



**TOWN COUNCIL**  
**TOWN HALL COUNCIL CHAMBERS**  
**TUESDAY, AUGUST 08, 2023 AT 6:30 PM**

[HTTPS://US02WEB.ZOOM.US/J/86541406016](https://us02web.zoom.us/j/86541406016)

## **AGENDA**

### **CALL TO ORDER**

- Pledge Allegiance to the Flag (CM)**
- Moment of Silence**

### **APPROVAL OF THE MINUTES**

- [1.](#) Approval of Town Council Minutes of July 11, 2023 and Work Session Minutes of July 24, 2023.

### **CONSENT AGENDA**

- [2.](#) Finance Report (*Chris Tucker*)
- [3.](#) Resolution 2023-09 Declaring Surplus Items For Sale (*Lisa Snyder*)
- [4.](#) Resolution 2023-10 for the Pineville Porcupines Championship (*Ryan Spitzer*)

### **ADOPTION OF AGENDA**

### **AWARDS AND RECOGNITION**

- [5.](#) Proclamation for the Pineville Porcupines (*Mayor Edwards*)

### **PUBLIC COMMENT**

### **PUBLIC HEARING**

- [6.](#) Public Hearing on Coventry Rezoning (*Travis Morgan*)

### **OLD BUSINESS**

- [7.](#) Update on 150th Anniversary Planning Committee (*Lisa Snyder*)

## **NEW BUSINESS**

- [8.](#) Budget Amendment 2024- 01 (*Chris Tucker*) - ***ACTION ITEM***
- [9.](#) Underground and Directional Boring Service Contract (*David Lucore*) – ***ACTION ITEM***
- [10.](#) Coventry Rezoning (*Travis Morgan*) -***ACTION ITEM***
- [11.](#) Appointment of Tax Collector (*Ryan Spitzer*) - ***ACTION ITEM***
- [12.](#) Resolution 2023-11 to Reimburse for Expenditures for the Utility Building & Yard (*Ryan Spitzer*) - ***ACTION ITEM***
- [13.](#) Resolution 2023-12 to Reimburse for Expenditures for the Fire Department (*Ryan Spitzer*) - ***ACTION ITEM***

## **MANAGER'S REPORT**

### **MONTHLY STAFF REPORTS**

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

### **CALENDARS FOR COUNCIL**

- [15.](#) September Calendar

### **CLOSED SESSION - *none***

### **ADJOURN**

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



**MEETING OF THE TOWN COUNCIL  
TOWN HALL COUNCIL CHAMBERS  
TUESDAY, JULY 11, 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: Les Gladden, Chris McDonough  
 Town Manager: Ryan Spitzer  
 Town Clerk: Lisa Snyder  
 Planning & Zoning Director: Travis Morgan

Absent: Council Member Amelia Stinson-Wesley

### PLEDGE ALLEGIANCE TO THE FLAG

Council Member Les Gladden led everyone in the Pledge of Allegiance.

### MOMENT OF SILENCE

Mayor Jack Edwards asked for a moment of silence for our first responders, firemen, police officers, our military and the family that lost someone today from the accident on I-485, apparently was hit by a truck, and we had someone who was injured earlier today. Please pray for their families and loved ones.

### ADOPTION OF AGENDA

Council Member Les Gladden proposed that the Public Comment section be moved and put after item #10. He said that this downtown development never did go through procedures, nobody ever filed an application for buildings 1, 2, or 3. With that said, the procedures, such as public hearing, were also skipped. It never happened. He thinks that the general public needs to be given a chance to speak about it. If it would have went through the normal process, the fact that our ordinance says only four stories is as far as you can go, would have come up. The public needs to have a chance to give their feedback on it. Typically, the builder completes the application and as far as he knows, LIV never filled out an application to bring this to us to be discussed. We have rules set down that have not been applied to this particular project. Due process did not take place on either one of them. They never asked Travis to do a traffic count and multiple other things that never were tended to, and he does not know how this all got skipped.

Town Manager Spitzer advised council that they can move Public Comment if they wish, or they can do it twice. Mayor Pro Tem asked the attorney about what Council Member Gladden said. Attorney Katie Barr commented that she did not look into the due process part of this, however, immediately she did not see a problem with the procedures as far as public comment is concerned, but she would have to do more research. She added that this particular project falls under economic

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 505 Main Street  
 Pineville, North Carolina 28134  
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development. It does not fall under the same procedure and has the added layer of a purchase agreement. There are several different statutes that purchases can fall under.

Council Member Gladden agreed that it's under economic development but still has to go through the process, so they aren't running wild with their process. It wasn't followed this time for some reason. Attorney Barr disagreed with Council Member Gladden. It doesn't fall under the same procedure, necessarily, if someone wanted to buy a piece of property to put a residence on, that they bought from the Town. This has the added layer of having a purchase agreement on top of it that has terms within the purchase agreement and whether or not those were fallen to the letter, we can talk about another time. It certainly has come in front of council, conditionally approved, and is in front of council tonight because of the parking requirements and ratio. It really is up to Council to make their own determination on what they want to do from here.

Council Member Gladden reiterated that in the economic development area, it gives us the leeway, but we also need to be able to hear everybody's thoughts on it. The public has not been given that opportunity. Economic development has nothing to do with that. It says that we have the right to do special things in special areas. It does not say you shouldn't go through the process to make sure things are done correctly. That's his problem. There's a lot of questions about why that due process was not done. We had a very similar project come in as closer to the downtown merchants, and it went out the door quickly. We are treating people differently like we are right now. We need to be careful about that. It sets a precedent as it opens up a door for a lot of people to walk through. You can't tell them no when you told him yes.

Mayor Pro Tem Ed Samaha made a motion to accept the agenda and comments as presented, with a second made by Council Member Chris McDonough. All ayes. **(Approved 3-0)**.

**APPROVAL OF MINUTES**

The Minutes of the Town Budget Meetings #1, 2, 3, 4, 5 and 6, the minutes of Town Council Meeting June 13, 2023, and the minutes of the Work Session of June 26, 2023 were presented for approval. Mayor Pro Tem Samaha noted that the year was incorrect in Budget Meetings 1 through 4. Because he had advised the Town Clerk prior to the July 11<sup>th</sup> meeting of those errors, the Town Clerk had made the corrections on the original copies. Council Member Gladden moved to approve the minutes with those corrections noted, followed by a second made by Council Member Chris McDonough. All Ayes. **(Approved 3-0)**

**AWARDS & RECOGNITION**

Mayor Edwards welcomed our newest Police Officer Michael Soto. His family attended his swearing in ceremony and photos were taken to celebrate him as becoming a new police officer for the Town of Pineville. Chief Hudgins announced that hiring in law enforcement is a big challenge right now. It's not guaranteed that they will make it through the academy. Five people did not make it and Officer Soto made it. We are really proud of him and all his efforts. He thanked council for nice bonuses to give our officers and really good pay raises and make it competitive. What we couldn't do this time last year, we can do now.

**BOARD REPORTS & PUBLIC COMMENT**

**Pineville Library, Garrette Smith, Branch Manager.** Garrette Smith gave a presentation and update to council on the library since they moved to Pineville. The community has responded positively to our presence here in Pineville. Young children and their families truly enjoy coming to the library. She gave a shout out to Matt Jakubowski, Heather Creech, Erin, and Jordan, of the Parks and Recreation Department for their collaboration with the library. There has been a steady increase in Teen programs. Crafting, book clubs and tech programs are the most popular with the adults. They have offered 377 programs, with an average of 55 programs per month. Since their opening on December 9, 2022, 62,000 items have been checked out and circulated. She summarized with the following quote: "The more you read, the more you will know. The more that you know, the more places you'll go." – Dr. Seuss.

**Eric Fransen, Pineville resident.** Mr. Fransen attended to support the downtown development. This is the perfect thing to add to continue to grow. We know, we are not growing, we're dying. He asked council to please vote yes so we can continue to go forward and continue to make wonderful what it was and still is.

**Melissa Davis, Pineville resident.** Mrs. Davis asked questions that have been circulating to the Police Chief regarding the ETJ, which he already addressed several. Does each shift currently have three on patrol and also a sergeant and a lieutenant. Does the department currently utilize zones. If so, how many zones do we currently have including the new area. It seems response will have to increase until the positions are filled. Once again, the Town was asked to accommodate a developer. We're moving our Fire Department and Post Office to less than ideal locations and for what. The moves will affect the entire town. A council member provided an update with incorrect information on a private social media page. Questions were asked and never answered. Keep in mind who you are elected to represent. The majority of feedback has been adamantly opposed to this project. For the record, she stated that she did not vote for the project. The PSA has changed six times or more since I was on council.

**Laura Stout, Pineville resident.** Ms. Stout has lived in Pineville her entire life and has lived in a mill house. She recently visited a town in Ohio, similar to the Town of Pineville, and noticed that they had small plaques on their downtown buildings stating what the building originally was. She thought this would be a good thing for Pineville to do in regard to our 150<sup>th</sup> anniversary.

**Staci McBride, Pineville Neighbors Place (PNP).** Ms. McBride stated that she recently completed 90 days with PNP, and things are going well. PNP finished their four-week budget class in May, and they had their highest level of completions to date. They will continue to offer these classes to help our neighbors develop budgets and plan for a better future. She added that is amazing how many people they reach in the community. Their volunteers have been busy! They have prepared over 4,000 of the red mesh bags needed for the annual potato drop scheduled for October 14<sup>th</sup>. They are planning to fill 1,000 backpacks for students at both Pineville Elementary schools for the start of the school year.

**David Phillips, Pineville resident.** Mr. Phillips stated that he has lived in Pineville since he was six years old and is now in his sixties. The big issue with the residents of the Town is the lack of transparency and the mindset of council. He believes there is nothing in the economic development plan where there is any requirement to make any type of concessions to a developer. He appreciates the work they do but in this particular process, nothing has been done right. One of the key things in the code of ethics is transparency.

**Camille Roberts, Habitat for Humanity.** Ms. Roberts is the Pineville Storage Manager for Habitat for Humanity. They are located near Carolina Place and have been there since 2017. She loves her job. One of the misconceptions of their organization is that they give away homes and they do not give them away. It makes home ownership affordable. Their restores are their largest single donor each year. A lot of the items are donated, and they are really particular about what they accept. The items sold at their store are discounted. Their goal for 2023 is to build 72 homes in Pineville.

**CONSENT AGENDA**

- (#6) Resolution 2023-08 for updating Charlotte Regional Transportation Organization Voting Structure
- (#7) Resolution 2023-07 for Surplus items
- (#8) Proclamation for Parks and Recreation Month
- (#9) Proclamation for the Town of Pineville's 150<sup>th</sup> Anniversary

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Council Member Gladden moved to accept the Consent Agenda as presented followed by a second made by Council Member McDonough. All ayes. (**Approved 3-0**)

## OLD BUSINESS

**LIV Development.** The proposed developers said that they cannot make the 2.35 spaces work; they typically have 1.6; they want to have the parking count right and hear the council's concerns. They have tried to reduce the original footprint and density but lose efficiency and quality with that. They pride themselves with building a quality product. They are offering some concessions, which include paving the lot on Main Street, they've added 1,200 feet of commercial in building 2, paving the parking lot across College Street, which will increase the parking by 105 additional spaces. They feel this will be good for the businesses downtown.

Council Member McDonough asked them what their total investment is, to which they replied, \$75 million dollars. Council Member Gladden asked if they had submitted their application, and to whom they submitted it to. They replied that they emailed Travis Morgan. Council Member Gladden replied that it was worthless since it didn't go through the process. The developers disagreed and said that Mr. Morgan approved elevations and five stories.

Council Member Gladden didn't say that it is a bad project, we can use a little something like this. Everything is being done in their favor and not in the Town's favor. Council Member McDonough asked what the build-up time is, is it months or years, to which they replied typically 18 months before they have their first unit, then 12 months lease up.

Town Manager Spitzer shared the original proposal two months ago which included Buildings 2 and 3 with 172 units and 284 parking spaces, which meant 1.65 parking spaces per unit. Council heard the presentation from them that stated in the PSA that had a public hearing, back during the early stages of Covid, in the PSA laid out the mechanism for building structure 1, which they did, and the mechanism for when they would bring back the other buildings, and at that point it was three buildings to council for approval, and they made those three buildings down to two. The PSA that was voted on and approved by council did have those steps in it.

Mr. Spitzer added during the previous motion, for Buildings 2 and 3, that the developer must provide 2.3 parking spaces per unit and those parking spaces had to be built on that parcel that had buildings 2 and 3 would be on. That equates to roughly 6 parcels that are currently downtown. Those parking spaces could not be compact and had to follow our Town ordinance on parking spaces, and the developer would pave, stripe, and install curb and gutter on the two parcels across the street that their engineers say they can get 100 sets of parking spaces. Those spaces would still be owned and controlled by the Town for the downtown shops and anyone else that would go downtown. Once that was done, LIV and US Developments went back, and they decided that they could not make the 2.35 parking spaces work. Staff did a look at what our current apartments have, as far as parking, and they range from 1.4 parking spaces per unit up to 1.9 parking spaces per unit (all built prior to current ordinance being adopted). When town staff looked at this, they thought a good compromise would be 2 spaces per unit which would be 344 spaces that they would put on 2 and 3.

When we started talking about this with LIV and US Developments, they had their engineers come back with 150 parking spaces on the parcels that buildings 2 and 3 would be on, if the Town could sell them .06 acres on what would be the Grower's Outlet property that we purchased. Our first goal is to make sure that our departments have the right space for their tasks, that they do on a daily basis, into the future. We believe that we may be able to sell them the .06 acres so that they can get the 350 spaces for more than 2 spaces per unit. The Town would sell them that property for \$500,000. The Town paid roughly just over \$300,000, and if we sell them .06 acres, they have agreed to pay the Town \$500,000.

In the event that we can't sell them the .06, they would purchase as much property as they could of that .06 acres, and then pay a per parking space fee for the number of parking spaces they could not build. This would equate to \$500,000. The Town would get the \$500,000 no matter what. LIV would still follow and still construct, per the last motion, the 117 spaces across the street, for the downtown merchants. Staff came up with this for council's consideration.

Mayor Pro Tem Samaha made the following motion: I move that the proposed site plan and architectural renderings for the development by LIV/US Developments on Parcels 20501202, 20501203, 20501215, 20501204, 20501205, 20501206 and 20501207 be approved, subject to compliance with the following conditions, which conditions are revised from the previous motion made at the May 9, 2023, Town Council meeting:

1. The parking ratio for Buildings 2 and 3 must be revised to provide for a minimum of 2.0 parking spaces per unit to be located within both (i) the parcels on which the buildings will be constructed, and (ii) an approximate 0.6 acre portion (to be surveyed and further identified) of the adjacent parcels located at 313 North Polk Street, and identified by Parcel #20501212 and Parcel #20501217, which portion will be sold from the Town to LIV/US Developments for a purchase price of \$500,000 (subject to compliance with all applicable laws and ordinances). In the event the Town is unable to identify and sell LIV/US Developments any or all of the 0.6 acre portion of the adjacent parcels, then in lieu of having a minimum of 2.0 parking spaces per unit, LIV/US Developments must provide as many parking spaces as possible that can be located (using sound design and engineering principles) within both (iii) the parcels on which the buildings will be constructed, and (iv) within the portion of the adjacent parcel(s) sold to LIV/US Developments (if any), with a minimum ratio of 1.65 parking spaces per unit (but also achieving as close to a 2.0 parking space per unit ratio as possible taking into consideration the actual acreage within the adjacent parcel purchased, if any, without being required to decrease the currently contemplated footprint of buildings 2 and 3), and pay to the Town a total of \$500,000 to be allocated first towards the purchase price of the adjacent parcel (if any portion is sold to LIV/US Developments) and the remaining amount being deemed sufficient to compensate the Town for non-compliance with the Town's regular parking-ratio ordinances. The approved parking ratio can be accomplished by reducing the number of units in the buildings, or increasing the number of parking spaces within the parcels on which Building 2 and 3 are located, or on the portion of land sold to LIV/US Developments, if any, or a combination of the above,
2. Parking spaces shall not be compact parking spaces and must adhere to the Town's ordinances and codes.
3. The developer will pave, stripe for as many spaces as possible or as close to 117 parking spaces given final engineering documentation to maximize parking and install curb and gutter on Parcels 20501415 and 20501414, for use as public parking. These parcels will remain owed by, and in control of the Town of Pineville, and not used for overnight parking.

Council Member McDonough seconded the motion. ***(Motion passed 2-1 with Samaha and McDonough in favor and Gladden in opposition to the parking requirement and the five stories)***

**NEW BUSINESS**

**#11 Vote for exemption from Mini Brooks Act for inspection of the Greenway.** Mayor Pro Tem Samaha moved to approve with a second made by Council Member McDonough. All ayes. ***(Approved 3-0)***

**#12 Vote for exemption for Mini Brooks Act for construction administration of the Greenway.** Council Member Gladden moved to approve with a second made by Council Member McDonough. All ayes. ***(Approved 3-0)***

**#13 Contract for CM@R services with Edifice for utility facility at 313 N Polk Street.** Council Member Gladden moved to approve with a second made by Council Member McDonough. All ayes. ***(Approved 3-0)***

**#15 Vote for exemption from the Mini Brooks Act for the construction administration and inspection for the Cone Mill Memorial.** Mayor Pro Tem Samaha moved to approve with a second made by Council Member McDonough. All ayes. *(Approved 3-0)*

**#14 Vote for the exemption of Mini Brooks Act for engineering services for the temporary relocation of PCS and Electric Departments to Cone Mill.** Council Member Gladden moved to approve with a second made by Mayor Pro Tem Samaha. All ayes. *(Approved 3-0)*

**#16 Contract for architectural services for utility facility at 313 N Polk Street (David Lucore)** Mr. Lucore advised that RFQ's were solicited from engineering firms and received six proposals and brought in three firms for interviews. We selected Stewart, Cooper, Newell, as the architect of choice. Their fee is not to exceed the amount of \$1,295,200 dollars. Their fee was derived from a percentage of the estimated building cost as we go through the process and we will refine that number, that's why he is asking for a "not to exceed amount". There was general discussion regarding the breakdown of costs. This is similar to what their fee was for the Fire Department.

Council Member Gladden feels that the dollar amounts are too high for two steel buildings and concrete pads. Mayor Pro Tem Samaha and Mayor Edwards concurred. Council Member Gladden asked if they would consider other ideas. Mayor Pro Tem Samaha would like to walk the property with the architects. Mayor Edwards asked to Table this to the next Council Meeting. All ayes. *(Agreed to table to next council meeting 3-0)*

**#17 Contract with Greg Icenhour, Mid Atlantic Associates, for REC Program.** Mayor Pro Tem Samaha moved to approve with a second made by Council Member Gladden. All ayes. *(Approved 3-0)*

**Manager's Report.** Mr. Spitzer reported that we are progressing pretty quickly on architecture of the Fire Department. The preliminary designs are in his office and council is welcome to see them.

He also noted that Town Clerk Lisa Snyder will be receiving her CMC (Certified Municipal Clerk) certification at the end of this month. She is required to be a member of the International Institute of Municipal Clerks (IIMC) for two years and completed and passed four weeks of classes to accomplish this.

Mr. Spitzer gave an update on Lowry Street. The survey work has been done and they still feel they can get it done before school starts. Planning Director Morgan gave an update on Phase Two of the Johnston Road project.

Town Clerk Snyder gave an update to Council on the plans for the Town's 150<sup>th</sup> anniversary of incorporation. The Town was officially incorporated on February 28, 1873. The committee is making plans for events to be scheduled during the Annual Fall Fest on Saturday, in and around the Town Hall and Jack Hughes park locations. She presented a proposed logo, created by Pineville resident, Vicki Bryant, to use on any souvenirs for Council's approval. Council agreed that they liked the large logo but wanted the North Carolina initials to be added to Pineville.

There was also general discussion about a logo for the Town of Pineville. Ms. Snyder stated that Council Member Stinson-Wesley had requested that she come up with a Town Slogan. Ms. Snyder, along with the creative help of the Town's HR Assistant, Kayla Patone, created "I Feel Pine." Council Member Gladden suggested that we use the one that was used a long time ago that simply said, "Pville." He also wanted an investigation on the plaques idea on buildings that have historical value.

The 150th committee meets twice a month and Ms. Snyder will give a report at the next meeting on what the committee is doing.



**ADJOURNMENT**

Mayor Pro Tem Samaha made a motion to adjourn followed by a second made by Council Member Gladden. (**Approved 3-0**)  
The meeting was adjourned at 8:55 pm.

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**Jack Edwards**

**ATTEST:** \_\_\_\_\_  
**Lisa Snyder, Town Clerk**

**Mayor**  
Jack Edwards

**Mayor Pro Tem**  
Ed Samaha

**Town Manager**  
Ryan Spitzer



**Town Council**  
Les Gladden  
Amelia Stinson-Wesley  
Chris McDonough

**Town Clerk**  
Lisa Snyder

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**WORK SESSION MINUTES  
MONDAY, JULY 24, 2023  
TOWN HALL COUNCIL CHAMBERS**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, July 24, 2023 @ 5:58 p.m.

**ATTENDANCE**

Mayor: Jack Edwards  
Mayor Pro-Tem: Ed Samaha  
Council Members: Les Gladden & Chris McDonough  
Town Manager: Ryan Spitzer  
Town Clerk: Lisa Snyder  
Electricities Manager: David Lucore

Absent: Council Member Amelia Stinson-Wesley

**CALL TO ORDER.**

Mayor Jack Edwards called the meeting to order at 5:58 p.m.

**DISCUSSION ITEMS:**

**Stewart, Cooper and Newell.** Electricities Manager David Lucore introduced Ken Newell, of Stewart, Cooper, and Newell, and advised that Mr. Newell will be leading the discussion on the costs of the new electric and communications facility and will answer any of council's questions. Mr. Newell advised that the drawings he will be sharing were developed by the previous consultants. He assumes that both costs and dollars are fairly close. The previous developer did not have this site in mind when they developed this facility.

The operations building houses the people and warehouse spaces. The square footage is 8,497 of usable space. The grossing factor, found in spaces such as this, including corridors, wall thickness and mechanical spaces, would be 35%. This totals 11,471 square feet for the total downstairs.

This building has been designed to add a second-floor area which would house 11,371 square feet based on the schematic drawing submitted. The grand total square feet of the building is 22,842 square feet. It would be as if you were finished both floors at the same time.

The cost per square foot is \$550 of 9,271 space (\$5.099 million), \$400 for 2,200 square foot (\$880,000), and \$300 for 11,371 square foot (\$11,371).

The lay down area comes in at 8,408 per square foot at \$50 per square foot for a total of \$420,400.

The overall project cost summary (the architects estimate of probably construction costs):

Construction estimate	\$12,217,598
Owners project budget	\$14,500,000
Professional service fees - 9%	\$ 1,044,000

The fee breakdown was shared with council. Council member Les Gladden asked Town Manager Spitzer if this includes taking out the part for LIV or not taking out the part for LIV, because that will have a lot to do with building design and layout. Town Manager Spitzer replied that we won't have that part until council allows Ken to start his schematic design.

Council member Gladden further added that he thinks we're putting the cart before the horse. He suggested just utilizing the first floor and take the inside storage and put it on the first floor of the building and put the offices above it. There's a lot of areas that you could save there by putting it on the first floor. He said to make the first floor the warehouse. We're not going to grow enough to fill up what they have now.

Mr. Newell replied that you can put people on the second floor but will have to put in an elevator per the ADA and that will add some additional cost to the project. This would go into phase 2, which has not been included in the calculation.

Council member Gladden feels that the cost seems high. To spend twenty million dollars on warehousing and offices for an outside work group; these people who are out of the office more than they're inside. This seems kind of high. Mayor Edwards concurred.

David Lucore added that Mr. Newell has prepared this based on another architect's rendering and is purely speculative. We need to sit down and decide how much space we actually need, then come back and see if we can't get those costs a lot lower than what they're showing here.

Mayor Edwards feels that this is an astronomical amount to pay. It's more than the Town Hall cost. We also need a substation. He is concerned that this is debt and how are we going to support it.

Town Manager Spitzer said that council did approve a rate study for us, for Electric, that will begin this summer and give them an idea of what rates will look like. We should have that rate structure by January, so we'll have it before the budget next year. We'll have our other study for the general fund at the same time. Staff is in agreement that we should probably do the first three and not do the elevations, so we can get a good number of where we think we'll be and bring it back to council.

Mr. Spitzer continued saying that he will bring back a contract for the first three things at the August Council meeting and get started on that. We can figure out the site and the LIV and then progress with the contract based on what the numbers are. Council Member Gladden asked if they can work with the \$156,000 number, to which Mr. Newell replied, yes, that he can. Mr. Spitzer added that he has \$200,000 in contingency so we can start now. In addition, he said that we can take down the fence at the Public Works facility and that would free up some space.

Mayor Edwards announced a five-minute break for a Closed Session pursuant to NCGS 143-318-11(5) to review a potential electrical substation.

Mayor Pro Tem Samaha moved to leave closed session and seconded by Council Member Gladden. All ayes.

Town Clerk Lisa Snyder gave an updated on the 150<sup>th</sup> Anniversary committee. She shared the banners that will be displayed on Main Street. We will be putting the approved logo on t-shirts, vinyl car stickers and koozies. We are also discussing magnets. One idea is to have a map made pinpointing where the historical buildings are located. We will have a time capsule and need ideas on what to put inside of it. Our local artist, Judy Phillips, will be creating coloring pages for the elementary kids to color and will be displayed on the first level of Town Hall and Library. The books by author, Joe Griffin, have been ordered. Town Clerk Snyder added that she is really proud of her committee and stated that it's a good, diverse group. A reminder that the events are being primarily planned for Fall Fest weekend. She also thought that the mayor and council could have a tent and take shifts there handing out freebies or prizes.

Mayor Pro Tem Samaha moved to leave closed session and seconded by Council Member Gladden. All ayes.

Motion adjourned at 7:00 pm.

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Mayor Jack Edwards

ATTEST:

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Town Clerk Lisa Snyder



August 3, 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 June 2023

For the Council's information at the August 8, 2023 Council Meeting, please find attached the finance report and notifications through June 2023.

This should be a pretty good snapshot of where the General Fund will land prior to audit fieldwork at the end of the month.

The Enterprise Funds will likely see more effect from certain audit-related entries.

**Notifications:** None

**Town of Pineville**  
**Revenue Report (Budget vs. Actual) - General Fund**  
**For the Month Ending JUNE 2023**

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Ad Valorem Taxes	\$ 8,937,727	\$ 9,193,754	102.86%
Tourism Revenues	1,375,288	1,892,997	137.64%
Franchise Taxes	1,000,000	850,765	85.08%
Sales Taxes	2,616,049	2,878,893	110.05%
Storm Water Fees	450,000	448,942	99.76%
Powell Bill	269,000	264,756	98.42%
Other	3,921,118	3,878,395	98.91%
Appropriated Fund Balance	6,185,695	-	0.00%
Transfers from Other Funds	983,061	842,093	85.66%
Total	<u>\$ 25,737,938</u>	<u>\$ 20,250,595</u>	<u>78.68%</u>
<b>Expenditures</b>			
Governing Board	\$ (443,545)	\$ (337,808)	76.16%
Administration	(5,095,083)	(4,878,448)	95.75%
Human Resources	(308,931)	(203,640)	65.92%
IT	(189,755)	(285,358)	150.38%
Zoning	(866,846)	(284,756)	32.85%
Police	(6,736,423)	(6,161,233)	91.46%
Fire	(3,279,026)	(3,068,217)	93.57%
Public Works	(1,491,844)	(1,261,750)	84.58%
Storm Water	(504,601)	(262,688)	52.06%
Powell Bill	(725,145)	(406,690)	56.08%
Sanitation	(692,160)	(654,673)	94.58%
Recreation	(789,203)	(703,292)	89.11%
Cultural/Tourism	(1,442,920)	(1,341,610)	92.98%
Cemetery	(4,000)	(500)	12.50%
Debt Service	(1,868,456)	(1,868,346)	99.99%
Transfers to Other Funds	(1,300,000)	(1,262,764)	97.14%
Contingency	-	-	
<b>OPEN ENCUMBRANCES @ 6/30/23</b>	<b>-</b>	<b>(907,843)</b>	
Total	<u>\$ (25,737,938)</u>	<u>\$ (23,889,615)</u>	<u>92.82%</u>

**Town of Pineville**  
**Revenue Report (Budget vs. Actual) - 911 Fund**  
**For the Month Ending JUNE 2023**

	<u>Budget</u>	<u>Actual</u>	<u>of Budget</u>
Revenues			
PSAP	\$ 50,000	\$ 117,687	235.37%
Interest Earned	-	10,504	
Fund Balance Appropriated	155,508	-	
Total	<u>\$ 205,508</u>	<u>\$ 128,191</u>	<u>62.38%</u>
Expenditures			
Restricted Expenditures	\$ (205,508)	\$ (107,675)	52.39%
<b>OPEN ENCUMBRANCES @ 6/30/23</b>	-	-	
Total	<u>\$ (205,508)</u>	<u>\$ (107,675)</u>	<u>52.39%</u>

**Town of Pineville**  
**Revenue Report (Budget vs. Actual) - Electric Fund**  
**For the Month Ending JUNE 2023**

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Electric Charges	14,433,000	12,701,935	88.01%
Fund Balance Appropriated	1,783,000	-	0.00%
Total	<u>16,216,000</u>	<u>12,701,935</u>	<u>78.33%</u>
<b>Expenditures</b>			
Administration & Billing Support	1,051,739	487,904	46.39%
Purchased electricity	9,152,000	8,065,516	88.13%
Operations and Maintenance	6,012,261	5,222,009	86.86%
	-	-	
Total	<u>16,216,000</u>	<u>13,775,429</u>	<u>84.95%</u>



**Town of Pineville**  
**Revenue Report (Budget vs. Actual) - ILEC Fund**  
**For the Month Ending JUNE 2023**

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Operating Revenues	1,282,700	1,642,414	128.04%
Fund Balance Appropriated	665,135	-	0.00%
Total Revenue	<u>1,947,835</u>	<u>1,642,414</u>	<u>84.32%</u>
<b>Expenditures</b>			
Operating Transfer Out	213,300	213,300	100.00%
Operating Expenses	1,266,535	1,252,914	98.92%
Plant under Construction	468,000	292,261	62.45%
Total	<u>1,947,835</u>	<u>1,758,475</u>	<u>90.28%</u>

**Town of Pineville**  
**Revenue Report (Budget vs. Actual) - CLEC Fund**  
**For the Month Ending JUNE 2023**

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Operating Revenues	1,160,450	1,223,749	105.45%
Transfer from ILEC	213,300	213,300	100.00%
Fund Balance Appropriated	36,555	-	0.00%
Total Revenue	<u>1,410,305</u>	<u>1,437,049</u>	<u>101.90%</u>
<b>Expenditures</b>			
Operating Expenses	1,202,805	1,216,392	101.13%
Plant under Construction	207,500	124,423	59.96%
Total	<u>1,410,305</u>	<u>1,340,815</u>	<u>95.07%</u>



**RESOLUTION NO. 2023-09**

**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 August 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
PUBLIC WORKS	Treadmill	Trotter 1700		Online Auction	8/08/23	
PUBLIC WORKS	Treadmill	Proform 505S		Online Auction	8/08/23	



**RESOLUTION NO. 2023-10  
RESOLUTION HONORING TOWN OF PINEVILLE PORCUPINES**

**WHEREAS**, the Old North State League (ONSL) is comprised of 15 total teams broken out over three conferences (West, Central, East) throughout North Carolina and;

**WHEREAS**, this was the Pineville Porcupines first year, previously the Mecklenburg Muscadines, before changing ownership and coaches, and;

**WHEREAS**, the team’s overall record was 23W – 14L, and though they started out slow, the June record was 9W-10L, the July 1st through 14th was 3W-4L and;

**WHEREAS**, as playoff chances were looking bleak, the Porcupines got hot, winning their next seven games in a row including a must-win double-header on the last day of the regular season, to earn their spot into the playoff by half a game, and;

**WHEREAS**, they entered the playoffs as the #4 seed out of six total teams, and

**WHEREAS**, after playing 26 innings of baseball in less than 24 hours, the Porcupines were onto the potential clinching championship game.

**WHEREAS**, the Pineville Porcupines went undefeated in the playoffs by scoring 55 runs in 4 games and playing an astounding 44 innings of baseball over a three-day span. The Porcupines won their last 11 games of the season and 13 of 15 to bring the first ever ONSL championship to Pineville.

**NOW, BE IT FURTHER RESOLVED** that the Pineville Porcupines be recognized for their dedication and perseverance in obtaining championship status for the Town of Pineville.

**ADOPTED** this, the \_\_\_\_\_ day of August 2023.

\_\_\_\_\_  
Mayor Jack Edwards

**ATTEST:**

\_\_\_\_\_  
Lisa Snyder, Town Clerk



**A PROCLAMATION BY THE MAYOR OF PINEVILLE, NC,  
RECOGNIZING THE PINEVILLE PORCUPINES FOR  
WINNING THE ONSL CHAMPIONSHIP**

**WHEREAS**, the Old North State League (ONSL) is comprised of 15 total teams broken out over three conferences (West, Central, East) throughout North Carolina and;

**WHEREAS**, this was the Pineville Porcupines first year, previously the Mecklenburg Muscadines, before changing ownership and coaches, and;

**WHEREAS**, the team's overall record was 23W – 14L, and though they started out slow, the June record was 9W-10L, the July 1st through 14th was 3W-4L and;

**WHEREAS**, as playoff chances were looking bleak, the Porcupines got hot, winning their next seven games in a row including a must-win double-header on the last day of the regular season, to earn their spot into the playoff by half a game, and;

**WHEREAS**, they entered the playoffs as the #4 seed out of six total teams, and

**WHEREAS**, after playing 26 innings of baseball in less than 24 hours, the Porcupines were onto the potential clinching championship game.

**THEREFORE**, the Pineville Porcupines went undefeated in the playoffs by scoring 55 runs in 4 games and playing an astounding 44 innings of baseball over a three-day span. The Porcupines won their last 11 games of the season and 13 of 15 to bring the first ever ONSL championship to Pineville.

**IN WITNESS WHEREOF**, I have hereto set my hand and seal the 8TH day of August 2023.

---

**MAYOR JACK EDWARDS**

# WORKSHOP MEETING

# Pineville

## PLANNING & ZONING

**To:** Town Council  
**From:** Travis Morgan  
**Date:** 8/8/2023  
**Re:** Coventry Plan Amendment (*Action Item*)

---

### **BACKGROUND:**

The former Baynard property at the NW corner of Highway 51 and Downs Road was approved with a conditionally approved site-specific plan for 166 townhomes of January 12 2021. The development is called Coventry now by StanleyMartin.

### **PROPOSAL:**

Ron Willing on behalf of Stanley Martin homes requests your consideration to adjust the lot lines between the townhome community and the commercial/industrial property to the North. As part of the driveway approval NCDOT required a sight distance easement across the commercial/industrial property in question located at 12616 Downs Road currently owned by Yoshino Properties. In exchange for the easement; the amount of property shown from the Coventry development is to be deeded over to Yoshino properties. Since the property line is also the zoning line; a rezoning of the portion of property is needed.

**FROM:** Coventry      **TO:** Yoshino properties

**SIZE:** approximately 20 feet by 110.38 feet or 2,207.6 square feet

**ACTION 1 REQUESTED:** Minus area as shown from Coventry conditional approved plan to give to Yoshino Properties

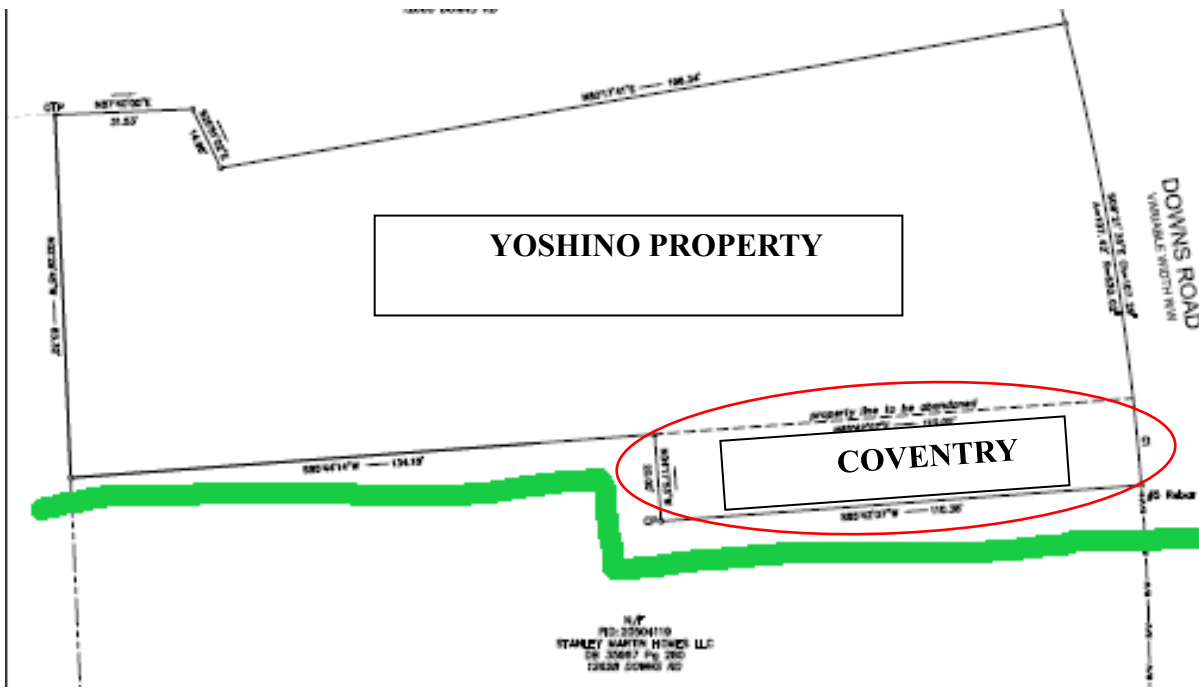
**ACTION 2 RECOMMENDED:** Rezone RMX(CD) Coventry piece shown on the attached proposed recombination survey to G-I (industrial) to match existing Yoshino property zoning to the North.

### **STAFF COMMENT:**

The proposal requires Council approval since changes the property within an existing conditional zoning approval and adjusts zoning district lines to avoid split zoning a property. The approved Coventry Townhome development had a 20-foot-wide landscape buffer running along the Northern property line. Staff recommends the proposal with the condition that the 20-foot landscape buffer remains and is curved South around the new property line as proposed. See attached.

### **PROCEDURE:**

This is a legislative procedure with the standard conditional zoning process. Council may vote to approve, disapprove, or to approved with modifications as mutually agreed upon with the applicant. Approval vote will find the proposal consistent with adopted plans per State General Statues. Disapproval should state reasons and inconsistency with adopted plans as related to State General Statues.



**2. LANDSCAPE PLAN**  
A 12" x 18" PLAN SHALL BE PROVIDED WITH DIMENSIONS AND MATERIALS TO BE SUBMITTED FOR ALL PROPOSED PLANTINGS.

PLANT	SPECIES	SIZE	QUANTITY	LOCATION
1	AMERICAN BIRCH	4" IN DBH	1	SEE PLAN
2	SMALL TREE	4" IN DBH	1	SEE PLAN
3	SMALL TREE	4" IN DBH	1	SEE PLAN
4	SMALL TREE	4" IN DBH	1	SEE PLAN
5	SMALL TREE	4" IN DBH	1	SEE PLAN
6	SMALL TREE	4" IN DBH	1	SEE PLAN

**NOTE:** ADDITIONAL PLANTING TO BE PROVIDED AS THE BUFFER AREA IS CIRCLED ON THIS PLAN. PLANT MATERIALS MAY VARY TO ADEQUATE BUFFER IS UNDESIRABLE.



LandDesign



PINEVILLE TOWNHOMES

NO.	REVISION / ISSUANCE
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT



RZ-3



Office Use Only:

Application #:

Payment Method: Cash  Check  Credit Card  Amount \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

## Zoning Application

**Note:** Application will not be considered until all required submittal components listed have been completed

Applicant's Name: Stanley Martin Homes, LLC Phone: 704-808-1132  
Applicant's Mailing Address: 820 Forest Point Cr Suite 100, Charlotte, NC 28273

### Property Information:

Property Location: 12628 Downs Road, Pineville, NC 28134  
Property Owner's Mailing Address: 820 Forest Point Cr Suite 100, Charlotte, NC 28273  
Property Owner Name: Stanley Martin Homes, LLC Phone: 704-808-1132  
Tax Map and Parcel Number: 20504119 Existing Zoning: RMX

### Which are you applying (Check all that apply):

Rezoning by Right  Conditional Zoning  Conditional Rezoning  Text Amendment

### Fill out section(s) that apply:

**Rezoning by Right:**  
Proposed Rezoning Designation \_\_\_\_\_

**Conditional Zoning:**  
Proposed Conditional Use Remove selected area from prior approved Coventry plan  
Acreage \_\_\_\_\_ Square Feet \_\_\_\_\_ Approximate Height \_\_\_\_\_ # of Rooms \_\_\_\_\_  
Parking Spaces Required \_\_\_\_\_ Parking Spaces Provided \_\_\_\_\_ **\*\*Please Attach Site Specific Conditional Plan**

**Conditional Rezoning:**  
Proposed Conditional Rezoning Designation \_\_\_\_\_

**Text Amendment:**  
Section \_\_\_\_\_ Reason \_\_\_\_\_  
Proposed Text Change (Attach if needed) \_\_\_\_\_

I do hereby certify that all information which I have provided for this application is, to the best of my knowledge, correct.

  
Signature of Applicant

5/31/23  
Date

\_\_\_\_\_  
Signature of Property Owner (If not Applicant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Town Official

\_\_\_\_\_  
Date

County of Mecklenburg

I, \_\_\_\_\_, Review Officer of Mecklenburg County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer \_\_\_\_\_ Date \_\_\_\_\_

Exemption Certificate

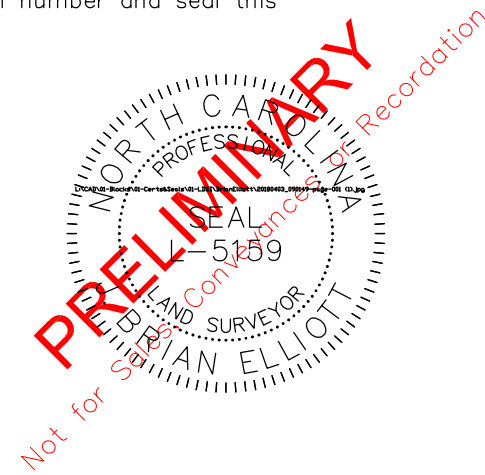
I hereby certify that this subdivision of land is exempt from the Town of Pineville Subdivision Ordinance.

