



<https://us02web.zoom.us/j/81961226138>

AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag (JE)

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

- [1.](#) Approval of the minutes of January 10, 2023 Town Council meeting and January 23, 2023 Work Session.

AWARDS AND RECOGNITION

- [2.](#) New Officer, Logan Hulst, Pineville Police Department

CONSENT AGENDA

- [3.](#) Tax Refunds (*Chris Tucker*)
- [4.](#) Finance Report (*Chris Tucker*)
- [5.](#) Budget Amendments (*Chris Tucker*)
- [6.](#) Rescheduling of August Town Council Meeting (*Lisa Snyder*)
- [7.](#) Resolution 2023-2 for Surplus Items (*Lisa Snyder*)
- [8.](#) Retirement Systems Notification (*Chris Tucker*)

PUBLIC COMMENT

- [9.](#) David Phillips (Cone Mill Petition Presentation)

PUBLIC HEARING

- [10.](#) Acceptance of Iveybrook Lane, McIntyre Ridge, and Founders Park Ln Roads (***Travis Morgan***)
- [11.](#) Purchase of 313 and 315 N Polk Street (***Ryan Spitzer***)

OLD BUSINESS

- [12.](#) Board openings for Planning Board & BOA (*Lisa Snyder*) - ***ACTION ITEM***

NEW BUSINESS

13. Vote on acceptance of Iveybrook Lane, McIntyre Ridge, and Founders Park Ln roads (Travis Morgan) -***ACTION ITEM***
- [14.](#) Removal of temporary construction fence on Cranford Drive in the Preston Park Subdivision (Ryan Spitzer) - ***ACTION ITEM***
- [15.](#) Budget Amendment for hiring bonuses in the PD (Chief Hudgins) - ***ACTION ITEM***
- [16.](#) Purchase of 313 and 315 N Polk Street (Ryan Spitzer) - ***ACTION ITEM***
- [17.](#) Audit Contract (*Chris Tucker*)- ***ACTION ITEM***
- [18.](#) Adoption of FY 24 Budget Calendar (Chris Tucker) - ***ACTION ITEM***

MONTHLY STAFF REPORTS

- [19.](#) Public Works
 - Parks and Rec
 - Human Resources
 - Telephone
 - Planning & Zoning
 - Police

MANAGER'S REPORT

CALENDARS FOR COUNCIL

- [20.](#) February and March calendars

CLOSED SESSION

21. Closed Session pursuant to NCGS 143-318-11 (3) - attorney/client privilege

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, JANUARY 10, 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

Council Member Chris McDonough led everyone in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Jack Edwards asked for a moment of silence for Harvey Darnell, who passed away last month, police, our first responders, our fireman, our police who are out there, just thank them when you see them, give them a hug, they deserve it. Also, hug your neighbor some morning, have a cup of coffee and talk. Everybody wants to be heard. Love your neighbor.

ADOPTION OF AGENDA

Council Member Amelia Stinson-Wesley made a motion to approve 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 December 13, 2022 Town Council Meeting were submitted for approval. Council Member Chris McDonough moved to approve the minutes with a second made by Mayor Pro Tem Ed Samaha. All Ayes. **(Approved 4-0)**

CONSENT AGENDA

Budget Amendment 2023-8 and Resolution 2023-1 for Surplus Items. The first one from Chris Tucker is the fire that was at Jack Hughes and settlement and movement of money after the insurance claim was settled. Mayor Pro Tem Samaha moved to accept the Consent Agenda as presented with a second made by Council Member McDonough. **(Approved 4-0)**

BOARD UPDATES and PUBLIC COMMENT

There were no Board updates this month.

Jane Shutt, Pineville Neighbors Place. Jane thanked everyone who donated during the recent Town Food Drive. They received over 650 lbs of food for our neighbors. During 2022, PNP distributed over 14,000 lbs of food to our neighbors from their food pantry. In addition, they sponsored and provided volunteers for 6 mobile food pantries at Sterling Elementary in

partnership with Second Harvest Food Bank. The PNP Board has begun interviewing candidates for the Executive Director position. The candidates are very qualified and PNP is committed to hiring the very best person to continue the important work that PNP does in Pineville.

Jane has the privilege of serving on the Police Advisory Panel. At their last meeting, they discussed the challenge of hiring enough police officers. The same challenge exists for hiring teachers and nurses in our area. The panel discussed how these public servants cannot afford to live in Pineville. She is hopeful that this community will recognize the lack of reasonably priced housing in our area and start brainstorming creative ways we can address this real issue.

Our neighbors continue to struggle with health challenges, inflation, unstable employment, and the potholes of life that we all experience. Thanks for the American Rescue Plan Act (ARPA) grant money from United Way, Mecklenburg County, and the Town of Pineville, they have been able to provide funding to help our neighbors remain in stable housing. In 2022, they provided almost \$550,000 in financial assistance with rent and utilities to 2,190 people. In 2018, PNP started giving financial assistance with a total of \$33,000 for the year. This means they have given out 16 times the assistance that they did 4 years ago. A special thank you to the Town Council for the ARPA grant money they provided. They have spent \$21,000 of the \$50,000 to provide financial assistance for 67 households.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Council Meeting and Work Session dates for 2023. Mayor Edwards said we may have an issue with the August Council meeting due to the Electricities Conference, but it has not been announced yet. We can make an adjustment after it has been announced. Mayor Pro Tem Samaha moved to accept the 2023 Council meeting and Work Session dates with a second made by Council Member Stinson-Wesley. ***Motion passed (4-0)***

Planning Board and BOA Appointments for 2023. The alternate to the Board is Gary Wright and he has resigned, Kevin Kendrick has resigned so we need replacements for those positions. David Neeley has moved out of the area, and we need an additional person is needed for this board. We have received one application. Town Clerk Snyder confirmed that we received one from Dusty Gilvin. Mayor Pro Tem reiterated that he has met Mr. Gilvin, who moved here two years ago and wants to be a part of the community. Council Member Les Gladden feels that we're getting too heavy on McCullough representation on our boards. He doesn't know this person so it's nothing personal. He would like more time to get people to recruit for these boards. He feels we need to spread these openings around and get the word out to the residents. Mayor Edwards said that we will continue this to the next Council meeting in February to address.

Openings for boards and committees for 2023. Mayor Edwards listed the boards up for approval: Centralina (COG), represented by Amelia Stinson-Wesley, Citizen Transit Advisory Group, represented by Justin Musick, CRTPO and Electricities, both represented by Jack Edwards, Hazard Mitigation Committee, represented by Gerlyn Garcia, MTC, represented by Jack Edwards, and Municipal Advisory Group, represented by Ed Samaha. Council Member McDonough moved to approve the list of outside of Pineville Boards, with a second made by Mayor Pro Tem Samaha. ***(Approved 4-0)***

Manager's Report. Mr. Spitzer reported that he will host the first Quarterly Town Hall meeting next week, January 17th, beginning at 6:00 pm at Town Hall. These will be done quarterly.

We are quickly approaching the time to begin booking events and vendors for the Fall Fest and need a decision on where we're going to have it. We can also discuss at our January Work Session.

We have received some requests from citizens on Cone Avenue to look into putting in a cluster mailbox. Does Council want to consider this? Residents have to get a post office box because they don't have a walking mail carrier. The post office will be moving, and we are working with them to see if they may move into the old Town Hall temporarily. No surveys have been sent out yet. Per Council Member Gladden, this would be covering Dover to Lakeview because of the way the sidewalks are. Mayor thinks they got permission from Grace Life Church, at one time, to put them on that property. Council Member Gladden

said we should look at the strip of property by the memorial. Council Member McDonough will look into Grace Life Church and discuss later. Council does wish to consider this for those residents.

Town Hall will be closed Monday, January 16th for Martin Luther King's birthday.

February 10th is the Valentine's Dinner and we are accepting signups currently and those interested in participating need to contact the Belle Johnston Community Center.

Council Member Gladden reviewed Chip's updates, where it gets into Huntley Glenn, we need to make sure the outside turn lane, as part of the approved process, needs to be 75 foot widths; it's not and it never has been so it should not get approved until that's taken care of.

Council Member Stinson-Wesley asked, now that we are sharing physical space with the library, do we coordinate holidays where we are closed with the library, how do we separate those spaces. Mr. Spitzer answered that they operate separately, they have their own keys. The elevator doesn't work when we're closed.

Mayor Pro Tem Samaha complimented the Town Clerk on the quarterly newsletter. It was very well done.

Mayor Edwards announced a five-minute recess before going into Closed Session pursuant to NCGS 143-318-11(5) – a real estate municipal building. The only people who will be here are the Fire Department.

Council Member McDonough moved to go into Closed Session with a second made by Mayor Pro Tem Samaha at 6:50 pm. All ayes. **(Approved 4-0)**

ADJOURNMENT

Motion was made by Council Member McDonough to adjourn followed by a second made by Mayor Pro Tem Samaha. **(Approved 4-0)** The meeting was adjourned at 8:07 pm.

Jack Edwards

ATTEST: _____
Lisa Snyder, Town Clerk



**WORK SESSION MINUTES
MONDAY JANUARY 23, 2023 @ 6:00 PM
TOWN HALL COUNCIL CHAMBERS**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, January 23, 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
 Filling in for Town Clerk: Sissy Eaton

Absent: Town Clerk, Lisa Snyder

CALL TO ORDER

Mayor Jack Edwards called the meeting to order at 6:03 p.m. Council Member Amelia Stinson-Wesley made a motion to open the meeting and Council Member Les Gladden seconded the motion. There were ayes by all and the meeting opened. The Mayor then called upon Planning and Zoning Director, Travis Morgan, to begin the discussion on the McCullough Commercial Project.

DISCUSSION ITEMS:

McCullough, Travis Morgan, Planning Director. Travis Morgan stated that the rental townhomes in McCullough are looking to turn over the roads currently classified as private to the Town. This Town Home piece has more narrow roads and narrow alleys as well. Alleys will remain private. The roads they are asking to update to the Town are Ivey Brook Lane, McIntyre Ridge Road and Founders Park Lane. Standard road inspections show the topcoat is complete. And they have gone through Mecklenburg County and Public Works for approval.

They are asking the Town to accept the roads with a maintenance bond. Currently there are two construction bonds on this area valued at over 1 million dollars. The maintenance bond is \$247,000. There are concerns about the inspection and Town acceptance of these roads. Travis confirmed the roads already have the topcoat done.

All construction traffic is through Miller Road – not through the areas we are looking at. Concrete barriers at McIntyre Ridge Road to eliminate construction traffic. Council Member Amelia Stinson-Wesley asked if the bond goes before one year and final inspection between the Town and the County. Council Member Chris McDonough asked why the request at this point and not sooner.

Jason McArthur, of Mission Properties, stated the MVP project is only allowed to use Miller Road. He feels he's being held hostage because he has a letter from the County dated six months ago to change the status of the roads. The MVP will follow the permit of Miller Road only. The alleys are bonded and part of the plan. County and Public Works have to be satisfied and Mr. McArthur feels the bonds should go into maintenance phase at a quarter of a million dollars. Council Member Les Gladden asked if there would be barriers or not because of a concern of businesses that are soon opening in mid-February that consist of Biggby's Coffee and two other vendors hoping to be in this spring. Guest Bailey Patrick, Jr., with MVP properties stated that all construction traffic would be going through Miller Road. Council Member Les Gladden asked if the Warranty Bond will pay for any damage to McIntyre Road if MVP tears it up during construction. Director Travis Morgan said the maintenance bond

would cover any damage. Director Travis Morgan confirmed any damage would be covered by the maintenance bond. Council Member Les Gladden commented that the bonds are important, and he wants to be sure there is money to fix any damages by construction traffic. He wants to be sure all bases are covered before we go any further with these roads. Director Travis Morgan reminded Council this is a work session to talk about these roads. If they are approved, it has to go on the Powell Bill. Bailey Patrick said they are participating in the bond and the working relationship is good. Council Member Ed Samaha asked if heavy equipment will be finished in a month. Bailey Patrick advised he was not sure it would be complete in a month, and they are working and doing everything they can to meet that deadline. Mayor Jack Edwards asked if there were any questions and advised we will discuss this matter in the February Council Meeting.

Fall Festival, Ryan Spitzer. Town Manager Spitzer advised Council that February is the deadline to start obtaining rides, music, entertainment, and vendors. Council needs to decide between Jack Hughes Park and Lake Park for the festival location. JHP is the best choice for Parks and Recreation, and the Police Department. Mr. Spitzer said lighting and parking will improve at JHP, and Parks & Recreation will be in communication with the Police Department to coordinate the event. Plans include better lighting and parking as well as better stage position/placement. Council Member Amelia Stinson-Wesley asked about improvements in lights. Council Member Chris McDonough asked about any changes in vendors. Mr. Spitzer advised the vendor at Lake Park backed out and we will have a different vendor for the festival this year. Council Member Les Gladden advised traffic is going to be the number one problem no matter which location we choose. He asked Mr. Spitzer if the Parks and Recreation Director, Matthew has any plans. Manager Spitzer said Parks and Rec. will be working with the Police Department to better communicate all aspects of the festival. Additional lights at the entrance will enhance the festival and help with traffic and pedestrian issues.

Mayor Edwards asked for a vote. The following council members voted for Jack Hughes Park: Mayor pro tem Samaha, Council member McDonough, Council member Stinson-Wesley. Council member Gladden did not make a choice.

(Approved 4-0)

The Mayor asked for a brief break before going in to closed session.

Council Member Amelia Stinson-Wesley moved to leave closed session with a second made by Council Member Chris McDonough. All ayes.

Mayor Edwards asked for a vote on location of the fire house and all Council chose Polk Street with all in agreement except Amelia Stinson-Wesley who opposed. **(Approved 3-1)**

Council Member McDonough moved to adjourn with a second made by Council Member Stinson-Wesley. There were all ayes and the meeting adjourned at 8:41 pm.

Jack Edwards, Mayor

ATTEST:

Sissy Eaton

PINEVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj #	Adj Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 12/21/2022 (\$)	Total Interest to Pay if mailed on or before 1/5/2023 (\$)
2022	0007301064-2022-2022-0000-00		BUS	607728	BER Decision	11/1/2022	MALNATI RICHARD J LLC	731 BRIAN CIRCLE	PINEVILLE	NC	28134	1/6/2023	5.84	0.00	0.00
													5.84	0.00	0.00



February 9, 2023

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Finance Director CMT

RE: Council Action Request – Tax Refund

For Council's consideration at the February 14, 2023 Council Meeting, please find attached for approval, **one** tax refund in the amount of **\$5.84** per Mecklenburg County guidance.



February 9, 2023

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Finance Director CMT

RE: Council Information – Finance Report and Notifications through December 2022

For Council's information at the February 14, 2023, please find attached the finance report and notifications through December 31, 2022.

As we move into the budget season, this is our first good marker as the halfway point of the fiscal year. Nothing unexpected to report at this time, but staff wishes to remind Council of several aspects of revenue for the Town.

- 1) Property Tax Collection has the most movement in December and January. We receive daily deposits from the County during these months.
- 2) Franchise Tax comes quarterly, and this represents only one quarter as we received the next allocation in January.
- 3) Sales Tax runs in arrears two months.
- 4) Electric bills in arrears one month and Telephone bills in advance.

Also of note for this report, the Town's first debt payment on Town Hall posted January 6 so it is not in this report. Staff has engaged the County for both the library rent billings and the ETJ payment.

Staff has no major concerns as this stage, and the Town's cash position remains very strong.

Staff is also happy to report significant interest earnings in this favorable rate environment.

Notifications:

Please also find attached a Contribution-Based Benefit Cap notification from the NC Retirement System as required by statute.

Town of Pineville
Revenue Report (Budget vs. Actual) - General Fund
For the Month Ending December 2022

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Property Tax	\$ 8,737,727	\$ 5,260,760	60.21%
Prepared Food Tax	692,188	898,918	129.87%
Room Occupancy	400,000	194,807	48.70%
Franchise Tax	1,000,000	312,943	31.29%
Sales Tax	2,416,049	1,077,316	44.59%
Storm Water	450,000	187,588	41.69%
Powell Bill	269,000	264,756	98.42%
Other	3,140,418	63,356	2.02%
Appropriated Fund Balance	2,500,195	-	0.00%
Transfers from Other Funds	983,061	-	0.00%
Total	<u>\$ 20,588,638</u>	<u>\$ 8,260,444</u>	<u>40.12%</u>
Expenditures			
Governing Board	\$ 312,545	\$ 136,438	43.65%
Administration	2,951,539	1,170,669	39.66%
Human Resources	310,181	118,890	38.33%
Zoning	877,548	128,228	14.61%
Police	6,952,194	3,082,282	44.34%
Fire	2,113,374	1,438,567	68.07%
Public Works	1,520,170	667,652	43.92%
Storm Water	511,101	112,545	22.02%
Powell Bill	738,645	226,606	30.68%
Cemetery	4,000	-	0.00%
Sanitation	692,160	260,147	37.58%
Recreation	807,534	266,333	32.98%
Cultural/Tourism	1,397,647	820,538	58.71%
Transfers to Other Funds	1,300,000	-	
Contingency	100,000	-	
OPEN ENCUMBRANCES @ 12/31/22	-	369,527	
Total	<u>\$ 20,588,638</u>	<u>\$ 8,798,422</u>	<u>42.73%</u>

Town of Pineville
Revenue Report (Budget vs. Actual) - Electric Fund
For the Month Ending December 2022

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Electric Charges	14,433,000	6,598,979	45.72%
Fund Balance Appropriated	1,277,000	-	0.00%
Total	15,710,000	6,598,979	42.00%
Expenditures			
Administration & Billing Support	545,739	205,456	37.65%
Purchased electricity	9,152,000	3,799,998	41.52%
Operations and Maintenance	6,012,261	2,110,071	35.10%
OPEN ENCUMBRANCES @ 12/31/22	-	1,319,165	
Total	15,710,000	7,434,690	47.32%

Town of Pineville
Revenue Report (Budget vs. Actual) - ILEC Fund
For the Month Ending December 2022

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Operating Revenues	1,282,700	883,782	68.90%
Fund Balance Appropriated	665,135	-	0.00%
Total Revenue	1,947,835	883,782	45.37%
Expenditures			
Operating Transfer Out	213,300	-	0.00%
Operating Expenses	1,266,535	555,888	43.89%
Plant under Construction	468,000	73,098	15.62%
Total	1,947,835	628,986	32.29%

Town of Pineville
Revenue Report (Budget vs. Actual) - CLEC Fund
For the Month Ending December 2022

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Operating Revenues	1,040,450	705,347	67.79%
Transfer from ILEC	213,300	-	0.00%
Fund Balance Appropriated	36,555	-	0.00%
Total Revenue	<u>1,290,305</u>	<u>705,347</u>	<u>54.67%</u>
Expenditures			
Operating Expenses	1,082,805	703,363	64.96%
Plant under Construction	207,500	63,921	30.81%
Total	<u>1,290,305</u>	<u>767,284</u>	<u>59.47%</u>



February 9, 2023

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Finance Director CMT

RE: Council Action Request – Budget Amendment 2023-9

For Council’s consideration at the February 14, 2023 Council Meeting, please find attached Budget Amendment 2023-9.

The purpose of the budget amendment is to increase **Fund Balance Appropriated** revenue and increase **Electric Fund – Electric Operations** appropriation in the amount of **\$506,000** for expenditures associated with purchase of six transformers.

This action was taken by Council at the September 13, 2022 meeting. This budget amendment corresponds to that action.

Staff recommends approval as presented.

TOWN OF PINEVILLE NC
BUDGET AMENDMENT #2023-9
 February 14, 2023
 FISCAL YEAR 2022-2023

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
Electric Fund					
3990.0000.30	Revenue	Fund Balance Appropriated	1,277,000	506,000	1,783,000
Total Fund Revenues			<u>15,710,000</u>	<u>506,000</u>	<u>16,216,000</u>
	Expenditure	Electric Operations	15,710,000	506,000	16,216,000
Total Fund Expenditures			<u>15,710,000</u>	<u>506,000</u>	<u>16,216,000</u>

DESCRIPTION: To increase Fund Balance Appropriated revenue and appropriate towards Electric operations

 Mayor

 Budget Officer



 Town Clerk

 Finance Director



February 9, 2023

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Finance Director CMT

RE: Council Action Request – Budget Amendment 2023-11

For Council's consideration at the February 14, 2023 Council Meeting, please find attached Budget Amendment 2023-11.

The purpose of the budget amendment is to increase **911 PSAP Distribution** revenue and increase **911 SpecRev Fund – 911 Restricted Ops** appropriation in the amount of **\$50,000** for expenditures associated with **restricted 911 operations**.

The Town has received 911 Distributions from the state in this fiscal year. This item is recognizing that revenue while providing a bit more buffer to the expenditure side after this fund overspent a similar budget last fiscal year.

Staff recommends approval as presented.

TOWN OF PINEVILLE NC
BUDGET AMENDMENT #2023-11
February 14, 2023
FISCAL YEAR 2022-2023

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
911 SPECIAL REVENUE FUND					
3251.0000.20	Revenue	911 PSAP Distribution	-	50,000	50,000
Total Fund Revenues			<u>155,058</u>	<u>50,000</u>	<u>205,058</u>
	Expenditure	911 Restricted Operations	155,058	50,000	205,058
Total Fund Expenditures			<u>155,058</u>	<u>50,000</u>	<u>205,058</u>

DESCRIPTION: To increase 911 PSAP Distribution revenue and appropriate towards 911 Restricted operations

Mayor

Budget Officer



Town Clerk

Finance Director



Memorandum

To: Mayor and Town Council

From: Lisa Snyder

Date: 2/8/2023

Re: Consent Agenda: **Corrected** date of August Council Meeting

The date of the August 2023, Council meeting was previously submitted as Tuesday, August 15th, however, the date needs to be changed to Tuesday, August 8th.

We will not have to reschedule the August Council meeting for the Electricities Conference as it has been scheduled for August 14th to August 16th.



MEMO TO: Mayor and Town Council

FROM: Lisa Snyder

DATE: 1/11/23

RE: Proposed Meeting Dates for 2023

Each year a list of meeting dates must be approved, posted, and also kept on file in the Office of the Clerk. Below is a list of proposed meeting dates for Council’s review and approval.

COUNCIL MEETINGS FOR 2023	WORK SESSIONS FOR 2023
2 ND Tuesday of each month @ Town Hall at 6:30 pm	4 TH Monday of each month @ Town Hall at 6:00 pm
Tuesday, January 10	Monday, January 23
Tuesday, February 14	Monday, February 27
Tuesday, March 14	Monday, March 27
Tuesday, April 11	Monday, April 24
Tuesday, May 9	Monday, May 22
Tuesday, June 13	Monday, June 26
Tuesday, July 11	Monday, July 24
Tuesday, August 8	Monday, August 28
Tuesday, September 12	Monday, September 25
Tuesday, October 10	Monday, October 23
Tuesday, November 14	Monday, November 27
Tuesday, December 12	

Action requested: Approve the corrected date of the August Council Meeting.



