



TOWN COUNCIL
TOWN HALL COUNCIL CHAMBERS
THURSDAY, AUGUST 21, 2025 AT 6:30 PM

AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag (DM)

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. - Town Council Meeting of July 8, 2025
- Work Session Meeting of July 28, 2025

AWARDS AND RECOGNITION

2. Pineville Neighbors Place Presentation to Mayor and Council (*Staci McBride*)
3. Introduction of our new Co-Responder, Allison Pastirik, at the Pineville Police Department

BOARD UPDATES

4. CRTPO Presentation (*Will Snyder/Merritt McCully*)

CONSENT AGENDA

5. Resolution 2025-12 for Surplus Items
6. 2026 Holiday Schedule

PUBLIC COMMENT

PUBLIC HEARING

7. Nazarene Church Conditional Site Plan Amendment (*Travis Morgan*)
8. Middle James Brewery Conditional Site Plan Amendment (*Travis Morgan*)
9. Carolina Logistics Road Acceptance (*Travis Morgan*)
10. Peddler Ordinance Review (*Ryan Spitzer*)

OLD BUSINESS - *None*

NEW BUSINESS

11. Appointment of Tax Collector (*Ryan Spitzer*) - **ACTION ITEM**
12. Bond Order for Revenue Bond Debt Issuance (*Chris Tucker*) - **ACTION ITEM**
13. Discussion of Maintenance Bonds vs Performance Bonds (*Ryan Spitzer*) - **ACTION ITEM**
14. Nazarene Church Conditional Site Plan Amendment (*Travis Morgan*) - **ACTION ITEM**
15. Middle James Brewery Conditional Site Plan Amendment (*Travis Morgan*) - **ACTION ITEM**
16. Carolina Logistics Road Acceptance (*Travis Morgan*) - **ACTION ITEM**
17. Peddler Ordinance (*Ryan Spitzer*) - **ACTION ITEM**
18. Resolution 2025-13 for Approval of Mecklenburg County's Hazard Mitigation Plan (*Ryan Spitzer*) - **ACTION ITEM**
19. Award of Contract to Lambert's Cable Splicing and Resolution 2025-11 Approving the Award of Contract to Lambert's Cable Splicing (*David Lucore*) - **ACTION ITEM**
20. Memorandum of Understanding Among and Between Local Government for MPTA (*Ryan Spitzer*) - **ACTION ITEM**

MANAGER'S REPORT

MONTHLY STAFF REPORTS

21. Public Works
- Parks & Rec
- HR
- PD
- PCS
- Planning

CALENDARS FOR COUNCIL

22. September

CLOSED SESSION

ADJOURN

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

Mayor
David Phillips

Mayor Pro Tem
Ed Samaha

Town Manager
Ryan Spitzer



Town Council
Amelia Stinson-Wesley
Chris McDonough
Danielle Moore

Town Clerk
Lisa Snyder

TOWN COUNCIL MINUTES OF JULY 8, 2025

CALL TO ORDER

Mayor David Phillips called the meeting to order @ 6:30 pm.

Mayor: David Phillips

Council Members: Amelia Stinson-Wesley, Chris McDonough, Danielle Moore

Town Manager: Ryan Spitzer

Assistant Town Manager: Chris Tucker

Town Clerk: Lisa Snyder

Town Attorney: Janelle Lyons

Absent: Mayor Pro Tem: Ed Samaha

PLEDGE ALLEGIANCE TO THE FLAG

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

MOMENT OF SILENCE

Mayor David Phillips asked for a moment of silence for our first responders and the Texas families and children that are missing.

ADOPTION OF AGENDA

Council Member Stinson-Wesley made a motion to adopt the agenda with a second was made by Council Member Moore. All ayes. (**Approved 3-0**).

APPROVAL OF MINUTES

The Minutes of the June 10, 2025, Town Council Meeting, the June 10, 2025, the Closed Sessions (*Sealed*) on June 10, 2025, and the June 23, 2025, Work Session were submitted for approval.

Council Member Moore moved to approve the minutes as presented with a second made by Council Member Stinson-Wesley. All Ayes. (**Approved 3-0**)

AWARDS AND RECOGNITION

Mayor Phillips swore in two new Pineville Police Officers, Andrew Ferrer and Ramon Salas, and presented them with their badges. Photos were taken of the officers with their families. Chief Hudgins added his thanks to Council for allowing his department to add more officers, to allow a hiring bonus to make them more competitive with surrounding areas, pay raises for sworn officers and staff, and stated that he is very grateful to the Council and Town Manager. Mayor Phillips added that our first responders play a big role in making this town what it is and thanked them.

BOARD REPORTS

There were no board reports this month.

CONSENT AGENDA

Mayor Phillips asked for approval of the Consent Agenda item which consists of a Proclamation for Parks and Recreation Month.

Council Member Stinson-Wesley moved to approve the Consent Agenda with a second provided by Council Member Moore. All ayes. (**Approved 3-0**)

PUBLIC COMMENT

Laura Stout, Pineville resident. Mrs. Stout spoke about the sidewalks on Cone Ave. There are many cracks and gaps, including 6-inch gaps that even an able-bodied person would have trouble walking on. She doesn't feel that they are ADA compliant. She believes that if you ask and make enough noise, people will listen. New sidewalks would make a big difference in the community.

PUBLIC HEARING

There were no Public Hearings this month.

OLD BUSINESS

Huntley Glen Informational Item Only (Ryan Spitzer). Mr. Spitzer reviewed an email from Pineville resident, Brett Ford, regarding finalizing the Huntley Glen neighborhood and having the maintenance bond in effect. He said that a bond is a contract between the Town and the developer to ensure that the physical work is up to Town standards. We can't hold the developer accountable to things on the South Carolina side. Huntley Glen is dissected into the South Carolina side. We don't have any control over holding up a bond for them to fix the pool on the South Carolina side. If the work on the North Carolina side is complete, we are contractually obligated to release the bond. We will work with the HOA to put in more lights (that the developer had removed) along with Electricities. Council Member Stinson-Wesley added that she has been in contact with Mr. Ford and Electricities and will respond to him.

NEW BUSINESS

Approval of Bank Proposal for New Substation (Chris Tucker). Assistant Town Manager/Finance Director Tucker advised that we will be reviewing financing for the new substation. Davenport issued a Request for Financing proposals to banking institutions last month and they received 3 bank proposals that will be presented tonight. In addition, we are presenting a resolution for Council's approval at the end of this session. Mitch Brigulio, with Davenport, gave a presentation outlining the 3 proposals that were received. Council decided between 2 of the options which were Truist, with a 15-year loan at 4.29% or Webster, with a 20-year loan at 4.63%.

Council Member Stinson-Wesley asked what other municipalities are doing in terms of their loans. Mr. Brigulio replied that they are doing the 15 or 20-year for this level of infrastructure. Assistant Town Manager/Finance Director, Chris Tucker, added that we have had accounts with both Truist and Webster. He would prefer to go with Truist with less total interest.

Council Member McDonough moved to approve the election of Truist, 15-year term, and 4.29% interest, with a second provided by Council Member Stinson-Wesley. All ayes. (**Approved 3-0**).

Initial Findings Resolution for New Substation (Chris Tucker). Mr. Tucker said that after choosing which bank proposal, the next step is to approve an initial financing resolution. This resolution puts into record many of the things we have discussed: reason for the project, debt engagement with the bank, financing team and bond counsel, and requests that the Finance Director submit an application to the LGC for the issuance.

Council Member Stinson-Wesley moved to approve Resolution 2025-10, with Truist listed as the bank and the 15-year term, with a second made by Council Member Moore. All ayes. (**Approved 3-0**)

Town Event Permit (Riley George). Riley George provided an update to Council of the new Town Event Permit to be used by anyone who wants to hold an event on Town properties, which includes adding references, if the event hadn't been held before, and smaller events, such as a wedding, where insurance may or may not be required. It was also confirmed that the police department could enforce if there are any issues, or if the event is held without the permit. The biggest change is adding each Department Head will see the event, discuss, add comments, approve/deny with final approval will be by the Mayor and/or a Council member so they are aware of the event. The permit will be required to be submitted 45 days in advance. A determination of police presence needed will also be made.

Council Member Moore moved for the acceptance of the revised form with a second made by Council Member Stinson-Wesley. All ayes. (**Approved 3-0**)

Site Plan Review for the Sidewalk at Nazarene Church (Travis Morgan). Planning Director Travis Morgan gave an update relating to new sidewalk width requested by the Church of the Nazarene and advised that this is informational only. Applicants are requesting reduced sidewalk widths, such as 6-foot-wide sidewalk along Pineville-Matthews Road, to match future sidewalks, as proposed by the NCDOT. He will bring this item back to Council in the future.

Town Representative on Firefighter's Relief Fund Board of Trustees (Ryan Spitzer). Mr. Spitzer reported that the Relief Fund was created to financially assist firefighters who experience injury or loss of life while performing fire department duties. The Fire Department currently controls the funds and needs board members to disburse the funds. There is a five-member board with two of the board members appointed by the Town. Brantley Stallings and Thomas White have offered to be representatives for this Board.

Council Member McDonough moved to approve Brantley Stallings and Thomas White as members of the Board of Trustees, which Council Member Moore providing a second. All ayes. (**Approved 3-0**)

MANAGER'S REPORT

Town Manager Spitzer reported that the boardwalk at McCullough Greenway is nearing completion. They are anticipating the end of August for it to be done. The Johnston Road realignment is coming along with the water and natural gas lines completed. Sealand will begin their work next week to start grading and getting it ready for paving.

ADJOURNMENT

Council Member Stinson-Wesley made a motion to adjourn followed by a second made by Council Member Moore. All ayes. The meeting was adjourned at 7:33 pm.

Mayor David Phillips

ATTEST:

Town Clerk Lisa Snyder



Item 1.
505 Main Street
PO Box 249
Pineville, NC 28134
704-889-2291

www.townofpinevillenc.gov

WORK SESSION MINUTES MONDAY, JULY 28, 2025 @ 6:00 PM TOWN HALL COUNCIL CHAMBERS

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, July 28, 2025 @ 6:00 p.m.

ATTENDANCE:

Mayor: David Phillips

Mayor Pro Tem: Ed Samaha

Council Members: Chris McDonough, Danielle Moore, Amelia Stinson-Wesley

Town Manager: Ryan Spitzer

Town Clerk: Lisa Snyder

Asst. Manager/Finance Director: Chris Tucker

Planning Director: Travis Morgan

CALL TO ORDER:

Mayor David Phillips called the meeting to order at 6:00 p.m.

DISCUSSION ITEMS:

Pineville Neighbors Place report (Staci McBride). Ms. McBride thanked Council again for their donation this fiscal year. This support provides life-changing source of assistance and enables families to stay stably housed during these difficult economic times. This past year, they've received many requests from people with significant health issues that missed two months of work. They are seeing a higher level of eviction rates as landlords move people out more quickly than they have done in prior years. PNP is trying to partner with them prior to evictions being filed.

Ms. McBride stated that they have lost approximately \$100,000 due to budget cuts this fiscal year. They are entering their busy season now with their food programs and other fundamental services. Here are some ways that the community can help: School supplies/backpacks (items collected through August 12); Campus Beautification at Sterling Elementary; Mobile food pantries; Annual Potato Drop (Scheduled for Saturday, August 11 at 9:00 am at the Carolina Place Mall parking lot); and the Shop With a Cop Program (targeted for December 6 and December 8).

Historic Landmark Commission presentation (John Howard). Mr. Howard gave a presentation on the Historic Landmark Commission in Mecklenburg County. There are twelve historic districts. Mecklenburg

County has 378 landmarks: (Charlotte – 272, Cornelius – 9, Davidson – 32, Huntersville – 36, Matthews – 23, and Pineville – 6). There are tax credits for restoration of a historic landmark. He explained what a historical landmark is and the benefits of preservation. There are guidelines from the Secretary of Interior for the treatment of historic properties, which include Rehabilitation, Renovation, and Restoration.

Carolina Logistics Park (Travis Morgan). Mr. Morgan advised that Beacon Partners has requested the Town Council to formally approve the road acceptance of Carolina Logistics Drive as a public town roadway and release the construction bond in favor of the one-year maintenance bond. Beacon has agreed to put up no parking signs and patching of the asphalt related to commercial vehicle parking. Mr. Morgan added that if accepted, it will be 3,650 linear feet that will be added to the Powell Bill.

Middle James Brewery (Travis Morgan). Mr. Morgan stated that the applicant, Michael Smoak, of Middle James Brewery, is requesting consideration of year-round tents at their location at 400 N. Polk Street beyond the 56 temporary event days limited by the Zoning Ordinance. Mr. Smoak is wanting to place four tents on 800 square feet. The Zoning Ordinance allows up to twice the exterior event space as the interior space. Council Member Moore requested no smoking be permitted inside the tents and stated that the tents need to be flame retardant and be secured so they cannot fly away. She also asked for a specific bathroom type like The Bowl in Ballantyne has.

Mr. Morgan summarized by stating that this is a site-specific request and would be limited to this property.

Fire Department ETJ (Chief Gerin). Town Manager Spitzer advised that this subject began about three years ago in front of another council and it has come up again. Mecklenburg County has asked us to assume protection services in the ETJ. Chief Gerin outlined the ETJ area that would be covered. Chief Gerin noted and asked, in the budget for FY26, \$1,250,000 is slated – How will we staff? Will this be enough? Will it affect their ISO rating? It is important to lower their ISO rating.

Charlotte Fire can operate that area but would not get our funding from the County. The County has asked us to take it over. We do have a mutual aid agreement and we will continue to help each other. Mayor Pro Tem Samaha asked what we get out of it. Chief Gerin replied that we add more people; the con would be possibly negatively affecting their ISO rating.

There was a general discussion. The Mayor and Council members would all like to see the numbers before they make a final decision.

Peddler Ordinance (Ryan Spitzer) Mr. Spitzer reviewed the history of this ordinance over the past year and Town Council voted to not allow solicitation in Pineville. We did an ordinance to not allow peddlers on the side of the road to be forceful. The change to this ordinance has necessitated a revision to Section 111.02 Sale of Goods on Streets; Peddlers.

Section 111.01 and 111.02 have to deal with Solicitation. Section 111.03 to 111.07 has to deal with Peddlers. Peddlers are our vendors and we invite them in. Does Council want to designate certain areas for peddlers? Do they want to designate certain times? Do they want a cost for a permit? Council Member Moore would like Mr. Spitzer to bring options to them. She asked about Elections to which Mr. Spitzer replied that Elections are protected.

Parking (Ryan Spitzer). Mr. Spitzer gave a presentation on parking within the Town, pertaining to HOA regulations and various conditions in the Town and noted that one size does not fit all. Currently, Chapter 72 of our Town Code outlines our parking. There is a Bill going through the General Assembly that will make HOAs come before the Town to restrict on-street parking in the neighborhood. All public streets follow the same rules regardless of zoning. He shared potential new ordinances/regulations, and potential ways to look at the problem.

The pilot project is Olive Street. Driveways on this street are one-car driveways. There is the potential to place no parking signs in that area. Mr. Spitzer said that he will be proactive and bring back things that we could do easily. Council Member Stinson-Wesley wants accommodations for the speeding and feels that staggered parking could reduce this. Council Member Moore would like the residents on Olive Street to do a survey with their input, in addition to a public hearing.

Next steps: Working group will continue to meet; bring back solutions to Town Council based on direction; and continue to evaluate other jurisdictions. We will start with the survey and ask for feedback. Enforcement was also discussed. Most parking complaints are after 5:00 pm. We will have to work with the Police Department to carve out some time to address this.

Council Member Moore moved to adjourn the Work Session followed by a second made by Mayor Pro Tem Samaha. All ayes.

The Mayor adjourned the meeting at 7:54 pm.

David Phillips, Mayor

ATTEST:

Lisa Snyder, Town Clerk



Charlotte Regional Transportation Planning Organization

Transportation Planning Accomplishments and Upcoming Initiatives

Pineville Town Council
August 21, 2025

Overview of MPOs & CRTPO



Programming & Funding Processes



Key Initiative Updates

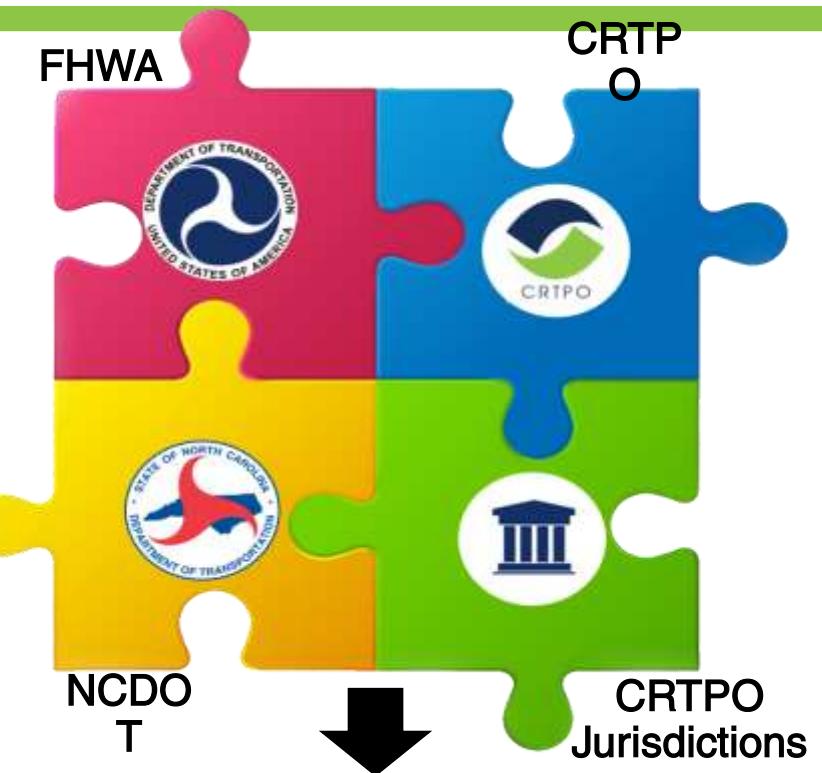
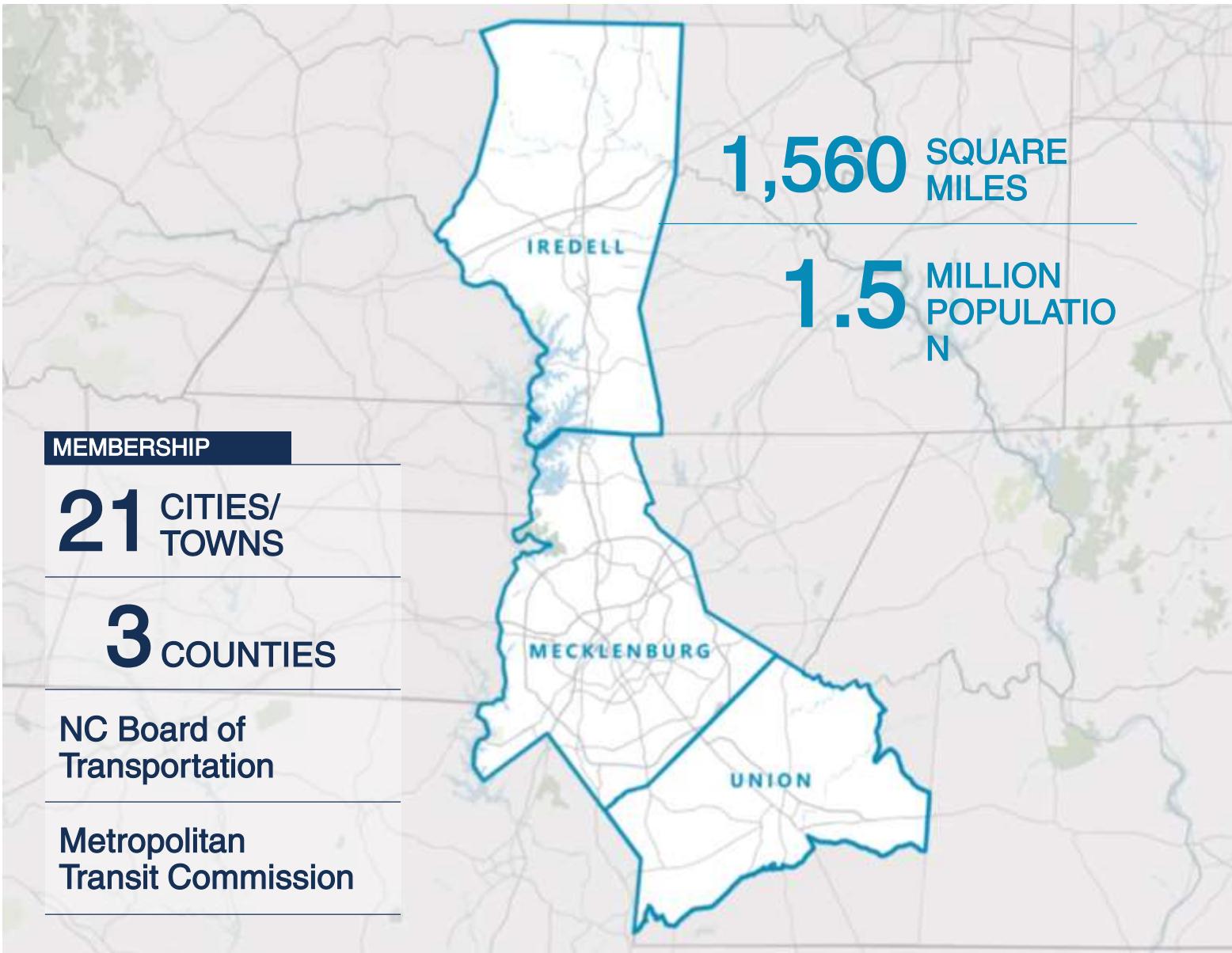


Comments & Questions

Overview of MPOs & CRTPO

- Federally-designated transportation planning agencies for urban areas with populations > 50,000
- ~400 MPOs throughout US
- 1962: Federal-Aid Highway Act
 - Required urban transportation planning process
- 1970s: MPOs created to ensure planning process proceeding as envisioned in 1962





Technical Coordinating Committee

36 staff-level voting members

CRTPO Board

*25 locally-elected officials +
2 NC Board of Transportation appointees*

Technical Coordinating Committee

- 36 staff-level voting members
- Recommendations to CRTPO Board

TCC Leadership:

- Liz Babson – TCC Chair (City of Charlotte)
- Andrew Ventresca – TCC Vice-Chair (Town of Troutman)
- **Travis Morgan, Town of Pineville**

CRTPO Board

- 27 voting members
- All locally elected officials + Metropolitan Transit Commission Voting Member + 2 NC Board of Transportation Appointees
- Regional transportation decision-making body

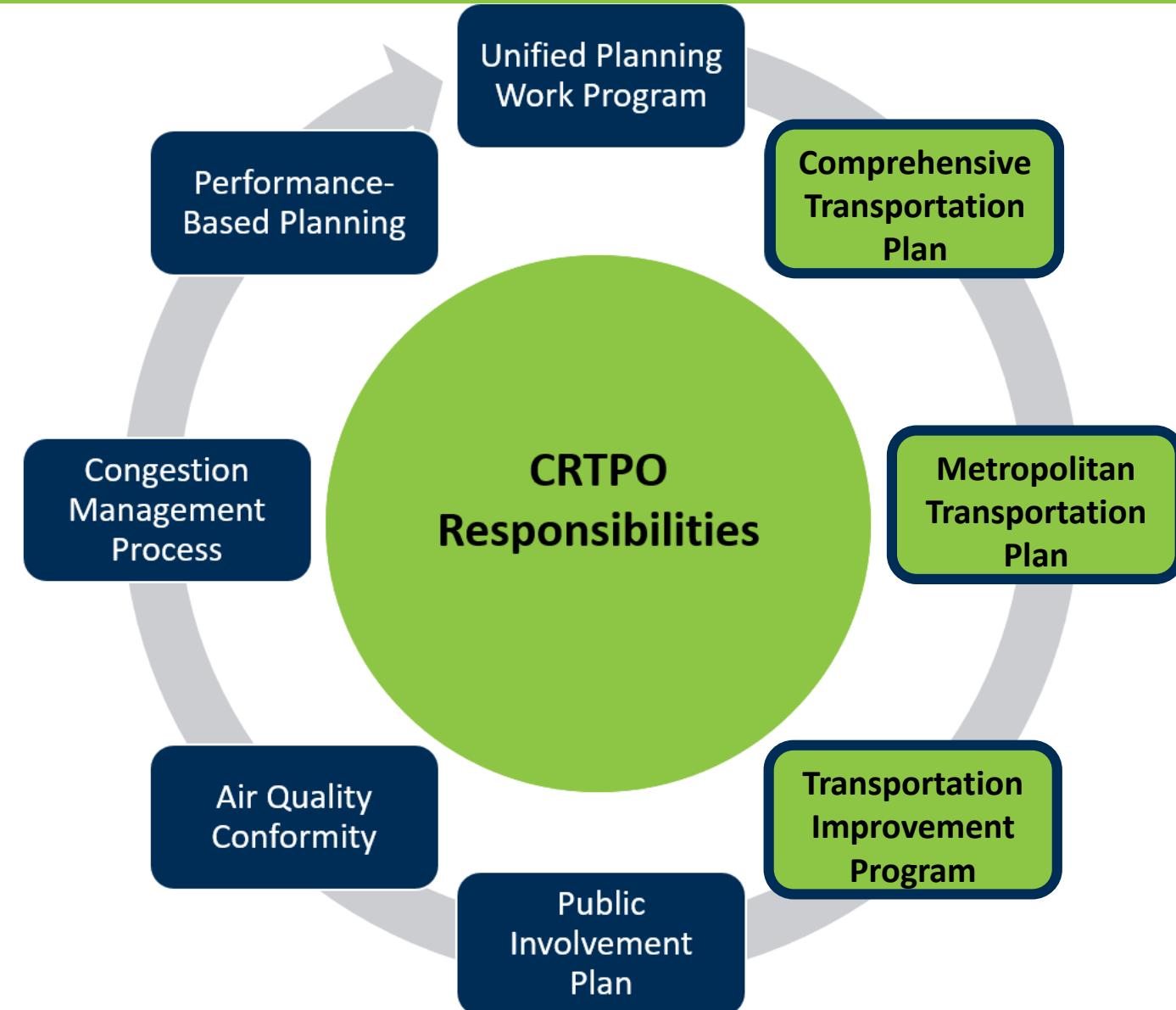
CRTPO Board Leadership:

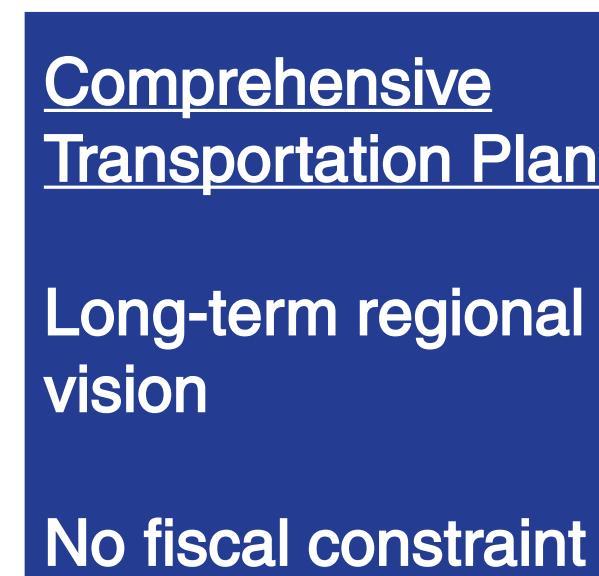
- Commissioner Lisa Qualls – Chair (Town of Mooresville)
- Council Member Brad Richardson – Vice-Chair (Town of Stallings)
- **Council Member Amelia Stinson-Wesley, Pineville Delegate**
- **Mayor David Phillips, Pineville Alternate**

Programming & Funding Processes

Required planning products ensure CRTPO's primary responsibilities are met

1. Coordinate transportation policy for local governmental jurisdictions
2. Allocate federal transportation funds; ensure funds are spent in accordance with federal policy





Metropolitan Transportation Plan

Long-range plan with transportation goals, objectives, and priorities

Fiscal constraint applied

Transportation Improvement Program

Identifies projects to receive near-term funding

Funds programmed to projects

Key Initiative Updates



2055 Metropolitan Transportation Plan

charlotte regional transportation planning organization

What is an MTP?



Item 4.

A Metropolitan Transportation Plan (MTP) is a **long-range** transportation plan required to be **fiscally constrained** and updated every 4 years.

An MTP considers **all modes** of transportation relevant to an area, including walking, biking, transit, and freight.

Each metropolitan area is required to have an updated MTP to access federal funds for transportation projects.



What is the purpose of an MTP?



Guides long-range transportation policy and funding decisions

Balances investments across all modes of transportation

Required to access federal funds for transportation projects

Establishes policy for transportation improvements



Publicly-Available Deliverables



Item 4.



Existing Conditions Report

- Assessment of community needs
- Socioeconomic data insights
- Growth trends analysis



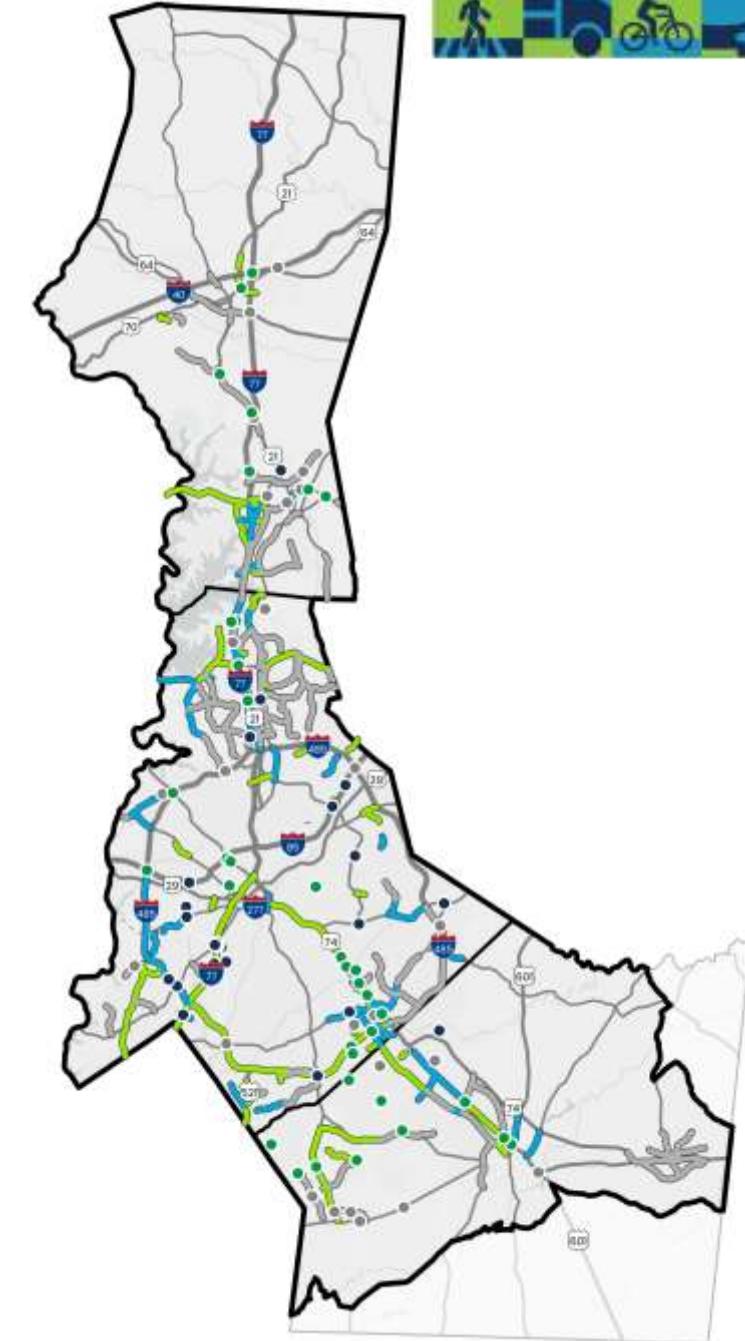
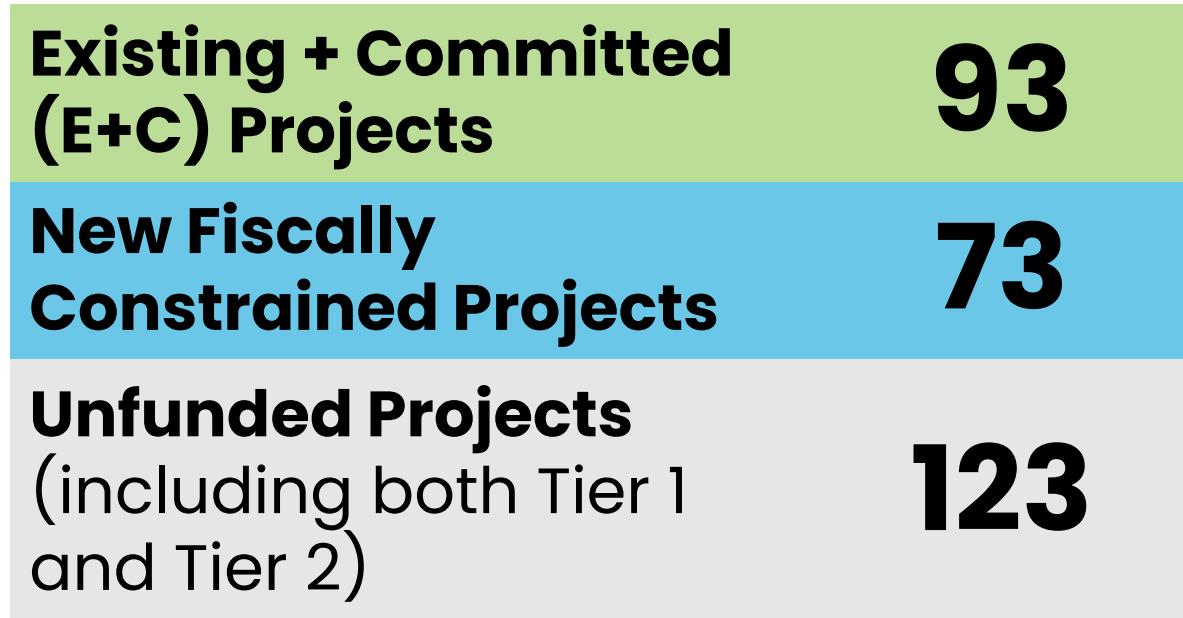
Scenario Planning Scorecard

- Models a series of “What If” growth scenario outcomes
- Updates scenarios from 2050 MTP

Available at

2055mtp.org

Summary of Full Draft Roadway Project List



Public Engagement

- Reviewed draft goals and objectives
- Identified transportation needs
- Provided comment on draft project list



Transportation Improvement Program (TIP)

- Identifies projects CRTPO and NCDOT plan to undertake over a 10-year timeframe
- All projects receiving federal funding must be in the TIP
- CRTPO adopts the TIP in coordination with NCDOT, cycles every two years

