



AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag (*CM*)

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. Minutes of the November 12, 2024 Town Council meeting and the November 25, 2024 Work Session.

AWARDS AND RECOGNITION - *None*

BOARD UPDATES

2. COG (*Amelia Stinson-Wesley*)

CONSENT AGENDA

3. Board Appointment to Centralina Regional Council

PUBLIC COMMENT

PUBLIC HEARING

4. Nazarene Church Parking Text Amendment (*Travis Morgan*)
5. 100-Housing Units Text Amendment (*Travis Morgan*)

OLD BUSINESS

6. Cone Mill PSA (*Ryan Spitzer*) - **ACTION ITEM**

NEW BUSINESS

- [7.](#) Nazarene Church Parking Text Amendment (*Travis Morgan*) - **ACTION ITEM**
- [8.](#) Award Purchase of Distribution of Transformers (*David Lucore*) - **ACTION ITEM**
- [9.](#) 100-Housing Units Text Amendment (*Travis Morgan*) - **ACTION ITEM**
- [10.](#) Baker Tilly Pay Plan (*Ryan Spitzer*) - **ACTION ITEM**
- [11.](#) Approve 2025 Meetings Schedule (*Ryan Spitzer*) - **ACTION ITEM**

MANAGER'S REPORT

MONTHLY STAFF REPORTS

- [12.](#) Hazard Mitigation Report
- [13.](#) Public Works
 - HR
 - Parks & Rec
 - Police
 - Planning & Zoning
 - PCS

CALENDAR(S) FOR COUNCIL

- [14.](#) January

CLOSED SESSION - *None*

ADJOURN

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



TOWN COUNCIL REGULAR MEETING
TOWN HALL COUNCIL CHAMBERS
TUESDAY, NOVEMBER 12, 2024, AT 6:30 PM

MINUTES

CALL TO ORDER

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

Mayor: David Phillips
 Council Members: Amelia Stinson-Wesley, Chris McDonough, Danielle Moore
 Town Manager: Ryan Spitzer
 Town Clerk: Lisa Snyder
 Town Attorney: Janelle Lyons
 Absent: Mayor Pro Tem Ed Samaha

PLEDGE ALLEGIANCE TO THE FLAG

Mayor David Phillips led everyone in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor David Phillips asked for a moment of silence and asked everyone to remember lifelong resident, Chip Eaker, who passed away unexpectedly recently, and another resident, Jay Eller, passed away last night, and also our first responders.

ADOPTION OF AGENDA

Mayor Phillips announced that we need to add one item to the Agenda which is the Award of purchase of materials for the substation construction presented by Electricities Director, David Lucore, which will become Item #6, and to move the COG Board Report to the December Council Meeting so that handout materials are available. Council Member Stinson-Wesley made a motion to adopt the agenda with said adjustments and a second was made by Council Member Moore. All ayes. **(Approved 3-0)**.

APPROVAL OF MINUTES

The Minutes of the Town Council meeting on October 8, 2024, and the October 28, 2024, Work Session were submitted for approval. Council Member McDonough moved to approve the minutes as presented with a second made by Council Member Moore. All Ayes. **(Approved 3-0)**

AWARDS AND RECOGNITION

There were no awards or recognition at this meeting.

BOARD REPORT

The COG Board Report will be provided at the December Town Council meeting so that handouts are available.

CONSENT AGENDA

The Consent Agenda consisted of two items for approval: Resolution 2024-19 for Surplus Items and the Closed Session Minutes for the September 23, 2024, meeting (sealed). Council Member Moore moved to approve the Consent Agenda with a second made by Council Member Stinson-Wesley. (**Approved 3-0**)

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARING

Mayor Phillips announced that anyone wanting to speak at the Public Hearing approach the podium and state their name in case we need to get back to them and answer their questions.

Cone Mill. Council Member Moore moved to open the Public Hearing with a second provided by Council Member Stinson-Wesley. Town Manager Spitzer said that this is the public hearing for the Cone Mill PSA in which Council approved last month. In that PSA it is stated that a public hearing must be held within 45 days from the day they voted on the PSA. The PSA starts a timeline of the milestones. He added that this is a \$5 million project. The buyer is slated to purchase the property for \$5 million dollars. The appraised price is \$4 million dollars. The builder has up to 165 townhomes that they're approved to build in addition to commercial space. The closing date is not to exceed thirty months. The applicant has to submit a new Brownfields document to the State. This may take nine to fifteen months to accomplish.

Mr. Spitzer further explained the concept plan for the Cone Mill, which will include green space near the parking area. Ninety (90) spaces of that will be reserved for downtown parking. This project will consist of more parking than what is required in our zoning requirements. Architectural renderings have to be approved by the Planning & Zoning Department before they are built. Currently, all of the townhomes are a For Sale product, however, if the developer changes some of the homes to be for rent, it will require ten percent of the 165 townhomes. There is a six-foot fence along the property boundary and joint property owners. The development will have private trash. They will reuse the smokestack and possibly relocate the water tower. After the Brownfields are obtained, it will be about fifteen months to get county permitting which is why we have a closing date of May 1st. Mayor Phillips asked when the traffic study will be done. Mr. Spitzer replied that it would be done after the permitting is done and brought back to Council for review and discussion.

Melissa Davis, Pineville resident, spoke and stated that she did not want townhomes and more traffic. She asked who will monitor the percentage of rentals. Mr. Spitzer said that the property owners would have to sell the house and be purchased by someone who will turn around and put it up for rent. During the first year, they cannot rent it out, after that one-year mark, they're not in control of that. Mrs. Davis asked what the Town invested in the property. She thought it was about \$5 million dollars. Mr. Spitzer replied that it came to just under \$4 million dollars.

Al Baskins, Pineville resident, said that there was a petition circulated and signed by over one thousand residents who opposed the townhomes or apartments going in there. He feels that all of the property in question are not Brownfields, only a portion of that area are. He added that he feels we have a traffic problem in Pineville.

Attorney Janelle Lyons said that those who want to speak must speak one at a time and please state your name. Council is ever changing, and one council member may make decisions that another council member may not feel the same way about. They also have the right to change their minds and consider new developments. In addition, there are also HOA requirements to consider, in addition to covenants and other restrictions.

Yvette Isaacs, Pineville resident, agreed with what Mrs. Stout said and added that she prefers more commercial for this area, places to eat, shop and play. She would also like to see more brick, not painted, which often gets discolored over time if not maintained. She asked what the price range will be of these townhomes. Mr. Visconti replied they will be from \$450,000 up to the upper \$500,000's and you can see the product in Ballantyne.

Debbie Brown, Pineville resident said that she had different issues as she watches dump trucks go by her house every morning. She was under the impression that a memorial park was going to be placed there. Mr. Spitzer answered that the price tag for the memorial was approximately \$550,000 and Council decided to not go forward, however, the land was still

town-owned and reserved for a park and open space. Ms. Brown feels that the Public Works offices and building should go there.

Jacob Hill, Pineville resident, asked if property values would increase. Mr. Spitzer replied that it could go up or down depending on the market. Countywide, taxes are going up everywhere. Mr. Hill added that traffic is a big problem and is a logistical nightmare. He would prefer to see no homes, but rather, something for everyone to enjoy.

Laura Stout, Pineville resident, said that she doesn't want to see more traffic, and the addition of 165 townhomes is going to create more traffic. Her neighborhood was built around the Mill and she lives in a mill house. It's unique and we should honor that. This is the best plan she has seen so far but not the right plan.

Judy Thompson-Phillips, Pineville resident, said that the traffic is already bad. Council should think of the quality of life here.

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

OLD BUSINESS

There was no old business.

NEW BUSINESS

Award to Purchase Materials for substation construction (David Lucore). Mr. Lucore requests approval to purchase the materials for the substation construction. Formal bids were solicited and he has a bid summary and recommendations for those bids. The total amount for these items is for \$2 million dollars and only spent out as the materials are delivered. The lead times on the majority of these items are long and money wouldn't be spent for some time (26 to 60 weeks) after the order is placed. This should be for the majority of the materials. All items come with a warranty.

GMP (Guaranteed Maximum Price) for Fire Department (Ryan Spitzer). Town Manager Spitzer said that Edifice did bid out the project for \$14,467,644 which came in just under the estimate. GMP means that the price without add-on work will be \$14.46 million dollars. If anything under the \$14.46 million Edifice will share in those savings on a prorated basis, and anything over will be the responsibility of Edifice. We are going out for a loan for \$16.5 million dollars. The other \$1.5 million is for signal work that will have to take place out onto N. Polk Street so the traffic will stop for the fire apparatus, and furniture and fixtures. There's an amendment to the contract with Edifice for prework for \$90,000 but you'll see the \$14.4 million is on top of that for the full scope of work. All ayes. **(Approved 3-0)**

Final Findings Resolution (Chris Tucker). Finance Director, Chris Tucker, said that we are ready to move forward with the \$16.5 million dollar contract which has been reviewed several times in the past few months. This Final Resolution states that we're accepting Webster's proposal and we're using this building as collateral for that. This is the final piece before going to the LGC on December 3rd. The LGC is waiting for Council's approval then we're on the calendar for December 17th closing. We got our audit done early and on time. Council Member Stinson-Wesley asked if we are held harmless to any rate changes, to which Mr. Tucker replied, we agreed to the approved proposal and are locked in. Council Member McDonough moved to approve the Final Findings Resolution followed by Council Member Moore providing a second. All ayes. **(Approved 3-0)**

Cone Mill PSA (Ryan Spitzer). Mayor Phillips said that after additional discussion with Council we have decided to table the vote until our December 10th meeting to allow further discussion and questions. Council Member Stinson-Wesley moved to table this action item until December 10th with a second made by Council Member Moore. All ayes. **(Approved 3-0)**

MANAGER'S REPORT

Town Manager Spitzer sent Council a spreadsheet of projects that have been done with completion dates and costs as requested by Council Member Moore. The fountain will finally be complete by December 1st and operational for our tree-lighting. On Monday, December 2nd, the Fire Department will have their groundbreaking with details on the Town's website.

The public is invited to the groundbreaking itself. The Christmas Tree Lighting is scheduled for Thursday, December 5th from 5:00 to 6:30 pm. We are looking at a scheduled road closure this Friday, November 15th from 8:00 pm and 12:00 am at Carolina Place Parkway.

ADJOURNMENT

Council Member Stinson-Wesley made a motion to adjourn followed by a second made by Council Member Moore. All ayes. The meeting was adjourned at 8:00 pm.

David Phillips, Mayor

ATTEST: _____
Lisa Snyder, Town Clerk



**WORK SESSION MINUTES
MONDAY, NOVEMBER 25, 2024 @ 6:00 PM
TOWN HALL COUNCIL CHAMBERS**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday, November 25, 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
 HR Director: Linda Gaddy

CALL TO ORDER

Mayor David Phillips called the meeting to order at 6:07 p.m.

DISCUSSION ITEMS:

Audit Presentation. Finance Director, Chris Tucker, introduced Beau Hildebrand, with Martin Starnes & Associates. Local governments are required to have their accounts audited by a CPA or CPA firm after the close of the fiscal year. Mr. Hildebrand gave the audit presentation and advised that it was approved by the LGC. He began with the Fund Balance and stated that the total fund balance is \$23,939,894 minus leases and stabilization by state statute; the Available Fund Balance is \$22,040,497. Mr. Hildebrand outlined the Expenditures/Expenses and noted that Public Safety is the largest expenditure. There were no performance indicators or concerns this year. Finance Director Chris Tucker summarized and noted that our Fund Balance policy was 40%. The new range is 24 to 32% and we are above that at 112% so we can go forward on future projects.

Pineville Church of the Nazarene. Planning Director, Travis Morgan, said that the applicant, Brian Upton, requests consideration for a conditional zoning plan to reduce the parking requirements related to an expansion project. The ordinance allows for up to 50% of parking to be located off site with a shared parking agreement. He met with the Planning Board recently and they recommended the 1-400 parking calculation. This will be unilateral for all churches in the Town. Staff recommends the proposal and finds that it is consistent with adopted plans. The next step will be the public hearing.

Pay Plan Presentation. Sarah Towne, with Baker Tilly, gave the presentation to Council. She added that the plan measures the position, not the individual. Nine compensable factors were provided: Education, Experience, Level of

work, Human interaction, Physical demands, Working conditions, Independence of actions, Impact on the organization, and Supervision exercised. Ten peer organizations included Charlotte, Cornelius, Matthews, and other area municipalities. Their draft pay plan is aligned to 95% of market at the midpoints and pending Council’s approval. In total, 51 unique positions were classified to a grade in the proposed pay plan based on market midpoints. From there, grade assignments were adjusted, as necessary, to account for existing equity, career progressions, grade compression, job evaluation and supervisor-subordinate separation. Baker Tilly recommended the approval of the open plan for General positions and the proposed step plan for police sworn positions. Baker Tilly will help Human Resources with transitioning the new policies. Ms. Towne also suggested reviewing these routinely and adjusting pay structures annually.

Cone Mill PSA. Town Manager Spitzer reminded everyone that this is a continuation of the November council meeting. Some adjustments were made per Council’s request and have been approved by Mr. Morgan, our Planning Director. Jon Visconti was in attendance to answer any questions. Council Member Stinson-Wesley asked if consideration was given for workforce housing. Mr. Visconti replied that he is looking at that and suggesting making five to ten of the units available with a minimum income requirement of \$75,000. The units would be 18-foot wide and have a one-car garage. Other homes will be for sale with 10% being restricted of living there one year before being allowed to place them for rent. The parking will be dedicated, cut-out, on-street parking.

Text Amendment for 100 Housing Units. Planning Director Morgan requested that the subdivision and zoning ordinances have the wording “lots” replaced with “units.” This proposal is to clarify and update those ordinances. The Planning Board recently recommended the approval of the “units” language under Section 6.2 of the Subdivision ordinance and 6.5.25 of the Zoning ordinance. He would like them to be in alignment.

Mayor Phillips announced a five-minute break before entering a closed session.

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

Council Member Stinson-Wesley moved to leave Closed Session with a second provided by Council Member Moore. All ayes.

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

The Mayor adjourned the meeting at 8:45 pm.

David Phillips, Mayor

ATTEST:

Lisa Snyder, Town Clerk



Annual Report Summary

FY2024 (July 1, 2023 – June 30, 2024)

Item 2.

The following is a look into our achievements over the past fiscal year and how we've worked to fulfill our mission and commitment to collaboration, connection, service and innovation. We selected five initiatives to highlight that showcase our impact across three levels: regional coordination, support to local governments and innovative service delivery to individuals. To learn more, watch the accompanying video at www.Centralina.org.

1

Relationships: Centralina Turns 55

Centralina celebrated 55 years of service to the region by hosting an in-person commemoration event and embarking on a regional road trip to visit local governments. The goal was to strengthen relationships by listening to the needs of our members and visiting the places that make their communities shine. We met with 40 communities during the road trip extravaganza and welcomed new members – the towns of Peachland and China Grove.

2

Support: Building Local Government Capacity

Last year over 200 local government professionals attended eight Centralina Learns events. In addition, Centralina provided 35 local governments and partner organizations with technical services such as strategic planning & facilitation, HR assistance, grant support, housing & community development and planning assistance. To address the needs of our smaller communities, we established the Small Towns Thrive initiative, winner of the 2024 National Association of Regional Councils leadership and achievement award.

3

Collaboration: Stewarding Regional Resilience

To build regional resilience and address the local impacts of climate pollution, Centralina developed the region's first climate plan that covers 13 counties and two states. The Centralina Regional Resilience Collaborative concluded its work with county emergency management and city leaders and as a result, draft Pre-Disaster Recovery Plans are pending in 11 local governments. We also took part in a statewide effort to train local government officials on how to respond and recover from natural disasters.

4

Innovation: The Future of Aging

As our region continues to see growth in our older adult population, supporting aging innovation through person-centered services is a critical priority. Last year we administered over \$14 million in public funding to 27 aging service providers to support home and community-based services.

5

Engagement: Federal Partners

As a non-partisan organization, Centralina works with federal policy makers and leaders to advocate for regional issues and funding. Last year, we secured support from House and Senate members for five federal grant applications and held over a dozen briefings with legislative staff. We also focused on building bi-partisan relationships with member engagement opportunities, such as our women in government lunch and the newly elected leaders breakfast.

By the Numbers

We deliver direct health, aging and workforce services to individuals and businesses to create new opportunities and improve quality of life. Examples of our work over the past fiscal year:

Aging Services

- 13,549 boxes of produce & groceries provided
- 44 workshops with 400 participants
- 14 webinars hosted with 1,522 participants & 469 post-event views
- 7,856 hours of respite provided to caregivers
- 586 Ombudsman facility visits

Workforce Services

- 1,575 employers served with 22,051 services
- 19,750 career seekers served through NCWorks Career Centers
- 19,750 job referrals
- 65 sponsored adult & youth job seeker work experiences
- 24 on-the-job training partnerships with local employers

Regional & Community Impact

We address area-wide issues and opportunities by offering planning, coordination, advocacy and technical assistance services. Our neutral platform and regional framework allow local leaders to work together to create holistic solutions that will advance our region.

- 92% or 76 FY24 workplan tactics were completed or initiated
- 14 local governments received ARPA fund administration support
- 146 individuals participated in regional networking & learning events
- Led 11 convenings, 4 peer-to-peer sessions, 7 trainings & workshops under the Small Towns Thrive initiative
- Held 61 regional meetings held to support planning or implementation of CONNECT Beyond, Regional Economic Development Strategy & the four-year Area Aging Plan
- Coordinated and led 29 meetings to shape regional climate and resilience activities
- Engaged 40+ individuals from 5 counties in Disaster Recovery Financial Administration training

Financial Report: Revenue Over Expenses \$48,420

Centralina's revenue from all sources exceeded \$25 million during the fiscal year ending June 30, 2024. The following shows the primary revenues by source and expenditures by program.

REVENUE

Intergovernmental (80.25%)	\$20,839,614
Workforce Passthrough (8.46%)	\$2,197,201
Technical Assistance (5.09%)	\$1,322,488
Membership Dues (3.62%)	\$938,972
Program & Other Revenue (2.58%)	\$670,531

TOTAL REVENUE (100%) \$25,968,806

EXPENDITURES

Human Services (72.36%)	\$18,756,435
Workforce Development (12%)	\$3,111,618
Economic & Physical Dev (5.26%)	\$1,364,222
General Government (4.37%)	\$1,130,127
Transportation (3.83%)	\$992,600
Environmental Protection (2.18%)	\$565,384

TOTAL EXPENDITURES (100%) \$25,920,386





Centralina Board of Delegates

Board of Delegates Key Facts & Responsibilities

- **Who?** Each member government appoints an elected official to serve on the Board of Delegates and another elected official to serve as an Alternate to attend meetings in the Delegate's absence.
- **Why?** The Board of Delegates is the governing and decision-making body for Centralina. The Board approves the organization's policies, budget, and goals.
- **When?** The Board of Delegates meets four times per year in February, May, August, and October.
- **Leadership:** The Board of Delegates elects officers from the Board's membership to serve as Chair, Vice Chair, Secretary, and Treasurer. The Board of Delegates also appoints members to serve on the Executive Board. These appointments are made at the February meeting.
- **Subcommittees:** The current subcommittees of the Board are the Finance Committee and the Strategic Plan Subcommittee.

Delegate Roles and Expectations

When selecting a Delegate and Alternate, member governments are encouraged to consider the following roles and expectations. Please also identify potential scheduling conflicts that may prevent elected officials from regularly attending Board of Delegates meetings.

- **Decision Maker:** Approve an annual budget, member dues assessment, Bylaws amendments, federal action agenda and state engagement plan;
- **Advisor:** Identify opportunities for the region to work together more effectively, efficiently, and affordably;
- **Connector:** Serve as the communication link to the member government on Centralina issues and services;
- **Champion:** Communicate the value of Centralina and regional cooperation; and
- **Representative:** Serve on Standing or Ad Hoc committees, or if appointed, on the Executive Board to provide additional guidance and direction for Centralina activities.

2025 Centralina Board of Delegates Meeting Schedule

What to Expect? Meetings are held to accomplish the organization's key business, including decision-making and discussing issues of regional importance. The Board of Delegates is often asked to provide input on critical business items, making it essential that each member government is represented at these meetings. Without a quorum, the Board cannot take official actions.

Meetings will be held at 5:00 p.m. on the following dates.

- Wednesday, February 12, 2025 -Annual Meeting
- Wednesday, May 8, 2025 -Centralina Open House
- Wednesday, August 13, 2025 August Advocacy:
- Wednesday, October 8, 2025 - Annual Dinner& Region of Excellence Awards Ceremony



Expense Reimbursement

Centralina reimburses Delegates, or in their absence, an Alternate, for travel expenses for attending regular and special meetings of the Board of Delegates, the Executive Board, or their committees. The amount of the reimbursement is based on the roundtrip mileage from the Delegate's government center to the meeting location. The reimbursement is calculated using the standard mileage rate published by the Internal Revenue Service. Alternatively, Delegates can donate their mileage reimbursement to the Centralina Foundation, which is an affiliated 501(c)(3) non-profit organization which supports activities and initiatives of regional collaboration.

2024 CENTRALINA DELEGATES

1. **Anson County**, *Commissioner Jarvis Woodburn*
2. **Cabarrus County**, *Commissioner Lynn Shue*
3. **Gaston County**, *Commissioner Bob Hovis*
4. **Iredell County**, *Commissioner Gene Houpe*
5. **Lincoln County**, *Commissioner Jamie Lineberger*
6. **Mecklenburg County**, *Commissioner Elaine Powell*
7. **Stanly County**, *Commissioner Patty Crump*
8. **Union County**, *Commissioner Brian Helms*
9. **Albemarle**, *Mayor Pro Tem Martha Sue Hall*
10. **Ansonville**, *Council Member Mark Beloin*,
11. **Badin**, *Council Member Charles Council*
12. **Belmont**, *Council Member Charlie Hill*
13. **Bessemer City**, *Council Member Brent Guffey*
14. **Charlotte**, *Council Member Ed Driggs*
15. **Cherryville**, *Mayor Jill Puett*
16. **Cleveland**, *Mayor Patrick Phifer*
17. **China Grove**, *Mayor Rodney Phillips*
18. **Concord**, *Council Member Andy Langford*
19. **Cornelius**, *Commissioner Susan Johnson*
20. **Cramerton**, *Mayor Nelson Willis*
21. **Dallas**, *Mayor Hayley Beaty*
22. **Davidson**, *Commissioner Autumn Michael*
23. **East Spencer**, *Alderman Shawn Rush*
24. **Faith**, *Alderwoman Jane Lingle*
25. **Gastonia**, *Council Member Jennifer Stepp*
26. **Granite Quarry**, *Alderwoman Laurie Mack*
27. **Harrisburg**, *Mayor Jennifer Teague*
28. **Huntersville**, *Commissioner Alisia Bergsman*
29. **Indian Trail**, *Council Member Crystal Buchaluk*
30. **Kannapolis**, *Mayor Darrell Hinnant*
31. **Kings Mountain**, *No appointment made to date*
32. **Landis**, *Alderman Ryan Nelms*
33. **Lilesville**, *No appointment made to date*
34. **Lincolnton**, *Council Member Kevin Demeny*
35. **Locust**, *Council Member Rusty Efirid*
36. **Love Valley**, *Commissioner Mark Loden*
37. **Lowell**, *Mayor Larry Simonds*
38. **Marshville**, *Mayor Pro Tem Ernestine Staton*
39. **Marvin**, *Council Member Wayne Deatherage*
40. **Matthews**, *Commissioner Ken McCool*
41. **McAdenville**, *Council Member Jay McCosh*
42. **Midland**, *No appointment to date*
43. **Mineral Springs**, *Council Member Jim Muller*
44. **Mint Hill**, *Commissioner Tony Long*
45. **Misenheimer**, *Council Member Jamie Hammill*
46. **Monroe**, *Council Member Surluta Anthony*
47. **Mooresville**, *Commissioner Eddie Karriker*
48. **Morven**, *Council Member Corinthia Lewis-Lemon*
49. **Mount Holly**, *Mayor Pro Tem Lauren Shoemaker*
50. **Norwood**, *Commissioner Wes Hartsell*
51. **Oakboro**, *Commissioner Lanny Hathcock*
52. **Peachland**, *Mary Ruth Burns*
53. **Pineville**, *Council Member Amelia Stinson-Wesley*
54. **Ranlo**, *No appointment to date*
55. **Richfield**, *No appointment made to date*
56. **Rockwell**, *Bill Earnhardt*
57. **Salisbury**, *Mayor Karen Alexander*
58. **Spencer**, *Alderwoman Pat Sledge*
59. **Stallings**, *Council Member David Scholl*
60. **Stanfield**, *No appointment to date*
61. **Stanley**, *No appointment made to date*
62. **Statesville**, *Council Member Amy Lawton*
63. **Troutman**, *Council Member Felina Harris*
64. **Wadesboro**, *No appointment to date*
65. **Waxhaw**, *Commissioner Susanna Wedra*
66. **Wingate**, *Commissioner, No appointment to date*



Centralina 2025 BOARD MEETING SCHEDULE

Executive Board Meeting Dates

These meetings will be held in person, with a virtual option, at 5:00 p.m.

- Wednesday, January 8, 2025**
- Wednesday, March 12, 2025**
- Wednesday, April 9, 2025**
- Wednesday, June 11, 2025**
- Wednesday, September 10, 2025**
- Wednesday, November 12, 2025**

Board of Delegates Meeting Dates

These meetings will be held in person at 5:00 p.m. unless otherwise noted below.

Date	Tentative Agenda Topics
Wednesday, February 12, 2025	Annual Meeting; Budget Hearing; Delegate Orientation
Wednesday, May 8, 2025	Regional Priority Setting - Shaping our FY25-26 workplan.
Wednesday, August 13, 2025	August Advocacy Focus: State & Federal Connections
Wednesday, October 8, 2025	Annual Dinner & Region of Excellence Awards Ceremony





TOWN COUNCIL AGENDA ITEM

MEETING DATE: December 10, 2024

Agenda Title/Category:	Public Hearing			
Staff Contact/Presenter:	Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	Pineville Church of the Nazarene is planning and expansion of the lobby and child play area and doesn't see the need for additional parking beyond the revised parking lot they have drawn. Staff supports a flat calculation used for all heated church square footage. Parking across all church building square footage set at either 1 per 300 square feet based off our office calculations or 1 per 400 square feet based off our general civic and school calculations is recommended.			
Discussion:				
Fiscal impact:				
Attachments:	Memo to Council regarding Text Amendment calculating parking to one (1) space per four (400) sq ft from November 25 th Work Session			
Recommended Motion to be made by Council:	Motion to approve the text amendment calculating parking to one space per four hundred sq ft			

Council Meeting

Pineville

PLANNING & ZONING

To: Town Council

From: Travis Morgan

Date: 12/10/2024

Re: Pineville Church of the Nazarene Text Amendment (*Action Item*)

REQUEST:

Brian Upton on behalf of Pineville Church of the Nazarene requests your consideration for a text amendment to revise the parking calculations for churches/places of worship

SUMMARY:

Zoning ordinance section 4.1

Existing Text:

Church / Place of Worship

One (1) space per four (4) seats, every two (2) feet of bench area shall be considered a seat for main chapel or sanctuary space. One (1) space per three hundred (300) square feet shall be used for all other square feet.

Proposed:

Church / Place of Worship

One (1) space per four hundred (400) square feet.

STAFF COMMENT:

Parking calculations especially for churches have not been revised or revisited for quite some time. Many municipalities base parking off seats or pews which is more difficult to verify and does not capture other non-seating spaces and accessory uses. Pineville church of the Nazarene is planning and expansion of the lobby and child play area and doesn't see the need for additional parking beyond the revised parking lot they have drawn. Staff supports a flat calculation used for all heated church square footage. Parking set at either 1 per 300 square feet based off our office calculations or 1 per 400 square feet based off general civic as school is recommended.

PROCEDURE:

This is the public hearing for public comment on the proposal. You may vote on the proposal after the close of the public hearing, or you may vote to continue the public meeting into the future.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: December 10, 2024

Agenda Title/Category:	Public Hearing		
Staff Contact/Presenter:	Travis Morgan		
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:
Background:	The Planning Department recommends a text amendment update to 6.2 of the Subdivision Ordinance, and 6.5.25 of the Zoning Ordinance relating to the conditional zoning requirement relating to 100 or more housing units.		
Discussion:			
Fiscal impact:			
Attachments:	Memo to Council regarding Housing Count Text Amendment from November 25 th Work Session.		
Recommended Motion to be made by Council:	Motion to Approve the Housing Count Text Amendment		

Council Meeting

Pineville

PLANNING & ZONING

To: Town Council

From: Travis Morgan

Date: 12/10/2024

Re: **Housing Units Text Amendment** (*Action Item*)

REQUEST:

The Planning Department recommends updating and clarifying some information from the subdivision ordinance into the zoning ordinance. Recommended is a text amendment update to 6.5.25 of the zoning ordinance relating to traffic study requirement and 6.2 of the subdivision ordinance relating to 100 or more housing lots.

SUMMARY:

Existing Text:

Subdivision Ordinance

6.200 General Procedure for Subdivisions

3. Any subdivision creating more than 100 lots shall require conditional approval from the Pineville Town Council.

6.5.25 Traffic Study

Developments and uses of land of a certain size or type require additional traffic review to best manage traffic congestion directly related to the proposal. This is to best manage the health, safety, and welfare of the Town.

- A) A traffic study is required for the creation of 100 or more new housing units.
- B) A traffic study is required for the creation of more than 100,000 gross square feet of any new: warehouse space, heated or cooled space, roofed space, event or gathering space such as theater, concert hall, amphitheater, church, or similar fire code assembly rated space.
- C) Traffic study shall generally follow NCDOT requirements.
- D) Improvements found as part of the study shall be required for approval excepting conditional process exemptions or additional safety, functional, or minimum level of service requirements.

Proposed Text:

6.5.25 Conditional Zoning Thresholds and Traffic Study

Developments and uses of land of a certain size or type require additional traffic review to best manage traffic congestion directly related to the proposal. This is to best manage the health, safety, and welfare of the Town.

