



TOWN COUNCIL
TOWN HALL COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 09, 2025 AT 6:30 PM

AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag (CM)

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. - August 21, 2025 Town Council Meeting
- August 25, 2025 Work Session

AWARDS AND RECOGNITION - *None*

BOARD UPDATES

2. Charlotte Water (*Angela Charles, Director*)
3. Hazard Mitigation Report (*Chief Robert Graham, Deputy Director*)

CONSENT AGENDA

4. Proclamation for Constitution Week
5. Proclamation for Public Power Week
6. Resolution 2025-14 Declaring Surplus Items for Sale
7. Resolution 2025-15 Authorizing Advertisement of Bids Electronically

PUBLIC COMMENT

PUBLIC HEARING - *None*

OLD BUSINESS

8. Middle James Brewery Conditional Site Plan (*Travis Morgan*) - ***ACTION ITEM***

NEW BUSINESS

- 9. Budget Amendments (*Chris Tucker*) - **ACTION ITEM**
- 10. Approval of Additional Funds for FY 25-26 Paving (*Chip Hill*) - **ACTION ITEM**
- 11. Process for Appointments for Transit Authority (*Ryan Spitzer*) - **ACTION ITEM**
- 12. Cone Mill PSA Amendment (*Ryan Spitzer*) - **ACTION ITEM**
- 13. DRB CIAC Reduction & Fee (*Ryan Spitzer*) - **ACTION ITEM**
- 14. Highline Downtown Development (*Ryan Spitzer*) - **ACTION ITEM**

MANAGER'S REPORT

MONTHLY STAFF REPORTS

- 15. Public Works

PD

Parks & Rec

PCS

HR

Planning & Zoning

CALENDARS FOR COUNCIL

- 16. October

CLOSED SESSION - *None*

ADJOURN

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

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 AUGUST 21, 2025

CALL TO ORDER

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

Mayor: David Phillips

Mayor Pro Tem: Ed Samaha

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

PLEDGE ALLEGIANCE TO THE FLAG

Council Member Danielle Moore led everyone in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor David Phillips asked for a moment of silence for two Pineville residents, Jim Powell who lived on Juanita Drive, and Max Fishlove, who was a volunteer firefighter with the Fire Department.

ADOPTION OF AGENDA

Council Member McDonough made a motion to adopt the agenda with a second was made by Mayor Pro Tem Samaha. All ayes. (Approved 4-0).

APPROVAL OF MINUTES

The Minutes of the July 8, 2025, Town Council Meeting and the July 28, 2025, Work Session were submitted for approval.

Council Member Stinson-Wesley moved to approve the minutes as presented with a second made by Council Member Moore. All Ayes. (Approved 4-0)

AWARDS AND RECOGNITION

Pineville Neighbor's Place Chair, Paul Claiborn, and Board Member Beth Kirby presented a plaque of appreciation to the Town of Pineville. Through our financial support, the Town's partnership has enabled the provision of thousands of dollars to our neighbors in need. PNP will celebrate its ten-year anniversary in March of 2026.

Captain Galuski introduced the Town's new Co-Responder, Allison Pastirik. She comes to us with a strong background with over eight years of law enforcement experience and seven years in crisis response. She is a licensed clinician/clinical social worker. Ms. Pastirik will be working with the Pineville Police Department assisting individuals with homelessness, family conflict, mental health challenges and substance abuse crisis.

BOARD REPORTS

CRTPO. Wil Snyder and Merritt McCully gave a presentation. Council Member Stinson-Wesley is the Pineville representative on the board. Mr. McCully began by explaining how the program began. CRTPO covers 1,560 square miles and includes a 1.5 million population. Its membership includes 21 Towns and 3 counties. This board includes the Comprehensive Transportation Plan (50 years+ plan), the Metropolitan Transportation Plan (20 years + plan), and the Transportation Improvement Program (10-year + plan). Their public comment period begins August 21, 2025, until September 19, 2025. Information can be found on their website.

Will Snyder outlined the Discretionary Grants Program. Discretionary funds support projects that improve the community's transportation system. CRTPO manages and allocates \$30 million annually. Mr. Snyder shared their 2025 Fall Discretionary Project Call Schedule. The Beyond 77 Implementation was discussed. This is a 2-year study identifying recommendations to improve network operations surrounding the I-77 corridor.

CONSENT AGENDA

Mayor Phillips asked for approval of the Consent Agenda item which consists of a Resolution 2025-12 for Surplus Items and the 2026 Holidays Schedule.

Council Member Stinson-Wesley moved to approve the Consent Agenda with a second provided by Council Member Moore. All ayes. (Approved 4-0)

PUBLIC COMMENT

Robert Weston Woods, 121 Olive Street, Pineville. Mr. Woods shared his concerns about parking on Olive Street. He stated that traffic flow is a hazard.

PUBLIC HEARING

Nazarene Church Conditional Site Plan Amendment (Travis Morgan). Mayor Pro Tem Samaha moved to enter the first Public Hearing with a second made by Council Member Moore. All ayes.

Mr. Morgan advised that Aaron Horton, on behalf of the Pineville Church of the Nazarene as Pastor, is requesting consideration for a conditional zoning plan to adjust the sidewalk width. The proposal provides pedestrian walkability and the 6-foot-wide sidewalk along Hwy 51 is consistent with the sidewalk widths in the area and with the sidewalks NCDOT is planning to add as part of the Hwy 51 Improvement project.

Council Member Moore moved to leave the first Public hearing with a second made by Council Member McDonough. All ayes.

Middle James Brewery Conditional Site Plan Amendment (Travis Morgan). Council Member Stinson-Wesley moved to enter the second Public Hearing with a second made by Council Member Moore. All ayes.

Mr. Morgan stated that Michael Smoak, of Middle James Brewery, is requesting consideration of year-round tents at their location of 400 N. Polk Street. The applicant agrees with the prior request to have no-smoking in the tents. Mayor Phillips'

concern is that he does not want to see tents all over town. Mayor Pro Tem Samaha wants the tents to be maintained as this area is a gateway to the town. He would like to see a more permanent structure in the future. Staff recommends the proposal with flexibility in tent size in harmony with permitted maximum outdoor area and no-smoking requests.

Council Member Stinson-Wesley moved to leave the second Public hearing with a second made by Council Member Moore. All ayes.

Carolina Logistics Road Acceptance (Travis Morgan). *Council Member Stinson-Wesley moved to enter the third Public Hearing with a second made by Council Member Moore. All ayes.*

Mr. Morgan stated that John Core, of Beacon Partners, is requesting approval to formally accept the constructed Carolina Logistics Drive as a public town roadway and release the construction bond in favor of the 1-year maintenance bond. Carolina Logistics Drive is part of the adjacent Beacon Partners Development and construction of that project has been completed. Beacon Partners have requested to have the current Construction Bond released and replaced with a one-year Roadway Maintenance Bond.

Council Member McDonough moved to leave the third Public hearing with a second made by Council Member Stinson-Wesley. All ayes.

Peddler Ordinance Review (Ryan Spitzer). *Council Member McDonough moved to enter the last Public Hearing with a second made by Council Member Stinson-Wesley. All ayes.*

Mr. Spitzer stated Town Council previously voted to not allow solicitation in Pineville. The change to this Ordinance has necessitated a revision to Section 111.02 Sales of Goods on streets; Peddlers. The proposed ordinance changes list everything that they'll have to have to be in compliance, which includes that peddlers will have to obtain a permit from the Town prior to selling or distributing items, unless associated with a Town-sponsored event; peddlers will only be allowed to set up in public-owned areas; hours of the week will be 8am to 5pm; the cost of the permit will range from \$10/day or \$50/week; and the permit will last up to a week but no more than 24 per year Mayor Phillips addressed the issue of ice cream trucks operating in town, clarifying that those driving through do not require a permit. However, trucks that remain stationary must obtain one. Council Member Moore agreed.

Council Member Stinson-Wesley moved to leave the last Public hearing with a second made by Council Member Moore. All ayes.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Appointment of Tax Collector (Ryan Spitzer). Each year we must appoint a tax collector. Mecklenburg County's Tax Collector collects approximately 99% of the taxes for the Pineville annually.

Mayor Pro Tem Samaha moved to appoint Mecklenburg County as Tax Collector, with a second provided by Council Member Moore. All ayes. (Approved 4-0)

Bond Order for Revenue Bond Debt Issuance (Chris Tucker). Mr. Tucker stated that the Town needs to issue a revenue bond debt of \$7.25 million to fund the components and construction of Delivery 4 (new substation). Davenport issued a Request for Financing Proposals to banking institutions last month and received the results June 19th. Council chose Trust's 15-year, 4.29% proposal at the July 8, 2025, Council meeting. The LGC approved our financing proposal at their August 5, 2025, meeting. The Bond Order is the important final step before closing and confirms all commitments and covenants authorizing parties of the bonds through General and Series Trust indentures.

Mayor Pro Tem Samaha moved to approve the Bond Order for Revenue Bond Debt Issuance with a second made by Council Member Stinson-Wesley. All hands of Council were raised in favor. All ayes. (Approved 4-0)

Discussion of Maintenance Bonds vs Performance Bonds (Ryan Spitzer). Mr. Spitzer and Town Attorney Janelle Lyons discussed Maintenance Bonds and Performance Bonds. 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. Staff is proposing changing the language in the Subdivision Ordinance to reflect what is allowed by State Statute. Attorney Lyons said that she will keep Council updated. Mayor Pro Tem Samaha suggested the word "warranty." Council Member Stinson-Wesley would like us to be in-line with the League and their use of similar language.

Council Member Stinson-Wesley moved to approve the continued discussion of the maintenance bonds as well as changing the text regarding the bond itself with a second made by Council Member Moore. All ayes. (Approved 4-0)

Nazarene Church Conditional Site Plan Amendment (Travis Morgan). Council Member Moore moved to approve the Conditional Site Plan Amendment followed by a second made by Council Member McDonough. All ayes. (Approved 4-0)

Middle James Brewery Conditional Site Plan Amendment (Travis Morgan). Town Manager Spitzer noted that the applicant wasn't at the meeting and since we made some changes, we need to have time to present the changes to him.

Council Member Stinson-Wesley moved to table this until the September Council meeting with Council Member Moore providing a second. All ayes. (Approved to Table 4-0)

Carolina Logistics Drive Road Acceptance (Travis Morgan). Mayor Pro Tem Samaha moved to accept Carolina Logistics Drive as a town roadway with a second made by Council Member Stinson-Wesley. All ayes. (Approved 4-0)

Peddler Ordinance (Ryan Spitzer) Council Member Moore moved to approve the Peddlers Ordinance with the addition of the mobile vs stationery, with a second made by Council Member Stinson-Wesley. All ayes. (Approved 4-0).

Resolution 2025-13 for Approval of Mecklenburg County's Hazard Mitigation Plan (Ryan Spitzer). The 2025 Multi-Jurisdictional Hazard Mitigation Plan update has been approved. The final part of the process is the approval by all eight jurisdictions.

Council Member McDonough moved to approve Resolution 2025-13 for Approval of Mecklenburg County's Hazard Mitigation Plan, with a second made by Council Member Moore. All ayes. (Approved 4-0)

Award of Contract to Lambert's Cable Splicing and Resolution 2025-11 Approving the Award of Contract to Lambert's Cable Splicing (David Lucore). Mr. Lucore stated that they received six bids and Lambert's came in as the lowest bid. His recommendation is to award them the contract in the amount of \$1,589,791.00, not to exceed.

Mayor Pro Tem Samaha moved to approve the Award of Contract to Lamberts Cable Splicing in the amount not to exceed of \$1,589,791.00, and the Resolution 2025-11 with a second made by Council Member McDonough. All ayes. (Approved 4-0)

Memorandum of Understanding Among and Between Local Government for MPTA (Ryan Spitzer). Mr. Spitzer said that we are the fourth municipality to review the P.A.V.E. Act. The other municipalities that have looked at it have adopted it. It 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. Our appointment is contingent on the passing of the referendum.

Council Member Stinson-Wesley moved to approve the MOU with a second made by Mayor Pro Tem Samaha. All ayes. (Approved 4-0)

MANAGER'S REPORT

Town Manager Spitzer reported that the last movie of the summer is this Friday, Mufasa. The August Work Session will be held on Monday night. He gave updates to the following projects: Greenway at McCullough – Asphalt is being put down today with the final grading and lights. September 3rd being the final walk-through and punch list and were are anticipating the ribbon-cutting will be on September 4th at 2:00 pm.

Johnston Road and Childers Lane realignment: it is expected to be complete in the next few days with landscaping and other above-ground items as long as there's no rain. It should be officially completed in late September to early October with the old traffic lights removed and the new traffic lights installed. Most of the work is to be done overnight so it does not interrupt the traffic in the area.

Mr. Spitzer reported that Parks and Rec Soccer numbers have increased for Youth/5 to 345 people participating this year with 35 teams. Kudos to Matt and Erin's team to getting that up and running. For volleyball, there are two age groups, with 4 teams, it has increased to 82 people. Adult Basketball has 7 teams this year. They're doing a lot of good work in Parks and Rec.

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 8:00 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, AUGUST 25, 2025 @ 6:00 PM TOWN HALL COUNCIL CHAMBERS

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, August 25, 2025 @ 6:00 p.m.

ATTENDANCE:

Mayor: David Phillips

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

Town Manager: Ryan Spitzer

Town Clerk: Lisa Snyder

Planning Director: Travis Morgan

Absent: Mayor Pro Tem: Ed Samaha

CALL TO ORDER:

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

DISCUSSION ITEMS:

1. New Playground (Matt Jakubowski). Parks and Rec Director Jakubowski reported on the new playground options. He noted that Council had previously allocated \$236,000 for this project. He worked with four vendors to obtain designs and prices. He took the designs to the Parks and Rec Board recently and they voted on one design unanimously. They liked Option 1 with a price tag of \$229,617.76, which is within the budgeted amount. In addition, the vendor gave us a \$113,000 discount, as they were doing a promotion of 50% off playgrounds. This option will replace one of the current playgrounds. He needed the approval from Council to go forward with the design. All four Council members in attendance supported Option 1, aligning with the recommendation from the Parks and Recreation Board.

2. DRB CIAC Reduction and Fee (Ryan Spitzer). Town Manager Spitzer received a letter from DRB to obtain power lines to the developments. Jay Colvin, President of DRB Homes, spoke on the Miller Farms project. He is asking Council if they would waive or reduce the fee, as calculated on the Line Extension Policy. Town Manager Spitzer advised Council that this money (\$335,000) would come out of the Electric Fund, and this amount was not budgeted this year. Council Member McDonough expressed doubt about proceeding, citing existing budget commitments to other ongoing projects.

Highline Downtown Development (Travis Morgan). Planning Director Morgan introduced Mark Miller with the Heritage Project. Mr. Miller said that they are getting close and anticipating O1 breaking ground.

His concern is with regard to parking. He is concerned that if the five-year agreement isn't renewed, they will not be adhering to their parking requirements per the Conditional Site Plan. Mr. Miller asked Council if they would approve parking overnight on College Street if the contract with Norfolk Southern is not renewed. His request is two parts; this would be an amendment to the easement. In the event Norfolk Southern never terminates the lease but requires that all improvements in the R-O-W be removed. They have the right to require that the spaces be demolished. In the event they require that those spaces be lost, they are asking to have a right for overnight parking for those amount of spaces in the public parking lot. They are calling it a parking backstop. If 20 spaces are lost, they are asking for 20 overnight parking spaces from the Town. His property managers are very sophisticated and have the ability to enforce this with license plates. They can control any kind of abuse to this. They would make sure that there was no abuse of the 20 spaces.

He continued by adding he feels a simple, one-line amendment would work. He emphasized that he needs to answer his lenders. He said that whoever owns the Heritage Project will be making the payments. He further added that the three buildings on that site will be four stories tall and that U S Developments is no longer involved. He needs a backstop and if Council says no, he will have trouble getting capitalization from his lender. He feels he needs the Norfolk Southern R-O-W to maximize parking. Mayor Phillips expressed his concern that this began in 2017 and the PSA has been amended several times already. He does not understand why it's taking so long. Mayor Phillips said we can put this on the September agenda for a vote.

Cone Mill Project (Jon Visconti). Mr. Visconti introduced his retail/commercial partner, Darrell Palasciano, and said that he wants to add Century Communities to this project. They are a national homebuilder. They currently have 19 communities throughout the region. Elevations were shared. Council agreed to approve the addition of Century Communities as one of the approved builders. Council Member Stinson-Wesley asked for a list of those communities, to which Mr. Visconti replied that he will provide. Mr. Visconti began by reviewing the traffic impact analysis (TIA). There was general discussion among council about the analysis and the recommended median on Main Street. Mr. Visconti would like for Council to remove the TIA requirements but will need NCDOT's involvement. Council agreed that they would not require the TIA.

All four Council members agreed to change the language for the commercial development as follows: Section 2 (d)(i)(B). The total square footage of improvements designated as commercial use within the Property at the completion of the Phase I improvements and the Phase II Improvements is between 24,000 and 50,000; provided, however, in the event that the improvements designated as commercial use include less than 24,000 square feet in the aggregate, same shall not constitute an Event of Default hereunder, but in such event the Town shall have the option to either (A) re-purchase any such undeveloped land in accordance with the Option Agreement, or (B) require Developer to convert any such undeveloped land to additional Town Green in accordance with the obligations established in this Section 2.

Town Manager Spitzer noted that the proposed change would necessitate an additional PSA amendment, and all Council members expressed unanimous support.

Polk Street Development for 606 N. Polk Street (Travis Morgan). Mr. Morgan reviewed this project with Council and advised that it is a site-plan specific proposal from David Tibbals, on behalf of South Oak

Partners. He stated that they have unresolved issues with prior comments not being fully addressed. Council Member Stinson-Wesley felt that this is a hot mess and they have not met many of our requirements. She feels that it's not acceptable. Mr. Morgan outlined the thirteen items that need attention. All Council members concurred and said the unresolved issues can be addressed at a future workshop meeting.

Town Logo (Riley George). Ms. George presented proposed Town logos created by graphic design students at UNCC. There were thirteen logos presented and three were selected. The idea of selecting a new logo was to simplify the current logo. The design in the current background makes it difficult to reprint on materials and the original vector file cannot be located. We would also like to obtain a new cohesive design and modernize the current logo. It was noted that the pinecone drawing was a copy of the pinecone on the Pineville Water Tower. Council Member Stinson-Wesley added that she prefers a logo similar to the Town of Davidson's.

Council Member Stinson-Wesley moved to adjourn the Work Session followed by a second made by Council Member Moore. All ayes.

The Mayor adjourned the meeting at 8:00 pm.

David Phillips, Mayor

ATTEST:

Lisa Snyder, Town Clerk



PROCLAMATION FOR CONSTITUTION WEEK

WHEREAS: September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week,

NOW, THEREFORE I, David Phillips, by virtue of the authority vested in me as Mayor of the Town of Pineville, North Carolina, do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Pineville, to be affixed this 9th day of September, the year of our Lord two thousand twenty-five.

Signed _____

Mayor David Phillips

Attest _____

Town Clerk Lisa Snyder

SEAL

PROCLAMATION RECOGNIZING PUBLIC POWER WEEK OCTOBER 5-11

WHEREAS, the citizens of the Town of Pineville strongly support local control over essential community services and have therefore chosen to operate a community-owned, not-for-profit electric utility, giving customers, who are also owners, a direct voice in utility policies and operations;

WHEREAS, Pineville Electric Company delivers reliable, efficient, and safe electricity to our homes, businesses, schools, and local institutions, using responsible business practices to provide the highest quality service at cost-based, not-for-profit rates;

WHEREAS, Pineville Electric Company is a vital community asset that enhances quality of life through energy efficiency, excellent customer service, environmental stewardship, economic development, and safety education;

WHEREAS, Pineville Electric Company has earned the trust of the community by offering strong consumer protections and playing an essential role in making Pineville a better place to live and work, while also supporting efforts to safeguard the global environment;

NOW, THEREFORE, BE IT RESOLVED, that Pineville Electric Company will remain committed to providing affordable, dependable, safe, and sustainable electric service to the residents and businesses of our community, continuing the mission it began in 1939, when it was first established to serve the people of Pineville;

BE IT FURTHER RESOLVED, that the week of October 5–11 be recognized as **Public Power Week** in Pineville, in celebration of the dedication and accomplishments of Pineville Electric Company and to promote awareness among customers, employees, and policymakers about the benefits of public power;

BE IT FURTHER RESOLVED, that our community proudly joins nearly 2,000 other public power systems across the nation in celebrating public power—a model that places people and community well-being above profits.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the **GREAT SEAL OF PINEVILLE** to be affixed on this 9th day of September 2025.

Mayor David Phillips



RESOLUTION NO. 2025-14

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

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

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

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

Adopted this 9th day of September 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
Parks and Rec	HPX 4 x 4	John Deere Gator		Online Auction	9/09/25	



RESOLUTION 2025-15
AUTHORIZING THE ADVERTISEMENT OF BIDS
TO BE DONE ELECTRONICALLY

WHEREAS, the Town of Pineville Town Council recognizes the importance of transparency, efficiency, and accessibility in the procurement process; and

WHEREAS, Council acknowledges that the traditional methods of publishing bid solicitations, such as print media, can be costly, time-consuming, and less effective in reaching a broad audience of qualified vendors; and

WHEREAS, in accordance with NCGS 143-129 (b), a contract can be advertised by newspaper or electronically, or both; and

WHEREAS, A decision to advertise solely by electronic means, whether for particular contracts or generally for all contracts that are subject to this Article, shall be approved by the governing board of the political subdivision of the State at a regular meeting of the board; and

NOW, THEREFORE, BE IT RESOLVED, that The Town Council of Pineville authorizes the electronic publication of all bid solicitations. These may be posted on the official municipal website, approved e-procurement portals, and any other digital platforms deemed appropriate by the Town Manager or Procurement Officer.