RESOLUTION NO. 2023-2

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 February, 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#	Make/Model	Misc.	How Disposed	Eff. Date	Miles
FIRE	1FAFP71W93X155823	2003 Ford Crown Vic		Online Auction	2/14/23	
PUBLIC WORKS	VMC R6378R	1983 Ford Tractor 3600	Rear mount flail	Online Auction	2/14/23	
PARKS & REC	Agrex rear mount seed spreader			Online Auction	2/14/23	



North Carolina
Total Retirement Plans



DALE R. FOLWELL, CPA
STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

1/19/2023

96021 - TOWN OF PINEVILLE
ATTN: CHIEF FINANCIAL OFFICER OR BUDGET ADMINISTRATOR
PO BOX 249
PINEVILLE, NC 28134

Dear 96021 - TOWN OF PINEVILLE:

During the 2014 General Assembly session, contribution-based benefit cap legislation was enacted effective January 1, 2015. This legislation was created to control the practice of “pension spiking,” in which a member’s compensation substantially increases, resulting in a monthly retirement benefit that is significantly greater than the member and employer contributions would fund. The Contribution-Based Benefit Cap (CBBC) approach was created to protect each system for current and future retirees and to prevent all employers in the Retirement Systems from absorbing the additional liabilities caused by compensation decisions made by other employers. This legislation applies to members who retire on and after January 1, 2015, with an average final compensation of \$100,000 or higher (adjusted annually for inflation), and will directly impact only a small number of those individuals. It requires the member’s last employer to pay the additional contribution required to fund the member’s benefit in excess of the cap. [G.S. 135-5(a3); 135-4(jj); 128-27(a3); and 128-26(y)]

In order to assist employing agencies with planning and budgeting to comply with the CBBC provisions, we are required to report monthly to each employer a list of those members for whom the employer made a contribution to the Retirement System in the preceding month that are most likely to require an additional employer contribution should they elect to retire in the following 12 months. This letter and the attached report serve as our required monthly notification to your agency under this provision. [G.S. 135-8(f)(2)(f) and G.S.128-30(g)(2)(b)]

The chief financial officer of your agency is required to provide a copy of the attached report to the chief executive of your agency, as well as to the governing body, including any board which exercises financial oversight. Additionally, the chief financial officer of a public school system is required to provide a copy of the report to the local board of education and notify the board of county commissioners of the county in which the local administrative unit is located that the report was received and how many employees were listed in the report. [G.S. 115C-436(c); 135-8(j); and 128-30(j)]

For the purpose of determining the employees of your agency that are likely to require an additional employer contribution should they elect to retire in the following 12 months, the Retirement System modified the criteria used in the CBBC calculation. This allows for a broad list of potential employees, including those whose compensation average may approach the threshold and attempts to provide your agency with prior notification of a potential cost. The attached report

lists employees of your agency who may be eligible to retire in the next 13 months (at either a reduced or unreduced benefit), whose salary is \$115,000.00 or greater, and whose estimated monthly retirement benefit exceeds the CBBC based on information in the employee's most recent annual benefits statement. In addition, a lower CBBC Factor (i.e., TSERS is 4.2 and LGERS is 4.4) is applied.

This list is not exhaustive, and members included on this list may or may not exceed the CBBC upon retirement, depending on a number of factors such as the member's average final compensation, the member's age at retirement, and membership service. This is merely a notification of a potential cost that your agency may be required to pay, in the form of a lump-sum payment, due after the member retires.

For those employees hired on or after January 1, 2015, the employer is not required to pay the additional contribution to fund the member's benefit in excess of the Contribution-Based Benefit Cap. The employer has the option to pay all or part of the contribution required in excess of the CBBC; the employee also has the option to pay all or part of the contribution. However, should neither of you choose to pay this additional contribution, the employee's retirement benefit will be capped.

You can calculate the likelihood of whether the retirement benefit of a member listed on the attached report will exceed the CBBC with information available on our website at <https://www.myncretirement.com/employers/employer-training/pension-spiking>.

If you have any questions or need assistance in calculating the likelihood of a potential CBBC liability, please contact us at the address or telephone number listed below.

Sincerely,

Retirement Systems Division
N.C. Department of State Treasurer

623_PENSPK



North Carolina
Total Retirement Plans

North Carolina Department of State Treasurer
Retirement Systems Division

3200 Atlantic Ave, Raleigh, NC 27604
1-877-NCSECURE (1-877-627-3287) toll-free • Fax (919) 855-5800
www.myncretirement.com



Paul F. Folwell, CPA

STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

CONTRIBUTION-BASED BENEFIT CAP REPORT

	Agency	Member ID	Name
Members Hired Before Jan 1, 2015	96021-TOWN OF PINEVILLE	946241	MILLER, RICHARD W

• PLEASE FORWARD TO YOUR CHIEF FINANCIAL OFFICER OR BUDGET ADMINISTRATOR

Public Hearing



To: Town Council

From: Travis Morgan

Date: 2/14/2023

Re: **Mission Properties: Townhomes at McCullough Road Acceptance** (*Public Hearing/Action Item*)

Background:

The McCullough neighborhood originally came in under John Wieland ownership. That was taken over by Pulte *except* the Northwest corner at Miller Road and Highway 51. The remaining roads in the Northwest corner were completed under Mission properties as “Townes at McCullough 1 & 2” roadway bonds.

Request:

Jason McArthur on behalf of Mission Properties requests the Town of Pineville to accept the public roads as shown on the final plat map for the area in question (see the proposed three public roads below with lengths). The Mission Properties development was broken into two bonded areas (see attachments). Bond one is in the amount of \$519,400 and Bond two is in the amount of \$742,300. If roads are accepted these construction bonds would be converted to a 1-year maintenance bond in the amount of \$247,800 before final inspections and possible maintenance bond release.

Roadways:

- Iveybrook Lane** – 487 linear feet (to be public road)
- McIntyre Ridge Road** – 707 linear feet (to be public road)
- Founders Park Lane** – 355 linear feet (to be public road)

- Polk Terrace Lane – 669 linear feet (private not to be accepted by the Town)
- Fetzer Lane – 320 linear feet (private not to be accepted by the Town)

Subdivision Ordinance Section:

“Upon written notice of 100% subdivision plat build out by the developer, LUESA will arrange for an inspection of the required minimum improvements and may require such further inspections at the developer’s sole costs and expense to demonstrate that all improvements, including those improvements previously completed, are satisfactory for acceptance and maintenance by the Town of Pineville or State. Should all required minimum improvements be found satisfactory, developer shall install the final 1 inch overlay of asphalt and LUESA, with approval from the Town of Pineville, shall authorize in writing the release or reduction of the remaining performance guarantee and the 80% maintenance guarantee upon receipt of a maintenance guarantee in the amount of 25% of the cost of all required minimum improvements plus estimated costs to inspect storm drainage improvements for a period of one (1) year. All guarantees shall be in a form satisfactory to LUESA and the Town of Pineville.”

Staff Comment:

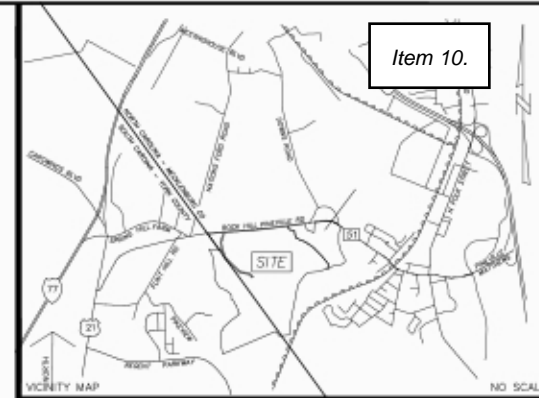
Update: Staff finds the proposal consistent with adopted plans and procedures and supports the request following information from public works that remaining maintenance bond money will be enough to resurface public roads if needed following any damage withing the maintenance bond time period.

Procedure:

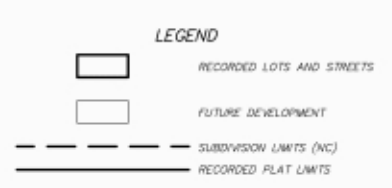
This a public hearing to hear any public comment. If there are no additional questions or clarifications, you as council may close the public hearing and vote on the proposal following regular legislative process.

ROAD LENGTHS ASSOCIATED WITH EACH MAP

MAP	ROAD NAME	LENGTH (LF)	
1	JACK'S LANE	531	
	ALLEY 8	281	
	ALLEY 11	555	
	FLAGSTONE DRIVE	279	
	KENNETT STREET	607	
	FOUNDERS PARK LANE	325	
	MEADOWSIDE DRIVE	467	
	KENNY STREET	829	
	COUNTRY LAKE DRIVE	154	
	ALLEY 7	425	
MARFIELD LANE	558		
ALLEY 4	125		
ALLEY 9	232		
ALLEY 10	358		
TOTAL LINEAR FEET MAP 1:		5,806	
2	MARFIELD LANE	185	
	COUNTRY LAKE DRIVE	157	
TOTAL LINEAR FEET MAP 2:		339	
3	KENNY STREET	353	
	COUNTRY LAKE DRIVE	1,008	
TOTAL LINEAR FEET MAP 3:		1,361	
4	McDULLOUGH CLUB DRIVE	261	
	COUNTRY LAKE DRIVE	85	
	WEEPING VALLEY DRIVE	903	
	ALLEY 19	935	
	SHORT LANE	87	
COUNTRY LAKE DRIVE	1,512		
TOTAL LINEAR FEET MAP 4:		3,763	
5	McDULLOUGH CLUB DRIVE	569	
	LOCHVIEW STREET	698	
	ALLEY 18	2,854	
	SHORT LANE	833	
	CEDAR PARK DRIVE	181	
FOUNDERS PARK LANE	105		
TOTAL LINEAR FEET MAP 5:		4,870	
6	ALLEY 5	222	
	ALLEY 8	157	
	CEDAR PARK DRIVE	741	
	FOUNDERS PARK LANE	332	
ALLEY 4	217		
JACK'S LANE	356		
TOTAL LINEAR FEET MAP 6:		2,025	
7	COUNTRY LAKE DRIVE	1,693	
	VILLAGE VIEW WAY	802	
TOTAL LINEAR FEET MAP 7:		2,295	
8	NO ROADWAY PLATTED		
	TOTAL LINEAR FEET MAP 8:		0
9	MEADOWSIDE DRIVE	838	
	SHOEHORN STREET	766	
	SHORT LANE	329	
	ALLEY 18	279	
	ALLEY 10	387	
	ALLEY 16	1,124	
	ALLEY 15	276	
	STIRLING FIELD DRIVE	661	
	ALLEY 14	720	
	KENNY STREET	228	
ALLEY 17	211		
TOTAL LINEAR FEET MAP 9:		5,587	
10	LOCHVIEW STREET	424	
	WEEPING VALLEY DRIVE	740	
	McDULLOUGH CLUB DRIVE	334	
TOTAL LINEAR FEET MAP 10:		998	
11	NO ROADWAY PLATTED		
	TOTAL LINEAR FEET MAP 11:		0
12	JACK'S LANE	1,304	
	ALLEY 3	400	
	ALLEY 4	458	
	ALLEY 6	138	
	FOUNDERS PARK LANE	313	
	CEDAR PARK DRIVE	515	
	MARKET BRIDGE STREET	39	
	ALLEY 2	46	
TOTAL LINEAR FEET MAP 12:		3,213	
13	MILLER LANE	1,337 LF	
	CARLINGWOOD DRIVE	101 LF	
	JACK'S LANE	102 LF	
	GLADDEN HILL LANE	597 LF	
	ALLEY 20	254 LF	
	ALLEY 24	155 LF	
TOTAL LINEAR FEET MAP 13:		2,546	
14	GLADDEN HILL LANE	1,029	
	CEDAR PARK DRIVE	709	
	JACK'S LANE	1,572	
	MILLER ROAD	848	
	SHORT ROAD	154	
	McDULLOUGH CLUB DRIVE	483	
	SUGAREE COMMONS DRIVE	407	
	ALLEY 16	128	
	ALLEY 18	220	
	ALLEY 21	170	
	ALLEY 22	159	
	ALLEY 23	1,118	
ALLEY 24	1,371		
TOTAL LINEAR FEET MAP 14:		8,369	
15	CARLINGWOOD DRIVE	260 LF	
	MILLER LANE	269 LF	
	JACK'S LANE	163 LF	
TOTAL LINEAR FEET MAP 15:		692	



NOTES:
NOT A BOUNDARY SURVEY. FOR INFORMATIONAL PURPOSES ONLY. NOT INTENDED FOR RECORDATION, CONVEYANCES, OR SALES.



THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED ON ITS ACCURACY.



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P.O. Box 7030
Charlotte, NC 28241
3475 Lakenwood Blvd
Fort Mill, SC 29708
704-583-6949 (NC)
803-602-2445 (SC)
www.espsociates.com



NO.	DATE	REVISION	BY
FINAL PLAT PROGRESS WORKSHEET McCULLOUGH NC SUBDIVISION			PROJECT NO. XXXX.XXX SCALE 1"=300' DATE 03-26-2020 DRAWN BY LKJ/RWC
LOCATED IN TOWN OF PINEVILLE MECKLENBURG COUNTY NORTH CAROLINA			CHECKED BY JES DATE SURVEYED N/A DRAWING NO. T044 OVERALL 03-26-20.DWG
FOR THE TOWN OF PINEVILLE			29

NOTES:

- 1) SURVEY PREPARED WITH THE USE OF A TITLE REPORT.
- 2) AREAS COMPUTED BY COORDINATE METHOD.
- 3) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- 4) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
- 6) BASIS OF BEARING SHOWN HEREON IS NC GRID NAD83 (2011).
- 7) BOUNDARY INFORMATION IS BASED IN PART, ON DEEDS AND MAPS OF RECORD, AND BY AN ACTUAL FIELD SURVEY BY THIS FIRM.
- 8) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAP 371044200K, EFFECTIVE DATE SEPTEMBER 2, 2015.
- 9) IRON PINS SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
- 10) SUBJECT TRACT PIN 22101674
- 11) TOTAL AREA 355,215 SQUARE FEET OR 8.155 ACRES
- 12) TOTAL NUMBER OF LOTS 66
- 13) TOTAL NUMBER OF COS AREAS 4

THE FOLLOWING INFORMATION WAS USED TO PERFORM GPS SURVEY:

(1) CLASS OF SURVEY: "CLASS A"

(2) POSITIONAL ACCURACY: 0.04'

(3) TYPE OF GPS FIELD PROCEDURE: NCVRS

(4) DATE OF SURVEY: 12/27/19

(5) DATUM/EPOCH: NAD83 (2011) - EPOCH 2010.00

(6) PUBLISHED/FIXED-CONTROL USE: NCVRS

(7) GEOID MODEL: 2012 CONUS

(8) COMBINED GRID FACTORS: 0.9998518045 (NGS MON. UN.-3)

(9) UNITS: US SURVEY FEET

REFERENCES

DB 33859 PG. 684

MB 59 PG 487

MB 62 PG 117

BOUNDARY SURVEY PREPARED BY ESOP ASSOC. DATED 5-24-18

AREA CALCULATIONS:

COS - 85,028 SF OR 2.182 AC

LOTS - 17,678 SF OR 0.4079 AC

PRIVATE DRIVES - 20,582 SF OR 0.472 AC (INCLUDED IN COS AREA)

DEDICATED RIGHT OF WAY AREA - 82,511 SF OR 1.894 AC

DIVISION OF HIGHWAYS DISTRICT ENGINEER CERTIFICATE

I HEREBY CERTIFY THAT THE RIGHT OF WAY DEDICATION ALONG THE EXISTING STATE MAINTAINED ROADWAY(S) SHOWN ON THIS PLAT IS APPROVED AND ACCEPTED AS PUBLIC RIGHT OF WAYS BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.

DISTRICT ENGINEER *Wendy Taylor Moore*

DATE: 08/11/2020

ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT OF WAY

OWNER CERTIFICATION:

FOR: MCCULLOUGH TOWNHOMES, LLC

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF PINEVILLE AND THAT I HEREBY ADOPT THIS PLAT OF SUBDIVISION WITH MY FREE CONSENT. ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES, AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: 8-11-20

SIGNATURE OF OWNER(S) REPRESENTATIVE: *C. Jean M. Colburn*

APPROVAL CERTIFICATION:

MECKLENBURG COUNTY

APPROVED IN ACCORDANCE WITH THE ENGINEERING REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF PINEVILLE, MECKLENBURG COUNTY, NORTH CAROLINA.

DATE: 8/12/20

TOWN OF PINEVILLE, NORTH CAROLINA

APPROVAL CERTIFICATION:

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF PINEVILLE, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE TOWN OF PINEVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF MECKLENBURG COUNTY, THE PLAT SHALL BE RECORDED WITHIN NINETY (90) CALENDAR DAYS OF THIS DATE.

DATE: 8/12/20

TOWN OF PINEVILLE, NORTH CAROLINA

REVIEW OFFICER:

I, *Wendy Taylor Moore*, REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 8/12/20

TOWN OF PINEVILLE, NORTH CAROLINA

ZONING DATA:

SUBJECT PROPERTY IS ZONED: RMX (CD)

SETBACK REQUIREMENTS:

FRONT YARD: 10'

11' (WHEN CLT WATER EASEMENT IS PRESENT)

REAR YARD: 20'

SIDE YARD: 5'

LEGEND

- IPF - IRON PIPE FOUND
- IRF - IRON ROD FOUND
- IRS - IRON ROD SET
- CP - COMPUTED EASEMENT POINT
- CMF - CONCRETE MONUMENT
- MNF - MAG NAIL FOUND
- CP - COMPUTED POINT
- DB - DEED BOOK
- PB - PLAT BOOK
- PG - PAGE
- SF - SQUARE FEET
- SDE - STORM DRAINAGE EASEMENT
- (XXXXX) - STREET ADDRESS

DEDICATION OF COMMON AREA

MCCULLOUGH TOWNHOMES LLC IN RECORDING THIS PLAT AS A PORTION OF TOWNHOMES AT MCCULLOUGH MAP 1 HAS DESIGNATED CERTAIN PARTS AS COMMON AREA FOR USE BY THE HOMEOWNERS OR TENANTS OF MCCULLOUGH NOT FOR THE USE BY GENERAL PUBLIC BUT FOR PARKING, RECREATIONAL, AND OTHER RELATED ACTIVITIES AS MORE FULLY PROVIDED FOR IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO MCCULLOUGH WHICH DECLARATIONS WILL BE RECORDED IN THE MECKLENBURG COUNTY REGISTRAR OF DEEDS BEFORE ANY LOTS ARE SOLD.

THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA. ANY OTHER OBJECTS WHICH IMPEDE STORM WATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED.

COMMON OPEN SPACE AND PRIVATE ALLEYS IN THE DEVELOPMENT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ASSIGNS.

MAINTENANCE OF ALL SDES AS SHOWN ON PLAT IS THE RESPONSIBILITY OF THE PROPERTY OWNER OR ASSIGNS.

THIS TRACT IS LOCATED IN THE SUGAR CREEK WATERSHED.

THE PURPOSE OF THE FINAL PLAT IS TO INDICATE THE ENFORCEABLE RESTRICTIONS ON PROPERTY USAGE THAT RUN WITH THE LAND TO ENSURE THAT FUTURE DEVELOPMENT AND REDEVELOPMENT MAINTAINS THE SITE IN COMPLIANCE WITH ORDINANCE REQUIREMENTS. THOSE RESTRICTIONS THAT SHOW UP ON THE RECORDED FINAL PLAT SHALL BE PICKED UP BY THE SURVEYOR AND SHOWN ON THE LOT SURVEY GIVEN TO PURCHASERS AT THE TIME OF CLOSING. IN THIS WAY, THE PROPERTY OWNER SHALL BE MADE AWARE OF THE RESTRICTIONS AND SHALL MAINTAIN THE SITE IN COMPLIANCE WITH ORDINANCE REQUIREMENTS.

THE SUBDIVIDED PROPERTY IS CONSIDERED PART OF A LARGER COMMON PLAN OF DEVELOPMENT AND THEREFORE WILL BE SUBJECT TO THE APPLICABLE PORTIONS OF THE TOWN OF PINEVILLE POST-CONSTRUCTION STORM WATER ORDINANCE DURING DEVELOPMENT AND REDEVELOPMENT (INCLUDING EXPANSION).

COMPLIANCE WITH THE POST CONSTRUCTION STORM WATER ORDINANCE IS REQUIRED.

TOTAL LINEAR FEET OF STREETS ASSOCIATED WITH THIS PLAT: 920 LF

FOUNDERS PARK LANE 319 LF

CARLINGWOOD DRIVE 154 LF

MCINTYRE RIDGE ROAD 680 LF

TOTAL LINEAR FEET OF ALLEYS ASSOCIATED WITH THIS PLAT: 1,545 LF

FETZER LANE 269 LF

POLK TERRACE LANE 669 LF

BOUNDARY DRIVE 280 LF

CERTIFIED TO BE TRUE AND CORRECT COPY

BOOK 197 PAGE 442

DATE: 8/12/2020

FREDERICK H. REGISTER OF DEEDS

Spencer S. Gore DEPUTY



FILED FOR REGISTRATION

AUG 12 2020

AT 3:08pm

NC GRID NAD83 (2011)

CHARLES STEPHEN MILLER

TP# 221-012-01

DB 20114 PG 950

NC DOT MONUMENT "BY-19"

NC GRID COORDINATES

NAD 83 (2011)

N: 492,769.70

E: 1,426,794.50

CONTROL CORNER

N: 492,677.24

E: 1,426,676.15

CONTROL CORNER

N: 492,847.07

E: 1,426,540.50

CHARLES STEPHEN MILLER

TP# 221-012-02

DB 4833 PG 816

CHARLES STEPHEN MILLER

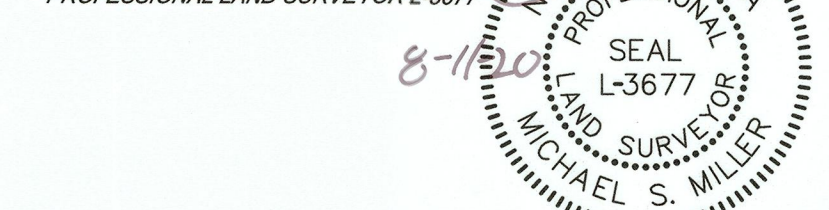
TP# 221-012-02

DB 4833 PG 816

SURVEYOR CERTIFICATION

I, MICHAEL S. MILLER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.