Planning Director \_\_\_\_\_ Date \_\_\_\_\_

I, J. Brian Elliott, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book \_\_\_\_\_ Page see map); that the boundaries not surveyed are clearly indicated as drawn from information found in Book \_\_\_\_\_ Page see map; 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; this survey is of another category of subdivision such as recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision found in the Town of Pineville Subdivision Ordinance.

Witness my original signature, registration number and seal this 20th day of December, 2022.

Registration No.: L-5159 N.C.



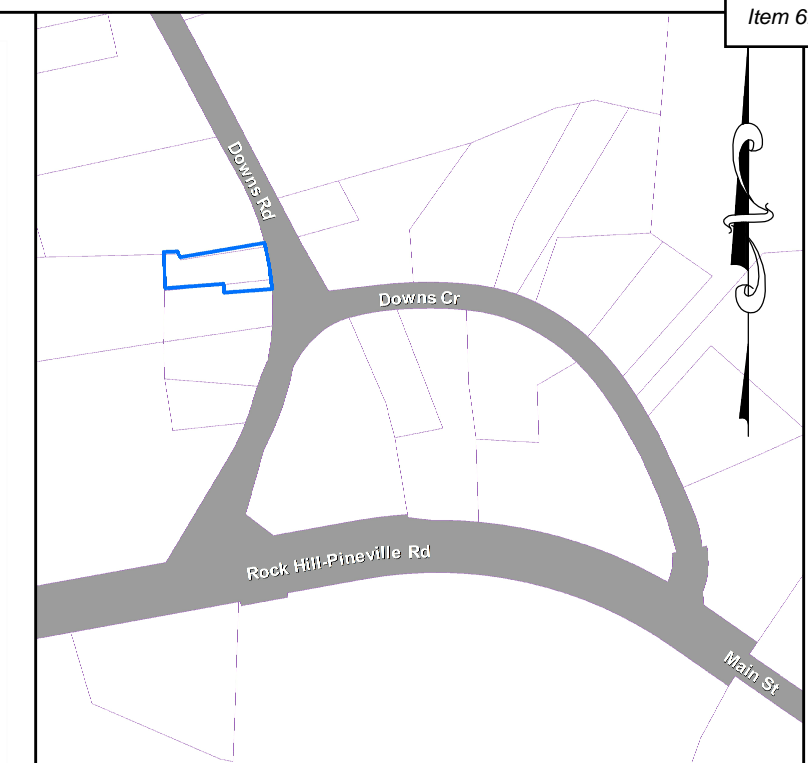
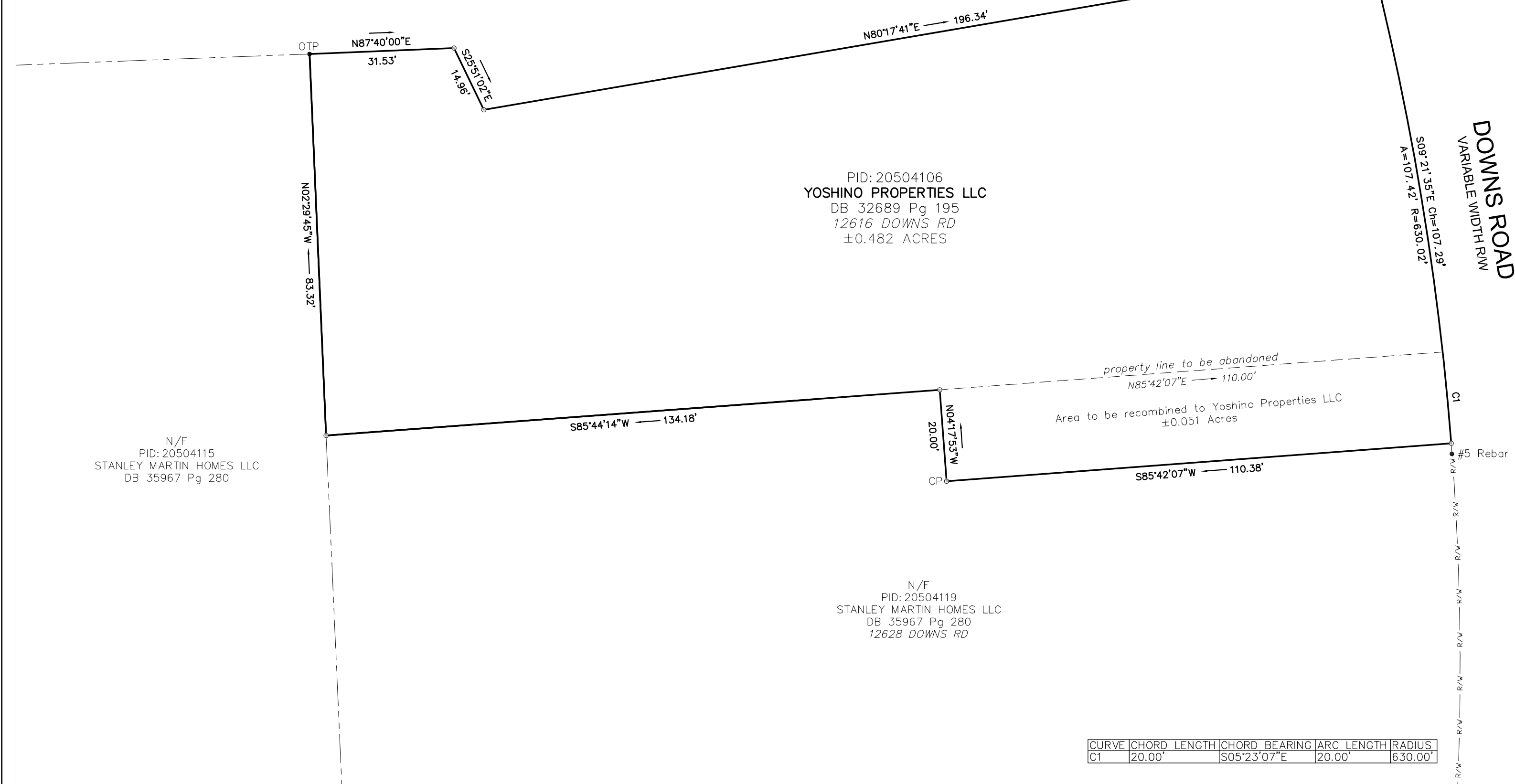
- Point Legend:**
- Monumentation-
  - OTP Open Top Pipe
  - CP Calculated Point
  - Miscellaneous-
  - N/F Now or Formerly
  - CGF Combined Grid Factor

N/F  
PID: 20504107  
HH DOWNS LLC  
DB 19667 Pg 653  
12600 DOWNS RD

PID: 20504106  
YOSHINO PROPERTIES LLC  
DB 32689 Pg 195  
12616 DOWNS RD  
±0.482 ACRES

N/F  
PID: 20504115  
STANLEY MARTIN HOMES LLC  
DB 35967 Pg 280

N/F  
PID: 20504119  
STANLEY MARTIN HOMES LLC  
DB 35967 Pg 280  
12628 DOWNS RD



- General Notes: Vicinity Map - Not to Scale
1. Deed Reference - DB 32689 Pg 195
  2. Tax Parcel ID - 20504106
  3. Current Owner - YOSHINO PROPERTIES LLC
  4. All bearings are NC Grid bearings.
  5. All distances are shown horizontal.
  6. Grid distance = Horizontal distance x Combined Grid Factor (0.99985540)
  7. Area - ±0.482 ACRES
  8. Areas have been determined by coordinate computation.
  9. Iron pins (#5 Rebar) or other monumentation (as shown) found or set at all property corners.
  10. Zoning - G-1
  11. This property is located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina. Reference FIRM Map: 3710443900L Dated: SEPTEMBER 2, 2015
  12. This survey was performed without benefit of a Title Commitment Report. GPI Geospatial, Inc. does not claim that all matters of record which may affect the subject property are shown hereon.
  13. The location of underground utilities shown on this map are approximate, based on information provided by others or by field location. Utility locations as shown hereon are intended for planning only. Actual location, size or depth of line should be verified with the individual utility company before construction.
  14. The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble R8 Receivers and processed using North Carolina Geodetic Survey Virtual Reference System.

**Recombination Survey of  
12616 Downs Road  
YOSHINO PROPERTIES LLC**

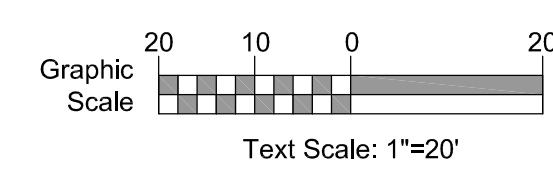
Project: 12616 Downs Road  
Town of Pineville  
Mecklenburg County  
North Carolina

prepared for:  
**Stanley Martin Homes LLC**

1			#####
2			
3			
4			
No.	Revision	By	Date

**GPI** GEOSPATIAL

GPI Geospatial, Inc.  
201 West 29th Street  
Charlotte, NC 28206  
Phone: (704) 337-8329  
Fax: (704) 308-3153  
License No.: F-1388  
www.gpinet.com



Date: 12/20/2022	Plot Date: 05/31/2023
Project Number: 2200924.00	
Drawn By: JBE	
Reviewed By: SFM	
Sealed By: JBE	<b>Sheet 1 of 1</b>

CURVE	CHORD LENGTH	CHORD BEARING	ARC LENGTH	RADIUS
C1	20.00'	S05°23'07"E	20.00'	630.00'



KEY MAP

SEAL



PROJECT

**PINEVILLE TOWNHOMES**

PINEVILLE, NC  
 REZONING #2020-XXX

LANDESIGN PROJ.# 1020037

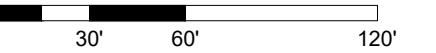
**REVISION / ISSUANCE**

NO.	DESCRIPTION	DATE
1	REZONING SUBMITTAL	09.23.20
2	REZONING SUBMITTAL	10.20.20
3	REZONING SUBMITTAL	11.19.20
4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
 DRAWN BY: JRY  
 CHECKED BY: KST

SCALE

VERT: N/A  
 HORZ: 1"=60'



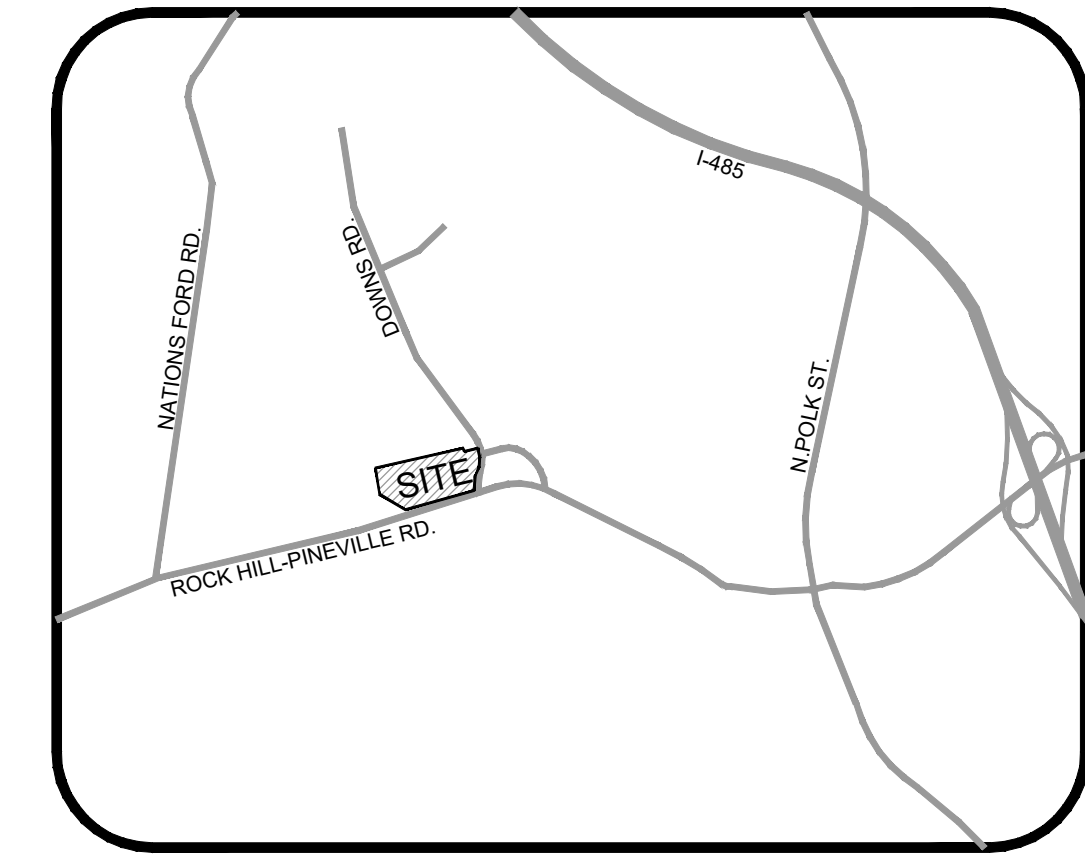
SHEET TITLE

COVER

SHEET NUMBER

**RZ-1**

NOTE: THE PROVIDED SITE PLAN RENDERING IS INTENDED TO CONVEY DESIGN INTENT AND IS SUBJECT TO FINAL DESIGN.



VICINITY MAP  
NTS

SITE DEVELOPMENT DATA

ACREAGE: ± 26.8 ACRES  
 TAX PARCEL #S: 205-041-02, 05-041-15, 05-041-16, 205-041-01, 05-041-03, 05-041-04, 05-041-19  
 EXISTING ZONING: R-44, G-I  
 PROPOSED ZONING: R-MX (CORRIDOR OVERLAY DISTRICT)  
 EXISTING USES: INDUSTRIAL  
 PROPOSED USES: USES PERMITTED BY RIGHT AND UNDER PRESCRIBED CONDITIONS TOGETHER WITH ACCESSORY USES AS ALLOWED IN THE R-MX ZONING DISTRICT  
 MAX. DENSITY PROVIDED: 166 UNITS (6.19 UNITS PER ACRE)  
 MAX. BUILDING HEIGHT REQUIRED: 3 STORIES, 3+ WITH APPROVAL FROM TOWN COUNCIL  
 MAX. BUILDING HEIGHT PROVIDED: 40'  
 MIN. SETBACK REQUIRED: BUILD-TO-LINE FROM STREET SECTIONS  
 MIN. SETBACK PROVIDED: 10'  
 MIN. SIDE YARD REQUIRED: 0'  
 MIN. SIDE YARD PROVIDED: 5' FOR CORNER LOTS  
 MIN. REAR YARD PROVIDED: 20' DRIVEWAY  
 PARKING REQUIRED: SPACES TOTAL  
 3+ BEDROOMS PER UNIT: 3.25 SPACES/UNIT  
 166 UNITS X 3.25 SPACES = 540 SPACES REQ.

PARKING PROVIDED: 816 SPACES TOTAL (4.92 SPACES/UNIT)  
 135 ON-STREET SPACES  
 332 GARAGE SPACES  
 332 DRIVEWAY SPACES  
 17 AMENITY SPACES

KEY MAP

SEAL



PROJECT

PINEVILLE TOWNHOMES

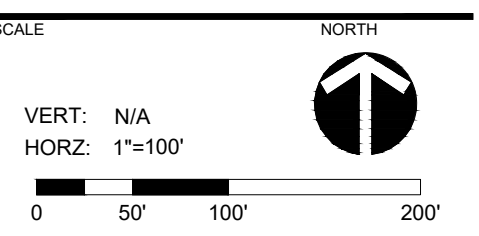
PINEVILLE, NC  
REZONING #2020-XXX

LANDDESIGN PROJ.# 1020037

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	REZONING SUBMITTAL	09.23.20
2	REZONING SUBMITTAL	10.20.20
3	REZONING SUBMITTAL	11.19.20
4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

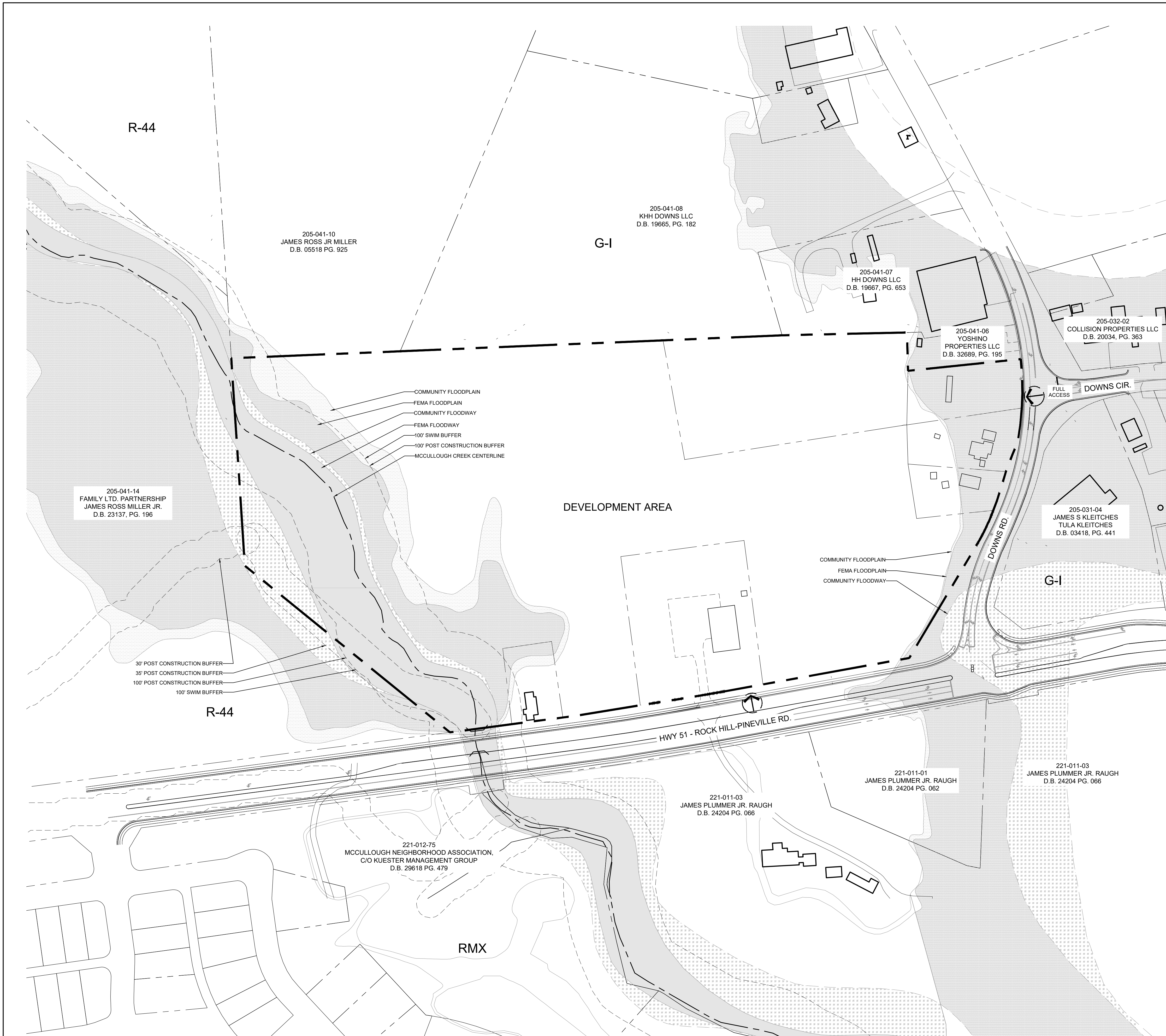


SHEET TITLE

TECHNICAL DATA

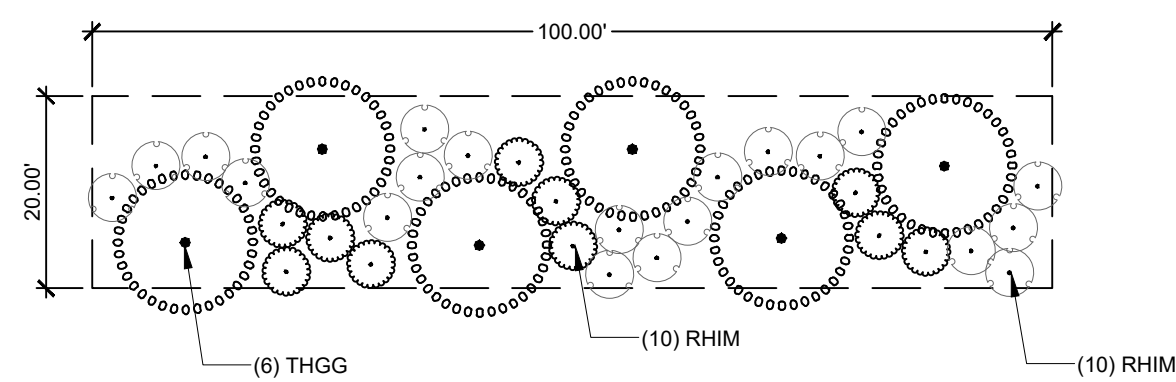
SHEET NUMBER

RZ-2



20' LANDSCAPE AREA

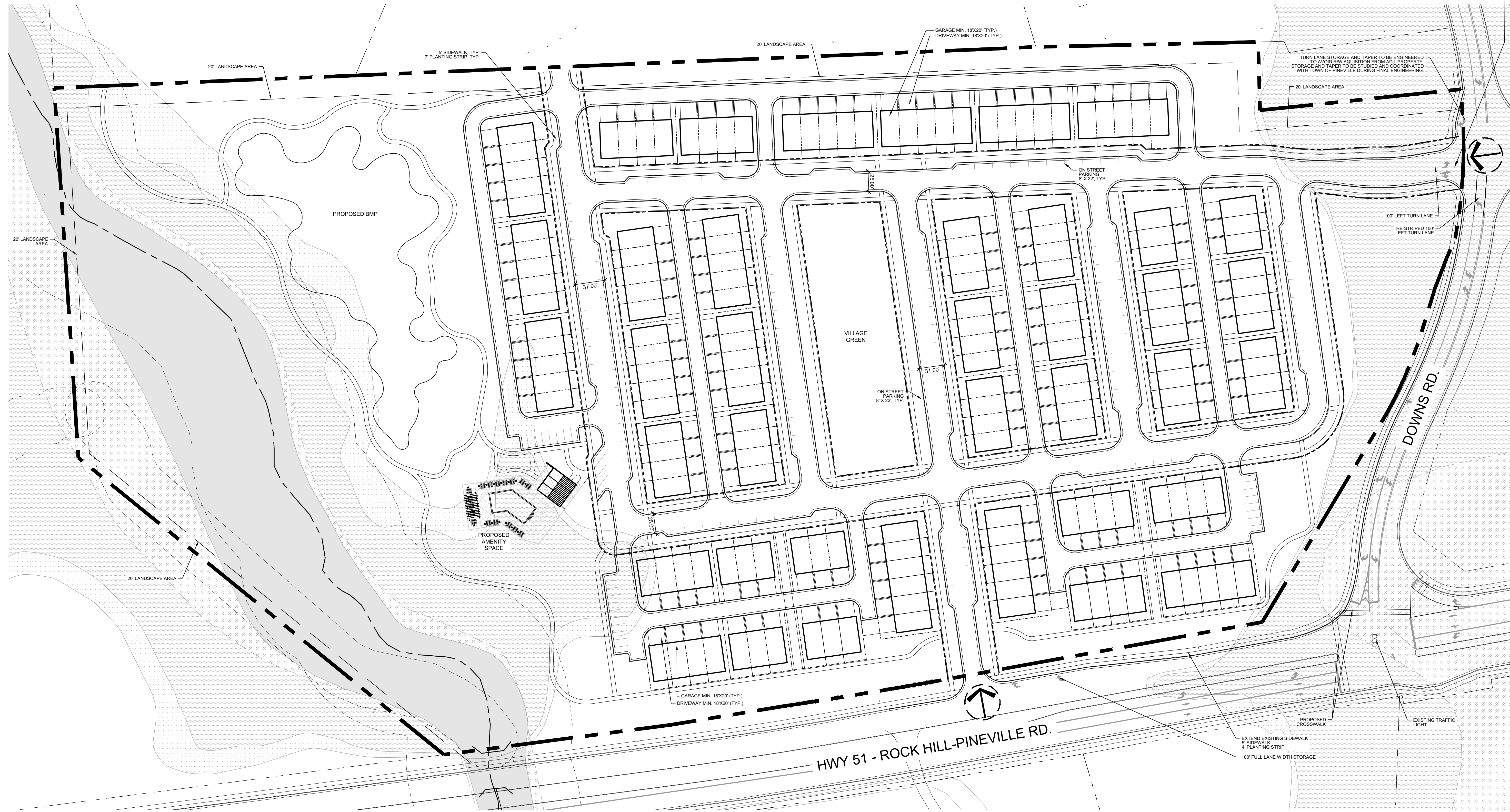
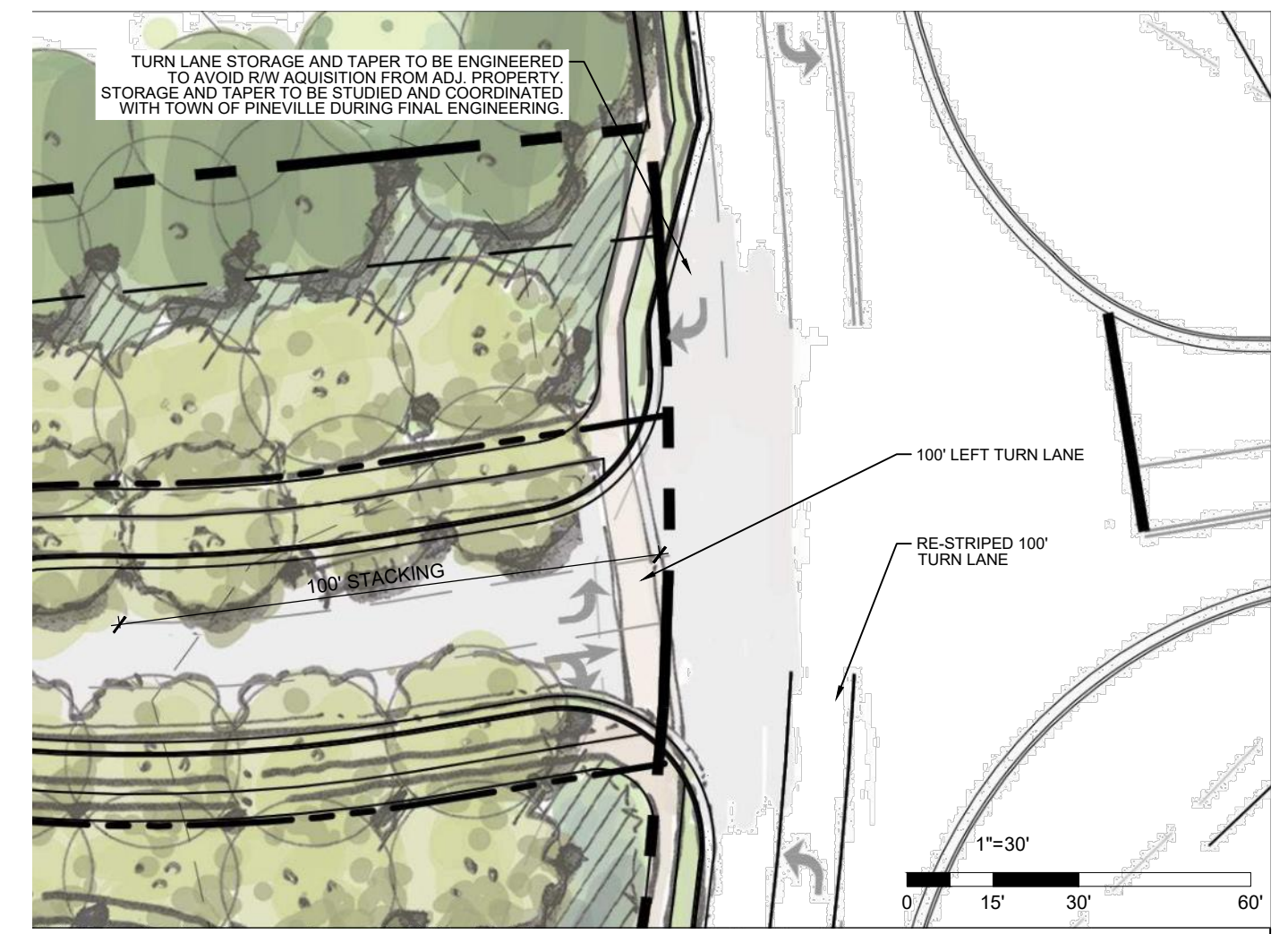
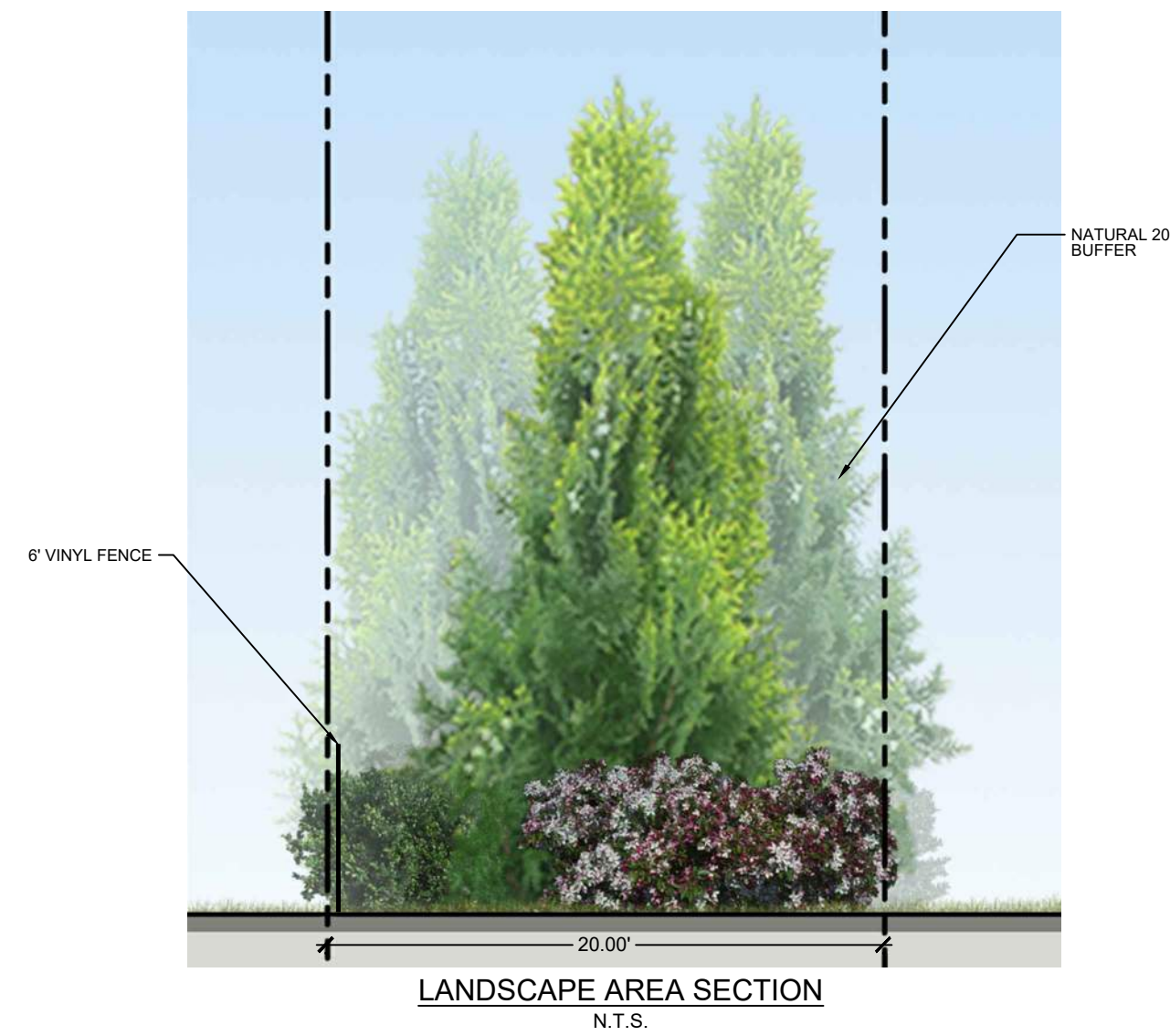
6 TREES PER 100 LF PROVIDED  
100% EVERGREEN / LARGE MATURING  
30 EVERGREEN SHRUBS PER 100 LF PROVIDED



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	MIN. CAL.	MIN. HT.	REMARKS
	THGG	6	THUJA 'GREEN GIANT'	ARBOVITAE, 'GREEN GIANT'	B&B	2"	10-12'	MATCH SPECIMEN, FULL TO BASE
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	SPACING	MIN. HT.	REMARKS
	PLIA	20	PIERIS JAPONICA	LILY OF THE VALLEY BUSH	3 GAL	AS SHOWN	24-36"	MATCH SPECIMEN, FULL TO BASE
	RHIM	10	RHAPHIOLEPIS INDICA 'MONTO'	INDIAN PRINCESS INDIAN HAWTHORN	3 GAL	AS SHOWN	24-36"	MATCH SPECIMEN, FULL TO BASE

NOTE: ADDITIONAL PLANTING TO BE PROVIDED/SUPPLEMENTED AS THE BUFFER AREA IS GRADED OR VOID OF EXISTING PLANT MATERIAL. PLANT MATERIAL MAY REMAIN IN AREAS WHERE BUFFER IS UNDISTURBED.



KEY MAP

SEAL



PROJECT

**PINEVILLE TOWNHOMES**

PINEVILLE, NC  
REZONING #2020-XXX

LANDDESIGN PROJ# 1020037

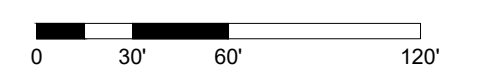
REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
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2	REZONING SUBMITTAL	10.20.20
3	REZONING SUBMITTAL	11.19.20
4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

SCALE

VERT: N/A  
HORZ: 1"=60'



