



## **AGENDA**

### **CALL TO ORDER**

**Pledge Allegiance to the Flag (CM)**

**Moment of Silence**

### **ADOPTION OF AGENDA**

### **APPROVAL OF THE MINUTES**

- [1.](#) Approval of the Minutes of the Town Council Meeting on September 10, 2024 and the Work Session of September 23, 2024.

**AWARDS AND RECOGNITION - None**

**BOARD UPDATES - None**

### **CONSENT AGENDA**

- [2.](#) Public Power Week Proclamation
- [3.](#) Domestic Abuse Awareness Proclamation
- [4.](#) Fire Prevention Week Proclamation
- [5.](#) Pineville Elementary Teacher Appreciation Day Proclamation
- [6.](#) Resolution 2024-17 for Surplus Items for Police Vehicles and wood from Cone Mill
7. Closed Session Minutes of September 10, 2024 (*Sealed*)
- [8.](#) Agreement with NCLM for Liability Waiver

### **PUBLIC COMMENT**

### **PUBLIC HEARING**

- [9.](#) Subdivision and Rezoning of Grower's Outlet
- [10.](#) Debt Issuances for Fire Station
- [11.](#) Approval of Townhomes in B-3 District Conditionally

## OLD BUSINESS

12. Garland Green, Penny Sales Tax Referendum

## NEW BUSINESS

- [13.](#) Budget Amendment for Electric Rates (*Chris Tucker*) - **ACTION ITEM**
14. Debt Issuance of Fire Station (*Chris Tucker*) - **ACTION ITEM**
15. Approval of Townhomes in B-3 District Conditionally (*Travis Morgan*) - **ACTION ITEM**
16. Subdivision and Rezoning of Grower's Outlet (*Travis Morgan*) - **ACTION ITEM**
- [17.](#) Approval of the PSA for the Cone Mill property (*Ryan Spitzer*) - **ACTION ITEM**
- [18.](#) Finance Policies (*Chris Tucker*) - **ACTION ITEM**
- [19.](#) Easement Agreement for Transmission Lines (*Ryan Spitzer*) - **ACTION ITEM**
- [20.](#) 2025 Town Holidays Schedule (*Ryan Spitzer*) - **ACTION ITEM**

## MANAGER'S REPORT

### MONTHLY STAFF REPORTS

- [21.](#) Public Works  
PCS  
HR  
Parks & Rec  
PD  
Planning & Zoning

### CALENDARS FOR COUNCIL

- [22.](#) November

### CLOSED SESSION - *None*

### ADJOURN

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





**TOWN COUNCIL REGULAR MEETING**  
**TOWN HALL COUNCIL CHAMBERS**  
**TUESDAY, SEPTEMBER 10, 2024, AT 6:30 PM**

## MINUTES

### 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  
 Town Clerk: Lisa Snyder

### 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 and asked everyone to remember our police, fire and medical personnel.

### ADOPTION OF AGENDA

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

### APPROVAL OF MINUTES

The Minutes of the Town Council meeting on August 6, 2024, Town Council meeting, and the August 26, 2024, 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

There were no awards or recognition.

### BOARD REPORT

**Shakira Franci, Home Program Manager, Department of Community Resources, gave a presentation on their HOMES program.** Ms. Franci gave a presentation to Council on helping with the rising costs of home ownership. She outlined the requirements of the program, which include that the property owner must be located within Mecklenburg County. There are income requirements, as well, but no age requirement. Last fiscal year, two million dollars in grants were awarded. She advised that they will be attending community events and have television ads scheduled announcing the HOMES program. Homeowners can apply online at [MeckNC.gov/4Homes](https://MeckNC.gov/4Homes), via paper application, and in-person at the County Assessor's Office.

**CONSENT AGENDA**

The Consent Agenda consisted of three items for approval: Proclamations for Constitution Week and Life Saving proclamation by Pineville Police Officer Stanley which occurred last month, Tax Refunds from our Finance Director, Chris Tucker, and Resolution 2024-16 declaring surplus items. Council Member Stinson-Wesley moved to approve the Consent Agenda as presented with a second made by Mayor Pro Tem Samaha. **(Approved 4-0)**

**PUBLIC COMMENT**

**John Holobinko, Pineville Chamber President.** Mr. Holobinko shared that Pineville Dental Studio has joined the Chamber and will be opening soon at 10635 Park Road in Pineville and Jiffy Lube at 207 N. Polk Street. He added that he was recently featured during an interview with WCCB-TV. The interview can be viewed on the Chamber’s website. The Third Annual Pineville Golf Tournament is scheduled for October 3, 2024. They are short on golfers and teams this year and could use more support. He shared Pineville Neighbor’s Place announcement of the Annual Potato Drop, scheduled for Saturday, October 12, 2024. Volunteers may sign up on the website.

**PUBLIC HEARING**

*There was no Public Hearing.*

**OLD BUSINESS**

*There was no old business.*

**NEW BUSINESS**

**Resolution 2024-15 for Award of Contract T & R Electric.** Electricities Manager, David Lucore, advised that formal bids were solicited for transformers for the Miller Farm Subdivision. Three bids were received. He recommended that Council approve the bid from T & R Electric in the amount of \$132,126 for sixteen transformers and authorize the Town Manager to execute contracts. Council Member Stinson-Wesley moved to approve Resolution 2024-15 followed by a second made by Mayor Pro Tem Samaha. All ayes. **(Approved 4-0)**

**Resolution 2024-14 for Award of Contract with TEMA.** Electricities Manager, David Lucore, requested that Council approve the bid to T & R Electric in the amount of \$133,161 for twenty-nine transformers and authorize the Town Manager to execute this contract. Council Member McDonough moved to approve Resolution 2024-14 for Award of Contract with TEMA followed with a second made by Council Member Moore. All ayes. **(Approved 4-0)**

**CRTPO MOU.** Town Manager Spitzer submitted a draft of the MOU with changes that include that Charlotte’s annual cost share was reduced; there were technical revisions to the MOU and there is an increase in votes for Waxhaw due to their population. Council Member Stinson-Wesley expressed her support and recommendation for this MOU and noted that Pineville needs a seat at this table. Council Member Stinson-Wesley moved to approve the CRTPO MOU with Mayor Pro Tem Samaha providing a second. All ayes. **(Approved 4-0)**

**Fire Department Presentation.** Town Manager Spitzer advised Council that they are getting ready to go out for bid on the new Fire Department at Grower’s Outlet, and he wanted to present the elevations to them to see if they had any concerns. Council needed to decide if they are comfortable with Edifice going out for bid on the Fire Department. The Town has \$16,000,000 budgeted for this project. The estimated cost is \$14,404,612. The Town also budgeted \$750,000 for FF&E and \$750,000 for the addition of a signal on N. Polk and the reworking of the signal at the intersection of Highway 51 and Polk. It is scheduled for Town Council to approve the GMP (guaranteed maximum price) in November at a public hearing. Mayor Pro Tem Samaha moved to allow Edifice to go out for bid for the new Fire Department followed by a second made by Council Member Stinson-Wesley. All ayes. **(Approved 4-0)**

**Sealand Contract for Phase II of Johnston Rd. Project.** Pineville received funding from the Federal Government for Phase II of the Johnson Road Project. NCDOT allowed the Town to not go out for a formal bid and get pricing from Sealand who is doing Phase I. Sealand came in under the budgeted amount at \$1,378,109.25. The estimated time for completion is approximately four to five months. New traffic pattern signs will be placed in that area and our Communications Specialist, Riley George, will be sharing announcements with the residents. Council Member McDonough moved to approve the Sealand Contract for Phase II with a second made by Council Member Stinson-Wesley. All ayes. (**Approved 4-0**)

**BA 2025-03 for the Johnston Rd. Project.** Finance Director, Chris Tucker, advised that the Town is seeking to begin Phase II of the Johnston Road Project. This budget amendment is needed to receive the NCDOT grant money and to appropriate it toward the construction of Phase II. Council Member Moore moved to approve Budget Amendment 2025-03 with a second provided by Mayor Pro Tem Samaha. All ayes. (**Approved 4-0**)

**Contract with Parker Poe.** Finance Director, Chris Tucker, advised Council that the Town desires to issue debt of \$16.5 million dollars to fund the new Fire Station. For debt issuances of this size and scope, obtaining bond counsel is advised. He recommended obtaining the services of Scott Leo with Parker Poe. If the debt issuance is a bank loan, his fee of \$37,500 will highly likely roll into the debt issuance. If the debt issuance is a Limited-Obligation Bond, his fee of \$75,000 will likely roll into the debt issuance. Council Member McDonough moved to approve the bond counsel engagement with Scott Leo with Parker Poe, with a second provided by Mayor Pro Tem Samaha. All ayes. (**Approved 4-0**)

**Resolution 2024-13 for legislation referendum of penny sales tax.** Town Manager Spitzer reviewed the Town Project guidelines with Council and further explained how the legislation came to be. Draft legislation has been developed that will authorize a countywide referendum for a sales tax that will fund road and transit projects. He has been talking to the City and they agreed to give us our penny until the debt is paid, or fund until the legislation goes away. We will continue to receive Powell Bill money and this money will be in addition to the Powell Bill. The additional money will help us put in sidewalks, traffic lights, street maintenance, among other things. Mayor Phillips noted that a lot of time and effort has gone into this. Mayor Pro Tem Samaha moved to approve Resolution 2024-13 for legislation regarding the penny sales tax with a second made by Council Member Moore. Motion passed with three in favor: Samaha, McDonough and Moore; and one in opposition: Stinson-Wesley. (**Approved 3-1**)

### MANAGER'S REPORT

Town Manager Spitzer updated Council on the fountain and said the opening has been delayed due to the contractor leaving the lid open and it rained that evening. The vault filled up with nine feet of water. We are hopeful that the electronics were not damaged. The Hawk Signal at the Cranford and Jack Hughes Park intersection will go out for bid soon and the estimated time for completion is the middle of next year.

Mayor Pro Tem Samaha moved to go into Closed Session pursuant to NCGS 143.318.11 (3) - to discuss potential litigation, and NCGS 143.318.11 (6) – to discuss a personnel issue and to consider an appointment, after a short break, which was followed by a second made by Council Member Stinson-Wesley. All ayes.

### CLOSED SESSIONS

Council Member Stinson-Wesley moved to end closed session and return to open session at 8:44 pm, with a second provided by Council Member McDonough. All ayes.

**ADJOURNMENT**

With no additional items after the Closed Session, Council Member Stinson-Wesley made a motion to adjourn the meeting followed by a second made by Council Member Moore. All ayes. The meeting was adjourned at 8:45 pm.

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**David Phillips, Mayor**

**ATTEST:** \_\_\_\_\_

**Lisa Snyder, Town Clerk**



**WORK SESSION MINUTES  
MONDAY, SEPTEMBER 23, 2024 @ 6:00 PM  
TOWN HALL COUNCIL CHAMBERS**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, September 23, 2024 @ 6:00 p.m.

**ATTENDANCE**

Mayor: David Phillips

Mayor Pro-Tem: Ed Samaha

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

Town Manager: Ryan Spitzer

Town Clerk: Lisa Snyder

Finance Director: Chris Tucker

Planning Director: Travis Morgan

**CALL TO ORDER**

Mayor David Phillips called the meeting to order at 6:06 p.m.

**DISCUSSION ITEMS:**

**Davenport Presentation, Debt Issuance for Fire Department.** Finance Director, Chris Tucker, introduced Mitch Brigulio, Davenport Public Finance, and said that we are on track with our plan and ready for action on October 8th. Mr. Brigulio said that we are talking about the fire station and he has been working with an estimate of \$16 million dollars. We need bids and proposals in hand prior to the LGC (Local Government Commission) approval. Mr. Brigulio reviewed potential funding options that are under consideration which include a Direct Bank Loan and a public sale. Based on the review of the current market public sale estimates, bank proposal options received, and discussions with Town Staff and Bond Counsel, Davenport recommends that the Town pursue a direct bank loan funding approach. The Town has the ability to lock in the interest rate now and minimize future interest rate risk. The public sale interest rates cannot be locked in until early-mid December. The direct bank loan approach provides greater prepayment flexibility than the public sale.

He summarized by saying that the 20-year plan works with our consistency plan and we're locking in a good rate. The public hearing will be scheduled for October 8<sup>th</sup>, followed by financing approval at the November Council Meeting and funding by mid-December. Finance Director Tucker added that in the next six months we will have a similar conversation regarding the Electric fund. Some of these policies are driven more toward the General Fund.

**Monday properties for a conditional rezoning request of 150 Townhomes at 13315 Dorman Road.** Planning Director, Travis Morgan, reviewed the proposed site plan with Council. He explained that this is a conditional rezoning and a revision to the Sportsplex property. He added that 7.2 acres will be removed from the Sportsplex. The applicants have been working with Sportsplex to add sidewalks. They do meet the minimum parking requirements and will have private trash pickup and private roadways. Council Member Stinson-Wesley expressed concerns about road connections there and would like that to be addressed before making a decision. Mr. Morgan will need feedback from the NCDOT and he also recommended a second entrance/exit to the subdivision. Council would like the developer to go to the surrounding neighborhoods with this information. Mr. Shahin Yavari, one of the developers, is proposing that the townhomes will be two and three-bedroom units and will be for rent with amenities to include a pool and clubhouse. The developer also added that he is find with building a sidewalk and have told the Sportsplex about this, as well.

**South Oak Partners for a text amendment and conditional zoning request of 19 townhomes at 606 N. Polk.** Mr. Morgan stated that this is regarding two separate items. Part One is a proposed text amendment. The applicant would like to build in the B-3 zoning district, which is located near Middle James Brewery and across from Arby's. Mr. Morgan added that we have been trying to revitalize this area and this could help facilitate more sidewalks which would support walkability. Mr. Morgan recommends the text amendment with the language "the addition of dwellings/townhomes be added as conditional to the B-3 zoning district and it will be conditional only as to B-3."

Part Two is specific to the site plan. The property is 1.2 acres, will have 59 parking spaces, and will consist of 18 – three-bedroom, all brick, three-story units. This is the first sketch for Councils' consideration. It is to include private trash service.

**Fire Department Final Presentation.** Ms. Kim Parton gave the final presentation to Council and outlined all of the features of the proposed Fire Department building. It has been designed to last fifty years and also provide room for growth. The building is currently 28,000 square feet. This presentation will be repeated at the October 8<sup>th</sup> Town Council meeting where the public can ask questions.

**Cone Mill PSA.** Mr. Morgan gave an update on the site plan and noted that the parking count is being met. There will be a designated area on the western end of the property for food trucks. Council said that they do not want more than six trucks at one time and this will be year-round. The units will have private trash service. Council discussed the water tower and the smokestack, and feel that they should be preserved, if possible. There will be 203 shared parking spots in the commercial space of the property which will benefit the downtown businesses and residents. Town Manager Spitzer reviewed the timeline with Council with a proposed closing on the property to happen on the project in 2027.

Council Member Stinson-Wesley moved to enter Closed Session, followed by a second made by Council Member Danielle Moore. All ayes.

*A Closed Session was held pursuant to NCGS 143.318.11 (1) to prevent disclosure of information that is privileged or confidential or not considered a public record.*

Council Member Moore moved to leave Closed Session with Council Member McDonough providing a second. All ayes.

Council Member Stinson-Wesley moved to adjourn the meeting followed by a second made by Mayor Pro Tem Samaha. All ayes. The Mayor adjourned the meeting at 9:45 pm.

\_\_\_\_\_  
David Phillips, Mayor

ATTEST:

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



**PROCLAMATION RECOGNIZING  
PUBLIC POWER WEEK  
OCTOBER 6-12**

**WHEREAS**, we, the citizens of The Town of Pineville, place a high value on local choice over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies;

**WHEREAS**, Pineville Electric Company provides our homes, businesses, schools, and social service and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

**WHEREAS**, Pineville Electric Company is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness;

**WHEREAS**, Pineville Electric Company is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment;

**NOW, THEREFORE BE IT RESOLVED**: that Pineville Electric Company will continue to work to bring low-cost, safe, reliable, and sustainable electricity to community homes and businesses just as it has since 1939, the year when the utility was created to serve all the citizens of The Town of Pineville;

**BE IT FURTHER RESOLVED**: that the week of October 6-12 be designated Public Power Week to recognize the immense sense of pride in Pineville Electric Company and their contributions to the community and to educate customers, policymakers, and employees on the benefits of public power; and

**BE IT FURTHER RESOLVED**: that our community joins hands with approximately 2,000 other public power systems in the United States in this celebration of public power, which puts our residents, businesses, and the community before profits.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the **GREAT SEAL OF PINEVILLE** to be affixed on this 8th day of October 2024.

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Mayor David Phillips





**A PROCLAMATION FOR  
DOMESTIC VIOLENCE AWARENESS MONTH**

**WHEREAS**, Millions of Americans face physical and emotional abuse at the hands of their significant other each year; and

**WHEREAS**, Domestic violence defined as abusive behavior in a personal relationship, and in a lifetime 1 in 4 women and 1 in 7 men experience severe violence at the hands of an intimate partner; and

**WHEREAS**, These crimes violate an individual’s privacy, dignity, security, and humanity, making it all the more important for state, local, and community partners to work to eliminate this type of abuse and to provide necessary services, including emergency shelter, advocacy education, awareness and resources to ensure that all victims are empowered to achieve self-sufficiency; and

**WHEREAS**, Domestic violence can affect anyone regardless of their age, race, gender, or socioeconomic status, leaving an impact on thousands of individuals and families across North Carolina over the years; and

**WHEREAS**, Organizations across North Carolina are working to end domestic violence and provide the support survivors need to find their voice, while law enforcement remains committed to ensuring justice is served to individuals who harm those who trust them; now

THEREFORE, I, David Phillips, Mayor of the Town of Pineville, do hereby proclaim October 2024, as Domestic Violence Awareness Month in Pineville, North Carolina.

In witness thereof, I have hereunto set my hand and cause the Seal of the Town to be affixed this 8th day of October in the year of our Lord, Two Thousand Twenty-Four.

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Mayor David Phillips



## FIRE PREVENTION WEEK October 6 – 12, 2024

**WHEREAS**, the Town of Pineville, NC, is committed to ensuring the safety and security of all those living in and visiting our state; and

**WHEREAS**, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms, and working smoke alarms cut the risk of dying in reported home fires almost in half; and

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

**WHEREAS**, Pineville, NC residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

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

**WHEREAS**, Pineville, NC residents should test smoke alarms at least once a month.

**WHEREAS**, residents and businesses who have planned and practiced a home or work fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, the Town of Pineville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, the 2024 Fire Prevention Week theme, "Smoke alarms: Make them work for you." serves to remind us the importance of having working smoke alarms in the home.

**THEREFORE** I, David Phillips, Mayor of Pineville, NC, do hereby proclaim October 6–12, 2024, as Fire Prevention Week, and I urge all the people of the Town of Pineville to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of North Carolina's fire and emergency services.

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David Phillips, Mayor



## Pineville Teacher Appreciation Day

**WHEREAS**, a strong, effective quality education is essential in shaping the future of young minds; and

**WHEREAS**, teachers are the single most influential factor in a child’s educational experience; and

**WHEREAS**, qualified, devoted teachers play a crucial role in developing and encouraging students to reach their full potential; and

**WHEREAS**, dedicated teaching is truly a labor of love, often requiring working evenings and weekends to enhance and enrich the learning experience of every student; and

**WHEREAS**, a successful teacher will hold their students to high expectations, challenge them to think critically, push them to excel in the face of adversity and inspire creativity whenever possible;

**WHEREAS**, the value of a talented, committed and inspirational teacher is without measure; their support guides young minds into being responsible, productive, contributing adults while their influence last a lifetime.

**WHEREAS**, the Town of Pineville Town Council urges our citizens to express their appreciation for the fine work our teachers do and salute teachers who represent an investment in our community.

**IT IS THEREFORE PROCLAIMED** THAT October 17, 2024, is **PINEVILLE TEACHER APPRECIATION DAY** in the Town of Pineville, North Carolina.

\_\_\_\_\_  
Mayor David Phillips

\_\_\_\_\_  
Ed Samaha

\_\_\_\_\_  
Amelia Stinson-Wesley

\_\_\_\_\_  
Chris McDonough

\_\_\_\_\_  
Danielle Moore



**RESOLUTION NO. 2024-17**

**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 8th day of October 2024.

ATTEST:

SEAL:

\_\_\_\_\_  
David Phillips, Mayor

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

**EXHIBIT "A"**

Surplus Property for Auction, Donation, Recycling, Destruction, Sale

**Surplus Items**

Dept.	Item/Desc/VIN#	Make/Model	Misc.	How Disposed	Eff. Date	Miles
POLICE DEPT.	2C3CDXAG2DH568245	2013 Dodge Charger		Online Auction	10/08/24	99,146
POLICE DEPT.	2C3CDXAG5EH188155	2014 Dodge Charger		Online Auction	10/08/24	108,648
POLICE DEPT.	2C3CDXAG7EH188156	2014 Dodge Charger		Online Auction	10/08/24	115,644
POLICE DEPT.	2C3CDXAG7EH366938	2014 Dodge Charger		Online Auction	10/08/24	71,156
POLICE DEPT.	2C3CDXAG5EH366937	2014 Dodge Charger		Online Auction	10/08/24	87,253
POLICE DEPT.	2C3CDXAGXEH357814	2014 Dodge Charger		Online Auction	10/08/24	85,897
ADMIN			Wood from Cone Mill	Online Auction	10/08/24	

**LIMITED POLICY RELEASE**

This Limited Policy Release is hereby agreed to the \_\_\_\_ day of \_\_\_\_\_, 2024 by the City of Pineville.

**WITNESSETH**

WHEREAS the City of Pineville was the named insured under certain policies issued by the Interlocal Risk Financing Fund of North Carolina ("IRFFNC") under policy number PL-P-63148-2023, for policy periods beginning on July 1, 2023 and ending on June 30, 2024; and

WHEREAS, the North Carolina League of Municipalities ("NCLM") is the administrator for the IRFFNC; and

WHEREAS, the IRFFNC denied coverage for claims by Sherrell Rogers; Date of Incident 12-14-23; IRFFNC File #: 3230114071 after determining that the City of Pineville had not listed the involved vehicle on the required Business Auto Schedule; and

WHEREAS, the City of Pineville listed ten vehicles on January 8, 2024 in Policy Changes, Number 83026, Pineville PL-P-63148-2023, with an effective date of December 21, 2023 (Attached hereto as Exhibit A); and

WHEREAS, the IRFFNC must deny any claims that may arise or have arisen from use of any of the ten vehicles, prior to December 21, 2023, listed in Exhibit A, regardless of whether the claims arise during the effective dates of policy PL-P-63148-2023 or any previous policy provided by the IRFFNC to the City of Pineville; and

WHEREAS, the IRFFNC has agreed to pay twenty-five thousand dollars and 00/100 (\$25,000.00) to the City of Pineville to resolve any and all claims under policy PL-P-63148-2023, or any previous policy provided by the IRFFNC to the City of Pineville, including claims for defense and for indemnity that may arise or have arisen from use of any of the ten vehicles prior to December 21, 2023 which are listed in Exhibit A in exchange for a Limited Policy Release as set forth herein; and

NOW, THEREFORE, in consideration of the payment made by IRFFNC of twenty-five thousand dollars and 00/100 (\$25,000.00), and in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pineville agrees as follows:

1. In consideration of the payment of twenty-five thousand dollars and 00/100 (\$25,000.00) by IRFFNC, the City of Pineville, for itself and for its representatives, assigns, administrators and successors, does hereby fully release, remise, acquit and forever discharge the IRFFNC and the NCLM, and its agents, servants, successors, administrators, assigns, attorneys, employees, owners, officers, directors, shareholders, parent entities, subsidiary entities, sister entities, successor corporations, representatives and all other related entities

any kind from any and all claims that were or could have been brought and for any future claims that may be brought against the City of Pineville from the use of any of the ten vehicles prior to December 21, 2023 which are listed in Exhibit A and any other unlisted vehicles now or formerly owned by Pineville. This Release applies to any and all claims by Pineville arising from Claimant Sherrell Rogers; Date of Incident 12-14-23; IRFFNC File #: 3230114071. This Release also applies to any claims for coverage under policy PL-P-63148-2023, or any previous policy provided by the IRFFNC to the City of Pineville, including claims for defense or indemnity which have or may be brought against the City of Pineville from the use of any of the ten vehicles prior to December 21, 2023 which are listed in Exhibit A.

2. The City of Pineville hereby acknowledges and agrees that the IRFFNC's payment is not an admission of liability or of coverage under its policies, but such payment is made solely in order to compromise disputed claims and issues for the purpose of avoiding litigation and the incurrence of additional litigation costs.

3. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.

4. This Agreement shall be binding on Pineville's successors in interest and assigns.

5. The undersigned have read this Agreement and acknowledges that it is authorized to bind the City of Pineville, has had the advice of counsel, and that no promise or representation of any kind, other than as contained herein, has been made by the IRFFNC as Releasee or by anyone acting for the IRFFNC. The City of Pineville has relied fully and completely on its own judgment and the advice of its attorneys in executing this Agreement.

6. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

WITNESS the following signature and seal:

**The City of Pineville**

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Exhibit A**

**Interlocal Risk Financing Fund of North Carolina**

Property and Liability Insurance Trust administered by the NC League of Municipalities

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**POLICY CHANGES**

Date 01/08/2024  
 Number 83026

Policy Version 3

Named Insured <b>Pineville</b>	Policy Number <b>PL-P-63148-2023</b>
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Transaction #		Effective	Premium Change
5481348	Added	12/21/2023	
Item Changed	Vehicle	2021 Ford Explorer 32211 added per member request	
Description	VIN: 32211 Year: 2021 Make: Ford Model/Description: Explorer Dept: Police OCN: \$35,000.00		
	Coverage: Automobile Liability		\$185.91
	Coverage: Auto Physical Damage Comp.		\$45.52
	Coverage: Auto Physical Damage Coll.		\$145.69
5481349	Added	12/21/2023	
Item Changed	Vehicle	2021 Ford Explorer 31772 added per member request	
Description	VIN: 31772 Year: 2021 Make: Ford Model/Description: Explorer Dept: Police OCN: \$35,000.00		
	Coverage: Automobile Liability		\$185.91
	Coverage: Auto Physical Damage Comp.		\$45.52
	Coverage: Auto Physical Damage Coll.		\$145.69
5481350	Added	12/21/2023	
Item Changed	Vehicle	2021 Ford Explorer 31524 added per member request	
Description	VIN: 31524 Year: 2021 Make: Ford Model/Description: Explorer Dept: Police OCN: \$35,000.00		

Coverage: Automobile Liability



Item 8.

overage: Auto Physical Damage Comp.

\$185.91

Coverage: Auto Physical Damage Coll.

\$45.52

\$145.69

5481351	Added	12/21/2023
Item Changed	Vehicle	2022 Ford Explorer 83938 added per member request
Description	VIN: 83938 Year: 2022 Make: Ford Model/Description: Explorer Dept: Police OCN: \$37,000.00	
	Coverage: Automobile Liability	\$185.91
	Coverage: Auto Physical Damage Comp.	\$45.52
	Coverage: Auto Physical Damage Coll.	\$145.69
5481352	Added	12/21/2023
Item Changed	Vehicle	2022 Ford Explorer 84103 added per member request
Description	VIN: 84103 Year: 2022 Make: Ford Model/Description: Explorer Dept: Police OCN: \$37,000.00	
	Coverage: Automobile Liability	\$185.91
	Coverage: Auto Physical Damage Comp.	\$45.52
	Coverage: Auto Physical Damage Coll.	\$145.69
5481353	Added	12/21/2023
Item Changed	Vehicle	2022 Ford Explorer 84473 added per member request
Description	VIN: 84473 Year: 2022 Make: Ford Model/Description: Explorer Dept: Police OCN: \$37,000.00	
	Coverage: Automobile Liability	\$185.91
	Coverage: Auto Physical Damage Comp.	\$45.52
	Coverage: Auto Physical Damage Coll.	\$145.69
5481356	Added	12/21/2023
Item Changed	Vehicle	2020 Ford Explorer 41789 added per member request
Description	VIN: 41789 Year: 2020 Make: Ford Model/Description: Explorer Dept: Police OCN: \$38,000.00	
	Coverage: Automobile Liability	\$185.91
	Coverage: Auto Physical Damage Comp.	\$40.16
	Coverage: Auto Physical Damage Coll.	\$119.98

5481359	Added	12/21/2023	
Item Changed	Vehicle	2023 Chev Silverado 11193 added per member request	Item 8.
Description	VIN: 11193 Year: 2023 Make: Chevrolet Model/Description: Silverado Dept: Police OCN: \$47,000.00		
		Coverage: Automobile Liability	\$185.06
		Coverage: Auto Physical Damage Comp.	\$45.44
		Coverage: Auto Physical Damage Coll.	\$178.64
<hr/>			
5481361	Added	12/21/2023	
Item Changed	Vehicle	2007 Ford Crown Vic 70317 added per member request	
Description	VIN: 40317 Year: 2007 Make: Ford Model/Description: Crown Victoria Dept: Police OCN: \$		
		Coverage: Automobile Liability	\$185.91
<hr/>			
5482107	Added	12/21/2023	
Item Changed	Vehicle	2021 Ford Explorer 31779 added per member request	
Description	VIN: 31779 Year: 2021 Make: Ford Model/Description: Explorer Dept: Police OCN: \$35,000.00		
		Coverage: Automobile Liability	\$185.91
		Coverage: Auto Physical Damage Comp.	\$45.52
		Coverage: Auto Physical Damage Coll.	\$145
<hr/>			
<b>"Net Premium Due (Credit)"</b>	<b>\$3,580.94</b>		



# Workshop Meeting

# Pineville

## PLANNING & ZONING

**To:** Planning Board

**From:** Travis Morgan

**Date:** 10/8/2024

**Re:** Rezoning a portion 311 North Polk to adjust zoning boundary (*Action Item*)

### **REQUEST:**

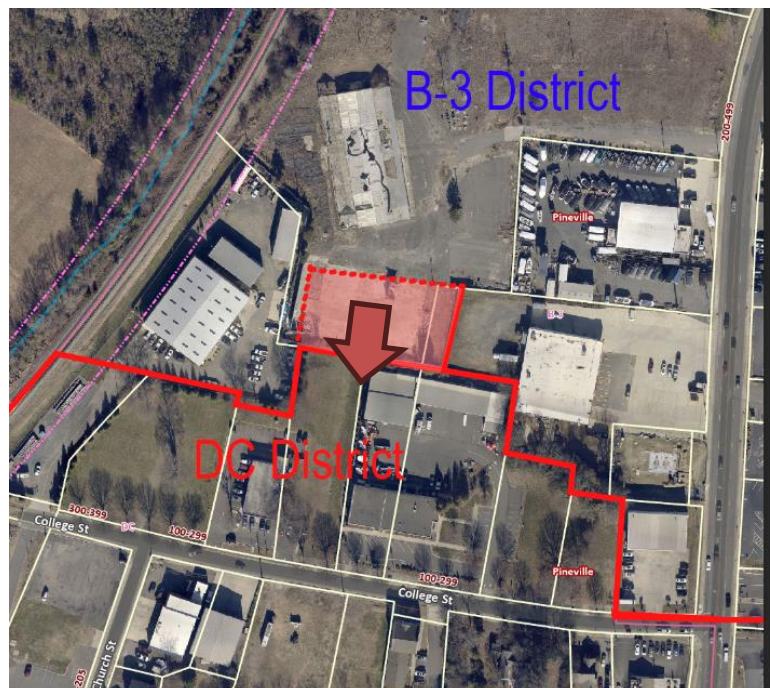
Conditional rezoning. Staff recommends good housekeeping to adjusting the zoning boundary between DC and B-3 to match the pending subdivision for the Fire Department and mark the zoning line between the Fire Department development and College Street area. Proposal is to rezone a section of the 311 North Polk Street from B-3 to DC(CD) as part of the conditional zoning approval for the College Street development area. This was previously approved as part of the additional parking lot area discussed within that development.