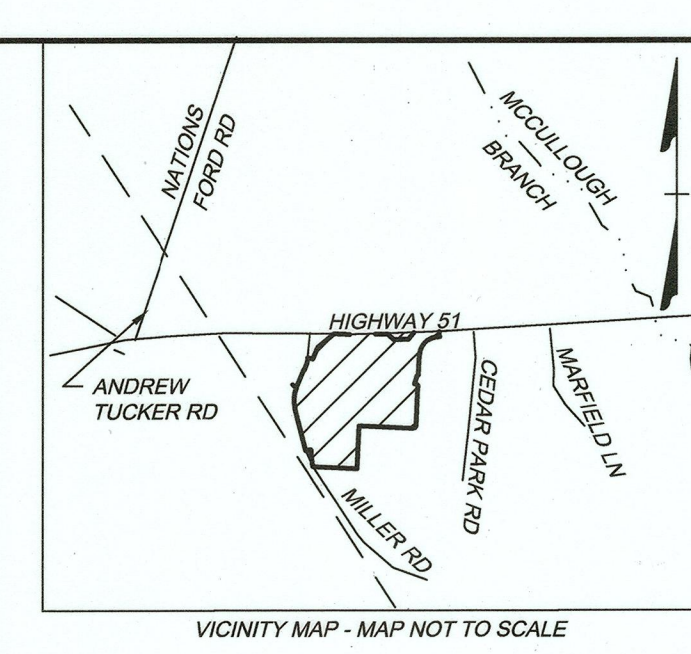
NC HIGHWAY 51 - ROCK HILL-PINEVILLE ROAD

(VARIABLE WIDTH PUBLIC RW)

TIP PROJECT: US-547 STATE PROJECT 3488.2.1 HIGHWAY

BOOK VOLUME 3 PAGES 913-916

DB 28254 PG 988



CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	20.00'	31.39'	19.97'	89°54'51"	S42°26'34"E	28.28'
C3	20.00'	5.86'	2.95'	16°48'03"	S78°59'59"E	5.84'
C4	20.00'	19.61'	10.68'	56°11'06"	S42°30'25"E	18.84'
C5	165.00'	106.22'	55.02'	36°53'06"	N4°01'41"E	104.40'
C6	20.00'	21.75'	12.09'	62°18'15"	S53°32'22"W	20.69'
C7	20.00'	2.73'	1.37'	7°49'31"	S88°41'14"W	2.73'
C8	20.00'	37.36'	27.04'	107°00'52"	N39°05'34"E	32.16'
C9	20.00'	31.34'	19.93'	89°47'07"	S42°30'25"E	28.23'
C10	7.00'	11.00'	7.00'	90°00'00"	N47°36'00"E	9.90'
C11	20.00'	31.42'	20.00'	90°00'00"	S42°24'00"E	28.28'
C12	150.00'	32.41'	16.27'	12°22'53"	S3°35'27"E	32.35'
C13	100.00'	15.75'	7.88'	9°01'35"	S5°16'06"E	15.74'
C14	8060.00'	150.55'	75.28'	1°04'13"	N87°59'52"E	150.55'
C15	115.50'	76.56'	39.75'	37°58'51"	N13°36'34"E	75.17'
C16	124.50'	116.31'	62.79'	53°13'43"	S27°43'51"W	112.13'
C17	195.00'	125.54'	65.03'	36°53'08"	S4°01'41"W	123.38'
C18	500.00'	75.13'	37.64'	8°36'34"	N18°09'58"E	75.06'
C19	2880.27'	46.08'	23.04'	0°55'00"	N19°44'41"E	46.08'
C20	20.00'	37.51'	27.28'	107°27'27"	S53°40'17"E	32.25'
C21	262.33'	17.77'	8.89'	3°52'56"	N3°39'08"W	17.77'
C22	20.00'	31.42'	20.00'	90°00'00"	N47°36'00"E	28.28'
C23	201.03'	9.80'	4.80'	2°44'08"	S9°20'44"E	9.80'
C24	135.50'	21.08'	10.55'	8°54'46"	S5°19'31"E	21.08'

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C25	116.50'	25.18'	12.64'	12°22'53"	N3°35'27"E	25.13'
C26	18.63'	6.38'	3.22'	19°36'50"	N12°27'16"E	6.35'
C27	18.45'	6.37'	3.22'	19°47'11"	S7°17'01"E	6.34'
C28	158.50'	6.84'	3.42'	2°28'19"	N1°21'51"E	6.84'
C29	125.00'	5.39'	2.70'	2°28'19"	N1°21'51"E	5.39'
C30	14.00'	21.99'	14.00'	90°00'00"	N47°36'00"E	19.80'
C39	14.00'	21.99'	14.00'	90°00'00"	S42°24'00"E	19.80'
C40	14.00'	21.99'	14.00'	90°00'00"	S47°36'00"W	19.80'
C41	14.00'	21.99'	14.00'	90°00'00"	N42°24'00"E	19.80'
EC31	20.00'	18.22'	9.80'	52°11'49"	S40°30'46"E	17.60'
EC36	650.21'	33.93'	16.97'	2°59'23"	S23°41'23"W	33.92'
EC42	215.00'	10.48'	5.24'	2°47'38"	S10°17'38"E	10.48'

LINE	BEARING	LENGTH
E1	S9°04'49"E	109.10'
E2	S14°15'19"E	83.95'
E3	S14°15'19"E	82.12'
E4	S23°41'54"W	69.81'
E5	S14°07'12"E	78.09'

MCCULLOUGH PHASE 1 MAP 15 REV 1 MB 59 PG 497

FINAL PLAT

TOWNHOMES AT MCCULLOUGH MAP 1

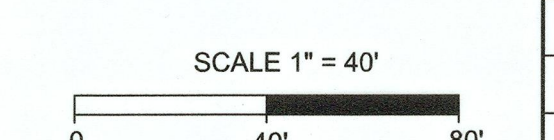
PINEVILLE, NORTH CAROLINA

OWNER: MCCULLOUGH TOWNHOMES LLC.

338 S SHARON AMITY RD, PMB 510

CHARLOTTE, NC 28211

CITY OF PINEVILLE	MECKLENBURG CO., N.C.
Date: 04/09/20	Scale: 1" = 40'
Sheet 1 of 1	J.N.: 42285
Drawn by: TEJ	Checked by: MSM
Revised:	



THIS DRAWING PREPARED AT THE CHARLOTTE OFFICE

610 E. HARBLEIGH STREET, SUITE 200, CHARLOTTE, NC 28203

TEL: 704.376.1033 FAX: 704.376.1035 WWW.TIMMONSGROUP.COM

NORTH CAROLINA LICENSE NUMBER C-1652

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Y:\190742285-McCullough\THs\DWG\42285-902V-XP-TOWNHOMES PLAT.dwg | Plotted on 8/4/2020 12:41 PM | by Mike Miller



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
ATTACHMENT TO LAND DEVELOPMENT BOND

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:
MISSION PROPERTIES to Mecklenburg County Land Use & Environmental Services
Agency dated: July 22, 2020 .

PROJECT NAME: TOWNES AT MCCULLOUGH - EMP# 405918

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF PINEVILLE

[X] Subdivision OR [] Commercial

- [X] EROSION CONTROL ORDINANCE [X] FLOODPLAIN ORDINANCE
[] LAND DEVELOPMENT CODE [] NCDOT/MECKLENBURG DRIVEWAY PERMIT
[] PLANNING ORDINANCE [X] POST-CONSTRUCTION ORDINANCE
[] STORM DRAINAGE REQUIREMENTS [X] SUBDIVISION ORDINANCE
[] SWIM ORDINANCE [] UNIFIED DEVELOPMENT ORDINANCE
[] WATERSHED ORDINANCE [X] ZONING ORDINANCE
[] OTHER: <Other restrictions or compliance required >

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: \$519,400.00

- [] CHECK # <Check Number > (Made out to Mecklenburg County LUESA) CASH <Money Order Number>
[] LETTER OF CREDIT issued by: <Financial Institution Name > LC# <Letter of Credit #>
[X] SURETY issued by NGM Insurance Company Surety #S330048

Deliver or Mail Address: Mecklenburg County LUESA, 2145 Suttle Avenue, Charlotte NC 28208
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND (choose one of the following):

To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

- 1. Construction Infrastructure -1 year minimum
- 2. BMP Infrastructure (prior to as-built) – 3 years
- 3. BMP Infrastructure (prior to as-built for release of CO only) – 6 months

To guarantee maintenance and repair of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

- 1. Subdivision Roadway Maintenance (80%) - 2 years from the date Town Board accepts streets. Road Way Maintenance process and packet must be submitted to the applicable Town 60 days or greater prior to the bond expiration date.
- 2. Subdivision Roadway Maintenance (25%) - 1 year from the date that lot build-out is complete for streets accepted by Town Board
- 3. BMP Maintenance for Post Construction - 2 years from the as-built approval date.

GENERAL INFORMATION:

- The Mecklenburg County approved Letter of Credit wording must be used. All other will be reviewed by Mecklenburg County Attorney and all expenses incurred will be required by the applicant, payable to Mecklenburg County Land LUESA prior to acceptance of the bond.
- Bond Fee Schedule: **Fees are subject to change.**
 - \$735 Posting of a New Surety
 - \$735 Renewal of a Surety
 - \$735 Reduction of a Surety
 - \$735 Replacement of Surety
 - \$735 Release of a Surety
 - \$530 Bond Default Letter (required when bond holder does not provide timely bond renewal information and the County Attorney writes a default letter to ensure the bond does not expire)

Principal/Developer:

By: C. Jason McArthur (SEAL)

Print: Jason McArthur

Title: Manager



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue: July 22, 2020

Bond Number: S330048

Obligee: Mecklenburg County Land Use & Environmental Services Agency
2145 Suttle Avenue, Charlotte, NC 28208
Attn: Bond Administrator

<u>MISSION PROPERTIES:</u>
<u>1114 CLEMENT AVENUE, SUITE 100:</u>
<u>CHARLOTTE, NC 28205:</u>
<u>704.307.8265:</u>

<u>NGM Insurance Company:</u>
<u>55 West Street:</u>
<u>Keene, NH 03431:</u>
<u>800-258-5310:</u>

Project: TOWNES AT MCCULLOUGH - EMP# 405918

MISSION PROPERTIES, as Principal and Developer, and NGM Insurance Company, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$ 519,400.00) FIVE HUNDRED NINETEEN THOUSAND FOUR HUNDRED dollars for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by Mecklenburg County Land Use & Environmental Services Agency to be sufficient for the Purpose set forth in the Attachment.

Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and Mecklenburg County Land Use and Environmental Services Agency has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the County shall be returned to the Principal/Developer.

The Principal/Developer acknowledges herein that failure to demonstrate reasonable, good faith progress towards completion of the required improvements that are the subject of this bond, or any extension thereof, shall constitute a default. In the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over and complete the improvements referred to herein, or (b) pay to Mecklenburg County, in cash, the actual cost of completion. The cost of completion shall be reimbursement to Mecklenburg County for any and all expenses which may be incurred by Mecklenburg County after the default of the Developer in connection with the completion of the improvements by the Mecklenburg County, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost of completion, the same shall be fixed by Mecklenburg County taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays Mecklenburg County the actual costs of completion, reimburse Mecklenburg County for all reasonable expenses incurred by Mecklenburg County after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by Mecklenburg County in the enforcement of this Bond. Surety will make such payment to Mecklenburg County within ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the County for any and all additional costs and expenses incurred by the County in the event the funds from the Surety are insufficient to cover all costs of completion and/or maintenance of the improvements.

WITNESS our hands and seals this, the 22 day of July, 2020.

Principal/Developer: Mission Properties

By: _____ (SEAL)

Print: JASON MCARTHUR

Title: MANAGER

Surety: NGM Insurance Company

By: Jennifer Underhill (SEAL)

Print: Jennifer Underhill

Title: Attorney in Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **James P Lowrey, Jennifer Taylor, Rose Magee, John R Halderman Jr, J Karl Sherrill Jr, Hilary A Baker, Megan J Schlueter, Thomas Fahy, Nicole Towsley, Michele Wood, Jennifer Underhill**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. **No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

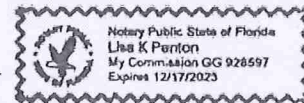


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

22 day of July, 2020.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
ATTACHMENT TO LAND DEVELOPMENT BOND

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:
MISSION PROPERTIES to Mecklenburg County Land Use & Environmental Services Agency
dated: July 22, 2020.

PROJECT NAME: TOWNES AT MCCULLOUGH - EMP# 405918

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF PINEVILLE

[X] Subdivision OR [] Commercial

- [X] EROSION CONTROL ORDINANCE [X] FLOODPLAIN ORDINANCE
[] LAND DEVELOPMENT CODE [] NCDOT/MECKLENBURG DRIVEWAY PERMIT
[] PLANNING ORDINANCE [X] POST-CONSTRUCTION ORDINANCE
[] STORM DRAINAGE REQUIREMENTS [X] SUBDIVISION ORDINANCE
[] SWIM ORDINANCE [] UNIFIED DEVELOPMENT ORDINANCE
[] WATERSHED ORDINANCE [X] ZONING ORDINANCE
[] OTHER: <Other restrictions or compliance required >

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: \$742,300.00

- [] CHECK # <Check Number > (Made out to Mecklenburg County LUESA) CASH <Money Order Number>
[] LETTER OF CREDIT issued by: <Financial Institution Name > LC# <Letter of Credit #>
[X] SURETY issued by NGM Insurance Company Surety # S330049

Deliver or Mail Address: Mecklenburg County LUESA, 2145 Suttle Avenue, Charlotte NC 28208
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND (choose one of the following):

To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

- 1. Construction Infrastructure -1 year minimum
- 2. BMP Infrastructure (prior to as-built) – 3 years
- 3. BMP Infrastructure (prior to as-built for release of CO only) – 6 months

To guarantee maintenance and repair of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

- 1. Subdivision Roadway Maintenance (80%) - 2 years from the date Town Board accepts streets. Road Way Maintenance process and packet must be submitted to the applicable Town 60 days or greater prior to the bond expiration date.
- 2. Subdivision Roadway Maintenance (25%) - 1 year from the date that lot build-out is complete for streets accepted by Town Board
- 3. BMP Maintenance for Post Construction - 2 years from the as-built approval date.

GENERAL INFORMATION:

- The Mecklenburg County approved Letter of Credit wording must be used. All other will be reviewed by Mecklenburg County Attorney and all expenses incurred will be required by the applicant, payable to Mecklenburg County Land LUESA prior to acceptance of the bond.

- Bond Fee Schedule: **Fees are subject to change.**
 \$735 Posting of a New Surety
 \$735 Renewal of a Surety
 \$735 Reduction of a Surety
 \$735 Replacement of Surety
 \$735 Release of a Surety
 \$530 Bond Default Letter (required when bond holder does not provide timely bond renewal information and the County Attorney writes a default letter to ensure the bond does not expire)

Principal/Developer:

By: C. Jason McArthur (SEAL)

Print: Jason McArthur

Title: Manager



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue: July 22, 2020

Bond Number: S330049

Obligee: Mecklenburg County Land Use & Environmental Services Agency
2145 Suttle Avenue, Charlotte, NC 28208
Attn: Bond Administrator

<u>MISSION PROPERTIES:</u>
<u>1114 CLEMENT AVENUE, SUITE 100:</u>
<u>CHARLOTTE, NC 28205:</u>
<u>704.307.8265:</u>

<u>NGM Insurance Company:</u>
<u>55 West Street:</u>
<u>Keene, NH 03431:</u>
<u>800-258-5310:</u>

Project: TOWNES AT MCCULLOUGH - EMP# 405918

MISSION PROPERTIES, as Principal and Developer, and NGM Insurance Company, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$742,300.00) SEVEN HUNDRED FORTY-TWO THOUSAND THREE HUNDRED dollars for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by Mecklenburg County Land Use & Environmental Services Agency to be sufficient for the Purpose set forth in the Attachment.

Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and Mecklenburg County Land Use and Environmental Services Agency has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the County shall be returned to the Principal/Developer.

The Principal/Developer acknowledges herein that failure to demonstrate reasonable, good faith progress towards completion of the required improvements that are the subject of this bond, or any extension thereof, shall constitute a default. In the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over and complete the improvements referred to herein, or (b) pay to Mecklenburg County, in cash, the actual cost of completion. The cost of completion shall be reimbursement to Mecklenburg County for any and all expenses which may be incurred by Mecklenburg County after the default of the Developer in connection with the completion of the improvements by the Mecklenburg County, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost of completion, the same shall be fixed by Mecklenburg County taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays Mecklenburg County the actual costs of completion, reimburse Mecklenburg County for all reasonable expenses incurred by Mecklenburg County after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by Mecklenburg County in the enforcement of this Bond. Surety will make such payment to Mecklenburg County within ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the County for any and all additional costs and expenses incurred by the County in the event the funds from the Surety are insufficient to cover all costs of completion and/or maintenance of the improvements.

WITNESS our hands and seals this, the 22 day of July, 2020.

Principal/Developer: Mission Properties

By: _____ (SEAL)

Print: JASON MCARTHUR

Title: MANAGER

Surety: NGM Insurance Company

By: Jennifer Underhill (SEAL)

Print: Jennifer Underhill

Title: Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **James P Lowrey, Jennifer Taylor, Rose Magee, John R Halderman Jr, J Karl Sherrill Jr, Hilary A Baker, Megan J Schlueter, Thomas Fahy, Nicole Towsley, Michele Wood, Jennifer Underhill**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

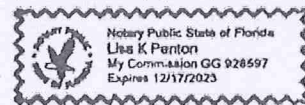


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

22 day of July, 2020.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 2/10/2023
Re: Purchase of 313 and 315 North Polk St.

Overview:

The Town is considering purchase 313 and 315 North Polk St (approximately 6 acres) for \$3,450,000. The town uses for the property is to move the Electric Department and part of PCS to the site and for the possible relocation of the Fire Department. The Electric and PCS operations will consist of approximately 3.5 acres and the Fire Department would be on approximately 2.5 acres.

The contract is an Assignment of Rights for Purchase and Sale. The Town will have to deposit earnest money in the amount of \$50,000 when the Assignment Contract is signed and will have rights to enter and use the property. The current property will still own the property until the closing date of May 9, 2023 at which time the Town will pay the remaining balance of \$3,400,000. This will allow the Town to begin soil investigations, pre-construction work, clean-up, and remediation efforts with state agencies. If the Town does not close on May 9, 2023 for some reason the Town will forfeit the earnest money and other expenses incurred by the Assignor.

Environmental Findings

All findings are in the back of the property where the Utility laydown yard is potentially going.

2020 Phase I

A Phase I was done in 2020 which showed some soil contamination at a trench drain and possible contamination in the three wells on-site that would need to be abandoned. This Phase I did not show a need for soil remediation or a vapor barrier.

2023 Phase I

Due to the age of the first Phase I the town had another Phase I completed. While conducting this Phase I another trench drain was discovered as well as an oil separator. Testing in this showed there may be a need for some remediation in the soil and/or a vapor barrier for any enclosed building, but nothing has been confirmed. Additional testing will need to be conducted.

In order to redevelopment the back portion of the property the Town may need to enter into the Brownfields Program or the REC program. The REC program would allow the Town to remediate at its own pace and be the favorable path to go if the site is deemed a low priority by the State.

Attachments:

Map of Location
Map of Potential uses
Contract

Polaris 3G Map – Mecklenburg County, North Carolina

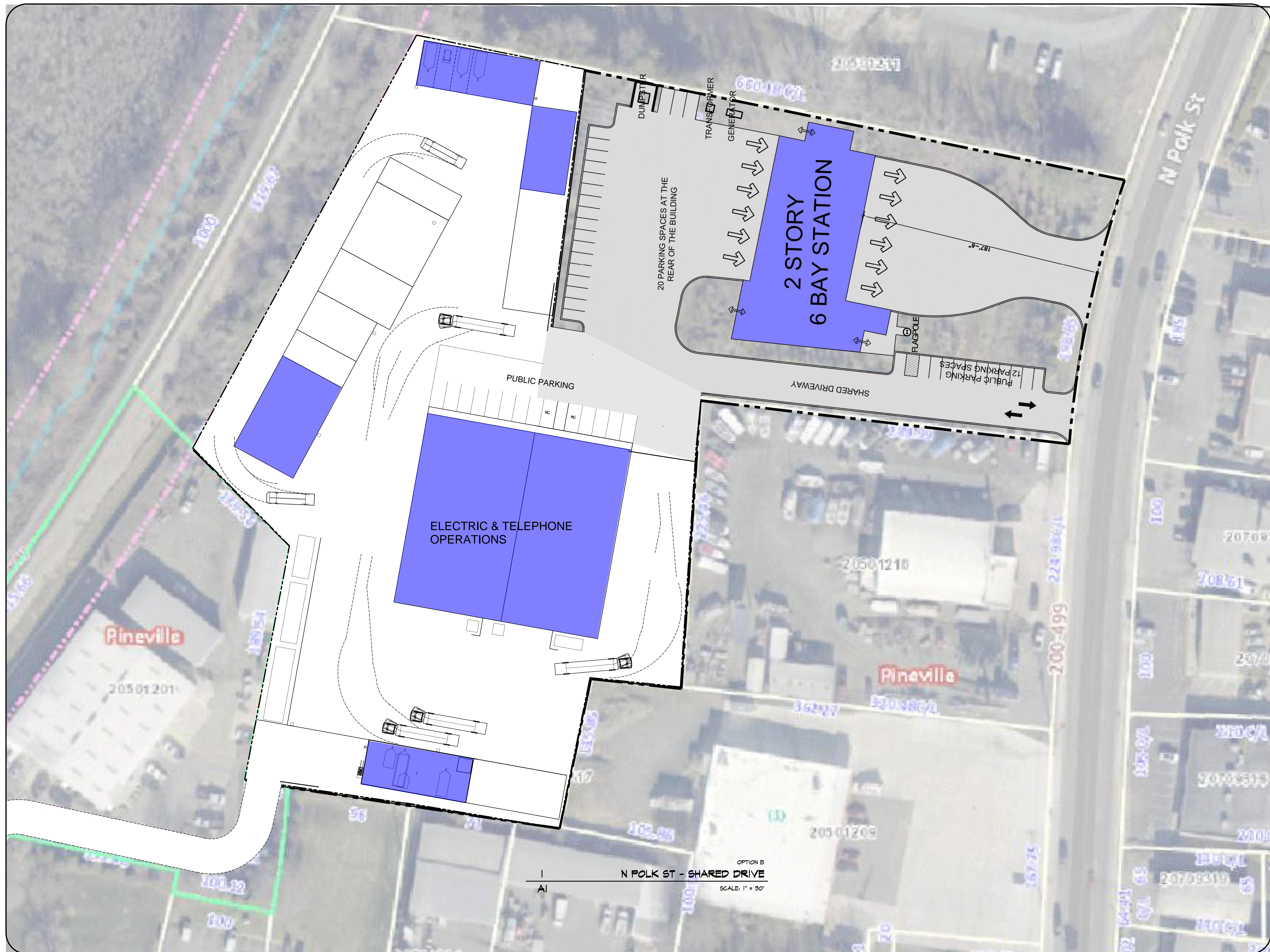
Item 11.

