meeting to order at 6:00 p.m. and said that this meeting is all informational only and comments will come from council only.

DISCUSSION ITEMS:

Expansion of Jack Hughes Park. Parks and Rec Director, Matt Jakubowski, began the discussion of producing a preliminary site plan for the expansion of Jack Hughes Park. Multipurpose field space, and to some extent baseball field usage, has grown outside of what the Town's spaces can handle. Mr. Jakubowski feels that the Town would get more impact from multipurpose fields. Town Manager Ryan Spitzer added that this project is included in the current budget, and we can start the process for the expansion in the future, and he shared with Council options 1A, 1B and 2 for comparison.

Mr. Jakubowski recommended that given the increase in field usage primarily for multipurpose fields, the site plan with four multipurpose fields and no additional baseball fields would be the best option for the Town. Council Member Les Gladden asked what the difference is between grass and turf. Mr. Jakubowski said that he would get that for him.

Town Manager Ryan Spitzer added that we can't build anything past the encroachment, which is reflected on options 1A and 1B. Most of the cost comes down to the cost of the retaining wall, where the community encroachment line is. We can't build anything beyond this encroachment.

Mr. Jakubowski said that he can vision a lot more out of these fields if we have more multi-purpose fields. Every weekend the fields are 100% packed. Mayor Pro Tem Ed Samaha asked what the timeframe is, and Mr. Spitzer replied that with the projects coming up, it is projected at five or six years unless we can get a grant. Adding four multipurpose fields we can get more tournaments. From a Town's perspective, does council want to get more people in town with the multipurpose fields, this may be the better way to go. If they want to let baseball or softball not go from 8 am to 10 pm and have another field to use at the same time, we can put a baseball field in. We aren't going to get any more tournaments to come in with just one field.

Mr. Jakubowski summarized that they are going to fill it and recreate it whether it's a baseball field or multipurpose. He wanted to share where they're headed with council. Council Member Gladden asked that he research the turf issue and realize that there is maintenance to it.

Palmetto State Armory. Planning Director Travis Morgan said that Palmetto State Armory wants to bring in a gun range in the B4 zoning district, where Office Depot is currently located, across from Carolina Place Mall. If it is approved as proposed, it would be conditional. Part 1 is the text amendment portion. He further outlined items A through I with regard to the Pineville Zoning Ordinance 6.5.23 (New) with council. The district does provide for gun sales, but not for a gun range.

These tend to be located in B and C level commercial zoning districts. The proposal does not allow indoor gun ranges by right but proposes site plan approval process. General building code does not seem to address bullet stop systems. It appears to be governed by business and insurance needs. Building standards have been pulled from other sources and included in the conditional standards proposes as in section 6.5.23. The first part is specifically for the text amendment and not related to any particular business.

Mayor Pro Tem Samaha asked if there are any concerns of the businesses nearby with the police. Mr. Morgan answered that the initial feedback was that Spare Time was opposed, as expressed in an email, due to the bullet containment system.

Mayor Edwards asked about classifications. Mr. Morgan answered that gun sales are permitted in there under general classification for retail sales. Palmetto has dedicated, NRA-certified employees who are devoted to each range. There is constant oversight. They are not just typical retail employees.

Part II is site specific conditional only. This is the existing Office Depot at 9610 Pineville-Matthews Road. This is a prime commercial location and sidewalks and pedestrian enhancements are much needed. Future developments adjacent to this site may be limited. Building elevations are a start and will need to be refaced, such as Town Hall brickwork and the overlay district. This is the first proposal for consideration. Since it's site specific, It does not go in front of the Planning Board but since it's two-part, the text amendment has to be approved first before we get to the site-specific portion.

Blue Heron – 404 Main Street. Mr. Morgan stated that this is for 4.8 acres across from Town Hall. The proposed height varies from 46.8 feet to 64.8 feet and four to five stories. The proposal includes 174 apartments maximum, 97 one-bedroom, 69 two-bedroom, and 8 three-bedroom apartments. They are requesting an allowance of 1.81 parking spaces per unit. This is conditional for two main reasons: (1) due to the height of the building and (2) for the apartment use in there. We do allow mixed use to include offices, commercial use, and some housing, as well, in this district.

The applicant noted that they have made density and height reductions. Between May 2023 and September 2023, there has been a reduction from 294 to 174 units and five stories down to four stories.

Their transportation engineer presented the transportation component to council.

Kathleen Rose, Rose Associates, discussed the comprehensive plan and said that the primary lifestyle group are midtown singles, educated, and the apartments will be just under \$2,000 per month for rent. She added that the economic impact is over \$11,000 in tax revenues to the town. Council Member Gladden replied to the quality-of-life element. He does not believe that the quality of life will be improved by the residents who own homes and live in the surrounding area due to the increased traffic that this will create. He added that our problem is Highway 51. Our dynamic is not South End or Noda. We are different.

Council Member Amelia Stinson-Wesley is seeing an increase in traffic, and this would only impact them further.

Council Member Stinson-Wesley made a motion to adjourn followed by a second made by Council Member Gladden. Motion carried.

The Mayor adjourned the meeting at 7:45 pm.

Jack Edwards, Mayor

ATTEST:

Lisa Snyder



TOWN COUNCIL AGENDA ITEM

MEETING DATE: 10/10/2023

Agenda Title/Category:	New Business		
Staff Contact/Presenter:	Ryan Spitzer Linda Gaddy back up		
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:
Background:	Same Holidays as last year. For use internally and officially closed days for Offices		
Discussion:			
Fiscal impact:	None		
Attachments:	2024 Holiday Calendar. pdf		
Recommended Motion to be made by Council:	Approve the 2024 Town Holiday Calendar		

2024 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2024	Monday
Martin Luther King, Jr. Birthday	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Memorial Day	May 27, 2024	Monday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veterans Day	November 11, 2024	Monday
Thanksgiving	November 28 & 29, 2024	Thursday & Friday
Christmas	December 24, 25 & 26, 2024	Tuesday, Wednesday & Thursday



**PINEVILLE TOWN COUNCIL
PROCLAMATION
DECLARING OCTOBER 1 – 7, 2023
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 1st through October 7th, 2023, 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 October in the year of our Lord two thousand and twenty-three.

Mayor Jack Edwards

Proclamation

Fire Prevention Week 2023

WHEREAS, the Town of Pineville, North Carolina is committed to ensuring the safety and security of all living in and visiting Pineville; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,580 people in the United States in 2020, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half and Pineville residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Pineville residents who have planned and practiced a home fire escape plan are more prepared, and are therefore more likely to survive a fire; residents should practice their home fire escape drill at least twice a year, during the day and at night; and

WHEREAS, Pineville residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half and should be installed in every sleeping room, outside each separate sleeping area, and on every level of the home; when the smoke alarm sounds, every occupant of the home should respond by going outside immediately to the designated meeting place; and

WHEREAS, Pineville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; our residents are responsive to public education measures and can take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention Week theme, "**Cooking safety starts with YOU. Pay attention to fire prevention,**" works to educate everyone about simple but important actions they can take, including preparing a home fire escape plan, to keep themselves and those around them safe from home fires.

NOW, THEREFORE, I, Jack Edwards, Mayor of the Town of Pineville, do hereby proclaim October 8-14, 2023, as "**Fire Prevention Week**"

in the Town of Pineville, and I urge all citizens to plan and practice a home fire escape and to support the many public safety activities and efforts of the Town of Pineville and surrounding area fire and emergency services.

PROCLAIMED this ____ day of October 2023.

Jack Edwards, Mayor



RESOLUTION NO. 2023-14

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 October, 2023.

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#	Misc.	How Disposed	Eff. Date
Public Works	1GCEK19v57E162336	2007 Chevy Silverado White 220,000 miles	Online Auction	9/10/23

**PROCLAMATION
RECOGNIZING NINETEEN AND A HALF YEARS
OF DEDICATED SERVICE BY POLICE DETECTIVE,
SCOTT STEWART TO THE TOWN OF PINEVILLE**

WHEREAS, the efficiency and effectiveness of a local government operation depends on the capability and reliability of skilled men and women employed in many essential areas and especially in public safety; and

WHEREAS, the professionalism and responsiveness of public safety officers and the execution of their responsibilities in protecting the health, safety and welfare of its citizens is crucial to the success of the organization; and

WHEREAS, Scott Stewart's career with the Pineville Police Department began in April of 2004, when he took the oath as a police officer and eventually lateralling into a detective position; and

WHEREAS, Prior to Scott Stewart's career with the Pineville Police Department, he served as a sworn police officer at UNCC Campus Police and as a Mecklenburg County Sheriff's Deputy, bringing with him 7.5 years of sworn police experience to the Town of Pineville when hired; and

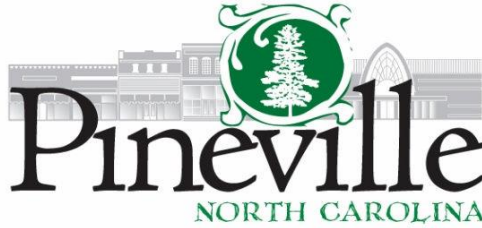
WHEREAS, Scott Stewart deserving of recognition for his service as a full-time sworn police officer for the Town of Pineville for the last 19.5 years; and

NOW, THEREFORE, WE, THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINEVILLE, DO PROCLAIM:

Wednesday, November 1, 2023, as the first official day of your retirement and in appreciation for your loyal and dedicated service to the People of the Town of Pineville, we, the members of the Pineville Town Council, present this to you in recognition of your 19.5 years of sacrifice and service to this community.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Great Seal of the Pineville to be affixed this 10th day of October in the year of our Lord two thousand twenty-three.

Mayor Jack Edwards



RESOLUTION NO. 2023-15

**RESOLUTION OF THE TOWN OF PINEVILLE, NORTH CAROLINA
RECOGNIZING THE SERVICE OF POLICE DETECTIVE, SCOTT STEWART
DECLARING HIS SERVICE WEAPON AND BADGE AS SURPLUS AND
AWARDING THEM TO HIM UPON HIS RETIREMENT**

WHEREAS, N.C.G.S. 20-187.2 authorizes governing boards of law enforcement agencies to award retiring officers with their badge and service weapon; and

WHEREAS, Detective Scott Stewart served on the Pineville Police Force from 04/16/2004 until his retirement on 11/01/2023 as Police Detective; and

WHEREAS, The Pineville Town Council has declared his service weapon, a Glock 9mm, model 17, Generation 4, Serial #UHF-253 and his Detective’s Badge as surplus and awarded these items to him on the occasion of his retirement;

NOW, BE IT FURTHER RESOLVED that Detective Scott Stewart be recognized for his dedicated service in protecting the rights and freedoms, as well as ensuring the safety of the residents of the Town of Pineville.

Adopted this 10th day of October 2023.

Jack Edwards, Mayor

ATTEST:

Lisa Snyder, Town Clerk



TOWN COUNCIL AGENDA ITEM

MEETING DATE:

Agenda Title/Category:	Social District Ordinance		
Staff Contact/Presenter:	Travis Morgan		
Meets Strategic Initiative or Approved Plan:	Yes	No x	If yes, list:
Background:	<p>The Downtown Merchants approached the Town about setting up a Social District Downtown. There were some questions about safety so staff decided to instead present the Ordinance for Adoption and then have the merchants come in at a later date for approval of the District. The Planning Board voted 3-1 in favor of the Ordinance. After the adoption staff will work with the Downtown Merchants to finalize design of the logo. The town will also refine and work on the the Safety Plan.</p>		
Discussion:	<p>Town Council can:</p> <ol style="list-style-type: none"> 1. Adopt the Ordinance 2. Table Discussion to another meeting 3. Vote to reject the Ordinance 		
Fiscal impact:	None		
Attachments:	<p>Proposed Ordinance Staff Report Memo from PD on Safety Plan</p>		
Recommended Motion to be made by Council:	Approve the Adoption of of an Ordinance to create one or more Social Districts in Pineville.		

WORKSHOP MEETING

Pineville

PLANNING & ZONING

To: Town Council
From: Travis Morgan
Date: 10/10/2023
Re: Pineville Social District (*Public Hearing/Action Item*)

UPDATE:

Planning Board held a meeting on 9/21/2023 to consider the proposal. Planning Board recommended the proposal 3-1. It was noted district signage and logos are needed. Required district signage will be part of Town public signage and not count against any business allotment. Planning Board also recommended any future commercial component of 404 Main Street and Cone Mill to be included in the District.

The District signage and/or District graphics along with the District map exhibit are proposed to be brought back to Council at a later date.

BACKGROUND:

Sara Longstreet of Carolina Scoops proposes a Town Code Ordinance to allow a Pineville Social District in accordance with recently adopted state law. State law has enabled towns to create social districts under prescribed conditions. A social district is a defined outdoor area where alcoholic beverages, sold by an establishment licensed for the sale of alcoholic beverages for on-premises consumption, may be consumed. Ms. Longstreet on behalf of the Main Street merchants wishes to establish a district in Downtown Pineville to better Pineville businesses and community in accordance with state law. She notes growing adoption of social districts though municipalities in our area and across the state.

PROPOSAL:

See attached ordinance proposal. Businesses can choose to participate in the district or choose to not participate in the district. See ordinance district map for area of the proposed district for consideration. Proposed times and dates are year-round, Monday through Sunday, and between the hours of 12pm (noon) to 10pm.

STAFF COMMENT:

Social districts are a newer ordinance allowance that allows participants to open carry alcoholic beverages within a designated area. Individual businesses are still required to abide by state law and have valid alcohol licenses and oversight. It is used as a tool to help facilitate social and economic vitality within areas of high pedestrian activity and existing or desired restaurants and bars. This seems to support the land use and economic development sections within the Comprehensive plan. Staff recommends the proposal as consistent with adopted plans.

Pros: Social districts can create economic development and tourism opportunities and supports our local businesses.

Cons: There are conditions from the state law that must be followed, and the town will be required to administer the program.

NEXT STEPS:

If the proposal has support; a district map, signage, and graphics will need to be designed and made. This includes the logo, district entry signs, and business participant/non-participant signs to be displayed at individual businesses. These are proposed to be brought back to Council once complete at a future meeting.

PROCEDURE:

The proposed ordinance has been advertised for a public hearing. This follows normal legislative hearing process. Upon the closing of the public hearing council may at their discretion vote on the proposal. As part of any vote a yes vote finds the proposal consistent with adopted plans. For any no vote finds the proposal not consistent with adopted plans as described above or otherwise as discussed.



ORDINANCE 2023-03
An Ordinance to Establish a Pineville Social District

WHEREAS, NCGS § 160A-205.4 and 18B-300.1 allow that a city may adopt an ordinance designating one or more social districts,

WHEREAS, nothing herein supersedes or replaces any other state or federal law or relieves any participant from acts prohibited in NCGS 18B-300-309,

WHEREAS, a Pineville Social District(s) shall be created and maintained in a manner that protects the health and safety of the general public,

NOW THEREFORE, BE IT ORDAINED by the Pineville Town Council the Pineville Social District(s) is/are created as follows:

1. Purpose and Intent

- (a) Pursuant to the provisions of North Carolina General Statute 160A-205.4, et seq and 18B-300.1, one or more Social Districts may be created within the town and the Town hereby creates and designates the Pineville Social District(s), hereafter “Social District” as shown on *Exhibit A*.
- (b) The Social District shall be created, designated, and managed in accordance with the requirements contained in North Carolina General Statute 160A-205.4 and Chapter 18B, as may be amended, updated or adopted from time to time.
- (c) Any Permittee, Non-Permittee or Person who violates this ordinance, and any Permittee, Non-permittee or Person who aids, abets, encourages, assists in, or contributes to such violation, shall be subject to one or a combination of the following methods:

Permit revocation, suspension, or permanent ban. Any Permittee, Non-permittee or Person who violates any provision of this article may be subject to its Social District Permit being revoked or suspended, or permanently banned from participating in the Pineville Social District(s).

Civil Penalty. Any Person who violates any provision of this article may be fined by a civil penalty of \$100.00 per occurrence which may be recovered by the Town in a civil

action in the nature of a debt if the violator does not pay the penalty within 30 days from the date the violator is notified of the penalty. Any other service charges imposed by this article may be collected by the Town as a civil penalty in a civil action.

Equitable remedy. The Town may apply to a court of competent jurisdiction for an injunction, abatement order or any other appropriate equitable remedy.

2. Definitions

- (a) “Social District” means and refers to a defined area in which a Person 21 years or older may consume alcoholic beverages sold by a Permittee. A Social District may include both indoor and outdoor areas of businesses within or contiguous to the defined area. A Social District may include privately owned property, including Permittees and Non-permittee businesses, and multi-tenant establishments, as defined in G.S. 18B-1001.5, and public streets, crosswalks, or parking areas whether or not the streets or parking areas are closed to vehicle traffic.
- (b) “Permittee” means and refers to a Person holding any of the following permits issued by the North Carolina Alcoholic Beverage Control Commission established under North Carolina General Statute 18B-200.:
 - (1) An on-premises malt beverage permit issued pursuant to G.S. 18B- 1001(1).
 - (2) An on-premises unfortified wine permit issued pursuant to G.S. 18B- 1001(3).
 - (3) An on-premises fortified wine permit issued pursuant to G.S. 18B- 1001(5).
 - (4) A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
 - (5) A distillery permit issued pursuant to G.S. 18B-1100(5).
 - (6) A wine shop permit issued pursuant to G.S. 18B-1001(16).
- (c) “Non-permittee” means and refers to a business that is located in a Social District and does not hold an ABC permit.
- (d) "Person" means and refers to an individual, firm, partnership, association, corporation, limited liability company, other organization or group, or other combination of individuals acting as a unit.
- (e) “Customer” means and refers to a Person who purchases an alcoholic beverage from an ABC Permittee that is in a Social District.
- (f) "Premises" means and refers to a fixed permanent establishment, including all areas inside or outside the establishment, where the business has control through a lease, deed, or other legal process.
- (g) “Waiver” means and refers to businesses in the Social District both Permittee and Non-permittee who do not want to participate in the Social District.