### **STAFF COMMENT:**

The additional parking lot area will function as a part of the Downtown area and it is recommended to have the whole development area zoned the same. In review of the Fire Department and zoning verification letters this was an item for clarification. It is not required but would make the zoning map cleaner and avoid a property from being possibly split-zoned. The rezoning of this parcel and zoning line adjustment will not affect prior zoning entitlements on either property.

### **ACTION:**

This is the Public Hearing to hear the request and hear any public comment. If there is no additional information needed you may close the Public Hearing and make a vote.



OWNER:  
TOWN OF PINEVILLE  
P.O. BOX 249  
PINEVILLE, NC 28134

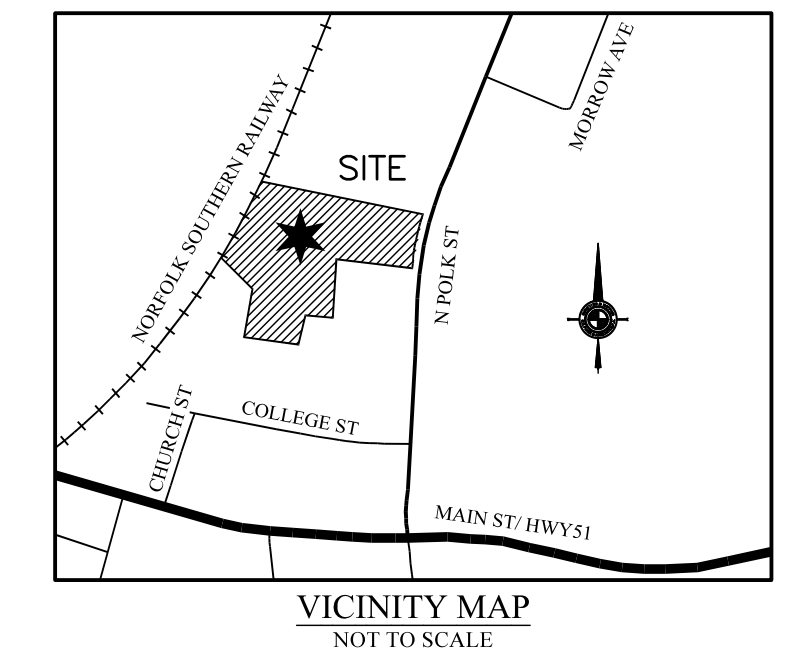
# SUBDIVISION PLAT

PREPARED FOR:  
TOWN OF PINEVILLE  
311 & 313 NORTH POLK STREET  
TOWN OF PINEVILLE, MECKLENBURG COUNTY, NC  
DEED REFERENCE: D.B. 37339, PG. 473  
MAP REFERENCE: M.B. 51-263  
TAX PARCEL NO: 205-012-12 & 205-012-17

### AREA TABLE

<b>PARCEL 1:</b>	NET AREA: 78,978 SQ. FT. OR 1.8131 ACRES
	AREA WITHIN R/W: 4,955 SQ. FT. OR 0.1138 ACRES
	TOTAL AREA: 83,933 SQ. FT. OR 1.9268 ACRES
<b>PARCEL 2:</b>	NET AREA: 120,622 SQ. FT. OR 2.7691 ACRES
	AREA WITHIN R/W: 21,896 SQ. FT. OR 0.5027 ACRES
	TOTAL AREA: 142,519 SQ. FT. OR 3.2718 ACRES
<b>PARCEL 3:</b>	NET AREA: 14,195 SQ. FT. OR 0.3259 ACRES
	AREA WITHIN R/W: 1,050 SQ. FT. OR 0.0241 ACRES
	TOTAL AREA: 15,246 SQ. FT. OR 0.3500 ACRES
<b>PARCEL 4:</b>	NET AREA: 25,268 SQ. FT. OR 0.5801 ACRES
	TOTAL AREA: 25,268 SQ. FT. OR 0.5801 ACRES

TOTAL NET AREA: 39,063 SQ. FT. OR 5.4882 ACRES  
TOTAL AREA WITHIN R/W: 27,901 SQ. FT. OR 0.6406 ACRES  
TOTAL AREA: 266,964 SQ. FT. OR 6.1288 ACRES



### LEGEND

- CP - CALCULATED POINT
- D.B. - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- EMM - EXISTING METAL MONUMENT
- EN - EXISTING NAIL
- AM - MEASURED
- M.B. - MAP BOOK
- NCM - NEW CONCRETE MONUMENT
- N.G.S. - NATIONAL GEODETIC SURVEY
- NR - NEW IRON ROD
- NN - NEW NAIL
- (P) - PLATTED
- PN - PARCEL IDENTIFICATION NUMBER
- PG - PAGE
- (R) - RECORDED
- R/W - RIGHT-OF-WAY
- (T) - TOTAL
- PROPERTY LINE
- PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY
- RIGHT-OF-WAY (NOT SURVEYED)
- EASEMENT
- SETBACK

TRUSTEES OF  
SOUTH CONGREGATION OF  
JEHOVA'S WITNESSES  
CHARLOTTE, NC  
D.B. 30017 PG. 773  
PIN: 205-011-07

TOWN OF PINEVILLE  
D.B. 21886 PG. 165  
PIN: 205-012-01

TOWN OF PINEVILLE  
D.B. 38125 PG. 616  
PIN: 205-012-12

PART OF LOT 1, MB: 51, PG. 263  
"PLAT PREPARED FOR PEL  
PARTNERS, LLC"  
JENRETTE REAL ESTATE LLC  
D.B. 27699 PG. 330  
PIN: 205-012-09

DOWNTOWN PINEVILLE  
PROPERTIES, LLC  
D.B. 37722, PG. 640  
PIN: 205-012-15

DOWNTOWN PINEVILLE  
PROPERTIES, LLC  
D.B. 37722, PG. 640  
PIN: 205-012-04

DOWNTOWN PINEVILLE  
PROPERTIES, LLC  
D.B. 37722, PG. 640  
PIN: 205-012-05

MIRSA 2 LLC  
D.B. 24444 PG. 650  
PIN: 205-012-11

**PARCEL #1**  
NET AREA:  
78,978 SQ. FT.  
OR 1.8131 ACRES

**PARCEL #2**  
NET AREA:  
120,622 SQ. FT.  
OR 2.7691 ACRES

**PARCEL #3**  
NET AREA:  
14,195 SQ. FT.  
OR 0.3259 ACRES

**PARCEL #4**  
AREA:  
25,268 SQ. FT.  
OR 0.5801 ACRES

### NOTES

- ALL CORNERS MONUMENTED AS SHOWN.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
- (N. POLK STREET) IS SHOWN AS A "MAJOR THOROUGHFARE" ON THE CHARLOTTE REGIONAL TRANSPORTATION PLANNING ORGANIZATION (CRTPO) COMPREHENSIVE TRANSPORTATION PLAN DATED JANUARY 18 2017 (REVISED OCTOBER 17, 2018).
- THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT-OF-WAY WIDTH OF ANY ADJACENT PROPERTIES.
- PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE SUBJECT PROPERTY AS SHOWN HEREON.

### REVIEW OFFICER

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

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

### OWNERS CERTIFICATE

THE UNDERSIGNED PROPERTY OWNER HEREBY CERTIFIES TO HOLDING LEGAL OWNERSHIP OF THE PROPERTY SHOWN ON THIS PLAT AND TO THE AUTHORITY TO MAKE DECISIONS CONCERNING THE SUBJECT PROPERTY. THE UNDERSIGNED FURTHERMORE CERTIFIES TO REVIEWING THIS PLAT AND TO AGREEING WITH THE PLACEMENT OF BOUNDARY LINES AS SHOWN HEREON.

OWNER(S) \_\_\_\_\_ DATE \_\_\_\_\_

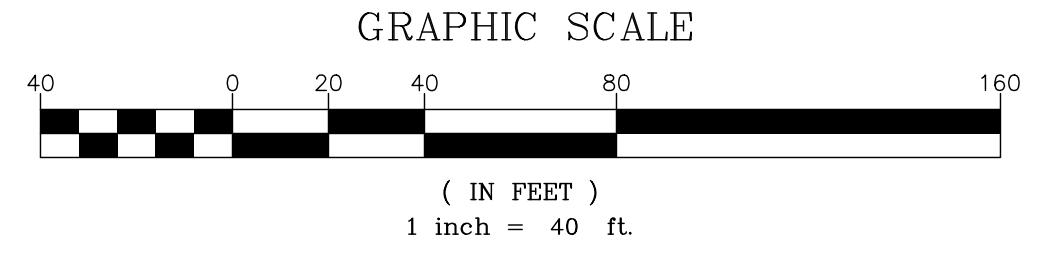
OWNER(S) \_\_\_\_\_ DATE \_\_\_\_\_

### ZONING DISCLAIMER

SUBJECT PROPERTY ZONED:  
B-3 (GENERAL BUSINESS DISTRICT)  
ZONING RESTRICTIONS AS PER ZONING ORDINANCE.  
NO ZONING REPORT WAS PROVIDED AT TIME OF SURVEY. PURCHASER/DEVELOPER TO VERIFY ZONING REQUIREMENT PRIOR TO FURTHER DEVELOPMENT OF SITE.  
FOR FURTHER INFORMATION CONTACT THE TOWN OF PINEVILLE PLANNING AND ZONING DEPARTMENT AT 704-889-2202.

### CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1108.00'	108.82'	S12°39'18"W	108.36'
C2	1108.00'	39.01'	S19°53'37"W	35.01'
C3	1108.00'	163.61'	S19°53'37"W	163.48'

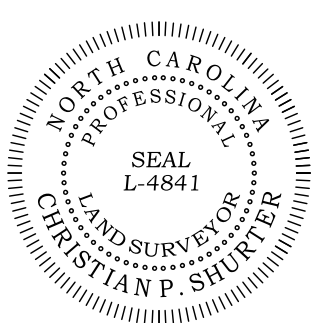


### FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED SEPTEMBER 02, 2015.  
MAP NUMBER: 3710443900L ZONE "X"

### SURVEYOR'S CERTIFICATE

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG  
I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED BOOK: 38125, PAGE 616); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED OR INFORMATION AS REFERENCED ON THE FACE OF THIS PLAT THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000 LINEAR FEET. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 30TH DAY OF MAY, A.D., 2024.



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

### PRELIMINARY

CHRISTIAN P. SHURTER, P.L.S. L-4841 DATE \_\_\_\_\_

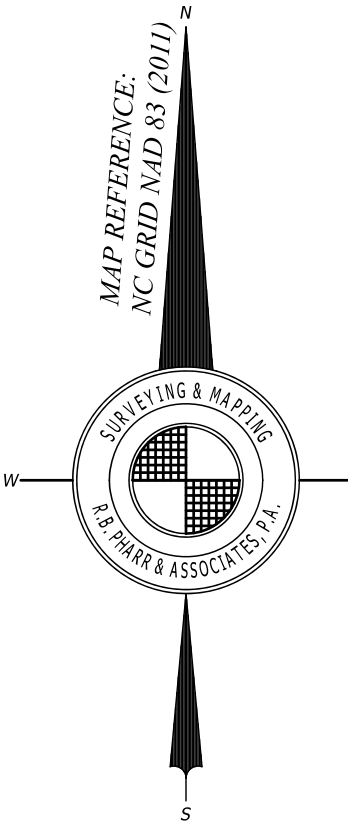
CREW: RBP BJR  
DRAWN: BJR  
REVISED: \_\_\_\_\_

**R.B. PHARR & ASSOCIATES, P.A.**  
SURVEYING & MAPPING  
969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186  
LICENSE NO. C-1471

DATE: MAY 30, 2024 JOB NO. 95755  
SCALE: 1" = 40' PLOTTED: 5/30/24

### UTILITIES

- POWER**  
PINEVILLE ELECTRIC CO.  
(704) 889-2292
- TELEPHONE**  
BELL SOUTH TELECOMMUNICATIONS  
1-888-757-6500
- WATER & SEWER**  
CHARLOTTE WATER  
(704) 336-2564 WATER  
(704) 357-6064 SEWER
- GAS**  
PIEDMONT NATURAL GAS CO.  
1-800-752-7504
- CABLE TELEVISION**  
SPECTRUM  
1-800-892-2255





## TOWN COUNCIL AGENDA ITEM

**MEETING DATE: October 8, 2024**

Agenda Title/Category:	<b>Public Hearing (Debt Issuance)</b>			
Staff Contact/Presenter:	<b>Christopher Tucker, Finance Director</b>			
Meets Strategic Initiative or Approved Plan:	<b>Yes</b>	<b>No</b>	If yes, list:	<b>N/A</b>
Background:	<p>The Town desires to issue debt of \$16.5M to fund the new Fire Station. Council and staff most recently discussed the issuance at the 8/26 and 9/23 work sessions.</p> <p>Davenport issued a Request for Financing Proposals to banking institutions last month and received the results 9/19. At the 9/23 work session, Davenport and staff recommended accepting Webster Bank’s 20-year loan proposal over pursuing a public sale.</p>			
Discussion:	<p>Before accepting any terms...  <b>GS 160A-20(g) – A unit of government entering into an installment purchase contract (loan) that “involves real property” must hold a public hearing on the contract.</b></p> <p><b>This public hearing was duly advertised on 9/26.</b></p>			
Fiscal impact:	<b>Significant impact to future debt service commitments</b>			
Attachments:	<b>Publishers Affidavit</b>			
Recommended Motion to be made by Council:	<b>Hold Public Hearing</b>			





The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

# AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
29540	596155	Print Legal Ad-IPL01960870 - IPL0196087		\$51.00	2	29 L

Attention: Lisa Snyder

TOWN OF PINEVILLE  
PO BOX 249  
PINEVILLE, NC 28134

lsnyder@pinevillenc.gov

### NOTICE OF PUBLIC HEARING

The Town Council of the Town of Pineville, North Carolina (the "Town") is considering authorizing the Town to enter into an installment financing contract (the "Contract"), in a principal amount currently expected not to exceed \$16,500,000, under which the Town will make certain installment payments, to pay the capital costs of constructing, equipping and furnishing a fire station to be located in the Town on all or a portion of the property with the current address of 315 and 317 North Polk Street (the "Project"), and pay the costs related to the execution and delivery of the Contract. In connection with the Contract, the Town expects to enter into a deed of trust and security agreement (the "Deed of Trust") to grant a security interest on all or a portion of the site on which the Project will be located, and the improvements thereon, as may be required for the benefit of the entity providing the funds to the Town under the Contract (the "Mortgaged Property"). The Contract and the Deed of Trust permit the Town to enter into amendments to finance additional projects using the Mortgaged Property as collateral and the Town may or may not grant additional collateral in connection with such amendments. On payment by the Town of all installment payments due under the Contract, including any future amendments to finance or refinance projects, the Deed of Trust and any lien created thereunder will terminate and the Town's title to the Mortgaged Property will be unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Section 160A-20 of the General Statutes of North Carolina, that on October 8, 2024, at or about 6:30 p.m. the Town Council of the Town will conduct a public hearing at the Pineville Town Hall, located at 505 Main Street, Pineville, North Carolina, 28134 concerning the approval of the execution and delivery of the Contract and the Town's financing of the Project. All interested parties are invited to present comments at the public hearing.  
IPL0196087  
Sep 26 2024

North Carolina } ss  
Mecklenburg County }

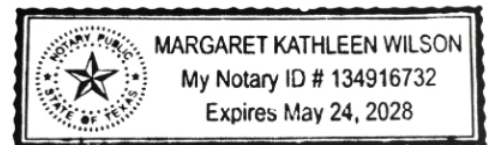
Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 insertion(s) published on:

09/26/24

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 26th day of September, 2024

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!





## TOWN COUNCIL AGENDA ITEM

**MEETING DATE: October 8, 2024**

Agenda Title/Category:	<b>Financing Resolution / New Business</b>			
Staff Contact/Presenter:	<b>Christopher Tucker, Finance Director</b>			
Meets Strategic Initiative or Approved Plan:	<b>Yes</b>	<b>No</b>	If yes, list:	<b>N/A</b>
Background:	<p>The Town desires to issue debt of \$16.5M to fund the new Fire Station. Council and staff most recently discussed the issuance at the 8/26 and 9/23 work sessions.</p> <p>Davenport issued a Request for Financing Proposals to banking institutions earlier this month and received the results 9/19. At the 9/23 work session, Davenport and staff recommended accepting Webster Bank’s 20-year loan proposal over pursuing a public sale.</p>			
Discussion:	<p>After holding the public hearing, the next step is to approve an initial financing resolution. This resolution puts into record many of the things we have discussed over the past few months: Reason for project, debt engagement w Webster Bank, financing team and bond counsel, and requests that the Finance Director submit an application to the LGC for the issuance.</p>			
Fiscal impact:	<b>Significant impact to future debt service commitments</b>			
Attachments:	<b>Resolution</b>			
Recommended Motion to be made by Council:	<b>Approve as presented</b>			

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PINEVILLE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

**WHEREAS**, the Town of Pineville, North Carolina (the “*Town*”) is a municipal corporation existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

**WHEREAS**, the Town has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

**WHEREAS**, the Town Council of the Town (the “*Town Council*”) hereby determines that it is in the best interest of the Town to enter into (1) an installment financing contract (the “*Contract*”) with the Bank (as defined herein) in order to pay the costs of constructing, equipping and furnishing a new fire station to be located on North Polk Street in the Town (the “*Project*”) and (2) a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) on all or a portion of the site of the Project and all improvements thereon, in order to provide security for the Town’s obligations under the Contract;

**WHEREAS**, the Town staff has retained (1) Parker Poe Adams & Bernstein LLP, as special counsel (“*Special Counsel*”) and (2) Davenport & Company LLC, as financial advisor (the “*Financial Advisor*”), in connection with the proposed installment financing;

**WHEREAS**, the Town staff has solicited requests for proposal from financial institutions for the installment financing and recommends selecting Webster Bank (the “*Bank*” and together with the Special Counsel and the Financial Advisor, the “*Financing Team*”);

**WHEREAS**, the Town Council hereby determines that the Project is essential to the Town’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Project will provide an essential use and will permit the Town to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the Town by virtue of the findings presented herein;

**WHEREAS**, the Town Council hereby determines that the estimated cost of financing the Project is an amount not to exceed \$16,500,000 and that such cost of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the Town in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

**WHEREAS**, although the cost of financing the Project pursuant to the Contract and the Deed of Trust is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the Town hereby determines that the cost of financing the Project pursuant to the

Contract and Deed of Trust and the obligations of the Town thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the Project; and (3) no revenues are produced by the Project so as to permit a revenue bond financing;

**WHEREAS**, the Town Council hereby determines that the estimated cost of financing the Project pursuant to the Contract and the Deed of Trust allows the Town to finance the Project at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the Town and reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

**WHEREAS**, the increase in taxes, if any, necessary to meet the sums to fall due under the Contract will not be excessive.

**WHEREAS**, no deficiency judgment may be rendered against the Town in any action for its breach of the Contract, and the taxing power of the Town is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

**WHEREAS**, the Town is not in default under any of its debt service obligations;

**WHEREAS**, the Town's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the Town has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

**WHEREAS**, past audit reports of the Town indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the Town has not been censured by the Local Government Commission of North Carolina (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

**WHEREAS**, a public hearing on the Contract, the Deed of Trust and the Project, after publication of a notice with respect to such public hearing, was held on the date of the adoption of this Resolution and approval of the LGC with respect to entering the Contract must be received; and

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Pineville, North Carolina that:

Section 1. ***Authorization to Negotiate the Contract and the Deed of Trust.*** The Mayor, the Town Manager and the Finance Director or their respective designees (the "*Authorized Officers*"), individually or collectively, with advice from the Town Attorney, Special Counsel and the Financial Advisor, are hereby authorized and directed to negotiate on behalf of the Town (1) the financing of the Project for a principal amount not to exceed \$16,500,000 under the Contract to be entered into

with the Bank in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and (2) the provision of a security interest under the Deed of Trust in the Town's fee simple interest on all or a portion of the site of the Project, together with all improvements and fixtures located thereon, as may be required by the Bank providing the funds to the Town under the Contract to secure the Town's obligations thereunder.

Section 2. ***Application to LGC.*** The Finance Director, or his designee, is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the Town and its financial condition as may be required by the LGC.

Section 3. ***Approval of the Financing Team.*** The Financing Team is hereby approved in connection with the financing of the Project. The Authorized Officers, with advice from the Town Attorney and Special Counsel, are hereby authorized to retain the assistance of other professionals as they deem necessary and desirable to carry out the intention of this Resolution.

Section 4. ***Ratification.*** All actions of the Town and its officials, whether previously or hereafter taken in effectuating the proposed financing as described herein, are hereby ratified, authorized and approved.

Section 5. ***Repealer.*** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 6. ***Effective Date.*** This Resolution is effective on the date of its adoption.

Adopted this 8th day of October, 2024.

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

I, *Lisa Snyder*, Town Clerk of the Town of Pineville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PINEVILLE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” duly adopted by the Town Council of the Town of Pineville, North Carolina at a meeting held on the 8th day of October, 2024.

**WITNESS** my hand and the corporate seal of the Town of Pineville, North Carolina, this the \_\_\_ day of October, 2024.

(SEAL)

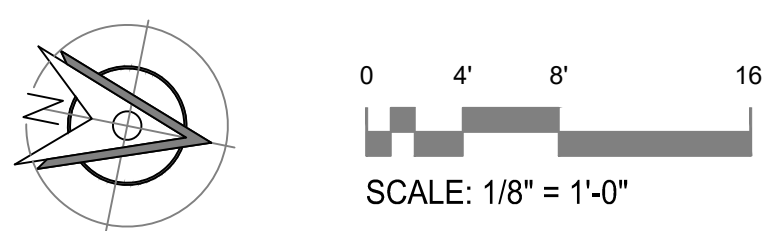
\_\_\_\_\_  
Lisa Snyder  
Town Clerk  
Town of Pineville, North Carolina



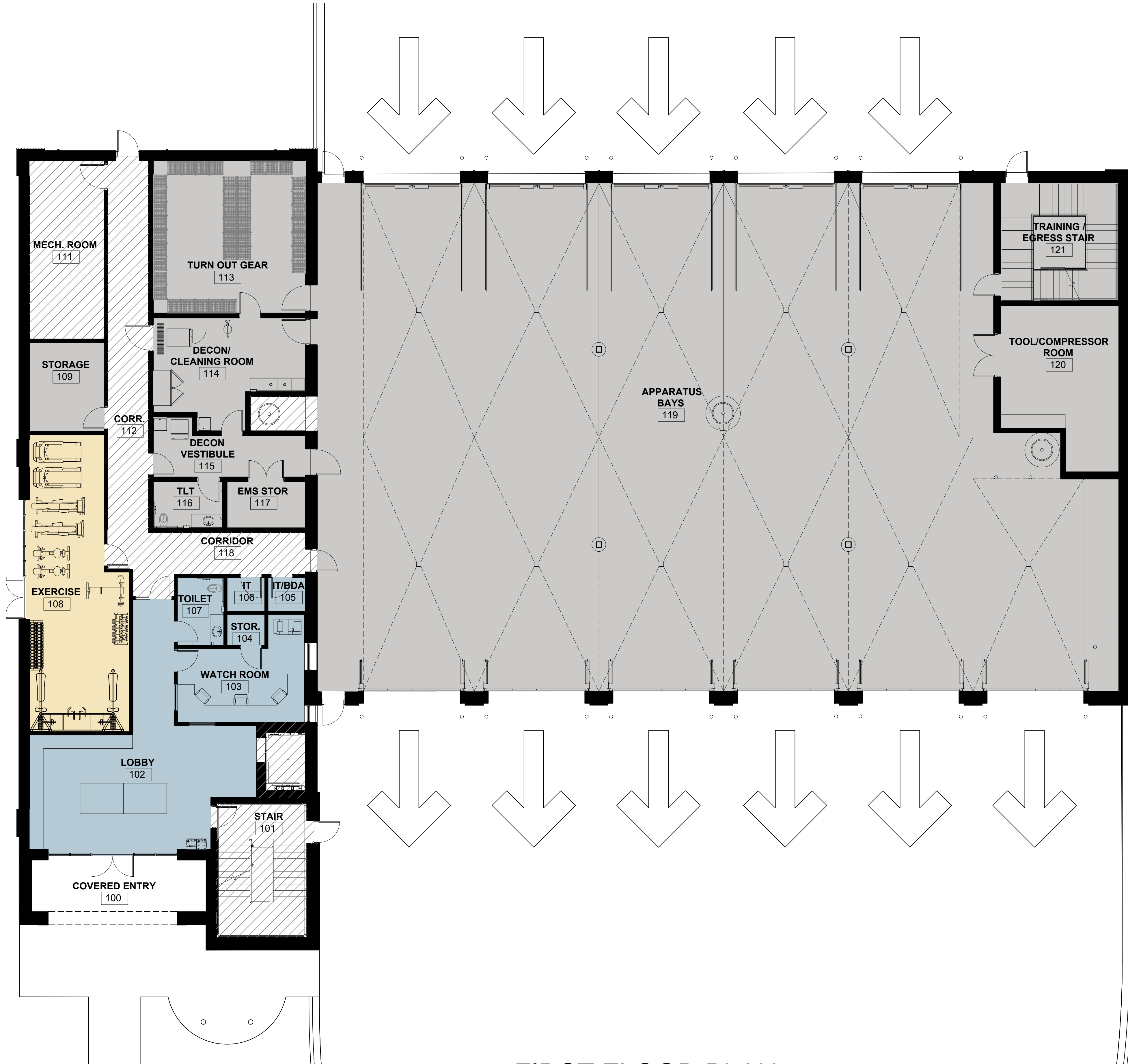
### SECOND FLOOR PLAN

**LEGEND:**

- PUBLIC
- PRIVATE
- APPARATUS AND SUPPORT
- MECHANICAL AND CIRCULATION







FIRST FLOOR PLAN

**LEGEND:**

- PUBLIC
- PRIVATE
- APPARATUS AND SUPPORT
- MECHANICAL AND CIRCULATION



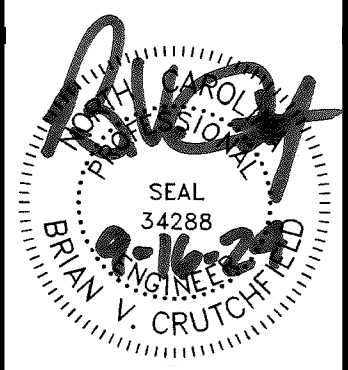




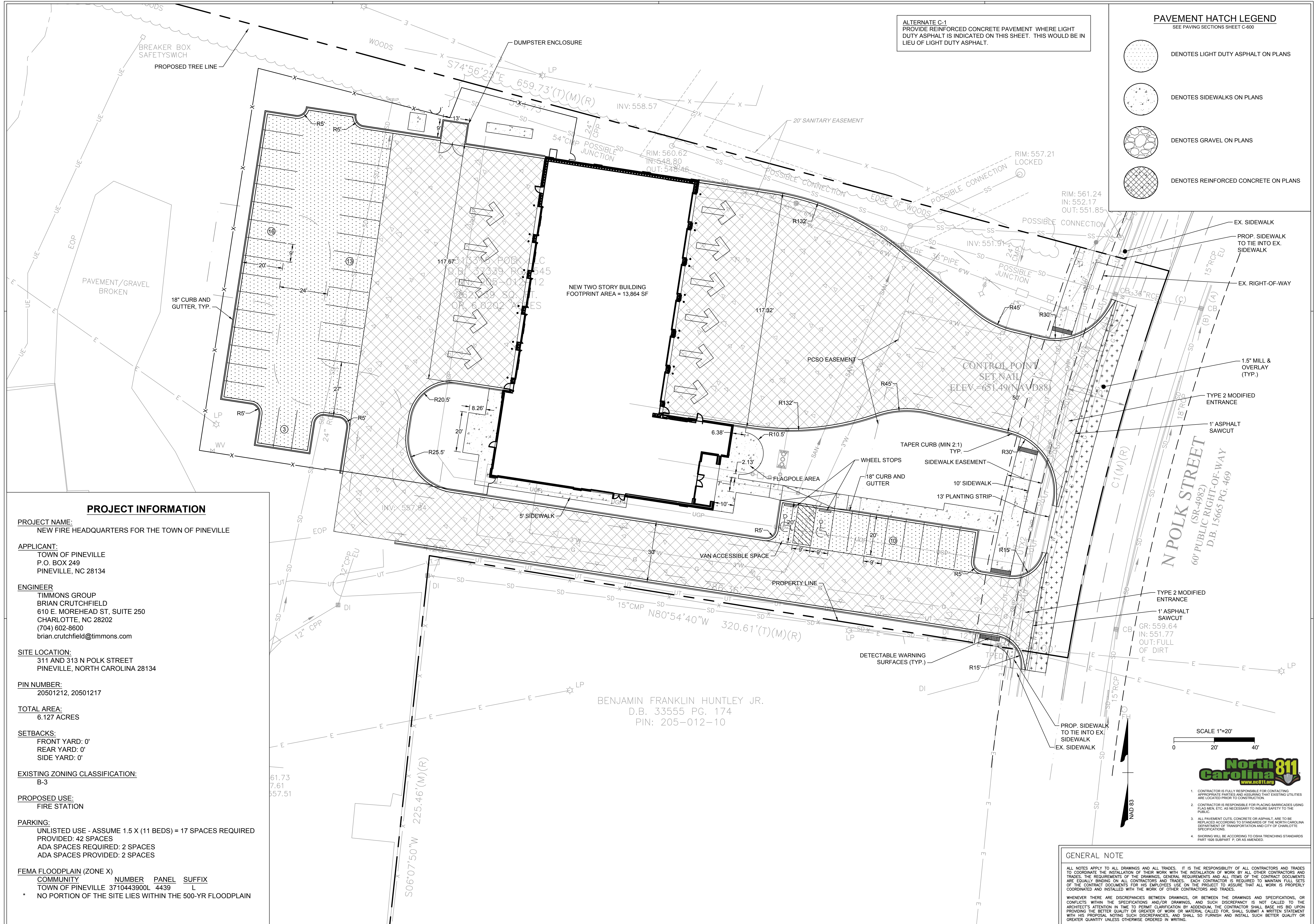
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719 East Second Avenue  
Gastonia, NC 28054  
Phone: 704.865.0311  
Fax: 704.865.0046

Stewart-Cooper-Newell Architects  
www.scn-architects.com



NEW FIRE HEADQUARTERS FOR THE TOWN OF PINEVILLE  
311 N POLK STREET, PINEVILLE, NC 28134



ALTERNATE C-1  
PROVIDE REINFORCED CONCRETE PAVEMENT WHERE LIGHT DUTY ASPHALT IS INDICATED ON THIS SHEET. THIS WOULD BE IN LIEU OF LIGHT DUTY ASPHALT.