6.22 acres(271019.42 sq ft)

Date Printed: 2/10/2023 3:00:04 PM

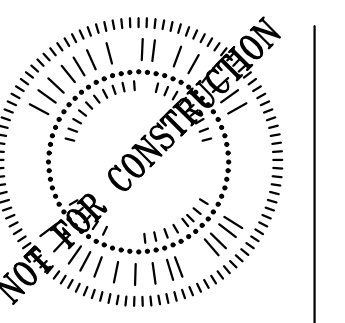


This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information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



OPTION B
**PRELIMINARY
SITE PLAN
LAYOUT**

**Pineville
Electric &
Telephone**
N Polk St - Property
Pineville NC



DRN:LR
DRAWN BY
CHECKED BY
DATE
CONTRACT NO.

SHEET NO.
AI
OF

OPTION B
N POLK ST - SHARED DRIVE
SCALE: 1" = 30'

**ASSIGNMENT AND ASSUMPTION OF
AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY (this “Assignment”) is entered into this as of this ____ day of _____, 2023, by and between **ANDREW REED PROPERTIES, LLC**, a North Carolina limited liability company (the “Assignor”) and **THE TOWN OF PINEVILLE**, a North Carolina municipal corporation (the “Assignee”).

RECITALS:

WHEREAS, Assignor, as Buyer, and **313315 Polk, LLC**, a North Carolina limited liability company, as Seller (“Seller”), are parties to that certain Agreement For Purchase and Sale of Improved Real Property dated as of January 12, 2023 (as amended or modified, the “Purchase Agreement”), for the purchase and sale of approximately 6.129 acres (+/-) of real property and improvements located at 313 Polk Street and 315 Polk Street in the Town of Pineville, Mecklenburg County, North Carolina, having Mecklenburg County Tax PINs 20501212 and 20501217, all as more particularly described in the Purchase Agreement (the “Property”);

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement, and Assignee desires to accept such assignment and assume all of Assignor’s duties, obligations, covenants, and undertakings under the Purchase Agreement, subject to the terms and conditions contained herein; and

WHEREAS, the Purchase Agreement is freely assignable by Assignor pursuant to Section 18 thereof.

NOW, THEREFORE, in consideration of \$10.00 paid in hand, the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

1. All of the recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Assignor does hereby bargain, assign, transfer, sell, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Purchase Agreement.
3. Assignee hereby assumes all obligations of Assignor under the Purchase Agreement, subject to the remaining terms of this Assignment and subject to Assignee’s satisfying all public notice and open meetings requirements under applicable law and subject to final approval of this Assignment and Assignee’s purchase of the Property by the Town Council for the Town of Pineville (the “Conditions Precedent”). Upon satisfaction of the Conditions Precedent, Assignee shall notify Assignor in writing, upon which Assignee shall automatically assume all obligations of Assignor under the Purchase Agreement, and Assignee shall promptly reimburse Assignor for all Earnest Money deposits previously made under the Purchase Agreement (not to exceed \$50,000.00). In the event the Conditions Precedent are not satisfied by May 9, 2023 (which is the date that is ten (10) days prior the deadline for Closing under the Purchase Agreement), this Assignment shall automatically terminate and be of no further force or effect, except for obligations and liabilities herein that expressly survive such termination. In the event this Assignment terminates due to failure of the Conditions Precedent as set forth in the preceding sentence, and in the event the Purchase Agreement is also terminated prior to said deadline for Closing, and in connection with such

termination, Assignor is required to forfeit its Earnest Money deposit to Seller, Assignee shall, within thirty (30) days following written demand by Assignor, reimburse Assignor in an amount equal to the Earnest Money actually deposited by Assignor, not to exceed \$50,000.00 (the “Earnest Money Reimbursement”), plus the costs and expenses incurred by Assignor in negotiating the Purchase Agreement and performing preliminary due diligence activities (including, without limitation, reasonable attorney’s fees and costs incurred by Assignor in searching title and obtaining a commitment for title insurance), this obligation to survive termination of this Assignment.

4. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against all claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expense) arising out of or in connection with Assignor’s breach of the Purchase Agreement or Assignor’s failure, prior to the Effective Date, to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the Purchase Agreement. Assignee hereby agrees to defend, indemnify, and hold Assignor harmless from and against all claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expenses) arising out of or in connection with Assignee’s breach of the Purchase Agreement or Assignee’s failure, from and after the Effective Date, to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignee under the Purchase Agreement. The terms of this Section 4 shall survive termination of this Assignment.

5. The “Effective Date” of this Assignment shall be the date that the Conditions Precedent have been satisfied as set forth in Section 3 above. Notwithstanding the foregoing, as of the date set forth in the opening paragraph above, this Assignment shall be fully binding on Assignor, and the Earnest Money Reimbursement shall be fully binding on Assignee. Prior to the Effective Date, without the prior written consent of Assignee, such consent not to be unreasonably withheld, conditioned or delayed, Assignor shall not enter into any amendments or modifications to the Purchase Agreement.

6. The existence and nature and terms of this Assignment is and shall remain confidential, and without Assignee’s prior written consent, Assignor shall not disclose the same to any third parties (including, without limitation, Seller), except for the information that (a) is already in the public domain, or (b) is required to be disclosed pursuant to applicable laws or regulations or court orders or other governmental authorities with proper jurisdiction. Notwithstanding the foregoing, Assignee acknowledges that Assignor will be required to notify Seller of the existence of this Assignment for purposes of verifying that Buyer’s rights and obligations under the Purchase Agreement have been assigned to, and assumed by, Assignee, and that such notification and the providing of this Assignment to Seller shall not be a violation of this Section 6. The terms of this Section 6 shall survive termination of this Assignment.

7. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties. This Assignment shall be governed by and construed under the laws of the State of North Carolina. Electronic facsimiles of signatures and signatures generated by electronic means (i.e., DocuSign or similar electronic service) shall be acceptable and binding upon the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

**SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION OF
AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date set forth in the opening paragraph on the first page hereof.

ASSIGNOR:

ASSIGNEE:

ANDREW REED PROPERTIES, LLC
a North Carolina limited liability company

THE TOWN OF PINEVILLE
a North Carolina municipal corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

DRAFT

Memorandum



To: Mayor and Town Council
From: Lisa Snyder
Date: 2/10/2023
Re: Old Business: Board openings

The Planning Board has an opening and an opening for an alternate. The Board of Adjustment has an opening for the board and an opening for an alternate, as well.

The following Pineville residents have applied for the Planning Board and/or the BOA board openings:

PLANNING BOARD AND/OR BOARD OF ADJUSTMENT:

Dusty Gilvin (applied for both of these boards)
Michelle Shail (applied for both of these boards)
Brandi Wyant (applied for only the Planning Board)
Monica White Eagle (applied for only the Planning Board)

Action Requested: *Appoint interested resident(s) to this board.*



Application for Board Appointment

Town of Pineville

P.O. Box 249 • Pineville, NC 28134

Fax: 704-889-2293

Name: Dusty Alan Gilvin Date: January 9, 2023

Address: 11818 Founders Park Lane, Pineville, NC 28134 Home Phone: (202) 763-0222

Email Address: dustyag@magedata.ai Cell Phone: (202) 763-0222

Please indicate which Board you are interested in: Planning Board and Board of Adjustment

Please explain briefly why you are seeking appointment to this board: My family and I had been planning to move to the Charlotte area for over 9 years. Between not really finding an area that we felt was right for us and work keeping us away, we just weren't able to make it happen until 2 years ago, when we found Pineville. I believe that change starts at the community level and we are raising our son to understand that community involvement is a civity duty equally as important as voting or serving in the military.

Please describe any professional experience you may have that would be relevant to this board: I have been fortunate enough to have served as Vice President of Operations & Director of the Mountain West for GPRS, the nations largest utility locating company. I have also served as Chief Operating Officer for Next Generation Construction & Environmental, where I lead our Hydro-excavation and Civil Construction Division. I was also the Vice President at Pilot Drilling Group, a direction drilling company.

Please describe any committees, organizations, or other boards you may have participated on or educational background you have that would qualify you for a position on this board: I have served on multiple boards to include, Director for U.S. Army Physical Disability Agency, University of Arizona Wounded Veterans Association, Infobelt, INC, and Mage Data. I'm currently serving on the Advisory Board for B&D Capital Partners.

Please tell us anything else about yourself that would be beneficial to this board: I am a U.S. Navy Combat Veteran with more than 18 years of experience leading and growing companies. I have a Masters Degree in Education and about to complete an MBA in Finance.

Signature: Dusty Gilvin Date: January 9, 2023



Application for Board Appointment

Town of Pineville

P.O. Box 249 • Pineville, NC 28134

Fax: 704-889-2293

Name: Michelle Shail

Date: January 24, 2023

Address: 210 Johnston Dr. Pineville NC 28134

Home Phone: 704-609-1486

Email Address: mandersonshail@gmail.com

Cell Phone: 704-609-1486

Please indicate which Board you are interested in: Planning Board or Board of Adjustment

Please explain briefly why you are seeking appointment to this board: I moved to Pineville from Ballantyne in June 2022 and I've been in the Charlotte area for 20 years. I built a home in Chadwick Park and absolutely love the neighborhood and the downtown Pineville experience. The town is full of charm, is so well run and has strong on-going growth potential. I'd like to utilize my time, professional and life experience to contribute to the continued growth and development of our fantastic town.

Please describe any professional experience you may have that would be relevant to this board: I have over 15 years of experience as a Human Resources professional in various industries, including financial services and manufacturing. My career focuses on helping businesses achieve their priorities and goals through their people strategies. I consult and advise leaders on managing their workforce, assessing and recommending efficient and effective organizational structures, advocating for and developing employees and mitigating risk.

Please describe any committees, organizations, or other boards you may have participated on or educational background you have that would qualify you for a position on this board: Community participation is core to my values. When my children were young, I served on the PTA Board. I'm the co-founder and serve on the leadership team for a community of practice focused on Organization Development (The OD Roundtable). As a leadership team, we plan and facilitate quarterly sessions related to trends and best practices for our community of 75+ Organization Development/HR practitioners. Additionally, I'm a mentor to a graduate student from the McColl School of Business at Queens University where I earned a Master of Science in Organization Development.

Please tell us anything else about yourself that would be beneficial to this board: I'm a mom to three children (23, 20, 18 years old) and two rescue fur babies, Tucker the dog and Tobi the cat. Thank you for considering my application.

Signature:

Date: 1/24/23



Application for Board Appointment

Town of Pineville

P.O. Box 249 • Pineville, NC 28134

Fax: 704-889-2293

Name: Brandi Wyant

Date: Feb 6, 2023

Address: 115 Juanita Drive

Home Phone: _____

Email Address: brandiwyant@gmail.com

Cell Phone: 704.965.4562

Please indicate which Board you are interested in: The Planning Board

Please explain briefly why you are seeking appointment to this board: I have lived in Pineville since 2016 and have grown to truly love the town. I would enjoy getting involved more in the town and help lead the future direction. I think Pineville is quickly developing, while still keeping the charm of a small town.

Please describe any professional experience you may have that would be relevant to this board:
Professionally I am a controller for The Sports Business Journal. I have been in finance and operations throughout my career. I spent 12 years at a local language company and six years at a public insurance company before joining The Sports Business Journal. While my roles are not directly related to the specific board, I believe they have brought me a vast amount of knowledge. In my roles I have run three construction projects, including space selection and planning. Also in my insurance role I had two offices that specialized in construction and government.

Please describe any committees, organizations, or other boards you may have participated on or educational background you have that would qualify you for a position on this board: I sat on the International House broader board, along with forming and sitting as the president of their Young Professionals board. I have also previously sat on the transit committee for the Charlotte Chamber and the membership committee for the Charlotte City Club. it has been a few years since I participated in the local committees and boards since I have been working with a public company with travel throughout the region. Now that I am back in the area full-time I would like to get involved again with the community.

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

Signature: 

Digitally signed by Brandi Wyant
Date: 2023.02.06 10:54:51 -05'00'

Date : Feb 6, 2023

Brandi Wyant

115 Juanita Drive
Pineville, NC 28134
brandiwyant@gmail.com
704.965.4562

Bridge Specialty Group (Brown & Brown, BRO)

Hull & Company, Braishfield, National Risk Solutions, Peachtree Special Risk
Southeast Regional Controller (Prior Accounting/Operations Leader) Charlotte, NC Jun 5, 2016 – Present

General Office Management/Technology

- Maintain and purchase all systems, phones, software and computers
- Lease analysis and office upfit management
- Indirect management of 350+ teammates, direct management of 30 finance/operations teammates
- Partnering with the President to drive sales/marketing/company direction

Accounting/Human Resources

- Compliance with Sarbanes-Oxley Legislation
- Revenue Recognition 606
- Month/Quarter/Year-end Compliance/close/reconciliation/reporting/analysis
- Journal, AR, AP, restricted cash, prepaid/accrued expenses, intercompany, and trust/operating bank review
- Financial statement creation/analysis
- Tax and 1099 year end reporting
- Yearly and latest estimate budgeting for seven offices creating top and bottom-line targets
- Payroll/onboarding/recruiting/hiring/incentive
- Lead carrier and internal audits for seven offices
- Excess & Surplus tax filings and compliance

Committees

- Budget planning and development for all Brown & Brown offices
- Lockbox creation/training/development for all Brown & Brown offices
- Consolidated payables for all Brown & Brown offices through JP Morgan
- Learning development to develop online training courses for teammates

Choice Translating, Inc., TravelingBrand, Inc. & Inuksuk, LLC

Director of Client Services Charlotte, NC Nov 1, 2004 – April 8, 2016

General Office Management/Technology

- Event planning, team building and training
- Strategic projects and planning
- Research and implement new technologies
- Maintain all systems, phones, software and computers

Accounting/Human Resources

- General accounting & tax planning in QuickBooks for three companies
- Recruiting/Screening/Hiring/Payroll for 15 staff, 200 1099 contractors, and 1000 international contractors
- Benefits plan evaluation, selection and administration

Sales/Customer Service/Training

- Prepare contracts and negotiation
- Account management in Salesforce.com

Notable Accomplishments

- Managed the upfit and design of new office space
- Transition the company to 100% cloud based solutions and removed all servers and IT services
- Implemented ROWE work environment
- Implemented Salesforce.com for sales, recruiting and marketing along with integrations
- Research and implemented online scheduling software to increase sales and decrease staff time

Education - University of Wisconsin Superior BS in Accounting May 2003

Boards - Chair/President of Young Professionals @ International House
Development committee/board member for the broader International House board

Software/Technology:

Advanced Office 365 (Forms, PowerAutomate, Stream, Excel, Word, Teams, OneDrive, Sharepoint) | Pivot Tables
Excel formulas including Vlookups | Basic Macros | Salesforce.com | QuickBooks | Velocity | Rackspace | Workday
Panda Firewall/Security | Adobe Captivate | Build, install and troubleshoot PC's | Google Applications | Wix Website



Application for Board Appointments

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

Name: White Eagle, Monica Date: 2/8/23

Address: 1012 Lyndon Station Dr, Pineville, NC 28134 Phone: 512-632-9831

Email Address: emailmwe@gmail.com Cell Phone: same as above

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

Please explain briefly why you are seeking appointment to this board: I'm seeking appointment to this board as I believe in the potential of Pineville and I would like to be involved in contributing to the community's future. I've been a fan of Pineville since I first discovered it in 2019 when I was scouting places to live in the Charlotte area (having moved from Dallas, Texas) and promptly bought in the newest community development at the time, Chadwick Park at Downtown Pineville.

Please describe any professional experience you may have that would be relevant to this board: My background is in the consumer goods industry, centered around being a visionary and leading that vision among others to make it a reality. Whether it was in designing/developing the actual product or in leading/influencing teams across various management levels, a large component of my experience required strong communication skills, setting clear goals, and inspiring teams to work together to achieve the desired outcome. I'm currently working as a contractor for clients in oil and gas extractions, CPG manufacturing/marketing which continues to refine my interpersonal and project management skills.

Please describe any committees, organizations or other boards you may have participated on or educational background you have that would qualify you for this position on the board: 2014-2015: Graduate of Leadership Irving-Las Colinas, Irving Chamber of Commerce Tx, which focused on educating and developing leaders for civic, charitable, and community involvement.
2017-2019: Junius Heights Neighborhood Association, the largest historic district in Dallas, Tx, included involvement in neighborhood events, beautification/alley cleanups, historic preservation/zoning efforts.
2019-Present: Active in Chadwick Park community as both resident and community affairs involvement.

Please tell us anything else about yourself that would be beneficial to this board: I have moved from the fastest-growing metro in the U.S., Dallas-Fort Worth, where I spent 13 years as witness to fast urban growth with community-focused development.

Signature : Monica White Eagle Date : 2/9/23

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 2/10/2023

Re: Removal of Temporary Gate on Cranford Road at Preston Park

Overview:

The gate was originally erected as a compromise with the current residents that live in the established neighborhoods between Franklin and Cranford when Preston Park was going through the conditional permitting phase. During the public hearing and Work Sessions several residents expressed concern about construction potentially using both Cranford and Franklin Streets. To alleviate these concerns Council, at the time, voted to add to the conditional plans that a temporary gate would need to be installed on Cranford until after the Phase II of the build out was completed to prevent construction traffic and tractor trailer traffic from using Cranford. Likewise, Franklin would remain blocked until after Phase III was completed.

Current Situation

Phase II is not complete yet, but citizens who live in Preston Park would like the gate on Cranford to be removed. This will alleviate current traffic (to include an occasional tractor trailer) from using the alleys to navigate through the neighborhood. Current residents who have been contacted understand that this will increase construction and potential tractor trailer traffic through the neighborhood, but the majority would still like the gate to be removed. The Town has currently installed signage on Cranford that restricts tractor trailers from using the road. We will also do this on Emmett. The barriers on Franklin would remain.

Since Council made the requirement as part of the conditional plan, the removal of the gate needs to be voted on by Council since the developers are not finished with Phase II. There appears to be approximately 11 lots that still need to be developed as part of Phases I and II:

- 3 lots currently under construction
- 2 lots empty near the amenity area
- 6 lots that are empty associated with the leasing office and construction trailer (on Cranford before the gate)

The citizens of the neighborhood have been contacted for their input and the majority have indicated they would like the gate to be removed. Currently traffic is using the alleys to get through

the neighborhood which creates a hazard to residents due to their narrowness. Residents understand that this will increase traffic through their neighborhood.

Attachments:

None

Recommendation:

Remove the gate based on resident feedback.



**Pineville Police
Department**



Memo

To: Town Council
From: Michael Hudgins, Chief of Police
CC: Roxy McMahon, Senior Administrative Assistant; Lisa Snyder, Town Clerk
Date: 2/10/2023
Re: Budget Amendment Request

Mayor and Councilmembers, the Pineville Police Department is at a competitive disadvantage concerning the recruitment of talent to the police department. In the past month, the department lost two potential sworn candidates to other agencies that offer hiring bonuses (Huntersville and Gastonia). When questioned why they chose the other police department over Pineville, each candidate stated the hiring bonus played a significant role in their decision to choose the other agency.

Currently, the police department is down two positions in our 911 Center and eight sworn positions. The national market for employees is extremely tight. For instance, the U.S. Department of Labor estimates there are 60 applicants available for every 100 open positions. Compounding this issue further is the Pineville Police Department is not competitive in our local market (Mecklenburg County). For example, seven police departments offer hiring bonuses.

Since the George Floyd incident in 2020, we have seen a decline in applications for open positions in the police department, and recently, we have seen an exodus of employees, sworn officers and telecommunicators. Research from the Police Executive Research Forum (PERF) corroborates our observations. For instance, a PERF study found the following:

- PERF contends police agencies, on average, are filling only 93% of the authorized number of positions available.
- PERF research shows that fewer new officers were hired, and resignations and retirements increased in the 2020-2021 period, compared to the previous year.
- PERF found a recent significant increase in resignations, an 18% increase in the resignation rate in 2020-21, as compared to 2019-20.
- PERF research shows there is a 45% increase in the retirement rate in 2020-21, as compared to 2019-20.

To assist us with overcoming these barriers, I respectfully request a budget amendment of \$35,500 to fund hiring bonuses for sworn and telecommunicator positions. We firmly believe adding a hiring bonus to our benefits and compensation package will make us more competitive in a very tight labor market.

Budget Amendment Proposal – Hiring Bonuses

Chief Mike Hudgins

Critical Issues

Recruitment

Retention

National Trends

- The U. S. Department of Labor estimates there are 60 applicants available for every 100 open positions
- A 2021 study by the Marshall Project shows nearly 80% of cities saw a drop in the number of police officers and government employees
- The volume of police applicants has declined significantly since the George Floyd incident
- The pandemic pushed Americans to leave crucial jobs – from sanitation workers to firefighters – leaving cities and towns scrambling to fill gaps (many employees want to work from home – great resignation)
- PERF contends police agencies, on average, are filling only 93% of their authorized positions
- PERF research shows that fewer new officers were hired, and resignations and retirements increased in 2020 – 2021, as compared to the previous year
- PERF found a recent significant increase in resignations, an 18% increase in the resignation rate in 2020 – 2021, as compared to the previous year
- PERF research shows there is a 45% increase in the retirement rate in 2020 – 21, as compared to the previous year (baby boomers and 1990s police hiring with federal funds)

Pineville PD Retention Issues

- Eight Police Officers have left the department in the past 12 months:
 - Six took jobs with another police agency
 - One left the profession
 - One left for other reasons
- Six Telecommunicators have left the department in the past 12
 - Two were terminated
 - One took a job in banking
 - One took a job at another 911 Center
 - Two left the profession

Pineville PD Recruitment Issues

- The department needs to fill three Telecommunicators positions by July 1st
 - Will make a conditional offer for one position on February 13th
 - Reviewing applications for the other positions
- The department needs to fill 13 sworn positions by July 1st
 - Three recruits in the academy
 - One lateral who starts on Feb. 13th
 - Two pending positions
 - Sgt Miller is reviewing applications for the August Academy, actively recruiting current academy classes, & reviewing applications for laterals

Recruitment Issues

- A majority of PDs in the region/county provide hiring bonuses, which puts us at a competitive disadvantage
 - Mecklenburg Sheriff's Office: \$3,000
 - Matthews PD: \$2,000 - \$5,000 for Sworn and Telecommunicator positions
 - UNCC PD: \$5,000
 - Gastonia: \$4,500
 - Huntersville: \$6,000
 - CMPD: \$7,500
 - Davidson: \$500 to the recruiting officer
 - Mint Hill PD: \$5,000
 - Locust PD: \$5,000
- The department recently lost two potential recruit candidates at CPCC to police departments that offer hiring bonuses
 - Huntersville: \$6,000 hiring bonus
 - Gastonia: \$4,500 hiring bonus

- The proposal would cover new hires from August 1, 2022, forward to July 1, 2023
- We recommend the following hiring bonuses for officers and telecommunicators
 - \$6,000 for laterals
 - \$5,000 for new hires
 - \$1,000 for employees who recruit new employees to the department.
- Proposed payment plan
 - Laterals would be paid \$2,000 their first week on the job, \$2,000 when they complete FTO, and \$2,000 upon completion of the employee's one-year probation period.
 - New hires would be paid \$1,500 their first week on the job, \$1,500 once they complete FTO/CTO, and \$2,000 upon completion of the employee's one-year probation period.
 - Employees would receive \$1,000 when the officer/telecommunicator complete FTO/CTO
 - Recipients must agree to a three-year employment commitment as a sworn law enforcement officer/telecommunicator with PPD to retain bonus compensation.