3. Application

- (a) The provisions and terms contained in this ordinance shall be applicable to the Social Districts illustrated in Exhibit A between the hours of 12:00 PM and 10:00 PM, Monday through Sunday.
- (b) Any alcoholic beverage purchased for consumption in the Social District shall (i) only be consumed in the Social District and (ii) be disposed of before the Person in possession of the alcoholic beverage exits the Social District.

4. Requirements for Sale of Alcoholic Beverages

Any Permittee in a Social District desiring to engage as a Social District participant, must apply for and obtain a Social District permit from the Town. The Permittee shall be responsible to operate its business in accordance with all Town and State ordinances, laws, rules, regulations and operations plan that governs Social District activities.

A Permittee located in the Social District may sell open containers of alcoholic beverages for consumption within the Social District and allow Customers to exit its Premises to the Social District in accordance with the following requirements:

- (a) The Permittee shall only sell and serve alcoholic beverages on its licensed Premises.
- (b) The Permittee shall only sell open containers of alcoholic beverages for consumption in the Social District and off the Permittee's Premises in a container that meets all of the following requirements:
 - (1) The container clearly identifies the Permittee from which the alcoholic beverage was purchased.
 - (2) The container clearly displays the Town-approved Social District logo that is unique to the Pineville Social District.
 - (3) The container is comprised of a recyclable and/or reusable material other than glass.
 - (4) The container displays, in no less than 12-point font, the statement, "Drink Responsibly - Be 21."
 - (5) The container shall not hold more than 16 fluid ounces.
 - (6) The container will be provided by the Permittee.
- (c) Notwithstanding G.S. 18B-300 and G.S. 18B-301, a Permittee business may allow a customer to possess and consume on the business's Premises alcoholic beverages purchased from any Permittee in the Social District.

5. Non-permittee Business Located within the Social District

- (a) The Town shall create and provide to participating Non-permittee businesses a uniform sign that indicates the Non-permittee business is participating in the Social District.
 - 1. The participating Non-permittee business shall display the uniform sign in front window at all times during the times when the Social District is active. A Customer may not bring an alcoholic beverage into a Non-permittee business that does not display the uniform sign.
 - 2. No Non-permittee business shall be required to participate or be included in a Social District or to allow Customers to bring alcohol onto its Premises.
- (b) All Non-permittee businesses that are part of a Social District and that allow Customers to bring alcoholic beverages onto their Premises shall clearly post town-approved signage on any exits that do not open to the Social District indicating that alcoholic beverages may not be taken past that point.
- (c) During the days and hours when the Social District is active, a Non-permittee business that allows Customers to bring alcoholic beverages onto its Premises shall allow law enforcement officers access to the areas of the Premises accessible by Customers.

6. Waiver of Participation

Businesses in the Social District, both Permittees and Non-permittees, who do not want to participate (allow Customers to bring alcohol on its Premises or will not serve alcohol for Social District purposes) shall sign a waiver and file it with the Town. The “Not Permitted Here” sign will be provided by the Town to be displayed by the Business.

7. Requirements for Possession and Consumption of Alcoholic Beverages

The possession and consumption of an alcoholic beverage in the Social District is subject to all of the following requirements:

- (a) Only alcoholic beverages purchased from a Permittee located in the Social District may be possessed and consumed.
- (b) Alcoholic beverages shall only be in containers meeting the requirements set forth in Section 4(b) of this ordinance, except for alcoholic beverages sold by a Permittee for consumption on the Permittee’s Premises.
- (c) Nothing in this ordinance shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in North Carolina General Statute 18B-1010 or permitting consumption in a motor vehicle or other type of transportation per North Carolina state law.

- (d) A Person shall dispose of any open container of an alcoholic beverage in the Person's possession prior to exiting the Social District unless the Person is reentering the licensed Premises where the alcoholic beverage was purchased.

8. Penalty

The Town may enforce the provisions of this ordinance by one or a combination of the following methods:

Permit revocation, suspension, or permanent ban. Any Permittee, Non-permittee or Person who violates any provision of this article may be subject to its Social District Permit being revoked, suspended, or permanently banned from participating in the Social District.

Civil Penalty. Any Permittee, Non-permittee or Person who violates any provision of this article may be fined by a civil penalty of \$100.00 per occurrence which may be recovered by the Town in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days from the date the violator is notified of the penalty. Any other service charges imposed by this article may be collected by the Town as a civil penalty in a civil action.

Equitable remedy. The Town may apply to a court of competent jurisdiction for an injunction, abatement order or any other appropriate equitable remedy.

9. Severability

If any section, phrase, sentence, or portion of this ordinance is held void, invalid, unconstitutional or unenforceable for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions thereof.

That all ordinances in conflict with the provisions of this ordinance are hereby repealed or amended to the extent of such conflict.

Adopted this ____ day of _____, 2023. Effective on date of signing.

Jack Edwards, Mayor

ATTEST:

Town Clerk



TOWN COUNCIL AGENDA ITEM

MEETING DATE:

Agenda Title/Category:	Cone Mill and other Parcel Designation(s) on Dover St.			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	2022 Comprehensive Plan
	x			
Background:	In November 2019 the Town Council voted unanimously to declare the Cone Mill site as a Downtown Development Area and a Economic Development Area. Those minutes did not have the parcel numbers listed. This item is to reaffirm the actual parcels numbers to put into these designations.			
Discussion:	Town Council can: <ol style="list-style-type: none"> 1. Approve all three designations for the Cone Mill Site 2. Approve any combination of the designations. 3. Not approve of the designations. 			
Fiscal impact:	N/A			
Attachments:	Staff Report			
Recommended Motion to be made by Council:	Approve designating parcel numbers 22105107, 22105117, and 22105111 as: <ol style="list-style-type: none"> 1. Economic Development Area per NCGS 158-7.1 2. Joint Development Project/Downtown Development Projcet per NCGS 160D-1315 3. Redevelopment Project per NCGS 160A-514 			

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 10/6/2023
Re: Former Cone Mill and Dover St. Parcels Designation

Overview:

At the November 12, 2019, Town Council Meeting, Town Council voted unanimously to declare the Cone Mill site as a Downtown Development Area and a Economic Development Area. However, the minutes did not reflect the parcel numbers. The excerpt from the minutes is below.

“Council Member Debbie Fowler moved to close the Public Hearing, seconded by Mayor Pro Tem David Phillips. There were ayes by all and the Public Hearing was closed at 6:56 p.m. Council Member Debbie Fowler moved to declare the site as a Downtown Development area, along with it being an Economic Development area. Mayor Pro Tem David Phillips seconded the motion. There were ayes by all and the vote was unanimous.”

Council Member Debbie Fowler then motioned to give Attorney Buben and Town Manager, Ryan Spitzer authority to continue negotiations with the developer. Council Member Melissa Davis seconded the motion and there were ayes by all.”

At the time, Town Council did this to control the type of uses that were developed on the site and to give the town more leverage on what was developed there. This also gave the Town the ability to work with the developer, if the Town wanted to, on infrastructure. Public bidding and selling to the highest bidder would also not be required, which would give the Town the ability to pick the right development partner for us and the town.

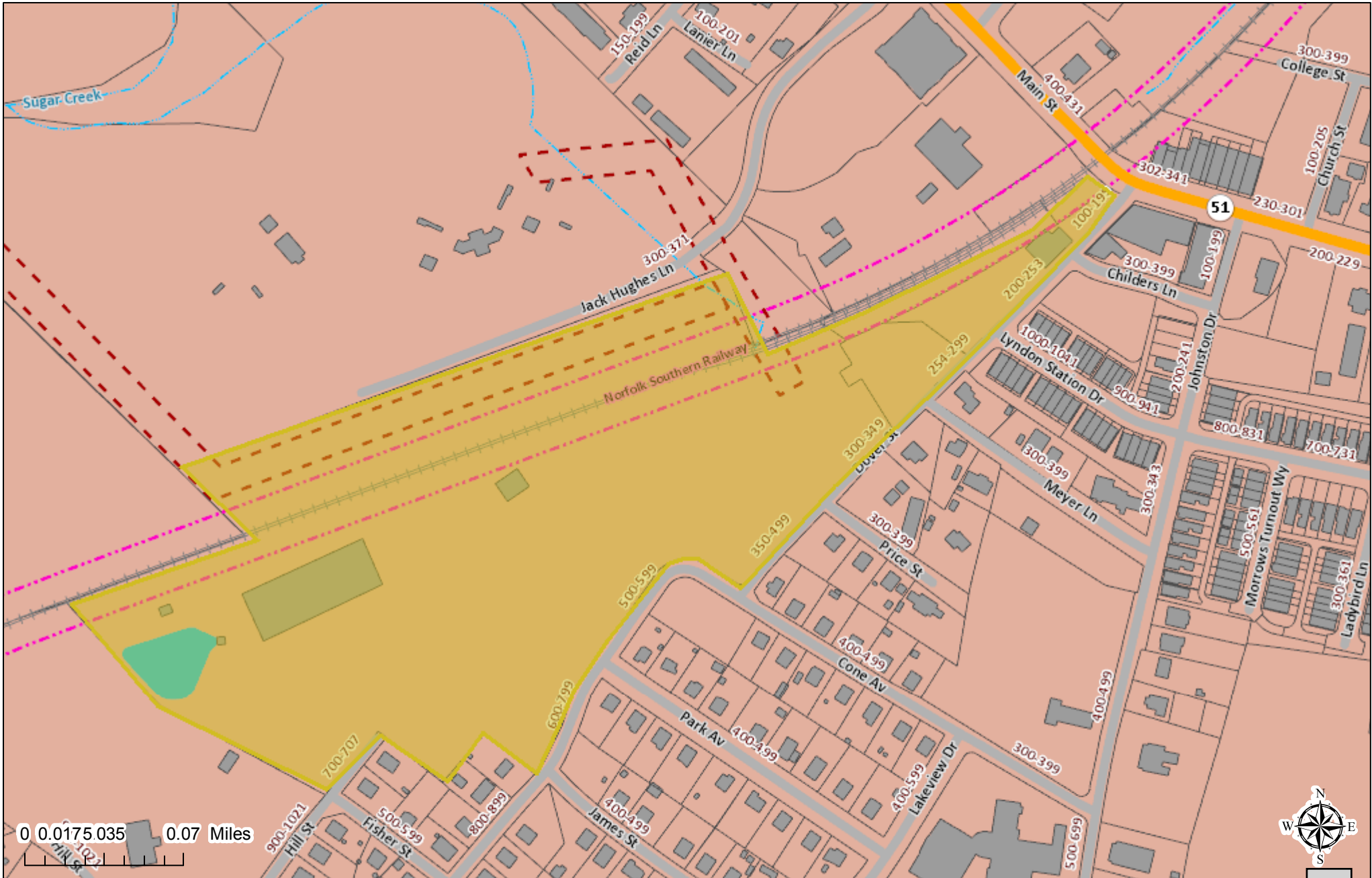
There are three designations that may be proposed for parcels 22105107, 2210511, and 22105111 that collectively make up the area that is being considered for development. Parcel 22105107 is the parcel with a Brownfields Designation. The designations are:

1. Economic Development
2. Joint Development Project/Downtown Development Project
3. Redevelopment Project

Polaris 3G Map – Mecklenburg County, North Carolina

Item 11.

Date Printed: 10/6/2023 9:13:31 AM



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no liability or responsibility for the information contained herein.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: October 9, 2023

Agenda Title/Category:	Budget Amendment 2024-2			
Staff Contact/Presenter:	Christopher Tucker, Finance Director			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	N/A
Background:	<p>The Lowry Street project required a significant stormwater repair outside the original scope of the project. The contractor onsite had the ability to make the repair at an agreed cost of \$90,000. A Budget Amendment to use SW reserves will alleviate pressure from an unbudgeted repair in the current budget.</p>			
Discussion:				
Fiscal impact:	<p>The amendment would use Assigned Stormwater fund balance to increase the stormwater appropriation in the amount of \$90,000.</p>			
Attachments:	BA#2024-2			
Recommended Motion to be made by Council:	Staff recommends approval as presented.			

TOWN OF PINEVILLE NC
BUDGET AMENDMENT #2024-2
October 9, 2023
FISCAL YEAR 2023-2024

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
General Fund					
3990.0000.10	Revenue	Fund Balance Appropriated	1,073,000	90,000	1,163,000
Total Fund Revenues			<u>20,315,000</u>	<u>90,000</u>	<u>20,405,000</u>
	Expenditure	Public Works - Environmental Protection	1,036,752	90,000	1,126,752
Total Fund Expenditures			<u>20,315,000</u>	<u>90,000</u>	<u>20,405,000</u>

DESCRIPTION: To increase Fund Balance Appropriated revenue and appropriate towards Stormwater repair project

Mayor

Budget Officer



Town Clerk

Finance Director



TOWN COUNCIL AGENDA ITEM

MEETING DATE: October 10, 2023

Agenda Title/Category:	Paving Contract for Industrial Drive Approval			
Staff Contact/Presenter:	Chip Hill			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Approved FY 24 Budget paving of Industrial Drive
	X			
Background:	Originally RFP sent out mid-August, only received 2 bids. Resent the following week and received 4 bids.			
Discussion:	Red Clay was the lowest bidder at \$431,107. Are there any questions relating to the contract prior to its approval?			
Fiscal impact:	With an approved paving FY 24 budget of approx. \$500,000, the Town will have approx. \$68,000 for contingencies.			
Attachments:	Copy of Red Clary bid/proposal.			
Recommended Motion to be made by Council:	Approval to award Red Clay contract to proceed with paving.			



REQUEST FOR PROPOSALS

PROJECT: Paving Contract FY24
POSTING DATE: August 30, 2023
PROPOSALS DUE: September 6, 2023 @ 10:00 AM

Delivery: U.S. Mail/Messenger/Fed Ex/UPS all Formal Bids must be sealed and follow the instructions for delivery or bid will be rejected and not considered for review.

Opening of Bids: Public inspection of all bids will be available after the contract has been awarded. Submission of bids must meet the deadline stated above. Formal bids will require a public opening with a date, time and location of opening notice sent out before the bid closing date.

Main Telephone Number: (704-889-2291)
Physical Address: 505 Main Street
 Pineville NC 28134
Mailing Address: PO Box 249
 Pineville NC 28134
Town Manager: Ryan Spitzer
rspitzer@pinevillenc.gov
Public Works Director: Chip Hill
chill@pinevillenc.gov

The Town of Pineville is now accepting proposals for the project: Paving Contract FY24.

The Town of Pineville is now accepting proposals for the project: Paving Contract FY24.

Work must be completed no later than: November 15, 2023.

Included in this RFP are specifications for the project. Please review these carefully.

All parties interested in bidding for this RFP are requested to use e-mail for any communications and inquiries about this project to be mindful of public record laws.

Overview

The Town of Pineville has a long history of creating and implementing strategies to support and encourage local business growth. The Town of Pineville promotes diversity, inclusion, and local business opportunities within the Town's contracting and procurement process for Minority, Women, and Small Business Enterprises.

The Town of Pineville follows all North Carolina General Statutes requirements.

Compliance with Federal, State and Local Laws

Bidder certifies in submitting a bid and in the performance of an award as a result of the bid, which the Bidder has complied with, or will comply with, all applicable federal, state, and local laws, ordinances and all lawful orders, rules and regulations hereunder. The Bidder, by submitting the bid or performance that results from a contract awarded by The Town of Pineville, agrees not to discriminate against any employee or applicant based on an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) and disability, and otherwise as required or permitted by law. Bidder further agrees that any sub-contract will contain a provision requiring non-discrimination in employment as specified above. Any breach of this provision may be regarded as a material breach of contract and cause for cancellation.

Qualification of Bidder

Bidder must possess the potential ability to perform successfully under the terms and conditions set forth in the RFP. Consideration shall be given to such matters as Bidder integrity; record of past performance; and financial and technical resources.

Town of Pineville, North Carolina
General Terms and Conditions

All Contractors and subcontractors (herein "Contractor") are advised of the Town's "General Terms and Conditions" set forth herein and agree that the following terms and conditions will be applicable.

EXAMINATION OF CONDITIONS: It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he/she has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself/herself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which has been relied upon by the designer in preparing the documents. The Town will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the Town. Any reasonable request for access to the site will be honored by the Town.

ACCEPTANCE: Acceptance of this contract must be without qualifications. The Town hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the Town. The contractor's action in (a) accepting this contract, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of the terms and conditions below in this contract.

CONTRACTURAL RELATIONSHIP: Contractor shall perform the work described independently and not as an employee of the Town. The Town has no right to supervise, direct, or control the Contractor or the Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor. The Town and Contractor agree that Contractor will take proper care and precautions to ensure the safety of Contractor's officers, employees, and subcontractors.

PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The final payment of retained amount due the Contractor on account of the contract shall not become due until the Contractor has furnished to the Town an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the contractor in connection with this contract. If the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of the Contractor's knowledge, and if any appear afterward, the contractor shall save the owner harmless.

ASSIGNMENT: No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

INSPECTION: The Town reserves the right to inspect the equipment/item, or facilities of a prospective Contractor prior to a contract award, and during the contract term as necessary for the Town to determine that such equipment, or facility conforms to the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

INSURANCE: All insurance requirements applicable shall be fulfilled prior to the issuance of this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract. The contractor is responsible for keeping the required insurance current until the contract term is complete.

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract.

As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. **Commercial General Liability** - Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis. Defense costs shall be in excess of the limit of liability.

c. **Automobile** - At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

Certificate of Insurance shall be required of Contractor for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance, as determined necessary by the Town. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the Town, shall be viewed as Contractor's delaying performance entitling the Town to all appropriate remedies under the law including termination of the contract.

Pineville shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the Town, regardless of how the "other insurance" provisions may read.