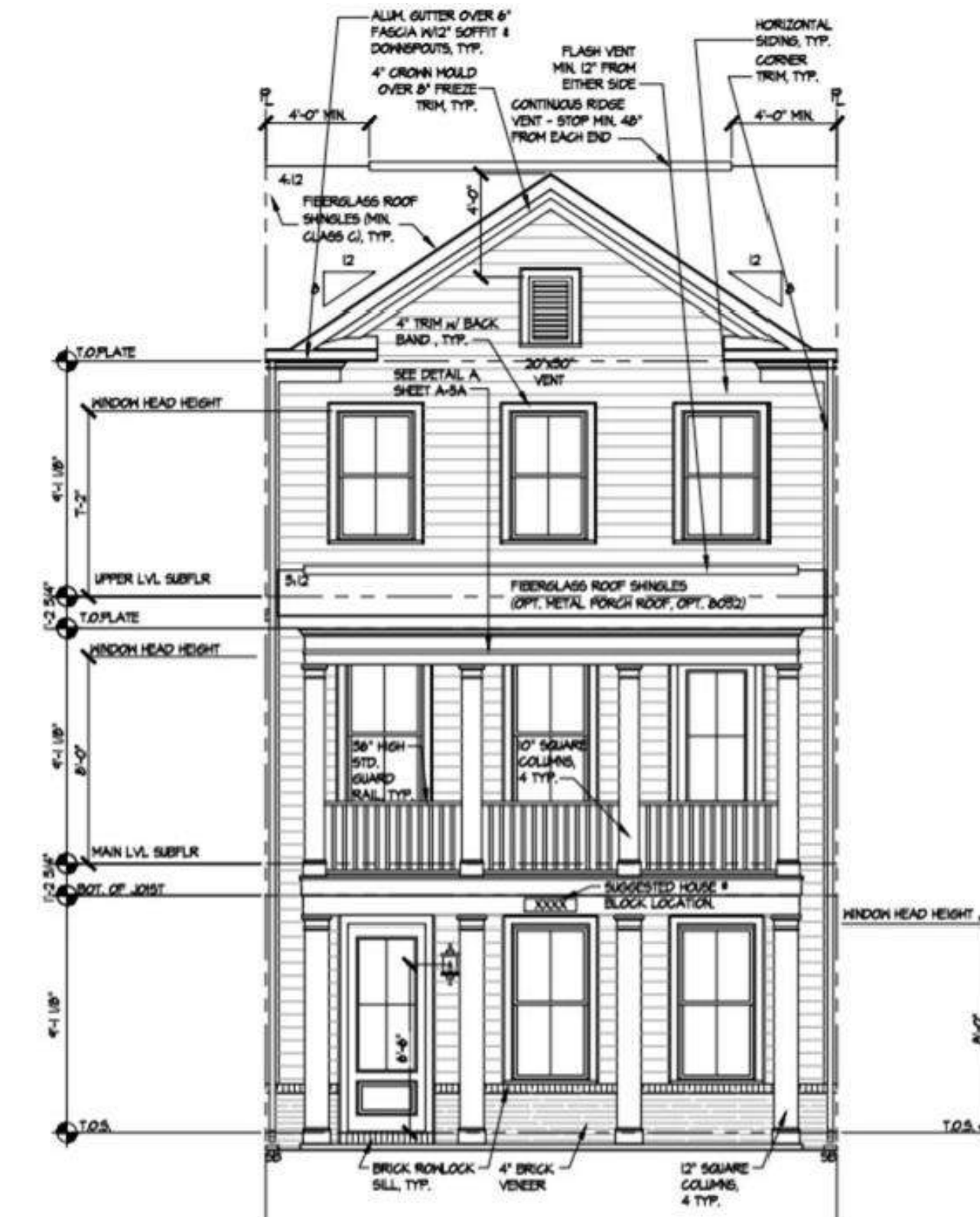
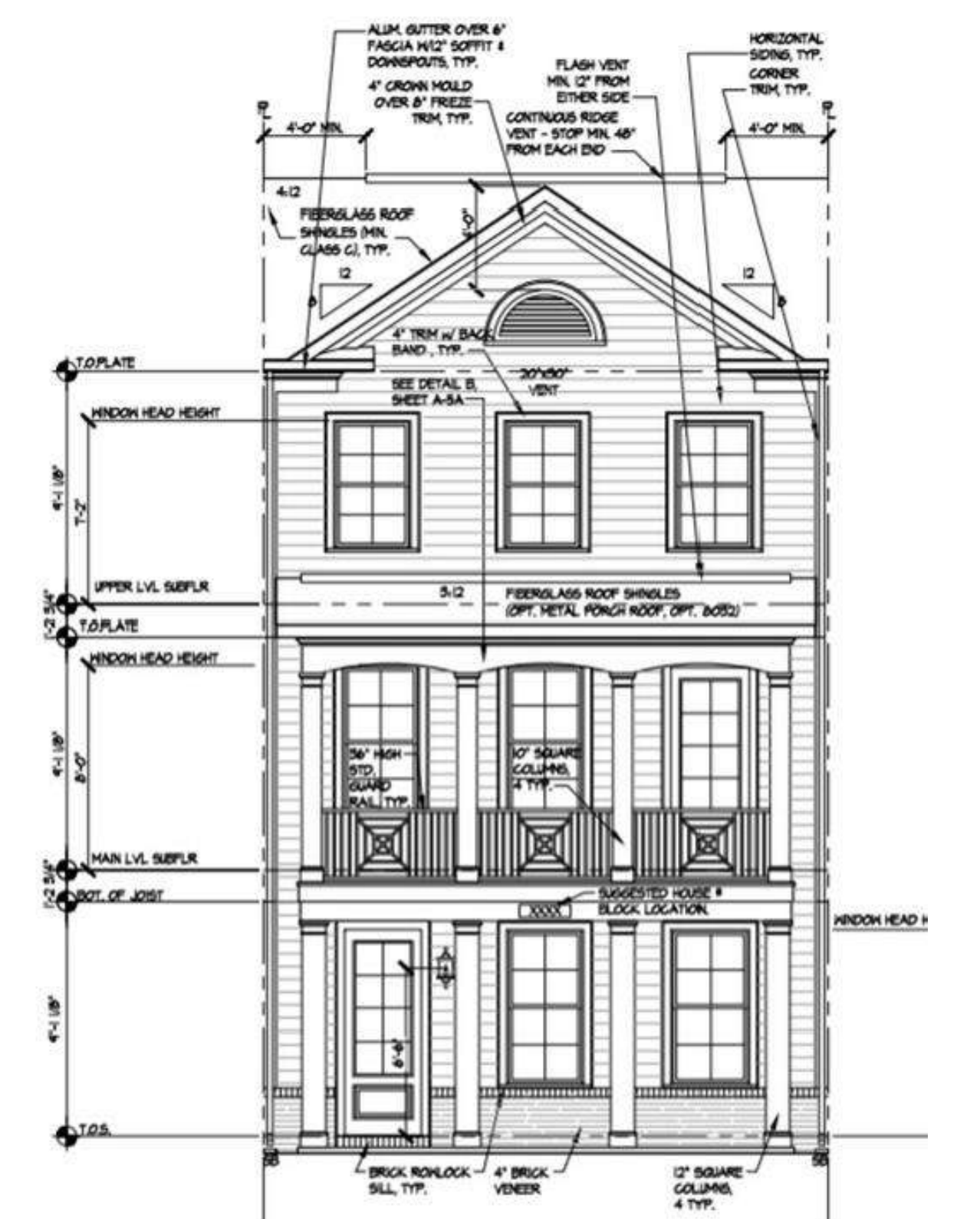
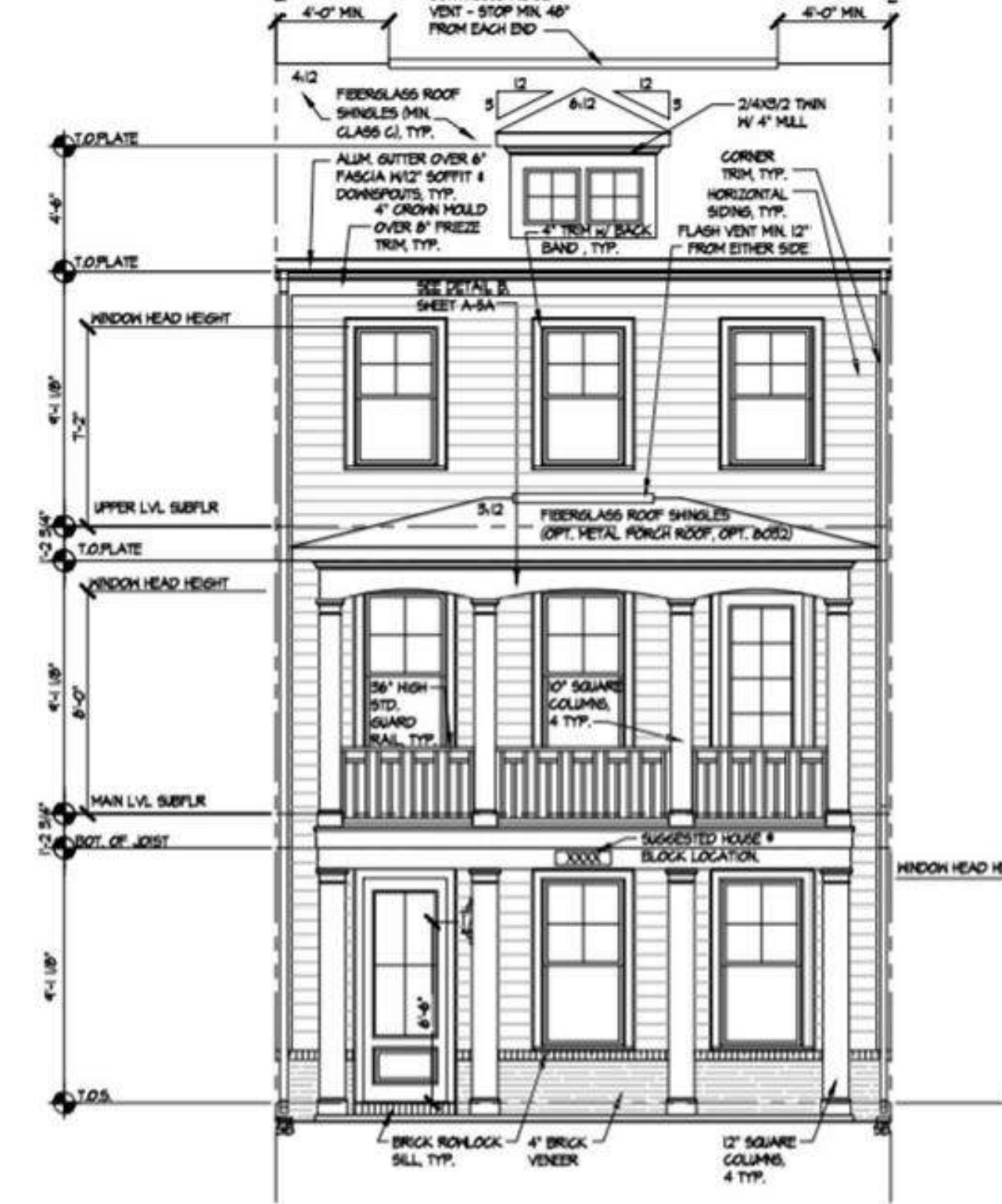
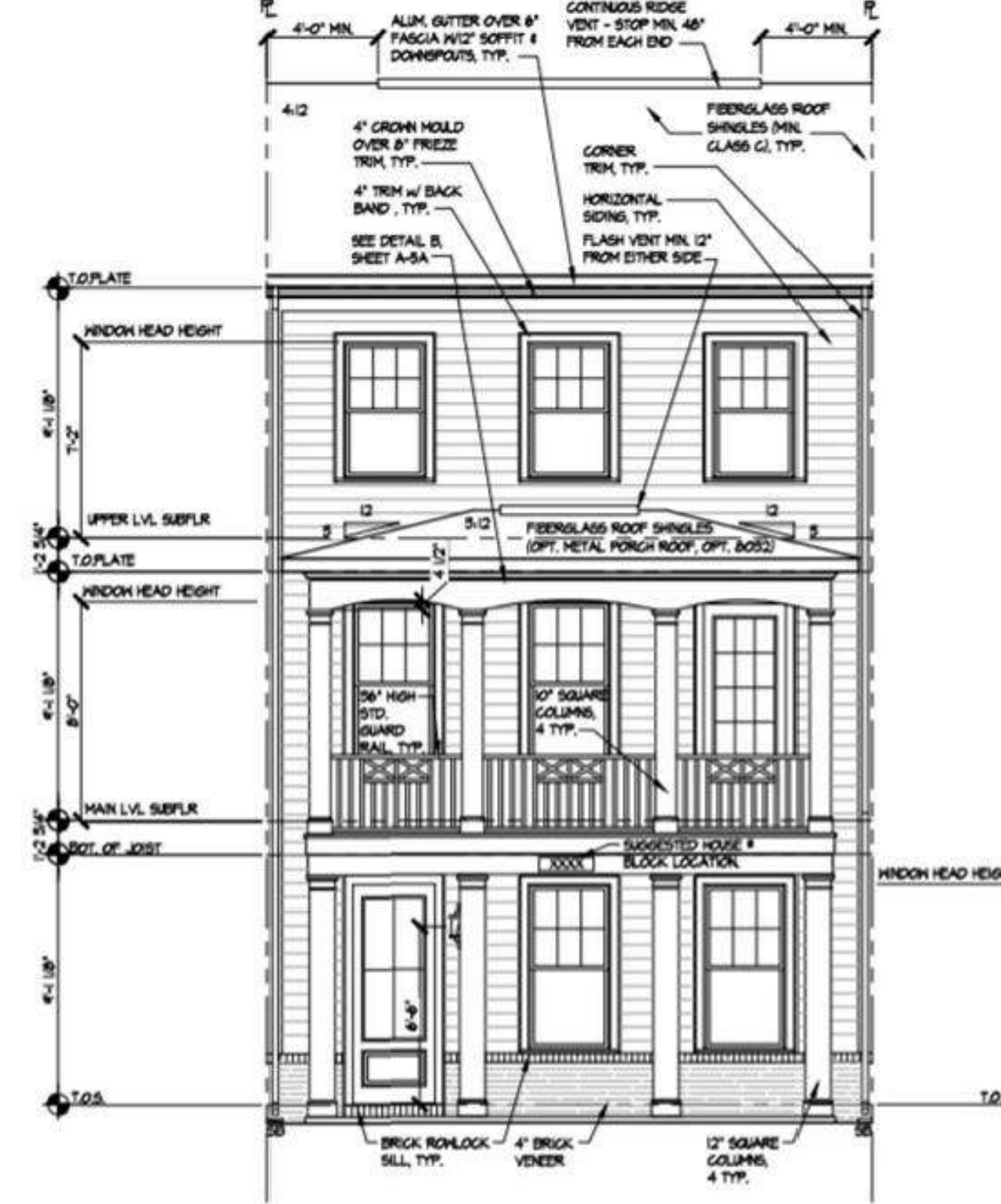
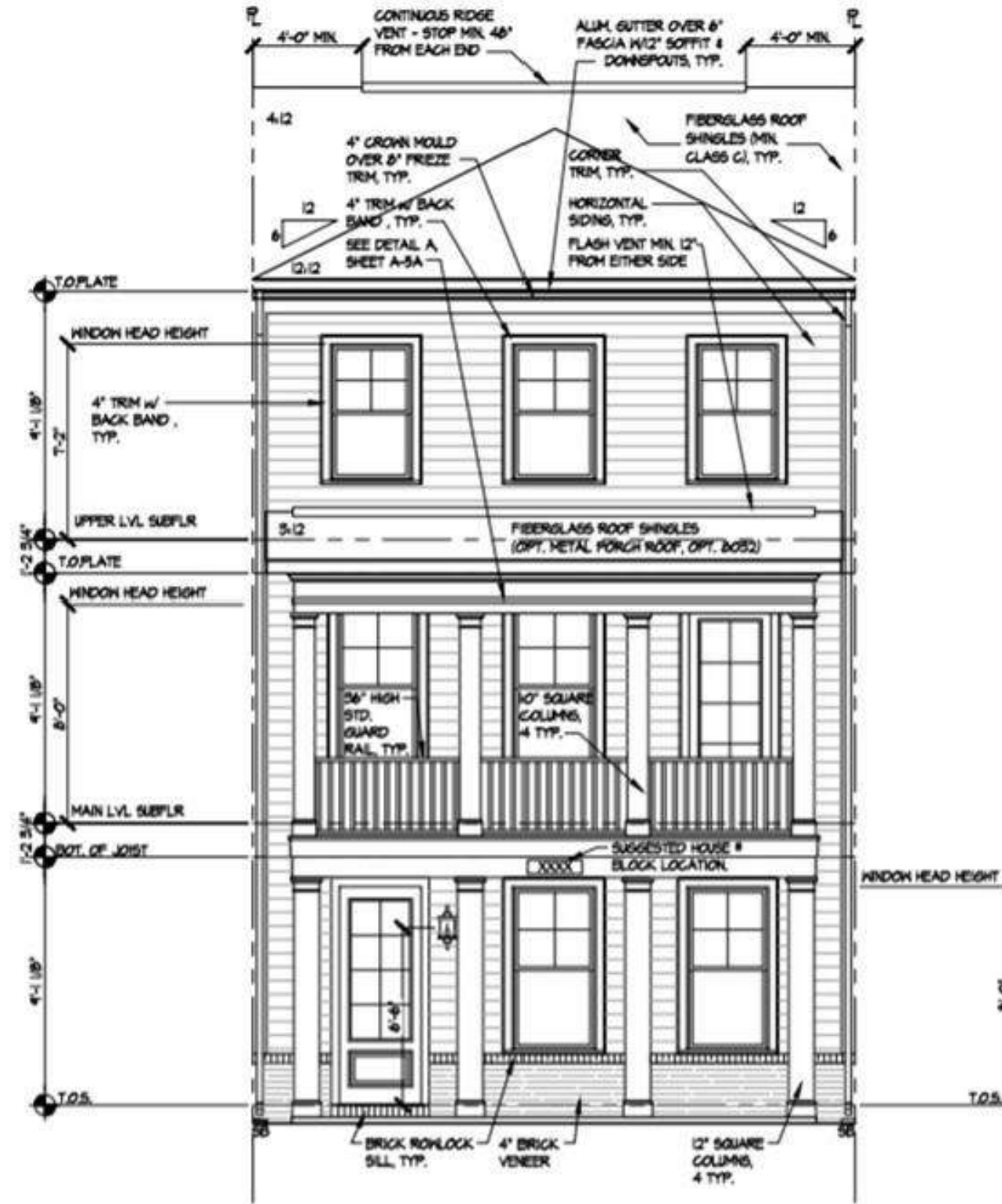
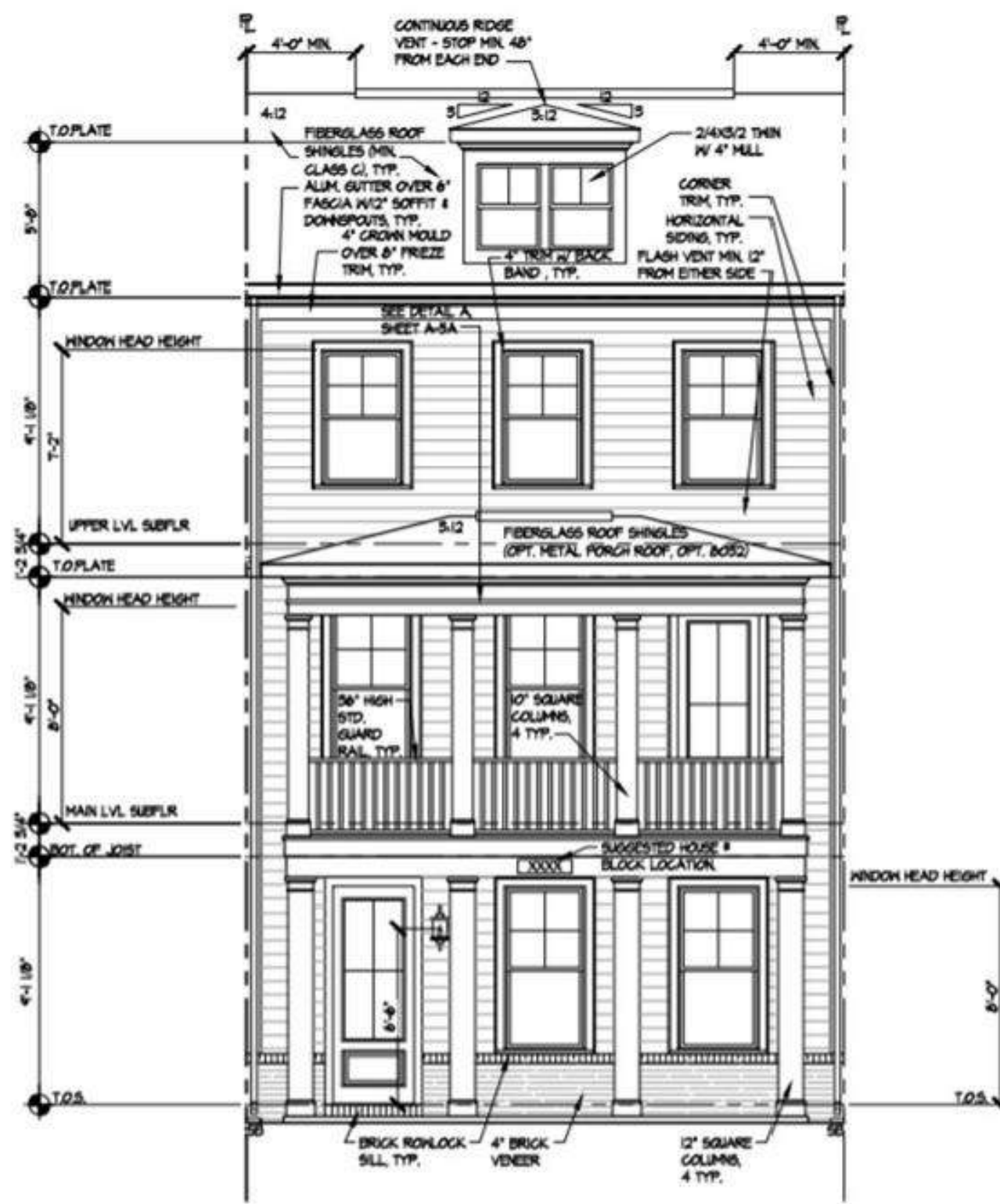
SHEET TITLE

SCHEMATIC SITE PLAN

SHEET NUMBER

**RZ-3**

NOTE: ELEVATIONS ARE TO BE CONSISTENT WITH THE APPROVED REZONING PLAN AND SUBJECT TO FINAL APPROVAL BY TOWN OF PINEVILLE PRIOR TO ISSUANCE OF BUILDING PERMITS



NOTE: THE PROVIDED ARCHITECTURAL ELEVATIONS ARE INTENDED TO CONVEY DESIGN INTENT AND ARE SUBJECT TO FINAL DESIGN. ELEVATIONS AS SHOWN TO MATCH APPROVED DESIGN CONCEPT, MATERIALS, SPACING, AND WINDOWS.

KEY MAP

SEAL



PROJECT

**PINEVILLE TOWNHOMES**

PINEVILLE, NC  
REZONING #2020-XXX

LANDDESIGN PROJ# 1020037

**REVISION / ISSUANCE**

NO.	DESCRIPTION	DATE
1	REZONING SUBMITTAL	09.23.20
2	REZONING SUBMITTAL	10.20.20
3	REZONING SUBMITTAL	11.19.20
4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

SCALE

VERT: N/A  
HORZ: NTS



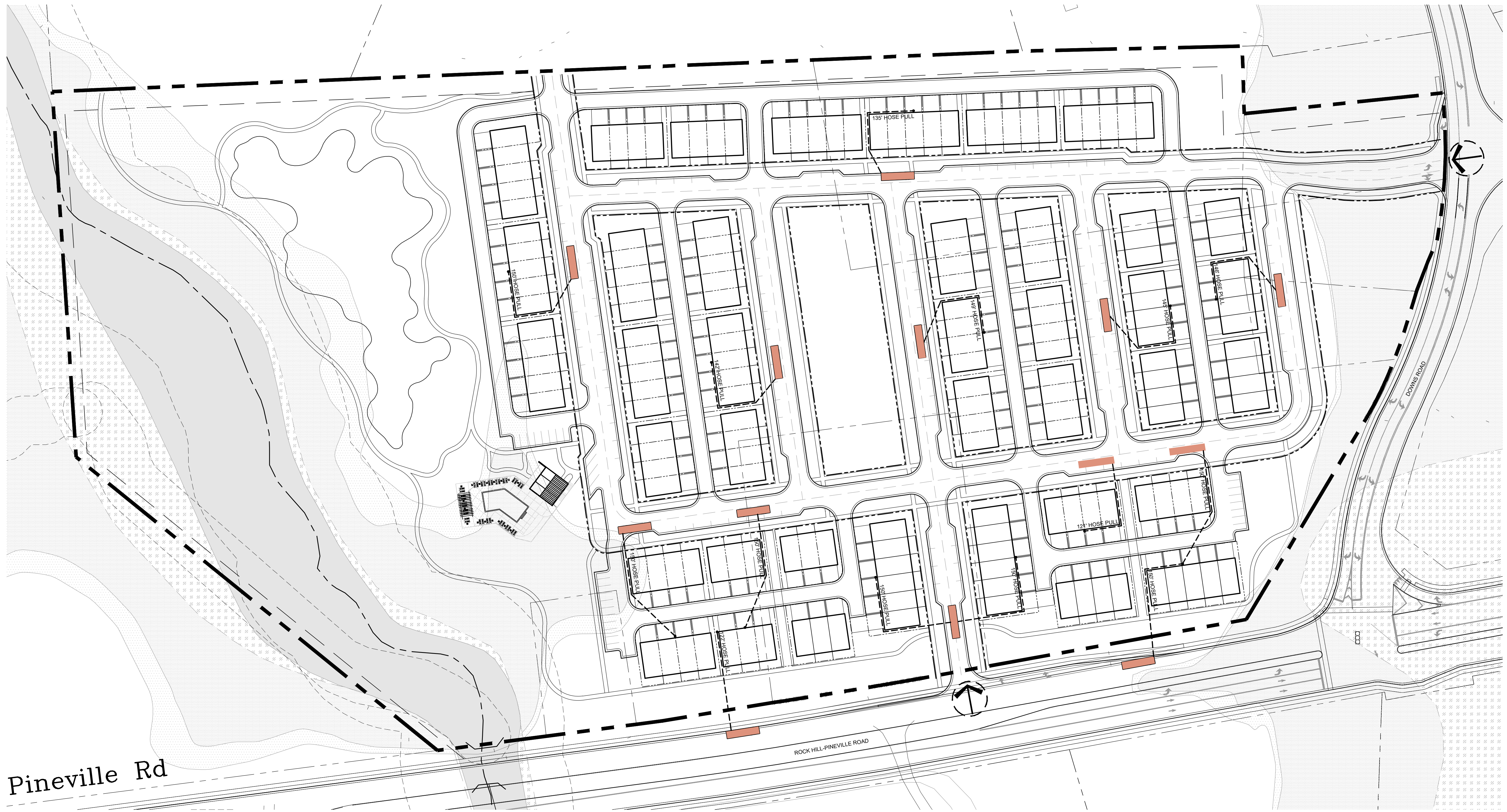
(NOT TO SCALE)

SHEET TITLE

ARCHITECTURAL ELEVATION

SHEET NUMBER

**RZ-4**



Pineville Rd

ROCK HILL-PINEVILLE ROAD

DOYINS ROAD

KEY MAP

SEAL



PROJECT

**PINEVILLE TOWNHOMES**

PINEVILLE, NC  
REZONING #2020-XXX

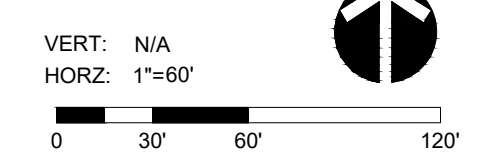
LANDDESIGN PROJ.# 1020037

**REVISION / ISSUANCE**

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1	REZONING SUBMITTAL	09.23.20
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4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

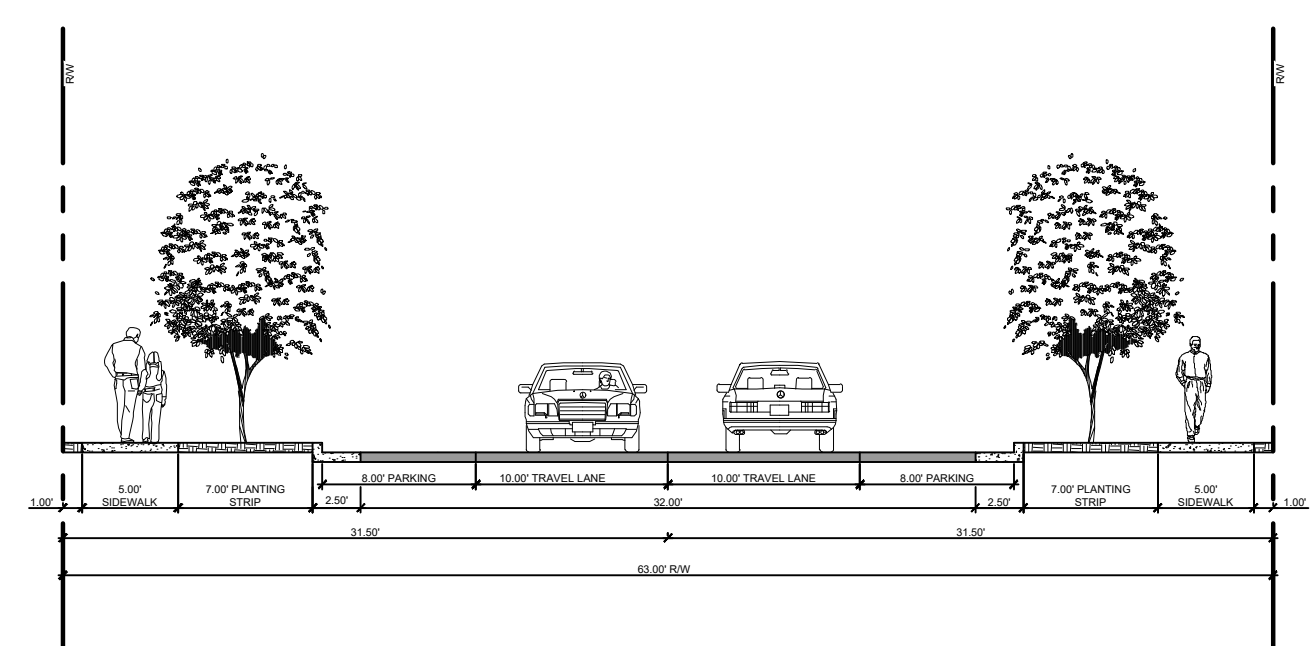
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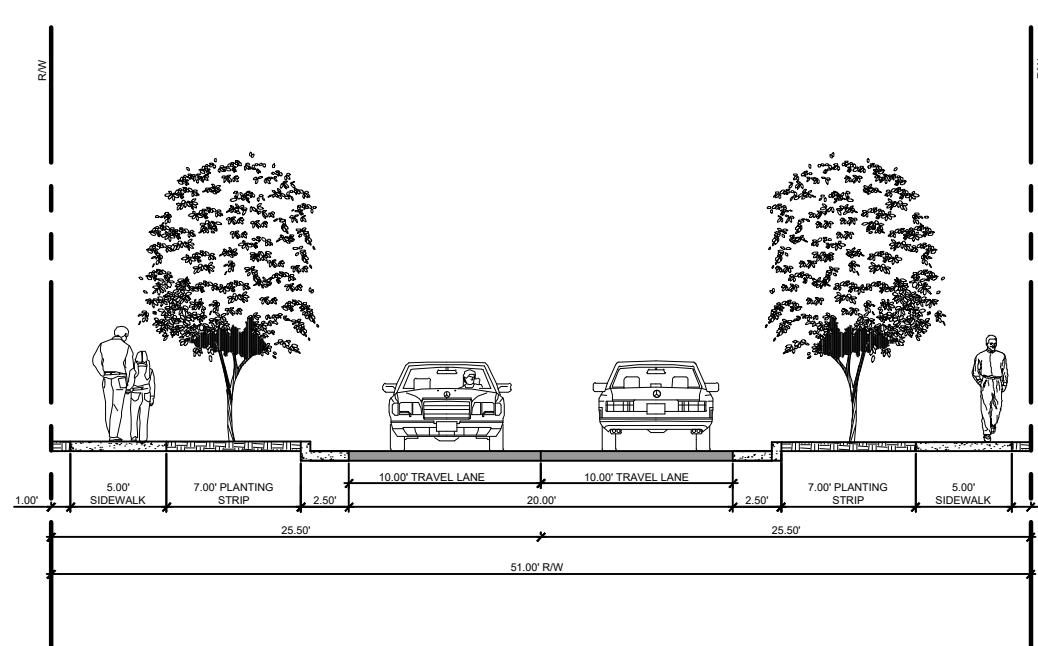
FIRE - TURNING MOVEMENTS

SHEET NUMBER

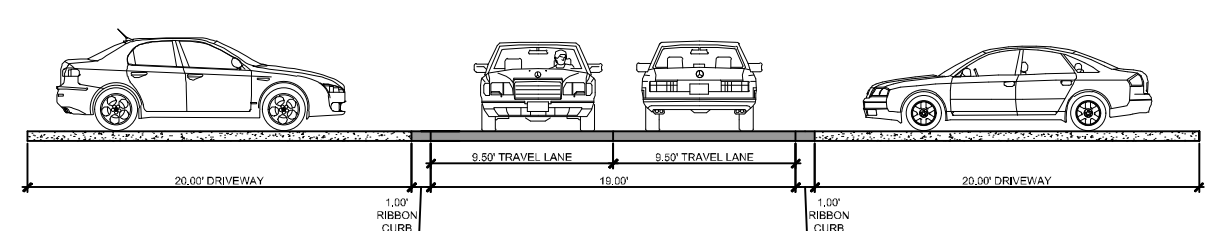
**RZ-5**



**PUBLIC STREET WITH ON STREET PARKING**  
1"=10'



**PUBLIC STREET**  
1"=10'



**\*PRIVATE ALLEY**  
1"=10'

\*ALLEY LANE MAY BE REDUCED TO 16' PER PINEVILLE TYP. SECTIONS DURING FINAL ENGINEERING, UNLESS FIRE ACCESS IS NEEDED, THEN ALLEY MUST REMAIN AT 20' WIDE MIN.

PINEVILLE TOWNHOMES

GENERAL NOTES

- BUILDINGS ON THE SITE WILL BE 3 STORY TOWNHOUSE BUILDINGS WITH AN AVERAGE HEIGHT IN FEET OF APPROXIMATELY 34 FEET AT THE FRONT BUILDING LINE.
- TOWN HOUSE UNITS WILL BE INDIVIDUALLY PARCELED/PLATTED.
- THE BUILDINGS ABOUT A NETWORK OF REQUIRED PUBLIC OR PRIVATE STREETS WITH EACH HAVING A MAIN PEDESTRIAN ENTRANCE FRONTING THESE STREETS. ALL GARAGE ENTRANCES WILL BE LOCATED OFF THE BACK OF THE BUILDINGS FROM AN ALLEY.
- UNITS WILL HAVE PORCHES OR COVERED STOOPS WITH WALKWAYS PROVIDED TO CONNECT THEM TO THE SIDEWALK LOCATED ALONG THE ADJACENT PUBLIC OR PRIVATE STREET.
- BUILDING ELEVATIONS HAVE BEEN DESIGNED WITH ARTICULATED FAÇADE FEATURES INCLUDING WALL OFFSETS, PROJECTIONS, AND CHANGES IN MATERIALS AND COLORS TO HELP BREAK UP THE MASS OF THE BUILDING. BUILDINGS HAVE ALSO BEEN DESIGNED WITH A RECOGNIZABLE ARCHITECTURAL BASE OF MASONRY OR STONE. NO VINYL SIDING WILL BE USED. SIDE ELEVATIONS OF THE BUILDINGS WILL BE CONSISTENT IN ARCHITECTURAL CHARACTER AND MATERIALS AS THE FRONT OF THE BUILDINGS.
- ELEVATIONS ARE COMPOSED OF A COMBINATION OF FIBER CEMENT PANELS AND TRIM, FIBER CEMENT LAP SIDING, OR FIBER CEMENT VERTICAL BOARD & BATTEN SIDING. BUILDINGS WILL ALSO HAVE A BASE OF BRICK OR STONE VENEER (INCLUDING PRECAST STONE OR SYNTHETIC STONE)
- WINDOWS TO BE VINYL, ALUMINUM OR WOOD MATERIAL.
- BUILDINGS WILL HAVE ARCHITECTURAL FIBERGLASS COMPOSITE SHINGLES AND ALL ROOF VENTS WILL BE PAINTED TO MATCH THE ROOF COLOR.
- ROLL OUT TRASH AND RECYCLING BINS WILL BE PROVIDED FOR EACH UNIT FOR PRIVATE TRASH AND RECYCLING COLLECTION. TRASH AND RECYCLING WILL BE SCREENED FROM ALLEY WHEN BEING STORED.

NOTE: THE ATTACHED CONCEPTUAL RENDERINGS ARE SOLELY FOR THE PURPOSE OF ILLUSTRATING THE DESIGN.

ARCHITECTURAL NOTES

ARCHITECTURAL COMPOSITION:

(REFER TO ARCHITECTURAL ELEVATIONS ON RZ-4)

NOTE: THE PROVIDED ARCHITECTURAL ELEVATIONS ARE INTENDED TO CONVEY DESIGN INTENT AND ARE SUBJECT TO FINAL DESIGN. THE DESIGN COMMITMENTS BELOW ARE BASED ON THE PROVIDED IMAGERY FOR THE REZONING OF THIS PROJECT. ELEVATIONS SHOWN TO MATCH APPROVED DESIGN CONCEPT, MATERIALS, SPACING, AND WINDOWS.

- IN AN EFFORT TO ENHANCE THE ARCHITECTURAL COMPATIBILITY, SCALE AND STREETScape PRESENCE FOR THE PROJECT, THE PETITIONER COMMITS TO THE FOLLOWING REQUIRED ARCHITECTURAL DETAILS THAT WILL APPLY TO ALL UNITS:
- MAXIMUM 6 UNITS IN A RUN (PER BUILDING)
- MINIMUM ROOF PITCH: 4:12
- MINIMUM 6" OVERHANG FOR GABLE ROOF OR MINIMUM 12" OVERHANG FOR EVE
- WINDOW MULLIONS ALONG FRONT FAÇADE WILL BE PROVIDED
- ARCHITECTURAL ROOF SHINGLES WILL BE PROVIDED
- VARIED UNIT PLACEMENT ALONG THE FAÇADE (PER BUILDING) TO BREAK THE ROOF LINE
- FIBER CEMENT BOARD, BOARD + BATTEN OR MASONRY FACADES (VINYL ACCEPTABLE FOR SOFFITS, WINDOWS AND OTHER ACCESSORY ARCHITECTURAL FEATURES)
- ANY PORCHES OR STOOPS WILL HAVE RAILINGS
- IDENTICAL INDIVIDUAL UNIT ELEVATIONS WILL NOT BE ALLOWED IMMEDIATELY ADJACENT TO ONE ANOTHER

ARCHITECTURAL COMPOSITION FOR EACH BUILDING FAÇADE (MULTIPLE UNITS - 6 MAX). ALL BUILDINGS WILL FEATURE ONE OF EACH OF THE FOLLOWING ARCHITECTURAL FEATURES

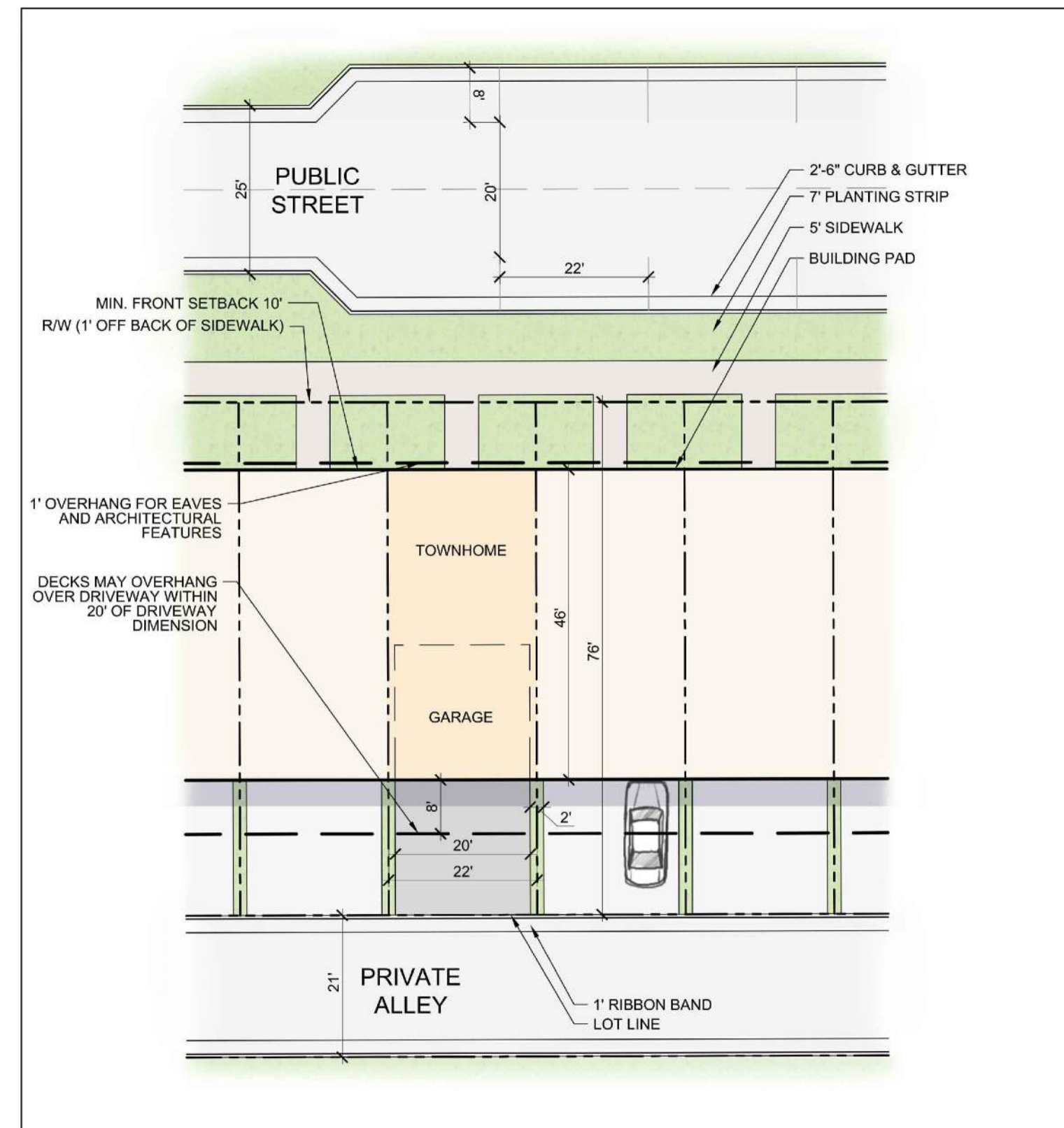
- FRONT PORCHES
- GABLE ROOF - FRONT OR SIDE FACING (FRONT FACING GABLE ROOF TO HAVE DECORATIVE VENT OR DECORATIVE TYPE BRACKETS)
- MASONRY FAÇADE FOR FULL UNIT FRONT ELEVATION (INDIVIDUAL UNIT ALONG A BUILDING FACE)
- A MINIMUM OF 2 STEPS (12" THRESHOLD) FROM SIDEWALK APPROACHING UP TO THE STOOP OR THE FRONT PORCH (HEIGHT DEPENDS ON FINAL GRADING & ENGINEERING FOR THE SITE)

IN ADDITION TO THE REQUIREMENTS OF THE 3 ARCHITECTURAL FEATURES ABOVE, THE FOLLOWING OPTIONAL ARCHITECTURAL DETAILS MAY BE INCORPORATED INTO THE BUILDING FAÇADES TO PROVIDE VARIATION AND SCALE ALONG THE STREETScape. THESE MAY BE USED AT THE PETITIONER'S DISCRETION THROUGHOUT THE PROJECT:

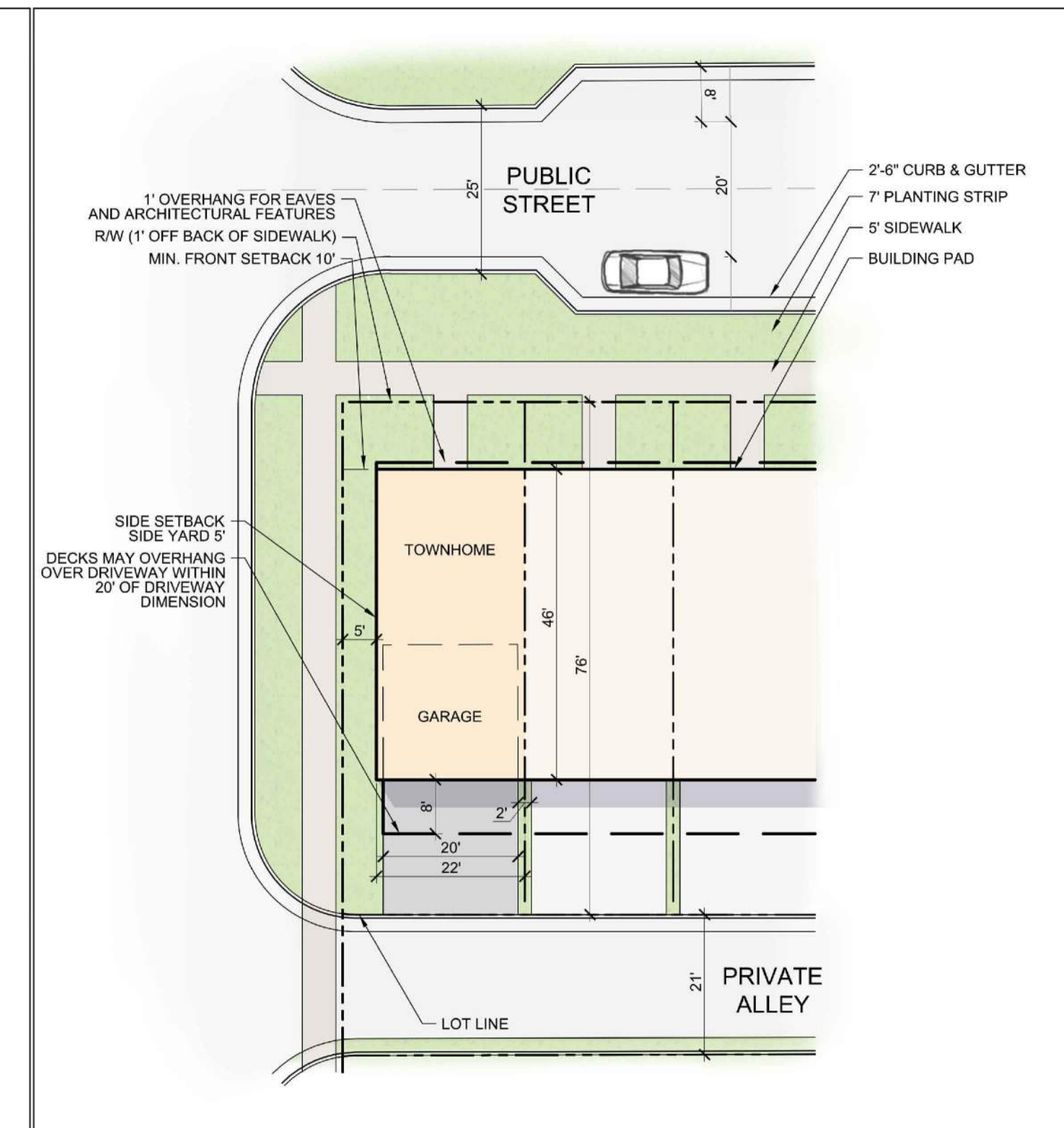
- ROOF VARIATION (GABLE/ FLAT/ DORMER WINDOWS)
- MASONRY FACADES
- BRICK OR MASONRY CLAD THE SLAB (IN THE CASE OF ELEVATED SLABS) AND HAVE CLAPBOARD OVERHANG THE BRICK.