Proposal – Fund Hiring Bonuses

Estimated Costs

- Estimated total costs are \$90,000
- Budget Amendment request is \$35,500
 - Coates: (Lateral) \$4,000
 - Hulst, Kelly, & Mogck: (New hire FTO) \$9,000
 - Tran, Beauchamp, & Soto: (New hire academy) \$4,500
 - Nine openings (six officers and three telecommunicators): There is a potential to hire all laterals: \$18,000

- **CMPD:**

- Phase One: The amount of \$1,000 will be paid after being hired as an employee of the Charlotte-Mecklenburg Police Department as a New Police Recruit. Payment will be made within 30 days of the date of hire.
- Phase Two: The amount of \$1,500 will be paid upon successful completion of the BLET program and passage of the State of North Carolina test. Payment will be made within 30 days of completion of the BLET Program.
- Phase Three: The amount of \$2,500 will be paid upon completion of CMPD's Patrol Training Officer ("PTO") program. Payment will be made within 30 days of completion date of the PTO program.
- Phase Four: The amount of \$2,500 will be paid upon completion of the officer's one-year probation period. Payment will be made within 30 days of successful completion of the probation period.
- **Recipients must agree to a three-year employment commitment as a sworn law enforcement officer with CMPD in order to retain bonus compensation.**

- **Mint Hill:**

- \$1,000 once finish BLET and hired on full-time (they pay a stipend to attendees of academy)
- One year later get \$2,000
- At two-year mark get \$2,000

- **Matthews PD:**

- All new hires selected for eligible positions will receive \$2,000 on their first paycheck.
- Those who have relevant job experience and/or military experience are also eligible for up to \$3,000 more (total payout available - \$5,000)

Hiring Bonus Plans in Other Agencies



February 9, 2023

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Finance Director CMT

RE: Council Action Request – Budget Amendment 2023-10

For Council’s consideration at the February 14, 2023 Council Meeting, please find attached Budget Amendment 2023-10.

The purpose of the budget amendment is to increase **Fund Balance Appropriated** revenue and increase **General Fund – Public Safety** appropriation in the amount of **\$35,500** for expenditures associated with **recruitment and retention of police officers**.

Staff recommends approval as presented.

TOWN OF PINEVILLE NC
BUDGET AMENDMENT #2023-10
 February 14, 2023
 FISCAL YEAR 2022-2023

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
General Fund					
3990.0000.10	Revenue	Fund Balance Appropriated	2,500,195	35,500	2,535,695
Total Fund Revenues			<u>20,652,438</u>	<u>35,500</u>	<u>20,687,938</u>
	Expenditure	Public Safety	9,065,568	35,500	9,101,068
Total Fund Expenditures			<u>20,652,438</u>	<u>35,500</u>	<u>20,687,938</u>

DESCRIPTION: To increase Fund Balance Appropriated revenue and appropriate towards Public Safety operations

 Mayor

 Budget Officer



 Town Clerk

 Finance Director

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 2/10/2023
Re: **Purchase of 313 and 315 North Polk St.**

Overview:

The Town is considering purchase 313 and 315 North Polk St (approximately 6 acres) for \$3,450,000. The town uses for the property is to move the Electric Department and part of PCS to the site and for the possible relocation of the Fire Department. The Electric and PCS operations will consist of approximately 3.5 acres and the Fire Department would be on approximately 2.5 acres.

The contract is an Assignment of Rights for Purchase and Sale. The Town will have to deposit earnest money in the amount of \$50,000 when the Assignment Contract is signed and will have rights to enter and use the property. The current property will still own the property until the closing date of May 9, 2023 at which time the Town will pay the remaining balance of \$3,400,000. This will allow the Town to begin soil investigations, pre-construction work, clean-up, and remediation efforts with state agencies. If the Town does not close on May 9, 2023 for some reason the Town will forfeit the earnest money and other expenses incurred by the Assignor.

Environmental Findings

All findings are in the back of the property where the Utility laydown yard is potentially going.

2020 Phase I

A Phase I was done in 2020 which showed some soil contamination at a trench drain and possible contamination in the three wells on-site that would need to be abandoned. This Phase I did not show a need for soil remediation or a vapor barrier.

2023 Phase I

Due to the age of the first Phase I the town had another Phase I completed. While conducting this Phase I another trench drain was discovered as well as an oil separator. Testing in this showed there may be a need for some remediation in the soil and/or a vapor barrier for any enclosed building, but nothing has been confirmed. Additional testing will need to be conducted.

In order to redevelopment the back portion of the property the Town may need to enter into the Brownfields Program or the REC program. The REC program would allow the Town to remediate at its own pace and be the favorable path to go if the site is deemed a low priority by the State.

Attachments:

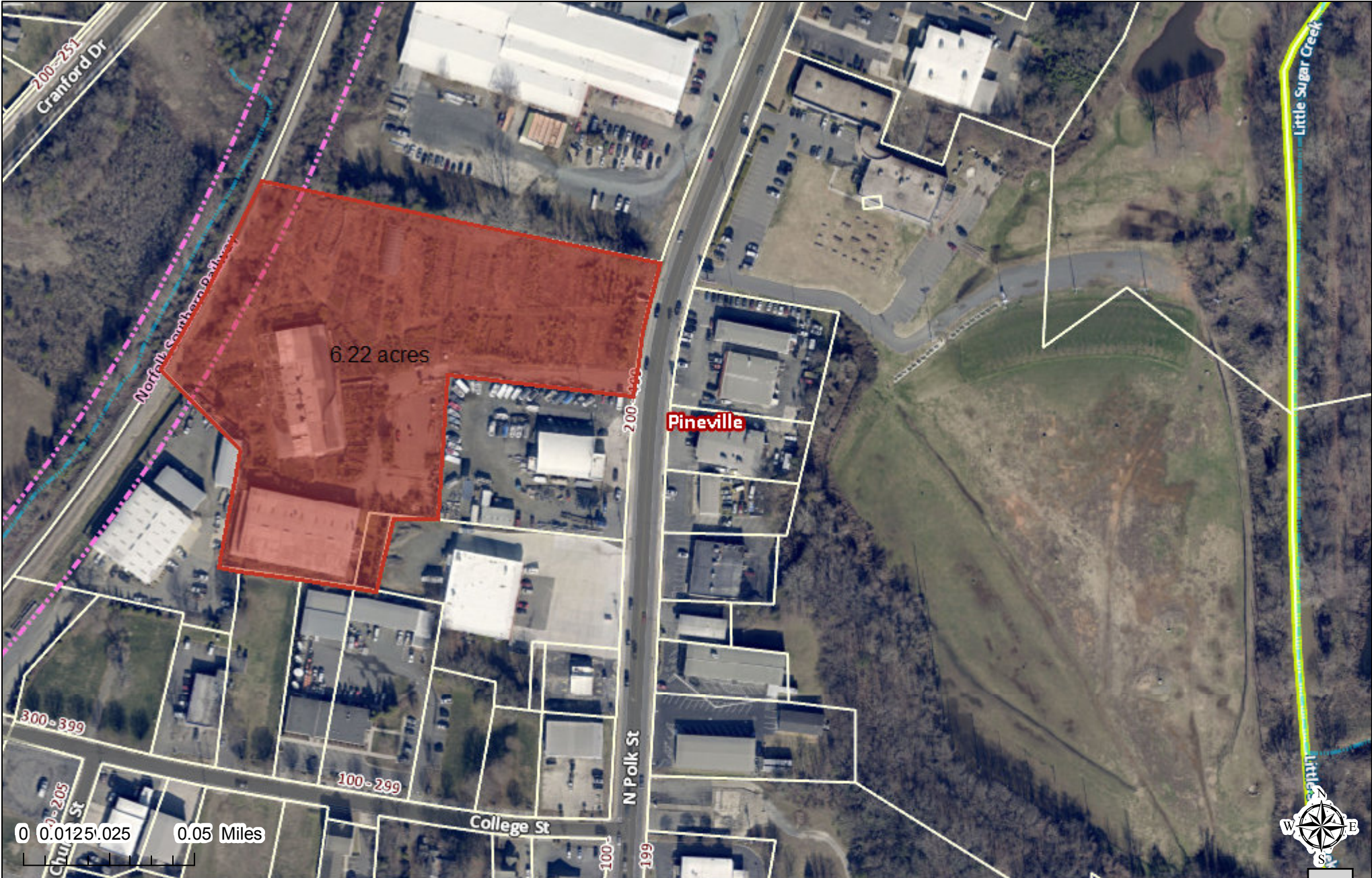
Map of Location
Map of Potential uses
Contract

Polaris 3G Map – Mecklenburg County, North Carolina

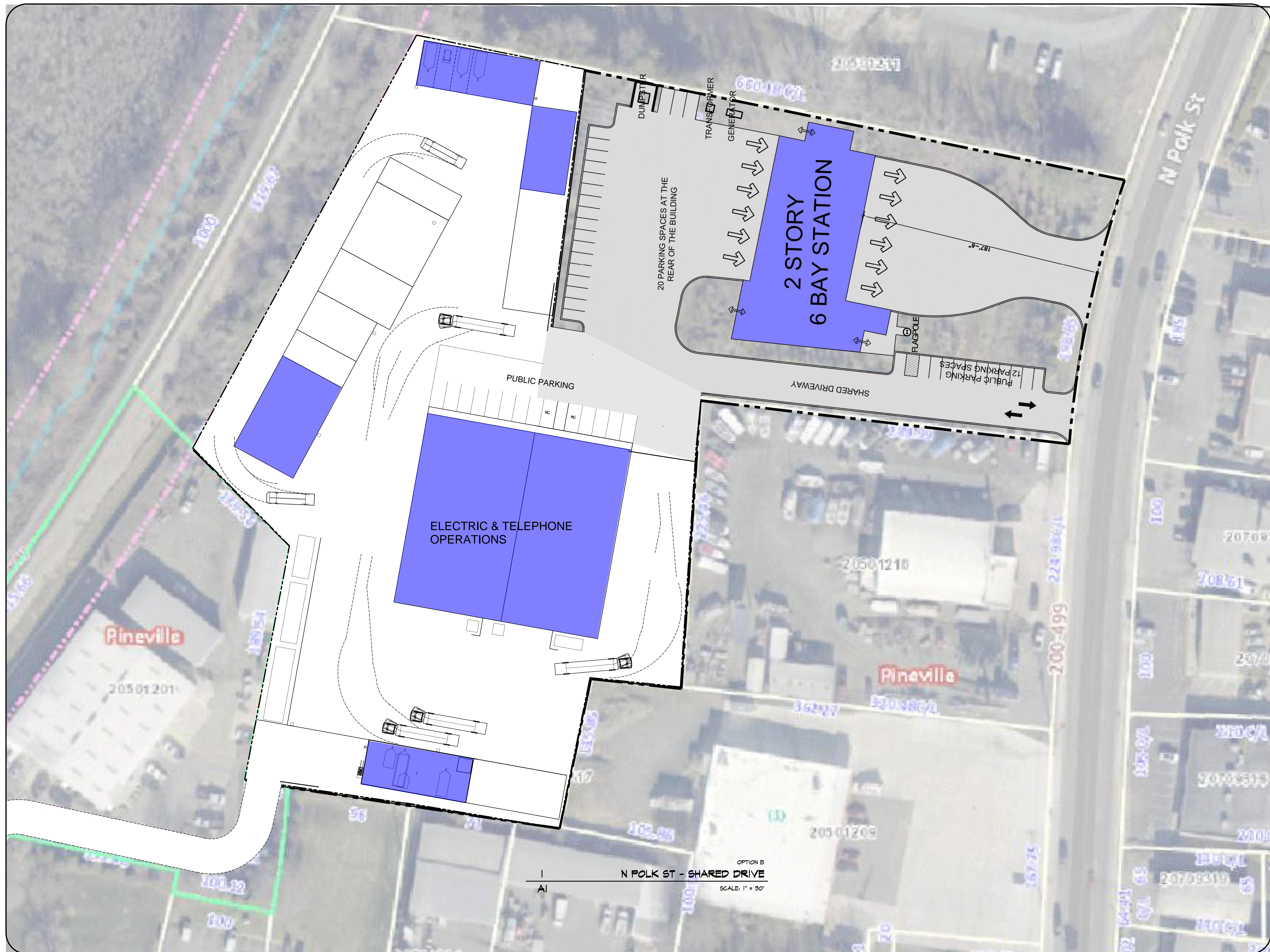
Item 16.

6.22 acres(271019.42 sq ft)

Date Printed: 2/10/2023 3:00:04 PM

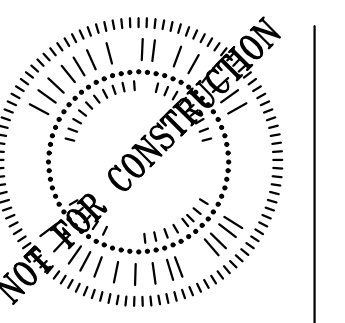


This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information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



**OPTION B
PRELIMINARY
SITE PLAN
LAYOUT**

**Pineville
Electric &
Telephone**
N Polk St - Property
Pineville NC



DRNLR
DRAWN BY
CHECKED BY
DATE
CONTRACT NO.

SHEET NO.
AI
OF

OPTION B
N POLK ST - SHARED DRIVE
SCALE: 1" = 30'

**ASSIGNMENT AND ASSUMPTION OF
AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY (this “Assignment”) is entered into this as of this ____ day of _____, 2023, by and between **ANDREW REED PROPERTIES, LLC**, a North Carolina limited liability company (the “Assignor”) and **THE TOWN OF PINEVILLE**, a North Carolina municipal corporation (the “Assignee”).

RECITALS:

WHEREAS, Assignor, as Buyer, and **313315 Polk, LLC**, a North Carolina limited liability company, as Seller (“Seller”), are parties to that certain Agreement For Purchase and Sale of Improved Real Property dated as of January 12, 2023 (as amended or modified, the “Purchase Agreement”), for the purchase and sale of approximately 6.129 acres (+/-) of real property and improvements located at 313 Polk Street and 315 Polk Street in the Town of Pineville, Mecklenburg County, North Carolina, having Mecklenburg County Tax PINs 20501212 and 20501217, all as more particularly described in the Purchase Agreement (the “Property”);

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement, and Assignee desires to accept such assignment and assume all of Assignor’s duties, obligations, covenants, and undertakings under the Purchase Agreement, subject to the terms and conditions contained herein; and

WHEREAS, the Purchase Agreement is freely assignable by Assignor pursuant to Section 18 thereof.

NOW, THEREFORE, in consideration of \$10.00 paid in hand, the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

1. All of the recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Assignor does hereby bargain, assign, transfer, sell, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Purchase Agreement.
3. Assignee hereby assumes all obligations of Assignor under the Purchase Agreement, subject to the remaining terms of this Assignment and subject to Assignee’s satisfying all public notice and open meetings requirements under applicable law and subject to final approval of this Assignment and Assignee’s purchase of the Property by the Town Council for the Town of Pineville (the “Conditions Precedent”). Upon satisfaction of the Conditions Precedent, Assignee shall notify Assignor in writing, upon which Assignee shall automatically assume all obligations of Assignor under the Purchase Agreement, and Assignee shall promptly reimburse Assignor for all Earnest Money deposits previously made under the Purchase Agreement (not to exceed \$50,000.00). In the event the Conditions Precedent are not satisfied by May 9, 2023 (which is the date that is ten (10) days prior the deadline for Closing under the Purchase Agreement), this Assignment shall automatically terminate and be of no further force or effect, except for obligations and liabilities herein that expressly survive such termination. In the event this Assignment terminates due to failure of the Conditions Precedent as set forth in the preceding sentence, and in the event the Purchase Agreement is also terminated prior to said deadline for Closing, and in connection with such

termination, Assignor is required to forfeit its Earnest Money deposit to Seller, Assignee shall, within thirty (30) days following written demand by Assignor, reimburse Assignor in an amount equal to the Earnest Money actually deposited by Assignor, not to exceed \$50,000.00 (the “Earnest Money Reimbursement”), plus the costs and expenses incurred by Assignor in negotiating the Purchase Agreement and performing preliminary due diligence activities (including, without limitation, reasonable attorney’s fees and costs incurred by Assignor in searching title and obtaining a commitment for title insurance), this obligation to survive termination of this Assignment.

4. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against all claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expense) arising out of or in connection with Assignor’s breach of the Purchase Agreement or Assignor’s failure, prior to the Effective Date, to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the Purchase Agreement. Assignee hereby agrees to defend, indemnify, and hold Assignor harmless from and against all claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expenses) arising out of or in connection with Assignee’s breach of the Purchase Agreement or Assignee’s failure, from and after the Effective Date, to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignee under the Purchase Agreement. The terms of this Section 4 shall survive termination of this Assignment.

5. The “Effective Date” of this Assignment shall be the date that the Conditions Precedent have been satisfied as set forth in Section 3 above. Notwithstanding the foregoing, as of the date set forth in the opening paragraph above, this Assignment shall be fully binding on Assignor, and the Earnest Money Reimbursement shall be fully binding on Assignee. Prior to the Effective Date, without the prior written consent of Assignee, such consent not to be unreasonably withheld, conditioned or delayed, Assignor shall not enter into any amendments or modifications to the Purchase Agreement.

6. The existence and nature and terms of this Assignment is and shall remain confidential, and without Assignee’s prior written consent, Assignor shall not disclose the same to any third parties (including, without limitation, Seller), except for the information that (a) is already in the public domain, or (b) is required to be disclosed pursuant to applicable laws or regulations or court orders or other governmental authorities with proper jurisdiction. Notwithstanding the foregoing, Assignee acknowledges that Assignor will be required to notify Seller of the existence of this Assignment for purposes of verifying that Buyer’s rights and obligations under the Purchase Agreement have been assigned to, and assumed by, Assignee, and that such notification and the providing of this Assignment to Seller shall not be a violation of this Section 6. The terms of this Section 6 shall survive termination of this Assignment.

7. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties. This Assignment shall be governed by and construed under the laws of the State of North Carolina. Electronic facsimiles of signatures and signatures generated by electronic means (i.e., DocuSign or similar electronic service) shall be acceptable and binding upon the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

**SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION OF
AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date set forth in the opening paragraph on the first page hereof.

ASSIGNOR:

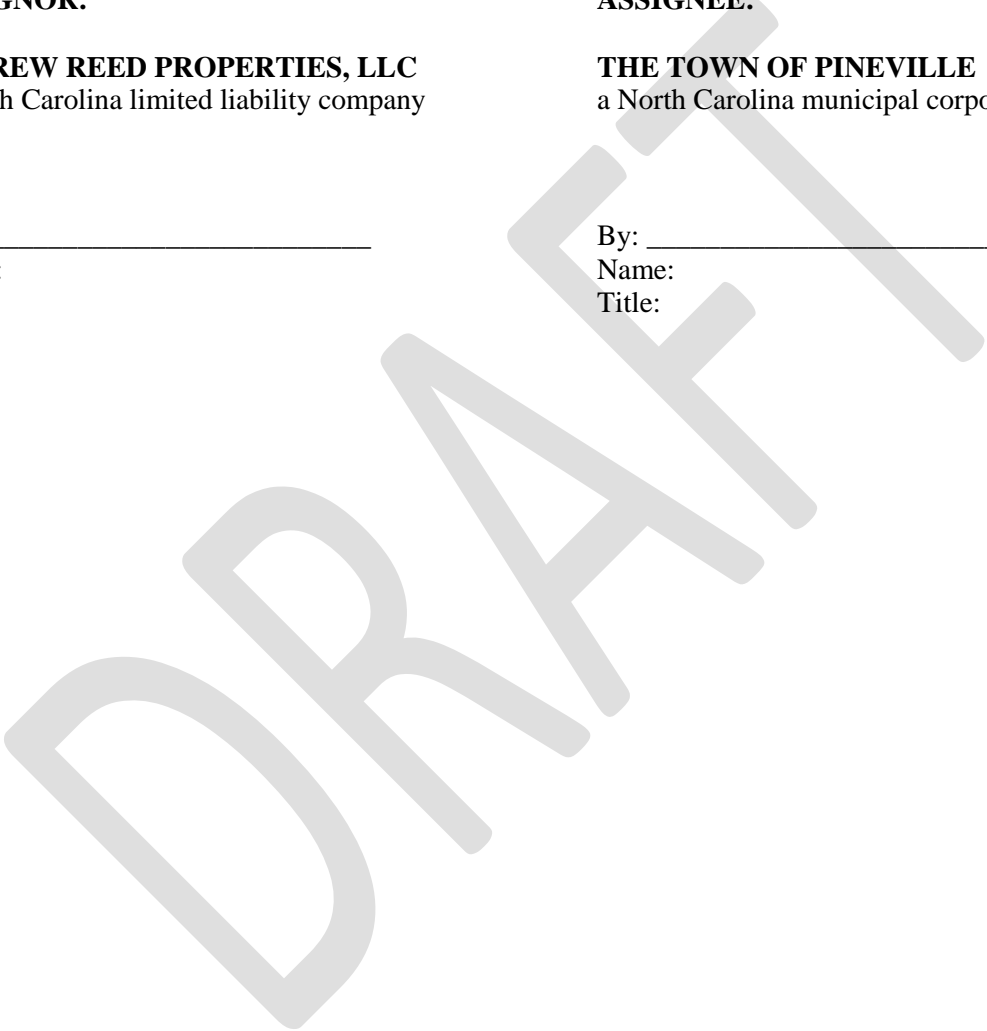
ANDREW REED PROPERTIES, LLC
a North Carolina limited liability company

By: _____
Name:
Title:

ASSIGNEE:

THE TOWN OF PINEVILLE
a North Carolina municipal corporation

By: _____
Name:
Title:





February 9, 2023

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Finance Director CMT

RE: Council Action Request – Audit Contract

For Council's consideration at the February 14, 2023 Council Meeting, please find attached for approval, **FYE2023 Audit Contract with Martin Starnes and Associates** in the amount of **\$58,250**.

In accordance with NC General Statutes, the Town is required to have an annual independent audit by a CPA or CPA firm. Martin Starnes & Associates, CPAs, P.A. (MSA) from Hickory, NC has conducted the Town's annual independent audit for the last several years. MSA is a widely respected firm for governmental audits in North Carolina and our previous engagements should be considered successful.