- A) A conditional zoning plan and traffic study is required for the creation of 100 or more new housing units.
- B) A conditional zoning plan and traffic study is required for the creation of more than 100,000 gross square feet of any new: warehouse space, heated or cooled space, roofed space, event or gathering space such as theater, concert hall, amphitheater, church, or similar fire code assembly rated space.
- C) Traffic study shall generally follow NCDOT requirements.

- D) Improvements found as part of the study shall be required for approval excepting conditional process exemptions or additional safety, functional, or minimum level of service requirements.

STAFF COMMENT:

The text amendment clarification is recommended to both clarify and consolidate the 100-housing unit conditional zoning threshold and to have it accessible in the zoning ordinance as the primary zoning document.

PROCEDURE:

This is the public hearing for public comment on the proposal. You may vote on the proposal after the close of the public hearing, or you may vote to continue the public meeting into the future.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: December 10, 2024

Agenda Title/Category:	Sale of Cone Mill			
Staff Contact/Presenter:	Ryan Spitzer			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Comprehensive Plan
	x			
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:	After hearing from constituents during the Public Hearing, 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.			
Fiscal impact:	\$5M in revenue			
Attachments:	PSA Resolution Site Plans Timeline			
Recommended Motion to be made by Council:	Approve the Resolution Authorizing Sale of Real Property for Economic Development			

Memorandum



To: Mayor and Town Council
From: Ryan Spitzer
Date: 12/6/2024
Re: Sale of Cone Mill Property

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 the 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 extension (6 months).

Examination Period: Initial period of 90 days (3 months) with two 30-day extension (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 be 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 under 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; CCRs will be approved by Town
- 5-10 units will be reserved for workforce housing (18' units with one car garage)
- 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 with town input
- Townhome Elevations will be approved by Planning and Zoning
- Public Parking will be located as a shared use agreement
- Signage for the smokestack has been set.
- Traffic Study will be updated and approved by the Town
- Six-foot fence will be placed along property boundary
- Historic walking loop will be developed

RESOLUTION 2024-22

RESOLUTION OF THE TOWN COUNCIL OF PINEVILLE AUTHORIZING SALE OF REAL PROPERTY FOR ECONOMIC DEVELOPMENT

WHEREAS, North Carolina General Statute §160D-1315 authorizes the Town of Pineville (the “Town”) to undertake joint development projects with private developers for real property located in a central business district, including the conveyance of interests in such real property by private negotiations, which are intended to revitalize such central business district within the Town; and

WHEREAS, the following parcels of real property lie within a central business district and/or have been previously determined by the Town to lie within a downtown development area (pursuant to Resolution of the Town adopted on October 17, 2017 (the “2017 Resolution”)): (i) 200 Dover Street having Mecklenburg County Tax Parcel Number 221-051-11 (which property is owned by the Town), (ii) 306 Dover Street having Mecklenburg County Tax Parcel Number 221-051-17 (which property is owned by the Town) (the foregoing (i) and (ii) being, collectively, the “Town Property”), and (iii) 436 Cone Avenue having Mecklenburg County Tax Parcel Number 221-051-07 (which property is owned by Pineville Redevelopment and Investment, Inc., which entity is controlled by the Town) (the “PRI Property”); and

WHEREAS, the Town and Cone Mill Development Ventures, LLC (“CMD”) have been engaging in private negotiations for the conveyance of the Town Property and a portion of the PRI Property (together, the “Cone Mill Property”), as more particularly described in the PSA (as hereinafter defined) (the “Conveyances”); and

WHEREAS, the terms and conditions regarding the Conveyances are more specifically set forth in that certain Purchase and Sale Agreement between the Town (as Seller) and CMD (as Buyer) dated October 23, 2024 (a copy of which is attached hereto as Exhibit A, and made a part hereof) (the “PSA”), which PSA is conditioned upon Town Council approving the PSA; and

WHEREAS, the terms and conditions of the PSA provide, among other things, that as a condition of the Conveyances, CMD and the Town will enter into a joint development agreement (the “JD Agreement”) whereby CMD shall construct a combination of improvements on the Cone Mill Property for private or public use, including retail, office, residential, parks, sidewalks, and roadways (the “Development”), as more particularly depicted on the site plan attached hereto as Exhibit B, and made a part hereof (the “Site Plan”); and

WHEREAS, the Town had prepared an appraisal of the Cone Mill Property (a copy of which is attached hereto as Exhibit C, and made a part hereof) (the “Appraisal”), which valued the

Cone Mill Property at \$4,950,000.00; and

WHEREAS, the Town Council organized and approved the holding of a public hearing, at the regular Town Council meeting that occurred on November 12, 2024, to discuss and consider approving, pursuant to North Carolina General Statute §160D-1312 and/or North Carolina General Statute §160D-1315, the Conveyances and Development pursuant to the Site Plan, at which meeting the Town Council did hold such public hearing and continued the hearing and voting on the Conveyances and the Development until the next regular session Town Council meeting on December 10, 2024; and

WHEREAS, two notices of public hearing for the November 12, 2024 Town Council meeting were published on October 18, 2024 and November 1, 2024, in compliance with the requirements set forth in North Carolina General Statute §160D-1312, with respect to, among other things, the Conveyances, the consideration for the Conveyances and the Development (a copy attached hereto as Exhibit D, and made a part hereof); and

WHEREAS, two additional notices of public hearing for the December 10, 2024 Town Council meeting were published on November 22, 2024 and November 29, 2024, in compliance with the requirements set forth in North Carolina General Statute §160D-1312, with respect to, among other things, the Conveyances, the consideration for the Conveyances and the Development (a copy attached hereto as Exhibit D, and made a part hereof); and

WHEREAS, the Town Council deems the Conveyances and Development in accordance with the Site Plan to be desirable and in the best interests of the Town and its businesses and residents and to have a significant effect on the revitalization of the general area surrounding the Town Property and Cone Mill Property (based, in part, upon testimony and materials provided to the Town by CMD).

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PINEVILLE THAT:

1. The Town reaffirms and restates its previous determination in the 2017 Resolution that the Cone Mill Property is located within a downtown area and/or a central business district, and that development of this area will stimulate the economy in this area and will result in other public benefits in this area (the foregoing referred to as “CBD Compliant”). The Town further clarifies that the property located at 200 Dover Street having Mecklenburg County Tax Parcel Number 221-051-11 is included within such downtown area and/or central business district and is CBD Compliant, despite its exclusion from the 2017 Resolution, and that the 2017 Resolution contained a scrivener’s error, describing the PRI Property as having Mecklenburg County Tax Parcel Number 221-051-08 (which parcel number did not and does not exist), instead of the correct Parcel Number of 221-051-07 and that such property is within such downtown area and/or central business district and is also CBD Compliant. For the avoidance of doubt, the Town hereby determines and resolves that each and every one of the properties comprising the Cone Mill Property are located within a downtown area and/or central business district and are CBD Compliant.

2. The Conveyances and Development will have a significant effect on the revitalization of the central business district area generally surrounding the Cone Mill Property by stimulating the local economy, promoting businesses, and resulting in the creation of a substantial number of jobs and new residences in the same area.

3. The \$5,000,000.00 purchase price for the Cone Mill Property is greater than its appraised value, as has been shown to the Town Council in the Appraisal.

4. The Conveyances shall be subject to certain community development plans, covenants, conditions and restrictions, as may be more particularly detailed in the JD Agreement and/or the PSA, which include the development of public and private improvements and facilities on the Cone Mill Property, as depicted on the Site Plan.

5. The PSA and the Site Plan are approved and each of the Mayor or the Town Manager (singularly, without the signature of both being required) is authorized, on behalf of the Town, to execute all necessary documents (including the PSA) to convey to CMD the Cone Mill Property pursuant to the PSA.

6. All acts and doings of the Mayor and/or the Town Manager, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described herein are, in all respects, hereby ratified, approved and confirmed.

7. Any prior resolutions or parts thereof of the Town in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Adopted this the 10th day of December 2024 during the Town of Pineville’s regular meeting.

ATTEST:

Mayor

Town Clerk

EXHIBIT A
PURCHASE AND SALE AGREEMENT
(attached hereto)

EXHIBIT B
SITE PLAN
(attached hereto)

EXHIBIT C

APPRAISAL OF CONE MILL PROPERTY

(attached hereto)

EXHIBIT D

NOTICE OF PUBLIC HEARING

(attached hereto)

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

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is made as of October 23, 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

(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. 7th 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 (10th) 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(c), 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 thirty (30) 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: [Signature]
Name: Kirk Broadbooks
Title: Member

SELLER:

TOWN OF PINEVILLE

By: [Signature]
Name: Ben Spitzer
Title: Town Manager

PINEVILLE REDEVELOPMENT AND INVESTMENT, INC.

By: [Signature]
Name: Ben Spitzer
Title: Town Manager

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 place 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.

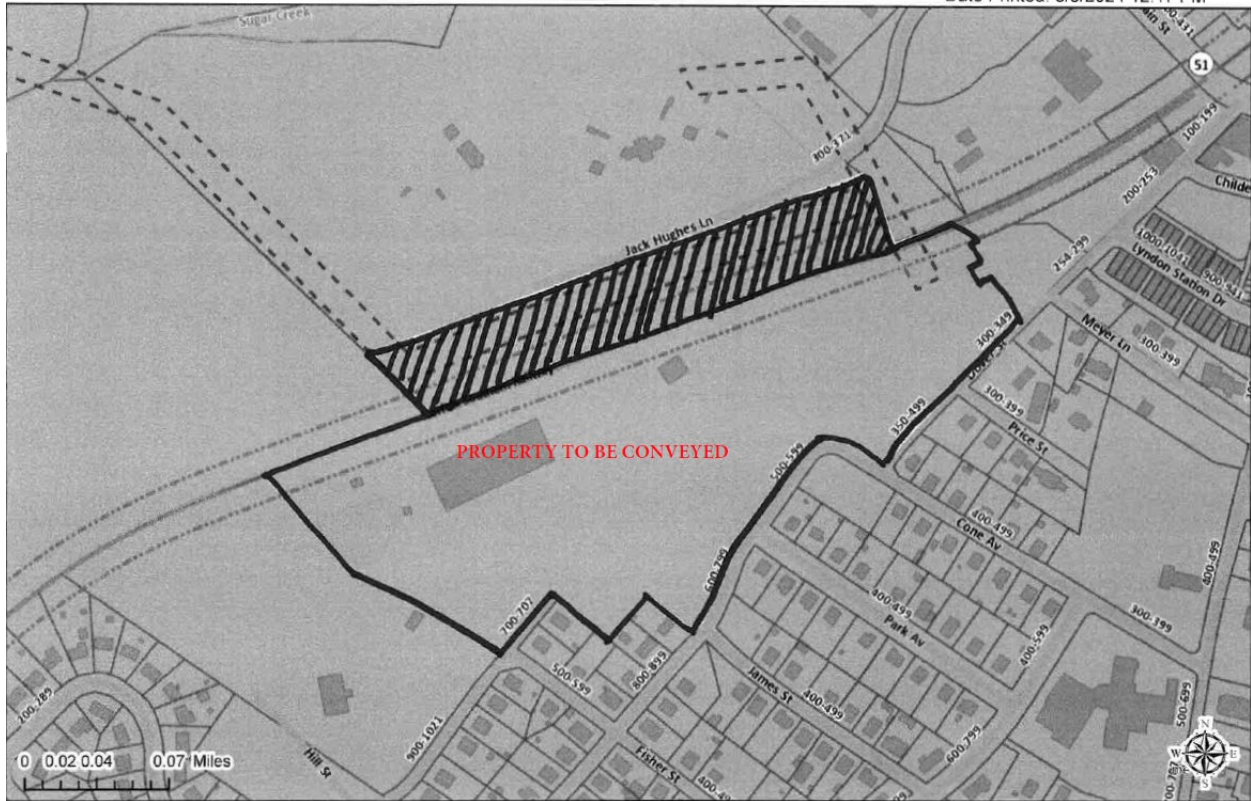
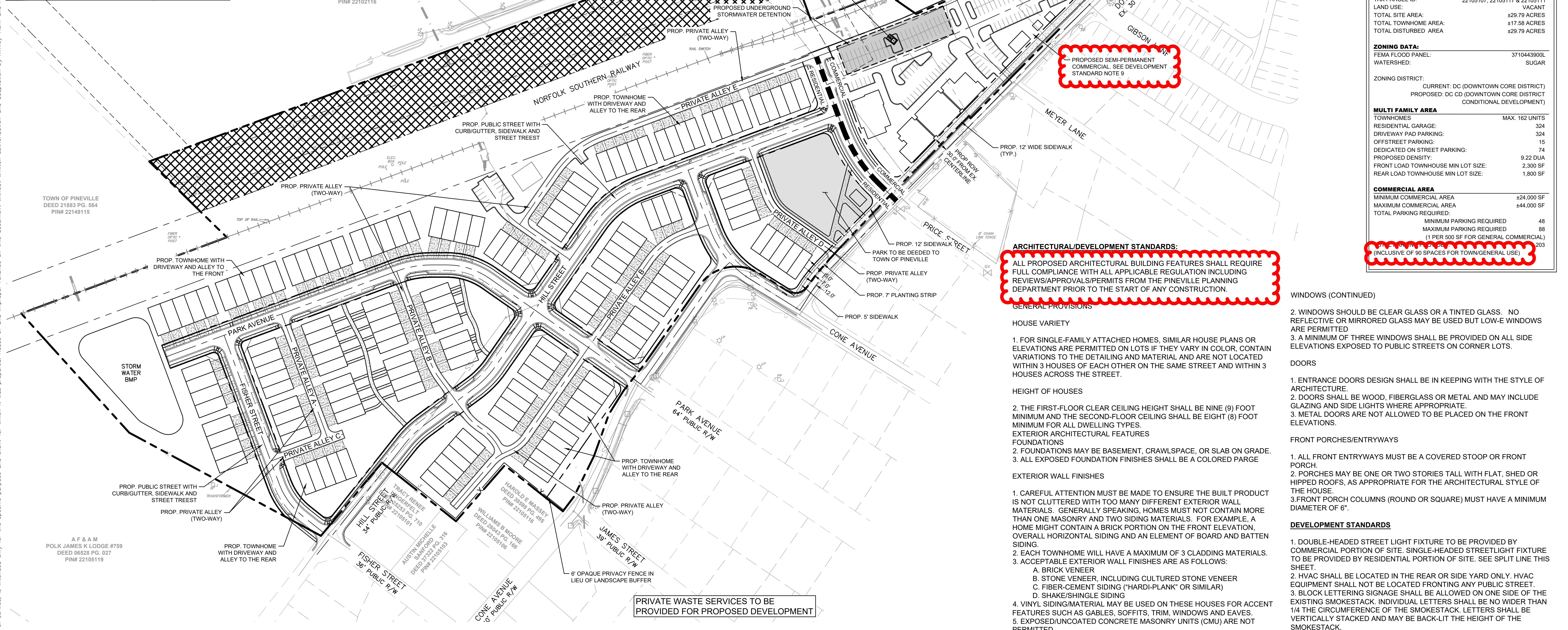
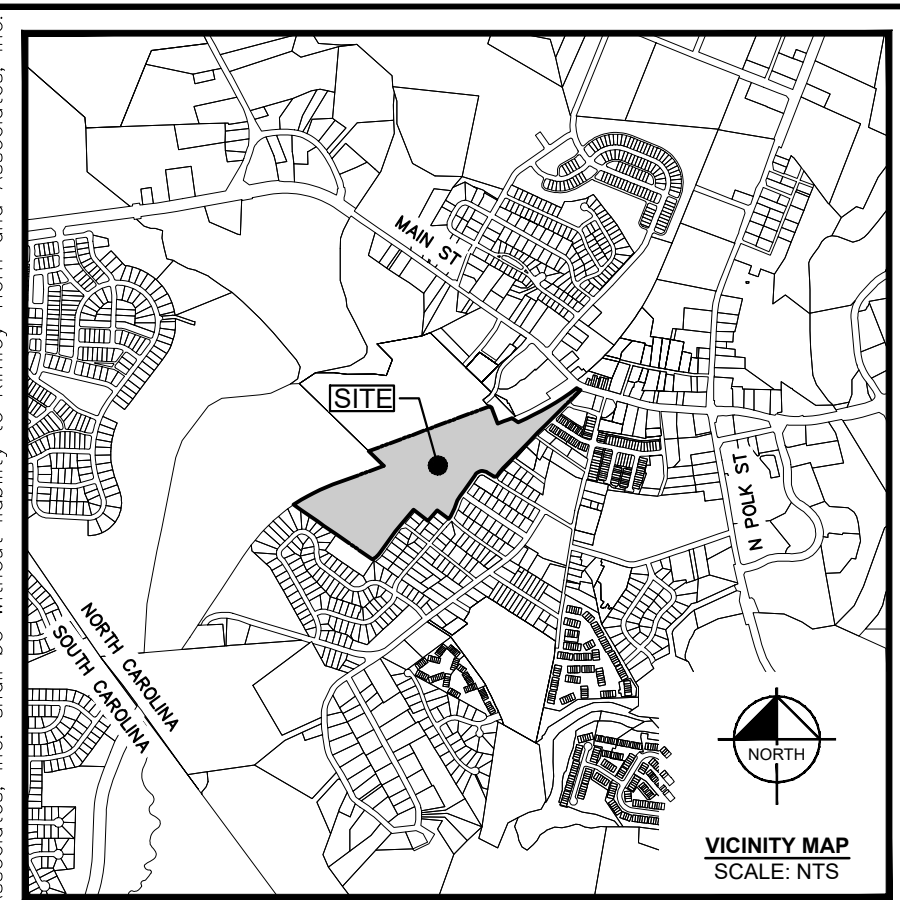


EXHIBIT B

Buyer shall provide a copy of the site plan to be attached as this Exhibit B no later than the date of the Hearing.

Plotted By: Conner, Andrew Date: November 07, 2024 04:05:05pm File Path: K:\COM_Plan_Sheets\Resizing_Cone Mill MXN\02 - DWG\PlanSheets\Resizing_C - Site 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 TREELINE
---	EXISTING RAILROAD TRACK
---	AREA TO BE RETAINED BY TOWN OF PINEVILLE
---	PARK LOCATION TO BE DEED TO TOWN OF PER JOINT VENTURE AGREEMENT

SITE DATA TABLE

DEVELOPMENT DATA:	
TAX PARCEL ID:	22105107, 22105117 & 22105111
LAND USE:	VACANT
TOTAL SITE AREA:	29.79 ACRES
TOTAL TOWNHOME AREA:	117.58 ACRES
TOTAL DISTURBED AREA:	129.79 ACRES
ZONING DATA:	
FEMA FLOOD PANEL:	3710443900L
WATERSHED:	SUGAR
ZONING DISTRICT:	
CURRENT:	DC (DOWNTOWN CORE DISTRICT)
PROPOSED:	DC CD (DOWNTOWN CORE DISTRICT CONDITIONAL DEVELOPMENT)
MULTI FAMILY AREA	
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
COMMERCIAL AREA	
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)	203
(INCLUSIVE OF 90 SPACES FOR TOWN/GENERAL USE)	

ARCHITECTURAL DEVELOPMENT STANDARDS:
ALL PROPOSED ARCHITECTURAL BUILDING FEATURES SHALL REQUIRE FULL COMPLIANCE WITH ALL APPLICABLE REGULATION INCLUDING REVIEWS/APPROVALS/PERMITS FROM THE PINEVILLE PLANNING DEPARTMENT PRIOR TO THE START OF ANY CONSTRUCTION.

- GENERAL PROVISIONS**
- HOUSE VARIETY**
- FOR SINGLE-FAMILY ATTACHED HOMES, SIMILAR HOUSE PLANS OR ELEVATIONS ARE PERMITTED ON LOTS IF THEY VARY IN COLOR, CONTAIN VARIATIONS TO THE DETAILING AND MATERIAL AND ARE NOT LOCATED WITHIN 3 HOUSES OF EACH OTHER ON THE SAME STREET AND WITHIN 3 HOUSES ACROSS THE STREET.
- HEIGHT OF HOUSES**
- THE FIRST-FLOOR CLEAR CEILING HEIGHT SHALL BE NINE (9) FOOT MINIMUM AND THE SECOND-FLOOR CEILING SHALL BE EIGHT (8) FOOT MINIMUM FOR ALL DWELLING TYPES.
- EXTERIOR ARCHITECTURAL FEATURES**
- FOUNDATIONS**
- FOUNDATIONS MAY BE BASEMENT, CRAWLSPACE, OR SLAB ON GRADE.
 - ALL EXPOSED FOUNDATION FINISHES SHALL BE A COLORED PARGE.
- EXTERIOR WALL FINISHES**
- CAREFUL ATTENTION MUST BE MADE TO ENSURE THE BUILT PRODUCT IS NOT CLUTTERED WITH TOO MANY DIFFERENT EXTERIOR WALL MATERIALS. GENERALLY SPEAKING, HOMES MUST NOT CONTAIN MORE THAN ONE MASONRY AND TWO SIDING MATERIALS. FOR EXAMPLE, A HOME MIGHT CONTAIN A BRICK PORTION ON THE FRONT ELEVATION, OVERALL HORIZONTAL SIDING AND AN ELEMENT OF BOARD AND BATTEN SIDING.
 - EACH TOWNHOME WILL HAVE A MAXIMUM OF 3 CLADDING MATERIALS.
 - ACCEPTABLE EXTERIOR WALL FINISHES ARE AS FOLLOWS:
 - BRICK VENEER
 - STONE VENEER, INCLUDING CULTURED STONE VENEER
 - FIBER-CEMENT SIDING ("HARDI-PLANK" OR SIMILAR)
 - SHAKE/SINGLE SIDING
 - VINYL SIDING/MATERIAL MAY BE USED ON THESE HOUSES FOR ACCENT FEATURES SUCH AS GABLES, SOFFITS, TRIM, WINDOWS AND EAVES.
 - EXPOSED/UNCOATED CONCRETE MASONRY UNITS (CMU) ARE NOT PERMITTED.

- WINDOWS (CONTINUED)**
- WINDOWS SHOULD BE CLEAR GLASS OR A TINTED GLASS. NO REFLECTIVE OR MIRRORING GLASS MAY BE USED BUT LOW-E WINDOWS ARE PERMITTED.
 - A MINIMUM OF THREE WINDOWS SHALL BE PROVIDED ON ALL SIDE ELEVATIONS EXPOSED TO PUBLIC STREETS ON CORNER LOTS.

- DOORS**
- ENTRANCE DOORS DESIGN SHALL BE IN KEEPING WITH THE STYLE OF ARCHITECTURE.
 - DOORS SHALL BE WOOD, FIBERGLASS OR METAL AND MAY INCLUDE GLAZING AND SIDE LIGHTS WHERE APPROPRIATE.
 - METAL DOORS ARE NOT ALLOWED TO BE PLACED ON THE FRONT ELEVATIONS.

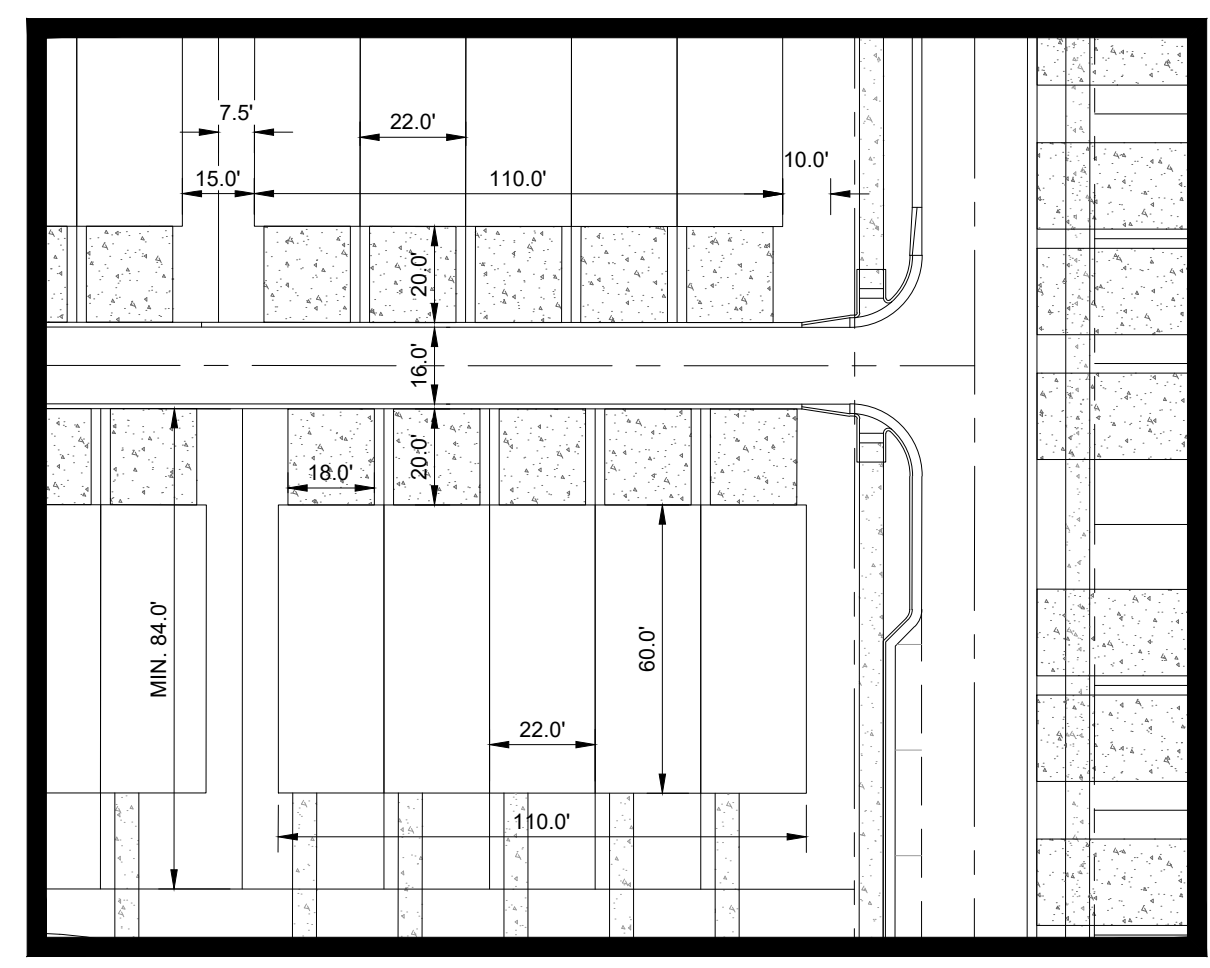
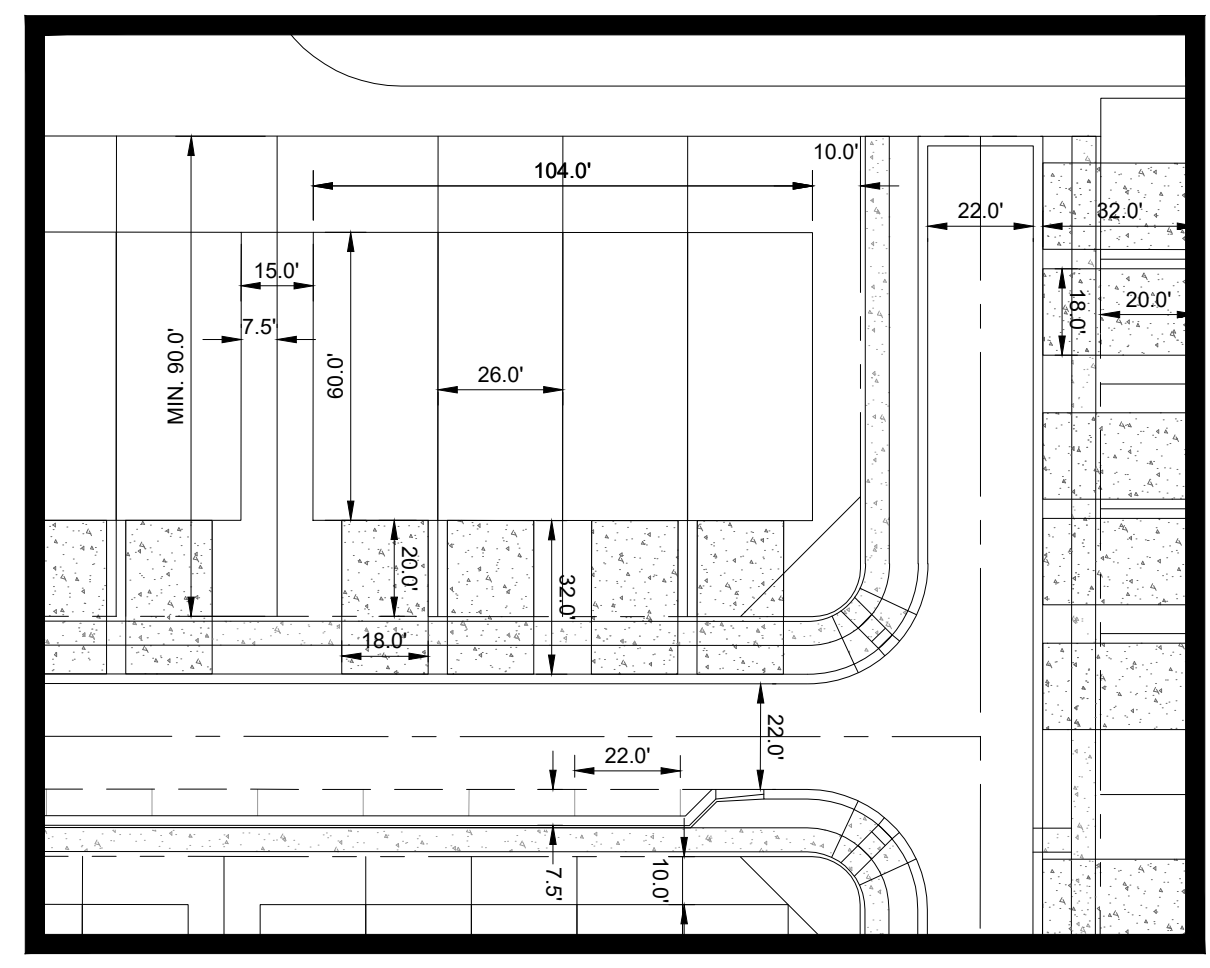
- FRONT PORCHES/ENTRANCES**
- ALL FRONT ENTRANCES MUST BE A COVERED STOOP OR FRONT PORCH.
 - PORCHES MAY BE ONE OR TWO STORIES TALL WITH FLAT, SHED OR HIPPED ROOFS, AS APPROPRIATE FOR THE ARCHITECTURAL STYLE OF THE HOUSE.
 - FRONT PORCH COLUMNS (ROUND OR SQUARE) MUST HAVE A MINIMUM DIAMETER OF 6".