- **Fiscally constrained**
- **TIP is where funds are programmed to projects**

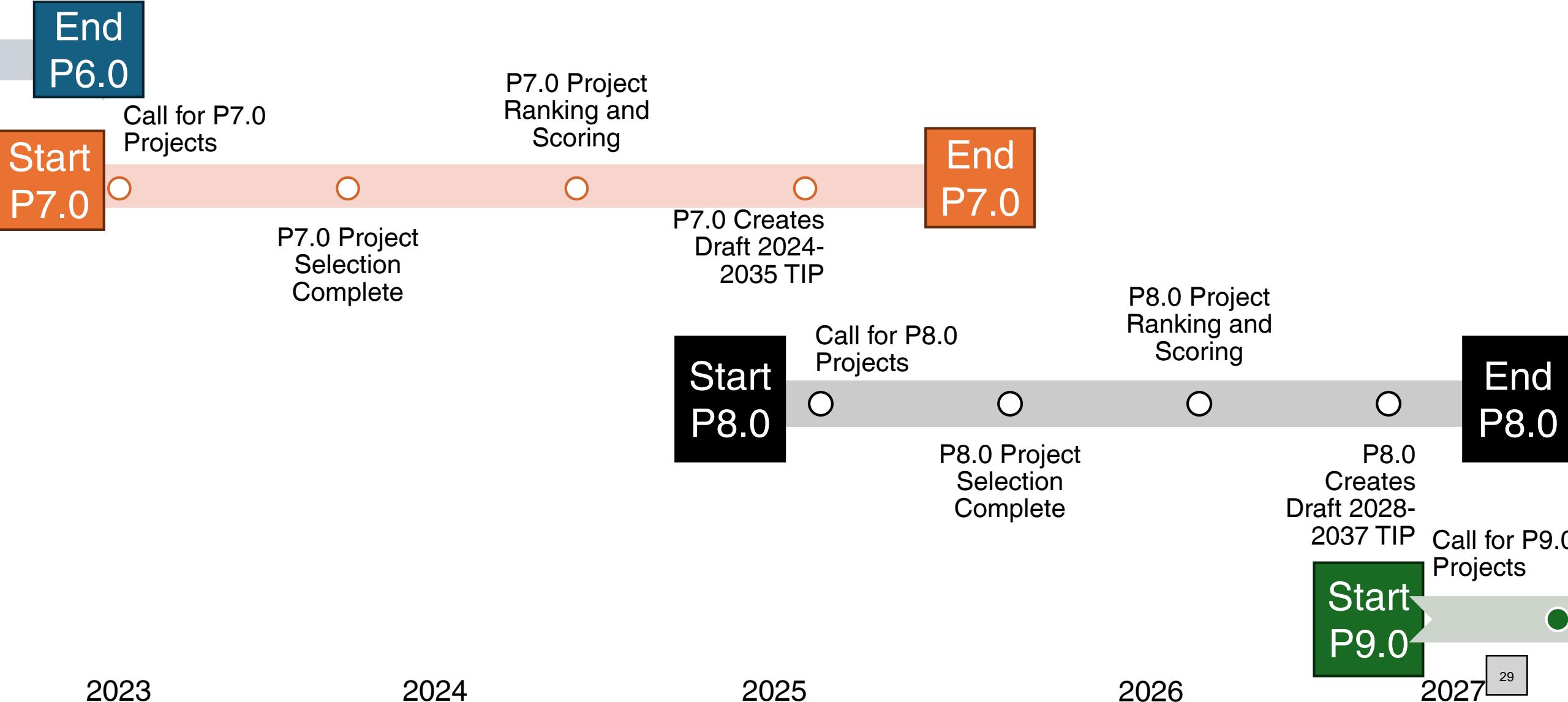


Public Comment Period

- **TODAY, August 21 until September 19**
- Information about how to submit comments at
www.crtpo.org/2026-2035-transportation-improvement-program/

Upcoming Action

- **October 15: CRTPO Board adopts 2026-2035 TIP**



- NCDOT's decision-making tool to develop the State Transportation Improvement Program (STIP)
- Data-driven project evaluation
- Prioritization 8.0 will develop the CRTPO's 2028-2037 TIP
- Covers all modes

Project Submittals

- Projects submitted during previous prioritization reviewed
- New projects identified for submittal



Project Review & Scoring

- Sorted into Statewide, Regional Impact, Division Needs
- Projects scored, apply local input points



Draft TIP Development

- Reconcile MTP amendments
- Adoption by NC Board of Transportation, CRTPO Board

Recent Milestones

- July 17 – July 31: Held a 14-day public comment period
- August 7: TCC recommends Board to endorse project list
- August 20: Request Board to endorse project list

Upcoming Action

- September 30: All projects submitted to NCDOT

crtpo.org/prioritization-8.0



Discretionary Grants Program

- Discretionary funds support projects that improve the community's transportation system
- CRTPO manages and allocates approximately \$30 million annually
- Smaller transportation projects
- Local match typically 20-50%

CRTPO Federal Funding Sources

Surface
Transportation
Block Grant -
Direct
Attributable
(STBG-DA)

Transportation
Alternatives
Program -
Direct
Attributable
(TAP-DA)

Congestion
Mitigation Air
Quality
(CMAQ)

Bonus
Allocation
(state or
federal)

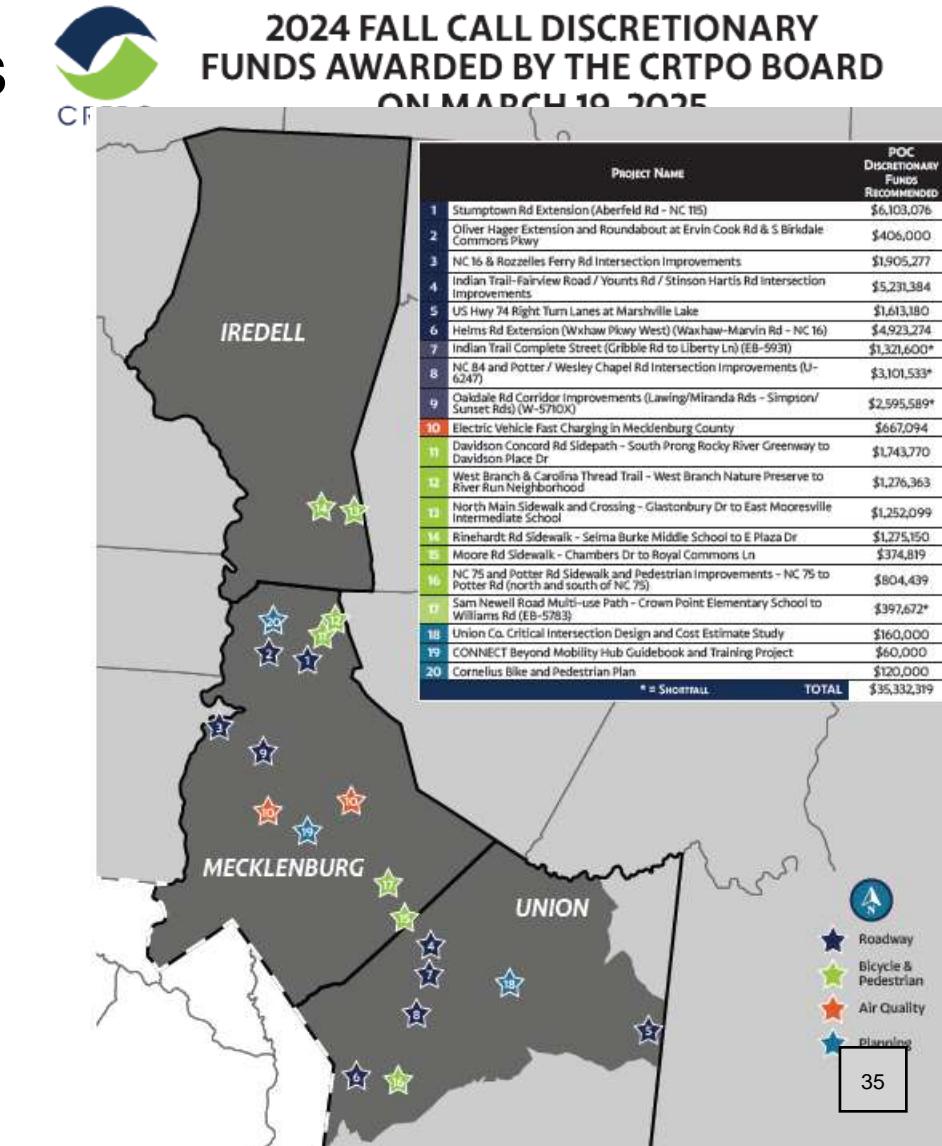
Carbon
Reduction
Program
(CRP)

Highway	Bicycle & Pedestrian	Transit	Air Quality Improvement	Transportation Planning
 <ul style="list-style-type: none"> • Small-scale corridor • Intersection improvements • Traffic calming 	 <ul style="list-style-type: none"> • Greenways and sidewalks • Safety projects 	 <ul style="list-style-type: none"> • Hybrid/electric bus fleet • Station enhancements 	 <ul style="list-style-type: none"> • Congestion reduction and traffic flow improvements 	 <ul style="list-style-type: none"> • Regional transportation planning • Parking studies • Land use / transportation studies • Multimodal planning

CRTPO awarded **\$35M** in discretionary funds in March 2025 supporting **20 projects**, across **14 member jurisdictions**.

Transportation Project Type:

- **9 Highway Projects**
- **7 Bicycle & Pedestrian Projects**
- **1 Carbon Reduction Program Projects**
- **3 Planning Studies**



STIP No.	Project Name	Current Phase	Scheduled Completion
EB-5949	NC 51 (Johnston Dr and Church St) - Corridor access management	Construction	Under construction
HS-2010G	NC 51 and Polk St - Install pedestrian signals and accommodations	Right-of-Way	Project let for construction March 2025
U-6086 / W-5710R	NC 51 (Park Rd to Carmel Rd) - Construct access management improvements	Right-of-Way	Project let for construction summer 2027
I-5507	I-485 - Add one express lane in each direction	Construction	Scheduled for completion by the end of the year
I-6015	I-485 – NC 51 Interchange improvements	Planning	Funded for Preliminary Engineering Only

Fall Call Opens

August 18, 2025:
Fall Call opens for
new projects
and
shortfalls on
existing projects

Fall Call Closes

October 17, 2025:
Last day for
mandatory pre-
submittal meeting

October 31, 2025:
Applications due
by 5:00 p.m.

TCC Workshop

November –
December 2025:
CRTPO staff
scores projects
based on
Discretionary
Grants Program
Policy Guide

TCC workshop(s)
to develop a
recommended
project list

TCC & Board Action

January 2026:
Information
presentation on
selected projects
to TCC and Board

February 2026:
Request action on
projects

STIP Amendment

February 2026:
TIP amendments
complete and sent
to NCDOT

March – April
2026:
STIP
amendments
complete



- Two-year study identified recommendations to improve network operations surrounding the I-77 corridor
- Coalition development as a recommendation of initial Beyond 77 plan
- Developed business plan and held preliminary meetings to obtain input
- Establish formal partnership between local



- Tier 1 Recommendations
 1. Mobility Hub Parking & Occupancy Study
 2. The Seam – Economic Development Study
 3. Beyond 77 Distribution & Logistics Study
- Tier 2 Recommendations
 1. Linking Land Use and Transportation Planning
 2. Access Management Design Guidelines
 3. Active Safety Transportation Campaign
 4. Resilient Corridors Policy
 5. Air Quality Metrics Policy
 6. B77 Intelligent Transportation Systems Workshop





COMPREHENSIVE SAFETY ACTION PLAN

*Safety is Everyone's
Business*

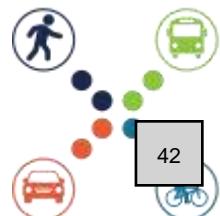
Safety is *Everyone's* Business

Item 4.

The CRTPO's Comprehensive Safety Action Plan

- Adopts the nationally-recognized **Safe System Approach** to support the elimination of serious injuries and fatal crashes
- Process will deliver a **planning area CSAP**, local **Safety Action Plans**, and/or supplemental planning support
- Covers all CRTPO member jurisdictions with a pathway for prioritizing capital projects aimed at reducing injuries and fatalities

crtpo.org/CSAP



- Create a localized blueprint for addressing safety, with regional linkage
- Opportunity for public engagement between Town and residents
- Special analyses, like school zones or neighborhood hotspots
- Joint education & training between planning, public works, first responders
- Development policy review (such as TIAs) to embed safety practices
- Pineville owns the option to adopt the plan, its strategies, and policies.

crtpo.org/CSAP



CRTPO Member Benefits

CRTPO staff offer support to member jurisdictions beyond core

Paid Technical Services for Members	Free Technical Services for Members
<ul style="list-style-type: none">• Alignment evaluation• Cost estimation• Traffic Data Program	<ul style="list-style-type: none">• GIS mapping and data services• Grants Assistance Program• Planning support• Public outreach
Working Groups	TCC and Board Meetings
<ul style="list-style-type: none">• Bicycle/Pedestrian Work Group• Transit Providers Work Group• <i>Coming Soon...</i> Transportation Safety Task Force	<p>Regular monthly opportunity to convene regional transportation leaders...</p> <ul style="list-style-type: none">• TCC: 1st Thursday of each month• Board: 3rd Wednesday of each month

- Supports joint training between Technical Coordinating Committee members and their Board delegates
- Deeper dive into core programs, products, and local benefits
- Program launch in coordination with Centralina, will follow the 2026 CRTPO Board Orientation in January



2024 CRTPO Board Orientation

Will Snyder

Project Implementation Planner

Will.Snyder@charlottenc.gov

Merritt McCully

Community Engagement Coordinator

Merritt.McCully@charlottenc.gov

Jerrel Leonard

Transit Planner/Planning Project
Coordinator

Jerrel.Leonard@charlottenc.gov

Questions or Comments?

Technical Coordinating Committee (TCC)

1st Thursday of each month at 10 a.m.

CRTPO Board

3rd Wednesday of each month at 6 p.m.



www.crtpo.org



email@crtpo.org



facebook.com/crtpo



[@crtpo.nc](https://instagram.com/crtpo.nc)



RESOLUTION NO. 2025-12

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 21st day of August 2025.

David Phillips, Mayor

ATTEST:

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	1996 Customer Trailer #1YB261867T1B1T118	10T242CADLP	20,000 lbs. capacity	Online Auction	8/21/25	
PUBLIC WORKS	Level 1 Pole Trailer			Online Auction	8/21/25	



TOWN COUNCIL AGENDA ITEM

MEETING DATE: 8/21/2025

Agenda Title/Category:	New Business			
Staff Contact/Presenter:	Linda Gaddy			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	Same Holidays as last year. For use internally and officially closed days for offices. Mirrors The State Human resources calendar.			
Discussion:				
Fiscal impact:	None			
Attachments:	2026 Holiday Calendar.pdf			
Recommended Motion to be made by Council:	Approve the 2026 Town Holiday Calendar			

2026 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2026	Thursday
Martin Luther King, Jr. Birthday	January 19, 2026	Monday
Good Friday	April 3, 2026	Friday
Memorial Day	May 25, 2026	Monday
Juneteenth	June 19, 2026	Friday
Independence Day	July 3, 2026	Friday
Labor Day	September 7, 2026	Monday
Veterans Day	November 11, 2026	Wednesday
Thanksgiving	November 26 & 27, 2026	Thursday & Friday
Christmas	December 24, 25 & 28, 2026	Thursday. Friday & Monday



TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Nazarene Church Conditional plan			
Staff Contact/Presenter:	Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Walkability and connectivity
Background:	Update to previous presentation relating to new sidewalk width.			
Discussion:	4' sidewalks along Park Cedar due to limited right of way and parking lot and 6' wide along Pineville-Matthews to be consistent with NCDOT plans.			
Fiscal impact:				
Attachments:	See staff report			
Recommended Motion to be made by Council:	Approve depending on hearing and public comment.			

Public Hearing



To: Town Council

From: Travis Morgan

Date: 8/21/2025

Re: Pineville Church of the Nazarene Conditional Plan (*Public Hearing/Action Item*)

REQUEST:

Aaron Horton on behalf of Pineville Church of the Nazarene as Pastor requests your consideration for a conditional zoning plan to adjust sidewalk width.

SUMMARY:

A follow up from the previous church parking count text amendment and site-specific proposal as shown from prior concept plan to revise sidewalk widths with consideration of site conditions and NCDOT roadway project.

STAFF COMMENT:

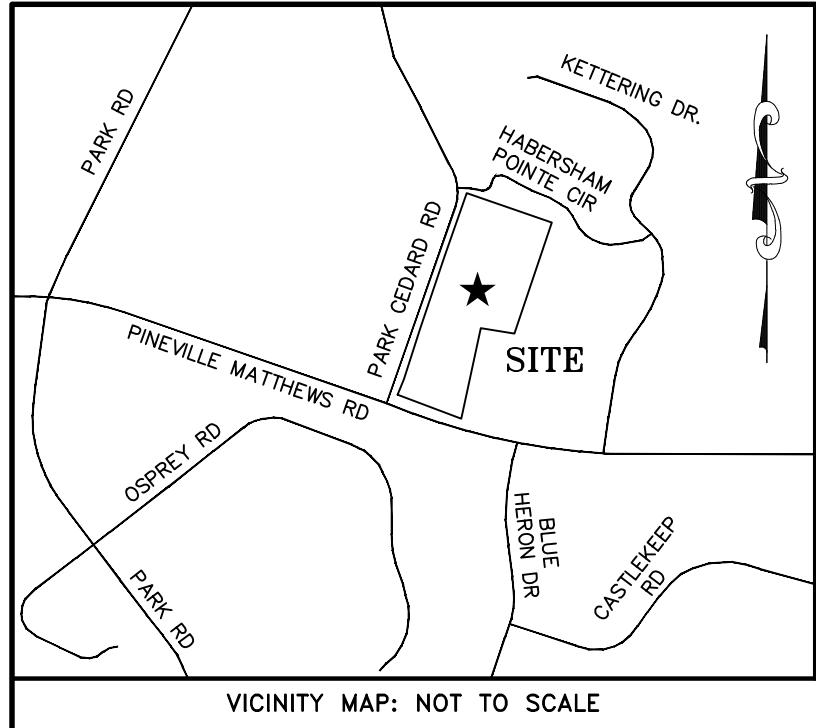
Proposal still provides pedestrian walkability and the six-foot-wide sidewalk along Highway 51 is consistent with the sidewalk widths in the immediate area and with the sidewalks NCDOT is planning to add as part of the Highway 51 improvement project.

ACTION:

This is a public hearing to consider the proposal and hear public comment. After the close of public hearing, you may vote on the proposal. Vote can be to approve, deny, or modify the request as mutually agreeable with the applicant. Any vote on the should take into consideration consistency with adopted plans.

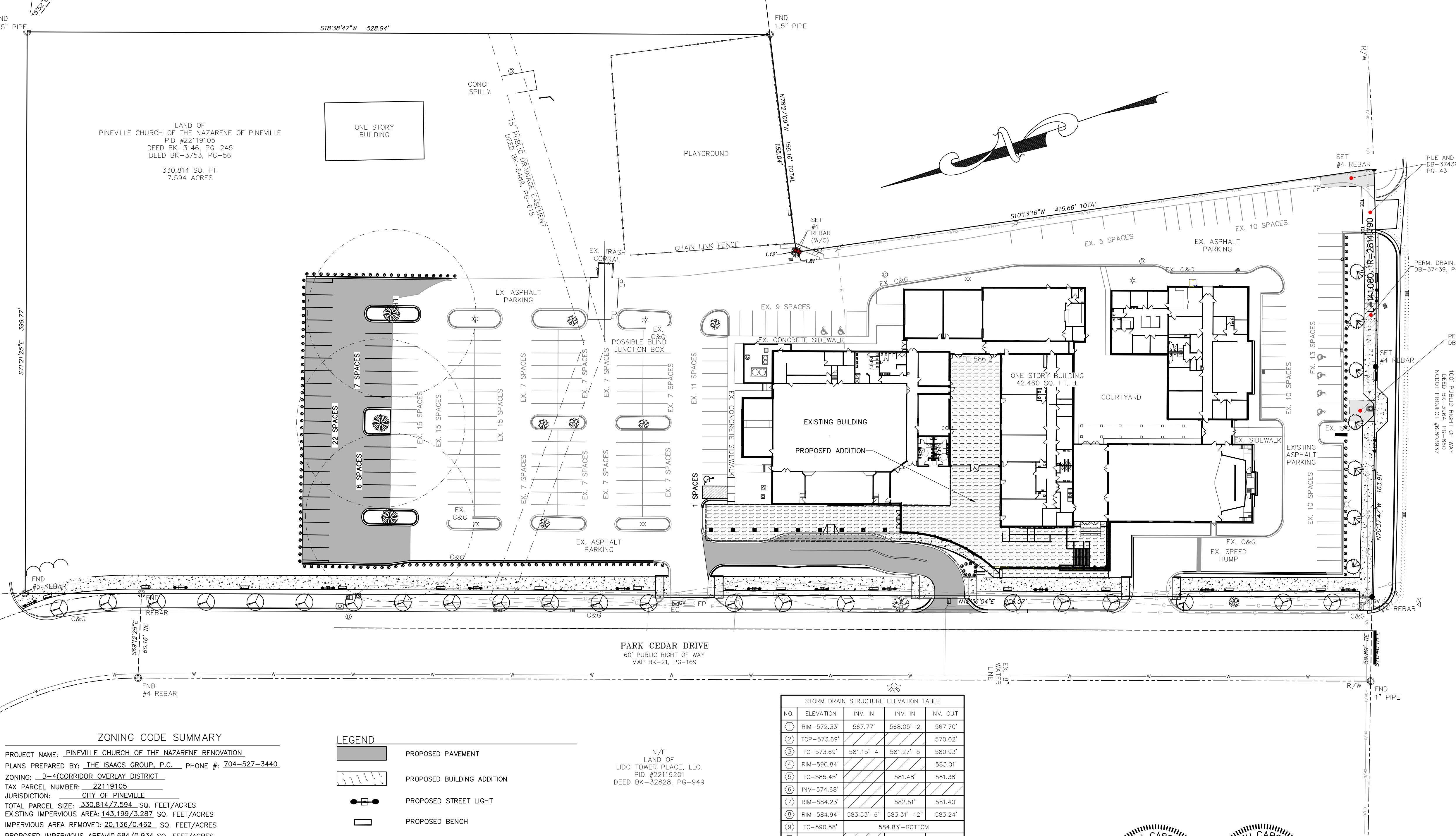
PINEVILLE CHURCH OF THE NAZARENE

8614 PINEVILLE-MATTHEWS RD., CHARLOTTE, NC



FLOOD CERTIFICATION:
BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED IN ZONE "X" OF THE FEDERAL FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NO. 22119116-0-K, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 19, 2024, AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

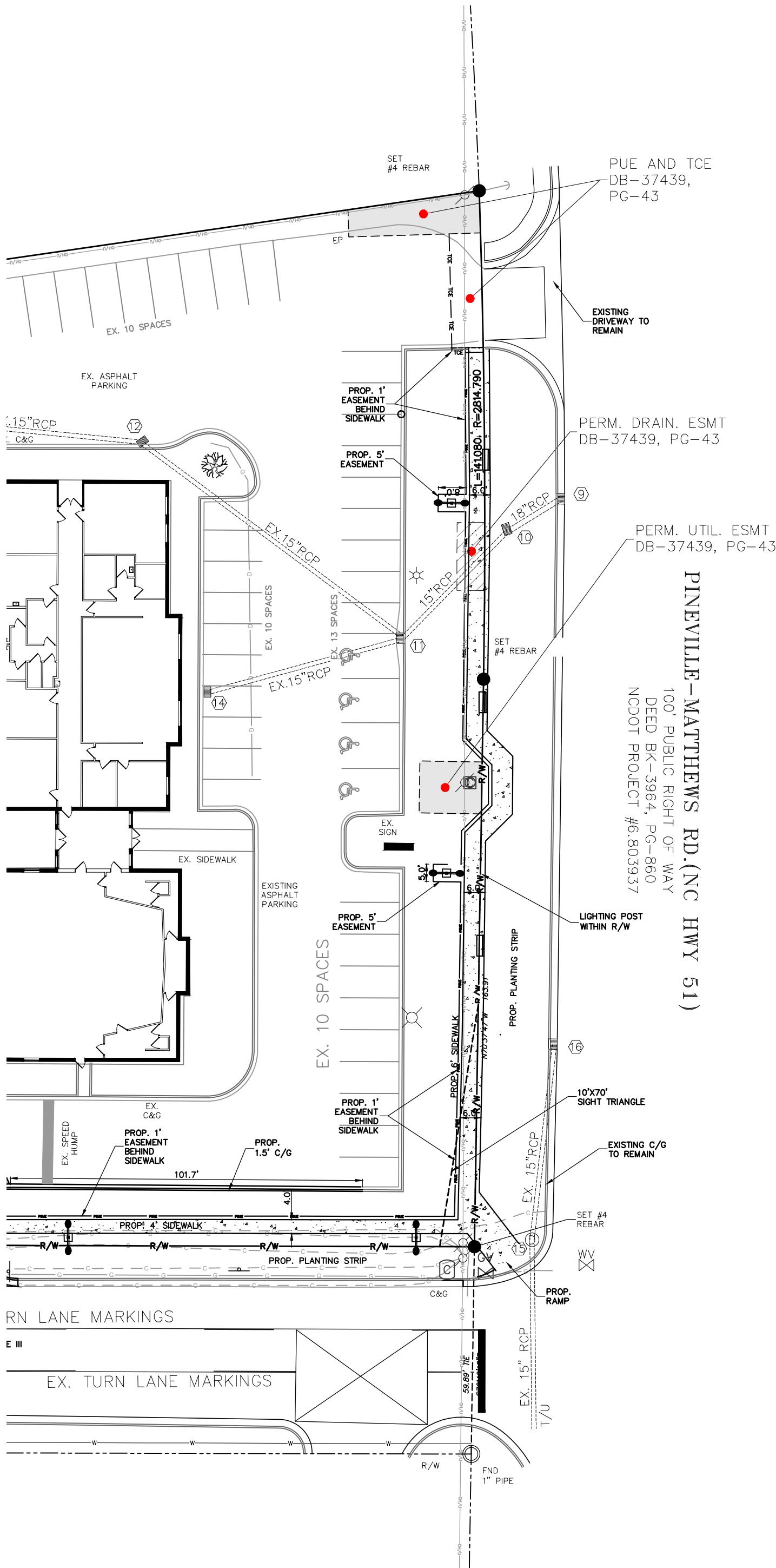
N/F
LAND OF
C. SIDF, I.I.C.
PID #22119116
DEED BK-9599, PG-297



PRELIMINARY
FOR REVIEW PURPOSES ONLY

Project: PINEVILLE CHURCH OF THE NAZARENE RENOVATION
8614 PINEVILLE-MATTHEWS RD. CHARLOTTE, NC 28226
Title: ZONING PLAN

File #23169-PB.DWG	Date: 06/20/24	Project Egr: BTU
Design By: BTU	Drawn By: CBB/MOP	Scale: 1"=40'
THE ISAACS GROUP CIVIL ENGINEERING DESIGN AND SURVEYING		
8720 RED OAK BOULEVARD, SUITE 420 CHARLOTTE, N.C. 28217		
Phone (704) 527-3440, FAX (704) 527-8335		





TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Middle James Brewery site plan allowance			
Staff Contact/Presenter:	Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Economic development retention of business
Background:	Property had prior conditional site plan approval from 1998.			
Discussion:	Allow year-round tents for outdoor space on this property as part of site plan specific provisions.			
Fiscal impact:				
Attachments:	See staff report			
Recommended Motion to be made by Council:	Approve depending on information gained at the public hearing.			

Public Hearing



To: Town Council

From: Travis Morgan

Date: 8/21/2025

Re: **Middle James Brewery Site Plan Amendment (Public Hearing/Action Item)**

REQUEST:

Michael Smoak of Middle James Brewery requests you consideration to allow year-round tents at their location at 400 North Polk Street. Applicant agrees with prior request to have no smoking in tents.

SUMMARY:

400 North Polk has a prior conditional site plan from 1998. The brewery would like to have year-round tents for their outdoor area beyond the 56 temporary event days limited by the Zoning Ordinance. Council can consider allowing the tents as part of a site plan specific entitlement. The applicant seeks 4 tents at 800 square feet. The Zoning Ordinance currently allows up to twice the exterior event space as the interior space.

DETAIL:

Applicant:

“We have found that during the Inclement time of year we have a significant drop in revenue due to the fact that our outdoor seating doubles the available seats for our taproom. This will allow us to utilize that space to keep our revenue up. We will only be using the tents for Middle James Patrons and Middle James catered events from our kitchen. We will not allow gun shows, rummage sales, housing, etc.

Flame Retardant Standard CPAI-84 and NFPA 701.

40'x20' Heavy Duty Fire Retardant PVC Wedding Party Tent

The spacious canopy covers 800 square feet, ideal for both domestic and commercial use.

Specifications:

Size: 40'L x 20'W x 6.6'H (side); 9.2'H (peak)

Fabric: 480g/m² PVC (top), 400g/m² PVC (sidewalls)

Poles: Diameter: 1.5"; Thickness: 1.0mm

Connectors: Diameter: 1.65" (42mm); Thickness: 1.2mm

Doors: 15'W x 6.6'H

Color: White

Weight: 610 lbs (packaged in 7 boxes)

Heavy duty galvanized steel frame, rust and corrosion resistant

Roof bar support and roof tension wires

Stabilizing ground poles

Heavy duty corner stakes

Heavy duty PVC top cover, waterproof

Removable arched clear windows

Roll-up zipper doors in end panels

STAFF COMMENT:

Middle James is the only microbrewery in town and breweries are a specialized use with often positive public opinion, economic and social impact. Out door space is currently permitted to be up to twice the indoor floor area. The request is related to the tents which are considered more of a temporary use but the applicants would like them longer than 56 day so as to avoid the expense of more permanent rigid structures to see how much covered outdoor space will be utilized. The site-specific request would limit it to this property as shown and would not remove any existing parking area. Staff recommends the proposal with flexibility in tent size in harmony with permitted maximum outdoor area and no smoking in tents request. Due to the unique nature of the microbrewery in town and the site-specific plan and prior conditional approval with outdoor areas; the tents are items that can be considered as consistent with prior adopted plans.

ACTION:

This is a public hearing to consider the proposal and hear public comment. After the close of public hearing, you may vote on the proposal. Vote can be to approve, deny or modify the request as mutually agreeable with the applicant. Any vote on the should take in to consideration consistency with adopted plans.



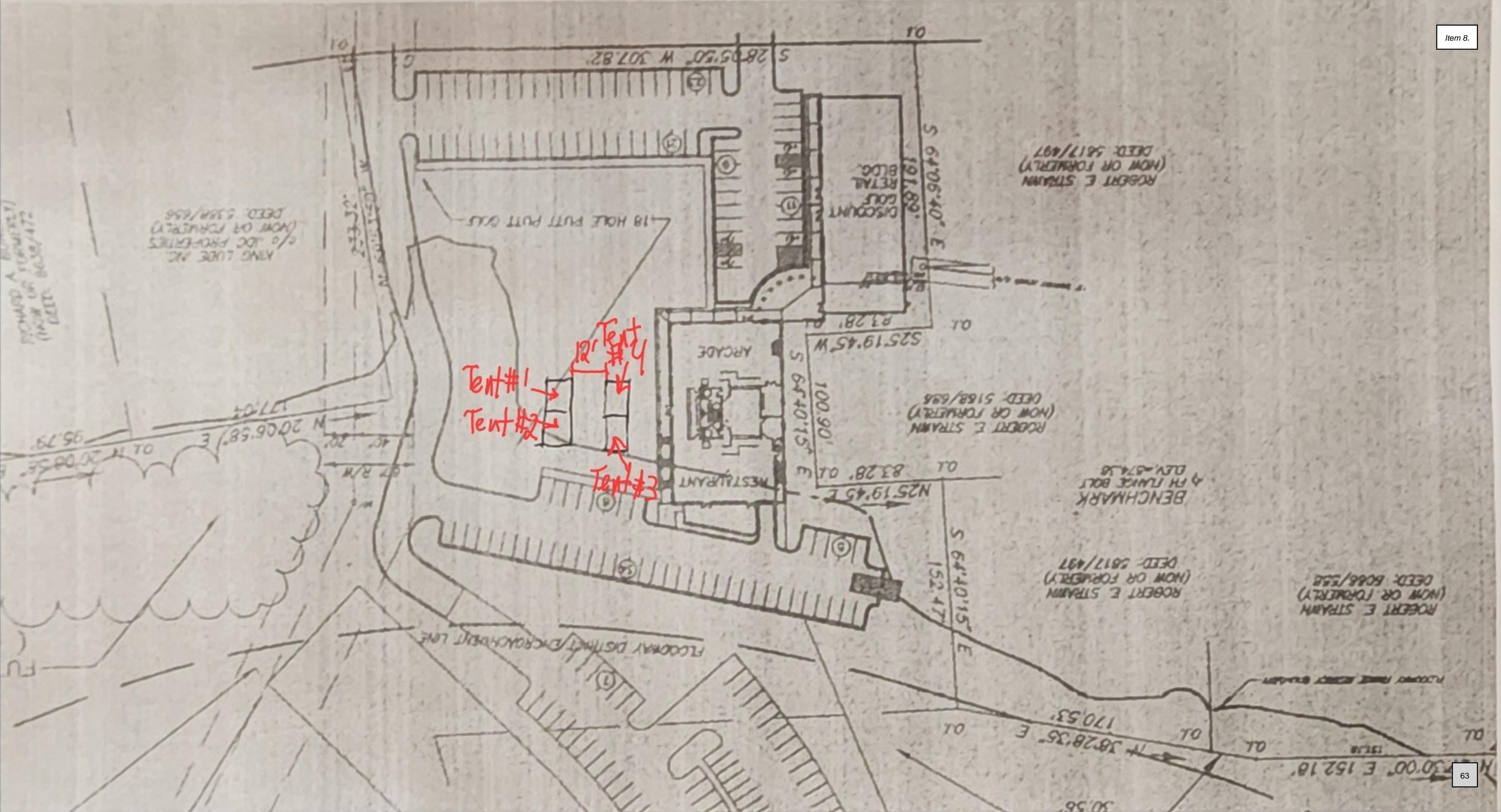
Item 8.

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Item 8.

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TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Carolina Logistics Drive road acceptance			
Staff Contact/Presenter:	Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
X				
Background:	Completion of the roadway planned to be public town road.			
Discussion:	Town public road acceptance discussion. Inspected and approved by County and Public Works			
Fiscal impact:	Additional Powell Bill funds but also Town maintenance responsibility			
Attachments:	See staff report			
Recommended Motion to be made by Council:	Disapprove unless work has been shown to be complete and approved by Public Works at the time of the hearing.			

Public Hearing



To: Town Council
From: Travis Morgan
Date: 8/21/2025
Re: **Carolina Logistics Park** (*Public Hearing/Action Item*)

Background:

Carolina Logistics Park original approval from July of 2020 and updated June of 2023 included a new planned public road “Carolina Logistics Drive” in between the existing Nations Ford and Downs Road.

Request:

John Core of Beacon Partners requests Town Council approval is needed to formally accept the constructed Carolina Logistics Drive as a public town roadway and release on the construction bond in favor of the 1 year maintenance bond. Carolina Logistics Drive was is part of the adjacent Beacon Partners development and construction of the project has been completed.

Roadways:	Bonds:
Carolina Logistics Drive – 3,650 linear feet (to be public road)	\$2,727,300

Staff Comment:

As of the writing of this report, the parking signs as asphalt repair had not been completed. Unless the works is completed by the hearing and approved by Public Works it is not recommended for approval/acceptance. If Public Works approves the work, then it can be recommended.

Procedure:

This is a public hearing to consider the proposal and hear public comment. After the close of public hearing, you may vote on the proposal. Vote can be to approve, deny or modify the request as mutually agreeable with the applicant. Any vote on the should take in to consideration consistency with adopted plans.



**BEACON
PARTNERS**

Investing in the future of our community

July 17, 2025

VIA EMAIL

Travis Morgan, AICP
Planning Director
Town of Pineville
PO Box 249
Pineville, NC 28134

RE: Request of Acceptance of Carolina Logistics Drive

Dear Travis:

BIN-CLP LLC has completed construction of Carolina Logistics Drive, approximately 3,650 LF new public street connecting Nations Ford Road to Downs Road within the Carolina Logistics Park. The street was designed to Town standards, inspected by County and Town staff, and the overall development is fully built-out. At this time, we request the Town accept this new public street for maintenance. We have also included an exhibit highlighting the extent of the proposed acceptance.

We also request to have the current Construction Bond, in the amount of \$2,724,300, released and replaced with a 1-Year Roadway Maintenance Bond.

Thank you for the continued partnership on this project. Please do not hesitate to reach out with any questions.

Sincerely,

John Core
Project Manager
Beacon Development Company



TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Peddler Ordinance			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Change in Solicitation Ordinance
Background:	Town Council voted to not allow solicitation in Pineville. The change to this Ordinance has necessitated a revision to Section 111.02 Sale of Goods on Streets; Peddlers			
Discussion:	Town Council will need to discuss the proposed changes recommended by staff.			
Fiscal impact:	N/A			
Attachments:	<ol style="list-style-type: none"> 1. Staff Memo 2. Proposed Ordinance Sections 			
Recommended Motion to be made by Council:				

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 8/15/2025

Re: Peddler Ordinance

Overview:

Janelle has reviewed the Town's Ordinances that address solicitation and peddling.

- Chapter 74, section 74.08 allows soliciting for employment, business, or funds on the sidewalk, as long as it doesn't create a nuisance.
- Chapter 130 general offenses, section 130.04 doesn't allow aggressive panhandling, solicitation, or peddling.

**Our ordinances do not set forth regulations for soliciting or peddling on public property other than sidewalks, does Council seek to address peddling/solicitation on sidewalk, or other places?
 **Being that we are banning all door-to-door solicitation, I believe we should enact ordinances that further address solicitation on public property, for purposes of clarity, being that the ban will effect for profit and non-profit entities, and questions will remain as to what is allowed by the Town

Section 111.03 – 111.07 are the Proposed Additions.