PASSED and ADOPTED this 9th day of September 2025.

Mayor David Phillips

ATTEST:

Town Clerk Lisa Snyder



TOWN COUNCIL AGENDA ITEM

MEETING DATE: Sept 9, 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. Add one-time, two-year maximum tent provision.			
Fiscal impact:				
Attachments:	See staff report			
Recommended Motion to be made by Council:	Approve the site plan specific conditional plan update for Middle James Brewery to allow a one-time allowance for outdoor tents in the location shown for up to two years after this date of Council approval.			

Public Hearing



To: Town Council

From: Travis Morgan

Date: 9/9/2025

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

UPDATE:

Limit outdoor tent time span to 2 years to see if the customer demand warrants longer term permanent structures to meet the need.

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. Outdoor 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 into consideration consistency with adopted plans.

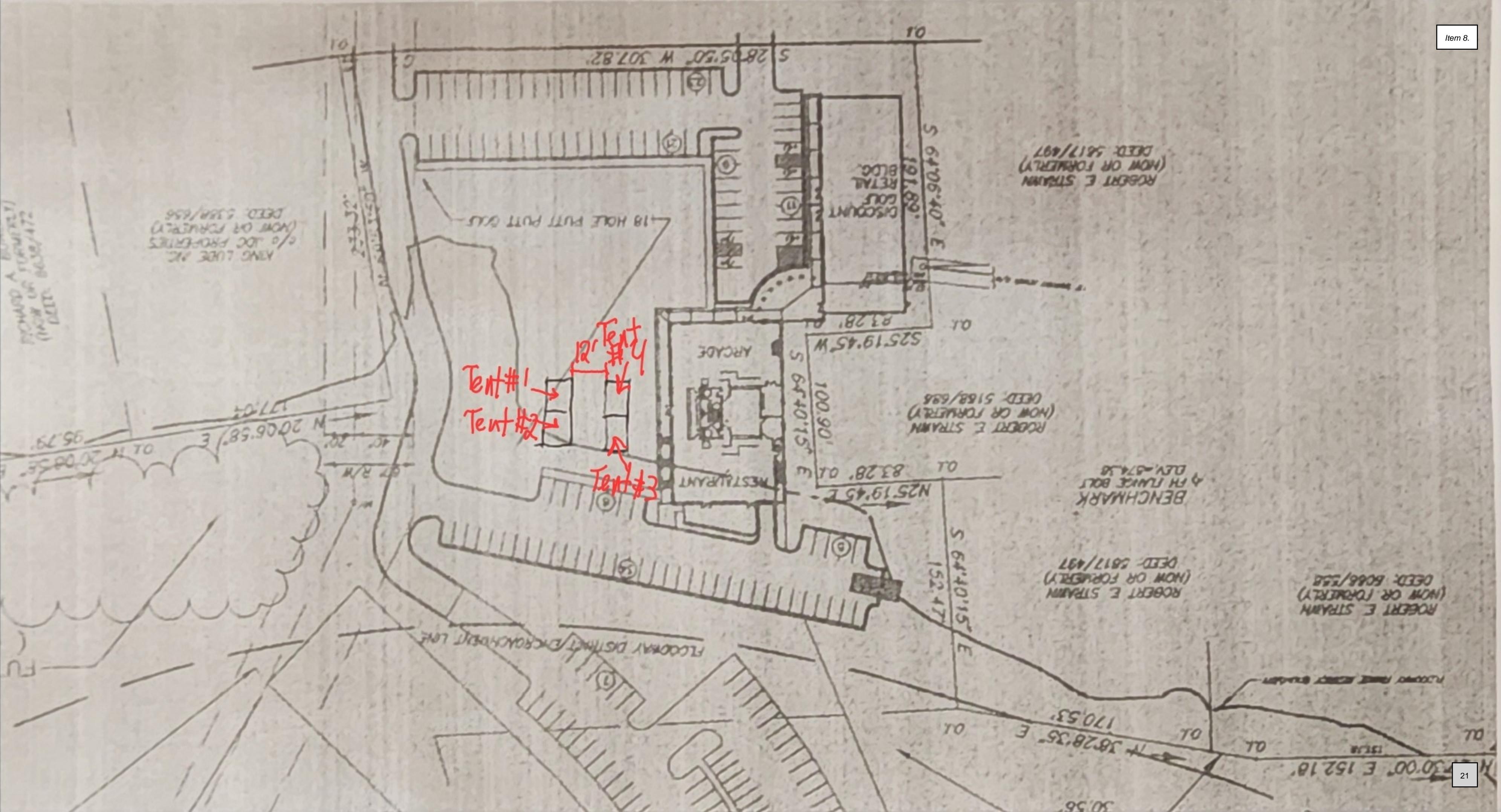


Item 8.



Item 8.

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TOWN COUNCIL AGENDA ITEM

MEETING DATE: September 9, 2025

Agenda Title/Category:	Budget Amendment 2025-8 / New Business			
Staff Contact/Presenter:	Christopher Tucker, Finance Director			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	N/A
Background:	With the completion of the fountain project and Central Office project, it is time to close the New Town Hall / Library Capital Project Fund.			
Discussion:	A final budget amendment is needed to receive all revenues and appropriate towards the final expenditures and close the fund for FY 2025.			
Fiscal impact:	Total Capitalized Project - \$21,633,681			
Attachments:	BA2025-8			
Recommended Motion to be made by Council:	Approve as Presented			

TOWN OF PINEVILLE NC
BUDGET AMENDMENT #2025-8

September 9, 2025

FISCAL YEAR 2024-2025

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET		
Lynnwood & Lakeview Roads Improvements Capital Project Fund							
	Revenue	Miscellaneous Revenue	-	149,612	149,612		
	Revenue	Interest Revenue	-	173,205	173,205		
	Revenue	Transfer From Other Funds	246,942	63,922	310,864		
	Total Fund Revenues		<u>21,246,942</u>	<u>386,739</u>	<u>21,633,681</u>		
	Expenditure	Project Expenditures	21,296,942	386,739	21,683,681		
	Total Fund Expenditures		<u>21,246,942</u>	<u>386,739</u>	<u>21,633,681</u>		
<i>DESCRIPTION: To receive and allocate Miscellaneous Revenue, Interest, and Transfer In to final project expenditures and close out Fund</i>							
Mayor				Budget Officer			
							
Town Clerk				Finance Director			



TOWN COUNCIL AGENDA ITEM

MEETING DATE: September 9, 2025

Agenda Title/Category:	Budget Amendment 2026-2 / New Business			
Staff Contact/Presenter:	Christopher Tucker, Finance Director			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	N/A
Background:	Public Works is requesting additional funds to cover their FY26 Paving Contract.			
Discussion:	The Town has \$356K of Powell Bill reserves available to put towards the paving contract.			
Fiscal impact:	Reduction of \$108K of Powell Bill Reserves			
Attachments:	BA2026-2			
Recommended Motion to be made by Council:	Approve as Presented			

TOWN OF PINEVILLE NC

BUDGET AMENDMENT #2026-2

September 9, 2025

FISCAL YEAR 2025-2026

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
General Fund					
3990.0000.10	Revenue	Fund Balance Appropriated	2,465,000	108,000	2,573,000
		Total Fund Revenues	<u>23,615,000</u>	<u>108,000</u>	<u>23,723,000</u>
	Expenditure	Public Works - Transportation	1,921,000	108,000	2,029,000
		Total Fund Expenditures	<u>23,615,000</u>	<u>108,000</u>	<u>23,723,000</u>

DESCRIPTION: To appropriate Powell Bill restricted fund balance towards FY26 Paving projects

Mayor

Budget Officer



Town Clerk

Finance Director



TOWN COUNCIL AGENDA ITEM

MEETING DATE: September 9, 2025

Agenda Title/Category:	Budget Amendment 2026-1 / New Business			
Staff Contact/Presenter:	Christopher Tucker, Finance Director			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	N/A
Background:	<p>At the beginning of each new fiscal year, staff will present a budget amendment that brings forth unspent fund balance from the previous year in order to bring forth appropriations to cover open encumbrances from the previous year.</p>			
Discussion:	<p>It is not uncommon for there to be certain items ordered via purchase order to remain outstanding at the end of the fiscal year. By bringing the unspent appropriation forward, it reduces the pressure of the current year appropriations to cover the open items.</p>			
Fiscal impact:	<p>The General Fund will bring \$490K forward to cover the open POs. The Electric Fund is bringing forward \$625K of encumbrances to cover long lead time items. The Telephone Funds are bringing forward \$30K combined.</p>			
Attachments:	BA 2026-1			
Recommended Motion to be made by Council:	Approve as Presented			

TOWN OF PINEVILLE NC
BUDGET AMENDMENT #2026-1

September 9, 2025

FISCAL YEAR 2025-2026

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
General Fund					
3990.0000.10	Revenue	Fund Balance Appropriated	1,975,000	490,000	2,465,000
		Total Fund Revenues	<u>23,125,000</u>	<u>490,000</u>	<u>23,615,000</u>
	Expenditure	General Government	3,248,000	225,000	3,473,000
	Expenditure	Public Safety	10,837,000	65,000	10,902,000
	Expenditure	Public Works - Transportation	1,776,000	145,000	1,921,000
	Expenditure	Recreation - Parks	1,776,000	55,000	1,831,000
		Total Fund Expenditures	<u>23,125,000</u>	<u>490,000</u>	<u>23,615,000</u>
Electric Fund					
3990.0000.30	Revenue	Fund Balance Appropriated	-	625,000	625,000
		Total Fund Revenues	<u>14,000,000</u>	<u>625,000</u>	<u>14,625,000</u>
	Expenditure	Electric Operations	14,000,000	625,000	14,625,000
		Total Fund Expenditures	<u>14,000,000</u>	<u>625,000</u>	<u>14,625,000</u>
ILEC Fund					
3990.0000.32	Revenue	Fund Balance Appropriated	400,000	10,000	410,000
		Total Fund Revenues	<u>1,600,000</u>	<u>10,000</u>	<u>1,610,000</u>
	Expenditure	ILEC Operations	1,600,000	10,000	1,610,000
		Total Fund Expenditures	<u>1,600,000</u>	<u>10,000</u>	<u>1,610,000</u>
CLEC Fund					
3990.0000.42	Revenue	Fund Balance Appropriated	-	20,000	20,000
		Total Fund Revenues	<u>1,600,000</u>	<u>20,000</u>	<u>1,620,000</u>
	Expenditure	CLEC Operations	1,600,000	20,000	1,620,000
		Total Fund Expenditures	<u>1,600,000</u>	<u>20,000</u>	<u>1,620,000</u>

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

Mayor

Budget Officer



Town Clerk

Finance Director



TOWN COUNCIL AGENDA ITEM

MEETING DATE: 9/9/25

Agenda Title/Category:	FY 25-26 Paving									
Staff Contact/Presenter:	Chip Hill									
Meets Strategic Initiative or Approved Plan:	<table border="1" style="width: 100px; margin: auto;"> <tr> <td style="text-align: center; padding: 2px;">Yes</td> <td style="text-align: center; padding: 2px;">No</td> <td style="text-align: center; padding: 2px;">If yes, list:</td> </tr> <tr> <td style="text-align: center; padding: 2px;"> </td> <td style="text-align: center; padding: 2px;">X</td> <td style="text-align: center; padding: 2px;"> </td> </tr> </table>				Yes	No	If yes, list:		X	
Yes	No	If yes, list:								
	X									
Background:	<p>Paving bids came in higher than funds provided for in the budget.</p>									
Discussion:	<p>The Public Works Dept. is requesting an additional 108,000 for paving this fiscal year.</p>									
Fiscal impact:	<p>Additional 108,000 for paving improvements.</p>									
Attachments:	<p>1. Bid results</p>									
Recommended Motion to be made by Council:	<p>Approval of additional funds to complete Carolina Village sub division paving in FY 25-26</p>									

General Description: Paving Scope FY26

Street Name	Length LFT	Width LFT	FDR Inch	Mill Inch	Overlay MH	Adj G	Adj W	Patching Sq. Ft.	Speed Bumps	Curb Ft.	Maps Page	Cross Walks	Price Per Street
1 Wilson Mill Lane	525	25	0	1.5	1.5	0	0	0	0	0	0	0	1 \$16,843.00
2 Green Birch Dr	4,102	25	0	1.5	1.5	0	0	0	0	0	0	0	2 \$131,600.00
3 Carolina Blossom Lane	1,050	25	0	1.5	1.5	0	0	0	0	0	0	0	1 \$33,687.00
4 Virginia Pine Lane	867	24	0	1.5	1.5	0	0	0	0	0	0	0	1 \$26,703.00
5 Single Oak Court	350	24	0	1.5	1.5	0	0	0	0	0	0	0	1 10,780.00
6 Red Knoll Lane	826	24	0	1.5	1.5	0	0	0	0	0	0	0	1 \$25,440.00
7 Hidden Rock Road	160	24	0	1.5	1.5	0	0	0	0	0	0	0	1 \$4,928.00

\$249,981.00
Total Project Price

*Mill: P=Profile L=Length D=Depth/CW=Crosswalk/SB=Stop Bars

*Contractor responsible for contacting NCDOT and repair/replacement of traffic loops

*Total Project Price to be lump sum price

*Quantities are contractors responsibly

*Engineering, Traffic Control and Mobilization should be included in quote

*All directional street markings per NCDOT to be included in quote

Street listing subject to change due to budgeting or unforeseen factors.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: September 9, 2025

Agenda Title/Category:	Process for Appointments to Transit Authority			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	As part of the MOU agreement to August, Town Council needs to set up a process for applicants to apply to be the Pineville Representative to the Transit Authority.			
Discussion:	Establish a process for people to apply.			
Fiscal impact:				
Attachments:	1. Sample Application form for Charlotte			
Recommended Motion to be made by Council:				



Memorandum

To: Mayor and Town Council
From: Ryan Spitzer
Date: 9/5/2025
Re: Application Process for Transit Authority

Overview:

As part of the P.A.V.E. Act Pineville gets one representative on the new Transit Authority. There are certain qualifications that a representative must have and they are listed below:

1. Live within the jurisdiction of the Authority
2. Demonstrated experience or qualifications in the areas of law, finance, engineering, public transportation, urban planning, logistics, government, architecture, or economic development
3. Can not be an elected official.

It is advised that Town Council requires a resume be submitted with each application to make sure the applicant complies with the qualifications set forth in the P.A.V.E. Act.

First Name	City of Charlotte - Small Businesses owner/operator (not dominant in its field, and employs fewer than 100 employees on a full-time basis) [1]	
Last Name	City of Charlotte - Unincorporated Mecklenburg County [1]	
Email	City of Charlotte (8) CRBA [3]	
Mobile Phone No.	City of Charlotte (8) CRBA [3]	
Alt. Phone No.	City of Charlotte (8) CRBA [3]	
Street Address	City of Charlotte (8) CRBA [3]	
City	City of Charlotte (8) CRBA [3]	
State	City of Charlotte (8) CRBA [3]	
Zip Code	City of Charlotte (8) CRBA [3]	
Are you a resident of Mecklenburg County?	Yes	No
How many years have you lived in Mecklenburg County?	Years	
Are you currently an elected or appointed officer of any public entity?	Yes	No
Age Range	If yes, please describe:	
Ethnicity	Under 25 years old	26-50 years old
Gender	Hispanic or Latino	Asian or Pacific Islander
Education	American	White or Caucasian
Employment Status	Male	Transgender
Do you have a disability?	Female	Non-binary
Current Employer	Some High School	Black or African American
Years in Position	Employed	White or Caucasian
Job Title	Some High School Diploma or GED	Asian or Pacific Islander
Brief Description of Role:	If yes, please describe	
Are you currently an elected, appointed officer/committee member or running for office of any public entity?	Yes	No
Do you have demonstrated professional experience or qualifications in the following:	If yes, description of experience:	
LAW	Yes	No
Finance	Yes	No
Engineering	Yes	No
Public Transportation	Yes	No
Urban Planning	Yes	No
Logistics	Yes	No
Government	Yes	No
Architecture	Yes	No
Economic Development	Yes	No
List Boards, Agencies, Civic, Service and/or Professional Organizations to which you are affiliated.		
List if any boards you are currently serving on:		
List any boards you have served on in the past:		
Why are you interested in serving on the Mecklenburg Public Transit Authority Board?		

Please describe any other background, abilities, experiences or skills that qualify you to serve on the Authority Board:								
Please describe your understanding of the legal and other responsibilities of a public service agency within the context of the organization's responsibility for public transit planning, finance, project delivery, and operations.								
Please describe any relevant leadership experience, including an understanding of the complex challenges or leadership in the public sector.								
In what public transit or transportation related activities have you been involved?								
What is your primary mode of transportation?		Car	Yes	CATS Services 5 or more times per week	Bike Occasionally	Walk	RideShare	Other
Do you use CATS public transportation services?		Blue Line	Gold Line	Bus	STS			
If you do use CATS services, how often do you ride?								
What is your primary trip purpose when using public transportation? (Circle all that apply)		Work	Shopping	Medical	Entertainment	Other		
What routes/ services do you primarily utilize?								
Do you belong to any transit-related organizations/ clubs?		Yes	No					
Does your business, school, or other organization depend on CATS' transportation services?		Yes	No					
Are you employed by a contractor of the City of Charlotte, Charlotte Area Transit System or Transit Management of Charlotte?		Yes	No					
Are any of your immediate relatives or business associates currently employed by the City of Charlotte/Charlotte Area Transit System or Transit Management of Charlotte in any capacity?		Yes	No					
Are you or an immediate family member a registered lobbyist or required to register as a lobbyist as defined by North Carolina G.S. 120C-101 and G.S. 138A-37?		Yes	No					
Do you have a contract for property, goods or services with the City of Charlotte, Charlotte Area Transit System or Transit Management of Charlotte?		Yes	No					
Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?		Yes	No					
Do you have any personal, financial, or business interests that could create a conflict (either real or perceived) if appointed?		Yes	No					
Are you able to meet during business hours for authority related meetings?		Yes	No	Maybe				



TOWN COUNCIL AGENDA ITEM

MEETING DATE: September 9, 2025

Agenda Title/Category:	Cone Mill Development			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	At the August Work Session Town Council instructed staff and Beachmont RE Holdings to draft language for the commercial development phase of the project.			
Discussion:	Discuss the proposed language for commercial development to see if there are any changes Town Council would like to make.			
Fiscal impact:				
Attachments:	<ol style="list-style-type: none"> 1. Memo 2. Option to Purchase Agreement 3. Development Agreement 4. Third Amendment to the PSA 5. Declaration of Use Restrictions 			
Recommended Motion to be made by Council:				



Memorandum

To: Mayor and Town Council

From: Ryan Spitzer

Date: 9/5/2025

Re: Cone Mill Development

Overview:

At the August Work Session Town Council met with Jon Visconti of Beachmont RE Holdings to discuss the Cone Mill Development. Council instructed staff to work on language around the following items:

1. Include Century Communities as an Approved builder – **reflected in the Development Agreement and Option to Purchase Agreement**
2. Permitting Period to coincide with the Brownfields Period – **reflected in the Third Amendment to the PSA**
3. Remove the requirement for a TIA – reflected in the Development Agreement
4. Change the wording in Section 2(d)(i)(B) to *The total square footage of improvements designated as commercial use within the Property at the completion of the Phase I improvements and the Phase II Improvements is between 24,000 and 50,000; provided, however, in the event that the improvements designated as commercial use include less than 24,000 square feet in the aggregate, same shall not constitute an Event of Default hereunder, but in such event the Town shall have the option to either (A) re-purchase any such undeveloped land in accordance with the Option Agreement, or (B) require Developer to convert any such undeveloped land to additional Town Green in accordance with the obligations established in this Section 2. – reflected in the Development Agreement*
5. Beachmont RE Holdings would like 72 months after the effective date before the Town can exercise their right repurchase the commercial lots – **reflected in Section 2(a) in the Option to Purchase Agreement**

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (this “Contract”) is made and entered into as of the ____ day of _____, 202____ (the “Effective Date”), by and between the **TOWN OF PINEVILLE**, a North Carolina municipal corporation (the “Town”) and **CONE MILL DEVELOPMENT VENTURES, LLC**, a North Carolina limited liability company (“Developer”). The Town and the Developer are sometimes separately referred to in this Contract as a “Party” or jointly referred to as the “Parties.”

RECITALS:

A. The Town, Pineville Redevelopment and Investment, Inc. (“Pineville Redevelopment”) and Developer are parties to that certain AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY, dated October 23, 2024 (as amended and assigned from time to time, the “Purchase Agreement”) pursuant to which the Town and Pineville Redevelopment have agreed to sell, and Developer has agreed to purchase, that certain real property located at 200 Dover Street and 306 Dover Street in Pineville, North Carolina, owned by the Town and having Mecklenburg County Tax Parcel Numbers 221-051-11 and 221-051-17, respectively, and that certain real property located at 436 Cone Avenue in Pineville, North Carolina, owned by Pineville Redevelopment and having Mecklenburg County Tax Parcel Number 221-051-07, all being more particularly described on Exhibit A attached hereto (collectively, the “Property”).

B. On or about the date hereof, the Town and Pineville Redevelopment have sold and conveyed the Property to Developer in accordance with the terms of the Purchase Agreement.

C. Developer intends to develop a portion of the Property into individual townhome units (each a, “Townhome”).

C. Pursuant to the terms of the Purchase Agreement, the Town shall have the option to repurchase the Property upon certain terms and conditions, as more particularly set forth herein.