ADDITIONAL LOT REQUIREMENTS:

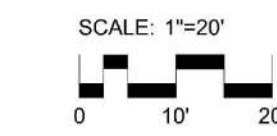
- MIN LOT SIZE: 1,100 SF SUBLOTS (PER UNIT)
- MIN FRONT SETBACK: 10'
- MIN REAR YARD: 20' DRIVEWAY
- MIN SIDE YARD/SETBACK: 5' FOR CORNER LOTS
- 1' OVERHANG FOR EAVES AND ARCHITECTURAL FEATURES



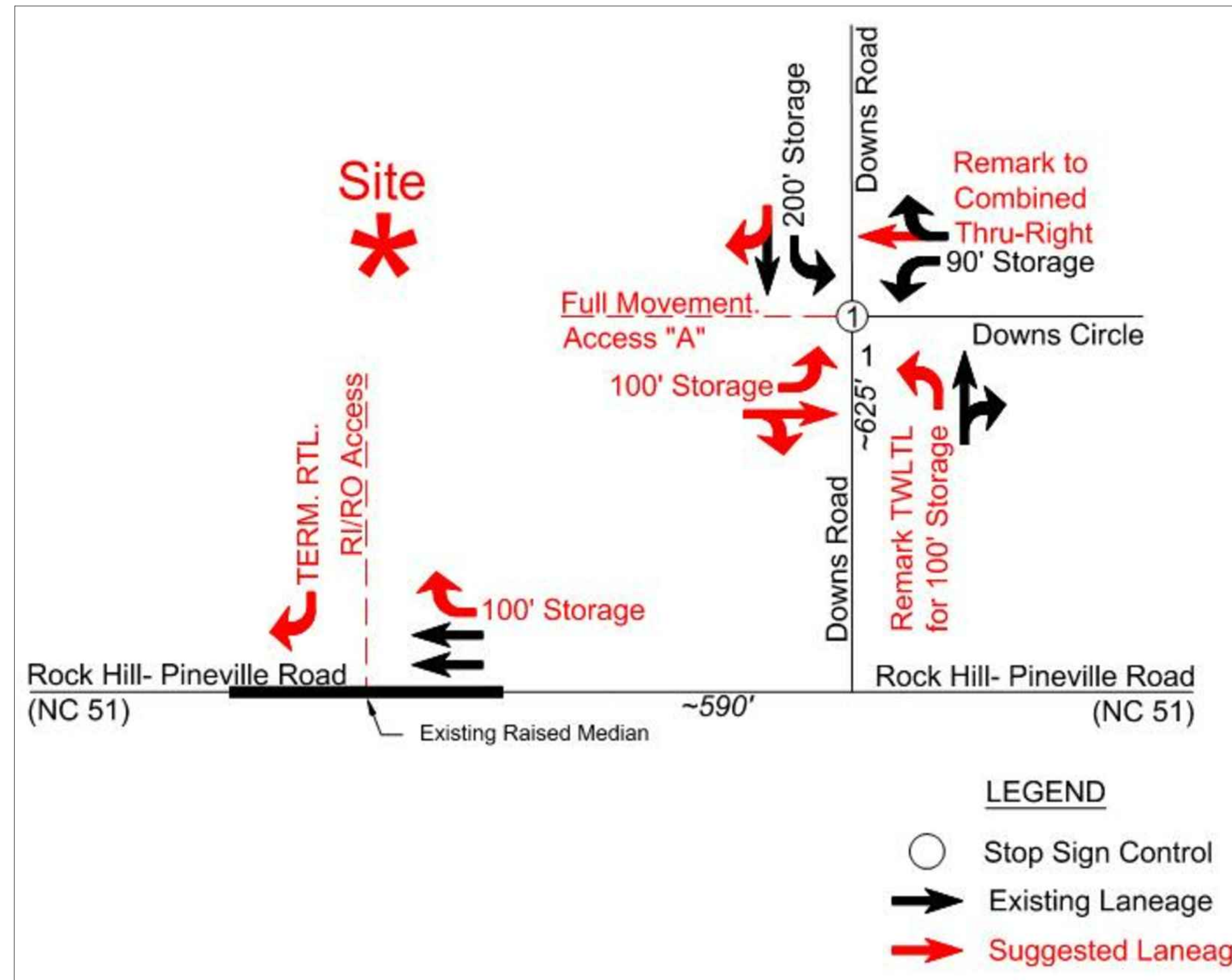
TYPICAL LOT PLAN



CORNER LOT PLAN



POTENTIAL LANEAGE



KEY MAP

SEAL



PROJECT

PINEVILLE TOWNHOMES

PINEVILLE, NC  
REZONING #2020-XXX

LANDDESIGN PROJ.# 1020037

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	REZONING SUBMITTAL	09.23.20
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4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

SCALE

VERT: N/A  
HORZ: N/A

SHEET TITLE

DEVELOPMENT STANDARDS

SHEET NUMBER

RZ-6





Memo To: Mayor and Council

From: Lisa Snyder, Town Clerk

Re: 150<sup>th</sup> Anniversary updates

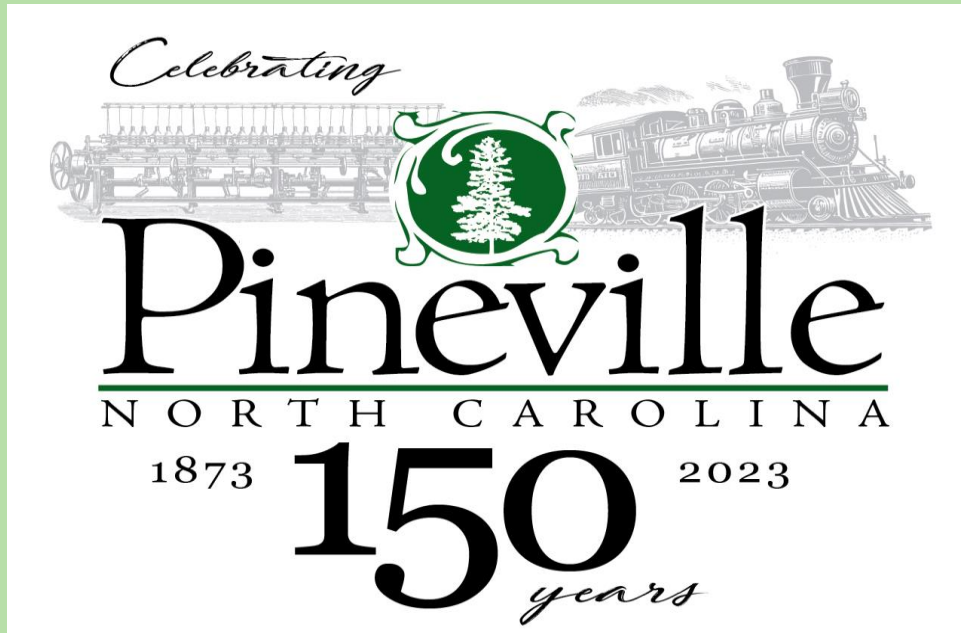
The 150<sup>th</sup> Anniversary Committee has been working hard to make plans for the Town's 150<sup>th</sup> Anniversary celebrations. Since approval of the logo, the banners that will be placed along Main Street have been ordered and should be ready to be displayed by mid-month. Bill stuffers announcing the 150<sup>th</sup> Anniversary went out in the mail last week for Electric and/or Communications billing.

We are reviewing merchandise to order for this event to include hats, t-shirts, and magnets. The 150<sup>th</sup> logo will be shown on each of these items. My Hometown books, by author Joe Griffin, Sr., have been ordered and will be sold soon. We are also discussing plans for Town of Pineville prize packs. If there are any Pineville businesses who would like to donate a gift card to these prize packages, please reach out to me.

I have invited the Downtown Merchants and the Pineville Chamber to invite area businesses to participate in the celebration by doing their own special events and promotions.

We are reviewing ideas for a time capsule, coloring pages for the students in Pineville, a pop-up museum to be set up in the library and/or the town hall lobby and possibly some photo opportunities.

I am really proud of my committee and the work they are putting into this to make it memorable for all.



The Town of Pineville is celebrating its 150<sup>TH</sup> Anniversary this year! Plans are underway for events & a celebration to be held over the Fall Fest weekend, OCTOBER 19<sup>TH</sup> through 21<sup>ST</sup>, at Jack Hughes Park and the surrounding area.

If you know someone who would like to donate or lend historical Pineville items for this celebration, please contact Lisa at [lsnyder@pinevillenc.gov](mailto:lsnyder@pinevillenc.gov), or call 704-889-2361.



August 3, 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 2024-1

For Council’s consideration at the August 8, 2023 Council Meeting, please find attached Budget Amendment 2024-1.

The purpose of the budget amendment is to increase **Fund Balance Appropriated** revenue and increase **multiple General Fund function** appropriations in the amount of **\$1,073,000** for expenditures associated with open purchase orders at year end.

The purpose of the budget amendment is to increase **Fund Balance Appropriated** revenue and increase **Electric Operations** appropriations in the amount of **\$1,165,000** for expenditures associated with open purchase orders at year end.

The purpose of the budget amendment is to increase **Fund Balance Appropriated** revenue and increase **CLEC Telephone Operations** appropriations in the amount of **\$11,600** for expenditures associated with open purchase orders at year end.

Staff recommends approval as presented.

**TOWN OF PINEVILLE NC**  
**BUDGET AMENDMENT #2024-1**  
**August 8, 2023**  
 FISCAL YEAR 2023-2024

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
<b>General Fund</b>					
3990.0000.10	Revenue	Fund Balance Appropriated	-	1,073,000	1,073,000
Total Fund Revenues			<u>19,242,000</u>	<u>1,073,000</u>	<u>20,315,000</u>
	Expenditure	General Government	2,800,974	115,000	2,915,974
	Expenditure	Public Safety	9,518,307	259,500	9,777,807
	Expenditure	Public Works - Transportation	1,752,080	665,000	2,417,080
	Expenditure	Recreation - Parks	670,117	33,500	703,617
Total Fund Expenditures			<u>19,242,000</u>	<u>1,073,000</u>	<u>20,315,000</u>
<b>Electric Fund</b>					
3990.0000.30	Revenue	Fund Balance Appropriated	-	1,165,000	1,165,000
Total Fund Revenues			<u>14,680,000</u>	<u>1,165,000</u>	<u>15,845,000</u>
	Expenditure	Electric Operations	14,680,000	1,165,000	15,845,000
Total Fund Expenditures			<u>14,680,000</u>	<u>1,165,000</u>	<u>15,845,000</u>
<b>CLEC Fund</b>					
3990.0000.42	Revenue	Fund Balance Appropriated	-	11,600	11,600
Total Fund Revenues			<u>1,631,626</u>	<u>11,600</u>	<u>1,643,226</u>
	Expenditure	CLEC Operations	1,631,626	11,600	1,643,226
Total Fund Expenditures			<u>1,631,626</u>	<u>11,600</u>	<u>1,643,226</u>

*DESCRIPTION: To increase Fund Balance Appropriated revenue and appropriate towards open encumbrances*

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Budget Officer



\_\_\_\_\_  
 Town Clerk

\_\_\_\_\_  
 Finance Director



## Memorandum

**To:** Mayor and Town Council

**From:** David Lucore, Electric Systems Manager, ElectriCities of NC, Inc.

**Date:** 8/8/2023

**Re:** Award of Labor Contract for Underground and Directional Boring Services for FY24

### Overview:

On behalf of the town of Pineville, ElectriCities staff solicited formal bids for Underground & Directional Boring Services for FY24. Contract forces are used to install electric and communications infrastructure for capital projects.

Due to the dollar amount of the approved FY24 capital projects, formal bidding was required. The first formal bid opening occurred on June 28, 2023. NCGS § 143-132 requires a minimum of three bids for the bids to be opened publicly. Only two bids were received, so there was no public opening.

The solicitation was re-advertised, and another bid opening occurred on July 18, 2023. Again, two bids were received, however, there is no minimum number of bids required for the second solicitation. Bids were opened and read publicly. A summary of those bids is below.

### BID SUMMARY from July 18, 2023:

Lamberts Cable Splicing Company, LLC -	\$2,883,353.80
Lee Electrical Construction, LLC -	\$5,551,665.25

### Attachments:

Capital Projects Approved for FY24, containing one page.  
 Bid Summary, containing one page.  
 Notice and Instructions to Bidders, containing 10 pages.  
 Contract documents, containing 13 pages.

### Recommendation:

Staff requests Council to approve the award of a contract with Lamberts Cable Splicing Company, LLC for Underground & Directional Boring Services for FY24 in the amount not to exceed \$2,883,353.80 and authorize the town manager to execute all documents.

### Procedure:

Motion to award contract for Underground & Directional Boring Services for FY24 to Lamberts Cable Splicing Company, LLC in an amount not to exceed \$2,883,353.80 and authorize the town manager to execute all documents.

**Town of Pineville**  
**Capital Projects for Electric and Communications**  
**Approved for FY24**

---

Carolina Logistics Park – Commercial/Industrial Development

Church & College – New Building

Coventry – 167 Townhomes

Distribution St. Upgrades

Downs Road Bulk Feeder

Highway 51 Lighting

Industrial Dr. Upgrades

Lighting Projects

New Residential Subdivisions

Miller Farm – 250 Single Family Homes

Utility Line Burial

TOWN OF HUNTERSVILLE, NC      UNDERGROUND & DIRECTIONAL BORING SVCS      BID OPENING: JULY 18, 2023 @ 10 am  
 LOCATION: 505 Main St, Pineville, NC 28134

**BID SUMMARY**

AGENT: DAVID LUCORE, ELECTRIC SYSTEMS MANAGER, ELECTRICITIES OF NC, INC.  
 COMPANY

	Lee Electrical	Lamberts		
Pipe Installation Cost	\$ 2,927,660.00	\$ 1,466,608.00		
Gen. Construction Cost	\$ 651,640.00	\$ 279,987.00		
Open Trench Cost	\$ 776,970.00	\$ 401,812.50		
Boxes & Pads Cost	\$ 320,293.50	\$ 80,203.30		
SL's & Sec. Lights Cost	\$ 200,748.50	\$ 69,687.50		
TX's & Switchgears Cost	\$ 151,689.50	\$ 35,828.75		
Terminations Cost	\$ 66,213.75	\$ 81,326.75		
Wire & Cable Cost	\$ 456,450.00	\$ 467,900.00		
<b>Total Cost</b>	<b>\$ 5,551,665.25</b>	<b>\$ 2,883,353.80</b>		

I attest that these bids were received and have been recorded above accurately according to the bid submissions.

*David E. Lucore*

David E. Lucore

7/18/2023

Date

**NOTICE AND INSTRUCTIONS TO BIDDERS**

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

Sealed bids are being sought by ElectriCities of NC, Inc. on behalf of the Town of Pineville, NC (hereinafter referred to as "Owner") for the furnishing of **Underground and Directional Boring Services** including labor and equipment for construction and maintenance on the Town's 7.2/12.47 kV electric distribution system and communications system for Fiscal Year 24. This is a **sealed formal bid** according to NCGS § 143-129.

A bid package may be obtained from the Managing Agent for the Owner by e-mail request to [dlucore@electricities.org](mailto:dlucore@electricities.org).

You may mail your bid or hand deliver to: **ElectriCities of NC, Inc., Town of Pineville, NC, 505 Main St., Pineville, NC 28134; ATTN: David Lucore with Sealed Bid for Town of Pineville: Underground and Directional Boring Services, Do Not Open Until 10 am, July 18, 2023,** indicated on outside of envelope.

Bid(s) must be returned on the attached proposal sheet showing unit prices fully extended and the proposal page completed in its entirety by **July 18, 2023, at 10 AM**. Bidder will be required to comply with all applicable statutes and regulations. Bidder is responsible for the timely delivery of their bid before the deadline. **All bids received after this time will be immediately rejected and returned to the bidder unopened.**

A public bid opening will be held at **10 AM EST on July 18, 2023**, at the Town of Pineville Town Hall Conference Room, located at 505 Main St., Pineville, NC 28134. At this time, the bids will be opened and read publicly.

All bids must be valid for the period from August 1, 2023, to June 30, 2024, pending Council approval and award of bid.

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

Incomplete bids or those lacking the required information will be rejected. The Owner reserves the right to waive minor defects and informalities that would not prejudice other bidders, and which speak to the responsiveness of the bid. Mathematical errors may be grounds for removal of bid as set forth in NCGS § 143-129.1.

Contractors shall hold State of North Carolina Contractor's License(s) of the class required to perform the specified work. Contractor's License number shall be included in the proposal to be considered.

David E. Lucore, Electric Systems Manager



### Bid Specifications

1. The successful bidder will furnish all labor and equipment which may be necessary to install materials and equipment for the Town of Pineville's electric distribution system and communications system.
2. An estimated quantity of items budgeted for FY24, based on current information, is included. These are estimated quantities and are not guaranteed during the contract period. The schedule and availability of work in FY24 will vary based on many factors including weather, readiness of the project, availability of materials, etc.
3. Contractor will be paid for actual quantities of units installed, in place and as measured and/or verified by Owner representatives.
4. The Owner will provide plans for each project to the contractor approximately one month before the estimated construction start date. Contractor will produce an estimated cost based on unit prices and Electricities or the town will authorize the work to begin with an approved work order issued to the contractor.
5. The Owner will provide all materials for each project. A standard percentage markup will be established for use when the Contractor provides materials when it is mutually agreed to be more efficient and approved by Owner. The total sum of materials provided by the Contractor shall not exceed \$29,999 in cost.
6. The price(s) quoted for each unit item by each bidder shall contain, and shall be deemed to contain in the price, any amounts which are estimated to be payable by the Bidder for any and all taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment contained in each project. The bidder shall be solely responsible for the payment of any such taxes.
7. The Owner and Contractor shall mutually agree on an acceptable price for units required but not contained in the proposal by the issuance of a Change Order approved by Owner representatives.
8. The Contractor awarded the contract shall reimburse the Owner the cost for all loss, breakage, or theft of materials once they have taken delivery of them from any warehouse or storage location operated by the Owner.
9. Contractor is responsible for the transportation of materials received from the Owner's warehouse or storage location to each project site.
10. All materials left over or scrapped as part of any project shall remain the property of the Owner and contractor shall transport such items as directed by Owner for reuse or disposal.
11. Each proposal shall be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation (FDIC) payable to the order of the Owner, or a Bidder's Bond acceptable by the Owner and running in favor of the Owner, in an amount equal to 5% of the maximum price of the bid.
12. The check or Bidder's Bond shall be returned to contractors whose bid was not accepted and or if the proposal is accepted and a contract is executed, the check or Bidder's Bond shall be returned within thirty (30) days to the bidder; except that each Bidder agrees that provided its proposal was one of the 3 lowest bids, each such proposal shall be firm and binding upon each bidder and each check shall be retained by the Owner for a period not exceeding ninety (90) days from the date of the public bid opening.
13. The successful bidder will be required to enter into a contract with the Owner and furnish Performance and Payment Bonds for the full contract amount to guarantee the full performance of the contract.

**CONTRACTOR'S PROPOSAL (Bidder or Contractor)**  
**TO: TOWN OF HUNTERSVILLE, NC (Owner)**

**LABOR AND EQUIPMENT PROPOSAL for FY24**

**SECTION 1.**

- A. The projects to be worked under this contract will be in and around the Town of Huntersville, NC.
- B. Contractor, hereinafter called the "Bidder" or "Contractor", shall have familiarized himself/herself with all conditions likely to be encountered affecting the cost and schedule of work. The Contractor agrees and warrants that he/she has:
  - 1. Inspected the construction units and proposes a fair and reasonable cost for each unit according to current market rates.
  - 2. Agreed to provide labor, equipment, transportation, and all other items necessary (other than bulk materials, which will be provided by the Owner) required to construct, repair and/or maintain the Town of Huntersville's electric distribution system in accordance with industry standard practices, federal and state regulations applicable to work of this type, town policies and procedures. Agrees and understands that plans, specifications, and construction standards will be provided by the Owner on a project-by-project basis.
- C. Bidder acknowledges that he/she has carefully examined the contract documents and understands the requirements contained therein and that the documents are appropriate and adequate for contracting with the Owner, and that Bidder has an adequately trained staff of employees who can perform the work on a project-by-project basis in a competent, professional, and workmanlike manner.
- D. Bidder further acknowledges that he/she has or has at their disposal the equipment, machinery, and facilities necessary to perform the work competently.
- E. Bidder declares that this proposal, in all aspects is fair and is provided in good faith without collusion or fraud and that only the person or persons named in this proposal have any interest in this proposal or in the contract to be entered into with the Owner.
- F. Bidder agrees to provide labor and equipment to install units at the prices listed below with one or more crews in complete accordance with the contract documents:

	Unit	UOM	Est. Qty	Unit Price	Total Est. Price
<b>I.</b>	<b>DIRECTIONAL BORING UNITS</b>				
<b>a.</b>	<b>Pipe Installation Units</b>				
1.	(1) 1" - 1 1/2" HDPE	Linear Ft	5000	\$ 10.50	\$ 52,500.00
2.	(1) 2" - 2 1/2" HDPE	Linear Ft	7000	\$ 13.12	\$ 91,840.00
3.	(2) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 21.00	\$ 8,400.00
4.	(3) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 33.60	\$ 42,000.00
5.	(4) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 36.25	\$ 45,312.50
6.	(5) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 42.00	\$ 52,500.00
7.	(1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 15.75	\$ 6,300.00
8.	(1) 2" - 2 1/2" & (2) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 17.32	\$ 6,928.00
9.	(2) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	1250	\$ 23.10	\$ 28,875.00
10.	(2) 2" - 2 1/2" & (2) 1" - 1 1/2" HDPE	Linear Ft	1250	\$ 26.25	\$ 32,812.50
11.	(3) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 35.70	\$ 14,280.00
12.	(4) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	1250	\$ 42.00	\$ 52,500.00
13.	(5) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 46.20	\$ 18,480.00
14.	(1) 3" HDPE	Linear Ft	2500	\$ 21.00	\$ 52,500.00
15.	(2) 3" HDPE	Linear Ft	500	\$ 27.30	\$ 13,650.00
16.	(3) 3" HDPE	Linear Ft	1500	\$ 37.80	\$ 56,700.00
17.	(4) 3" HDPE	Linear Ft	7500	\$ 33.60	\$ 252,000.00
18.	(1) 3" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 23.10	\$ 9,240.00
19.	(1) 3" & (2) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 25.20	\$ 10,080.00
20.	(1) 3" & (1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 29.40	\$ 11,760.00
21.	(1) 3" & (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 34.65	\$ 13,860.00
22.	(1) 3" & (3) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 37.80	\$ 47,250.00

23. (1) 3" & (4) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 42.00	\$ 16,800.00
24. (4) 3" & (1) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 37.80	\$ 47,250.00
25. (1) 4" HDPE	Linear Ft	2000	\$ 23.10	\$ 46,200.00
26. (2) 4" HDPE	Linear Ft	900	\$ 35.70	\$ 32,130.00
27. (3) 4" HDPE	Linear Ft	1000	\$ 42.00	\$ 42,000.00
28. (1) 4" & (1) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 27.30	\$ 10,920.00
29. (1) 4" & (1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 29.40	\$ 11,760.00
30. (1) 4" & (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 35.70	\$ 14,280.00
31. (1) 6" HDPE	Linear Ft	5000	\$ 33.60	\$ 168,000.00
32. Rock Adder for Directional Bore	Linear Ft	2000	\$ 78.75	\$ 157,500.00

**Pipe Installation Units Total** \$1,466,608.00

**b. General Construction Units**

33. Asphalt, Cut & Remove 0" - 5" thick	Sq Ft.	2000	\$ 15.75	\$ 31,500.00
34. Asphalt, Cut & Remove 6" - 10" Thick	Sq. Ft.	500	\$ 26.25	\$ 13,125.00
35. Concrete, Cut & Remove 0" - 4" Thick	Sq. Ft.	2000	\$ 15.75	\$ 31,500.00
36. Concrete, Cut & Remove 5" - 8" Thick	Sq. Ft.	500	\$ 31.50	\$ 15,750.00
37. Concrete, Replace 3,000 psi 4" Thick	Sq. Ft.	2000	\$ 15.75	\$ 31,500.00
38. Locates, 12" Core Hole & Restore	Each	200	\$ 157.50	\$ 31,500.00
39. Dig, Barricade & Restore 4' x 4' x 3' Pit	Each	100	\$ 315.00	\$ 31,500.00
40. Locates, 24" Core Hole & Restore	Each	100	\$ 315.00	\$ 31,500.00
41. Locate, Existing Conduits by Excavating, Removal of landscaping, debris & foreign objects	Hour	100	\$ 162.75	\$ 16,275.00
42. Excavating and Relocating Existing Conduits Up to 6"	Hour	100	\$ 144.75	\$ 14,475.00
43. Excavation of existing conduit due to obstructions that would prevent the installation of cable. by normal means	Hour	100	\$ 162.94	\$ 16,294.00
44. Install pulling string by use of pneumatic tooling, in conduit up to 6"	Hour	100	\$ 150.68	\$ 15,068.00

**General Construction Units Total** \$279,987.00

**c. Open Trench Units**

45. Open Trench 18" W x 36" D	Linear Ft	30000	\$ 4.20	\$ 126,000.00
46. Open Trench 18" W x 48" D	Linear Ft	25000	\$ 4.72	\$ 118,000.00
47. Open Trench 24" W x 60" D	Linear Ft	5000	\$ 5.25	\$ 26,250.00
48. Rock Adder for Open Trench	Linear Ft	500	\$ 157.50	\$ 78,750.00
49. Add 1" - 1 1/2" Duct to Trench	Linear Ft	10000	\$ 1.21	\$ 12,100.00
50. Add 2" - 2 1/2" Duct to Trench	Linear Ft	25000	\$ 1.21	\$ 30,250.00
51. Add 3" Duct to Trench	Linear Ft	5000	\$ 1.41	\$ 7,050.00
52. Add 4" Duct to Trench	Linear Ft	1500	\$ 1.41	\$ 2,115.00
53. Add 6" Duct to Trench	Linear Ft	750	\$ 1.73	\$ 1,297.50

**Open Trench Units Total** \$401,812.50

**II. MATERIALS INSTALLATION UNITS**

**a. Boxes & Pads Units**

54. Box, Splice, Streetlight, 10" x 15", w/Conn.	Each	200	\$ 26.25	\$ 5,250.00
55. Enclosure, Fiberglass, 15 kV	Each	50	\$ 48.25	\$ 2,412.50
56. Junction, 15 kV, 200A, 2-Point	Each	50	\$ 267.75	\$ 13,387.50
57. Junction, 15 kV, 200A, 3-Point	Each	50	\$ 325.50	\$ 16,275.00
58. Junction, 15 kV, 200A, 4-Point	Each	25	\$ 325.50	\$ 8,137.50

59. Junction, 15 kV, 600A, 3-Point	Each	25	\$ 362.50	\$ 9,062.50
60. Pad, Switchgear, 15 kV, PME-9, & ME-11	Each	15	\$ 478.80	\$ 7,182.00
61. Pad, Transformer, 1-Ph	Each	65	\$ 144.37	\$ 9,384.05
62. Pad, Transformer, 3-Ph	Each	25	\$ 334.43	\$ 8,360.75
63. Pedestal, Secondary, UG, 1-Ph	Each	10	\$ 75.15	\$ 751.50

**Boxes & Pads Units Total** \$80,203.30

**d. Streetlights & Security Lights Units**

64. Fixture, Streetlight, Decorative	Each	100	\$ 78.75	\$ 7,785.00
65. Fixture, Street or Security, Standard, w/arm	Each	50	\$ 81.25	\$ 4,062.50
66. Pole, AL, Decorative, 10' - 16' for SL	Each	100	\$ 157.50	\$ 15,750.00
67. Pole, AL or Fiberglass, Std, 20' 30', for SL	Each	50	\$ 210.00	\$ 10,500.00
68. Foundation, Pole, Direct Bury, for SL	Each	100	\$ 315.00	\$ 31,500.00

**Streetlights & Security Lights Total** \$35,828.75

**e. Transformers & Switchgear Units**

69. 25 KVA - 100 KVA 1-Ph Install	Each	75	\$ 143.85	\$ 10,788.75
70. 167 KVA 1-Ph Install	Each	10	\$ 236.25	\$ 2,362.50
71. 75 KVA - 500 KVA 3-Ph Install	Each	10	\$ 333.90	\$ 3,339.00
72. 750 KVA & Larger 3-Ph Install	Each	5	\$ 378.00	\$ 1,890.00
73. Grounding ASSY, for Pad-Mtd. Enclosures	Each	120	\$ 62.00	\$ 7,440.00
74. PME-9 Switchgear Install	Each	10	\$ 488.25	\$ 4,882.50
75. PME-11 Switchgear Install	Each	10	\$ 512.60	\$ 5,126.00

**Transformers & Switchgears Total** \$35,828.75

**f. Termination Units**

76. Adapter, 15 kV, 200A, Reducing	Each	100	\$ 31.50	\$ 3,150.00
77. Bracket, Insulated Standoff, 15 kV	Each	25	\$ 52.30	\$ 1,307.50
78. Bracket, Insulated, Feed-Thru, 15 kV	Each	25	\$ 52.30	\$ 1,307.50
79. Bushing Insert, 15 kV, Loadbreak, 200A	Each	150	\$ 52.30	\$ 7,845.00
80. Bushing Insert, 15 kV, LB, 200A, Feed-Thru	Each	50	\$ 52.30	\$ 2,615.00
81. Cap, Insulated, Protective, 15 kV, 200A	Each	100	\$ 52.30	\$ 5,230.00
82. Cap, Insulated, Protective, 15 kV, 600A	Each	50	\$ 52.30	\$ 2,615.00
83. Elbow, 15 kV, 200A, Loadbreak	Each	100	\$ 120.75	\$ 12,075.00
84. Elbow, 15 kV, 600 A Deadbreak, T-Body	Each	50	\$ 141.75	\$ 7,087.50
85. Elbow, Arrester, 15 kV	Each	35	\$ 79.30	\$ 2,775.50
86. Elbow, Fused, 15 kV	Each	25	\$ 162.75	\$ 4,068.75
87. Riser, House, 200A, Install & Connect	Each	200	\$ 132.00	\$ 26,400.00
88. Wire, Secondary, Any Size	Each	1000	\$ 4.85	\$ 4,850.00

**Terminations Total** \$81,325.75

**g. Wire & Cable Units**

89. (1) 1/0 Primary, AL, 15 kV, JCN, URD	Linear Ft	50000	\$ 1.41	\$ 70,500.00
90. (3) 1/0 Primary, AL, 15 kV, JCN, URD	Linear Ft	5000	\$ 3.30	\$ 16,500.00
91. 2/0 TPX Aluminum, 600V, UG	Linear Ft	3000	\$ 1.20	\$ 3,600.00
92. #2 STR, Copper, Bare	Linear Ft	10000	\$ 1.05	\$ 10,500.00
93. 350 QPX, Aluminum, 600V, UG	Linear Ft	25000	\$ 1.45	\$ 36,250.00
94. 4/0 TPX, Aluminum, 600V, UG	Linear Ft	20000	\$ 1.25	\$ 25,000.00
95. 4/0 QPX, Aluminum, 600V, UG	Linear Ft	35000	\$ 1.45	\$ 50,750.00
96. #6/3 Streetlight, Aluminum, 600V, UG	Linear Ft	10000	\$ 1.25	\$ 12,500.00
97. (1) 750 MCM Pri., AL, 15 kV, JCN, URD	Linear Ft	10000	\$ 1.73	\$ 17,300.00
98. (3) 750 MCM Pri., AL, 15 kV, JCN, URD	Linear Ft	30000	\$ 7.50	\$ 225,000.00

**Wire & Cable Install Total** \$467,900.00

LABOR AND EQUIPMENT PROPOSAL

SUMMARY

<u>UNITS</u>	<u>SUBTOTAL COST</u>
<u>DIRECTIONAL BORING UNITS</u>	
a. Pipe Installation Units	\$ <u>1,466,608.<sup>00</sup></u>
b. General Construction Units	\$ <u>279,987.<sup>00</sup></u>
c. Open Trench Units	\$ <u>401,812.50</u>
<u>MATERIALS INSTALLATION UNITS</u>	
a. Boxes & Pads Units	\$ <u>80,203.30</u>
b. Streetlights & Security Lights Units	\$ <u>19,687.50</u>
c. Transformers & Switchgear Installation Units	\$ <u>35,828.75</u>
d. Terminations Units	\$ <u>81,326.75</u>
e. Wire & Cable Units	\$ <u>407,900.<sup>00</sup></u>
<u>TOTAL COST</u>	\$ <u>2,883,353.80</u>

SECTION 2.

- a. **Licensing** – Contractor, by submitting a bid, represents that he/she possesses a valid Contractor’s License(s) Number(s): 1135088, that authorizes him/her to perform the work specified in the proposal in the state of North Carolina. The Contractor further agrees to notify the Owner immediately of any change in the status of said License(s).
- b. **Equipment** – All vehicles and equipment used in the performance of this contract shall be in excellent condition and shall be properly maintained to ensure their safety and efficiency and shall present an acceptable image to the public. All vehicles shall be marked with the contractor’s name in some fashion to be quickly identified.
- c. **Equipment Staging** – Owner has limited space available at their operations facility and cannot provide room for the staging of Bidder’s vehicles and equipment. There may be other Owner sites that accommodate this, however, in the event that suitable space cannot be provided by the Owner, the Bidder agrees to find suitable staging area(s) for all vehicles and equipment at his/her own expense.
- d. **Employee Conduct** – Contractor agrees to provide a staff of professional employees who will:
  - 1. Always conduct themselves in a professional manner.
  - 2. Always display the highest regard for safety.
  - 3. Always be courteous and professional in all dealings with the Owner’s staff and the public.
  - 4. Always display the highest integrity and ethical decision-making skills.
  - 5. Wear uniforms or clothing that is good repair and condition and is marked with the company name to easily identify them as employees.

- 4. Always display the highest integrity and ethical decision-making skills.
- 5. Wear uniforms or clothing that is good repair and condition and is marked with the company name to easily identify them as employees.
- e. **Materials** – If, during the performance of work under this contract, the contractor needs miscellaneous materials, such as but not limited to, lumber, grass seed, straw, fittings, etc. and it is identified as more efficient and possibly more cost effective for the Contractor to furnish those items, the contractor shall be allowed a standard percentage markup of 10% for the furnishing of those materials with the Owner's or Owner's Representative's approval. Invoices or receipts for all items purchased shall be submitted to Owner before payment will be made. In any case, the total of all miscellaneous items purchased by the contractor shall not exceed \$29,999 during the contract term.
- f. **Miscellaneous Materials** - The Contractor agrees that when it is necessary to construct units that are not contained in the proposal, the Owner and Contractor shall determine and agree on a fair market rate for each unit. The Contractor shall submit a Change Order to the Owner and the Owner must approve the Change Order before any such item(s) are authorized. Contractor shall use the Change Order form attached hereto as part of this proposal.
- g. **Estimated Units** - The Contractor, by submitting a bid, agrees and understands that the estimated units listed in the proposal are estimates only and the Owner may specify any number or combination of numbers of units as the Owner deems necessary.
- h. **Taxes** – The Contractor agrees to provide unit prices include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project due to taxes levied by any taxing authority upon the sale, purchase or use of materials, supplies, or equipment to be incorporated in the project as part of such unit(s). The Bidder agrees to pay all such taxes and to furnish to the Owner and all appropriate taxing authorities all required documentation and reports pertaining thereto.
- i. **Temporary Work** – All temporary work, which the Bidder performs for his convenience in constructing the project shall be installed and removed at his own expense.

NAME OF BIDDER: LAMBERTS CABLE SPLICING LLC  
 BY: [Signature] TITLE: President  
 ADDRESS OF BIDDER: 2521 S. WESLEYAN BLVD. ROCKY MOUNT NC 27803  
 LICENSE NUMBER(S): U. 35088

The Proposal must be signed with the full name of the Bidder. In the case of a partnership, the Proposal must be signed in the firm name by each partner. In the case of a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation. A typewritten copy of all such names and signatures shall be appended.

The Bidder must accompany his bid proposal with an Affidavit of Compliance with N.C. E-Verify Status.

STATE OF NORTH CAROLINA  
TOWN OF PINEVILLE  
COUNTY OF MECKLENBURG

AFFIDAVIT OF COMPLIANCE WITH  
N.C. E-VERIFY STATUS

By executing this affidavit, the undersigned contractor verifies its compliance with N.C.G.S § 64-26, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Town of Pineville, NC, is duly authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in N.C.G.S. § 64-26.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by N.C.G.S. § 64-26.

Lamberts Cable Splicing Company LLC  
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 14, 2023, in Rocky mount (city), N.C (state).

John Gilbert  
Signature of Authorized Officer or Agent

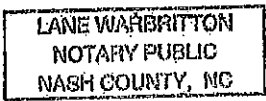
John Gilbert  
Executive Vice President  
Printed Name and Title of Authorized Officer or Agent

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the 14<sup>th</sup> day of July, 2023.

Notary Public: Lane Warbritton

My Commission Expires: 3-13-2026





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204866

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ana W Oliveras

all of the city of Palm Beach, state of Florida each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By: *[Signature]*

David M. Carey, Assistant Secretary

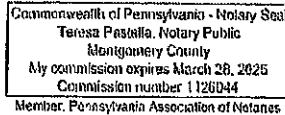
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: *[Signature]*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of June, 2023



By: *[Signature]*

Renee C. Llewellyn, Assistant Secretary



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 95323-LIB-23-0240

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Lamberts Cable Splicing Company, LLC

† Cleveland Street, Suite 900  
Gordonsville, VA 22942

**OWNER:**

*(Name, legal status and address)*

ElectriCities of NC, Inc. on behalf of the Town of Pineville, NC  
505 Main St.  
Pineville, NC 28134

**SURETY:**

*(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
State of Inc: MA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Town of Pineville: Underground and Directional Boring Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of June, 2023

DocuSigned by:  
Melinda Perry  
DocuSigned by: 02E8B88A42F3451  
*(Witness)*

Camille Cruz  
*(Witness)* Camille Cruz, Surety Witness

Lamberts Cable Splicing Company, LLC  
*(Principal)* Teresa Adcock *(Seal)*  
Principal Accounting Office  
*(Title)*

Liberty Mutual Insurance Company  
*(Surety)* Ana W. Oliveras *(Seal)*  
*(Title)* Ana W Oliveras, Attorney-in-Fact



505 Main St  
PO Box 249  
Pineville, NC 28134  
(704) 889-2291

CONTRACT FOR SERVICES

**Firm: Name** Lamberts Cable Splicing, LLC  
**Address** 2521 S. Wesleyan Blvd.  
**City, State, Zip:** Rocky Mount, NC 27803  
**Project Manager Name** Dwayne Corzine  
**Project Manager email:** dcorzine@electricities.org

**PROJECT:**  
**ADDRESS:** Pineville, NC  
**Phone:** (252) 414-1980

This Contract for Services, and all exhibits, (collectively this "Contract") is entered into this 7<sup>th</sup> day of August 2023, by and between, the Town of Pineville, a municipal corporation of the State of North Carolina, (the "Town") and Lamberts Cable Splicing Co., LLC (the "Firm") located at 2521 S. Wesleyan Blvd., Rocky Mount, NC 27803.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- 1. Scope of Services. The Contractor agrees to perform for the Town the following services according to the following requirements:

The Firm agrees to provide services as needed to complete each project, on a task order basis. Each individual project shall constitute the "Work." The Scope of Services and Pricing Sheet is attached as Exhibit C, which is incorporated herein by reference. A new Scope of Services and Pricing Sheet shall be attached with each new project and task order. The terms of this Contract, with the exception of the Scope of Services and Pricing Sheet, shall apply to each project, unless otherwise agreed. The Firm represents to the Town that the hourly billing rates are the Firm's standard billing rates. Any meetings not included in the Scope of Services in Exhibit C will be considered "Additional Services." Rates for additional Services will be identified either in writing at Exhibit E or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services.

**The total sum of all project invoices shall not exceed \$2,883,353.80.**

The Firm will be responsible for providing employees to complete the Work in accordance with Town standards. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Firm further agrees to defend, indemnify, and save harmless the Town for claims and liabilities resulting from negligence,

errors or omissions of the Firm, including, but not limited to, the employees, technicians or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Town reserves the right to terminate this Contract, or an individual project, based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of work, accuracy of documents etc.) The Town reserves the right to remove any or all work described in Exhibit C Scope of Services and Pricing Sheet at any time and for any reason, and no payment will be made by the Town to the Firm for any work removed.

2. Contract Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
3. Standard Terms and Conditions. The Standard Terms and Conditions attached hereto as Exhibit A shall be a part of this Contract and each project. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Time for Performance of the Work. The Firm shall begin the as described in the task order or Notice to Proceed for each project from the Town. The Work must be completed as described in the task order or Notice to Proceed.
5. Payment for Services. In consideration of the Work and services as described in the Scope of Services, the Town will pay the Firm, in accordance with the submitted fee schedule attached hereto as Exhibit D, the sum described in each task order and Scope of Services provided, which shall be paid thirty (30) days after receipt of undisputed invoices delivered. The Firm will invoice the Town upon completion of the Work.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Pineville, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Firm**

**Town of Pineville**

Name:

\_\_\_\_\_  
Name of Contractor (type or print)

\_\_\_\_\_  
Town Manager

By:

\_\_\_\_\_  
(Signature)

Attest: \_\_\_\_\_  
Town Clerk

Title:

\_\_\_\_\_

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

Attest:

\_\_\_\_\_  
(Secretary, if a corporation)

\_\_\_\_\_  
Finance Director

**EXHIBIT A**  
**STANDARD TERMS & CONDITIONS**

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.

8. **Indemnification.** To the greatest extent allowed by North Carolina law, the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Pineville, Accounts Payable, PO Box 664, Pineville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
- When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.
10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents

- and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
  15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
  16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
  17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
  18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
  19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Pineville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Pineville. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
  20. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
  21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem

appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Pineville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.



## ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including

but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflict of Interest.** The Contractor agrees to be bound by the Town's Uniform Guidance Conflict of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract<sup>1</sup>.

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<sup>1</sup> 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

**EXHIBIT B**  
**MINIMUM INSURANCE REQUIREMENTS**

The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

**a. Worker's Compensation and Employer's Liability**

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

**b. Comprehensive General Liability Insurance**

The Contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

**c. Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

**d. Other Insurance**

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

**e. Proof of Carriage**

The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.