The workers compensation policy must contain a waiver of subrogation in favor of the Town.

The contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.

PAYMENT AND CHANGES: The Town shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized on the contract or authorized by a duly approved amendment or change order, authorized in writing by the Town Manager, or his/her designated appointee. The Contractor shall submit an invoice to the Town after the product has shipped. The Town agrees to pay all approved invoices Net Thirty (30) days from the date received and approved.

TERMINATION FOR CONVENIENCE: The Town may terminate this contract at any time with five (5) days' notice in writing from the Town to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Town, become its property. If the contract is terminated by the Town as provided in this section, the Town shall pay for services satisfactorily completed by the Contractor, less payment or compensation previously made.

PERFORMANCE AND PAYMENT BOND: The Town requires performance bond or other acceptable alternative guarantees from each Contractor without expense to the Town. Each Contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound by these specifications. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

If Contractor shall fail to fulfill in timely and proper manner the obligations under this contract, the Town shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under the contract prepared by the Contractor shall, at the option of the Town, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials.

Notwithstanding, Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the contract, and the Town may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town from such breach can be determined.

In case of default by the Contractor, the Town may procure the services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Town may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Town.

QUALITY CONTROL: Goods supplied as a result of this contract shall be subject to approval as to quality and must conform to the highest standard of manufacturing practice. Items found defective or not meeting

specifications shall be replaced at the Contractor's expense within a reasonable period. Payment for defective goods or goods failing to meet specifications is not due until 30 days after a satisfactory replacement has been made.

WARRANTY AND GUARANTEE: Contractor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Town's Bid Documents and Specifications and shall be free from all defects in material, workmanship and title.

Contractor shall further unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work; and shall replace such defective materials or workmanship without cost to the Town.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Town, within the manufacturer's warranty period.

Additionally, the Town may bring an action for latent defects caused by the negligence of the Contractor which is hidden or not readily apparent to the Town at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

RISK OF LOSS: Risk of loss, damage, or destruction of materials covered by this contract, regardless of F.O.B. point, shall be and remain with the Contractor until the goods are delivered to the destination set out in the contract and accepted by the Town or Town's duly appointed designee.

DELIVERIES: Delivery shall not be made to any place other than the destination indicated on this contract.

CANCELLATIONS: The Town reserves the right to cancel contracts for failure on the part of the Contractor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to the Town by the Contractor.

INDEMNIFICATION. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town and its agents, officers and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town and its agents, officers or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Pineville its agents, officers, and employees with legal counsel reasonably acceptable to the Town.

As used in this subsection "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of any law, regulation, ordinance, rule, or order. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this transaction. This section is in addition to and should be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

CONFIDENTIALITY: Any Town information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under this contract shall be kept as confidential, used

only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Town.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

APPLICABLE LAW AND VENUE: This transaction shall be deemed made in Mecklenburg County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this purchase contract shall be the appropriate division of the North Carolina General Court of Justice, in Mecklenburg County.

ENTIRE AGREEMENT: This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. The RFP, any addenda thereto, and the Contractor's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

AMENDMENTS: This contract may be amended only by written amendments duly executed by the Town and the Contractor.

WAIVER: The failure to enforce or the waiver by the Town of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

IMMUNITY: Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of immunity that otherwise would be available to the Town under applicable law.

E-VERIFY: E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law, in accordance with NCGS 64-25. For any transaction that qualifies as a Formal Bid under North Carolina statutes, Contractor affirms compliance with state and federal laws related to E-Verify and agrees to attest to such with the E-Verify Affidavit.

INSTRUCTIONS TO ALL BIDDERS:

The Town of Pineville will receive bids to provide the services as specified in this Request for Proposals (RFP) for the project PAVING CONTRACT FY24 until:

DATE: Wednesday, September 6 2023, Time: 10:00 am

Bids must be submitted showing prices detailed on the Bid Sheet.
The bid response can be mailed to **PO Box 249 Pineville NC 28134**
or delivered to the Town Hall office located upstairs at **505 Main St Pineville NC 28134**.
The bid price should not include any sales or use taxes.

All bids shall be notarized. Bidders responding to this RFP are hereby notified that NC General Statutes relating to opening of bids will be observed in receiving bids and awarding contracts.

The Town of Pineville reserves the right to reject any or all bids.

This RFP and all Bidder responses are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be managed according to North Carolina State Statute or other laws. Any section of the Bidder's response package that is deemed to be a trade secret by the Bidder shall be submitted in a separate envelope clearly marked with:
"TRADE SECRET INFORMATION - DO NOT DISCLOSE."

Town of Pineville Paving Scope 2023-2024

Date September 6, 2023

1 Industrial Drive:
Railroad to Railroad FDR

Length LFT	Width LFT (TBD)	FDR 10" 50#/SY	Mill Inch	Overlay Inch	Adj MH	Adj G	Adj W	Patching Sq. Ft.	Storm Inlet Adj.	Price Per Street
4,362		YES	0	3	13	0	7	0	1	

\$349,467.50

2 Industrial Drive:
Railroad to N. Polk Street Mill & Overlay

Length LFT	Width LFT (TBD)	FDR	Mill Inch	Overlay Inch	Adj MH	Adj G	Adj W	Patching Sq. Ft.	Storm Inlet Adj.	Price Per Street
589		NO	1.5	1.5	1	0	2	300 Ton 6"	0	

\$81,639.50

Total Project Price _____

\$ 431,107.00

- *FDR - 10 inches deep/with 50 lbs per sq. yard
- * Patching will be 6 inch in depth + overlay
- * Densities/Stripping/Thermoplastic Striping /Traffic Control/Mobilization should be included in quote
- * Mill: P=Profile L=Length D=Depth
- * (Speed Bump Specs.) 18-inch-wide base/3 inch high
- * Contractor responsible for contacting NCDOT and repair/replacement of traffic loops
- * Total Project Price to be lump sum price
- * TBD-Width determination is contractor's responsibility

DETAILS OF SERVICE:

**Project will be completed by November 15, 2023.
Contractor responsible for all testing.**

The undersigned, as the bidder, hereby declares that this bid is made without connection to any other person, company, or parties making a similar bid or proposal and that the bid is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the specifications and instructions to bidders and hereby declares that bidder will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

Red Clay Industries
 Name of Business Submitting Proposal

Jim Littleton, Vice President
 Signature of Authorized Representative/Title

Jim Littleton
 Print Name

P.O. Box 241689
 Address

Charlotte, NC 28224

Print or Type Name: Jim Littleton
 State of North Carolina County of Mecklenburg

Signed and sworn to (or affirmed) before me, this the 6th
 day of September, 2023

My Commission Expires:
9/01/2026 Joseph L Deaton
 Notary Public





TOWN COUNCIL AGENDA ITEM

MEETING DATE: October 10, 2023

Agenda Title/Category:	High Voltage Underground Cable Purchase Award			
Staff Contact/Presenter:	David Lucore, ESM, Electricities			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Provide reliable electric service
	X			
Background:	Numerous projects including the line extension to Carolina Logistics Park, the tie feeder from Preston Park to Downs Road and others require this cable.			
Discussion:	Staff solicited competitive bids for this cable according to NCGS § 143-129 and the lowest, most responsive bid was from WESCO.			
Fiscal impact:	\$264,000.00 From Electric Capital Projects funds.			
Attachments:	Notice and Instructions to Bidders, WESCO quote and specifications of cable required.			
Recommended Motion to be made by Council:	Recommend approving awarding the purchase to WESCO in the amount of \$264,000.00			

Memorandum



To: Mayor and Town Council
From: David Lucore, Electric Systems Manager, ElectriCities of NC, Inc.
Date: 10/3/2023
Re: **Award of Purchase of High Voltage Underground Cables**

Overview:

Numerous capital projects require the installation of 750 MCM underground cables.

Staff solicited formal bids to purchase 24,000 feet of 750 MCM cable, according to NCGS § 143-129, and held a public bid opening on September 8, 2023. All formal bidding requirements were satisfied for this purchase.

The most responsive, responsible bidder was WESCO with a cost of \$264,000.00.

Attachments: Notice and Instructions to Bidders consisting of 1 page, and WESCO Quote.

Recommendation: Staff recommends that Council approve the award of the purchase of this underground cable to WESCO in the amount of \$264,000.00. There are sufficient funds available in the FY24 capital budget for this expense.

Procedure:

.

WESCO Distribution Inc

334 ATKINSON STREET

CLAYTON NC 27520

DIRECT ALL CORRESPONDENCE ON THIS ORDER TO THE ABOVE ADDRESS

ACKNOWLEDGEMENT

Item 14.

ORDER NO >>		7884 - 609990		WHEN CORRESPONDING PLEASE REFER TO THIS NUMBER	
ORDER DATE	PAGE	CUSTOMER ORDER NUMBER		F.O.B.	SHIPPING TERMS
08/18/23	1 OF 1	HOLD FOR PO			PPD NO
PROJECT NAME			ORDERED BY		
PINEVILLE					

LINE NO.	QUANTITY ORDERED	CATALOG NUMBER AND DESCRIPTION	UNIT PRICE	U/M	DISCOUNT		EXTENSION	Customer Delivery Date		
					TRADE	CASH				
10	24000	OKON 162-23-3096 1/C 750 AL 15KV	11000.000	M	0	00	0	00	264000.00	08 25 23
11		26 X 1000' REELS								
12		STOCK, SPS								
13		PRICES ARE FIRM,								
14		INCLUDING METALS, FOR								
		*** TOTAL ***							264000.00	
		Contact: barbie.sturkie@anixter.co								
		Routing: UPS								

S TOWN OF PINEVILLE
O PO BOX 249
L
D PINEVILLE NC 281340249
T
O

S TOWN OF PINEVILLE
H 118 COLLEGE ST
I ELECTRIC DEPT
P PINEVILLE NC 281349706
T
O

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS ORDER ACKNOWLEDGMENT IF YOU REQUIRE A PRINTED COPY. PER _____

NOTICE AND INSTRUCTIONS TO BIDDERS

ElectriCities of NC, Inc.
David E. Lucore, Electric Systems Manager
(704) 659-7375
On Behalf of the
Town of Pineville, NC

Bids are being sought by ElectriCities of NC, Inc. on behalf of the town of Pineville, NC for the furnishing of a quantity of 24,000 feet of 15 kV, 750 kcmil AL, Underground Primary Distribution Cable as specified in the attached. This is a **sealed formal bid** according to NCGS § 143-129.

You may mail your bid or hand deliver to: **ElectriCities of NC, Inc., Town of Pineville, NC, 505 Main Street, Pineville, NC 28134, ATTN: David Lucore** with **15 kV 750 kcmil Underground Primary Distribution Cable Bid Enclosed** indicated on outside of envelope.

Bid(s) must be returned on the attached proposal sheet showing unit prices fully extended and the proposal page completed in its entirety by Friday, September 8, 2023 @ 10 am. Bidder will be required to comply with all applicable statutes and regulations. Bidder is responsible for the timely delivery of their bid before the deadline. **All bids received after this time will be immediately rejected and returned to the bidder unopened.**

A public bid opening will be held at **10 AM EST on Friday, September 8, 2023**, at the Town of Pineville's Conference Room located at 505 Main Street, Pineville, NC 28134. At this time, the bids will be opened and read publicly.

Equipment must meet all specifications and be the kind and type specified, or an approved equivalent. Price quoted must be based on delivery to Pineville, North Carolina. Quoted price(s) should not include any sales or usage taxes but should reflect the actual bid price of the materials including freight.

ElectriCities of NC, Inc., reserves the right to reject any and/or all bids received, and to select the bid which is in the best overall interest of the Town of Pineville. Awards will be based upon the lowest cost, most responsive, responsible bidder.

All bids shall include delivery time. Incomplete bids or those lacking the required information will be rejected if a fair determination of the product cannot be determined at the discretion of ElectriCities of NC, Inc.

David E. Lucore, Electric Systems Manager

PROPOSAL

TO TOWN MANAGER AND TOWN COUNCIL
TOWN OF PINEVILLE, NORTH CAROLINA 28134

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

TYPE	DELIVERY TIME	UNIT PRICE
Quantity of 24,000 feet of 15 kV, 750 kmil AL, Underground Primary Distribution Cable as specified		

Printed Name of Firm Representative

Name of Firm Submitting Proposal

Signature of Firm Authorized Representative

Firm Address

Title

Telephone Number

Email Address

15 kV, 750 kcmil Underground Primary Distribution Cable Specifications

General:

15 kV, Jacketed Concentric Neutral, Filled Strand, 750 kcmil Aluminum Conductor/105° C Continuous Operating Rating, 140° C Emergency Rating, 250 ° C Short-Circuit Rating, at 133% EPR Insulation with 1/3 Copper Neutral.

Specifications:

All Cables must meet or exceed the following standards:

- ASTM B-609, Class B Stranded per B-231
- ICEA T-31-610 Water Penetration Resistance
- ANSI/NEMA Class A Connectorability Requirements
- ICEA S-94-649, AEIC CS8 and C68.5 for Extruded Semi-Conducting Ethylene-Propylene Rubber (EPR)

Central Conductor: 750 kcmil compressed Aluminum, Stranded

Fill Strand: Moisture Resistant with Water Swellable agent.

Conductor Screen: Extruded semi-conducting Ethylene-Propylene Rubber (EPR) – 20 mils Minimum

Insulation: Extruded Ethylene-Propylene Rubber (EPR) at 133% Insulation Value - 210 mils Minimum, 220 mils nominal, 250 mils Maximum.

Insulation Screen: Extruded semi-conducting Ethylene-Propylene Rubber – 40 mils Minimum, 75 mils Maximum

Concentric Conductor: Bare Copper Wires of a size and quantity to meet 1/3 conductor size.

Outer Jacket: Black, Sunlight Resistant, Polyethylene with three (3) Red Stripes and NESC Lightning Bolt Symbol, Spaced 120° apart.

Dear Prospective Bidder:

If you determine not to submit a bid in response to this solicitation, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a bid in response to this solicitation: (please be as specific as possible) _____

FULL LEGAL NAME OF COMPANY:

ADDRESS: _____

EMAIL ADDRESS:

PHONE _____ FAX _____

NAME (PLEASE PRINT): _____

TITLE: _____

SIGNED _____ DATE _____

Thank you for your assistance. Please e-mail to:

dlucore@electricities.org
ElectriCities of NC, Inc.
David E. Lucore, Electric Systems Manager
505 Main St
Pineville, NC 28134



TOWN COUNCIL AGENDA ITEM

MEETING DATE:

Agenda Title/Category:	MOU for Development of Cone Mill and other Dover St. parcels			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	2022 Comprehensive Plan
	x			
Background:	Town Council has reviewed three different proposals from firms to develop the Cone Mill Site. Town Council decided to go with the development plan that did not have multifamily structures. The proposed developer presented their plan to the public the Work Session in August. Town Council voted to have staff and the developer develop a MOU to present to Council.			
Discussion:	Town Council can: <ol style="list-style-type: none"> 1. Approve the MOU 2. Amend the MOU 3. Table the disussion 4. Vote to reject the MOU 			
Fiscal impact:	MOU has a purchase price of \$4,000,000			
Attachments:	Staff Report MOU			
Recommended Motion to be made by Council:	Approve the MOU with Cone Mill Development Ventures LLC.			

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 10/6/2023
Re: MOU with Cone Mill Development Ventures, LLC

Overview:

Town Council has interviewed three firms for the redevelopment of the former Cone Mill Site and other lots owned by the Town of Pineville on Dover St. Through the interview process Town Council picked the least dense proposal that did not include apartment units. The proposed developer then made a public presentation at the August Work Session. At the end of the Work Session Town Council instructed staff to draft a MOU with the developer for approval at an upcoming Council Meeting.

The MOU is with Cone Mill Development Ventures, LLC (developer) to construct up to 41,000 sq ft of commercial space, up to 162 townhomes, park space, and public parking spaces. The MOU is non-binding on the part of the Town and developer; however, it does give the developer assurances that the Town will not enter into another agreement with a different developer while engaged with the developer. The MOU also gives the developer the opportunity to start due diligence on the site, obtain documentation on the Brownfields Agreement approved by NCDEQ, and start drafting a PSA. The PSA will still need to go to a Public Hearing and approved by the Town Council.

The MOU also lays out the process that the developer must go through to get approval on their plan to develop the site. The process outlined in the MOU is the same process that is used for any conditional zoning process.

Town Staff will work with the developer to use one of the development designations that are allowed by the State and voted on by Council to develop the site. This will ensure the town gets a development that coincides with the vision of the Town Council. If the town does not use one of these designations, then an upset bid process has to be used and the highest bidder would get project. However, there are specific criteria that must be met when using these designations. This will be memorialized in the PSA voted on by Council.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Memorandum**”) is made this ___ day of September, 2023, (the “**Effective Date**”) by and between **CONE MILL DEVELOPMENT VENTURES, LLC**, a North Carolina limited liability company (“**Buyer**”), the **TOWN OF PINEVILLE**, a North Carolina municipal corporation (“**Town**”), and **PINEVILLE REDEVELOPMENT AND INVESTMENT, INC.**, a North Carolina nonprofit corporation (“**Pineville Redevelopment**”, and collectively with the Town, “**Seller**”, and together with Buyer, the “**Parties**” and each a “**Party**”).