MSA has presented a **contract to audit** the Town's **Fiscal Year Ending (FYE) 2023 financial statements** in the amount of **\$47,700**. Additionally, the contract presents **\$6,800** to write the financial statements consistent to GFOA guidelines and **\$3,750** fee per major program.

Staff anticipates at least one major program as we have begun drawing down our ARPA funds in this fiscal year.

Staff recommends the Town continues its relationship with MSA via contract approval.

The	Governing Board Town Council
of	Primary Government Unit Town of Pineville, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event 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.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Christopher Tucker, CLGFO	Finance Director, Town of Pineville	ctucker@pinevillenc.gov

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

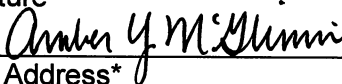
Primary Government Unit	Town of Pineville, NC
Audit Fee	\$ 47,700
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 3,750 (up to 2 major programs); \$3,750 per major program in excess of 2
Writing Financial Statements	\$ 6,800
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/03/23	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Pineville, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* John (Jack) Edwards, Mayor	Signature*
Date	Email Address jedwards@pinevillenc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Christopher Tucker, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* ctucker@pinevillenc.gov

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh

4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham

3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro

579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield

212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

Town of Pineville

FY24 Proposed Council Budget Calendar

March / April 2023– Budget Workshop Sessions with Council

- March 30 – Overview of Revenues, Expenditures and Pressures
- April 13 – General Government / Parks and Recreation
- April 20 – Public Safety
- April 27 – Public Works / Enterprise Funds
- May 2 – CIP Projects / Wrap up

May 9, 2023 – Council Meeting

- Manager’s Recommended Budget presentation
- Hold Public Hearing

June 13, 2023 – Council Meeting

- Approve Budget Ordinance and Fee Schedule



Department Update

PUBLIC WORKS

To: Town Council

From: Chip Hill

Date: February 1, 2023

Re: **Public Works Updates**

Lynnwood/Lakeview: Project was advertised with access to plans through Duncan Parnell beginning January 28th. Plans for the project will also be advertised in local newspaper. Bid opening is February 21st in Town Council Chambers.

Lowery: The construction plans are complete; utility providers are being contacted for necessary updates needed for the project. Labella is preparing the NCDOT encroachment and will be contacting the property owners first week in February. The plan is to advertise the project in March.

Main Street Sidewalk Maintenance: The plans are complete. A NCDOT encroachment agreement is not required, so the Town can begin to reach out to contractors for informal bids.

Cone Avenue Park: The final completed plans were delivered to the Town on January 20th. Labella will assist the Town with contacting the adjacent owner regarding the fence and shed encroachment onto the Town's parcel.

Dover/Cone Realignment: Carolina Surveying provided a plat for review to the Town January 23rd. The new right of way alignment CADD file was received by the Town January 26th.

Main Street Sidewalks at Town Businesses: In order to make our sidewalks around our Town businesses ADA compliant, Precision Safe Sidewalks eliminated 85 to 90% of the areas of the sidewalks that were not ADA compliant.

Pothole Repair: Approximately 3,400 lbs. of cold patch have been used this month to repair potholes. Most of the repairs were on Industrial Drive.

Ditch Work: The Stormwater and Street Crews begin resloping and cleaning out storm drainage areas at the intersection of Emmett Drive and Industrial Drive. Depending on weather, work is scheduled to take 1 to 2 weeks before completion.

Huntley Glen: Forms for the ADA ramps at the intersection of Grace View Drive have been inspected and approved for pouring as weather permits.

Pineville Court: The Town staff, Town engineer and Mecklenburg County met with the developer on January 12th to review and discuss a list of the necessary repairs needed for the completion of the stormwater drainage system.

*see attached spreadsheet of pending/issued permit easements

PERMITS ISSUED/PENDING

COMPANY

Fiscal Year 2023

COMPANY	LOCATION	STATUS	PERMIT NO
Electricities/AJ Molnar Southeastern Consulting Engineers	813 Main/810 Main to 511 Main/516 Main	Cancelled	
Spectrum/Melissa Sherrill Telics/Angie Jewett Telics	10518 Cadillac Street/Pineville Road	Cancelled	
Charlotte Water/Zach Pellicone	632 Eagleton Down Drive/Downs Rd and cul de sac	Issued	PW20220801EAGLETON632
AT&T/Kara Rydill/Lee Sadler #A02BQ76	11925 Carolina Logistics Drive	Issued	PW20221026CAROLINALOGISTICS11925
Spectrum/Tracey Kendall/STS Cable Services	9132 Willow Ridge Road/Willow Bend Circle	Cancelled	
Southeastern Consulting/A.J. Molner/Dynetek for Electricities	517 Main Street/Jack Hughes Lane/813 Main Street	Issued	PW20221007MAINS17
Level 3 Communications/Cindy Crews/Outsource Inc	505 Main Street/Reid Lane	Issued	PW20220804MAINST505
Charlotte Water/Zach Pellicone/Geneva Montgomery	233 Eden Circle/Cone Ave	Issued	PW20220801EDENCIRCLE233
Charlotte Water/Horsepower Site Service/Angel Caudle	10320 Rodney St/Industrial Drive	Issued	PW20221014RODNEY10320
Tower Engineering Professionals/Gage Martin/Samatha Hall	10851 Park Road, Charlotte/Pineville Matthews Rd	Issued	PW20221014PARKRD10851
Spectrum/Telics Permitting/Melissa Sharriell/Metro-Tech/Torrance Countrymen	10320 Rodney St/Industrial Drive	Issued	PW20221215RODNEY10320
AT&T/Rosita Villavicencio/Sourceone	10810 Park Crossing Drive	Issued	PW20230112PARKCROSSING10810
Pineville Communications/Tammy Vachon/Frank Peay	Mallard Drive/Park Lake Drive	Issued	PW20220921MALLARD
AT&T/Sylvia Paschal/Sourceone	10625 to 10701 McMullen Creek Pkwy	Issued	PW20221007MCMULLENCREEK10625&10701
AT&T/Rosita Villavicencio/Sourceone	12115 Downs Rd	Issued	PW20221014DOWNS12115
Charlotte Water/Geneva Montgomery/Zack Pellicone	12031 Carolina Logistics Rd/Nations Ford Road	Issued	PW201025CAROLINALOGISTICS12031
Charlotte Water/Geneva Montgomery/Zack Pellicone	9919 Industrial Drive	Issued	PW20221202INDUSTRIAL9919
PNG/Mears Group/Carl Hamlin	McIntyre Ridge Rd/Jacks Lane(McCullough)	Issued	PW20221215MCINTYRERIDGE
PNG/Mears Group/Carl Hamlin	12025 Carolina Logistics Drive/Nations Ford Rd	Issued	PW20230106CAROLINALOGISTICS12025
PNG/Lori Houck	307 Johnston Drive	Issued	PW20221209JOHNSTON307
AT&T/Rosita Villavicencio/Sourceone	10100 Park Cedar Drive	Pending	
AT&T/Rosita Villavicencio/Sourceone	9120 Willow Ridge Rd	Issued	PW20230124WILLOWRIDGE9120

January

2023

We jumped right into the New Year with youth basketball games at the Belle Johnston Community Center and Pineville Elementary. Children from ages 5 – 12 participated with practice during the week and games on Saturday. Our Field Trip in January took 12 participants to the PBS Studios. There, they got to watch a show being filmed, be apart of the live audience, and practice broadcasting themselves. We continue to keep The Hut and the Belle busy with fitness classes for both Seniors and Adults. Pickleball continues to thrive as we fill our 4 playing spots each week. We also offer cultural programming such as cookie decorating and paint classes.



January

2023

General Programming – Belle Johnston

Pickleball: Open Pickleball times are Mondays and Friday from 9am-12pm and Wednesdays from 1:30pm-4:30pm. 148 participants

Karate: They hold classes on Wednesdays. 50 participants

Pre School Open Gym – Wednesday morning from 9a – 12p – 61 participants

Game Day with Senior Nutrition –21 participants

Cookie Decorating– 11 participants – January 24

National Croissant Day – January 30 - 68 participants

Fitness Dance – 26 participants

Paint Class – January 17 – 6 participants

Sound Bath Meditation Class – January 19 – 6 participants

Paint Class with Seniors – January 25 – 15 participants

Field Trip – PBS Studio Tours – January 26 – 12participants

Lake Park

Bootcamp with Lia – Bootcamp meets 5:45am – 6:45am M/W/F in Lake Park. 63 participated

Tai Chi: Hold classes T/Th/Sat under the large shelter/stage. 169 participated

The Hut

Senior Fit – Senior Fit takes place at the Hut M – Thursdays. 60 participants

Yoga – 63 participants

Cardio Funk: Lem holds class on Tuesdays at 6:30pm. 41 participants

January

2023

Jack Hughes

Facility Rentals

The Hut: 2 Rentals

The BJCC Dining Room: 2 Rentals

The BJCC Gym: 0 Rentals

Large Shelter: 0 Rentals

Medium Shelter: 2 Rentals

Tot Lot at Lake Park: 0 Rentals

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

***Shelter 2 at JH:** 1 Rentals

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

Jack Hughes Special Events

No tournaments

Baseball Field Usage

On Deck used field 4 outfield in January for winter workouts.

Multipurpose Field Usage

Carolina LAX used field 3 for box lacrosse.

Park Maintenance Update

Belle Johnston/ Lake Park

Take Down Christmas decorations

Daily Park Checks

Mulched 100 yards mulch in playgrounds

Mulched 120 yards mulch in common areas

Added Pond Dye

Replaced playground ramp

Repaired ADA swing

Repaired drum in new playground

Monthly Building inspections

Put new sign up at large shelter entrance

Trimmed shrubs rear of Belle

Cleaned and lubricated basketball goals

January

2023

The Hut

Monthly building inspections
Take down Christmas decorations
Jack Hughes
Daily park check
Monthly building inspections
Equipment maintenance as needed
Put new equipment in concession stand stadium

Cemetery

Blew leaves as needed
Picked up limbs as needed

Dog Park

Remove limbs as needed
Met with fence contractor regarding small dog area
Repaired gates

Jack Hughes

Monthly building inspections
Leaf Removal as needed

Town Hall

Removed Christmas tree and stored
Added 2 dog pot stations
Picked up limbs
Trimmed trees around sidewalk and rear parking area PD
Cleaned dumpster area
Blow walkways as needed

Pineville Memorial

Picked up and repaired and refurbished sandpro drag
Used tractor to turn over infields
Changed damaged sign at entrance
Gave training to coaches on drag operation

January

2023

Social Media

Facebook

Post Reach: 6,512

Post Engagements: 2,121

New Page Likes: +36

Total Page Likes: 4,309

Total Page Followers: 4,689

Instagram

New Followers: +53

Total Followers: 1,304

Administration

Daily Park Walks by all Full-Time staff

Monthly Building Inspection by all Full Time Staff

Hut rental showings provided monthly by all staff

Weekly field trips with Summer Camp by all Full Time Staff

Weekly staff meetings with staff

Weekly Facility Rentals/ Pull all rentals for the week/Make Kiosk Signs/ Make Check in/out sheet for Park Aides/ Check Request (Refunds/Deposits) after rentals are complete

Heather & Erin went on field trip to PBS Charlotte Studio.

Matt, Erin, & Scott met with Eric Fransen from the Pineville Porcupines.

Jordan attended the Monthly Boy Scout Troop 7 Committee Meeting.

Heather cleans BJCC daily

Erin and Heather audit shelter rentals weekly

Heather updates large kiosk monthly

Erin creates and sends out new social media posts each week.

Erin/Heather order office supplies and cleaning supplies both weekly and monthly

Heather completes - Weekly Facility Rentals/ Pull all rentals for the week/Make Kiosk Signs/ Make Check in/out sheet for Park Aides/ Check Request (Refunds/Deposits) after rentals are complete

Matt/Heather do weekly Cash Register Deposits – weekly on Fridays

January

2023

All staff - answer phones – give rental info, take payments for different programs, general questions about center and programs we offer, etc.

All staff - make resident cards / Show new residents around center

Heather schedules community service workers/ show them what to do when they arrive/ Weekly- email their time sheet to the Community Service Program office

All staff - Mon. /Wed. /Fri – Check in Pickleball players/ take payment

Heather sets up, sanitize, break down, and do sign- ups for Pre-School Open Gym every Wed.

Heather/Erin/Jordan create flyers for all programs

Matthew attended the Sugarcreek Blueway mtg in Fort Mill to discuss Kayak entries along sugar creek

Matthew met with police to work on solutions for sound issues at dispatch, concerning concerts and tree lighting

Matthew and Jordan met with Sara with Caroling Scoops concerning potential partnerships

Matthew and other Sheltra Race board members met to discuss April Sheltra Race

Matthew and Scott met with Harold Duvall to discuss design at Jack D. Hughes park for Disc Golf

Heather met with Emily from the library on Jan. 31st to talk about collaborations and summer camp coming to the library

Heather shopped and organized Valentine Banquet in February, she also prepared Grab n Go's and began shopping for Easter Event

Heather set up Senior Grab n Go, and gave out 68 croissants and drinks to seniors

Jordan met with Greg Adair possible performances for Rivermist in 2023

Jordan and Matt met with Scooter Abrams Fall Fest Entertainment scheduling

Matt and Jordan attended Showfest 2023

Jordan Assisted/Coordinated the installation of Eagle Scout Project of Little Free Libraries

Jordan Spoke with multiple Food Trucks/Vendors interested in 2023 Parks and Recreation Events

Matt and Jordan spoke with Queens University Art Department regarding painting of Electrical boxes in Lake Park, Jack Hughes Park and Town Hall.



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: 2/8/2023

Re: Human Resources Monthly Report

Ryan,

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

New Hires:

Jon Beauchamp, B.L.E.T. Police Officer trainee
Samuel Gwin, B.L.E.T. Police Officer trainee
Lucknerson Jean-Pierre, B.L.E.T. Police Officer trainee
Michael Soto, B.L.E.T. Police Officer trainee
Duong "William" Tran, B.L.E.T. Police Officer trainee
Brendan Coates, Lateral Transfer Police Officer

Resignation/Termination:

Samuel Gwin, B.L.E.T. Police Officer trainee
Chelsea Fernandez, B.L.E.T. Police Officer trainee
Lucknerson Jean-Pierre, B.L.E.T. Police Officer trainee
Alaina Parks, 911 Telecommunicator
Kemuel Durr, Reserves Officer

Retirements:

None

Transfers:

None

Promotions:

Logan Hulst, BLET Police Officer Trainee to sworn Police Officer
Kristi Beers, Billing & Collections Coordinator (PCS)
James Daley, Equipment Operator (Public Works)

Current Openings:

Police Officer, one certified officer in conditional offer/background, 3 more B.L.E.T. to be sponsored, 4 certified Police Officers
PCS Telecommunications, Systems Technician Apprentice, accepting applications

PCS CSR fulltime, candidate selected in background check, Danna Harb
PCS CSR part-time, interviewing

Departmental Update:

Humans Resources Newsletter:

Improving communication is a goal, and to that end we issued our third Employee Newsletter from Human Resources that was distributed via email and paper. For this newsletter we went bigger, containing now 4 pages worth of information. This was a Winter theme edition that included Black History Month and Women's History Month fun facts, Employee Recognition sections for promotions/achievements/life moments/new hires. Announcements included LEARN online safety training reminder, the upcoming workplace romance & harassment training teaser, and mid-year performance check ins. Each publication also includes reminders of some of the resources and benefits available to employees. The next quarterly newsletter will be published in April, the Spring edition.

Safety Highlights:

The annual online safety training launched in December. All employees will complete the courses assigned to them by the end of February. These are either required or recommended by OSHA and our safety consultant to be taken once a year. Live trainings for Public Works and Parks & Rec crews are also taking place this Spring, along with First Aid/CPR/AED as usual. Completing these, and keeping safety forefront in our minds, are factors that contribute to our excellent safety record year after year.

Other upcoming training:

In the coming month all staff will receive training, both live and online, on our polices for handling Workplace Romance and Anti-Harassment training.

Projects in progress:

Human Resources has been researching, and creating plans for increasing Employee Recognition, Employee Appreciation events, and Wellness programs. This will be informed by a newly formed employee resource group (think tank) of members from different departments. Work has also begun on updating the entire employee Handbook.

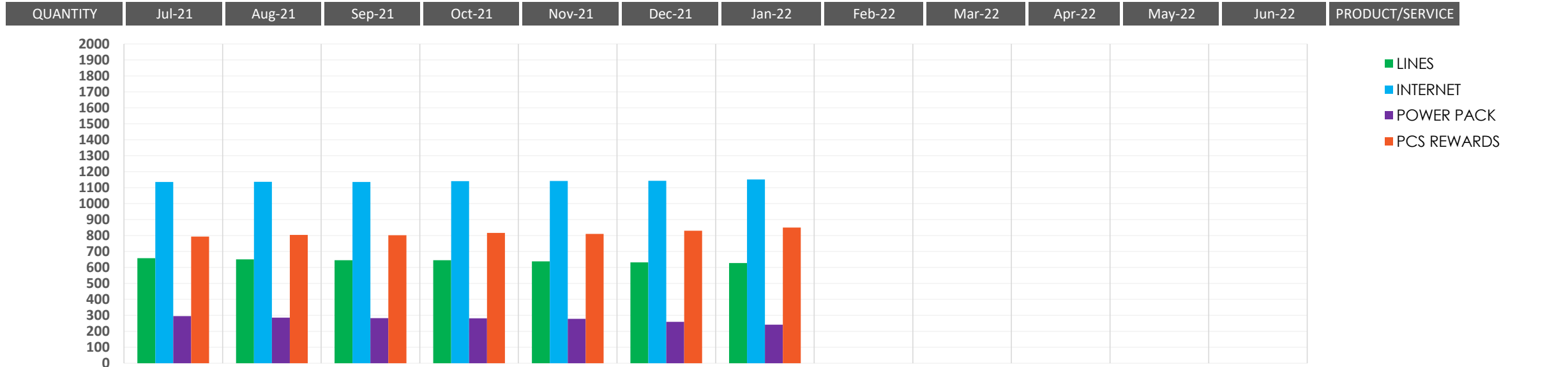
Mid-year performance reviews:

All managers and supervisors are currently evaluating and discussing with each staff member their performance to date mid-year, as well as their progress toward their goals.

Improvements:

We continue to move forms and processes to less paper-based to more digital and online accessible forms and information. We are launching a single Public HR Drive where both supervisors and employees will go to get the tools and information that they need to interact with human resources and payroll, and to get answers to FAQs. Forms that require multiple signatures are now using digital signatures for a much faster process.

Lines, Internet, Power Pack and PCS Rewards FISCAL YEAR FY 23 (JULY 1, 2022 THRU JUNE 30, 2023)



PRODUCT	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total For FY22	Trend
LINES	658	651	645	645	638	632	628						-34	
INTERNET	1,135	1,137	1,135	1,141	1,142	1,143	1,151						114	
POWER PACK	295	286	283	282	278	259	242						-88	
PCS REWARDS	793	804	802	817	810	830	850						189	

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

PINEVILLE COMMUNICATION SYSTEMS

INTERNET RESULTS FOR MONTH ENDING 01-31-2023



REVENUE AREA	TOTAL FOR MONTH ENDING 12-31-2022	INSTALLS SOLD IN & COMPLETED IN DEC.	DISCONNECTS TAKEN & EXECUTED IN DEC.	TOTAL INTERNET FOR MONTH ENDING 12-31-2022	INSTALLS SOLD AND COMPLETED IN JAN.	DISCONNECTS TAKEN AND EXECUTED IN JAN.	MONTH ENDING 01-31-2023	SOLD IN JAN. ON SCHEDULE FOR INSTALLATION IN FEB.	TOTAL INTERNET FOR MONTH ENDING 01-31-2023
ILEC	510	4	3	511	5	3	513	0	513
CLEC	631	7	3	635	6	3	638	0	638
TOTAL	1141	11	6	1146	11	6	1151	0	1151

****8-DISC 8-Moving out of area, 0-DISC to go to competitor, 0-DISC non pay,0 -Removing Service****

REVENUE AREA	PENDING INSTALLS ON SCHEDULE SOLD IN JAN. INSTALLING IN FEB.	SOLD WAITING FOR SIGNED CONTRACT SO THEY CAN BE SCHEDULED	UPGRADES IN SPEED COMPLETED IN DEC. WILL INCREASE REV	UPGRADES SOLD AFTER BILLING WILL INCREASE REV FEB.	EXISTING COPPER CUSTOMER CONVERTING TO FIBER ON SCHEDULE FOR JAN. OR COMPLETED IN FEB	PENDING DISCONNECTS ON SCHEDULE FOR JAN/FEB
ILEC	0	0	0	0	5	0
CLEC	0	0	0	0	0	0
TOTAL	0	0	0	0	5	0

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

**** THESE CUSTOMERS SOLD IN DEC. BUT INSTALLATION SCHEDULED FOR FEB. ****

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

**** EXISTING COPPER CUSTOMERS CONVERTING TO FIBER IN JAN OR COMPLETED IN FEB. ****

100M TO 1 GIG SPEED OFFERING TAKE RATE TO DATE

INTERNET RESULTS FOR MONTH ENDING 01-31-2023	Dec. 2022	JAN. 2023	SERVICE AREA	RES OR BUS	SPEED	NET GROWTH/LOSS FROM PREVIOUS MONTH
1151	192	196	CLEC	RES	100M	
	65	65	CLEC	RES	200M	
	25	26	CLEC	RES	400M	
	205	206	CLEC	RES	1GIG	
	1	1	CLEC	BUS	100M	
	6	6	CLEC	BUS	GIG	
	25	25	ILEC	BUS	100M	
	6	6	ILEC	BUS	200M	
	7	7	ILEC	BUS	400M	
	20	21	ILEC	BUS	1 GIG	
	135	137	ILEC	RES	1 GIG	
	135	142	ILEC	RES	100M	
	22	22	ILEC	RES	200M	
	9	9	ILEC	RES	400M	
	853	869				
0.754995656						

75% of our Internet subscribers now subscriber to 100M or higher (decrease by from previous month)



PCS REWARDS MONTH ENDING 01-31-2023

NET INCREASE OF POWER PACK DISCOUNTS 20
NET DECREASE OF PCS REWARDS DISCOUNTS -17

PCS REWARDS	Count as of 12-31-2022	Count as of 01-31-2023	Gain/Loss
RES	830	850	20
SUB TOTAL	830	850	20
POWERPACK DISCOUNT	Count as of 12-31-2022	Count as of 01-31-2023	Gain/Loss
RES	259	242	-17
SUB TOTAL	259	242	-17
TOTAL CUSTOMERS RECEIVING REWARDS	1089	1092	3

Department Update



To: Town Council

From: Travis Morgan

Date: 2/14/2023

Re: Town Planning Updates

PLANNING:

9540 Rodney: Possible new warehouse and sidewalk improvements in for review.

13160 Dorman: Patio townhomes moving forward again

Miller Farm: Initial grading plan approved.