- DEVELOPMENT STANDARDS**
- DOUBLE-HEADED STREET LIGHT FIXTURE TO BE PROVIDED BY COMMERCIAL PORTION OF SITE. SINGLE-HEADED STREETLIGHT FIXTURE TO BE PROVIDED BY RESIDENTIAL PORTION OF SITE. SEE SPLIT LINE THIS SHEET.
 - HVAC SHALL BE LOCATED IN THE REAR OR SIDE YARD ONLY. HVAC EQUIPMENT SHALL NOT BE LOCATED FRONTING ANY PUBLIC STREET.
 - BLOCK LETTERING SIGNAGE SHALL BE ALLOWED ON ONE SIDE OF THE EXISTING SMOKESTACK. INDIVIDUAL LETTERS SHALL BE NO WIDER THAN 1/4 THE CIRCUMFERENCE OF THE SMOKESTACK. LETTERS SHALL BE VERTICALLY STACKED AND MAY BE BACK-LIT THE HEIGHT OF THE SMOKESTACK.
 - TANK PORTION OF EXISTING WATER TOWER MAY BE RELOCATED AS AN ARCHITECTURAL FEATURE OF THE PROPOSED PROJECT AS DETERMINED BY DEVELOPER AT TIME OF CIVIL DRAWING REVIEW AND IS SUBJECT TO THE APPROVAL OF TOWN STAFF.
 - CLUSTER MAIL KIOSK SHALL NOT BE LOCATED IN THE DEEDED TOWN PARK AREA
 - 6' OPAQUE FENCE TO BE PROVIDED ADJACENT PARCEL NUMBER(S) 22105101, 22105103, 22105106, AND 22105116.
 - ALL DUMPSTER ENCLOSURES TO BE MASONRY.
 - PRIVATE WASTE SERVICES ARE TO BE PROVIDED TO SERVE THE PROPOSED DEVELOPMENT.
 - PROPOSED SEMI-PERMANENT COMMERCIAL AREA SHALL BE ALLOWED FOR UP TO 6 FOOD TRUCKS YEAR ROUND AND/OR 1,500 SF COMMERCIAL. COMMERCIAL/BUSINESS AS PERMITTED BY ZONING CLASSIFICATION SHALL NOT APPLY TO TOWNHOMES.

- ROOFS**
- MINIMUM ROOF PITCH FOR MAJOR GABLED ROOF ELEMENTS IS 5:12.
 - SHINGLES SHALL BE A MINIMUM OF 25-YEAR, ARCHITECTURAL SHINGLES.
 - METAL ROOFS MAY BE PERMITTED AS ACCENT ELEMENTS WHEN CONSISTENT WITH THE ARCHITECTURAL STYLE OF THE HOUSE.
 - ALL HOUSES SHALL HAVE GUTTERS AND DOWNSPOUTS WITH SPLASH BLOCKS
 - ALL MAIN ROOF STRUCTURES (NOT INCLUDING DORMERS) MUST HAVE A MINIMUM OF 8" OVERHANG ON THE FRONT, SIDES AND REAR. SAID ROOF STRUCTURES ARE ALLOWED TO ENCR OACH INTO THE FRONT, SIDE, AND REAR SETBACKS
 - ALL FRONT FACING GABLES TO INCLUDE A DECORATIVE FEATURE SUCH AS VENTS OR BRACKETS
 - ROOF EAVES MAY ENCR OACH INTO BUILDING SETBACKS BY UP TO 1.5' (18").

- DORMERS AND SHED ROOFS**
- MINIMUM ROOF PITCH FOR DORMERS (WHETHER GABLE OR SHED) AND SHED ROOFS IS 3:12.
 - DORMER WALLS SHALL MEET THE MINIMUM REQUIREMENTS FOR EXTERIOR WALL FINISHES.

- WINDOWS**
- WINDOWS SHOULD BE THE SAME TYPE AND STYLE ALL AROUND THE HOUSE BUT WINDOW MUNTINS MAY VARY WHERE APPROPRIATE TO MATCH THE ARCHITECTURE.



Item 6

DATE

REVISIONS

No.

Kimley-Horn

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

FOR REFERENCE ONLY

KHA PROJECT	014242006
DATE	09/16/2024
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

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



- KEY:**
- 1 EXISTING COMMERCIAL BUILDING
 - 2 SEMI-PERMANENT; APPROVED FOR UP TO 6 FOOD TRUCKS AND/OR 1,500 SF. COMMERCIAL
 - 3 COMMERCIAL BUILDING (UP TO TWO STORY)
 - 4 KIOSK RENTAL
 - 5 PARKING
 - 6 TOWN GREEN "TO BE DEEDED TO TOWN OF PINEVILLE"
 - 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

SEPTEMBER 2024

CIVIL CONSTRUCTION PLANS for **PINEVILLE CONE MILL**

CITY OF PINEVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

09/16/2024

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

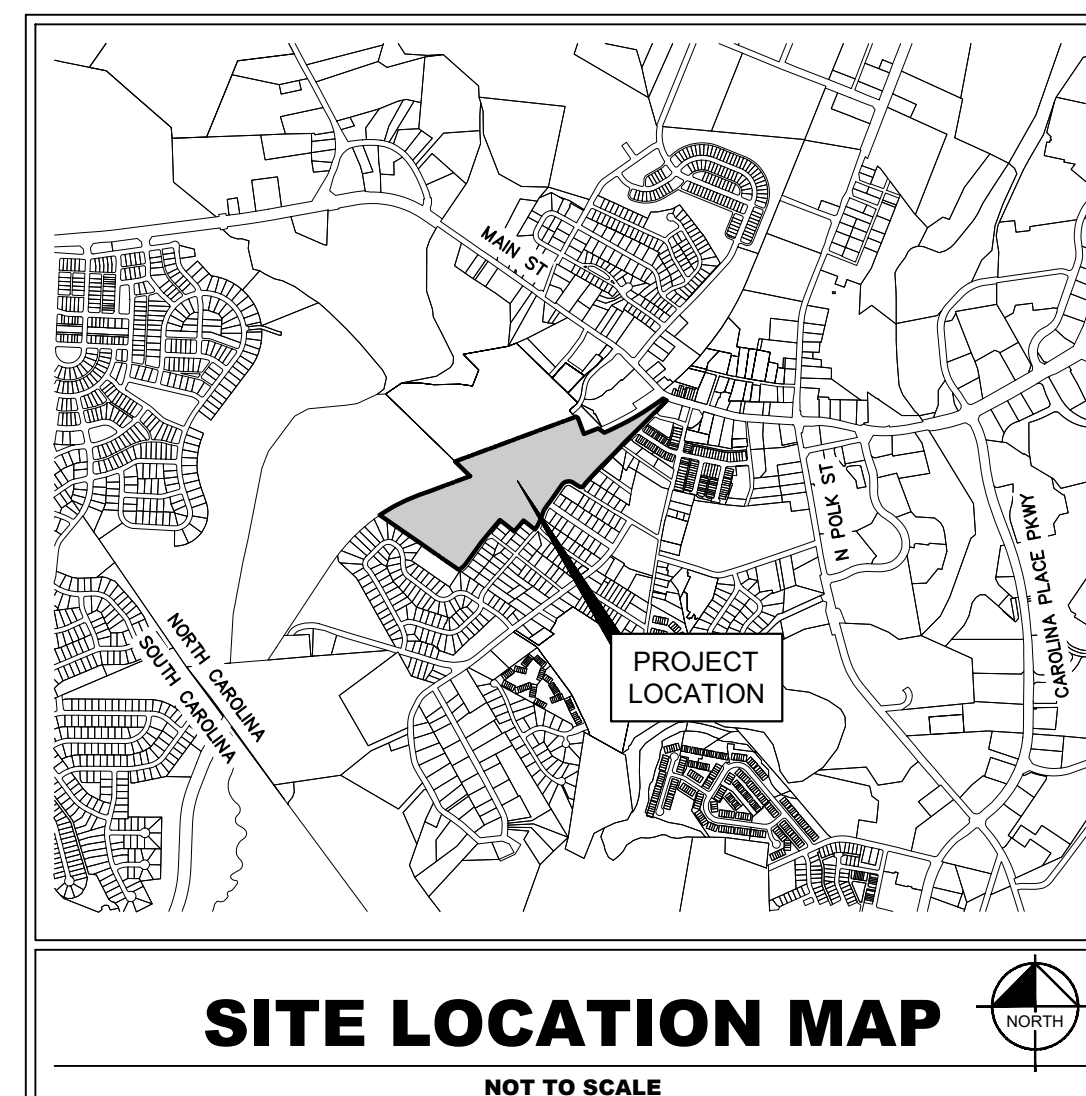
MECKLENBURG COUNTY ZONING DEPT.
2145 SUTTLE AVE
CHARLOTTE, NORTH CAROLINA 28208
(704) 336-7600

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

FOR REFERENCE ONLY

KHA PROJECT	DATE	SCALE	DESIGNED BY:	DRAWN BY:	CHECKED BY:
014242006	09/16/2024	AS SHOWN	AUG	CDA	JEH

COVER SHEET

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

SHEET NUMBER
C-01



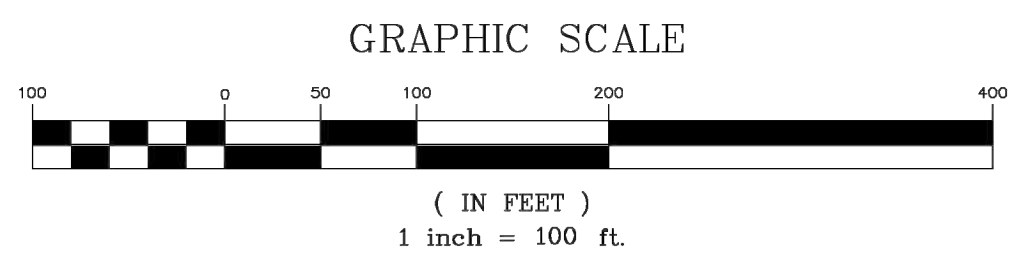
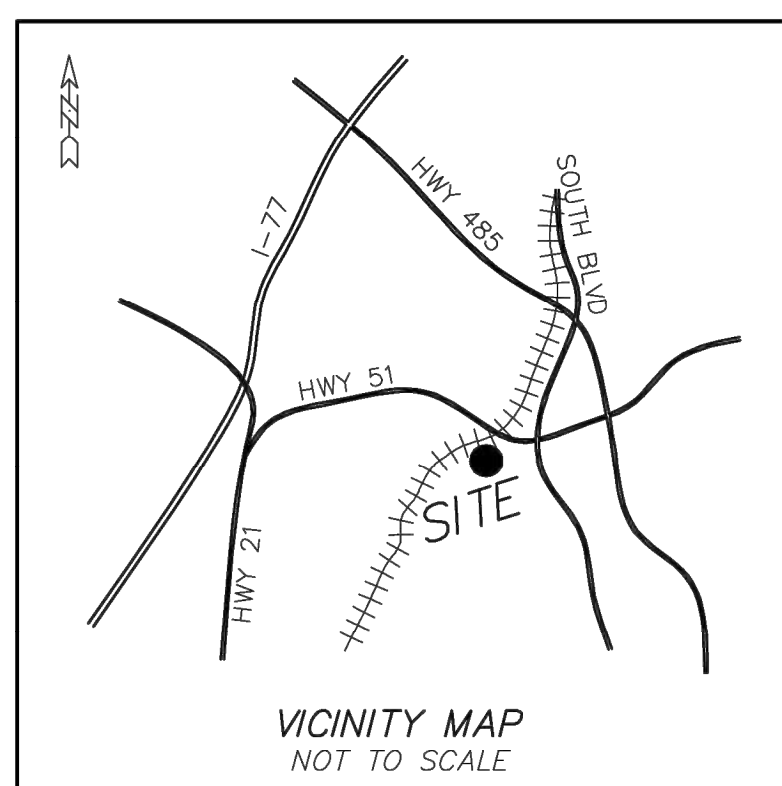
PROJECT OWNER AND CONSULTANT INFORMATION

DEVELOPER: CONE MILL DEVELOPMENT VENTURES, LLC 3315 SPRINGBANK LANE SUITE 308 CHARLOTTE, NC 28226 PHONE (678) 654-1783 CONTACT: JONATHAN VISCONTI	ENGINEER: 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.	SURVEYOR: TBD
--	---	-------------------------



Plotted By: Conner, Andrew. Date: September 17, 2024. 10:33:31am. File Path: K:\FDM_PRL\014242 West Capital\006 Pineville Cone Mill MXU\02 - DWG\FirmSheets\Resizing\C-Cover Sheet.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.

Item 6.	DATE	REVISIONS	No.



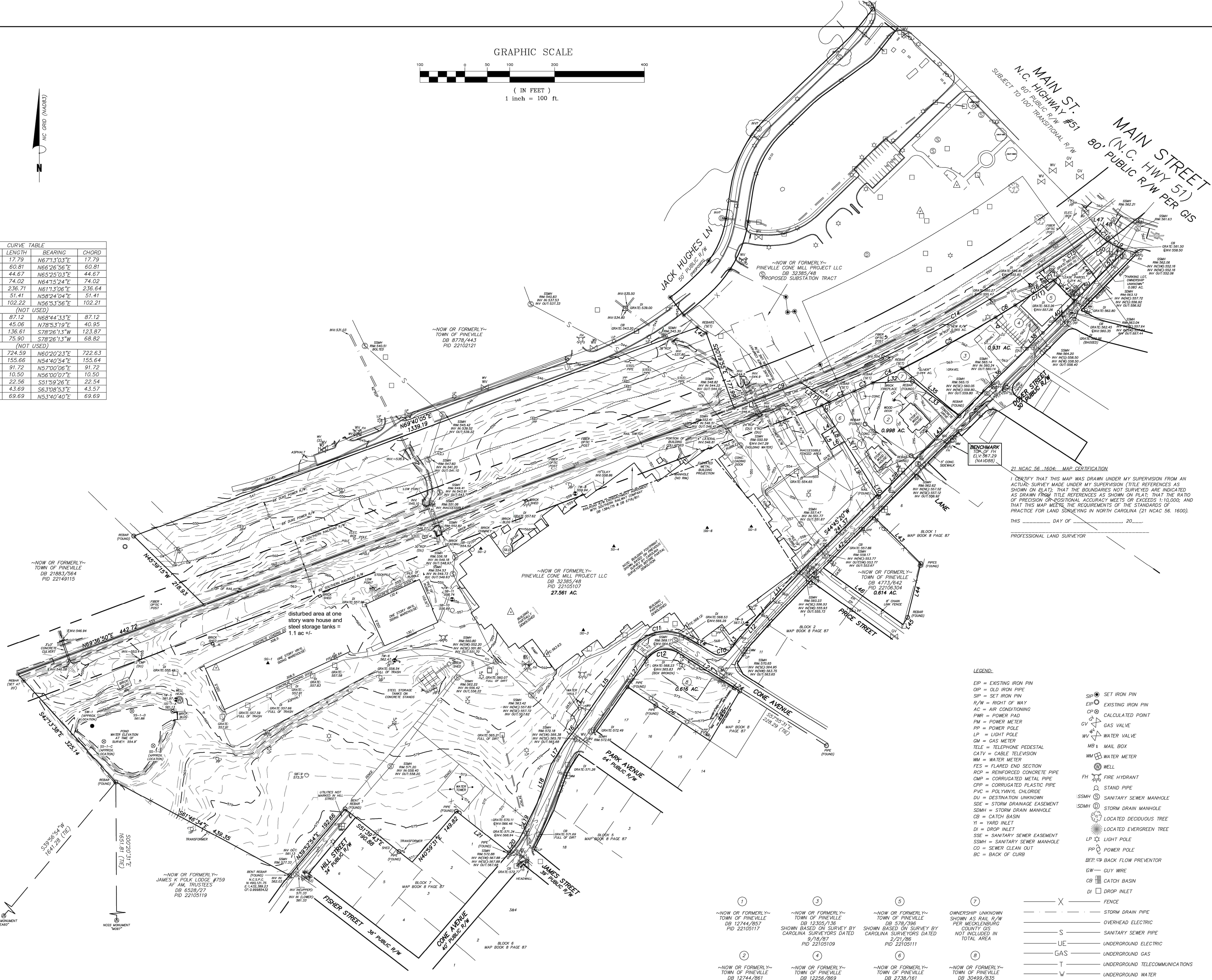
LINE	BEARING	LENGTH
L1	N69°36'50"E	72.00
L2	S55°19'49"E	77.32
L3	S31°52'32"E	239.80
L4	N58°07'28"E	35.00
L5	N31°52'32"W	40.00
L6	N58°07'28"E	35.00
L7	S31°52'32"E	54.38
L8	S31°52'32"E	40.00
L9	S31°52'32"E	139.51
L10	S31°52'32"E	5.91
L11	S43°40'20"W	137.19
L12	S41°49'58"W	62.54
L13	S35°51'19"W	35.12
L14	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	S53°27'21"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°29'03"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. IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- 2. PROPERTY ZONED: DC (SETBACKS & ZONING MATTERS ARE SUBJECT TO INTERPRETATION BY LOCAL MUNICIPALITIES)
- 3. TAX PARCEL NUMBERS AS SHOWN.
- 4. DEED REFERENCES AS SHOWN.
- 5. BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN.
- 6. 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. 371044390L, WITH A DATE OF IDENTIFICATION OF 09/02/2015.
- 7. 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.
- 8. AREA COMPUTED BY COORDINATED METHOD.
- 9. 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.
- 10. AT THE TIME OF SURVEY DECONSTRUCTION OF POWER INFRASTRUCTURE OBSERVED.
- 11. 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 PESTAL
 - 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 = YARD INLET
 - DI = DROP INLET
 - SSE = SANITARY SEWER EASEMENT
 - SSMH = SANITARY SEWER MANHOLE
 - CS = SEWER CLEAN OUT
 - BC = BACK OF CURB
 - LI = LOCATED DEODORING TREE
 - LE = LOCATED EVERGREEN TREE
 - LP = LIGHT POLE
 - PP = POWER POLE
 - BEF = BACK FLOW PREVENTOR
 - GW = GUY WIRE
 - CB = CATCH BASIN
 - DI = DROP INLET
 - X = FENCE
 - SD = STORM DRAIN PIPE
 - OE = 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
11/26/18	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

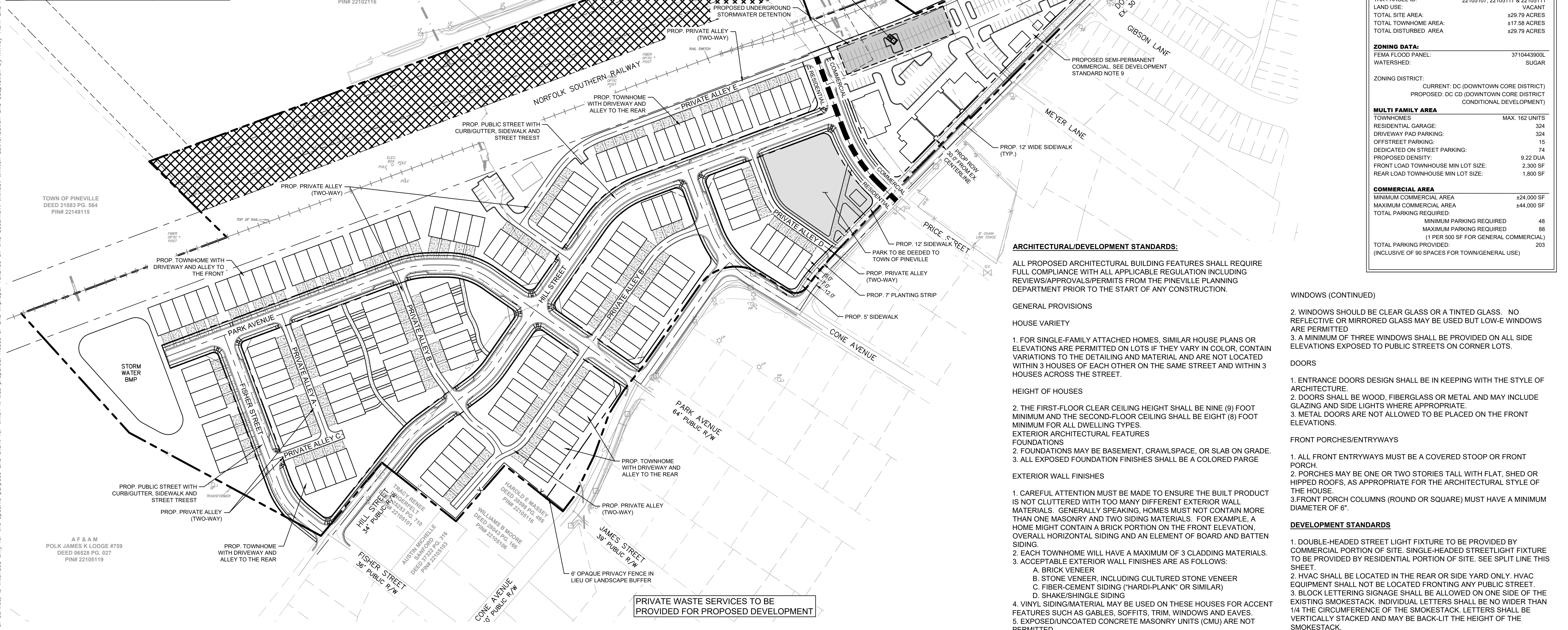
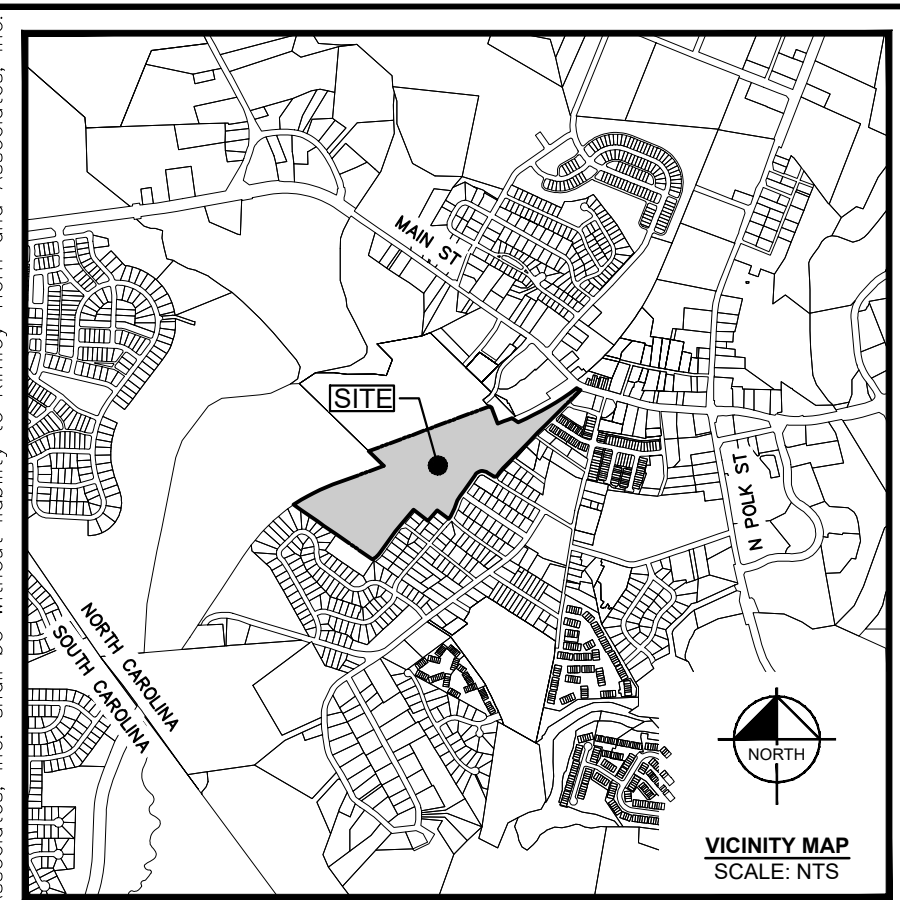
CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (TITLE REFERENCES AS SHOWN ON PLAT), THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM TITLE REFERENCES AS SHOWN ON PLAT, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY MEETS OR EXCEEDS 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, NCPLS & SCPLS 704-889-7801
 CERTIFICATE OF AUTHORIZATION NCIC-1248 SC-886

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

C-02

Plotted By: Conner, Andrew Date: November 07, 2024 04:05:05pm File Path: K:\COM_Plan_Sheets\Resizing_Cone Mill MXA\02 - DWG\PlanSheets\Resizing_C - Site 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 TREELINE
---	EXISTING RAILROAD TRACK
---	AREA TO BE RETAINED BY TOWN OF PINEVILLE
---	PARK LOCATION TO BE DEED TO TOWN OF PER JOINT VENTURE AGREEMENT

SITE DATA TABLE

DEVELOPMENT DATA:	
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
ZONING DATA:	
FEMA FLOOD PANEL:	3710443900L
WATERSHED:	SUGAR
ZONING DISTRICT:	
CURRENT:	DC (DOWNTOWN CORE DISTRICT)
PROPOSED:	DC CD (DOWNTOWN CORE DISTRICT CONDITIONAL DEVELOPMENT)
MULTI FAMILY AREA	
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
COMMERCIAL AREA	
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:	203
(INCLUSIVE OF 90 SPACES FOR TOWN/GENERAL USE)	

ARCHITECTURAL/DEVELOPMENT STANDARDS:
ALL PROPOSED ARCHITECTURAL BUILDING FEATURES SHALL REQUIRE FULL COMPLIANCE WITH ALL APPLICABLE REGULATION INCLUDING REVIEWS/APPROVALS/PERMITS FROM THE PINEVILLE PLANNING DEPARTMENT PRIOR TO THE START OF ANY CONSTRUCTION.

GENERAL PROVISIONS
HOUSE VARIETY
1. FOR SINGLE-FAMILY ATTACHED HOMES, SIMILAR HOUSE PLANS OR ELEVATIONS ARE PERMITTED ON LOTS IF THEY VARY IN COLOR, CONTAIN VARIATIONS TO THE DETAILING AND MATERIAL AND ARE NOT LOCATED WITHIN 3 HOUSES OF EACH OTHER ON THE SAME STREET AND WITHIN 3 HOUSES ACROSS THE STREET.

HEIGHT OF HOUSES
2. THE FIRST-FLOOR CLEAR CEILING HEIGHT SHALL BE NINE (9) FOOT MINIMUM AND THE SECOND-FLOOR CEILING SHALL BE EIGHT (8) FOOT MINIMUM FOR ALL DWELLING TYPES.
EXTERIOR ARCHITECTURAL FEATURES
FOUNDATIONS
2. FOUNDATIONS MAY BE BASEMENT, CRAWLSPACE, OR SLAB ON GRADE.
3. ALL EXPOSED FOUNDATION FINISHES SHALL BE A COLORED PARGE.

EXTERIOR WALL FINISHES
1. CAREFUL ATTENTION MUST BE MADE TO ENSURE THE BUILT PRODUCT IS NOT CLUTTERED WITH TOO MANY DIFFERENT EXTERIOR WALL MATERIALS. GENERALLY SPEAKING, HOMES MUST NOT CONTAIN MORE THAN ONE MASONRY AND TWO SIDING MATERIALS. FOR EXAMPLE, A HOME MIGHT CONTAIN A BRICK PORTION ON THE FRONT ELEVATION, OVERALL HORIZONTAL SIDING AND AN ELEMENT OF BOARD AND BATTEN SIDING.
2. EACH TOWNHOME WILL HAVE A MAXIMUM OF 3 CLADDING MATERIALS.
3. ACCEPTABLE EXTERIOR WALL FINISHES ARE AS FOLLOWS:
A. BRICK VENEER
B. STONE VENEER, INCLUDING CULTURED STONE VENEER
C. FIBER-CEMENT SIDING ("HARDI-PLANK" OR SIMILAR)
D. SHAKE/SINGLE SIDING
4. VINYL SIDING/MATERIAL MAY BE USED ON THESE HOUSES FOR ACCENT FEATURES SUCH AS GABLES, SOFFITS, TRIM, WINDOWS AND EAVES.
5. EXPOSED/UNCOATED CONCRETE MASONRY UNITS (CMU) ARE NOT PERMITTED.

ROOFS
1. MINIMUM ROOF PITCH FOR MAJOR GABLED ROOF ELEMENTS IS 5:12.
2. SHINGLES SHALL BE A MINIMUM OF 25-YEAR, ARCHITECTURAL SHINGLES.
3. METAL ROOFS MAY BE PERMITTED AS ACCENT ELEMENTS WHEN CONSISTENT WITH THE ARCHITECTURAL STYLE OF THE HOUSE.
4. ALL HOUSES SHALL HAVE GUTTERS AND DOWNSPOUTS WITH SPLASH BLOCKS
5. ALL MAIN ROOF STRUCTURES (NOT INCLUDING DORMERS) MUST HAVE A MINIMUM OF 8" OVERHANG ON THE FRONT, SIDES AND REAR. SAID ROOF STRUCTURES ARE ALLOWED TO ENCRoACH INTO THE FRONT, SIDE, AND REAR SETBACKS
6. ALL FRONT FACING GABLES TO INCLUDE A DECORATIVE FEATURE SUCH AS VENTS OR BRACKETS
7. ROOF EAVES MAY ENCRoACH INTO BUILDING SETBACKS BY UP TO 1.5' (18").

DORMERS AND SHED ROOFS
1. MINIMUM ROOF PITCH FOR DORMERS (WHETHER GABLE OR SHED) AND SHED ROOFS IS 3:12.
2. DORMER WALLS SHALL MEET THE MINIMUM REQUIREMENTS FOR EXTERIOR WALL FINISHES.