PAVEMENT HATCH LEGEND

SEE PAVING SECTIONS SHEET C-600

- DENOTES LIGHT DUTY ASPHALT ON PLANS
- DENOTES SIDEWALKS ON PLANS
- DENOTES GRAVEL ON PLANS
- DENOTES REINFORCED CONCRETE ON PLANS

PROJECT INFORMATION

**PROJECT NAME:**  
NEW FIRE HEADQUARTERS FOR THE TOWN OF PINEVILLE

**APPLICANT:**  
TOWN OF PINEVILLE  
P.O. BOX 249  
PINEVILLE, NC 28134

**ENGINEER:**  
TIMMONS GROUP  
BRIAN CRUTCHFIELD  
610 E. MOREHEAD ST. SUITE 250  
CHARLOTTE, NC 28202  
(704) 602-8600  
brian.crutchfield@timmons.com

**SITE LOCATION:**  
311 AND 313 N POLK STREET  
PINEVILLE, NORTH CAROLINA 28134

**PIN NUMBER:**  
20501212, 20501217

**TOTAL AREA:**  
6.127 ACRES

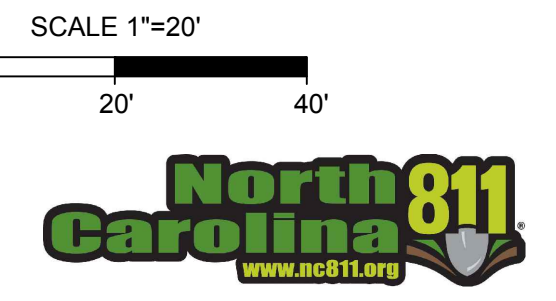
**SETBACKS:**  
FRONT YARD: 0'  
REAR YARD: 0'  
SIDE YARD: 0'

**EXISTING ZONING CLASSIFICATION:**  
B-3

**PROPOSED USE:**  
FIRE STATION

**PARKING:**  
UNLISTED USE - ASSUME 1.5 X (11 BEDS) = 17 SPACES REQUIRED  
PROVIDED: 42 SPACES  
ADA SPACES REQUIRED: 2 SPACES  
ADA SPACES PROVIDED: 2 SPACES

**FEMA FLOODPLAIN (ZONE X)**  
COMMUNITY NUMBER PANEL SUFFIX  
TOWN OF PINEVILLE 3710443900L 4439 L  
\* NO PORTION OF THE SITE LIES WITHIN THE 500-YR FLOODPLAIN

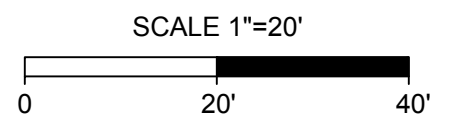


- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CITY OF CHARLOTTE SPECIFICATIONS.
- SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.

GENERAL NOTE

ALL NOTES APPLY TO ALL DRAWINGS AND ALL TRADES. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS AND TRADES TO COORDINATE THE INSTALLATION OF THEIR WORK WITH THE INSTALLATION OF WORK BY ALL OTHER CONTRACTORS AND TRADES. THE REQUIREMENTS OF THE DRAWINGS, GENERAL REQUIREMENTS AND ALL ITEMS OF THE CONTRACT DOCUMENTS ARE EQUALLY BINDING ON ALL CONTRACTORS AND TRADES. EACH CONTRACTOR IS REQUIRED TO MAINTAIN FULL SETS OF THE CONTRACT DOCUMENTS FOR HIS EMPLOYEES USE ON THE PROJECT TO ASSURE THAT ALL WORK IS PROPERLY COORDINATED AND INSTALLED WITH THE WORK OF OTHER CONTRACTORS AND TRADES.

WHENEVER THERE ARE DISCREPANCIES BETWEEN DRAWINGS, OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, OR CONFLICTS WITHIN THE SPECIFICATIONS AND/OR DRAWINGS, AND SUCH DISCREPANCY IS NOT CALLED TO THE ARCHITECT'S ATTENTION IN TIME TO PERMIT CLARIFICATION BY ADDENDUM, THE CONTRACTOR SHALL BASE HIS BID UPON PROVIDING THE BETTER QUALITY OR GREATER QUANTITY OF WORK OR MATERIAL CALLED FOR, SHALL SUBMIT A WRITTEN STATEMENT WITH HIS PROPOSAL NOTING SUCH DISCREPANCIES, AND SHALL SO FURNISH AND INSTALL SUCH BETTER QUALITY OR GREATER QUANTITY UNLESS OTHERWISE ORDERED IN WRITING.







SITE VIEW FROM N. POLK STREET AT VISITOR PARKING, SIDEWALK, BIKE LANE, AND PLANTING STRIP  
 (BUILDING ENTRANCE SIDE OF DRIVEWAY)





FRONT VIEW  
(RESPONDING DRIVEWAY)





SITE VIEW FROM N. POLK STREET AT VISITOR PARKING, SIDEWALK, BIKE LANE, AND PLANTING STRIP  
(BUILDING ENTRANCE SIDE OF DRIVEWAY)





BUILDING ENTRANCE & STAIR TOWER VIEW  
 (FROM RETURNING/SHARED DRIVEWAY)





REAR VIEW AT TRAINING ROOM, OUTDOOR PATIO AND APPARATUS BAYS  
(FROM RETURNING/SHARED DRIVEWAY)





VIEW AT REAR TRAINING STAIRS, OUTDOOR PATIO AND APPARATUS BAYS  
(FROM REAR APRON)





SIDE VIEW AT FRONT APRON  
(N. POLK STREET SIDE OF SITE)





SIDE VIEW AT FRONT APRON  
(N. POLK STREET SIDE OF SITE)



# Workshop Meeting



**To:** Planning Board

**From:** Travis Morgan

**Date:** 10/8/2024

**Re:** Text Amendment to Allow Townhomes in the B-3 District (*Action Item*)

**REQUEST:**

South Oak Partners requests your consideration for a text amendment to the Pineville Zoning Ordinance to allow townhomes in the B-3 zoning district. The proposal is to conditionally allow townhomes in that district. This means any townhome development in that zoning district would need to have a site plan specific proposal approved by Pineville Town Council; as opposed the use being permitted by right.

Use Clarification	R-44	R-12	R-7	R-MF	DC	RMX	O-I	O-C	B-3	B-4	B-P	G-I	Special Regulation
Dwelling, Townhomes				P	P	P			*C*		C		6.5.21

**STAFF COMMENT:**

Staff supports responsible and attractive mixed-use development along our primary roadway corridors. Mixed use in this case meaning residential uses within business or office uses. This is to enhance walkability, reduce automobile reliance, and preserve existing neighborhoods. Mixed use corridors are nothing new and are within many traditional developed commercial streetscapes.

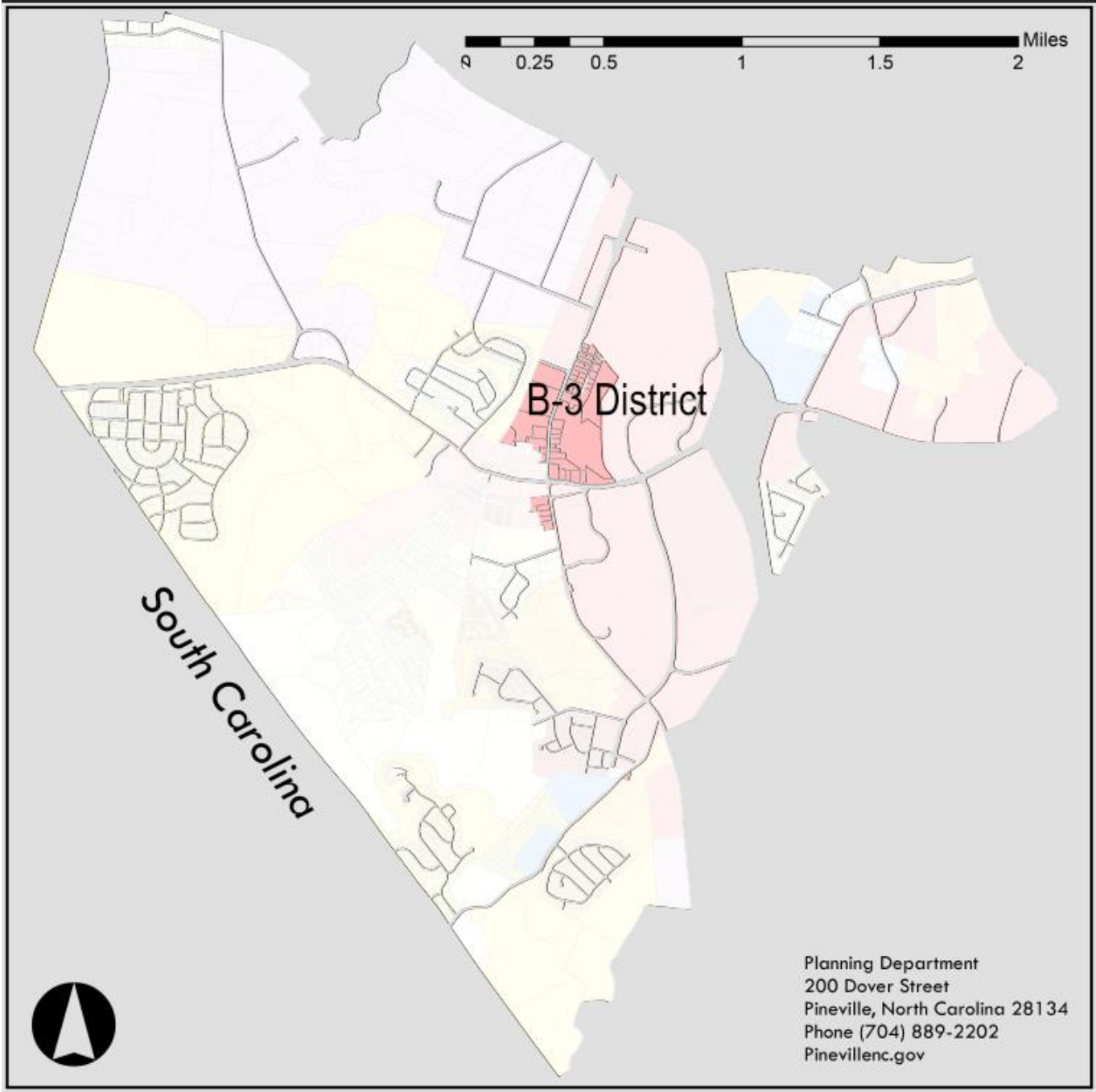
The conditional, site plan specific requirement can help guide the best locations in underperforming commercial locations and take development pressure away from established neighborhoods. Townhomes as a use are linked to individual parcels of land that are able to be bought and sold.

**PLANNING BOARD:**

Planning Board recommended the text amendment at the 9/19/2024 meeting.

**ACTION:**

This is the Public Hearing to hear the request and hear any public comment. If there is no additional information needed you may close the Public Hearing and make a vote.



Item 11.

# Pineville

## PLANNING & ZONING

### North Carolina

*Official Zoning Map*

### Zoning Designation

- B-P
- B-4
- B-3
- DC
- O-C
- O-I
- G-I
- R-44
- R-12
- R-7
- RMX
- R-MF

**\*Please see staff for all conditional use permits and conditional districts**

This map may not represent the most current information available and may be revised without prior notice to the user.

Please contact Pineville Planning Dept to verify all zoning information displayed in this document.

0 0.25 0.5 1 1.5 2 Miles

South Carolina

Planning Department  
200 Dover Street  
Pineville, North Carolina 28134  
Phone (704) 889-2202  
Pinevillenc.gov

45



## TOWN COUNCIL AGENDA ITEM

**MEETING DATE: October 8, 2024**

Agenda Title/Category:	<b>Budget Amendment 2025-4 / New Business</b>			
Staff Contact/Presenter:	<b>Christopher Tucker, Finance Director</b>			
Meets Strategic Initiative or Approved Plan:	<b>Yes</b>	<b>No</b>	If yes, list:	<b>N/A</b>
Background:	<p><b>A minor correction is needed to our posted Electric Fee Schedule #13.</b></p> <p><b>Schedule #13 is Small Commercial Service that has summer and non-summer rates for demand (kW) charges.</b></p>			
Discussion:	<p><b>Our posted fee schedule has differing Basic Facilities charges for summer and non-summer.</b></p> <p><b>Staff recommends amending the rate schedule to reflect a \$20.00 Basic Facilities charge for both seasons.</b></p>			
Fiscal impact:	<b>Minimal</b>			
Attachments:	<b>Schedule #13 w strikethrough correction</b>			
Recommended Motion to be made by Council:	<b>Approve as presented</b>			

**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule 13**  
**Small Commercial Service**

**AVAILABILITY**

This Schedule is available to the non-residential customer with monthly demand less than 100 kW.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

This Schedule is not available for auxiliary or breakdown service and power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in a contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for the delivery of such power. The Town shall not be liable to any Customer or applicant for power in the event it is delayed in or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase, 3 wire, 204, 480 volts, or

3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the City's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

**MONTHLY RATE**

Minimum Demand: 30 kW	<u>Summer</u>	<u>Non-Summer</u>
I. Basic Facilities Charge	<del>\$27.72</del> \$20.00	\$ 20.00
II. Demand Charge:		
First 30 kW	No Charge	No Charge
All kW Over 30 kW	\$8.97	\$6.09
III. Energy Charge:		
For the First 100 kWh per kW Billing Demand per Month		
First 3,000 kWh	\$0.15109	\$0.15109
All Over 3,000 kWh	\$0.07690	\$0.07690
For the Next 200 kWh per kW Billing Demand per Month		
All kWh	\$0.09864	\$0.09864
For All Over 300 kWh per kW Billing Demand per Month		
All kWh	\$0.07928	\$0.07928

**DEFINITION OF SUMMER/NON-SUMMER**

Summer: Monthly billings for June through September.

Non-summer: Monthly billing for October through May.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

**DETERMINATION OF BILLING DEMAND**

At its option, the Town may install a demand meter to measure demand for any customer served under this schedule.

The demand for billing purposes each month shall be the greater of the maximum integrated 30-minute demand measured during the month, or 30 kilowatts.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the resultant value by the average power factor in percent for that month.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective for bills rendered on and after July 1, 2024





## TOWN COUNCIL AGENDA ITEM

**MEETING DATE: 10/08/24**

Agenda Title/Category:	<b>Cone Mill PSA</b>			
Staff Contact/Presenter:	<b>Ryan Spitzer</b>			
Meets Strategic Initiative or Approved Plan:	<b>Yes</b>	<b>No</b>	If yes, list:	<b>Comprehensive Plan</b>
	<b>x</b>			
Background:	Pineville has been negotiating a deal with Cone Mill Development Ventures, LLC to purchase and develop the site into a residential and commercial development. The PSA sets out the terms of the project and a Public Hearing to sell the property will be held in November. The approval of the PSA is just the first step in transferring the property to the buyer.			
Discussion:	Council needs to decide if they are comfortable with the terms of the agreement, the site plan, and the purchase price that has been agreed to. Council and staff also need to determine prior to the vote in November if any other conditions will be required for the development.			
Fiscal impact:	<b>\$5,000,000 in revenue</b>			
Attachments:	<ol style="list-style-type: none"> <li>1. Memo</li> <li>2. Timeline</li> <li>3. PSA</li> <li>4. Site Plan</li> </ol>			
Recommended Motion to be made by Council:	Approve the PSA			



# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 10/4/2024

**Re:** PSA for Cone Mill

## Overview:

Town Council directed staff to begin working with a buyer on a Purchase and Sale Agreement (PSA) for the Cone Mill property that will redevelop the property for a mix of commercial and townhome uses. Staff have completed a draft PSA with the buyer for Council's approval. The terms of the PSA are outlined below.

Typically, when the Town holds a Public Hearing for a third-party developer looking to develop on a private property in town the following are required by the town at the time of the Public Hearing: site plan, landscape plan, elevations, parking count, unit count, and a traffic study.

## Time Periods

**Purchase Price:** \$5,000,000 due at Closing

**Effective Date:** Signing of the PSA

**Brownfields Period:** 270 days (9 months) after Effective Date with the option of 3, sixty-day extensions (6 months).

**Examination Period:** Initial period of 90 days (3 months) with two 30-day extensions (2 months) after the Effective Date

**Permitting Period:** 90 days (3 months) after the Examination Period

**Closing Date:** The earlier of 30 days after the receipt of all required permits or 30 months after the Effective Date. The Closing Date gets extended on a day for day basis if the Brownfields period extends past the initial 270 days.

## **Section 33 – Brownfields**

A new Brownfields Agreement has to applied for due to the addition of townhomes. The buyer is paying for the application and additional work and will also pay for up to portion of the town's attorney fees. The town will remain the applicant in case the buyer does not complete the project to make transfer of the information easier. If the town defaults and causes the buyer to terminate the project the town has to pay the buyer up to \$100,000 for work completed on the Brownfield

Agreement. A new brownfields agreement will take between 9-15 months. If the buyer does not obtain the Brownfield Agreement prior to the end of 15 months, the town can terminate the PSA.

### **Section 6 – Examination of Property (Examination Period)**

1. The Buyer can terminate the agreement for any reason during this time with a penalty.
2. Buyer and Town must agree to a Public-Private Joint Development Agreement that outline the public improvements that will be made to the property and the dedication of property to the Town.
3. If not already done the Buyer must schedule a Public Hearing within this period and get approval from Town Council for the project.

### **Section 28 – Permitting Period**

The Buyer must use commercially responsible efforts to get approvals on the site plan, utility, transportation, zoning, and permitting.

### **Current Site-Specific Requirements:**

- Only 10% of homes can be rentals
- Up to six (6) food trucks in commercial development for 365 days
- No businesses allowed in townhomes
- Approval by Council for a Joint Development Agreement
  - Widen the street
  - Widen the sidewalks on Dover
  - Designated Public Parking
  - Park(s) developed for the town

Town Council should decide if there are any other site-specific requirements they would like to see in the development.

### **Outstanding Issues:**

- Front load townhome elevation
- Signage requested for smokestack
- Location of public parking

This is the first step in the process and there are protections within the PSA that allows Town Council to stop the project. After the approval of the PSA, Town Council has 45 days to hold a Public Hearing to officially provide the buyer access and ability to do work necessary on the the property and to hear from the public on the sale of the property. The Public Hearing serves the same purpose as all other public hearings that come before Town Council for approval of projects and for citizens to provide input..

**AGREEMENT FOR PURCHASE AND SALE  
OF REAL PROPERTY**

**THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY** (this “**Agreement**”) is made as of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between **CONE MILL DEVELOPMENT VENTURES, LLC**, a North Carolina limited liability company (“**Buyer**”), **THE TOWN OF PINEVILLE**, a North Carolina municipal corporation (“**Town**”), and **PINEVILLE REDEVELOPMENT AND INVESTMENT, INC.**, a North Carolina nonprofit corporation (“**Pineville Redevelopment**”), and collectively with the Town, “**Seller**”. Buyer and Seller are each referred to herein as a “**Party**”, and collectively, the “**Parties**”.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

**Section 1.     Terms and Definitions:**

- (a)     “**Broker**” shall mean N/A.
- (b)     “**Closing**” shall mean the consummation of the transaction contemplated in this Agreement, which shall occur on a date selected by Buyer and reasonably acceptable to Seller, but in no event later than the earlier to occur of (i) thirty (30) days after receipt of all Required Permits (as hereinafter defined), and (ii) the date that is thirty (30) months after the Effective Date. “**Closing Date**” shall mean the date of Closing.
- (c)     “**Earnest Money**” shall mean One Hundred Thousand and No/100 Dollars (\$100,000.00), together with all interest accrued thereon. The Earnest Money shall be delivered by Buyer to Title Insurer, within three (3) business days following the Effective Date. The Title Insurer shall hold the Earnest Money in escrow, to be applied as a credit towards the Purchase Price at Closing, or disbursed as agreed upon in accordance with the terms of this Agreement. Within three (3) business days after receipt thereof, Title Insurer shall release to Seller a portion of the Earnest Money in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) (the “**Non-refundable EMD**”), which shall be non-refundable to Buyer except as set forth in Section 6(e), Section 7, Section 9(b), Section 13, and Section 31 hereof, but shall be applicable to the Purchase Price at Closing.
- (d)     “**Examination Period**” shall mean the period beginning on the Effective Date and extending until 5:00 p.m. (Eastern time) on the date that is ninety (90) days thereafter. Notwithstanding the foregoing, Buyer shall have the option to extend the Examination for two (2) additional periods of thirty (30) days each by providing written notice thereof to Seller prior to the expiration of the then-current Examination Period and depositing an additional amount of Five Thousand and No/100 Dollars (\$5,000.00) with Title Insurer in connection with each extension (each such deposit being the “**Extension EMD**”), which shall be deemed additional Earnest Money for all purposes hereunder, and which shall be non-refundable to Buyer upon expiration of the Examination Period except as set forth in Section 6(e), Section 7, Section 9(b), and Section 13 hereof, but shall be applicable to the Purchase Price at Closing.
- (e)     “**Permitting Period**” shall mean the period beginning on the first day following the expiration of the Examination Period and extending until 11:59 on the date that is ninety (90) days after the expiration of the Examination period, as may be extended.
- (f)     “**Property**” shall mean: (a) all of (i) 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 and being more particularly described on Exhibit A,

attached hereto, 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 Numbers 221-051-07 and being more particularly depicted on Exhibit A-1 (the “Cone Mill Property”) attached hereto, which portion of the Cone Mill Property shall be legally subdivided by the Town and described pursuant to the terms of Section 34 herein as the Conveyed Cone Mill Property, and (b) all right, title and interest of Seller in and to easements, licenses, rights and appurtenances relating to any of the foregoing.

(g) “**Purchase Price**” shall mean Five Million and No/100 Dollars (\$5,000,000.00). The Parties acknowledge and agree that the Purchase Price is an amount comprised of the fair market value for the Seller’s interest in the Property, or, in the alternative, consideration calculated pursuant to N.C.G.S. §160D-1315 (which value or consideration has been, or will be, determined by the Seller and approved at the Hearing) together with an amount allocable to the performance of some or all of the development contemplated by this Agreement.

(h) “**Seller’s Notice Address**” shall be as follows, except as same may be changed pursuant to Section 15:

The Town of Pineville  
200 Dover Street  
Pineville, NC 28134  
Attn: Town Manager  
Email: rspitzer@pinevillenc.gov

With copy to:

Johnston, Allison & Hord, P.A.  
Attn: John Buben  
1065 East Morehead Street  
Charlotte, NC 28204  
Email: [jbuben@jahlaw.com](mailto:jbuben@jahlaw.com)

(i) “**Buyer’s Notice Address**” shall be as follows, except as same may be changed pursuant to Section 15:

Cone Mill Development Ventures , LLC  
3315 Springbank Lane, Suite 308  
Charlotte, NC 28226  
Attn: Kirk Broadbooks  
Email: kirk.broadbooks@gmail.com

With copy to:

Alexander Ricks PLLC  
1420 E. 7<sup>th</sup> Street, Suite 100  
Charlotte, North Carolina 28204  
Attn: Jim McLeod  
Email: jim.mcleod@alexanderricks.com

(j) “**Title Insurer**” shall mean Stewart Title Guaranty Company, Charlotte, NC.

**Section 2. Property Prorations and Transaction Costs.**

(a) **Proration of Expenses.** All real estate taxes, assessments (municipal or under a private association governing the Property) and impositions (collectively "**Taxes**") concerning the Property shall be prorated on a calendar-year basis as of the Closing Date. If Closing occurs before the actual Taxes payable during such year are known, the apportionment of Taxes shall be upon the basis of Taxes for the Property payable during the immediately preceding year; provided, that, if the Taxes payable during the year in which Closing occurs are thereafter determined to be more or less than the Taxes payable during the preceding year, Seller and Buyer promptly shall adjust the proration of such Taxes, and Seller or Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed (as defined herein) delivered hereunder but shall survive the Closing. Notwithstanding the foregoing, and for avoidance of doubt, Buyer shall be responsible for all Taxes now owed, or hereafter accruing with respect to the Property for all periods following Closing.

(b) **Payment of Costs and Recording Fees.** At Closing, Seller shall pay any transfer tax, documentary stamps and sales tax imposed in connection with the sale of the Property. At Closing, Buyer shall pay: (A) any recording fees necessary to record the Deed; (B) the cost of the Title Report (as defined below in Section 6(a)), the cost of obtaining the Survey, and the cost of the owner's title insurance policy (the "**Title Policy**"); and (C) all costs and expenses incurred by Buyer in connection with Buyer's due diligence review of the Property. Buyer shall also pay for the cost of Title Insurer's escrow fees. Unless otherwise expressly set forth herein, all other costs and expenses shall be allocated between the Seller and Buyer in accordance with applicable local custom for similar transactions.

**Section 3. Purchase and Sale of Property.** Subject to the terms of this Agreement, Seller agrees to sell, and Buyer agrees to buy, the Property for the Purchase Price.

**Section 4. Payment of Purchase Price.** At Closing, Buyer shall pay the Purchase Price (less the Earnest Money, Non-refundable EMD, Extension EMD (if made), and as adjusted pursuant to Section 2), in accordance with this Agreement.

**Section 5. Title.** At Closing, Seller shall convey to Buyer fee simple marketable title to the Property by special warranty deed, free and clear of all liens, defects of title, and encumbrances, except for taxes for the current year and subsequent years not yet due and payable, and other exceptions set forth in the Title Report which Seller does not agree to cure or cause to be insured over under Section 6(a) herein and as to which Buyer waives an Objection pursuant to said Section 6(a) (collectively, the "**Permitted Exceptions**").

**Section 6. Examination of Property.** Seller and Buyer hereby agree as follows:

(a) **Title Examination.** Buyer shall order a commitment for the issuance of the Title Policy (the "**Title Report**") and may also obtain a current ALTA plat of survey of the Property (the "**Survey**"). Buyer may furnish to Seller within ten (10) days prior to the expiration of the Examination Period (the period between the Effective Date and the tenth (10<sup>th</sup>) day preceding the expiration of the Examination Period being the "**Title Review Period**"), a statement specifying any objections to the Title Report and/or the Survey, which are unacceptable to Buyer (the "**Objections**"). Seller shall notify Buyer within five (5) business days after receipt of the Objections whether Seller elects to cure the Objections. If Seller does not respond within such five (5) business day period, Seller shall be deemed to have elected not to cure the Objections. If Seller does not agree (or is deemed to not agree) to cure the Objections, Buyer shall have the right, by notice given to Seller on or prior to the expiration of the Examination Period either to: (a) waive the Objections and proceed to Closing; or (b) terminate this Agreement, in which case the Earnest Money shall immediately be returned to Buyer (less the Non-refundable EMD and Extension EMD (if made)), whereupon (except as expressly provided herein), this Agreement and all rights and obligations of the respective Parties shall be null and void. Notwithstanding the foregoing, Seller shall be required to cause the removal of: (i) any judgments, monetary liens or monetary encumbrances against the Property;

and (ii) any liens or encumbrances created by or through Seller after the effective date of the Title Report. In the event any new matters affect title to the Property from and after the Effective Date that Seller cannot or will not cure after notice thereof, Buyer may either waive such new matters and proceed to Closing or elect to terminate this Agreement and receive a return of the Earnest Money (less the Non-refundable EMD and Extension EMD (if made)).

(b) **Examination.** Within three (3) business days following the Effective Date, Seller shall provide to Buyer copies of the following documents and materials pertaining to the Property to the extent within Seller's possession or readily obtainable by Seller, including, without limitation: title commitment/policy, title exceptions, ALTA, boundary and topographic surveys, environmental/hazardous material reports, soils reports, governmental permits/approvals, zoning information, tax information and utility letters and copies of all correspondence related to the Property, leases and contracts affecting the Property (if any) and any other documents relating to the Property reasonably requested by Buyer. Additionally, commencing on the Effective Date, Buyer and its designees, may enter the Property to inspect the Property, conduct soil tests, and make surveys, engineering studies, and conduct any other inspections as Buyer may reasonably require to assess the condition of the Property (collectively, the "**Seller Deliverables**"); provided, however, that Buyer shall indemnify and hold Seller harmless from and against any and all physical damage to the extent resulting from the activities of Buyer and its designees on the Property, and Buyer shall return the Property to substantially the condition which existed prior to such damage, which obligation shall survive Closing or any termination of this Agreement. For avoidance of doubt, the foregoing indemnity obligations shall not extend to, and Seller hereby releases Buyer from liability for, any claims, damages or other liability resulting from or related to any existing environmental contamination with respect to the Property, or other deficiencies in the Property, that may be merely discovered by Buyer as a result of its investigations.

(c) **Termination Right.** Buyer shall have the right, for any reason or no reason, to terminate this Agreement by giving written notice to Seller on or prior to the expiration of the Examination Period, in which event this Agreement shall become null and void, Title Insurer shall deliver the Earnest Money (less the Non-refundable EMD and Extension EMD (if made)) to Buyer (with no further notification by Seller necessary), and all rights, liabilities and obligations of the Parties under this Agreement shall expire, except as otherwise set forth herein. If Buyer does not so terminate this Agreement on or prior to the expiration of the Examination Period, Buyer conclusively shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 6(b), and the entire Earnest Money shall become non-refundable to Buyer except as set forth in Section 6(e), Section 7, Section 9(b), Section 13, Section 28, Section 30, and Section 31. In the event that Buyer terminates this Agreement in accordance with this Section 6(c), within five (5) business days of such termination, Buyer shall deliver to Seller all reports, studies and other due diligence materials obtained by Buyer in connection with its due diligence pertaining to the Property (but specifically excluding Buyer's construction documents), without any representation whatsoever as to the completeness or accuracy thereof.

(d) **Public-Private Joint Development Agreement.** If the Parties have not already otherwise agreed to a Public-Private Joint Development Agreement setting forth the terms of the Buyer's development of the Property (the "**Joint Development Agreement**"), the Parties shall continue in good faith to do so before the expiration of the Examination Period. Such Joint Development Agreement will, among other things, impose upon Buyer the obligation to (i) complete development of Phase I and Phase II of the Property, as defined in such Joint Development Agreement, in accordance with the development timelines set forth in Section 32 herein (the "**Development Timelines**"), such construction of the Property to include: the widening of Dover Street, installation of sidewalks bordering Dover Street, construction of a public park, construction of public parking spaces, and construction of related and ancillary public infrastructure systems (collectively, the "**Buyer's Work**"), as well as Buyer's obligation to dedicate such portions of Property subject to Buyer's Work to the Seller upon completion of such construction for the benefit of the



Seller. If the Parties are unable to negotiate and execute the Joint Development Agreement before the expiration of the Examination Period, the Seller or Buyer may terminate this Agreement in accordance with Section 6(c) herein.