**EXHIBIT C**  
**SCOPE OF SERVICES & PRICING SHEET**

FORMAL BID PROPOSAL

TOWN OF PINEVILLE, NC

BID MUST BE SUBMITTED BY: JULY 18, 2023 @ 10 AM

UNDERGROUND & DIRECTIONAL BORING UNITS FY24

COMPANY SUBMITTING BID: Lamberts Cable Splicing Co, LLC

REPRESENTATIVE NAME: Billy Butts

CONTACT NUMBER: (252) 414-1980

E-MAIL ADDRESS: [billy.butts@lambertcable.com](mailto:billy.butts@lambertcable.com)

**I. DIRECTIONAL BORING UNITS**

		UOM	Qty	Price Each	Total Price
1	Pipe Installation Units				
1	(1) 1" - 1 1/2" HDPE	Linear Ft	5000	\$ 10.50	\$ 52,500.00
2	(1) 2" - 2 1/2" HDPE	Linear Ft	7000	\$ 13.12	\$ 91,840.00
3	(2) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 21.00	\$ 8,400.00
4	(3) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 33.60	\$ 42,000.00
5	(4) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 36.25	\$ 45,312.50
6	(5) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 42.00	\$ 52,500.00
7	(1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 15.75	\$ 6,300.00
8	(1) 2" - 2 1/2" & (2) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 17.32	\$ 6,928.00
9	(2) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	1250	\$ 23.10	\$ 28,875.00
10	(2) 2" - 2 1/2" & (2) 1" - 1 1/2" HDPE	Linear Ft	1250	\$ 26.25	\$ 32,812.50
11	(3) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 35.70	\$ 14,280.00
12	(4) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	1250	\$ 42.00	\$ 52,500.00
13	(5) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 46.20	\$ 18,480.00
14	(1) 3" HDPE	Linear Ft	2500	\$ 21.00	\$ 52,500.00
15	(2) 3" HDPE	Linear Ft	500	\$ 27.30	\$ 13,650.00
16	(3) 3" HDPE	Linear Ft	1500	\$ 37.80	\$ 56,700.00
17	(4) 3" HDPE	Linear Ft	7500	\$ 33.60	\$ 252,000.00
18	(1) 3" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 23.10	\$ 9,240.00
19	(1) 3" & (2) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 25.20	\$ 10,080.00
20	(1) 3" & (1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 29.40	\$ 11,760.00
21	(1) 3" & (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 34.65	\$ 13,860.00
22	(1) 3" & (3) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 37.80	\$ 47,250.00
23	(1) 3" & (4) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 42.00	\$ 16,800.00
24	(4) 3" & (1) 2" - 2 1/2" HDPE	Linear Ft	1250	\$ 37.80	\$ 47,250.00
25	(1) 4" HDPE	Linear Ft	2000	\$ 23.10	\$ 46,200.00
26	(2) 4" HDPE	Linear Ft	900	\$ 35.70	\$ 32,130.00
27	(3) 4" HDPE	Linear Ft	1000	\$ 42.00	\$ 42,000.00
28	(1) 4" & (1) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 27.30	\$ 10,920.00
29	(1) 4" & (1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$ 29.40	\$ 11,760.00
30	(1) 4" & (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$ 35.70	\$ 14,280.00
31	(1) 6" HDPE	Linear Ft	5000	\$ 33.60	\$ 168,000.00
32	Rock Adder for Directional Bore	Linear Ft	2000	\$ 78.75	\$ 157,500.00
	<b>Pipe Installation Units Total</b>			\$	\$ 1,466,608.00

II. General Construction Units		UOM	Qty	Price Each	Total Price
33	Asphalt, Cut & Remove 0" - 5" thick	Sq Ft.	2000	\$ 15.75	\$ 31,500.00
34	Asphalt, Cut & Remove 6" - 10" Thick	Sq. Ft.	500	\$ 26.25	\$ 13,125.00
35	Concrete, Cut & Remove 0" - 4" Thick	Sq. Ft.	2000	\$ 15.75	\$ 31,500.00
36	Concrete, Cut & Remove 5" - 8" Thick	Sq. Ft.	500	\$ 31.50	\$ 15,750.00
37	Concrete, Replace 3,000 psi 4" Thick	Sq. Ft.	2000	\$ 15.75	\$ 31,500.00
38	Locates, 12" Core Hole & Restore	Each	200	\$ 157.50	\$ 31,500.00
39	Dig, Barricade & Restore 4' x 4' x 3' Pit	Each	100	\$ 315.00	\$ 31,500.00
40	Locates, 24" Core Hole & Restore	Each	100	\$ 315.00	\$ 31,500.00
41	Locate, Existing Conduits by Excavating, Removal	Hour	100	\$ 162.75	\$ 16,275.00
42	Excavating and Relocating Existing Conduits Up to 6"	Hour	100	\$ 144.75	\$ 14,475.00
43	Excavation of existing conduit due to obstructions that would prevent the installation of cable by normal means	Hour	100	\$ 162.94	\$ 16,294.00
44	Install pulling string by use of pneumatic tooling in conduit up to 6"	Hour	100	\$ 150.68	\$ 15,068.00
<b>General Construction Units Total</b>				<b>\$</b>	<b>\$ 279,987.00</b>

III. Open Trench Units		UOM	Qty	Price Each	Total Price
45	Open Trench 18" W x 36" D	Linear Ft	30000	\$ 4.20	\$ 126,000.00
46	Open Trench 18" W x 48" D	Linear Ft	25000	\$ 4.72	\$ 118,000.00
47	Open Trench 24" W x 60" D	Linear Ft	5000	\$ 5.25	\$ 26,250.00
48	Rock Adder for Open Trench	Linear Ft	500	\$ 157.50	\$ 78,750.00
49	Add 1" - 1 1/2" Duct to Trench	Linear Ft	10000	\$ 1.21	\$ 12,100.00
50	Add 2" - 2 1/2" Duct to Trench	Linear Ft	25000	\$ 1.21	\$ 30,250.00
51	Add 3" Duct to Trench	Linear Ft	5000	\$ 1.41	\$ 7,050.00
52	Add 4" Duct to Trench	Linear Ft	1500	\$ 1.41	\$ 2,115.00
53	Add 6" Duct to Trench	Linear Ft	750	\$ 1.73	\$ 1,297.50
<b>Open Trench Units Total</b>				<b>\$</b>	<b>\$ 401,812.50</b>

IV. MATERIALS INSTALLATION UNITS		UOM	Qty	Price Each	Total Price
<b>a. Boxes &amp; Pads Units</b>					
54	Box, Splice, Streetlight, 10" x 15", w/Connectors	Each	200	\$ 26.25	\$ 5,250.00
55	Enclosure, Fiberglass, 15 kV	Each	50	\$ 48.25	\$ 2,412.50
56	Junction, 15 kV, 200A, 2-Point	Each	50	\$ 267.75	\$ 13,387.50
57	Junction, 15 kV, 200A, 3-Point	Each	50	\$ 325.50	\$ 16,275.00
58	Junction, 15 kV, 200A, 4-Point	Each	25	\$ 325.50	\$ 8,137.50
59	Junction, 15 kV, 600A, 3-Point	Each	25	\$ 362.50	\$ 9,062.50
60	Pad, Switchgear, 15 kV, PME-9, & ME-11	Each	15	\$ 478.80	\$ 7,182.00
61	Pad, Transformer, 1-Ph	Each	65	\$ 144.37	\$ 9,384.05
62	Pad, Transformer, 3-Ph	Each	25	\$ 334.43	\$ 8,360.75
63	Pedestal, Secondary, UG, 1-Ph	Each	10	\$ 75.15	\$ 751.50
<b>Boxes &amp; Pads Units Total</b>				<b>\$</b>	<b>\$ 80,203.30</b>

b. Streetlights & Security Lights Units		UOM	Qty	Price Each	Total Price
64	Fixture, Streetlight, Decorative	Each	100	\$ 78.75	\$ 7,875.00
65	Fixture, Street or Security, Standard, w/arm	Each	50	\$ 81.25	\$ 4,062.50
66	Pole, AL, Decorative, 10' - 16' for Streetlight	Each	100	\$ 157.50	\$ 15,750.00
67	Pole, AL or Fiberglass, Standard, 20' 30', for SL	Each	50	\$ 210.00	\$ 10,500.00
68	Foundation, Pole, Direct Bury, for Streetlight	Each	100	\$ 315.00	\$ 31,500.00
<b>Streetlights &amp; Security Lights Total</b>					<b>\$ 69,687.50</b>
c. Transformers & Switchgear Units					
69	25 KVA - 100 KVA 1-Ph Install and Connect	Each	75	\$ 143.85	\$ 10,788.75
70	167 KVA 1-Ph Install & Connect	Each	10	\$ 236.25	\$ 2,362.50
71	75 KVA - 500 KVA 3-Ph Install & Connect	Each	10	\$ 333.90	\$ 3,339.00
72	750 KVA & Larger 3-Ph Install & Connect	Each	5	\$ 378.00	\$ 1,890.00
73	Grounding Assembly, for Pad-Mtd. Enclosures	Each	120	\$ 62.00	\$ 7,440.00
74	PME-9 Switchgear Install & Connect	Each	10	\$ 488.25	\$ 4,882.50
75	PME-11 Switchgear Install & Connect	Each	10	\$ 512.60	\$ 5,126.00
<b>Transformers &amp; Switchgears Total</b>					<b>\$ 35,828.75</b>
d. Termination Units					
76	Adapter, 15 kV, 200A, Reducing	Each	100	\$ 31.50	\$ 3,150.00
77	Bracket, Insulated Standoff, 15 kV	Each	25	\$ 52.30	\$ 1,307.50
78	Bracket, Insulated Standoff, Feed-Thru, 15 kV	Each	25	\$ 52.30	\$ 1,307.50
79	Bushing Insert, 15 kV, Loadbreak, 200A	Each	150	\$ 52.30	\$ 7,845.00
80	Bushing Insert, 15 kV, LB, 200A, Feed-Thru	Each	50	\$ 52.30	\$ 2,615.00
81	Cap, Insulated, Protective, 15 kV, 200A	Each	100	\$ 52.30	\$ 5,230.00
82	Cap, Insulated, Protective, 15 kV, 600A	Each	50	\$ 52.30	\$ 2,615.00
83	Elbow, 15 kV, 200A, Loadbreak	Each	100	\$ 120.75	\$ 12,075.00
84	Elbow, 15 kV, 600 A Deadbreak, T-Body	Each	50	\$ 141.75	\$ 7,087.50
85	Elbow, Arrester, 15 kV	Each	35	\$ 79.30	\$ 2,775.50
86	Elbow, Fused, 15 kV	Each	25	\$ 162.75	\$ 4,068.75
87	Riser, House, 200A, Install & Connect	Each	200	\$ 132.00	\$ 26,400.00
88	Wire, Secondary, Any Size	Each	1000	\$ 4.85	\$ 4,850.00
<b>Terminations Total</b>					<b>\$ 81,326.75</b>
e. Wire & Cable Units					
89	(1) 1/0 Primary, AL, 15 kV, JCN, URD	Linear Ft	50000	\$ 1.41	\$ 70,500.00
90	(3) 1/0 Primary, AL, 15 kV, JCN, URD	Linear Ft	5000	\$ 3.30	\$ 16,500.00
91	2/0 TPX Aluminum, 600V, UG	Linear Ft	3000	\$ 1.20	\$ 3,600.00
92	#2 STR, Copper, Bare	Linear Ft	10000	\$ 1.05	\$ 10,500.00
93	350 QPX, Aluminum, 600V, UG	Linear Ft	25000	\$ 1.45	\$ 36,250.00
94	4/0 TPX, Aluminum, 600V, UG	Linear Ft	20000	\$ 1.25	\$ 25,000.00
95	4/0 QPX, Aluminum, 600V, UG	Linear Ft	35000	\$ 1.45	\$ 50,750.00
96	#6/3 Streetlight, Aluminum, 600V, UG	Linear Ft	10000	\$ 1.25	\$ 12,500.00
97	(1) 750 MCM Primary, AL, 15 kV, JCN, URD	Linear Ft	10000	\$ 1.73	\$ 17,300.00
98	(3) 750 MCM Primary, AL, 15 kV, JCN, URD	Linear Ft	30000	\$ 7.50	\$ 225,000.00
<b>Wire &amp; Cable Install Total</b>					<b>\$ 467,900.00</b>
<b>TOTAL BID</b>				<b>\$</b>	<b>2,883,353.80</b>

# WORKSHOP MEETING



**To:** Town Council  
**From:** Travis Morgan  
**Date:** 8/8/2023  
**Re:** Coventry Plan Amendment (*Action Item*)

---

**BACKGROUND:**

The former Baynard property at the NW corner of Highway 51 and Downs Road was approved with a conditionally approved site-specific plan for 166 townhomes of January 12 2021. The development is called Coventry now by StanleyMartin.

**PROPOSAL:**

Ron Willing on behalf of Stanley Martin homes requests your consideration to adjust the lot lines between the townhome community and the commercial/industrial property to the North. As part of the driveway approval NCDOT required a sight distance easement across the commercial/industrial property in question located at 12616 Downs Road currently owned by Yoshino Properties. In exchange for the easement; the amount of property shown from the Coventry development is to be deeded over to Yoshino properties. Since the property line is also the zoning line; a rezoning of the portion of property is needed.

**FROM:** Coventry      **TO:** Yoshino properties

**SIZE:** approximately 20 feet by 110.38 feet or 2,207.6 square feet

**ACTION 1 REQUESTED:** Minus area as shown from Coventry conditional approved plan to give to Yoshino Properties

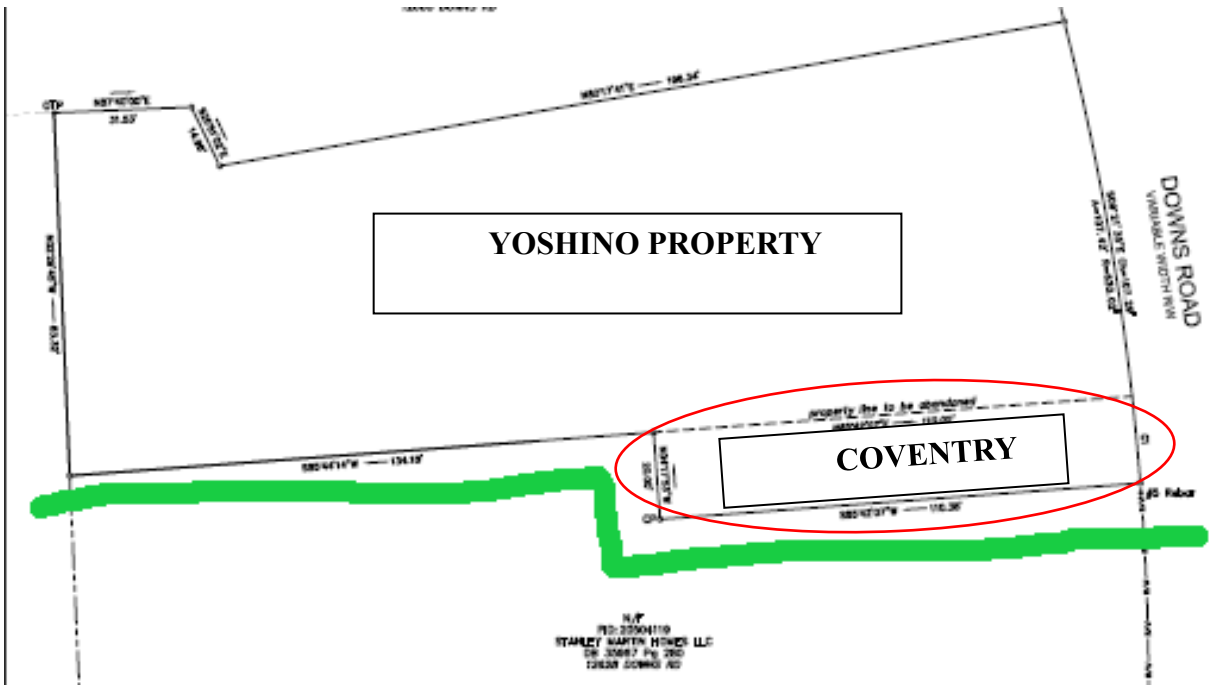
**ACTION 2 RECOMMENDED:** Rezone RMX(CD) Coventry piece shown on the attached proposed recombination survey to G-I (industrial) to match existing Yoshino property zoning to the North.

**STAFF COMMENT:**

The proposal requires Council approval since changes the property within an existing conditional zoning approval and adjusts zoning district lines to avoid split zoning a property. The approved Coventry Townhome development had a 20-foot-wide landscape buffer running along the Northern property line. Staff recommends the proposal with the condition that the 20-foot landscape buffer remains and is curved South around the new property line as proposed. See attached.

**PROCEDURE:**

This is a legislative procedure with the standard conditional zoning process. Council may vote to approve, disapprove, or to approved with modifications as mutually agreed upon with the applicant. Approval vote will find the proposal consistent with adopted plans per State General Statues. Disapproval should state reasons and inconsistency with adopted plans as related to State General Statues.



**PLANT SCHEDULE**

NO.	SYMBOL	PLANT NAME	QUANTITY	PLANT SIZE	PLANT TYPE
1	(Symbol)	...	...	...	...
2	(Symbol)	...	...	...	...
3	(Symbol)	...	...	...	...
4	(Symbol)	...	...	...	...
5	(Symbol)	...	...	...	...
6	(Symbol)	...	...	...	...
7	(Symbol)	...	...	...	...
8	(Symbol)	...	...	...	...
9	(Symbol)	...	...	...	...
10	(Symbol)	...	...	...	...

**NOTE:** ADDITIONAL PLANTING TO BE PROVIDED AND PLANTED AS THE BUFFER AREA IS DETERMINED BY THE LOCAL HEALTH DEPARTMENT. PLANT MATERIAL MAY VARY TO AVOID VANDALISM AND IS UNGUARANTEED.



**LandDesign**

Professional Seal

**PINEVILLE TOWNHOMES**

PROJECT NO. [REDACTED]

DATE: [REDACTED]

SCALE: [REDACTED]

**REVISIONS / ISSUANCES**

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	11/20/2024
2	ISSUE FOR PERMIT	11/20/2024
3	ISSUE FOR PERMIT	11/20/2024
4	ISSUE FOR PERMIT	11/20/2024
5	ISSUE FOR PERMIT	11/20/2024

**SCHEMATIC SITE PLAN**

RZ-3



Office Use Only:

Application #:

Payment Method: Cash  Check  Credit Card  Amount \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

## Zoning Application

**Note:** Application will not be considered until all required submittal components listed have been completed

Applicant's Name: Stanley Martin Homes, LLC Phone: 704-808-1132

Applicant's Mailing Address: 820 Forest Point Cr Suite 100, Charlotte, NC 28273

### Property Information:

Property Location: 12628 Downs Road, Pineville, NC 28134

Property Owner's Mailing Address: 820 Forest Point Cr Suite 100, Charlotte, NC 28273

Property Owner Name: Stanley Martin Homes, LLC Phone: 704-808-1132

Tax Map and Parcel Number: 20504119 Existing Zoning: RMX

### Which are you applying (Check all that apply):

Rezoning by Right  Conditional Zoning  Conditional Rezoning  Text Amendment

### Fill out section(s) that apply:

#### Rezoning by Right:

Proposed Rezoning Designation \_\_\_\_\_

#### Conditional Zoning:

Proposed Conditional Use Remove selected area from prior approved Coventry plan

Acreage \_\_\_\_\_ Square Feet \_\_\_\_\_ Approximate Height \_\_\_\_\_ # of Rooms \_\_\_\_\_

Parking Spaces Required \_\_\_\_\_ Parking Spaces Provided \_\_\_\_\_ **\*\*Please Attach Site Specific Conditional Plan**

#### Conditional Rezoning:

Proposed Conditional Rezoning Designation \_\_\_\_\_

#### Text Amendment:

Section \_\_\_\_\_ Reason \_\_\_\_\_

Proposed Text Change (Attach if needed) \_\_\_\_\_

I do hereby certify that all information which I have provided for this application is, to the best of my knowledge, correct.

  
Signature of Applicant

5/31/23  
Date

\_\_\_\_\_  
Signature of Property Owner (If not Applicant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Town Official

\_\_\_\_\_  
Date

County of Mecklenburg

I, \_\_\_\_\_, Review Officer of Mecklenburg County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer \_\_\_\_\_ Date \_\_\_\_\_

Exemption Certificate

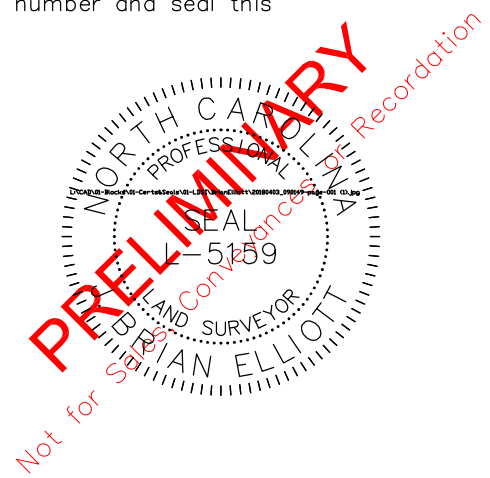
I hereby certify that this subdivision of land is exempt from the Town of Pineville Subdivision Ordinance.

Planning Director \_\_\_\_\_ Date \_\_\_\_\_

I, J. Brian Elliott, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book \_\_\_\_\_ Page see map); that the boundaries not surveyed are clearly indicated as drawn from information found in Book \_\_\_\_\_ Page see map; 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; this survey is of another category of subdivision such as recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision found in the Town of Pineville Subdivision Ordinance.

Witness my original signature, registration number and seal this 20th day of December, 2022.

Registration No.: L-5159 N.C.



Point Legend:

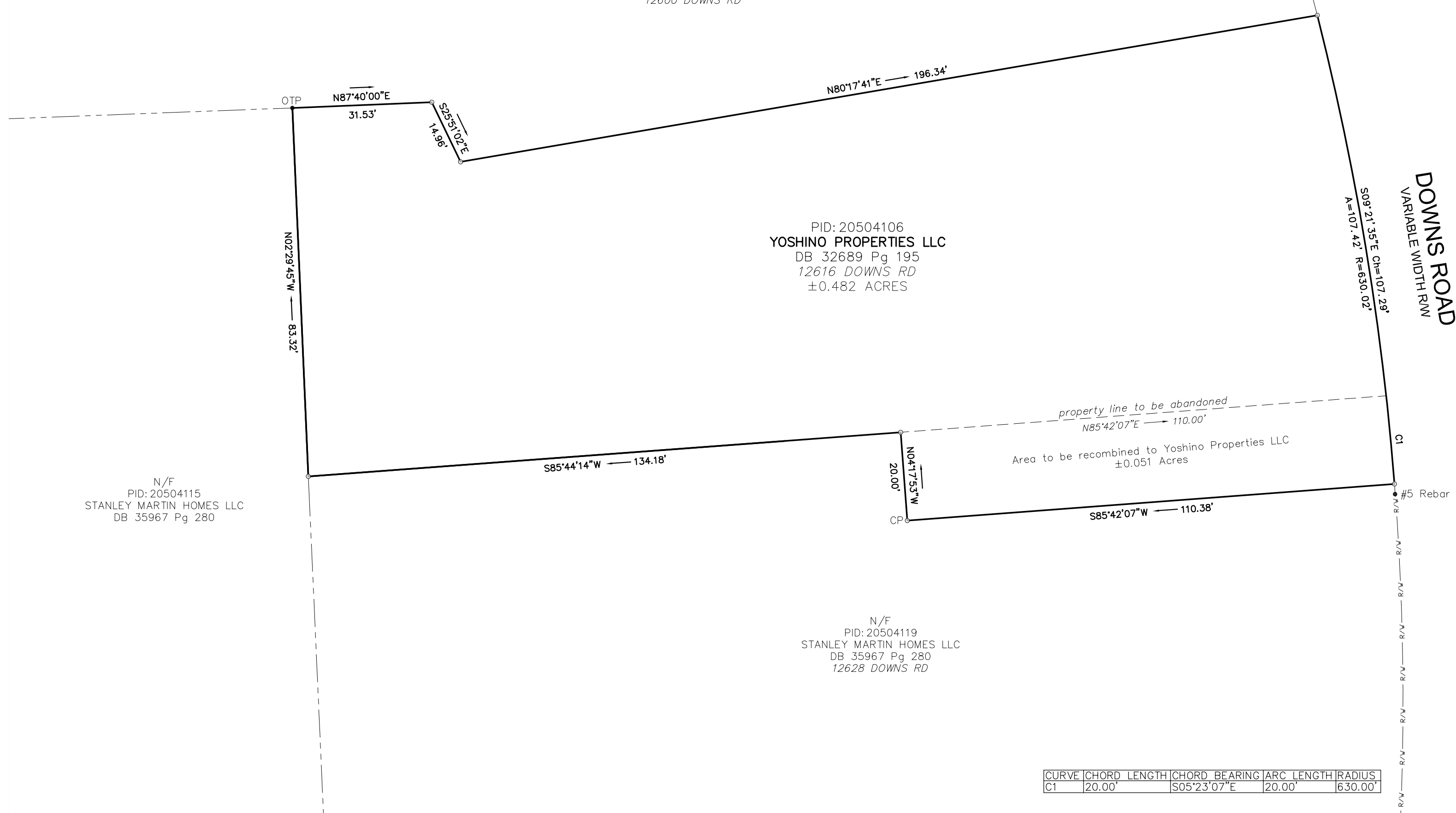
- Monumentation-
- OTP Open Top Pipe
- CP Calculated Point
- Miscellaneous-
- N/F Now or Formerly
- CGF Combined Grid Factor

N/F  
PID: 20504107  
HH DOWNS LLC  
DB 19667 Pg 653  
12600 DOWNS RD

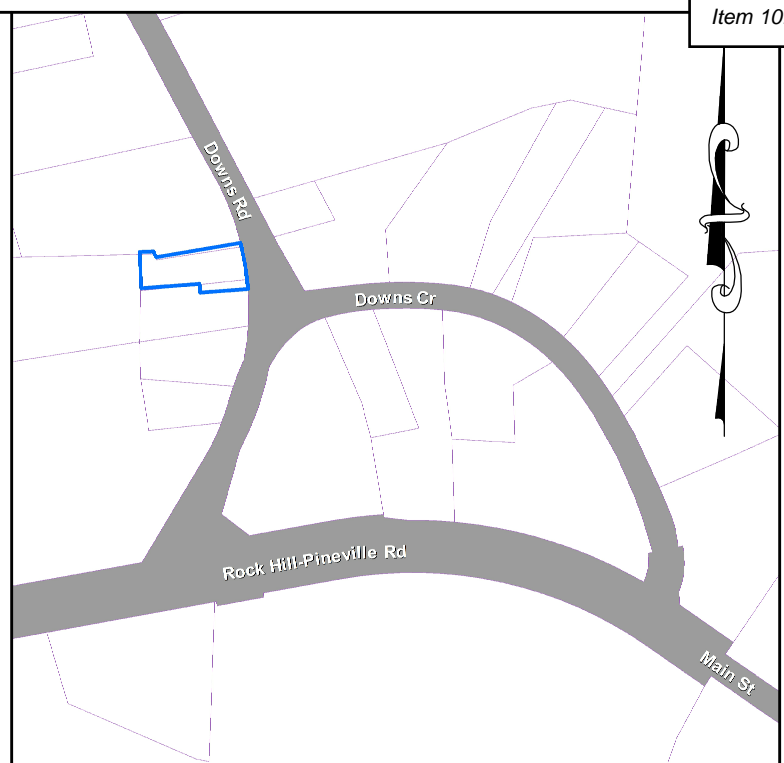
PID: 20504106  
YOSHINO PROPERTIES LLC  
DB 32689 Pg 195  
12616 DOWNS RD  
±0.482 ACRES

N/F  
PID: 20504115  
STANLEY MARTIN HOMES LLC  
DB 35967 Pg 280

N/F  
PID: 20504119  
STANLEY MARTIN HOMES LLC  
DB 35967 Pg 280  
12628 DOWNS RD



CURVE	CHORD LENGTH	CHORD BEARING	ARC LENGTH	RADIUS
C1	20.00'	S05°23'07\"/>		



- General Notes: Vicinity Map - Not to Scale
- Deed Reference - DB 32689 Pg 195
  - Tax Parcel ID - 20504106
  - Current Owner - YOSHINO PROPERTIES LLC
  - All bearings are NC Grid bearings.
  - All distances are shown horizontal.
  - Grid distance = Horizontal distance x Combined Grid Factor (0.99985540)
  - Area - ±0.482 ACRES
  - Areas have been determined by coordinate computation.
  - Iron pins (#5 Rebar) or other monumentation (as shown) found or set at all property corners.
  - Zoning - G-1
  - This property is located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina. Reference FIRM Map: 3710443900L Dated: SEPTEMBER 2, 2015
  - This survey was performed without benefit of a Title Commitment Report. GPI Geospatial, Inc. does not claim that all matters of record which may affect the subject property are shown hereon.
  - The location of underground utilities shown on this map are approximate, based on information provided by others or by field location. Utility locations as shown hereon are intended for planning only. Actual location, size or depth of line should be verified with the individual utility company before construction.
  - The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble R8 Receivers and processed using North Carolina Geodetic Survey Virtual Reference System.

**Recombination Survey of  
12616 Downs Road  
YOSHINO PROPERTIES LLC**

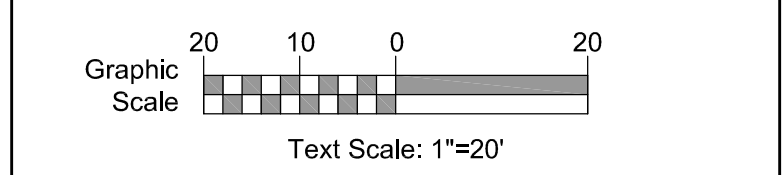
Project: 12616 Downs Road  
Town of Pineville  
Mecklenburg County  
North Carolina

prepared for:  
**Stanley Martin Homes LLC**

1		#####
2		
3		
4		
No.	Revision	By Date

**GPI** GEOSPATIAL

GPI Geospatial, Inc.  
201 West 29th Street  
Charlotte, NC 28206  
Phone: (704) 337-8329  
Fax: (704) 308-3153  
License No.: F-1388  
www.gpinet.com



Date: 12/20/2022	Plot Date: 05/31/2023
Project Number: 2200924.00	
Drawn By: JBE	
Reviewed By: SFM	
Sealed By: JBE	Sheet 1 of 1



KEY MAP

SEAL



PROJECT

**PINEVILLE  
TOWNHOMES**

PINEVILLE, NC  
REZONING #2020-XXX

LANDESIGN PROJ.# 1020037

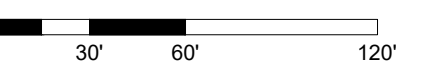
**REVISION / ISSUANCE**

NO.	DESCRIPTION	DATE
1	REZONING SUBMITTAL	09.23.20
2	REZONING SUBMITTAL	10.20.20
3	REZONING SUBMITTAL	11.19.20
4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

SCALE

VERT: N/A  
HORZ: 1"=60'

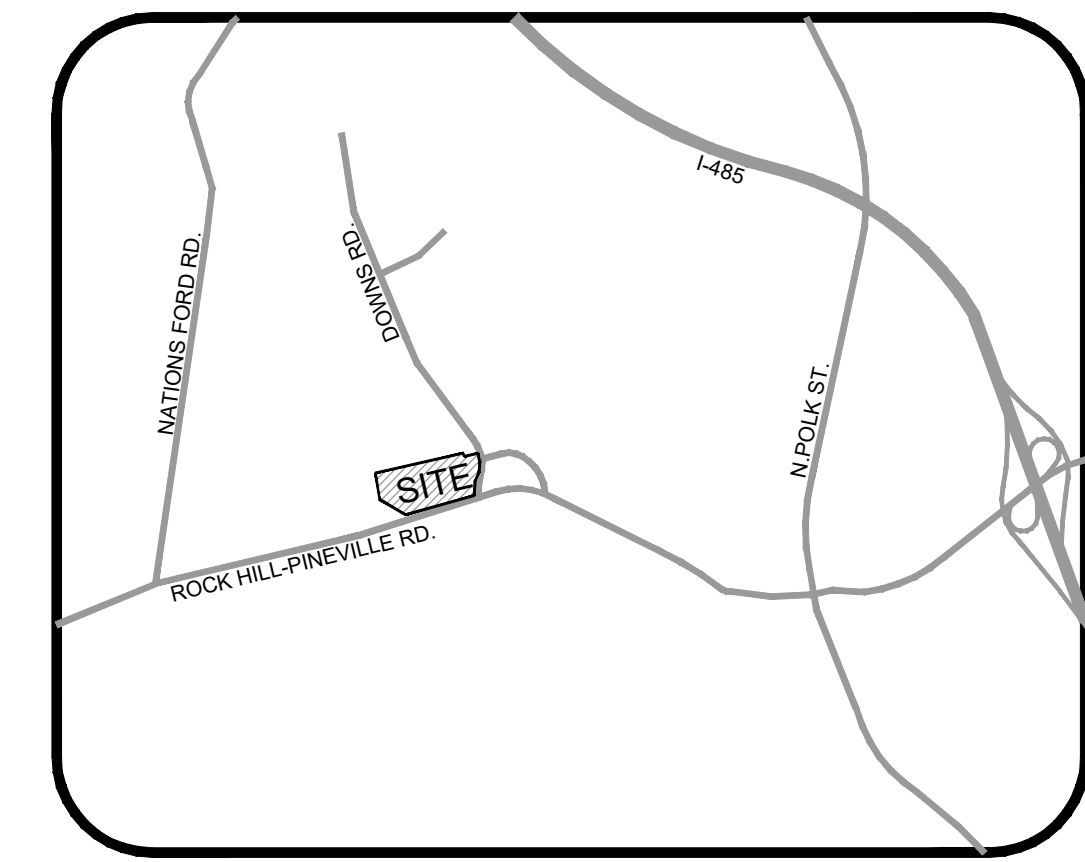


SHEET TITLE

COVER

SHEET NUMBER

**RZ-1**



VICINITY MAP  
NTS

**SITE DEVELOPMENT DATA**

**ACREAGE:** ± 26.8 ACRES  
**TAX PARCEL #S:** 205-041-02, 05-041-15, 05-041-16, 205-041-01, 05-041-03, 05-041-04, 05-041-19  
**EXISTING ZONING:** R-44, G-I  
**PROPOSED ZONING:** R-MX (CORRIDOR OVERLAY DISTRICT)  
**EXISTING USES:** INDUSTRIAL  
**PROPOSED USES:** USES PERMITTED BY RIGHT AND UNDER PRESCRIBED CONDITIONS TOGETHER WITH ACCESSORY USES AS ALLOWED IN THE R-MX ZONING DISTRICT  
**MAX. DENSITY PROVIDED:** 166 UNITS (6.19 UNITS PER ACRE)  
**MAX. BUILDING HEIGHT REQUIRED:** 3 STORIES, 3+ WITH APPROVAL FROM TOWN COUNCIL  
**MAX. BUILDING HEIGHT PROVIDED:** 40'  
**MIN. SETBACK REQUIRED:** BUILD-TO-LINE FROM STREET SECTIONS  
**MIN. SETBACK PROVIDED:** 10'  
**MIN. SIDE YARD REQUIRED:** 0'  
**MIN. SIDE YARD PROVIDED:** 5' FOR CORNER LOTS  
**MIN. REAR YARD PROVIDED:** 20' DRIVEWAY  
**PARKING REQUIRED:** SPACES TOTAL  
**3+ BEDROOMS PER UNIT:** 3.25 SPACES/UNIT  
**166 UNITS X 3.25 SPACES = 540 SPACES REQ.**

**PARKING PROVIDED:** 816 SPACES TOTAL (4.92 SPACES/UNIT)  
**135 ON-STREET SPACES**  
**332 GARAGE SPACES**  
**332 DRIVEWAY SPACES**  
**17 AMENITY SPACES**

KEY MAP

SEAL



PROJECT

**PINEVILLE TOWNHOMES**

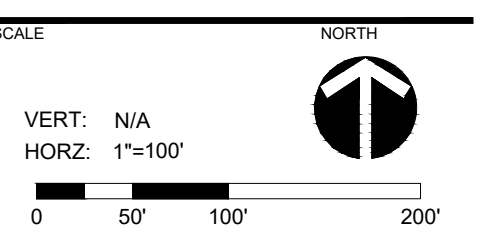
PINEVILLE, NC  
REZONING #2020-XXX

LANDDESIGN PROJ.# 1020037

**REVISION / ISSUANCE**

NO.	DESCRIPTION	DATE
1	REZONING SUBMITTAL	09.23.20
2	REZONING SUBMITTAL	10.20.20
3	REZONING SUBMITTAL	11.19.20
4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

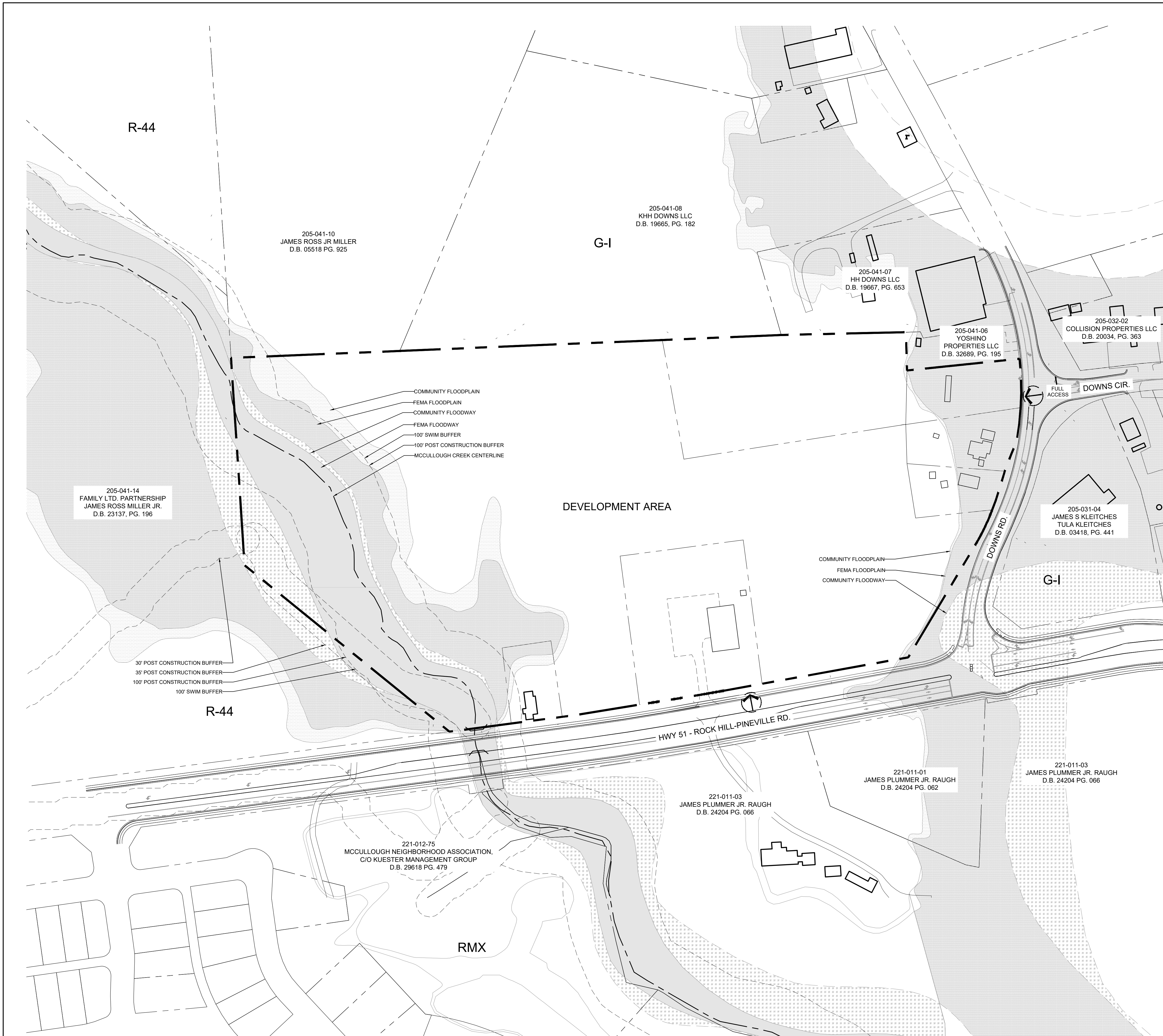


SHEET TITLE

**TECHNICAL DATA**

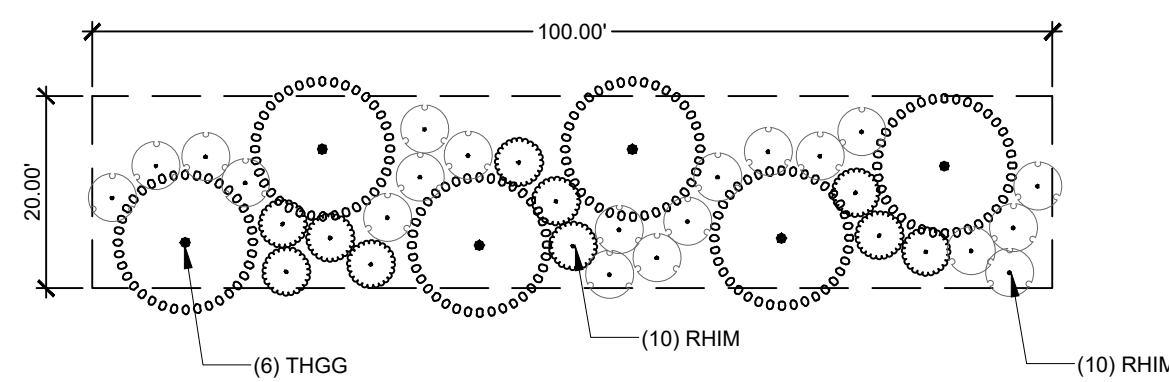
SHEET NUMBER

**RZ-2**



20' LANDSCAPE AREA

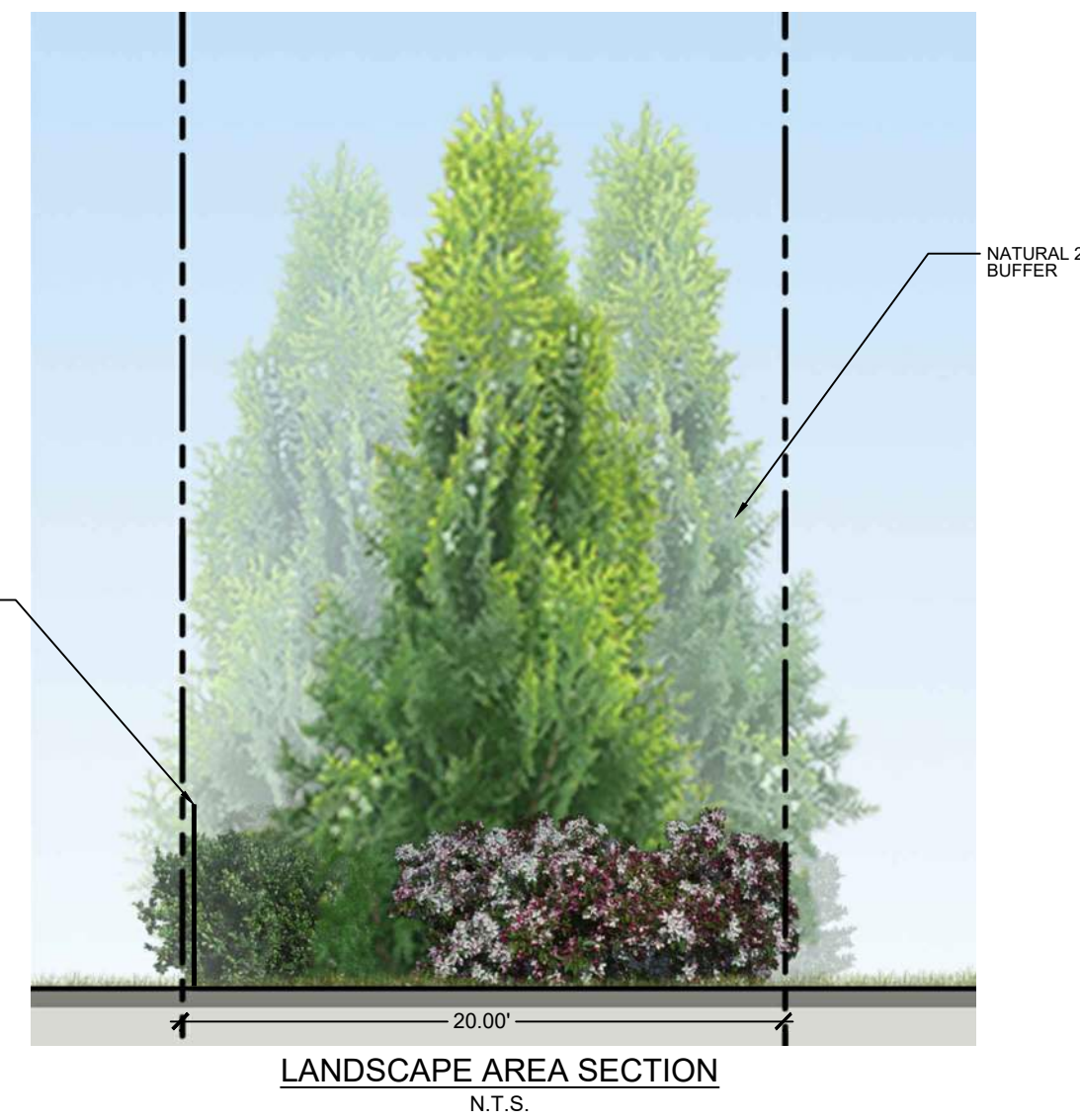
6 TREES PER 100 LF PROVIDED  
100% EVERGREEN / LARGE MATURING  
30 EVERGREEN SHRUBS PER 100 LF PROVIDED