RECITALS:

WHEREAS, Town owns certain parcels of real property located at 200 Dover Street and 306 Dover Street in Pineville, North Carolina, having Mecklenburg County Parcel IDs of 221-051-11 and 221-051-17, respectively, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Town Property**”);

WHEREAS, Pineville Redevelopment owns certain real property located at 436 Cone Avenue in Pineville, North Carolina, having Mecklenburg County Parcel ID of 221-051-07, as more particularly described on **Exhibit A-1** attached hereto and incorporated herein (the “**Pineville Redevelopment Property**”, and collectively with the Town Property, the “**Property**”);

WHEREAS, Buyer desires to purchase the Property from Seller upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties have a mutual understanding that they may enter into an agreement relating to Buyer’s purchase of the Property from Seller, pursuant to the following non-binding general terms, which, if approved by Seller, may be further detailed in a purchase and sale agreement:

1. **Purchase and Sale**. Buyer proposes the following terms regarding its proposed purchase of the Property, which, if ultimately agreed to by Seller, may be memorialized in a formal purchase and sale agreement (the “**Purchase Agreement**”) to be prepared, negotiated and executed by the parties as soon as reasonably practicable after the Town receives all applicable approvals to sell the Property to Buyer:
 - a. The Purchase Price for the Property shall be Four Million and No/100 Dollars (\$4,000,000.00).
 - b. Within three (3) business days after execution of the Purchase Agreement, Buyer shall deposit the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (“**Earnest Money**”) with Stewart Title Guaranty Company (“**Escrow Agent**”). Upon receipt of the Earnest Money, Escrow Agent shall promptly release a portion of the Earnest Money in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) to Seller, which shall be non-refundable to Buyer except in the event of default by Seller or as otherwise set forth in the Purchase Agreement.
 - c. Buyer shall have a Due Diligence / Approval Period of ninety (90) days after execution of the Purchase Agreement (the “**Approval Period**”) within which Buyer may enter the Property and perform standard non-invasive due diligence activities. Upon expiration of the Approval Period, the Earnest Money shall become non-refundable to Buyer except in the event of default by Seller or as otherwise set forth in the Purchase Agreement. In addition to the Approval Period, after execution of this Memorandum (and prior to the execution of the Purchase Agreement), Seller will allow Buyer to enter the Property and perform standard non-invasive due diligence activities. Prior to entry, Buyer or its agents, consultants or representatives will obtain and maintain liability insurance with a minimum combined coverage limit of at least Two Million and No/100 Dollars (\$2,000,000.00). Buyer shall repair all damage to the Property caused by Buyer or its agents or contractors during such inspections. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, liens, costs and expenses (including attorneys’ fees) in connection

with its inspection of the Property. Buyer's indemnity and covenants set forth herein shall survive the termination of the Purchase Agreement and/or this Memorandum.

- d. Upon approval by Seller, Buyer intends to develop the Property in substantial accordance with the site plan attached hereto as **Exhibit B** (the "Site Plan").
- e. Buyer understands that this Memorandum is non-binding and Seller is not obligated to sell the Property to Buyer nor enter into the Purchase Agreement with Buyer, and that Buyer is required, pursuant to North Carolina Statute, to obtain approval for the sale and purchase of the Property from the Town of Pineville Town Council, and that such sale must comply with all laws, rules, and ordinances. Seller does not represent or warrant to Buyer that it will sell the Property to Buyer. Notwithstanding the foregoing, as soon as reasonably practicable upon execution of this Memorandum, Seller agrees to pursue approval from the Town of Pineville regarding the sale of the Property to Buyer and approval of the Site Plan.
- f. As part of the process for obtaining approval from the Town of Pineville, Buyer will be required to submit the Site Plan and related information regarding Buyer's development of the Property, to the Town, including, but not limited to the Town of Pineville Planning and Zoning and Town of Pineville Town Council during its work session(s) and public hearing(s). Some of the information that may be required of Buyer to be approved by Seller may include, but not be limited to the following:
 - i. Material specifications for all buildings, including a minimum and maximum heated square footage.
 - ii. Elevations for all buildings.
 - iii. Specific amount of front and rear load townhomes, in a quantity not to exceed certain amounts imposed by Seller.
 - iv. Specific allowance to convert front-load townhomes into rear-load townhomes.
 - v. Distance that building eaves encroach into setbacks.
 - vi. Distance between the garage doors of the front-load townhomes to the sidewalk.
 - vii. A site plan for all of the proposed development on the Property showing various information such as setbacks, parking pad dimensions, lot sizes, landscaping (showing parking lot screening, existing and proposed trees, park features, etc.), proposed trash and/or dumpster specifications and service, mailbox locations, dimensions of roads, specifications of streetlights, etc.
 - viii. Specific parking information for the Property, including any proposed gates and fees charged.
 - ix. Existing mill buildings to remain, as may be directed by Seller.
 - x. Plan showing the proposed widening of Dover Street and proposed sidewalk widths and locations.
 - xi. Proposed use of all public and/or private roads/alleys/areas, including for any food truck court and electrical connections.
 - xii. Stormwater concept, including existing and proposed ponds and maintenance proposal.
 - xiii. Proposed signage plans.
 - xiv. Proposed new street names.

2. Miscellaneous. This Memorandum contains the entire agreement of Buyer and Seller with respect to the subject matter hereof and may not be altered except by a written amendment executed by Buyer and Seller. Neither Party shall assign its rights or obligations under this Memorandum without the prior written consent of the other Party. DocuSign or PDF signatures shall be deemed to have the same effect as original signatures. This Memorandum shall be construed by and governed in accordance with the laws of the State of North Carolina.

[Signature Page Follows]

Item 15.

IN WITNESS WHEREOF, Buyer and Seller have each duly executed this Memorandum as of the Effective Date.

Buyer:

CONE MILL DEVELOPMENT VENTURES, LLC

By: Jon Visconti
Name: Jonathan Visconti
Title: Manager

Seller:

TOWN OF PINEVILLE

By: _____
Name: _____
Title: _____

PINEVILLE REDEVELOPMENT AND INVESTMENT, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

Commencing at a point in the centerline of Norfolk Southern railroad, Station 555+00, said point having N.C.S.P.C. coordinates of N:491,249.20 E:1,433,597.49 (CF:0.99985432); thence with a line normal to said railroad with a bearing of S 23°38'26" E and a distance of 65.00' to a point; thence parallel to said railroad with a curve to the left having a radius of 2929.76' and an arc length of 70.50', and being chorded by a bearing of N 65°40'12" E and a distance of 70.50' to a set rebar, being the point of BEGINNING said point having N.C.S.P.C. coordinates of N:491,218.71 E:1,433,687.78, thence parallel to said railroad with a curve to the left having a radius of 2929.76' and an arc length of 612.80', and being chorded by a bearing of N 58°59'19" E and a distance of 611.68' to a point on the southwesterly margin of the right-of-way of N.C. Highway 51 (a.k.a. Main Street), said point having N.C.S.P.C. coordinates of N:491,533.81 E:1,434,211.95; thence following the margin of said right-of-way with a curve to the left having a radius of 170.10' and an arc length of 43.69', and being chorded by a bearing of S 63°08'53" E and a distance of 43.57' to a point on the northwesterly margin of the right-of-way of Dover Street; thence following the margin of said right-of-way four (4) calls: (1) with a bearing of S 44°57'21" W and a distance of 159.93' to a point; (2) with a bearing of S 44°57'21" W and a distance of 100.00' to a point; (3) with a bearing of S 44°57'41" W and a distance of 50.00' to a point; (4) with a bearing of S 45°21'39" W and a distance of 212.80' to an existing rebar, being the easterlymost corner of the property of the Town of Pineville (now or formerly) recorded as Tract 7 on Map Book 64, Page 414; thence following the common line thereof two (2) calls: (1) with a bearing of N 53°27'21" W and a distance of 129.10' to an existing rebar; (2) with a bearing of S 87°44'58" W and a distance of 89.07' to a set rebar; being the point of BEGINNING, having an area of 1.159 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

AND

BEGINNING at an iron pin in the northerly right of way of Dover Street, a common corner of this tract and the tract conveyed to R.E. Smith (now or formerly) by deeds recorded in book 4604, at page 623 and book 3547, at page 500 in the Mecklenburg County, North Carolina Public Registry, and running thence with the northern margin of Dover Street S. 50-34-13 W. 157.77 feet to an iron pin; thence N. 28-02-17 W. 242.08 feet to an existing iron pin in the southerly right of way of the Southern Railway Co. ; thence, along the arc of a curve to the left, subtended by a chord bearing N. 72-25-08 E., and having a radius of 2,929.13 feet, an arc distance of 79.15 feet to an iron pin; thence, S. 11-41-30 E. 77.32 feet to an iron pin; thence, S. 44-44-08 E. 23.43 feet to an iron pin; thence, along the arc of a curve to the left, subtended by a chord bearing N. 69-38-28 E. 44.64 feet, and having a radius of 3,113.93 feet, an arc distance of 44.64 feet to the point and place of beginning and containing approximately .424 acres, all as shown on a survey by Keith R. Meon, N.C.R.L.S., dated January 22, 1990.

Being in all respects the same property conveyed to Michael Dean Eury and wife, Tammy Clark Eury, borrowers herein, by Robert E. Smith and wife, Molly J. Smith by deed dated 1st day of July, 1998, recorded in said Registry contemporaneously herewith.

EXHIBIT A-1

Being all of Tract 1 as shown on plat recorded in Map Book 64, Page 414, and being more particularly described as follows:

Beginning at an existing rebar on the northwesterly margin of the right-of-way of Hill Street, said rebar also being the common corner of the property of James K Polk Lodge #579 AF AM, Trustees (now or formerly) recorded in Deed Book 6528, Page 27; thence following the common line of said property two (2) calls: (1) with a bearing of N 61°46'34" W and a distance of 439.35' to an existing rebar; (2) with a bearing of N 42°13'38" W and a distance of 325.14' to a point in the centerline of railroad (passing a set rebar at 305.14'), said point being the common corner of the property of the Town of Pineville (now or formerly) recorded in Deed Book 21883 Page 564; thence following the common line of the property of the Town of Pineville two (2) calls: (1) with the centerline of railroad a bearing of N 69°36'50" E and a distance of 442.72' to a point; (2) with a bearing of N 45°39'15" W and a distance of 218.93' to an existing rebar, said rebar being the common corner of the property of the Town of Pineville (now or formerly) recorded in Deed Book 8778, Page 443 and shown as Tract 2 on Map Book 64, Page 414; thence following the common line of the Town of Pineville with a bearing of N 69°40'05" E and a distance of 1339.19' to a set rebar, said rebar also being the common corner of the property of Pineville Cone Mill Project LLC (now or formerly) recorded in Deed Book 32385, Page 48 and shown as Tract 6 on Map Book 64, Page 414; thence following the common line of Pineville Cone Mill Project LLC four (4) calls: (1) with a bearing of S 57°20'01" E and a distance of 23.43' to as set rebar; (2) with a bearing of S 20°19'55" E and a distance of 177.99' to a point in the centerline of railroad; (3) with the centerline of railroad a bearing of N 69°36'50" E and a distance of 72.00' to a point; (4) with the centerline of railroad with an Arc to the Left having a Radius of 2864.76' and a Length of 87.12' and being Chorded by a bearing of N 68°44'33" E and a distance of 87.12' to a point, said point being the common corner of the property of the Town of Pineville (now or formerly) recorded in Deed Book 2738 Page 161, Deed Book 12744 Page 857, & Deed Book 12744 Page 861 and shown as Tract 7 on Map Book 64, Page 414; thence following the common line of the Town of Pineville seven (7) calls: (1) with a bearing of S 55°19'49" E and a distance of 77.32' to a point; (2) with an Arc to the Right having a Radius of 2929.76' and a Length of 17.79' and being Chorded by a bearing of S 67°13'03" W and a distance of 17.79' to a point; (3) with a bearing of S 31°52'32" E and a distance of 54.38' to a point; (4) with a bearing of S 58°07'28" W and a distance of 35.00' to a point; (5) with a bearing of S 31°52'32" E and a distance of 40.00' to a point; (6) with a bearing of N 58°07'28" E and a distance of 35.00' to a point; (7) with a bearing of S 31°52'32" E and a distance of 139.51' to a point on the northwesterly margin of the right-of-way of Dover Street; thence following the margin of said right-of-way thirteen (13) calls: (1) with a bearing of S 44°45'20" W and a distance of 241.37' to a point; (2) with a bearing of S 43°40'20" W and a distance of 137.19' to a point; (3) with a bearing of S 41°49'58" W and a distance of 62.54' to a point; (4) with a bearing of S 35°51'19" W and a distance of 35.12' to a point; (5) with an Arc to the Right having a Radius of 30.00' and a Length of 45.06' and being Chorded by a bearing of S 78°53'19" W and a distance of 40.95' to a point; (6) with a bearing of N 58°04'41" W and a distance of 66.75' to a point; (7) with an Arc to the Left having a Radius of 90.00' and a Length of 136.59' and being Chorded by a bearing of S 78°26'35" W and a distance of 123.86' to a point; (8) with a bearing of S 34°57'07" W and a distance of 196.60' to a point; (9) with a bearing of S 38°01'40" W and a distance of 65.11' to a point; (10) with a bearing of S 32°03'27" W and a distance of 55.37' to a point; (11) with a bearing of S 19°36'27" W and a distance of 90.79' to a point; (12) with a bearing of S 26°18'27" W and a distance of 90.84' to a point; (13) with a bearing of S 37°06'27" W and a distance of 37.07' to an existing pipe, said pipe also being the common corner of Lot 1 in Block 7 as shown on Map Book 8, Page 87; thence following the common lines of Lot 1 with a bearing of N 51°43'36" W and a distance of 149.79' to a point; thence following the common lines of Lots 1 & 2 with a bearing of S 40°59'31" W and a distance of 149.82' to a point on the common line of Lot 5; thence following the common lines of Lots 5 & 7 with a bearing of N 51°39'43" W and a distance of 190.88' (passing an existing pipe at 37.48') to a to an existing rebar on the northwesterly margin of the right-of-way of Hill Street; thence following the margin of said right-of-way with a bearing of S 39°52'54" W and a distance of 192.66' to an existing rebar; being the point of BEGINNING and containing 27.561 Acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

EXHIBIT B



DEVELOPMENT SUMMARY

PROPOSED RESIDENTIAL: +/- 162 DU
 TOWNHOMES: 41 DU
 FRONT LOAD: 41 DU
 REAR LOAD: 12 DU

PROPOSED RESIDENTIAL PARKING: +/- 636 SPACES
 RESIDENTIAL GARAGE: 3.5 SPACES / UNIT
 30 SPACES
 DRIVEWAY/PARKING PAD PARKING (2 SPACES / DU)
 54 SPACES
 OFF-STREET PARKING: 5 SPACES
 DEDICATED ON-STREET PARKING FOR RESIDENTS AND GUESTS: 97 SPACES

PROPOSED COMMERCIAL: +/- 41,000 SF
 BLDG 1: 4,800 SF
 BLDG 2: SEMI-PERMANENT
 BLDG 3: 25,000 SF (2 FLOORS)
 BLDG 4: 10,000 SF (2 FLOORS)
 BLDG 5: 1,400 SF

KEY:

- 1 EXISTING COMMERCIAL BLDG
- 2 SEMI-PERMANENT
- 3 COMMERCIAL BLDG
- 4 COMMERCIAL BLDG
- 5 KIOSK RETAIL
- 6 PARKING
- 7 RETAIL PLAZA / OUTDOOR DINING
- 8 TOWN GREEN
- 9 PUBLIC PARK
- 10 REAR LOAD TOWNHOMES
- 11 FRONT LOAD TOWNHOMES
- 12 RESIDENTIAL PARK
- 13 POCKET PARK
- 14 STORMWATER MANAGEMENT
- 15 FUTURE CONNECTION

CONE MILL SITE | CONCEPT PLAN
 #23008 | 08.14.2023 | Prepared for GVEST



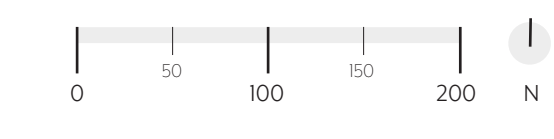
DEVELOPMENT SUMMARY

PROPOSED RESIDENTIAL:
TOWNHOMES: +/- 162 D/U
162 D/U

PROPOSED COMMERCIAL:
BLDG 1: +/- 41,000 SF
BLDG 2: 4,800 SF
BLDG 3: SEMI-PERMANENT
BLDG 4: 25,000 SF (2 FLOORS)
BLDG 5: 10,000 SF (2 FLOORS)
BLDG 6: 1,400 SF

KEY:

- 1 EXISTING COMMERCIAL BLDG
- 2 SEMI-PERMANENT
- 3 COMMERCIAL BLDG
- 4 COMMERCIAL BLDG
- 5 KIOSK RETAIL
- 6 PARKING
- 7 RETAIL PLAZA / OUTDOOR DINING
- 8 TOWN GREEN
- 9 PUBLIC PARK
- 10 TOWNHOMES
- 11 TOWNHOMES
- 12 EXISTING MILL BOILER BLDG
- 13 BOILER PARK
- 14 RESIDENTIAL PARK
- 15 EXISTING WATER TOWER, IF FEASIBLE
- 16 WATER TOWER PARK
- 17 POCKET PARK
- 18 STORMWATER MANAGEMENT
- 19 FUTURE CONNECTION





SEMI-PERMANENT



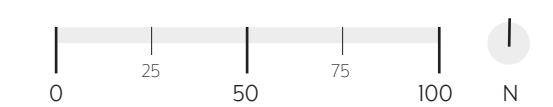
- KEY:**
- 1 RETAIL PLAZA AREA
 - 2 SEMI-PERMANENT
 - 3 COMMERCIAL BLDG
 - 4 OUTDOOR DINING/ PLAZA AREA
 - 5 PEDESTRIAN CROSSING
 - 6 KIOSK / JEWELBOX RETAIL
 - 7 SHADE STRUCTURE
 - 8 PLAYGROUND/ SPLASH PAD
 - 9 TOWN GREEN
 - 10 PUBLIC PARK
 - 11 ENHANCED LANDSCAPE AREA
 - 12 ACTIVE LAWN
 - 13 EXISTING WATER TOWER, IF FEASIBLE
 - 14 SIDEWALK/TRAIL CONNECTION
 - 15 COMMUNITY GARDEN
 - 16 BOILER BUILDING
 - 17 WATER TOWER AND SMOKESTACK
 - 18 FUTURE CONNECTION