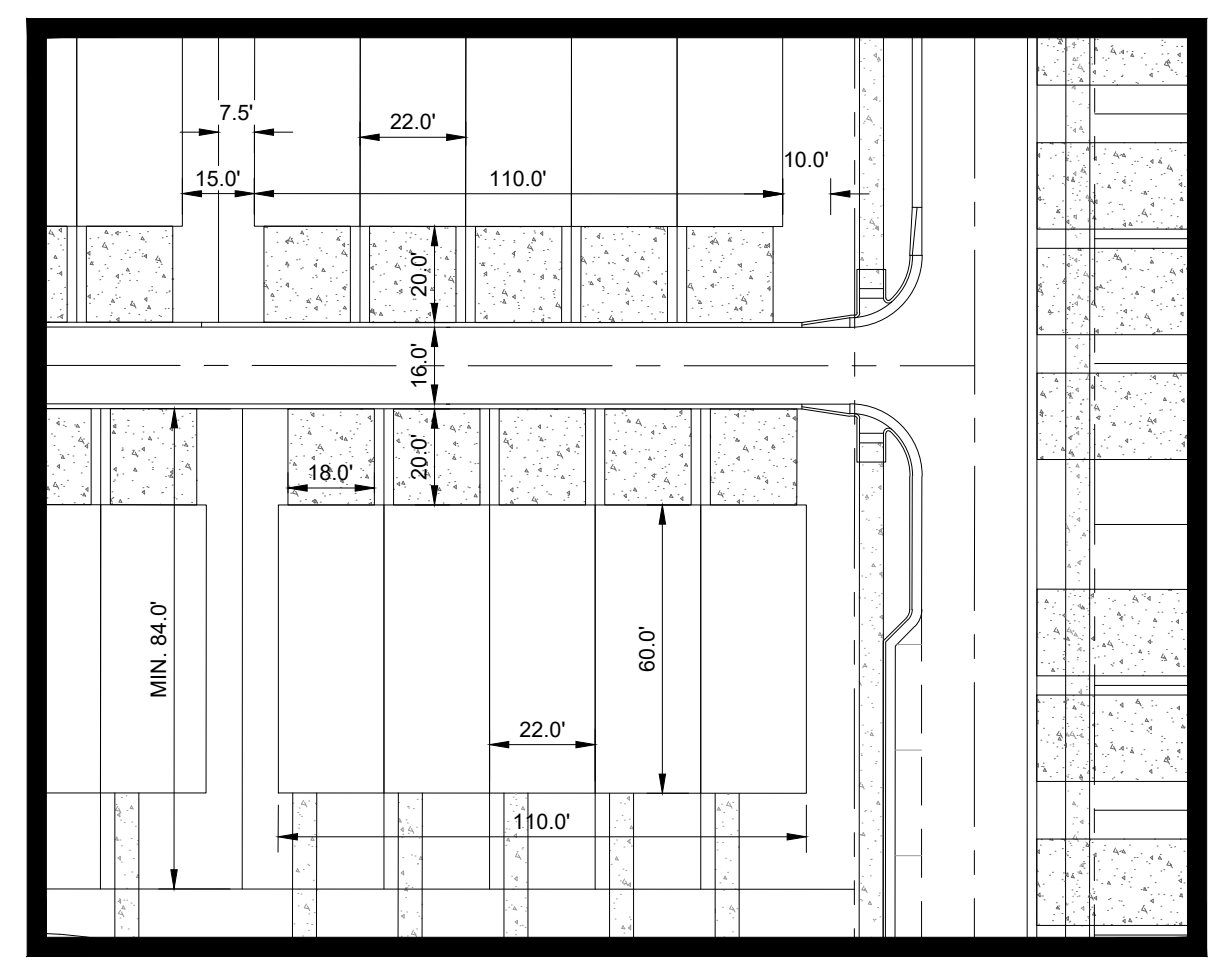
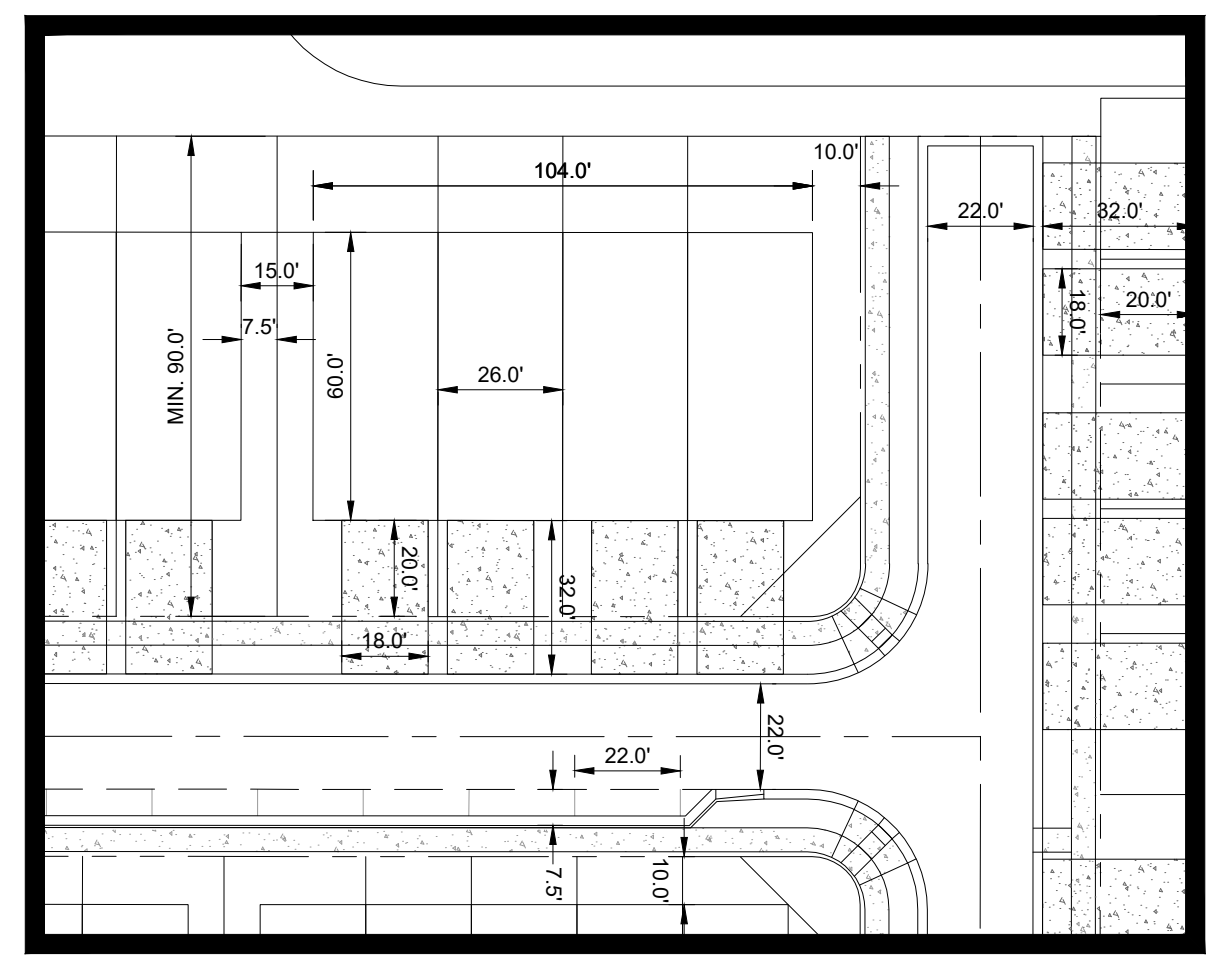
WINDOWS
1. WINDOWS SHOULD BE THE SAME TYPE AND STYLE ALL AROUND THE HOUSE BUT WINDOW MUNTINS MAY VARY WHERE APPROPRIATE TO MATCH THE ARCHITECTURE.

WINDOWS (CONTINUED)
2. WINDOWS SHOULD BE CLEAR GLASS OR A TINTED GLASS. NO REFLECTIVE OR MIRRORED GLASS MAY BE USED BUT LOW-E WINDOWS ARE PERMITTED.
3. A MINIMUM OF THREE WINDOWS SHALL BE PROVIDED ON ALL SIDE ELEVATIONS EXPOSED TO PUBLIC STREETS ON CORNER LOTS.

DOORS
1. ENTRANCE DOORS DESIGN SHALL BE IN KEEPING WITH THE STYLE OF ARCHITECTURE.
2. DOORS SHALL BE WOOD, FIBERGLASS OR METAL AND MAY INCLUDE GLAZING AND SIDE LIGHTS WHERE APPROPRIATE.
3. METAL DOORS ARE NOT ALLOWED TO BE PLACED ON THE FRONT ELEVATIONS.

FRONT PORCHES/ENTRANCES
1. ALL FRONT ENTRANCES MUST BE A COVERED STOOP OR FRONT PORCH.
2. PORCHES MAY BE ONE OR TWO STORIES TALL WITH FLAT, SHED OR HIPPED ROOFS, AS APPROPRIATE FOR THE ARCHITECTURAL STYLE OF THE HOUSE.
3. FRONT PORCH COLUMNS (ROUND OR SQUARE) MUST HAVE A MINIMUM DIAMETER OF 6".

DEVELOPMENT STANDARDS
1. DOUBLE-HEADED STREET LIGHT FIXTURE TO BE PROVIDED BY COMMERCIAL PORTION OF SITE, SINGLE-HEADED STREETLIGHT FIXTURE TO BE PROVIDED BY RESIDENTIAL PORTION OF SITE. SEE SPLIT LINE THIS SHEET.
2. HVAC SHALL BE LOCATED IN THE REAR OR SIDE YARD ONLY. HVAC EQUIPMENT SHALL NOT BE LOCATED FRONTING ANY PUBLIC STREET.
3. BLOCK LETTERING SIGNAGE SHALL BE ALLOWED ON ONE SIDE OF THE EXISTING SMOKESTACK. INDIVIDUAL LETTERS SHALL BE NO WIDER THAN 1/4 THE CIRCUMFERENCE OF THE SMOKESTACK. LETTERS SHALL BE VERTICALLY STACKED AND MAY BE BACK-LIT THE HEIGHT OF THE SMOKESTACK.
4. TANK PORTION OF EXISTING WATER TOWER MAY BE RELOCATED AS AN ARCHITECTURAL FEATURE OF THE PROPOSED PROJECT AS DETERMINED BY DEVELOPER AT TIME OF CIVIL DRAWING REVIEW AND IS SUBJECT TO THE APPROVAL OF TOWN STAFF.
5. CLUSTER MAIL KIOSK SHALL NOT BE LOCATED IN THE DEEDED TOWN PARK AREA
6. 6' OPAQUE FENCE TO BE PROVIDED ADJACENT PARCEL NUMBER(S) 22105101, 22105103, 22105106, AND 22105116.
7. ALL DUMPSTER ENCLOSURES TO BE MASONRY.
8. PRIVATE WASTE SERVICES ARE TO BE PROVIDED TO SERVE THE PROPOSED DEVELOPMENT.
9. PROPOSED SEMI-PERMANENT COMMERCIAL AREA SHALL BE ALLOWED FOR UP TO 6 FOOD TRUCKS YEAR ROUND AND/OR 1,500 SF COMMERCIAL.
10. COMMERCIAL/BUSINESS AS PERMITTED BY ZONING CLASSIFICATION SHALL NOT APPLY TO TOWNHOMES.



Item 6

DATE

REVISIONS

No.

Kimley-Horn

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NC LICENSE #F-0102

FOR REFERENCE ONLY

KHA PROJECT	014242006
DATE	09/16/2024
SCALE	AS SHOWN
DESIGNED BY	AJC
DRAWN BY	CDA
CHECKED BY	JEH

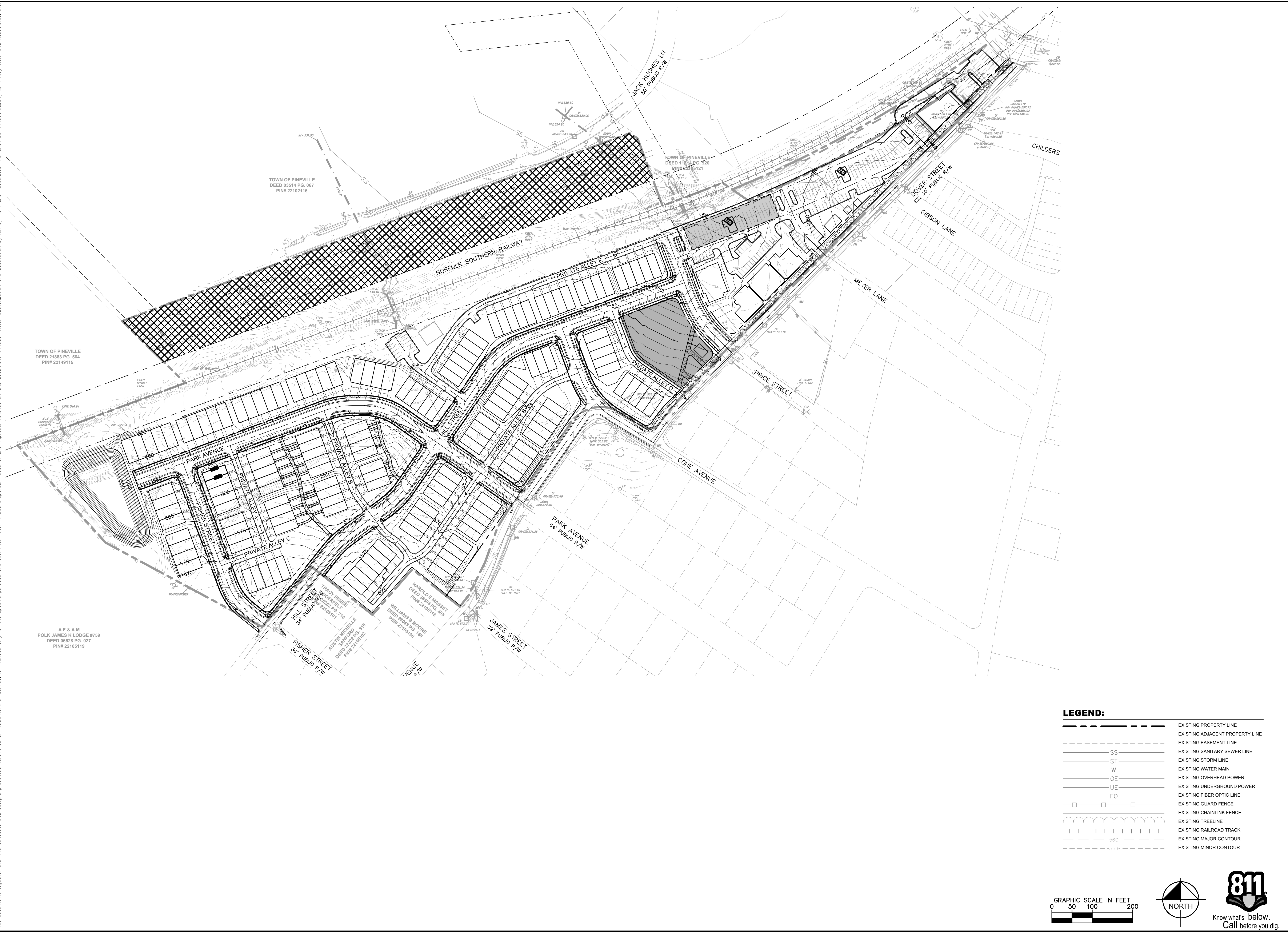
SITE PLAN

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

SHEET NUMBER
C-03

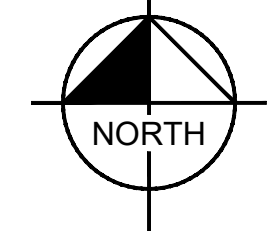
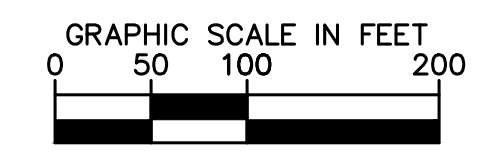
811
Know what's below.
Call before you dig.

Plotted By: Conner, Andrew Date: September 17, 2024 10:34:17am File Path: K:\FDM_PRL\014242 West Capital\006 Pineville Cone Mill MX1\02 - DWG\FinSheets\Resizing_C - Grading_Plan.dwg
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	EXISTING STORM LINE
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	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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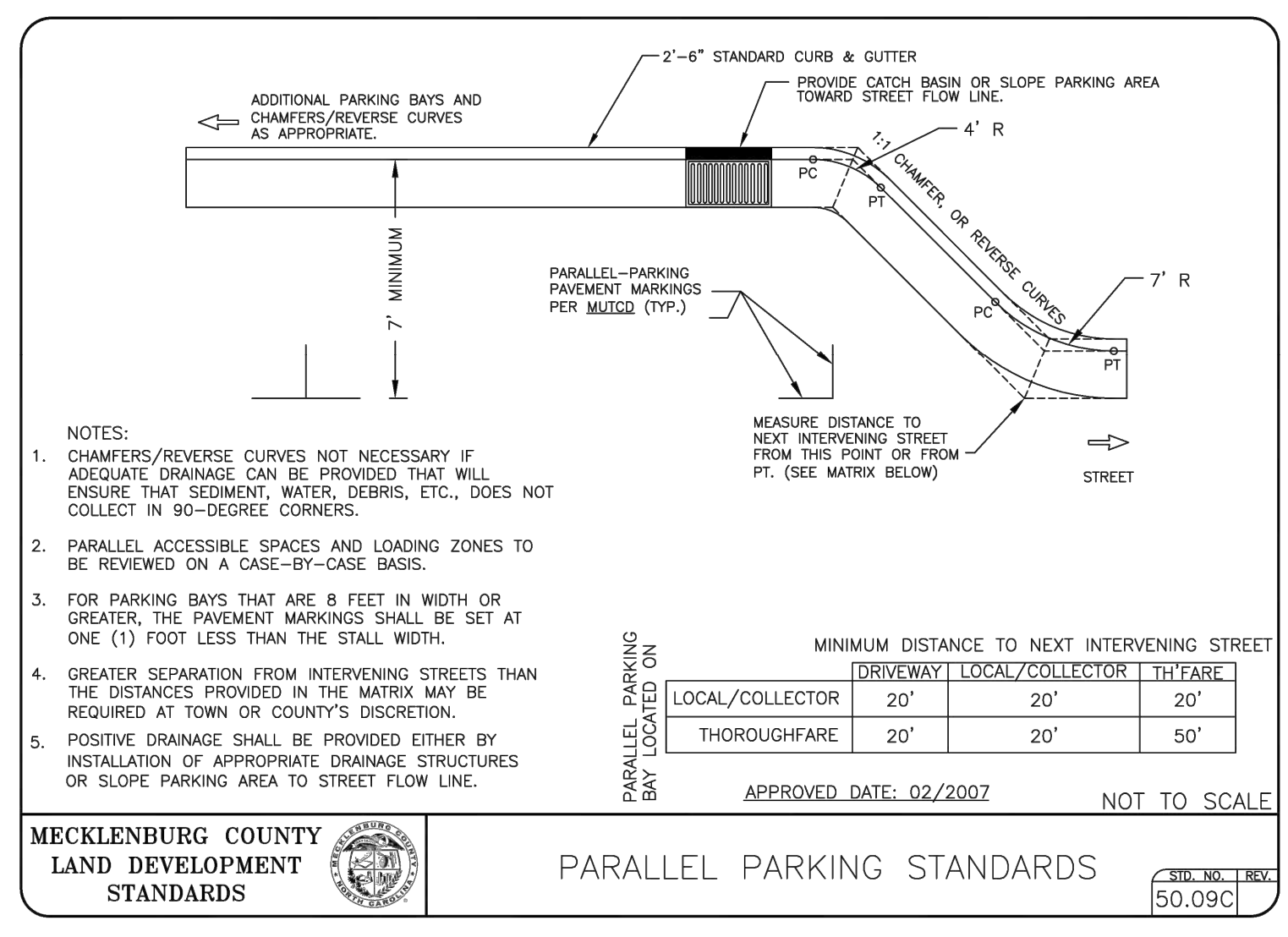
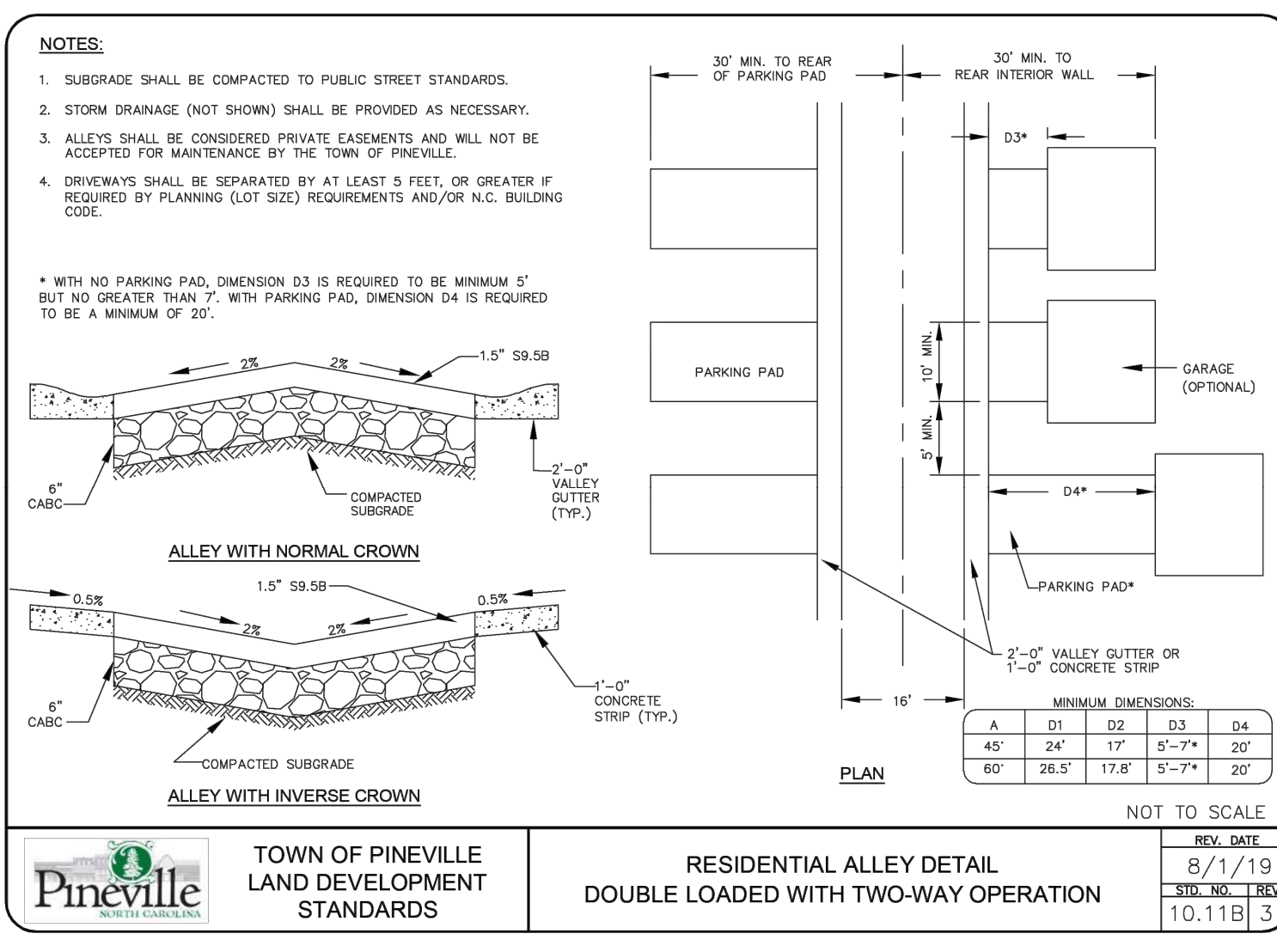
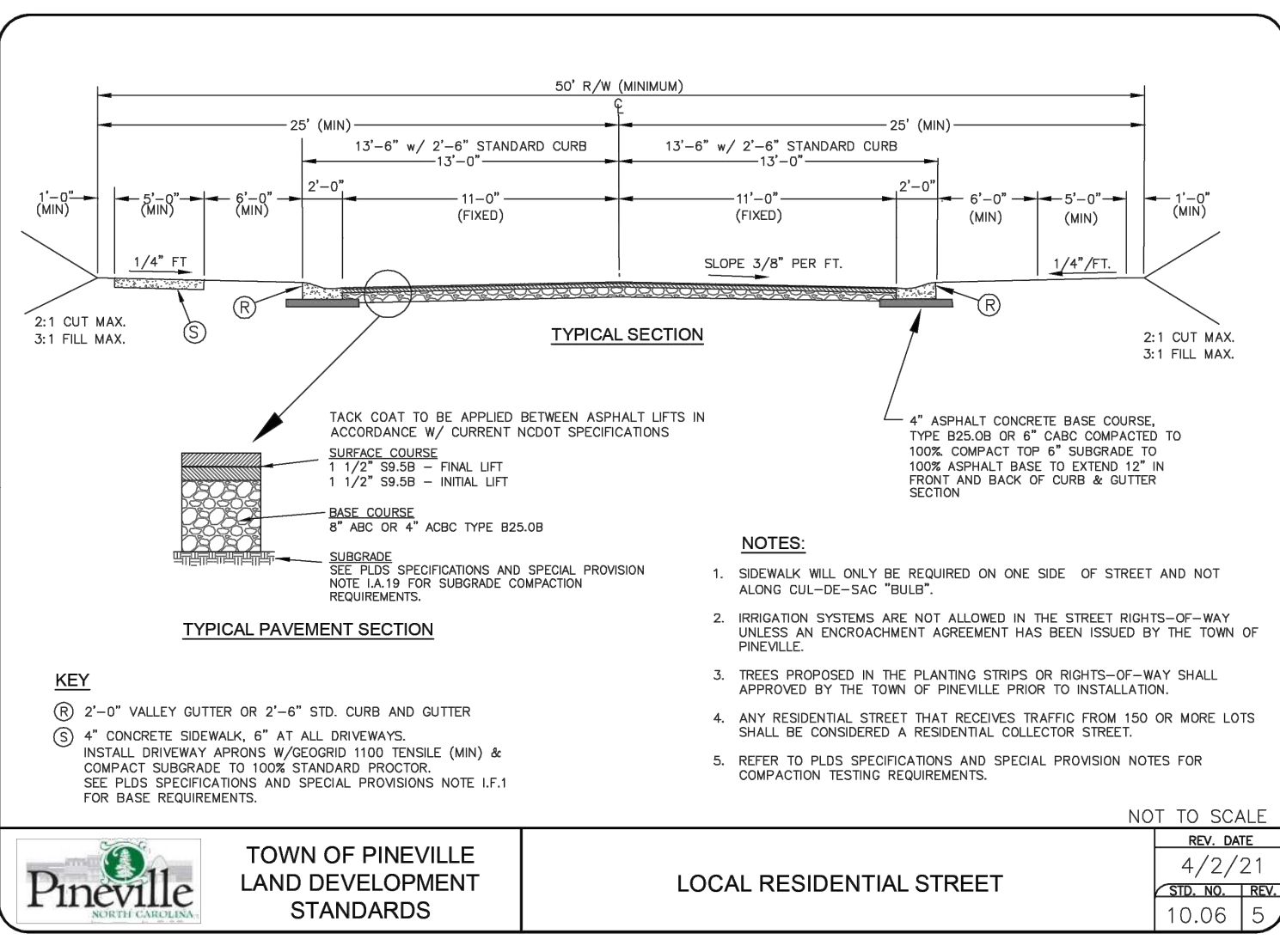
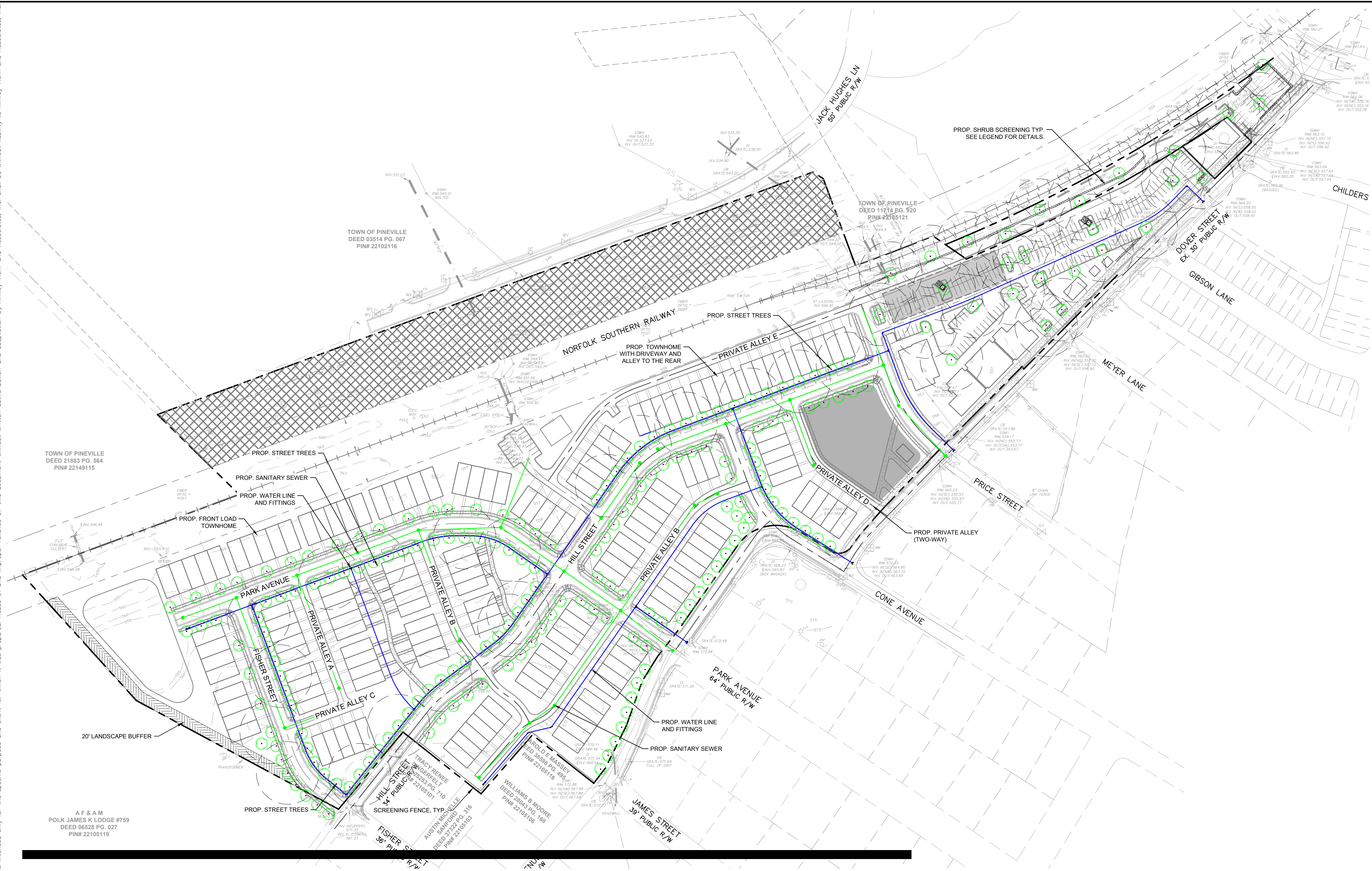
KHA PROJECT	014242006
DATE	09/16/2024
SCALE	AS SHOWN
DESIGNED BY:	AJC
DRAWN BY:	CDA
CHECKED BY:	JEH

GRADING PLAN

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

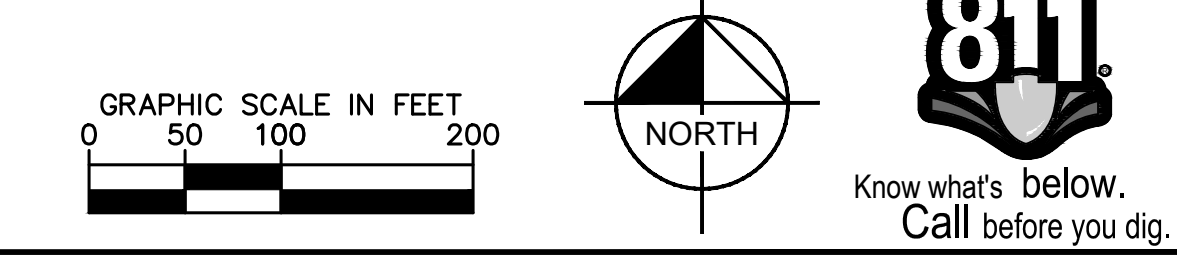
SHEET NUMBER
C-04

Plotted By: Conner, Andrew Date: September 17, 2024, 10:34:44am File Path: K:\COM_FEL\014242_Pineville Cone Mill WXA\02 - DWG\PlanSheets\Resizing_C - Utility Plan.dwg
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	EXISTING GUARD FENCE
	EXISTING CHAINLINK FENCE
	EXISTING TREELINE
	EXISTING RAILROAD TRACK
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	SHRUB SCREENING - 2' EVERGREEN AT MAX. 5' ON CENTER



Kimley-Horn

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Item 6. DATE

REVISIONS

No.