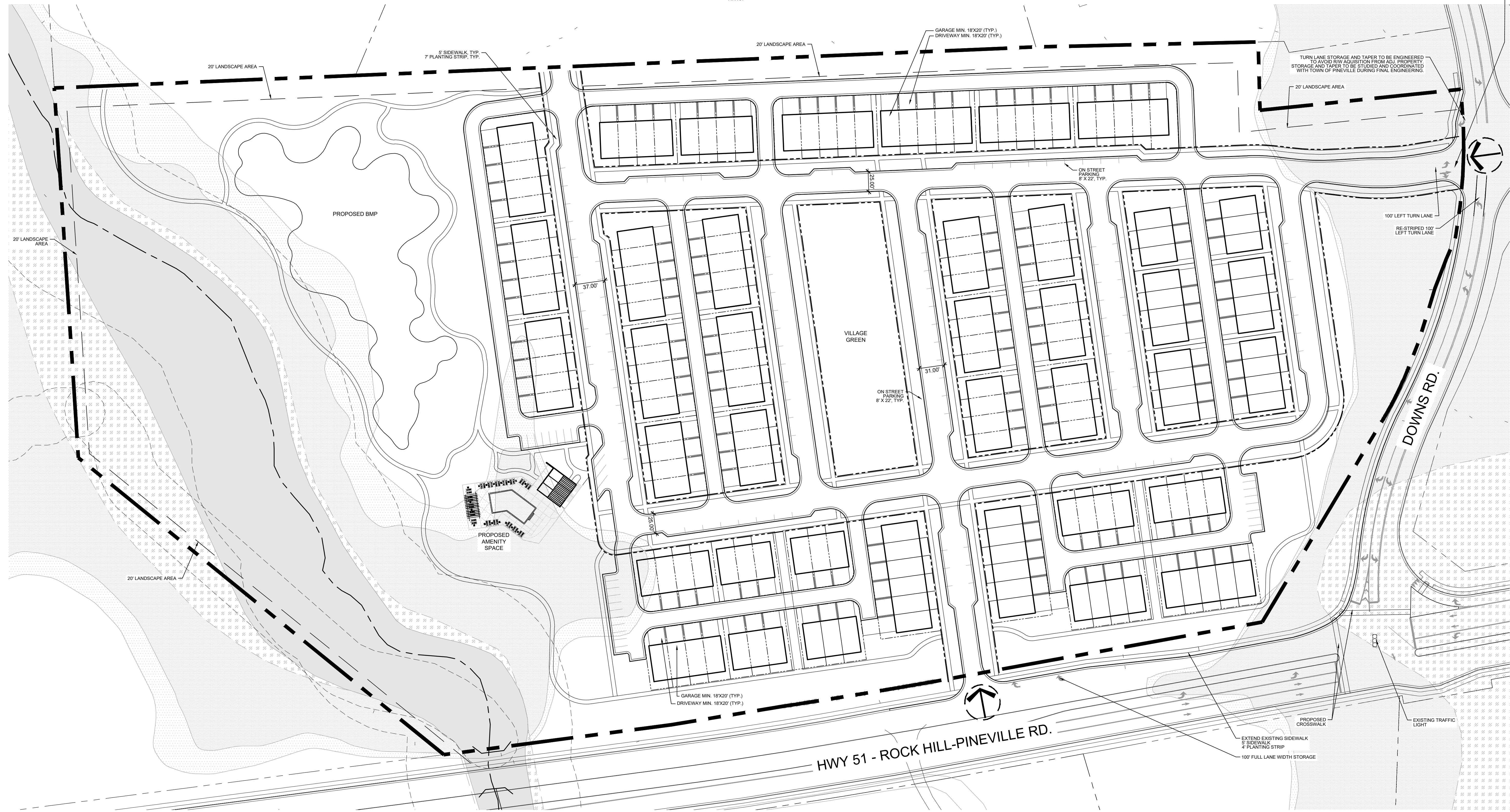
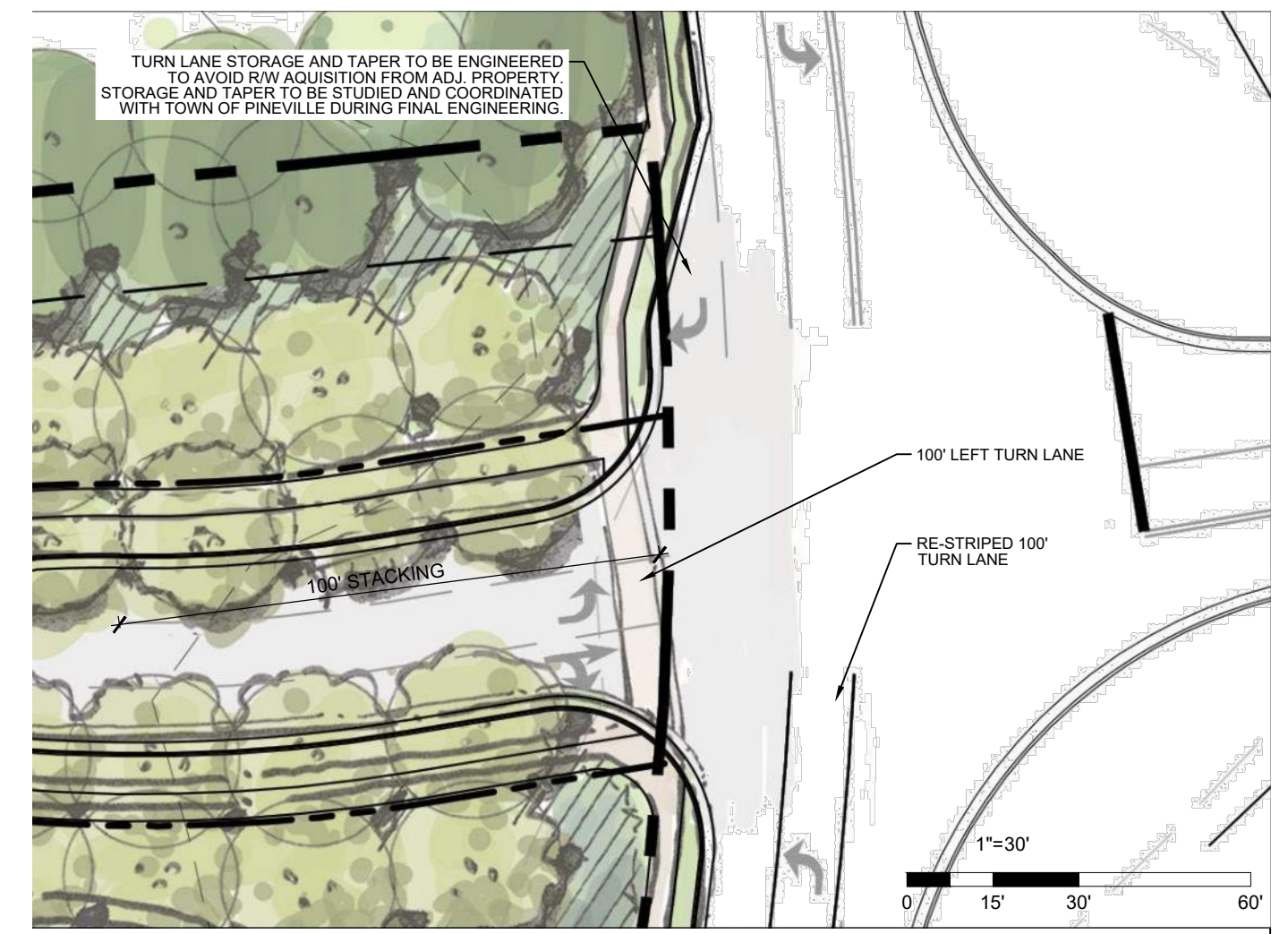
PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	MIN. CAL.	MIN. HT.	REMARKS
	THGG	6	THUJA 'GREEN GIANT'	ARBOVITAE, 'GREEN GIANT'	B&B	2"	10-12'	MATCH SPECIMEN, FULL TO BASE
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	SPACING	MIN. HT.	REMARKS
	PLIA	20	PIERIS JAPONICA	LILY OF THE VALLEY BUSH	3 GAL	AS SHOWN	24-36"	MATCH SPECIMEN, FULL TO BASE
	RHIM	10	RHAPHIOLEPIS INDICA 'MONTO'	INDIAN PRINCESS INDIAN HAWTHORN	3 GAL	AS SHOWN	24-36"	MATCH SPECIMEN, FULL TO BASE

NOTE: ADDITIONAL PLANTING TO BE PROVIDED/SUPPLEMENTED AS THE BUFFER AREA IS GRADED OR VOID OF EXISTING PLANT MATERIAL. PLANT MATERIAL MAY REMAIN IN AREAS WHERE BUFFER IS UNDISTURBED.



LANDSCAPE AREA SECTION  
N.T.S.



KEY MAP

SEAL



PROJECT

PINEVILLE TOWNHOMES

PINEVILLE, NC  
REZONING #2020-XXX

LANDDESIGN PROJ# 1020037

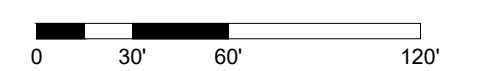
REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	REZONING SUBMITTAL	09.23.20
2	REZONING SUBMITTAL	10.20.20
3	REZONING SUBMITTAL	11.19.20
4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

SCALE

VERT: N/A  
HORZ: 1"=60'



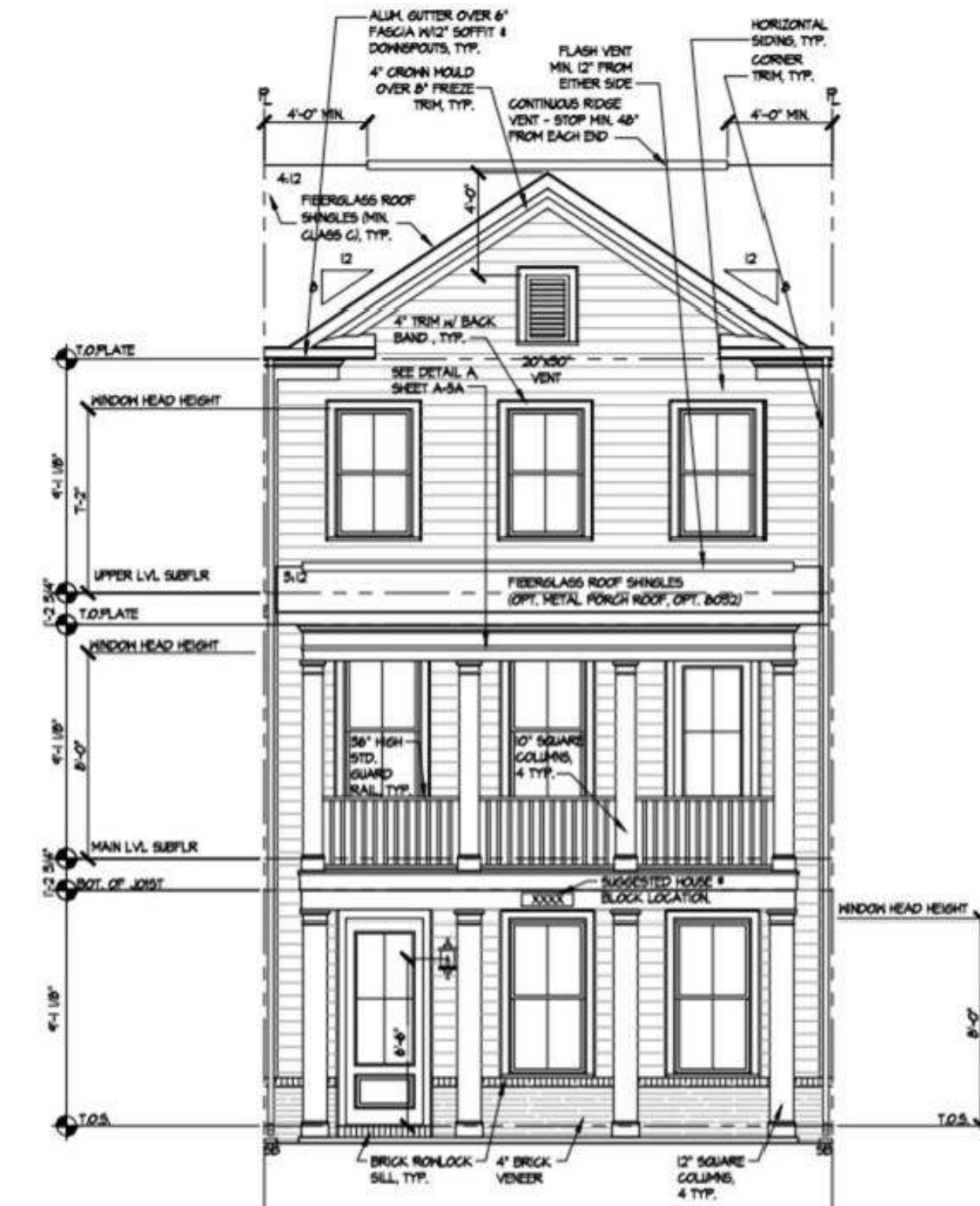
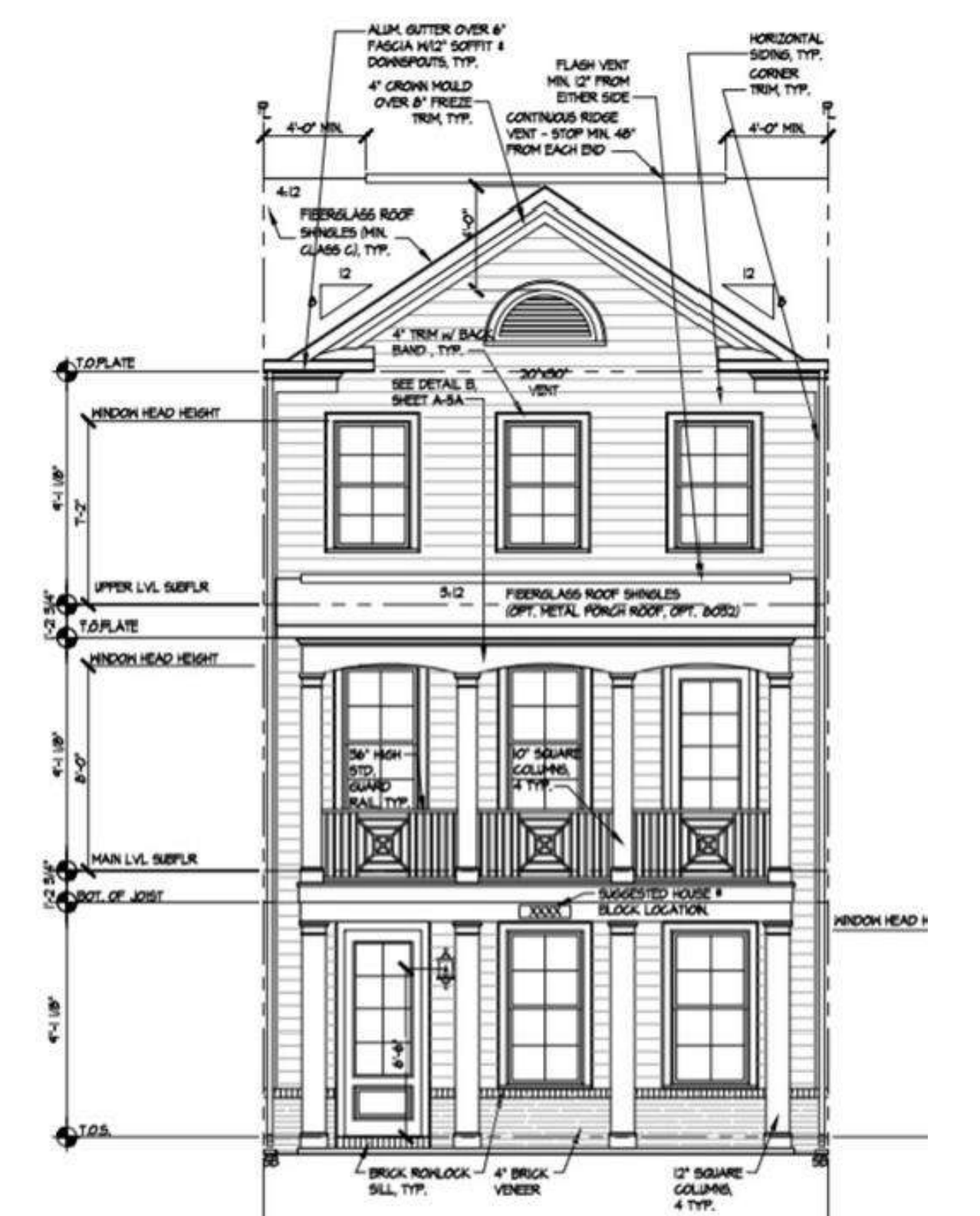
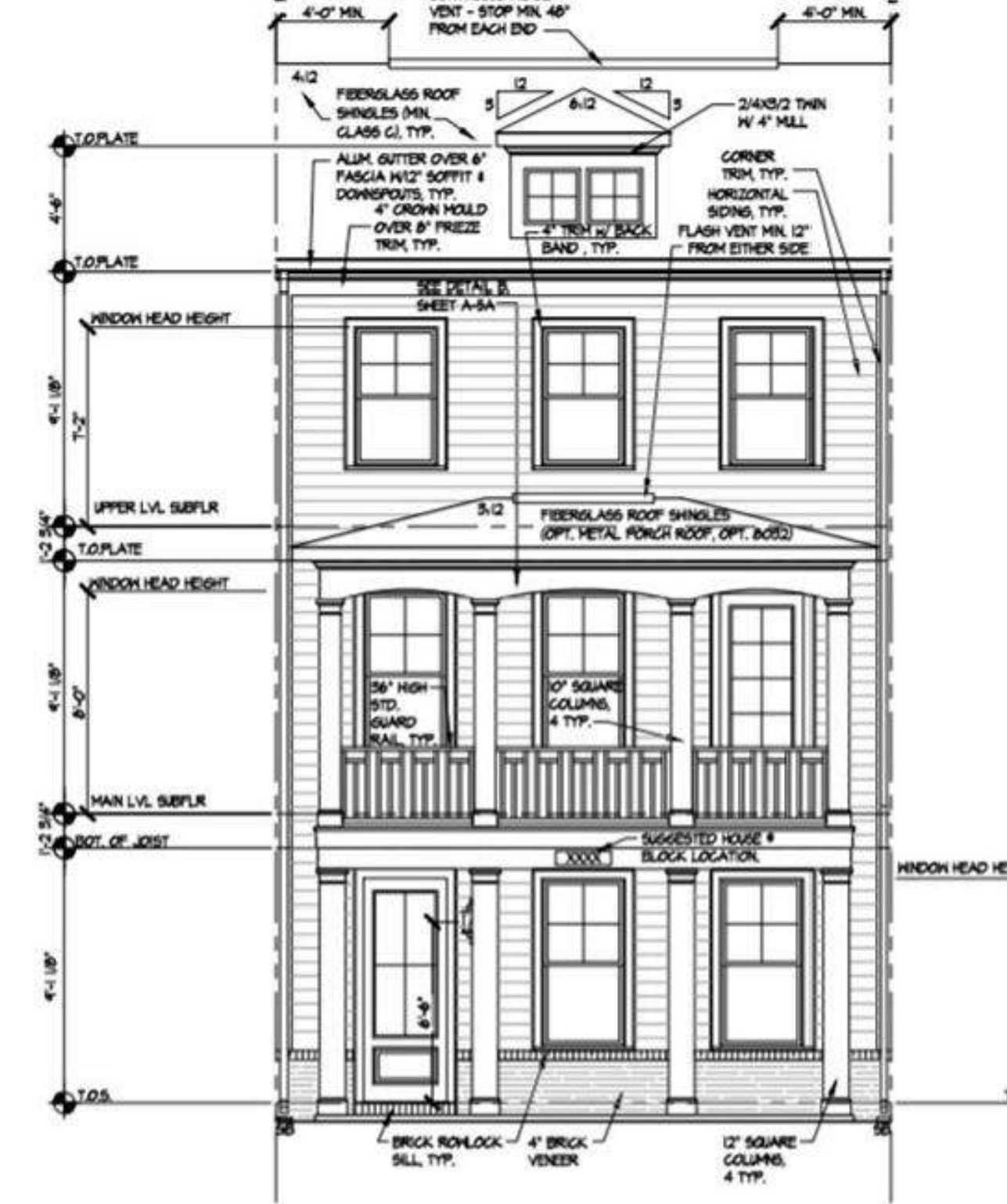
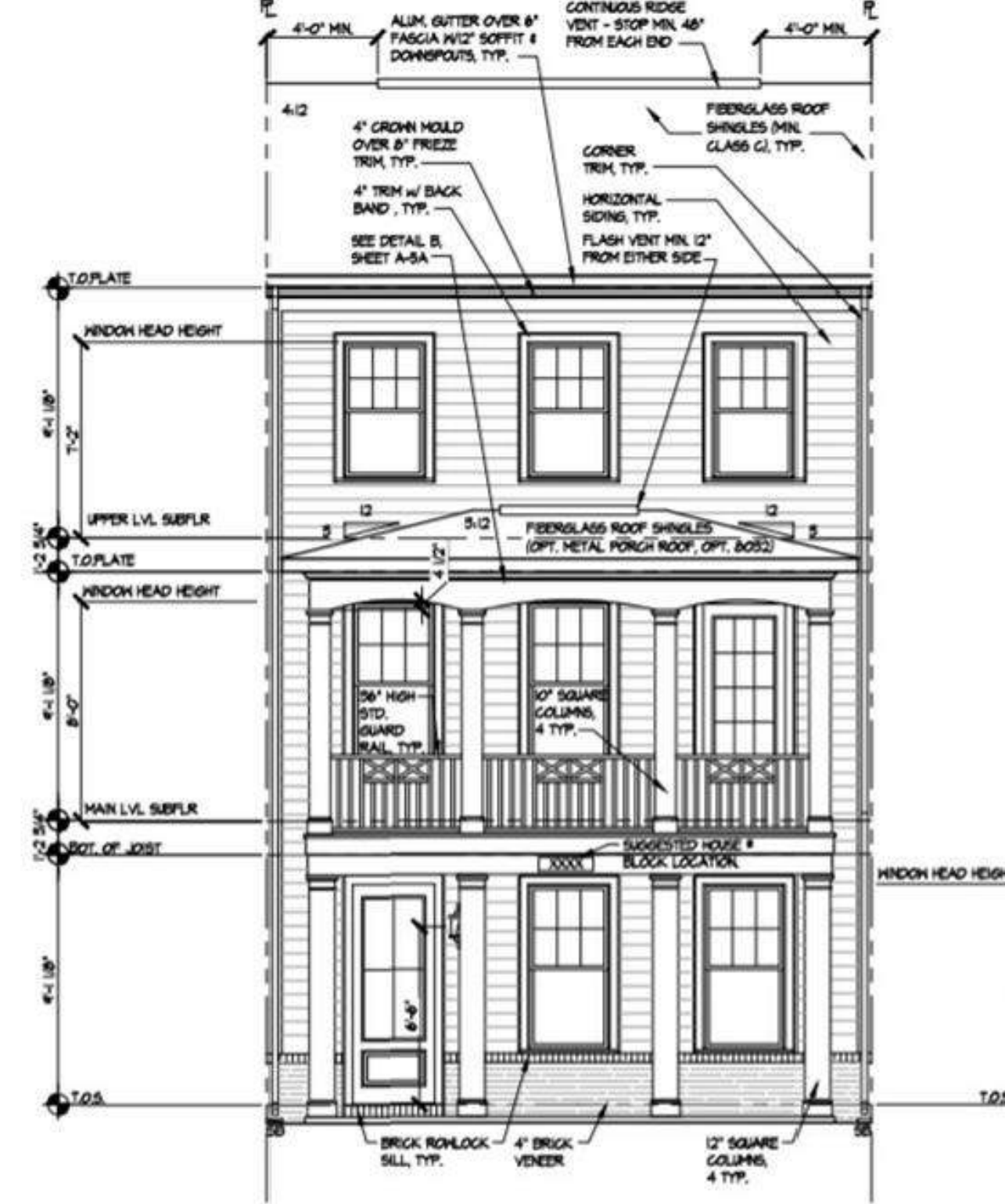
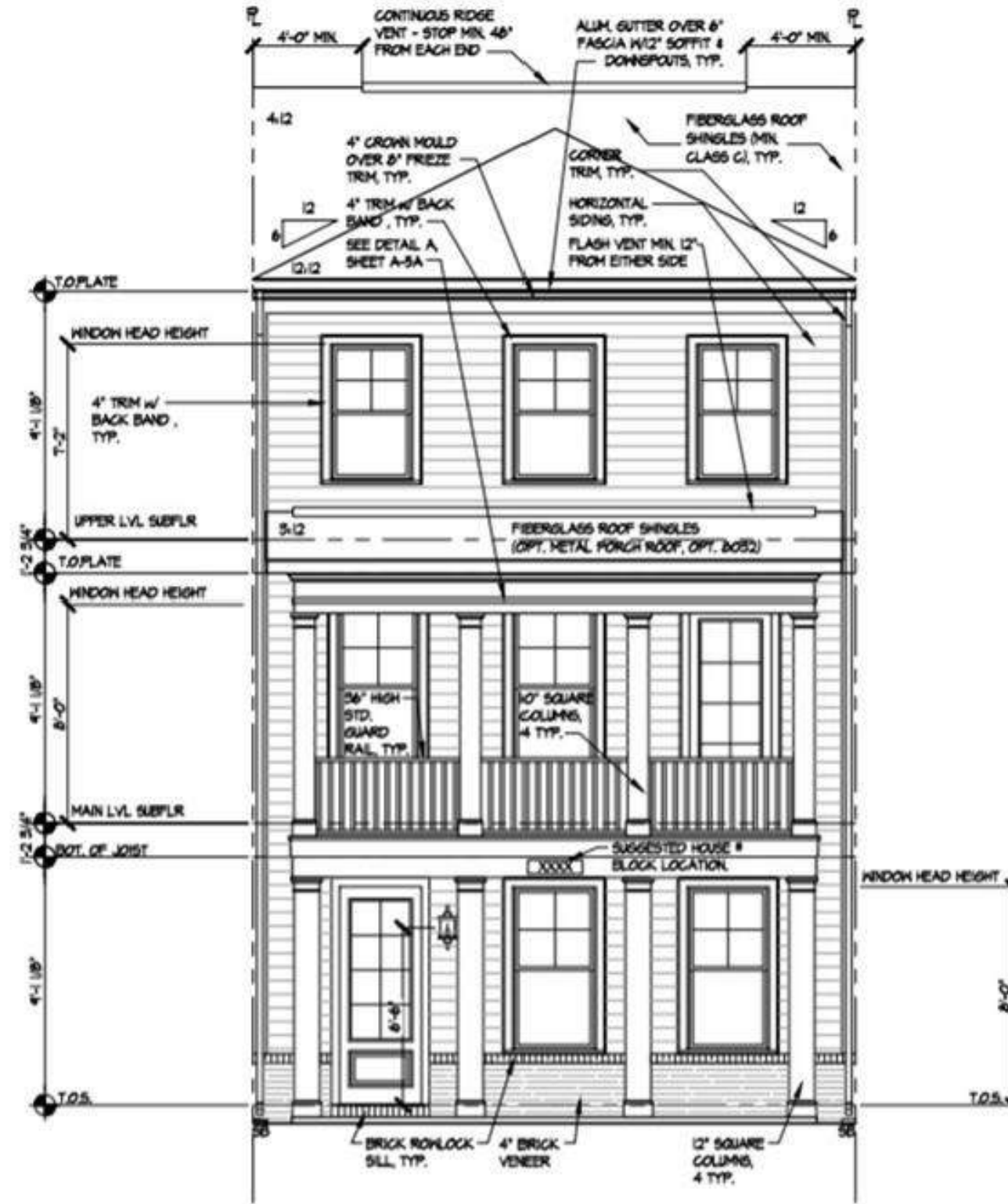
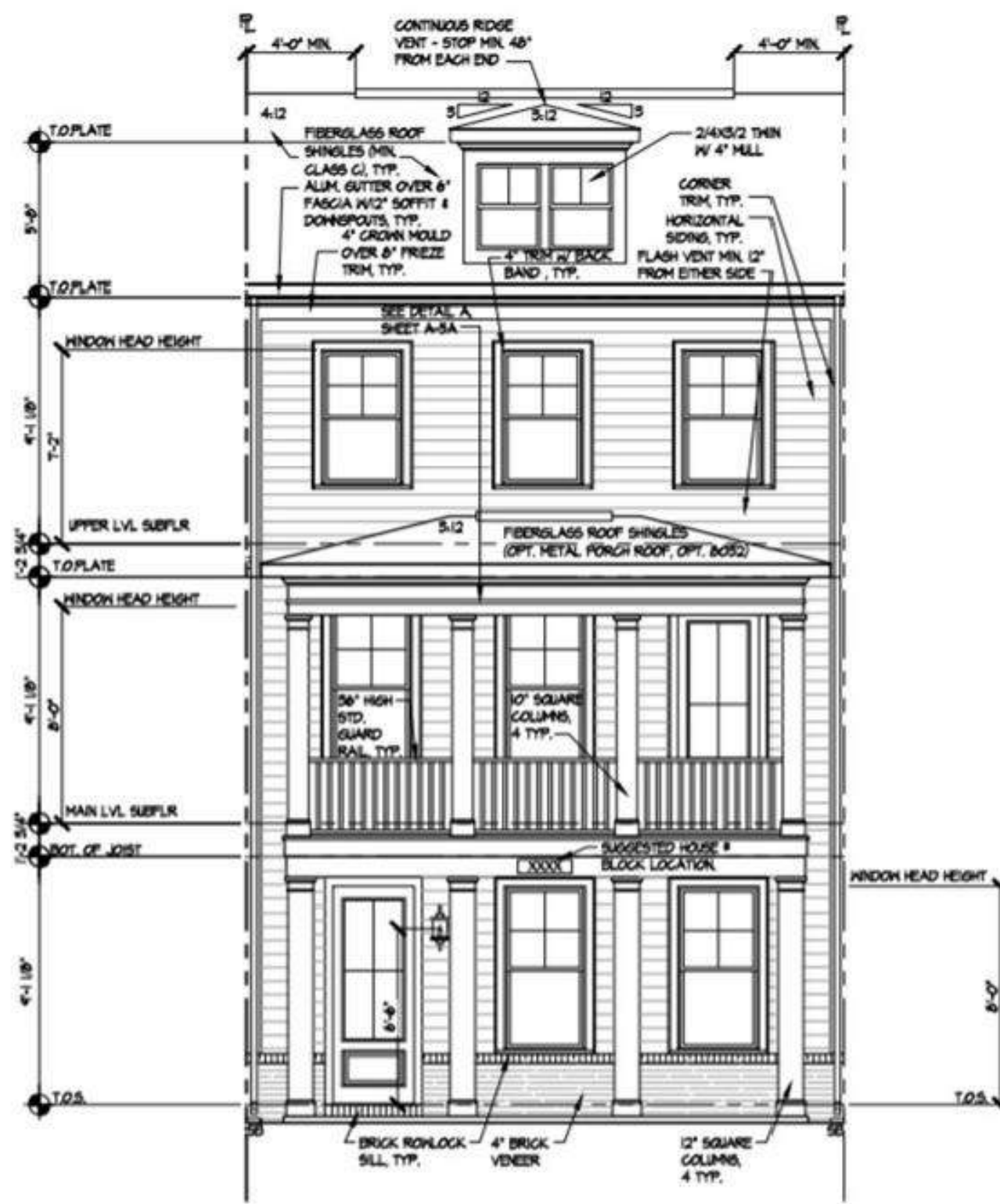
SHEET TITLE

SCHEMATIC SITE PLAN

SHEET NUMBER

RZ-3

NOTE: ELEVATIONS ARE TO BE CONSISTENT WITH THE APPROVED REZONING PLAN AND SUBJECT TO FINAL APPROVAL BY TOWN OF PINEVILLE PRIOR TO ISSUANCE OF BUILDING PERMITS



KEY MAP

SEAL



PROJECT

**PINEVILLE TOWNHOMES**

PINEVILLE, NC  
REZONING #2020-XXX

LANDDESIGN PROJ# 1020037

**REVISION / ISSUANCE**

NO.	DESCRIPTION	DATE
1	REZONING SUBMITTAL	09.23.20
2	REZONING SUBMITTAL	10.20.20
3	REZONING SUBMITTAL	11.19.20
4	REZONING SUBMITTAL	12.18.20

DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

SCALE

VERT: N/A  
HORZ: NTS



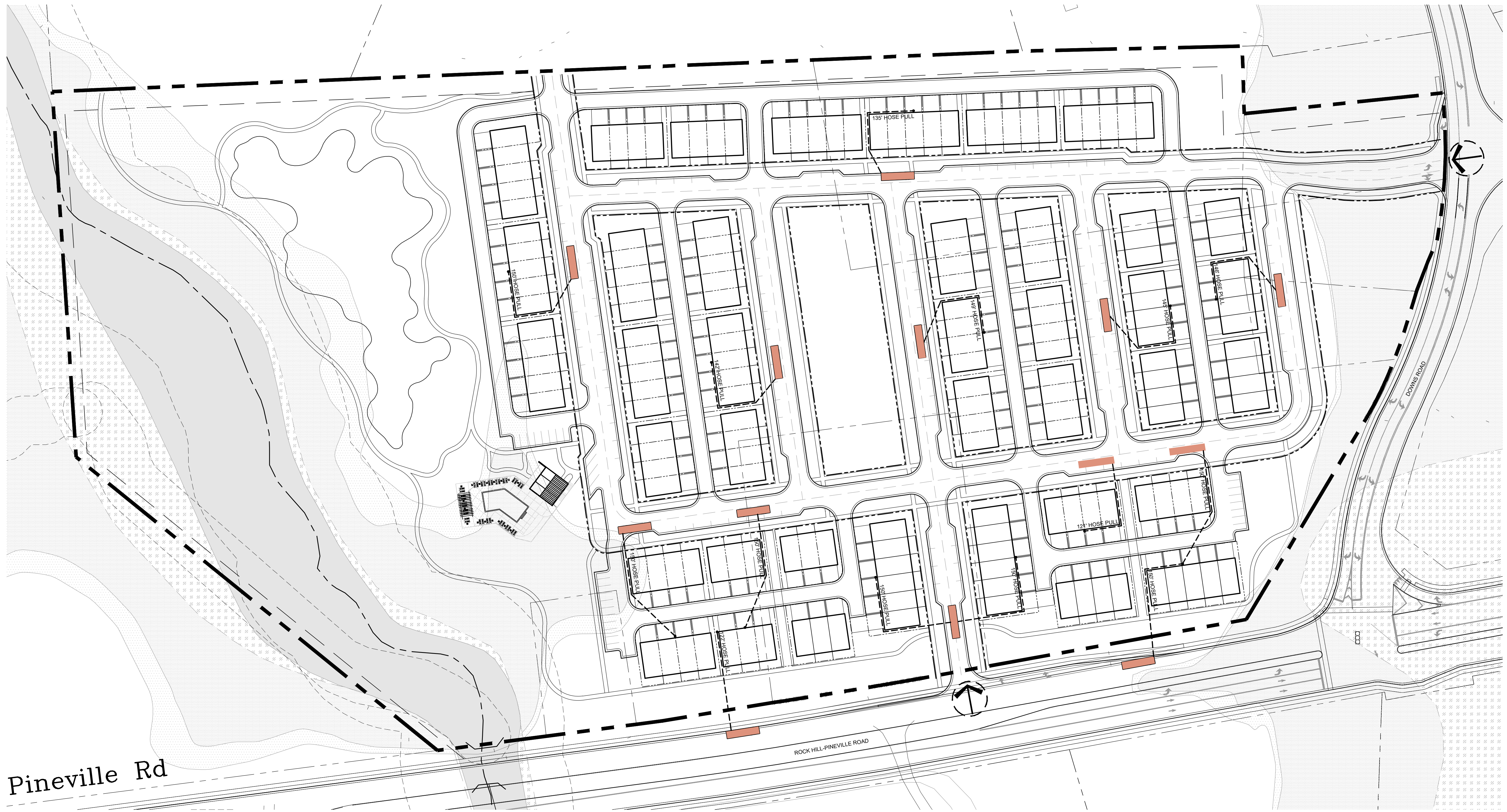
(NOT TO SCALE)

SHEET TITLE

ARCHITECTURAL ELEVATION

SHEET NUMBER

**RZ-4**



Pineville Rd

ROCK HILL-PINEVILLE ROAD

DOYINS ROAD

KEY MAP

SEAL



PROJECT

**PINEVILLE TOWNHOMES**

PINEVILLE, NC  
REZONING #2020-XXX

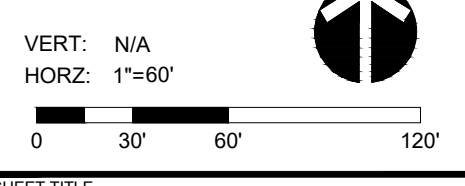
LANDDESIGN PROJ.# 1020037

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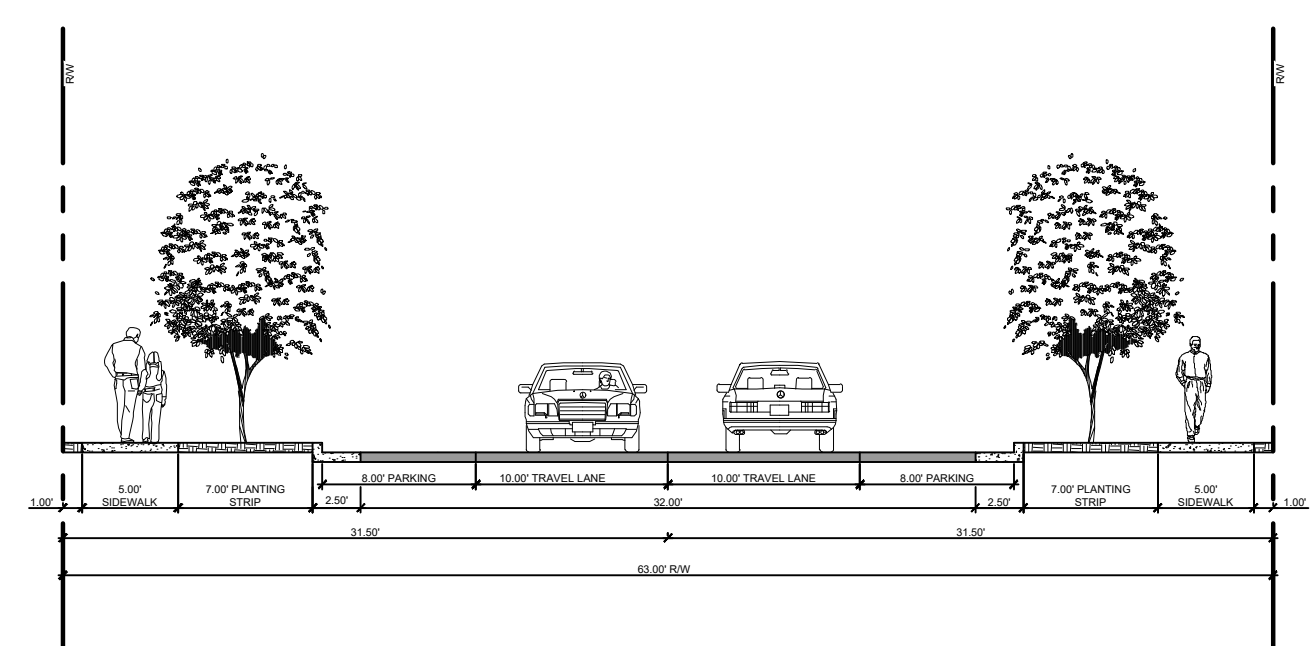
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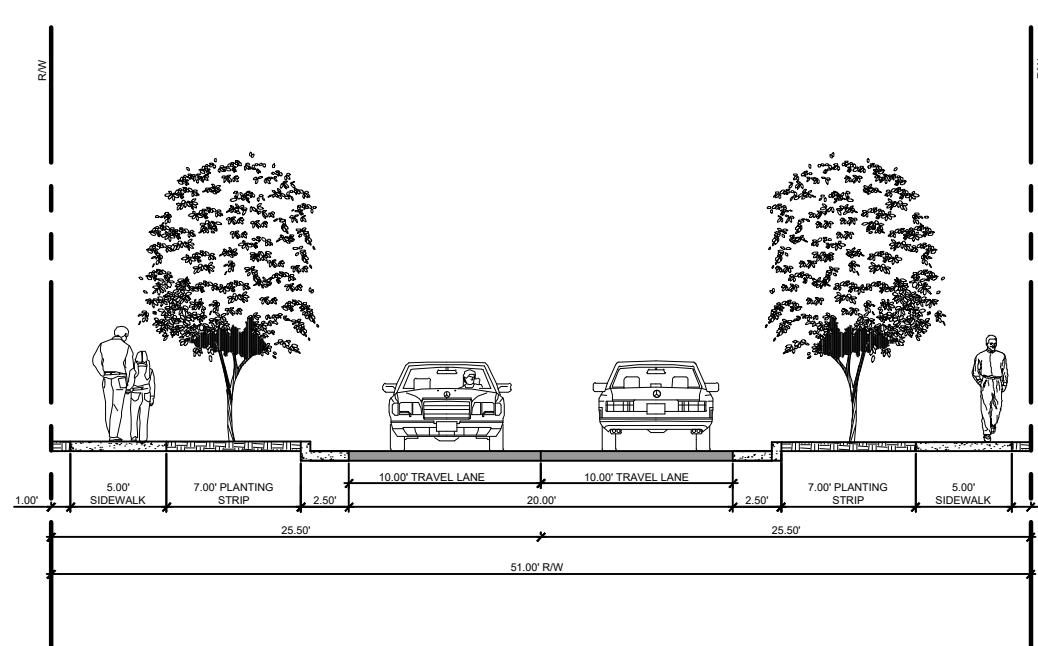
**FIRE - TURNING MOVEMENTS**

SHEET NUMBER

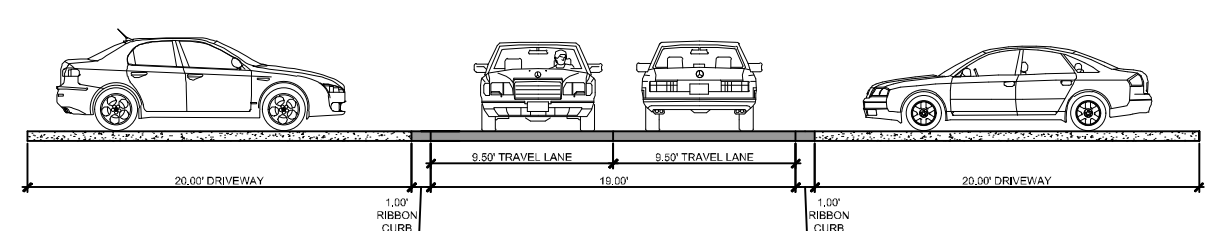
**RZ-5**



**PUBLIC STREET WITH ON STREET PARKING**  
1"=10'



**PUBLIC STREET**  
1"=10'



**\*PRIVATE ALLEY**  
1"=10'

\*ALLEY LANE MAY BE REDUCED TO 16' PER PINEVILLE TYP. SECTIONS DURING FINAL ENGINEERING, UNLESS FIRE ACCESS IS NEEDED, THEN ALLEY MUST REMAIN AT 20' WIDE MIN.