Town staff have recommendations for the new Ordinance. They are below in red:

1. Who will have to get a permit? All peddlers will have to obtain a permit from the Town prior to selling or distributing items, unless associated with a Town Sponsored event.
2. Where are peddlers allowed to set up? Peddlers will only be allowed to set up in publicly-owned areas (e.g. Town owned parking lots, sidewalks, parks, town hall green, etc.). They will not be allowed to block access to any building or sidewalks to prevent ADA accessibility.
3. Times of day, days of the week allowed? 8am – 5pm
4. Cost of permit, if any \$10 per day or \$50 for a week. (Town Council said they did not want it set too high)
5. How long does a permit last, and how often can a permit be obtained? Up to a week. No more than 24 per year

Chapter 111-PEDDLERS AND HAWKERS

Statutory Reference: *Authority to regulate peddlers and solicitors, see G.S. § 160A-178*

PURPOSE AND INTENT

The public purpose of this ordinance is consumer protection, and to protect the health, safety and welfare of the residents of the Town of Pineville, North Carolina and the public at large by prohibiting door-to-door solicitation to reduce crimes such as fraud, harassment, larceny, burglary, identity theft and home invasion; to protect its residents from intrusive or dangerous solicitations. This ordinance is not intended to circumvent constitutionally protected speech and/or acts, because of the availability of alternative avenues of communication, including but not limited to online marketing, search engine marketing, social media marketing, referral programs, direct mail, email campaigns, and opportunities available at community events and public property will still allow individuals and entities to express their views and seek support.

GENERAL PROVISIONS

111.01. DEFINITIONS:

For the purposes of this Chapter, the following words and phrases shall have the meanings ascribed to them by this section:

DOOR-TO-DOOR SOLICITATION (PRIVATE PROPERTY):

Any person who goes from door-to-door without invitation, upon the private property of another person for the following purposes:

1. Offering the sale of goods and/or services of any description whatsoever.
2. Distributing circulars, brochures, pamphlets, flyers or other similar printed material to advertise goods or services offered for sale by any person.
3. Making or conducting surveys for research purposes, marketing, opinion polls, rating data and any such similar work, which, by nature, involves door-to-door activity.
4. Distributing informational, religious or educational literature.
5. Seeking donations, contributions or anything of value.

GOODS:

Any items, merchandise and/or wares, including, but not limited to, food, beverages, magazine subscriptions, books and periodicals, offered for sale, regardless of the manner of delivery of such goods.

PEDDLING (PUBLIC PROPERTY):

- A. Any person who offers the sale of goods/services of any description whatsoever while situated upon public property.
- B. Any person who seeks contributions, donations or anything of value while situated upon public property.
- C. Any person who distributes promotional/branded items, printed pamphlets, brochures, flyers, leaflets, or other printed material while situated upon public property.

PERSON:

Any individual, corporation, partnership, sole proprietorship, political, civic or religious organization.

PRIVATE PROPERTY

Any real property owned by any person.

SERVICES:

Any service, **including, but not limited to**, home improvements, window cleaning, tree cutting, cable/internet packages and/or pest control offered for sale, regardless of the manner of delivery of such services.

Item 10.

Sec. 111.02. Door-to-Door Solicitation (Private Property)

It shall be unlawful for any person to enter upon any private property in the town for the purpose of door-to-door solicitation, without prior invitation.

Proposed Sec. 111.03. Sale of Goods on Streets; Peddlers Strictly Regulated

A. Peddling is restricted to the following:

1. 501(c)(3) organizations whose principal office location, as recorded with the North Carolina Secretary of State, is physically located in the incorporated town limits of Pineville, NC or Mecklenburg County.
2. Political, religious, and/or civic organizations.
3. Public property spaces/areas designated by the Town of Pineville for peddling.

B. Permit required: A peddler's permit is required when any eligible group/organization wishes to solicit, set up a table, kiosk, stand, easel, cart, wagon, canopy, tent or other similar structure/vessel upon public property to engage in peddling of any sort whatsoever on public property.

1. It shall be unlawful for any group/organization to engage in peddling when a permit is required (see section. 111-03(B), without having first secured a permit to do so from the Town.
2. It shall be unlawful to provide false information on a peddler's permit application.
3. It shall be unlawful to engage in peddling between the hours of 7:00 p.m. and 8:00 a.m. Monday through Saturday.
4. It shall be unlawful to engage in peddling on Sundays.
5. Organizations/groups shall be limited to four (4) peddling permits per calendar year.
6. Peddler's permits shall be displayed while the permittee is engaging in peddling activities.

Peddling at Town Sponsored Events or Special Events in the Town are exempt from these provisions as they have their own application processes and associated fees.

Sec. 111.04. Peddling (Public Property) Permit Application

Applicants seeking a peddler's permit pursuant to Sec. 111.03 of this article shall pay the non-refundable application fee for such permits in the amount of _____. Applicants shall submit a written application for the permit using the peddler's permit application available _____.

1. The name and address of applicant organization/group.
2. The names of all adults who will be participating, along with a copy of a valid government issued photo ID for each of those individuals. (Minors must be accompanied by an adult).
3. A description of the nature of the goods/services being offered and/or the types of donations/contributions accepted or when applicable, a description of promotional and./or printed materials being distributed.
4. The desired start date. (Peddling from your assigned location may continue for seven (7) consecutive days from the permit issuance date and for a maximum of four (4) consecutive hours per day that the permit is valid. Assigned dates, times, and locations will be reflected on the permit.)
5. All applications shall be submitted a minimum of seven (7) days in advance of, but no more than ninety (90) days in advance of the date that peddling is to begin; time being of the essence.

6. If a 501(c)(3) organization, IRS documents verifying same.

Item 10.

Sec. 111.05. Revocation.

Any permit issued under the provisions of this division is subject to revocation by the Town Manager, Police Chief, any on-duty police officer, or fireman for the violation by the permittee of any applicable provision of state law, town ordinance, rule, or threat to public health, safety, or welfare. Revocation shall become effective immediately upon verbal notification by the revoking authority, and the permittee must cease all activity immediately.

Secs. 111.06. Penalty.

Any person who violates any provision of this Chapter shall be punished by a civil penalty not exceeding five hundred (\$500) dollars. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Sec. 111.07.

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Memorandum

Memo To: Mayor and Town Council

From: Ryan Spitzer

Date: 8/7/2025

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

To: Ryan Spitzer, Pineville Town Manager
From: Julissa Fernández, Interim Tax Collector
Date: July 15, 2025
Subject: Tax Collector's Settlement for Fiscal Year 2025

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 2025 (tax year 2024).

The total FY 2025 Real Estate, Personal Property, and Registered Motor Vehicle Tax charged to the Tax Collector for collection was \$10,700,356.92.

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected*</u>	<u>Pct. Collected</u>
\$10,700,356.92	\$10,683,796.42	\$27,675.75	99.85%

At the end of FY 2025 there zero tax bills under formal appeal with the Board of Equalization and Review or the Property Tax Commission; consequently, the Tax Collector was not barred from pursuing collections. The Tax Collector was however, barred by the U.S. Bankruptcy Court from collecting 11 real estate and personal property tax bills totaling \$2,506.02. When the above total is removed from the net levy calculation, the collection percentage increases to 99.87%.

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 her for collection.

*Note that the amount collected subtracted from the net levy does not equal the uncollected amount because the amount collected includes the advertisement fee, garnishment fee, non-sufficient funds fee and interest.

Tax Collector's Settlement for Fiscal Year 2025

Page 2

Prior Year Collections

During FY 2025, 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 2025</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2014	\$4,879,144.99	\$0.00	\$5,220.69	99.89%
2015	\$5,555,585.00	\$0.00	\$7,746.21	99.86%
2016	\$5,651,331.39	\$378.35	\$8,976.49	99.84%
2017	\$6,339,103.68	\$3.96	\$7,250.20	99.89%
2018	\$6,514,944.97	\$16.10	\$9,171.25	99.86%
2019	\$7,714,026.77	\$226.19	\$13,302.43	99.83%
2020	\$7,985,922.48	\$26,630.65	\$18,983.74	99.76%
2021	\$8,168,478.86	\$359.95	\$39,880.62	99.51%
2022	\$8,770,749.34	\$1,724.62	\$15,190.67	99.83%
2023	\$10,174,044.64	\$10,589.36	\$17,013.53	99.83%

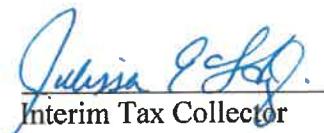
Registered Motor Vehicle Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2025</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2021	\$0.00	\$0.00	\$0.00	N/A
2022	\$0.00	\$0.00	\$0.00	N/A
2023	\$0.00	\$0.00	\$0.00	N/A

Please contact me at Julissa.Fernandez@MecklenburgCountyNC.gov or 980-314-4488 if you have any questions or comments regarding this settlement report.

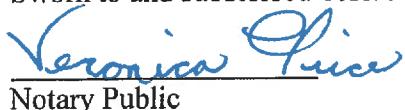
North Carolina General Statute 105-373(3) requires that this settlement be submitted to the governing board. The settlement shall be entered into the minutes of the governing body. Please ensure that this settlement is entered into the minutes of the governing body as required by statute.

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

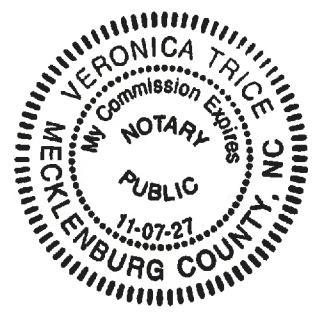

Interim Tax Collector


Date

Sworn to and subscribed before me this 15 day of July, 2025


Notary Public

My commission expires: 11-07-27
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 _____, 2025.

Mayor of Pineville

(SEAL)

Attest:

Town Clerk



TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Bond Order (Approving Resolution) for Revenue Bond Debt Issuance			
Staff Contact/Presenter:	Christopher Tucker, Finance Director			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	N/A
Background:	<p>The Town desires to issue revenue bond debt of \$7.25M to fund the components and construction of Delivery 4 (New Substation).</p> <p>Davenport issued a Request for Financing Proposals to banking institutions last month and received the results June 19.</p> <p>Council chose Truist's 15yr 4.29% proposal at the July 8 Regular Session. The LGC approved our financing proposal at their August 5 meeting.</p>			
Discussion:	<p>The Bond Order (Approving Resolution) is the important final step before closing and confirms all commitments / covenants / authorizing parties of the bonds through General and Series Trust Indentures.</p>			
Fiscal impact:	<p>Significant impact to future debt service commitments of the Electric Fund.</p>			
Attachments:	<p>Bond Order</p>			
Recommended Motion to be made by Council:	<p>Approve as presented</p>			

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$8,000,000
TOWN OF PINEVILLE, NORTH CAROLINA ELECTRIC SYSTEM REVENUE BOND;
AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF VARIOUS
DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BOND; PROVIDING
FOR THE ISSUANCE OF THE BOND; AND PROVIDING FOR CERTAIN OTHER
MATTERS IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BOND**

WHEREAS, the Town Council (the “*Town Council*”) of the Town of Pineville, North Carolina (the “*Town*”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.* (the “*Act*”), to issue, subject to the approval of the Local Government Commission of North Carolina (the “*LGC*”), at one time or from time to time, revenue bonds of the Town for the purposes as specified in the *Act*; and

WHEREAS, the Town has determined to issue its Electric System Revenue Bond, Series 2025 (the “*2025 Bond*”) in an aggregate principal amount not to exceed \$8,000,000 to provide funds to (1) finance the construction of a new electric substation (the “*2025 Project*”) and (2) to pay the costs of issuing the *2025 Bond*;

WHEREAS, the Town has determined to enter into a General Trust Indenture to be dated on or about August 1, 2025 (the “*General Indenture*”) between the Town and Truist Bank, as trustee (the “*Trustee*”), authorizing the issuance of revenue bonds thereunder for the purpose of financing and refinancing the cost of improvements to the Town’s electric system;

WHEREAS, the Town will issue the *2025 Bond* under the General Indenture and Series Indenture, Number 1 to be dated on or about August 1, 2025 (the “*Series Indenture*”) between the Town and the *Trustee*;

WHEREAS, the Town has filed with the *LGC* an application for the approval and private sale without advertisement of the *2025 Bond* in accordance with Section 159-85 of the General Statutes of North Carolina, as amended;

WHEREAS, the Town and the *LGC* have arranged for the issuance of the *2025 Bond* to Truist Commercial Equity, Inc. (the “*Lender*”);

WHEREAS, a draft of the forms of the General Indenture and the Series Indenture are on file with the Town and are available to the Town Council;

NOW THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE TOWN OF PINEVILLE, NORTH CAROLINA:

Section 1. The *2025 Bond* is hereby authorized and will be issued pursuant to the *Act*, the General Indenture and the Series Indenture to raise the money required, in addition to any funds which may be made available for such purpose from any other source, to (1) finance the *2025 Project* and (2) pay the costs of issuing the *2025 Bond*. The *2025 Project* is necessary to meet the needs of the users of the Town’s electric system.

Section 2. The aggregate principal amount of the *2025 Bond* authorized by this order will not exceed \$8,000,000 and the interest rate on the *2025 Bond* will not initially exceed 4.29%

per annum (which rate may be adjusted in accordance with the Series Indenture). The 2025 Bond hereby authorized will be a special obligation of the Town, secured by and paid solely from the proceeds thereof or from revenues, income, receipts and other money received or accrued by or on behalf of the Town from or in connection with the operation of the Town's electric system.

Section 3. The Town requests that the 2025 Bond be sold at a private sale without advertisement to the Lender at such price as the LGC determines to be in the best interest of the Town and as provided in the Town's application to the LGC. The Town Council approves the sale of the 2025 Bond to the Lender on the terms provided in the term sheet provided by the Lender and as provided in the Series Indenture. The Authorized Officers (as defined below), are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to consummate the issuance of the 2025 Bond.

Section 4. The Town's issuance of the 2025 Bond, in substantially the form to be provided in the Series Indenture, is hereby in all respects approved and confirmed. The provisions of the General Indenture and the Series Indenture with respect to the 2025 Bond are hereby approved and confirmed and are incorporated herein by reference. The proceeds from the issuance of the 2025 Bond will be deposited in accordance with the Series Indenture. The principal of, premium, if any, and interest on the 2025 Bond will not be payable from the general funds of the Town, nor will the 2025 Bond constitute a legal or equitable pledge, charge, lien or encumbrance on any of the Town's property or on any of its income, receipts or revenues except the funds which are pledged under the General Indenture. Neither the credit nor the taxing power of the State of North Carolina (the "State") or the Town is pledged for the payment of the principal of, premium, if any, or interest on the 2025 Bond, and no holder of the 2025 Bond has the right to compel the exercise of the taxing power by the State or the Town or the forfeiture of any of its property in connection with any default thereon.

Section 5. The form and content of the General Indenture and the Series Indenture, including the exhibits thereto, are hereby in all respects approved and confirmed. The Mayor, the Town Manager, the Finance Director and the Town Clerk, or their respective designees (collectively, the "Authorized Officers"), are hereby authorized, empowered and directed to execute and deliver the General Indenture, the Series Indenture and the 2025 Bond for and on behalf of the Town, including necessary counterparts, in substantially the form and content presented to the Town, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town Council's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the General Indenture and the Series Indenture, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the General Indenture and the Series Indenture as executed. The Trustee is hereby appointed as Registrar and Paying Agent under the Series Indenture.

Section 6. The Town Manager and the Finance Director are each hereby authorized to execute a tax certificate to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 7. If any one or more of the covenants, agreements or provisions contained in this Bond Order is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Bond Order or of the 2025 Bond authorized hereunder.

Section 8. No stipulation, obligation or agreement contained in this Bond Order or contained in the 2025 Bond, the General Indenture, the Series Indenture or any other instrument related to the issuance of the 2025 Bond is a stipulation, obligation or agreement of any officer, agent or employee of the Town in his or her individual capacity, and no such officer, agent or employee is personally liable on the 2025 Bond or subject to personal liability or accountability by reason of the issuance thereof.

Section 9. The Authorized Officers are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by this Bond Order, the General Indenture or the Series Indenture; except that none of the above is hereby authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the General Indenture or the Series Indenture, (c) any agreement to which the Town is bound, (d) any rule or regulation of the Town or (e) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State.

Section 10. The Authorized Officers are hereby authorized, empowered and directed to prepare and furnish, when the 2025 Bond is issued, certified copies of all the proceedings and records of the Town Council relating to the 2025 Bond, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality and marketability of the 2025 Bond as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, constitute representations of the Town as to the truth of all statements contained therein.

From and after the execution and delivery of the documents hereinabove authorized, the Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed or required by the Lender, and are further authorized to take any and all further actions to execute and deliver any and all other documents as may be necessary in the issuance and on-going administration of the 2025 Bond.

Section 11. All acts and doings of the Authorized Officers that are in conformity with the purposes and intent of this Bond Order and in the furtherance of the issuance of the 2025 Bond and the execution, delivery and performance of the 2025 Bond, the General Indenture and the Series Indenture are hereby in all respects approved and confirmed. Any provision in this Bond Order that authorizes more than one Authorized Officer to take certain actions will apply

to the respective designees of the Authorized Officers, including any person serving in an interim capacity, and will be read to permit such persons to take the authorized actions either individually or collectively.

Section 12. All resolutions or parts thereof of the Town Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 13. This Bond Order is effective immediately on its adoption and, pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the Town Council other than the procedures set out in the Act.

Adopted this 21st day of August, 2025.

STATE OF NORTH CAROLINA)
TOWN OF PINEVILLE)
)
) SS:

I, *Lisa Snyder*, Town Clerk of the Town of Pineville, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of a bond order entitled "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$8,000,000 TOWN OF PINEVILLE, NORTH CAROLINA ELECTRIC SYSTEM REVENUE BOND; AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BOND; PROVIDING FOR THE ISSUANCE OF THE BOND; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BOND**" duly adopted by the Town Council of the Town of Pineville, North Carolina at a meeting held on the 21st day of August, 2025.

WITNESS my hand and the corporate seal of the Town of Pineville, North Carolina, this the ____ day of August, 2025.

(SEAL)

Lisa Snyder
Town Clerk
Town of Pineville, North Carolina



TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Maintenance Bond for New Developments		
Staff Contact/Presenter:	Ryan Spitzer		
Meets Strategic Initiative or Approved Plan:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, list: Subdivision Ordinance
Background:	Pineville has historically required developers to obtain a Maintenance Bond for one year after a development is turned over to the Town. The developers of Huntley Glen sent a letter to the County disputing that the Town could require a Maintenance Bond per NCGS 160D-804.1.		
Discussion:	Staff is proposing changing the language in the Subdivision Ordinance to reflect what is allowed by State Statute.		
Fiscal impact:	None		
Attachments:	1. Current Subdivision Ordinance		
Recommended Motion to be made by Council:			



Memorandum

To: Mayor and Town Council

From: Ryan Spitzer

Date: 8/14/2025

Re: Maintenance Bond

Overview:

Historically the Town has required a developer to get a Maintenance Bond once the development is turned over to the Town to provide the town with surety that the landscaping was put in properly and the road infrastructure is sufficient after the topcoat of asphalt is applied. The County received a letter from a developer questioning whether the Town could require a Maintenance Bond.

NCGS 160D-804.1(see [G.S. 160D-804.1](#)) which discusses performance bonds for subdivision regulation. Specifically, section (4), Coverage. – The performance guarantee shall only be used for completion of the required improvements and not for repairs or maintenance after completion. **No performance guarantee may be required for maintenance of any improvement once the improvement is completed to the specification of a local government or upon receipt of a certification under seal from a professional engineer that the required improvements have been completed to the specification of the local government.**

The Town is recommending that we only require the Performance Bond for a project. However, when the developer asks for the Town to take over the development, the Town will go inspect the infrastructure like we normally would do. At this point, if the infrastructure is deemed sufficient by the Town and County, the Town would start a “clock” for one year to make sure the landscaping and road infrastructure held up.

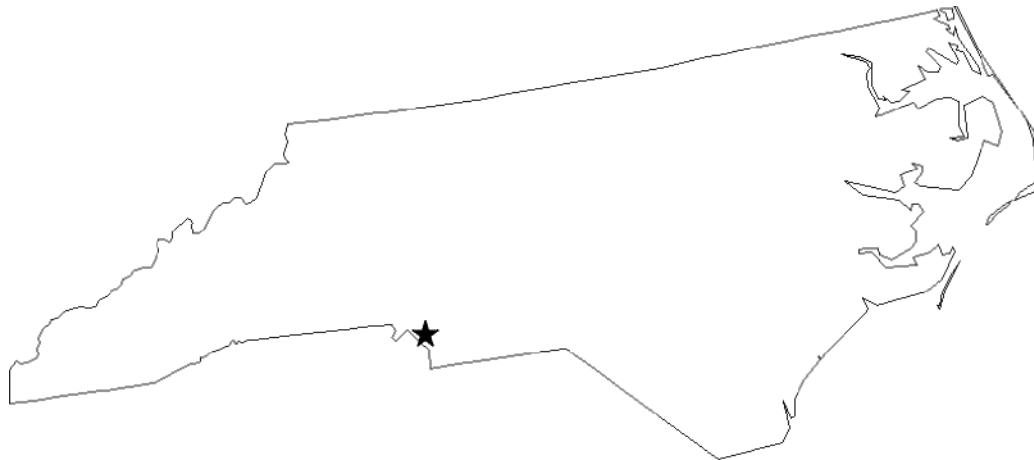
Town Council will need to determine if they would like to reduce the Performance Bond down to some percentage of the original Performance Bond that the developer got at the beginning of the project.

Recommendation:

Consider removing the words “Maintenance Bond” from the Subdivision Ordinance and replace it with the timeline described for the new Performance Bond.



Subdivision Ordinance



Adopted January 18 1994
Revised November 15 2005
Revised June 10, 2008
Revised October 13, 2015
Revised September 11, 2018

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INTRODUCTION

Land subdivision regulations have been described as "the guidance of land subdivision development by a public authority, enforced through the power to uphold the privilege of public record from plats that do not meet the establishment requirements and standards."

The Town, enforcing subdivision regulations is ensuring sound community growth for the Town of Pineville ("Town", "Town of Pineville", or "Pineville") and its extraterritorial jurisdictions, and it is safeguarding the interests of the homeowner and the subdivider. The decision of a subdivider to convert vacant land to housing development, for example, is a serious one. This action indelibly places development in a town that is permanent and has a lasting influence for many years. For these reasons, it is of primary importance that a municipality adopts and enforces subdivision regulations.

A WORD TO THE DEVELOPER

Any property owner, real estate agent, or builder who anticipates subdividing land in Pineville (also referred to herein as "subdivider" or "developer") should become familiar with these regulations. They have been designed and drawn up to achieve equal, impartial treatment for all, and to provide clear-cut procedures for the preparation, submission, and review or approval of subdivision plans. The Town of Pineville encourages any and all developers to retain a qualified technician such as land planner, landscape architect, engineer, surveyor, etc., to prepare the plan. This recommendation is made by the Town because it is important that a person subdividing land possess the necessary skill and imagination to produce the best design under given conditions.

TO AVOID DELAYS

1. Consult the Planning Director, who administers the Subdivision Ordinance before proceeding with subdivision plans.
2. Make sure that the design of the subdivision meets the minimum standards of design.
3. Submit all items as required when presenting a sketch plan, a preliminary plat or a final plat for review or approval. Submit plans to the Planning Director.

1.000. PURPOSE AND APPLICABILITY

1.100 Short Title

This ordinance will be known and may be cited as the Pineville Subdivision Ordinance.

1.200 Purpose

The provisions of this ordinance are adopted pursuant to the authority conferred by Section 160A-371 et. seq. of the General Statutes of North Carolina for the purpose of providing for the orderly development of the Town of Pineville, North Carolina and its environs by regulating the subdivision of land. The regulations contained herein are intended to coordinate proposed development with existing development and with officially adopted plans for future development of the town; to coordinate transportation networks and utilities within subdivisions with existing or planned streets or with public facilities; to secure or protect adequate rights-of-way and easements for street or utility purposes; to secure adequate spaces for recreation and school sites; to provide for the distribution of population and traffic in a manner which shall avoid congestion and overcrowding; to protect and enhance environmental quality; to insure the proper legal description, monumentation, and recording of subdivided land; and to create conditions that substantially promote public health, safety, convenience, and the general welfare.

1.300 Jurisdiction

The provisions of this ordinance apply to all subdivision activities for the Town of Pineville and any extraterritorial jurisdiction as shown on the Town of Pineville official zoning map.

1.400 Separability

If any section, paragraph, subdivision, clause or provision of this ordinance is judged invalid by a court of competent jurisdiction, such adjudication will apply only to such section, paragraph, subdivision, clause or provision so judged and the remainder of this ordinance will be deemed valid and effective.

1.500 Compliance with Ordinance

All plats for the subdivision of land must conform to the requirements of this ordinance, and be submitted in accordance with the procedures and specifications established herein. The description by metes and bounds in an instrument of transfer or other document used in the process of selling or transferring land will not exempt the transaction from compliance with this ordinance. Violations of this ordinance shall constitute a zoning violation and subject to any or all corrective measures or penalties per day per violation as described in the Pineville Zoning Ordinance and/or other applicable Town approved agent such as Mecklenburg County (the “County”), FEMA,

EPA or similar.

1.600 Effective Date

This ordinance will become effective September 11, 2018.

1.700 Relation to Other Ordinance

It is not intended that this Ordinance will in any way interfere with the provisions of any other law or ordinance. In addition, it is not intended that this Ordinance will repeal, annul or interfere with any rules, regulations, permits or conditions which were legally adopted or issued under the Zoning Ordinance, and which may conflict with any requirements in this Ordinance.

Any such Subdivision Ordinance requirement which is inconsistent or conflicts with any other requirement or condition shall defer to the stricter requirement, or as specifically stated and modified by Pineville Town Council as part of any conditionally approved plan.

2.000. DEFINITIONS AND RULES OF CONSTRUCTION

2.100 Definitions

As used in this ordinance, the following terms will have the meanings indicated in this section:

ALLEY.

A vehicular roadway used for providing service access along rear or side property lines of lots which is secondary to and also served by a general travel street type as defined in this ordinance such as a "local" or "collector" street.

APPEAL. An action requesting reversal, clarification, or modification of an interpretation or decision made by Town Staff in the application of these regulations.

BUILD-TO LINE.

A line extending through a lot which is generally parallel to the front property line and marks the location from which the principle vertical plane of the front building elevation must be erected; intended to create an even building façade line on a street.

CHARLOTTE-MECKLENBURG LAND DEVELOPMENT STANDARDS MANUAL

The manual of construction standards and details jointly prepared by the Charlotte City Engineer and Mecklenburg County Director of Engineering which regulates and controls the provision and construction of public and private improvements relating to streets, sidewalks, drainage and other facilities. Whenever, in this ordinance, reference is made to "standards" or "manual" it refers to that document, as it may be amended from time to time unless there is a

specific standard the Town has adopted otherwise.

COLLECTOR STREET (CLASS V). A roadway which assembles traffic from local streets, and distributes it to the nearest arterial street. The Class V road provides direct primary access to low/medium density land uses. It is designed to carry low to moderate traffic volumes at low to moderate speeds.

COMMERCIAL ARTERIAL STREET (CLASS III-C). A multi-lane, major roadway connecting Class I or II roads with lesser streets in the network, the Class III-C road may also connect this region to other regions. It is designed to accommodate large volumes of traffic at moderate speeds while also providing, as a major part of its function, direct access to nonresidential high trip generating land uses. A Class III-C road may be part of state primary or secondary highway systems.

DEPARTMENT OF ENVIRONMENTAL PROTECTION (D.E.P.). Shall mean Mecklenburg County Department of Environmental Protection or other relevant Environmental Protection Agency or group.

DEVELOPMENT KEY. A diagram showing the current approved masterplan for a development along with how each proposed property line specific phase fits within the masterplan.

FREEWAY OR EXPRESSWAY (CLASS 1). A multi-lane, grade-separated, limited access major road connecting this region, major activity centers or major roads with other regions, major activity centers or major roads. It is designed to accommodate large traffic volumes at high speeds. Such a facility may be part of the interstate, federal or state primary highway system. A Class I road will be built to or approaching interstate design standards.

LIMITED ACCESS ARTERIAL STREET (CLASS II). A multi-lane limited access major road connecting major activity centers or major roads. It is designed to accommodate large volumes of traffic at moderate speeds. Intersections are at grade, with access only at cross streets rather than at individual driveways. All types of land uses are acceptable along this road with proper consideration to environmental stresses related to the road.

LOCAL STREET (CLASS VI). This is a two-lane roadway which provides access directly to adjoining low/medium density land uses. It also conducts traffic to local limited and Class V streets which serve the area. The Class VI road is designed to accommodate low volumes of traffic at low speeds. A local limited street (Class VI-L) serves the same system function as the Class VI street but is located in residential environments which have been created through special conditions or design considerations. These unique environments include planned developments and other similar techniques, or cul-de-sac streets in conventional subdivisions. A Class VI-L street may not provide vehicular access to elementary, junior or senior high schools, colleges, or official sites for such schools or to proposed places of public assembly including public or private parks, recreation facilities, or greenways.

LOT.

An individual parcel of land.

LOT, BUILDABLE.

An individual parcel of land that is intended and designed to be built upon that meets or exceeds the standards of this ordinance. Buildable lot count such as housing units shall be calculated and used as it relates to traffic studies or similar thresholds in this ordinance.

MAJOR ARTERIAL (CLASS 111). A multi-lane major roadway connecting Class I, II or III streets with lesser streets in the network. The Class I road may also provide connections between this and other regions. It is designed to accommodate large volumes of traffic at moderate speeds, but it is not intended to provide primary access to adjoining high trip generating uses.

MINOR ARTERIAL (CLASS IV). A roadway, frequently two lanes, providing a connection from Class II and Class III roads to other lesser roads in the system. It is designed to accommodate moderate volumes of traffic at moderate speeds. It does not have a significant function in connecting this region to other regions. Therefore, it usually only handles trips for short to moderate distances.

PLANNED DEVELOPMENT. A planned development is a group of two or more duplex or multi-family residential or nonresidential buildings established in a single development tract, having unified design of buildings and coordinated organization of open space, parking and service areas.

REVERSE FRONTAGE. The configuration of lots or a development site so that vehicular access to the lots or development site does not involve individual driveway connections to the street for which the access is restricted, but rather is from another means such as a public street which either intersects or runs parallel to the street for which access is restricted or a private street or easement. Reverse frontage does not relate to any particular orientation of the structure to the street.

SCHOOL BOARD. School board shall mean the Charlotte-Mecklenburg School Board.

STREET RIGHT-OF-WAY, PRIVATE. An interior circulation road designed and constructed to carry vehicular traffic the same as public streets, but is not dedicated to or maintained by the town, county, state, or federal government.

STREET RIGHT-OF-WAY. Street right-of-way shall mean any public right-of-way set aside for public travel. This includes streets established prior and after the adoption of this ordinance and street right-of-ways officially planned and recorded on a plat.

SUBDIVISION. A subdivision means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized

by this Ordinance:

1. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the municipality;
2. The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved;
3. The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation and utility system corridors; and
4. The division of a tract in single ownership whose entire area is no greater than two (2) acres into not more than 3 lots where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed all other land development standards.
5. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the North Carolina General Statutes.

Any document or plat to be recorded pursuant to any such exemption shall bear the following Exemption Certificate signed by the Planning Director prior to the recording with the County Register of Deeds, but only after submittal of a Certificate of Submittal Type by Surveyor to the Planning Director.

Exemption Certificate

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

Planning Director

Date

Certificate of Subdivision Type by Surveyor:

It is the duty of the surveyor, by a certificate, to certify to the following on the face of the plat:

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.

When a subdivision of property is exempt from the provisions of the Subdivision Ordinance, the subdivider may still present the subdivision plat to the Planning Director for review and comment. If appropriate, the Planning Director may attach a statement qualifying the use of the lots.

SUBDIVISION, ADMINISTRATIVE. A subdivision that is not otherwise exempt from the provisions of the ordinance and that does not involve any of the following:

1. The creation of any new public streets or street right-of-way, or improvements to an existing street.
2. The extension of any needed rights-of-way or easements for the water or sewer system operated by Charlotte-Mecklenburg Utility Department.
3. The installation of drainage improvements through one or more lots to serve one or more other lots.
4. The installation of a private water treatment plant or a private water supply system for more than one lot.
5. The creation of more than five lots.

SUBDIVISION, MINOR A subdivision that is not otherwise exempt from the provisions of the ordinance and that does not involve any of the following:

1. The extension of any needed rights-of-way or easements for the water or sewer system operated by Charlotte-Mecklenburg Utility Department.
2. The installation of drainage improvements through one or more lots to serve one or more other lots.
3. The installation of a private water treatment plant or a private water supply system for more than one lot.
4. The creation of more than ten lots.

SUBDIVISION, MAJOR. A subdivision that involves any of the following:

1. The creation of any new public streets or street right-of-way, or improvements to an existing street.
2. The extension of any needed rights-of-way or easements for the water or sewer system operated by Charlotte-Mecklenburg Utility Department.
3. The installation of drainage improvements through one or more lots to serve one or more other lots.
4. The installation of a private water treatment plant or a private water supply system for more than one lot or building site.
5. The creation of more than ten lots.

THOROUGHFARE. Any street designated on the adopted thoroughfare plan or any street which is an extension of any street on the thoroughfare plan and which extends into the area not covered by the thoroughfare plan. The words thoroughfare and arterial are used synonymously and indicate streets which are designated as Class 1, II, III, III-C, or IV.

THOROUGHFARE PLAN. The most recent Metropolitan Planning Organization (MPO) map approved by the Town Council and the Board of County Commissioners which indicates the system of roads expected to serve major access and travel needs with regard to auto, truck and transit transportation. The words thoroughfare plan and arterial street plan are used synonymously.

MODIFICATION. An action requesting consideration for relief from the strict enforcement of the standards of the ordinance where special circumstances or unusual considerations may exist on the parcel of land.

THROUGH LOT. A lot with frontage on two streets.

2.200 Rules of Construction

For the purposes of these regulations, the following rules of construction will apply. These regulations will be construed to achieve the purposes for which they are adopted.

In the event of a conflict between the text of these regulations and any caption, figure, illustration, table, or map, the text of these regulations will control.

In the event of any conflict in limitations, restrictions, or standards applying to a project, the more restrictive provision will apply.

The words "shall", "must", and "will", are mandatory in nature, implying an obligation or duty to comply with the particular provision.

The word "may" is permissive in nature except when used in the negative.

Words used in the present tense include the future tense.

Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise.

Words used in the masculine gender include the feminine gender.

References to "days" will always be construed to be business days, excluding weekends and holidays, unless the context of the language clearly indicates otherwise.

3.000 DECISION MAKING AND ADMINISTRATIVE BODIES

3.100. Planning Director

The term Planning Director shall refer to the Planning Director or his designee. The Planning Director shall have the following powers and duties to be carried out in accordance with these regulations:

1. To interpret, review, approve or deny, and provide feedback relating to this ordinance and to all petitions for subdivisions of land within the authority and jurisdiction of these regulations and comment on completeness of petitions and conformity to the requirements of these regulations.
2. To maintain files and other public records related to the administration and enforcement of these regulations.
3. To comment on proposed amendments to these regulations.

4. To work to coordinate all local, state, and other appropriate agency reviews and comments on all subdivisions proposed under these regulations.
5. To establish such rules of procedure as necessary and proper for the administration of their responsibilities under these regulations.

3.200. Pineville Planning Board

The Pineville Planning Board will have the following powers and duties to be carried out in accordance with these regulations:

1. To hear and make advisory recommendations on proposed amendments to the text of these regulations; to propose, as needed, amendments to change the text of these regulations to the Town Council.

3.300. Pineville Town Council

The Pineville Town Council will have the following powers and duties to be carried out in accordance with these regulations:

1. To hear and decide proposed amendments to the text of these regulations.
2. To hear and decide appeals to these regulations. In deciding appeals, the Pineville Town Council may reverse, or modify the order, decision, determination, or interpretation under appeal upon finding an error in the application of these regulations.

In deciding on proposed amendments, the Pineville Town Council may approve the amendment, deny the amendment, or modify the amendment with conditions relating to the intent and standards of the ordinance. On matters, relating to text changes the Town Council may refer a matter back to the Planning Board for further review and may call for a new public hearing based on the recommendation then forwarded by the Planning Board.