TOWN GREEN



RETAIL + PLAZA

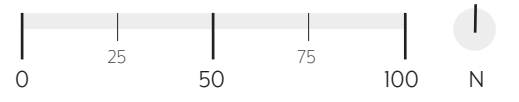




- KEY:**
- 1 RETAIL PLAZA AREA
 - 2 SEMI-PERMANENT
 - 3 COMMERCIAL BLDG
 - 4 OUTDOOR DINING/ PLAZA AREA
 - 5 PEDESTRIAN CROSSING
 - 6 KIOSK / JEWELBOX RETAIL
 - 7 SHADE STRUCTURE
 - 8 PLAYGROUND/ SPLASH PAD
 - 9 TOWN GREEN
 - 10 PUBLIC PARK
 - 11 ENHANCED LANDSCAPE AREA
 - 12 ACTIVE LAWN
 - 13 EXISTING WATER TOWER, IF FEASIBLE
 - 14 SIDEWALK/TRAIL CONNECTION
 - 15 COMMUNITY GARDEN
 - 16 BOILER BUILDING
 - 17 WATER TOWER AND SMOKESTACK
 - 18 FUTURE CONNECTION

CONE MILL SITE | COMMUNITY OPEN SPACE

#23008 | 05.17.2023 | Prepared for GVEST



DEVELOPMENT SUMMARY

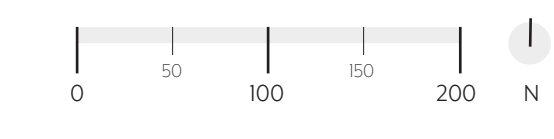
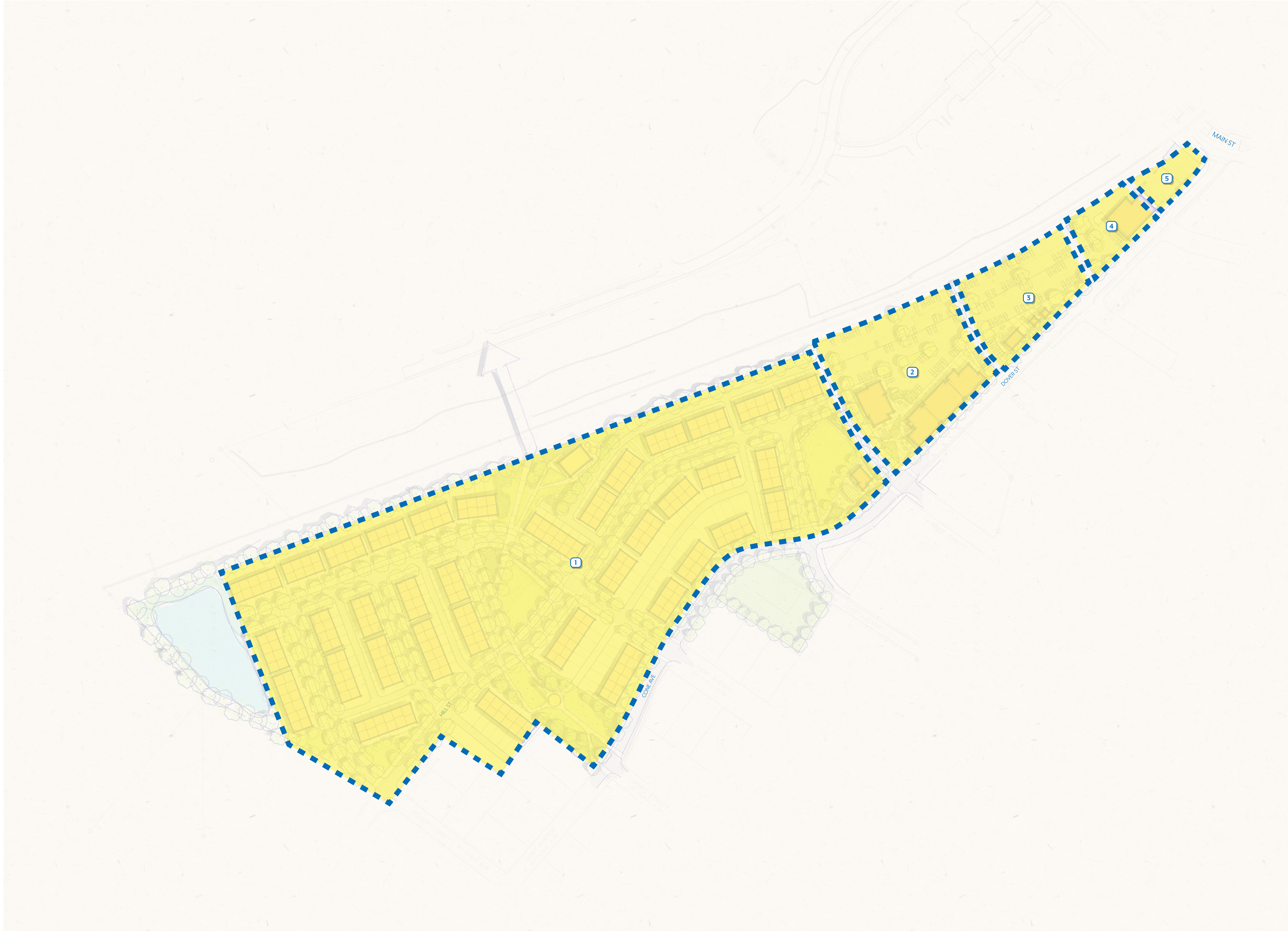
PROPOSED RESIDENTIAL:
TOWNHOMES: +/- 162 D/U
162 D/U

PROPOSED COMMERCIAL:
BLDG 1: +/- 41,000 SF
BLDG 2: 4,800 SF
BLDG 3: 25,000 SF (2 FLOORS)
BLDG 4: 10,000 SF (2 FLOORS)
BLDG 5: 1,400 SF

PROPOSED PARKING:
RESIDENTIAL TOWNHOMES:
1-2 BR: 3 SPACES/UNIT
3+ BR: 3.25 SPACES/UNIT

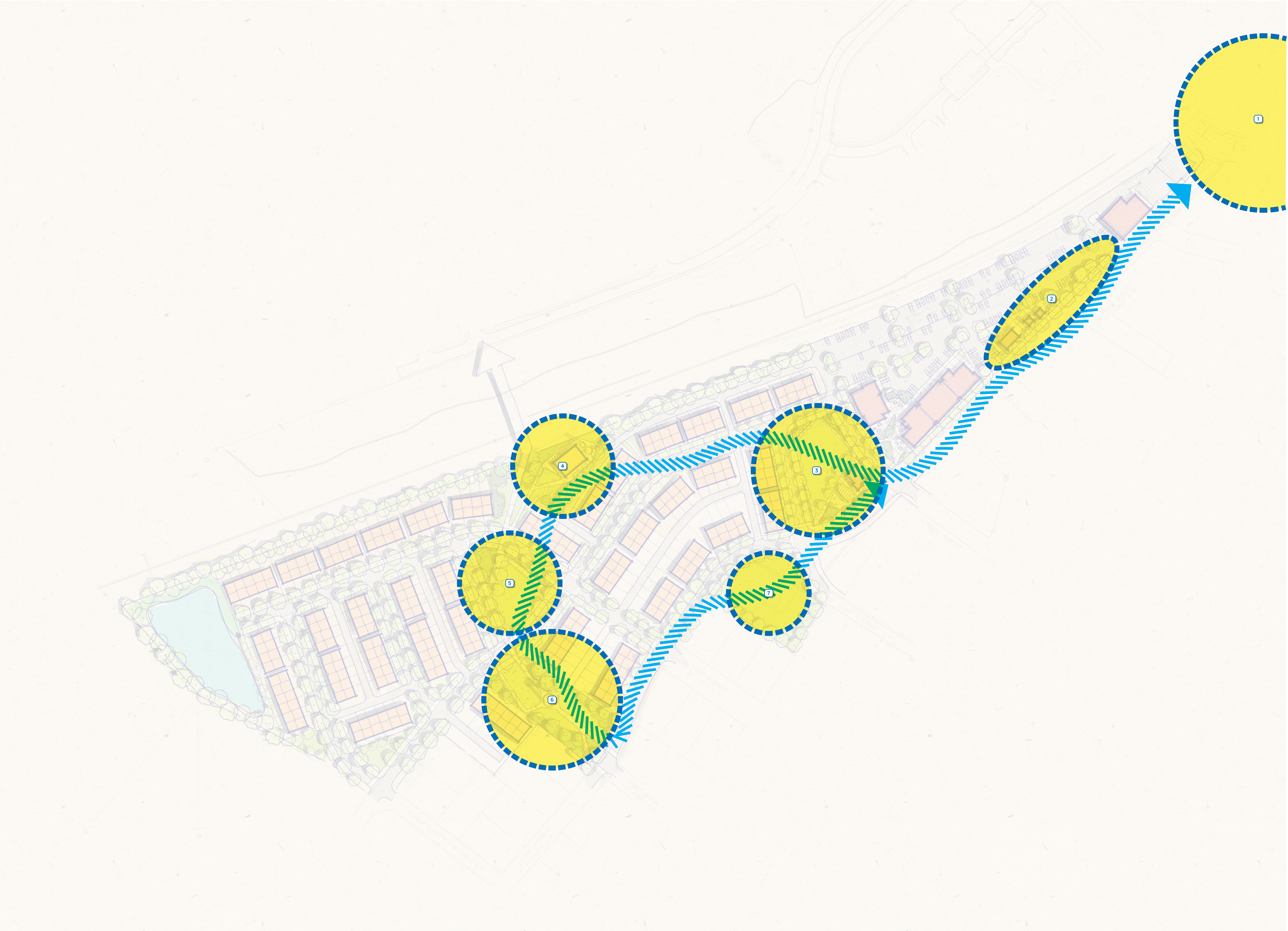
KEY:

- 1 RESIDENTIAL GARAGE
2 SPACES / D/U
DRIVEWAY/PARKING PAD PARKING
2 SPACES / D/U
DEDICATED ON-STREET PARKING FOR RESIDENTS AND GUESTS
84 SPACES
- 2 COMMERCIAL PARKING
137 SPACES 3.7 SPACES/1,000 SF
- 3 SHARED DOWNTOWN AND COMMERCIAL OVERFLOW PARKING
116 SPACES
- 4 REQUIRED COMMERCIAL PARKING
16 SPACES 3.3 SPACES/1,000 SF
- 5 DEDICATED DOWNTOWN SPACES
18 SPACES



THE CONE MILL LOOP (3/4 MILE)

- 1 DOWNTOWN ENERGY
- 2 SEMI-PERMANENT CORRIDOR, IMPROVED STREETSCAPE, MILL/RAILROAD MATERIAL REFERENCE
- 3 CENTRAL PARK WITH MILL ARTIFACTS AND INFORMATIONAL SIGNAGE
- 4 BOILER PARK - INFORMATIONAL SIGNAGE
- 5 MILL ARTIFACTS AND SIGNAGE
- 6 WATER TOWER PARK - INFORMATIONAL SIGNAGE
- 7 PUBLIC PARK





TOWN COUNCIL AGENDA ITEM

MEETING DATE:

Agenda Title/Category:	Manager's report			
Staff Contact/Presenter:	Lisa Snyder			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	150th Anniversary update.			
Discussion:	Informational only.			
Fiscal impact:	None.			
Attachments:				
Recommended Motion to be made by Council:	None.			



150th anniversary planning updates for council

We have received donations from 26 local businesses supporting our 150th anniversary celebration over Fall Fest weekend. The committee is thankful to these businesses for their support.

Kate with Holts School of Art generously donated her time to judge the coloring contest photos. There were approximately 776 entries! The winning pictures will be framed and displayed in the Town Lobby this week through the end of this year. Mayor Edwards, Sara Longstreet, and I will be presenting the ribbons and gift cards to the winners on Tuesday morning, October 17th at the school.

We are anticipating that our pop-up museum will be displayed in the Town Hall lobby the week of the Fall Fest. The 150th business promotions are beginning to grow. Businesses who have chosen to do their own 150th promotion are listed on our Town website page.

We will have free items at the 150th tent at the Fall Fest and the tickets for the prize drawings. On Saturday, we will have 150 mini cupcakes available until they are gone. We will be selling the "My Home" books for \$35 each.

Our Barney impersonator will be at the old jail on Saturday from noon until 4:00 with his props for photo opportunities.

The committee will continue discussing items to include in our time capsule. Ideas are welcomed. Plans are to present the time capsule and its contents at our December council meeting.



Department Update

PUBLIC WORKS

To: Town Council

From: Chip Hill

Date: October 1, 2023

Re: **Public Works Updates**

Lynnwood/Lakewood: The final overlay/asphalt is scheduled for the end of September. The walk for the final punch list is completed. Remaining to do will be the general clean-up, backfill of the driveway aprons and road shoulders, and other items per the punch list.

Lowery: Final punch list is done. Currently the contractor is making the repairs. The traffic signal timing is not working as it should. All the appropriate parties have been notified that adjustments need to be made. The adjustments should be completed by the end of the first week in October.

Cone Mill Memorial: Plans have been completed by engineer. Project permitting for Mecklenburg County stormwater was approved. Construction tentatively scheduled for 2024 pending funding.

Johnston Road Realignment: The paperwork to obtain the easement for the traffic signals at the intersection of Church Street and Hwy 51 has been submitted to the owner.

Main Street Sidewalk Repairs: Sidewalk panels on the north side of Main Street have been replaced from the railroad tracks to the bridge at Little Sugar Creek.

Huntley Glen: Road repairs/paving per Mecklenburg County are complete. Some small repairs are needed before the final walk through with Mecklenburg County, the developer and town staff.

Parkway Crossing: The developer is still working on the items discussed during the meeting of August 17 with Mecklenburg County. The items discussed were Mecklenburg County asked the developer to go forward with getting the storm drain as-builts completed and submitted into the EPM and to complete the requirements for the video and video viewing process required.

McCullough: The developer is aware of the repairs required and is in the process of coordinating the repairs as needed.

*see attached spreadsheet of pending/issued permits for FY 2024

**PERMITS ISSUED/PENDING
COMPANY
Fiscal Year 2024**

COMPANY	LOCATION	STATUS	PERMIT NO
Spectrum/Melissa Sherrill Telics	Franklin/Main Street	Issued	PW20230816FRANKLIN/MAIN
Spectrum/Melissa Sherrill Telics	201 Towne Centre Blvd/Pineville Matthews Road	Issued	PW20230721TOWNECENTRE201
Charlotte Water/Zach Pelicone	273 Eden Circle/Cone Avenue	Issued	PW20230630EDENCIRCLE273
AT&T/Kara Rydill A02KFQA	11331 Downs Road	Issued	PW20230824DOWNS11331
Charter/Doug Sharp	9132 Willow Ridge/Goodsell Ct.	issued	PW20230801WILLOWRIDGE9132
Google Fiber/Micheal Scheetz/Telics	10324 John's Towne Dr/Park Crossing Dr 10504 Willow Ridge Rd/Willow Ridge & Goodsell Ct.	Issued	PW20230919PARKJOHNSWILLOW
Segra/Verizon Business/Johanna Shaw	950 N Polk St/Industrial Blvd	Issued	PW20230821NPOLK950
PNG/Paul Tatsis	12012 Carolina Logistics Drive/Downs Road	Issued	PW20230821CAROLINALOGISTICS12012
Segra/Johanna Shaw	12031 Carolina Logistics Drive	Issued	PW20230915CAROLINALOGISTICS12031
PNG/Paul Tatsis	657 Cranford Drive	Issued	PW20230911CRANFORD657
AT&T/Ashley Northup	12012 Carolina Logistics Drive/Downs Road	Pending	
Spectrum/Tracey Kendall/STS Cable Services	10100 Rodney Street/Industrial Drive	Issued	PW20230911RODNEYSTREET10100
PNG/Paul Tatsis	129 Lowry Street	Issued	PW20230918LOWERY129
Derrick Walker/D.E.Walker Construction	Replacement of frame&louvers manholes	Issued	PW20230926MANHOLEVARIOUS
AT&T/Ashley Northup	8700 Pineville-Matthews Rd/Park Cedar Drive	Pending	



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: 10/4/2023

Re: Human Resources Monthly Report

Ryan,

Enclosed is the Human Resources Department Monthly Report for the month of September 2023.

New Hires:

Christopher Jackson, Police Officer

Resignation/Termination:

Brian Denny, B.L.E.T. trainee

Retirements:

Detective Russell Bennett, 11/01/2023

Transfers:

none

Promotions:

Thomas Galuski, Police Lieutenant, Patrol Division

Current Openings:

Police Officer, 3 B.L.E.T. trainees graduated Aug 18, 7 B.L.E.T. trainees started classes August 15, 2 sworn Police Patrol or Investigations openings assuming all BLETs graduate and are certified.

Park Maintenance Technician, interviews in progress, offer extended

Storm Water Technician, accepting applications, interviews beginning

Departmental Update:

Employee Handbook:

Work continues on updating the entire Town Employee Handbook and revising policies that are outdated, unclear, or need to be added. Coordination with Police General Orders and their work with

Lexipol is next. Then, this will be reviewed by our Town attorney before presenting to Council. The expected timeframe to present the proposed update is in November or December.

Safety:

The Police Department is working with OSHA and our safety consultant through a voluntary program to reduce their risk of an on-the-spot inspection in the future.

The Town is applying this month for Safety matching grants from the North Carolina League of Municipalities. If all requests are approved, the funds will help us improve safety and security in several of our departments, specifically safety equipment in Public Works and security cameras in Parks & Recreation.

Recruiting:

We are still seeking experienced Police Officers, a Parks & Rec Maintenance Technician (replacement) and a Storm Water Technician (new position). All other departments are fully staffed.