PINEVILLE TOWNHOMES

GENERAL NOTES

- BUILDINGS ON THE SITE WILL BE 3 STORY TOWNHOUSE BUILDINGS WITH AN AVERAGE HEIGHT IN FEET OF APPROXIMATELY 34 FEET AT THE FRONT BUILDING LINE.
- TOWN HOUSE UNITS WILL BE INDIVIDUALLY PARCELED/PLATTED.
- THE BUILDINGS ABOUT A NETWORK OF REQUIRED PUBLIC OR PRIVATE STREETS WITH EACH HAVING A MAIN PEDESTRIAN ENTRANCE FRONTING THESE STREETS. ALL GARAGE ENTRANCES WILL BE LOCATED OFF THE BACK OF THE BUILDINGS FROM AN ALLEY.
- UNITS WILL HAVE PORCHES OR COVERED STOOPS WITH WALKWAYS PROVIDED TO CONNECT THEM TO THE SIDEWALK LOCATED ALONG THE ADJACENT PUBLIC OR PRIVATE STREET.
- BUILDING ELEVATIONS HAVE BEEN DESIGNED WITH ARTICULATED FAÇADE FEATURES INCLUDING WALL OFFSETS, PROJECTIONS, AND CHANGES IN MATERIALS AND COLORS TO HELP BREAK UP THE MASS OF THE BUILDING. BUILDINGS HAVE ALSO BEEN DESIGNED WITH A RECOGNIZABLE ARCHITECTURAL BASE OF MASONRY OR STONE. NO VINYL SIDING WILL BE USED. SIDE ELEVATIONS OF THE BUILDINGS WILL BE CONSISTENT IN ARCHITECTURAL CHARACTER AND MATERIALS AS THE FRONT OF THE BUILDINGS.
- ELEVATIONS ARE COMPOSED OF A COMBINATION OF FIBER CEMENT PANELS AND TRIM, FIBER CEMENT LAP SIDING, OR FIBER CEMENT VERTICAL BOARD & BATTEN SIDING. BUILDINGS WILL ALSO HAVE A BASE OF BRICK OR STONE VENEER (INCLUDING PRECAST STONE OR SYNTHETIC STONE)
- WINDOWS TO BE VINYL, ALUMINUM OR WOOD MATERIAL.
- BUILDINGS WILL HAVE ARCHITECTURAL FIBERGLASS COMPOSITE SHINGLES AND ALL ROOF VENTS WILL BE PAINTED TO MATCH THE ROOF COLOR.
- ROLL OUT TRASH AND RECYCLING BINS WILL BE PROVIDED FOR EACH UNIT FOR PRIVATE TRASH AND RECYCLING COLLECTION. TRASH AND RECYCLING WILL BE SCREENED FROM ALLEY WHEN BEING STORED.

NOTE: THE ATTACHED CONCEPTUAL RENDERINGS ARE SOLELY FOR THE PURPOSE OF ILLUSTRATING THE DESIGN.

ARCHITECTURAL NOTES

ARCHITECTURAL COMPOSITION:

(REFER TO ARCHITECTURAL ELEVATIONS ON RZ-4)

NOTE: THE PROVIDED ARCHITECTURAL ELEVATIONS ARE INTENDED TO CONVEY DESIGN INTENT AND ARE SUBJECT TO FINAL DESIGN. THE DESIGN COMMITMENTS BELOW ARE BASED ON THE PROVIDED IMAGERY FOR THE REZONING OF THIS PROJECT. ELEVATIONS SHOWN TO MATCH APPROVED DESIGN CONCEPT, MATERIALS, SPACING, AND WINDOWS.

- IN AN EFFORT TO ENHANCE THE ARCHITECTURAL COMPATIBILITY, SCALE AND STREETScape PRESENCE FOR THE PROJECT, THE PETITIONER COMMITS TO THE FOLLOWING REQUIRED ARCHITECTURAL DETAILS THAT WILL APPLY TO ALL UNITS:
- MAXIMUM 6 UNITS IN A RUN (PER BUILDING)
- MINIMUM ROOF PITCH: 4:12
- MINIMUM 6" OVERHANG FOR GABLE ROOF OR MINIMUM 12" OVERHANG FOR EVE
- WINDOW MULLIONS ALONG FRONT FAÇADE WILL BE PROVIDED
- ARCHITECTURAL ROOF SHINGLES WILL BE PROVIDED
- VARIED UNIT PLACEMENT ALONG THE FAÇADE (PER BUILDING) TO BREAK THE ROOF LINE
- FIBER CEMENT BOARD, BOARD + BATTEN OR MASONRY FAÇADES (VINYL ACCEPTABLE FOR SOFFITS, WINDOWS AND OTHER ACCESSORY ARCHITECTURAL FEATURES)
- ANY PORCHES OR STOOPS WILL HAVE RAILINGS
- IDENTICAL INDIVIDUAL UNIT ELEVATIONS WILL NOT BE ALLOWED IMMEDIATELY ADJACENT TO ONE ANOTHER

ARCHITECTURAL COMPOSITION FOR EACH BUILDING FAÇADE (MULTIPLE UNITS - 6 MAX). ALL BUILDINGS WILL FEATURE ONE OF EACH OF THE FOLLOWING ARCHITECTURAL FEATURES

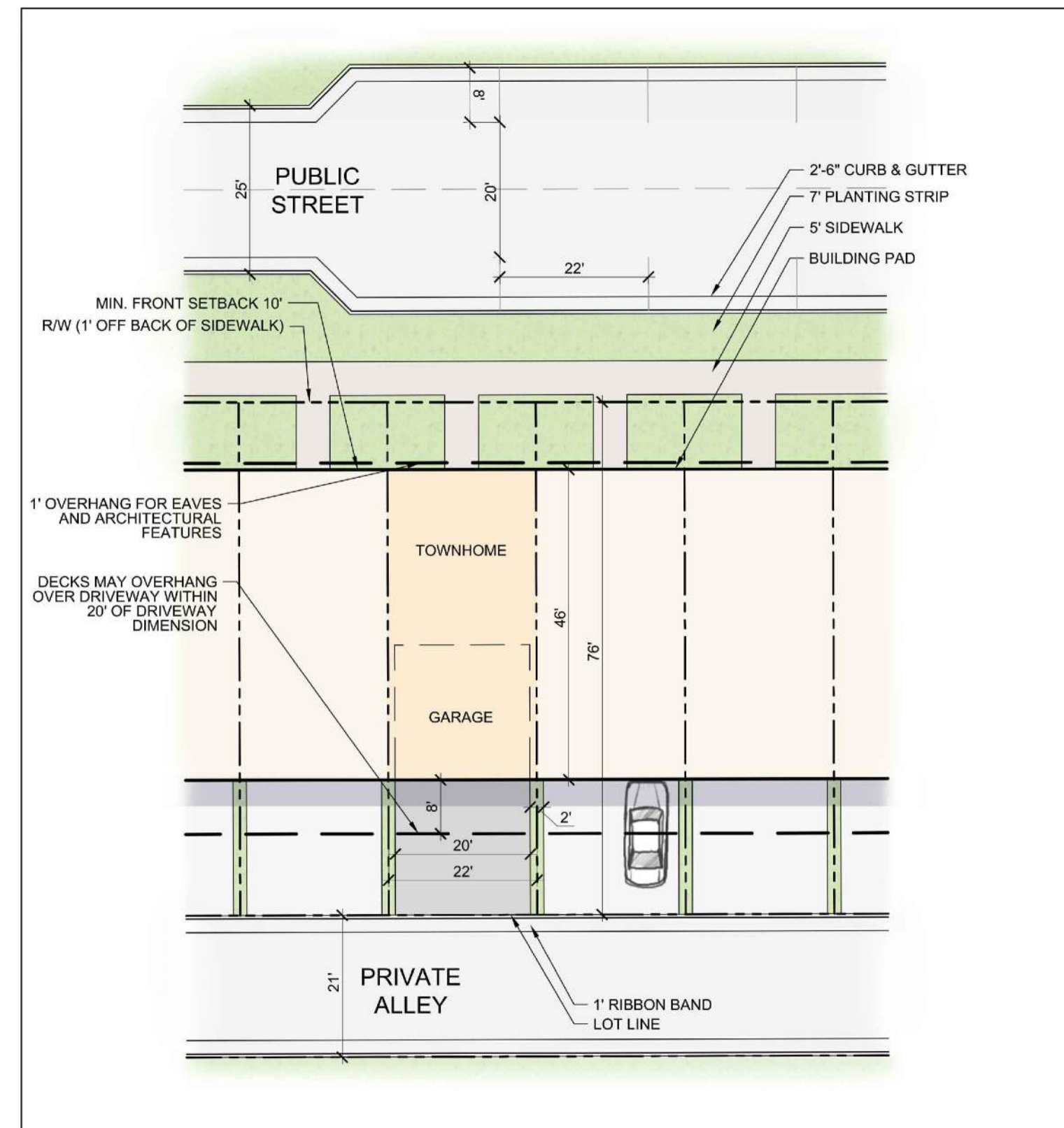
- FRONT PORCHES
- GABLE ROOF - FRONT OR SIDE FACING (FRONT FACING GABLE ROOF TO HAVE DECORATIVE VENT OR DECORATIVE TYPE BRACKETS)
- MASONRY FAÇADE FOR FULL UNIT FRONT ELEVATION (INDIVIDUAL UNIT ALONG A BUILDING FACE)
- A MINIMUM OF 2 STEPS (12" THRESHOLD) FROM SIDEWALK APPROACHING UP TO THE STOOP OR THE FRONT PORCH (HEIGHT DEPENDS ON FINAL GRADING & ENGINEERING FOR THE SITE)

IN ADDITION TO THE REQUIREMENTS OF THE 3 ARCHITECTURAL FEATURES ABOVE, THE FOLLOWING OPTIONAL ARCHITECTURAL DETAILS MAY BE INCORPORATED INTO THE BUILDING FAÇADES TO PROVIDE VARIATION AND SCALE ALONG THE STREETScape. THESE MAY BE USED AT THE PETITIONER'S DISCRETION THROUGHOUT THE PROJECT:

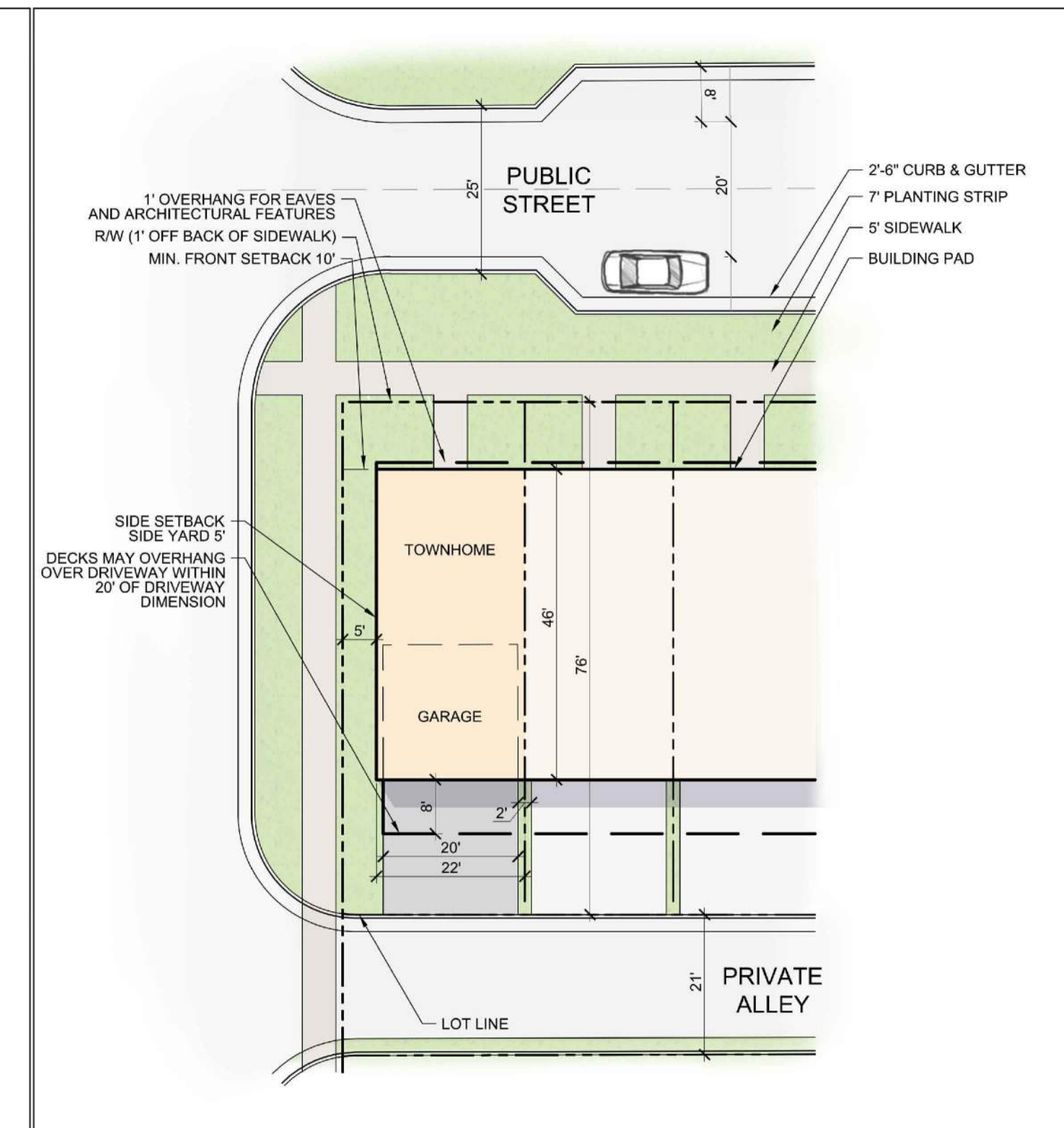
- ROOF VARIATION (GABLE/ FLAT/ DORMER WINDOWS)
- MASONRY FAÇADES
- BRICK OR MASONRY CLAD THE SLAB (IN THE CASE OF ELEVATED SLABS) AND HAVE CLAPBOARD OVERHANG THE BRICK.

ADDITIONAL LOT REQUIREMENTS:

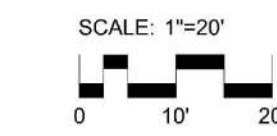
- MIN LOT SIZE: 1,100 SF SUBLOTS (PER UNIT)
- MIN FRONT SETBACK: 10'
- MIN REAR YARD: 20' DRIVEWAY
- MIN SIDE YARD/SETBACK: 5' FOR CORNER LOTS
- 1' OVERHANG FOR EAVES AND ARCHITECTURAL FEATURES



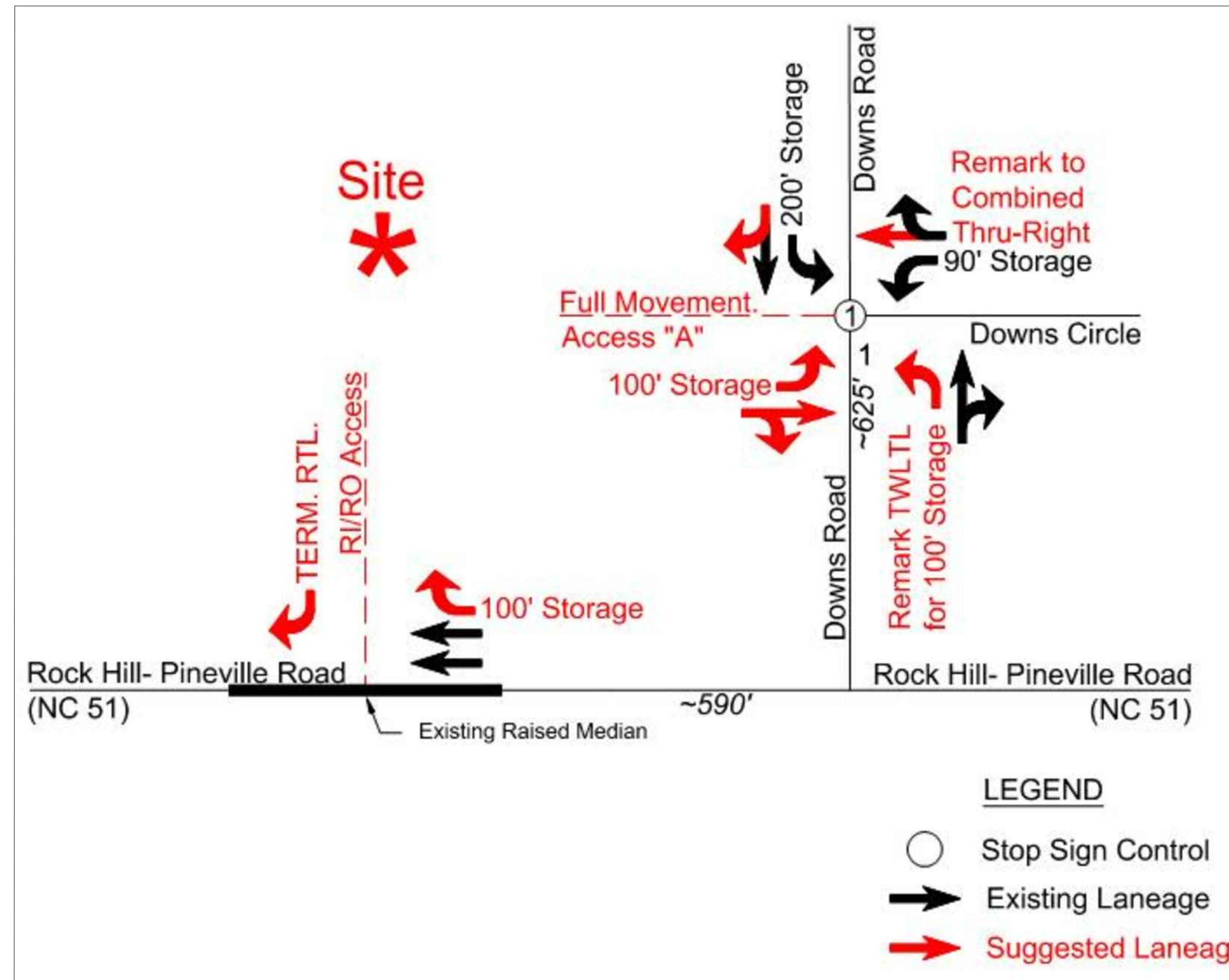
TYPICAL LOT PLAN



CORNER LOT PLAN



POTENTIAL LANEAGE



KEY MAP

SEAL



PROJECT

PINEVILLE TOWNHOMES

PINEVILLE, NC  
REZONING #2020-XXX

LANDDESIGN PROJ.# 1020037

REVISION / ISSUANCE

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DESIGNED BY: JRY  
DRAWN BY: JRY  
CHECKED BY: KST

SCALE

VERT: N/A  
HORZ: N/A

SHEET TITLE

DEVELOPMENT STANDARDS

SHEET NUMBER

RZ-6



# Memorandum

**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 8/3/2023

**Re:** New Business: Appointment of Mecklenburg County Tax Collector



---

Each year we must submit, for Council's approval, the appointment of Mecklenburg County as Tax Collector. They collect approximately 99% of the taxes for Pineville annually.

***Action Requested:*** Council to approve the appointment of Mecklenburg County as Tax Collector.



# MECKLENBURG COUNTY

## Office of the Tax Collector

July 14, 2023

Ryan Spitzer, Pineville Town Manager  
P.O. Box 249  
Pineville, NC 28134

Re: Tax Collector's Settlement for Fiscal Year 2023 (Tax Year 2022)  
Order of Collection for Tax Year 2023

Dear Mr. Spitzer:

Please find the enclosed FY 2023 Tax Collector's Settlement. We will work diligently to collect unpaid FY 2023 and other prior year taxes as we move forward with the FY 2024 billing cycle (Tax Year 2023).

According to NCGS 105-373(3), the Tax Collector's Settlement must be entered into the official record of the governing board. Please have this document entered into the record to comply with statute.

I have also included the Order of Collection for Tax Year 2023 (FY 2024). The order must also be approved by your board after the settlement is received into the record. Please return the signed copy of the Order of Collection to me once executed. A scanned copy can be sent to [shalon.page@mecklenburgcountync.gov](mailto:shalon.page@mecklenburgcountync.gov). A hard copy can be mailed to the following address:

Mecklenburg County Office of the Tax Collector  
Attn.: Shalon Page  
P.O. Box 31457  
Charlotte NC 28231-1457

Your attention to both documents is greatly appreciated.

It was my pleasure to serve you, your board, and your residents again this year. Please do not hesitate to contact me with any feedback about our service during this past year.

Sincerely,

Neal L. Dixon  
Tax Collector/Director

Enclosures

CC: Chris Tucker, Town of Pineville Finance Director  
Shalon Page, Executive Assistant

**PEOPLE • PRIDE • PROGRESS • PARTNERSHIPS**  
P.O. Box 31457 • Charlotte, North Carolina 28231 • 980-314-4488



# MECKLENBURG COUNTY

## Office of the Tax Collector

**To:** Ryan Spitzer, Pineville Town Manager  
**From:** Neal L. Dixon, Director/Tax Collector  
**Date:** July 14, 2023  
**Subject:** Tax Collector’s Settlement for Fiscal Year 2023

Pursuant to the provisions of N.C.G.S. 105-373, this memorandum is the Tax Collector’s report of settlement to the Pineville Town Council for Fiscal Year 2023 (tax year 2022).

The total FY 2023 Real Estate, Personal Property, and Registered Motor Vehicle Tax charged to the Tax Collector for collection was \$8,792,552.29

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
\$8,792,552.29	\$8,761,488.37	\$50,998.46	99.65%

At the end of FY 2023 there was 1 tax bill in the amount of \$17.48 under formal appeal with the Board of Equalization and Review or the Property Tax Commission; consequently, the Tax Collector was barred from pursuing collection for this tax bill. The Tax Collector was barred by the U.S. Bankruptcy Court from collecting 5 real estate and personal property tax bills totaling \$2,847.31. When the above totals, which were barred from collection, are removed from the net levy calculation, the collection percentage increases to 99.68%.

Reference is hereby made to reports in the Office of the Tax Collector that list the persons owning real property and personal property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. These reports are available for inspection and review upon request. The Tax Collector has made diligent efforts to collect the taxes due from the persons listed by utilizing the remedies available to him for collection.

**PEOPLE ● PRIDE ● PROGRESS ● PARTNERSHIPS**

3205 Freedom Drive, Suite 3000 (28208) ● P.O. Box 31457 ● Charlotte, North Carolina 28231 ● 980-314-4488

Tax Collector's Settlement for Fiscal Year 2023  
Page 2

Prior Year Collections

During FY 2023, the Tax Collector pursued collection of delinquent prior year taxes.

Real Estate and Personal Property Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2023</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2012	\$4,816,205.89	\$965.99	\$6,737.85	99.86%
2013	\$4,849,300.42	\$1,483.56	\$6,790.24	99.86%
2014	\$4,879,626.59	\$1,499.02	\$5,749.50	99.88%
2015	\$5,556,111.75	\$1,128.79	\$8,330.74	99.85%
2016	\$5,651,858.14	\$15.17	\$9,732.94	99.83%
2017	\$6,339,675.58	\$18.44	\$8,593.19	99.86%
2018	\$6,515,516.93	\$105.87	\$10,618.71	99.84%
2019	\$7,730,566.27	\$1,952.92	\$19,009.88	99.75%
2020	\$8,002,791.59	\$3,680.64	\$43,631.79	99.45%
2021	\$8,185,091.50	\$16,349.66	\$48,468.26	99.41%

Registered Motor Vehicle Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2023</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2019	\$0.00	\$0.00	\$0.00	N/A
2020	\$0.00	\$0.00	\$0.00	N/A
2021	\$0.00	\$0.00	\$0.00	N/A

Please contact me at [Neal.Dixon@MecklenburgCountyNC.gov](mailto:Neal.Dixon@MecklenburgCountyNC.gov) or 980-314-4488 if you have any questions or comments regarding this settlement report.

North Carolina General Statute 105-373(3) requires that this settlement be submitted to the governing board. The settlement shall be entered into the minutes of the governing body. Please ensure that this settlement is entered into the minutes of the governing body as required by statute.

cc: Chris Tucker, Town of Pineville Finance Director  
Julissa Fernández, Tax Operations Director  
Frank Wirth, Tax Collections Director

  
Tax Collector Date July 14, 2023

Sworn to and subscribed before me this 14 day of July, 2023

  
Notary Public

My commission expires: July 19, 2027  
Date



**ORDER OF COLLECTION**

NORTH CAROLINA, PINEVILLE

TO THE TAX COLLECTOR OF MECKLENBURG COUNTY  
GENERAL SATUTE 105-321(b)

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

Witness my hand official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor of Pineville (SEAL)

Attest:

\_\_\_\_\_  
Town Clerk

# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 8/2/2023

**Re:** Resolution to Reimburse for Expenditures – Utility building and yard

---

**Overview:**

The IRS requires a local government to pass a Resolution explaining expenses that may be incurred prior to the issuance of a debt obligation. The reason for the Resolution is so the Town can include these pre-debt obligation expenses into the debt issuance. While the Town may not have any significant expenses before the debt is issued by the bank, this will cover the Town if we do.

**Estimated Costs:**

\$14,000,000

**Attachments:**

Resolution 2023-11  
IRS Statute for Exemptions

**Recommendation:**

Approve the Resolution.



**RESOLUTION NO. 2023-11**

**DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Town Council of the Town of Pineville (the “Town”):

1. The Town Council hereby finds, determines, and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the “Regulations”), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the Town after June 30, 1993, including, without limitation, a requirement that the Town timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the Town.

(b) The Town has advanced and/or will advance its own funds to pay certain capital costs (the “Original Expenditures”) associated with financing, in part, (a) the acquisition, architectural, engineering, surveying, soil testing, bond issuance, construction, installation and equipping of (i) a new Electric Operations Center and (ii) a new PCS Operations Center (collectively, the “Projects”), (b) parking infrastructure for the Projects, and (c) road infrastructure improvements.

(c) The funds heretofore advanced or to be advanced by the Town to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the Town to permanently finance the Original Expenditures.

(d) As of the date hereof, the Town reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the Town, and the maximum principal amount of debt to be incurred with respect to the Projects is expected to be \$13,600,000.

(e) All Original Expenditures to be reimbursed by the Town were paid no more than 60 days prior to or will be paid on or after the date of this declaration of official intent. The Town understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the component of the Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

**IT IS THEREFORE** approved this \_\_\_\_\_ day of August 2023.

\_\_\_\_\_  
Mayor Jack Edwards

ATTEST:

\_\_\_\_\_  
Town Clerk Lisa Snyder



**(f) Exceptions to general operating rules -**

**(1) De minimis exception.** Paragraphs (d)(1) and (d)(2) of this section do not apply to costs of issuance of any bond or to an amount not in excess of the lesser of \$100,000 or 5 percent of the proceeds of the issue.

**(2) Preliminary expenditures exception.** Paragraphs (d)(1) and (d)(2) of this section do not apply to any preliminary expenditures, up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the issuer to finance the project for which the preliminary expenditures were incurred. Preliminary expenditures include architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

# Memorandum



**To:** Mayor and Town Council  
**From:** Ryan Spitzer  
**Date:** 8/2/2023  
**Re:** Resolution to Reimburse for Expenditures – Fire Department

---

## **Overview:**

The IRS requires a local government to pass a Resolution explaining expenses that may be incurred prior to the issuance of a debt obligation. The reason for the Resolution is so the Town can include these pre-debt obligation expenses into the debt issuance. While the Town may not have any significant expenses before the debt is issued by the bank, this will cover the Town if we do.

## **Estimated Costs:**

\$16,000,000

## **Attachments:**

Resolution 2023-12  
IRS Statute for Exemptions

## **Recommendation:**

Approve the Resolution.



**RESOLUTION NO. 2023-12**

**DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Town Council of the Town of Pineville (the “Town”):

1. The Town Council hereby finds, determines, and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the “Regulations”), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the Town after June 30, 1993, including, without limitation, a requirement that the Town timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the Town.

(b) The Town has advanced and/or will advance its own funds to pay certain capital costs (the “Original Expenditures”) associated with financing, in part, (a) the acquisition, architectural, engineering, surveying, soil testing, bond issuance, construction, installation and equipping of (i) a new Fire Department (referred to as “Project”), (b) parking infrastructure for the Project, and (c) road infrastructure improvements.

(c) The funds heretofore advanced or to be advanced by the Town to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the Town to permanently finance the Original Expenditures.

(d) As of the date hereof, the Town reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the Town, and the maximum principal amount of debt to be incurred with respect to the Projects is expected to be \$15,500,000.

(e) All Original Expenditures to be reimbursed by the Town were paid no more than 60 days prior to or will be paid on or after the date of, this declaration of official intent. The Town understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the component of the Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

**IT IS THEREFORE** approved this \_\_\_\_ day of August 2023.

\_\_\_\_\_  
Mayor Jack Edwards

ATTEST:

\_\_\_\_\_  
Town Clerk Lisa Snyder

**(f) Exceptions to general operating rules -**

**(1) De minimis exception.** Paragraphs (d)(1) and (d)(2) of this section do not apply to costs of issuance of any bond or to an amount not in excess of the lesser of \$100,000 or 5 percent of the proceeds of the issue.

**(2) Preliminary expenditures exception.** Paragraphs (d)(1) and (d)(2) of this section do not apply to any preliminary expenditures, up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the issuer to finance the project for which the preliminary expenditures were incurred. Preliminary expenditures include architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.



## PUBLIC WORKS

# Department Update

To: Town Council

From: Chip Hill

Date: August 1, 2023

Re: **Public Works Updates**

**Lynnwood/Lakeview:** The construction is moving forward. The pipe installation behind Mr. Thrower's property is completed. Shallow gas line relocations are currently in progress by gas company.

**Lowry:** Exploratory work discovered that existing storm drainage is very shallow and in poor condition. A special box design approved to correct the shallow conditions in the street at the intersection of S. Polk and Lowry is being installed. The extension of the new pipe will put construction schedule past the school opening. Completion date was scheduled prior to school beginning but was delayed after discovery of problems with the piping. Once we knew of the problems and came up with the fix, we immediately contacted the school. A meeting is scheduled August 3rd with Town Staff, Fire Department, Police Department, school Principal and the contractor to go over traffic concerns. Pricing for storm drain line replacement will be discussed the following week after the design is completed.

**Cone Mill Memorial:** Spectrum has completed the relocation line out of the parking lot. Project permitting is in progress. Construction is now tentatively scheduled for late 2023.

**Johnston Road Realignment:** Charlotte water completed the sewer line rehab. However, the depth of the 8" water main running down Hwy 51 conflicts with the subgrade of the road. The engineer has made a revision to the plan and a meeting on the revision and pricing will be on August 3<sup>rd</sup>.

**Chadwick Park:** Town engineer and Gvest's engineer had a meeting to discuss repairs on storm system. Results of the meeting reached an agreement and plans were submitted to Gvest for completion of the stormwater repairs.

**Huntley Glen:** Town staff, contractor and Mecklenburg County did an inspection last week of the final phase of Huntley Glen and repairs needed were sent to the new developer with Inland. Developer is currently getting quotes for milling and paving. Work is scheduled to begin in 4 to 6 weeks weather permitting.

**Parkway Crossing:** Developer has contacted Mecklenburg County and is going to schedule a meeting for next week to go over closeout procedures for the development. After the meeting we should have an update by next month as information becomes available.

**McCullough:** Mecklenburg County and the Town engineer have reviewed the storm drain video footage and have sent to the developer their notes of repairs needed. ESP, contracted by the developer, has reviewed and made their recommendations and is in the process of sending their recommendations to the Town engineers for their approval.

\*See attached spreadsheet of permits pending/issued.

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

**LOCATION**

**STATUS PERMIT NO**

Spectrum/Melissa Sherrill Telics	Franklin/Main Street	Pending	
Spectrum/Melissa Sherrill Telics	201 Towne Centre Blvd/Pineville Matthews Road	Issued	PW20230721TOWNECENTRE201
Charlotte Water/Zach Pelicone	273 Eden Circle/Cone Avenue	Issued	PW20230630EDENCIRCLE273
AT&T/Kara Rydill A02KFQA	11331 Downs Road	Pending	
Charter/Doug Sharp	9132 Willow Ridge/Goodsell Ct.	issued	PW20230801WILLOWRIDGE9132
Google Fiber/Micheal Scheetz/Telics	10324 John's Towne Dr/Park Crossing Dr 10504 Willow Ridge Rd/Willow Ridge & Goodsell Ct.	Pending	

# Parks and Recreation Department Update

July

2023

Pineville Porcupines played games through July and won the Old North State Championship this past weekend. It was great having them here this summer and look forward to working with them again next year. Our Rock'n and Reel'n series had Jim Quick & Coastline entertain us with some wonderful beach music on July 14 and families came to enjoy our Minions movie on July 28<sup>th</sup>. We offered two Music on Main this past month. Anthony Vasquez was scheduled on Friday, July 7<sup>th</sup> but was sadly cancelled due to some afternoon storms. Garrett Huffman played for us on Friday, July 21<sup>st</sup>. Splashpad and Lake Park has been filled with children and adults as they have enjoyed getting wet in the heat and are enjoying walks around the lake and the new greenway. Summer Camp is going well, as 50 kids enjoy crafts and games, field trips and fun weekly. Registration has begun for Fall soccer this month with well over 150 kids already registered.





# Parks and Recreation Department Update

## July

## 2023



### **General Programming – Belle Johnston**

**Pickleball:** Open Pickleball times Saturdays from 10:15am – 1pm. 65 participants

**Karate:** Wednesdays. 32 participants

**Pre School Open Gym** – Wednesday morning from 9a – 12p – 11 participants

**Cookie Decorating** – July 20 – 14 participants

**Fitness Dance** – Monday evening – 7 participants

**Sound Bath Meditation Class** – July 5 and 19 – 13 participants

**Safe Sitter Babysitting Class** – July 15 – 17 participants

**Summer Camp** – 50 kids per week

July

2023

**Lake Park**

**Tai Chi:** Hold classes T/Th/Sat under the large shelter/stage. 110 participated

**Storytime in the Park** – Every Wednesday morning – 153 kids and 125 adults

**Boot Camp w/ Lia** – M/W/F Am – 68

**The Hut**

**Senior Fit** – Senior Fit Monday – Thursday. 320 participants

**Yoga** – Monday and Thursday - 52 participants

**Cardio Funk:** Lem holds class on Tuesdays at 6:30pm. 8 participants

**Jack D. Hughes**

**Tournaments**

-No Tournaments in July.

**Baseball Field Usage**

-Pineville Porcupines continued their season in July and held 10 home games.

-The Old North State League held their end of season tournament at the end of July. They played 6 games across 3 days and the Pineville Porcupines were crowned league champions.

-On Deck ended their seasons on Fields 2 and 4 in July.

**Multipurpose Field Usage**

Red Wolves Hurling Club continued using field 3 for hurling practice in July.

# Parks and Recreation Department Update

July

2023

## Social Media

### **Facebook**

Post Reach: 16,220

Post Engagements: 3,258

New Page Likes: +20

Total Page Likes: 4,482

Total Page Followers: 5,051

### **Instagram**

New Followers: +43

Total Followers: 1,709

## Facility

**The Hut:** 3 Rentals

**The BJCC Dining Room:** 8 Rentals

**The BJCC Gym:** 0 Rentals

**Large Shelter:** 11 Rentals

**Medium Shelter:** 16 Rentals

**Tot Lot at Lake Park:** 2 Rentals

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

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

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

## Park Maintenance Update

### Lake Park

Cut weekly

Daily park check

Sprayed weeds as needed

Sprayed algae in lake

Repaired broken boards on bridge

Trim shrubs around playground

Monthly building inspections

# Parks and Recreation Department Update

## July

## 2023

### **The Hut**

Cut as needed  
 Trash removal  
 Worked on projector  
 Monthly Building inspections

### **Dog Park**

Cut as needed  
 Picked up limbs

### **Jack Hughes**

Cut weekly  
 Monthly building inspections  
 Added 12 Tona off brick dust to infield warning track  
 Finished new dumpster area an added stone  
 Prepared behind shop for stone and future expansion  
 Trimmed bushes at dugouts at stadium  
 Repaired scoreboard power controller stadium  
 Shop clean up  
 Installed new privacy barrier on shop fence and gates  
 Daily field prep for Old North State League  
 Aerated fields 3 and 4  
 Equipment maintenance as needed  
 Pressure washed all concrete lower court yard  
 Sprayed weeds as needed  
 Sprayed all 4 field for weeds

Cemetery  
 Cut weekly  
 Daily check

### **Town Hall/PD**

Cut weekly  
 Pull/spray weeds  
 Daily check/trash removal

### **Splashpad**

Check chemical readings

### **Cemetery**

Cut weekly  
 Sprayed weeds

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July

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2023

**Social Media**

**Facebook**

Post Reach: 19,459

Post Engagements: 6,011

New Page Likes: +60

Total Page Likes: 4,462

Total Page Followers: 4,993

**Instagram**

New Followers: +79

Total Followers: 1,666



**Human Resources**

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

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

**From:** Linda Gaddy

**Date:** 8/3/2023

**Re:** Human Resources Monthly Report

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Ryan,

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

**New Hires:**

- Harris, Malik**, Police Officer
- Neeley, Caleb**, Police Officer
- Soper, Colin**, Police Officer
- Baldwin, Jerrel A.**, B.L.E.T. police officer trainee
- Denny, Brian M.**, B.L.E.T. police officer trainee
- Doby, Andrew E.**, B.L.E.T. police officer trainee
- Ford, Dashea L.**, B.L.E.T. police officer trainee
- Hazard, Eric M.**, B.L.E.T. police officer trainee
- Walker, James L.**, B.L.E.T. police officer trainee
- Warren IV, Theodore R.**, B.L.E.T. police officer trainee

**Resignation/Termination:**

None

**Retirements:**

None

**Transfers:**

None

**Promotions:**

**Kara Scott Devon**, 911 Telecommunicator, temp call-in to fulltime

**Current Openings:**

- Police Officer**, 3 B.L.E.T. trainees to graduate Aug 18, 7 B.L.E.T. trainees planned to start August 15, 2 sworn Police Patrol or Investigations openings assuming all BLETs graduate, 1 lateral in background check process
- 911 Telecommunicator Assistant Supervisor**, accepting applications
- Park Maintenance Technician**, accepting applications, interviews in progress
- Part time Recreation Assistant**, Parks & Rec, offer extended, verbal acceptance
- Storm Water Technician**, accepting applications

**Departmental Update:****Employee Handbook:**

Due to the changing Town operations and employee expectations, we are reviewing the entire Town Employee handbook and revising policies that are outdated, unclear, or need to be added with the assistance of a professional consultant. This will be reviewed by our Town attorney before presenting to Council. The expected timeframe to present the proposed update is in September or October.

**Performance Management:**

Annual performance reviews are underway and continue through mid-August for all employees except sworn Police personnel who have their reviews on their anniversary dates. Annual merit increases for the non-sworn staff will take place the first of September.

**Annual budgeted pay increases:**

The 8% COLA increase was effective 7/5/2023, as well as the rollout of the updated two Pay Plans with a few structural changes that were planned with the help of a compensation consultant to make sure that they were structured correctly. The increased starting pay rates are already proving to be beneficial to our recruiting efforts, especially in the Police Department. We have also seen employees increase their voluntary retirement contributions.

**Safety:**

Annual hearing tests for field technicians that operate heavy equipment were conducted and the results are in. Anyone with a test result indicating a change from last year is notified and advised to follow up with an audiologist.

**Recruiting:**

Seven candidates are lined up to start Basic Law Enforcement training in August. Most began working for the Town in July in various capacities per a plan developed to bring them on board and familiarize them with the Town and the Police Department.

A candidate that has been identified to take over for Barbara Anderson, who has been our part time recreation Assistant for four years now, has verbally accepted the job. We are still seeking experienced Police Officers, a Parks & Rec Maintenance Technician and a Storm Water Technician.

**Wellness:**

Work is continuing to plan and implement a benefit to encourage healthy living (physical, financial and lifestyle wellness), and a fall Flu vaccination clinic is planned. Also, new wellness benefits and options that are now available through our new healthcare provider CIGNA are being communicated to employees.