3.400. Secretary to the Pineville Planning Board

The Secretary to the Pineville Planning Board shall also be the Planning Director unless otherwise appointed and will have the following powers and duties to be carried out in accordance with these regulations:

1. To maintain the text of these regulations.
2. To prepare amendments to the text of the regulations at the request of the Pineville Town Council or the Planning Board.
3. To receive, determine completeness, and file notices of appeals submitted by the applicant within ten (10) days of plan approval is issued or denied.

4. To accept and file petitions for modifications.

4.000 APPEALS

4.101. Authority of the Pineville Town Council

The Pineville Town Council will have the authority to hear and decide appeals from any order, decision, determination, or interpretation made by the Planning Director or Pineville Planning Board pursuant to or regarding these regulations.

4.102. Standards for Granting an Appeal

1. The Pineville Town Council may confirm, reverse, or modify the order, decision, or determination, under appeal upon finding an error in the application of these regulations.
2. The Pineville Town Council may provide clarification on the part of interpretation of this ordinance administered by the Planning Director.

4.103. Initiation

1. An appeal from any order, decision, determination or interpretation made by the Planning Director may be initiated by the owner of the affected property, an agent authorized in writing to act on the owner's behalf, or a person having a written contractual interest in the affected property.

4.104. Filing of Notice of Appeal

1. A notice of appeal, in the form prescribed by the Planning Director, must be filed with the Planning Staff within 10 days of the day an administrative interpretation or decision is issued. The notice filed to the Planning Director must be accompanied by a nonrefundable fee as established in the fee schedule adopted by the Pineville Town Council. Failure to timely file such notice and fee will constitute a waiver of any rights to appeal under this section.
2. The filing of an appeal shall halt any additional subdivision activity or proposals by the applicant related or impacted with the appeal and also any additional enforcement action by the Planning Director until the appeal has been determined before the Pineville Town Council or any subsequent final judicial action.

4.105. Determination of Completeness

1. Incomplete applications or applications submitted after the ten (10) day limitation shall not be accepted.

2. The Planning Director shall determine the completeness of any appeal, application, request, or submittal.
3. If the notice of appeal, application, request, or submittal has been deemed complete; The Pineville Town Clerk shall schedule any meeting dates and advertisements.
4. A determination of completeness will not constitute a determination of compliance with the substantive requirements of these regulations but will only allow review of the appeal to proceed under this section.

4.106. Planning Director Review

1. After receipt of a complete appeal the Planning Director will review the appeal and send a written report to the Pineville Town Council. In making any recommendations, the Planning Director may consult with other agencies or obtain legal advice as needed.

4.107. Notice and Hearing

1. The Pineville Town Council will hold public hearings on any appeal.
2. The Secretary to the Pineville Planning Board will mail or email written notice of the time, place, and subject of the public hearing to the person or persons filing the notice of appeal to the owners of the subject property, and to the owners of property which adjoins or is directly across a street or alley from the subject property in accordance with North Carolina General Statutes applicable notice requirements.

4.108. Action by the Pineville Town Council

1. The Pineville Town Council may reverse, affirm, or modify any order, decision, determination, or interpretation taken by the Planning Director under appeal by a majority vote at a public hearing. The vote must state the reasons that the Pineville Town Council used to reach its decision.

4.109. Rehearing

When the Pineville Town Council or Pineville Planning Board has denied any petition for a variance or other modification, it will not thereafter accept any other petition for the same request(s), unless it finds that there have been substantial changes in the conditions or circumstances relating to the matter.

4.110. Appeal of a Decision Made by the Pineville Town Council

Any appeal of a decision rendered by the Pineville Town Council must be to the superior court by proceedings in the nature of certiorari. Any petition for review by the superior court must be filed with the Clerk of Superior Court within 30 days after the decision of the Pineville Town Council is filed in the office of the Secretary to the Pineville Planning Board.

4.200. VARIANCES AND MODIFICATIONS

4.201. Authority of the Pineville Planning Board and Pineville Town Council

1. The Pineville Planning Board will have the authority to hear and decide petitions for individual lot or individual condition variances for five or fewer lots from the requirements of these regulations which relate to the administrative subdivision of land process or any single instance of development standard, requirement, or dimensional violation required in this ordinance where a variance is requested, not inconsistent with other codes or ordinances.
2. Pineville Town Council alone shall hear all conditional zoning requests and conditional rezonings. Pineville Town Council shall hear all modifications beyond those listed above.

4.202. Standards for Granting a Variance

Before granting a variance, the Planning Board must determine that:

1. The difficulty or hardship is peculiar to the property in question and is not generally shared by other properties used for the same purposes; and
2. The relationship of the property to natural topography or to the nature of adjoining properties warrants relief from the standard in question; or
3. The difficulty or hardship from the application of these regulations would prevent the owner from making a reasonable use of the property. The fact that the property could be utilized more profitably with the modification than without the modification will not be considered as grounds for granting the modification; or
4. The granting of a modification would permit the preservation of a historic structure or site, or a significant natural feature.

4.203. Initiation

1. A petition for a variance or modification may be initiated only by the owner of the affected property, an agent authorized in writing to act on the owner's behalf,

or a person having a written contractual interest in the affected property.

4.204. Effect of Granting a Modification

After the approval of a modification or variance, the petitioner will be required to follow the procedures for preliminary and final plat approval in order to proceed with development of the subject property. All decisions made by the Planning Director under those procedures will comply with the variation in these regulations granted to the petitioner by the Pineville Planning Board, Pineville Town Council or court.

5.000. TEXT CHANGE AND AMENDMENTS

- 5.100.** Applications for a change in the text of this Ordinance or the Zoning Map may be instituted by Staff, Planning Board, Town Council, Property Owners or their authorized agents only.
- 5.200.** The Town Council and the Planning Board shall receive public comment on applications for amendments to this Ordinance in a Public Hearing at a time and place to be announced by public notice. A Quorum of both the Council and Planning Board is required for such hearing. Notification of the public hearing shall be made in the following manner:
 - 1. A notice shall be published in the newspaper having general circulation in the area once a week for two (2) successive weeks, the first notice to be published not less than ten (10) days nor more than twenty-five (25) days prior to the date established for the hearing. In computing such time, the date of publication is not to be included, but the date of the hearing shall be included.
 - 2. A notice may be placed in the Pineville Town Hall or Town Website for additional notice.
 - 3. Or as otherwise permitted to meet advertising requirements set forth by the State of North Carolina.
- 5.300.** The Planning Board shall consider the application and have a recommendation to Town Council after the close of the joint public hearing whenever possible. Pineville Town Council shall have authority to vote on a proposal without Planning Board recommendation if needed. Should additional time be required by the Planning Board they shall have a recommendation on the application at the next regular meeting date no later than thirty (30) days after the public hearing. If a recommendation is not made during said time period, the application shall be forwarded to the Town Council without a recommendation from the Planning Board. If a recommendation is made to the Town Council, it shall be as follows:
 - 1. Adoption of the amendment(s) as written, or

2. Adoption of the amendment as revised by the Planning Board, or
3. Rejection of the amendment.

5.400 Once the Town Council has received the recommendation of the Planning Board or the thirty (30) day period elapses without a recommendation, the Town Council shall consider the application at its next scheduled meeting. The Town Council may approve, deny, or modify the proposed amendment.

6.000 THE SUBDIVISION PROCESS

6.100 Compliance Required
 After the effective date of this Subdivision Ordinance, no site plan shall be approved and no plat for the subdivision of land shall be certified for recording with the County Register of Deeds until it has been submitted to the Planning Director for approval in accordance with the provisions set forth herein.

6.101. General Requirements
 The following statements provide general requirements and policies to be used in the design, review and approval of any subdivision under the jurisdiction of this ordinance. Questions of interpretation of any of these provisions should be discussed with the Planning Director at the earliest possible time in the development of a subdivision proposal.

1. **Consistency with adopted plans and policies.** All subdivision of land approved under these regulations shall be consistent with the most recently adopted public plans and policies for the area in which it is located. This includes general policy regarding public safety, adopted development standards, avoiding development in hazard prone areas, compatibility with surrounding properties and future land use plans, development objectives for the area as well as specific policy or plans for construction of streets including dedication of right-of-way, parks, open space, schools, and other similar facilities.
2. **Conformity.** All proposed subdivisions shall be planned so as to facilitate the most advantageous development of the entire neighboring area. In areas with existing development, new subdivisions shall be planned so as to protect and enhance the stability, environment, health, safety and character of the neighboring area. Street connectivity is required within compatible uses and encouraged elsewhere with appropriate buffers.
3. **Extension of existing street.** The proposed street system shall extend existing streets on their proper projections (including infrastructure and sidewalks) at the same or greater width than the minimum into neighboring undeveloped property or to connect otherwise unconnected existing streets to further future street connectivity of adjacent development. Emphasis will be placed on the adopted thoroughfare plan and any adopted plans in the determination of street extensions and connections.

4. **Access to adjoining unsubdivided property.**

The proposed street system shall be designed to provide for desirable access to unsubdivided property adjoining the subdivision and to provide interconnection to similar adjacent uses when such connection would facilitate traffic movement in the area. Reserve strips adjoining street rights-of-way for the purpose of preventing access to adjacent property are not permitted. However, the provision for or the existence of a potential access point does not mean that access at that point will be required or allowed in subsequent development of the area.

5. **Relationship to topography.** In sloping terrain, streets shall parallel the contours of the land insofar as practicable, to avoid steep grades and the concentration of storm water surface runoff.

6. **Mature trees and Natural Vegetation.** Streets and development sites shall be designed to protect and preserve, to the greatest extent practicable, stands of mature trees and other areas of significant natural vegetation.

7. **Access to parks, schools, greenways, etc.** Streets shall be designed or walkways dedicated to assure convenient access to parks, greenways, playgrounds, schools and other places of public assembly. Dedicated walkways may not be less than 15 feet in width and may be required to be large enough to provide vehicular access for maintenance vehicles.

8. **Discourage through- traffic.** Streets shall be laid out so as to discourage through traffic unless the street is designated as a thoroughfare in the adopted thoroughfare plan or is a designated collector street.

9. **Relationship to railroad rights-of-way.** When a subdivision adjoins a railroad right-of-way the subdivider may be required to arrange the street pattern to provide for future grade separation of street and railroad crossings.

10. **Half streets.** Whenever an existing half street is adjacent to a tract of land to be subdivided the other half of the street shall be platted within such tract. New half streets are prohibited.

11. **Parallel streets along thoroughfare.** Where a tract of land to be subdivided adjoins a federal or state highway or a major arterial street, the subdivider may be required to provide a street parallel to the highway or to utilize reverse frontage on an interior street for the lots to be developed adjacent to the highway. Where reverse frontage is established, deed restrictions or other means shall be provided to prevent private driveways from having direct access to the highway or street.

12. **Public School and Public Park Sites.** When a tract of land that appears in any adopted plan or policy document as a future public school, public park,

greenway, or open space site falls within an area proposed to be subdivided, the Planning Director may notify the appropriate agency of the proposed subdivision and its effect on the future public site. The appropriate agency must decide within 30 days if it wishes to reserve the site for future acquisition. If the site is not to be reserved, then the subdivision will be processed in the normal fashion. If the agency does wish to reserve the site, then the subdivision will not be approved without such reservation. The appropriate agency will have 18 months from the date of preliminary plan approval to acquire the site by purchase, receipt of a dedication or by initiating condemnation proceedings. If, at the end of the 18 month period, none of the actions listed above have commenced the subdivider may consider the land free of any reservation.

13. **Public Facilities**. When a tract of land that appears in any adopted plan or policy document as a future site for any community service facility, including but not limited to police and fire stations, libraries, or other public use sites falls within an area proposed to be subdivided, the Planning Director will notify the appropriate agency of the proposed subdivision and its effect on the future public site. The appropriate agency must decide within 30 days if it wishes to reserve the site for future acquisition. If the site is not to be reserved, then the subdivision will be processed in the normal fashion. If the agency does wish to reserve the site, then the subdivision will not be approved without such reservation. The appropriate agency will have 18 months from the date of preliminary plan approval to acquire the site by purchase, receipt of a dedication or by initiating condemnation proceedings. If, at the end of the 18 month period, none of the actions listed above have commenced the subdivider may consider the land free of any reservation.
14. **Street name**. Proposed street names shall not duplicate nor too closely approximate phonetically the name of any street within the county or town. Where proposed streets are extensions of existing streets, the existing street names shall be used.
15. **Easements**. Easements established to the width and in the locations required by any engineering, utility, or similar department, but in no case less than 10 feet wide, shall be provided for open or piped storm drainage, sanitary sewers and water lines. Easements shall be in place before any construction begins for each or any parcel of land involved with any easement for new development. This requirement applies to such lines installed at the time of the development of the subdivision, and to easements for such lines which may reasonably be expected to be installed in the future.
16. **Proposed water and sewerage system**. The preliminary subdivision plan shall be accompanied by satisfactory evidence as to the proposed method of providing potable water and a system of sanitary sewage collection and disposal.
 1. Where these systems are to be a part of the public water and sanitary sewerage system owned and operated by the Charlotte Mecklenburg Utility

Department (Charlotte Water), the acceptability of the proposed systems shall be attested by the approval of the preliminary subdivision plan by the utility department or a letter from the utility department stating the availability of water and/or sewer service and that the subdivision will be allowed to connect to the system upon completion and dedication of the systems in the development.

2. Any proposed private water or sewer system shall be conditionally approved only and reviewed and approved by the agency or agencies with jurisdiction prior to any public hearing. Evidence must be provided by the developer of the required discharge permit or perk test for sewer disposal whichever is applicable. Prior to combustible building materials located on site, water lines and systems such as fire hydrants must be functional and meet minimum standards. Prior to the approval of a final plat evidence must be provided that both the sewer and water system designs have been approved for construction. Prior to the issuance of any certificate of occupancy for any structure, evidence must be provided that both the water and sewer systems have been approved and are operational for the structures in question.

3. Septic tanks and fields must be located on a minimum lot size of one acre; any septic drain field must be a minimum of twenty-five (25) feet inside the property and located out of any FEMA floodplain or other drainage or flood prone areas.

17. **Restrictions on the subdivision or land subject to flooding.** Lots that are subject to flooding shall be regulated by the Pineville Floodplain Ordinance or other similar adopted plan.
18. **Creation of Landlocked Properties Prohibited.** The creation of landlocked properties shall be prohibited unless a part of an essential public utility, public park, or as approved by Pineville Town Council to serve a compelling public need provided that permanent easements are in place to ensure access and public safety.

6.200 General Procedure for Subdivisions

1. No land disturbance until preliminary plan approval.
2. Construction details and specifications shall meet Pineville Land Development Standards Manual.
3. Any subdivision creating more than 100 lots shall require conditional approval from the Pineville Town Council.
4. Each parcel and section of road within a plat shall be contiguous to other parcels and road sections within the plat with no disconnected or orphan parcels, roads, plats, phases or partial roads permitted. Roads included in any plat shall be terminated between plats at 90 degree angles whenever possible.
5. Each plat shall be accompanied by development key for the development showing how new proposed plats will fit together with other plats and the masterplan to ensure no parcel of land is missed or left unrecorded.
6. Plat revisions shall show the full scope of the original plat with changes highlighted. Any revisions that add or subtract land to a previously approved plat shall submit an updated development key.
7. Each bond or development guarantee shall align with each full plat or phase with no half-plat or similar partial coverage.
8. Phasing of plats shall proceed in a logical and contiguous order and town acceptance of roads shall follow this same order.
9. The Planning Director shall determine, approve, or disapprove exempt and administrative subdivision final plats in accordance with the provisions of this ordinance.
10. The Planning Director shall make a decision within thirty (30) working days after receipt of the complete application.
11. If the subdivision is disapproved, the Planning Director shall furnish the applicant with a written statement of the reasons for disapproval upon request.
12. Fire suppression systems such as fire hydrants must be on and meet minimum standards for location and water flow prior to combustible building materials being located on site.

6.300 Procedure for Minor Subdivisions**6.310 Sketch Plan for Minor Subdivisions**

1. Prior to submission of a preliminary plat, the subdivider shall submit to the Planning Director a sketch plan of the proposed subdivision. The purpose of the sketch plan is to familiarize the Planning Director with the proposed development and to ensure that it is in compliance with all applicable regulations. The sketch plan shall all of the information in Section 6.500. The Planning Director shall have thirty (30) working days to review the sketch plan for compliance with Town ordinances.
2. Review of the sketch plan does not vest the owner or developer with any developmental rights.

6.320 Preliminary Plat for Minor Subdivisions

1. A preliminary plat of the proposed subdivision shall be submitted to the Planning Director and the Mecklenburg County Land Development. The preliminary subdivision plat shall be drawn to the specifications contained in Section 6.600. No processing or review of a preliminary plat will proceed without all required information.
2. The Planning Director shall have thirty (30) working date to review and comment on the initial preliminary plat. If corrections or changes to the initial preliminary plat are necessary, the Planning Director shall have a maximum of thirty (30) working days to review each subsequent submitted revision.
3. Preliminary plats must also be approved by all applicable Mecklenburg County agencies.

6.330 Effect of Approval of Preliminary Plat.

1. A preliminary plat approved under the provisions of this ordinance and Mecklenburg County standards will be valid for a period of one (1) year from the date of approval. If no substantial and sustained work on the site in furtherance of the plat has commenced within the year period, the preliminary plat approval will become null and void and a new application will be required to develop the site.
2. Preliminary plat approval is required for the issuance of a grading permit.

6.340 Final Plat for Minor Subdivisions.

1. The final subdivision plat must be developed in accordance with the all specifications and details set forth in Section 6.600. When the final plat is submitted to the Planning Director for review, it must be accompanied by an application signed by the owner and/or his duly authorized agent for final plat approval on an application form to be supplied by the Planning Director.

2. Once the Planning Director has received the required number of copies and has determined that they are complete, Planning Staff shall have up to thirty (30) working days to review and comment on each submittal and resubmittal of the final plat.
3. If the Planning Director approves the final plat, such approval shall be shown on each copy of the plat by a signed certificate such as found in Section 6.700.
4. The subdivider shall file the approved final plat with the County Register of Deeds Office within ninety (90) days of approval; otherwise such approval shall be null and void.
5. The subdivider shall submit a copy of the recorded plat to the Town of Pineville within thirty (30) days of recording.

6.400 Procedure for Major Subdivisions.**6.410 Sketch Plan for Major Subdivisions.**

1. Prior to submission of a preliminary plat, the subdivider shall submit to the Planning Director a sketch plan of the proposed subdivision. The purpose of the sketch plan is to familiarize the Planning Director with the proposed development and to ensure that it is in compliance with all applicable regulations. The sketch plan shall all of the information in Section 6.500.
2. The Planning Director shall have thirty (30) days to review the sketch plan for general compliance with the requirements of this ordinance and the Zoning Ordinance of the Town of Pineville.
3. Review of the sketch plan does not vest the owner or developer with any developmental rights.

6.420 Preliminary Plat for Major Subdivisions

4. A preliminary plat of the proposed subdivision shall be submitted to the Planning Director and the Mecklenburg County Land Development. The preliminary subdivision plat shall be drawn to the specifications contained in Section 6.600. No processing or review of a preliminary plat will proceed without all required information.
5. The Planning Director shall have thirty (30) working date to review and comment on the initial preliminary plat. If corrections or changes to the initial preliminary plat are necessary, the Planning Director shall have a maximum of thirty (30) working days to review each subsequent submitted revision.
6. Preliminary plats must also be approved by all applicable Mecklenburg County agencies.

6.430 Effect of Approval of Preliminary Plat

3. A preliminary plat approved under the provisions of this ordinance and Mecklenburg County standards will be valid for a period of one (1) year from the date of approval. If no substantial and sustained work on the site in furtherance of the plat has commenced within the year period, the preliminary plat approval will become null and void and a new application will be required to develop the site.
4. Preliminary plat approval is required for the issuance of a grading permit.

6.440 Procedures for Final Plat Approval

1. Upon all required approvals of the preliminary subdivision plat the subdivider may proceed to comply with the additional requirements of this ordinance, and the preparation of the final subdivision plat.
2. The final subdivision plat must be developed in accordance with the specifications set forth in Section 6.600 in addition to all other adopted recording standards.
3. Once the Planning Director has received the required number of copies and has determined that they are complete, Planning Staff shall have up to thirty (30) working days to review and comment on each submittal and resubmittal of the final plat.
4. Prior to final plat approval, a development may be broken into individual phases so long each phase is properly bonded and all required information such as zoning, dimensions, easements, and flood lines are included within each phase submittal. Other detail; such as special conditional requirements, shall be referenced or shown on each final plat.
5. The Planning Director shall have thirty (30) days to review and comment for each correction or resubmittal of a final plat.
6. The subdivider shall file the approved final plat with the County Deeds Office within ninety (90) days of approval; otherwise such approval shall be null and void.
7. The subdivider shall submit a copy of the recorded plat to the Town of Pineville within thirty (30) days of recording.

6.500 Information to be Contained on Sketch Plans

1. A sketch vicinity map including north arrow showing the location of the subdivision in relation to neighboring tracts, subdivisions, roads, and waterways;
2. The boundary, size, and number of the lots to be created;
3. The tax parcel number(s) of the lot(s) to be subdivided;
4. The total acreage to be subdivided;
5. The street layout and right-of-way width;
6. The name of the proposed subdivision;
7. The existing and proposed uses of land within the subdivision;
8. The zoning classification of the property to be subdivided and of adjacent properties, if applicable;

9. Streets and lots of adjacent properties;
10. The minimum square footage and road frontage lengths for proposed lots within the subdivision;
11. The scale according to which the plat is drawn;
12. Flood plain areas, proposed tree save, and stormwater areas

6.600 Information to be Contained on Preliminary and Final Plats

1. All proposed preliminary and final plats shall include the information required in the sketch plan, all information as indicated in the following table, plus any and all information otherwise required by this Ordinance shall be included as part of any preliminary or final plat. An x indicates that the information is required.
2. The final plat shall be prepared and sealed by a registered land surveyor currently licensed and registered in the state by the North Carolina State Board of Registration for Professional Engineers and Land Surveyors. The final plat shall conform to the provisions for plats, subdivisions, and mapping requirements set forth in G.S. § 47-30 and the *Standards of Practice for Land Surveying in North Carolina*.
3. Material and drawing medium for the original shall be in accordance with the *Standards of Practice for Land Surveying in North Carolina*, where applicable, and the requirements of the County Register of Deeds Office.
4. The final plat shall be of a size suitable for recording with the County Register of Deeds Office and shall not be less than 8 1/2 x 11 inches in size. Maps larger than 24 inches by 36 inches may be placed on more than one sheet with appropriate match lines. Maps shall be to adequate scale to legibly depict all necessary information on the smallest or standard paper size commonly adopted by the County Register of Deeds Office.
5. Submission of the final plat shall be accompanied by a non-refundable filing Fee in accordance with a fee schedule adopted by the Pineville Town Council.
6. The certificates found in Section 6.700 shall be signed and placed on all copies of the final plat.

INFORMATION	PRELIMINARY PLAT	FINAL PLAT
Name of plat (preliminary or final)	X	X
Title block containing the subdivision name	X	X
Location (including address, township, county and state)	X	X
Date or dates survey was conducted and plat prepared	X	X
A Bar graph scale in feet per inch	X	X
North Arrow and orientation (North arrow shall be oriented to the top of the plat where applicable)	X	X
The name, address and phone # of the subdivider/preparer of plat	X	X
A sketch vicinity map with north arrow showing the relationship between the proposed subdivision and surrounding area at a scale of 1" = 2000'	X	X
Corporate limits, county lines, and other jurisdictional lines if any, on the tract	X	X
The names, addresses and telephone number of all owners, mortgages, registered land surveyors, developers, land planners, architects, landscape architects, and professional engineers responsible for the subdivision		X
The exact boundary lines of the tract to be subdivided, fully dimensioned by lengths and bearings, and the location of existing boundary lines of adjoining lands		X
The names of owners and tax parcel number of adjoining properties	X	X
Zoning Key showing standard zoning minimums and maximums such as lot area, height, and setbacks	X	X
Development Key showing how each new plat or phase aligns with prior plats in the development		X
The zoning classifications of the tract to be subdivided and on adjoining properties	X	X

Existing property lines on the tract to be subdivided and on adjoining properties	X	
Acreage in total tract to be subdivided	X	
Proposed lot lines, lot and block numbers, and approximate dimensions, show bearings and distances on final plat.	X	X
Total number of parcels created	X	X
The lots numbered consecutively throughout the subdivision	X	X
Existing buildings or other structures, water courses, wetlands, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining plus dimensions and distances to property lines of buildings to remain on final plat.	X	X
Marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site	X	X
Compliance with stormwater and flood regulations	X	X
The proposed method of water supply and sewer disposal	X	X
For all subdivisions where the combined number of lots for all anticipated phases exceeds 100, a traffic impact study shall be completed and improvements implemented.	X	X
Proposed roads with horizontal and vertical alignment	X	X
Existing and platted roads on adjoining properties and in the proposed subdivision	X	X
Linear feet in streets	X	X
Rights of way, location and dimensions	X	X
Pavement widths	X	X
Cul-de-sac radius from center point	X	X
Design engineering data for all corners and curves		X
Road names		X
If any road is proposed to intersect with a state maintained road, the subdivider shall apply for driveway approval as		

required by the NCDOT, and evidence that the subdivider has obtained such approval.		X
The location and dimensions of all utility and other easements	X	X
Open space both improved, unimproved, and any proposed amenities	X	X
The location and dimensions of all buffer strips	X	X
The location and dimensions of all pedestrian or bicycle paths	X	X
The location and dimensions of all school sites, both existing and proposed	X	X
The location, size, and dimension of all parks, greenways, recreation areas and other open space with specific type indicated	X	X
The future ownership (dedication or reservation for public use to governmental body, homeowners' association, or for tenants remaining in subdivider's ownership) of recreational and open space lands	X	X
The accurate locations and descriptions of all monuments, markers and control points		X
A copy of any proposed deed restrictions or similar covenants		X
Approved erosion control and storm water plan		X
A separate map drawn at the same scale as the preliminary plat showing only proposed streets and lot lines, topography with contour intervals of no greater than 10 feet	X	
Certificates as found in 6.700	X	X
Compliance with any adopted transportation plan including right-of-way reservation and construction	X	X
Compliance with any other adopted plan, overlay, specification, or requirement		X

6.700. Certificates**1. CERTIFICATES TO APPEAR ON FINAL PLATS.**

The final plat shall meet all applicable specifications and the following signed certificates shall appear on each copy of the plat.

(A) *CERTIFICATE OF OWNERSHIP & DEDICATION*

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Pineville and that I hereby adopt this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate all streets, alleys, walks, parks, and other sites, and easements to public or private use as noted.

Signature of Owner(s)

Date

(B) MECKLENBURG COUNTY

Approved in accordance with the engineering requirements of the subdivision ordinance of the Town of Pineville, Mecklenburg County, North Carolina

Mecklenburg County Staff

Date

(C) *REVIEW OFFICER*

I, _____ review officer of Mecklenburg County certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

(D) *TOWN OF PINEVILLE*

I hereby certify that the subdivision plat shown hereon has been found to comply with the subdivision regulations of the Town of Pineville, North Carolina and that this plat has been approved by the Town of Pineville for recording in the office of the Register of Deeds of Mecklenburg County. The plat shall be recorded within ninety (90) calendar days of this date.

Planning Director

Date

(E) EXEMPT

I hereby certify that the subdivision plat shown hereon has been found to be exempt from the subdivision regulations of the Town of Pineville, North Carolina and that this plat has been approved by the Town of Pineville for recording in the office of the Register of Deeds of Mecklenburg County. The plat shall be recorded within ninety (90) calendar days of this date.

Planning Director

Date

(F) SURVEYORS SEAL

Certificate of survey and accuracy. In accordance with the Standards of Practice for Land Surveying in North Carolina, each copy of each map prepared for recordation shall have a registered surveyors seal and signature.

6.800 Reserved.**6.900 Planned Conditional Developments**

Conditional developments shall be self-imposed by the applicant and must be mutually agreed upon by the applicant and Pineville Town Council.

- 6.901** Conservation subdivisions with increased density linked to preserved and/or improved natural areas, conditional rezoning, commercial subdivisions over 100,000 square feet, and subdivisions over 100 housing units shall be conditionally approved.
- 6.902** All conditional plans shall be heard by the Pineville Town Council at a public hearing following legislative procedure unless otherwise required in state regulation.
- 6.903** A sketch plan meeting(s) will be arranged by the developer with the Planning Director prior to the submission before any board. This meeting shall include any and all sketch or preliminary plans listed in this ordinance.
- 6.904** Compliance with adopted plans and requirements. Including the Pineville Subdivision Ordinance, Pineville Zoning Ordinance, Pineville Overlay Districts, land development standards, minimum street dimensions, and adopted transportation plans.
- 6.905** The Planning Director shall have thirty (30) days to review, advertise, and prepare a report before any scheduled public hearing.
- 6.906** The Pineville Town Council may modify the of requirements mentioned in Town ordinances in light of increased development quality, preservation of open space beyond what is otherwise required, or other similar beneficial consideration so long as the health, safety, and well-being of the public is maintained.

7.000. SUBDIVISION DEVELOPMENT REQUIREMENTS

7.100 **Design Standards for Streets**

The following sections contain specifications for streets which must be followed in the subdivision process. Detailed construction standards and specifications are contained in the most recently adopted version of the Charlotte-Mecklenburg Land Development Standards Manual.

7.110 Right-of-way. A proposed street right-of-way must be of sufficient width to accommodate the adopted cross section. However, in no case will the dedicated and reserved right-of-way be proposed to be less than the standards below unless the Town engineer certifies that special circumstances exist which make the dedication or reservation of the full right-of-way unnecessary or impractical.

MINIMUM R.O.W. STREET TYPE*	FEET
Freeway or Expressway (Class I)	350
Limited Access Arterial (Class H)	200
Commercial Arterial (Class IH-C)	150
Major Arterial (Class HI)	100
Minor Arterial (Class IV)	70
Collector (Class V)	60
Local (Class VI)	50
Local Limited (Class VI-L)	40

**unless otherwise adopted by the Town of Pineville or Mecklenburg County*

The Planning Director, after consulting applicable plans and programs, and after consulting with appropriate town, county, state and/or federal officials will be responsible for the determination of the classifications of streets or segments of streets. These standards represent the normally required rights-of-way. Additional right-of-way may be necessary in the area of interchanges, intersections, cut/fill areas, or areas where horizontal or vertical alignments must be improved and will be determined on a case by case basis. When a subdivider elects to establish a roadway divided with a center strip or median, the right-of-way width must be at least the proposed width of the center strip or median plus 62 feet.

7.120 Arterial street right-of-way. Whenever a tract of land to be subdivided includes any part of an existing or proposed arterial street shown on the Thoroughfare Plan approved by the Pineville Town Council, Board of County Commissioners, or NCDOT and whenever such a right-of-way has been further defined by acceptable locational procedures sufficient to identify properties to be affected, a right-of-way for the arterial street must be platted in the location and to the width specified in the plan. The subdivider is responsible for the dedication of the right-of-way up to 100 feet (50 feet on either side of the centerline) or the reservation of the right-of-way in accordance with the provisions of Section 8.110. The remainder of the minimum required right-of-way over 100 feet must be reserved for future right-of-way use and must be shown as such on the final plat.

All measurements involving minimum lot standards under this ordinance and under the Zoning Ordinance will be made at the edge of the full right-of-way. All of the area of the dedicated right-of-way for any public street except Collector (Class V) or Local (Class VI) streets may be

used in the computation of development rights, if allowed in the Zoning Ordinance. However, this area may not be used for computation of lot area, open space, required parking, storm water detention, or to fulfill any other mandatory requirements.

7.130 *Freeways.* Whenever a tract of land to be subdivided includes any part of the proposed right-of-way of a freeway, as shown on a thoroughfare plan approved by the Pineville Town Council or Charlotte Regional Transportation Planning Organization (CRTPO), or North Carolina Department of Transportation (NCDOT) and whenever such a right-of-way has been further defined by acceptable locational procedures sufficient to identify properties to be affected, the right-of-way for the freeway must be reserved and remain undeveloped, pending future acquisition by the state or other governmental unit. The subdivider must reserve the proposed right-of-way in accordance with the requirements in Section 7.120.

7.140 *Street off-sets.* Where there is an off-set in the alignment of a street across an intersection the offset of the center lines may not be less than 125 feet.

7.150 *Block lengths.* Block lengths may not be more than 1,000 feet, except as conditionally approved.

7.160 *Cul-de-sac.* Cul-de-sac (streets designed to be permanently closed at one end), may not be longer than 1,000 feet and must be terminated by a circular right-of-way not less than 80 feet in diameter with a minimum vehicle turnaround built in a manner as to provide an adequate turning radius for emergency and service or trash vehicles (minimum pavement radius of 45') or other alternate turnaround designs as accepted by the county engineer and Planning Director.

7.170 *When narrow streets permitted (Class VI-L).* Development utilizing an existing or proposed narrow local street of forty feet or less shall require conditional approval from the Pineville Town Council. New local limited roads shall not have direct connections to road rights of way widths at or greater than seventy feet.

7.180. *Collector street designation.* The designation of a collector street, or the determination of the need for a collector street will be based on the criteria below. If the street in question meets at least two of the criteria, then the street will be designated as a collector street and must be built to the appropriate collector street standard.

1. The street intersects directly with an arterial street and provides access to an area with an overall density of more than 1.0 dwelling unit per acre, or provides access to more than 125 dwelling units.
2. The street by its general configuration, in relationship to the existing development of the area, in effect serves a collector function.
3. The street extends into an undeveloped area in such a manner as to serve a future collector function.
4. The street serves as a primary access to a significant nonresidential, institutional, or recreational land use, as well as an access to a residential area.

7.200. Design Standards for Lots

1. **Frontage on Street.** Each lot must have frontage on a public maintained street except where specifically permitted otherwise in this ordinance below. Apartment complexes or condominium developments with internal private access drives shall meet this requirement so long as all minimum pedestrian and vehicular standards are met and each parcel has direct access to a public street.
2. **Private Streets.** Lots created and accessed by a private street shall be conditionally approved only. Private streets and alleys shall meet the same minimums standards as public streets and alleys.
3. **Side Lines.** Side lot lines shall, as nearly as practicable, be at right angles or radial to street lines. Where side lot lines intersect at the rear of the lot, the angle of intersection shall not be less than 60 degrees.
4. **Minimum Sizes.** Lots may not be less in width (measured at right of way) or area than required by the zoning ordinance for the district in which the proposed development is located.
5. **Building Lines.** Building minimum, maximum, build-to, setback, or similar placement lines shall be established on all lots in subdivisions.
6. **Adequate Street Right of Way.** Each lot or development shall meet or provide the minimum street right of way according to the minimum adjacent street designation.
7. **Driveway Connections.** Prior to the construction of any driveway or other connection within the right-of-way of a public street, a permit must be secured in accordance with the North Carolina Department of Transportation and/or the Town of Pineville.
8. **Lots Subject to Flooding.** See also Pineville stormwater regulation. The Land Use and Environmental Services Agency (LUESA) Staff shall determine which lots are subject to significant flooding, which will include those lots along any significant water course, whether or not the stream is enclosed with pipes or culverts, and may also include areas where it can reasonably be expected that significant overland flow of storm water or flooding will occur. If any part of a proposed lot is subject to flooding, subdivider shall make a determination of the crest elevation of the 1% annual chance flood level (the “100-year flood”) in accordance with generally accepted engineering practice, which is to be submitted with the seal and signature of a professional engineer to LUESA. This determination must reflect the actual conditions imposed by the completed subdivision, and must give due consideration to the effects of urbanization and obstructions. No proposed building lot that is wholly or partly subject to flooding shall be approved unless there is established on the final plat a line representing an actual contour as determined by field survey, at an elevation one foot above the 100-year flood crest. Such line shall be known and identified on the final plat as the “Storm Water Elevation Line.” (SWEL) In addition, a “Storm Water Protection Elevation” for each lot subject to flooding shall be noted on the lot plan as determined by LUESA staff based on the “Storm Water Elevation

Line," (SWEL) or for lots upstream of street crossings, the low elevation of the street plus one foot, whichever is greater. All habitable buildings or structures shall be located outside the Storm Water Elevation Line or the lowest usable and functional part of the structure shall not be below the Storm Water Protection Elevation. "Usable and functional part of the structure" shall be defined as being inclusive of living areas, basements, sunken dens, basement utility rooms, crawlspaces, attached carports, and mechanical appurtenances such as furnaces, air conditioners, water pumps, electrical conduits and wiring, but shall not include water lines or sanitary sewer traps, piping and clean-outs; provided, openings serving the structure are above the Storm Water Protection Elevation. Where only a portion of a proposed lot is subject to flooding as defined herein, such lot may be approved only if there will be available for building a usable lot area of not less than 1200 square feet. The usable lot area shall be determined by deducting from the total lot area the area of all yards and setbacks required by the applicable zoning district regulations and any remaining area of the lot lying below the Storm Water Elevation Line. During the construction of a subdivision, the developer shall maintain the streambed of each stream, creek or backwash channel contiguous to the subdivision in an unobstructed state and shall remove the channel and banks of the stream all debris, logs, timber, junk and other accumulations of a nature that would, in time of flood, clog or dam the passage of waters in their downstream course. Installation of appropriately sized storm water drains, culverts bridges or erosion control devices will not be construed as obstructions in the stream. In areas of the County that are covered by the provisions of the Mecklenburg County Floodplain Regulations (Floodplain Regulations), the Floodplain Regulations will supersede the provisions of this ordinance regarding land within the Community and FEMA Special Flood Hazard Areas.