FOR REFERENCE ONLY

KHA PROJECT: 014242006

DATE: 09/16/2024

SCALE: AS SHOWN

DESIGNED BY: AJG

DRAWN BY: CDA

CHECKED BY: JEH

PLANTING & UTILITY PLAN

NORTH CAROLINA

PINEVILLE CONE MILL

PREPARED FOR
CONE MILL DEVELOPMENT VENTURES, LLC.

SHEET NUMBER
C-05

Plotted By: Gansner, Andrew Date: September 17, 2024 10:34:52am File Path: K:\FOM_PRA_014242_Guest Capital\06 Pineville Cone Mill MX\02 - DWG\PlanSheets\Resizing_C-Architectural Elevations.dwg
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5-Plex Front Elevation

Rear Load Townhomes
 Pineville, NC

02.23.2024



Rear-Load Townhomes



4-Plex Front Elevation

Front Load Townhomes
 Pineville, NC

09.16.2024



Front-Load Townhomes



Streetscape and Open Space



Commercial and Mixed Use Buildings



Smokestack Signage Example

No.	REVISIONS	DATE

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KHA PROJECT 014242006	DATE 09/16/2024	SCALE: AS SHOWN	DESIGNED BY: AUG	DRAWN BY: CDA	CHECKED BY: JEH
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GO-BY ARCHITECTURAL ELEVATIONS

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

SHEET NUMBER
C-06



22.97 NET ACRES OF LAND

436 CONE AVENUE, 200, 212, 306, AND 402 DOVER STREET
PINEVILLE, MECKLENBURG COUNTY, NORTH CAROLINA 28134

APPRAISAL REPORT

DATE OF VALUE
AS IS, AS OF MARCH 25, 2024

PREPARED FOR
Johnston Allison & Hord, PA
c/o John R. Buben, Jr., Partner
1065 East Morehead Street
Charlotte, NC 28217

PREPARED BY
Carol L. Fortenberry, MAI
William D. Foster, Jr.

FORTENBERRY LAMBERT, INC.

April 29, 2024

Johnston Allison & Hord, PA
John R. Buben, Jr., Partner
1065 East Morehead Street
Charlotte, NC 28217

**RE: Valuation of the 22.97 Net Acres of Land
436 Cone Avenue, 200, 212, 306, and 402 Dover Street
Pineville, Mecklenburg County, North Carolina 28134**

Dear Mr. Buben:

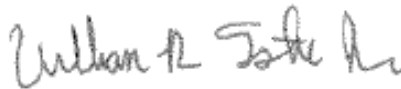
As requested, we have inspected the above-referenced property and have prepared an Appraisal Report addressing the market value of the Fee Simple interest, As Is as of March 25, 2024. The appraised property consists of 22.97 Net Acres of Land with improvements. The improvements consist of two, older and vacant mill buildings consisting of about 38,420 SF and an office building consisting of 5,572 SF, built in 1925. The improvements are at the end of their economic life and are an underutilization of the property, with demolition recommended upon development. The value is in the land. Based on our inspection and analysis, the Market Value of the property is as follows:

**Estimated As Is Value, as of March 25, 2024
22.97 Net Acres of Land, Fee Simple
\$4,950,000**

There are no Extraordinary Assumptions or Hypothetical Conditions used in this assignment.

The value estimate is supported by the data and reasoning detailed in the attached report. The reader is referred to the Assumptions and Limiting Conditions, which are included in the Addenda of the report. We certify that we have no present or contemplated future interest in the property. This appraisal report has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) as approved by the Appraisal Standards Board of the Appraisal Foundation and FIRREA Title XI, 12 CFR Part 34 (RTC). The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Thank you for the opportunity to be of service, and if any information or clarification is needed, please do not hesitate to contact us.



William D. Foster, Jr.
North Carolina State Certified General Appraiser #A4884
704-375-1032 x 703
bill@fortenberrylambert.com

Carol L. Fortenberry, MAI
North Carolina State Certified General Appraiser #A3237
704-375-1032 x 702
carol@fortenberrylambert.com

FORTENBERRY LAMBERT, INC.

EXECUTIVE SUMMARY

Property and Location	22.97 Net Acres of Land 436 Cone Avenue, 200, 212, 306, and 402 Dover Street Pineville, Mecklenburg County, North Carolina 28134
Tax Parcels	221-051-07, 11, and 17
Property Owners	Town of Pineville and Pineville Redevelopment Investment, Inc.
Appraisal Dates	
Date of Report	April 29, 2024
Date of Inspection	March 25, 2024
Date of Value, As Is	March 25, 2024
Report Format	Appraisal Report
Intended Use	To aid in estimating the market value of the land
Intended User	Client
Purpose of Appraisal	Estimate Market Value As Is
Property Rights Appraised	Fee Simple
Hypothetical Conditions	None
Extraordinary Assumptions	None
Zoning	DC - Downtown Core District Town of Pineville Planning Department, Legally, Conforming Use
Description	
Land Area	22.97 Net Acres
Improvements	There are two older and vacant mill buildings consisting of about 38,420 SF and an office building consisting of 5,572 SF, built in 1925. The improvements are at the end of their economic life and are an underutilization of the property, with demolition recommended upon development.
Highest and Best Use	
As If Vacant	Residential
As Improved	Residential
Estimated Exposure Time	6-9 months
Estimated Marketing Time	6-9 months

EXECUTIVE SUMMARY
CONTINUED

Property and Location	22.97 Net Acres of Land 436 Cone Avenue, 200, 212, 306, and 402 Dover Street Pineville, Mecklenburg County, North Carolina 28134
Appraisal Procedures	Sales Comparison Approach
Estimated Values	
Income Approach	N/A
Sales Comparison Approach	\$4,950,000
Cost Approach	N/A
Reconciled Value	\$4,950,000

Appraisers

Carol L. Fortenberry, MAI
North Carolina State Certified General Appraiser #A3237
carol@fortenberrylambert.com



William D. Foster, Jr.
North Carolina State Certified General Appraiser #A4884
bill@fortenberrylambert.com



CERTIFICATION

I, William D. Foster, Jr., certify that, to the best of my knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have not performed previous services as an appraiser or any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. I have made a personal inspection of the property that is the subject of this report.
9. No one provided significant professional assistance to the person signing this report, other than those identified in the report. I have relied on surveys, floor plans, etc., provided by other professional persons who have been identified in the report.
10. As of the date of this report, William D. Foster, Jr., has completed the continuing education program for the state Appraisal Board.

William D. Foster Jr.



William D. Foster, Jr.
North Carolina State Certified General Appraiser #A4884

April 29, 2024
Date

CERTIFICATION

I, Carol L. Fortenberry, MAI, certify that, to the best of my knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have not performed previous services as an appraiser or any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the person signing this report, other than those identified in the report. I have relied on surveys, floor plans, etc., provided by other professional persons who have been identified in the report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, Carol L. Fortenberry, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

Carol L. Fortenberry



Carol L. Fortenberry, MAI
North Carolina State Certified General Appraiser #A3237

April 29, 2024

Date

FORTENBERRY LAMBERT, INC.

TABLE OF CONTENTS

PROPERTY IDENTIFICATION 2

GENERAL INFORMATION 2

SCOPE OF THE WORK..... 4

OWNERSHIP HISTORY 4

REAL ESTATE TAXES AND ASSESSMENTS..... 5

SITE ANALYSIS..... 10

ZONING..... 11

REGIONAL ANALYSIS..... 13

NEIGHBORHOOD ANALYSIS..... 24

HIGHEST AND BEST USE ANALYSIS 27

VALUATION METHODOLOGY 31

SALES COMPARISON APPROACH..... 32

EXPOSURE AND MARKETING TIMES..... 43

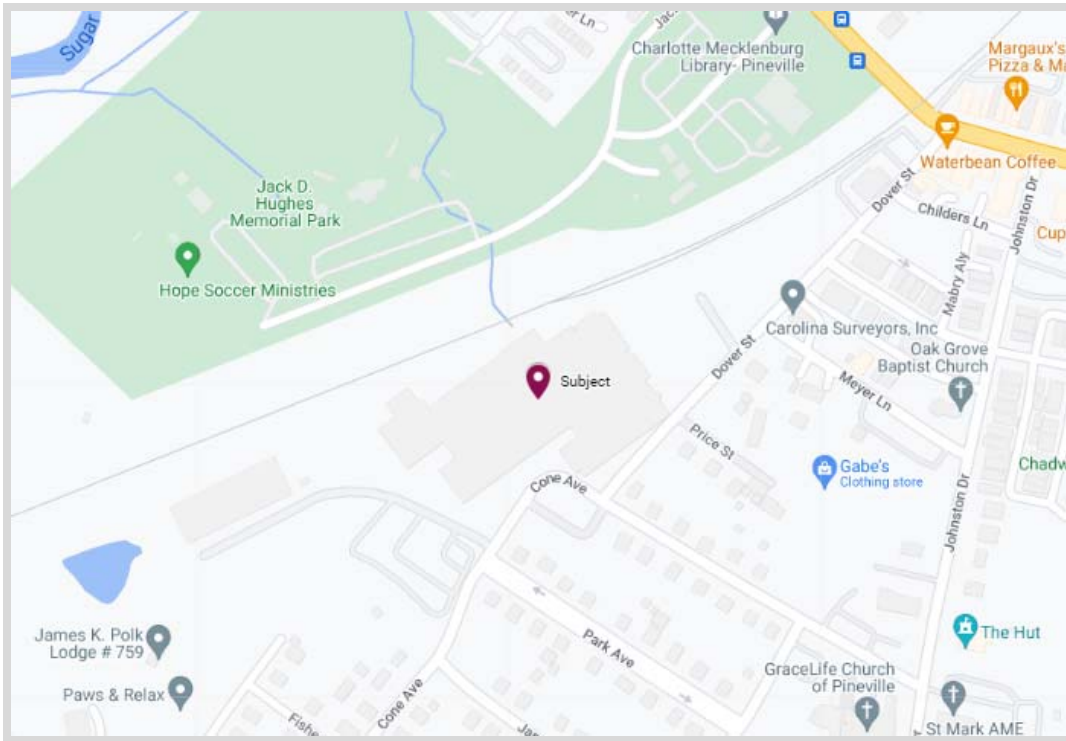
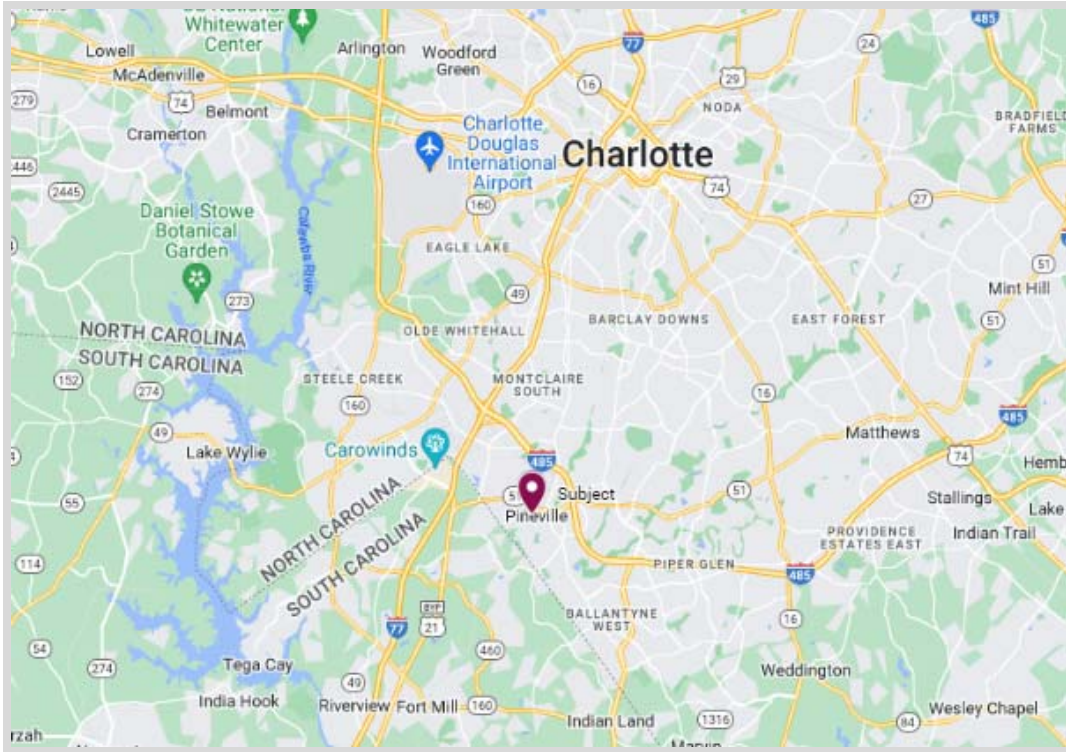
ADDENDA 44

 Assumptions and Limiting Conditions

 Tax Appraisal Cards

 Appraiser Qualifications and Licenses

LOCATION MAPS



PROPERTY IDENTIFICATION

The subject of this appraisal consists of 3 adjacent parcels of land totaling 22.97 net acres of land.

Address	436 Cone Avenue, 200, 212, 306, and 402 Dover Street Pineville, Mecklenburg County, North Carolina 28134
Tax Parcels	221-051-07, 11, and 17 Mecklenburg County
Current Owners	Town of Pineville and Pineville Redevelopment Investment, Inc.

GENERAL INFORMATION

General information regarding the appraisal assignment follows:

Client	Johnston Allison & Hord, PA
Intended User	Client
Intended Use	To aid in estimating the market value of the land.
Purpose	To estimate the market value of the property as is
Report Format	Appraisal Report
Prior Appraisal Services	We have not performed prior services as an appraiser, or any other capacity, on this property within the 3-year period immediately preceding acceptance of this assignment.
Appraiser Competency	Carol L. Fortenberry, MAI and William D. Foster, Jr., are both State Certified General Real Estate Appraisers in North and South Carolina. Mrs. Fortenberry has over 30 years of experience and Mr. Foster with over 20 years, including numerous residential and commercial properties. The appraisers meet the USPAP Competency Provision requirements.

RELEVANT DATES

William D. Foster, Jr. inspected the subject on March 25, 2024. Photos included in this report were taken on this date. Carol L. Fortenberry, MAI inspected the property on a subsequent date. Following are the relevant dates of the appraisal:

Date of Inspection	March 25, 2024
Date of Value, As Is	March 25, 2024
Date of Report	April 29, 2024

DEFINITIONS

Market Value

Market Value is defined by the Office of the Comptroller of the Currency as follows:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;*
- 2. both parties are well informed or well advised, and acting in what they consider their own best interests;*
- 3. a reasonable time is allowed for exposure in the open market;*
- 4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and*
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”*

As Is Market Value

“The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal’s effective date.”¹

Property Rights Appraised Fee Simple

The value of the Fee Simple interest is appraised, defined as follows:

“ Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”²

The absolute fee is full interest and total ownership in real property. Examples of limited ownership in real estate include leasehold rights, leased fees, life estates and other such uses. These types of ownership are limited in their rights, as compared to total fee ownership.

Hypothetical Condition and Extraordinary Assumptions

The *Uniform Standards of Appraisal Practice (USPAP)* defines a **Hypothetical Condition** as:

“that which is contrary to what exists but is supposed for the purpose of analysis.”

Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject or about conditions external to the property, or about the integrity of data used in an analysis.

USPAP defines an **Extraordinary Assumption** as:

“an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions.”

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property.

¹The Dictionary of Real Estate Appraisal, 7th Edition. [Appraisal Institute](#), 2022, Page 10.

²The Dictionary of Real Estate Appraisal, 7th Edition. [Appraisal Institute](#), 2022, Page 74.

Hypothetical Conditions Used	None
Extraordinary Assumptions Used	None

SCOPE OF THE WORK

The scope, or extent of work, includes the following:

- *Physical inspection of the subject site, improvements, and neighborhood;*
- *Inspection of selected comparable properties;*
- *Site analysis including physical and legal characteristics;*
- *Improvement analysis including construction details and functional utility;*
- *Highest and best use analysis, as vacant and improved,*
- *Use of traditional, reliable appraisal methods to arrive at estimates of market value;*
- *Reconciliation of the values into a final market value conclusion, and;*
- *Estimate of reasonable marketing and exposure time associated with the estimated market value.*

The Sales Comparison Approach is used to estimate the value of the fee simple interest in the property, As Is. The Cost Approach is not used. The Income Approach is omitted as the fee simple interest in the land is estimated.

OWNERSHIP HISTORY

According to the Mecklenburg County Register of Deeds, the most-recent transaction involving the subject property is as follows:

Current Owners of Record	Town of Pineville and Pineville Redevelopment Investment, Inc.
Recent Transaction Dates	6/3/20; 11/22/19; and 10/7/01
Grantors	Town of Pineville and Pineville Redevelopment Investment, Inc.
Deed References	Deed Book 34652-660; 340635-1; and 12744-857
Price	\$0 (Related Party Transfer); and \$85,000
Pending Transaction	The property is under a Letter of Intent (LOI) with Cone Mill Development Ventures, LLC, dated September 2023, for \$4,000,000 or \$174,140 per net usable acre. The contract price is low based on market evidence.

REAL ESTATE TAXES AND ASSESSMENTS

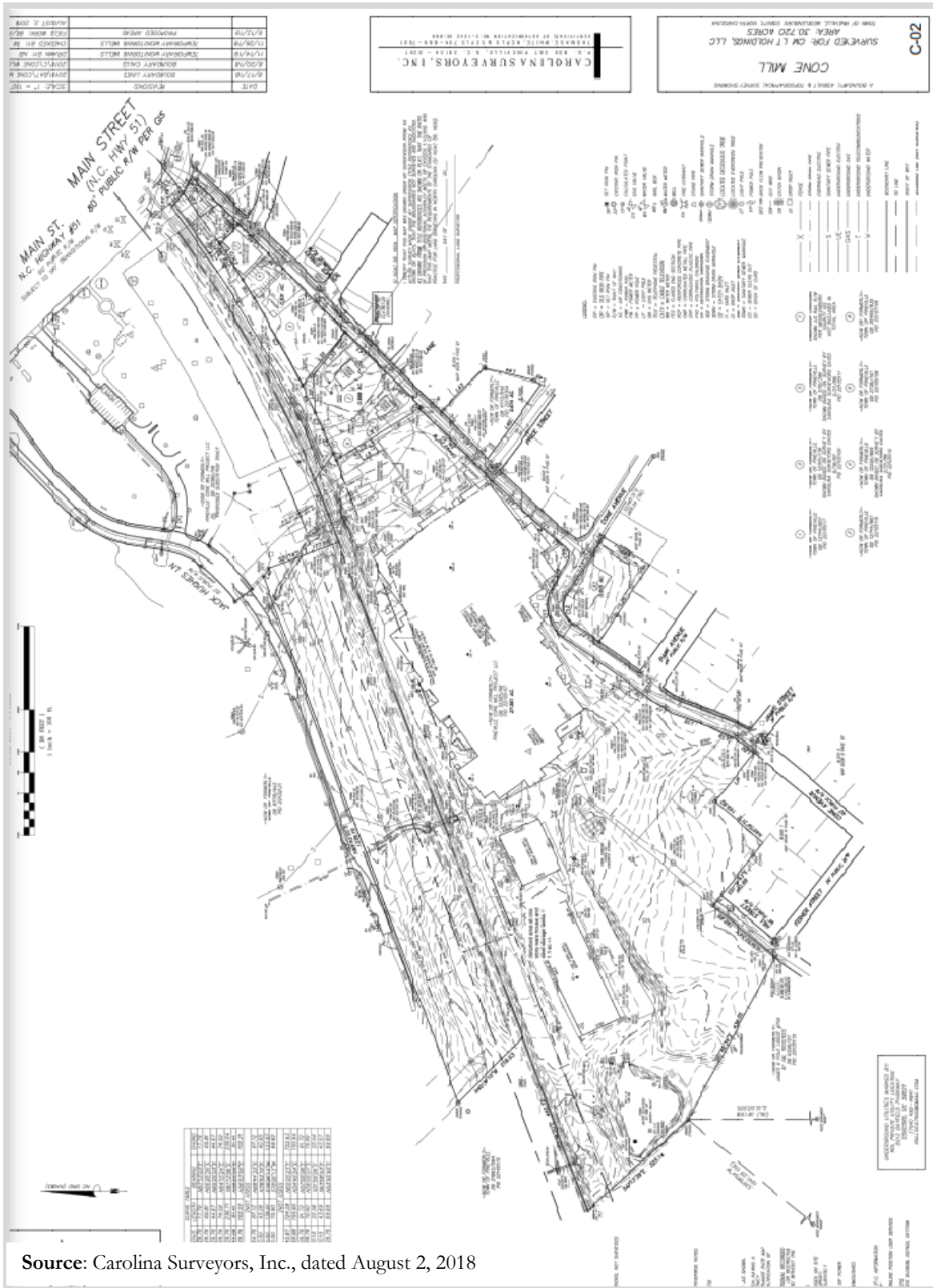
The subject is located within the Town Limits of Pineville, in Mecklenburg County, NC. According to GS 105-286, counties in North Carolina are required to conduct a Revaluation every at least every 8 years. Some counties use a shorter cycle. In Mecklenburg County, the most recent Revaluation was completed in 2023. The 2024 tax rates will not be available until the summer of 2024. For this analysis, the 2023 assessed values and tax rates are used to estimate the 2024 tax liability, which is included in the accompanying table.

Estimated Tax Liability - As Is

Owners: Town of Pineville and Pineville Redevelopment Investment, Inc.			
<u>Tax Parcel (221-051-07)</u>	<u>Size</u>	<u>Appraised Value/Unit</u>	<u>Appraised Value</u>
<u>Land</u>	20.88 AC	\$284,602 /AC	<u>\$5,942,500</u>
Assess value			\$5,942,500
<u>Tax Parcel (221-051-11)</u>			
Land	1.16 AC	\$394,224 /AC	\$457,300
<u>Features</u>			\$13,200
<u>Building</u>			<u>\$633,400</u>
Assess value			\$1,103,900
<u>Tax Parcel (221-051-17)</u>			
<u>Land</u>	0.93 AC	\$582,473 /AC	<u>\$541,700</u>
Assess value			\$541,700
Total Assessed Value		100%	\$7,588,100
<u>Deferred Value</u>			<u>\$0</u>
Total Adjusted Assessed Value			\$7,588,100
<u>Projected 2024 Tax Rate (per \$100)</u>			
Mecklenburg County	0.4731		
Town of Pineville	<u>0.285</u>		
Combined	0.7581		
<u>Estimated 2024 Tax Liability (Assessment/\$100 x Tax Rate)</u>			
2022 Liability	\$57,525		
Source: Mecklenburg County Tax Assessor's Office			
Notes: Sizes shown are actual and may differ from tax records.			

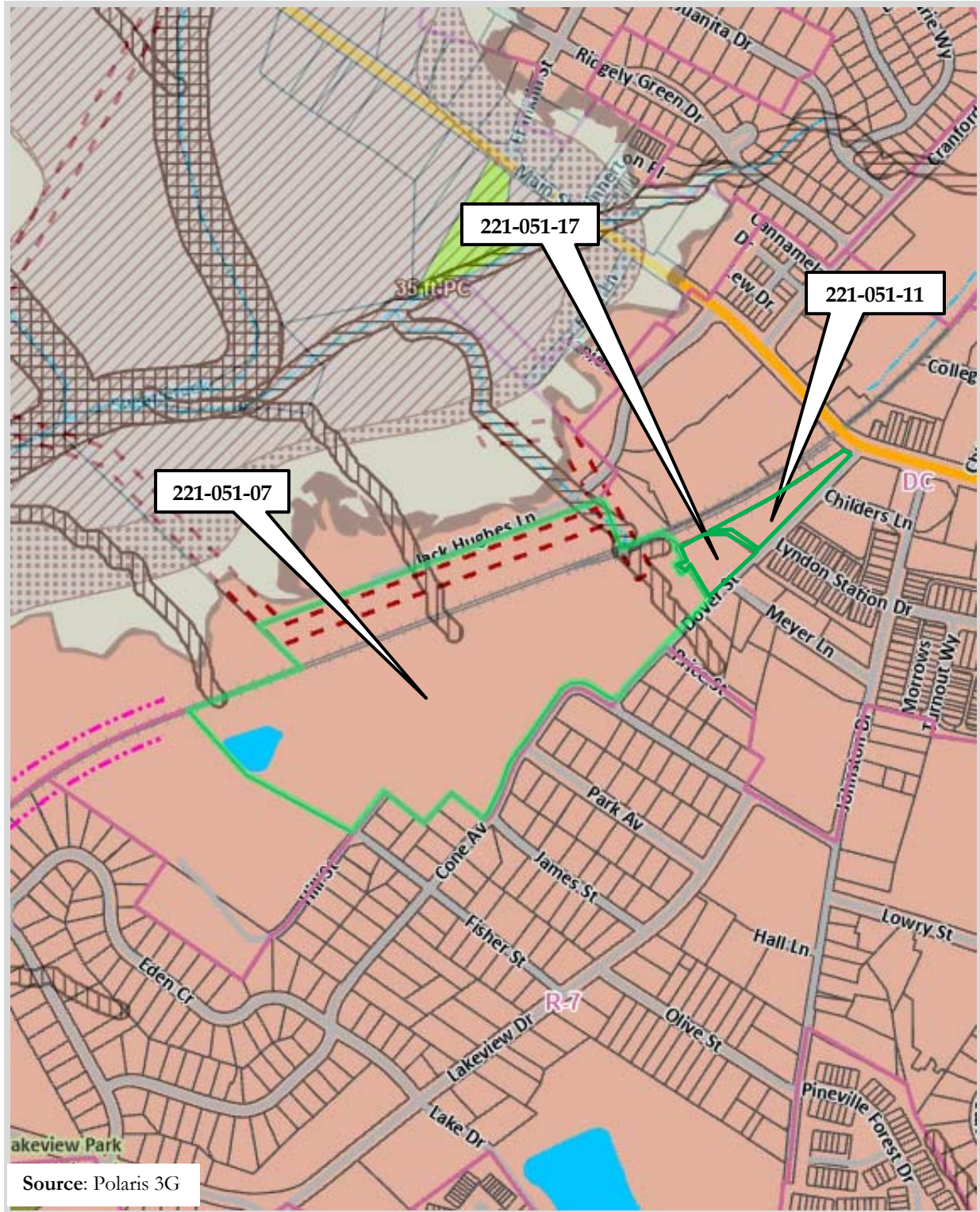
The assessed value is high based on our value conclusion estimate, with a tax appeal recommended. There are no delinquent taxes for the property.