(e) Hearing and Approval. Buyer acknowledges and agrees that this Agreement, and Seller's obligations hereunder, are subject to certain requirements set forth in N.C.G.S. §160D-1315, which include the holding of a public hearing (and publishing notice thereof at least ten (10) days in advance) (the "Hearing"); and thereafter approval by the Town Council for Pineville (the "Approval"), and that this Agreement is conditioned upon the Approval. If the Hearing and Approval has not occurred and been obtained prior to the Effective Date, Seller shall, within forty-five (45) days following the Effective Date, schedule the Hearing and attempt to obtain the Approval. The "Hearing Approval Date" shall mean the date that the Approval occurs. If the Approval does not occur, this Agreement shall automatically terminate, in which event Buyer shall receive a return of all Earnest Money, Non-refundable EMD, and Extension EMD (if made). Notwithstanding anything to the contrary herein, if (i) the Hearing and/or terms of the Approval require any changes to this Agreement; and/or (ii) N.C.G.S. §160D-1315 and/or any other applicable statute, rule or regulation requires any changes be made to this Agreement, the Parties agree to use commercially reasonable efforts to enter into an amendment to this Agreement, within fifteen (15) days after Hearing and Approval; provided, however, Buyer may not terminate this Agreement if any such changes do not materially increase any obligation of Buyer or materially decrease or eliminate any right of Buyer. If the Parties cannot agree within such fifteen (15) day period, or such other period as approved by Seller and Buyer, then either Party may terminate this Agreement upon written notice to the other Party.

**Section 7. Risk of Loss/Condemnation.** If the Property (or a portion thereof) is damaged in any casualty such that it substantially impacts Buyer's ability to develop the Property pursuant to the Joint Development Agreement, or if the Property (or a portion thereof) is condemned or taken (or notice of such condemnation or taking is issued) such that it substantially impacts Buyer's ability to develop the Property pursuant to the Joint Development Agreement, Buyer may terminate this Agreement by providing written notice to Seller within ten (10) business days after Buyer's receipt of notice of such condemnation, taking or damage, in which event the Earnest Money, Non-refundable EMD, and Extension EMD (if made) shall be returned to Buyer and neither Party shall have any further rights, obligations or liabilities under this Agreement, except as otherwise set forth herein. Except as specifically set forth above, Buyer shall have no right to terminate this Agreement with respect to a casualty or condemnation. With respect to any condemnation or taking (of any notice thereof), if Buyer does not terminate this Agreement or does not have the right to terminate this Agreement as provided above, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the awards, if any, for the condemnation or taking, and Buyer may receive and keep all such awards. With respect to a casualty, if Buyer does not terminate this Agreement or does not have the right to terminate this Agreement as provided above, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the proceeds under Seller's insurance policies covering such Property with respect to such damage or destruction (or pay to Buyer any such proceeds received prior to Closing) minus the amount of any deductible with respect thereto, and Buyer shall be entitled to receive and keep any monies received from such insurance policies. The terms of this Section 7 shall survive Closing.

**Section 8. Earnest Money Disbursement.**

The Earnest Money shall be held by the Title Insurer, in escrow on Buyer's behalf, and disbursed only in accordance with this Agreement, including, without limitation, the following provisions:

(a) The Title Insurer shall deposit the Earnest Money in the normal course of Title Insurer's business and shall promptly provide Buyer and Seller with confirmation of receipt of the Earnest Money and the investment thereof in accordance with this Section 8(a).

- (b) Title Insurer's notice address for all purposes under this Agreement is:

Stewart Title Guaranty Company  
 5935 Carnegie Boulevard, Suite 301  
 Charlotte, NC 28209  
 Attn: Danielle Howell

**Section 9. Default.**

(a) In the event that Buyer defaults in its obligation to close under this Agreement, and fails to cure the same within ten (10) business days following receipt of written notice, Seller may, as its sole and exclusive remedy, terminate this Agreement by providing written notice to Buyer, in which event Seller shall be entitled to a disbursement of the Earnest Money (including the Non-refundable EMD) and Extension EMD (if made) as liquidated damages. Upon such termination, neither Buyer nor Seller shall have any further rights, obligations or liabilities under this Agreement, except as otherwise expressly provided herein. The Parties acknowledge that the Earnest Money is fair and equitable and that it would be impossible to accurately determine Seller's damages in the event of Buyer's default. Seller waives the right to exercise any and all other rights or remedies available at law or in equity, except in connection with Buyer's indemnification obligations as set forth in Sections 6 and 21 herein, or to any obligations that survive Closing or termination of this Agreement, which may be enforced by any remedy available at law or in equity.

(b) In the event of Seller's default of any of its obligations in this Agreement which Seller fails to cure within ten (10) business days following receipt of written notice, Buyer may: (i) waive such default and proceed to Closing without any reduction in or setoff against the Purchase Price; (ii) seek to enforce specific performance of Seller's obligations under this Agreement; or (iii) terminate this Agreement by providing written notice to Seller and receive back the full amount of Earnest Money, including the Non-refundable EMD, and Extension EMD (if made), in which event Buyer may pursue any and all rights and remedies available at law or in equity. Upon such termination, neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise expressly provided herein. Notwithstanding the foregoing, in the event of a willful or intentional default of Seller hereunder, and provided specific performance is not an available remedy, Buyer may pursue any and all rights and remedies available at law or in equity.

**Section 10. Closing.** The Closing shall consist of the execution and delivery of documents by Seller and Buyer, as set forth below, and delivery by Buyer to Title Insurer of the outstanding balance of the Purchase Price in accordance with this Agreement. Seller shall deliver to Buyer at Closing, the following executed documents:

(a) a special warranty deed conveying the Property to Buyer subject only to the Permitted Exceptions and the Purchase Option (the "**Deed**"). The legal description of the Property to be used in the Deed shall be (i) derived from the Town's vesting deed with respect to the portion of the Property owned by the Town and (ii) derived from the Subdivision Plat (as hereinafter defined) with respect to the portion Conveyed Cone Mill Property; provided, however, at Buyer's request, Seller also shall deliver to Buyer at Closing a non-warranty deed with a legal description which is derived from the Survey;

(b) a general assignment of any governmental permits, licenses and approvals;

(c) a settlement statement setting forth the Purchase Price, all prorations and other adjustments to be made pursuant to the terms of this Agreement, and the funds required for Closing as contemplated in this Agreement;



(d) good standing certificates and corporate resolutions or member or partner consents, as applicable;

(e) a “bring-down” certificate stating that Seller’s representations and warranties are true and correct as of the date of Closing;

(f) satisfactions, cancellations or releases of all deeds of trust and other monetary encumbrances on the Property; provided, however, that any such satisfactions, cancellations or releases may be provided post-Closing provided that any such lender provides a so-called “payoff letter” and Title Insurer is willing to issue a title insurance policy to Buyer without exception to any such monetary encumbrances;

(g) an affidavit affirming that Seller is not a “foreign person” under the Foreign Investment in Real Property Tax Act of 1980 and upon consummation of the transaction contemplated hereby, Buyer will not be required to withhold from the Purchase Price any withholding tax

(h) a fully executed Joint Development Agreement; and

(i) such other documents as may be reasonably required by Title Insurer in order to effectuate the Closing (including, without limitation, an owner’s affidavit).

At Closing, Buyer shall: (i) instruct Title Insurer to deliver the Earnest Money to Seller which shall be applied to the Purchase Price; (ii) deliver the balance of the Purchase Price to Title Insurer; and (iii) execute and deliver execution counterparts of the closing documents referenced in clauses (c) and (d) above. The Closing shall be held through the mail by delivery of the closing documents to the Title Insurer on or prior to the Closing or such other place or manner as the Parties may mutually agree.

**Section 11. Representations by Seller.** Seller, to the best of Seller’s actual knowledge, represents and warrants to Buyer as follows:

(a) Seller is duly organized (or formed), validly existing and in good standing under the laws of its state of organization, and to the extent required by law, the State in which the Property is located. Seller is authorized to consummate the transaction set forth herein and fulfill all of its obligations under this Agreement and under all closing documents to be executed by Seller, and has all necessary power to execute and deliver this Agreement and all closing documents to be executed by Seller, and to perform all of Seller’s obligations hereunder and thereunder;

(b) Seller has not received any written notice of any current or pending litigation, violation of law, zoning or land-use change, condemnation, tax appeals or environmental investigations against Seller or the Property and Seller does not have any knowledge of any pending litigation, legal violation, zoning or land-use change, condemnation, tax appeal or environmental investigations against Seller or the Property;

(c) Except as contained in the Seller Deliverables or as may appear of record or as otherwise agreed to pursuant to the terms of this Agreement, Seller has not entered into any agreements affecting the Property which will be binding upon Buyer after the Closing;

(d) There are no occupancy agreements, leases, or other occupancy agreements affecting the Property except as may appear of record or those that will be terminated at or prior to Closing; and

(e) To Seller’s knowledge, except as set forth in the environmental reports previously delivered by Seller to Buyer (including Seller Deliverables and/or the existing Brownfields Agreement), no hazardous substances have been generated, stored, released, or disposed of on or about the Property. Seller

has not received any notice from (nor delivered any notice to) any federal, state, county, municipal or other governmental department, agency or authority concerning any petroleum product or other hazardous substance discharge or seepage.

The representations and warranties of Seller shall survive Closing for a period of twelve (12) months.

**Section 12. Buyer's Representations.** Buyer represents and warrants to, and covenants with, Seller as follows:

(a) Buyer is duly formed, validly existing and in good standing under the laws of its state of organization, is authorized to consummate the transaction set forth in this Agreement and fulfill all of its obligations in this Agreement and under all closing documents to be executed by Buyer, and has all necessary power to execute and deliver this Agreement and all closing documents to be executed by Buyer, and to perform all of Buyer's obligations hereunder and thereunder. This Agreement and all closing documents to be executed by Buyer have been or will be (with respect to closing documents) duly authorized by all requisite corporate or other required action on the part of Buyer and are or will be (with respect to closing documents) the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms.

(b) No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal Law.

The representations and warranties of Buyer shall survive Closing for a period of twelve (12) months.

**Section 13. Conditions to Buyer's Obligations.** Buyer's obligation to pay the Purchase Price, and to accept title to the Property, shall be subject to satisfaction of the following conditions as of the Closing:

(a) Exclusive possession of the Property shall be delivered to Buyer free and clear of all leases and other occupancy agreements;

(b) Seller shall deliver to Title Insurer on or before the Closing the items set forth in Section 10 above;

(c) Title Insurer shall have irrevocably committed to delivering the Title Policy to Buyer, with extended coverage for the Property in the amount of the Purchase Price, dated, or updated to, the date of the Closing, insuring, or committing to insure, at its ordinary premium rates, Buyer's good and marketable title in fee simple to the Property and otherwise in such form and with such endorsements as provided in the title commitment approved by Buyer pursuant to Section 6 hereof and subject only to the Permitted Exceptions;

(d) The representations and warranties of Seller contained in this Agreement shall have been true when made and shall be true in all material respects at and as of the date of Closing as if such representations and warranties were made at and as of the Closing, and Seller shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing;

(e) Since the Effective Date, and subject to Section 7 hereof, no new material and adverse condition exists on the Property that prevents Buyer from developing the Property pursuant to the terms of the Joint Development Agreement;

(f) The Rezoning Contingency shall have been satisfied (if applicable), all Required Permits shall have been obtained from the applicable governmental authorities, and all Required Easements shall have been obtained; and

(g) The Subdivision Plat shall have been recorded in the Mecklenburg County Public Registry.

In the event that one (1) or more of the foregoing conditions are not satisfied as of the Closing Date, Buyer may (i) extend Closing for two (2) periods of thirty (30) days each by providing written notice thereof to Seller prior to the initial Closing Date or such extension period and, only in the event the unsatisfied condition is as set forth in subsections (c) or (f) above, paying an additional Extension EMD in the amount of Ten Thousand No/100 Dollars (\$10,000.00) directly to Seller in connection with each extension, which amounts shall be earned by Seller and non-refundable to Buyer, but shall be deemed to be a credit toward payment of the Purchase Price upon completion of Closing, or (ii) terminate this Agreement by providing written notice thereof to Seller, in which case the entire Earnest Money (including the Non-refundable EMD and Extension EMD (if made)) shall immediately be returned to Buyer and (except as expressly provided herein), this Agreement and all rights and obligations of the respective Parties hereunder shall be null and void. Notwithstanding the foregoing or anything contained herein to the contrary, in the event that the unsatisfied condition is as set forth in subsections (c) and/or (f) above and Buyer terminates this Agreement in accordance with the preceding sentence, Seller shall be entitled to the disbursement of and/or to retain the entire Earnest Money, including the Non-refundable EMD, and the Extension EMD (if made).

**Section 14. Conditions to Seller's Obligations.** Seller's obligation to deliver title to the Property shall be subject to compliance by Buyer with the following conditions precedent on and as of the date of Closing:

(a) Buyer shall deliver to Title Insurer on the Closing Date the remainder of the Purchase Price, subject to adjustment of such amount pursuant to Section 2 hereof;

(b) The representations and warranties of Buyer contained in this Agreement shall have been true when made and shall be true in all material respects at and as of the date of Closing as if such representations and warranties were made at and as of the Closing, and Buyer shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing;

(c) Execution of the Joint Development Agreement between the Parties; and

(d) Buyer shall deliver to Seller a Declaration of Covenants, Conditions, Restrictions, and Easements, the terms of which shall limit the quantity of townhome units that can be leased at any given time to no more than ten percent (10%) of the total townhomes located on the Property, which Declaration shall be recorded at Closing.

**Section 15. Notices.** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any Party to the other in connection herewith shall be in writing and sent by: (i) e-mail to the addresses set out in Section 1; or (ii) overnight delivery via a nationally recognized overnight courier, to the addresses set out in Section 1, or at such other addresses as specified by written notice delivered in accordance herewith. Notice shall be deemed given on the date such notice was sent by way of e-mail or on the date delivered in person by such nationally recognized overnight courier.

**Section 16. Seller Covenants.** Seller agrees that it: (a) shall continue to operate the Property in the same manner in which Seller has previously operated the Property; (b) shall cooperate with Buyer in connection with Buyer's pursuit of all applicable approvals associated with Buyer's development

(including, without limitation, executing such petitions and applications as may be necessary from Seller (as current fee owner of the Property)); and (c) shall not, without Buyer's prior written consent, enter into any agreements affecting the Property which cannot be terminated at Closing without penalty or cost. Seller shall promptly inform Buyer in writing of any material event adversely affecting the Property.

**Section 17. Entire Agreement.** This Agreement constitutes the entire agreement among the Parties and no modification of this Agreement shall be binding unless in writing and signed by all Parties. No prior agreement pertaining to the subject matter of this Agreement (including, without limitation, any letter of intent) shall be valid or of any force or effect from and after the Effective Date.

**Section 18. No Representations or Warranties.** Buyer hereby acknowledges, understands and agrees that it has an opportunity to inspect the Property as set forth in Section 6 herein, and except as set forth in this Agreement, the Property shall be conveyed at Closing to Buyer in "as-is" condition with no representations or warranties whatsoever.

**Section 19. Applicable Law.** This Agreement shall be construed under the laws of the State in which the Property is located.

**Section 20. Tax-Deferred Exchange.** If Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, the Parties shall cooperate in effecting such exchange; provided, however, that (i) the exchanging Party shall be responsible for all costs associated with such exchange, (ii) a non-exchanging Party shall not assume any liability with respect to such tax deferred exchange, (iii) notice of such tax-deferred exchange shall be delivered not less than ten (10) business days prior to Closing and (iv) such exchange shall not delay Closing. The Parties shall execute such additional documents, at no cost to the non-exchanging Party, as shall be required to give effect to this provision.

**Section 21. Broker's Commissions.** Buyer and Seller each hereby represent that there are no brokers that have a right to proceeds in this transaction. Seller and Buyer each agree to indemnify, defend and hold the other harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying Party (or others on its behalf) for a commission or similar compensation made by any broker or any party who claims to have dealt with such Party. The representations, warranties and indemnity obligations contained in this section shall survive the Closing or the earlier termination of this Agreement.

**Section 22. Assignment.** Buyer may assign this Agreement without Seller's consent, provided that no such assignment shall relieve Buyer of any of its obligations under this Agreement.

**Section 23. Attorneys' Fees.** In any action between Buyer and Seller as a result of a default under this Agreement, the prevailing Party shall be entitled to recover from the other Party, and the other Party shall pay to the prevailing Party, the prevailing Party's attorneys' fees and court costs incurred in such action. The terms of this Section 23 shall survive Closing and the earlier termination of this Agreement.

**Section 24. Exclusivity.** Commencing on the Effective Date and continuing through the Closing or earlier termination of this Agreement, Seller shall not solicit or entertain offers from, negotiate with or accept or consider any proposal of any other person relating to the acquisition of the Property. Further, Buyer may, at Buyer's expense, record a memorandum of this Agreement in the applicable local land records, provided that Buyer shall remove same of record if this Agreement terminates other than as a result of a Seller default of this Agreement.

**Section 25. Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any signatures

delivered either by email, or other electronic transmission or digital format (including but not limited to an Adobe file format or PDF) will be deemed to be original signatures under this Agreement.

**Section 26. Weekends/Holidays.** If the final day of any period of time set out in this Agreement falls on a Saturday, Sunday or federal holiday, such period shall be deemed extended to the next day which is not a Saturday, Sunday or federal holiday.

**Section 27. Confidentiality.** Intentionally deleted.

**Section 28. Permitting Period.** At any time after the Effective Date but prior to the expiration of the Permitting Period, Buyer shall, at its sole cost and expense, use commercially reasonable efforts to obtain all: (a) site plan, utility, transportation, department of transportation, zoning, New Brownfields Agreement (as hereinafter defined), permitting and other governmental approvals (including, without limitation, a building permit) that Buyer deems reasonably necessary to develop the Property for its intended use, all beyond the expiration of any applicable appeal period (collectively, the “**Required Permits**”); and (b) right-of-way and off-site construction easements that Buyer and Seller both deem reasonably necessary to develop the Property for Buyer’s intended use (collectively, the “**Required Easements**”). If necessary, Seller shall reasonably cooperate with Buyer in Buyer’s efforts to obtain the Required Permits and/or the Required Easements at no cost to Seller. If Buyer determines at any time after it has applied for the Required Permits and/or attempted to obtain the Required Easements that such Required Permits and/or Required Easements will not be obtained (in Buyer’s reasonable discretion) or, in order to obtain the Required Permits and/or Required Easements, Buyer will have to agree to such provisions or make such commitments that Buyer deems to be unreasonable or which might result in a material, adverse economic impact on the development of the Property or its operation, then Buyer may terminate this Agreement prior to its receipt of the Required Permits and/or Required Easements by providing written notice thereof to Seller prior to the expiration of the Permitting Period, whereupon the Earnest Money shall be returned to Buyer (less the Non-refundable EMD and less the Extension EMD (if made)) and this Agreement and all rights and obligations of the respective parties shall be null and void except as set forth herein. Further, in the event that, despite Buyer’s commercially reasonable efforts, Buyer has not obtained all of the Required Permits and/or Required Easements before Closing but does not terminate this Agreement prior to the expiration of the Permitting Period, then Buyer may terminate this Agreement for failure to obtain such Required Permits and/or Required Easements by providing written notice thereof to Seller, in which case all Earnest Money (including the Non-Refundable EMD and the Extension EMD (if made)) shall be immediately disbursed to and/or retained by Seller, whereupon (except as expressly provided herein), this Agreement and all rights and obligations of the respective Parties hereunder shall be null and void.

**Section 29. Force Majeure.** Notwithstanding anything in this Agreement to the contrary, all dates and deadlines in this Agreement shall be extended one (1) business day for each business day that Buyer’s pursuit of its due diligence, the Rezoning Contingency, Required Permits and/or Closing is delayed due to Force Majeure Matters, so long as Buyer notifies Seller of the occurrence of such Force Majeure Matters within fifteen (15) days of the occurrence thereof. As used herein “**Force Majeure Matters**” means all of the following, whether foreseen or unforeseen: area-wide strikes or other labor disputes; acts of God; materially adverse weather; inability or delay to obtain labor or materials despite the employment of commercially reasonable efforts; cyber-attack; delays or restrictions imposed or mandated by governmental authorities; enemy action; terrorism; civil commotion; disease (including, without limitation, COVID-19); fire; flood; earthquake and any other event, whether similar or dissimilar to the foregoing, that is beyond the reasonable control of Buyer.

**Section 30. Rezoning Contingency.** Seller acknowledges and agrees that Buyer intends to pursue a rezoning of the Property at Buyer’s expense for Buyer’s intended use of the Property for townhome and commercial development (the “**Buyer Rezoning**”). The Parties acknowledge and agree that Buyer’s

obligation to purchase the Property as contemplated by this Agreement shall be contingent on Buyer achieving the Buyer Rezoning (the “**Rezoning Contingency**”) on or before expiration of the Examination Period, and that if despite Buyer’s good faith efforts, Buyer is unable to achieve the Buyer Rezoning prior to expiration of the Examination Period, Buyer shall have the option to terminate this Agreement upon written notice thereof to Seller prior to the end of the Examination Period, in which case Buyer shall receive a return of the Earnest Money (less the Non-refundable EMD and Extension EMD (if made)) and have no further obligation or liability hereunder except for those obligations that expressly survive a termination of this Agreement. Buyer shall use good faith efforts to submit its application for the Buyer Rezoning prior to expiration of the Examination Period. Notwithstanding the foregoing and for the avoidance of doubt, Buyer understands and acknowledges that (i) the Buyer Rezoning is subject to a separate and independent approval process than the Approval, and (ii) that Buyer will have to satisfy all applicable Town of Pineville and/or Mecklenburg County zoning ordinances, conditions and approval processes in order to obtain the Buyer Rezoning.

**Section 31. Moratorium.** The term “**Moratorium**” means a moratorium, similar prohibition, or material limitation on development or construction approvals or capacity, including limitations on the issuance of building permits, certificates of occupancy, electric, gas, telephone, sanitary sewer, or water line connections, or limitations on the provision of fire protection or similar services, imposed by any governmental authority, that adversely affects the ability of Buyer to perform land development work or construct improvements within the Property. If a Moratorium comes into effect during the term of this Agreement, the time frames under this Agreement will be extended for a number of days equal to the length of the Moratorium. If a Moratorium is in effect on a date established as the Closing Date, the Closing will be delayed until 15 days after the Moratorium has been lifted. If a Moratorium continues for more than 6 months (“**Extended Moratorium**”), Buyer will have the right to terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money (including the Non-refundable EMD), less the Extension EMD (if made).

**Section 32. Option to Purchase.** Notwithstanding anything contained herein to the contrary, Seller shall have the option to re-purchase (i) the portion of the Property designated for residential development, as shown on Exhibit B attached hereto and incorporated herein by this reference (“**Phase I**”), in the event that the residential development contemplated in Phase I has not been commenced on or before the date that is twelve (12) months after the Closing Date; and/or (ii) the portion of the Property designated for retail development, as shown on Exhibit B attached hereto and incorporated herein by reference (“**Phase II**”), in the event that the retail development contemplated in Phase II has not been commenced on or before the date that is thirty-six (36) months after the Closing Date; and/or (iii) the Phase I and/or Phase II portions of the Property (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 the event that Seller exercises its right to re-purchase either the Phase I portion of the Property, and/or the Phase II portion of the Property from Buyer in accordance with this Section 32, the purchase price thereof shall be the appraised value of the Property at the time Seller exercises its right to repurchase, as determined by an appraiser selected by Seller that has at least 10 years experience of appraising commercial properties in Mecklenburg County (“**Experience Qualifications**”). If Buyer does not agree with the appraised value, it can hire its own appraiser (at Buyer’s cost) that meets the Experience Qualifications, and the average of the two appraisals shall be used. The option to re-purchase contemplated in this Section 32 shall be more particularly set forth in a written instrument (the “**Purchase Option**”), in recordable form, to be signed by Seller and Buyer at Closing, the form of which shall be negotiated in using commercially reasonable efforts and agreed upon prior to expiration of the Examination Period. Notwithstanding the foregoing, the Parties agree to execute and record (x) a partial release of the Purchase Option upon the completion of the last townhome with respect to the development contemplated in Phase I, as evidenced by Buyer’s receipt of a certificate of



occupancy issued by the applicable governmental agency, and (y) a termination of the Purchase Option upon the completion of development of Phase II, as evidenced by Buyer's receipt of a certificate of occupancy issued by the applicable governmental agency. If the parties are unable to agree on the Purchase Option prior to expiration of the Examination Period, then either party shall be entitled to terminate this Agreement by providing written notice to the other prior to the end of the Examination Period, in which event the Earnest Money (less the Non-refundable EMD and Extension EMD (if made)) shall be immediately released to Buyer.

**Section 33. Brownfields Agreement.** Buyer acknowledges that (a) there is a Brownfields Agreement (the "**Existing Brownfields Agreement**") recorded with the Mecklenburg County Register of Deeds at Book 33549, Pages 835-879 applicable to the Property, and (b) the Existing Brownfields Agreement must be replaced with a new Brownfields Agreement through the North Carolina Department of Environmental Quality ("**NCDEQ**") rules and procedures and other laws in order to accomplish Buyer's intended development (the "**New Brownfields Agreement**"). Buyer agrees to diligently pursue and use commercially reasonable efforts to obtain the New Brownfields Agreement with NCDEQ as soon as reasonably practicable, with Seller named as the applicant with respect to the New Brownfields Agreement. Buyer and Seller each make no representations and/or warranties in connection with the New Brownfields Agreement or that Buyer will be able to obtain the New Brownfields Agreement, and Buyer's failure to obtain the New Brownfields Agreement shall not be a default hereunder provided Buyer diligently pursues and uses commercially reasonable efforts to obtain the New Brownfields Agreement. Seller hereby agrees to fully cooperate with Buyer in Buyer's efforts to obtain the New Brownfields Agreement at no out-of-pocket expense to Seller (subject to Seller's responsibility for the reimbursing the Brownfields Costs (as defined and outlined below), if applicable). Prior to their submittal to NCDEQ, Buyer shall provide to Seller copies of all material proposed submittals to NCDEQ relating to the New Brownfields Agreement and obtain Seller's prior written approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed. Seller shall respond promptly with any reasonable comments, and Buyer agrees to incorporate same into such submittals prior to their submittal to NCDEQ. In furtherance and not in limitation of the preceding sentence, Buyer shall provide a proposed Brownfields Property Application to Seller for comment and approval within seven (7) days of the execution of this Agreement, Seller shall respond with any reasonable comments to same within ten (10) days of Seller's receipt of the Brownfields Property Application, and Buyer shall submit same to NCDEQ within five (5) days of Buyer receiving either Seller's comments or Seller's written confirmation that it has no comments. Further, prior to Closing, Seller and Buyer agree to promptly provide the other with copies of any materials or correspondence submitted to or received by NCDEQ in connection with the New Brownfields Agreement or the Property, and Buyer agrees to keep Seller reasonably apprised of the status of the New Brownfields Agreement. Notwithstanding the foregoing or anything contained herein to the contrary, Buyer agrees to pay for all costs and expenses incurred in connection with obtaining the New Brownfields Agreement, including Buyer's legal fees and expenses, that are reasonable and necessary to obtain the New Brownfields Agreement and actually incurred by Buyer and documented by invoices (collectively, the "**Brownfields Costs**"), subject to Seller's reimbursement obligation outlined below, if applicable. Buyer agrees to reimburse Seller for Seller's legal fees and expenses for its review and comment of documents related to the New Brownfields Agreement as described above in this Section 33 up to and including the amount of \$20,000.00, and Seller shall be responsible for any of its legal fees and expenses above that amount. Buyer's reimbursement to Seller of such legal fees and expenses shall occur at Closing, the same shall not be a credit towards the Purchase Price at Closing, and no such reimbursement shall be required if Closing does not occur except to the extent Closing does not occur due to Buyer's default hereunder. Notwithstanding the foregoing or anything contained herein to the contrary, in the event that Buyer terminates this Agreement due to Seller's default hereunder, then Seller shall reimburse Buyer for any and all Brownfields Costs up to and including One Hundred Thousand and No/100 Dollars (\$100,000.00) within thirty (30) days after any such termination. In the event Buyer terminates this Agreement and the New Brownfields Agreement has not yet been obtained, Buyer shall have no further responsibilities to Seller

regarding the New Brownfields Agreement or for the costs and expenses incurred by Seller to obtain same; provided, however, that in such event, Buyer agrees to reasonably cooperate with Seller and NCDEQ, at no out-of-pocket cost to Buyer, to transfer all work conducted by Buyer in regards to the New Brownfields Agreement to Seller.

Notwithstanding anything contained herein to the contrary, in the event that the New Brownfields Agreement is not obtained on or before the date that is two hundred seventy (270) days after the Effective Date (the “**Brownfields Period**”), then Buyer shall have the right to extend the Brownfields Period for up to three (3) successive sixty (60) day periods (each, a “**Brownfields Extension Period**”), in which event the Closing Date shall be automatically extended on a day-for-day basis equal to the number of days included in any Brownfields Extension Period(s) exercised by Buyer. In the event the New Brownfields Agreement is not obtained following Buyer’s exercise of three (3) Brownfields Extension Periods despite Buyer satisfying its obligations regarding the New Brownfields Agreement as provided in this Agreement, then either Buyer or Seller may terminate this Agreement by providing written notice to the other party, whereupon (except as expressly provided herein), this Agreement and all rights and obligations of the respective Parties shall be null and void, and Buyer shall receive a return of the Earnest Money, less the Non-Refundable EMD. Notwithstanding the foregoing, Buyer’s right to terminate this Agreement pursuant to this Section 33 shall cease and be null and void upon the recordation of the New Brownfields Agreement, and in no event shall Buyer’s right to extend the Brownfields Period extend beyond a total of one hundred eighty (180) additional days.

**Section 34. Subdivision Plat.** The obligations of the Parties to close the transaction contemplated in this Agreement shall be subject to approval from the appropriate governmental authorities for the recording of a subdivision plat prepared by a surveyor licensed in the State of North Carolina (the “**Subdivision Plat**”) that, subdivides the Cone Mill Property and establishes the boundaries of the portion of the Cone Mill Property to be conveyed to Buyer herein (the “**Conveyed Cone Mill Property**”) and the portion of the Cone Mill Property being retained by Pineville Redevelopment (such property being retained by Pineville Redevelopment being the “**Residual Property**”). The boundary line between the Conveyed Cone Mill Property and the Residual Property is shown and set forth on Exhibit A-1 herein. Seller shall have prepared and shall record the Subdivision Plat in the Mecklenburg County Public Registry, at its sole cost and expense, at or prior to Closing, and Buyer shall cooperate with Seller to ensure that the Subdivision Plat is obtained and recorded at or prior to Closing.

[Remainder of Page Intentionally Left Blank;  
Signature Page Follows.]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**BUYER:**

**CONE MILL DEVELOPMENT VENTURES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**TOWN OF PINEVILLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PINEVILLE REDEVELOPMENT AND INVESTMENT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JOINDER BY TITLE INSURER:**

Title Insurer joins in the execution of this Agreement to evidence its agreement to receive, hold and disburse funds and documents in accordance with the terms and provisions of the Agreement.