Wellness:

This month we implemented a new wellness benefit to encourage healthy living (physical, financial and lifestyle wellness). Budgeted wellness dollars will reimburse employees for expenses in these categories. A fall Flu vaccination campaign is underway encouraging employees to get vaccinated.

Employee Appreciation:

We are planning another Trunk or Treat for Oct 27th, this time combined with a Parks & Recreation public event. Employees will have contests among themselves and will participate by department.

Planning for the annual Holiday Party are underway with a ugly sweater theme. A save-the-date announcement was included in the Fall Employee newsletter. It will be Friday December 22 at 11:00 am at Spare Time Entertainment.

Parks and Recreation Department Update

September

2023

Over 240 soccer kids began playing games at Jack Hughes in September, beautiful weather and little boys and girls made our Saturdays delightful. We wrapped up our Rock'n & Reel'n series with the band New Local, and our final movie of the month Lightyear. We had another great Learn to Ride event in September as some kids now are biking on their own. Our final Music on Main was on September 15th, patrons enjoyed the Music of Adam Rose. Adult basketball games continue during the week at the Belle Johnston Recreation Center. Our first Pineville 4 Miler took place on the New Greenway on Saturday, September 23rd, a great first event. 13 seniors enjoyed a day at Skytop Apple Orchards on September. They enjoyed perfect weather and apples galore. Both kids and adults were able to enjoy paint classes in the month of September. Finally, we wrapped another wonderful splash pad season on Labor Day.



Parks and Recreation Department Update

September

2023



Parks and Recreation Department Update

September

2023

General Programming – Belle Johnston

Pickleball: Open Pickleball times Saturdays from 10:15am – 1pm. 142 participants

Karate: Wednesdays. 40 participants

Cookie Decorating Class – September 28 – 4 participants

Preschool Open Gym – Wednesday AM – 53 participants

Sound Bath Meditation Class – 8/2 – 8 participants

Paint Class – September 19 – 5 participants

ASAP Pickleball – Monday afternoons – 8 participants

Game Day with Senior Nutrition – 22 participants

Puzzle Competition – September 17th – 28 participants

Senior Field Trip – Apple Orchard - September 20th – 13 participants

Cookie Decorating Class with Senior Nutrition – September 26 – 20

After School Youth Paint Class – September 12, 19, 26 - 12 participants

National Chocolate Milk Day – September 26 – 60 participants

Lake Park

Tai Chi: Hold classes T/Th/Sat under the large shelter/stage. 102 participated

Storytime in the Park – Every Wednesday morning – 77 kids and 61 adults

Boot Camp w/ Lia – M/W/F Am – 72

The Hut

Senior Fit – Senior Fit Monday – Thursday. 240 participants

Yoga – Monday and Thursday - 47 participants

Cardio Funk: Lem holds class on Tuesdays at 6:30pm. 10 participants

Parks and Recreation Department Update

September

2023

Athletics

Youth Athletics

First soccer games were on September 9th. We had soccer pictures on September 16th. Practices continued each week.

Adult Athletics

Adult basketball games continued through September.

Jack D. Hughes

Tournaments

September 9-10: USSSA Tournament

September 16-17: USSSA Tournament

September 23-24: USSSA Tournament

September 30-October 1: Perfect Game Tournament

Baseball Field Usage

-PCAA continued their fall seasons in September on fields 1, 2, and 4.

-Carolina Bulls continued their fall season in September on field 1.

-On Deck continued their fall seasons in September on fields 1, 2, and 4.

Multipurpose Field Usage

Pineville soccer continued the fall season in September.

Hope Soccer started their fall season on September 6th.

Parks and Recreation Department Update

September

2023

Rentals

The Hut: 2 Rentals

The BJCC Dining Room: 2 Rentals

The BJCC Gym: 1 Rentals

Large Shelter: 9 Rentals

Medium Shelter: 11 Rentals

Tot Lot at Lake Park: 3 Rentals

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

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

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

Social Media

Facebook

Post Reach: 17,783

Post Engagements: 2,414

New Page Likes: +27

Total Page Likes: 4,530

Total Page Followers: 5,134

Instagram

New Followers: +43

Total Followers: 1,774

Park Maintenance Update

Lake Park

Cut weekly

Sprayed grass at stage for bugs before events

Trimmed trees around walking path around lake

Monthly building inspections

Assembled new office furniture

Removed old cabinet and repaired flooring under

The Hut

Cut weekly

Trash removal

Monthly Building Inspections

Parks and Recreation Department Update

September

2023

Dog Park

Cut as needed

Remove fallen tree and limbs

Repair around 30 feet of fence

Jack Hughes

Daily field Prep

Cut weekly

Monthly Building Inspections

Paint soccer fields weekly

Tournament preps

Remove fallen tree field 3

Spray fire ants

Trimmed tree limbs around walking track

Dug up and replaced 2 Irrigation Valves

Cemetery

Cut as needed

Limb removal as needed

Town Hall/PD

Weed removal in preparation for new mulch

Trimmed bushes around PD

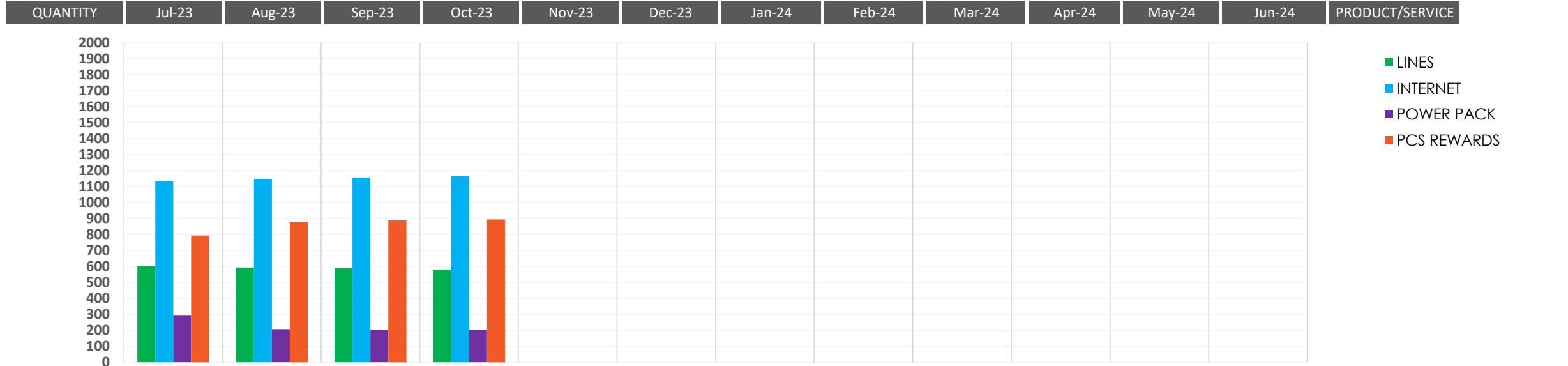
Daily trash removal and check

Pineville Memorial

Installed 120 bags of turface on infields with tractors

They provided materials

Lines, Internet, Power Pack and PCS Rewards FISCAL YEAR FY 23 (JULY 1, 2023 THRU JUNE 30, 2024)



PRODUCT	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total For FY22	Trend
LINES	602	593	589	581										
INTERNET	1,135	1,148	1,156	1,166										
POWER PACK	295	207	204	203										
PCS REWARDS	793	879	888	894										

632



PINEVILLE COMMUNICATION SYSTEMS



INTERNET RESULTS FOR MONTH ENDING 09-30-2023

REVENUE AREA	TOTAL INTERNET FOR MONTH ENDING 07-31-2023	INSTALLS SOLD AND COMPLETED IN AUG.	DISCONNECTS TAKEN AND EXECUTED IN AUG.	MONTH ENDING 08-31-2023	INSTALLS SOLD AND COMPLETED IN SEPT.	DISCONNECTS TAKEN AND EXECUTED IN SEPT.	MONTH ENDING 09-30-2023	SOLD IN SEPT. ON SCHEDULE FOR INSTALLATION IN OCT.	TOTAL INTERNET FOR MONTH ENDING 09-30-2023
ILEC	518	9	-6	521	17	-4	534	0	534
CLEC	630	16	-11	635	8	-11	632	0	632
TOTAL	1148	25	-17	1156	25	-15	1166	0	1166

****17-DISC 13 Moving out of area, 0-DISC to go to competitor, 0-DISC non pay, 4 -Removing Service****

REVENUE AREA	PENDING INSTALLS ON SCHEDULE SOLD IN SEPT. INSTALLING IN OCT.	SOLD WAITING FOR SIGNED CONTRACT SO THEY CAN BE SCHEDULED	UPGRADES IN SPEED COMPLETED IN SEPT INCREASE REV NOV	UPGRADES SOLD AFTER BILLING WILL INCREASE REV NOV.	EXISTING COPPER CUSTOMER CONVERTING TO FIBER ON SCHEDULE FOR SEPT. OR COMPLETED IN OCT.	PENDING DISCONNECTS ON SCHEDULE FOR OCT/NOV.
ILEC	0	0	0	0	0	0
CLEC	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

**** PENDING DISCONNECTION OF SERVICE ORDERS ****

**** THESE CUSTOMERS SOLD IN AUG. BUT INSTALLATION SCHEDULED FOR SEPT. ****

****WE HAD EXISTING ACCOUNTS THAT UPGRADE SPEED IN SEPT.****

**** EXISTING COPPER CUSTOMERS CONVERTING TO FIBER IN AUG OR COMPLETED IN SEPT. ****

100M TO 1 GIG SPEED OFFERING TAKE RATE TO DATE

INTERNET RESULTS FOR MONTH ENDING 09-30-2023	Aug-23	Sep-23	SERVICE AREA	RES OR BUS	SPEED	NET GROWTH/LOSS FROM PREVIOUS MONTH
1166	192	192	CLEC	RES	300M	0
	68	70	CLEC	RES	600M	2
	230	226	CLEC	RES	1 GIG	-4
	5	5	CLEC	BUS	100M	0
	7	7	CLEC	BUS	GIG	0
	2	2	CLEC	BUS	200M	0
	2	3	CLEC	RES	400M	1
	29	31	ILEC	BUS	100M	2
	6	6	ILEC	BUS	200M	0
	22	23	ILEC	BUS	1 GIG	1
	149	146	ILEC	RES	1 GIG	-3
	174	182	ILEC	RES	300M	8
	26	31	ILEC	RES	600M	5
	0	0	ILEC	RES	400M	0
	912	924				12
0.782161235						

78% of our Internet subscribers now subscriber to 100M or higher (increased by from previous month)



RESIDENTIAL AND BUSINESS LINE COUNT MONTH ENDING 08-31-2023

INTERNET RESULTS FOR MONTH ENDING 10-30-2023

CLEC LINE COUNT	INSTALLS SOLD AND COMPLETED IN AUG.	INSTALLS SOLD AND COMPLETED IN SEPT.	NET GAIN/LOSS
BUS	44	43	-1
RES	97	97	0
SUB TOTAL	141	140	-1
ILEC LINE COUNT	TOTAL FOR MONTH ENDING AUG.	TOTAL FOR MONTH ENDING SEPT.	NET GAIN/LOSS
BUS	330	324	-6
RES	118	117	-1
SUB TOTAL	448	441	-7
TOTAL	589	581	-8

0



PCS REWARDS MONTH ENDING 09-30-2023

NET DECREASE OF POWER PACK DISCOUNTS 1
NET INCREASE OF PCS REWARDS 6

	COUNT AS OF 08-31-2023	COUNT AS OF 09-30-2023		
PCS REWARDS	888	894	6	
RES	888	894		
SUB TOTAL	888	894	6	
POWERPACK DISCOUNT				
RES	204	203	-1	
SUB TOTAL	204	203	-1	
TOTAL CUSTOMERS RECEIVING REWARDS	1092	1097	5	



PINEVILLE POLICE DEPARTMENT

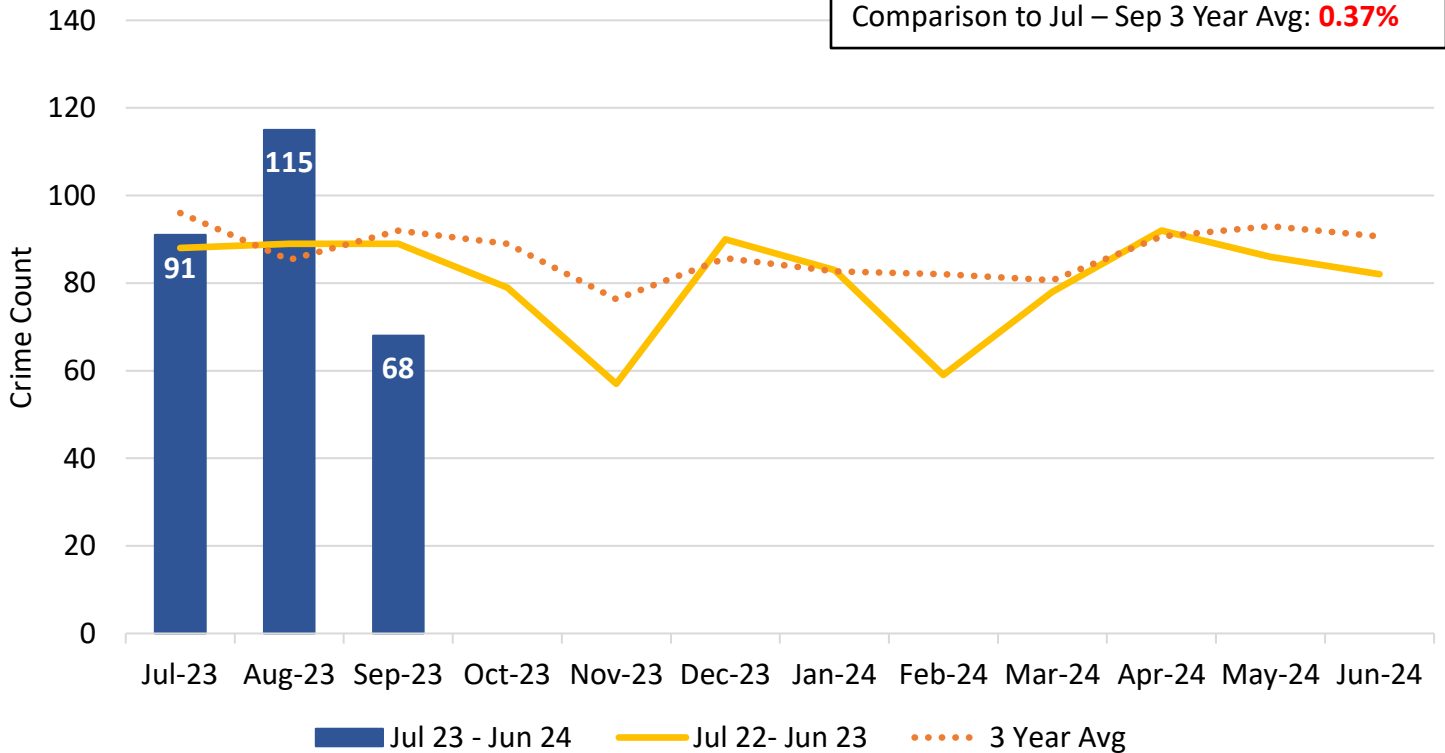
MONTHLY REPORT September 2023

Crime Goals

Below is the evaluation of the police department’s crime goals. Goals are measured for 12 months based on the fiscal year. For the year of July 2023 – June 2024, the goals are to reduce part 1 crimes by 5%, reduce group A offenses at Carolina Place Mall by 10%, and reduce traffic accidents by 5%.