SURVEY

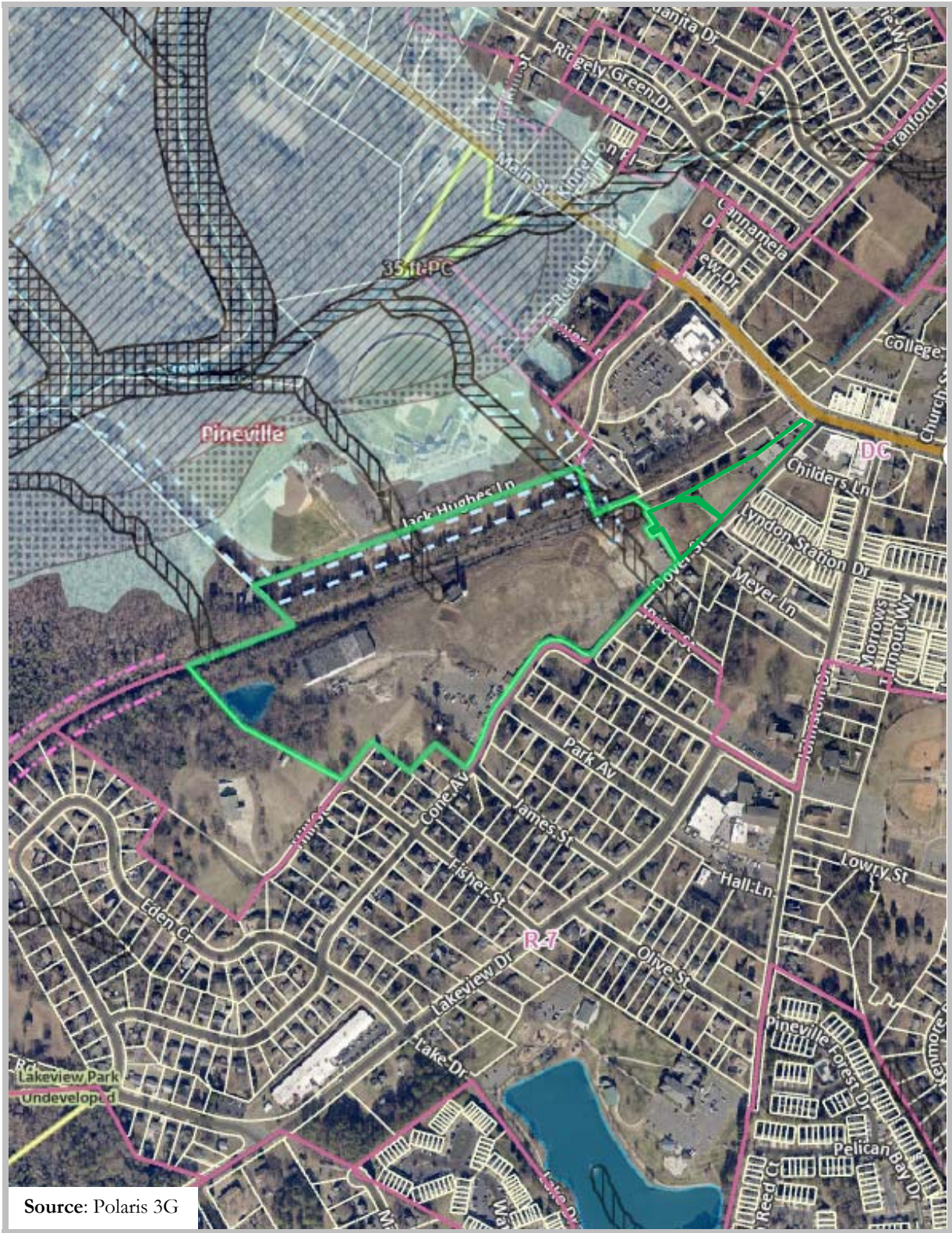


Source: Carolina Surveyors, Inc., dated August 2, 2018

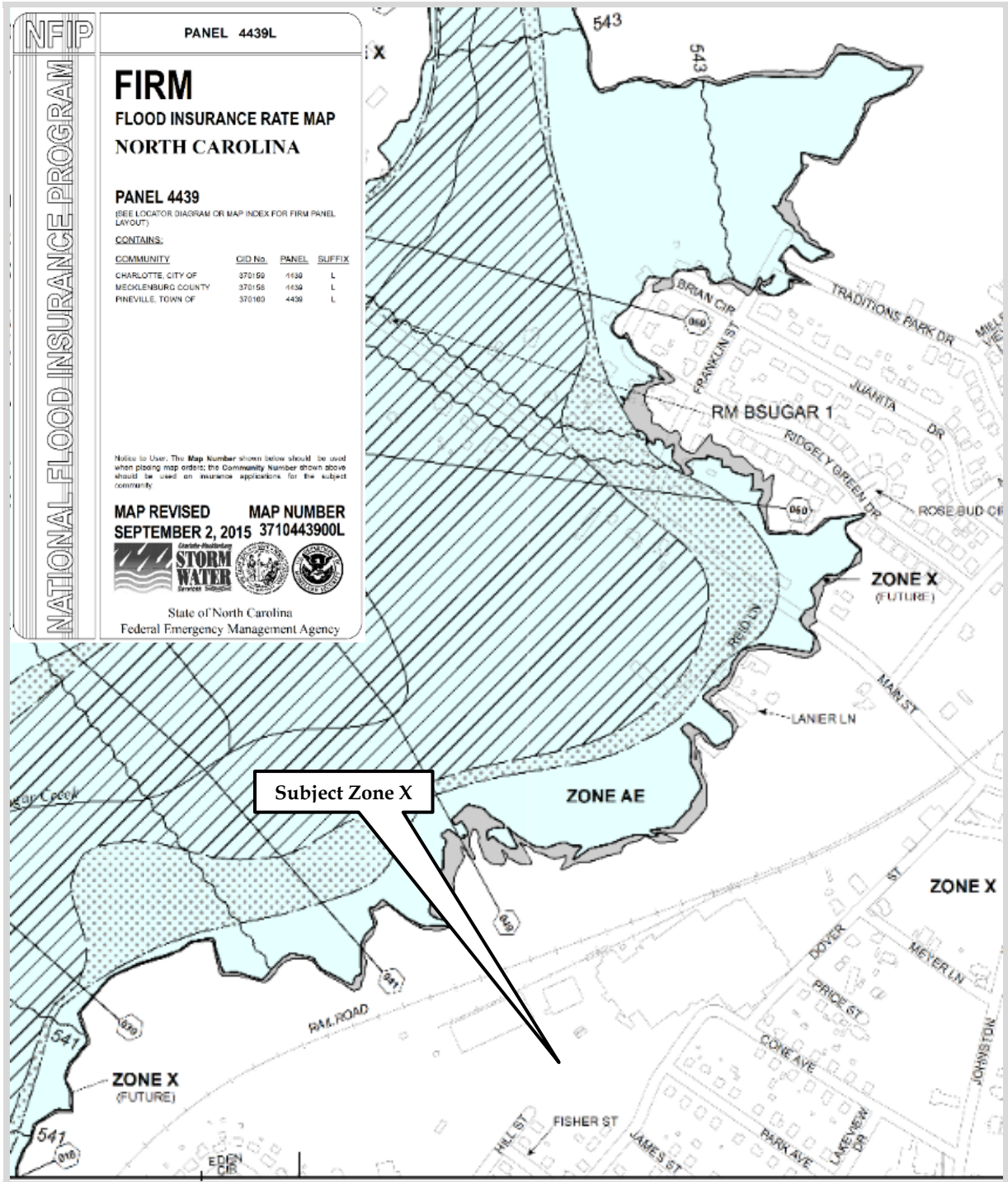
TAX MAP



TAX MAP AERIAL



FEMA FLOODPLAIN MAP



SITE ANALYSIS

General	
Information for the subject is based on a review of the survey and discussion with the surveyor, tax maps, legal descriptions, aerial maps, topographic maps, Mecklenburg County GIS information, FEMA floodplain map, and an inspection.	
Location	436 Cone Avenue, 200, 212, 306, and 402 Dover Street Pineville, Mecklenburg County, North Carolina 28134
Tax Parcels	Mecklenburg County: 221-051-07, 11, and 17
Current Use	Vacant
Land Area	22.97 Net Usable Acres (deduct railroad ROW and utility easement)
Building Coverage Ratio	N/A
Zoning	DC, Downtown Core District Town of Pineville Planning Department, Legally Conforming Use
Shape	Irregular and functional
Frontage	855 feet on Jack Hughes Lane, 195 feet on Hill Street, and 2,025 feet on Dover Street
Access	Access from Dover Street and Hill Street
Topography	Gently Sloping
Floodplain/Buffers	FEMA Map Panel 3710443900L, dated September 2, 2015. Located in Zone X. There are 3, Post Construction (PC) buffers running through parts of the northern and eastern sections of the property. These buffers restrict development but are not detrimental.
Wetlands	No wetland studies were provided and the report assumes there are no wetlands.
Soil & Environmental Concerns	No soil or environmental reports were provided. The subject is part of a Brownfields Agreement between the owners and the Department of Environmental Quality (DEQ), recorded in Deed Books/Pages 33549/844 and 34065/4. The agreement states that the subject is suitable for office/retail, institutional, educational, recreational, and high-density residential development only while fully protecting public health and environment. The values reported are based on the assumption that the subject site meets all Environmental Protection Agency requirements and regulations, including those found in the Brownfield's Agreement..
Utilities	The site has access to all municipal and private utilities.
Easements & Encroachments	There is a 130-foot wide Norfolk Southern railroad ROW (4.694 acres) and 68-foot wide Duke Power transmission line easement (2.055 acres) running across the northern part of tax parcel 221-051-07. These areas cannot be developed and are deducted from the gross acreage of the property. There are no other obvious easements, other than typical utility and road right-of-way easements that are common and not detrimental for development.
Improvements	There are two older and vacant mill buildings consisting of about 38,420 SF and an office building consisting of 5,572 SF, built in 1925. The improvements are at the end of their economic life and are an underutilization of the property, with demolition recommended upon development.
Conclusion	All characteristics of the site are functionally adequate for development to its highest and best uses.

ZONING

According to the Town of Pineville Planning Department, the subject is zoned DC, Downtown Core District. This district is designed for a variety of residential, commercial, and institutional uses.

According to the Zoning Ordinance,

“The overall intent of the Overlay District is to guide the design of all projects within the this overlay district into the most attractive, long lasting, sustainable, and pedestrian friendly environment possible. Design features within this overlay district include placing buildings closer to each other as well as closer to the street to foster a more comfortable pedestrian streetscape where activity and amenities are expected to occur. As sidewalks remain the principal place of pedestrian movement and casual social interaction, designs and uses should therefore be complementary, and reinforce that function. All development in this district shall comply with the requirements within the Downtown Overlay Plan.”

The development standards as set forth in the zoning ordinance are summarized in the table below for the DC classification.

DC Development Standards

<u>Standard</u>	<u>Requirement</u>
Minimum Lot Size	None
Minimum Lot Width	None
Minimum Front Setback	None
Minimum Side Yard	None
Minimum Rear Yard	None
Minimum Building Height	Varies
Parking Required/Proposed	Varies

Source: Town of Pineville Zoning Ordinance

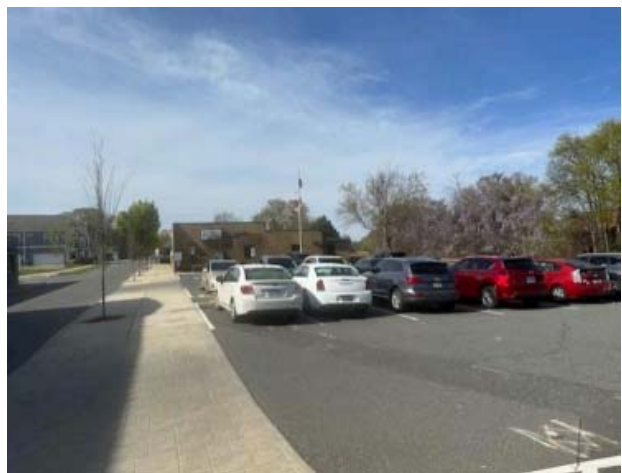
The property is under an LOI with Cone Development Ventures, LLC, dated September 2023. The prospective buyer/developer submitted a site plan to the Town of Pineville, with plans to develop the property with a maximum of 162 attached townhome units and up to 44,000 SF of commercial uses, along with 266 parking spaces (with some of those spaces dedicated to public parking). According to the Town Manager, Ryan Spitzer, the site plan has been approved.

The property, as is, is a legally, conforming use.

SUBJECT PHOTOS



221-051-07 – UTILITY EASEMENT AREA



221-051-11 – FACING SOUTHWEST



221-051-17 FACING SOUTHWEST



221-051-07 FACING NORTH



221-051-07 FACING NORTH



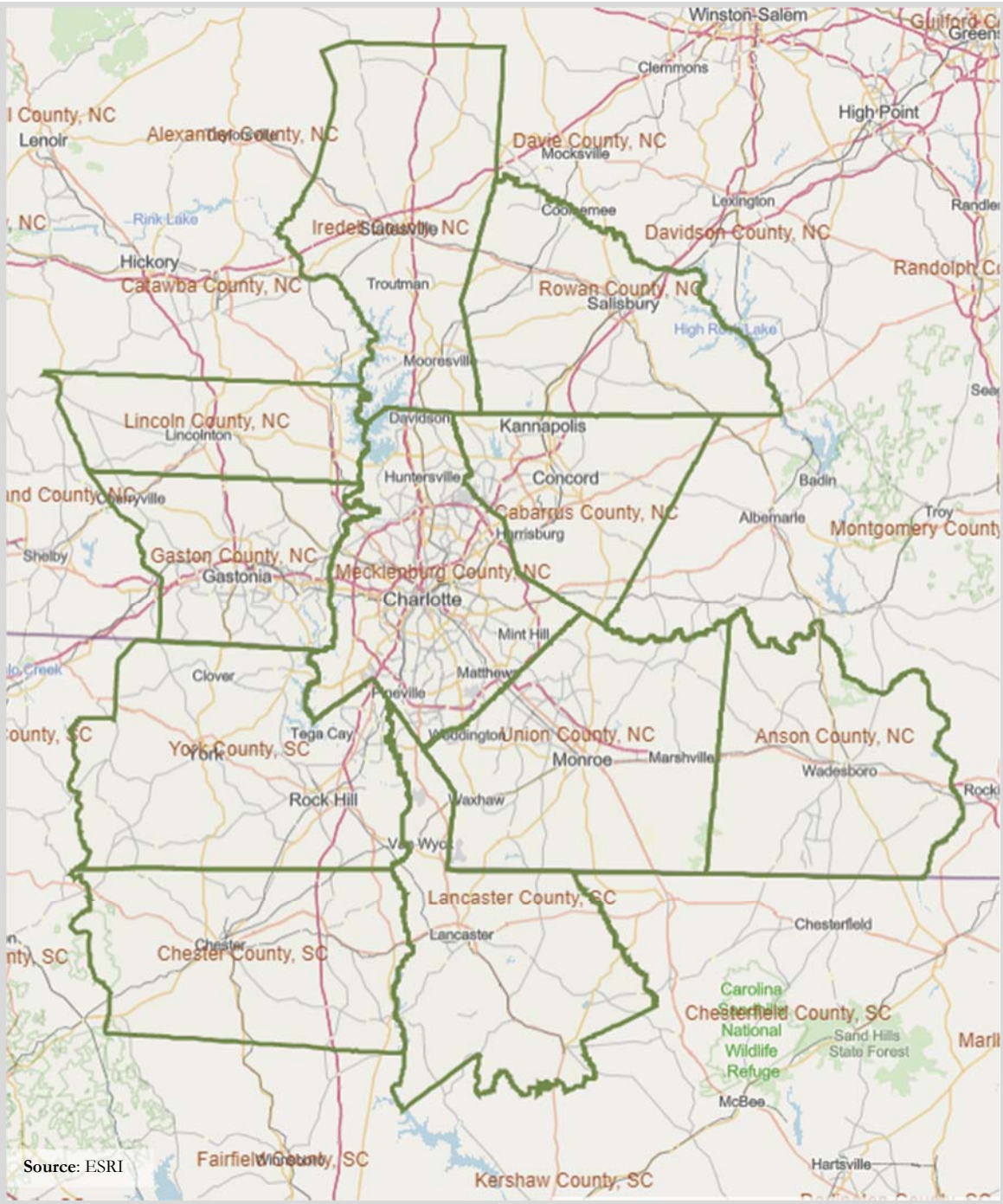
221-051-07 – FORMER MILL BUILDINGS

REGIONAL ANALYSIS

LOCATION AND ACCESS

The subject is located in the Piedmont area of North Carolina, within the Charlotte-Concord-Gastonia Metropolitan Statistical Area (MSA). The MSA is comprised of 11 counties centered on the City of Charlotte and located on the North Carolina-South Carolina border.

CHARLOTTE-CONCORD-GASTONIA MSA



MECKLENBURG COUNTY



One of the drivers of the Charlotte economy is its connectivity. Interstate 85 provides accessibility southwest to Greenville-Spartanburg and Atlanta, and northeast to Greensboro and Raleigh-Durham and I-95. Interstate 77 connects south to Columbia, SC and I-26, which runs southeast to Charleston, SC. To the north, I-77 connects to I-40 at Statesville, NC and to I-81 in Virginia. Interstate 40 also connects west to the Asheville area and western NC. Charlotte has two loops: I-277, which wraps around the CBD, and an outer loop, I-485, which was completed in 2016. Primary US Highways bisect the region and include US Highways 21, 29, 74, 321, 521, and 601.

The Charlotte Area Transit System (CATS) operates bus service to surrounding suburban communities in both North and South Carolina. CATS also operates the LYNX light rail. Currently, the system consists of the Blue Line, connecting Pineville in the south to UNC Charlotte in the northeast, running through the CBD, totaling 19 miles. The newest part of the LYNX network is the Gold Line, which is a streetcar line being completed in phases. Currently, the line is 4 miles with 17 stops, running from Sunnyside Avenue, south along Hawthorne Lane to 5th Street, at Novant Hospital, and then west to the Johnson C Smith University Campus and the historic West End.

Charlotte-Douglas International Airport, located in western Mecklenburg County, is the region’s center for air travel and consistently ranked as one of the top 10 busiest airports in the world. Service is provided to 178 nonstop destinations, including international locations. Norfolk Southern Railway, which has an intermodal facility at the airport, and CSX Transportation link over 40,000 miles of rail between Charlotte and 23 eastern states.

DEMOGRAPHIC TRENDS

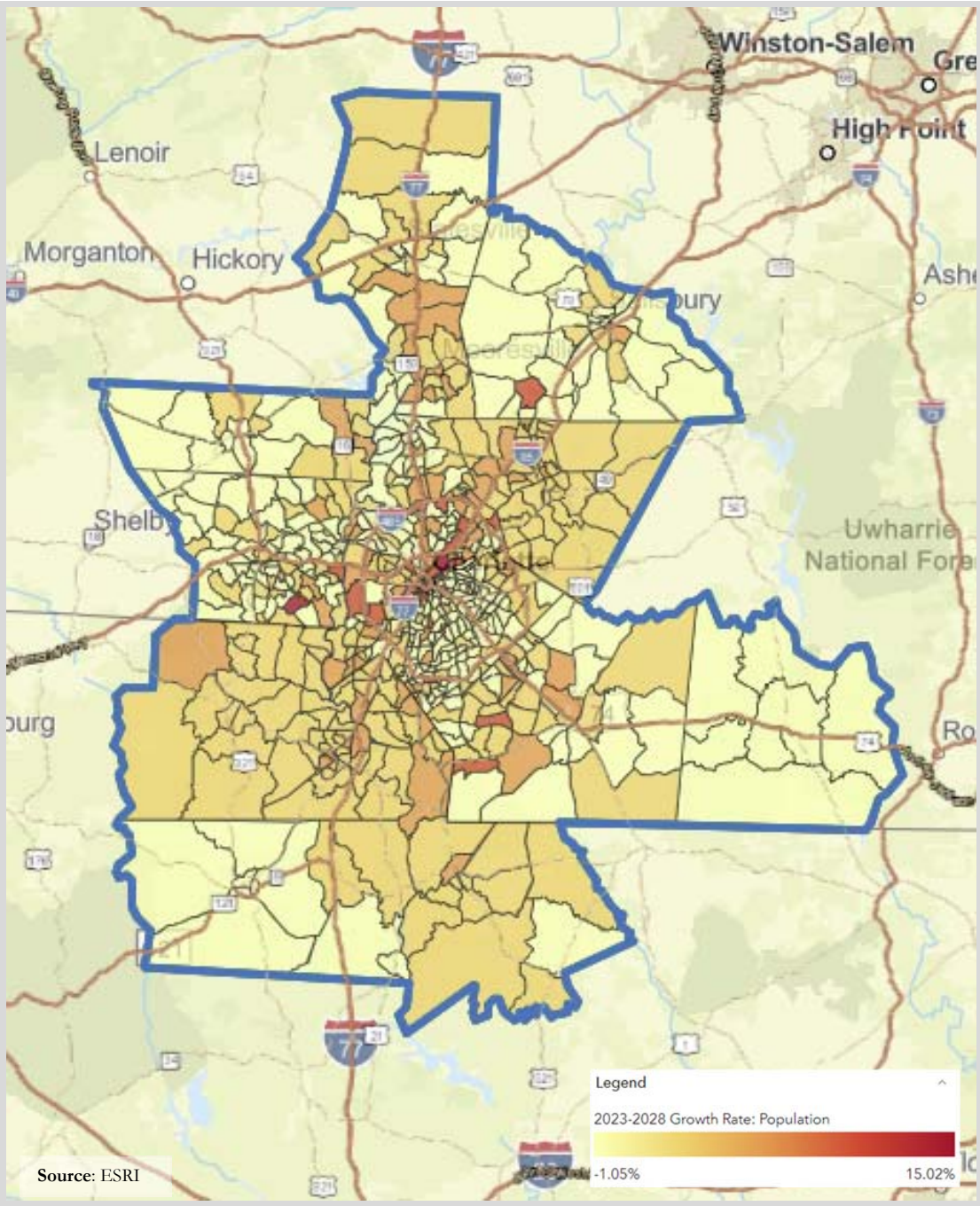
According to the 2020 US Census, the Charlotte MSA is the 23rd-largest in the US and the largest in the Carolinas. Charlotte is consistently among the fastest growing cities in the US. The following table outlines key demographic data for Charlotte, Mecklenburg County, and the MSA:

Demographic Summary

	City of Charlotte	Mecklenburg County	Charlotte- Concord- Gastonia MSA
<u>Population</u>			
2028 Projection	971,196	1,238,188	2,934,426
2023 Estimate	913,568	1,170,993	2,798,267
2020 Census	875,493	1,115,482	2,660,329
2010 Census	732,641	919,622	2,243,837
Annual % Change 2010 Census-2023 Estimate	1.7%	1.9%	1.7%
Projected Annual % Change 2020 Census-2028	1.3%	1.3%	1.2%
<u>Households</u>			
2028 Projection	400,518	503,651	1,153,749
2023 Estimate	373,629	473,240	1,092,627
2020 Census	355,758	448,814	1,034,018
2010 Census	290,446	362,211	858,450
Annual % Change 2010 Census-2023 Estimate	2.0%	2.1%	1.9%
Projected Annual % Change 2020 Census-2028	1.5%	1.5%	1.4%
2023 Average Household Size	2.4	2.5	2.6
<u>Median Household Income</u>			
2028 Projection	\$86,432	\$92,744	\$86,420
2023 Estimate	\$74,672	\$79,209	\$75,497
Projected Annual % Change 2023-2028	3.0%	3.2%	2.7%
<u>Median Owner-Occupied Housing Values</u>			
2028 Projection	\$378,063	\$387,284	\$354,641
2023 Estimate	\$339,687	\$352,399	\$312,575
Projected Annual % Change 2023-2028	2.2%	1.9%	2.6%
<u>Housing Summary</u>			
2023 Owner-Occupied	46.9%	51.0%	61.2%
2023 Renter-Occupied	46.0%	42.3%	32.1%
% Vacant	7.1%	6.7%	6.7%
Source: US Census Bureau, Census 2010 and 2020. <i>ESRI</i> estimates and forecasts for 2023 and 2028.			

The MSA, County and City are projected to have consistent population growth of 1.2% to 1.3% over the next 5 years. The following map shows projected population growth on the Census Tract level from 2023 to 2028. Although the entire area is growing, much of the population increases are centered on the urban core of the region, following Charlotte’s light rail to the north and south of the CBD, shown in darker colors. Other pockets of high growth are SW Mecklenburg County and central Iredell County (Mooresville), as well as the I-85 corridor to the northeast. Generally, moving out from central Charlotte, growth tends to be slower in the outlying areas of the surrounding counties.

**PROJECTED ANNUAL POPULATION GROWTH 2023 – 2028
BY CENSUS TRACT**



ECONOMY

According to the North Carolina Department of Commerce, Division of Employment Security data, MSA employment grew at an average of 2.6% per year from 2018 to 2022, including a contraction of 4.8% in 2020 due to the COVID-19 Pandemic. Unemployment peaked in April 2020 at 13.6% but recovered to less than 5.0% 12 months later. The following table outlines employment trends (annual averages) for the MSA:

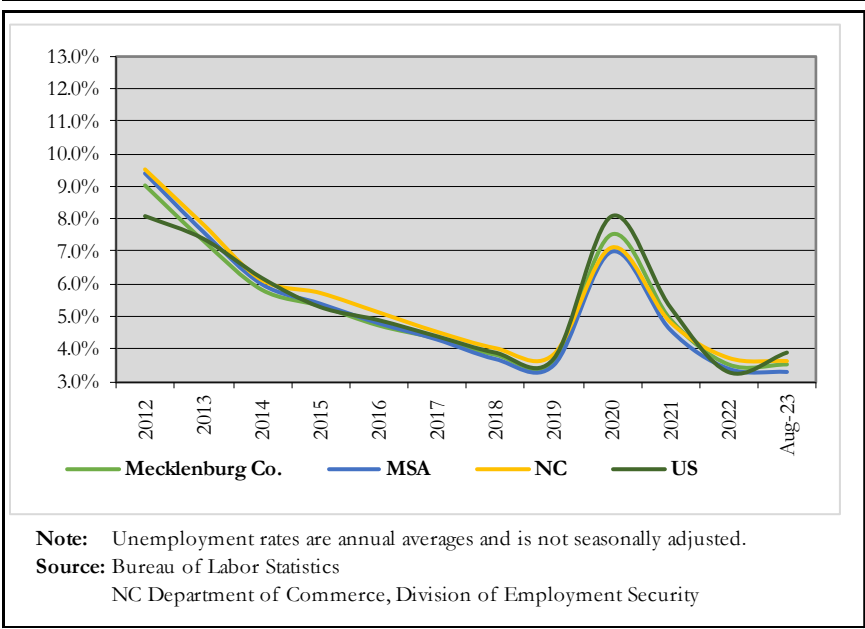
Charlotte MSA Employment Trends

<u>Year</u>	<u>Employment</u>	<u>Growth (Jobs)</u>	<u>% Change</u>	<u>Unemployment Rate</u>
2018	1,264,550	51,434	4.2%	3.8%
2019	1,299,595	35,045	2.8%	3.5%
2020	1,237,468	-62,127	-4.8%	7.3%
2021	1,296,980	59,512	4.8%	4.6%
2022	1,377,095	80,115	6.2%	3.4%
5- Year Annual Average	1,295,138	32,796	2.6%	4.5%
As of August 2023	1,429,114	52,019	3.8%	3.2%

Notes: Annual data is the 12-Month Average for each year, unadjusted.
 % Change for August 2023 is from 2022 average.
Source: NC Employment Security Commission

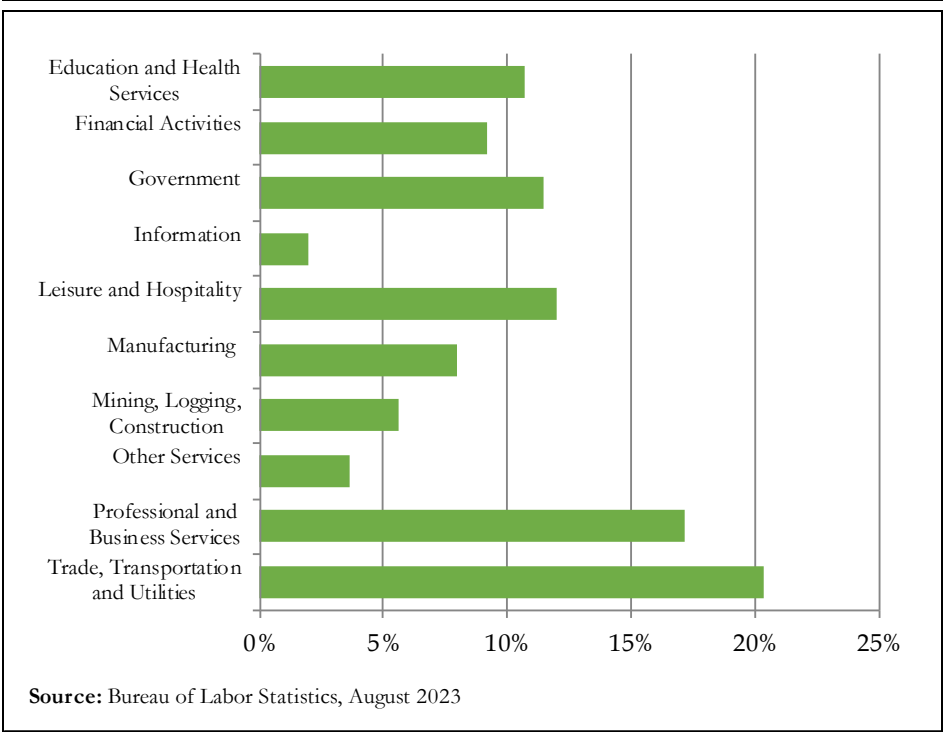
Unemployment for the MSA and Mecklenburg County have typically remained below national averages, which is currently the case. The most recent rates (August 2023) are 3.3% to 3.5% for, Mecklenburg County and the MSA. Unemployment spiked in the US, State, County and MSA in 2020, with rates in the 7% to 8% range. Historical unemployment rates are compared in the following graph:

10-Year Unemployment Rate Comparison



Charlotte’s regional economy is diversified among the financial, manufacturing, trade, services and government sectors. As shown in the following graph, the Trade, Transportation and Utilities sector of the economy has the largest proportionate share of employed workers.