**TITLE INSURER:**

**STEWART TITLE GUARANTY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

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

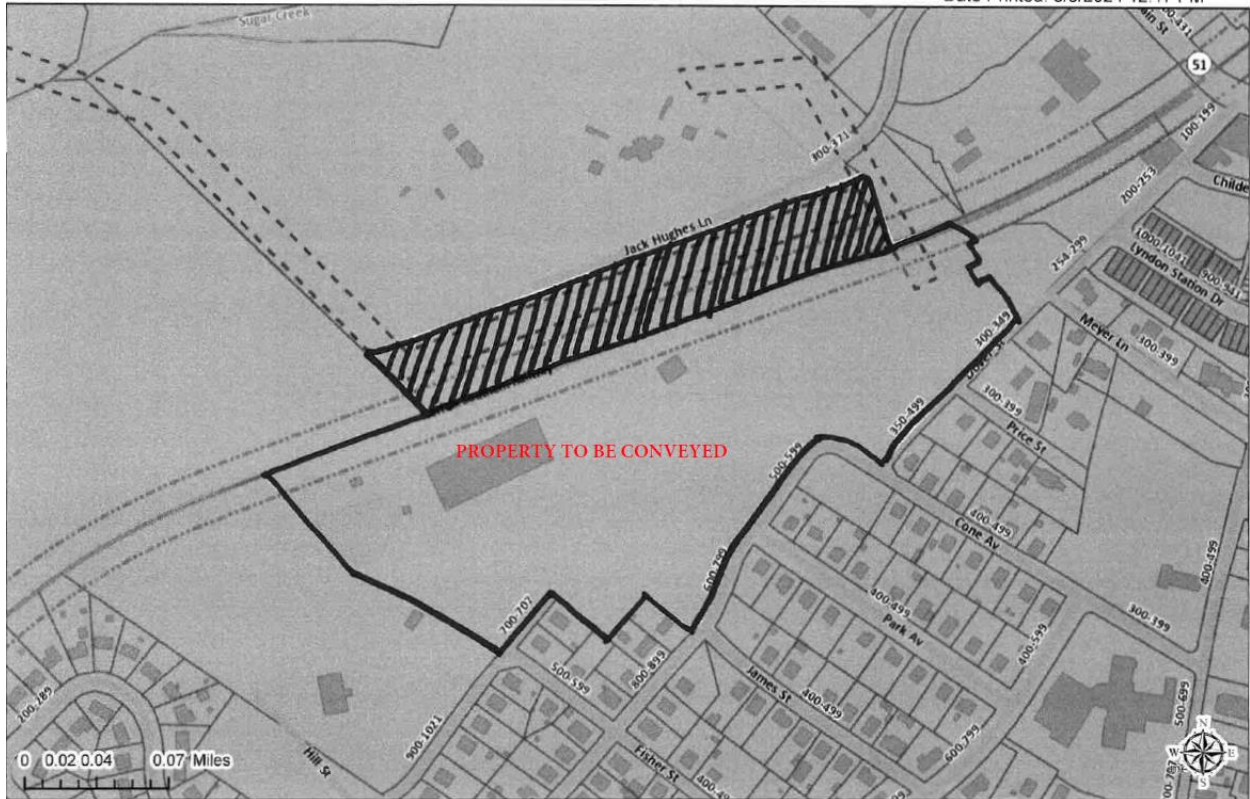
AND

**BEGINNING at an iron pin in the northerly right of way of Dover Street, a common corner of this tract and the tract conveyed to R.E. Smith (now or formerly) by deeds recorded in book 4604, at page 623 and book 3547, at page 509 in the Mecklenburg County, North Carolina Public Registry, and running thence with the northern margin of Dover Street S. 50-34-13 W. 157.77 feet to an iron pin; thence N. 26-02-17 W. 242.08 feet to an existing iron pin in the southerly right of way of the Southern Railway Co. ; thence, along the arc of a curve to the left, subtended by a chord bearing N. 72-25-06 E., and having a radius of 2,929.13 feet, an arc distance of 79.15 feet to an iron pin; thence, S. 11-41-30 E. 77.32 feet to an iron pin; thence, S. 44-44-06 E. 23.43 feet to an iron pin; thence, along the arc of a curve to the left, subtended by a chord bearing N. 69-38-26 E. 44.64 feet, and having a radius of 3,113.93 feet, an arc distance of 44.64 feet to the point and piece of beginning and containing approximately .424 acres, all as shown on a survey by Keith R. Meon, N.C.R.L.S., dated January 22, 1990.**

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

**EXHIBIT A-1**

The portion of the Property to be conveyed by Pineville Redevelopment to Buyer is labeled below as “PROPERTY TO BE CONVEYED” and the Residual Property is shown below as the hatched area.



**EXHIBIT B**

[to be inserted]





**KEY:**

- 1 EXISTING COMMERCIAL BUILDING
- 2 SEMI-PERMANENT
- 3 COMMERCIAL BUILDING (UP TO TWO STORY)
- 4 KIOSK RENTAL
- 5 PARKING
- 6 TOWN GREEN
- 7 LINEAR PARK
- 8 POCKET PARK
- 9 RETAIL PLAZA/OUTDOOR DINING
- 10 STORMWATER MANAGEMENT
- 11 FRONT LOADED TOWNHOUSE
- 12 REAR LOADED TOWNHOUSE
- 13 EXISTING BOILER ROOM REPURPOSED AS POSSIBLE COMMUNITY CENTER

**DEVELOPMENT INFORMATION:**

	COMMERCIAL AREA MINIMUM COMMERCIAL AREA: APPROX. 24,000 (SF) MAXIMUM COMMERCIAL AREA: APPROX. 44,000 (SF)
	REAR LOAD TOWNHOUSE
	FRONT LOAD TOWNHOUSE

# CONE MILL SITE - CONCEPT PLAN

FEBRUARY 2024



# CIVIL CONSTRUCTION PLANS for **PINEVILLE CONE MILL**

## CITY OF PINEVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

02/15/2024

### UTILITY AND GOVERNING AGENCIES CONTACT LIST:

#### WATER COMPANY

CHARLOTTE WATER  
5100 BROOKSHIRE BOULEVARD  
CHARLOTTE, NC 28216  
(704) 399-2221  
CONTACT: BARBARA GROSS

#### SANITARY SEWER COMPANY

CHARLOTTE WATER  
5100 BROOKSHIRE BOULEVARD  
CHARLOTTE, NC 28216  
(704) 399-2221  
CONTACT: BARBARA GROSS

#### FIRE MARSHAL

MECKLENBURG COUNTY FIRE MARSHAL  
2145 SUTTLE AVE  
CHARLOTTE, NORTH CAROLINA 28208  
(980) 314-3071  
CONTACT: TED PANAGIOTOPOULOS

#### EROSION CONTROL

CITY OF CHARLOTTE  
ENGINEERING AND PROPERTY MANAGEMENT  
600 E. 4TH STREET  
CHARLOTTE, NORTH CAROLINA 28202  
(704) 517-1152  
CONTACT: JAY WILSON

#### POWER COMPANY

DUKE POWER  
526 SOUTH CHURCH STREET  
CHARLOTTE, NC 28202  
(704) 395-4413  
CONTACT: CHARLES MCCORKLE

#### CABLE COMPANY

SPECTRUM CABLE  
(844) 231-6411

#### DEPARTMENT OF TRANSPORTATION

CHARLOTTE DEPARTMENT OF TRANSPORTATION  
600 E. 4TH STREET  
CHARLOTTE, NORTH CAROLINA 28202  
(704) 336-4119

#### NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

7605 DISTRICT DRIVE  
CHARLOTTE, NORTH CAROLINA 28213  
(980) 523-0000

#### PLANNING DEPARTMENT

CHARLOTTE MECKLENBURG PLANNING  
COMMISSION  
600 E. 4TH STREET  
CHARLOTTE, NORTH CAROLINA 28202  
(704) 336-2205

#### ZONING DEPARTMENT

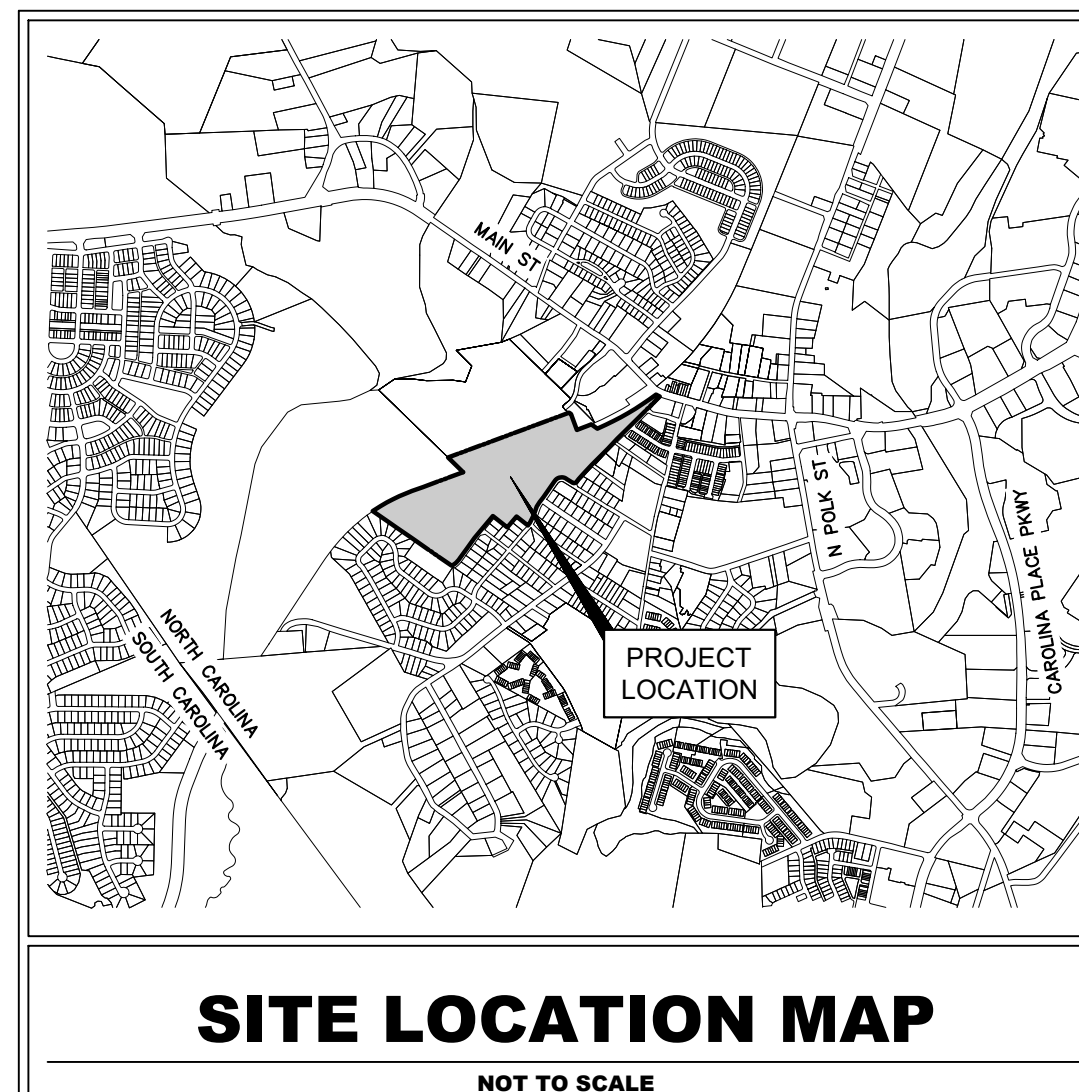
MECKLENBURG COUNTY ZONING DEPT.  
2145 SUTTLE AVE  
CHARLOTTE, NORTH CAROLINA 28208  
(704) 336-7600

#### PHONE COMPANY

AT&T SMALL BUSINESS  
(877) 812-9095  
CONTACT: JAMAICA CANLAS

#### GAS COMPANY

PIEDMONT NATURAL GAS  
4339 SOUTH TRYON STREET  
CHARLOTTE, NC 28217  
(704) 525-5585  
CONTACT: KAREN BURTON



### SHEET INDEX

Sheet List Table	
SHEET NUMBER	SHEET TITLE
C-01	COVER SHEET
C-02	EXISTING CONDITIONS
C-03	SITE PLAN
C-04	GRADING PLAN
C-05	PLANTING & UTILITY PLAN
C-06	GO-BY ARCHITECTURAL ELEVATIONS

**Kimley»Horn**  
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
580 KINGSLEY PARK, SUITE 125, FORT MILL, SC 29715  
PH: (803) 728-4756  
WWW.KIMLEY-HORN.COM  
NC LICENSE #F-0102

**FOR REFERENCE ONLY**

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
014242006	MONTH YEAR	AS SHOWN	AUG	CDA	JEH

COVER SHEET

PINEVILLE CONE MILL  
PREPARED FOR  
CONE MILL DEVELOPMENT  
VENTURES, LLC.  
PINEVILLE, NORTH CAROLINA

SHEET NUMBER  
**C-01**

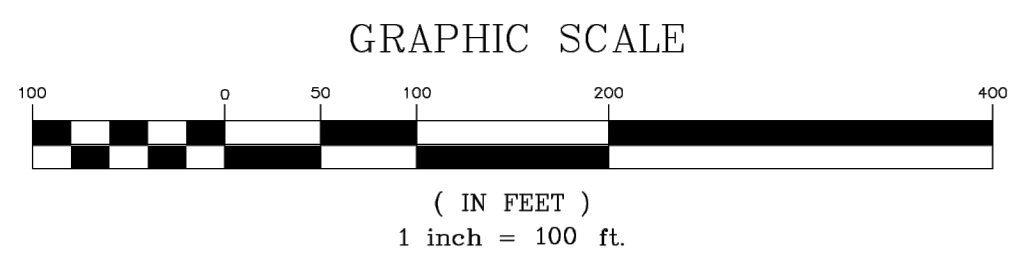
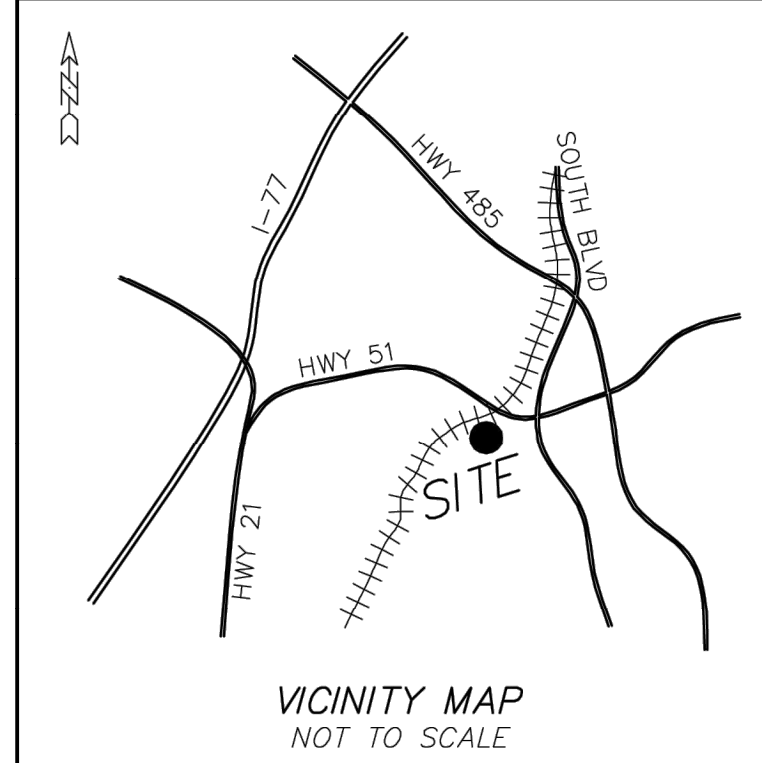


### PROJECT OWNER AND CONSULTANT INFORMATION

<b>DEVELOPER:</b> CONE MILL DEVELOPMENT VENTURES, LLC 3315 SPRINGBANK LANE SUITE 308 CHARLOTTE, NC 28226 PHONE (678) 654-1783  CONTACT: JONATHAN VISCONTI	<b>ENGINEER:</b> KIMLEY-HORN AND ASSOCIATES, INC. 580 SOUTH TRYON STREET SUITE 125 FORT MILL, SOUTH CAROLINA 29715 (803) 728-4756 TEL  CONTACT: JOHN HOLCOMB, P.E.	<b>SURVEYOR:</b> TBD
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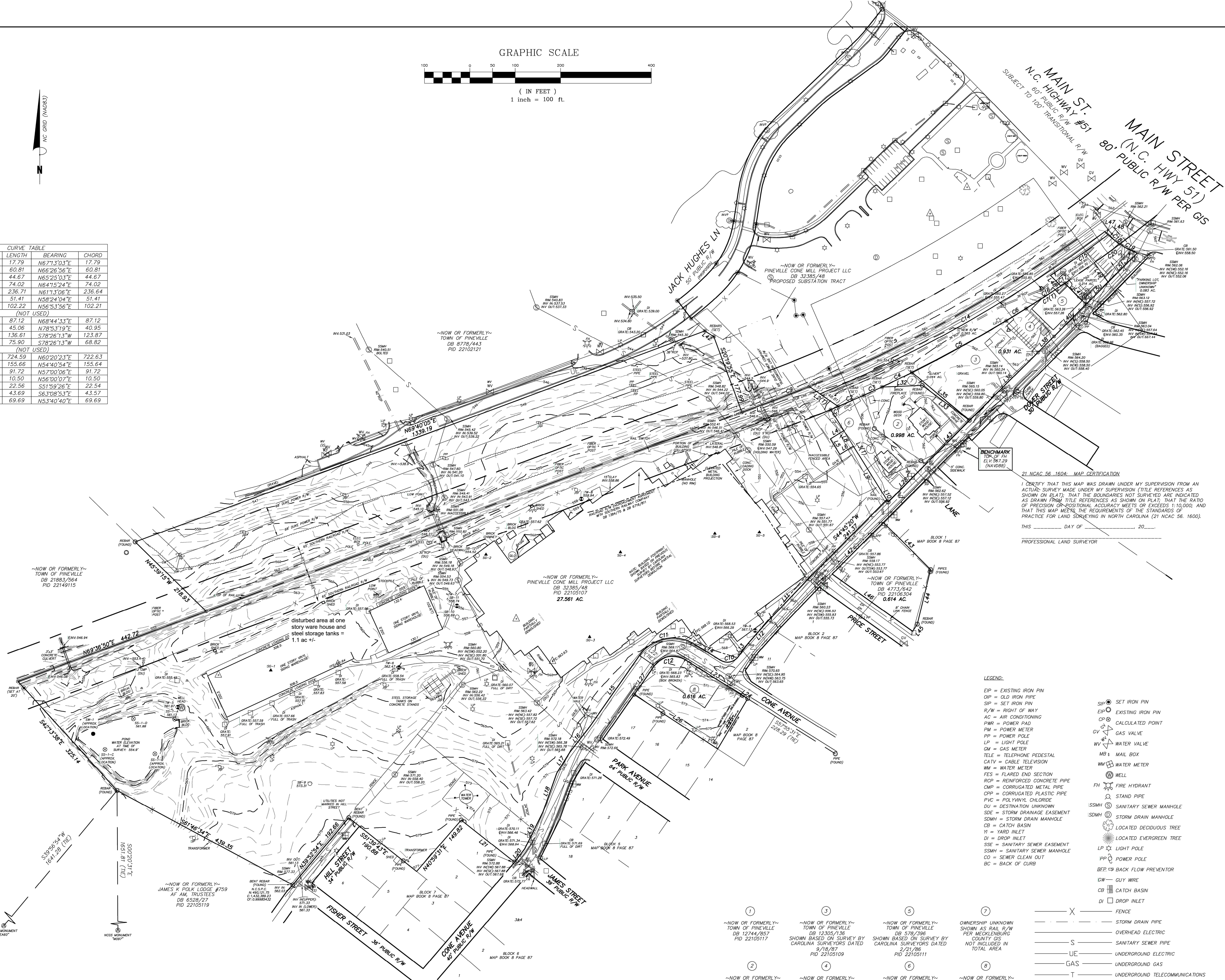






LINE	BEARING	LENGTH
L1	N69°36'50"E	72.00
L2	S55°19'49"E	77.32
L3	S31°52'32"E	239.80
L4	N58°07'28"E	35.00
L5	N31°52'32"W	40.00
L6	N58°07'28"E	35.00
L7	S31°52'32"E	54.38
L8	S31°52'32"E	40.00
L9	S31°52'32"E	139.51
L10	S31°52'32"E	5.91
L11	S43°40'20"W	137.19
L12	S41°49'58"W	62.54
L13	S35°51'19"W	35.12
L14	N58°04'41"W	66.75
L15	S34°57'07"E	196.58
L16	S36°01'40"W	63.11
L17	S32°03'22"W	55.37
L18	S19°36'27"W	90.79
L19	S26°18'27"W	90.84
L20	S37°06'27"W	37.07
L21	S51°43'36"E	149.79
L22	S55°03'17"E	40.00
L23	N58°04'41"W	148.98
L24	N57°16'45"W	13.97
L25	N30°45'14"E	128.79
L26	S57°01'15"E	219.65
L27	S34°57'07"E	77.66
L28	S44°48'39"W	151.22
L29	(NOT USED)	
L30	(NOT USED)	
L31	(NOT USED)	
L32	N87°44'58"E	89.07
L33	S52°7'21"E	129.10
L34	(NOT USED)	
L35	S50°03'48"E	164.38
L36	N45°21'39"E	212.80
L37	(NOT USED)	
L38	N44°57'41"E	50.00
L39	(NOT USED)	
L40	N44°57'21"E	100.00
L41	S45°02'39"E	65.89
L42	S57°20'01"E	23.43
L43	S44°48'39"W	102.55
L44	S1°41'46"W	123.85
L45	S33°57'46"W	18.97
L46	S54°33'14"W	217.29
L47	S48°11'27"W	9.81
L48	S45°02'39"E	32.55
L49	S32°38'27"W	52.69
L50	N44°37'21"E	68.91
L51	S44°57'21"W	91.03

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	2929.76	17.79	N67°13'03"E	17.79
C2	2929.76	60.81	N66°26'56"E	60.81
C3	2929.76	44.67	N65°23'03"E	44.67
C4	2929.76	74.02	N64°15'24"E	74.02
C5	2929.76	236.71	N61°13'06"E	236.64
C6	2944.08	51.41	N58°24'04"E	51.41
C7	2929.76	102.22	N56°53'56"E	102.21
C8	(NOT USED)			
C9	2864.76	87.12	N68°44'33"E	87.12
C10	30.00	45.06	N78°53'19"E	40.95
C11	90.00	136.61	S78°26'13"W	123.87
C12	50.00	75.90	S78°26'13"W	68.82
C13	(NOT USED)			
C14	2845.87	724.59	N60°20'23"E	722.63
C15	2968.88	155.68	N54°40'54"E	155.64
C16	2929.76	91.72	N57°00'06"E	91.72
C17	2929.76	10.50	N56°00'07"E	10.50
C18	170.10	22.56	S51°59'26"E	22.54
C19	170.10	43.69	S63°08'53"E	43.57
C20	2929.76	69.69	N53°40'40"E	69.69



- ① TEMPORARY WELL
- SOIL SAMPLE
- ⊗ SEDIMENT SAMPLE
- ▲ SOIL GAS SAMPLE (APPROX. LOCATIONS, NOT SURVEYED)
- SURFACE WATER SAMPLE

- NOTES:
- IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
  - PROPERTY ZONED: DC (SETBACKS & ZONING MATTERS ARE SUBJECT TO INTERPRETATION BY LOCAL MUNICIPALITIES)
  - TAX PARCEL NUMBERS AS SHOWN.
  - DEED REFERENCES AS SHOWN.
  - BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN.
  - THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 3710443900L, WITH A DATE OF IDENTIFICATION OF 09/02/2015.
  - THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN. SURVEY MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION.
  - AREA COMPUTED BY COORDINATED METHOD.
  - UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AND MARKINGS AT THE TIME OF SURVEY. CONTRACTORS ARE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
  - AT THE TIME OF SURVEY DECONSTRUCTION OF POWER INFRASTRUCTURE OBSERVED.
  - AT THE TIME OF SURVEY SITE PARTIALLY DEMOLISHED.

THE FOLLOWING WAS USED TO ESTABLISH N.C.S.P.C. INFORMATION:  
 (1) CLASS OF SURVEY: A-URBAN LAND SURVEY  
 (2) POSITIONAL ACCURACY: 0.2"  
 (3) TYPE OF GPS FIELD PROCEDURE: STATIC, ONLINE POSITION SURVEY  
 (4) DATES OF SURVEY: 7/4/18  
 (5) DATUM/EPOCH: NAD 83 (2011), EPOCH 2010  
 (6) PUBLISHED FIXED-CONTROL USE: CORS SITES DH3838, DG7402, DK7758  
 (7) GEOID MODEL: GEOID 12B; NAVD 83  
 (8) COMBINED GRID FACTOR(S): 0.99985432  
 (9) UNITS: US SURVEY FEET

UNDERGROUND UTILITIES MARKED BY:  
 RDL PRIVATE UTILITY LOCATING  
 6015 BAYFIELD PARKWAY  
 CONCORD, NC 28027  
 (704) 492-4841  
 RDLLOCATING@GMAIL.COM

- LEGEND:
- EIP = EXISTING IRON PIN
  - OIP = OLD IRON PIPE
  - SIP = SET IRON PIN
  - R/W = RIGHT OF WAY
  - AC = AIR CONDITIONING
  - PHR = POWER PAD
  - PM = POWER METER
  - PP = POWER POLE
  - LP = LIGHT POLE
  - GM = GAS METER
  - TELE = TELEPHONE PEDESTAL
  - CATV = CABLE TELEVISION
  - WM = WATER METER
  - FES = FLARED END SECTION
  - RCP = REINFORCED CONCRETE PIPE
  - CMP = CORRUGATED METAL PIPE
  - CPP = CORRUGATED PLASTIC PIPE
  - PVC = POLYVINYL CHLORIDE
  - DUI = DESTINATION UNKNOWN
  - SDE = STORM DRAINAGE EASEMENT
  - SDMH = STORM DRAIN MANHOLE
  - CB = CATCH BASIN
  - TI = TIE INLET
  - SSE = SANITARY SEWER EASEMENT
  - SSMH = SANITARY SEWER MANHOLE
  - CS = SEWER CLEAN OUT
  - BC = BACK OF CURB
  - SIP = SET IRON PIN
  - EIP = EXISTING IRON PIN
  - CP = CALCULATED POINT
  - GV = GAS VALVE
  - WV = WATER VALVE
  - MB = MAIL BOX
  - WM = WATER METER
  - WELL
  - FH = FIRE HYDRANT
  - STAND PIPE
  - SSMH = SANITARY SEWER MANHOLE
  - SDMH = STORM DRAIN MANHOLE
  - LOCATED DEODOURING TREE
  - LOCATED EVERGREEN TREE
  - LP = LIGHT POLE
  - PP = POWER POLE
  - BEP = BACK FLOW PREVENTOR
  - GW = GUY WIRE
  - CB = CATCH BASIN
  - DI = DROP INLET
  - X = FENCE
  - STORM DRAIN PIPE
  - OVERHEAD ELECTRIC
  - S = SANITARY SEWER PIPE
  - UE = UNDERGROUND ELECTRIC
  - GAS = UNDERGROUND GAS
  - T = UNDERGROUND TELECOMMUNICATIONS
  - W = UNDERGROUND WATER
  - BOUNDARY LINE
  - TIE LINE
  - RIGHT OF WAY
  - ADJOINING LINE (NOT SURVEYED)

DATE	REVISIONS:
8/17/18	BOUNDARY LINES
8/20/18	BOUNDARY CALLS
11/14/18	TEMPORARY MONITORING WELLS
11/29/18	TEMPORARY MONITORING WELLS
6/12/19	PROPOSED AREAS

SCALE: 1" = 100'  
 2018/VA/T/CONE MILLS  
 2018/VA/T/CONE MILLS  
 DRAWN BY: MB  
 CHECKED BY: TW  
 FIELD WORK: BG/AS  
 AUGUST 2, 2018

CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (TITLE REFERENCES AS SHOWN ON PLAT), THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM TITLE REFERENCES AS SHOWN ON PLAT, THAT THE RATIO OF PRECISION OR ACCURACY MEETS OR EXCEEDS 1:10,000, AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).  
 THIS DAY OF \_\_\_\_\_ 20\_\_\_\_  
 PROFESSIONAL LAND SURVEYOR

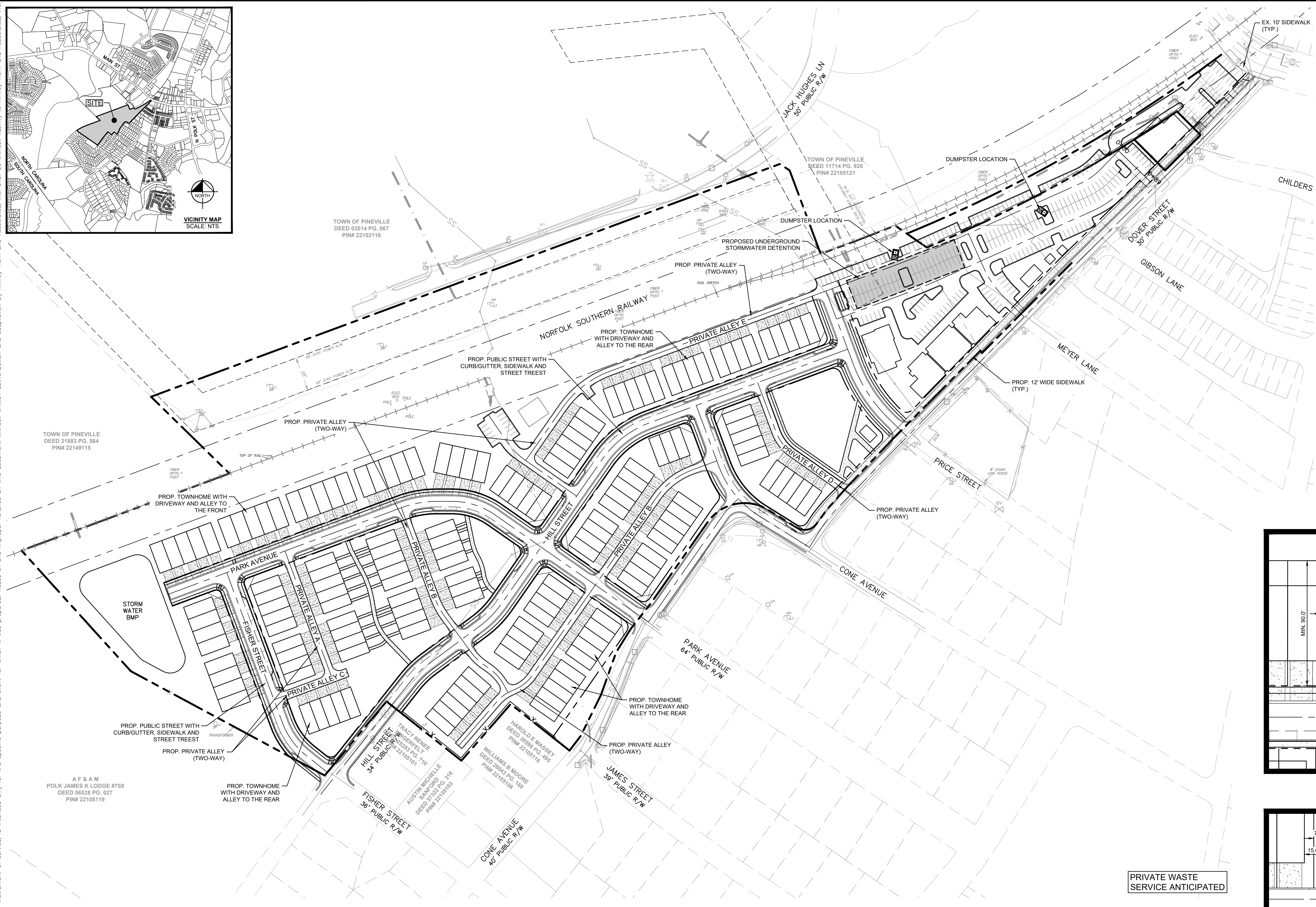
CAROLINA SURVEYORS, INC.  
 P.O. BOX 267 PINEVILLE, N.C. 28134 - 0267  
 THOMAS E. WHITE, N.C.P.L.S. & S.C.P.L.S. 704-889-7801  
 CERTIFICATE OF AUTHORIZATION NCIC-1248 SC-886