CODE ENFORCEMENT:

<p>High Weeds and Grass:</p>	<p>Dumpster:</p> <p>Community Appearance/Junk Vehicle: 100 S Polk St</p> <p>Signs: Lowe's</p> <p>Parking on Sidewalk: Stratfield Atwell Glen Stockdale Graceview Green Birch</p>	<p>Parking on the lawn:</p> <p>Commercial vehicles:</p> <p>Temp Permit: 200 S Polk</p>
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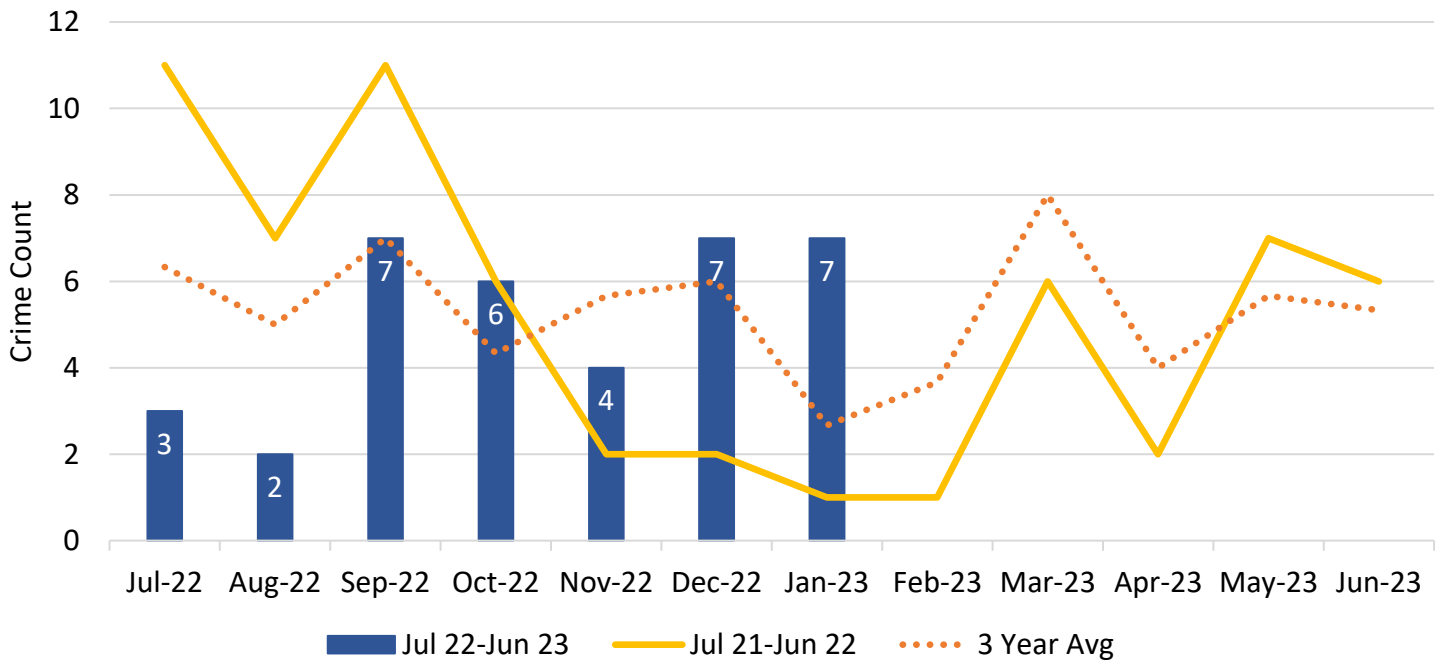
PINEVILLE POLICE DEPARTMENT

MONTHLY REPORT January 2023

Crime Goals

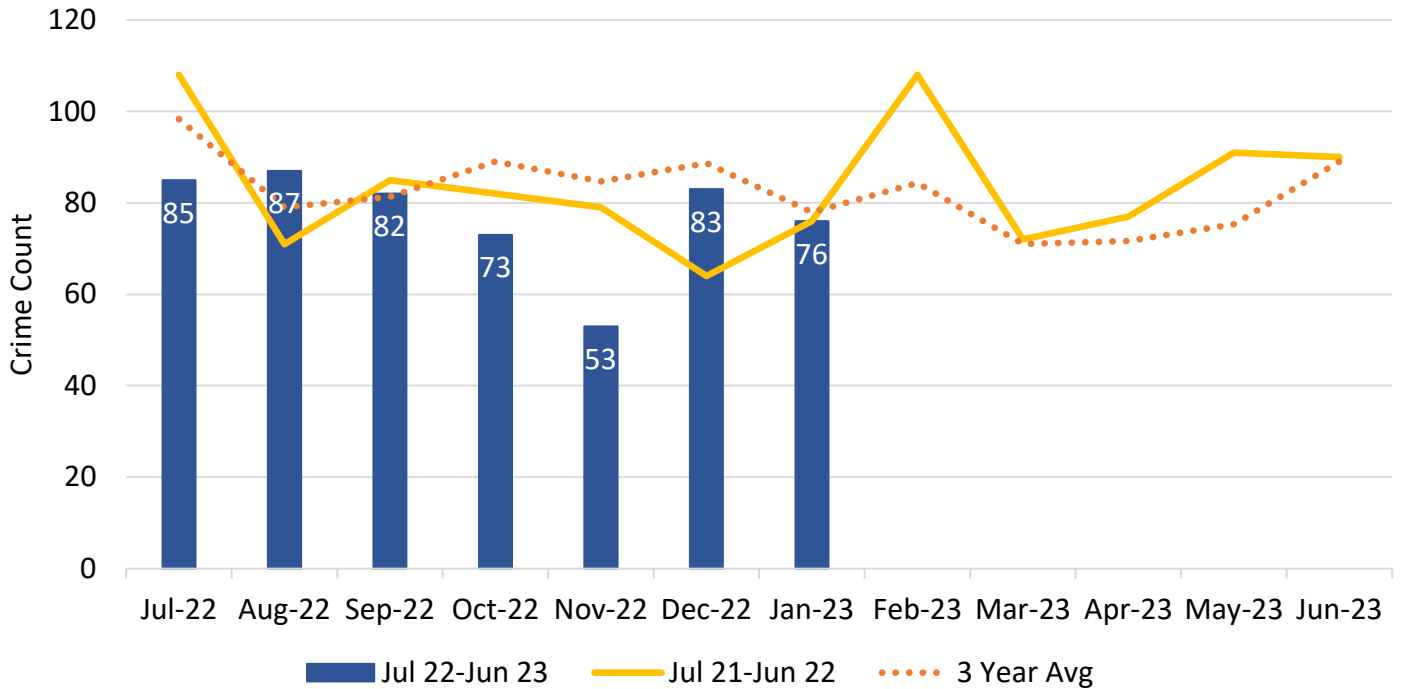
Below is the evaluation of the department’s crime goals. Goals are measured for 12 months based on the fiscal year. For the year of July 2022 – June 2023, the goals are to reduce violent crime by 5% and reduce property crime by 7%.

Part 1 Offenses: Violent Crime



Goal: -5%
 Baseline Jul 21 – Jun 22: 62
 Target Jul 22 – Jun 23: 58
 Jul 22 – Jan 23: 36
 Comparison to Jul 21 – Jan 22: -10.0%
 Comparison to Jul – Jan 3 Year Avg: **-2.70%**

Part 1 Offenses:
Property Crime



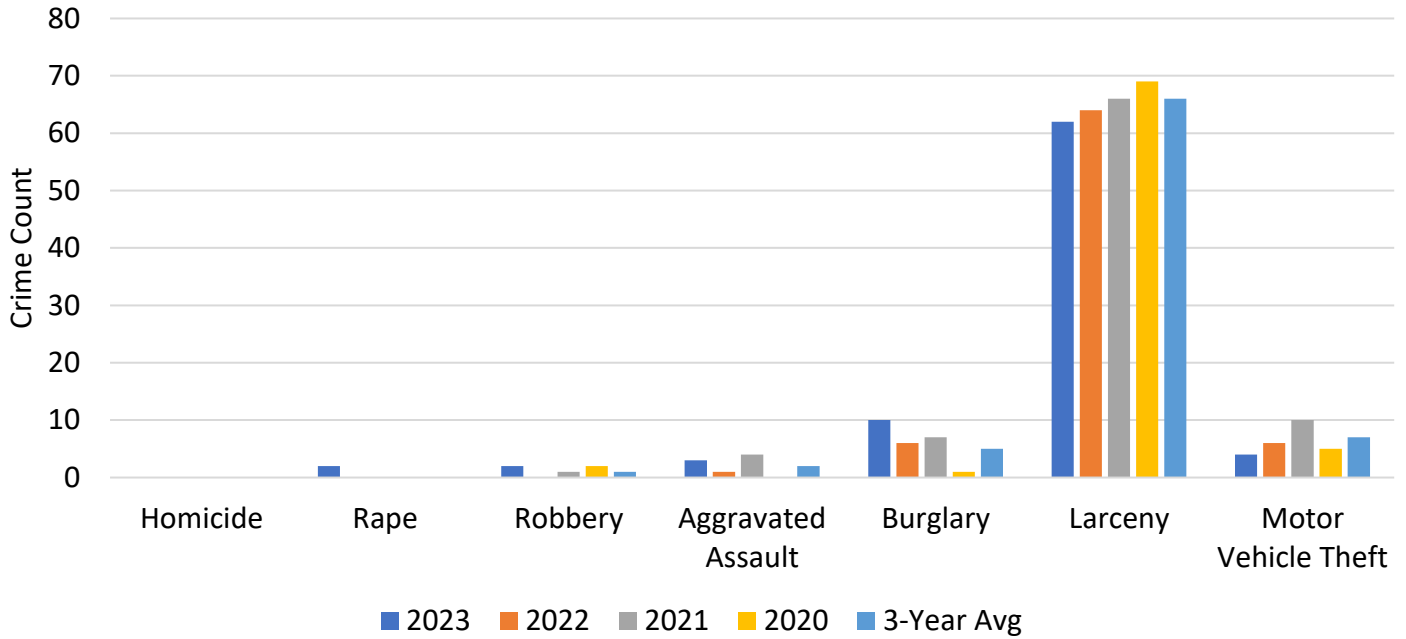
Goal: -7%
 Baseline Jul 21 – Jun 22: 1,003
 Target Jul 22 – Jun 23: 932
 Jul 22 – Jan 23: 539
 Comparison to Jul 21 – Jan 22: -4.60%
 Comparison to Jul – Jan 3 Year Avg: **-10.02%**

Monthly Crime Statistics

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

January Crime Statistics					
Part 1 Offenses					
	2023	2022	2021	2020	3-year average (2020-2022)
Homicide	0	0	0	0	0
Rape	2	0	0	0	0
Robbery	2	0	1	2	1
Aggravated Assault	3	1	4	0	2
Burglary	10	6	7	1	5
Larceny	62	64	66	69	66
Motor Vehicle Theft	4	6	10	5	7

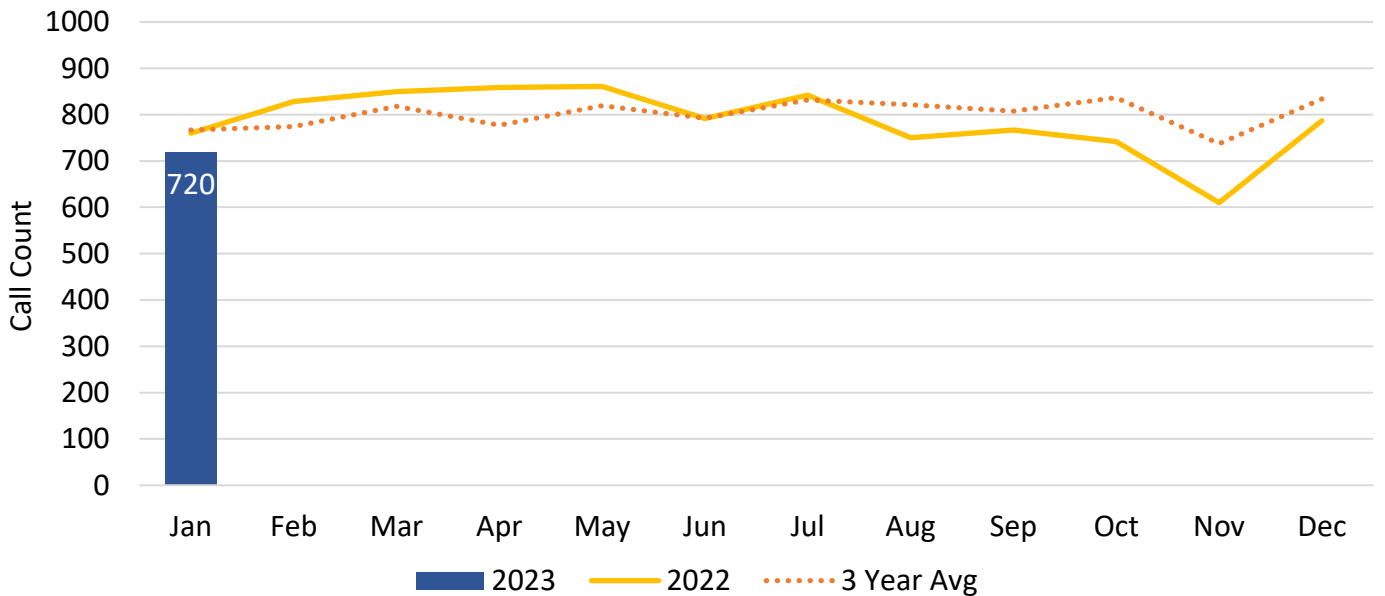
January Part 1 Offenses



Calls for Service

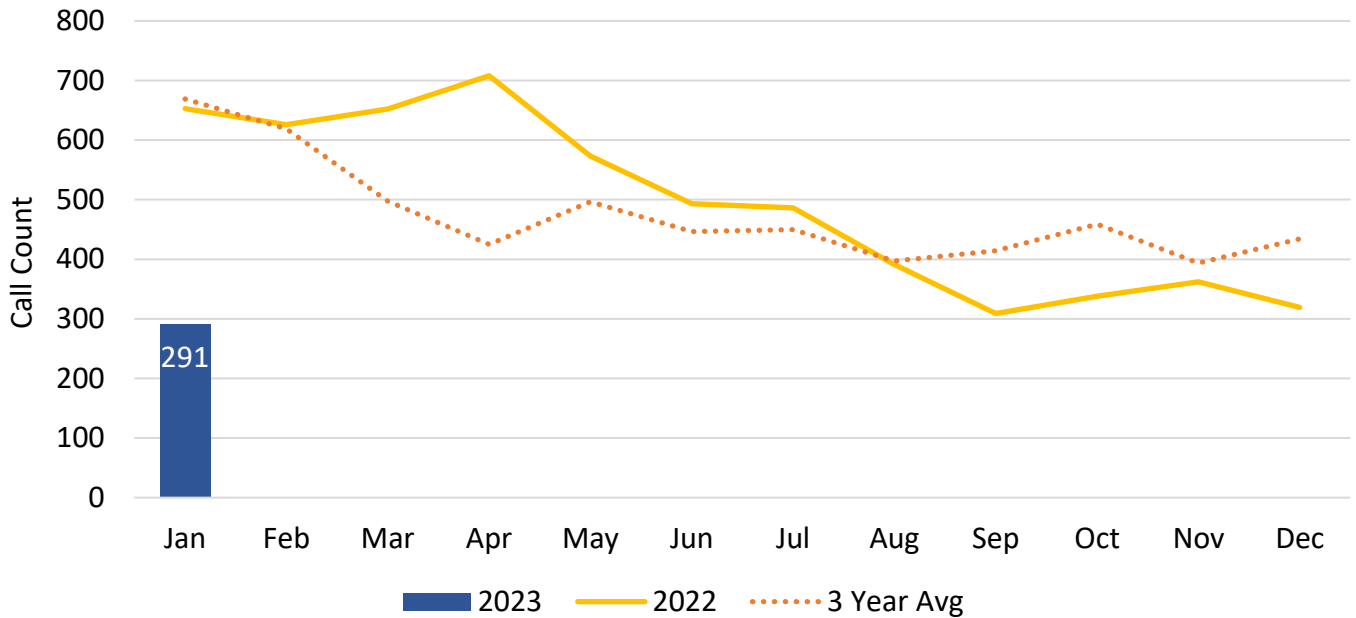
The graphs below display the number of calls for service in comparison to previous months and the previous 2 years. The first graph is citizen-generated calls. The second graph is officer-generated calls (zone checks and foot patrols excluded).

Citizen-Generated Calls for Service



*'how received' left blank not included

Officer-Generated Calls for Service



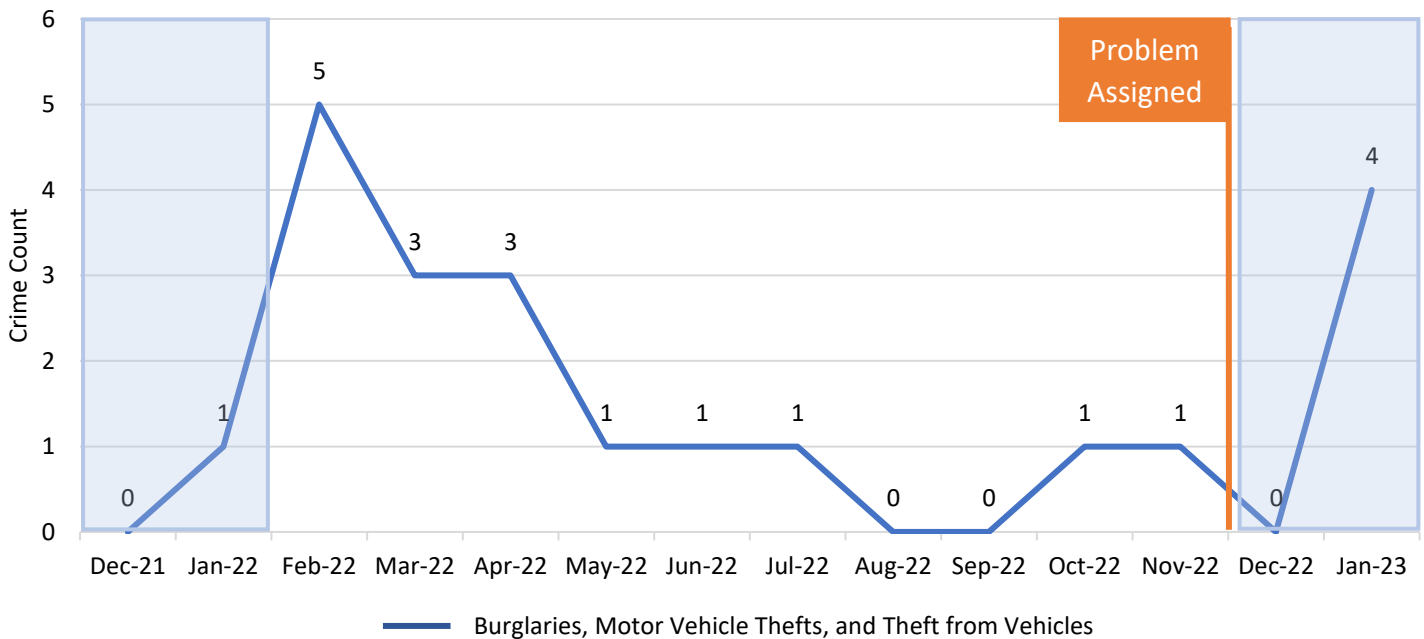
*zone checks and foot patrols removed; 'how received' left blank not included

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.