D. Pursuant to N.C.G.S. §160D-1005 and N.C.G.S §160D-1312, a public hearing regarding this Contract and the Purchase Agreement was held at the December 10, 2024 meeting of the Town of Pineville Town Council (the “Town Council”). The notice of public hearing specified, among other things, the location of the Property subject to this Contract and the Purchase Agreement, the development uses proposed on the Property in accordance with the Development Plan, and the appraisal of the Property. The Purchase Agreement was available for public inspection at the Town’s Town Hall. At that meeting, the Town Council passed a Resolution approving the Purchase Agreement, attached hereto as Exhibit B.

E. The Town and Developer, pursuant to the Purchase Agreement, hereby enter into this Contract to more specifically set forth their understandings regarding the Town’s option to purchase the Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree as follows:

SECTION 1. Incorporation of Recitals; Defined Terms.

(a) The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

(b) Defined terms are indicated herein by initial capital letters; and shall have the meanings set forth herein, whether or not such terms are used before or after the definitions are set forth; and if not specifically set forth herein, defined terms shall have the meanings set forth in the Purchase Agreement.

(c) "Development Plan" shall mean the plan that becomes part of the zoning of the Property as approved by Town Council, which establishes the level and detail of development allowed absent further zoning action except as otherwise allowed or required under this Contract, and which is generally consistent with that certain Developer's Concept Plan dated September 2024 as set forth on Exhibit C hereto. For the avoidance of doubt, such Development Plan is not approved by Town Council by execution of this Contract, and must be approved by Town Council, if at all, pursuant to all applicable laws and ordinances.

(d) "Force Majeure": No Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within fifteen (15) days of the commencement of such delay and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. Notwithstanding the foregoing, in no event shall Developer's performance of its obligations under this Contract be extended beyond one hundred fifty (150) days after the applicable deadline herein.

(e) "Improvements" shall mean all buildings, structures, fixtures, parking areas, parks, roadways, sidewalks, and other improvements located on the Property.

(f) "Phase I" shall mean the portion of the Property and Improvements labeled as "Phase I" on the Development Plan.

(g) "Phase I Deadline" shall mean the date that is twelve (12) months after the Effective Date.

(h) "Phase I Improvements" shall mean the Improvements set forth on the Development Plan and labeled as "Phase I" thereon.

(i) "Phase II" shall mean the portion of the Property and Improvements labeled as "Phase II" on the Development Plan.

(j) "Phase II Deadline" shall mean the date this is thirty-six (36) months after the Effective Date.

(k) "Phase II Improvements" shall mean the Improvements set forth on the Development Plan and labeled as "Phase II" thereon.

SECTION 2. Option to Purchase.

(a) Town shall have the option to re-purchase (i) Phase I in the event that the Phase I Improvements have not been commenced on or before the date that is twelve (12) months after the Effective

Date; and/or (ii) Phase II in the event that the Phase II Improvements have not been commenced on or before the date that is thirty-six (36) months after the Effective Date; and/or (iii) Phase I and/or Phase II (as applicable), in the event that following commencement of construction thereon, the entity developing such applicable phase abandons its construction activities for either (A) a total period of ninety (90) consecutive days, or (B) a total period of one hundred twenty (120) cumulative days in any consecutive six (6) month period, in each case subject, however, to Force Majeure (in either event, an "**Abandonment**"); and/or (iv) any undeveloped portion of the Property in the event that the square footage of the Phase II Improvements designated as commercial use is, in the aggregate, less than 24,000 as of the date that is seventy-two (72) months after the Effective Date.

(b) In the event that Town exercises its right to re-purchase either Phase I and/or Phase II portion of the Property from Developer in accordance with Section 2(a), the Town shall provide written notice thereof to Developer (the "**Exercise Notice**") no later than the date that is sixty (60) days after the Phase I Deadline, Phase II Deadline, or Abandonment (as applicable), which Exercise Notice shall contain the date the Town intends to close on the sale by Developer and the purchase by the Town (the "**Closing**") of the applicable portion of the Property (such date being, the "**Closing Date**"); provided, however, the Closing Date shall be no more than one hundred twenty (120) days after the date on which the Exercise Notice is received by Developer. From and after the date on which the Exercise Notice is given, this Contract shall be deemed for all purposes to be a legally enforceable contract between Town and Developer for the sale and purchase of the Phase I and/or Phase II portion of the Property upon the terms and conditions herein.

(c) In the event that Town exercises its right to re-purchase either Phase I and/or Phase II portion of the Property from Developer in accordance with Section 2(a), the purchase price thereof shall be the appraised value of the applicable portion of the Phase I Improvements, Phase II Improvements and/or undeveloped portion of the Property (as applicable) at the time Town exercises its right to re-purchase, as determined by an appraiser selected by Town that has at least 10 years experience of appraising commercial properties in Mecklenburg County ("**Experience Qualifications**"). If Developer does not agree with the appraised value determined by such appraiser, it can hire its own appraiser (at Developer's cost) that meets the Experience Qualifications, and the average of the two appraisals shall be used.

(d) From and after the date the Town provides the Exercise Notice, the Town, at the Town's option and expense, may order a title insurance search and commitment for an ALTA extended coverage owner's title insurance policy, obtain one or more surveys of the Property and the Town shall also have the right to obtain such inspections and make such other tests of the Property as the Town desires in its sole discretion at the Town's expense. If the Town determines that it does not want to purchase the Property then the Town may cancel its Exercise Notice at any time prior to the Closing Date, and neither party to this Contract shall have any further rights or obligations hereunder.

(e) Notwithstanding the foregoing, the Town agrees to execute and record, within ten (10) business days after Developer's request therefor, (i) a partial release of this Contract with respect to each completed Townhome in Phase I upon completion of each such Townhome, as evidenced by the receipt of a certificate of occupancy by the applicable governmental authority, (ii) a partial release of this Contract with respect to the portion of Phase II on which an existing building is located that used to be operated as Pineville Town Hall, upon recordation of a subdivision plat creating a separate parcel for such portion of Phase II and receipt of all building permits from the applicable governmental authorities for the restoration and remodeling of such building, (iii) a partial release of this Contract with respect to each portion of the Phase II Improvements for which construction of the exterior walls has been completed, as evidenced by written certification from the general contractor and/or architect for such Phase II Improvements, and (iv) a termination of this Contract upon completion of both Phase I and Phase II, as evidenced by Developer's receipt of certificates of occupancy issued by the applicable governmental agency for all of the Townhomes on the Property.

SECTION 3. Closing and Closing Date.

(a) Closing shall occur at the offices of the attorney for the Town, or such other place as the parties may mutually agree, on the Closing Date as designated by the Town in the Exercise Notice. At the Closing, Developer shall execute and deliver to the Town a special warranty deed (the "**Deed**") well and sufficiently granting, bargaining, selling, assigning, and conveying to the Town fee simple title to the Property (or the applicable portion thereof), free and clear of all liens and monetary encumbrances other than real property taxes and assessments not yet due and payable and all matters of public record. Developer shall pay, or cause to be paid, for the preparation of the Deed and all transfer taxes as required by law. The Deed shall be in immediately recordable form acceptable to the Town, and duly executed by Developer, and acknowledged.

(b) At the Closing, Developer shall deliver to the Town such affidavits as its title company shall reasonably require in order to omit from its title insurance policy all mechanics' liens arising from the acts or omissions of Developer and rights of parties in possession, without additional expense to Developer.

(c) At the Closing, Developer shall, if requested, deliver to the Town an affidavit stating, under penalty of perjury, Developer's United States taxpayer identification number and that Developer is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and otherwise in the form prescribed by the Internal Revenue Service.

(d) At the Closing, Developer shall deliver possession of the Property (or applicable portion thereof) to the Town, free and clear of any indebtedness, security liens, and defects affecting the marketability of title for the Property (other than the real property taxes and assessments applicable to the Property that are not yet due and payable and all matters of public record).

SECTION 4. Default. In the event Developer breaches this Contract or fails to comply with or perform any of the covenants, agreements, or obligations to be performed by Developer under the terms and provisions of this Contract, Town shall be entitled to all remedies available at law and equity, including enforcing this Agreement by specific performance.

SECTION 5. Miscellaneous.

(a) Notices. Any notice pursuant to this Contract shall be given in writing by (i) personal delivery, (ii) reputable overnight delivery service with proof of delivery, (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) electronic mail (e-mail) transmission, sent to the intended addressee at the address set forth below. Any notice may be given by a Party or a Party's attorney. If a notice is given by certified or registered mail (as described in item (iii)), it shall be deemed given when deposited in the United States mail. If a notice is given by overnight delivery (as described in item (ii)), it shall be deemed given when delivered to the applicable overnight courier. Any notice given by personal delivery (as described in item (i)) shall be deemed given on actual receipt by the addressee thereof (or upon refusal to accept delivery). If a notice is given by electronic mail (e-mail) transmission, it shall be deemed given on the date of the transmission. The addresses for notices given pursuant to this Contract shall be as follows:

Town: Town of Pineville
200 Dover Street
Pineville, North Carolina 28134
Attn: Ryan Spitzer

Email: rspitzer@pinevillenc.gov

With a copy to: Johnston Allison Hord
 1065 East Morehead Street
 Charlotte, North Carolina 28204
 Attn: John Buben
 Email: jbuben@jahlaw.com

Developer: Cone Mill Development Ventures, LLC
 3315 Springbank Lane, Suite 308
 Charlotte, North Carolina 28226
 Attention: Kirk Broadbooks
 Email: kirk.broadbooks@gmail.com

With a copy to: Alexander Ricks PLLC
 1420 E. 7th Street, Suite 100
 Charlotte, North Carolina 28204
 Attention: Jim McLeod
 Email: jim.mcleod@alexanderricks.com

Either Party may, from time to time, by notice as herein provided, designate a different address to which notices shall be sent.

(b) Applicable Law. This Contract shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Contract or the relationships between the parties established by this Contract shall be Mecklenburg County Superior Court.

(c) Entire Agreement. This Contract and any exhibits and schedules hereto contain the entire understanding and agreement by and between the Parties and all prior or contemporaneous oral or written agreements or instruments are merged, and no amendment to this Contract shall be effective unless the same is in writing and signed by the Parties hereto; if there is a conflict between the terms of this Contract and the terms of the Purchase Agreement, the terms of this Contract shall control. Pursuant to North Carolina law, major modifications or significant changes to this Contract shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Contract. Unless this Contract is amended by vote of the Town Council taken with the same formality as the vote approving this Contract, no officer, official or agent of the Town has the power to amend, modify or alter this Contract or waive any of its conditions except as set forth herein.

(d) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

(e) Severability. If any term or provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(f) Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only and the words set forth herein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

(g) Counterpart Originals. This Contract may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute but one original. PDF or facsimile copies of signatures on this Contract shall be effective as originals.

(h) Assignment. Neither Developer nor Affiliate may Assign this Contract (which for avoidance of doubt, shall include a change in Control of Developer) or any of its rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of law, or otherwise, nor permit or consummate any direct or indirect change of Control of Developer (and/or any assignee-Affiliate of Developer) without the prior written consent of Town; provided, however, Developer may Assign its rights and obligations under this Contract to the following without the Town's consent: (1) TRI Pointe Homes Holdings, Inc., (2) Stanley Martin Homes, LLC, (3) Red Cedar Development, LLC, (4) Century Communities or (5) a joint venture entity owned and controlled by (i) any of the foregoing, and (ii) Developer; provided, however, that any such assignment without Town's consent shall only be permitted if such assignee develops the Phase I Improvements in accordance with the elevations depicted on Exhibit D-1 or Exhibit D-2 attached hereto and incorporated herein by reference, which elevations have been approved by the Town.

For purposes herein, "Assign" shall mean to transfer, delegate, sell, pledge, encumber, or otherwise dispose of any rights or obligations under this Agreement to any third party, including by way of merger, consolidation, asset sale, or any transaction or series of transactions that results in a change in the beneficial ownership of more than fifty percent (50%) of a party's voting securities or management Control.

For purposes herein, "Affiliate" shall mean any individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association, or another entity that is directly Controlling or Controlled by the Developer, TRI Pointe Homes Holdings, Inc., Stanley Martin Homes, LLC, Red Cedar Development, LLC or Century Communities (as applicable).

For purposes herein, "Control", "Controlling", or "Controlled by" shall mean the direct ownership of more than fifty percent (50%) of the voting securities of Developer (and/or Affiliate), TRI Pointe Homes Holdings, Inc., Stanley Martin Homes, LLC, Red Cedar Development, LLC, Century Communities or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the Developer's (and/or Affiliate's), TRI Pointe Homes Holdings, Inc.'s, Stanley Martin Homes, LLC's, Red Cedar Development, LLC's or Century Communities' affairs.

(i) Recording. The Parties agree to enter into a memorandum of this Contract, which the Town may record in the Office of the Register of Deeds for Mecklenburg County, North Carolina. Within ten (10) days following any written request, Developer shall return to the Town an original signed and notarized memorandum of this Contract.

(j) Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach or default in connection with any of the provisions of the Contract, the prevailing Party or parties shall be entitled to recover reasonable paralegal and attorneys' fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

(k) No Partnership. Nothing contained in this Contract shall be construed to make the Town a partner with Developer or render either Party liable for the debts or obligations of the other.

(l) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a

Business Day, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Eastern Standard Time, unless otherwise expressly provided for herein.

(m) Time of the Essence. Time is of the essence with respect to every provision of this Contract.

(n) Further Assurances. On and after the Effective Date, the Town and Developer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Contract.

(o) No Third-Party Rights Created. This Contract is intended for the benefit of the Town and Developer and their successors and assigns and not for any other person, and no such persons shall enjoy any right, benefit, or entitlement under this Contract.

(p) No Waiver of Governmental Authority or Discretion. Nothing in this Contract shall be construed to bind, estop, direct, limit, or impair the future regulatory, legislative, or governmental discretion of the Town Council in a manner not permitted by law. The Town shall incur no liability to Developer for any losses or damages it may incur as a result of or in connection with the Town's exercise or performance of its regulatory, legislative, or governmental powers or functions, or any judicial determination regarding such exercise or performance, provided the Town shall be contractually bound by the terms of this Contract.

(q) Release of Information. Town and Developer acknowledge that this Contract and related documents provided by Developer are subject to disclosure under the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq. (the “Act”), except for information that is excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2. Developer acknowledges that this disclosure of the Town's public records requirements is given pursuant to N.C.G.S. § 132-1.11(b) and agrees that such disclosure is full and sufficient to the satisfaction of Developer. Both Parties agree that this section will survive the termination of the Contract. Nothing in this Contract precludes either Party from discussing the terms of this Contract or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public Council meetings in compliance with applicable laws.

(r) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Contract, and neither this Contract nor any provision hereof shall be construed against a party hereto because such party drafted it or caused it to be drafted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, under seal, as of the Effective Date.

TOWN:

TOWN OF PINEVILLE

ATTEST

By: _____ (SEAL)
 Name: _____
 Title: _____

 Town Clerk

[SEAL]

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

 Name: _____
 Title: Finance Director

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of THE TOWN OF PINEVILLE, a municipal corporation of the State of North Carolina, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the corporation for the purposes stated therein.

Date: _____

By: _____

Print Name: _____

 [SEAL OR STAMP]

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, under seal, as of the Effective Date.

DEVELOPER:

CONE MILL DEVELOPMENT VENTURES, LLC

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of CONE MILL DEVELOPMENT VENTURES, LLC, a North Carolina limited liability company, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the company for the purposes stated therein.

Date: _____

By: _____
Print Name: _____

[SEAL OR STAMP]

Notary Public
My Commission Expires: _____

Exhibit A

Description of the Property

ALL that certain lot or parcel of land situate, lying, and being in Mecklenburg County, North Carolina, and more particularly described as follows:

PARCEL I:

All that Tract of 27.561 Acres shown as Tract 1 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

PARCEL II:

All that Tract of 0.998 Acre shown as Tract 7 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

PARCEL III:

All that Tract of 0.931 Acre shown as Tract 8 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

Exhibit B

Town Resolution Approving this Contract and Purchase Agreement

Exhibit C

Development Plan



CONE MILL SITE - CONCEPT PLAN

SEPTEMBER 2024

Kimley » Horn

Exhibit D-1
Approved Elevations



STANLEY & MARTIN
HOMES

24' FRONT LOAD TOWNHOMES
PINEVILLE CONE MILL
PINEVILLE, NORTH CAROLINA

Exhibit D-2

Approved Elevations



5-Plex Front Elevation

tri pointe
HOMES

22' Rear Load Townhomes

Pineville, NC

02.23.2024





5-Plex Rear Elevation

tri pointe
HOMES

22' Rear Load Townhomes

Pineville, NC

02.23.2024



5-Plex Left Elevation

5-Plex Right Elevation

tri pointe
HOMES

22' Rear Load Townhomes

Pineville, NC

02.23.2024



THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Third Amendment") is made and entered into as of the ____ day of _____, 2025 by and between **CONE MILL DEVELOPMENT VENTURES, LLC**, a North Carolina limited liability company ("Buyer"), **THE TOWN OF PINEVILLE**, a North Carolina municipal corporation ("Town") and **PINEVILLE REDEVELOPMENT AND INVESTMENT, INC.**, a North Carolina nonprofit corporation (hereinafter referred to as "**Pineville Redevelopment**", and collectively with the Town, "**Seller**").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property dated October 23, 2024, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated March 21, 2025, and as further amended by that certain Second Agreement for Purchase and Sale of Real Property dated May 20, 2025 (as amended, the "**Agreement**"), for the purchase and sale of certain real property located at (i) 200 Dover Street and 306 Dover Street in Pineville, North Carolina, owned by the Town and having Mecklenburg County Tax Parcel Numbers 221-051-11 and 221-051-17; and (ii) a portion of that certain real property located at 436 Cone Avenue in Pineville, North Carolina, owned by Pineville Redevelopment and having Mecklenburg County Tax Parcel Number 221-051-07, all as more particularly described in the Agreement; and

WHEREAS, Seller and Buyer have agreed to amend the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, hereby agree as follows:

1. **Capitalized Terms; Incorporation.** All terms used in this Third Amendment with an initial capital letter which are not otherwise defined herein shall have the meanings given to such terms in the Agreement.

2. **Permitting Period.** Section 1(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(e) “**Permitting Period**” shall mean the period beginning on the first day following the expiration of the Examination Period and extending until 11:59 p.m. (EST) on the last day of the Brownfields Period (as hereinafter defined) (as the same may be extended pursuant to Section 33 below).”

3. **Expiration of the JDA Deadline, PO Deadline, and the Restrictions Deadline.** For the avoidance of doubt, the Parties hereby acknowledge and agree that the JDA Deadline, PO Deadline, and the Restrictions Deadline have all expired as of the date of this Third Amendment, and that the form of the Joint Development Agreement, the Purchase Option and the Restrictions have all been agreed upon by the Parties, and Buyer's and Seller's right to terminate the Agreement due to the failure of the Parties to agree upon the terms of such documents has expired.

4. Agreement in Full Force and Effect. Except as otherwise modified hereby, the Agreement remains otherwise unmodified and in full force and effect and is hereby ratified, confirmed and continued in all respects. In the event of any conflict between the terms of the Agreement and the terms of this Third Amendment, the terms of this Third Amendment shall control.
5. Governing Law. This Third Amendment shall be construed and interpreted under the laws of the State of North Carolina.
6. Miscellaneous. The parties hereby acknowledge and agree that the recitals set forth above are true and accurate as of the date hereof. Seller represents and warrants that the person executing this Third Amendment on its behalf is authorized to execute and deliver this Third Amendment and that all necessary approvals and consents have been obtained to bind Seller under this Third Amendment and the Agreement in accordance with their terms. Buyer represents and warrants that the person executing this Third Amendment on its behalf is authorized to execute and deliver this Third Amendment and that all necessary approvals and consents have been obtained to bind Buyer under this Third Amendment and the Agreement in accordance with their terms.
7. Transferees, Successors and Assigns. This Third Amendment shall inure to the benefit of and shall be binding upon Seller, Buyer, and their respective transferees, successors and assigns.
8. Execution Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but when taken together which shall constitute one and the same instrument. Signature pages to this Third Amendment may be delivered electronically as a .PDF or DocuSign form with the same force and effect as if original "wet" signatures had been delivered to each party hereto.

[Signatures appear on following page]

IN WITNESS WHEREOF, Seller and Buyer have entered into this Third Amendment as of the day and year first above written.

BUYER:

CONE MILL DEVELOPMENT VENTURES, LLC

By: _____

Name: _____

Title: _____

SELLER:

TOWN OF PINEVILLE

By: _____

Name: _____

Title: _____

**PINEVILLE REDEVELOPMENT AND
INVESTMENT, INC.**

By: _____

Name: _____

Title: _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Contract”) is made and entered into as of the _____ day of _____, 202____ (the “Effective Date”), by and between the **TOWN OF PINEVILLE**, a North Carolina municipal corporation (the “Town”) and **CONE MILL DEVELOPMENT VENTURES, LLC**, a North Carolina limited liability company (“Developer”). The Town and the Developer are sometimes separately referred to in this Contract as a “Party” or jointly referred to as the “Parties.”

RECITALS:

A. The Town is authorized, pursuant to powers granted under North Carolina General Statutes (“N.C.G.S.”) §160D-1312 and N.C.G.S. §160D-1315, to, among other things, convey a property owned by the Town to a private developer in connection with a joint development project; subject, however, to certain covenants, conditions and restrictions as the Town deems to be in the public interest and/or necessary to carry out the purpose of N.C.G.S. §160D-1315.