8.000. REQUIRED IMPROVEMENTS

8.100. Standards and Specifications

1. Unless specifically noted, before any final plat of a subdivision is eligible for final approval, all improvements (including but not limited to, water, sewer, streets, sidewalks, storm drainage, soil erosion, street trees, supplemental buffer plantings, street markers, street lights, and barricades) as shown on an approved plan ("minimum improvements") must be satisfactorily completed by the developer, inspected and approved by the Mecklenburg County Land Use and Environmental Services Department ("LUESA") and the Town of Pineville in accordance with the standards and specifications of the Town of Pineville Land Development Standards Manual ("standards" or "manual"). Alternatively, minimum improvements may be bonded in accordance with the provisions of subsection 8.400 and the requirements of the County.
2. The intent of the specifications set out in this Ordinance is to prescribe minimum requirements for storm drainage, street, and other improvements to be undertaken by the developer. Satisfactory completion of these minimum improvements, attested by approval of LUESA and the Town of Pineville, will qualify streets in the Town of Pineville to be accepted for maintenance by the Town of Pineville and streets in the County to be considered for maintenance by the State of North Carolina ("State").

8.110. Improvement Responsibility.

In order to facilitate the provision of street rights-of-way and necessary improvements, the following sections establish responsibilities for the installation of streets and related improvements for each class of street.

Class I - (Freeway-Expressway):

Right-of-way: entire width reserved for future acquisition.

Class II - (Limited Access Arterial):

Right-of-way - entire width reserved for future acquisition.

Improvements - installed by the public.

Class III-C (Commercial Arterial)

Right-of-way: 100 feet dedicated and the remainder reserved for future acquisition. (50 feet each side of the centerline). Any development along a Class III-C street which requires specific improvements of the street to meet traffic demands of the particular development must dedicate the right-of-way necessary to accommodate those improvements.

Improvements - installed by the public in accordance with a schedule of public street improvements, except where specific improvements are required to meet the traffic demands of the particular development in which case the developer must install the necessary improvements at the time of development. If, however, a public improvement project for the street is programmed and funded, the developer may be relieved of the actual construction, but remains liable for the costs of the improvements for which he or she would otherwise be liable. The developer has the option, after consultation with LUESA and the Planning Director to construct all or a portion of the street if the developer wants to make use of the street for access to the development. Development along new Class III-C or extensions of Class III-C streets must utilize reverse frontage with the only access points being public streets or specifically approved street type entrances.

Class III (Major Arterial)

Right-of-way - developer is responsible for the dedication of up to 100 feet (50 feet each side of the centerline). Any development along a Class III street which requires specific improvements to the street to meet traffic demands of the particular development must dedicate the right-of-way necessary to accommodate those improvements.

Improvements - installed by the public in accordance with a schedule of public street improvements, except on existing streets where specific improvements are required to meet the traffic demands of the particular development in which case the developer must install the necessary improvements at the time of development. If, however, a public improvement project for the street is programmed and funded, the developer may be relieved of the actual construction, but the developer remains liable for the costs of the improvements for which he or

she would otherwise be liable. The developer has the option, after consultation with LUESA and the Planning Director to construct all or a portion of the street if the developer wants to make use of the street for access to the development. Development along new Class III in streets or extensions of Class III streets must utilize reverse frontage with the only access points being public streets or specifically approved street type entrances.

Class IV (Minor Arterial)

Right-of-way - Developer is responsible for the dedication of up to 70 feet (35 feet each side of the centerline). Additional right-of-way which may be required for improvements to meet specific traffic demands of the development must be dedicated by the developer.

Improvements - installed by the public in accordance with a schedule of public street improvements, except on existing streets where specific improvements are required to meet the traffic demands of the particular development in which case the developer must install the necessary improvements at the time of development. If, however, a public improvement project for the street is programmed and funded, the developer may be relieved of the actual construction, but the developer remains liable for the costs of the improvements for which he or she would otherwise be liable. The developer has the option, after consultation with the County Engineer and the Planning Director to construct all or a portion of the street if the developer wants to make use of the street for access to the development. Development along new Class IV streets or extensions of Class IV streets must utilize reverse frontage with the only access points being public streets or specifically approved street type entrances.

Class V (Collector):

Right-of-way - dedicated by the developer.

Improvements - constructed by the developer.

Class VI (Local):

Right-of-way - dedicated by the developer.

Improvements - constructed by the developer.

Class VI-L (Local Limited):

Right-of-way - dedicated by the developer.

Improvements - constructed by the developer.

8.120. Drainage

See Pineville Zoning Ordinance and Pineville Stormwater Ordinance.

8.130. Curb and Gutter

1. Curbs and gutters must be constructed on all streets and within all developments as specified or specifically exempted by adopted road type and design within the Pineville

Land Development Standards Manual. Specification of type of curbing and other detail shall be in conformance with adopted street type for any given street or land development per Pineville Land Development Standards Manual

8.140. Sidewalks

Requirement. Sidewalks are required on both sides of all new or existing streets, except alleyways. Sidewalks shall be a minimum of 5 feet in width or wider where adopted. Installation of sidewalks is the responsibility of the developer.

Location. LUESA and the Town of Pineville must approve sidewalk construction plans and location during plan review. Sidewalks shall be constructed in conformance with manual specifications. If existing public street right-of-way is not available, developer will be required to construct the sidewalk outside the street right-of-way within a permanent public easement. Sidewalks may be located on private property, whereby that is the only remaining option, where an easement for access, utilities and other required functions acceptable to the County and the Town of Pineville is proposed and accepted. Alternatively, additional right of way as necessary to accommodate the sidewalk may also be dedicated in fee simple at the option of developer. While in most instances a sidewalk will be placed parallel to and offset from the curb line, developers are encouraged and expected to meander sidewalks to preserve existing trees of significance. Adjustments may be made to accommodate such circumstances.

8.150. Street Markers and Barricades

1. Standard street markers must be installed at one corner of all street intersections including private streets before any certificates of occupancy may be issued for buildings or residences along those streets. The design, material, location and installation of the signs must be in accordance with standards specified by the Land Development Standards Manual.
2. Barricades must be installed at the end of all dead-end streets except cul-de-sac streets which have been improved with a permanent turnaround as required by this ordinance. Design, material and installation of the barricades must be in accordance with the Land Development Standards Manual.

8.200. No Service Unless Street Accepted, or Tentatively Approved

No department, officer, or employee of the Town of Pineville or the County will accept for maintenance, lay out, open, improve, grade, pave or light any streets or authorize the laying of water mains, sewers, connections or other facilities or utilities in any street within the Town of Pineville, its ETJ or the County unless:

1. Such street has been accepted or opened as, or has otherwise received the legal status of a public street prior to the effective date of this Ordinance.
2. Or, such street has been accepted as a public street by a vote of a majority of all the members of the Pineville Town Council or by the State.

3. Or, such street is a private street built in conformance with the provisions of all applicable ordinances.

The North Carolina Department of Transportation may accept subdivision streets for State maintenance purposes which meet all the requirements of this Ordinance and which meet the uniform statewide standards adopted by the North Carolina Department of Transportation.

8.210. Subdivisions or Plats Adjacent to Existing Streets.

1. In subdivisions adjoining already established streets, or in plats for new lots fronting on already dedicated or established streets, the requirements of Section 8.000 apply with the exception that those requirements that would necessitate the general removal and reconstruction of established permanent pavements will only be applicable to the side(s) of the street on which development is occurring.

8.300. Other Public Facilities

(RESERVED)

8.400. Bond Requirements

1. All minimum improvements required by Section 8.000 shall be completed prior to the submission of the final subdivision plat for approval. Where the improvements required by Section 8.00 have not been completed, the Town of Pineville, in its discretion, may enter into a written agreement with the developer or its authorized designee wherein the developer shall agree to complete all required minimum improvements. Once this agreement is executed by both parties and the financial security required herein is provided, the final plat, provided it meets all other applicable ordinance requirements, may be approved by the Planning Director.
2. Performance Guarantee. Upon execution of the aforementioned agreement for satisfactory completion of the minimum improvements, plat approval will be subject to the filing of a surety bond, an irrevocable letter of credit, or other form of equivalent security (the method of surety shall be determined by the developer) with LUESA, in an amount to be determined by the LUESA in consultation with other affected agencies and the Town of Pineville, said security guaranteeing the satisfactory installation of the required minimum improvements, allowing credit for improvements completed prior to the submission of the final plat.
3. Credit for Completed Improvements. Developer requesting credit for any completed improvements for surety purposes shall do so by written notice to LUESA and the Town of Pineville and shall allow for inspections and provide inspection results at its sole cost and expense as required by LUESA or the Town of Pineville to demonstrate that the completed improvements have been completed in accordance with the standards required for acceptance and maintenance by the Town of Pineville or State as applicable. Notwithstanding anything herein to the contrary, for purposes of calculating performance guarantee amounts, no street infrastructure shall be deemed complete until the final 1"

overlay of asphalt has been installed over the entire subdivision road network.

4. Upon completion of all required minimum improvements (with the exception of the final 1" overlay of asphalt on the streets), developer shall submit written notice of satisfaction and "as built" drawings of completed required minimum improvements to LUESA and the Town of Pineville. LUESA and the Town of Pineville will arrange for an inspection of the required minimum improvements and may require such further inspections at the developer's sole cost and expense to demonstrate that all minimum improvements, including those improvements previously completed, are satisfactory for acceptance and maintenance by the Town of Pineville or State. Should all minimum improvements be found satisfactory, LUESA, with approval from the Town of Pineville, shall authorize in writing the release or reduction of the performance guarantee given, subject to the guarantee requirements below.
5. Guarantees of certain improvements to protect the public interest.

In the event that all required minimum improvements have been inspected and found satisfactory but the subdivision has not achieved 100% build out, the performance guarantee shall be reduced to 125% of the cost of constructing the final 1 inch overlay of asphalt plus estimated costs to inspect storm drainage improvements prior to acceptance for maintenance by the Town of Pineville or the State.

Developer shall also provide a maintenance guarantee in the amount of 80 % of the cost of all required minimum improvements for a minimum period of two (2) year, said guarantees to be renewed at two year intervals until full build out has occurred. Any maintenance guarantee shall be in a form satisfactory to LUESA and the Town of Pineville.

8. Before the applicable minimum improvements will be accepted for maintenance by the Town of Pineville, the following conditions must be met:
9. Upon written notice of 100% subdivision plat build out by the developer, LUESA will arrange for an inspection of the required minimum improvements and may require such further inspections at the developer's sole costs and expense to demonstrate that all improvements, including those improvements previously completed, are satisfactory for acceptance and maintenance by the Town of Pineville or State. Should all required minimum improvements be found satisfactory, developer shall install the final 1 inch overlay of asphalt and LUESA, with approval from the Town of Pineville, shall authorize in writing the release or reduction of the remaining performance guarantee and the 80% maintenance guarantee upon receipt of a maintenance guarantee in the amount of 25% of the cost of all required minimum improvements plus estimated costs to inspect storm drainage improvements for a period of one (1) year. All guarantees shall be in a form satisfactory to LUESA and the Town of Pineville.
10. If the required minimum improvements do not meet the applicable standards, the developer must perform repairs which bring them up to required standards prior to reduction of the maintenance guarantee.

11. After the one-year waiting period has expired, and upon written notice by the developer to LUESA, the Public Works Director for the Town of Pineville and a Mecklenburg County inspector will inspect the required minimum improvements. If standards are met, the Town of Pineville or the State (as applicable) will accept the required minimum improvements for maintenance purposes. If sub-standard conditions exist, repairs must be performed.
12. The intent of these provisions is for the developer to provide such guarantee or guarantees that, in the event of default, will pay for the installation, inspection and repair/maintenance of the required minimum improvements to the standards required by the Town of Pineville and the State for acceptance for maintenance. After final acceptance of the aforementioned improvements, the Town of Pineville shall authorize LUESA to release securities given.

8.500. Inspection

1. LUESA and the Town of Pineville must be notified two days in advance of the work to be started so that an authorized representative of LUESA or other responsible agency may be assigned to make any and all necessary inspections of the work performed.
2. The inspector must be allowed access to all parts of the work, and must be furnished with every reasonable facility to ascertain whether or not the work as performed is in accordance with the specifications.
3. No material may be placed nor any work performed except in the presence of the inspector without special permission of the appropriate agency. Such inspection, however, does not relieve the contractor from any obligation to perform all of the work strictly in accordance with the specifications.
4. In case of any disputes arising as to the material furnished or the manner of performing the work, the inspector will have authority to reject materials or suspend work until the question or issue can be referred to and decided by the appropriate agency. The contractor must remove any work or material condemned as unsatisfactory by the inspector and must rebuild and replace the work or material to the standard required by the specifications, all at his or her own expense.
5. Town of Pineville is requiring videoing of the storm drainage system,
 - a. The storm drainage system owner (developer, builder, property owner, etc.) will provide at their cost the following prior to final inspection and City/County acceptance:
 - i. Plat, map or drawing identifying each pipe segment being presented for acceptance with all inlet nodes labeled and corresponding to the accompanying video such that it is clear as to the pipe/culvert being accepted. For example, start of video is at inlet CB1 to JB2 as shown on accompany drawing. (video map segments should match the approved drawings.)

- ii. A CCTV video performed by a NASSCO-PACP certified contractor for each pipe/culvert segment being considered for acceptance.
- iii. A digital copy of the report for each pipe/culvert segment that certifies the condition of pipe as installed is in compliance with the most recent version of NASSCO-PACP methodology and standards. All defects are to be coded and reported per NASSCO-PACP certification guidelines to the Town of Pineville /County for review. Any repair or treatment to defects (prior to submittal of video or as observed by the Town of Pineville/County agency) will be corrected in compliance with Town of Pineville/County approved methods. Example, by following the American Concrete Pipe Association acceptable methods and applicable material treatments associated with concrete pipe deficiency (broken concrete pipe will be repaired structurally by a concrete collar to cover the failed area.)
- iv. Deficiencies found/observed by the Town of Pineville/County staff may require an additional CCTV video to document they have been corrected appropriately and repair or treatment followed the Town of Pineville/County approved methods.
- v. The Town of Pineville/County reserves the right to randomly or at its discretion monitor, evaluate, and review videos and reports submitted by the owner or certified consultants as a quality assurance/quality control (QA/QC) practice. Any discrepancies between the report and the Town of Pineville//County's review may constitute non-acceptance of the approval.
- vi. The name of the contractor who installed the drainage system, and their contact information.

9.000. ENFORCEMENT

- 1. After the effective date of this ordinance, any plat or deed of a subdivision filed or recorded in the office of the Register of Deeds of Mecklenburg County shall meet the requirements of this ordinance.
- 2. Any person who, being the owner or the agent of the owner of any land located within the area of jurisdiction of this Ordinance, subdivides land in violation of this Ordinance or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under this Ordinance and recorded in the Office of the Register of Deeds of Mecklenburg County shall be punishable by a fine of \$500.00 per day per violation until rectified. The Town of Pineville and/or Mecklenburg through their attorneys may enjoin such transfer or sale by action for injunction. All administrative actions relating to such land, including the issuance of any grading, construction, building, or occupancy permit will be suspended. This Ordinance will not affect the sale or transfer of any land, a plat of which was recorded prior to the effective date of this Ordinance.

3. In order to properly enforce the provisions of the subdivision regulations as stated in this Ordinance prior to the beginning of any construction, reconstruction, use, or alteration of any land, building, or structure, the appropriate permits must be obtained from all applicable agencies and departments. No permit will be issued unless there has been a determination made that the proposed use, building, or structure complies with the requirements of this Ordinance.

10.0. APPLICATION AND PROCESSING FEES

All fees shall be in accordance with a fee schedule adopted by the Pineville Town Council, and shall be collected at the time of application.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Nazarene Church Conditional plan			
Staff Contact/Presenter:	Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Walkability and connectivity
Background:	Update to previous presentation relating to new sidewalk width.			
Discussion:	4' sidewalks along Park Cedar due to limited right of way and parking lot and 6' wide along Pineville-Matthews to be consistent with NCDOT plans.			
Fiscal impact:				
Attachments:	See staff report			
Recommended Motion to be made by Council:	Approve depending on hearing and public comment.			

Public Hearing



To: Town Council

From: Travis Morgan

Date: 8/21/2025

Re: Pineville Church of the Nazarene Conditional Plan (*Public Hearing/Action Item*)

REQUEST:

Aaron Horton on behalf of Pineville Church of the Nazarene as Pastor requests your consideration for a conditional zoning plan to adjust sidewalk width.

SUMMARY:

A follow up from the previous church parking count text amendment and site-specific proposal as shown from prior concept plan to revise sidewalk widths with consideration of site conditions and NCDOT roadway project.

STAFF COMMENT:

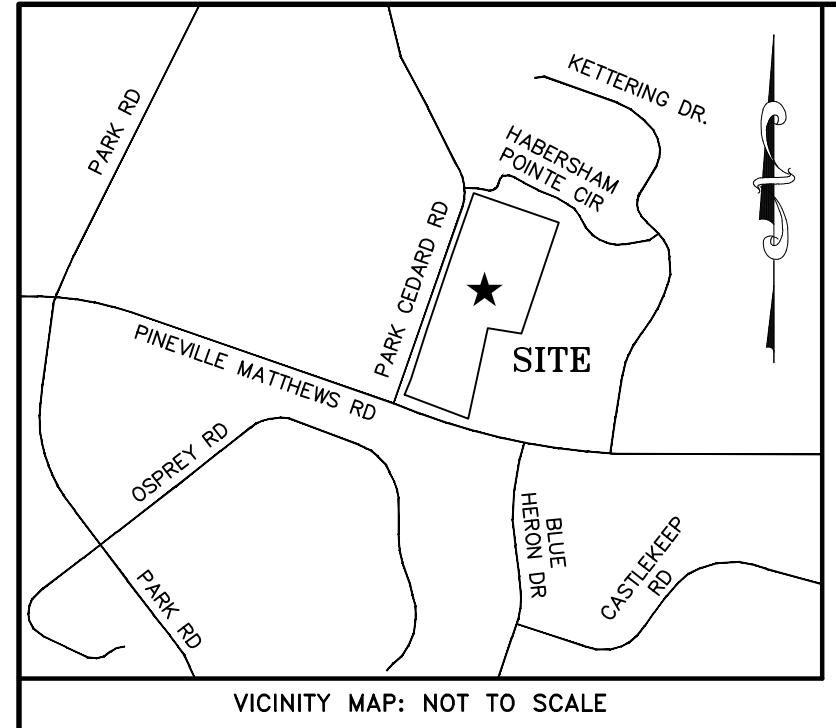
Proposal still provides pedestrian walkability and the six-foot-wide sidewalk along Highway 51 is consistent with the sidewalk widths in the immediate area and with the sidewalks NCDOT is planning to add as part of the Highway 51 improvement project.

ACTION:

This is a public hearing to consider the proposal and hear public comment. After the close of public hearing, you may vote on the proposal. Vote can be to approve, deny, or modify the request as mutually agreeable with the applicant. Any vote on the should take into consideration consistency with adopted plans.

PINEVILLE CHURCH OF THE NAZARENE

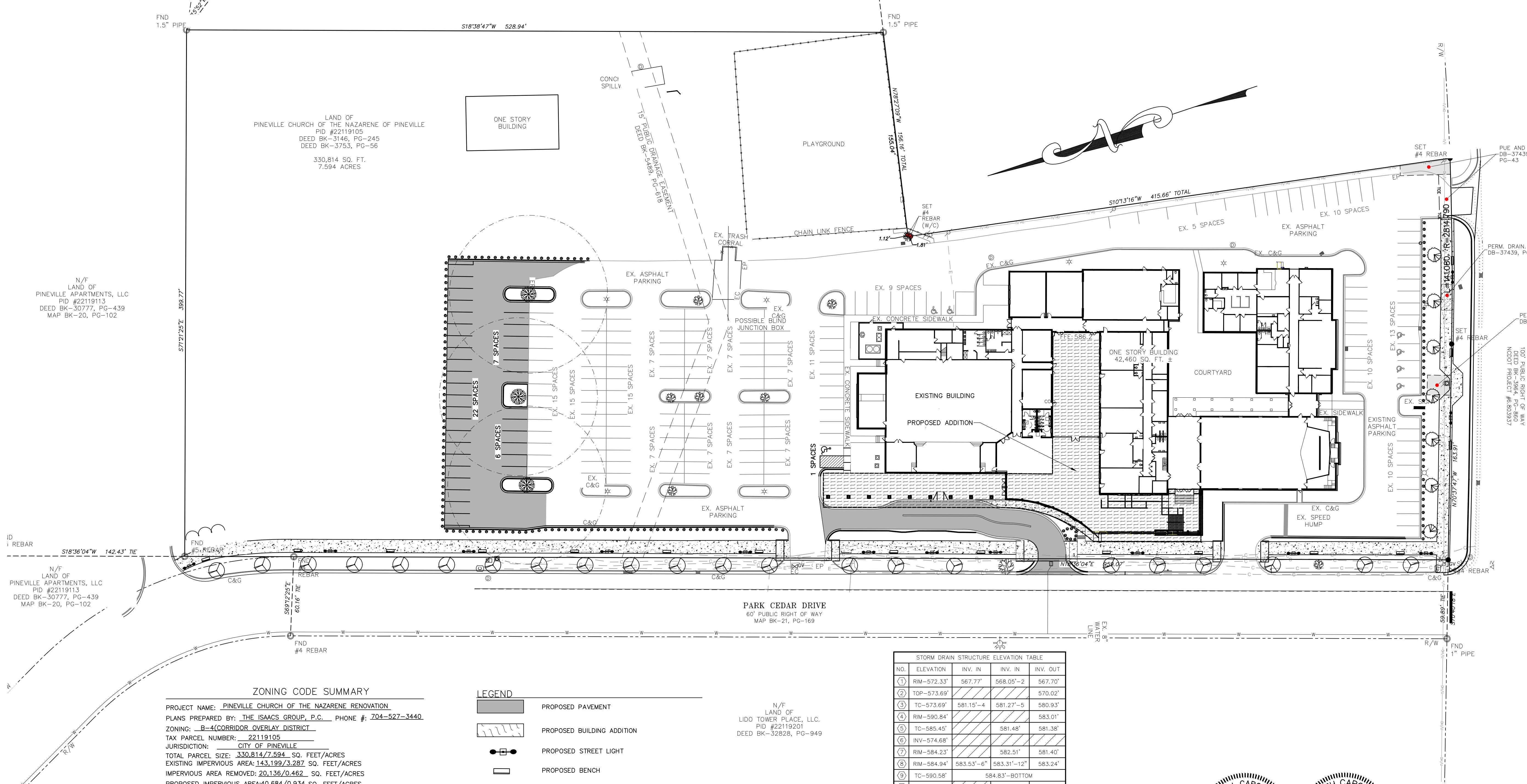
8614 PINEVILLE-MATTHEWS RD., CHARLOTTE, NC



FLOOD CERTIFICATION:
BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED IN ZONE "X" OF THE 100-YEAR FLOOD RATE MAP. COMMUNITY PANEL NO. 22119116-0-K, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 19, 2024, AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

N/F
LAND OF
C. SIDF, I.I.C.
PID #22119116
DEED BK-9599, PG-297

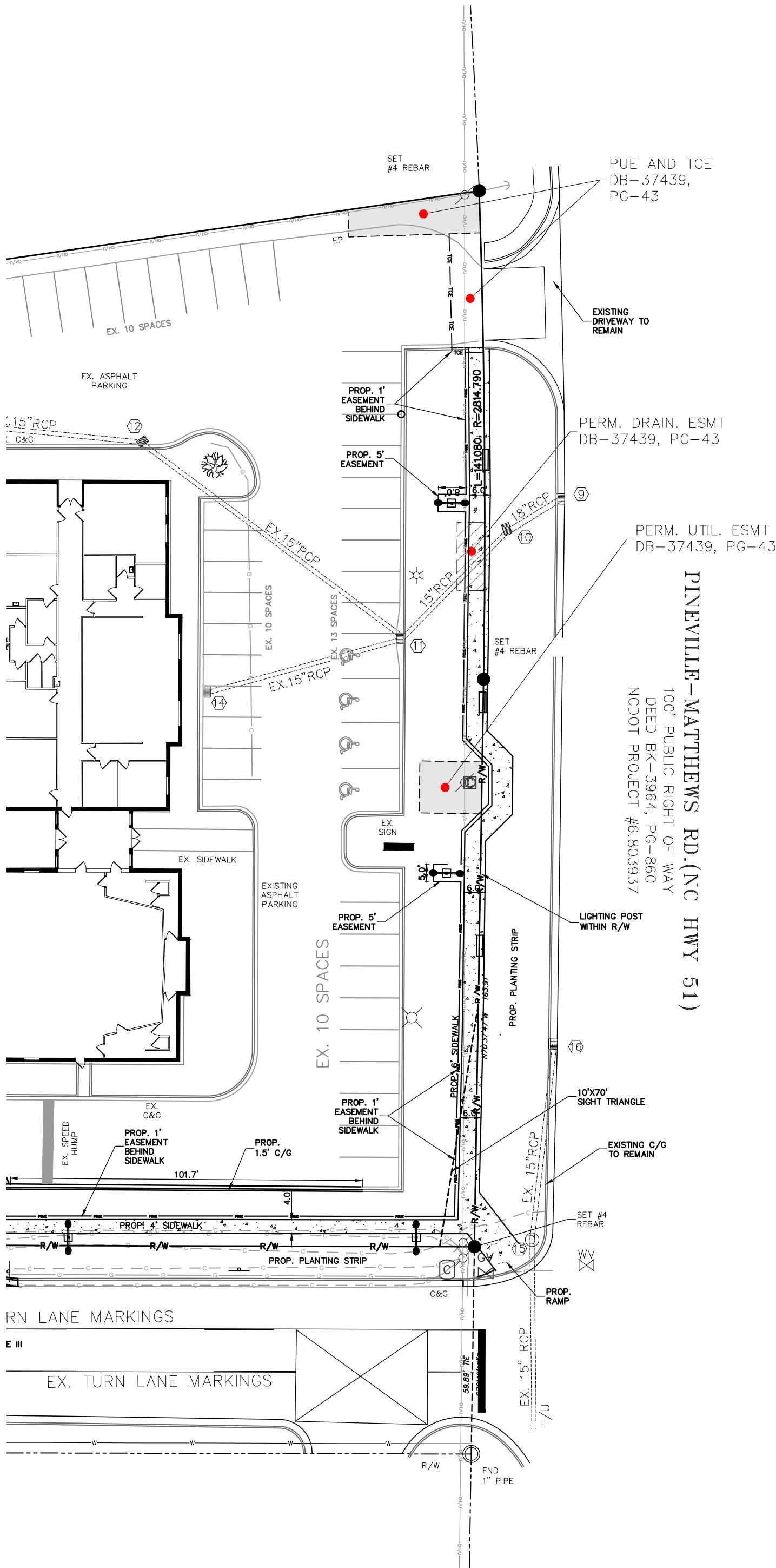
VICINITY MAP: NOT TO SCALE



PRELIMINARY
FOR REVIEW PURPOSES ONLY

Project: PINEVILLE CHURCH OF THE NAZARENE RENOVATION
8614 PINEVILLE-MATTHEWS RD. CHARLOTTE, NC 28226
Title: ZONING PLAN

File #23169-PB.DWG	Date: 06/20/24	Project Egr: BTU
Design By: BTU	Drawn By: CBB/MOP	Scale: 1"=40'
THE ISAACS GROUP		
CIVIL ENGINEERING DESIGN AND SURVEYING		
8720 RED OAK BOULEVARD, SUITE 420 CHARLOTTE, N.C. 28217		
PHONE (704) 527-3440 FAX (704) 527-8335		





TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Middle James Brewery site plan allowance			
Staff Contact/Presenter:	Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Economic development retention of business
Background:	Property had prior conditional site plan approval from 1998.			
Discussion:	Allow year-round tents for outdoor space on this property as part of site plan specific provisions.			
Fiscal impact:				
Attachments:	See staff report			
Recommended Motion to be made by Council:	Approve depending on information gained at the public hearing.			

Public Hearing



To: Town Council

From: Travis Morgan

Date: 8/21/2025

Re: **Middle James Brewery Site Plan Amendment (Public Hearing/Action Item)**

REQUEST:

Michael Smoak of Middle James Brewery requests you consideration to allow year-round tents at their location at 400 North Polk Street. Applicant agrees with prior request to have no smoking in tents.

SUMMARY:

400 North Polk has a prior conditional site plan from 1998. The brewery would like to have year-round tents for their outdoor area beyond the 56 temporary event days limited by the Zoning Ordinance. Council can consider allowing the tents as part of a site plan specific entitlement. The applicant seeks 4 tents at 800 square feet. The Zoning Ordinance currently allows up to twice the exterior event space as the interior space.

DETAIL:

Applicant:

“We have found that during the Inclement time of year we have a significant drop in revenue due to the fact that our outdoor seating doubles the available seats for our taproom. This will allow us to utilize that space to keep our revenue up. We will only be using the tents for Middle James Patrons and Middle James catered events from our kitchen. We will not allow gun shows, rummage sales, housing, etc.

Flame Retardant Standard CPAI-84 and NFPA 701.

40'x20' Heavy Duty Fire Retardant PVC Wedding Party Tent

The spacious canopy covers 800 square feet, ideal for both domestic and commercial use.

Specifications:

Size: 40'L x 20'W x 6.6'H (side); 9.2'H (peak)

Fabric: 480g/m² PVC (top), 400g/m² PVC (sidewalls)

Poles: Diameter: 1.5"; Thickness: 1.0mm

Connectors: Diameter: 1.65" (42mm); Thickness: 1.2mm

Doors: 15'W x 6.6'H

Color: White

Weight: 610 lbs (packaged in 7 boxes)

Heavy duty galvanized steel frame, rust and corrosion resistant

Roof bar support and roof tension wires

Stabilizing ground poles

Heavy duty corner stakes

Heavy duty PVC top cover, waterproof

Removable arched clear windows

Roll-up zipper doors in end panels

STAFF COMMENT:

Middle James is the only microbrewery in town and breweries are a specialized use with often positive public opinion, economic and social impact. Out door space is currently permitted to be up to twice the indoor floor area. The request is related to the tents which are considered more of a temporary use but the applicants would like them longer than 56 day so as to avoid the expense of more permanent rigid structures to see how much covered outdoor space will be utilized. The site-specific request would limit it to this property as shown and would not remove any existing parking area. Staff recommends the proposal with flexibility in tent size in harmony with permitted maximum outdoor area and no smoking in tents request. Due to the unique nature of the microbrewery in town and the site-specific plan and prior conditional approval with outdoor areas; the tents are items that can be considered as consistent with prior adopted plans.

ACTION:

This is a public hearing to consider the proposal and hear public comment. After the close of public hearing, you may vote on the proposal. Vote can be to approve, deny or modify the request as mutually agreeable with the applicant. Any vote on the should take in to consideration consistency with adopted plans.



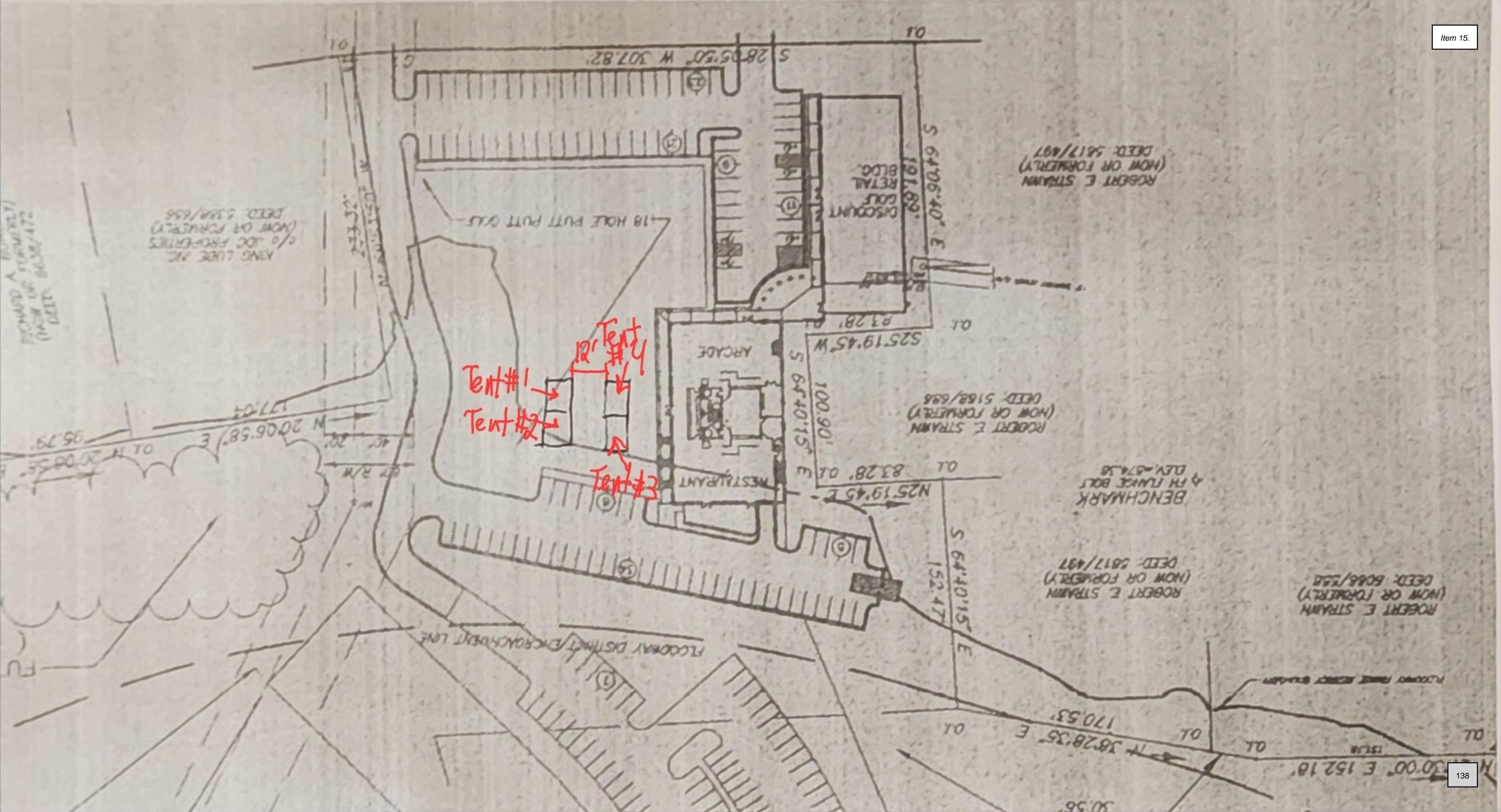
Item 15.

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Item 15.

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TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Carolina Logistics Drive road acceptance			
Staff Contact/Presenter:	Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
X				
Background:	Completion of the roadway planned to be public town road.			
Discussion:	Town public road acceptance discussion. Inspected and approved by County and Public Works			
Fiscal impact:	Additional Powell Bill funds but also Town maintenance responsibility			
Attachments:	See staff report			
Recommended Motion to be made by Council:	Disapprove unless work has been shown to be complete and approved by Public Works at the time of the hearing.			

Public Hearing



To: Town Council
From: Travis Morgan
Date: 8/21/2025
Re: **Carolina Logistics Park** (*Public Hearing/Action Item*)

Background:

Carolina Logistics Park original approval from July of 2020 and updated June of 2023 included a new planned public road “Carolina Logistics Drive” in between the existing Nations Ford and Downs Road.