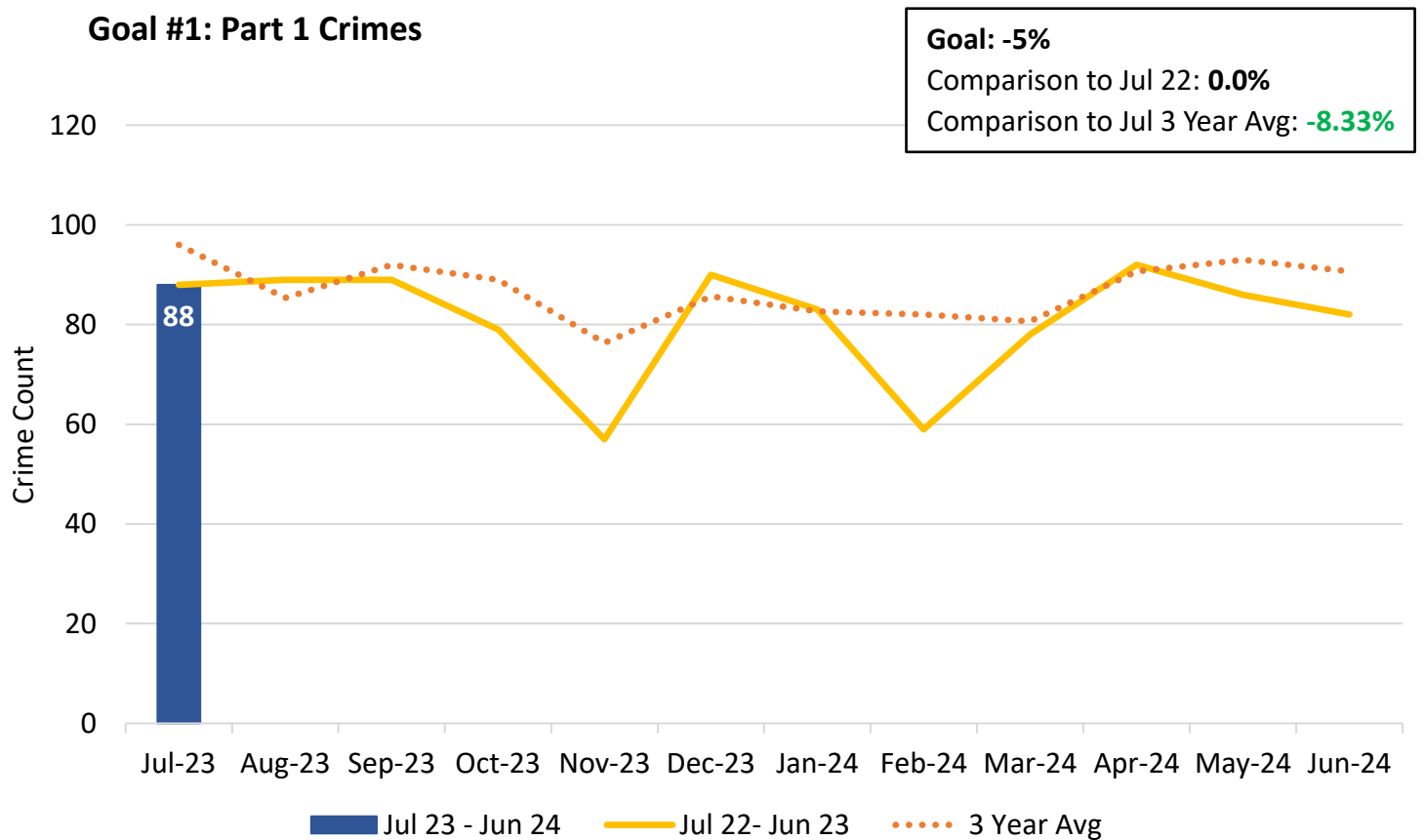
# PINEVILLE POLICE DEPARTMENT

## MONTHLY REPORT July 2023

### Crime Goals

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

### Goal #1: Part 1 Crimes

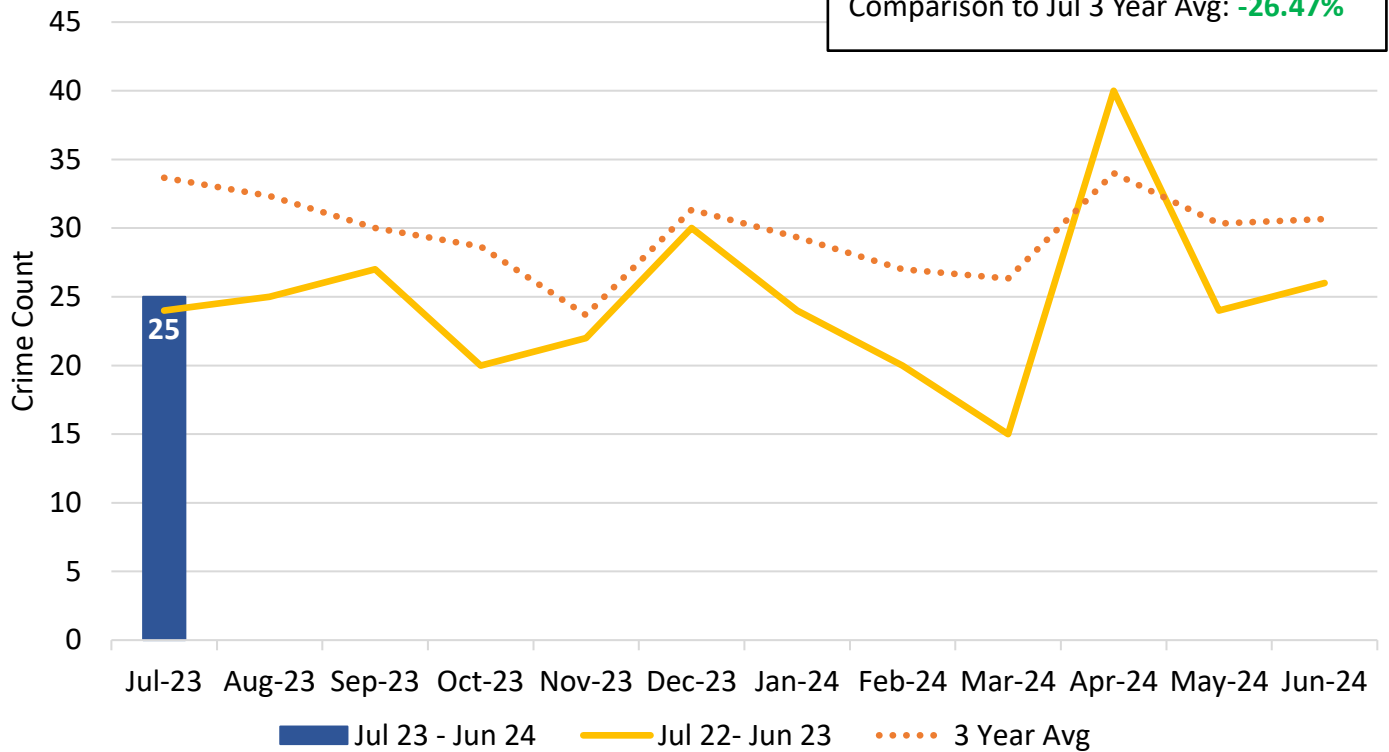


\* data pulled from RMS by offense code equal to 09A, 11A, 120, 13A, 220, 23A-H, 24, 200; unfounded removed



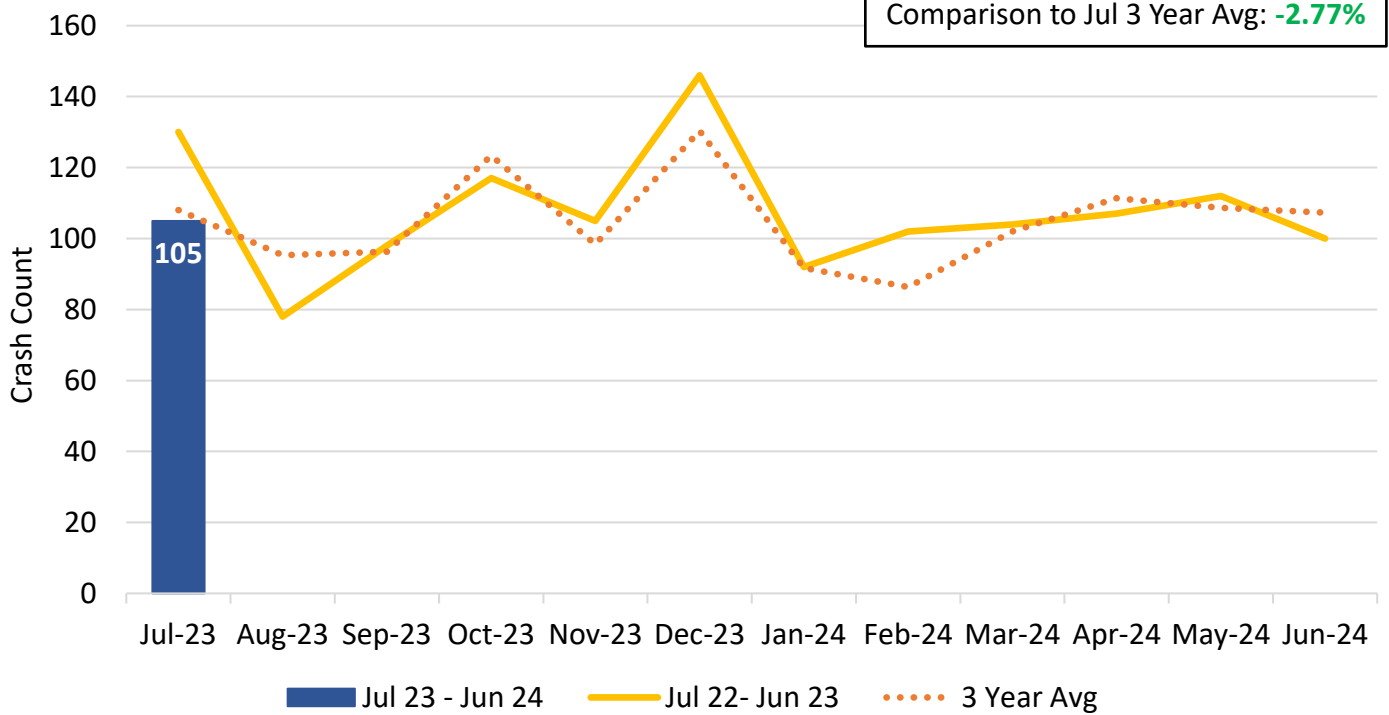
### Goal #2: Carolina Place Mall - Group A Offenses

**Goal: -10%**  
Comparison to Jul 22: **4.16%**  
Comparison to Jul 3 Year Avg: **-26.47%**



### Goal #3: Traffic Accidents

**Goal: -5%**  
Comparison to Jul 22: **-19.23%**  
Comparison to Jul 3 Year Avg: **-2.77%**



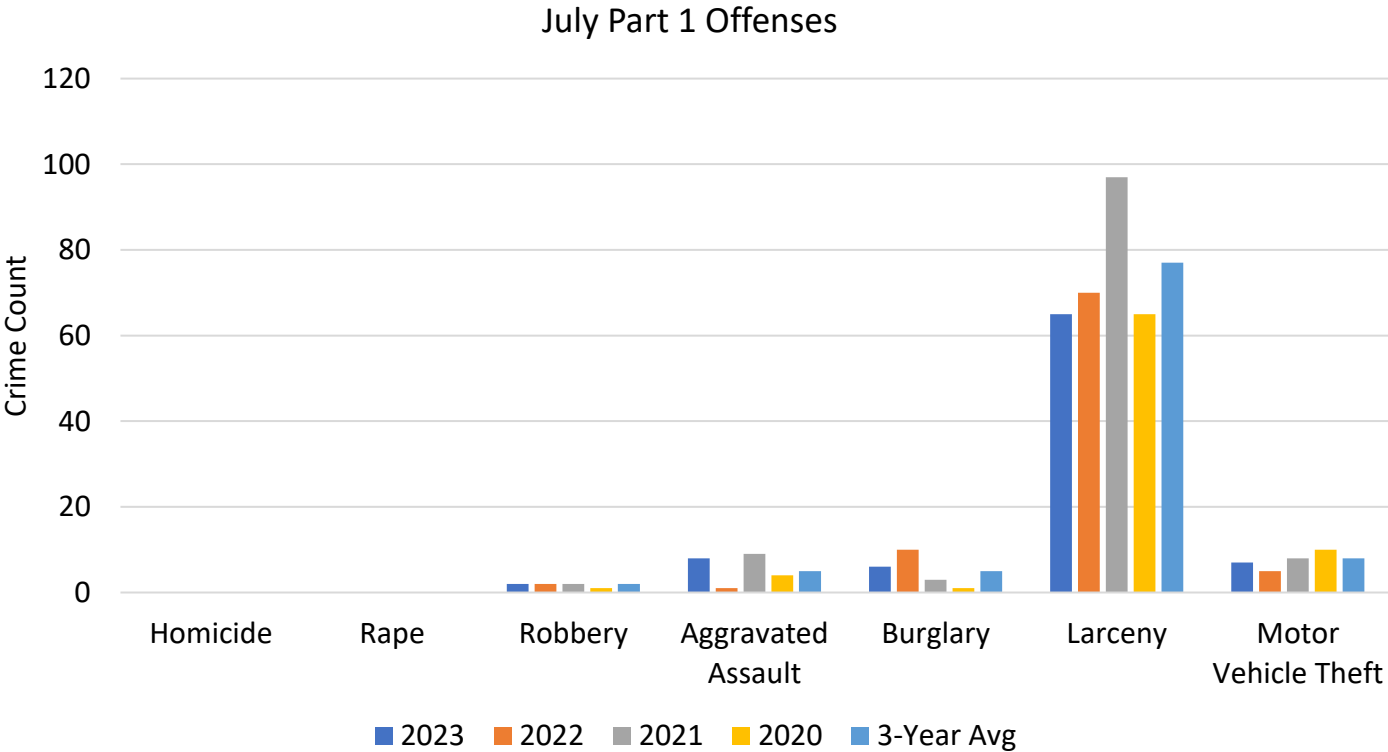
\*top chart: data pulled from RMS by locations containing "11001, 11009, 11017, 11033, 11025, 11041, 11049, 11055, 11059, 11067"; offenses not containing "90" in code removed  
\*bottom chart: data pulled from CAD; traffic accident and hit and run calls with disposition of report taken or rendered assistance MI

**Monthly Crime Statistics**

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

July Crime Statistics Part 1 Offenses						
	2023	2022	2021	2020	3-year average (2020-2022)	ETJ
Homicide	0	0	0	0	0	0
Rape	0	0	0	0	0	0
Robbery	2	2	2	1	2	0
Aggravated Assault	8	1	9	4	5	2
Burglary	6	10	3	1	5	0
Larceny	65	70	97	65	77	2
Motor Vehicle Theft	7	5	8	10	8	0

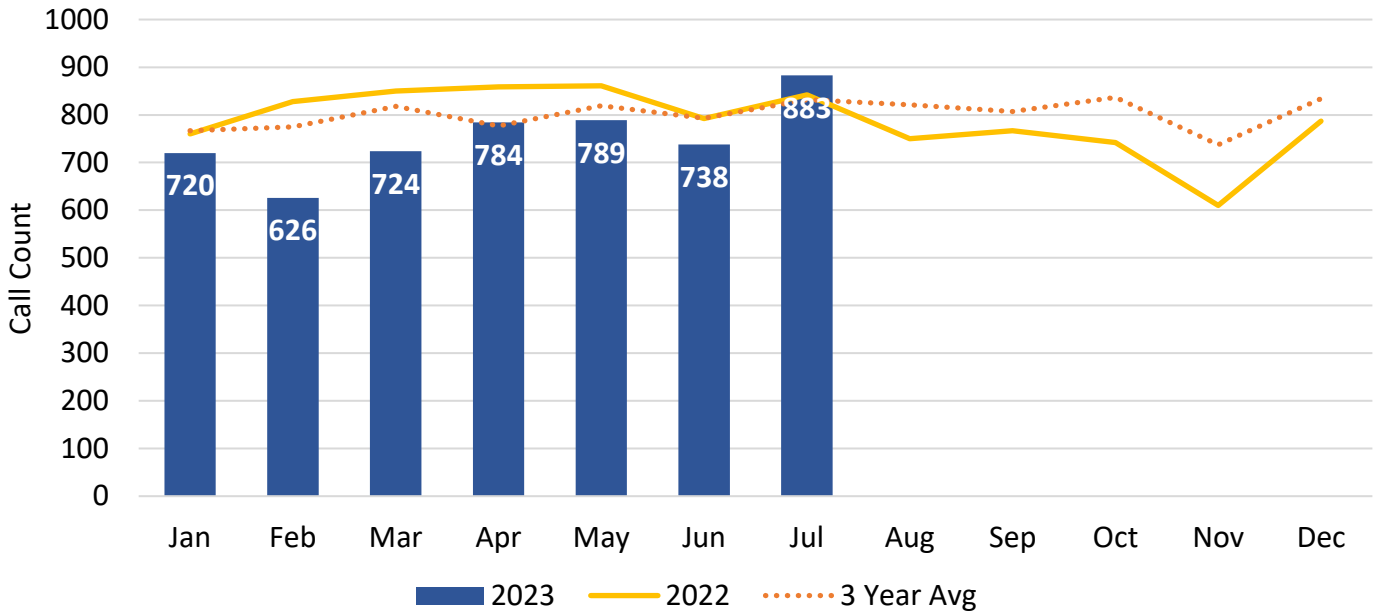
\* ETJ statistics included in total number of offenses



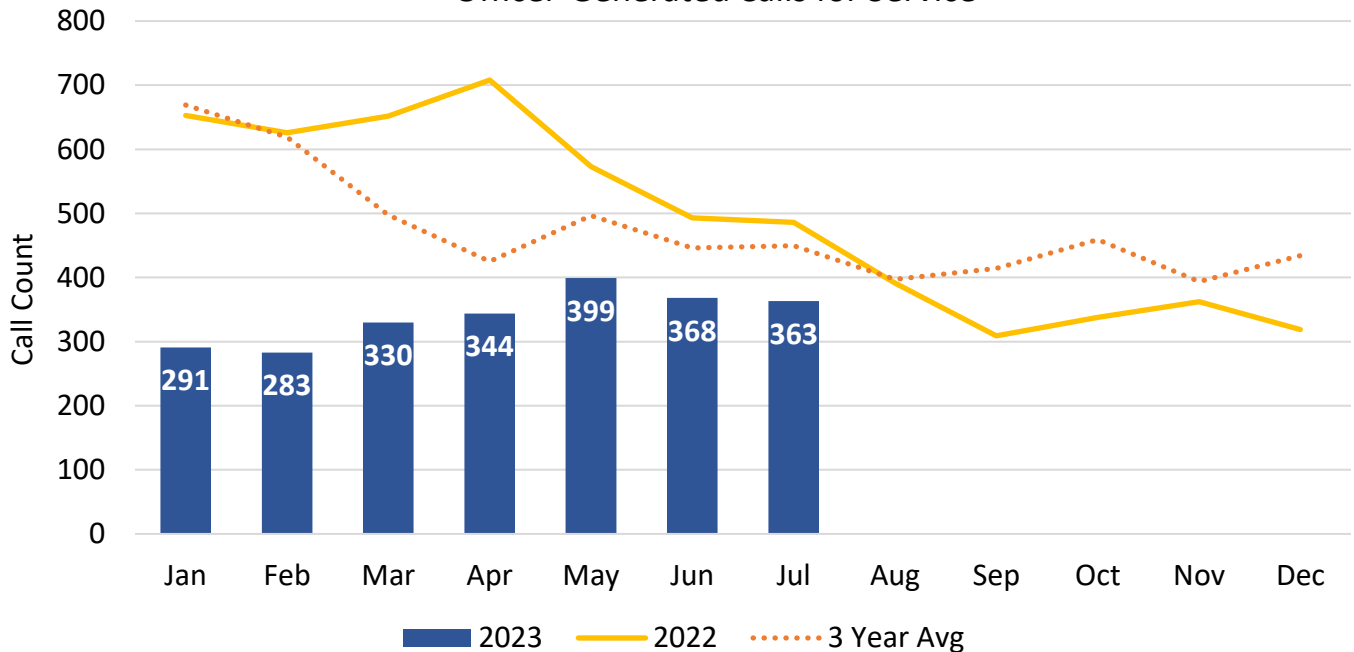
### Calls for Service

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

#### Citizen-Generated Calls for Service



#### Officer-Generated Calls for Service



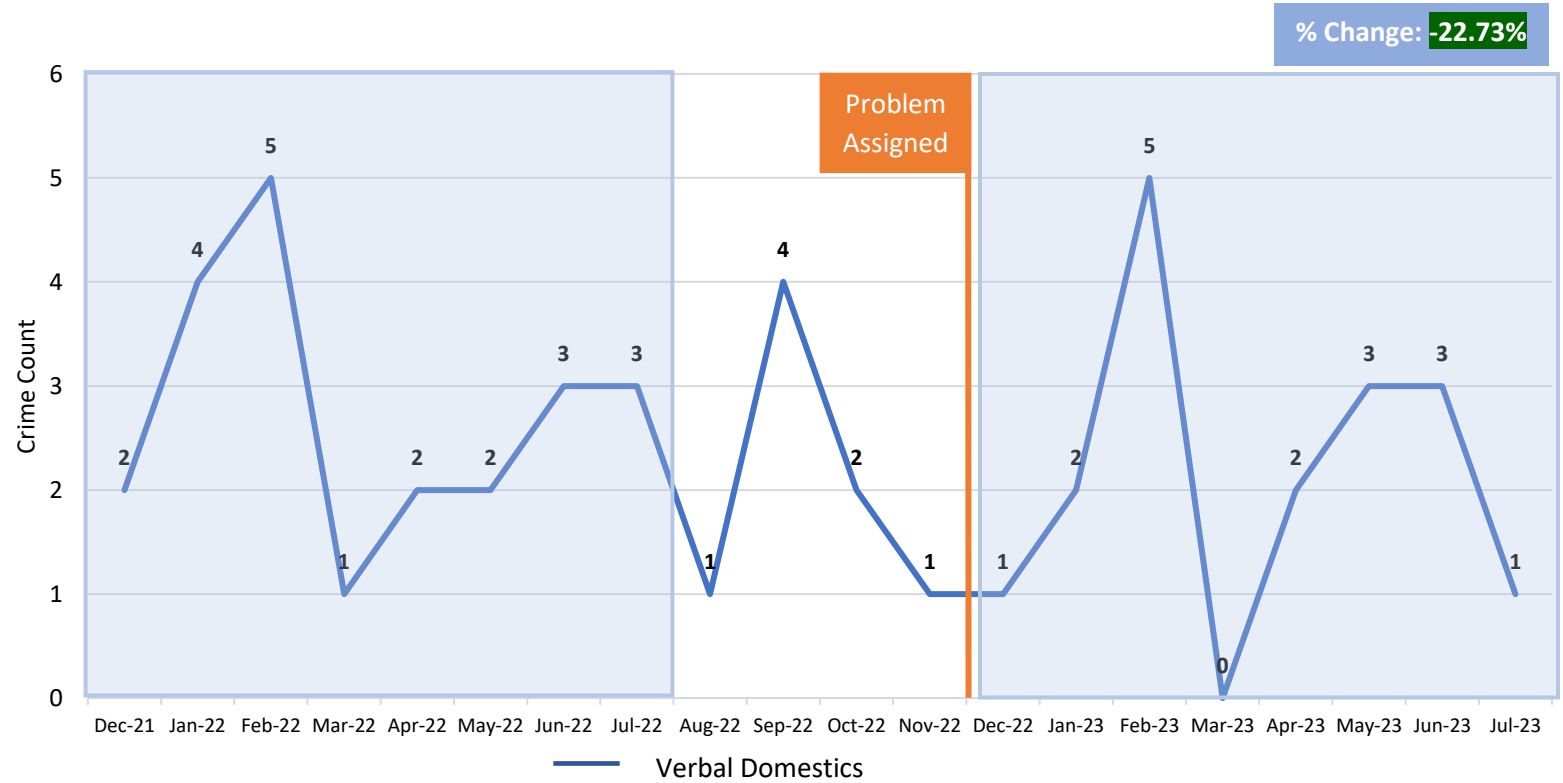
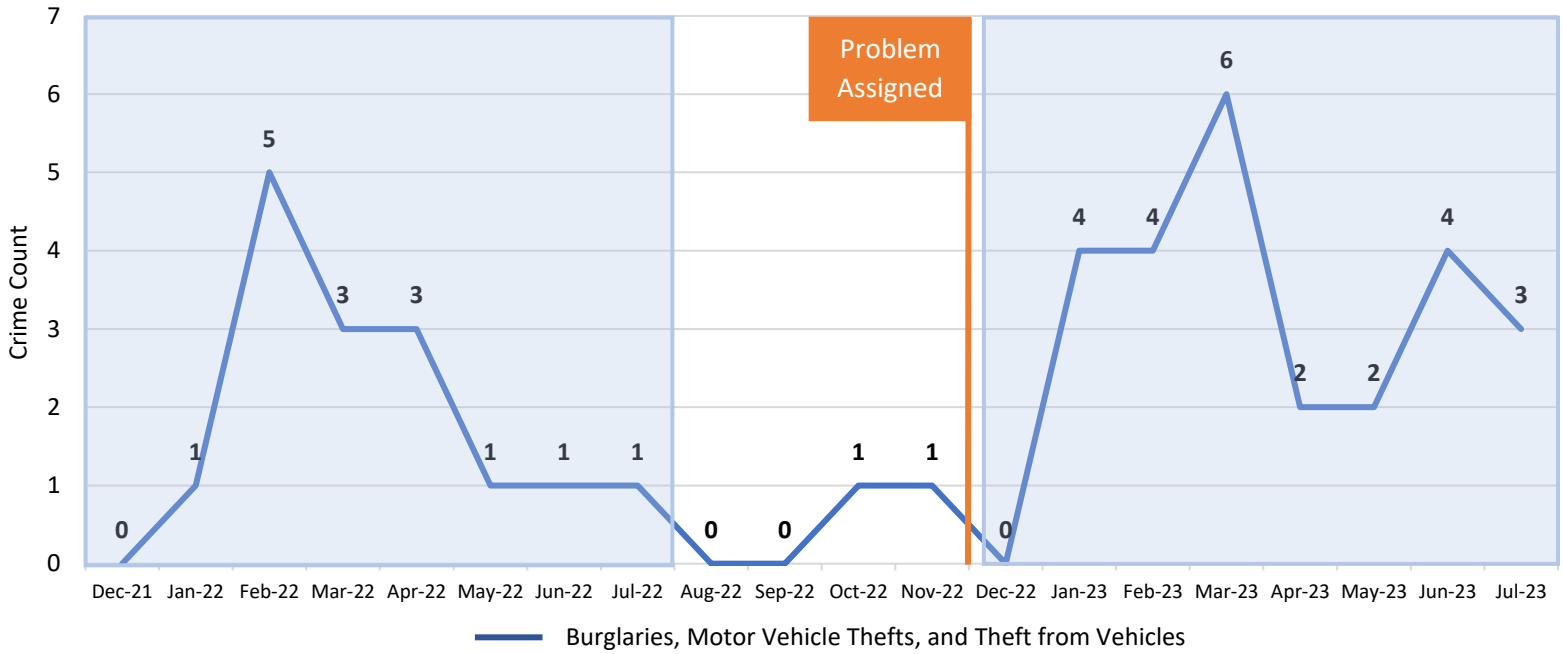
\*zone checks and foot patrols removed

### Problem Locations

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

#### 1. Sabal Point Apartments

**% Change: 66.67%**



**% Change: -22.73%**

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

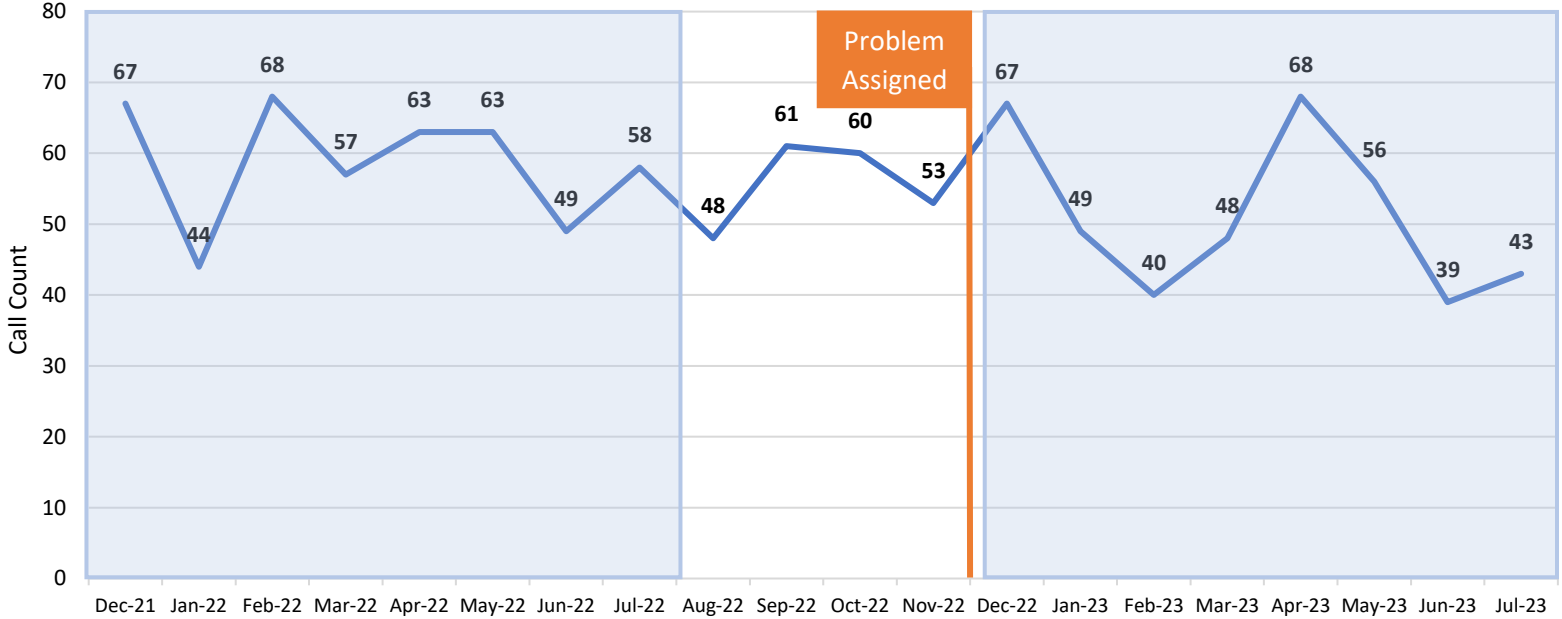
## Problem Area

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

### Carolina Place Mall

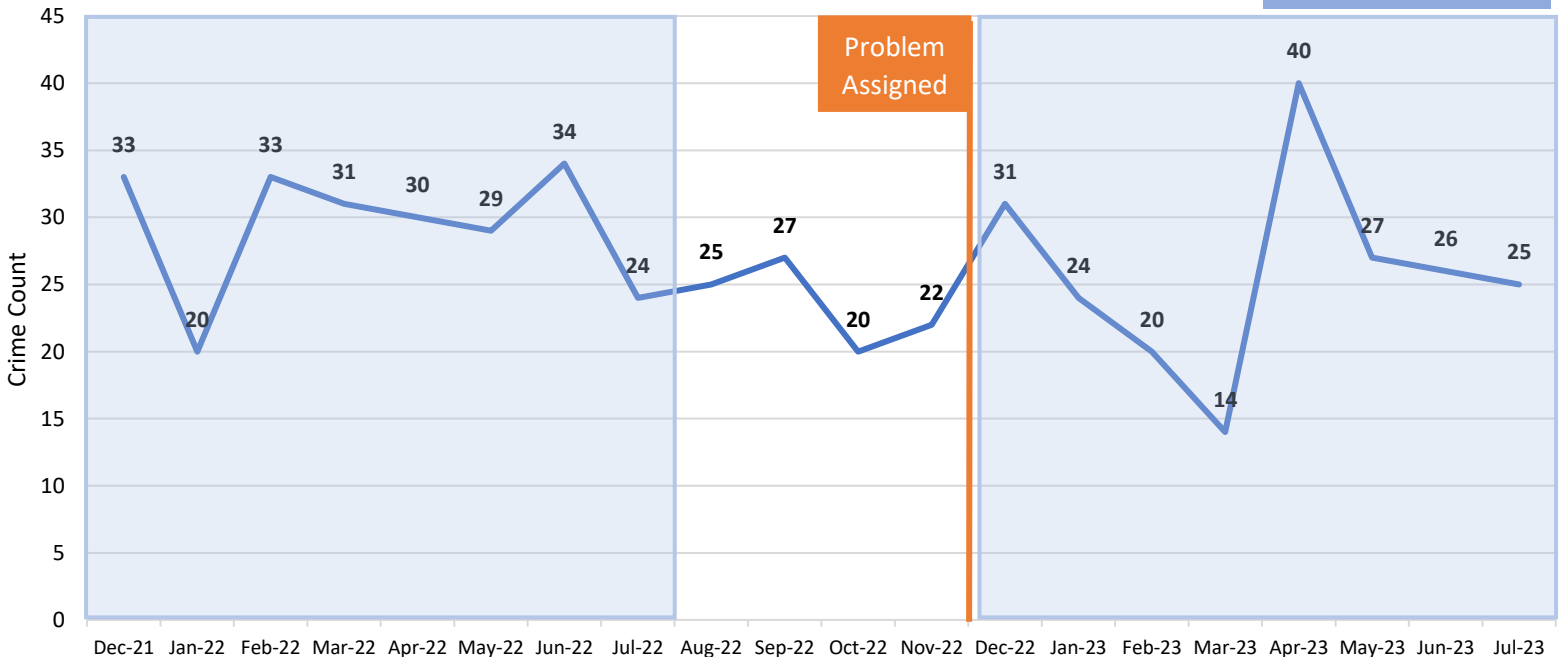
#### 1. Citizen-Generated Calls for Service

% Change: **-12.58%**



#### 2. Group A Offenses

% Change: **-11.54%**

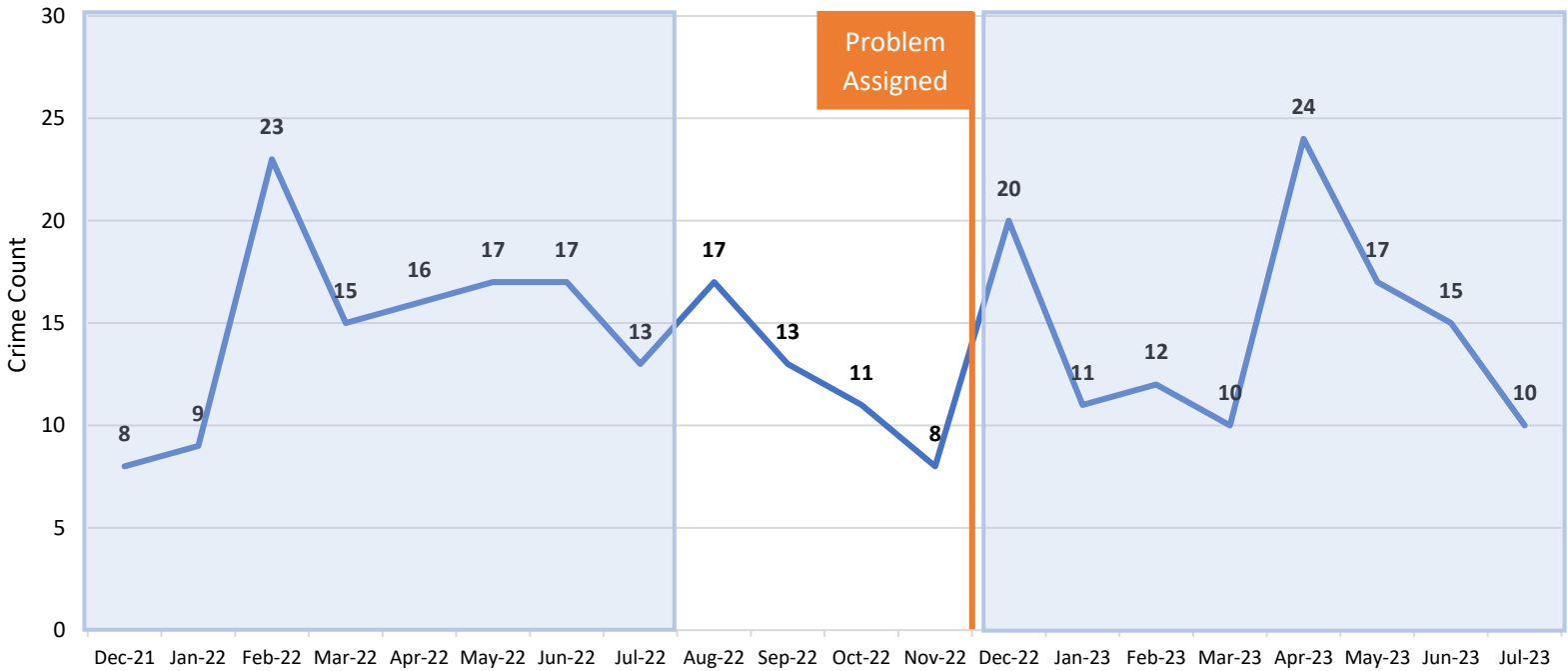


\*top chart: data pulled from CAD by locations containing "11001, 11009, 11017, 11033, 11025, 11041, 11049, 11055, 11059, 11067"; includes "how received" of 911, phone, walk-in, computer, unfounded removed

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

### 3. Shoplifting

% Change: **8.45%**



### July Community Engagement

- Monthly Chamber of Commerce Meeting
- Monthly OSHA meeting and inspections
- Recruiting meetings and schedules
- Working with the Intern for her schedule and creating a program
- Faith and Blue meeting
- Interview for Columbian Festival
- Getting new hires situated with HR, and the departments they work for
- Lamplighter HOA meeting
- Walkabout Cardinal Woods
- Blood Drive
- Columbian Festival
- Recruiting

Weekly meetings with Chief on progress for projects. Manage Twitter, Instagram, Facebook and Ring apps for the PD Recruiting has been the majority of my time as I check indeed daily and email candidates information to get them started.

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

## July Traffic Enforcement

### Traffic Enforcement Type and Dispositions

Enforcement	Count
Traffic Stop	194
Citation Issued	71
Warning	111
Report Taken	6

\*Officer-generated traffic stops; unfounded removed

### Locations of Traffic Enforcement

Street Name	Count
POLK ST	30
PINEVILLE-MATTHEWS RD	29
MAIN ST	24
CAROLINA PLACE PKY	18
PARK RD	11
LANCASTER HWY	9
TOWNE CENTRE BLVD	6
ROCK HILL-PINEVILLE RD	5
DOWNS CIR	5
CENTRUM PKY	4
CADILLAC ST	4
CRANFORD DR	4
JOHNSTON DR	4
LEE ST	4
PINEVILLE RD	3
MEADOW CREEK LN	2
RODNEY ST	2
COMMERCE DR	2
DORMAN RD	2
JOHNSTON RD	2
FELDFARM LN	2
LEITNER DR	2
I-485 INNER HWY	2
MCCULLOUGH CLUB DR	2
CHURCH ST	1
SABAL PARK DR	1
LOWRY ST	1
WILSON GROVE RD	1
FRANKLIN ST	1
WINDY PINES WAY	1
DOWNS RD	1
KETTERING DR	1

<b>LYNDON STATION DR</b>	<b>1</b>
<b>CONE AVE</b>	<b>1</b>
<b>SABAL POINT DR</b>	<b>1</b>
<b>AMON LN</b>	<b>1</b>
<b>BALLANTYNE COMMONS PKWY</b>	<b>1</b>
<b>I-485 OUTER HWY</b>	<b>1</b>
<b>MCINTYRE RIDGE RD</b>	<b>1</b>
<b>MCMULLEN CREEK PKY</b>	<b>1</b>
<b>Grand Total</b>	<b>194</b>

\*based on location of stop in CAD



# Department Update



**To:** Town Council

**From:** Travis Morgan

**Date:** 8/8/2023

**Re:** Town Planning Updates

**PLANNING:**

**Carolina Logistics:** Plans and road right of way in review for approval for newly approved driveway and Downs Rd improvements

**Johnston Drive Part 2:** Work continues on Part 2 plans and right of way

**123 Main:** Vacant building will be new location for Machu Piccu restaurant

**CODE ENFORCEMENT:**

<p><b>High Weeds and Grass/debris:</b>                  10303 Osprey                  12727 Dorman                  321 Meyer                  123 Main                  4917 Grace view                  14026 Green Birch                  403 Dover                  523Main/109 Reid                  10201 Sam Meeks                  Parkway Crossing Townhomes                  10313 Killogrin                  10300 Osprey                  10315 Osprey                  11709 Park rd                  426 Park Av                  427 Park Av                  10222 Johnston                  8740 Pineville-Matthews                  8750 Pineville-Matthews                  309 Amon Ln                  400 Amon Ln                  300 Amon Ln                  522 Main                  Melinda Earnheart Property Dorman Rd                  12935 Dorman Rd                  11812 Carolina Place                  813 Main                  10631 Park rd</p>	<p><b>Dumpster:</b>                  725 Brian Cr</p> <p><b>Community Appearance/Junk Vehicle:</b>                  IHOP                  123 Main                  103 Marine                  11415 Carolina Place                  10015 Lee</p> <p><b>Signs:</b>                  Lowe’s                  9939 Lee St                  12629 Downs Cr</p> <p><b>Parking on Sidewalk:</b></p>	<p><b>Parking on the lawn:</b>                  10020 Industrial                  9628 Industrial                  426 Park Av</p> <p><b>Commercial vehicles:</b>                  BJ’s</p> <p><b>Temp Permit:</b>                  Lowe’s</p> <p><b>Site Plan:</b>                  Lowe’s x2                  Mercedes</p>
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# September

# 2023



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 <b>HOLIDAY</b>	5	6	7	8	9
10	11	12 <b>COUNCIL MEETING 6:30 PM</b>	13	14	15	16
17	18	19	20	21	22	23 <b>4 Miler @ BCCC</b>
24	25 <b>WORK SESSION 6:00 PM</b>	26	27	28 <b>TELEPHONE BD MEETING 3:30 PM</b>	29	30