B. The Town, Pineville Redevelopment and Investment, Inc. (“Pineville Redevelopment”) and Developer are parties to that certain **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**, dated October 23, 2024 (as amended and assigned from time to time, the “Purchase Agreement”) pursuant to which the Town and Pineville Redevelopment have agreed to sell, and Developer has agreed to purchase, that certain real property located at 200 Dover Street and 306 Dover Street in Pineville, North Carolina, owned by the Town and having Mecklenburg County Tax Parcel Numbers 221-051-11 and 221-051-17, respectively, and that certain real property located at 436 Cone Avenue in Pineville, North Carolina, owned by Pineville Redevelopment and having Mecklenburg County Tax Parcel Number 221-051-07, all being more particularly described on Exhibit A attached hereto (collectively, the “Property”).

C. The Purchase Agreement, among other things, provides for the Town and Developer to enter into a Public-Private Joint Development Agreement in order to facilitate the development and clearly state the rights, obligations, and liabilities of the Town and Developer as it relates to the construction of certain improvements on the Property, and Developer and the Town desire to enter into this Contract for such purpose.

D. N.C.G.S. §160D-1001 through §160D-1012 (the “Development Agreement Act”), enables local governments to enter into binding development agreements with entities intending to develop real property under certain conditions, procedures, and requirements set forth in the Development Agreement Act, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

E. The development of the Property is consistent with the Town’s adopted policy guidance, and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the Town:

1. Resulting in a significant positive effect on the revitalization of the central business district;
2. Furthering the goals of securing an appropriate residential and commercial density on the Property and implementation of the Development Plan (as defined herein); and

3. Provision of an efficient, effective, and practical overall plan for addressing the development of the Property.

F. The general benefits to be received by the Developer from the development of the Property include, without limitation:

1. Development rights for a total of a maximum of 162 townhome units on the Property, pursuant to the Development Plan.

2. Development rights for a total of between 24,000 and 50,000 square feet of commercial buildings on the Property, pursuant to the Development Plan.

3. Development rights for parking pads, off-street parking, and/or a parking garage on the Property, pursuant to the Development Plan.

G. The general benefits to be received by the Town from the development of the Property include, without limitation:

1. Pursuant to the terms of a Declaration of Use Restrictions, the terms of which shall be approved by the Town and which shall be recorded at the time of Closing on the Property, the quantity of townhome units that can be leased at any given time shall be limited to no more than ten percent (10%) of the total townhomes located on the Property;

2. Pursuant to the terms of the Purchase Agreement, execution and delivery of an option agreement in favor of the Town (the "Option Agreement") to re-purchase the Property in the event the Phase I Improvements and/or Phase II Improvements (as each hereinafter defined) have not been commenced on or before the Phase I Deadline or Phase II Deadline (as both hereinafter defined), or the Phase I Improvements and/or Phase II Improvements are abandoned as more particularly described in the Option Agreement; and

3. Construction by Developer of the Public Infrastructure Systems at the Developer's sole cost and expense.

H. Pursuant to N.C.G.S. §160D-1005 and N.C.G.S §160D-1312, a public hearing regarding this Contract and the Purchase Agreement was held at the December 10, 2024 meeting of the Town of Pineville Town Council (the "Town Council"). The notice of public hearing specified, among other things, the location of the Property subject to this Contract and the Purchase Agreement, the development uses proposed on the Property in accordance with the Development Plan, and the appraisal of the Property. The Purchase Agreement was available for public inspection at the Town's Town Hall. At that meeting, the Town Council passed a Resolution approving the Purchase Agreement, attached hereto as Exhibit B.

I. The Town and Developer agree that the Developer shall (i) complete the construction of the Phase I Improvements and Phase II Improvements on the Property; (ii) complete the construction of the Public Infrastructure Systems and the Water and Sewer Infrastructure; (iii) complete the construction of the Designated Parking Areas; (iv) complete the construction of the Town Green; and (v) dedicate the Public Infrastructure Systems and the Town Green to the Town following completion of such development.

J. The Town and Developer, pursuant to the Purchase Agreement, hereby enter into this Contract to more specifically set forth their understandings regarding the development and use of the Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree as follows:

SECTION 1. Incorporation of Recitals; Defined Terms.

(a) The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

(b) Defined terms are indicated herein by initial capital letters; and shall have the meanings set forth herein, whether or not such terms are used before or after the definitions are set forth; and if not specifically set forth herein, defined terms shall have the meanings set forth in the Purchase Agreement.

(c) “Designated Parking Area” shall mean that certain parking area designated for use at all times by the general public, comprised of approximately ninety (90) parking spaces, as labeled as “For Town/General Use” on the Development Plan.

(d) “Development Plan” shall mean the plan that becomes part of the zoning of the Property as approved by Town Council, which establishes the level and detail of development allowed absent further zoning action except as otherwise allowed or required under this Contract, and which is generally consistent with that certain Developer’s Concept Plan dated September 2024 as set forth on Exhibit C hereto. For the avoidance of doubt, such Development Plan is not approved by Town Council by execution of this Contract, and must be approved by Town Council, if at all, pursuant to all applicable laws and ordinances.

(e) “Force Majeure”: No Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party’s reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party’s reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within fifteen (15) days of the commencement of such delay and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. Notwithstanding the foregoing, in no event shall Developer’s performance of its obligations under this Contract be extended beyond one hundred fifty (150) days after the applicable deadline herein.

(f) “Governmental Requirements” shall mean all building, zoning, subdivision, traffic, parking, land use, environmental, occupancy, health, accessibility for disabled, and other applicable laws, statutes, codes, ordinances, rules, regulations, requirements, and decrees of any federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, agency, authority,

department, including all conditions or requirements of any permits, licenses, variances, entitlements and/or approvals.

(g) “Improvements” shall mean all buildings, structures, fixtures, parking areas, parks, roadways, sidewalks, and other improvements located on the Property.

(h) “Phase I” shall mean the portion of the Property and Improvements labeled as “Phase I” on the Development Plan.

(i) “Phase I Deadline” shall mean the date that is twelve (12) months after the Closing Date.

(j) “Phase I Improvements” shall mean the Improvements set forth on the Development Plan and labeled as “Phase I” thereon.

(k) “Phase II” shall mean the portion of the Property and Improvements labeled as “Phase II” on the Development Plan.

(l) “Phase II Deadline” shall mean the date this is thirty-six (36) months after the Closing Date.

(m) “Phase II Improvements” shall mean the Improvements set forth on the Development Plan and labeled as “Phase II” thereon.

(n) “Public Infrastructure Systems” shall include the widening of Dover Street, installation of sidewalks bordering Dover Street, and construction of related and ancillary public infrastructure systems, all as depicted on the Development Plan.

(o) “Substantially Complete” shall mean, at Developer’s sole cost and expense: (i) all development, demolition, grading, site work, off-site development, related public infrastructure, construction, installation and remediation of the Improvements required to be completed pursuant to the Purchase Agreement, this Contract, and the Development Plan has been completed in accordance with the foregoing and in compliance with all Governmental Requirements, as evidenced by certificates from the architect and engineer responsible for design and development of the Phase I Improvements, and/or Phase II Improvements, and/or Water Sewer Infrastructure, and/or Public Infrastructure Systems (as applicable); and (only in the case of the Phase I Improvements and the Phase II Improvements) (ii) issuance of a certificate (or certificates) of occupancy by the applicable governmental authority for the immediate occupancy, use and opening to the public of the Phase I Improvements or Phase II Improvements (as applicable).

(p) “Term”: The term of this Contract shall commence upon the Closing Date and continue until Developer has completed all of its obligations and covenants set forth herein.

(q) “Town Green” shall mean that area designated as a public park and comprising approximately 0.5 acres and labeled as “Park to be Deeded to Town of Pineville” on the Development Plan, and any Improvements located thereon.

(r) “Water and Sewer Infrastructure” shall mean all infrastructure required by the Town that allows water and sewer to be delivered to or from the Property and integrated into the Town’s utility system, and all infrastructure, which may include natural features, that allows stormwater from the Property to be

managed in accordance with Governmental Requirements. It includes, but is not limited to, lines, mains, outfalls, water and sewer connections to the street mains including meter box and meter yoke, water meters to the extent required under Governmental Requirements, all construction and repair to streets and rights of way within which water, sewer, or stormwater infrastructure is located, pump stations, water towers, water booster stations, and all natural and constructed stormwater infrastructure that carries or treats stormwater, or mitigates the impact of stormwater. It may include, if allowed under Governmental Requirements, natural features and improvements located on individual lots to the extent they are part of the planned stormwater system or contribute to meeting water quality requirements.

SECTION 2. Developer Obligations.

(a) Developer shall commence construction of the Phase I Improvements on or before the Phase I Deadline and shall not abandon its construction activities for either (i) a total period of ninety (90) consecutive days, or (ii) a total period of one hundred twenty (120) cumulative days in any consecutive six (6) month period, in each case subject, however, to Force Majeure.

(b) Developer shall commence construction of the Phase II Improvements on or before the Phase II Deadline and shall not abandon its construction activities for either (i) a total period of ninety (90) consecutive days, or (ii) a total period of one hundred twenty (120) cumulative days in any consecutive six (6) month period, in each case subject, however, to Force Majeure.

(c) Developer shall Substantially Complete the Public Infrastructure Systems and the Water and Sewer Infrastructure on or before the date that is the date that the first townhome unit on the Property is sold.

(d) As part of the Improvements, Developer shall ensure that the following conditions are satisfied:

- i. The total square footage of Improvements designated as commercial use within the Property at the completion of the Phase I Improvements and the Phase II Improvements is between Twenty-Four Thousand (24,000) and Fifty Thousand (50,000); provided, however, in the event that the Improvements designated as commercial use include less than 24,000 square feet in the aggregate, same shall not constitute an Event of Default hereunder, but in such event the Town shall have the option to either (A) re-purchase any such undeveloped land in accordance with the Option Agreement, or (B) require Developer to convert any such undeveloped land to additional Town Green in accordance with the obligations established in this Section 2.
- ii. Prior to commencing construction of the Improvements, Developer must install a six-foot (6') fence along the boundary of the Property in the area highlighted in red and labeled "Fence" on the Development Plan.
- iii. Developer shall provide private trash service for the Phase I Improvements and Phase II Improvements; provided, however, the Town may provide public trash service for only the Phase I Improvements so long as the turning radius of the roadways within the Property meet the Town's applicable codes and ordinances required for public trash service.
- iv. Developer shall rehabilitate the existing historic smokestack and boiler room currently located on the Property in a good and workman-like manner for aesthetic purposes (i.e., the smokestack and boiler room are not required to function as their originally-constructed purpose).

(e) Within thirty (30) days of the Phase II Improvements being Substantially Completed, Developer shall, in a manner specified by the Town and in accordance with all Governmental Requirements, dedicate the Public Infrastructure Systems and Town Green to the Town. Upon acceptance of the dedicated Public Infrastructure Systems and Town Green by Town Council, the Town shall thereafter be responsible for maintenance of the Public Infrastructure Systems and Town Green. The determination as to whether the Public Infrastructure Systems and Town Green complies with Governmental Requirements shall be made by the Town in its sole discretion. The Town may require, among other things, certified as-built plans for the Public Infrastructure Systems and Town Green; a release of liens from contractors and subcontractors; additional plats or deeds for property containing the Town Green; releases of any mortgage or security interests in such property; and any other information the Town deems to be necessary to accept the constructed Public Infrastructure Systems and Town Green.

(f) Within thirty (30) days of the Phase II Improvements being Substantially Completed, Developer shall, in its sole discretion, either (i) in a manner specified by the Town and in accordance with all Governmental Requirements, dedicate the Designated Parking Area to the Town, or (ii) execute and record an easement agreement granting to the Town the use of the Designated Parking Area (the **“Designated Parking Area Easement”**). Upon acceptance of the dedicated Designated Parking Area by Town Council or recordation of the Designated Parking Area Easement (as applicable), the Town shall thereafter be responsible for maintenance of the Designated Parking Area at its sole cost and expense. The determination as to whether the Designated Parking Area complies with Governmental Requirements shall be made by the Town in its sole discretion. The Town may require, among other things, certified as-built plans for the Designated Parking Area; a release of liens from contractors and subcontractors; additional plats or deeds for property containing the Designated Parking Area; releases of any mortgage or security interests in such property; and any other information the Town deems to be necessary to accept the constructed Designated Parking Area. For the avoidance of doubt, the Designated Parking Area shall not be for residential use, shall not be reserved exclusively for use by any of the occupants within the Property, and shall not be counted towards any parking requirements under the Town’s code or ordinances necessary for the Phase I Improvements and/or Phase II Improvements.

SECTION 3. Town Obligations.

(a) The Parties understand and acknowledge that the terms of this Contract are subject to Developer acquiring title to the Property subject to the terms of the Purchase Agreement, and the Town, subject to the terms thereof, is required to convey the Property to Developer (and cause Pineville Redevelopment to convey the portion of the Property owned by Pineville Redevelopment to Developer).

(b) The Parties understand and acknowledge that in order for Developer to construct the Improvements, Developer is seeking approval of the Development Plan and this Contract, and Developer shall only be obligated to construct the Improvements if the Town grants such approval, which may be granted in the Town’s sole discretion.

SECTION 4. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of the Town, its agents, employees or contractors, Developer shall indemnify, defend, and hold harmless the Town (including employees, council members, agents, consultants, attorneys, successors, and assigns), to the full extent permitted by law, from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys’ fees, costs, and expenses) arising from, or in connection with: (a) the development of the Improvements on the Property; and/or (b) the negligent acts or omissions, fraud, or willful misconduct of Developer (or by its agents or contractors) in connection with this Contract; and/or (c) an Event of Default of Developer.

SECTION 5. Event of Default and Remedies.

(a) Any breach or default by Developer of any covenant, duty, obligation, representation, warranty or covenant under this Contract shall be an "**Event of Default**"; provided, however, that before such breach or default shall be deemed an Event of Default, Developer: (i) shall have received written notice from the Town of such breach or default; and (ii) shall have (1) failed to cure or remedy such breach or default within thirty (30) days following such notice; or (2) if such breach or default does not consist of the failure to pay money and cannot reasonably be cured within such thirty (30) day period, failed to commence such cure within such thirty (30) day period or failed to diligently and continuously pursue such a cure or remedy thereafter and in any event failed to fully cure or remedy such breach or default within sixty (60) days of such notice.

(b) Upon an Event of Default, the Town shall have the right to exercise any and all rights and remedies available at law or in equity, including, without limitation, any one or more of the following: (i) terminate this Contract; and/or (ii) recapture the Property pursuant to the terms of the Option Agreement (to the extent expressly set forth therein), which will be agreed upon by the Parties pursuant to the terms of the Purchase Agreement; and/or (iii) the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Developer; and/or (iv) recover from the Developer all costs and expenses, including reasonable attorney's fees, incurred by the Town related to the Purchase Agreement and/or this Contract.

(c) If the Town fails to cure any breach or default by the Town of any covenant, duty, obligation, representation, warranty or covenant under this Contract within the cure period stated below, then such breach shall be a "**Town Default**" hereunder, and Developer may be entitled to exercise any and all rights and remedies available at law or in equity, including, without limitation, the right to receive reimbursement of an amount of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the Town; provided that, regardless of the remedy elected by Developer, Developer has first allowed a thirty (30) day period during which the Town shall have the opportunity to remedy Developer's claimed breach, or if such breach or default cannot reasonably be cured within such thirty (30) day period, such time period as is necessary under the circumstances (not to exceed a total of sixty (60) days) if the Town has commenced such cure within such thirty (30) day period and thereafter diligently and continuously pursued such cure.

(d) Except as may otherwise be expressly provided in this Contract: (i) the exercise of one or more of the rights and remedies under this Contract shall not preclude the exercise of any other right or remedy under this Contract, at law, or in equity; and (ii) damages at law may not be an adequate remedy for a breach or threatened breach of this Contract and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

SECTION 6. Applicable Regulation.

(a) Applicable Law and Development Standards. Except as otherwise provided by this Contract, development of the Improvements on the Property shall be in conformance with the Governmental Requirements and all other applicable law.

(b) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Contract, must comply with any building,

housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity. This Contract shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity.

(c) Updates to Town Ordinances. Where any Town ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a “New Ordinance”), differs from the Governmental Requirements, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Governmental Requirements. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Contract. Developer shall submit such request in writing to the Town, and the Town shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Governmental Requirements shall be a non-material change to this Contract.

(d) Permits Needed. The Parties anticipate that certain permits will be needed to complete the development of the Improvements on the Property, which may include, approval of the Development Plan, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificates of compliance, and city water and sewer permits. The failure of this Contract to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

(e) Changes. Changes to the Development Plan, the Purchase Agreement, and/or this Contract, shall be considered in accordance with the procedures set forth in the Town ordinances and State law.

SECTION 7. Miscellaneous.

(a) Insurance. Developer will maintain, at its sole cost and expense, the following insurance coverages throughout the Term: (i) commercial general liability insurance with limits of at least \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate; (ii) workers’ compensation and employer’s liability insurance covering Developer’s employees that perform services under this Contract in an amount no less than statutory requirements; (iii) automobile liability insurance covering owned, hired, and non-owned vehicles, with a limit of at least \$1,000,000.00 for each accident; (iv) “Builder’s Risk” and property insurance to full insurable value of the Phase I Improvements or Phase II Improvements (as applicable) which insurance shall insure against the perils of fire and extended coverage and shall include “all risk” insurance; and (v) excess liability insurance insuring losses in excess of the insurance required under this section equal to at least \$5,000,000.00 per occurrence. The Town shall be named as additional insureds on Developer’s insurance policies. All insurance shall be obtained from reputable insurance companies licensed in the State of North Carolina. Developer shall deliver to the Town evidence of such insurance within ten (10) days after the Effective Date.

(b) Representations and Warranties. Developer represents, warrants and covenants to the Town that: (i) it is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business and is in good standing under the laws of the State of North Carolina; (ii) it has the full right, power, and authority to perform its obligations under this Contract; (iii) it is qualified and has the skill and professional competence, expertise, and experience to undertake the obligations imposed, and to perform the work contemplated by this Contract; (iv) it holds and shall maintain at all times during the term of this Contract all licenses, permits, or other certifications necessary to perform its duties under this Contract, and is in compliance with and

shall continue to comply with all Governmental Requirements; and (v) it will execute, deliver and perform its obligations under this Contract, subject to the terms and conditions hereof.

(c) Survival of Provisions. All the warranties and representations set forth herein shall survive for a period of twelve (12) months following completion of the last of Developer's obligations. All covenants and indemnities set forth herein shall survive the expiration or termination of this Contract for a period of twelve (12) months following completion of the last of Developer's obligations.

(d) Notices. Any notice pursuant to this Contract shall be given in writing by (i) personal delivery, (ii) reputable overnight delivery service with proof of delivery, (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) electronic mail (e-mail) transmission, sent to the intended addressee at the address set forth below. Any notice may be given by a Party or a Party's attorney. If a notice is given by certified or registered mail (as described in item (iii)), it shall be deemed given when deposited in the United States mail. If a notice is given by overnight delivery (as described in item (ii)), it shall be deemed given when delivered to the applicable overnight courier. Any notice given by personal delivery (as described in item (i)) shall be deemed given on actual receipt by the addressee thereof (or upon refusal to accept delivery). If a notice is given by electronic mail (e-mail) transmission, it shall be deemed given on the date of the transmission. The addresses for notices given pursuant to this Contract shall be as follows:

Town: Town of Pineville
200 Dover Street
Pineville, North Carolina 28134
Attn: Ryan Spitzer
Email: rspitzer@pinevillenc.gov

With a copy to: Johnston Allison Hord
1065 East Morehead Street
Charlotte, North Carolina 28204
Attn: John Buben
Email: jbuben@jahlaw.com

Developer: Cone Mill Development Ventures, LLC
3315 Springbank Lane, Suite 308
Charlotte, North Carolina 28226
Attention: Kirk Broadbooks
Email: kirk.broadbooks@gmail.com

With a copy to: Alexander Ricks PLLC
1420 E. 7th Street, Suite 100
Charlotte, North Carolina 28204
Attention: Jim McLeod
Email: jim.mcleod@alexanderricks.com

Either Party may, from time to time, by notice as herein provided, designate a different address to which notices shall be sent.

(e) Applicable Law. This Contract shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only

proper venue and court for litigation related to, arising out of, or connected with this Contract or the relationships between the parties established by this Contract shall be Mecklenburg County Superior Court.

(f) Entire Agreement. This Contract and any exhibits and schedules hereto contain the entire understanding and agreement by and between the Parties and all prior or contemporaneous oral or written agreements or instruments are merged, and no amendment to this Contract shall be effective unless the same is in writing and signed by the Parties hereto; if there is a conflict between the terms of this Contract and the terms of the Purchase Agreement, the terms of this Contract shall control. Pursuant to North Carolina law, major modifications or significant changes to this Contract shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Contract. Unless this Contract is amended by vote of the Town Council taken with the same formality as the vote approving this Contract, no officer, official or agent of the Town has the power to amend, modify or alter this Contract or waive any of its conditions except as set forth herein.

(g) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

(h) Severability. If any term or provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(i) Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only and the words set forth herein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

(j) Counterpart Originals. This Contract may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute but one original. PDF or facsimile copies of signatures on this Contract shall be effective as originals.

(k) Assignment. Neither Developer nor Affiliate may Assign this Contract (which for avoidance of doubt, shall include a change in Control of Developer) or any of its rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of law, or otherwise, nor permit or consummate any direct or indirect change of Control of Developer (and/or any assignee-Affiliate of Developer) without the prior written consent of Town; provided, however, Developer may Assign its rights and obligations under this Contract to the following without the Town's consent: (1) TRI Pointe Homes Holdings, Inc., (2) Stanley Martin Homes, LLC, (3) Red Cedar Development, LLC, (4) Century Communities or (5) a joint venture entity owned and controlled by (i) any of the foregoing, and (ii) Developer; provided, however, that any such assignment without Town's consent shall only be permitted if such assignee develops the Phase I Improvements in accordance with the elevations depicted on Exhibit D-1 or Exhibit D-2 attached hereto and incorporated herein by reference, which elevations have been approved by the Town.