Request:

John Core of Beacon Partners requests Town Council approval is needed to formally accept the constructed Carolina Logistics Drive as a public town roadway and release on the construction bond in favor of the 1 year maintenance bond. Carolina Logistics Drive was is part of the adjacent Beacon Partners development and construction of the project has been completed.

Roadways:	Bonds:
Carolina Logistics Drive – 3,650 linear feet (to be public road)	\$2,727,300

Staff Comment:

As of the writing of this report, the parking signs as asphalt repair had not been completed. Unless the works is completed by the hearing and approved by Public Works it is not recommended for approval/acceptance. If Public Works approves the work, then it can be recommended.

Procedure:

This is a public hearing to consider the proposal and hear public comment. After the close of public hearing, you may vote on the proposal. Vote can be to approve, deny or modify the request as mutually agreeable with the applicant. Any vote on the should take in to consideration consistency with adopted plans.



**BEACON
PARTNERS**

Investing in the future of our community

July 17, 2025

VIA EMAIL

Travis Morgan, AICP
Planning Director
Town of Pineville
PO Box 249
Pineville, NC 28134

RE: Request of Acceptance of Carolina Logistics Drive

Dear Travis:

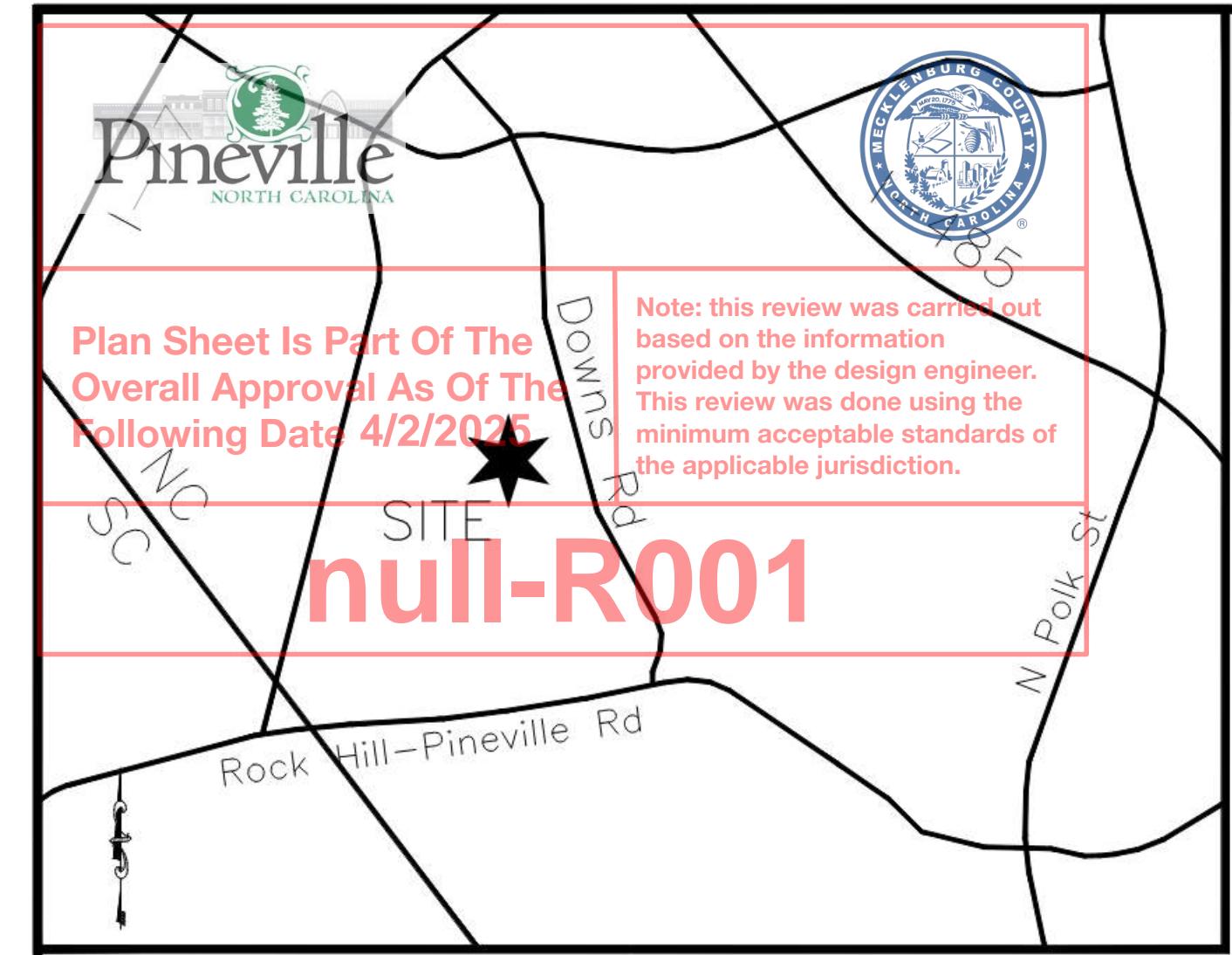
BIN-CLP LLC has completed construction of Carolina Logistics Drive, approximately 3,650 LF new public street connecting Nations Ford Road to Downs Road within the Carolina Logistics Park. The street was designed to Town standards, inspected by County and Town staff, and the overall development is fully built-out. At this time, we request the Town accept this new public street for maintenance. We have also included an exhibit highlighting the extent of the proposed acceptance.

We also request to have the current Construction Bond, in the amount of \$2,724,300, released and replaced with a 1-Year Roadway Maintenance Bond.

Thank you for the continued partnership on this project. Please do not hesitate to reach out with any questions.

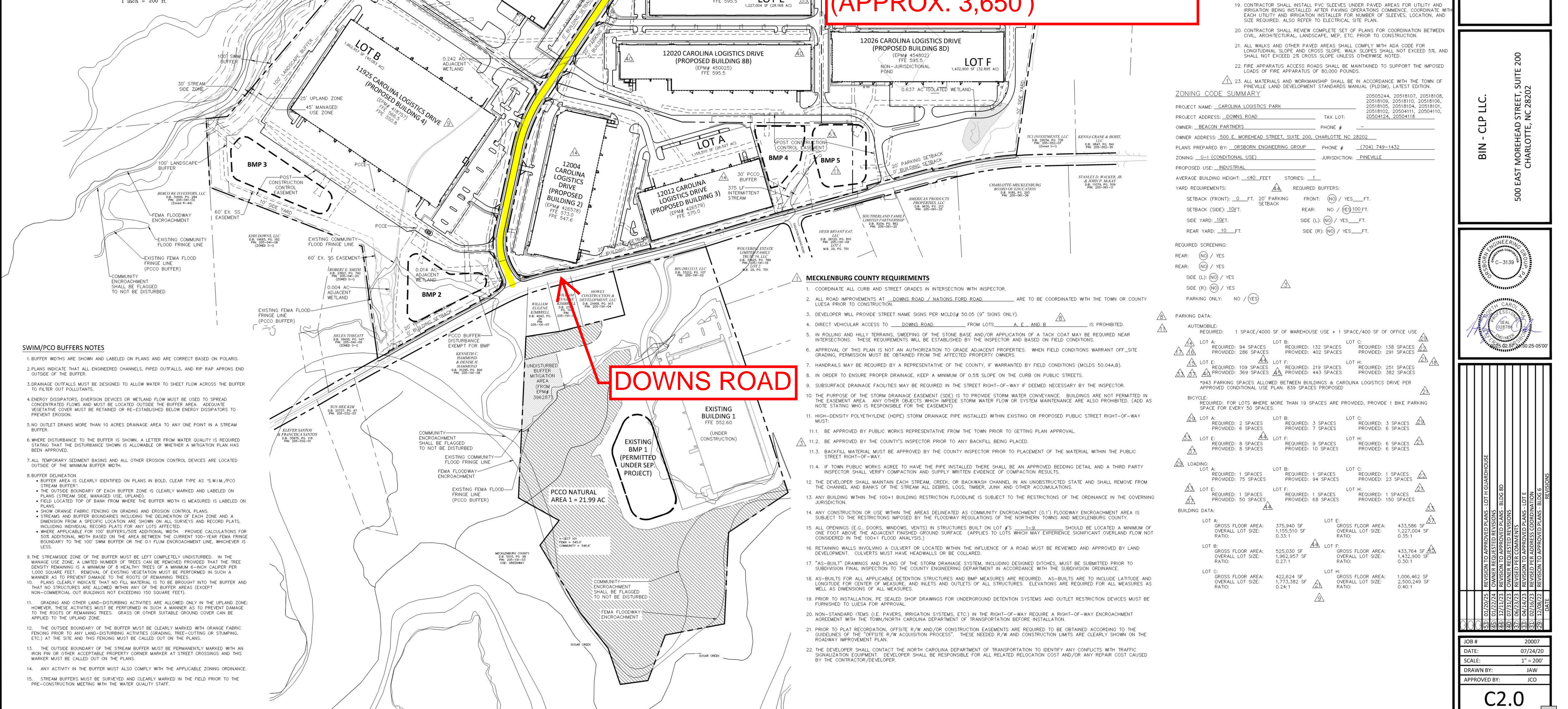
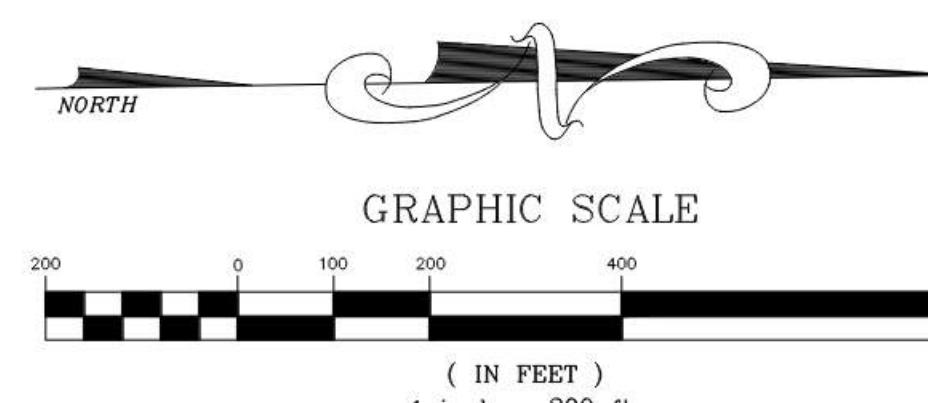
Sincerely,

John Core
Project Manager
Beacon Development Company



VICINITY MAP NOT TO SCALE

THE COMMUNITY ENCROACHMENT LINE MUST BE CLEARLY MARKED PRIOR TO ANY GRADING AND MUST BE MAINTAINED ON SITE UNTIL FINAL GRADING IS COMPLETED.



NATIONS FORD ROAD

RETAINING WALL REQUIREMENTS

1. RETAINING WALLS > 4 FT (RESIDENTIAL) OR 5 FT (COMMERCIAL) IN HEIGHT REQUIRE A PERMIT FROM CODE ENFORCEMENT PRIOR TO CONSTRUCTION.

SITE NOTES

1. PLANIMETRIC AND TOPOGRAPHIC INFORMATION SHOWN ARE BASED ON A SURVEY PROVIDED BY R.B. PHARR & ASSOCIATES, P.A. DATED OCTOBER 22, 2018.



OVERALL SUBDIVISION PLAN FOR CAROLINA LOGISTICS PARK PINEVILLE, NORTH CAROLINA

BIN - CLP LLC.

500 EAST MOREHEAD STREET, SUITE 200
CHARLOTTE, NC 28202



SEAL OF THE STATE OF
NORTH CAROLINA
CHARLOTTE
2025-02-01

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TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	Peddler Ordinance			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Change in Solicitation Ordinance
Background:	Town Council voted to not allow solicitation in Pineville. The change to this Ordinance has necessitated a revision to Section 111.02 Sale of Goods on Streets; Peddlers			
Discussion:	Town Council will need to discuss the proposed changes recommended by staff.			
Fiscal impact:	N/A			
Attachments:	<ol style="list-style-type: none"> 1. Staff Memo 2. Proposed Ordinance Sections 			
Recommended Motion to be made by Council:				

Memorandum



To: Mayor and Town Council

From: Ryan Spitzer

Date: 8/15/2025

Re: Peddler Ordinance

Overview:

Janelle has reviewed the Town's Ordinances that address solicitation and peddling.

- Chapter 74, section 74.08 allows soliciting for employment, business, or funds on the sidewalk, as long as it doesn't create a nuisance.
- Chapter 130 general offenses, section 130.04 doesn't allow aggressive panhandling, solicitation, or peddling.

**Our ordinances do not set forth regulations for soliciting or peddling on public property other than sidewalks, does Council seek to address peddling/solicitation on sidewalk, or other places?
 **Being that we are banning all door-to-door solicitation, I believe we should enact ordinances that further address solicitation on public property, for purposes of clarity, being that the ban will effect for profit and non-profit entities, and questions will remain as to what is allowed by the Town

Section 111.03 – 111.07 are the Proposed Additions.

Town staff have recommendations for the new Ordinance. They are below in red:

1. Who will have to get a permit? All peddlers will have to obtain a permit from the Town prior to selling or distributing items, unless associated with a Town Sponsored event.
2. Where are peddlers allowed to set up? Peddlers will only be allowed to set up in publicly-owned areas (e.g. Town owned parking lots, sidewalks, parks, town hall green, etc.). They will not be allowed to block access to any building or sidewalks to prevent ADA accessibility.
3. Times of day, days of the week allowed? 8am – 5pm
4. Cost of permit, if any \$10 per day or \$50 for a week. (Town Council said they did not want it set too high)
5. How long does a permit last, and how often can a permit be obtained? Up to a week. No more than 24 per year

Chapter 111-PEDDLERS AND HAWKERS

Statutory Reference: *Authority to regulate peddlers and solicitors, see G.S. § 160A-178*

PURPOSE AND INTENT

The public purpose of this ordinance is consumer protection, and to protect the health, safety and welfare of the residents of the Town of Pineville, North Carolina and the public at large by prohibiting door-to-door solicitation to reduce crimes such as fraud, harassment, larceny, burglary, identity theft and home invasion; to protect its residents from intrusive or dangerous solicitations. This ordinance is not intended to circumvent constitutionally protected speech and/or acts, because of the availability of alternative avenues of communication, including but not limited to online marketing, search engine marketing, social media marketing, referral programs, direct mail, email campaigns, and opportunities available at community events and public property will still allow individuals and entities to express their views and seek support.

GENERAL PROVISIONS

111.01. DEFINITIONS:

For the purposes of this Chapter, the following words and phrases shall have the meanings ascribed to them by this section:

DOOR-TO-DOOR SOLICITATION (PRIVATE PROPERTY):

Any person who goes from door-to-door without invitation, upon the private property of another person for the following purposes:

1. Offering the sale of goods and/or services of any description whatsoever.
2. Distributing circulars, brochures, pamphlets, flyers or other similar printed material to advertise goods or services offered for sale by any person.
3. Making or conducting surveys for research purposes, marketing, opinion polls, rating data and any such similar work, which, by nature, involves door-to-door activity.
4. Distributing informational, religious or educational literature.
5. Seeking donations, contributions or anything of value.

GOODS:

Any items, merchandise and/or wares, including, but not limited to, food, beverages, magazine subscriptions, books and periodicals, offered for sale, regardless of the manner of delivery of such goods.

PEDDLING (PUBLIC PROPERTY):

- A. Any person who offers the sale of goods/services of any description whatsoever while situated upon public property.
- B. Any person who seeks contributions, donations or anything of value while situated upon public property.
- C. Any person who distributes promotional/branded items, printed pamphlets, brochures, flyers, leaflets, or other printed material while situated upon public property.

PERSON:

Any individual, corporation, partnership, sole proprietorship, political, civic or religious organization.

PRIVATE PROPERTY

Any real property owned by any person.

SERVICES:

Any service, **including, but not limited to**, home improvements, window cleaning, tree cutting, cable/internet packages and/or pest control offered for sale, regardless of the manner of delivery of such services.

Item 17.

Sec. 111.02. Door-to-Door Solicitation (Private Property)

It shall be unlawful for any person to enter upon any private property in the town for the purpose of door-to-door solicitation, without prior invitation.

Proposed Sec. 111.03. Sale of Goods on Streets; Peddlers Strictly Regulated

A. Peddling is restricted to the following:

1. 501(c)(3) organizations whose principal office location, as recorded with the North Carolina Secretary of State, is physically located in the incorporated town limits of Pineville, NC or Mecklenburg County.
2. Political, religious, and/or civic organizations.
3. Public property spaces/areas designated by the Town of Pineville for peddling.

B. Permit required: A peddler's permit is required when any eligible group/organization wishes to solicit, set up a table, kiosk, stand, easel, cart, wagon, canopy, tent or other similar structure/vessel upon public property to engage in peddling of any sort whatsoever on public property.

1. It shall be unlawful for any group/organization to engage in peddling when a permit is required (see section. 111-03(B), without having first secured a permit to do so from the Town.
2. It shall be unlawful to provide false information on a peddler's permit application.
3. It shall be unlawful to engage in peddling between the hours of 7:00 p.m. and 8:00 a.m. Monday through Saturday.
4. It shall be unlawful to engage in peddling on Sundays.
5. Organizations/groups shall be limited to four (4) peddling permits per calendar year.
6. Peddler's permits shall be displayed while the permittee is engaging in peddling activities.

Peddling at Town Sponsored Events or Special Events in the Town are exempt from these provisions as they have their own application processes and associated fees.

Sec. 111.04. Peddling (Public Property) Permit Application

Applicants seeking a peddler's permit pursuant to Sec. 111.03 of this article shall pay the non-refundable application fee for such permits in the amount of _____. Applicants shall submit a written application for the permit using the peddler's permit application available _____.

1. The name and address of applicant organization/group.
2. The names of all adults who will be participating, along with a copy of a valid government issued photo ID for each of those individuals. (Minors must be accompanied by an adult).
3. A description of the nature of the goods/services being offered and/or the types of donations/contributions accepted or when applicable, a description of promotional and./or printed materials being distributed.
4. The desired start date. (Peddling from your assigned location may continue for seven (7) consecutive days from the permit issuance date and for a maximum of four (4) consecutive hours per day that the permit is valid. Assigned dates, times, and locations will be reflected on the permit.)
5. All applications shall be submitted a minimum of seven (7) days in advance of, but no more than ninety (90) days in advance of the date that peddling is to begin; time being of the essence.

6. If a 501(c)(3) organization, IRS documents verifying same.

Item 17.

Sec. 111.05. Revocation.

Any permit issued under the provisions of this division is subject to revocation by the Town Manager, Police Chief, any on-duty police officer, or fireman for the violation by the permittee of any applicable provision of state law, town ordinance, rule, or threat to public health, safety, or welfare. Revocation shall become effective immediately upon verbal notification by the revoking authority, and the permittee must cease all activity immediately.

Secs. 111.06. Penalty.

Any person who violates any provision of this Chapter shall be punished by a civil penalty not exceeding five hundred (\$500) dollars. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Sec. 111.07.

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	New Business		
Staff Contact/Presenter:	Ryan Spitzer		
Meets Strategic Initiative or Approved Plan:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list:	
Background:	The 2025 Multi-Jurisdictional Hazard Mitigation Plan update has been approved. The final part of the process is the approval by all eight jurisdictions.		
Discussion:			
Fiscal impact:	None.		
Attachments:	Resolution 2025-13 for Approval of Mecklenburg County's Hazard Mitigation Plan.		
Recommended Motion to be made by Council:	Motion to approve Resolution 2025-13 for Approval of Mecklenburg County's Hazard Mitigation Plan.		

RESOLUTION 2025-13

ADOPTING THE 2025 MECKLENBURG COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Pineville are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to dam/levee failure, drought, excessive heat, flooding, hurricane and tropical storm, infectious disease, landslide, severe winter weather, tornadoes and thunderstorms, and wildfire; and

WHEREAS, the Town of Pineville desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS, the Town of Pineville has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Town Council of the Town of Pineville to fulfill this obligation in order that the Town will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the Town;

NOW, THEREFORE, be it resolved that the Town Council of the Town of Pineville hereby:

1. Adopts the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan.
2. Vests the Town of Pineville with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints the Charlotte-Mecklenburg Emergency Management Office to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Town Council of the Town of Pineville for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 21st day of August 2025.

David Phillips, Mayor

ATTEST:

Lisa Snyder, Town Clerk

Certified by: _____ (SEAL)

Date: _____



TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda - Title/Category:	FY26 Labor Contract for Electric Construction & Communications			
Staff Contact/Presenter:	David Lucore			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Reliability
Background:	<p>This is an annual contract for labor and equipment for the construction of electric infrastructure & communications for FY26.</p>			
Discussion:	<p>Formal bids were solicited for this work and staff received 6 bids. The most responsive, responsible bidder was Lamberts Cable Splicing LLC at \$1,589,791.00</p>			
Fiscal impact:	<p>\$1,589,791.00 not to exceed (\$1,251,791.00 Electric & \$338,000.00 Communications)</p>			
Attachments:	<p>Bid Tabulation and Labor Contract</p>			
Recommended Motion to be made by Council:	<p>Award contract to Lamberts Cable Splicing LLC in the amount not to exceed of \$1,589,791.00</p>			

Agreement Supplement – Town of Pineville
DBA Pineville Communication Systems (PCS)
Contract Labor & Equipment Work
Pineville, NC
Construction of Underground, Directional Boring & Aerial
Fiber Optic Communication Facilities

Overview

The work to be performed under this agreement includes the rehabilitation, maintenance, and/or new construction of the Town of Pineville, doing business as Pineville Communication Systems (PCS), Fiber Communications Outside Plant.

Plans and Specifications

Project specifications and plans will vary. While it is not possible to predict the exact schedule or scope of each project, PCS intends to utilize contracted crews for ongoing and future expansions of its communications infrastructure. This includes:

- Installation of facilities in developing areas,
- Relocation of aerial lines to underground systems,
- Construction of joint trench or directional bore facilities as required.

All construction activities shall be executed in accordance with the plans and specifications provided by PCS and mutually agreed upon with the Contractor. For each individual project where PCS has a standalone construction segment, the Contractor may need to coordinate with designated PCS representatives. Any discrepancies or questions regarding the provided plans must be promptly reported to the PCS Agent (Engineering & Staff).

All fiber optic construction work must comply with the USDA RUS Bulletin 1753F-150, RUS Form 515(a), dated September 30, 2010, as well as all other applicable federal, state, local, and PCS fiber optic construction standards.

Fiber Optic Conduit Requirements

All fiber optic communications conduit installed must include a pull string that meets the following specifications:

- $\frac{1}{2}$ " 100% woven polyester webbing, flat tape rope
- Minimum 1250 lb. tensile breaking strength
- Pre-lubricated for reduced friction and minimized conduit damage
- Sequential foot markings throughout the length of the tape

Contractor Coordination and Communication

Weekly Progress Meetings

The Contractor shall designate a management representative to meet with PCS weekly—or as frequently as determined necessary by PCS—to review construction progress.

Invoicing and Payment

All invoices must be submitted weekly and directed to:

- Marianne Hong / Staff Accountant
- Designated PCS Project Manager/Engineer

Weekly construction work will be jointly reviewed by Town of Pineville dba Pineville Communication Systems (PCS) representatives and the construction foreman to verify job progress. In the event of any billing discrepancies, Town of Pineville dba Pineville Communication Systems (PCS) will coordinate directly with the project foreman for resolution.

Weekly Reporting

The Contractor must submit weekly worksheets indicating:

- Number of hours worked per employee
- Equipment usage

These reports should be forwarded to the designated PCS representative.

Services Provided – Work Schedules

Schedule 1: Communications Construction

Includes the installation of fiber optic communications conduit and related facilities under the direction of the Pineville Utility Director.

Pricing shall align with bid rates detailed in:

- **Section 1: General Conditions – 1.14: Hourly Rates**

OVERHEAD CONSTRUCTION						
Labor Rates	Qty	Regular Rate	OT Rate	Equipment Rates	Qty	Hourly Rate
Working Foreman	1	90.85	118.10	Line Truck, 13,000 lb.	1	31.25
A Class Lineman	2	85.25	110.82	Bucket Truck, 50'	2	28.89
C Class Lineman	2	65.25	84.82	Pickup Truck	1	19.75
Labor Total/Hour		391.85	509.38	Equipment Total/Hour		108.78

UNDERGROUND CONSTRUCTION						
Labor Rates	Qty	Regular Rate	OT Rate	Equipment Rates	Qty	Hourly Rate
Working Foreman	1	75.89	98.65	Mini Excavator, 20 HP	1	13.62
A Class Lineman	1	63.18	82.13	Trailer, 12-TON	1	9.75
URD Laborer	1	49.14	63.88	Knuckle Boom Truck	1	23.00
Equipment Operator	1	56.16	73.00	Pickup Truck	1	19.75
Labor Total/Hour		244.37	317.66	Equipment Total/Hour		65.12

DIRECTIONAL BORING		
Directional Boring Crew	Qty	Hourly Rate
Capable of boring up to 6" conduit	1	195.35

2 MEN & BORING RIG

Materials

Refer to **Section 3: Materials** in the main contract agreement for a detailed list and specifications.



TOWN OF PINEVILLE, NC
505 MAIN STREET
PINEVILLE, NC 28134

CONTRACT FOR
CONTRACT LABOR AND EQUIPMENT
FOR WORK IN
TOWN OF PINEVILLE, NORTH CAROLINA

FOR FISCAL YEAR 26

BEGINNING JULY 1, 2025

NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed proposals for furnishing labor and equipment for constructing the improvements to the Electrical Distribution System of the Town of Pineville, North Carolina, (hereinafter called the "Owner") will be received on or before 1:00 PM, June 19, 2025, at the Pineville Town Hall, located at 505 Main Street, Pineville, NC 28134, at which time they will be publicly opened and read. Any bids received after the time and date specified will not be considered.
2. The Contractor will provide all the required labor and equipment required to perform construction and maintenance activities on energized and de-energized lines, equipment and other appurtenances relating to the town of Pineville's 7.2/12.5 KV electric distribution system at the direction of their Electric System Managing Agent (ElectriCities). This will include overhead and underground facilities as necessary.

Envelopes containing bids will be marked as follows:

LAMBERTS CABLE SPLICING LLC

(Company Name)

License No. W. 35088

Formal Bid for Town of Pineville, Electric Contract Labor & Equipment,
Do Not Open Until June 19, 2025 @ 1 pm.

Electronic Bids are prohibited by N.C.G.S §149-129. Bids must be delivered in one of the following methods:

VIA USPS:

To: Town of Pineville, NC
 PO Box 249
 Pineville, North Carolina 28134
 Attention: David Lucore

VIA FEDEX, UPS OR OTHER COURIER SERVICE:

To: Town of Pineville, NC
 505 Main Street
 Pineville, North Carolina 28134
 Attention: David Lucore

3. The successful bidder will furnish all labor and equipment which may be necessary to affect the construction and/or maintenance of existing electric facilities or expansion and improvement projects as directed by ElectriCities staff.
4. The Owner intends to furnish materials required for each project. A standard percentage markup will also be established for use when it is mutually agreeable to be more convenient for Contractor to furnish materials at the direction of and approval of ElectriCities. In any event, the materials furnished by the Contractor will not exceed \$29,999.

5. The necessary forms and documents for bidders may be obtained from the Owner's Managing Agent, David Lucore, at 505 Main St, Pineville, NC 28134 or by requesting electronic documents by e-mail at: dlucore@electricities.org.

Proposals, together with all supporting instruments must be submitted on the forms furnished. The name and address of the Bidder, license number, and the date of the opening of the bids must all appear on the envelope in which the proposal is submitted. The Proposal will be marked: Formal Bid for Town of Pineville, Electric Contract Labor & Equipment, Do Not Open Until June 19, 2025 @ 1 pm.

6. Consideration will be given only to bids of Contractors licensed under the "North Carolina Act to Regulate the Practice of General Contracting." Contractors and subcontractors, in order to perform public work in the State of North Carolina, are required to hold State of North Carolina Contractor's licenses of the class required to perform the specified work. Contractor's license number will be inserted in the appropriate place on the Proposal form, before Proposal will be considered. Evidence of subcontractor's compliance with the above will be submitted to ElectriCities before starting subcontract work on public work contracts.

7. By submitting their bid, Contractor certifies that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised.

8. The Owner reserves the right to waive minor defects and informalities that would not prejudice other bidders, and which speaks to the responsiveness of the bid. Mathematical errors may be grounds for withdrawing a bid, if they meet grounds for withdrawal as set forth in N.C.G.S. §143-129.1.

9. The Owner reserves the right to reject any and all proposals.

10. Each Bidder will include in the Contractor's Proposal the hourly rates for each employee, both regular and overtime, and for each piece of equipment or other unit.

11. The managing agent and Contractor will agree on the number and type of crews, based on the needs of the Owner and the projects to be worked. The Contractor agrees to provide the quantity and composition of crews as requested at the same rates quoted for the duration of the contract period.

12. The contract will begin on July 1, 2025, for the FY26 fiscal year. Holidays, which encompass 10 days annually, will be excluded from work, leaving 50 weeks remaining.

13. Each Proposal must be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation payable to the order of the Owner, or a Bidder's Bond acceptable to the Owner and running in favor of the Owner, in an amount equal to five percent (5%) of the maximum bid price. If a proposal is not accepted or if a proposal is accepted and a contract is executed, the check or Bidder's Bond will be returned in each instance within a period of thirty (30) days to the Bidder furnishing the same; except that each Bidder agrees, provided its proposal is one of the three low proposals, that, by filing its proposal together with such check or Bidder's Bond in consideration of the Owner's receiving and considering such proposal, said proposal will be firm and binding upon each such Bidder and such check will be held by the Owner for a period not exceeding ninety (90) days from the date hereinabove set for the opening of the Proposals.

14. The successful Bidder will be required to execute the Owner's Contract for Construction Services, attached herein, and to furnish Performance and Payment Bonds, in the forms attached hereto, for the full amount of the contract price, these bonds will guarantee the full performance of the contract.

TOWN OF PINEVILLE, NORTH CAROLINA
(Owner)

ELECTRCITIES OF NC, INC.
(Managing Agent)

Date: June 10, 2025

BID PROPOSAL

NAME OF BIDDER: AMBERT'S CABLE SPLICING LICENSE NUMBER(S): U.35088, CLG 124626

BY: K. D. Gray TITLE: President

ADDRESS OF BIDDER: 2621 S. WESLEYAN BLVD Rock Mount N.C. 27803

SIGNATURE: R. D. Gray DATE: 6-17-25

ATTEST: Billy Butler TITLE: Sr. DIRECTOR OF OPERATIONS

PLEASE INSERT OR ATTACH HOURLY RATES FOR THE FOLLOWING:

OVERHEAD CONSTRUCTION						
Labor Rates	Qty	Regular Rate	OT Rate	Equipment Rates	Qty	Hourly Rate
Working Foreman	1	90.85	118.10	Line Truck, 13,000 lb.	1	31.25
A Class Lineman	2	85.25	110.82	Bucket Truck, 60'	2	28.89
C Class Lineman	2	65.25	84.82	Pickup Truck	1	19.75
Labor Total/Hour		391.85	509.38	Equipment Total/Hour		108.78

UNDERGROUND CONSTRUCTION						
Labor Rates	Qty	Regular Rate	OT Rate	Equipment Rates	Qty	Hourly Rate
Working Foreman	1	75.89	98.65	Mini Excavator, 20 HP	1	13.62
A Class Lineman	1	63.18	82.13	Trailer, 12-TON	1	9.75
URD Laborer	1	49.14	63.88	Knuckle Boom Truck	1	20.00
Equipment Operator	1	56.16	73.00	Pickup Truck	1	19.75
Labor Total/Hour		244.37	317.66	Equipment Total/Hour		65.12

DIRECTIONAL BORING		
Directional Boring Crew	Qty	Hourly Rate
Capable of boring up to 6" conduit	1	195.35

2 MEN & BORING RIG

CONTRACT

This Contract for Labor and Equipment for the construction and maintenance of the town of Pineville's electric distribution system, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Pineville, a municipal corporation of the State of North Carolina, (the "Town") and, HAMBERTS CABLE SPLICING, located at, 2521 S. WESLEYAN BLVD Rocky Mount N.C 27803 (the Contractor)

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

SECTION 1: GENERAL CONDITIONS OF THE CONTRACT

- 1.1 **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced will constitute and represent the entire agreement between the Town and the Contractor and will supersede all previous communications, either written or verbal, with respect to the subject matter of this Contract.
- 1.2 **Changes, Additions or Deletions.** No changes, additions, deletions or substitutions in terms and conditions, including addenda attached hereto will be permitted without the prior written approval of the Town.
- 1.3 **Relationships 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 will 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 will remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their safety and compensation.
- 1.4 **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 the Town's prior express written consent.
- 1.5 **Scope of Work.** The scope of work to be accomplished is construction and/or maintenance in conjunction with and replacement of 12,470-volt circuits and secondary voltage circuits. Personnel must display an understanding of the hazards associated with these power lines.
- 1.6 **Litigation Venue.** Any controversy or litigation arising out of this Agreement will be resolved in the courts of Mecklenburg County, North Carolina.
- 1.7 **Laws to be Observed.** The Contractor will give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and will indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulations, order or decree, whether by himself or his employees.
- 1.8 **Hourly Rates.** Fixed charges for each Contractor employee, vehicle and other equipment used to perform underground or overhead electric construction projects. Rates will include Contractor overhead and profit.

1.9 Owner is The Town of Pineville, North Carolina. The terms "Owner" and "Town" will be used interchangeably and regarded as the same for the purposes of this contract.

1.10 Managing Agent is ElectriCities of North Carolina, Inc., who is under contract with the Owner to manage the operation of the Town's electric system and act on their behalf in matters of day-to-day operations.

1.11 Contractor is the contractor named in the Contract Documents.

1.12 Subcontractor is any person, firm, or corporation with a direct contract with the contractor who acts for or on behalf of the contractor in executing any part of the contract but does not include one who merely furnishes materials.

1.13 Contract is the agreement covering the furnishing of crews and equipment to construct the units described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work.

1.14 Contract requirements will mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specification Requirements, with all addenda thereto.

1.15 Written Notice. Written notice will be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation or to the last business address of the person who serves the notice.

1.16 Change of Address. It will be the duty of each party to advise the other parties to the contract as to any change in their business address until completion of the contract.

1.17 Rejected Work. Any defective work whether the result of poor workmanship, damage through carelessness or any other cause will be removed, and the work will be re-executed by the Contractor at no cost to the Owner for labor, equipment, or replacement material.

1.18 Insurance. The CONTRACTOR will purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- a. Claims under workmen's compensation disability benefit and other similar employee benefit acts.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the OWNER will be filed with the OWNER prior to commencement of the WORK. These Certificates will contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER. Certificate will list OWNER and Consultant as additional insured parties in respects to General Liability and Auto Liability

Forms on Policy.

The CONTRACTOR will procure and maintain at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance will be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance will be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR will procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR will require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR will provide, and will cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. The workers compensation policy will be endorsed to waive the rights of subrogation against the owner, consultant and Owner. Commercial General Liability will be written on an occurrence form covering premises operations, products competed operations personal injury and contractual liability, with no exclusion for liability arising from explosion, collapse, or underground property damage. An umbrella liability policy will cover the General Public Liability and Property Damage Insurance and Automobile Liability with a minimum \$4,000,000 limit per occurrence in addition to the limits above.

Automobile Insurance will include bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate. All policies except the workers' compensation will be written on a primary, non-contributory basis.

1.19 Indemnity. To the fullest extent of the law, the Contractor will indemnify and hold harmless the Town, its officers and agents, employees and assigns from and against all losses and all claims, demands, payments, suits, actions, expenses, (including expenses of litigation and attorneys' fees) recoveries and judgements of every nature and

description brought or recovered against him by reason of any act or omission of the Contractor, its agents, employees, or assigns in the execution of the work or in the guarding of it. In the event that any portion of the work performed under this Contract will be defective in any respect, whatsoever, the Contractor will indemnify and save harmless the Town, its officers, agents, employees and assigns from an against all Claims as defined herein, but only to the extent allowed by law.

1.20 Patents and Royalties. If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he will provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner and will save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

1.21 Surveys, Permits and Regulations. Unless otherwise specified, permits and licenses of a temporary nature necessary for the execution of the work will be secured and paid for by the Contractor. Permits, licenses and easements for permanent changes in existing facilities will be secured and paid for by the Owner.