Goal #1: Part 1 Crimes

Goal: -5%
Comparison to Jul – Sep 22: **3.01%**
Comparison to Jul – Sep 3 Year Avg: **0.37%**



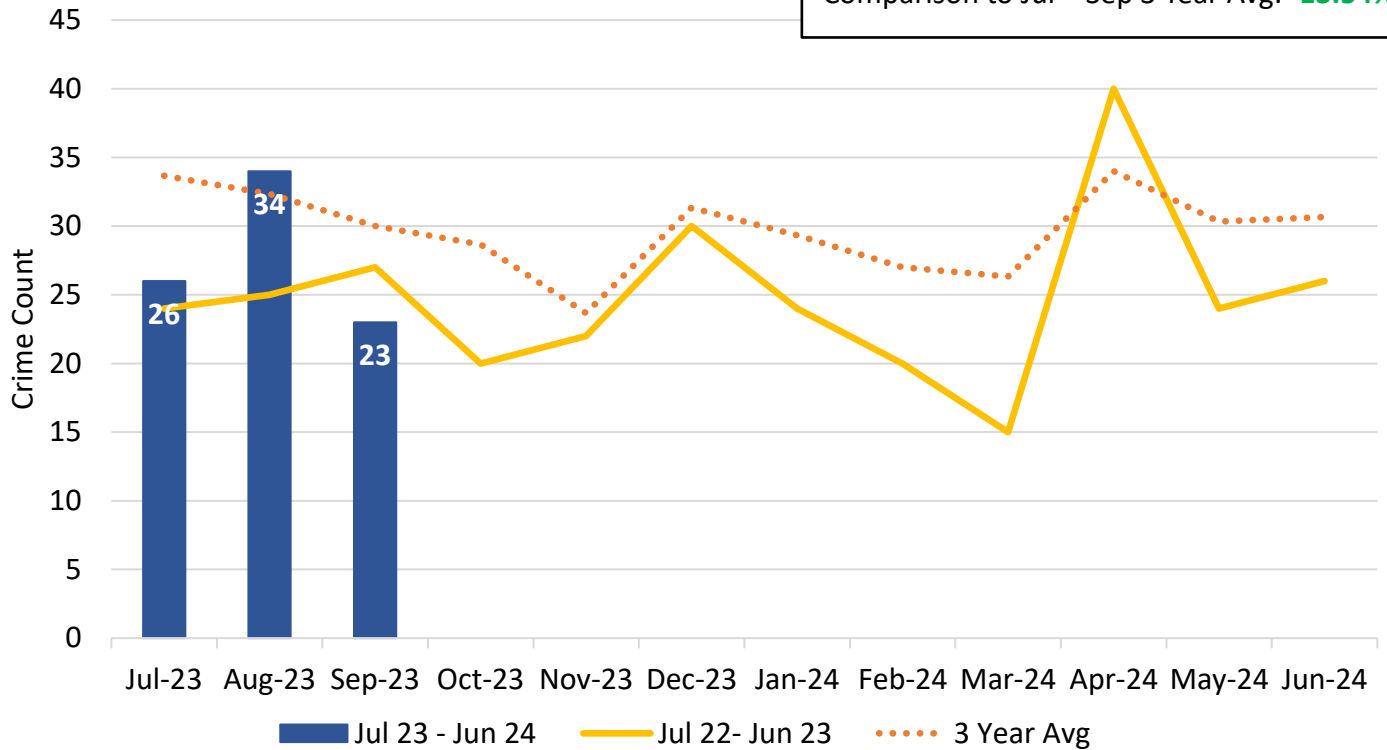
* data pulled from RMS by offense code equal to 09A, 11A, 120, 13A, 220, 23A-H, 24, 200; unfounded removed

Goal #2: Carolina Place Mall - Group A Offenses

Goal: -10%

Comparison to Jul – Sep 22: **9.21%**

Comparison to Jul – Sep 3 Year Avg: **-13.54%**

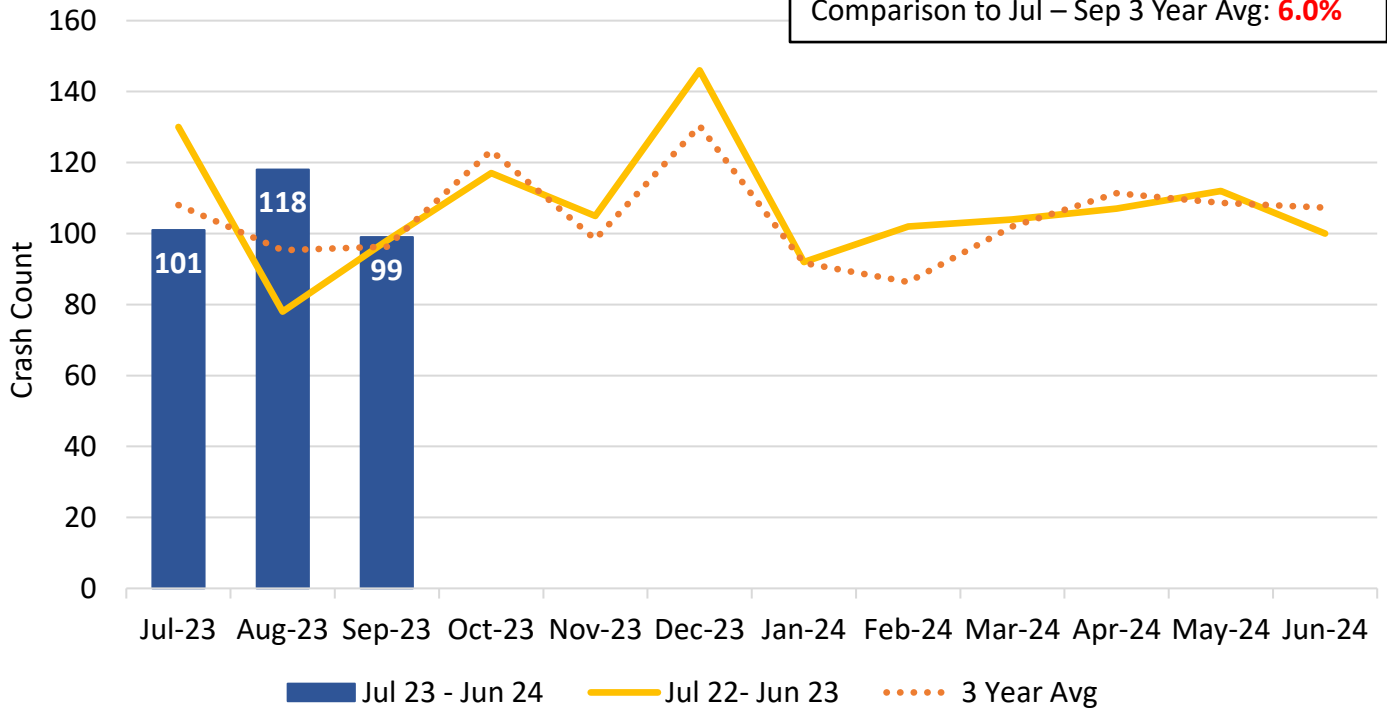


Goal #3: Traffic Accidents

Goal: -5%

Comparison to Jul – Sep 22: **3.92%**

Comparison to Jul – Sep 3 Year Avg: **6.0%**



*top chart: data pulled from RMS by locations containing "11001, 11009, 11017, 11033, 11025, 11041, 11049, 11055, 11059, 11067"; offenses not containing "90" in code removed

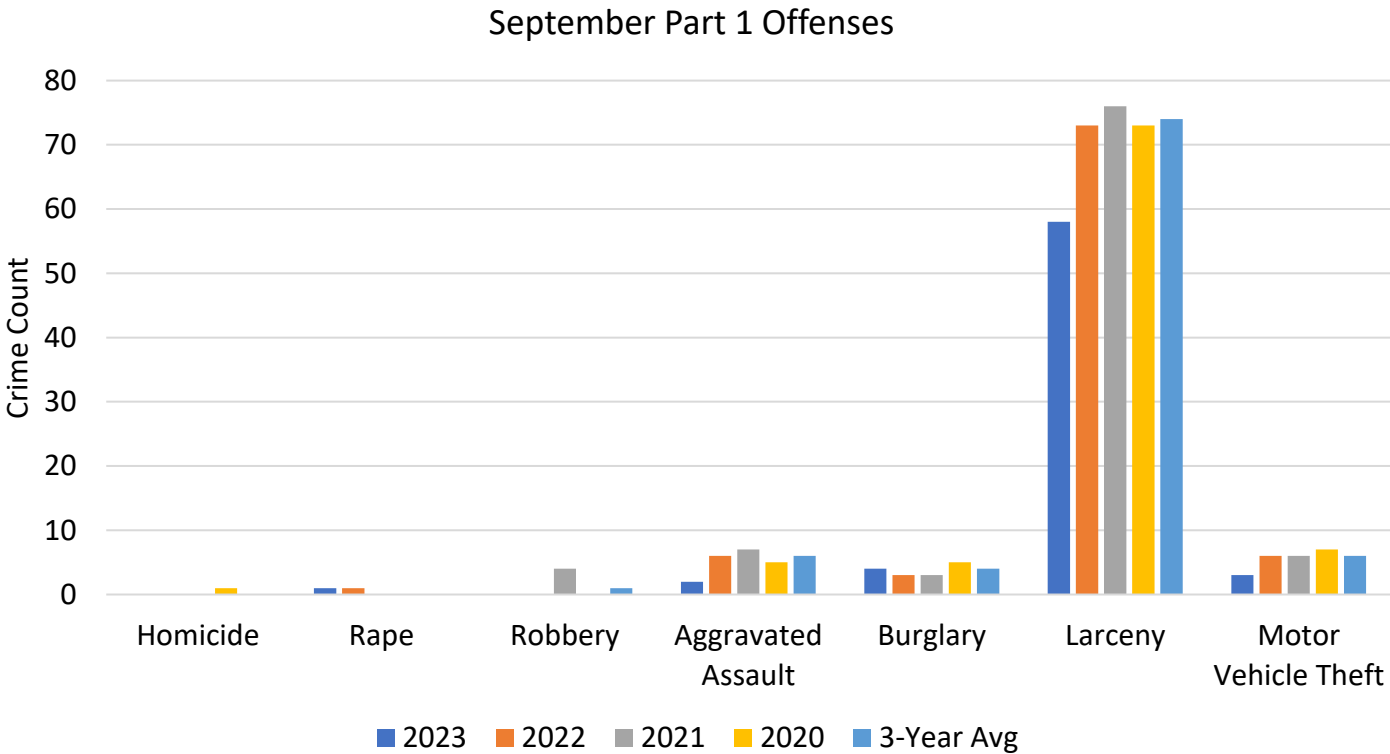
*bottom chart: data pulled from CAD; traffic accident and hit and run calls with disposition of report taken or rendered assistance MI

Monthly Crime Statistics

Below is a table and bar graph of the counts for part 1 offenses in September. For comparison, the same is shown for the past 3 years. The average of the 3 years was calculated.

September Crime Statistics Part 1 Offenses						
	2023	2022	2021	2020	3-year average (2020-2022)	ETJ
Homicide	0	0	0	1	0	0
Rape	1	1	0	0	0	0
Robbery	0	0	4	0	1	0
Aggravated Assault	2	6	7	5	6	0
Burglary	4	3	3	5	4	1
Larceny	58	73	76	73	74	1
Motor Vehicle Theft	3	6	6	7	6	0

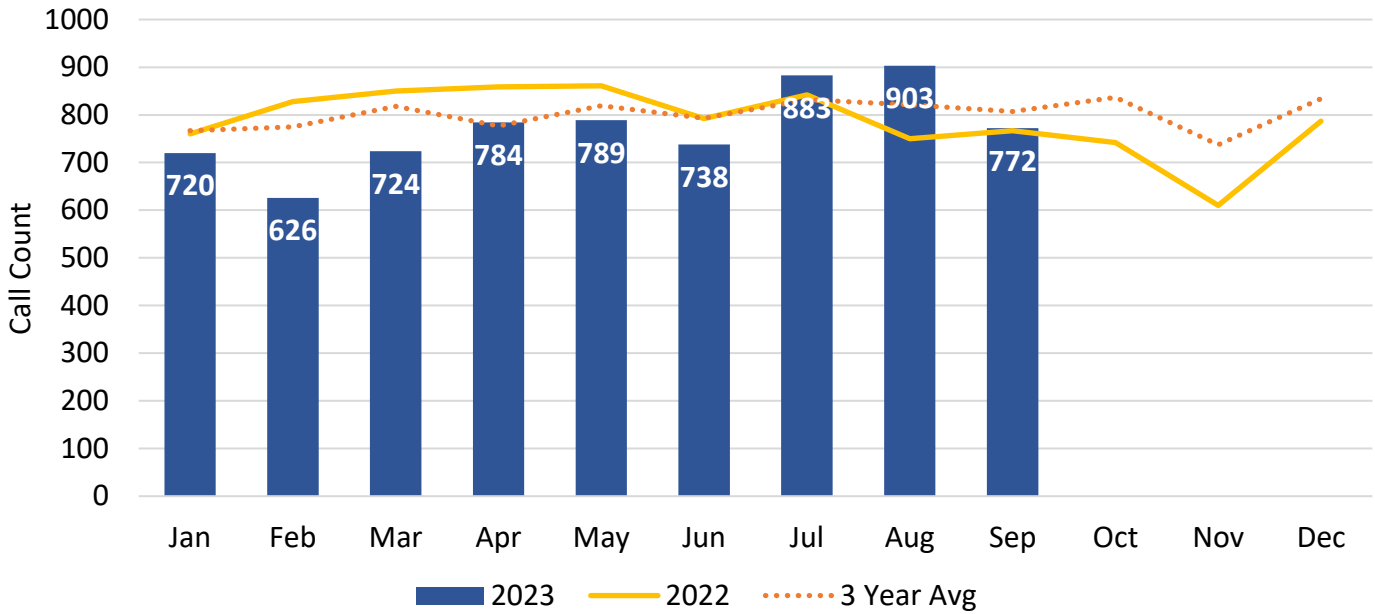
* ETJ statistics included in total number of offenses



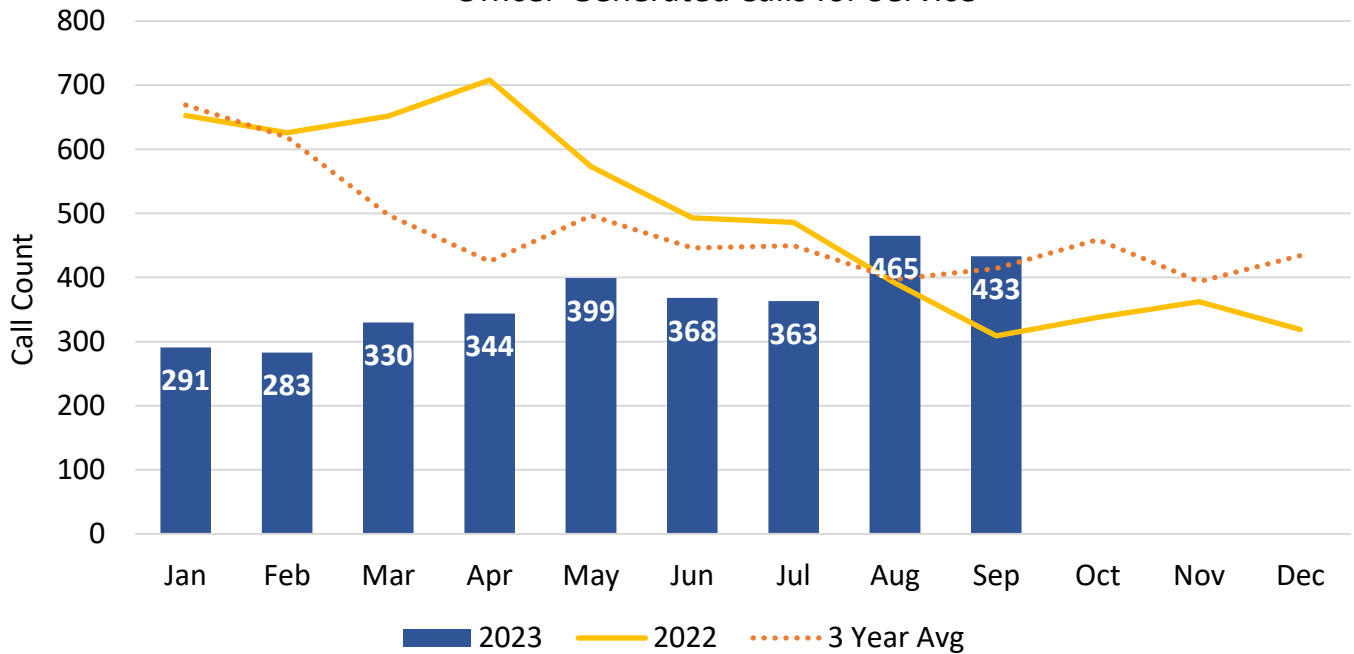
Calls for Service

The graphs below display the number of calls for service in comparison to previous months and the previous 2 years. The first graph is citizen-generated calls. The second graph is officer-generated calls.