For purposes herein, "Assign" shall mean to transfer, delegate, sell, pledge, encumber, or otherwise dispose of any rights or obligations under this Agreement to any third party, including by way of merger, consolidation, asset sale, or any transaction or series of transactions that results in a change in the beneficial ownership of more than fifty percent (50%) of a party's voting securities or management Control.

For purposes herein, “**Affiliate**” shall mean any individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association, or another entity that is directly Controlling or Controlled by the Developer, TRI Pointe Homes Holdings, Inc., Stanley Martin Homes, LLC, Red Cedar Development, LLC or Century Communities (as applicable).

For purposes herein, “**Control**”, “**Controlling**”, or “**Controlled by**” shall mean the direct ownership of more than fifty percent (50%) of the voting securities of Developer (and/or Affiliate), TRI Pointe Homes Holdings, Inc., Stanley Martin Homes, LLC, Red Cedar Development, LLC, Century Communities or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the Developer’s (and/or Affiliate’s), TRI Pointe Homes Holdings, Inc.’s, Stanley Martin Homes, LLC’s, Red Cedar Development, LLC’s or Century Communities’ affairs.

(l) **Recording.** The Parties agree to enter into a memorandum of this Contract and/or the Option Agreement, which the Town may record in the Office of the Register of Deeds for Mecklenburg County, North Carolina. Within ten (10) days following any written request, Developer shall return to the Town an original signed and notarized memorandum of this Contract and/or the Option Agreement described in this section.

(m) **Attorneys’ Fees and Costs.** If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach or default in connection with any of the provisions of the Contract, the prevailing Party or parties shall be entitled to recover reasonable paralegal and attorneys’ fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

(n) **No Partnership.** Nothing contained in this Contract shall be construed to make the Town a partner with Developer or render either Party liable for the debts or obligations of the other.

(o) **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Eastern Standard Time, unless otherwise expressly provided for herein.

(p) **Time of the Essence.** Time is of the essence with respect to every provision of this Contract.

(q) **Further Assurances.** On and after the Effective Date, the Town and Developer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Contract.

(r) **No Third-Party Rights Created.** This Contract is intended for the benefit of the Town and Developer and their successors and assigns and not for any other person, and no such persons shall enjoy any right, benefit, or entitlement under this Contract.

(s) No Waiver of Governmental Authority or Discretion. Nothing in this Contract shall be construed to bind, estop, direct, limit, or impair the future regulatory, legislative, or governmental discretion of the Town Council in a manner not permitted by law. The Town shall incur no liability to Developer for any losses or damages it may incur as a result of or in connection with the Town's exercise or performance of its regulatory, legislative, or governmental powers or functions, or any judicial determination regarding such exercise or performance, provided the Town shall be contractually bound by the terms of this Contract.

(t) Release of Information. Town and Developer acknowledge that this Contract and related documents provided by Developer are subject to disclosure under the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq. (the “Act”), except for information that is excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2. Developer acknowledges that this disclosure of the Town's public records requirements is given pursuant to N.C.G.S. § 132-1.11(b) and agrees that such disclosure is full and sufficient to the satisfaction of Developer. Both Parties agree that this section will survive the termination of the Contract. Nothing in this Contract precludes either Party from discussing the terms of this Contract or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public Council meetings in compliance with applicable laws.

(u) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Contract, and neither this Contract nor any provision hereof shall be construed against a party hereto because such party drafted it or caused it to be drafted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, under seal, as of the Effective Date.

TOWN:

TOWN OF PINEVILLE

ATTEST

By: _____ (SEAL)
 Name: _____
 Title: _____

 Town Clerk

[SEAL]

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

 Name: _____
 Title: Finance Director

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of THE TOWN OF PINEVILLE, a municipal corporation of the State of North Carolina, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the corporation for the purposes stated therein.

Date: _____

By: _____
 Print Name: _____

[SEAL OR STAMP]

 Notary Public
 My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, under seal, as of the Effective Date.

DEVELOPER:

CONE MILL DEVELOPMENT VENTURES, LLC

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of CONE MILL DEVELOPMENT VENTURES, LLC, a North Carolina limited liability company, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the company for the purposes stated therein.

Date: _____ By: _____
Print Name: _____

[SEAL OR STAMP] Notary Public
My Commission Expires: _____

Exhibit A

Description of the Property

ALL that certain lot or parcel of land situate, lying, and being in Mecklenburg County, North Carolina, and more particularly described as follows:

PARCEL I:

All that Tract of 27.561 Acres shown as Tract 1 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

PARCEL II:

All that Tract of 0.998 Acre shown as Tract 7 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

PARCEL III:

All that Tract of 0.931 Acre shown as Tract 8 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

Exhibit B

Town Resolution Approving this Contract and Purchase Agreement

Exhibit C**Development Plan****CONE MILL SITE - CONCEPT PLAN**

SEPTEMBER 2024

Kimley»Horn

Exhibit D-1

Approved Elevations



STANLEY & MARTIN
HOMES

24' FRONT LOAD TOWNHOMES
PINEVILLE CONE MILL
PINEVILLE, NORTH CAROLINA

Exhibit D-2

Approved Elevations



5-Plex Front Elevation

tri pointe
HOMES

22' Rear Load Townhomes

Pineville, NC

02.23.2024





5-Plex Rear Elevation

tri pointe
HOMES

22' Rear Load Townhomes

Pineville, NC

02.23.2024



5-Plex Left Elevation

5-Plex Right Elevation

tri pointe
HOMES

22' Rear Load Townhomes

Pineville, NC

02.23.2024



PREPARED BY AND RETURN TO:
 Alexander Ricks PLLC (JRM)
 1420 E. 7th Street, Suite 100
 Charlotte, NC 28204

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

**DECLARATION OF USE
RESTRICTIONS**

This DECLARATION OF USE RESTRICTIONS (this “Declaration”) is made as of _____, 2025, by **CONE MILL DEVELOPMENT VENTURES, LLC**, a North Carolina limited liability company, its successors or assigns (the “Declarant”).

RECITALS:

A. Concurrently with the recording of this Declaration and in accordance with that certain Agreement for Purchase and Sale of Real Property effective as of October 23, 2024 (as amended and assigned from time to time, the “Agreement”), The Town of Pineville, a North Carolina municipal corporation (the “Town”) and Pineville Redevelopment and Investment, Inc., a North Carolina nonprofit corporation (“PRI” and together with the Town, “Pineville”) has conveyed to Declarant those certain tracts of land located at (i) 200 Dover Street, Pineville, North Carolina, bearing Mecklenburg County tax parcel identification number 22105111, (ii) 306 Dover Street, Pineville, North Carolina, bearing Mecklenburg County tax parcel identification number 22105117, and (iii) 436 Cone Avenue, Pineville, North Carolina, bearing Mecklenburg County tax parcel identification number 22105107, all as more particularly described on Exhibit A attached hereto and incorporated herein (the “Property”).

B. Pursuant to the Agreement, Declarant shall develop a portion of the Property for use as residential townhomes (the “Townhomes”).

C. Pursuant to the Agreement, Declarant has agreed to encumber the Property with certain use restrictions as set forth in this Declaration.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. Recitals. All of the above recitals hereby incorporated herein by reference.

2. Use Restriction. Declarant shall not rent, lease, or sublease the Townhomes on the Property (including any improvements or fixture thereto) or any part thereof, or otherwise transfer or attempt to transfer a tenancy or leasehold interest in the Townhomes on the Property, or any part thereof, in an amount that exceeds ten percent (10%) of the total number of Townhomes located on the Property at any given time.

3. Maximum Townhomes. There shall not exceed a maximum of one hundred sixty-two (162) Townhomes on the Property.

4. Workforce Housing. In an effort to provide affordable, or inclusionary, housing as a component of the development of the Property, Declarant shall develop no less than five (5) and no more than ten (10) Townhomes on the Property as "workforce housing" (the "**Workforce Townhomes**"). The Workforce Townhomes shall be approximately eighteen (18) feet wide and have a one-car garage. Declarant will ensure that each Workforce Townhome is conveyed, sold, rented, leased, subleased, or otherwise transferred only to individuals or households whose annual income is no more than the greater of (i) eighty percent (80%) of the average median income for Mecklenburg County, North Carolina considering the size of the household in question, as published from time to time by the U.S. Census Bureau or any successor thereto, and (ii) Sixty Thousand and No/100 Dollars (\$60,000.00). For avoidance of doubt, the average median income per household in 2023 for Mecklenburg County, North Carolina according to the U.S. Census Bureau was \$83,765.00. Declarant will require, as a condition of any transfer of the Workforce Townhomes, that the transferee provide reasonable documentation evidencing eligibility under the income restriction contained in this Section 4. Declarant will provide the necessary certifications and documentation to the Town (or its designee) upon request to verify compliance with this Section 4.

5. Governing Documents. The restrictions hereby imposed in Section 2 and Section 3 and Section 4 of this Declaration shall be included in any deed, conveying document, declaration, homeowner association, or the like governing the Townhomes at the Property and shall run with the land. Prior to recording any such declaration, homeowner association or governing document applicable to the Property, Declarant shall first provide a draft thereof to Pineville for its review and approval, such approval not to be unreasonably withheld, conditioned, or delayed.

6. Enforcement. Pineville may enforce the restrictions hereby created by suit for injunctive relief and/or a decree of specific performance prohibiting such activities in violation of the provisions hereof and/or enforcing the terms of this Declaration, in addition to any other remedies provided by law or equity. If at any time (i) Declarant shall fail to pay or perform any of its obligations in accordance with the terms and provisions of this Agreement, and (ii) such failure shall continue for a period of thirty (30) days after receipt of written notice thereof to the Declarant from Pineville then Pineville may, without limitation of such other remedies as may be available at law or in equity, file a notice of lien against the fee interest of the Property owned by the Declarant. The lien shall continue in full force and effect until the default is cured or otherwise discharged or satisfied. Upon such cure, discharge or satisfaction, any lien established in accordance with this Section 6 shall automatically be released and Pineville shall file a termination thereof. Such liens may be enforced by a proceeding in equity to foreclose or by any other remedy available at law or in equity or in the same manner as a power of sale mortgage may be foreclosed. In any litigation arising hereunder, the prevailing party shall be entitled to all reasonable expenses and court costs incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees and costs on appeal, from the losing party. Any indulgence or departure at any time or by any party from any of the provisions hereof or failure by any party to exercise any of its rights and remedies shall not modify the same or relate to the future, or waive future compliance therewith by any other party.

7. Miscellaneous Provisions.

a. Governing Law; Severability. The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Declaration. If any provision of this Declaration shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

b. Successors and Assigns. The terms, provisions and covenants of this Declaration shall be binding upon the owner(s) of any fee simple interest in any portion of the Property from time to time.

c. Amendment to Declaration. This Declaration may be amended only by a written agreement executed by the owner(s) of fee simple interest in all of the Property.

d. Binding Effect. The conditions, restrictions and easements contained in this Declaration are covenants running with the land; they shall be binding upon and inure to the benefit of Declarant's successors and assigns in title to all or part of the Property.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

**CONE MILL DEVELOPMENT VENTURES,
LLC, a North Carolina limited liability company**

By: _____

(SEAL)

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of CONE MILL DEVELOPMENT VENTURES, LLC, a North Carolina limited liability company, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the company for the purposes stated therein.

Date: _____

By: _____

Print Name: _____

Notary Public

[SEAL OR STAMP]

My Commission Expires: _____

Exhibit A

Description of the Property

ALL that certain lot or parcel of land situate, lying, and being in Mecklenburg County, North Carolina, and more particularly described as follows:

PARCEL I:

All that Tract of 27.561 Acres shown as Tract 1 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

PARCEL II:

All that Tract of 0.998 Acre shown as Tract 7 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

PARCEL III:

All that Tract of 0.931 Acre shown as Tract 8 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: September 9, 2025

Agenda Title/Category:	CIAC – DRB (Miller Farm Development)		
Staff Contact/Presenter:	Ryan Spitzer		
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:
Background:	In November 2023, Pineville Town Council enacted a Contribution in Aid of Construction (CIAC) for the extension of electric lines to new developments.		
Discussion:	DRB is asking Town Council if they would waive or reduce the fee as calculated based on the Line Extension Policy.		
Fiscal impact:	\$335,601.91		
Attachments:	<ol style="list-style-type: none"> 1. DRB Request 2. Line Extension Policy 		
Recommended Motion to be made by Council:			

Ryan Spitzer, ICMA-CM
Town Manager
Town of Pineville
505 Main Street
Pineville, NC 28134

RE: Waiver of Contribution in Aid of Construction Fees Associated with the Miller Farm Project

Dear Ryan,

We appreciate your willingness to present the Town Council our request for the waiver of the \$335,601.91 Contribution in Aid of Construction ("CIAC") fee.

We have executed the CIAC form, the service installation contract, and submitted a check in the full amount of the CIAC fee, so that ElectricCities may commence their installation of electric service to serve the project as soon as possible, and with the understanding that should the Town Council hear and approve our request for a waiver, that the fee will be refunded.

Respectfully,



Jay Colvin
Division President
DRB Homes Charlotte
227 W. Trade St.
Ste. 400
Charlotte, NC 28202

Account # _____

ElectriCities of North Carolina Electric Service Installation Contract

I, DRB Group - Charlotte Division, have requested that ElectriCities of North Carolina (ElectriCities Regional Operations), acting as the electric system operator on behalf of the Towns of Huntersville, Cornelius, and Pineville, install an overhead X underground electric service at my home or business located at Miller Farm Subdivision, Hwy 51 Pineville NC. The estimated cost for construction (ciac) is \$335,601.91. The estimated cost for the lighting is: (upfront) \$ 111,316.92 and Monthly cost for lighting as shown (80) Granville's is \$ 2,170.82

In making this request I understand and agree to the following provisions:

- As property owner or developer, I am responsible for identifying the correct location of all underground objects that might be damaged by, or cause damage to ElectriCities or its chosen contractor's equipment during the process of installation. These include, but are not limited to septic tanks, drain lines, water lines, irrigation lines and systems, and customer owned electric or communications lines. If I am unable to locate, incorrectly locate, or fail to notify ElectriCities or its chosen contractor of customer owned underground objects, then I assume full responsibility to replace, or repair said objects at my own cost.
- Retaining walls or supporting geo-grid must be specifically identified. ElectriCities nor its contractor will accept responsibility for the future life of these structures. Any work required by the customer within 10 ft of these type structures requires additional design consideration and signed permission.
- Once so informed of the correct location of customer owned underground objects, ElectriCities and its chosen contractor will take every precaution to avoid damage to said objects.
- ElectriCities or its chosen contractor will perform the electric installation in a professional manner, and exercise caution when excavating near above ground objects or correctly identified underground objects.
- I understand the specific route of the proposed underground or overhead electric installation.

Exact placement of all facilities is directly communicated at the site location between ElectriCities personnel and the developer/builder. The placement will be flagged/staked prior to installation. Facilities that require relocation will be billed to the developer/builder. The path of the underground service lines to single family lots is assumed to be the most cost-efficient path based on site conditions from the source point to the permanent meter base. Obstructions to open trench installation created by the developer/builder that require additional materials or alternate installation methods will be billed to the developer/builder.

- I understand that in the process of installing underground electric lines near trees, that there is a probability of root damage and that ElectriCities or its chosen contractor will not be responsible for the future life and health of any trees or other decorative landscaping.
- I understand that tire tracks may result from the use of machinery involved in the electric installation process.
- In the process of installation dirt may accumulate on finished asphalt and concrete surfaces. ElectriCities will only offer to scrape and broom this dirt, but no professional cleaning will be provided.
- ElectriCities will not replace or re-seed grass, plants, or flowers, nor will ElectriCities place straw in the trench path or replace gravel churned up during trenching. ElectriCities will not replace/repair asphalt or concrete disturbed by installation.
- I understand that if rock or other adverse conditions are encountered for greater than 20% of the total trench footage, a contribution in aid of construction may be required.
- I understand that to meet National Electric Safety Codes, the land must be within 6 inches of final grade before underground installation can begin.
- Current and future accessibility to the electric utilities facilities is the customer's responsibility to facilitate.
- By signing, I agree to and am financially responsible for the estimated/quoted cost (not to exceed) prior to work starting.
- Commercial installations: Actual load needs to be 50% of customer projected load. If not the cost for additional work and facilities will be applied to future billing for the customer.

Special site situation(s): _____

- I have read, and I am aware of the above stated provisions.

Owner/Customer Signature

Jay Colvin - Division President

Stuart D. Britt Sr



Date *8/4/2025*

7/30/2025

ElectriCities Representative Signature

Date

Revised March 26, 2018

TOWN OF PINEVILLE, NC
ELECTRIC LINE EXTENSION

CONTRIBUTION IN AID OF CONSTRUCTION
CALCULATION WORKSHEET

Date: 7/22/2025 Project Name: Miller Farm CIAC AMOUNT: **\$ 335,601.91**
 Location: Hwy 51, Pineville
 Developer/Owner Name: DRB Group Phone #: 704-608-4673
 Address: 227 W. Trade St, Ste 400 Contact Name: Tim McGinnis
 Charlotte, NC 28202 Email: tmcginnis@drbgroup.com

Construction Costs (CIAC Portion)

Total Materials Cost	\$	343,400.25
Total Labor Cost	\$	264,386.25
Subtotal Project Cost	\$	607,786.50
Sales Tax	7%	\$ 42,545.06
Subtotal	\$	650,331.56
Contingency	10%	\$ 65,033.16
Total Project Cost	\$	715,364.71

Revenue Credit Calculation

	Residential	Commercial
Average Annual Revenue per Customer	\$ 1,461.36	\$ 1,897.60
Less 85%	\$ (1,242.16)	\$ (1,612.96)
Credit per Customer	\$ 219.20	\$ 284.64
Number of Customers	340	5
Multiplier	5	5
Revenue Credit	\$ 372,646.80	\$ 7,116.00
Total Revenue Credit	\$ (379,762.80)	
Total Project Cost	\$ 715,364.71	

Total CIAC Due **\$ 335,601.91**


 Preparer's Signature

7/22/2025

Date


 Customer Signature

8/7/2025

Date



Electric Line Extension Policy

Effective Date: December 1, 2023

Purpose

The town of Pineville, NC provides electric service to approximately 4,000 electric customers as well as all customers building facilities or developing properties within its service territory.

To prevent the costs of new construction from being absorbed by existing electric customers, the town will require a Contribution in Aid for Construction (CIAC) from all new retail electric customers requiring an electric line extension on or after December 1, 2023.

Applicability

The provisions of this policy apply to all electric line extensions for all new retail customers including, residential, commercial, and industrial facilities who receive electric service from the town of Pineville, NC.

General Provisions

1. Rights of Way

- a. Electric service customers will provide, without cost to the town, adequate and accessible easements, and Rights of Way (30' wide for overhead and 20' wide for underground) for the supply of electric service through a new line extension.

2. Vegetation

- a. Shrubs and trees requiring protection during the installation of overhead or underground electric service will be the responsibility of the electric service customer who will hold the town of Pineville and its managing agent or subcontractor harmless against any and all claims for damages.
- b. The electric service customer will be responsible for seeding, re-seeding, and maintaining the areas contained within Rights of Way at their own cost.

New Line Extension Provisions

1. New Retail Customers: Single-phase and Three-phase Line Extensions

a. Residential Temporary Service Customers

- i. Temporary service customers are electric service customers whose electric service needs are for construction or another temporary situation for less than a 12-month continuous period.
- ii. Temporary service customers will incur no cost for the installation of a temporary service located within 10 feet of an existing pole, transformer, or secondary pedestal.
- iii. When a permanent power inspection is received for the facility under construction, the temporary service will be disconnected when the permanent service is energized.

- iv. Temporary services will not be allowed to be shared among multiple dwellings under construction.

b. Individual Single-Family Homes

- i. Individual single-family homes requiring a line extension will incur no cost for the first 300 feet. Retail Service Customers will pay for the Construction Cost associated with construction beyond the initial 300 feet from the electric source.

c. Real Estate Developments:

- i. Real Estate Development means a residential subdivision, commercial subdivision, mobile home park, apartment complex, townhome complex, planned unit development or other similar type of development where the electric distribution system must be extended to provide electric service to more than one individual retail service customer.
- ii. Construction service customers requesting electric utility service for real estate development through a new line extension approved by the town, or its managing agent, will pay a CIAC with a Revenue Credit applied. (See Appendix A for Revenue Credit Calculation)
- iii. The town, or its managing agent, reserves the right, in its sole discretion, to design and construct new line extensions for real estate development in phases or in their entirety. The CIAC will be calculated for the approved phase or the entire development accordingly.
- iv. A construction service customer shall have no right to electric service through a line extension until the town, or its managing agent, has provided a written calculation of the CIAC and received full payment from the customer for each approved phase or the entire development.
- v. Written calculations shall be valid for 30 days. If payment has not been received from the customer after 30 days have elapsed, the town, or its managing agent, will recalculate based on then current costs for materials and labor.

d. Commercial and Industrial Retail Service Customers

- i. The town, or its managing agent, will evaluate the cost of electric service through a new line extension for Commercial and Industrial retail service customers and apply the Revenue Credit if construction costs cannot be recouped from anticipated revenues within 5 years from date of completion of the line extension.