1.22 Warning Signs and Barricades. The Contractor will provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public and will be liable for any damages arising by failure to provide such precaution. All traffic control measures: signs and equipment will be according to NCDOT guidelines and rules. Suitable warning signs will be placed and illuminated at night so as to show in advance where construction, barricades or detours exist.

1.23 Public Safety and Convenience. The Contractor will at all times conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the Owner. No road or street will be closed to the public except with the permission of the proper Owner authority. Fire hydrants on or adjacent to the work will be kept accessible to fire-fighting equipment at all times. Temporary provisions will be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

1.24 Crossing Utilities. When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, Town or other public agency, public utility or private entity, the Contractor will ascertain that duly executed permits, licenses, and/or easements have been secured by the Owner.

1.25 Sanitary Provisions. The Contractor will provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the local and State Departments of Health and as directed by the Owner.

1.26 Claims and Decisions. All claims of the Contractor will be presented to the Managing Agent, who will promptly forward same to proper channels of the Town and assist in obtaining a decision or relief within a reasonable time for the Contractor.

1.27 Work Assignments. Following the execution of the contract by the Owner, daily work assignments will be given to the Contractor by the managing Agent.

1.28 Makeup of Crews. The number of men in each classification and the amount of any types of equipment to be used in any crew will be requested of the Contractor as decided by the Managing Agent.

1.29 Termination for Convenience. The Owner will have the right, without assigning any reason therefore, to suspend work, in whole or in part, at any time at its complete discretion. The

Owner will have the right, without assigning any reason therefore to terminate the contract, at any time at its complete discretion by providing 10 days' notice in writing to the Contractor. If the contract is terminated by the Owner, in accordance with this paragraph, the Contractor will be paid any outstanding balance owed for any work hours completed prior to the date of termination.

1.30 **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.

1.31 **Rights of Various Interest.** Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Owner, to secure the completion of the various portions of the work in general harmony.

1.32 **Contractor's Supervision.** When one or two crews are employed, normally one of the crew foreman will represent the Contractor.

1.33 **Oral Agreements.** No oral order, objection, claim or notice by any party to the others will affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents will be held to be waived or modified by the reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence will be introduced in any proceeding of any other waiver or modification.

1.34 **Private Property.** The Contractor will not enter upon private property for any purpose without obtaining permission, and he will be responsible for the preservation or replacement when damaged, of all public property, trees, monuments, and other items, along and adjacent to the street and/or right-of-way and will use every precaution necessary to prevent damage or injury thereto. He will use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and will carefully protect from disturbance or damage, all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and will not remove them until directed.

1.35 **Requests for Payment.** The Contractor will submit regular invoices which will be processed for payment. The Owner prefers weekly invoicing. The Contractor will document weekly worksheets, indicating the number of hours for each employee and piece of equipment used and present to Managing Agent for approval. One copy will be filed with the Owner and one copy will be attached to invoices.

1.36 **Location of Underground Facilities.** Contractor will be responsible for requesting the location of underground facilities for all work on overhead or underground lines. Location of all facilities will be provided by North Carolina 811 (1-800-632-4949).

1.37 **Work Under Contractor's Charge.** During periods of performance by the Contractor of work under this agreement, those portions of the lines upon which work is being performed will be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the project and the materials to be used therein will be borne by the Contractor. The Contractor will make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Contractor where the same will have occurred by reason of the Contractor's negligence. The Contractor will hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence or faulty construction on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the project or any part thereof.

1.38 **Price Schedule.** All work undertaken by the Contractor under the contract will be paid for by the Owner on the basis of hourly rates listed in the contract. The Contractor will furnish all necessary construction equipment, tools, supervision, field and office overhead and expenses, insurances, taxes, labor, Workmen's Compensation Insurance and Social Security Tax and Contractor's profit. The entire compensation of the Contractor will be the sum arrived at by multiplying each hourly rate, as shown by the labor and equipment rate schedule attached hereto, by the number of hours provided to which such price is applicable and adding all such products together.

1.39 **Construction Standards.** Specifications and plans will vary from project to project. Though they cannot predict the schedule or extent of specific projects to be constructed under this agreement, Owner plans to use contract crews for the expansion of the electric system, including developments already under construction and relocation of lines from aerial to underground and other electric distribution construction and maintenance work as required.

1.40 **Joint Trenches.** Where a jointly used trench is agreed to by all parties, the Contractor may need to take direction from representatives of telephone, cable or other utilities for each project for non-electric portions of the installation. Any conflicts between plans furnished to Contractor and direction given by other utilities will be promptly reported to the Managing Agent.

1.41 **Safety of Crews**

- (a) The Contractor is responsible for the safety of their employees and all subcontractor employees.
- (b) The Contractor will provide its employees that have the potential to work on or near energized power lines with a uniform that has a minimum Arc Thermal Performance Value of 8 cal/cm².
- (c) The crew will utilize Personal Protective Equipment (PPE) as required by federal, state and local regulations governing work on energized power lines and in accordance with standard industry practices.

1.42 **Equipment Storage** Owner has limited space available at their operations facility that may not provide adequate room for the staging of Contractor'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.

1.43 **Periodic Contractor's Meeting.** The Contractor will make available, at no cost to the Owner, a Management Representative to review the work progress on a weekly basis or as often as the volume of work dictates as determined by Owner. The Management Representative will be named after the execution of the Contract.

1.44 **Severability.** If any provision of this Contract is found to be invalid or unlawful, the 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.

1.45 **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.

SECTION 2: Daily Work Schedule and Invoicing

- 2.1 **Weekly Hours.** The Contractor agrees to have crew(s) available on a routine basis for 40 hours each week of the contract and be available to assist in emergencies 24/7. The schedule for accomplishing those 40 hours each week must be agreed to by the Managing Agent so that it does not conflict with the performance needs of the Owner.
- 2.2 **Inclement Weather.** In cases of inclement weather, the Contractor will not be paid for routine work except for 2 hours each day as show-up time. Contractor employees are required to report to work daily and remain available for the 2 hours they are being paid. If the weather improves during the 2-hour period and the crews can work, the crew(s) will be paid according to their hourly rates up to the maximum number of hours established for the workday.
For example, if the normal workday is 10 hours and the crew(s) arrive at the usual start time of 7 am, they will be paid their regular rate for 2 hours until 9 am and then be dismissed for the day. If they arrive at 7 am and the weather clears at 8 am, they will be paid 1 hour of show-up pay and 9 hours of regular workday pay. If the weather improves at any time during the 2-hour show-up period and the crews can work, the show-up hours will count toward the regular workday hours and will not be paid in addition to any work hours.
- 2.3 **Summary Sheet.** Contractor will document all crew members' hours and equipment hours each week and provide this to the Managing Agent's supervisor for approval before invoicing for the week. Weekly invoicing is preferred by the Owner.
- 2.4 **Equipment Used.** Contractor will be paid an hourly rate for each employee and each piece of equipment in use for the purpose of construction and maintenance activities on a weekly basis. Only that equipment physically used will be paid and only for the hours it is used in the performance of jobs.

SECTION 3: Materials

- 3.1 **Receiving Materials.** Contractor will receive materials from the Owner's warehouse or storage location as necessary for each job and will sign receipt of all items taken from Owner at the time of issuance. Contractor may receive a de minimis amount of "truck stock" to maintain accessibility to routinely used items on the job site. This will also be issued and whatever has not been expended will be returned at the end of the contract period. Contractor is responsible for the transportation of materials from the Owner's warehouse or storage location to each project site.
- 3.2 **Returning Materials.** Upon conclusion of the contract, the Contractor will return all material to the Owner in order for the Contractor to receive credit for same. Any items not returned or accounted for on a job will be billed to the Contractor at then current market rates.
- 3.3 **Responsibility for Loss, Damage or Theft.** The Contractor will 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. Reimbursement will be at current market prices for the salvageable materials removed. Current market prices will be determined from the Owner's material invoices.
- 3.4 **Scrap Materials.** All materials left over or scrapped as part of any project will remain the property of the Owner and contractor will transport such items as directed by the Managing Agent for reuse or disposal.
- 3.5 **Miscellaneous 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 will be allowed a standard percentage markup of 10% for the furnishing of those materials with the Owner's or Managing Agent's approval. Invoices or receipts for all items purchased will be submitted to the Managing Agent before payment is made. The total sum of all items purchased by the contractor will not exceed \$29,999 during the contract term. The Contractor agrees to pay all such taxes and to furnish to the Owner and all appropriate taxing authorities all required documentation and reports pertaining thereto.

SECTION 4: Vehicles and Equipment

- 4.1 Vehicle Condition. All vehicles and equipment used in the performance of this contract will be in useable condition and will be properly maintained to ensure their safety and efficiency and will present an acceptable image to the public. All vehicles will be marked with the contractor's name in some fashion to be quickly identified.
- 4.2 Vehicle Responsibility. The operation of all vehicles and equipment belonging to the contractor will be fully insured and the sole responsibility of the Contractor for fuel, maintenance, loss damage or theft regardless of the parked location of such.

SECTION 5: Staffing

- 5.1 Character of Workmen. The Contractor will at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workmen must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any foreman or workman employed by the Contractor or subcontractor who, in the opinion of the Owner or Agent does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner will, at the written request of the Owner, be discharged immediately and will not be employed again in any portion of the work without the approval of the Owner.
- 5.2 Verification of Work Authorization. Contractor will comply with, and require all subcontractors to comply with, the requirements of Article 2, Chapter 64 of the NCGS, "Verification of Work Authorization", sometimes known as "E-Verify".

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Pineville, North Carolina, this 18th day of June, 2025.

CONTRACTOR:

TOWN OF PINEVILLE

Name: LAMBERT'S CABLE SPLICING LLC

Print or Type

John Gilbert

Signature

John Gilbert
Vice President

Attest.

John Gilbert
Secretary if Corporation

Town Manager

Attest: Town Clerk

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

Finance Director



STATE OF NORTH CAROLINA
TOWN OF PINEVILLE
COUNTY OF MECKLENBURG

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

I, John Gilbert (hereinafter the "Affiant"), duly authorized by and on behalf of Lambert Cable (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

John Gilbert

1. I am the Vice President (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. Employer employs 25 or more employees in the State of North Carolina and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and will retain the records of verification for a period of at least one year.

Or, Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.

5. Employer will keep the Town of Pineville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 18th day of JUNE, 2025

Billy Butts
Signature of Authorized Officer or Agent

Billy Butts Dir. of Operations
Printed Name and Title of Authorized Officer or Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the _____ day of _____, 2025.

Notary Public: _____

My Commission Expires: _____

IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not on the list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.


Signature

06-18-2025
Date

Printed Name

John Gilbert
Vice President

Title

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 95323-TRAV-25-0332

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Lamberts Cable Splicing Company, LLC
 1 Cleveland Street, Suite 900
 Gordonsville, VA 22942

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
 One Tower Square
 Hartford, CT 06183-6014
 State of Inc: Connecticut

OWNER:

(Name, legal status and address)
 Town of Pineville, North Carolina
 505 Main Street
 Pineville, NC 28134

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 bid amount (5 %)

PROJECT:

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

Town of Pineville FY26 Electrical Distribution System

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 17th day of June, 2025

DocuSigned by:

Melinda Perry

(Witness)

Camille M. Cruz

(Witness) Camille M. Cruz

Lamberts Cable Splicing Company, LLC

DocuSigned by:

Brandon Stussi

SOJURNE CORPORATION



(Principal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Title)

Ana W. Oliveras, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

Item 19.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

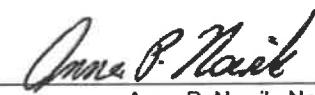
By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of June, 2025

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

Travelers Casualty and Surety Company of America



By:

Robert L. Raney, Senior Vice President

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we _____,

Hereinafter called the "Principal" and _____

a corporation incorporated under the laws of the State of _____

hereinafter called the "Surety", are held and firmly bound unto the _____

hereinafter called the "Owner", in the full and just sum of _____

Dollars (\$)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns, for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Sealed with our seals and dated this

day of _____, A. D., 20_____.
(Handwritten date)

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date

A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein:

For the full and complete execution of work in connection with

NOW THEREFORE, the conditions of this obligation are such that if the above bonded "Principal", as Contractor, will in all respects comply with the terms of the contract and conditions of said contract, and his, their, and its obligation thereunder, including the specifications and plans therein referred to and made a part thereof, and such alterations as may be made in said specifications and plans as therein provided for, and will well and truly, and in a manner satisfactory to the Owner, complete the work contracted for within the time stipulated in the contract, and will save harmless the Owner from any expense incurred through the failure of said Contractor to complete the work as specified, and from any damage growing out of the carelessness of said Contractor, or his, their or its servant, and also will save and keep harmless the said Owner against and from all losses to it from any cause whatever, including patent, trademark and copyright infringements in the manner of constructing said Project, then this obligation will be void; otherwise to be and remain in full force and virtue.

Provided, however, that no suit, action or proceeding by reason of any default whatever will be brought on this Bond after twenty-four (24) months from the day on which the final payment under the Contract falls due.

And provided further the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of Contract or to the work to be performed thereunder of the specifications accompanying the same will in any such way affect its obligations on this Bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The obligation will remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated, and after such performance it will become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this _____ day of _____, 20_____.

Executed in _____ counterparts.

_____ (SEAL)

(Contractor)

By _____

_____ (Witness as to Contractor)

_____ (SEAL)

(Surety Company)

By _____

_____ (Witness as to Surety)

Countersigned:

_____ (Licensed Resident Agent)

CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____,

hereinafter called the "Principal" and _____).

a corporation incorporated under the laws of the State of _____

hereinafter called the "Surety", are held and firmly bound unto the _____

hereinafter called the "Owner", in the full and just sum of

Dollars (\$)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents. Sealed with our seals and dated this

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date

day of . 20 .

A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein:

for the full and complete payment for all labor and materials used in the execution of the work in connection

with

NOW THEREFORE, if the above bonded "Principal" as Contractor will promptly make payment to all people supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, then this obligation will be void; otherwise, to remain in full force and virtue.

Provided, however, that no suit, action or proceeding by reason of any default whatever will be brought on this Bond after twenty-four (24) months from the day on which the final payment under the Contract falls due.

And provided further the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same will in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

This obligation will remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance it will become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this _____ day of
_____, 20_____, executed in _____ counterparts.

(Contractor) (SEAL)

By: _____
(Witness as to Contractor)

(Surety Company) (SEAL)

By: _____
(Witness as to Surety)

Countersigned:

(Licensed Resident Agent)

TOWN OF PINEVILLE FY26 LABOR & EQUIPMENT BID SUMMARY

7/22/2025 14:00 505 MAIN ST, PINEVILLE, NC

Bidder:	Lee Electrical	PowerGrid	Lamberts	ULCS	HUS BORING	WILLIAMS
Overhead Total	\$ 704.82	\$ 561.94	\$ 500.63	\$ 892.36	\$ 544.90	\$ 589.55
Underground Total	\$ 479.16	\$ 520.17	\$ 372.67	\$ 391.46	\$ 518.90	\$ 448.03
Directional Boring Total	\$ 450.00	\$ 543.58	\$ 195.35	\$ 580.27	\$ 491.00	\$ 589.00
Total Contract Cost	\$ 1,633.98	\$ 1,625.69	\$ 1,068.65	\$ 1,864.09	\$ 1,554.80	\$ 1,626.58

TOWN OF PINEVILLE FY26 LABOR & EQUIPMENT BID SUMMARY

7/22/2025 14:00

505 MAIN ST, PINEVILLE, NC

OVERHEAD CONSTRUCTION

	Bidder:	Lee Electrical		PowerGrid		Lamberts	
Labor Rates	Qty	Regular Rate	Total	Regular Rate	Total	Regular Rate	
Working Foreman	1	\$ 117.00	\$ 117.00	\$ 98.47	\$ 98.47	\$ 90.85	\$ 90.85
A Class Lineman	2	\$ 108.00	\$ 216.00	\$ 85.59	\$ 171.18	\$ 85.25	\$ 170.50
C Class Lineman	2	\$ 98.00	\$ 196.00	\$ 71.77	\$ 143.54	\$ 65.25	\$ 130.50
Labor Total/Hour		\$ 529.00		\$ 413.19		\$ 391.85	
Equipment Rates	Qty	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Line Truck, 13,000 lb.	1	52.81	52.81	\$ 44.00	\$ 44.00	\$ 31.25	\$ 31.25
Bucket Truck, 60'	2	50.33	100.66	\$ 41.00	\$ 82.00	\$ 28.89	\$ 57.78
Pickup Truck	1	22.35	22.35	\$ 22.75	\$ 22.75	\$ 19.75	\$ 19.75
Equipment Total/Hour		\$ 175.82		\$ 148.75		\$ 108.78	
Crew Total Cost/Hour (=Labor + Equipment)		\$ 704.82		\$ 561.94		\$ 500.63	

UNDERGROUND CONSTRUCTION

	Bidder:	Lee Electrical		PowerGrid		Lamberts	
Labor Rates	Qty	Regular Rate	Total	Regular Rate	Total	Regular Rate	Total
Working Foreman	1	\$ 90.00	\$ 90.00	\$ 96.47	\$ 96.47	\$ 75.89	\$ 75.89
URD C Class	2	\$ 81.00	\$ 162.00	\$ 85.59	\$ 171.18	\$ 63.18	\$ 126.36
URD Laborer	1	\$ 45.00	\$ 45.00	\$ 65.00	\$ 65.00	\$ 49.14	\$ 49.14
Equipmet Operator	1	\$ 69.00	\$ 69.00	\$ 71.77	\$ 71.77	\$ 56.16	\$ 56.16
Labor Total/Hour		\$ 366.00		\$ 404.42		\$ 307.55	
Equipment Rates	Qty	Regular Rate	Total	Regular Rate	Total	Regular Rate	Total
Mini Excavator, 20 HP	1	\$ 30.00	\$ 30.00	\$ 38.00	\$ 38.00	\$ 13.62	\$ 13.62
Trailer, 12-TON	1	\$ 8.00	\$ 8.00	\$ 14.00	\$ 14.00	\$ 9.75	\$ 9.75
Knuckle Boom Truck	1	\$ 52.81	\$ 52.81	\$ 41.00	\$ 41.00	\$ 22.00	\$ 22.00
Pickup Truck	1	\$ 22.35	\$ 22.35	\$ 22.75	\$ 22.75	\$ 19.75	\$ 19.75
Equipment Total/Hour		\$ 113.16		\$ 115.75		\$ 65.12	
Crew Total Cost/Hour (=Labor + Equipment)		\$ 479.16		\$ 520.17		\$ 372.67	

DIRECTIONAL BORING	Lee Electrical		PowerGrid		Lamberts	
Directional Boring Crew Hourly Rate		\$ 450.00		\$ 543.58		\$ 195.35
Capable of boring up to 6" conduit						

Overhead Total	\$ 704.82	\$ 561.94	\$ 500.63
Underground Total	\$ 479.16	\$ 520.17	\$ 372.67
Directional Boring Total	\$ 450.00	\$ 543.58	\$ 195.35
	\$ 1,633.98	\$ 1,625.69	\$ 1,068.65

OVERHEAD CONSTRUCTION

	Bidder:	ULCS		HUS BORING		WILLIAMS	
Labor Rates	Qty	Regular Rate	Total	Regular Rate	Total	Regular Rate	
Working Foreman	1	\$ 99.38	\$ 99.38	\$ 99.90	\$ 99.90	\$ 99.89	\$ 99.89
A Class Lineman	2	\$ 190.08	\$ 380.16	\$ 95.00	\$ 190.00	\$ 95.60	\$ 191.20
C Class Lineman	2	\$ 113.35	\$ 226.70	\$ 56.00	\$ 112.00	\$ 76.05	\$ 152.10
Labor Total/Hour			\$ 706.24		\$ 401.90		\$ 443.19
Equipment Rates	Qty	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Line Truck, 13,000 lb.	1	35.78	\$ 35.78	43.00	\$ 43.00	43.70	\$ 43.70
Bucket Truck,, 60'	2	69.18	\$ 138.36	41.00	\$ 82.00	42.44	\$ 84.88
Pickup Truck	1	11.98	\$ 11.98	18.00	\$ 18.00	17.78	\$ 17.78
Equipment Total/Hour			\$ 186.12		\$ 143.00		\$ 146.36
Crew Total Cost/Hour (=Labor + Equipment)			\$ 892.36		\$ 544.90		\$ 589.55

UNDERGROUND CONSTRUCTION

	Bidder:	ULCS		HUSS BORING		WILLIAMS	
Labor Rates	Qty	Regular Rate	Total	Regular Rate	Total	Regular Rate	Total
Working Foreman	1	\$ 87.06	\$ 87.06	\$ 99.90	\$ 99.90	\$ 93.23	\$ 93.23
URD C Class	2	\$ 83.66	\$ 167.32	\$ 95.00	\$ 190.00	\$ 89.56	\$ 179.12
URD Laborer	1	\$ 38.50	\$ 38.50	\$ 56.00	\$ 56.00	\$ 48.34	\$ 48.34
Equipmet Operator	1	\$ 38.58	\$ 38.58	\$ 85.00	\$ 85.00	\$ 57.89	\$ 57.89
Labor Total/Hour			\$ 331.46		\$ 430.90		\$ 378.58
Equipment Rates	Qty	Regular Rate	Total	Regular Rate	Total	Regular Rate	Total
Mini Excavator, 20 HP	1	\$ 11.49	\$ 11.49	\$ 20.00	\$ 20.00	\$ 20.35	\$ 20.35
Trailer, 12-TON	1	\$ 6.90	\$ 6.90	\$ 10.00	\$ 10.00	\$ 3.87	\$ 3.87
Knuckle Boom Truck	1	\$ 29.63	\$ 29.63	\$ 40.00	\$ 40.00	\$ 27.45	\$ 27.45
Pickup Truck	1	\$ 11.98	\$ 11.98	\$ 18.00	\$ 18.00	\$ 17.78	\$ 17.78
Equipment Total/Hour			\$ 60.00		\$ 88.00		\$ 69.45
Crew Total Cost/Hour (=Labor + Equipment)			\$ 391.46		\$ 518.90		\$ 448.03

DIRECTIONAL BORING	ULCS		HUSS BORING		WILLIAMS	
Directional Boring Crew Hourly Rate		\$ 580.27		\$ 491.00		\$ 589.00
Capable of boring up to 6" conduit						
Overhead Total		\$ 892.36		\$ 544.90		\$ 589.55
Underground Total		\$ 391.46		\$ 430.90		\$ 448.03
Directional Boring Total		\$ 580.27		\$ 491.00		\$ 589.00
		\$ 1,864.09		\$ 1,466.80		\$ 1,626.58



Resolution 2025-11

RESOLUTION OF THE TOWN OF PINEVILLE APPROVING THE AWARD OF A CONTRACT

WHEREAS, Electricities staff, on behalf of the Town of Pineville, solicited formal bids from vendors in accordance with the provisions of NCGS 143-129 to purchase transformers for the Miller Farm subdivision; and

WHEREAS, Lambert Cable Splicing, Inc., submitted a bid with the lowest cost for an annual contract for labor, equipment for construction of an electric infrastructure and installation for FY26, for a total price of \$1,589,791; and

WHEREAS, Lambert Cable Splicing, Inc. declares their bid is made without connection with any other person, company, or parties making a similar bid or proposal, and that the bid is in all respects fair and in good faith, without collusion or fraud; and

WHEREAS, Lambert Cable Splicing, Inc. has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that they will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders; and

WHEREAS, the Town of Pineville desires to approve the contact with Lambert Cable Splicing, Inc., that was the lowest bid;

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Pineville, NC, hereby awards the purchase of said transformers to Lambert Cable Splicing and authorizes the Town Manager to execute any and all documents necessary for the sale.

This resolution shall take effect immediately upon its adoption.

ADOPTED by the Town Council this 21st day of August 2025.

Mayor David Phillips

ATTEST:

Town Clerk Lisa Snyder



TOWN COUNCIL AGENDA ITEM

MEETING DATE: August 21, 2025

Agenda Title/Category:	MOU for Appointments to the Authority			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	The P.A.V.E. Act has timelines that have to be met within the legislation in order to be in compliance. One of those is to have the Authority up and running by January 1, 2026.			
Discussion:	Is Town Council comfortable with the process and timeline described in the MOU to appoint our member to the transportation authority?			
Fiscal impact:	None			
Attachments:	1. MOU			
Recommended Motion to be made by Council:	Approve the MEMORANDUM OF UNDERSTANDING (MOU) AMONG AND BETWEEN THE LOCAL GOVERNMENT APPOINTING AUTHORITIES FOR THE CREATION OF, AND THE APPOINTMENT PROCESS FOR, THE MECKLENBURG PUBLIC TRANSPORTATION AUTHORITY (MPTA)			

MEMORANDUM OF UNDERSTANDING (MOU) AMONG AND BETWEEN THE LOCAL GOVERNMENT APPOINTING AUTHORITIES FOR THE CREATION OF, AND THE APPOINTMENT PROCESS FOR, THE MECKLENBURG PUBLIC TRANSPORTATION AUTHORITY (MPTA)

WHEREAS, the North Carolina General Assembly and NC Governor passed and signed into law effective July 1st, 2025 Session Law 2025-39; The Projects for Advancing Vehicle-Infrastructure Enhancements (“P.A.V.E.”) Act., and

WHEREAS, the P.A.V.E. Act authorizes Mecklenburg County to create a new Mecklenburg Public Transportation Authority (“MPTA”) in Section 5.1; and

WHEREAS, the P.A.V.E. Act authorizes Mecklenburg County, the City of Charlotte, the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville (collectively the “Appointing Authorities”) to appoint members to the MPTA, and

WHEREAS, the P.A.V.E. Act requires that certain actions be taken by the MPTA by January 1st, 2026 under Section 6.2 of the P.A.V.E. Act; and

WHEREAS, the Appointing Authorities acknowledge that the NC Secretary of State’s issuance of a certificate of incorporation to create the MPTA would be contingent on the approval of a voter referendum authorized by the P.A.V.E. Act; and

WHEREAS, if a voter referendum is approved, the Appointing Authorities would need to be able to promptly appoint members to the MPTA to ensure that the MPTA can take action to meet the January 1st, 2026 deadline referenced above; and

WHEREAS, the Appointing Authorities wish to collectively agree and outline the process by which the creation of and appointments to the MPTA will be made in order to comply with the P.A.V.E. Act; and

WHEREAS, in establishing a Metropolitan Transit Authority, pursuant to G.S. 160A-903, and consistent with the legislative intent of G.S. 160A-905, it is in the public’s best interest that Authority membership reflect geographic, and community range of transportation experiences, to the extent possible, and be designed to meet the needs of the commuting public.

NOW THEREFORE, The Appointing Authorities agree to the following schedule regarding the creation of the MPTA, appointments within the P.A.V.E. Act, as well as additional agreements and processes for the appointment of members to the MPTA

SECTION 1: Legislative Language The Appointing Authorities intend to fully comply with the below approved statutory language as stated in the P.A.V.E. Act:

LEGISLATIVE LANGUAGE:

§ 160A-905. Membership; officers; compensation.

(a) The governing body of an authority is the board of trustees. The initial board of trustees shall consist of 27 members, appointed as provided in this section. For each appointment below, the appointing authority may appoint an alternate that may act in the absence of the primary person appointed. The appointments are as follows:

(1) Six members appointed by the board of commissioners of the county that created the authority. Of the members appointed by the board of commissioners, at least one member must live in an unincorporated area of the county and at least one member must have experience owning or operating a small business. For purposes of this subdivision, a “small business” is one that is independently owned and operated, not dominant in its field, and employs fewer than 100 employees on a full-time basis.

(2) One member appointed by the governing body of the municipality that has the second largest population of residents that reside in the county.

(3) One member appointed by the governing body of the municipality that has the third largest population of residents that reside in the county.

(4) One member appointed by the governing body of the municipality that has the fourth largest population of residents that reside in the county.

(5) One member appointed by the governing body of the municipality that has the fifth largest population of residents that reside in the county.

(6) One member appointed by the governing body of the municipality that has the sixth largest population of residents that reside in the county.

(7) One member appointed by the governing body of the municipality that has the seventh largest population of residents that reside in the county.

(8) Twelve members appointed by the governing body of the largest municipality in the county that created the authority as follows:

a. At least three of these appointments must be made upon the recommendation of an entity that represents business interests in the county. b. At least one of the remaining nine appointments by the governing body must be an individual that has experience owning or operating a small business as defined in subdivision (1) of this subsection.

The above Section is also governed by SECTION 6.8. If Mecklenburg County creates a metropolitan public transportation authority under Article 34 of Chapter 160A of the General Statutes, as enacted by Part V of this act, then two of the appointments made under G.S. 160A-905(a)(8)a. shall be made upon the recommendation of Charlotte Regional Business Alliance, a 501(c)(6) organization and the other appointment made under that sub-subdivision shall be made upon the recommendation of the Foundation for the Carolinas, a 501(c)(3) organization.

(9) Two members appointed by the General Assembly, one upon the recommendation of the President Pro Tempore of the Senate and one upon the recommendation of the Speaker of the House of Representatives.

(10) One member appointed by the Governor.

(b) Members of the board of trustees shall serve for terms of four years, provided that one-half of the initial appointments shall be for two-year terms, to be determined by lot at the first meeting of the board of trustees, except that the initial term of one member appointed by the General Assembly shall be for two years and the initial term of the other member appointed by the General Assembly shall be for four years to be determined by lot at the first meeting of the board of trustees. Initial terms of office shall commence upon approval by the Secretary of State of the articles of incorporation.

(c) Reserved for future codification purposes.

(c1) No elected official may serve concurrently as a member of the board of trustees. (c2) A lobbyist or an immediate family member of a lobbyist may not serve as a member of the board of trustees. The definitions in G.S. 120C-101 and G.S. 138A-3 apply for purposes of this subsection.

(d) Members of the board of trustees shall have demonstrated experience or qualifications in the areas of law, finance, engineering, public transportation, urban planning, logistics, government, architecture, or economic development.

(e) Members of the board of trustees shall reside within the territorial jurisdiction of the authority as defined by G.S. 160A-904.

(f) Every two years, the board of trustees shall elect from its membership a group of officers, which shall include a chairperson, vice-chairperson, secretary, and treasurer. An election of an officer must be by a majority vote at a meeting where a quorum is present.

(g) No trustee may serve for more than two consecutive terms on the board of trustees, but a person who has been a member for two consecutive terms may be reappointed after being off the board of trustees for a period of at least two years. An initial term that is two years or less shall not be counted in determining the limitation on consecutive terms. This limitation applies regardless of whether the appointments are made by the same appointing authority.

SECTION 2: AGREEMENT ON APPOINTMENTS. The Local Government Appointing Authorities agree that the following terms shall govern the process by which the Appointing Authorities will proceed with the trustee application process, the vetting thereof, and approval of appointments to the MPTA.

1. Each individual Local Government Appointing Authority shall work individually to determine the application process by which they receive and process Trustee applications through the normal course of their appointment process.
2. The City of Charlotte Clerk, Mecklenburg County Clerk, and appropriate City and County legal staff will work in collaboration to determine qualified applicants for consideration to serve on the MPTA. The remaining individual Appointing Authority's Attorneys and Clerks will determine the eligibility of their applicants.

3. All advisory boards and members of the current advisory system structure of the Metropolitan Transit Commission will transfer over to the new MPTA as they exist and continue to serve as they currently serve.
4. To ensure that the public interests will be represented, appointments to the authority should include those who actively ride public transportation who are impacted by the decisions of the authority. Therefore it is agreed that to the extent possible, at least one (1) of the City of Charlotte's appointments and at least one (1) of Mecklenburg County's appointments will be an individual who is otherwise qualified to serve on the Authority and who is also an active user of the current Charlotte Area Transit System with demonstrated public transportation system experience per the experience requirements outlined in Section 1 above. If no qualified applicants are available for this appointment, then the County and City shall be excused from the above requirement.

SECTION 3: PROPOSED TIMELINE ON APPOINTMENTS AND RESOLUTION REGARDING ESTABLISHING THE AUTHORITY. The Appointing Local Governments agree to the following schedule of action regarding the creation of the MPTA as well as the appointment of members to the MPTA. This schedule is for reference only and may be altered as necessary by any or all the Local Governments .

July 30th, 2025 MTC special meeting: Metropolitan Transit Commission reviews in an information only meeting to the finalized MOU

August 6th, 2025: Mecklenburg County Commission Public Hearing on the Ballot Referendum.

August, 7th – September 16th, 2025: All municipalities to review and vote on this MOU for approval.

September 3rd, 2025: Mecklenburg County Commission vote to Notice a Public Hearing and place said Public Hearing on the calendar for September 16th, 2025 to hear public comments and vote to establish the MPTA.

September 16th, 2025 Mecklenburg County to hold Public Hearing and Vote on Resolution for Establishment of the MPTA and trustee application process. Mecklenburg County will be the final voting entity granting approval of this MOU.

September 17th, 2025: Application period opens for trustee appointments to the MPTA

September 17th 2025 – November 7th, 2025: Application Period for Appointments to the Authority.

November, 8th 2025 – December 12th, 2025: Trustee appointments will be made to the Authority by the Local Government appointing Authorities from the approved lists made by the Attorneys and Clerks.

By December 31st, 2025: Authority is convened for the limited purpose of approving the required initial reports to the General Assembly.

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APPROVED AND EXECUTED BY THE BELOW APPOINTING AUTHORITIES OF THE
MPTA

CLERK

MECKLENBURG COUNTY CHAIRMAN

CLERK

MAYOR OF CHARLOTTE

CLERK

MAYOR OF CORNELIUS

CLERK

MAYOR OF DAVIDSON

CLERK

MAYOR OF HUNTERSVILLE

CLERK

MAYOR OF MATTHEWS

CLERK

MAYOR OF MINT HILL

CLERK

MAYOR OF PINEVILLE



Department Update

PUBLIC WORKS

To: Town Council
 From: Chip Hill
 Date: August 1, 2025
 Re: Public Works Updates

Johnston Drive Alignment: Completion of the unforeseen utility relocations for Power, Gas, & Communications in phase 2 area of the project have been completed. Storm drainage work has continued as of this week. Currently we are projecting the storm drainage system to be completed in approximately 2 weeks. After which we expect rough grading to be the next major item to take place.

Sidewalks on S. Polk: The sidewalk is complete except minor punch list items. The punch list has been sent to the contractor for completion of the items identified.

Main Street Crosswalks: Status unchanged. The goal is for this project to be funded with sales tax revenue.

Parkway Crossing: As-builts are in for review with the county and the pipe work should be nearing completion in a few weeks.

Preston Park: Prefinal complete. Repairs are happening and will be inspected prior to the final lift of asphalt being put down.

McCullough: Town engineer and Mecklenburg County met with ESP and Pulte, to discuss the pipe videos for McCullough. Pulte said that all the pipe repairs and follow-up videos are done, and ESP is trying to help them compile and certify the reports. Due to the size of the project with over 120 pipe segments, they will submit the reports in phases by plat and/or pipe system. We expect to receive these reports in the coming weeks.

Miller Farms: Project progressing. Proof rolls are ongoing for roads. Storm drainage is going in per the PLDS process. All work here is following the process and things are working well. The majority of the roadways have been paved, and vertical building will be happening soon.

Chadwick Park: No repair work has been started. All ramps with the exception of Childers and Johnston will need to be in per current standards. Mecklenburg County walked ADA ramps and other sections of the neighborhood with paving contractor on 3/13/2025 to go over the scope of work on site. A new prefinal will need to be done as we are past the time limit for the neighborhood. Bond fees have been paid, but not the reinspection fees. We have requested this be done and prefinal be scheduled again.

Coventry: Due to the lack of density reporting on the storm drain system installation, an onsite meeting occurred. Resolution will be bonding all of the work and not reducing bonding amounts. The developer has not yet started work. Mecklenburg County is waiting to get the bonds in place to release them for the work.

Carolina Logistics Park: Site is approved for Town takeover. Speed signs have been installed. The developer has been given instruction on that process and will work with the Town to complete takeover. Developer is also going to be installing no parking signs along the road.

Storm Drain Video Camera: Public Works has made videos of approximately 1620 linear feet. The department is still working with the vendor for training. Training staff is a very detailed process. The equipment is working as designed, productivity will increase as staff becomes more familiar with implementation of the process to benefit the Town.