A BOUNDARY, ASBUILT & TOPOGRAPHICAL SURVEY SHOWING  
**CONE MILL**  
 SURVEYED FOR: CM LT HOLDINGS, LLC  
 AREA: 30.720 ACRES  
 TOWN OF PINEVILLE, MCGOWEN COUNTY, NORTH CAROLINA

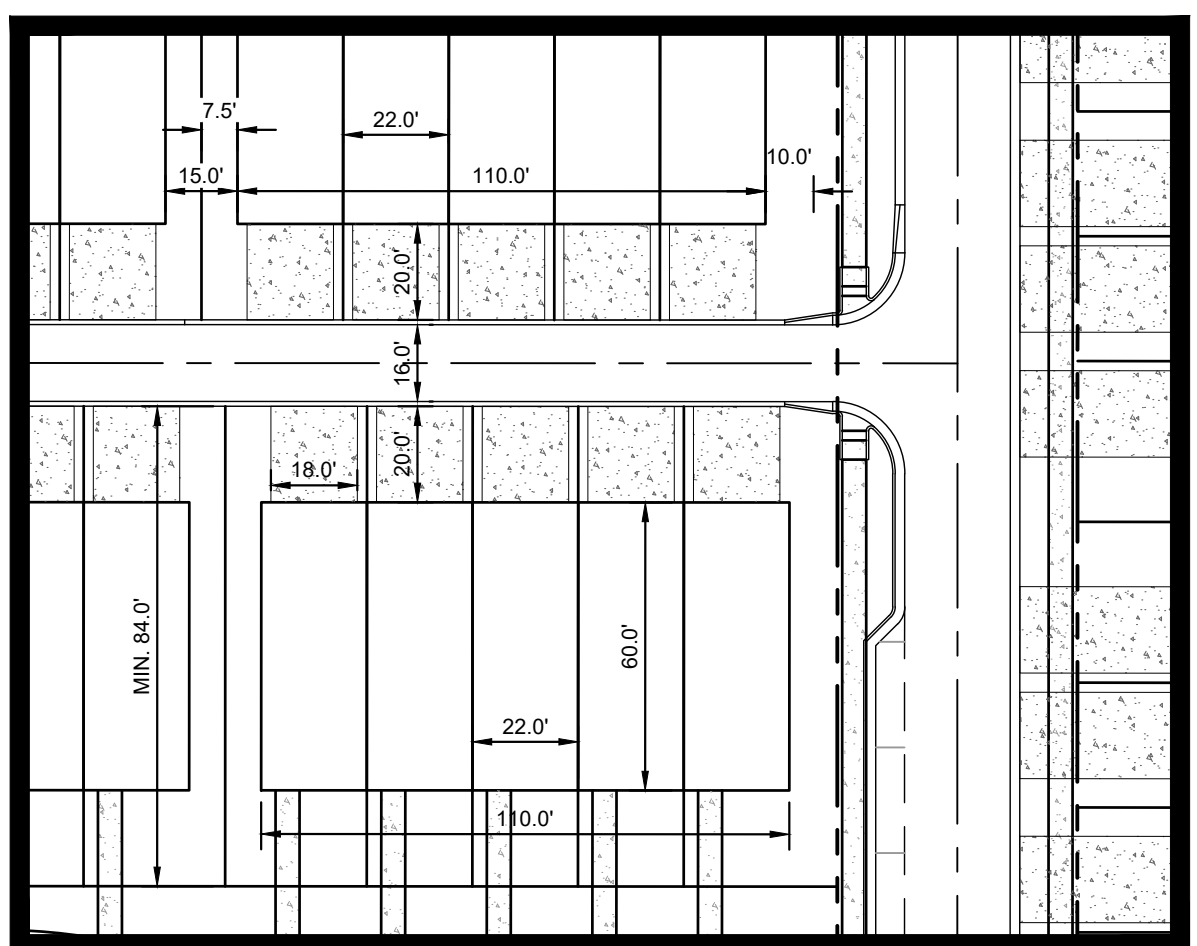
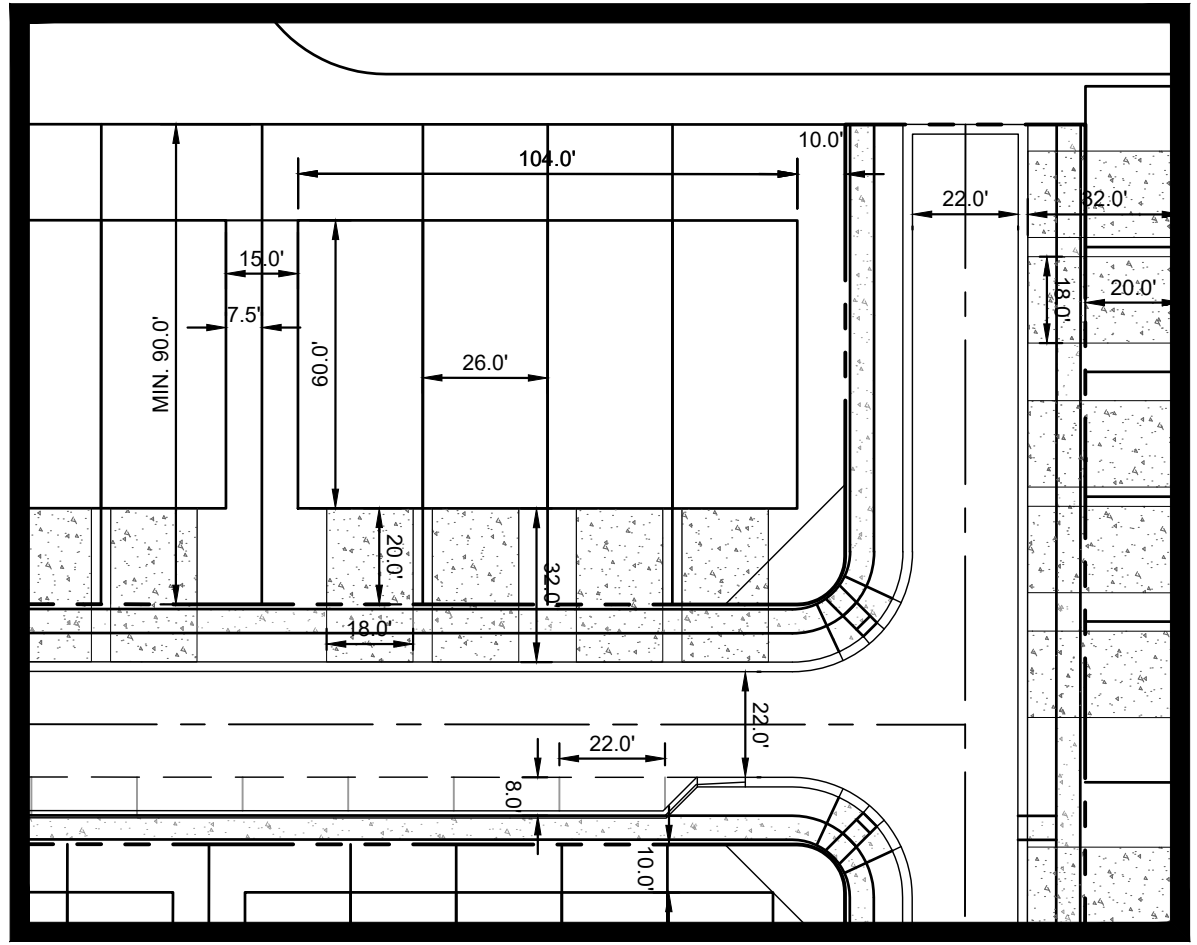
C-02



Plotted By: Atuncer, Corros Date: February 26, 2024 11:38:41am File Path: K:\EOM\_Plan\014242 West\_Capital\006 Pineville Cone Mill MXA\02 - DWG\PlanSheets\Resizing\_C-Site\_Plan.dwg  
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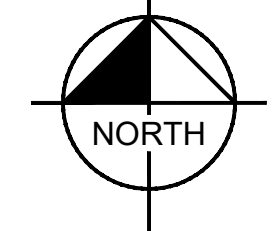
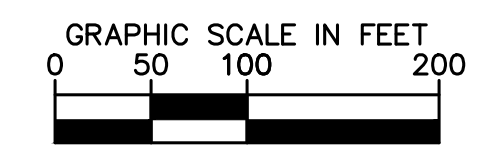
SITE DATA TABLE	
<b>DEVELOPMENT DATA:</b>	
TAX PARCEL ID:	22105107, 22105117 & 22105111
LAND USE:	VACANT
TOTAL SITE AREA:	±29.79 ACRES
TOTAL TOWNHOME AREA:	±17.58 ACRES
TOTAL DISTURBED AREA:	±29.79 ACRES
<b>ZONING DATA:</b>	
FEMA FLOOD PANEL:	3710443900L
WATERSHED:	SUGAR
ZONING DISTRICT:	
CURRENT:	DC (DOWNTOWN CORE DISTRICT)
PROPOSED:	RMX (RESIDENTIAL MIXED-USE)
<b>MULTI FAMILY AREA</b>	
TOWNHOMES:	MAX. 162 UNITS
RESIDENTIAL GARAGE:	324
DRIVEWAY PAD PARKING:	324
OFFSTREET PARKING:	15
DEDICATED ON STREET PARKING:	74
PROPOSED DENSITY:	9.22 DUA
FRONT LOAD TOWNHOUSE MIN LOT SIZE:	2,300 SF
REAR LOAD TOWNHOUSE MIN LOT SIZE:	1,800 SF
<b>COMMERCIAL AREA</b>	
MINIMUM COMMERCIAL AREA:	±24,000 SF
MAXIMUM COMMERCIAL AREA:	±44,000 SF
TOTAL PARKING REQUIRED:	
MINIMUM PARKING REQUIRED:	48
MAXIMUM PARKING REQUIRED:	88
(1 PER 500 SF FOR GENERAL COMMERCIAL)	
TOTAL PARKING PROVIDED:	266



PRIVATE WASTE SERVICE ANTICIPATED

**LEGEND:**

---	EXISTING PROPERTY LINE
---	EXISTING ADJACENT PROPERTY LINE
---	EXISTING EASEMENT LINE
---	EXISTING SANITARY SEWER LINE
SS	EXISTING STORM LINE
ST	EXISTING WATER MAIN
W	EXISTING OVERHEAD POWER
OE	EXISTING UNDERGROUND POWER
UE	EXISTING FIBER OPTIC LINE
FO	EXISTING GUARD FENCE
□	EXISTING CHAINLINK FENCE
○	EXISTING TREELINE
—x—	EXISTING RAILROAD TRACK



NO.	REVISIONS	DATE

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 580 KINGSLEY PARK, SUITE 125, FORT WILM, SC 29715  
 WWW.KIMLEY-HORN.COM  
 NC LICENSE #F-0102

FOR REFERENCE ONLY

KHA PROJECT	014242006
DATE	
MONTH	
YEAR	
SCALE	AS SHOWN
DESIGNED BY:	AJC
DRAWN BY:	CDA
CHECKED BY:	JEH

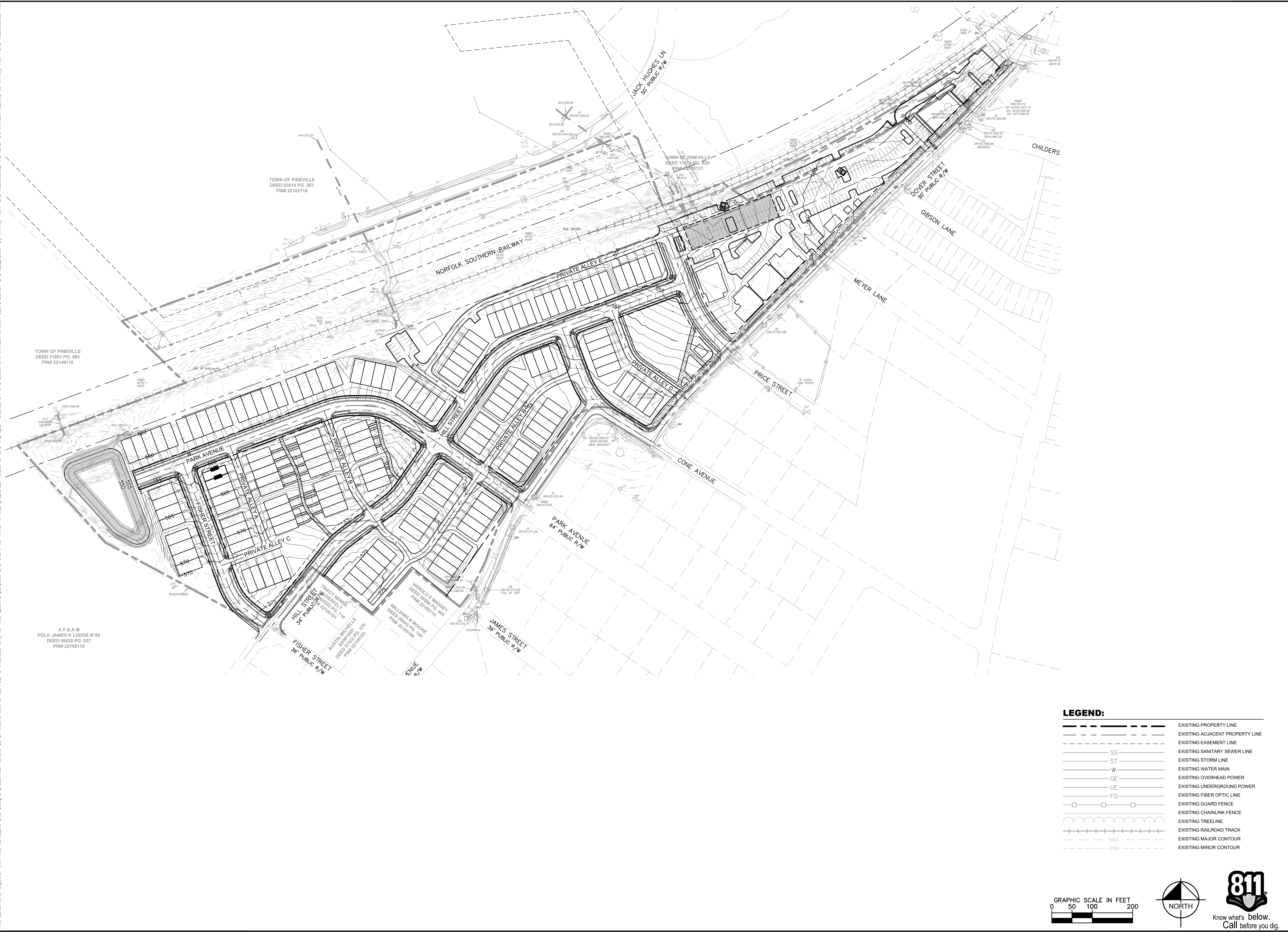
SITE PLAN

PINEVILLE CONE MILL  
 PREPARED FOR  
 CONE MILL DEVELOPMENT  
 VENTURES, LLC.  
 PINEVILLE, NORTH CAROLINA

SHEET NUMBER  
**C-03**

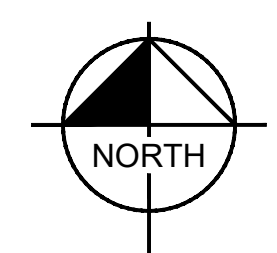
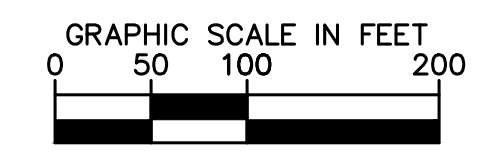


Plotted By: Atuncer, Corios Date: February 26, 2024 11:39:02am File Path: K:\FOM\_Plan\014242\_Gvest\_Capital\006\_Pineville\_Cone Mill MXA\02 - DWG\PlanSheets\Resizing\_C-Grading\_Plan.dwg  
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**LEGEND:**

	EXISTING PROPERTY LINE
	EXISTING ADJACENT PROPERTY LINE
	EXISTING EASEMENT LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM LINE
	EXISTING WATER MAIN
	EXISTING OVERHEAD POWER
	EXISTING UNDERGROUND POWER
	EXISTING FIBER OPTIC LINE
	EXISTING GUARD FENCE
	EXISTING CHAINLINK FENCE
	EXISTING TREELINE
	EXISTING RAILROAD TRACK
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR



No.	REVISIONS	DATE

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KHA PROJECT	014242006
DATE	
MONTH	
YEAR	
SCALE	AS SHOWN
DESIGNED BY:	AJC
DRAWN BY:	CDA
CHECKED BY:	JEH

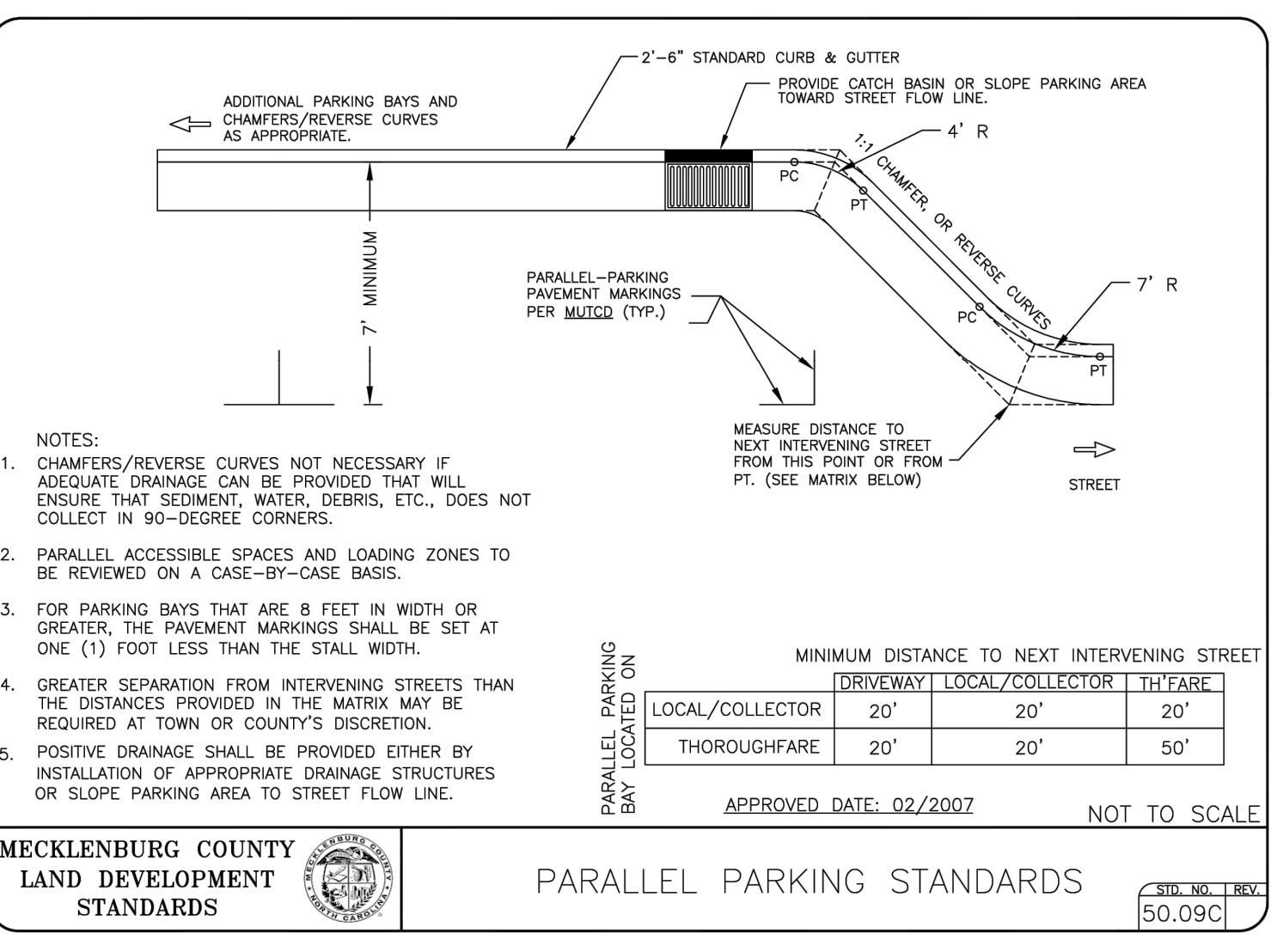
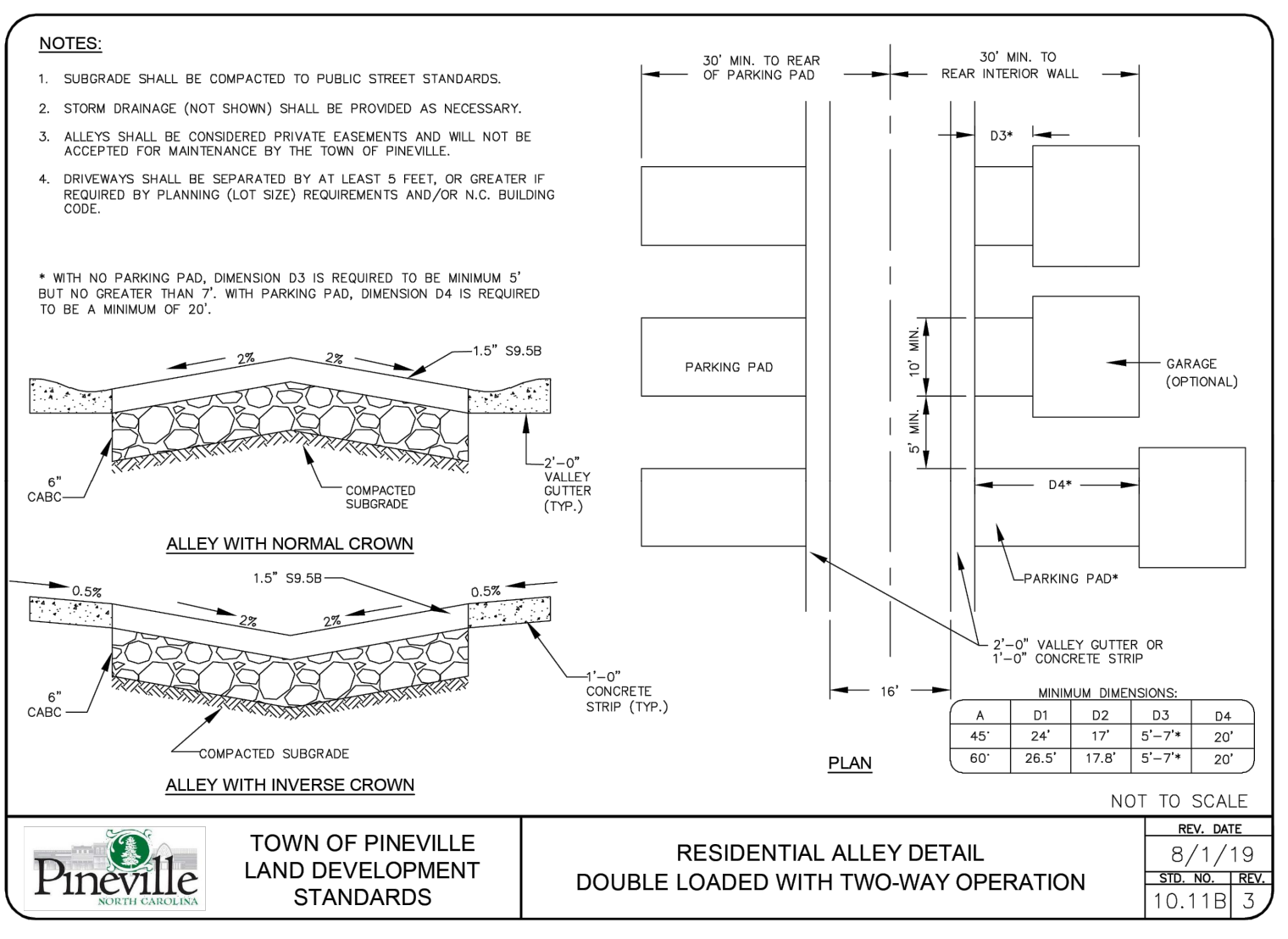
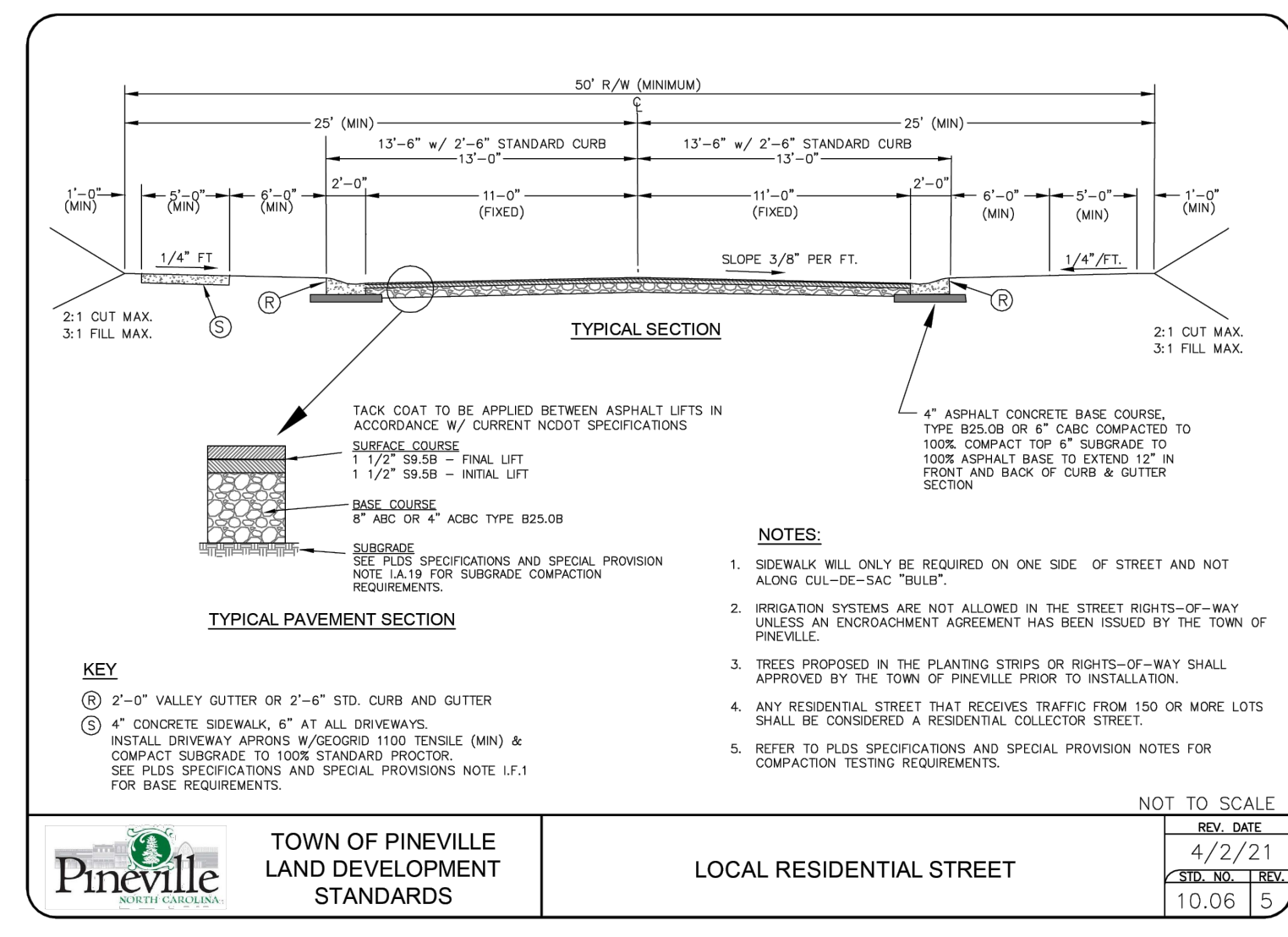
**GRADING PLAN**

**PINEVILLE CONE MILL**  
 PREPARED FOR  
**CONE MILL DEVELOPMENT**  
**VENTURES, LLC.**  
 PINEVILLE, NORTH CAROLINA

SHEET NUMBER  
**C-04**



Plotted By: Atuncer, Carlos Date: February 26, 2024 11:39:15am File Path: K:\TOWN\PR\014242 West Capital 006 Pineville Cone Mill MXA\02 - DWG\PlanSheets\Rezoning C-Utility Plan.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



**LEGEND:**

	EXISTING PROPERTY LINE
	EXISTING ADJACENT PROPERTY LINE
	EXISTING EASEMENT LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM LINE
	EXISTING WATER MAIN
	EXISTING OVERHEAD POWER
	EXISTING UNDERGROUND POWER
	EXISTING FIBER OPTIC LINE
	EXISTING GUARD FENCE
	EXISTING CHAINLINK FENCE
	EXISTING TROLLEY LINE
	EXISTING RAILROAD TRACK
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR

GRAPHIC SCALE IN FEET: 0, 50, 100, 200

NORTH

811 Know what's below. Call before you dig.

KHA PROJECT: 014242006		DATE: MONTH YEAR	SCALE: AS SHOWN	DESIGNED BY: AJG	DRAWN BY: CDA	CHECKED BY: JEH	
TOWN OF PINEVILLE DEED 21883 PG. 564 PIN# 22149115		TOWN OF PINEVILLE DEED 11714 PG. 539 PIN# 22181121		TOWN OF PINEVILLE DEED 03514 PG. 087 PIN# 22102116		TOWN OF PINEVILLE DEED 03514 PG. 087 PIN# 22102116	
POLK JAMES K LODGE #759 DEED 08528 PG. 027 PIN# 22105119		HILL STREET PUBLIC R/W 34		PRIVATE ALLEY B		PRIVATE ALLEY C	
FISHER'S LANE PUBLIC R/W 36		PARK AVENUE PUBLIC R/W 64		CONE AVENUE PUBLIC R/W 39		JAMES STREET PUBLIC R/W 39	
PRICE STREET PUBLIC R/W 30		DOVER STREET PUBLIC R/W 30		GIBSON LANE		CHILDERS	
MEYER LANE		NORFOLK SOUTHERN RAILWAY		PROP. TOWNHOME WITH DRIVEWAY AND ALLEY TO THE REAR		PRIVATE ALLEY D	
PROP. PRIVATE ALLEY (TWO-WAY)		PROP. STREET TREES		PROP. SANITARY SEWER		PROP. WATER LINE AND FITTINGS	
PROP. TOWNHOME WITH DRIVEWAY AND ALLEY TO THE FRONT		PROP. SANITARY SEWER		PROP. WATER LINE AND FITTINGS		PROP. STREET TREES	

**Kimley-Horn**

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**FOR REFERENCE ONLY**

**PLANTING & UTILITY PLAN**

**PINEVILLE CONE MILL**

PREPARED FOR  
**CONE MILL DEVELOPMENT VENTURES, LLC.**

NORTH CAROLINA

SHEET NUMBER  
**C-05**

REVISIONS

No.