2. Relocation of Existing Service

- i. Retail service customers requesting relocations of primary or secondary service lines with no additional electric loading will pay the entire cost of construction in advance.
- ii. Retail service customers requesting relocations of primary or secondary service lines WITH new electric loading will pay a (CIAC) in advance with a Revenue Credit applied based on the anticipated revenues expected from the additional electric load. (See Appendix A for Revenue Credit Calculation)
- iii. The town or its managing agent will provide a written calculation of the CIAC and receive full payment from the customer before constructing the line extension.

3. Conversions of Overhead to Underground Service

- i. Retail service customers requesting conversions of secondary service lines from overhead to underground with no additional electric loading will pay the entire cost of construction in advance.
- ii. Retail service customers requesting conversions of secondary service lines from overhead to underground WITH new electric loading will pay a (CIAC) in advance with a Revenue Credit applied based on the anticipated revenues expected from the additional electric load. (See Appendix A for Revenue Credit Calculation)
- iii. The town or its managing agent will provide a written calculation of the CIAC and receive full payment from the customer before converting the lines.

4. Contribution In Aid of Construction (CIAC)

- a. Contribution in Aid of Construction is the construction cost for a line extension less the Revenue Credit, if applicable. If the resulting sum is negative, the electric service customer will not owe a Contribution in Aid of Construction and shall not be entitled to any payment from the town or its managing agent for the line extension.
- b. The cost of construction shall include the sum of the cost of equipment, labor, and materials plus a contingency fee of 10% to provide an electric overhead or underground line extension to a new electric retail service customer excluding transformers, secondary voltage pedestals, lighting, and meters.
- c. The town, or its managing agent, shall provide a written CIAC including a Revenue Credit Calculation if applicable that shall be valid for 30 days. If the electric retail service customer has not paid the CIAC within 30 days, the town, or its managing agent, will recalculate based on then current costs for materials and labor.
- d. Applicable sales taxes for CIAC's will be added to the total amount due from the customer.
- e. The town reserves the right to waive the CIAC to any customer as it sees fit for economic development or other reasons.

APPENDIX A

Revenue Credit Calculations Formula

The formula for Revenue Credit Calculations is as follows:

- (a) The town's construction cost for the project, plus 10% Contingency
- (b) LESS 85% of the town's average annual revenue per customer for the customer rate class,
- (c) MULTIPLIED BY the number of new customers in the project,
- (d) MULTIPLIED BY MULTIPLIER

Example of Residential Real Estate Development Revenue Credit Calculation:

Assumptions: 200-Home Development, Construction Cost - \$350,000, 10% Contingency - \$35,000, Total Construction Cost - \$385,000, Average Annual Revenue per home \$1,461.36.

Revenue Credit Calculations:

Average Residential Service - Rate Schedule 11

Average Annual Cost/Home	\$1,461.36
Less 85% of Average Annual Cost/Home	<u>-\$1,242.16 (\$1,461.36 x 0.85)</u>
Total Revenue Credit/Customer	\$219.20 (\$1,461.36 – \$1,242.16)

(a) Estimated Construction Costs:	\$385,000
Less	
(b) Revenue Credit per Customer	\$219.20
(c) Multiplied by the Number of New Customers:	x 200
(d) <u>Multiplied by Multiplier:</u>	x 5
Total Revenue Credit	\$219,204.00

Contribution In Aid of Construction (CIAC) Formula:

\$385,000 Construction Cost (a)	
<u>- \$219,204 Revenue Credit (b) x (c) x (d)</u>	
\$165,796	
<u>+ \$12,020.21 7.25% Tax (\$165,796 x .0725)</u>	
\$177,816.21 Total CIAC required from customer.	



New Electric Line Extension Request

Contribution In Aid of Construction

CIAC Amount: \$ _____

Date: _____ Project Name: _____ Location: _____

Developer/Owner Name: _____ **Phone Number:** _____

E-mail Address: _____

□ New Retail Customers:

Temporary Service Single-Family Home Real Estate Development Commercial/Industrial

Relocation of Existing Service Conversion from Overhead to Underground Service

Construction Cost of Line Extension: (1) 10% Contingency: (2)

Total Construction Cost: _____ (a)
(1) + (2)

Revenue Credit Calculation

Average Annual Revenue for Rate Schedule: Less 78%: = (b)

Number of New Customers in the Project: (c) Multiplier: 5 (d)

Formula: (b) x (c) x (d) = Revenue Credit: (e)

Contribution In Aid of Construction = (a) – (e) = \$

CIAC is valid for 30 days from the date below. After 30 days, the CIAC will be re-calculated with updated costs.

Preparer's Signature:

Date:

Customer's Signature:

Date:



TOWN COUNCIL AGENDA ITEM

MEETING DATE: September 9, 2025

Agenda Title/Category:	Highline Downtown Development			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Site plan for Highline Development
Background:	Town staff negotiated a 5-year agreement with Norfolk Southern to allow parking on the right-of-way. Highline is concerned that if the 5-year agreement isn't renewed they will not be adhering to their parking requirements per the Conditional Site plan			
Discussion:	Town Council will need to discuss if they would allow Highline to park in the town parking lot on College St. if the contract with Norfolk Southern is not renewed. Also, Town Council needs to decide if an upfront payment would be allowed or if the payments should be yearly for the duration of the agreement.			
Fiscal impact:				
Attachments:	<ol style="list-style-type: none"> 1. Parking Diagram 2. Proposed Town public parking on College St. 3. Norfolk Southern Lease 			
Recommended Motion to be made by Council:				



Memorandum

To: Mayor and Town Council

From: Ryan Spitzer

Date: 9/5/2025

Re: **Highline Downtown Development**

Overview:

Mark Miller with Highline Partners would like for Town Council to consider and vote on the following two items.

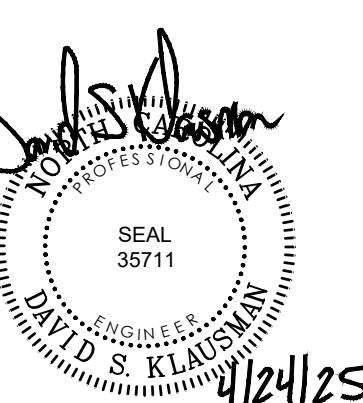
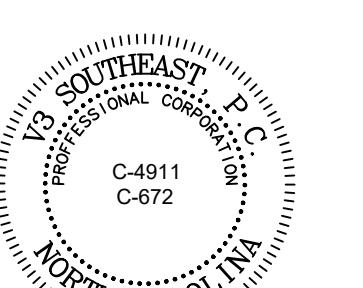
1. A parking backstop that would permit overnight parking for residents of the Heritage project at a rate of one space per each space lost in the Shared Parking lot in the event Norfolk Southern terminates the lease and requires removal of parking in the right of way.
2. A Parking Buyout of \$250,000, paid at closing of the construction loan for the project. This buyout would relinquish the owner of Heritage from the annual rent payments to Norfolk Southern.
 - a. This buyout number is based on 10 years of rent payments (\$25,000 x 10).



landscape architecture | planning | civil engineering | surveying



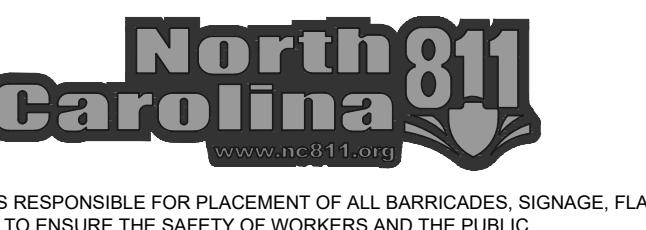
Pineville Multi-Family

307 College St.
Pineville, NC 28134TOPOGRAPHIC SURVEY DATED AUGUST 28, 2023 PROVIDED BY
MCADAMS CO, 2109 S TRYON ST, SUITE 400, CHARLOTTE, NC 28203
704.527.0893 NMLS C-0293Disclaimer: ©2023
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0 10' 20' 40'DATE: 06.28.24 PM: DSK
DRAWN BY: WPL REVIEWED BY: DSK
PROJECT NUMBER: 240261DIMENSION CONTROL PLAN -
ENLARGEMENT
REVISIONS:

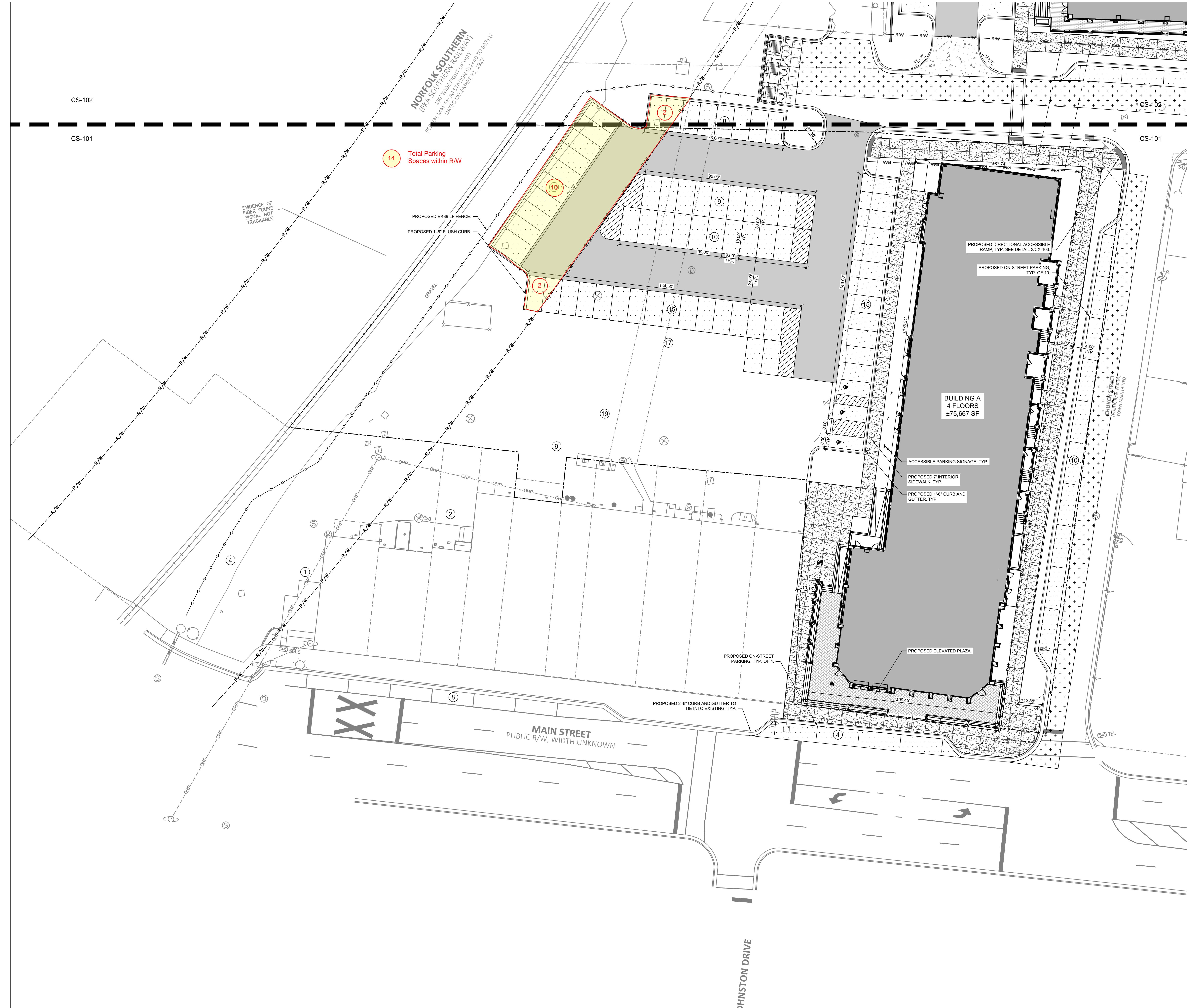
CS-101

CONSTRUCTION DOCUMENTS

91

SEE CS-100 FOR OVERALL DIMENSION
CONTROL PLAN, LEGEND AND
DIMENSION CONTROL NOTES.

1. CONTRACTOR IS RESPONSIBLE FOR PLACEMENT OF ALL BARRICADES, SIGNAGE, FLAGGERS, SHORING, ETC., TO ENSURE THE SAFETY OF WORKERS AND THE PUBLIC.
2. ALL PAVEMENT CUTS SHALL BE REPLACED ACCORDING TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CHARLOTTE WATER.



Activity Number: 1331080

LEASE AGREEMENT

THIS LEASE (this "Lease"), the effective date of which shall be the date last executed, below, by the Parties hereto (the "Effective Date") by and between NORFOLK SOUTHERN RAILWAY COMPANY a Virginia **corporation** (the "**Landlord**") and TOWN OF PINEVILLE, a(n) NORTH CAROLINA municipal corporation (the "**Tenant**").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, and without any warranty or representation, that certain real property located at Milepost R 10 in PINEVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, having an area of 18,098.91 square feet, more or less, the location and dimensions of which are substantially shown on Exhibit "A" attached hereto (the "**Land**"), together with all improvements thereon (the "**Improvements**"). The Land and the Improvements are collectively referred to herein as the "**Premises**". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for **parking, egress, and ingress** purposes (the "**Intended Use**") and no other purpose. The Premises shall not be used for any illegal purposes, centralized garbage disposal or recycling systems, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as Exhibit "B" are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term of 4 years, said term to begin on November 1, 2024, and to end at midnight on October 31, 2028 (the "**Term**"). Thereafter continuing on a periodic basis. In addition to any termination rights that the parties may have hereunder, after the expiration of the Term either party may terminate this Lease for any reason by giving the other party not less than (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on **November 1, 2024** (the "**Rental Commencement Date**") and thereafter on each anniversary thereof during the Term, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of Twenty Five Thousand and 00/100 Dollars (**\$25,000.00**). The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100) U.S. City Average,

All Items (the “**Index**”) as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The “**Adjustment Date**” shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the Term. The Index published nearest to the Rental Commencement Date shall be the “**Base Index**”. The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the “**Adjustment Index**”. On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 105046, Atlanta, Georgia 30348-5046, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Taxes. See Rider.

5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Notwithstanding the foregoing Tenant shall not be responsible for maintaining any of Landlord's personal property and/or railroad tracks and related facilities located on the Premises. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

7. Modifications and Alterations to the Premises. Except for the construction, maintenance, and repair of parking spaces. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may not be unreasonably withheld, conditioned, or delayed.. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the Term, provided that any damage caused by such removal shall be repaired by Tenant in a manner reasonably acceptable to Landlord.

8. Return of Premises. At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises by or on behalf of Tenant. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises and installed by or on behalf of Tenant. Tenant shall immediately repair, in a manner reasonably acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind that occurred during the Term and caused by Tenant. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

9. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty to the extent the Premises can no longer be utilized by Tenant for the Intended Use, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

10. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To

the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

11. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

12. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

13. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.

14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "Tanks") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "Environmental Laws"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42

U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease during the Term, or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the Term in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 14 shall survive the expiration or earlier termination of this Lease.

15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option,

Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the Term (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.

18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term

hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: TOWN OF PINEVILLE, 200 DOVER ST, , PINEVILLE NC 28134, **NO P.O. BOXES**, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

22. Tenant's Insurance. Tenant shall provide the following insurance for the Term. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Landlord.

(a) **Commercial General Liability Insurance:** This insurance shall be provided by a current ISO occurrence form policy including coverage for damages because of bodily injury, property damage, personal and advertising injury, and the products-completed operations hazard. This insurance shall have a maximum deductible of no more than \$5,000, annual limits of at least \$2,000,000 occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage.

(b) Automobile Liability Insurance: If Tenant operates any vehicles on the leased property, Tenant shall be required to carry Automobile Liability Insurance. This insurance shall be provided by a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(c) Workers' Compensation: If Tenant has any employees that will enter the leased property, Lessee shall maintain workers' compensation insurance as required by statute in the state in which the Work or Services, as applicable, will take place.

(d) Employer's Liability: Provided that Tenant is required to maintain workers' compensation coverage required by (c), Employer's Liability insurance shall be provided with limits of at least \$1,000,000 for each bodily injury by accident, bodily injury by disease, and annual aggregate.

General Insurance Requirements. Each insurance policy referred to in this Lease shall comply with the following requirements, and Tenant to cause its insurance to comply with the following.

(a) Additional Insureds. All insurance required by this Lease (excluding only Workers' Compensation) shall name the Landlord as additional insureds with an appropriate endorsement to each policy.

(b) Tenant's Coverage Primary and Without Right to Contribution. All policies secured by Tenant, whether primary, excess, umbrella or otherwise, and providing coverage to the Landlord as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies the Landlord may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Landlord may have secured for itself.

(c) Severability of Interests (Cross Liability). No cross liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(d) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Tenant in compliance with Lease shall include a waiver of subrogation in favor of the Landlord with an appropriate endorsement to each policy.

(e) Notice of Cancellation, Modification or Termination. All policies required under this Lease shall not be subject to cancellation, termination, modification or changed, or non-renewed except upon thirty (30) days' prior written notice to the Additional Insureds.

(f) No Limitation. The insurance coverages maintained by Tenant shall not limit any of their indemnity obligations or other liabilities under this Lease.

(g) Certificates of Insurance. Tenant shall furnish certificates of insurance to Landlord at . The Certificate of Insurance shall be on an ACORD form. The Insured box on the ACORD form shall be filled out with the Tenant's Legal name and address **EXACTLY** as defined on the Agreement Header and Signature Line of this Lease.

On the ACORD form, the box titled **DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS** shall include this **EXACT** language:

"Norfolk Southern Corporation and its Subsidiaries, as Certificate Holder has been endorsed to all of the applicable policies as an additional insured including the General Liability policy, the Umbrella/Excess Policy (if used), and, if required by the Lease, the Employer's Liability policy and the Automobile Liability policy. All policies have been endorsed to waive subrogation against Norfolk Southern Corporation and its Subsidiaries, as well as to indicate that they may not seek contribution against policies issued to Norfolk Southern Corporation or its subsidiaries. All policies have been endorsed to provide Norfolk Southern Corporation and its Subsidiaries 30 days' notice of cancellation."

The **CERTIFICATE HOLDER** box on the ACORD form shall include this **EXACT** name and address:

Norfolk Southern Corporation and its Subsidiaries
650 W Peachtree St NW,
Atlanta, GA 30308

A Sample Copy of an insurance certificate showing the required language to be included on the insurance Certificate is attached to this Lease in Exhibit D.

23. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

24. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

25. Survival. The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.

26. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given

by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of the paragraph entitled, "Assignment" set forth herein, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

27. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective as of the date last executed below.

Witness As To Landlord:

Name:

LANDLORD:

**NORFOLK SOUTHERN RAILWAY
COMPANY
a VIRGINIA Corporation**

Signature:

Witness As To Landlord:

Name:

Name: _____

Title: _____

Date of Landlord Signature: _____

[SEAL]

Witness As To Tenant:

Name:

TENANT:

**TOWN OF PINEVILLE
a NORTH CAROLINA municipal corporation**

Signature:

Witness As To Tenant:

Name:

Name: _____

Title: _____

Date of Tenant Signature: _____

[SEAL]

BTJ, July 17, 2025, 1331080\ iManage #

Exhibit A

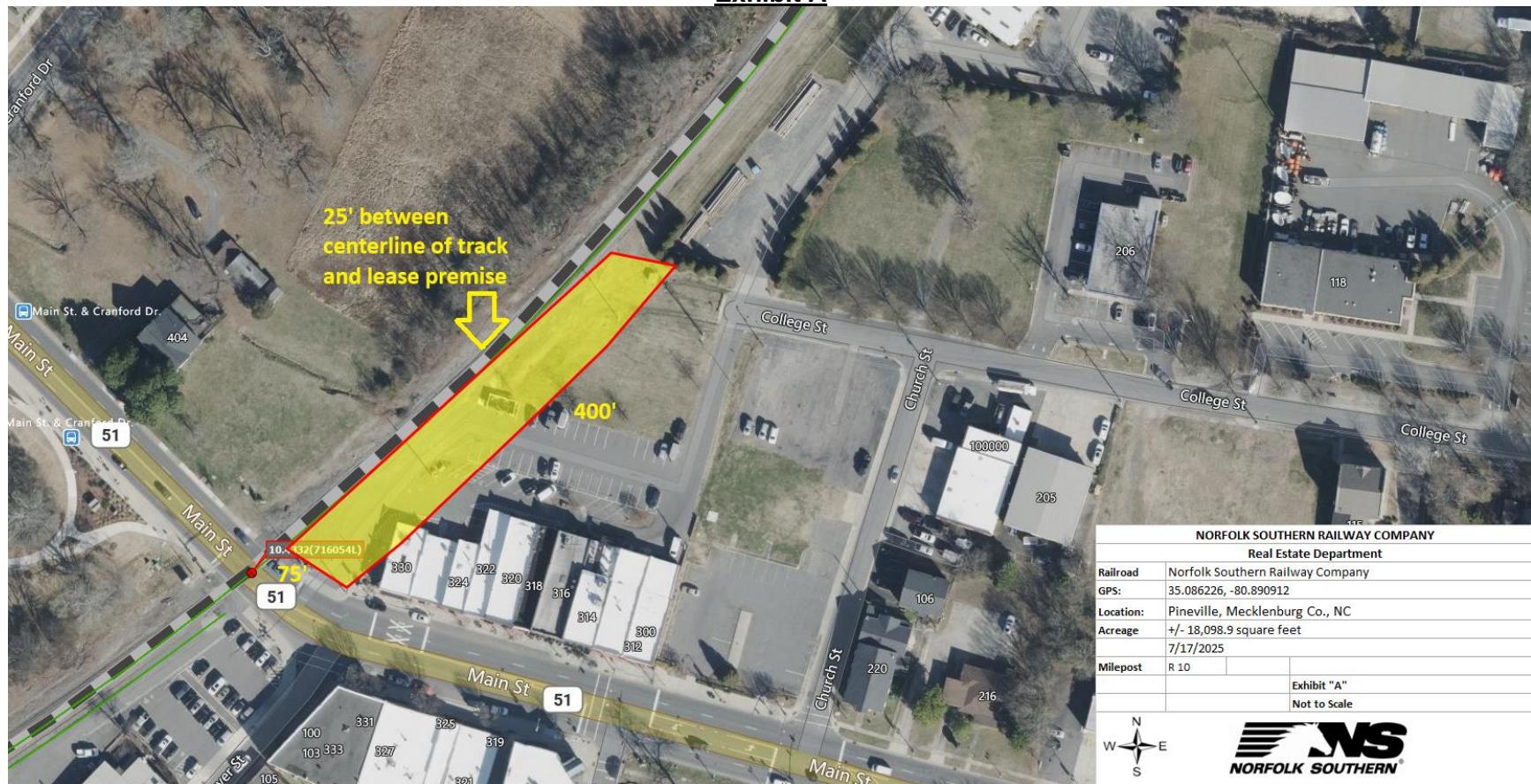


EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND TOWN OF PINEVILLE, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

Tenant-Owned Improvements. Tenant shall have the right to use and maintain the existing parking area, fencing, and (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

Landlord Pays Taxes. Notwithstanding any provision of the Lease to the contrary, Landlord shall pay all real estate taxes and assessments (regular or special) pertaining to the Premises on or before the date the same become delinquent. Notwithstanding the foregoing, Tenant shall be responsible for any taxes or assessments imposed upon or assessed against Tenant's personal property, and Tenant shall pay and be liable for all rental, sales and use taxes, and other similar taxes, if any, levied or imposed by any city, state, county or other governmental authority (including any rental tax). Such payments shall be paid concurrently with the payment of base rental or other sum due hereunder upon which the tax is based. If Landlord pays any taxes or assessments which are Tenants responsibility under this Paragraph, Tenant shall reimburse Landlord within ten (10) days after Tenant's receipt of paid invoices for such taxes and assessments.