*see attached spreadsheet of easement permits issued/pending FY 2026

PERMITS ISSUED/PENDING**COMPANY****Fiscal Year 2026**

Charlotte Water/Zach Pellicone
Segra/Tyler Figaro/Teresa Cartee/TEP Group
Comporium/Utility Design/Bryce Laws

LOCATION

10249 Park Cedar Drive
9120 Willow Ridge Rd/Goodsell Ct
10215 McIntyre Ridge Rd (from Meck Cty Line)

STATUS PERMIT NO

Issued PW20250708PARKCEDAR10249
Issued PW20250708WILLOWRIDGE9120
Issued PW20250718MCINTYRERIDGE10215

July

2025

We are having a wonderful summer with our summer camp children. Kids are enjoying games and trips to Carowinds. This month special field trip has led us to Spare Time to bowl, trip to Discovery Place, Defy Trampoline Park and Lazer Tag. Kids are enjoying crafts, games, and even our own little field day field with wetness and fun. Our Rock'n & Reel'n series hosted On the Border on July 11 and families enjoyed Little Giants on our movie night. Jack Hughes continued to host weekend tournaments and the Pineville Porcupines throughout the month.



July

2025



July

2025



July

2025

General Programming – Belle Johnston

Pickleball: Open Pickleball times are Mondays and Friday from 9am-12pm and Wednesdays from 1:30pm-4:30pm. 40 participants

Karate: They hold classes on Wednesdays. 50 participants

Cookie Decorating - 14 participants

Sound Bath Meditation Class - 12 participants

Summer Camp – 5 weeks – 250 participants

Pottery Workshop – 20 participants

Paint Class – 15 participants

Lake Park

Bootcamp with Lia – Bootcamp meets 5:45am – 6:45am M/W/F in Lake Park. 60 participated

Tai Chi – Thursday evenings and Saturday mornings – 11 participants

Storytime in the Park – Wednesdays – 111 kids/92 adults

The Hut

Senior Fit – Senior Fit takes place at the Hut M – Thursdays. 150 participants

Yoga – 45 participants

July

2025

Facility Rentals

The Hut: 2 Rentals

The BJCC Dining Room: 4 Rentals

Large Shelter: 9 Rentals

Medium Shelter: 17 Rentals

Tot Lot at Lake Park: 3 Rentals

Shelter 1 at JH: 1 Rentals

Shelter 2 at JH: 1 Rentals

Shelter 3 at JH: 1 Rentals

Jack Hughes

Youth Athletics

No youth athletics in July. Youth soccer & volleyball registration started on July 1st.

Adult Athletics

No adult athletics in July. Adult basketball registration started on July 1st.

Jack Hughes Tournaments/Special Events

No tournaments in July.

Baseball Field Usage

On Deck finished their seasons in July.

The Pineville Porcupines ended their season on July 25th. They had 13 home games in July.

Multipurpose Field Usage

The Red Wolves Hurling Club ended their season in July for hurling practice.

Social Media

Facebook

Post Reach: 1,386

Views: 42,386

Total Page Followers: 6.6K

New Follows: 86

Total Like: 5K

Instagram

New Followers: +38

Total Followers: 3,723

July

2025

Park Maintenance Update

Lake Park

Cut weekly
Monthly building
Vehicle inspections
Removed graffiti medium shelter
Spray weeds as needed
Overseen 2 trees cut on large shelter entrance
New tires for Kubota cart
Reported Sump pump issues at the stage
Added pond dye for algae
Sprayed copper sulfate for algae
Replaced broken boards on bridge
Trimmed shrubs around the Belle

Hut

Cut weekly
Spray weeds as needed
Monthly building inspection
Trash Removal

Jack Hughes

Monthly building
Vehicle inspections
Weekly mowing
Field prep as needed
Cut fields weekly
Aerated all fields
Adjusted irrigation
Fertilized all fields
Top-dressed field 3 with 40 tons of sand
Overseen sod renovation
Flagged all irrigation heads
Irrigation repair main line on field 4
Repaired drag
Equipment maintenance as needed
Cut out sod lip on field one and rolled infield
Cleaned out storage room to be used as equipment room for Erin
Picked up new top dresser from STI
Trimmed shrubs at the stadium

July

2025

Town hall/ PD

Daily check

Fountain maintenance/ chemicals/ cleaning

Dried out pump room after water backed up from sump pump

Had electrician look at sealing GFI properly

Irrigation line repair

Adjusted irrigation

Dog Park

Had 3 dead trees removed by contractor

Picked up limbs as needed



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: 8/6/2025

Re: Human Resources Monthly Report

Ryan,

Enclosed is the Human Resources Department Monthly Report for the month of July 2025.

New Hires:

Jawan Jones, Police Officer Trainee (B.L.E.T.)
Charles Virden, Police Officer Trainee (B.L.E.T.)
Emma-Claire Zecchini, Police Officer Trainee (B.L.E.T.)
Skyleen Alvarez, 911 Telecommunicator

Resignation/Termination:

Eleazer Lopez, Police Officer

Retirements:

none

Transfers:

none

Promotions:

none

Current Openings:

Police Officer: 2 openings for lateral hire
911 Telecommunicator, 1 in final offer stage

Departmental Update:

Employee Appreciation and events:

We held our second Destress and Refresh event Thursday, July 17th which was well received again. We plan to offer this opportunity about three times throughout the year.

Employees and their guests will be joining in the Town Takeover of the Charlotte Knights game night 8/13/2025. We were able to secure two blocks of discounted tickets. The Town contributed to the cost of the already discounted tickets to make them affordable for everyone.

We have begun planning the Trunk or Treat employee participation for October 25.

Recruiting:

We are seeking two experienced Police Officers. We also have a full slate of those attending B.L.E.T. classes that began in June and July.

Performance Evaluation

The annual performance reviews for everyone except the sworn Police Officers are in progress. Results will be analyzed the 3rd week of August in preparation for associated merit pay increases the first of September. Sworn police staff continue to receive their evaluations on their anniversary date throughout the year. Staff are scored on the last year's goal achievement, and competencies, and are assigned goals for the next year.

Wellness:

We held our second Destress and Refresh event Thursday, July 17th. The next de-stress mini-event hosted by human resources is planned in November. This is a time for staff to intentionally decompress and learn relaxation and stress relief techniques and resources. We plan to host an event about 3 times per year.

We continue to issue reimbursements to employees through the wellness benefit which rewards and encourages healthy living (physical, financial and lifestyle wellness). Budgeted wellness dollars reimburse employees for approved expenses in these categories. They can each claim up to \$600 of reimbursement during the benefit/fiscal year. This has been a popular program, therefore we have continued it this year. This encourages the staff to take care of themselves, which also benefits the Town in many ways from lower turnover, higher productivity and less missed work, as well as lower medical claims.

We are also planning a new employee resource group that will be formed to get employee feedback and ideas for wellness and appreciation needs and ideas. Representatives of each employee group would meet once a month to develop plans for both wellness and appreciation and how best to communicate and involve all staff. Various staff have shown interest in different wellness initiatives, so this group will focus on finding out what is top priority for our staff.

Safety:

We had one small incident in July. Our safety captains and field supervisors have been trained in handling extreme heat conditions. They have protocols and preventive measures in place. Employees also have been trained to keep an eye out for each other and what to look for in someone experiencing complications from heat exposure. The hearing test van will be here in September to conduct annual hearing tests for those who operate equipment that can affect their hearing.

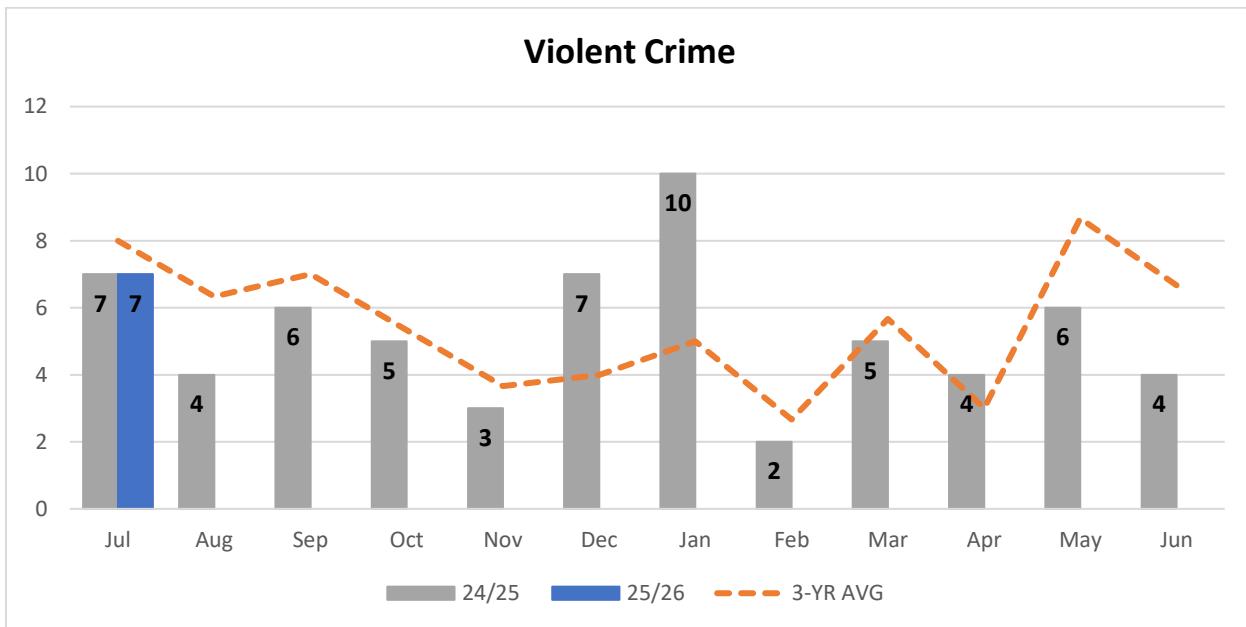


PINEVILLE POLICE DEPARTMENT

MONTHLY REPORT

July 2025

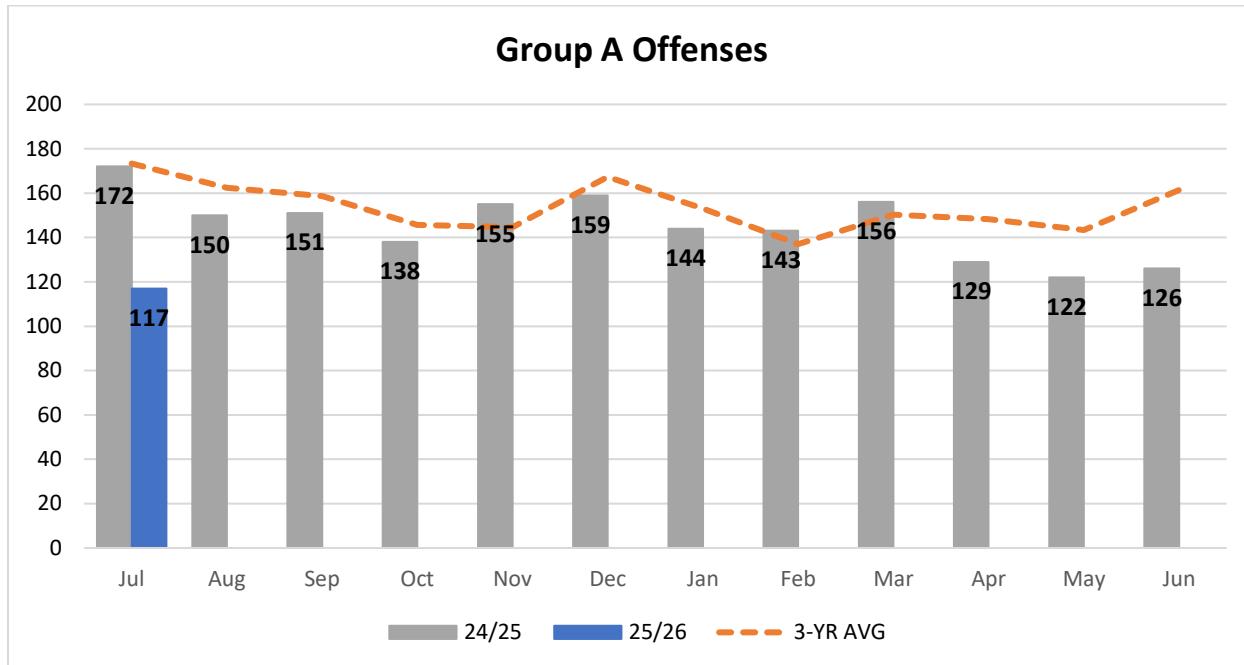
Violent Crime



Comparison to Jul 24 to Jul 25: 0%

Comparison to Jul to Jul 3-Year Average: -13%

Group A Crime (All Crime)



* data is subject to change; unfounded removed

Comparison to Jul 24 to Jul 25: -32%

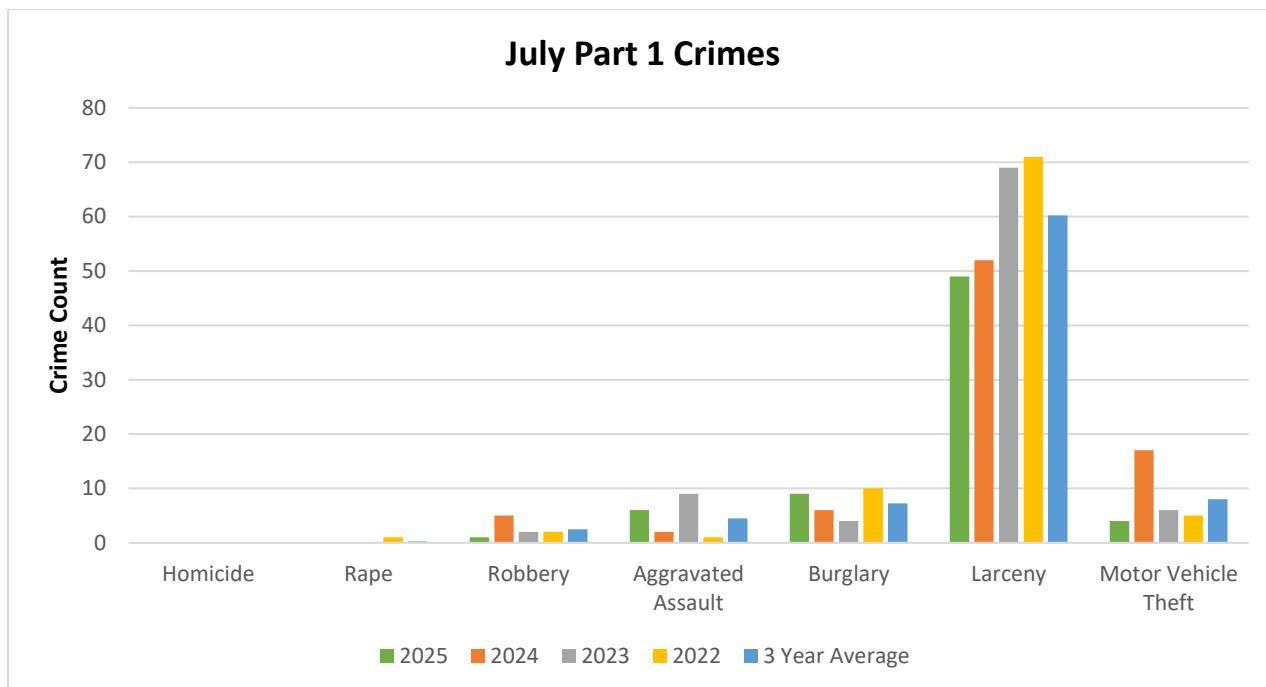
Comparison to Jul to Jun 3-Year Average: -33%

Monthly Crime Statistics

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

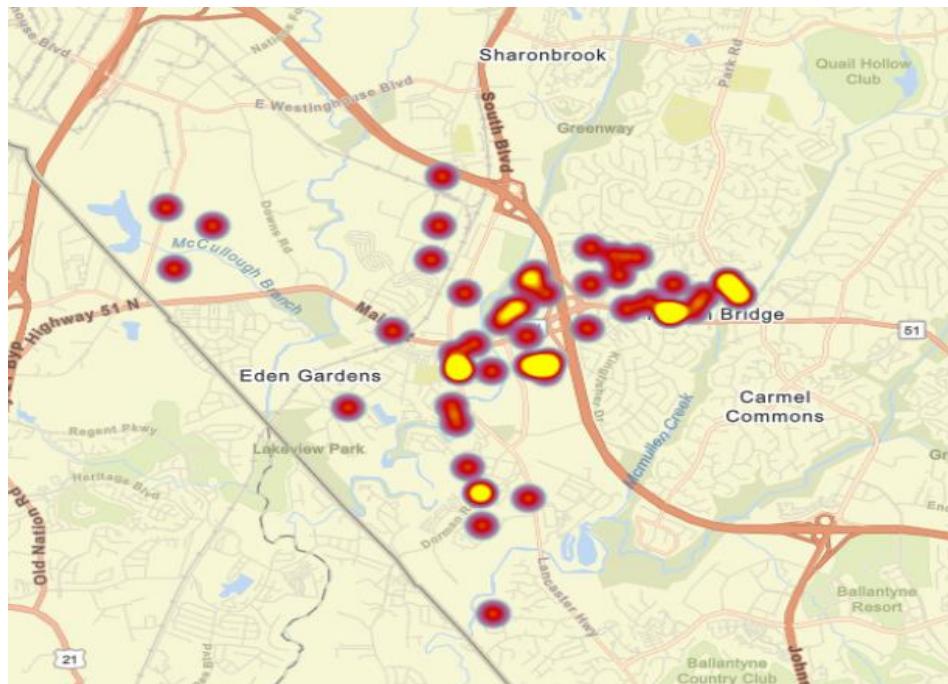
July Crime Stats						
Part 1 Offenses						
	2025	2024	2023	2022	3 Year Average	ETJ
Homicide	0	0	0	0	0	0
Rape	0	0	0	1	0	0
Robbery	1	5	2	2	3	0
Aggravated Assault	6	2	9	1	5	0
Burglary	9	6	4	10	7	0
Larceny	49	52	69	71	60	2
Motor Vehicle Theft	4	17	6	5	8	0

* ETJ statistics included in total number of offenses



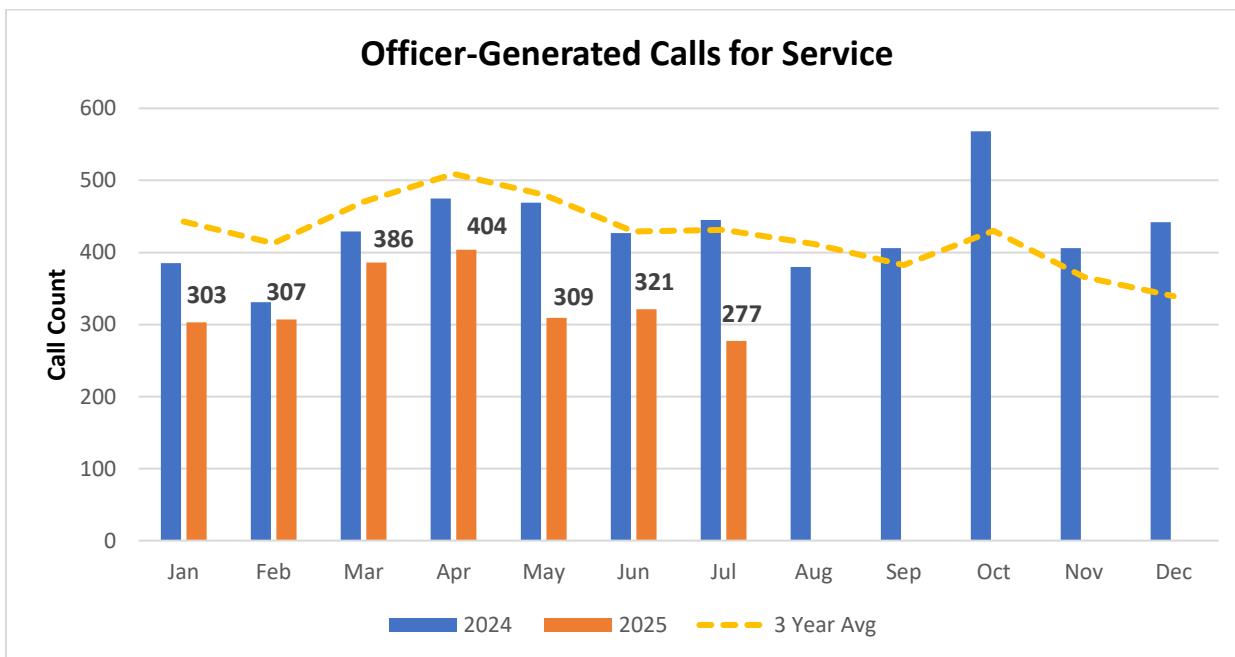
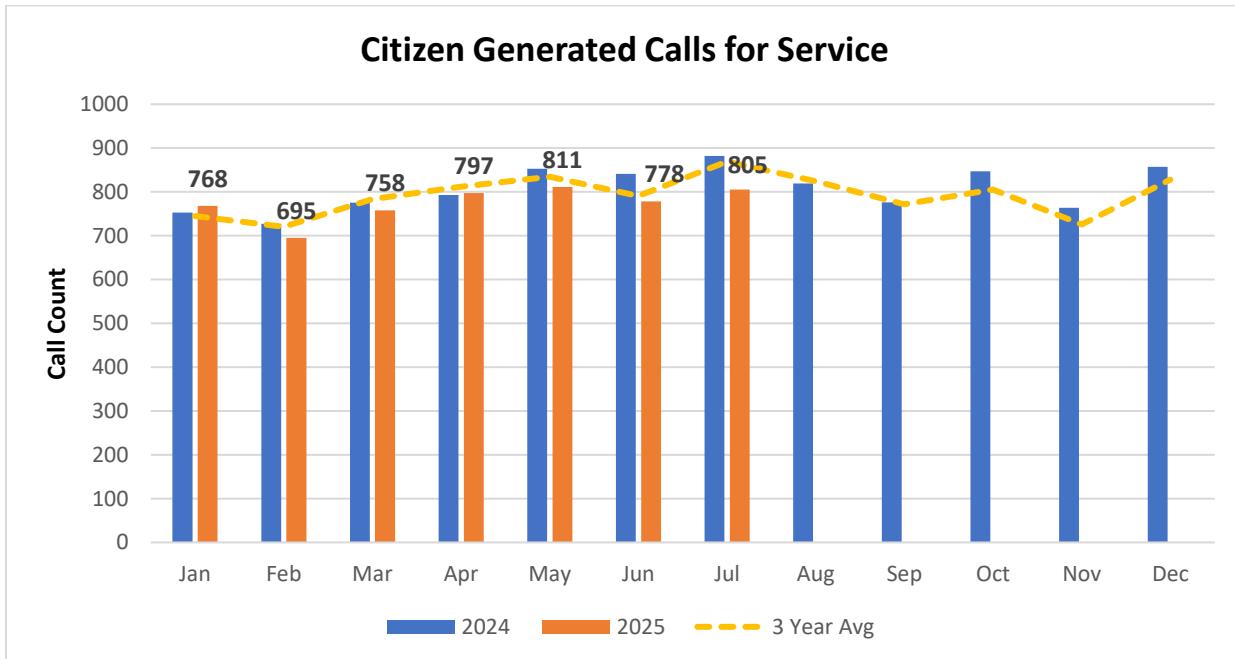
Top 5 Crimes Mapped

The following is a heat map that shows our usual top 5 crimes (shoplifting, theft from motor vehicle, all other larceny, burglary, and motor vehicle theft). The brightest of the hot spots are Carolina Place Mall, Food Lion, Family Dollar, and Sam's Mart. Smaller hot spots include Lowe's and 1290 Dorman Rd.

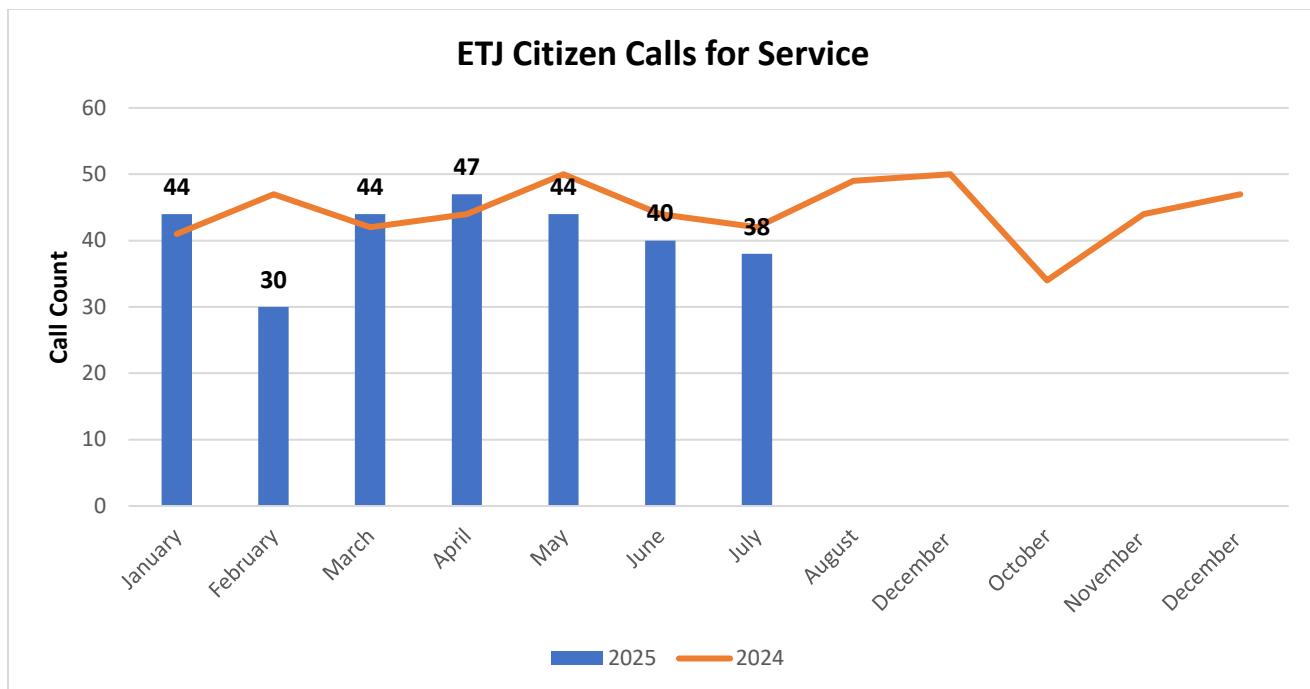


Calls for Service

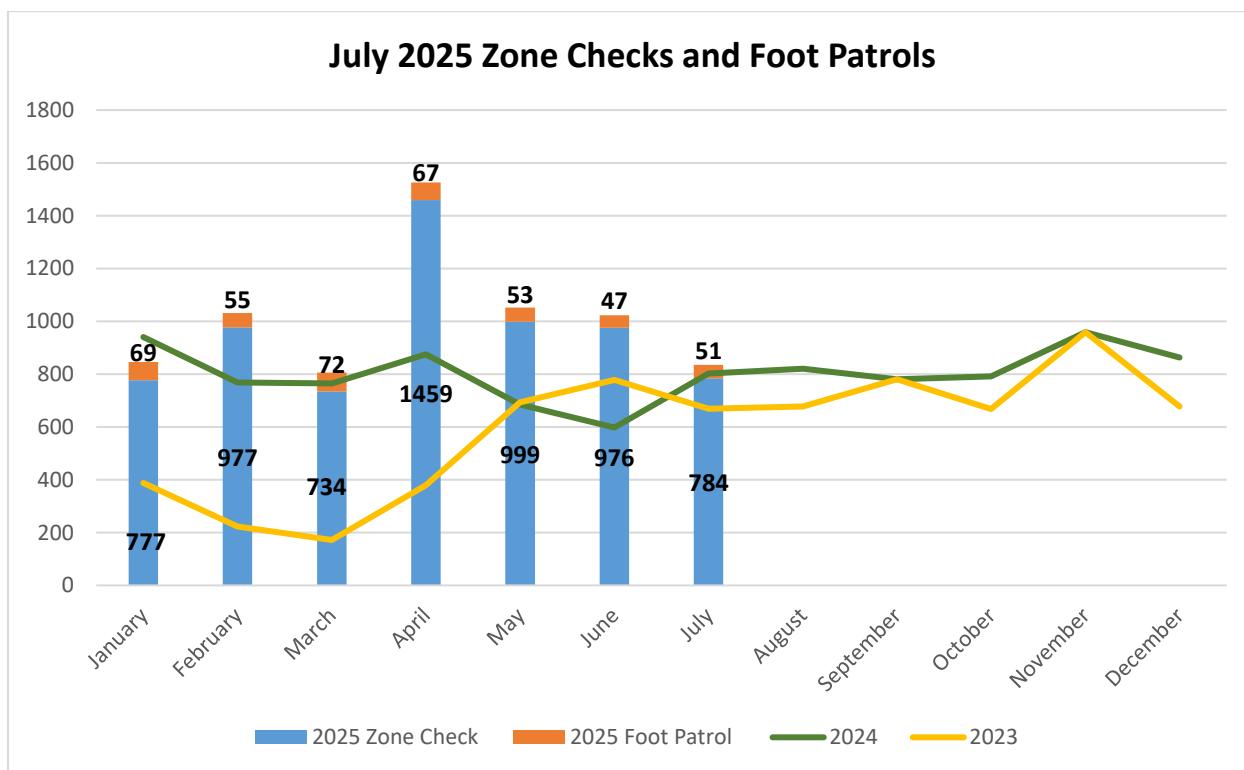
The graphs below display the number of calls for service in comparison to previous months, year, and 3-year average. The first graph is citizen-generated calls. The second graph is officer-generated calls. The final graph is the ETJ.



*zone checks and foot patrols removed



Zone Checks and Foot Patrols



July Traffic Enforcement

Traffic Enforcement Type and Dispositions

Enforcement	Count
Traffic	151
Citation Issued	29
Warning	108
Report Taken	5

*Officer Generated Stops

Locations of Traffic Enforcement

Location	Count
PINEVILLE-MATTHEWS RD	39
POLK ST	26
MAIN ST	19
CAROLINA PLACE PKY	8
PARK RD	6
COMMERCE DR	4
PARK CEDAR DR	3
MCMULLEN CREEK PKY	3
CENTRUM PKY	3
ROCK HILL-PINEVILLE RD	3
PINEVILLE RD	2
WILLOW RIDGE RD	2
INDUSTRIAL DR	2
CRANFORD DR	2
LOWRY ST	2
LEE ST	2
JOHNSTON RD	2
ALBEMARLE RD	1
EXTENDED STAY ACROSS FROM WALMART	1
JACK HUGHES LN	1
TOWNE CENTRE BLVD	1
PINEVILLE MATTHEWS RD/ JOHNSTON	1
CHURCH ST	1
PINEVILLE-MATTHEWS RD/JOHNSTON RD	1

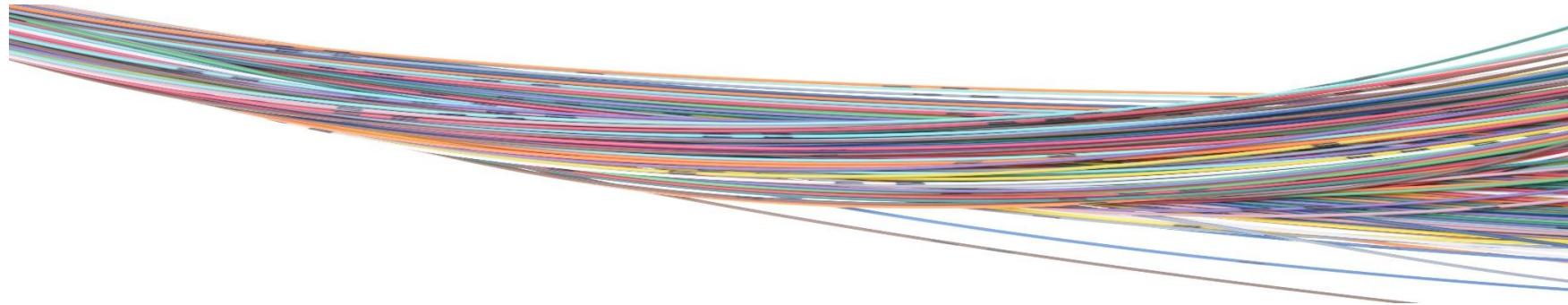
BLUE HERRON	1
JOHNSTON DR	1
CONE AVE	1
PARKTON RD	1
51 @ MARFIELD LN	1
I-485 OUTER HWY	1
CROOKED STICK PL	1
PINEVILLE-MATTHEWS RD NEAR OUTBACK	1
MILLER RD	1
INDUSTRIAL DR/EMMETT DR	1
MORROW AVE	1
ROCK HILL-PINEVILLE RD/JACKS LN	1
N/A	1
DOVER ST/LYNDON STATION DR	1
485 OL -- ON RAMP	1
LAKEVIEW DR	1

Grand Total	151
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July Community Engagement

- Meeting with State representative for Co-Responder grant
- Car seat event with safe kids 7/7
- Walkabout at mall 7/10
- Bingo at Laurels 7/11
- Concert at the Park 7/11
- Bingo at Haven 7/14
- Two car seat checks 7/15
- Walkabout at 7/17
- Hope Soccer event at Moments of Hope Church 7/20
- Two car seat checks 7/21
- Walk About with Chief at Chadwick Park 7/22
- Safety Meeting 7/23
- Tour of PD for two families 7/23
- Facebook Live 7/24

- Drive by cookout, Adam Day for autistic son 7/27
- Conflict Resolution at library for youth group 7/30
- Two homeless referrals to Allison and Hearts for the Invisible 7/31
- Tour of PD by some residents from The Laurels 7/31



Pineville Communications Systems

Internet Results for Month Ending 7-31-2025

Revenue Area		Start Quantity	New Services Added	Disconnects	Ending Quantity
ILEC	Residential	514	2	-9	507
	Business	83	0	-1	82
CLEC	Residential	608	5	-4	604
	Business	24	0	0	24
	Total	1229	7	-14	1217



100M to 1Gig Speed Offering Take Rate

Speeds	Beginning of JULY 2025		Ending of JULY 2025		Net Difference
	ILEC	Residential	ILEC	Residential	
100M		32		32	0
200M		5		5	0
300M	237		231		-6
400M		8		8	0
600M	60		62		2
1GIG	139	27	137	27	-2
	508		502		-6

Speeds	CLEC		CLEC		Net Difference
	Residential	Business	Residential	Business	
100M		6		6	0
200M		3		3	0
300M	206		205		-1
400M		2		2	0
600M	92		94		2
1GIG	201	11	200	11	-1
	521		521		0
			TOTAL		1023

*Total Internet Customers is 1217 for the end of JULY with a total of 1023 customers suscribing to over 100M = 83%



Line Counts for JuLY 2025

Revenue Area	Start Quantity	New Services Added	Disconnects	Ending Quantity
ILEC	Residential 95	0	-2	93
	Business 256	0	-2	254
CLEC	Residential 79	0	0	79
	Business 31	0	0	31
Total	461		-4	457

Department Update



To: Town Council
From: Travis Morgan
Date: 8/21/2025
Re: **Town Planning Updates**

PLANNING:

Residential Development: Miller Farm and Coventry progress. Possible return of 606 N. Polk Townhomes proposal.

Lancaster CDBG Sidewalk: completing final accounting for part 1 design and awaiting completing of part 2 construction to complete the project.

Office building: New possible office building 10425 Goodsell Court.

9540 Rodney: Euroline warehouse complete

CODE ENFORCEMENT:

Grass: 426 Park Av 121 Olive 201 Towne Centre 10409 Osprey 1101 Boatright 258 Eden 245 Eden 301 Parklake 707 Johnston Dr 907 Hill 117 Olive 10015 Lee 9540 Rodney 454 Cranford 10201 Sam Meeks 11502 Wilson Mill 11725 Carolina Place 9939 Lee 10903 Rail Tye 10905 Rail Tye 11313 Treebark 422 James 420 James	Dumpster: 323 Main St 10860 Park rd Lighting: 10330 Stineway 10334 Stineway Fence: 260 Eden Commercial Vehicle: Sam Meeks Rd(x2) 11715 Carolina Place	Parking on the lawn: 120 Olive 918 lakeview 1100 Cone 104 Juanita 114 Parklake Signs: 12821 Meadow Creek 123 Main 702 N Polk 333 Main 9915 Park Cedar Community Appearance/Junk Vehicle: 10707 Copperfield 12710 Ballyliffin 10015 Lee 10725 Copperfield 114 Parklake 1011 Boatright 9939 Lee 9931 Lee Parcel ID: 22109112 12935 Dorman Rd 10729 Park Rd
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September

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Labor Day	2	3	4	5	6
7	8 Council Mtg 6:30 pm	9	10	11	12	13
14	15	16	17	18	19	20
21	22 Work Session 6:00 pm	23	24	25	26	27 Annual Fall Community Yard Sale

Item 22.