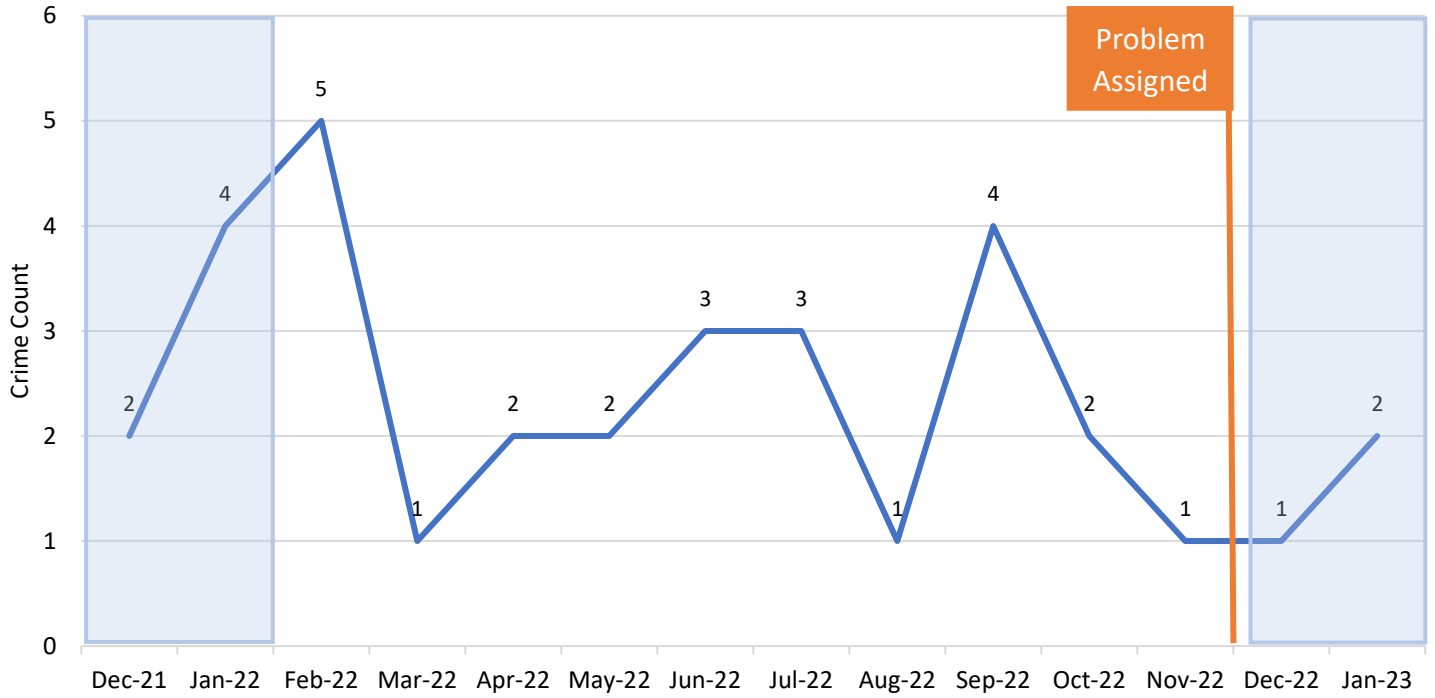
1. Sabal Point Apartments

% Change: **300%**



* data pulled from RMS by locations containing "sabal"; offense code equal to 220, 240, or 23F; unfounded removed

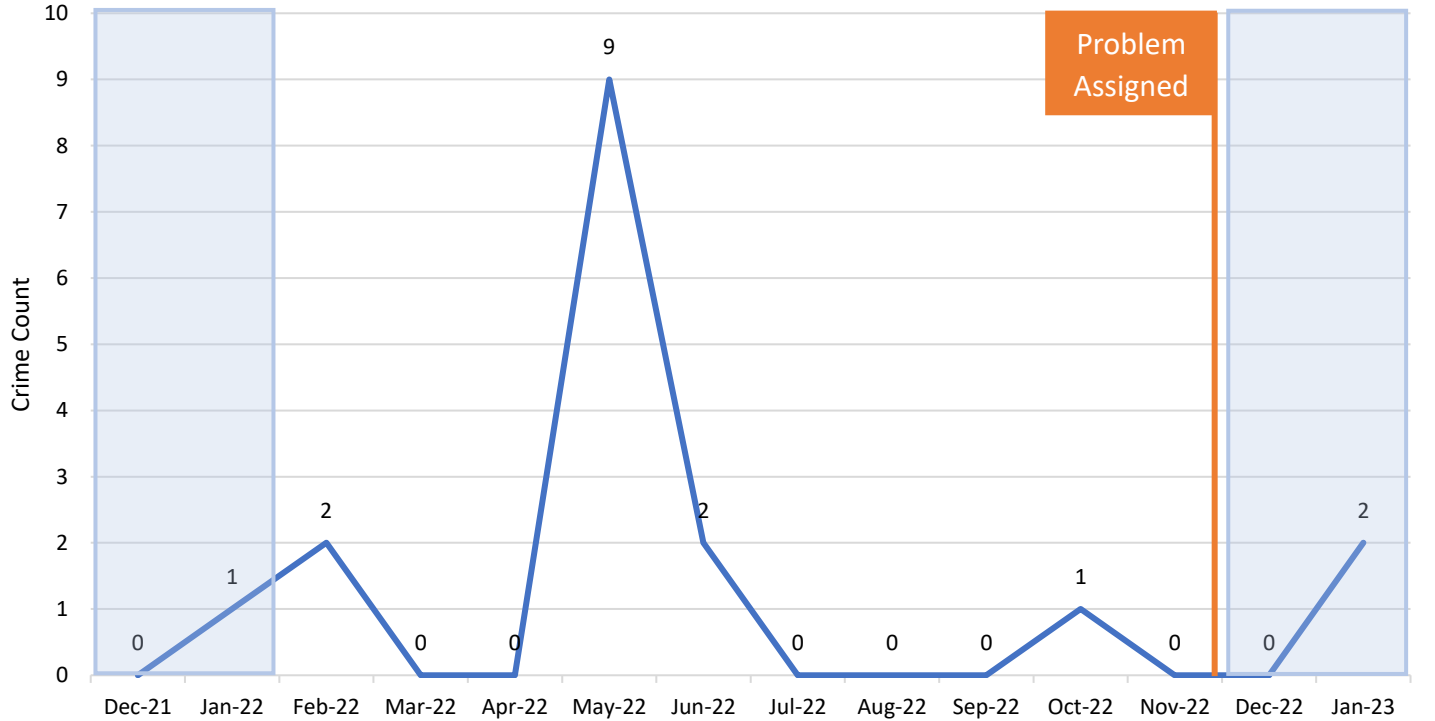
% Change: -50%



2. Willow Ridge Apartments

— Verbal Domestic

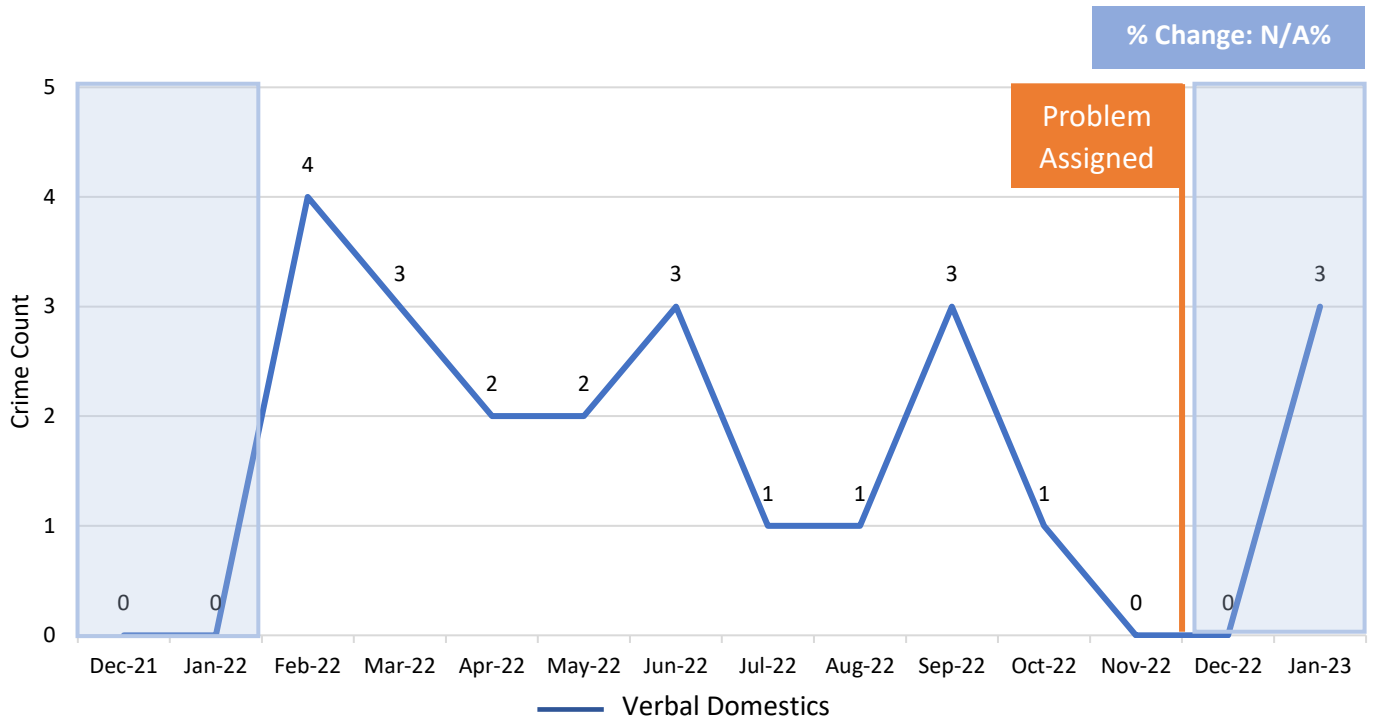
% Change: 100%



— Burglaries, Motor Vehicle Thefts, and Theft from Vehicles

*top chart disclaimer: data pulled from RMS by locations containing "sabal"; offense description containing "domestic"; unfounded removed

*bottom chart disclaimer: data pulled from RMS by locations containing "willow"; addresses not in Willow Ridge removed; offense code equal to 220, 240, or 23F; unfounded removed



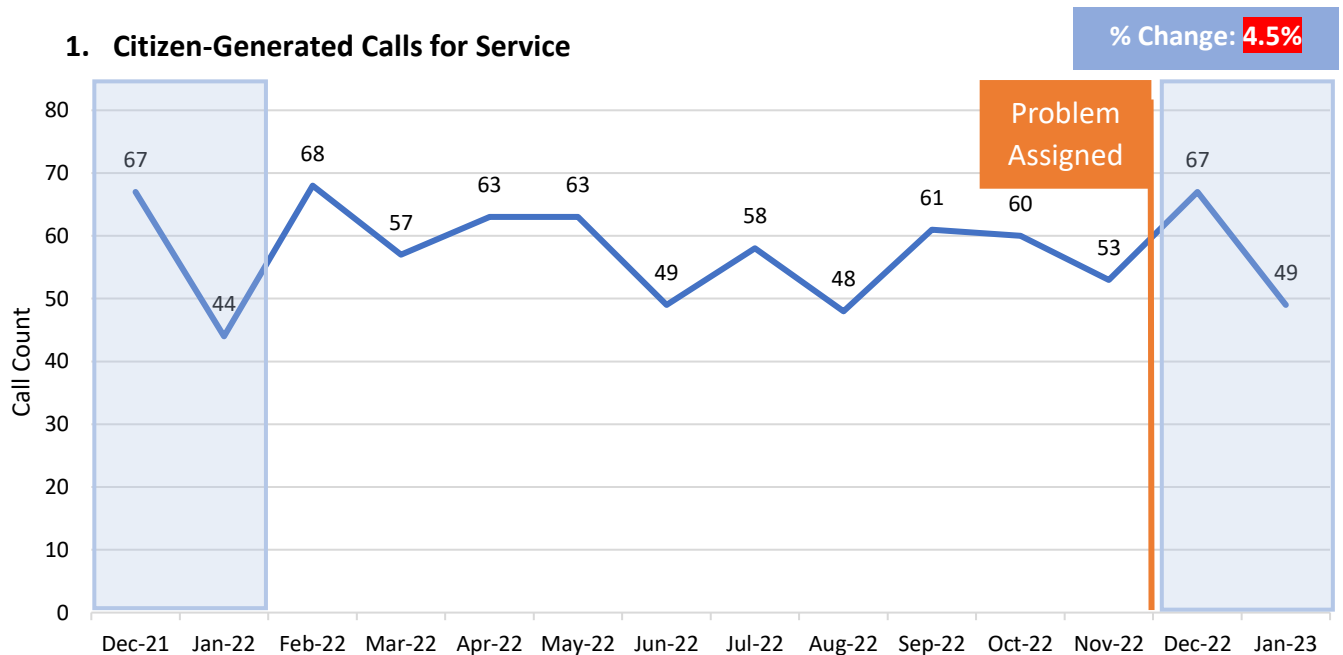
*data pulled from RMS by locations containing "willow"; addresses not in Willow Ridge removed; offense description containing "domestic"; unfounded removed

Problem Area

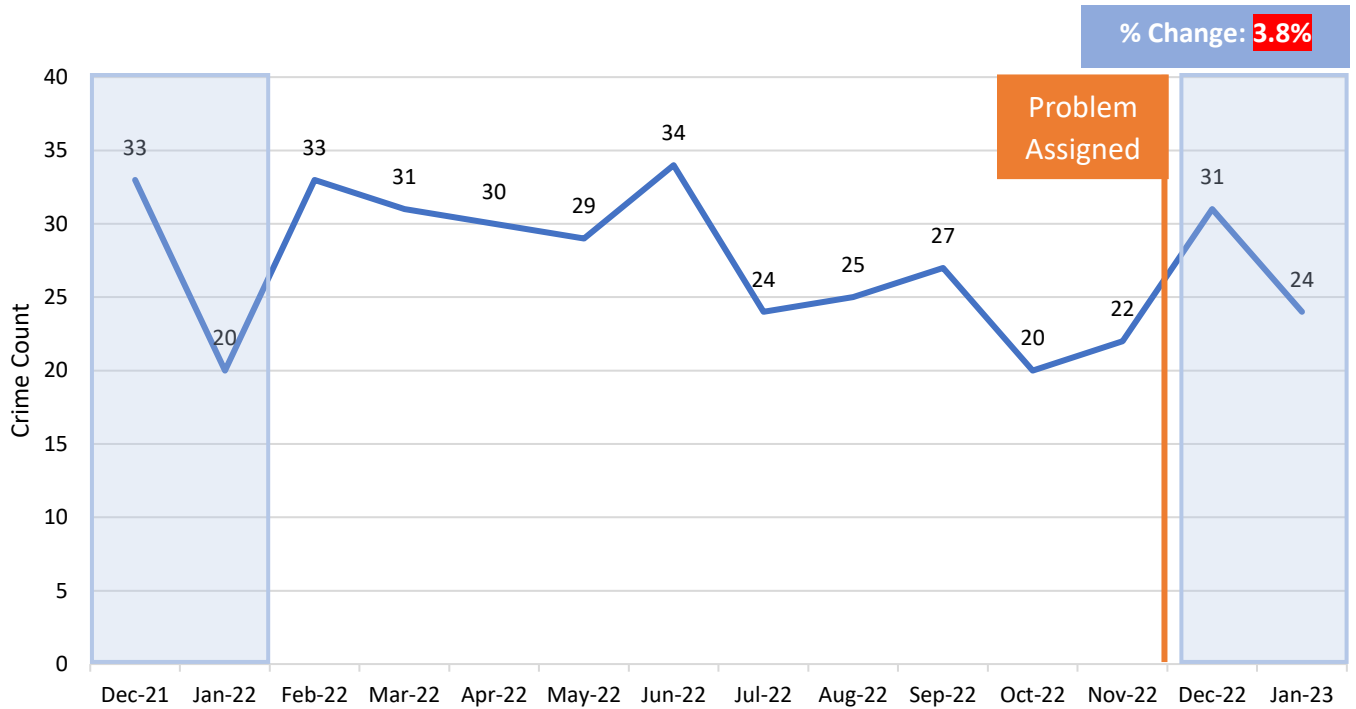
The problem area is Carolina Place Mall. It was identified using 12 months of calls for service and crime data, showing a consistent crime problem. Each month, the evaluation is based off the crime and disorder the assignee was tasked to handle. Since a problem area has more crime and disorder than a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

Carolina Place Mall

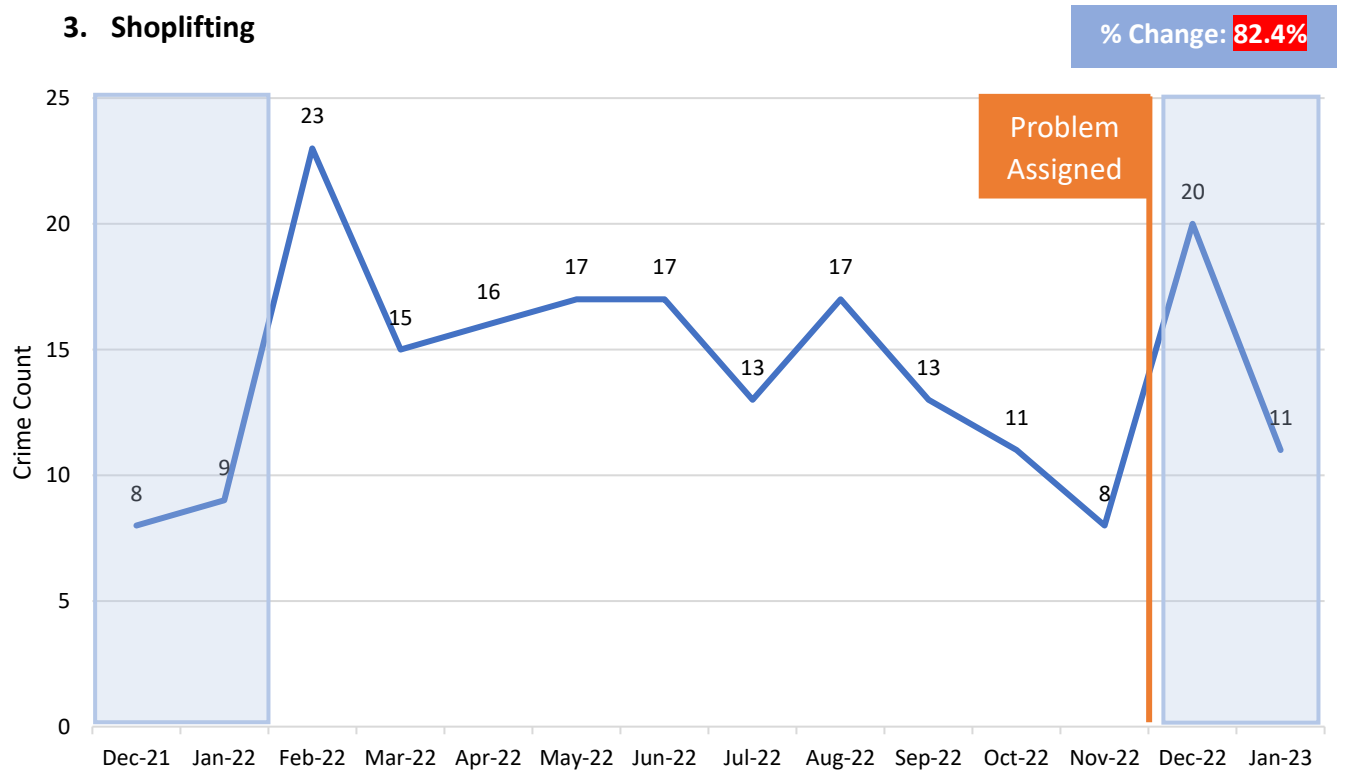
1. Citizen-Generated Calls for Service



2. Group A Offenses: NIBRS Group A offenses are the more serious crimes such as Murder, Rape, Robbery, etc. There are 71 Group A Offenses. Group B offenses tend to be minor in nature, such as curfew/loitering/vagrancy violations, disorderly conduct, driving under the influence, etc.



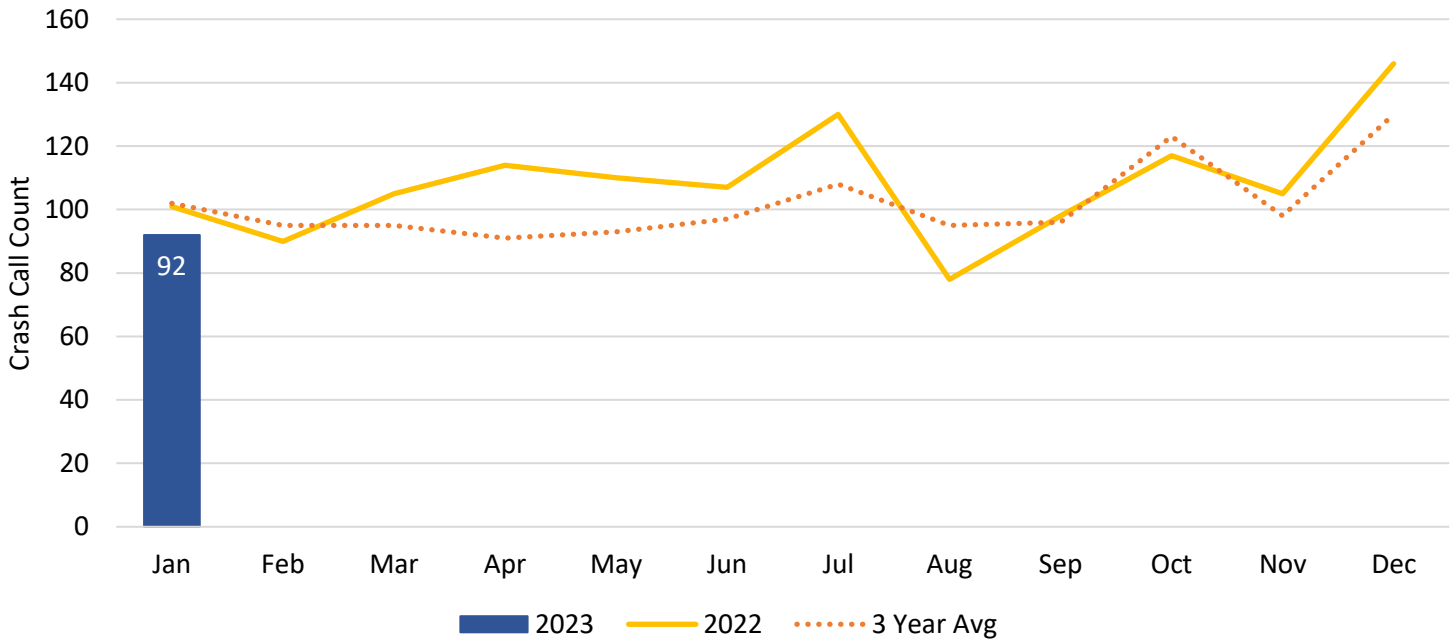
3. Shoplifting



*Chart 2 disclaimer: 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
 *Chart 3 disclaimer: data pulled from RMS by locations containing "11001, 11009, 11017, 11033, 11025, 11041, 11049, 11055, 11059, 11067"; offense code equal to 23C; unfounded removed

Traffic Crash Data

Calls for Traffic Crashes



*Counts are all traffic accident and hit and run calls with a disposition of report taken or rendered assistance MI

January Community Engagement

- CIT meeting
- Online town training
- Online Taser training
- Budget meeting
- Meeting with Principal French
- Stratified meetings
- Working on recruitment materials to include flyers and brochures for recruitment
- Recruitment event at CPCC North
- Interview with WCNC in reference CDCP
- Meeting with Tina Johnson for mall events
- Two-day class in Gastonia for recruitment
- Chamber of Commerce monthly meeting
- Grand opening event for Kickboxing gym with the Chamber of Commerce
- Monthly safety meeting and OSHA inspection of the PD
- Meet with Apartment Managers weekly
- Weekly mentorship with student
- Meeting with Tina Johnson from the mall for future events

Weekly meetings with Chief on progress for projects. Daily duties of school traffic and sitting in with students at lunchtime. Manage Twitter, Instagram and Facebook apps for the PD

January Traffic Enforcement

Traffic Enforcement Type and Dispositions

Enforcement	Count
10-61 Traffic Stop	117
10-31 Project Police Presence	8
Citation Issued	53
Warning	46
Report Taken	11

*officer-generated traffic stops and project police presence; unfounded removed

Locations of Traffic Enforcement

Street Name	Count
PINEVILLE-MATTHEWS RD	33
MAIN ST	27
POLK ST	12
PARK RD	12
CAROLINA PLACE PKY	7
TOWNE CENTRE BLVD	4
SABAL POINT DR	3
WILLOW RIDGE RD	2
I-485 INNER HWY	2
SOUTH BLVD	2
BLUE HERON / 51	2
I-485 OUTER HWY	2
LEE ST	2
KILTERNAN RD	1
CASTLE POND CT	1
ROCK HILL-PINEVILLE RD	1
COLLEGE ST	1
CHURCH ST	1
LOWRY ST	1
DOWNS RD	1
CONE AVE	1
HABERSHAM POINT CIR	1
MCCULLOUGH CLUB DR	1
SUPER SAWED	1
CULP RD / WESTINGHOUSE BLVD	1
KETTERING DR	1
PINEVILLE RD	1
DOVER ST	1
Grand Total	125

*based on location of stop in CAD

February

2023



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13 RYAN'S BIRTHDAY	14 COUNCIL MTG 6:30 PM	15	16	17	18
19	20	21	22	23	24	25
26 LISA'S BIRTHDAY	27 WORK SESSION 6:00 PM	28				

March

2023



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11 Turn Clocks Ahead
12	13	14 6:30 Council Meeting	15	16	17	18
19	20 Spring Begins	21	22	23	24 Pineville Business Expo 1 – 5pm	25 Easter Egg Hunt 10:30 - noon
26	27 6:00 Work Session	28 Staff Retreat	29 Staff Retreat	30 Catawba Nuclear Visit	31	