Mandatory Barricade/Fence. Tenant will, at its own expense, erect and maintain a barricade/fence along the Northwest boundary/boundaries of the Premises as shown on the attached Exhibit A. The barricade/fence along the track side boundary shall be located not less than twenty-five (25) feet from the centerline of the track of Landlord shown on the Drawing. The fence is for safety purposes to keep vehicles and pedestrians off of the operating railroad tracks of Landlord. The fence is to be constructed in accordance with specifications approved by Landlord prior to the erection of the fence.

DRAFT

Polaris Map – Mecklenburg County, North Carolina

Item 14.

Date Printed: 8/22/2025 4:08 PM



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



Department Update

PUBLIC WORKS

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

Johnston Drive Alignment: The contractor has placed the base course of asphalt. Currently the contractor is grading for the realignment of Childers Lane. Base course paving planned for Childers Lane next. Once base course asphalt is placed, curb placement will follow.

Sidewalks on S. Polk: The sidewalk is complete except minor punch list items. Currently waiting for the contractor to complete the items identified.

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

Parkway Crossing: Mecklenburg County has approved storm drain videos. Prefinal inspection is scheduled first week in September.

Preston Park: The prefinal was completed July 2 thru 14. Repairs are underway and will be inspected as completed. The overlay for the first phase is scheduled to be completed by the first of September.

McCullough: Some pipe video has been submitted, but due to the size of the project some have still not been received. At the meeting held in July information pertaining to the missing pipe video was relayed to the developer.

Miller Farms: Project progressing. Proof rolls are ongoing for roads. Storm drain is going in per the PLDS process. All work is following the process and things are working well. Majority of the roadways have been paved, and vertical building will be happening soon. The last proof roll for the phase was completed.

Chadwick Park: The developer, Mecklenburg County and town staff met on August 25 and marked and recorded all deficiencies. The developer has until December 31, 2025 to complete repairs or the bond for the development will be called.

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

Carolina Logistics Park: Streets were accepted at the council meeting held on August 21. The one-year maintenance bond went into effect at the time of acceptance.

Euroline Transportation Warehouse: Final inspection conducted on August 25. There are some land development items to address. BMP as built has not been approved. Mecklenburg County is not ready to release.

*see attached spreadsheet of easement permits pending/issued FY 26

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

Charlotte Water/Zach Pellicone

Segra/Tyler Figaro/Teresa Cartee/TEP Group

Comporium/Utility Design/Bryce Laws

Charlotte Water/Samuel Yuhas

LOCATION**STATUS PERMIT NO**

10249 Park Cedar Drive

Issued PW20250708PARKCEDAR10249

9120 Willow Ridge Rd/Goodsell Ct

Issued PW20250708WILLOWRIDGE9120

10215 McIntyre Ridge Rd (from Meck Cty Line)

Issued PW20250718MCINTYRERIDGE10215

702 Morrow Avenue/N. Polk Street

Issued PW20250827MORROWAVENUE702

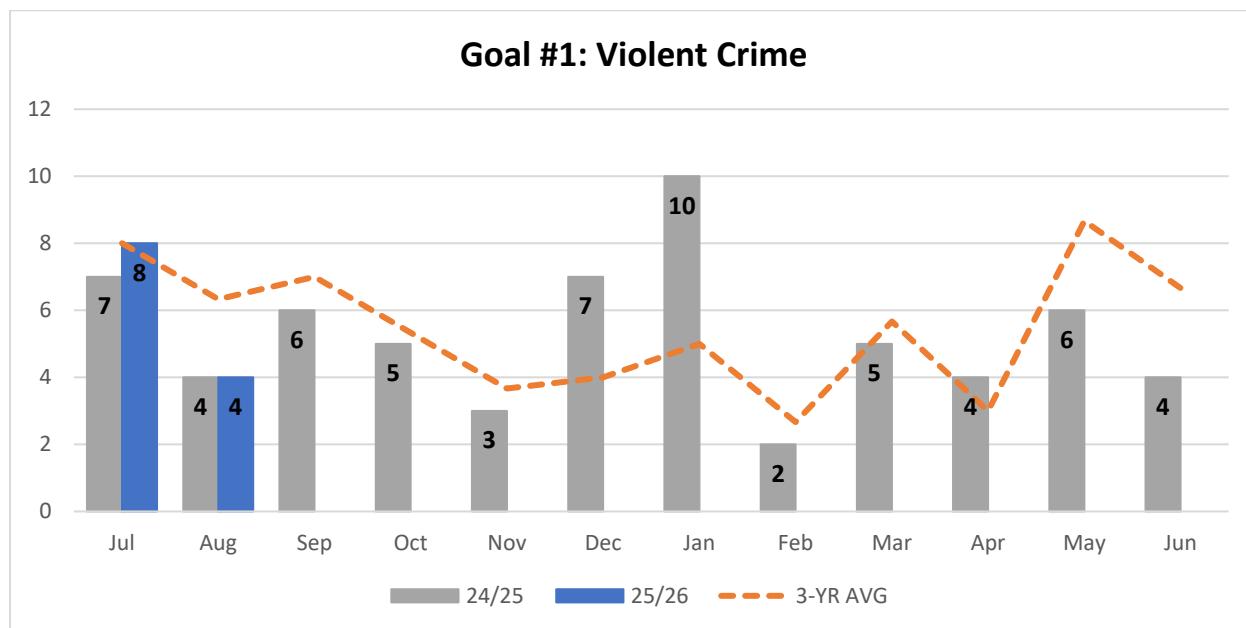


PINEVILLE POLICE DEPARTMENT

MONTHLY REPORT

August 2025

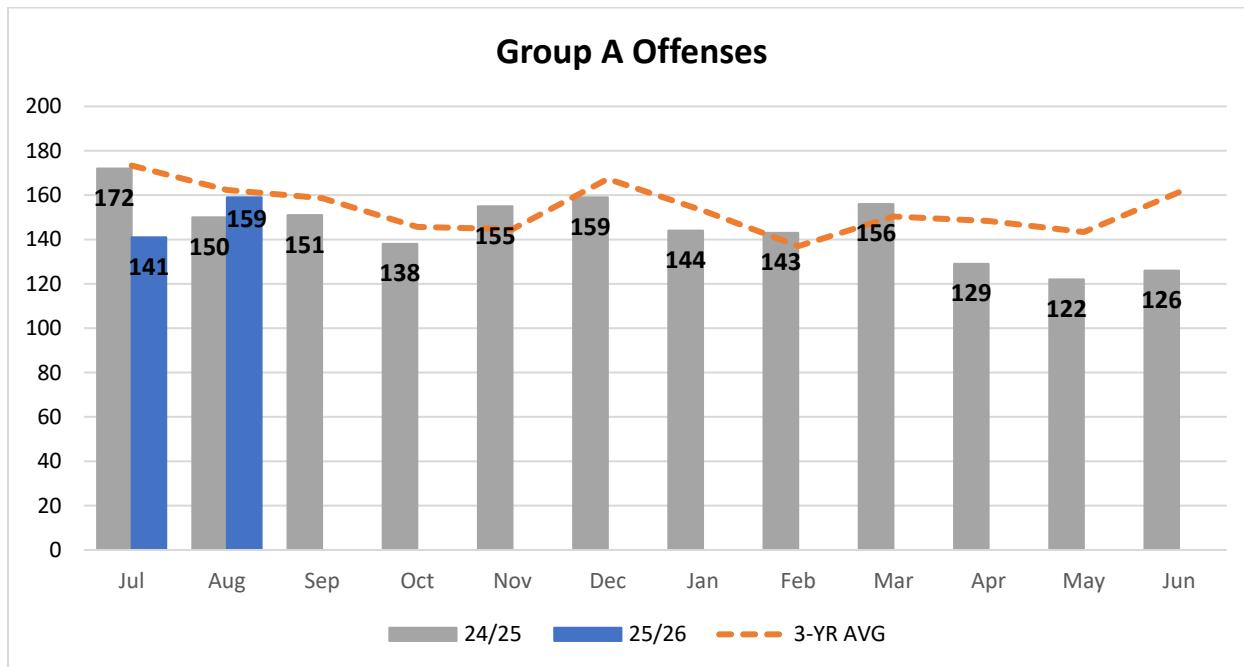
Violent Crime



Comparison to Jul 24 to Aug 24: +1

Comparison to Jul to Aug 3-Year Average: -14%

Group A Crime (All Crime)



* data is subject to change; unfounded removed

Comparison to Jul 24 to Aug 24: -7%

Comparison to Jul to Aug 3 Year Avg: -2%

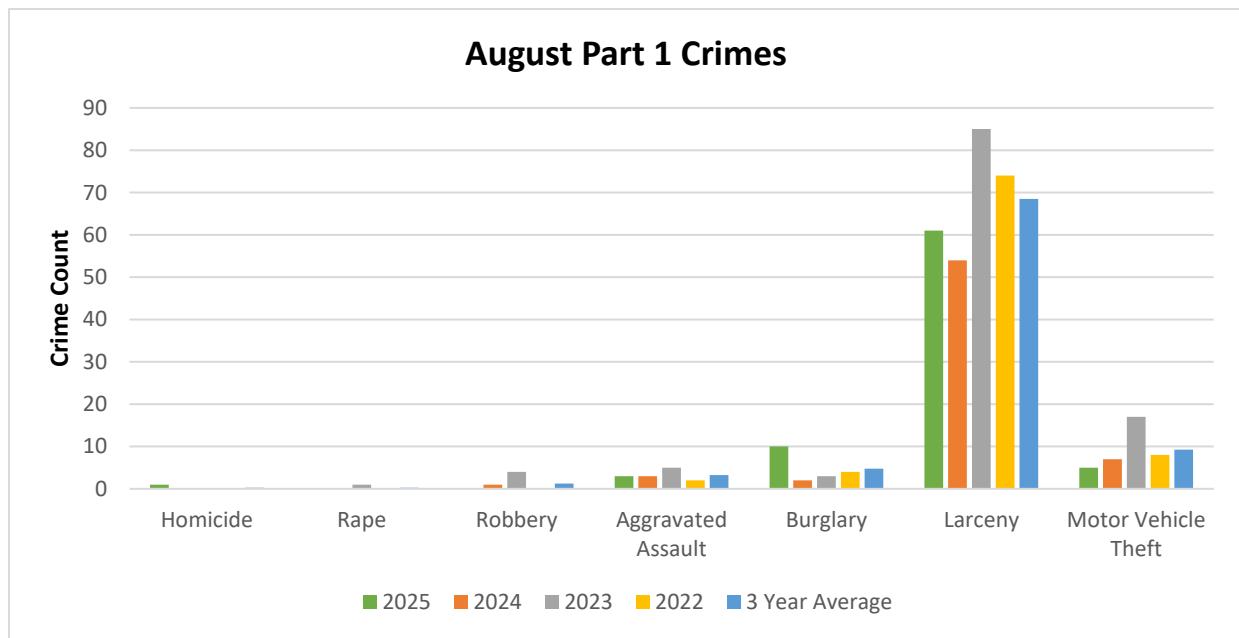
Monthly Crime Statistics

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

August Crime Stats

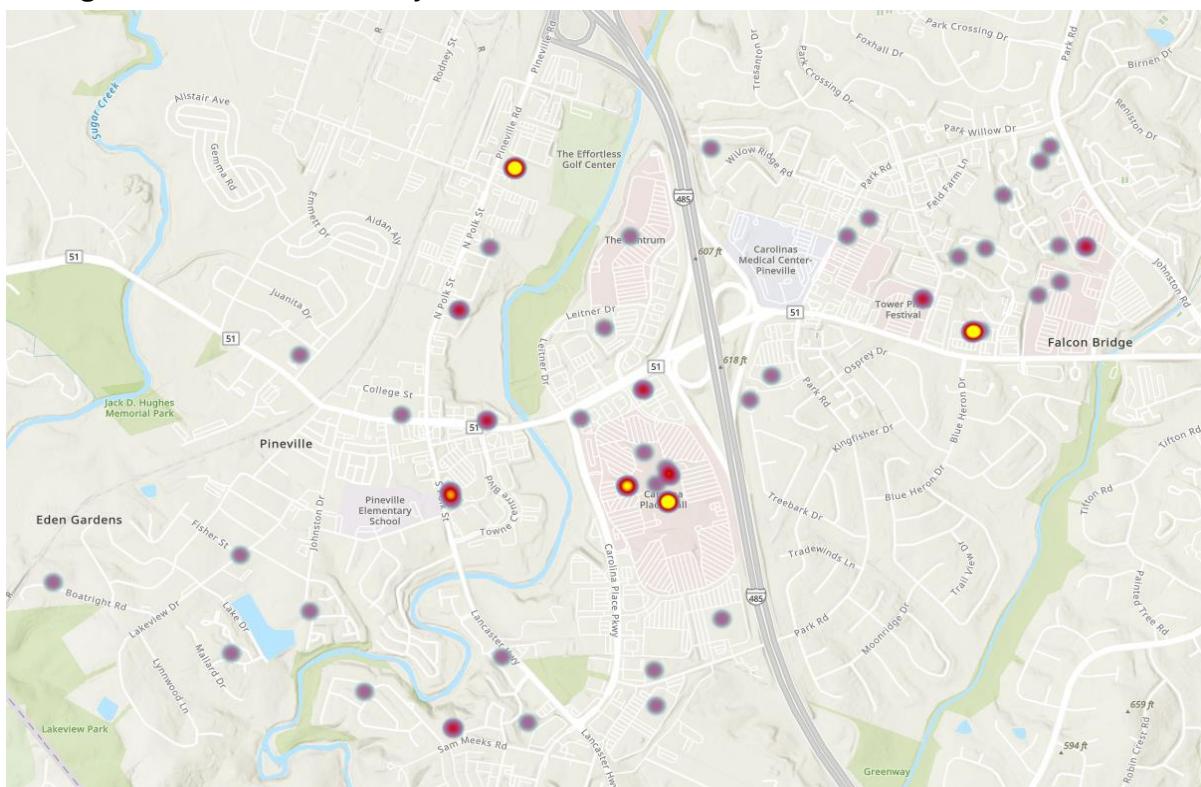
Part 1 Offenses

	2025	2024	2023	2022	3 Year Average	ETJ	* ETJ statistics included in total number of offenses
Homicide	1	0	0	0	0	0	0
Rape	0	0	1	0	0	0	0
Robbery	0	1	4	0	1	0	0
Aggravated Assault	3	3	5	2	3	0	0
Burglary	10	2	3	4	5	0	0
Larceny	61	54	85	74	69	0	0
Motor Vehicle Theft	5	7	17	8	9	0	0



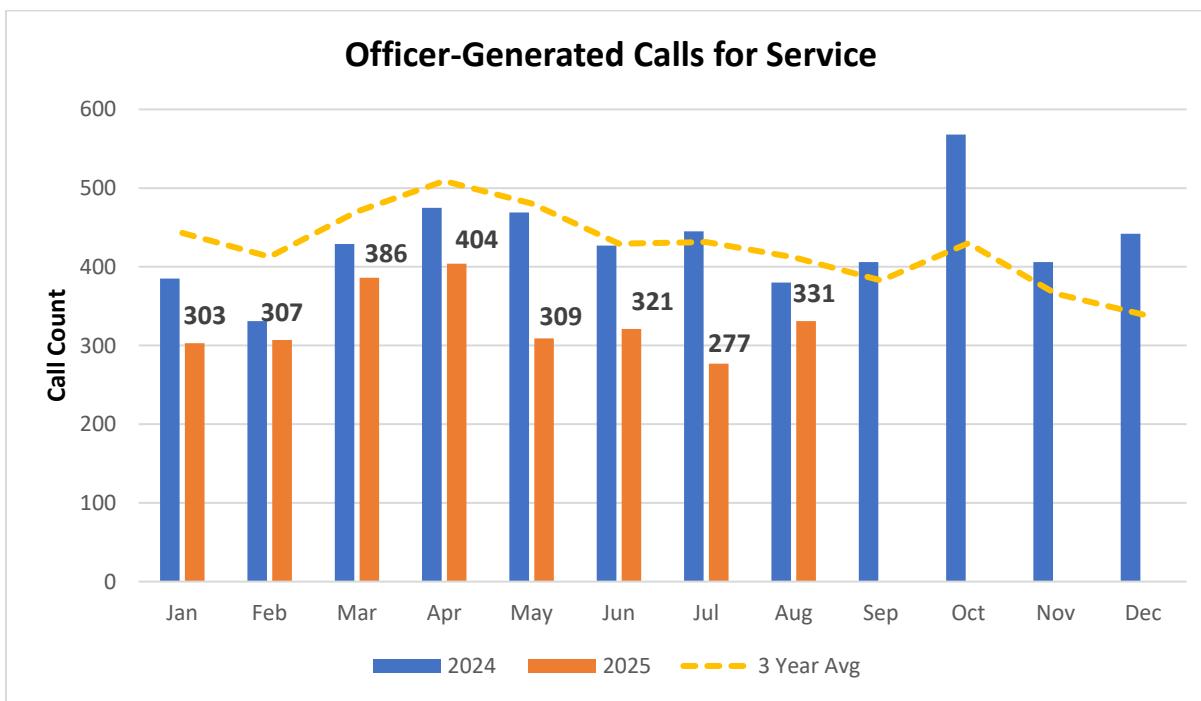
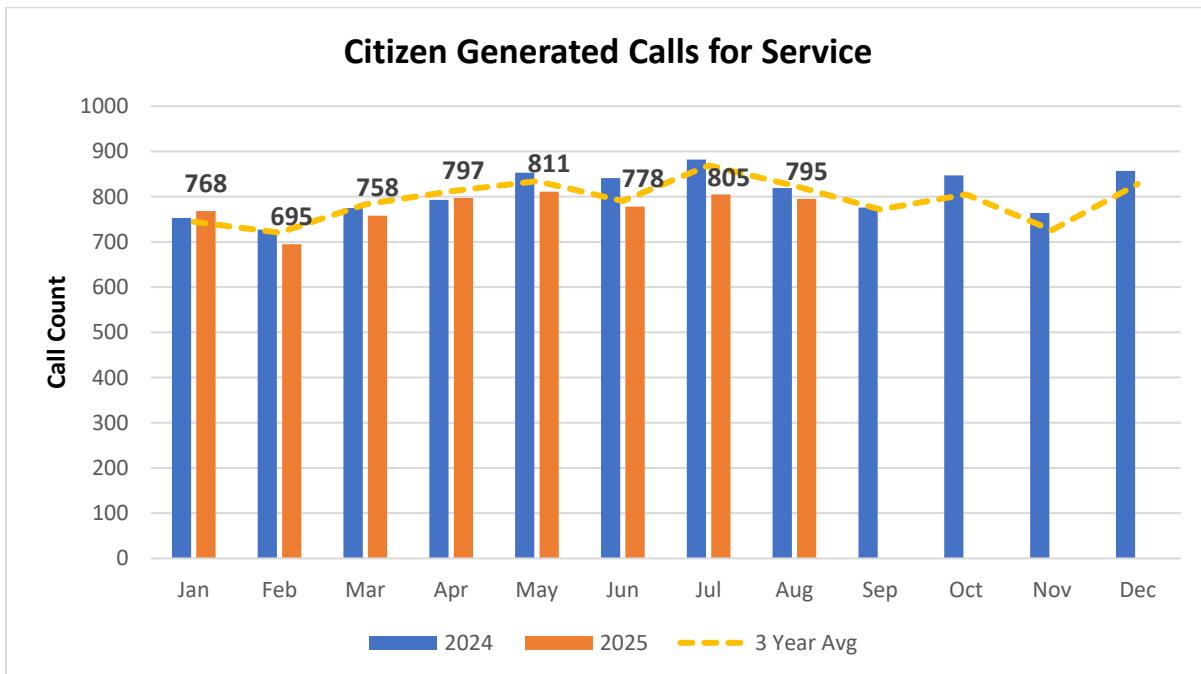
Top Crimes Mapped

Property crime makes up the majority of our crime. Specifically, these crimes are shoplifting, theft from motor vehicle, all other larceny, and burglary. The heat map below shows these crimes mapped and their hot spots. For August, hot spots include the Public Storage on Pineville Rd, Family Dollar, and Food Lion on S. Polk, Carolina Place Mall.