Citizen-Generated Calls for Service



Officer-Generated Calls for Service



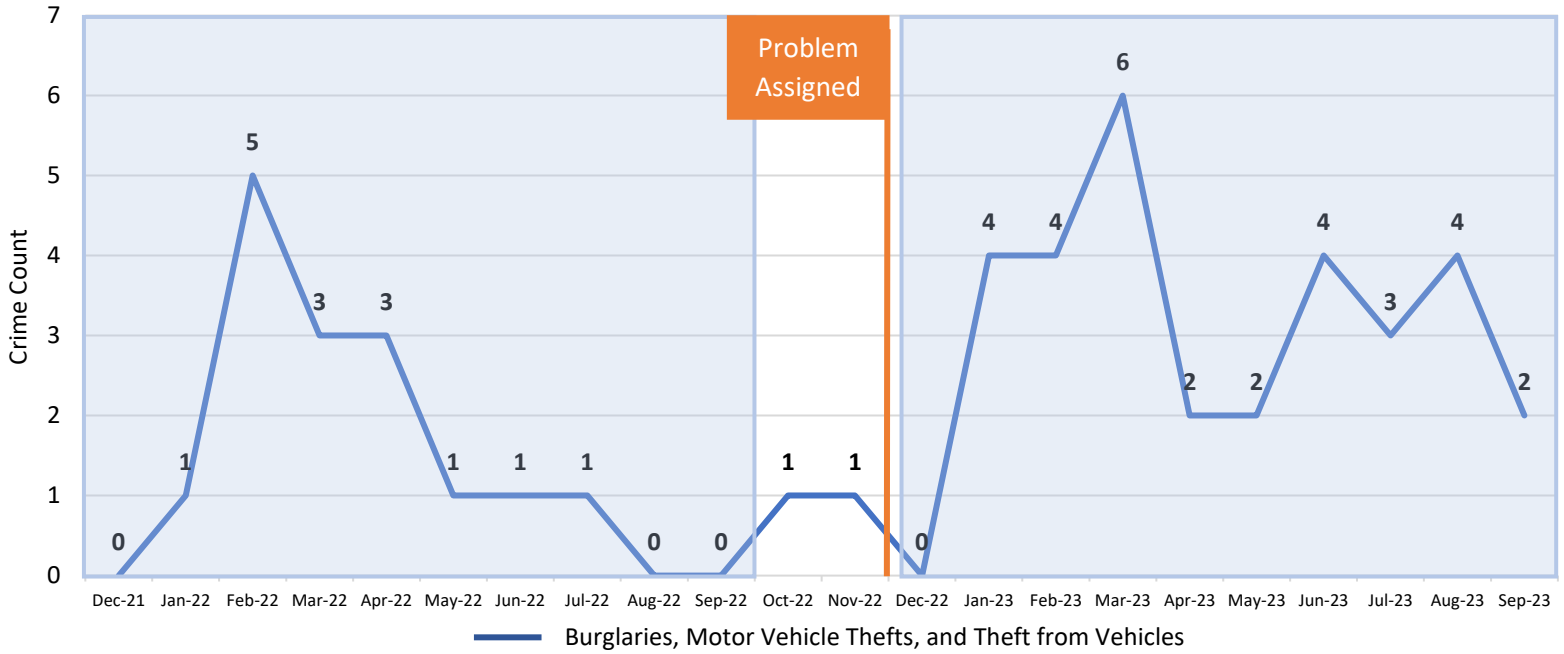
*zone checks and foot patrols removed

Problem Locations

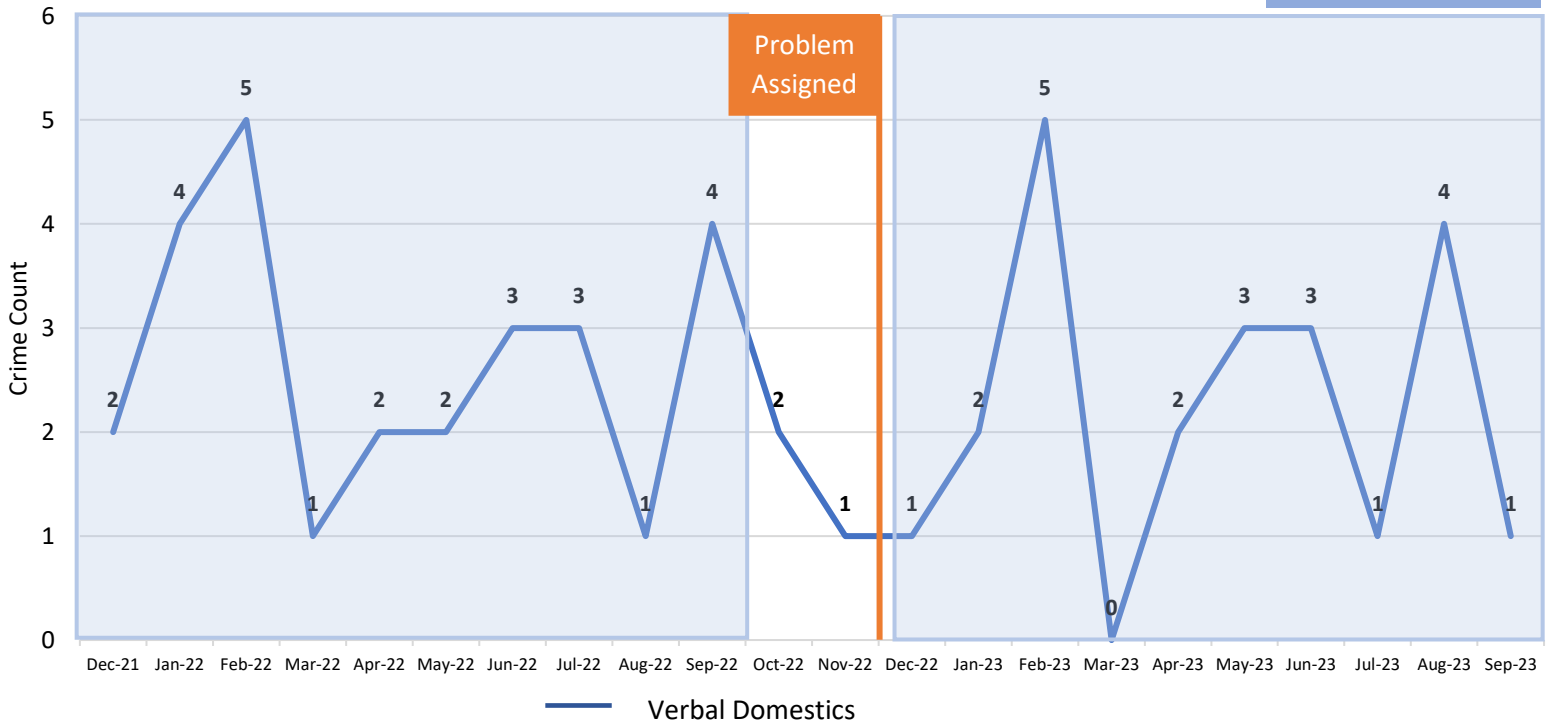
The following problem locations have been identified using 12 months of calls for service and crime data, showing a consistent crime problem. Each month, these locations are evaluated based off the crime and disorder the assignee was tasked to handle. Problem locations are evaluated until deemed successful.

1. Sabal Point Apartments

% Change: **106.67%**



% Change: **-18.52%**



* top chart: data pulled from RMS by locations containing "sabal"; offense code equal to 220, 240, or 23F; unfounded removed
 *bottom chart: data pulled from RMS by locations containing "sabal"; offense description containing "domestic"; unfounded removed

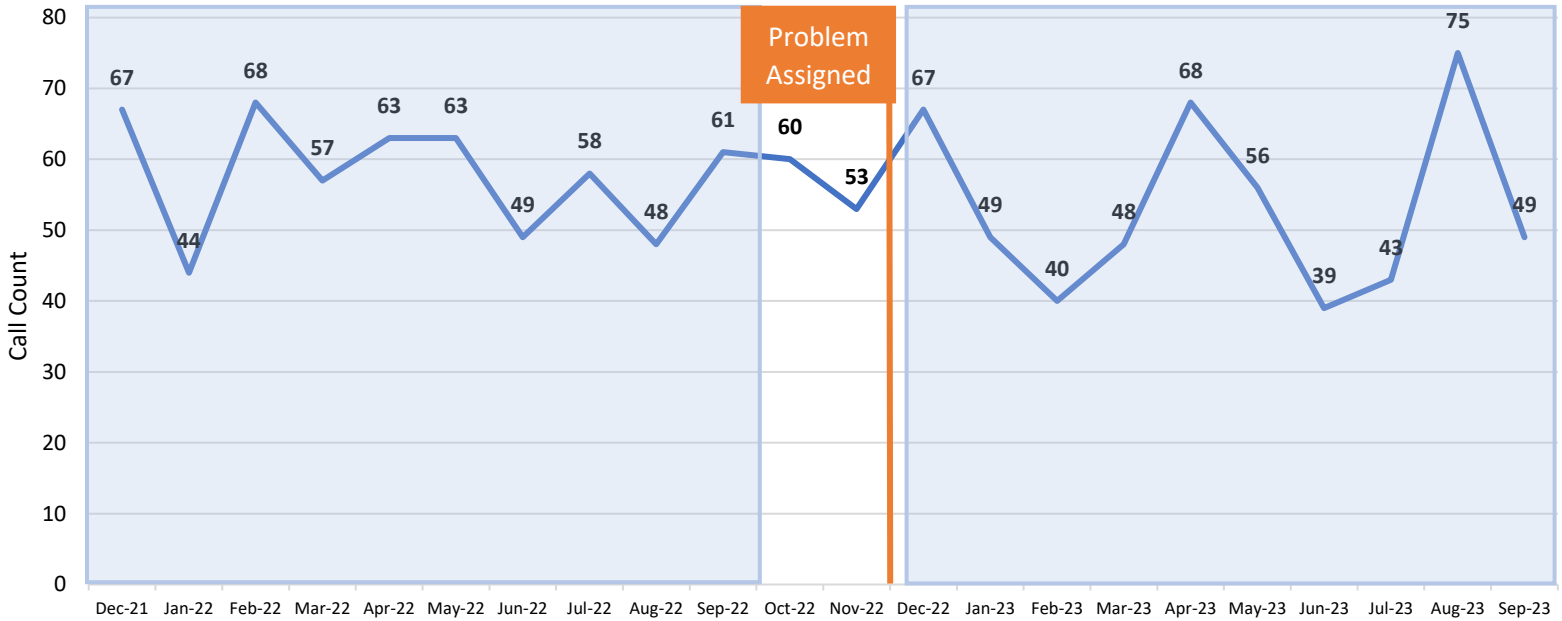
Problem Area

The problem area is Carolina Place Mall. It was identified using 12 months of calls for service and crime data, showing a consistent crime problem. Each month, the evaluation is based off the crime and disorder the assignee was tasked to handle. Since a problem area has more crime and disorder than a problem location, the evaluation is broken down into several charts.

Carolina Place Mall

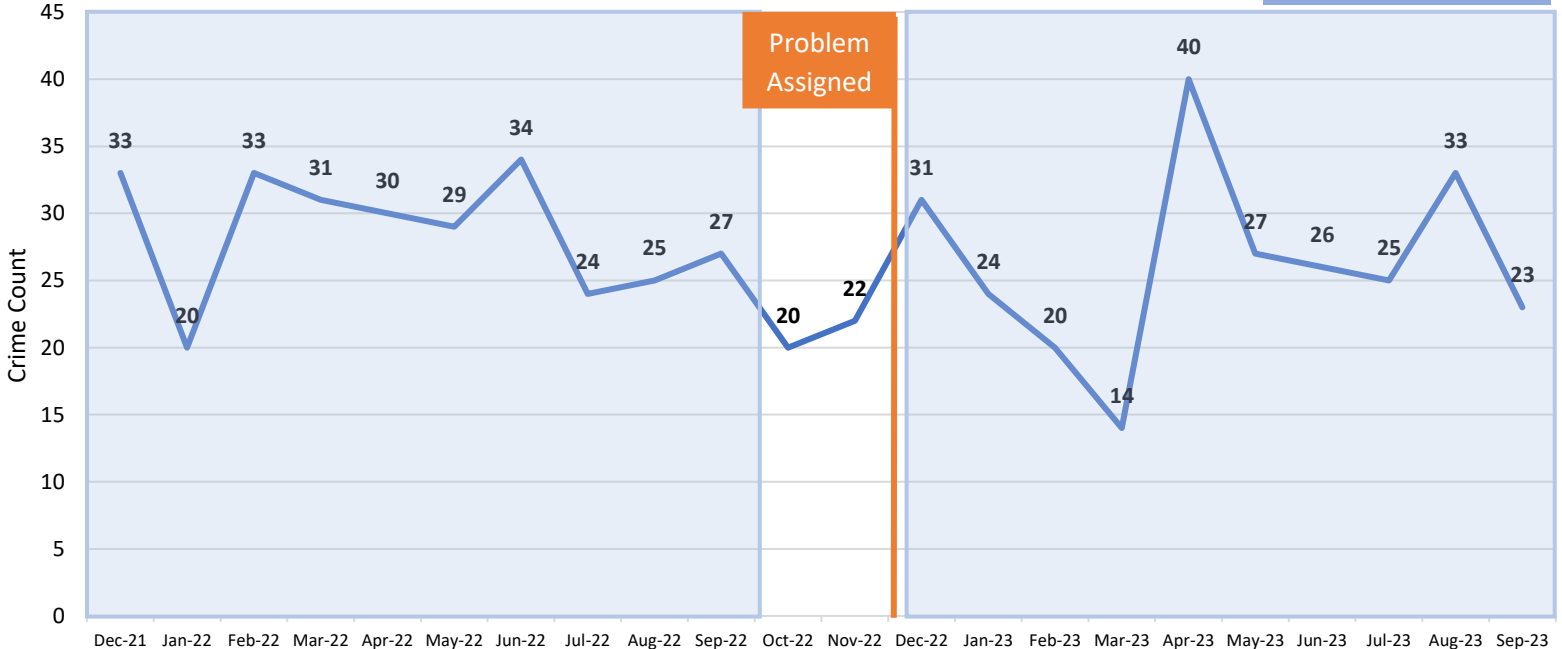
1. Citizen-Generated Calls for Service

% Change: **-7.61%**



2. Group A Offenses

% Change: **-8.74%**

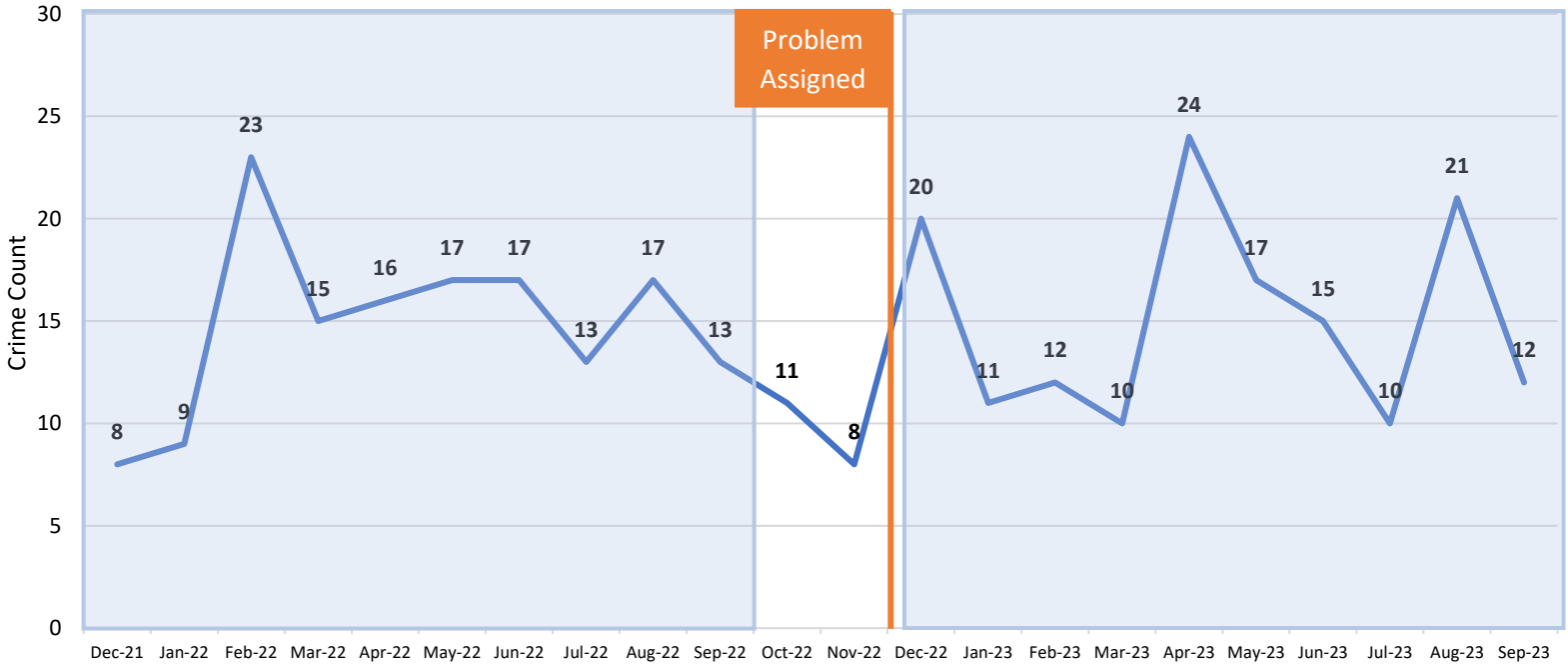


*top chart: data pulled from CAD by locations containing "11001, 11009, 11017, 11033, 11025, 11041, 11049, 11055, 11059, 11067"; includes "how received" of 911, phone, walk-in, computer, and unfounded removed

*bottom chart: data pulled from RMS by locations containing "11001, 11009, 11017, 11033, 11025, 11041, 11049, 11055, 11059, 11067"; offense not containing "90" in code; unfounded removed

3. Shoplifting

% Change: **2.70%**



September Community Engagement

- Monthly inspections and Drug Drop box
- Monthly Safety Meeting
- Chamber of Commerce meeting
- CIT Committee Meeting
- Working on the awards ceremony
- Facebook Live
- Working with the Silvas for Hispanic Heritage Month
- Friday events at the park
- Planning for Fall Fest
- Shop With a Cop meeting
- First Responders Kart Challenge
- Chamber of Commerce Golf event
- Girl Scout Event on the 30th
- Bike giveaway event on the 23rd
- Habitat for Humanity event on the 23th

Weekly meetings with Chief on progress for projects. Manage Twitter, Instagram, Facebook and Ring apps for the PD. Still continuing to work on recruiting.

* data pulled from RMS by locations containing "11001, 11009, 11017, 11033, 11025, 11041, 11049, 11055, 11059, 11067"; offense code equal to 23C; unfounded removed

September Traffic Enforcement

Traffic Enforcement Type and Dispositions

Enforcement	Count
Traffic Stop	254
Citation Issued	92
Warning	145
Report Taken	6

*Officer-generated traffic stops; unfounded removed

Locations of Traffic Enforcement

Street Name	Count
PINEVILLE-MATTHEWS RD	59
MAIN ST	41
POLK ST	26
CAROLINA PLACE PKY	24
PARK RD	15
DOWNS CIR	6
LEE ST	5
CENTRUM PKY	5
ROCK HILL-PINEVILLE RD	5
PINEVILLE RD	4
CHURCH ST	4
LOWRY ST	3
BLUE HERON DR	3
FRANKLIN ST	3
TOWNE CENTRE BLVD	3
JOHNSTON RD	3
LANCASTER HWY	3
DORMAN RD	2
SABAL POINT DR	2
CADILLAC ST	2
INDUSTRIAL DR	2
MIRACLE CLEANERS	2
JOHNSTON DR	2
DOVER ST	2
BIRNEN DR	2
REID LN	2
LEITNER DR	2
CRANFORD DR	2
I-485 INNER HWY	2
MARFIELD LN	1
DOWNS RD	1
CEDAR CREEK LN	1

MEADOW CREEK LN	1
FELDFARM LN	1
WILLOW RIDGE RD	1
MCCULLOUGH CLUB DR	1
I-485 OUTER HWY	1
CONE AVE	1
MUSKERRY DR	1
KINNERTON PL	1
OAKLEY AVE	1
SABAL PARK DR	1
PARK CEDAR DR	1
CHILDERS LN	1
COMMERCE DR	1
PINEVILLE PORCH	1
MILLER ST	1
Grand Total	254

*based on location of stop in CAD

November

2023



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	Election Day	8	9	VETERANS DAY HOLIDAY	11
12	13	COUNCIL MTG 6:30 PM	15	16	17	18
19	20	21	22	THANKSGIVING HOLIDAY	THANKSGIVING HOLIDAY	25
26	WORK SESSION 6:00 PM	28	29	30		