**Employment by Industry, Proportionate Share
Charlotte MSA**



There are 18 Fortune 1000 headquarter locations in the Charlotte area, and over 300 Fortune 500 companies represented in the area. Following is a list of the Fortune 1000 companies headquartered in the region:

Charlotte-Area Fortune 1000 Headquarters

Rank	Company	Rank	Company	Rank	Company
32	Lowe's	299	Sonic Automotive	600	Sealed Air
39	Bank of America	415	CommScope	639	JELD-WEN
102	Nucor	448	Brighthouse Financial	665	RXO
115	Honeywell	493	Albemarle	668	Domtar
141	Duke Energy	565	Coca Cola Consolidated	757	Dentsply Sirona
157	Truist	578	Ingersoll Rand	975	Curtiss-Wright

Source: Charlotte Regional Business Alliance

Charlotte is a primary banking center for the US, with almost 120,000 employees in the financial activities sector. Charlotte is the home for a branch of the US Federal Reserve and headquarters for Bank of America. Wells Fargo bank has a regional headquarters in Charlotte. Following is a list of Mecklenburg County’s largest non-governmental employers.

Mecklenburg County Top 10 Largest Non-Governmental Employers

<u>Company</u>		<u>Company</u>	
1	Atrium Health	6	Novant
2	Wells Fargo	7	Charter Communications
3	Bank of America	8	Presbyterian Hospital
4	Amazon	9	Universal Protection Service
5	American Airlines	10	Harris-Teeter

Source: NC Department of Commerce, July 2023

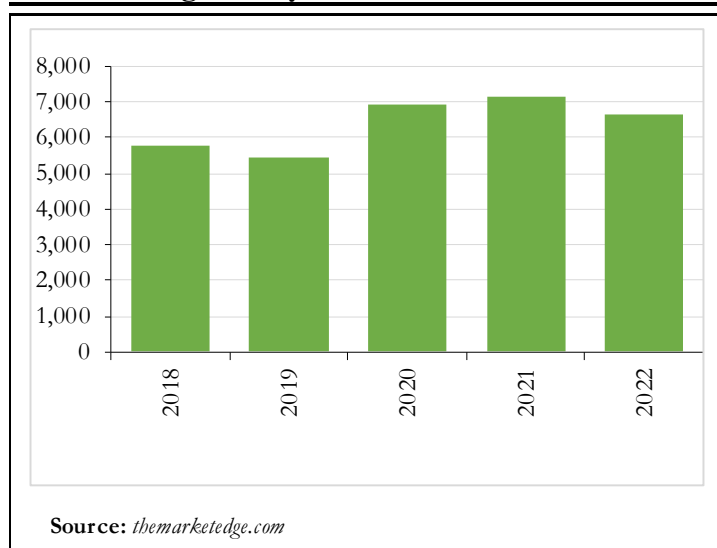
Manufacturing has historically been a key element of Charlotte's economy. The region's manufacturers are in many different fields, including non-electrical and electrical machinery, metal working and chemicals. Major manufacturers in the MSA represent every major NAICS category. The Charlotte Chamber and Regional Partnership have placed emphasis on high-tech, bio-tech and other knowledge-based industries. An example is the continuing expansion of the 350-acre North Carolina Research Campus (NCRC), located in Kannapolis, which focuses on biotechnology related to food and nutrition. The NCRC includes several university-run research facilities and will have over 1 million SF of lab space when completed.

REAL ESTATE

Residential

Historically, Charlotte's growth in employment and population has created an ongoing demand for new housing, and residential building activity has kept pace with the growth. The most-recent residential building permit activity in Mecklenburg County (December 2022) is shown on the accompanying graph:

**New Residential Building Permit Trends
Mecklenburg County**



Charlotte has historically had a very active residential transaction market. The following graphic outlines recent key statistics for the Charlotte region, provided by the Charlotte Regional Realtor Association’s MLS service (Canopy):

Charlotte Region MLS Statistics

Key Metrics	August			Year to Date		
	2022	2023	Percent Change	Thru 8-2022	Thru 8-2023	Percent Change
New Listings	5,194	4,553	- 12.3%	43,104	34,032	- 21.0%
Pending Sales	4,214	3,828	- 9.2%	35,409	30,849	- 12.9%
Closed Sales	4,550	3,875	- 14.8%	35,706	28,909	- 19.0%
Median Sales Price*	\$389,900	\$386,910	- 0.8%	\$380,000	\$378,000	- 0.5%
Average Sales Price*	\$459,780	\$474,987	+ 3.3%	\$444,523	\$460,848	+ 3.7%
Percent of Original List Price Received*	98.5%	98.1%	- 0.4%	101.2%	97.3%	- 3.9%
List to Close	73	82	+ 12.3%	74	89	+ 20.3%
Days on Market Until Sale	19	29	+ 52.6%	18	37	+ 105.6%
Cumulative Days on Market Until Sale	19	31	+ 63.2%	18	40	+ 122.2%
Average List Price	\$450,692	\$486,274	+ 7.9%	\$462,127	\$493,674	+ 6.8%
Inventory of Homes for Sale	7,307	5,309	- 27.3%	--	--	--
Months Supply of Inventory	1.6	1.5	- 6.3%	--	--	--

* Does not account for sale concessions and/or downpayment assistance. | Percent changes are calculated using rounded figures and can sometimes look extreme due to small sample size.

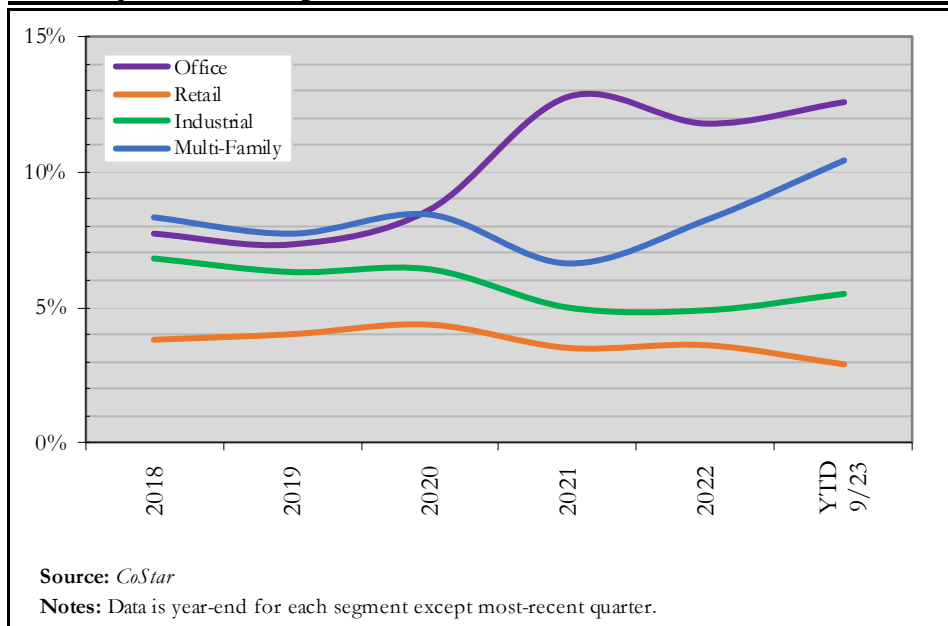
Source: Canopy MLS

Listing volume is down 21% Year-to-Date 2023 versus a year ago. Median Sales Prices were down only slightly over the same timeframe. The total number of homes for sale continues to lag and is now down 27.3% from one year ago. There is 1.5 month’s supply of inventory available in the market, slightly improved from a year ago.

Commercial

Charlotte’s commercial real estate markets are active and generally performing well. However, the office and multi-family segments have seen a significant uptick in vacancy, which is consistent with other similar-sized markets. There are a substantial amount of apartments under construction, leading to an upward-trending vacancy projection. Absorption is generally positive and lease rates continue to increase in all segments except for multi-family. The Industrial segment has experienced significant rent growth over the last 24 months, with a slightly downward-trending vacancy rate. Vacancy rates for Industrial and Retail have fluctuated little, within a few hundred basis points over the last 5 years. Office and Multi-Family are trending upward. The following graph shows 5-year vacancy trends:

Vacancy Trend Comparison



CONCLUSIONS AND RECENT NEWS

The Charlotte MSA region consists of almost 2.8 million people in 11 counties, straddling the North Carolina-South Carolina state line. It is strategically located in the center of the East Coast, within a day's motor freight delivery to about 60% of the US population and over 60% of the nation's industrial base. Positive characteristics for the region include a relatively low cost of doing business, a diversified industrial structure, and a rapidly growing population base due to in-migration.

Recent regional new job announcements in the region are outlined in the following table:

Announced Investment Activity: County

Announcement by County	Jobs	Capital Investment (\$ Millions)	Announcement by County	Jobs	Capital Investment (\$ Millions)
Chester	480	\$1,773M	Lincoln	10	\$6.5M
Albemarle	300	\$1,300M	KACO	5	\$1.5M
IKO	180	\$363M	United Plate Glass	5	\$5M
Cleveland	178	\$.7M	Mecklenburg	150	\$30M
Bosch	78	\$.7M	SEG Systems	150	\$30M
The Armored Group	100		York	430	\$461.5M
Iredell	263	\$37.6M	Pallidus	405	\$443M
Dura Supreme, LLC	237	\$17.4M	PDM US	25	\$18.5M
NGK Ceramics	-	\$9.4	Grand Total	1,513	\$2,200.3M
Water Tech, Inc.	26	\$10.8M			
Lancaster	2	\$1M			
Captron	2	\$1M			

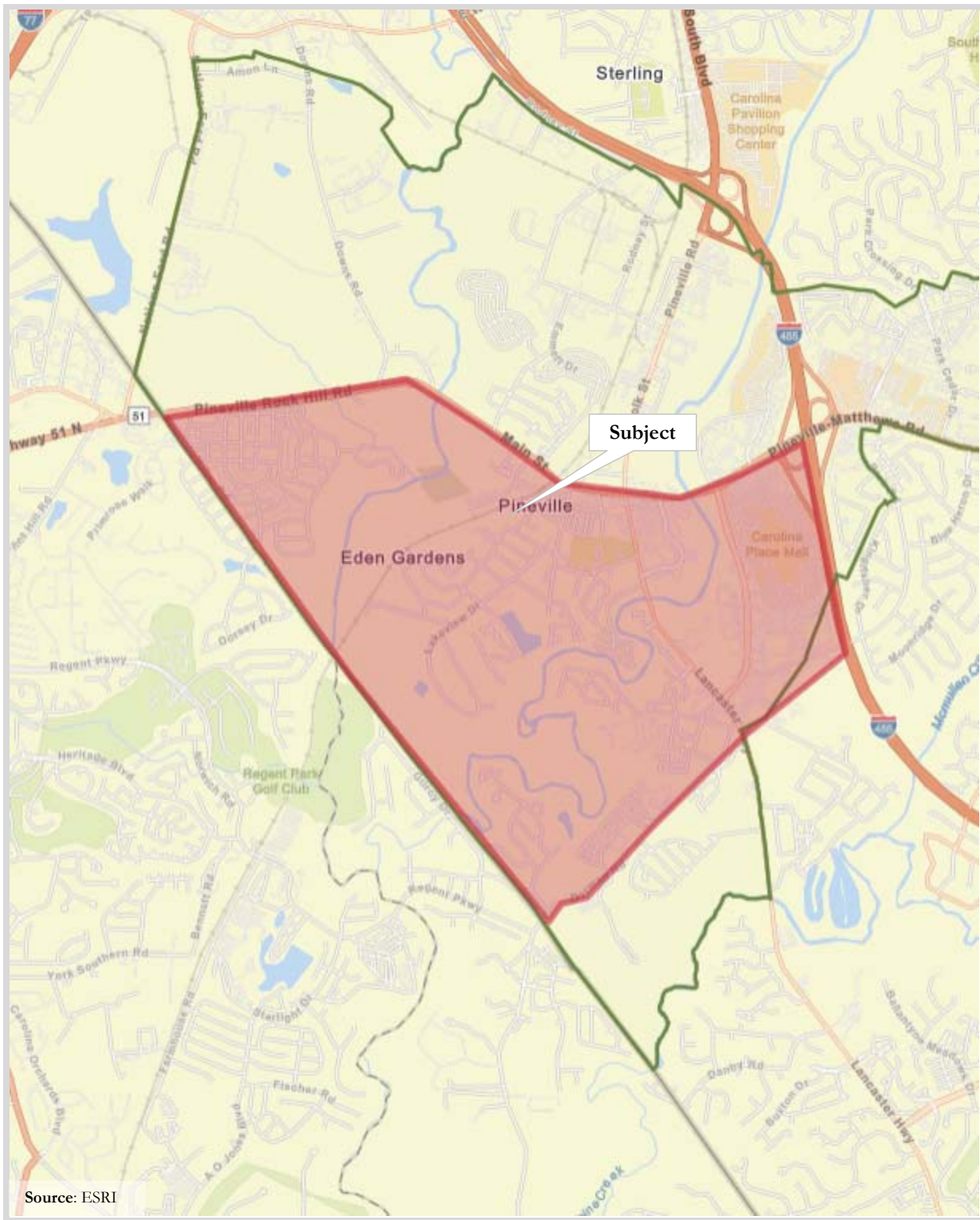
CHARLOTTE REGIONAL BUSINESS ALLIANCE

Charlotte Regional Business Reliance's 1st Quarter 2023 *Growth Report* has the following commentary regarding the economic performance for the region:

“Employment levels reflect a cooling economy. Regional employment saw a decrease of 0.54% quarter over quarter. The regional unemployment rate remains low at 3.5%, with only a slight increase in claims. Overall, regional employment growth is higher than North Carolina, but lower than South Carolina. Q1 ended with 13 projects, totaling an announced capital investment of \$2.2B and 1.5K jobs. Aligned with national trends, the region continues to see activity within the EV ecosystem including the year's first billion dollar announcement by Albemarle. Additionally, other announcements include Select CLT wins via Pallidus and Captron.

Several key industries reflect an increased demand for talent. Despite continued recession-related concerns, job postings remain high for several sectors. Demand for talent is constrained by the supply of talent. Notably, there are limitations to training resources.”

NEIGHBORHOOD MAP



NEIGHBORHOOD ANALYSIS

The Dictionary of Real Estate Appraisal, 7th Edition, 2022, page 145, defines a neighborhood as "a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."

Location	The subject is located within the Town of Pineville, NC, adjacent to the South Carolina state line, within southern Mecklenburg County.	
Boundaries	West	NC/SC state line
	North	Highway 51
	East	I-485
	South	Dorman Road
Accessibility	Primary access is provided by I-485, NC 51, and South Polk Street/South Lancaster Highway. The end of the light rail transit line that extends from Downtown Charlotte to Pineville is located across I-485 on South Boulevard near the entrance to the Carolina Pavilion retail development. Access to the neighborhood is good.	
Services and Utilities	Water, sewer, electricity, natural gas, and phone service to most parts of the neighborhood. Assumed adequate to serve the area.	
Environmental Characteristics	There are no known adverse environmental conditions that may have a detrimental influence on the subject neighborhood. As outlined in the Assumptions and Limiting Conditions in the Addenda, the appraisers are not qualified to detect the existence of potentially hazardous or toxic materials, which may be or have been present in the subject neighborhood. The existence of such substances could affect the value of properties in the area.	
Percent Built Up / Life Cycle	The neighborhood is estimated to be approximately 85% built up, with some vacant land available for new development. Considering the four stages of the real estate cycle (growth, stability, decline and renewal) the neighborhood is in a growth stage.	
Watershed/Wetlands	Most parts of the neighborhood are located in a watershed, but not a critical or protected district.	

Zoning and Land Use Trends

The land use pattern throughout the neighborhood is a combination of residential, industrial, institutional, and commercial development. Existing single-family development includes Crystal Springs Lake, Carolina Village, Parkway Crossing, Chadwick Park, Prestwick, Huntley Glen, as well as more established neighborhoods closer to downtown Pineville.

Apartment properties within the neighborhood include Sabal Point and Landmark at Chesterfield, both of which are located on South Polk Street, as well as The Pines at Carolina Place and The Manor on Dorman Road. Charleston Row is under construction in Parkway Crossing, offering newer multi-family townhomes for lease. Large, big-box retail uses are located along the NC 51 corridor between I-485 and South Polk Street. These uses are anchored by the 1.2 million SF Carolina Place Mall. Smaller, more locally-owned commercial uses are located along Polk Street between I-485 and Dorman Road.

Most of the industrial development in the neighborhood is located off Industrial Drive west of North Polk Street. This area primarily includes warehouse and distribution space with easy access to I-485 via North Polk Street. Institutional uses include the James K. Polk Historic Site, Jack D. Hughes Park on NC 51 west of Polk Street, Belle Johnston Park at the end of Johnston Drive off Main Street, and Pineville Elementary School on Lowry Street, Pineville Community Park, and Pineville Memorial Ball Park. There is minimal vacant land remaining in the subject neighborhood, most of which is located west of Polk Street near the state line.

NEIGHBORHOOD LAND USE



DEMOGRAPHICS

The following table outlines the general demographics within the neighborhood, as well as Pineville, Mecklenburg County, and the Charlotte MSA. The demographic trend shows a greater projected growth rate for the neighborhood as compared to the the Town of Pineville, but similar to the county and MSA for the next five years. Household incomes and home values for the neighborhood, town, county, and MSA have trended upwards over the past decade, and are projected to further increase over the next 5 years. Overall, the demographics show positive trends for the subject neighborhood.

Demographic Summary

	Neighborhood	Town of Pineville	Mecklenburg County	Charlotte-Concord-Gastonia MSA
Population				
2028 Projection	7,001	11,196	1,238,188	2,934,426
2023 Estimate	6,988	11,257	1,170,993	2,798,267
2020 Census	6,449	10,602	1,115,482	2,660,329
2010 Census	4,120	7,458	919,622	2,243,837
Annual % Change 2010 Census-2023 Estimate	4.5%	3.2%	1.9%	1.7%
Projected Annual % Change 2020 Census-2028	1.2%	0.7%	1.3%	1.2%
Households				
2028 Projection	3,067	5,019	503,651	1,153,749
2023 Estimate	3,077	5,072	473,240	1,092,627
2020 Census	2,904	4,826	448,814	1,034,018
2010 Census	2,065	3,692	362,211	858,450
Annual % Change 2010 Census-2023 Estimate	3.4%	2.5%	2.1%	1.9%
Projected Annual % Change 2020 Census-2028	0.8%	0.5%	1.5%	1.4%
2023 Average Household Size	2.3	2.2	2.5	2.6
Median Household Income				
2028 Projection	\$75,495	\$70,345	\$92,744	\$86,420
2023 Estimate	\$61,424	\$59,397	\$79,209	\$75,497
Projected Annual % Change 2023-2028	4.2%	3.4%	3.2%	2.7%
Median Owner-Occupied Housing Values				
2028 Projection	\$367,143	\$357,582	\$387,284	\$354,641
2023 Estimate	\$309,259	\$303,947	\$352,399	\$312,575
Projected Annual % Change 2023-2028	3.5%	3.3%	1.9%	2.6%
Housing Summary				
2023 Owner-Occupied	37.2%	32.4%	51.0%	61.2%
2023 Renter-Occupied	57.0%	60.7%	42.3%	32.1%
% Vacant	5.8%	6.9%	6.7%	6.7%

Source: US Census Bureau, Census 2010 and 2020. ESRI estimates and forecasts for 2023 and 2028.

CONCLUSION

The neighborhood surrounding the subject is primarily a commercial destination with scattered high-density residential clusters. High traffic volumes are generated by Carolina Place Mall and residents living in South Carolina that commute into Charlotte for employment. Access to the area is good with proximity to I-485, as well as convenient east-west access via NC 51 and north-south access via Lancaster Highway. The neighborhood is poised to remain a growth suburb of Charlotte with a low supply of available land.

HIGHEST AND BEST USE ANALYSIS

The Dictionary of Real Estate Appraisal, 7th Edition, 2022, page 145, defines a neighborhood as "a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."

AS IF VACANT

Physically Possible

The property consists of 3 adjacent tax parcels totaling 22.97 net usable acres of land after deducting for the 4.694 acre railroad Row and 2.055 acre utility easement. Development is restricted in these areas. The site is irregular in shape with good access/frontage along several streets. The topography is gently sloping, with no part of the property situated in a floodplain/floodway. There are 3, 30-foot-wide post construction (PC) buffers running across the eastern part of the property and parts of the northern boundaries. These buffers restrict development but are not detrimental. The site has access to all public utilities. The property is considered to have the physical characteristics necessary for development, and there are no apparent constraints to the development of the site to its highest and best use.

Legally Permissible

Legally permissible uses are typically defined by zoning ordinance and/or deed restrictions. The property is zoned DC, Downtown Core District, which allows for a variety of different residential, institutional, and commercial uses. Most of the subject property is adjacent to a residential area of Pineville, with a small part fronting a commercial area of Main Street within downtown Pineville. Based on the subject’s location, a residential (for sale) development with a small commercial use is the most likely legally permissible use.

Financially Feasible

The third guideline for determining highest and best use for the subject, as vacant, is what use would bring a positive cash flow to the investor. In other words, which uses are financially feasible? Based on what is physically possible and legally permissible at the subject, as well as its location and surrounding development, the financial feasibility of residential and commercial/retail development is investigated. The following table outlines residential sales within a 3-mile radius of the subject from 2018 through 2023.

Residential Closed Sales (3-Mile Radius)

	<u>Sales</u>	<u>% Change</u>
2018	982	--
2019	1,155	17.6%
2020	1,097	-5.0%
2021	1,239	12.9%
2022	1,080	-12.8%
2023	781	-27.7%
5-Year Average		-3.0%

Source: Carolina MLS

Residential sales have been volatile since 2018, with an average growth rate of -3.0% through 2023. Since the fed started hiking interest rates aggressively in March 2022, the local housing market has softened significantly. The following table outlines residential median home selling prices within a 3-mile radius between 2018 and 2023.

Residential Median Sales Price (3-Mile Radius)

	<u>Sale Price</u>	<u>% Change</u>
2018	\$239,780	--
2019	\$256,000	6.8%
2020	\$280,450	9.6%
2021	\$332,000	18.4%
2022	\$382,840	15.3%
2023	\$380,000	-0.7%
5-Year Average		9.9%

Source: Carolina MLS

Single-family prices have experienced a significant average annual appreciation rate of 9.9% between 2018 and 2023. Due to the lack of inventory of homes available, home prices have remained elevated. Home affordability in the local market is also considered.

The following table incorporates income with other mortgage inputs to estimate a typical affordable home price for the neighborhood. Based on current income levels, the indicated median affordable house is about \$218,000. According to ESRI Business Analyst, nearly 60% of the household incomes in a 3-mile radius range between \$35,000 and \$150,000. Using the assumptions shown above, and applying this income range, the indicated affordable home price ranges between approximately \$124,000 and \$531,000.

Neighborhood Home Affordability

Median Household Income	\$61,424
Income Qualification Factor	28%
Annual PITI Mortgage Payment	\$17,199
Monthly PITI Mortgage Payment	\$1,433
Less: Monthly Property Taxes (15%)	\$215
Monthly Insurance (3%)	<u>\$43</u>
Estimated Principal and Interest Payment	\$1,175
PV Factor of \$1/Period @ 6.75% @ 360 Periods	<u>148.1</u>
Mortgage Amount	\$174,110
Loan to Value Ratio	<u>80%</u>
Estimated Median Home Price	\$217,638
	\$218,000

Note: The annual median household income is for the neighborhood.
Source: ESRI, Mecklenburg County Tax Assessor

For the local Charlotte market, new listings were up in the Charlotte region by 10.1% to 3,567 in January 2024 compared to the same period in 2023. Pending increased 1.8% to 3,554 in January 2024 compared to the same period in 2023. Inventory declined 6.6% to 5,554 in January 2024 compared to the same period in 2023. Prices moved slightly lower as the median sales price was down 0.8% year-over-year to \$371,853 in January 2024. The months’ supply of homes for sale was up 6.7% to 1.6., indicating that supply increased relative to demand. However, the month’s supply of homes is low based on historical long-term trends, which is keeping home prices elevated.

The federal reserve has paused its interest rate hikes over the past four months due to the inflation rate slowing, which has caused mortgage rates to drift downward with some pick up in loan applications. Home sales in the Charlotte region have turned upwards during the last part of 2023, which is encouraging but uncertainty still exists in the market with interest rates staying elevated. Speculative residential development on a large scale is not recommended. A smaller, phased/pre-sold residential “for sale” development is recommended as the highest and best use.

The commercial/retail market is also examined. Following is a synopsis of the overall Charlotte retail market and the Outer Southeast Submarket in specific, which is the location of the subject. The analysis is based on CoStar retail data, dated April 2024. Absorption in Charlotte has typically outpaced new construction, driving vacancies downward throughout the cycle. The strongest demand has occurred in neighborhood centers and single-tenant retail properties.

In the immediate term, fundamentals are expected to remain fairly stable, as the known construction pipeline and forecasted absorption are roughly in-sync, resulting in fairly stable occupancy. The subject is located in the Outer Southeast Submarket. Current conditions for the Submarket compared to the overall market are shown below:

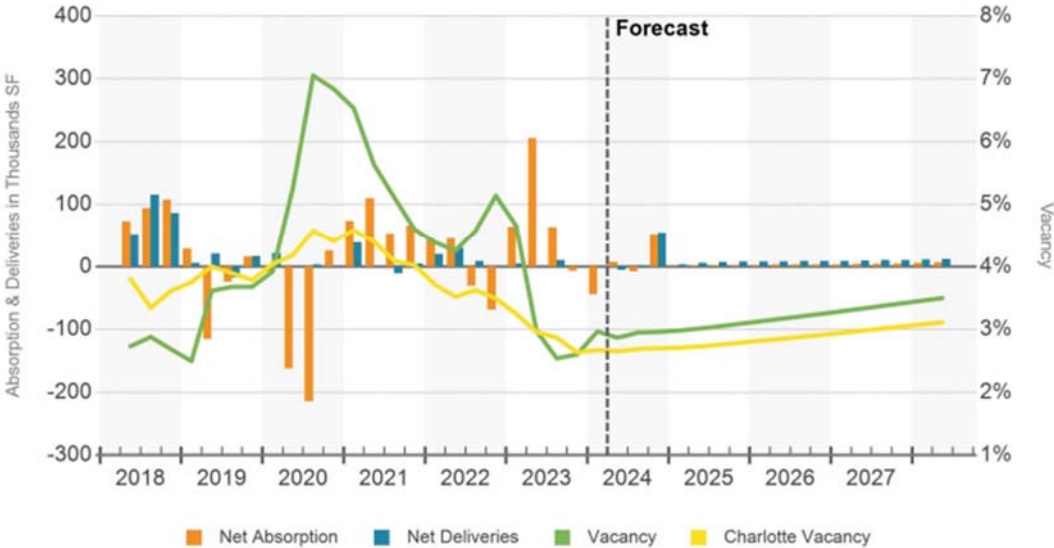
Current Retail Conditions

YTD 2023	Charlotte Region	Outer SE Submarket
Inventory SF	151,806,555	12,225,496
Vacancy Rate (YTD 2024)	2.7%	3.0%
Vacancy Rate 2023	2.6%	2.6%
Net Absorption (Last 12 Months)	1,300,000	204,000
Average Lease Rate (YTD 2024)	\$24.79	\$31.77
Average Lease Rate 2023	\$24.28	\$31.01
Under Construction SF	698,224	62,200

Source: CoStar - April 2024

Absorption and Net Deliveries for the East Submarket are shown on the following graph. Also included on the graph is a comparison of vacancy rates for the overall Charlotte market (yellow line) and the East Submarket (green line):

**Outer Southeast Retail Submarket
Historical Deliveries, Absorption & Vacancy**



The forecast for the Outer Southeast retail market indicates a steady but healthy increase in deliveries with vacancy staying below 3.5% over the next five years. The prospective buyer of the property plans for a mixed-use development consisting of a mixture of residential and commercial uses up to 44,000 SF. Based on the subject’s location, size, physical attributes, approved zoning, and current economic conditions, a commercial/retail use would be a financially feasible use of the site. However, fully speculative retail development at this location is not advised. An owner-occupied or pre-leased commercial development is feasible.

Maximally Productive

The fourth criterion for determining highest and best use is what alternative use will produce the highest return to the land? This often referred to as the residual land value. Based on the previous analysis, the maximally productive use is for a multi-family “for sale” residential development at a medium to higher density, along with a small commercial component.

Conclusion “As Vacant”

The highest and best use of the subject property, as vacant, is for a smaller, phased/pre-sold multi-family residential development, along with a smaller pre-leased commercial component.

VALUATION METHODOLOGY

The appraisal process typically involves three approaches in estimating value, which consist of the cost, income, and sales comparison approaches. A brief description of each technique is as follows:

The Cost Approach procedure uses depreciated replacement or reproduction cost of improvements, plus land value as a basis for estimating value. The underlying assumption is that an informed purchaser will pay no more than the cost of producing a substitute property with the same utility as the subject.

The Sales Comparison Approach uses sales prices of properties similar to the subject as a basis for estimating value. The underlying assumption is that an informed purchaser will pay no more for a property than would have to be paid for a similar property of comparable utility.

The Income Approach uses capitalization of expected future income as a basis for estimating value. The underlying assumption is that an informed purchaser will pay no more for the subject than would have to be paid for another property with an income of comparable amount, duration and quality.

The Sales Comparison Approach is used to value the land, which is the most common method used by the market. The Cost Approach is omitted. The land is not leased, so the Income Approach is not used. The fee simple interest in the land is estimated.

SALES COMPARISON APPROACH

The value estimate derived from the Sales Comparison Approach is based on an analysis of recent sales of similar properties. The comparable sales are analyzed based on a common unit of comparison. The unit of comparison used in this analysis is the price per acre. The following data sheets outline the sales used in the Sales Comparison Approach followed by a summary table of the adjustments made to the sales.