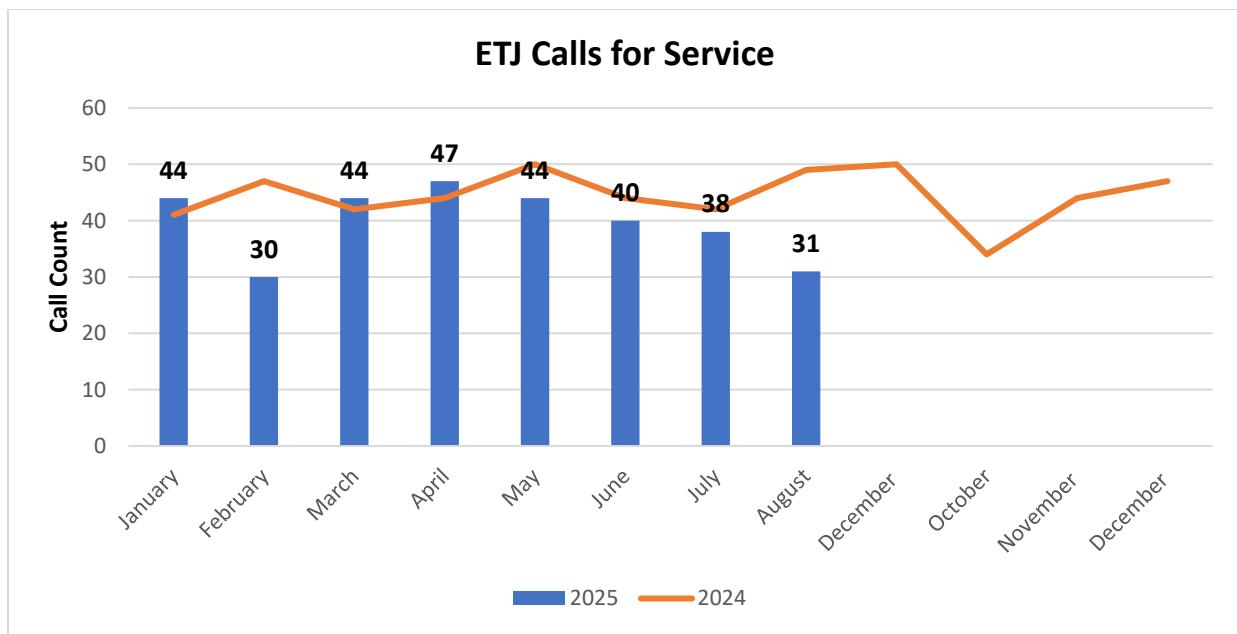


Calls for Service

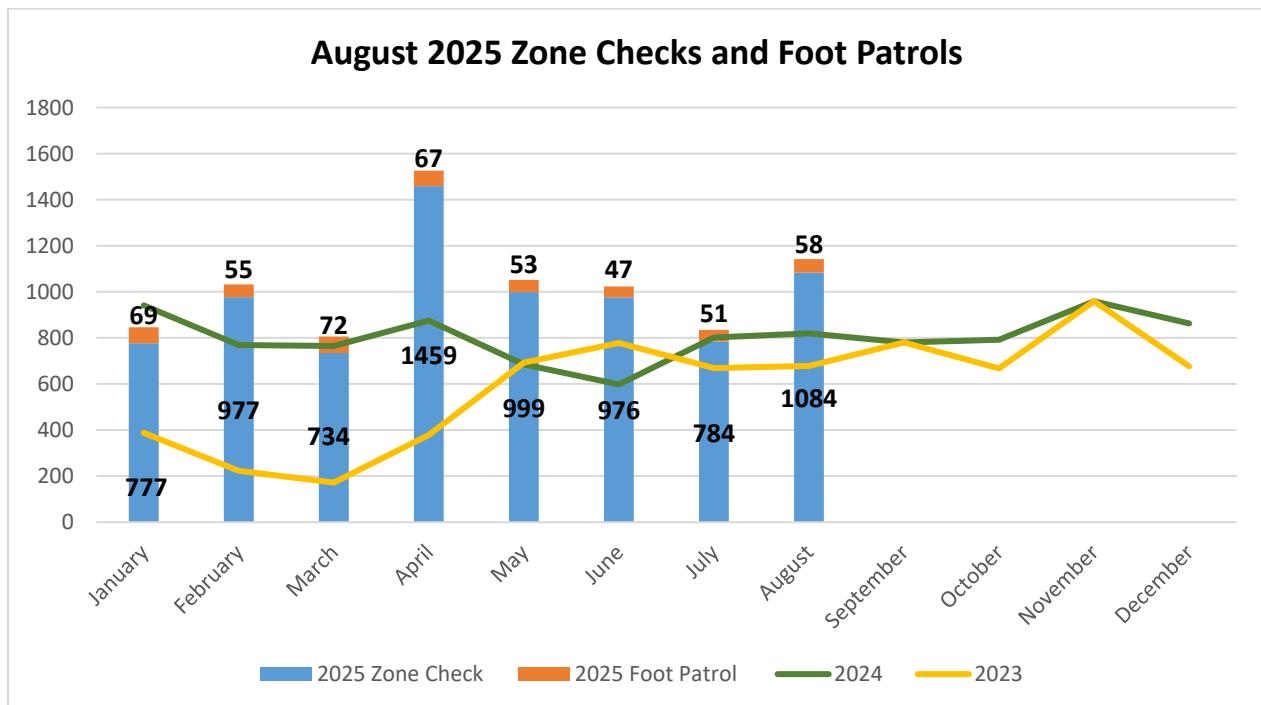
The graphs below display the number of calls for service in comparison to previous months, year, and 3-year average. The first graph is citizen-generated calls. The second graph is officer-generated calls. The final graph is the ETJ.



*zone checks and foot patrols removed



Zone Checks and Foot Patrols



August Traffic Enforcement

Traffic Enforcement Type and Dispositions

Enforcement	Count
Traffic	163
Citation Issued	39
Warning	115
Report Taken	4

*Officer Generated Stops

Locations of Traffic Enforcement

Street	Count
PINEVILLE-MATTHEWS RD	31
MAIN ST	21
POLK ST	20
CAROLINA PLACE PKY	13
COMMERCE DR	9
ROCK HILL-PINEVILLE RD	7
PINEVILLE RD	6
PARK RD	6
CENTRUM PKY	6
Towne Centre BLVD	4
PARK CEDAR DR	3
INDUSTRIAL DR	3
LANCASTER HWY	3
LEE ST	3
DOWNS CIR	2
SAM MEEKS RD	2
KINNERTON PL	1
CHURCH ST	1
DOWNS RD	1
LOWRY ST	1
PINEVILLE FOREST DR	1
I-485 INNER HWY	1
PLUM CREEK LN	1
SABAL PARK DR	1
I-485 OUTER HWY	1
CHARTER OAK LN / PINEVILLE-MATTHEWS RD	1

PARK RD/TREEBARK	1
MCMULLEN CREEK GREENWAY ENTRANCE	1
PINEVILLE METHODIST	1
MCMULLEN CREEK PKY	1
CADILLAC ST	1
MORROW AVE	1
LAKEVIEW DR	1
OAKBROOK DR	1
extended stay off 51	1
OLD TOWN HALL	1
main st social district	1
WINDY PINES WAY	1
485 OL	1
main st at ppd	1
Grand Total	163

Co-Responder Activity

July 2025-

9 clients

2 child mental health,
 1 adult mental health,
 2 homeless,
 3 homeless/Mental Health,
 1 substance use

7 engaged via CFS

1 engaged via Referral

1 engaged via outreach

8 follow-ups completed

2 diverted from jail & Referred

5 diverted from hospital & Referred

1 transported to hospital (Atrium Pineville) by Medic

Unable to make contact with 1 individual (left scene prior to my arrival)

August 2025-

21 Clients

2 Child mental health
 2 family conflict
 1 Family conflict/Mental health

5 homeless
3 homeless/mental health
4 Mental health
1 Substance use
1 Substance use/Mental health
2 other (Grief)
13 engaged via CFS
2 engaged via outreach
6 engaged via referral
60 Follow-ups completed

5 diverted from jail & Referred
9 diverted from hospital & Referred
3 hospitalized
1 arrested
2 unable to reach
1 Other (referral for family member)

August Community Engagement

- BINGO w/PNP at Belle Johnston 8/1
- “CPTED” Zumiez 8/4
- Homeless referral with Allison 8/11
- Homeless referral with Allison 8/12
- Pineville Night Charlotte Knights 8/13
- Homeless contact/relocation 8/14
- Pineville Elementary Work Day 8/15
- Ascent Apartment back to school party 8/15
- “CPTED” at new fire house 8/15
- Shop with a Carolina Panther Pro at Dick’s 8/17
- Homeless referrals with Allison 8/19
- Backpack giveaways w/QCD at Pineville Elementary 8/20

- Allison and I met w/Hearts for Invisible 8/20
- BINGO at Haven 8/20
- Ride for homeless couple, housing in Charlotte 8/20
- First day of school / direct traffic 8/25
- Safety Meeting 8/27
- Park at Caterina National Night Out 8/28

August

2025

Summer has come to an end, but what a wonderful summer it was—filled with children, laughter, and endless fun at Camp Pineville. Over nine exciting weeks, campers enjoyed games, arts and crafts, field trips, and the chance to make new friends.

Our *Rock 'n & Reel 'n* summer series featured Diamond Dixie on Friday, August 8th, and we wrapped up the season with Mufasa: The Lion King on Friday, August 22nd.

Meanwhile, Pineville Soccer kicked off its Fall Season in August with 345 kids and 35 teams. Drafts have been completed, practices are underway, and our first games will begin in September.

From busy parks and splash pad adventures to porcupine baseball and special events, it was another unforgettable summer. Thank you to everyone who helped make it so great!



August

2025



August

2025



Parks and Recreation Department Update

Item 15.

August

2025



August

2025

General Programming – Belle Johnston

Pickleball: Wednesday evenings, Saturday Mornings – 39 participants

Karate: Wednesdays - 10 participants

Cookie Decorating – 8/28 – 14 participants

Paint Class - 8/11 – 15 participants

Sound Bath Class – 13 participants

Summer Camp – 2 weeks – 100 participants

Cardio Funk – Tuesdays – 20 participants

Pottery Workshop – August 2 – 20 participants

Senior National Waffle Day – August 25 – 54 participants

Back to School Grab n Go – August 25th – 49 participants

Lake Park

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

Tai Chi – Thursday evenings and Saturday mornings – 90 participants

Storytime in the Park – Wednesdays – 44 kids/40 adults

The Hut

Senior Fit – Senior Fit takes place at the Hut M – Thursdays. 301 participants

Yoga – 49 participants

August2025

Facility Rentals

The Hut: 3 Rentals

The BJCC Dining Room: 4 Rentals

Large Shelter: 11 Rentals

Medium Shelter: 12 Rentals

Tot Lot at Lake Park: 3 Rentals

Shelter 1 at JH: 0 Rentals

Shelter 2 at JH: 0 Rentals

Shelter 3 at JH: 1 Rentals

Jack Hughes

Youth Athletics

Youth soccer registration ended on August 4th. Soccer drafts were held on August 16th. First practices were held on August 23rd. I have 445 players and 35 teams for the Fall season. Youth Girls Volleyball registration ended August 29th. I have 84 players and 10 teams for the Fall Season.

Adult Athletics

Adult basketball games started on August 27th. I have 7 teams for the Fall season.

Jack Hughes Tournaments/Special Events

No tournaments in August.

Baseball Field Usage

The stadium was closed for the month of August for field maintenance.

PCAA and On Deck started their fall season in August on fields 1 and 4.

Multipurpose Field Usage

Pineville Soccer utilized Field 3 in August for practices.

August2025

Social Media

Social Media

Facebook

Post Reach: 1,016
Total Page Followers: 6.6K
Total Like: 5.1K

Views: 26,359
New Follows: 24

Instagram

New Followers: +53 Total Followers: 3,776

Park Maintenance Update

Lake Park

Daily Park Check
Mowing Weekly
Overseen tree removal Lakeview Dr
Re graded entrance seeded and strawed
Monthly building inspections

Hut

Mowing weekly
Daily Check
Monthly building inspections

Jack Hughes

Mowing weekly
Monthly building inspections
Assembled shelves for new equipment room
Assembled shelving for new maintenance shop storage
Equipment maintenance as needed
Repaired irrigation valve
Weed control in common areas
Lay out and painted soccer fields for fall season
Rolled new sod on soccer field

Town Hall/ PD

Daily check
Trimmed shrubbery interfering with new gate at PD
Adjust irrigation as needed
Daily fountain check and maintenance

August

2025

Cemetery

Cut as needed

Limb removal as needed

Pineville Memorial

Adjust irrigation as needed

Dog Park

Mowing and limb removal as needed

New greenway project

Move boulders from Jack Hughes side to McCoulough side to line trail

Purchased more boulders and placed

Upcoming Events



August

2025



Jack D. Hughes Park - 513 Main St. Pineville, NC

Festival Hours

Thursday (Ride All Night Wristbands): 6:00PM-10:00PM

Friday: 6:00PM-10:00PM / Saturday: 10:00AM-10:00PM

MAIN STAGE ENTERTAINMENT

OCTOBER 17

The Tonez 7pm

OCTOBER 18

Bald Brothers 6:30pm
Pandoras Box 8pm

OCTOBER 19

DubAxxess 2:30pm

Krista Lynn Meadows 5:15pm

AUSTIN SNELL 8:00pm

CHILDREN'S AREA

Kazoobie Kazoo Show

Free Kazoo's for Kids!

Juggle Stuff Show

Apperances by

The Sanderson Sisters

Beetlejuice

And More...

Music • Carnival Rides • Food

Arts & Craft Vendors • **Pie Eating Contest** • **Chili Cook-Off**

Fireworks Saturday Night @ 10:00PM

August

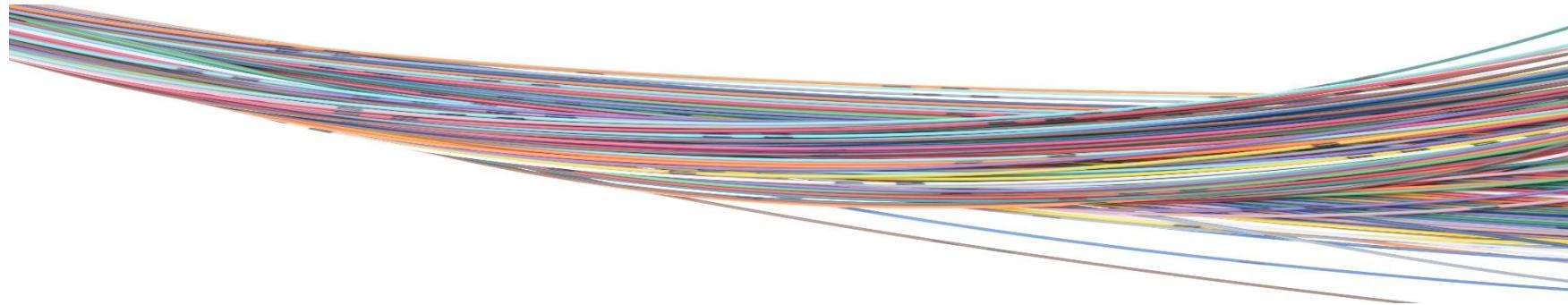
2025



August

2025





Pineville Communications Systems

Internet Results for Month Ending 8-31-2025

Revenue Area		Start Quantity	New Services Added	Disconnects	Ending Quantity
ILEC	Residential	507	2	-7	502
	Business	82	2	-2	82
CLEC	Residential	604	5	-7	502
	Business	24	0	0	24
	Total	1217	9	-14	1210



100M to 1Gig Speed Offering Take Rate

Beginning of August 2025

Ending of August 2025

Speeds	ILEC		ILEC		Net Difference
	Residential	Business	Residential	Business	
100M		32		32	0
200M		5		5	0
300M	231		230		-1
400M		8		8	0
600M	62		61		-1
1 GIG	137	27	134	27	-3
	502		497		-5

CLEC

CLEC

Speeds	CLEC		CLEC		Net Difference
	Residential	Business	Residential	Business	
100M		6		6	0
200M		3		3	0
300M	205		206		1
400M		2		2	0
600M	94		93		-1
1GIG	200	11	199	11	-1
	521		520		-1
			TOTAL		1017

*Total Internet Customers is 1210 for the end of August with a total of 1017 customers subscribing to over 100M = 84%



Line Counts for August

		Start Quantity	New Services Added	Disconnects	Ending Quantity
ILEC	Residential	93	0	0	93
	Business	254	2	-2	254
CLEC	Residential	79	2	0	81
	Business	31	0	0	31
Total		457	4	-2	459

The Dorchester, Laurel's and the Manor has terminated their business relationship with Spectrum. Segra is going to be their new Internet Provider and they don't provide land lines. So anyone who had Spectrum phone service at these locations had to move to ATT or PCS. Management at the Dorchester, Laurels and the Manor had only our info on the letter that went to residents. We have 6 pending orders for land lines that will be porting to us next week.



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: 9/4/2025

Re: Human Resources Monthly Report

Ryan,

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

New Hires:

Holly Daum, 911 Telecommunicator
Shaquille Burke, Probationary Police Officer

Resignation/Termination:

Theodore Warren, Police Officer
Charlie Williams, B.L.E.T. trainee

Retirements:

Linda Gaddy, Human Resource Director, Nov 1st

Transfers:

none

Promotions:

Police:
Adam Malin, Detective CID to Corporal CID

Current Openings:

Police Officer: 2 openings for lateral hire, receiving applications
911 Telecommunicator, 1 opening after a trainer becomes available, receiving applications
Human Resources Director, receiving and reviewing applications

Departmental Update:

Employee Appreciation and events:

Employees and their guests joined 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 and a good time was had by all!

We are in the planning stage of the Trunk or Treat employee participation for Friday October 24.

The annual Holiday Party is planned for December 19th at Spare Time Entertainment.

We continue to reward police officers who achieve an NC Law Enforcement certificate or a education degree with additional pay, as well as those internal Spanish language interpreters with additional pay, and recognize all kinds of staff achievements in the employee newsletter The Pine Needle every month.

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. We are seeking our next Human Resource Director.

Performance Evaluation

The annual performance reviews for everyone except the sworn Police Officers are complete. The associated merit increases took effect 9/3. Sworn police staff continue to receive their evaluations on their anniversary date throughout the year. Staff were scored on last year's goal achievement, and competencies, and were assigned goals for the next year.

Wellness:

We will be encouraging employees to get influenza vaccinations in the next two months by providing paid time to go get the vaccination nearby. We do not have a large enough group to get a provider to offer these on-site, but health insurance does cover the cost.

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 a wide range of categories to fit all lifestyles. 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 August, not preventable. The hearing test van will be here in September to conduct annual hearing tests for those who operate equipment that can affect their hearing. Next up is the annual mock OSHA self inspections, and safety equipment inspections by our vendor of fire equipment in all of our facilities.

We will also be requiring staff to take cyber security user safety training in the next month. This is new training for our existing staff and will be required training for new staff to reduce the risk of data breaches.

Other:

Human Resources has assisted with the audit process of our retirees and current employees' records.

Department Update



To: Town Council

From: Travis Morgan

Date: 9/9/2025

Re: **Town Planning Updates**

PLANNING:

Johnston Realignment: Moving towards construction completion and reimbursement request for qualifying invoices for the grant portion of the project.

Lancaster Hwy CDBG Sidewalk: Waiting for contractor completion of the project or final resolution of the punch list correction items so the project and grant reimbursement can be completed.

CODE ENFORCEMENT:

Grass: 13615 Dorman Rd 9925 Leitner Dr 4909 Grace View Dr 10621 Park Rd 100 College St 123 Marine Dr 106 Marine Dr 617 Windage Wy 735 Brian Cir 249 Emmett Dr 11715 Carolina Place Py 11735 Carolina Place Py 10015 Lee St 258 Eden Cir 426 Park Av 10304 Osprey Dr 10300 Osprey Dr 10301 Osprey Dr 10303 Osprey Dr 533 Amon Ln 221 Emmett Dr 239 Cedar Knoll Cir 704 S Polk St Parcel ID: 22108123 702 Main St 209 Franklin St 207 N Polk St 10715 Park Rd	Dumpster: 323 Main St Lighting: 10330 Stineway 10334 Stineway Fence: 260 Eden Commercial Vehicle: 11715 Carolina Place	Parking on the lawn: 413 N Polk St 2001 Lakeview Dr Signs: 800 N Polk 10811 Pineville Rd 10615 Park Rd 11812 Carolina Place Py Community Appearance/Junk Vehicle: 412 Park Av 318 Price St 1108 Cone AV 1115 Cone Av 808 Pelican Bay Dr 931 Lyndon Station Dr 10303 Osprey Dr Yard Waste: 415 Park Av
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October

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	Shred Event 9:00 – 12:00
5	6	7	8	9	10	11
12	13	Council Mtg 6:30 pm	14	15	16	17
19	20	21	22	23	24	25
26	Work Session 6:00 pm	27	28	29	30	31