DATE

Item 17



Plotted By: Atuncer, Corios Date: February 26, 2024 11:39:25am File Path: K:\FOM\_PRA\014242 West Capital\006 Pineville Cone Mill NX\02 - DWG\PlanSheets\Resizing\C-Architectural Elevations.dwg  
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Rear-Load Townhomes



Front-Load Townhomes



Streetscape and Open Space



Commercial and Mixed Use Buildings



No.	REVISIONS	DATE

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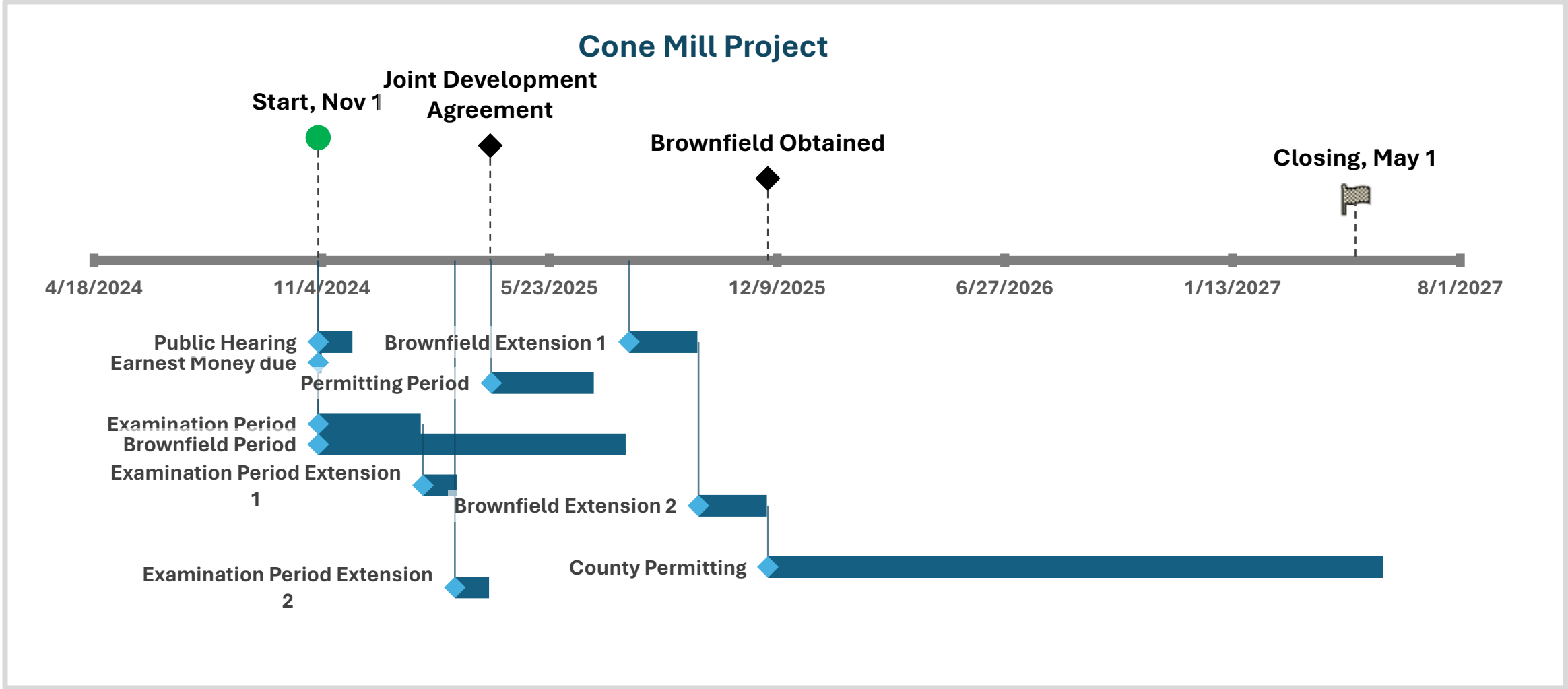
KHA PROJECT	DATE
014242006	MONTH YEAR
SCALE: AS SHOWN	DESIGNED BY: AUG
DRAWN BY: CDA	CHECKED BY: JEH

**GO-BY ARCHITECTURAL ELEVATIONS**

**PINEVILLE CONE MILL PREPARED FOR CONE MILL DEVELOPMENT VENTURES, LLC.**  
 PINEVILLE NORTH CAROLINA

SHEET NUMBER  
**C-06**









## TOWN COUNCIL AGENDA ITEM

**MEETING DATE: October 8, 2024**

Agenda Title/Category:	<b>Financial Policies / New Business</b>			
Staff Contact/Presenter:	<b>Christopher Tucker, Finance Director</b>			
Meets Strategic Initiative or Approved Plan:	<b>Yes</b>	<b>No</b>	If yes, list:	<b>N/A</b>
Background:	<p>As part of our engagement with Davenport, staff asked for them to review and update our financial policies.</p> <p>The main policy the town had on the books was the Fund Balance policy of 40%.</p> <p>With the Town moving into a second debt issuance, which was potentially a public sale, it is best practice to have a broader set of financial policies that would be viewed favorably by potential rating agencies.</p>			
Discussion:	<p>Davenport has prepared several financial guidelines under one policy manual. We have discussed several of these in our work sessions, but this action will put them into place.</p> <p>Of note, it is proposed to reduce the fund balance policy from 40% to a range of 24%-32%. Also of note, several debt ratios will now come into play when shaping how we issue debt. A cash management and investment policy are also included.</p>			
Fiscal impact:	<p>These policies will affect and shape how we position the Town financially, while also clearly defining certain roles and expectations in Finance.</p>			
Attachments:	<b>Financial Policy Guidebook</b>			
Recommended Motion to be made by Council:	<b>Approve as presented</b>			

# Financial Policy Guidelines



For:

Pineville, North Carolina

Proposed on 8/26/24

Adopted on \_\_\_\_\_

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## Table of Contents

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Category	Page
Objectives	3
Capital Improvement Budget Policies	4
Debt Policies	5
Reserve Policies	6
Budget Development Policies	7
Cash Management	8-9

## FINANCIAL POLICY GUIDELINES - OBJECTIVES

This financial policy is a statement of the guidelines and goals that will influence and guide the financial management practice of the Town of Pineville, North Carolina (the “Town” or “Pineville”). A financial policy that is adopted, adhered to, and regularly reviewed is recognized as the cornerstone of sound financial management. Effective financial policy:

- Contributes significantly to the Unit’s ability to insulate itself from fiscal crisis,
- Enhances short term and long-term financial credit ability by helping to achieve the highest credit and bond ratings possible,
- Promotes long-term financial stability by establishing clear and consistent guidelines,
- Directs attention to the total financial picture of the Unit rather than single issue areas,
- Promotes the view of linking long-run financial planning with day-to-day operations, and
- Provides the Staff, the Town Council and citizens a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.
- To these ends, the following financial policy statements are presented.

To these ends, the following financial policy statements are presented.

## CAPITAL IMPROVEMENT BUDGET POLICIES

1. The Town will consider all capital improvements in accordance with an adopted capital improvement program.
2. The Town, will develop a five-year Capital Improvement Program and review and update the plan annually.
3. The Town will enact an annual capital budget based on the five-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
4. The Town, will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
5. The Town will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and Town priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
6. The Capital Improvement Program will include the estimated costs for the Town to maintain all assets at a level adequate to protect the Town's capital investment and to minimize future maintenance and replacement costs.
7. The Capital Improvement Program will include a projection of the Town's equipment replacement and maintenance needs for the next several years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.
8. The Town, will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted for approval.
9. The Town will attempt to determine the least costly and most flexible financing method for all new projects.

## DEBT POLICIES

### General

1. The Town will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues except where approved justification is provided.
2. The Town will take a balanced approach to capital funding utilizing debt financing, Capital Reserves and pay-as-you go funding.
3. When the Town finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project.
4. The Town will monitor existing debt obligations for potential refinancing and/or pre-payments options to reduce total interest costs when possible.
5. Target debt ratios will be calculated at least annually and included in a review of financial trends.
6. The Finance Director shall maintain a system of recordkeeping and reporting to meet the arbitrage rebate compliance requirements for the federal tax code.
7. The Finance Director will be responsible for continuing disclosure obligations under 15c2-12 as required under Continuing Disclosure Agreements and / or bank loan documents associated with existing debt outstanding.

### Tax Supported Debt

8. Net debt as a percentage of estimated market value of taxable property shall not exceed **2.0%**. Net debt is defined as any and all debt that is tax-supported.
9. The Town will strive to maintain a ratio of tax-supported debt service expenditures as a percent of total governmental fund expenditures of **20.0% or less** with a minimum aggregate ten-year tax-supported principal payout ratio of **50%**.
10. In the event that the Town anticipates exceeding the policy requirements stated in items 8 and 9 above, Staff may request an exception from the Town Council stating the reason and length of time.



## GENERAL FUND RESERVE POLICIES

1. The Town will target Unassigned Fund Balance, as defined by the Governmental Accounting Standards Board, equal to **32% (4 months)** of the General Fund Budget and maintain a minimum Unassigned Fund Balance at the close of each fiscal year equal to **24% (3 months)** of the General Fund Budget.
2. In the event that funds are available over and beyond the targeted amount, those funds may be appropriated for one-time expenditures (such as capital) or transferred to capital reserve funds or capital projects funds at the Town Council's discretion.
3. The Town Council may, from time-to-time, utilize fund balances that will reduce Unassigned Fund Balance below the **24%** minimum for the purposes of a declared fiscal emergency or other such purpose as to protect or enhance the long-term fiscal security of the Town. In such circumstances, the Town Council will adopt a plan to restore the Unassigned Fund Balance to the minimum policy level within a reasonable period of time.

## BUDGET DEVELOPMENT POLICIES

1. The Budget Process will be compliant with the North Carolina Local Government Budget and Fiscal Control Act.
2. One-time or other special revenues will not be used to finance continuing Town operations but instead will be used for funding special projects.
3. The Town will pursue an aggressive policy seeking the collection of current and delinquent property taxes, utility, license, permit and other fees due to the Town.
4. Budget amendments will be brought to the Town Council for consideration as needed.
5. The Town Council will receive a financial report at least **quarterly** showing year-to-date revenues and expenditures and comparing each amount to the budget as amended.

## CASH MANAGEMENT/INVESTMENT POLICIES

1. It is the intent of the Town that public funds shall be invested to the extent possible to reduce the need for property tax revenues. Funds shall be invested with the emphasis on safety and liquidity. Yield shall be a secondary consideration. All deposits and investments of Town funds shall be in accordance with NCGS 159.
2. The Finance Director will establish a Cash Management Program that maximizes the amount of cash available for investment.
3. The Town will use a Central Depository to maximize the availability and mobility of cash for all funds that can be legally and practically combined.
4. Liquidity: No less than **20%** of funds available for investment will be maintained in liquid investments at any point in time.
5. Maturity: All investments will mature in no more than **sixty (60)** months from their purchase date.
6. Custody: All investments will be purchased “payment-verses-delivery” and if certificated will be held by the Finance Officer in the name of the Town. All non-certificated investment will be held in book-entry form in the name of the Town with the Town’s third party Custodian (Safekeeping Agent).
7. Authorized Investments: The Town may deposit Town Funds into: Any Town Council approved Official Depository, if such funds are secured in accordance with NCGS-159 (31). The Town may invest Town Funds in: the North Carolina Capital Management Trust, US Treasury Securities, US Agency Securities specifically authorized in GS-159 and rated no lower than “AAA”, and Commercial Paper meeting the requirements of NCGS-159 plus having a national bond rating.
8. Diversification: No more than **5%** of the Town’s investment funds may be invested in a specific company’s commercial paper and no more than **20%** of the Town’s investment funds may be invested in commercial paper. No more than **25%** of the Town’s investments may be invested in any one US Agency’s Securities.
9. Allocation: Investment income will be allocated to each participating fund or account based on a fair and equitable formula determined by the Finance Director.
10. Reporting: Not less than **twice per year** the Finance Director will provide an investment report to the Manager and Town Council including the interest earned in the past six months and on the current investment portfolio including: type of investment, purchase date, price, par amount, maturity date, coupon rate, and any special features.



**TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:**

Agenda Title/Category:	<b>Easement from McCullough HOA</b>			
Staff Contact/Presenter:	<b>Ryan Spitzer</b>			
Meets Strategic Initiative or Approved Plan:	<b>Yes</b>	<b>No</b>	If yes, list:	<b>Electric Substation Plan</b>
	<b>x</b>			
Background:	Pineville needed an Easement from McCullough for the transmission line for the new substation.			
Discussion:	Town Council needs to determine if they are fine with paying \$10 for the easement.			
Fiscal impact:	\$1000			
Attachments:	Signed Easement by McCullough HOA			
Recommended Motion to be made by Council:	Approve the Deed of Easement			

\_\_\_\_\_  
ABOVE SPACE FOR RECORDER'S USE  
\_\_\_\_\_

Prepared by and return to:

Johnston Allison & Hord, P.A. (JRB)  
1065 E Morehead Street  
Charlotte, NC 28204

Tax Parcel No.: 205-041-31  
Property Address: N/A  
Description for Index: Easement

STATE OF NORTH CAROLINA    )  
COUNTY OF MECKLENBURG    )

**DEED OF EASEMENT**

**THIS DEED OF EASEMENT** (this “**Easement**”), is made as of September 19, 2024, 2024 (the “**Effective Date**”), by **MCCULLOUGH NEIGHBORHOOD ASSOCIATION, INC.**, a North Carolina Non-profit Corporation (“**Grantor**”), to and for the benefit of the **TOWN OF PINEVILLE**, a North Carolina municipality (“**Grantee**”). Each of Grantor and Grantee may be individually referred to as a “**Party**” and collectively as the “**Parties**”. The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**RECITALS:**

A. Grantor is the owner of fee simple title to that certain real property located in Mecklenburg County, North Carolina, identified as Tax Parcel No. 205-041-31 and being more particularly described in the deed recorded in Deed Book 33130, Page 325 of the Mecklenburg County Public Registry (the “**Grantor Property**”).



B. Grantor has agreed to grant to Grantee certain easements on, over and across portions of the Grantor Property, together with such rights and obligations more particularly described in this Easement, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees and declares that the Grantor Property shall be held, sold and conveyed subject to this Easement, which shall run with the title to the Grantor Property and shall be binding upon the Parties and all persons and entities now or hereafter having any right, title or interest in the Grantor Property, and their heirs, successors, successors in title and assigns.

1. PERMANENT UTILITY EASEMENT. Grantor hereby grants to Grantee, a non-exclusive permanent utility easement (the “**Utility Easement**”) over the Grantor Property, which Utility Easement is more particularly described in Exhibit A attached hereto and incorporated herein by reference, and which Utility Easement is also depicted on that certain Easement Plat attached hereto as Exhibit B and incorporated herein by reference (collectively, the “**Utility Easement Area**”), for the purposes of locating, laying, constructing, operating, repairing, maintaining, inspecting, testing, reconstructing, extending, altering and enhancing certain electric and/or power utility lines (and which may also include water, sewer, phone, cable, internet and/or gas utility lines or conduit) (the “**Utility Lines**”), and all pipes, taps, appliances, and/or appurtenances thereto, including but not limited to poles, crossarms, wires, guys, anchors, cables, manholes, conduit and/or vents, (collectively, including the Utility Lines, the “**Facilities**”), together with the right to locate, lay, construct, operate, repair, maintain, inspect, test, reconstruct, extend, alter and enhance the Facilities within the Utility Easement Area, along with the right at all times of ingress, egress and regress over, across and upon the Utility Easement Area and access to the Facilities for the purposes set forth herein, including, without limitation, to inspect the Facilities, make repairs, enhancements or alterations, and to clear trees, structures, or other obstructions in the Facilities, or within the Utility Easement Area that may, in Grantee’s discretion, endanger or interfere with the proper construction, maintenance, repair, or operation of the Facilities, including the right to trim or remove and keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Utility Easement Area which, in the opinion of Grantee, might interfere with or fall upon the Utility Lines and/or Facilities within the Utility Easement Area. It is further understood and agreed between the Parties that Grantee shall have the right of pedestrian and vehicular access to and from the Utility Easement Area over the Grantor Property adjacent to, or in the vicinity of, the Utility Easement Area as may be reasonably necessary for Grantee to exercise the rights granted herein and no such entry shall be deemed a trespass. Any damage that may occur outside the Utility Easement Area to fences, buildings or other structures resulting from Grantee’s exercise of the right to ingress, egress and regress will be repaired by Grantee.

2. PERMANENT ACCESS EASEMENT. In addition, and together with the Utility Easement, Grantor hereby grants to Grantee, its agents and contractors, a non-exclusive permanent access easement (the “**Access Easement**”) over the Utility Easement Area for the purpose of providing pedestrian and vehicular access, ingress and egress over, upon and through the Grantor Property as may be needed for the purposes and to exercise those rights set forth in the Easement.

The Utility Easement and the Access Easement, shall collectively be referred to herein as the "Easements".

3. OBSTRUCTION. Grantor shall not erect or construct, or cause to be erected or constructed, any fence, wall, curb, barrier or other permanent improvement within the Utility Easement Area that will in any manner interfere with or restrict the complete use and enjoyment of the Easements granted hereunder. Grantor shall not remove, replace, or alter the Facilities, or other lines, infrastructure or facilities located within with the Utility Easement Area without the prior written approval of Grantee.

4. DUE AUTHORITY. Grantor acknowledges and warrants that it is fully authorized and empowered to execute this Easement by and through the individual(s) executing below. **TO HAVE AND TO HOLD** the Easement unto Grantee and Grantee's successors, assigns, for the aforesaid uses and purposes and none other. **AND** Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Easements located on the Grantor Property unto the said Grantee and Grantee's successors and assigns, against it and its successors and all other persons whosoever lawfully claiming, or to claim the same, or any part thereof.

[ Signature(s) appears on following page ]

IN WITNESS WHEREOF, Grantor has executed this Easement to be effective as of the Effective Date.

GRANTOR:

MCCULLOUGH NEIGHBORHOOD ASSOCIATION, INC., a North Carolina non-profit corporation

By: Krishna Y. McVey  
Name: Krishna Y. McVey  
Title: President HOA Board of Directors

STATE OF North Carolina

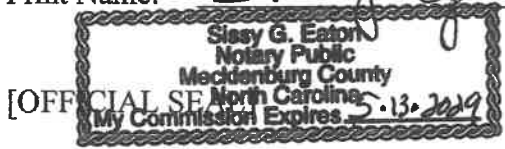
COUNTY OF Mecklenburg

I, a Notary Public of the aforesaid County and State, do hereby certify that Krishna McVey, as President of MCCULLOUGH NEIGHBORHOOD ASSOCIATION, INC., a North Carolina non-profit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said company for the purpose stated herein and in the capacity indicated.

Witness my hand and official seal this the 19<sup>th</sup> day of September, 2024.

Sissy G. Eaton  
Notary Public

Print Name: Sissy G. Eaton



Commission Expires: 5-13-2029

**EXHIBIT A****Legal Description of Utility Easement Area**

Commencing at S.C.G.S. Monument "ONCLW6", said monument having North Carolina State Plane Coordinates of N:493,120.51 E:1,426,252.18 (NAD83/2011, CF: 0.99985203), thence with a bearing of S 38°10'36" E and a distance of 952.00' to a set rebar on the westerly margin of the right of way of Miller Rd (S.R. 3644), being the point of BEGINNING; thence following the margin thereof with a bearing of S 12°54'35" E and a distance of 24.74' to a point on the northerly margin of the 68' Duke R/W recorded in Deed Book 3108 Page 33; thence following the margin thereof with a bearing of N 84°05'29" W and a distance of 35.92' to a point; thence leaving said margin with a bearing of N 12°54'35" W and a distance of 25.33' to a point; thence with a bearing of S 83°12'27" E and a distance of 36.11' to a point; being the point of BEGINNING, having an area of 0.020 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.



**TOWN COUNCIL AGENDA ITEM**

**MEETING DATE: 10/8/2024**

Agenda Title/Category:	<b>New Business</b>		
Staff Contact/Presenter:	<b>Ryan Spitzer Linda Gaddy back up</b>		
Meets Strategic Initiative or Approved Plan:	<b>Yes</b>	<b>No</b>	If yes, list:
Background:	<b>Same Holidays as last year. For use internally ad officially closed days for offices. Mirrors The State Human resources calendar.</b>		
Discussion:			
Fiscal impact:	<b>None</b>		
Attachments:	<b>2025 Holiday Calendar.pdf</b>		
Recommended Motion to be made by Council:	<b>Approve the 2025 Town Holiday Calendar</b>		



## TOWN OF PINEVILLE

<b>2025 Holiday Schedule</b>		
<b>Holiday</b>	<b>Observance Date</b>	<b>Day of Week</b>
New Year's Day	January 1, 2025	Wednesday
Martin Luther King, Jr. Birthday	January 20, 2025	Monday
Good Friday	April 18, 2025	Friday
Memorial Day	May 26, 2025	Monday
Independence Day	July 4, 2025	Friday
Labor Day	September 1, 2025	Monday
Veterans Day	November 11, 2025	Tuesday
Thanksgiving	November 27 & 28, 2025	Thursday & Friday
Christmas	December 24, 25 & 26, 2025	Wednesday, Thursday & Friday



# PINEVILLE COMMUNICATION SYSTEMS

## INTERNET RESULTS FOR MONTH ENDING 9-30-2024

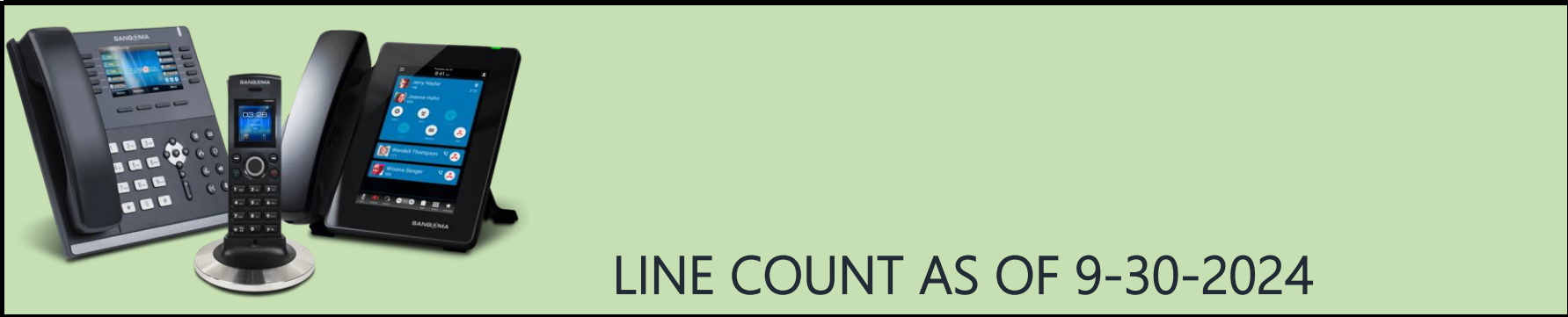
REVENUE AREA	MONTH ENDING 8-31-24	INSTALLS SOLD AND COMPLETED IN AUG.	DISCONNECTS TAKEN AND EXECUTED IN AUG.	MONTH ENDING 8-31-24	INSTALLS SOLD AND COMPLETED IN SEPT.	DISCONNECTS TAKEN AND EXECUTED IN SEPT.	MONTH ENDING 9-30-2024	SOLD IN SEPT ON SCHEDULE FOR INSTALLATION AFTER BILLING OR IN OCT	TOTAL INTERNET FOR MONTH ENDING 9-30-2024	TOTAL AS OF 9-30-2024
ILEC	572	9	-2	579	10	-1	588	1	589	589
CLEC	642	9	-10	641	8	-11	638	2	640	640
<b>TOTAL</b>	1214	18	-12	1220	18	-12	1226	3	<b>1229</b>	<b>1229</b>



## 100M to 1 GIG SPEED OFFERING TAKE RATE TO DATE

INTERNET RESULTS FOR MONTH ENDING 9-30-2024	Aug-24	Sep-24	SERVICE AREA	RES OR BUS	SPEED	NET GROWTH/LOSS FROM PREVIOUS MONTH
1229	218	216	CLEC	BUS	300M	1
	80	80	CLEC	BUS	600M	4
	208	208	CLEC	RES	1 GIG	-3
	7	7	CLEC	BUS	100M	0
	8	8	CLEC	BUS	1 GIG	0
	3	3	CLEC	BUS	200M	0
	3	3	CLEC	BUS	400M	0
	32	33	ILEC	BUS	100M	1
	4	5	ILEC	BUS	200M	1
	7	8	ILEC	BUS	400M	1
	24	24	ILEC	BUS	1 GIG	0
	138	137	ILEC	RES	1 GIG	-1
	232	236	ILEC	RES	300M	4
	45	47	ILEC	RES	600M	2
<b>TOTAL</b>	<b>1009</b>	<b>1015</b>				<b>10</b>
0.820992677						

*82% of our Internet subscribers now subscriber to 100M or higher*



## LINE COUNT AS OF 9-30-2024

	LINE COUNT MONTH ENDING 8-31-24	LINE COUNT MONTH ENDING 9-30-24	
<b>CLEC LINE COUNT</b>			
BUS	39	37	-2
RES	88	87	-1
<b>CLEC SUBTOTAL</b>	127	124	-3
<b>ILEC LINE COUNT</b>			
BUS	311	304	-7
RES	104	101	-3
<b>ILEC SUBTOTAL</b>	415	405	-10
<b>COMBINED LINE COUNT</b>	542	529	-13





## PUBLIC WORKS

# Department Update

To: Town Council

From: Chip Hill

Date: October 1, 2024

Re: **Public Works Updates**

**Huntley Glen:** Nest Homes is still in the process of securing the funds needed for completion. The developer was inquiring about how to submit storm drain as-builts for review and approval by Mecklenburg County.

**Chadwick Park:** All storm drainage CCTV items have been completed and recommended for acceptance by Town staff and the Engineer to be submitted to Mecklenburg County.

**Parkway Crossing:** Waiting on the NAASCO report verifying that the repairs have been completed.

**McCullough:** The Engineer is still waiting for the CCTV certification from the developer.

**Johnston Drive Alignment:** Council approved Sealand Phase II. Conduit for lighting should be completed around the middle of October depending on weather.

**Lynnwood/Lakeview:** The one year punch list completion review will be in October.

**Preston Park:** As-builts submitted to the County; however, CCTV reports with Engineer certification not included. The information from the Engineer has been requested.

**Fountain:** Construction is underway to completed remaining items and repair any damage that may have occurred during construction.

**Pavement Condition Survey:** The information for the field survey is currently being collected. We are waiting on the final report.

**Paving RFP:** The bids for the paving were received. The lowest bid was Red Clay in the amount of \$436,325.00.

**Main Street Crosswalks:** The Town gave LaBella notice to proceed. The field survey is scheduled for September 23<sup>rd</sup>.

**Sidewalks on S Polk:** The sidewalks will run on S Polk from the Sabal Point Apartments to Scrub & Scoot. The area is currently being surveyed and the Town staff and the engineer verify the location marked by the contractor for sidewalk location.

\*see attached spreadsheet of Easement Permits pending/issued



**PERMITS ISSUED/PENDING**

**COMPANY**

Fiscal Year 2025

**LOCATION**

**STATUS**

**PERMIT NO**

COMPANY	LOCATION	STATUS	PERMIT NO
Ashley Northup/AT&T	625 Eagleton Downs	Issued	PW20240812EAGLETONDOWNS625
Zach Pellicone/Charlotte Water	10112 Industrial Drive	Issued	PW20240807INDUSTRIAL10112
Paul Tatsis/PNG	307 College Street	Issued	PW20240729COLLEGE307
Ashley Northup/AT&T	10810 Park Crossing Dr	Issued	PW20240806PARKCROSSING10810
O'brien Walls/Charlotte Water	109 N Polk Street	Issued	PW20240731NPOLK109
AT&T/SourceOne/Rosita Villavicencio	12026 Carolina Logistics Drive	Pending	
AT&T/Ashley Northup	10901 Downs Rd	Canceled	



**Human Resources**

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

**To:** Ryan Spitzer, Town Manager  
Members of the Town Council  
**From:** Linda Gaddy  
**Date:** 10/2/2024  
**Re:** Human Resources Monthly Report

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Ryan,

Enclosed is the Human Resources Department Monthly Report for the month of September 2024.

**New Hires:**

**Ronnie Humphrey**, 911 Telecommunicator  
**Summer Lingerfelt**, 911 Telecommunicator

**Resignation/Termination:**

none

**Retirements:**

none

**Transfers:**

none

**Promotions:**

none

**Current Openings:**

**Police Officer:** 3 openings for lateral hires

**B.L.E.T. trainees**, one is attending the B.L.E.T. Fall session, beginning recruiting for January start

**911 Telecommunicator**, 1 opening, accepting applications

**Assistant Town Manager**, interviewing internal applicants

**Departmental Update:**

**Employee Appreciation and events:**

Planning for Fall events including Trunk or Treat and the annual Holiday party is underway, as well as a new way to recognize employees for outstanding achievements or “above and beyond” performance just launched. H.R. has partnered with our Communications Specialist on rolling these out and producing the first electronic version of the employee newsletter.



“Caught in the Act” is our chance to recognize our peers for going above and beyond or giving exemplary service to each other. It is a more public way of thanking our co-workers and encouraging recognition of acts of service. This will be an ongoing program. Submission forms and boxes have been placed in each department’s common area and can be submitted online as well. Recipients will receive a shout out in the employe newsletter, a certificate, and a gift card for lunch on us.

Trunk or Treat in conjunction with Parks & Rec is Friday 10/25 at 5:00 pm. Each department will decorate and staff a trunk, and compete for a prize for best decorated trunk. We expect an even larger attendance than the hundreds of children and their families that attended last year.

The Holiday Party is Friday Dec 20 at 11:00 am at Spare Time Entertainment. There will be an employee contest for ugliest sweater, lots of door prizes, arcade game play cards, party food, a cash bar for beer or wine, bowling on our private lanes, awarding of landmark years of service awards, recognition of employees “caught in the act” and more. *Please plan to join us!*

### **Performance Management:**

Annual performance reviews and goal setting that were completed in August for all employees (except sworn Police personnel who have their reviews on their anniversary dates) were translated into annual merit increases that were effective 9/4/2024. The next formal check-in of performance and goals will be the mid-year check-ins in January/February.

### **Safety:**

The Town is beginning the process of applying for Safety matching grants from the North Carolina League of Municipalities. If all requests are approved, the funds will help us improve safety and security in several of our departments.

Annual fire equipment and safety inspections are scheduled for early October. Every building, fire extinguisher, and AED unit will get a yearly inspection. This is in addition to the monthly building inspections that we conduct ourselves every month.

All non-essential personnel were instructed to stay home on Friday 9/27 during the storm and stay safe.

No incidents to report this month.

### **Recruiting:**

We are still seeking experienced Police Officers, and one more 911 Telecommunicator when we have a trainer available again. All trainers are occupied with training the most recent hires. We are interviewing internal interested candidates for Assistant Town Manager. All other departments are fully staffed.

### **Compensation Study:**

Work continues with Baker Tilly consultants who are completing a compensation study over the next few months. The Baker Tilly team has collected managers’ and H.R. input, collected market survey data, and analyzed job descriptions so far. They will review our pay plans and produce final recommendations. We expect to have their recommendations as well as a plan for the future by November/December.

**Benefits:**

All staff are receiving individualized Total Compensation Summaries that show the total value of all of the compensation and benefits that they receive. In addition to their base pay, many earn overtime, plus many valuable benefits that we provide, and very generous retirement matching. Not including training provided by their department. It adds up to often 30% to 55% on top of their base pay. This not a historical statement, but carefully calculated current picture of their total compensation to make their “hidden paycheck” visible.



**NEW PROGRAM**

**“Caught in the Act”**

Now you can “catch” your colleagues doing outstanding work and they get rewarded!

Here are some examples:

- Express appreciation for taking time to help you or another employee
- Recognize someone for a project well done
- Acknowledge them for a rough or tough situation/call
- Displaying role model worthy actions
- Project or team initiative and forward thinking
- Career achievements - certifications, trainings, education, etc.

*and so much more! If you think it deserves to be shared and recognized –*  
**SUBMIT IT!**

To recognize someone in your department or another, fill out the “Caught in the Act Submission Form” located in newly distributed HR submission inboxes at your department or the link below.

Submission collection deadlines will be the last Friday of each month.  
(subject to change based on holidays)

The colleague you are recognizing will receive

1. A shout-out in the HR Newsletter “the Pine Needle”
2. A certificate for being “caught in the act” and
3. A \$15 gift card for lunch!

**We're so excited to see all the ways our employees are amazing, hardworking and contributing to our town!**



Friday October 25  
**Trunk or Treat**  
Trunk or Treat 5:00-6:30 PM  
Hocus Pocus 2 begins at 6:45 PM



**FOOD TRUCKS, MOVIE, DJ, CANDY**  
PINEVILLE LAKE PARK  
1000 JOHNSTON DRIVE  
PINEVILLE NC 28134

Bring your blankets and lawn chairs  
for Hocus Pocus 2 at 6:45!



**Last year's  
winner...PCS**



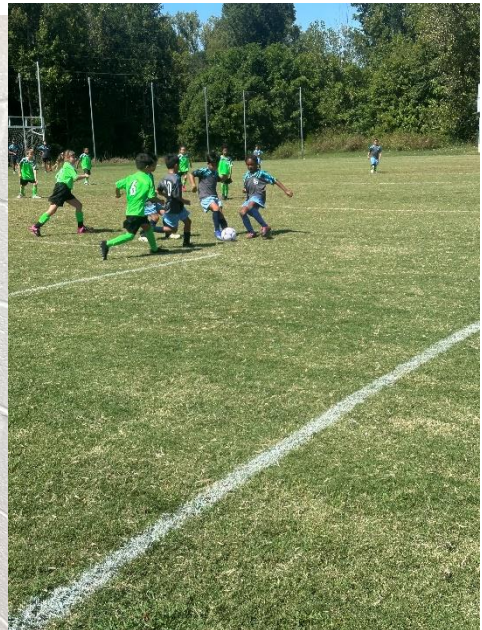




September

2024

Pineville Soccer was in full bloom as practices and games were held daily. Our adult basketball league competition amped up as teams began league games. Our 2<sup>nd</sup> Annual Pineville 4 Miler was a huge success, 149 registrants enjoyed a beautiful run on the Meck County greenway. We got bingo off and running again in September with 41 participants. Erin and Heather took 12 seniors to Hendersonville to enjoy Granddad's Apple Orchard. Music on Main had four concerts in September, really wonderful young artists. We were quite lucky with the hurricane and only had a few limbs to cleanup. We were fortunate to still host a full house at our Fall Yard Sale with all 18 spots booked.





September

2024





September

2024



## **General Programming – Belle Johnston**

**Pickleball:** Pickleball – Wednesday evenings, Saturday Mornings – 91 participants

**Karate:** They hold classes on Wednesdays. 40 participants

**Paint Class-** 9/16 – 12 participants

**Sound Bath Class** – 9/4, 9/18 – 12 participants

**Game Day Seniors** – 9/18 – 28 participants

**Summer Camp** – 2 weeks – 100 participants

**Cookie Decorating Class** – 9/5 – 10 participants

**Preschool Open Gym** – Wednesday Mornings – 43 participants

**Senior Drive Thru** – National Peanut Day – 9/13 – 57 participants

**Family Bingo Night** – 9/20 – 41 participants

**Culture Block Seniors** – Fridays – 78 participants

**Senior Field Trip** – Granddads Apples – Hendersonville – 9/25 – 12 participants

September

2024

## **Lake Park**

**Bootcamp with Lia** – Bootcamp meets 5:45am – 6:45am M/W/F in Lake Park. 78 participated

**Tai Chi** – Thursday evenings and Saturday mornings – 72 participants

**Storytime in the Park** – Wednesdays – 96 kids/78 adults

**Fitness Court Class** – 9/28 – 5

**Pineville 4 Miler** – 9/21 – 149 participants

**Community Yard Sale** – 9/28 – 18 participants

## **The Hut**

**Senior Fit** – Senior Fit takes place at the Hut M – Thursdays. 254 participants

**Yoga** – 51 participants

**Cardio Funk:** Lem holds class on Tuesdays at 6:30pm. 20 participants

**Mom and Me Fitness** – Friday Mornings – 4 participants

## **Facility Rentals**

**The Hut:** 2 Rentals

**The BJCC Dining Room:** 3 Rentals

**The BJCC Gym:** 0 rental

**Large Shelter:** 10 Rentals

**Medium Shelter:** 13 Rentals

**Tot Lot at Lake Park:** 5 Rentals

**Shelter 1 at JH:** 0 Rentals

**Shelter 2 at JH:** 0 Rentals

**Shelter 3 at JH:** 0 Rental



September

2024

## Jack Hughes

### **Youth Athletics**

Youth soccer practices continued in September. Games started on September 7<sup>th</sup>.

### **Adult Athletics**

Adult basketball games started on September 3<sup>rd</sup>. We play two nights a week. We have 8 teams this Fall.

### **Jack Hughes Tournaments/Special Events**

September 7-8: USSSA Tournament

September 14-15: USSSA Tournament

September 21-22: USSSA Tournament

September 28-29: Perfect Game Tournament

### **Baseball Field Usage**

On Deck continued their fall season on Fields 1 and 2 in September.

PCAA continued their fall season on Field 1, 2, and 4 in September.

### **Multipurpose Field Usage**

Pineville Soccer utilized Field 3 in September for practices and games.

Hope Soccer started their Fall season in September on field 3.

## Social Media

### **Facebook**

Post Reach: 3,893

Post Engagements: 792

New Page Likes: +9

Total Page Likes: 4,934

Total Page Followers: 6,113

### **Instagram**

New Followers: +62

Total Followers: 2,744

## Park Maintenance Update

### Belle Johnston/ Lake Park

Daily Park check

Cut weekly

Sprayed weeds as needed

Monthly Building Inspections

Storm Cleanup

September

2024

Aerated, seeded, and fertilized park  
Irrigation Assessment Stage

**The Hut**

Trimmed shrubbery  
Cut weekly  
Aerated seeded and fertilized  
Fire ant control  
Trash removal

**Cemetery**

Cut weekly  
Removed limbs as needed

**Dog Park**

Limb removal as needed  
Cut as needed

**Jack Hughes**

Weekly cutting  
Daily field prep  
Paint soccer lines weekly  
Weekly tournament prep  
Irrigation assessment  
Fire ant control  
Aerated seeded and fertilized all common areas

**Town Hall**

Irrigation assessment  
Repair irrigation zone 4  
Daily Check/trash removal

**Pineville Memorial**

Irrigation assessment

**Dog Park**

Limb removal as needed  
Daily Check



September

2024

Upcoming Events



**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**

September

2024





September

2024



**2024 PINEVILLE FALL FEST**  
**CHILDREN'S HALLOWEEN COSTUME CONTEST**  
AGE GROUPS: 0-5, 6-9, 10-13  
**FRIDAY, OCTOBER 18**  
**8:30PM**  
REGISTER UNDER THE PARKS AND RECREATION INFORMATION TENT BY 7:45PM

The poster features a dark orange background with a large yellow moon in the center. Silhouettes of bare trees, a haunted house, a witch's hat, and pumpkins are scattered around the text. The text is in bold, white and purple fonts.



**PINEVILLE FALL FEST**  
**PIE EATING CONTEST**  
**19 | OCT. | 2:30 PM**  
2 Age Groups - 12 & under/ 13 & up  
REGISTER AT THE INFORMATION TENT

The poster has a bright yellow background with colorful confetti and a string of triangular bunting flags. A large, detailed illustration of a lattice-top pie is on the left. The text is in bold, blue and red fonts.

September

2024



**PINEVILLE FALL FEST**

**6th ANNUAL**

*Chili*  
COOK-OFF

**SATURDAY, OCTOBER 19, 2024**  
**Starts at 4:30PM**

**REGISTER ONLINE**  
**pinevillenc.gov or use the QR code**  
**704-889-2400**







# PINEVILLE POLICE DEPARTMENT

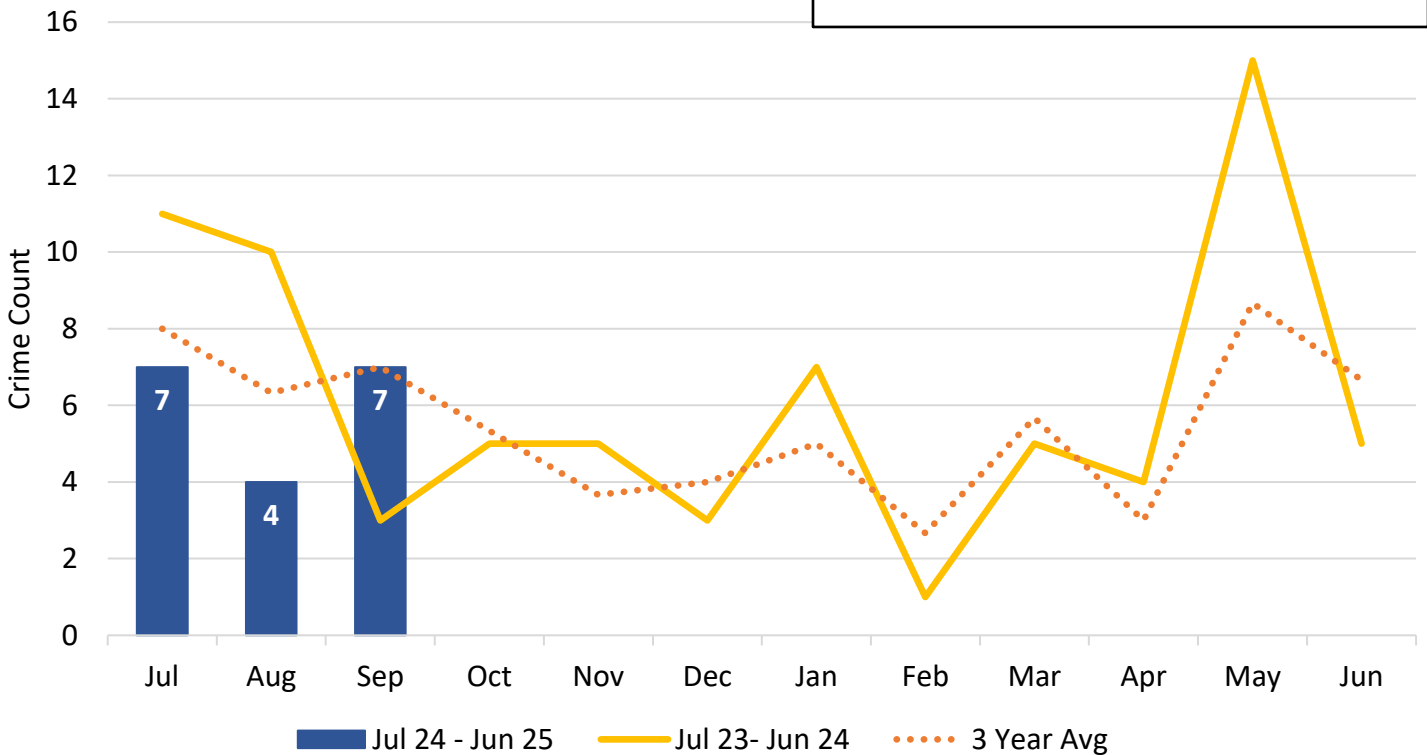
## MONTHLY REPORT September 2024

### Crime Goals

Below is the evaluation of the police department’s crime goals. Goals are measured for 12 months based on the fiscal year. For the year of July 2024 – June 2025, the goal is to reduce violent crime and reduce all crime by 5%.

#### Goal #1: Violent Crime

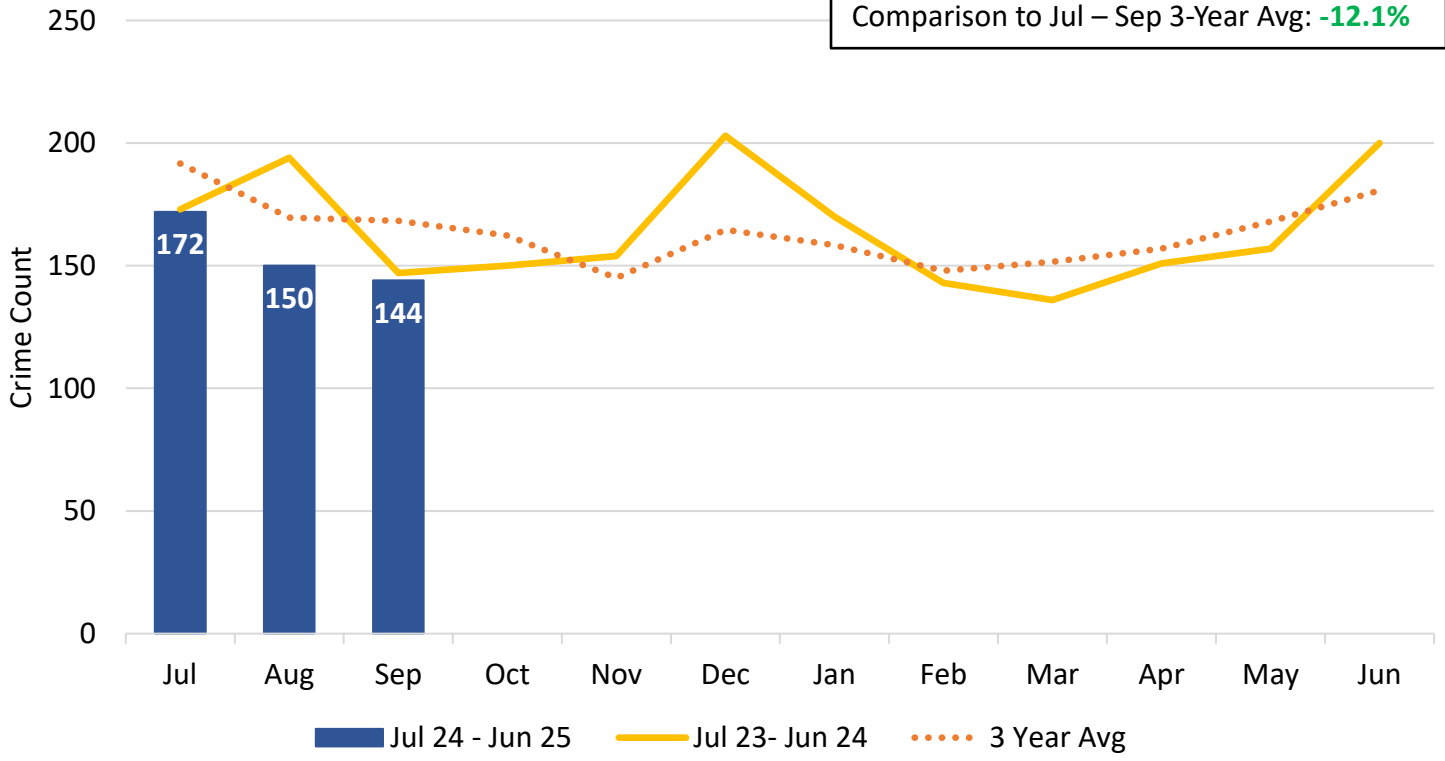
Comparison to Jul – Sep 23: **-25%**  
Comparison to Jul – Sep 3-Year Avg: **-14.3%**



\* data pulled from RMS; unfounded removed

### Goal #1: Group A Crimes

**Goal: -5%**  
Comparison to Jul – Sep 23: **-9.3%**  
Comparison to Jul – Sep 3-Year Avg: **-12.1%**



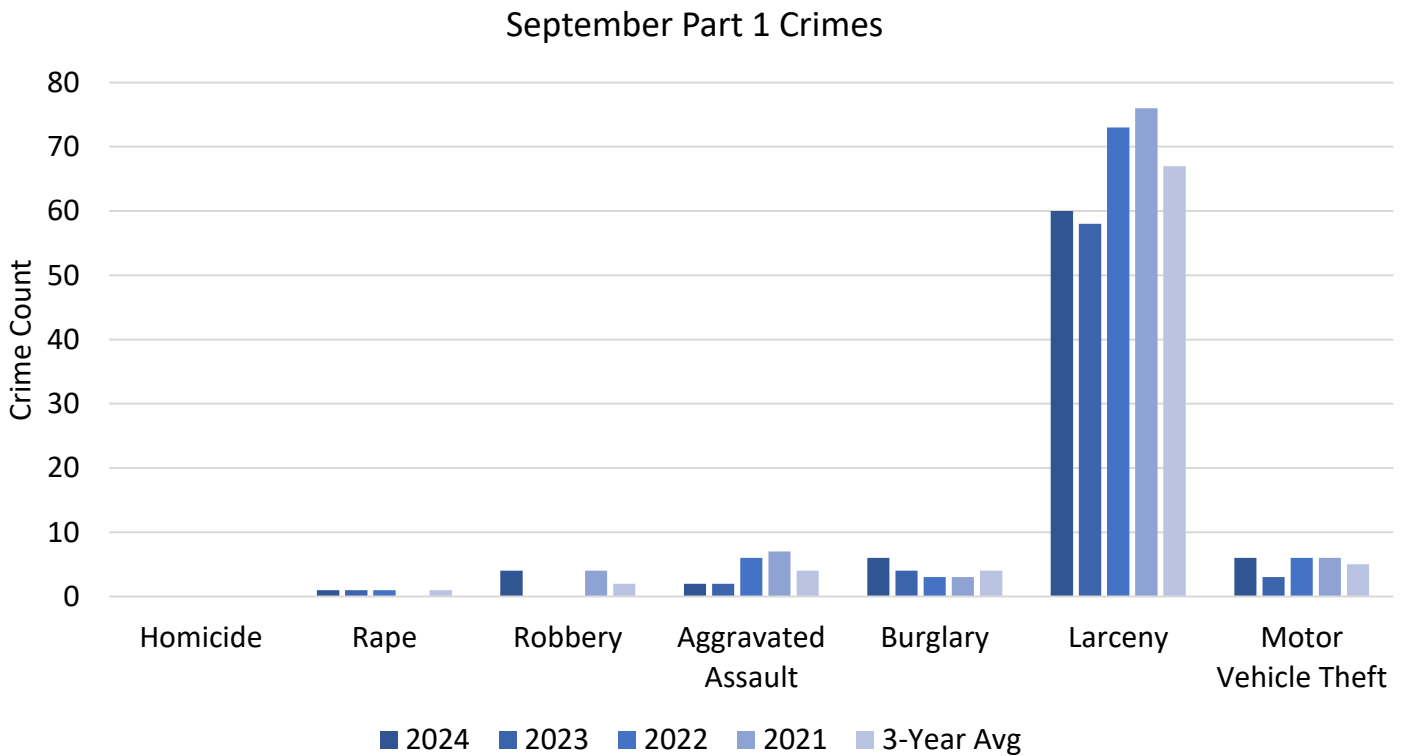


## Monthly Crime Statistics

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

September Crime Statistics Part 1 Offenses						
	2024	2023	2022	2021	3-year average (2021-2023)	ETJ
<b>Homicide</b>	0	0	0	0	0	0
<b>Rape</b>	1	1	1	0	1	0
<b>Robbery</b>	4	0	0	4	2	0
<b>Aggravated Assault</b>	2	2	6	7	4	0
<b>Burglary</b>	6	4	3	3	4	0
<b>Larceny</b>	60	58	73	76	67	0
<b>Motor Vehicle Theft</b>	6	3	6	6	5	0

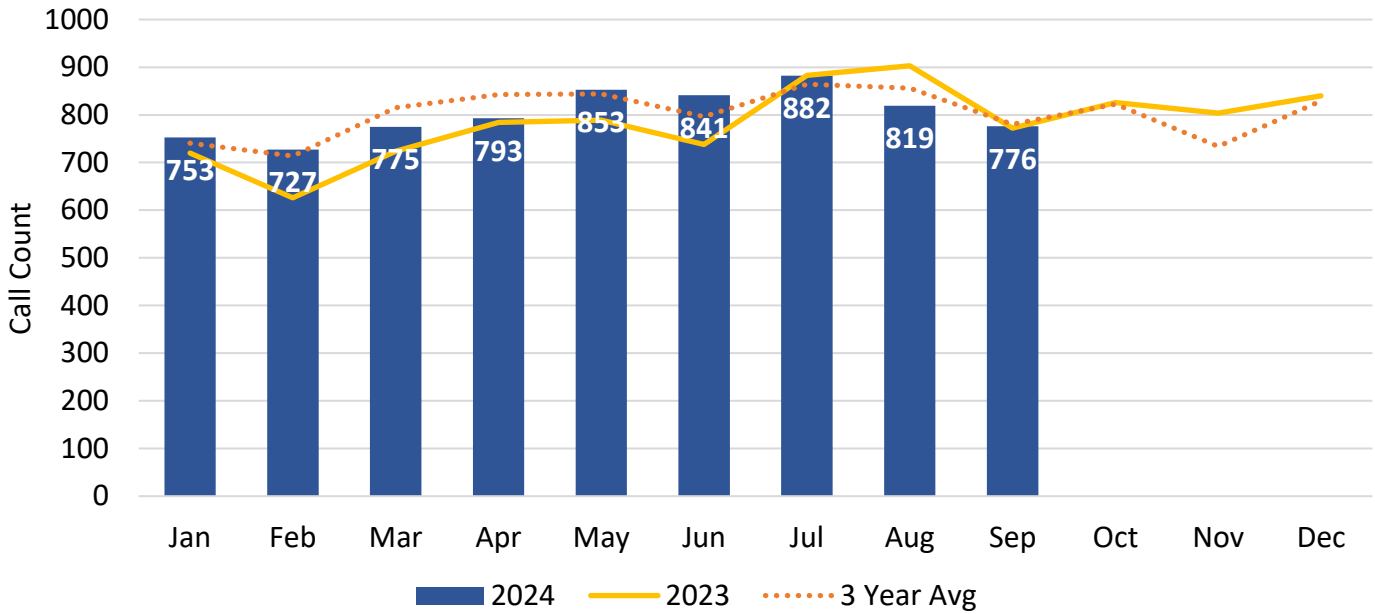
\* ETJ statistics included in total number of offenses



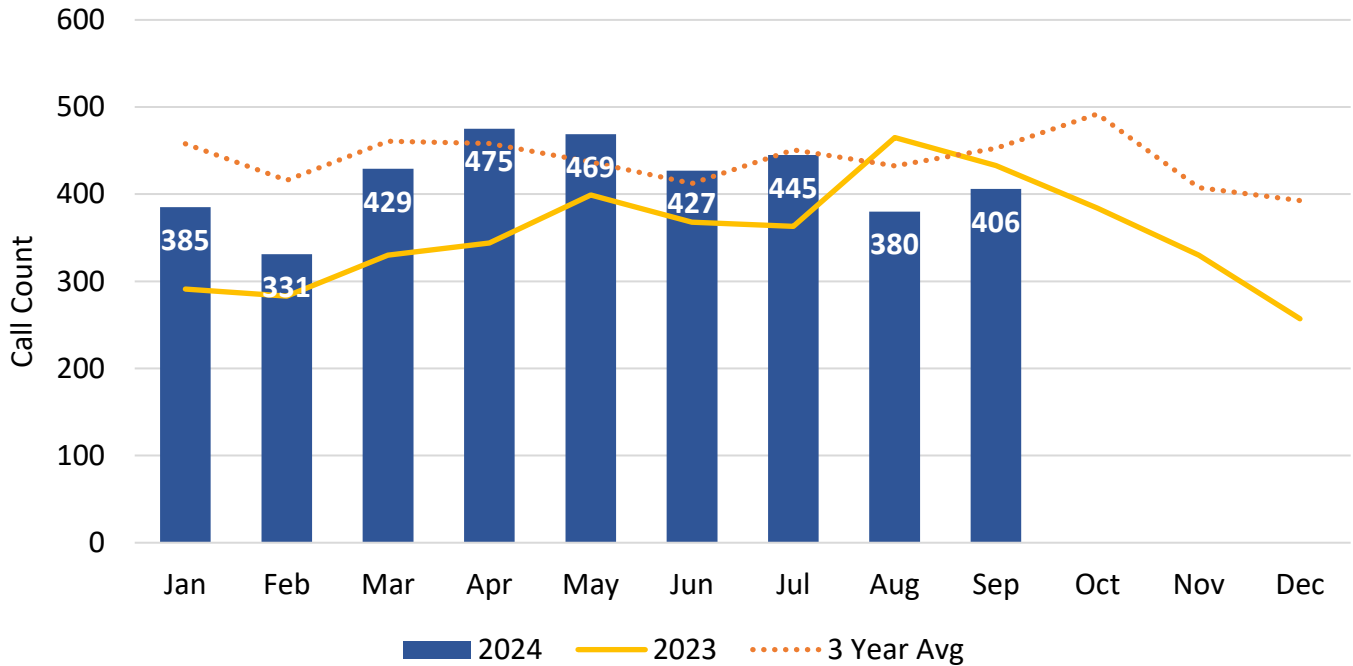
### Calls for Service

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

#### Citizen-Generated Calls for Service



#### Officer-Generated Calls for Service



\*zone checks and foot patrols removed



## September Traffic Enforcement

### Traffic Enforcement Type and Dispositions

Enforcement	Count
Traffic Stop	227
Citation Issued	90
Warning	124
Report Taken	3

\*Officer-generated traffic stops; unfounded removed

### Locations of Traffic Enforcement

Street Name	Count
PINEVILLE-MATTHEWS RD	60
POLK ST	33
MAIN ST	27
CAROLINA PLACE PKY	17
PARK RD	13
LEE ST	9
DORMAN RD	4
I-485 OUTER HWY	4
LANCASTER HWY	3
DOWNS CIR	3
BLUE HERON DR	3
PINEVILLE RD	3
SABAL PARK DR	3
INDUSTRIAL DR	3
ROCK HILL-PINEVILLE RD	2
PARK AVE	2
MILLER ST	2
FRANKLIN ST	2
DOWNS RD	2
DOVER ST	2
JOHNSTON DR	2
MEADOW CREEK LN	2
LOWRY ST	2
CENTRUM PKY	1
CRANFORD DR	1
SAM MEEKS RD	1
LEITNER DR	1
PINEVILLE FOREST DR	1
WINDY PINES WAY	1
LAKEVIEW DR	1
COMMERCE DR	1
WILGROVE-MINT HILL RD	1

EAGLETON DOWNS DR	1
CEDAR PARK DR	1
CONE AVE	1
KETTERING DR	1
MUSKERRY DR	1
COLLEGE ST	1
NATIONS FORD RD	1
I-485 INNER HWY	1
OAKBROOK DR	1
TOWNE CENTRE BLVD	1
OAKLEY AVE	1
WILLOW RIDGE RD	1
OLIVE ST	1
JUANITA DR	1
CADILLAC ST	1
<b>Grand Total</b>	<b>227</b>

\*based on location of stop in CAD

## **September Community Engagement**

- 9/4 Pineville Neighbors produce drive
- 9/6 Meeting with Mall security
- 9/7 Joy Freedom Walk event
- 9/9 Chiefs advisory committee meeting
- 9/11 Chamber of Commerce meeting
- 9/11 Calendar Picture at PD
- 9/12 Fall Fest meeting
- 9/18 Meeting at Davidson PD for Grant
- 9/19 Walkabout
- 9/21 Hiring testing event
- 9/24 Yearly radiation alarm with CSI
- 9/24 Youth event with Pineville Library
- 9/24 Curriculum event with Pineville Elementary
- 9/24 Car seat event with CMPD
- 9/25 Co-responder meeting with Cornelius, and Matthews
- 9/25 Monthly Safety Meeting
- 9/26 Facebook Live
- 9/27 South Towns CIT meeting
- 9/27 Meeting for shed to be built in back lot area
- Working on National Night Out, Co-responder Grant and Citizens Academy
- Liaison with apartment complexes, hotels and HOA's
- Running Social Media Facebook, Instagram, X, and Ring



# Department Update



**To:** Town Council

**From:** Travis Morgan

**Date:** 10/8/2024

**Re:** Town Planning Updates

## PLANNING:

**8336 Pineville-Matthews:** Aspen Dental building near completion

**South Polk/Lancaster Hwy:** Sidewalk notice to proceed to begin project soon

## CODE ENFORCEMENT:

<p><b>Prohibited Parking:</b> 404 main 11715 carolina place</p> <p><b>Grass:</b> 11235 carolina place 10201 sam mees 11215 carolina place 918 lakeview 9530 P-M 106 marine 11715 carolina place 1108 lakeview 907 cone 10915 carolina place 2323 glenway trail</p>	<p><b>ADU:</b> 1005 cone</p> <p><b>Community Appearance/Junk Vehicle:</b> 907 cone 2323 glenway trail 10222 Johnston Rd 11307 treebark 11313 treebark 310 main 9925 park cedar 11319 treebark 412 james POD 10701 copperfield 9925 park cedar</p> <p><b>Trash Can:</b> 2323 glenway trail</p>	<p><b>Parking on the lawn:</b> 2001 lakeview 918 lakeview 209 lowry</p> <p><b>Temp Permit:</b> <b>602 n polk</b></p> <p><b>Site Plan:</b></p> <p><b>Debris in Street:</b></p> <p><b>Dumpster:</b> 504 N Polk</p> <p><b>Minimum Housing:</b> 408 Fisher</p> <p><b>Yard Waste:</b> <b>9940 P-M</b></p> <p><b>Obstructions &amp; Restrictions:</b> 11207 Founders Park</p> <p><b>Automobile Sales/Repair:</b> 11207 Founders Park</p> <p><b>Signs:</b> 10416 centrum(vehicle) 12744 Lanaster Hy 710 main 8500 P-M 321 S Polk A</p>
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# November

# 2024

*A small town with big ideas!*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 Turn Clocks Back One Hour at Bedtime
3	4	5	6	7	8	9
10	11 Veterans Day Holiday 	12 Town Council 6:30 pm	13	14	15 Chris McDonough's Birthday	16
17	18	19	20	21	22	23
24	25 Work Session 6:00 pm	26	27	28 Thanksgiving Holiday 	29 Thanksgiving Holiday	30

**Town Hall**  
**505 Main Street**  
**Pineville, NC 28134**