LAND SALE 1**Physical Data**

Location	4752 Solera Lane Matthews, Mecklenburg County, North Carolina
Tax Parcel	215-151-01 to 03; 11; and 73
Land Area	45.69 Acres
Utilities	All Public
Zoning	R-VS, Residential Varied Styles
Allowed Density	Mixed Uses
Frontage & Access	1,809 feet on Stallings Road and 921 feet on Idlewild Road
Shape	Irregular
Visibility	Very Good
Topography	Gently Sloping
Floodplain/Buffers	No/Yes – 35-100-foot PC/SWIM Buffers

Sales Data

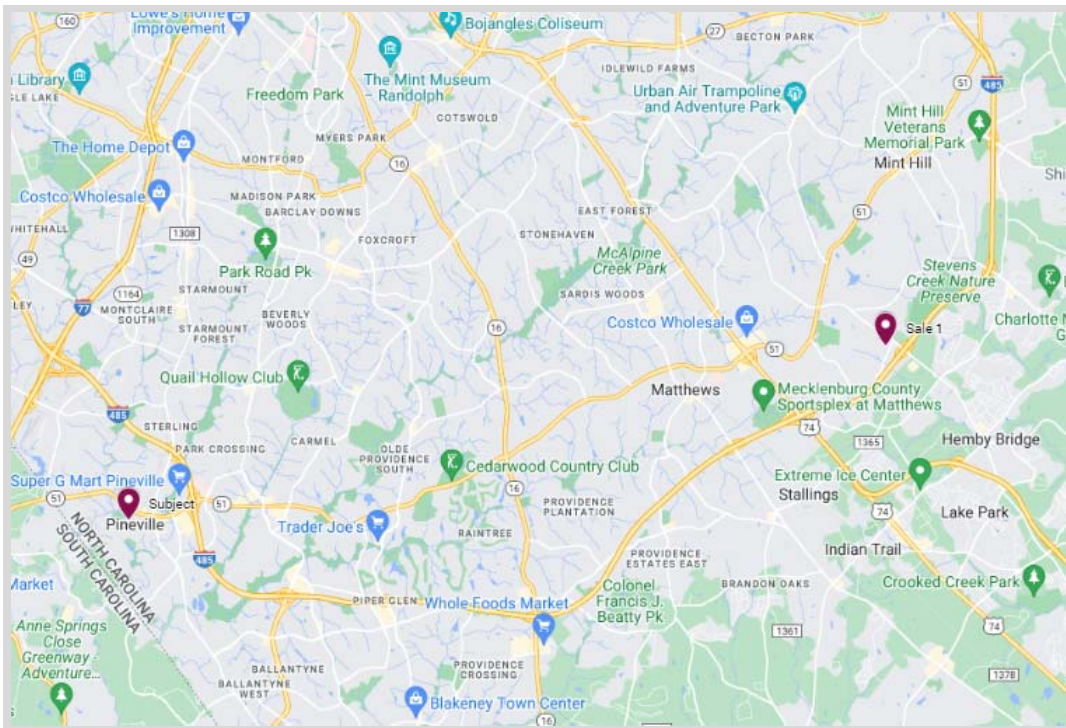
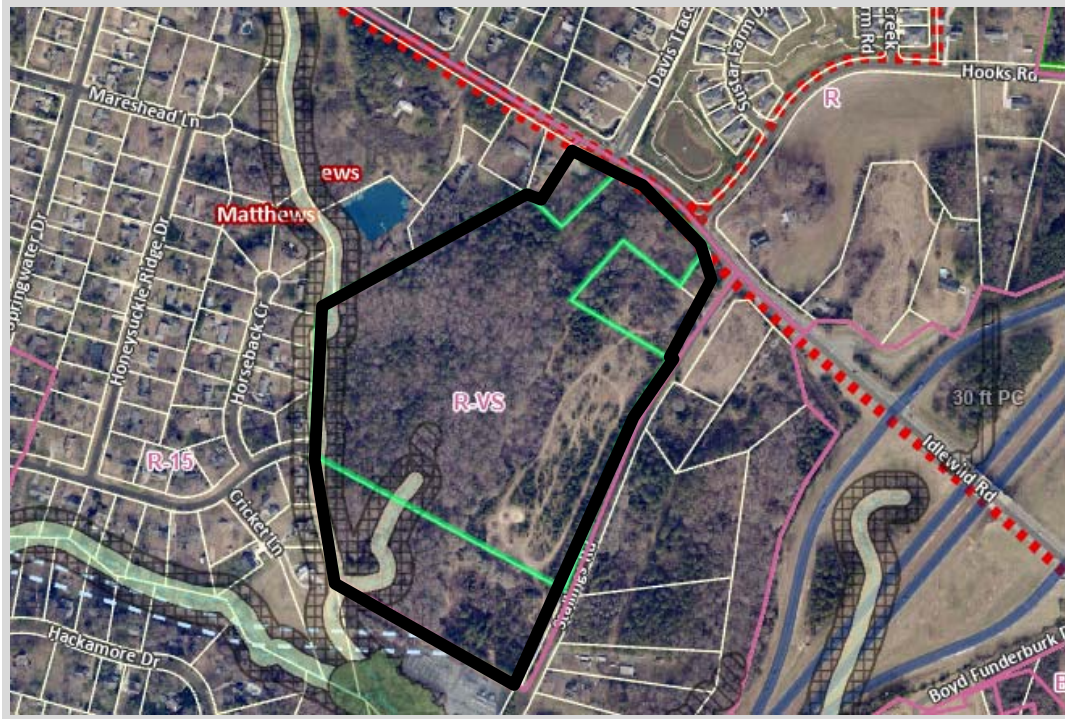
Grantor	Valley-Silver Oaks, LLC
Grantee	Well Pappas Matthews Land Owner, LLC
Date of Sale	May 15, 2023
Deed Book/Page	38124/846
Sales Price	\$10,500,000
Unit Price	\$229,810/Acre
Financing Terms	Cash to Seller
Property Rights Conveyed	Fee Simple
Conditions of Sale	Arm's Length

Verified Representative of Buyer

Comments

This is part of an 82-acre assemblage purchased in 2022 and 2023. A site plan was approved for a total of 570 residential (for sale and for rent) units, 23,000 SF of office, 54,000 SF of grocery store space, 8,600 SF for wellness center, and 34,800 SF of retail space.

SALE 1



LAND SALE 2**Physical Data**

Location	8565, 8575, and 8579 Charlotte Highway Indian Land, Lancaster County, South Carolina
Tax Parcels	0010-00-50.00; 52.01 to 52.03
Land Area	11.42 Acres
Utilities	All Public
Zoning	GB, General Business District
Density	66 Units or 5.8/Acre
Frontage & Access	860 feet on Charlotte Highway
Shape	Irregular
Visibility	Good
Topography	Gently Sloping
Floodplain/Buffers	No/No

Sales Data

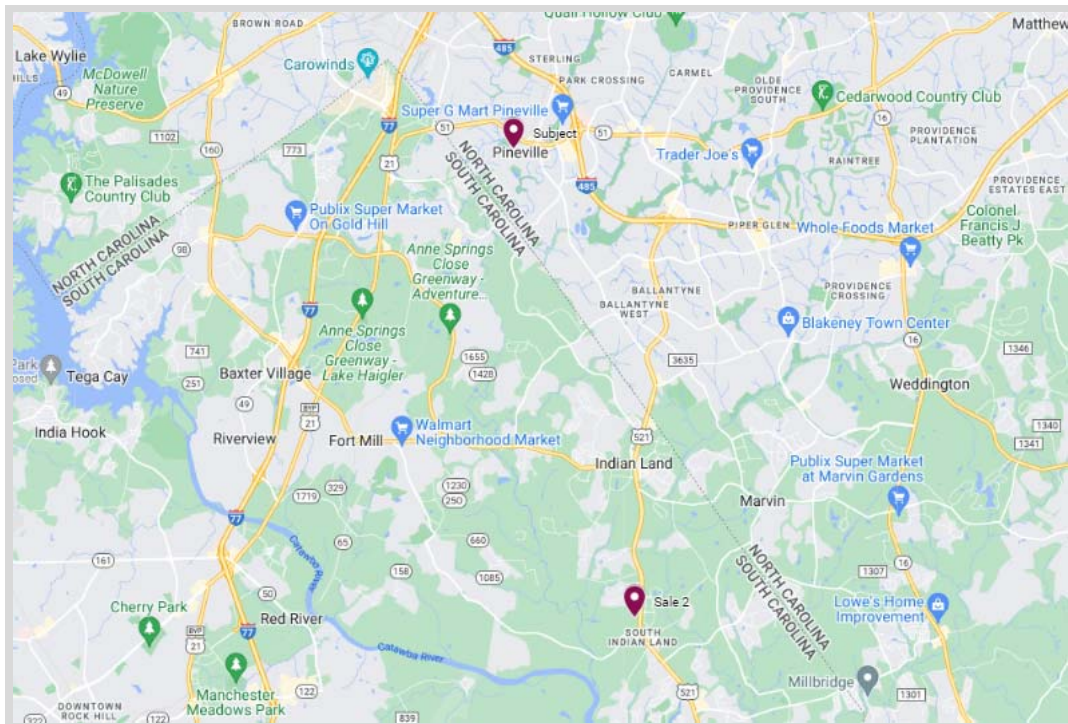
Grantor	Howie Family Trust, et.al.
Grantee	Two Packard Tadlock, LLC
Date of Sale	January 1, 2023
Deed Book/Page	1621/154 and 1622/42 and 65
Sales Price	\$2,500,000
Unit Price	\$218,914/Acre
Financing Terms	Cash to Seller
Property Rights Conveyed	Fee Simple
Conditions of Sale	Arm's Length

Verified Listing Broker – Michael Brown with Cole Commercial Real Estate Advisors

Comments

This is part of a 41-acre assemblage for the development of 238 townhome-style for rent units at an approved density of 5.8 units/Acre.

SALE 2



LAND SALE 3**Physical Data**

Location	7305 Wallace Lane Charlotte, Mecklenburg County, North Carolina
Tax Parcels	165-071-03 to 06; and 28 and 30
Land Area	13.15 Acres
Utilities	All Public
Zoning	UR-2 (CD), Urban Residential District with Conditional Use
Density	154 lots or 12 unit/Acre
Frontage & Access	875 feet on Wallace Lane
Shape	Irregular
Visibility	Good
Topography	Gently Sloping
Floodplain/Buffers	No/No

Sales Data

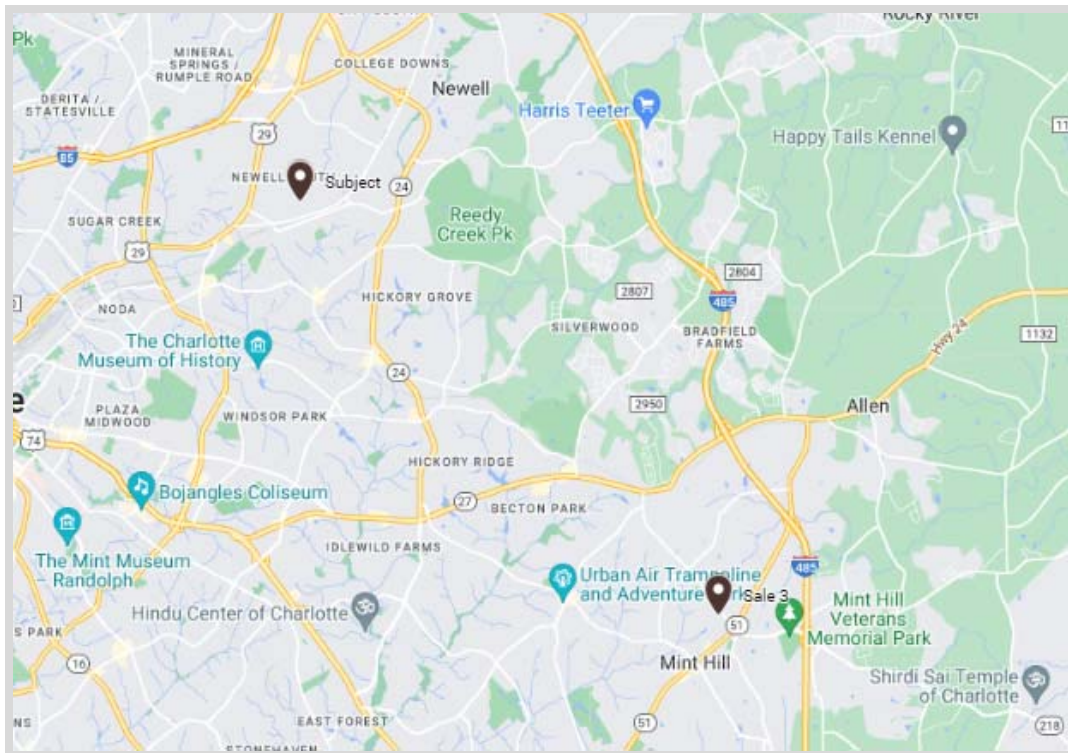
Grantor	Wallace Lane 1, LLC, et.al.
Grantee	Mill Wood Bowman, LLC
Date of Sale	November 22, 2022
Deed Book/Page	37793/688
Sales Price	\$2,925,000
Unit Price	\$222,433/Acre
Financing Terms	Cash to Seller
Property Rights Conveyed	Fee Simple
Conditions of Sale	Arm's Length

Verified Listing Broker – Dane Lozier with Capstone Properties

Comments

The site includes an approved site plan for 154 townhomes by Ryan Homes.

SALE 3



Land Sales Adjustment Summary

	Subject	Sale 1	Sale 2	Sale 3
Location	<i>Cone Avenue and Dover Street Pineville, NC</i>	4752 Solera Lane Matthews, NC	Along Charlotte Hwy Indian Land, SC	7305 Wallace Lane Charlotte, NC
Tax Parcels	<i>221-051-07, 11, and 17</i>	215-151-01-03, 11, and 73	0010-00-50.00; 52.01 to 03	165-071-03 to 06; 28 & 30
Date of Sale	<i>N/A</i>	May-23	Jan-23	Nov-22
Size- Acres	<i>22.97</i>	45.69	11.420	13.150
Size- SF	<i>1,000,573</i>	1,990,256	497,455	572,814
Existing Use	<i>Vacant</i>	Vacant	Vacant	Vacant
Shape	<i>Irregular</i>	Irregular	Irregular	Irregular
Topography	<i>Gently Sloping</i>	Gently Sloping	Gently Sloping	Gently Sloping
Buffers/Floodplain	<i>No/Yes</i>	No/Yes	No/No	No/No
Zoning/Density	<i>DC (Mixed-Use)</i>	R-VS (Mixed-Use)	GB/5.8 Units/Acre	UR-2 (CD)/11.7 units/Acre
Easements/ROW	<i>Typical</i>	Typical	Typical	Typical
Utilities	<i>All Public</i>	All Public	All Public	All Public
Access/Frontage	<i>Three Streets</i>	Two Streets	One Street	One Street
VALUE INDICATIONS				
Sales Price	<i>N/A</i>	\$10,500,000	\$2,500,000	\$2,925,000
Sales Price/Acre	<i>N/A</i>	\$229,810	\$218,914	\$222,433
TRANSACTIONAL ADJUSTMENTS (Cumulative)				
Property Rights	<i>Fee Simple</i>	0%	0%	0%
Financing Terms	<i>Cash</i>	0%	0%	0%
Conditions of Sale	<i>Arm's Length</i>	0%	0%	0%
Expenditures After Sale	<i>N/A</i>	\$0	\$0	\$0
Market Conditions	<i>Stable</i>	0.0%	0.0%	0.0%
Adjusted Price/Acre		\$229,810	\$218,914	\$222,433
PROPERTY ADJUSTMENTS (Additive)				
Location	<i>Cone Avenue and Dover Street</i>	0%	0%	0%
Size	<i>22.970</i>	0%	-5%	-5%
Topography/Floodplain/Buffers	<i>Gently Sloping</i>	0%	0%	0%
Shape/Utility	<i>Irregular</i>	0%	0%	0%
Zoning/Density	<i>DC (Mixed-Use)</i>	0%	5%	5%
Easements/ROW	<i>None</i>	0%	0%	0%
Utilities	<i>All Public</i>	0%	0%	0%
Access/Frontage	<i>Very Good</i>	0%	5%	5%
Adjustments		0%	5%	5%
Adjusted Price		\$10,500,000	\$2,625,000	\$3,071,250
Adjusted Price/Acre		\$229,810	\$229,860	\$233,555
Analysis	Before Adjustment	After Adjustment		
Range Low (\$/Acre)	\$218,914	\$229,810		
Range High (\$/Acre)	\$229,810	\$233,555		
Range %	5.0%	1.6%		
Mean (\$/Acre)	\$223,719	\$231,075		
Median (\$/Acre)	\$222,433	\$229,860		
Coefficient of Variation	0.02	0.01		
Sources: Market research and parties to sale.				

EXPLANATION OF ADJUSTMENTS

A comparative analysis of properties and transactions focuses on similarities and differences that affect value, called elements of comparison, which may include variations in transactional and physical characteristics. The characteristics of each comparable sale are compared to the subject and the data set. Where there are differences for superior or inferior characteristics, adjustments are made to the comparables. Two types of adjustments are made:

- **Transactional Adjustments**, which are cumulative adjustments, are made in the following order: Property Rights, Financing, Conditions of Sale, Expenditures Immediately After Purchase, and Market Conditions.
- **Property Adjustments** are additive adjustments made for various characteristics, including, but not limited to Location, Size, Shape/Utility, Topography/Floodplain, Zoning/Density, Easements/ROW, Utilities, and Access/Frontage/Visibility.

Transactional Adjustments

Property Rights

This adjustment accounts for differences in the real property rights transferred. The subject is the Fee Simple estate. The sales are all fee simple assets. No adjustments for property rights are required.

Financing

This adjustment accounts for financing terms not considered to be cash equivalent. All the sales were either all cash transactions or conventional financing at prevailing market rates and terms. No adjustments for financing are required.

Conditions of Sale

Atypical motivations by either buyer or seller are considered to impact the final sales price of a property. The sales are arm's-length transactions, with no adjustments required.

Expenditures Immediately After Purchase

Knowledgeable buyers consider expenditures made upon purchase of a property, which affects the price the buyer agrees to pay. These types of expenditures can vary and include costs such as: curing deferred maintenance, demolition, immediate additions or improvements to the property, zoning change petitions, and remediation of environmental contamination. No adjustments are applied to the sales, as they did not require expenditures immediately after purchase.

Market Conditions

This adjustment is based on the premise that external economic factors affect the sales price of real estate. The Sales occurred between November 2022 and May 2023. The market for commercial land transactions was healthy up until the mid-part of 2022. However, the market slowed down in the last half of 2022 into 2023, due to a significant rise in mortgage rates because of the fed tightening. Demand for larger land tracts slowed with less sales reported during 2022 and 2023. The sales are reflective of current market conditions and are not adjusted.

Property Adjustments

Where no adjustments are made, the comparables are considered sufficiently like the subject to warrant no adjustment. Only those categories used are discussed:

Size

Economies of scale are considered in this adjustment when the market supports the premise that the larger the property size, the lower the unit price, and vice versa. The subject is 22.97 net acres. Sale 1 is similar enough in size and not adjusted. Sales 2 and 3 are smaller and adjusted downward.

Zoning/Density

The subject is zoned DC, which allows for a variety of different residential and commercial uses. The subject has an approved site plan with 162 townhome (for sale) units allowed, as well as 44,000 SF of commercial space allowed. Sale 1 has similar zoning classification with a mix of residential and commercial space planned. No adjustment is applied. Sales 2 and 3 are zoned for medium to higher density residential development, with a positive adjustment applied for zoning.

Access/Frontage/Visibility

The subject has access and frontage along three streets. direct access and frontage on Jack Hughes Lane, Dover Street, and Hill Street. Sale 1 is similar and not adjusted. Sales 2 and 3 have access/frontage along one street and are adjusted upward.

Reconciliation

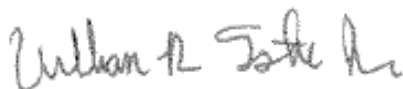
Before adjustment, the sales prices range from \$218,914/Acre to \$229,810/Acre, with an average of \$223,719/Acre. The range is 5% with a Coefficient of Variation (COV) of 0.02. After adjustments, the range of the sales is \$229,810/Acre to \$233,860/Acre, with an average of \$231,075/Acre, and a median of \$229,860/Acre. The adjusted range is 1.6% and a COV of 0.01. Emphasis is placed on Sale 1, as it is the most recent with no adjustments applied. The estimated value of the property is \$229,000/Acre, applied to 22.97 Net Acres, equals \$5,260,130.

The property is under a Letter of Intent (LOI) with Cone Mill Development Ventures, LLC, dated September 2023, for \$4,000,000 or \$174,140 per net usable acre. This is low based on our market analysis. The representative (Ryan Spitzer) from the Town of Pineville indicated that the prospective buyer told the town in their negotiations that they would be willing to pay up to \$5,000,000 for the property.

Next, the demolition costs for the existing building improvements must be estimated and deducted from the value of the improved property. There are two older and vacant mill buildings consisting of about 38,420 SF and an office building consisting of 5,572 SF, for a total of 43,992 SF. Building demolition costs for Class C buildings range between \$6.15/SF and \$9.14/SF, according to the Marshall Swift Cost Manual (Section 66, Page 11), dated December 2023. Based on discussions with local developers in the market, these costs typically range between \$5/SF and \$10/SF depending on the size of the improvements and scope of work.

For this assignment, demolition costs are estimated at around \$7/SF based on the size of the improvements. At \$7/SF, the estimated demolition costs are \$307,944 based on 43,992 SF of space. These costs are deducted from the estimated value of the improved property (\$5,260,130) for a total estimated value of \$4,952,056 rounded to \$4,950,000 for the 22.97 net acres of land.

**Estimated As Is Value, as of March 25, 2024
22.97 Net Acres of Land, Fee Simple
\$4,950,000**



William D. Foster, Jr.
North Carolina State Certified General Appraiser #A4884
704-375-1032 x 703
bill@fortenberrylambert.com



Carol L. Fortenberry, MAI
North Carolina State Certified General Appraiser #A3237
704-375-1032 x 702
carol@fortenberrylambert.com

EXPOSURE AND MARKETING TIMES

EXPOSURE TIME

Exposure time is defined in USPAP as *“the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”*

The exposure time estimate assumes the period required to sale the property prior to the effective date of value. It is our opinion that the Exposure Time necessary for the subject would be equal to the Marketing time, which is discussed below.

MARKETING TIME

The 7th Edition of *The Dictionary of Real Estate Appraisal*, 2022, page 116 defines marketing time as *“An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, “Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions” address the determination of reasonable exposure and marketing time.)”*

Based on conversations with local market participants and the location of the property, a marketing time of 6-9 months, consistent with the exposure time, is estimated for the subject. The most likely buyer of this type of property is an investor.

ADDENDA

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions and limiting conditions:

LIMIT OF LIABILITY

The liability of **Fortenberry Lambert, Inc.** is limited only to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. Further, client will forever indemnify and hold **Fortenberry Lambert, Inc.**, its officers, and employees harmless from any claims by third parties related in any way to the appraisal. Third parties shall include limited partners of client if client is a partnership and stockholders of client if client is a corporation, and all lenders, tenants, past owners, successors, assigns, transferees, and spouses of client. **Fortenberry Lambert, Inc.** will not be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

COPIES, DISTRIBUTION, USE OF REPORT

Possession of this report or any copy of this report does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report remains the property of **Fortenberry Lambert, Inc.** for the use of the client, the fee being for the analytical services only.

The bylaws and regulations of the Appraisal Institute require each member and candidate to control the use and distribution of each report signed by such member or candidate; except, however, the client may distribute copies of this report in its entirety to such third parties as he may select; however, selected portions of this report shall not be given to third parties without the prior written consent of the signatories of this report. Neither all nor any part of this report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of **Fortenberry Lambert, Inc.**

CONFIDENTIALITY

This report is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by **Fortenberry Lambert, Inc.** whose signatures appear on the report. No change of any item in the report shall be made by anyone other than **Fortenberry Lambert, Inc.** **Fortenberry Lambert, Inc.** shall have no responsibility if any such unauthorized change is made.

Fortenberry Lambert, Inc. may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

TRADE SECRETS

This report was obtained from **Fortenberry Lambert, Inc.** and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 USC. 552 (b) (4) of the Uniform Commercial Code **Fortenberry Lambert, Inc.** shall be notified of any request to reproduce this report in whole or in part.

INFORMATION USED

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR REPORT SERVICES

The contract for report, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report, unless otherwise specified. **Fortenberry Lambert, Inc.** or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the report, in full or in part, nor engage in post report consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

EXHIBITS

The illustrations and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photographs, if any, are included for the same purpose as of the date of the photographs. Site plans are not surveys unless so designated.

LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL OR MECHANICAL NATURE, HIDDEN COMPONENTS, SOIL

No responsibility is assumed for matters legal in character or nature, nor matters of survey, or of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and marketable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee or as derived by **Fortenberry Lambert, Inc.**

Fortenberry Lambert, Inc. has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil, or hidden structural, mechanical or other components, and **Fortenberry Lambert, Inc.** shall not be responsible for defects in the property which may be related.

The report is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilation, electrical, and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.

If **Fortenberry Lambert, Inc.** has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

Fortenberry Lambert, Inc. assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for The Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

LEGALITY OF USE

The report is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building and use regulations, and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or may be obtained or renewed for any use considered in the value estimate.

COMPONENT VALUES

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.

AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market study or analysis, highest and best use analysis, study or feasibility study has been required or made unless otherwise specified in an agreement for services or in the report.

DOLLAR VALUES, PURCHASING POWER

The market value estimated and the costs used are as of the date of the estimate of value, unless otherwise indicated. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

INCLUSIONS

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate, unless otherwise stated. In some property types, business and real estate interests and values are combined.

PROPOSED IMPROVEMENTS, CONDITIONAL VALUE

Improvements proposed, if any, onsite or offsite, as well as any repairs required, are considered for purposes of this report to be completed in a timely, good and workmanlike manner, according to information submitted and/or considered by **Fortenberry Lambert, Inc.** In cases of proposed construction, the report is subject to change upon inspection of property after construction is completed.

VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE

The estimated value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of reports involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and **Fortenberry Lambert, Inc.'s** interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; thus, they are subject to change as the market and value is naturally dynamic.

The "estimate of market value" in the report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

REPORT AND VALUE ESTIMATE

Report and value estimates are subject to change if physical or legal entity or financing differ from that envisioned in this report.

MANAGEMENT OF THE PROPERTY

It is assumed that the property that is the subject of this report will be under prudent and competent ownership and management.

HAZARDOUS MATERIALS

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did **Fortenberry Lambert, Inc.** become aware of such during their inspection. **Fortenberry Lambert, Inc.** had no knowledge of the existence of such materials on or in the property unless otherwise stated. **Fortenberry Lambert, Inc.**, however, is not qualified to test such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimate is predicated on the assumption that there is no such condition on or in the property or in the proximity that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

SOIL AND SUBSOIL CONDITIONS

Unless otherwise stated in this report, **Fortenberry Lambert, Inc.** does not warrant the soil or subsoil conditions for toxic or hazardous waste materials. Where any suspected materials might be present, we have indicated in the report; however, **Fortenberry Lambert, Inc.** are not experts in this field and recommend appropriate engineering studies to monitor the presence or absence of these materials.

AMERICANS WITH DISABILITIES ACT (ADA)

Fortenberry Lambert, Inc. has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act ("ADA"), which became effective January 26, 1992. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since **Fortenberry Lambert, Inc.** has no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property."

TAX CARDS

Mecklenburg County ~ Property Record Card Property Search

PARCEL ID: 22105107
436 CONE AV PINEVILLE NC

PINEVILLE REDEVELOPMENT
INVESTMENT INC
200 DOVER ST
PINEVILLE NC 28134

Total Appraised Value
\$5,942,500

Toggle section print (On print)

KEY INFORMATION

Land Use Code	I600	Neighborhood	OF07
Land Use Desc	INDUSTRIAL	Land	1200557.00 SQUARE FEET
Exemption / Deferment	TOWNSHIP OWNED	Municipality	PINEVILLE
Last Sale Date	11/22/2019	Fire District	PINEVILLE
Last Sale Price	-	Special District	FIRE SERVICE G
Legal Description	L1 M64-414		

ASSESSMENT DETAILS

2024 Real Estate Assessed Value	
Land Value	\$5,942,500
Building Value	\$0
Features	\$0
Total	\$5,942,500

Mecklenburg County ~ Property Record Card Property Search

PARCEL ID: 22105117 TOWN OF PINEVILLE Total Appraised Value
402 DOVER ST PINEVILLE NC PO BOX 249 \$541,700
PINEVILLE NC 28134

Toggle section print (On print)

KEY INFORMATION

Land Use Code	8900	Neighborhood	OF07
Land Use Desc	OTHER MUNICIPAL	Land	43473.00 SQUARE FEET
Exemption / Deferment	TOWNSHIP OWNED	Municipality	PINEVILLE
Last Sale Date	10/08/2001	Fire District	PINEVILLE
Last Sale Price	\$85,000	Special District	FIRE SERVICE G
Legal Description	L7 M64-414		

ASSESSMENT DETAILS

2024 Real Estate Assessed Value	
Land Value	\$541,700
Building Value	\$0
Features	\$0
Total	\$541,700

Mecklenburg County ~ Property Record Card Property Search

PARCEL ID: 22105111 TOWN OF PINEVILLE,ATTN: RAYAN Total Appraised Value
200 DOVER ST PINEVILLE NC SPITZER **\$1,103,900**
200 DOVER ST
PINEVILLE NC 28134

Toggle section print (On print)

KEY INFORMATION

Land Use Code	8900	Neighborhood	OF07
Land Use Desc	OTHER MUNICIPAL	Land	40554.00 SQUARE FEET
Exemption / Deferment	TOWNSHIP OWNED	Municipality	PINEVILLE
Last Sale Date	06/04/2020	Fire District	PINEVILLE
Last Sale Price	\$514,000	Special District	FIRE SERVICE G
Legal Description	NA		

ASSESSMENT DETAILS

2024 Real Estate Assessed Value	
Land Value	\$457,300
Building Value	\$633,400
Features	\$13,200
Total	\$1,103,900

QUALIFICATIONS AND LICENSES

William D. Foster, Jr.
Fortenberry Lambert, Inc.
1213 West Morehead Street, 5th Floor, Charlotte, NC 28208
Phone: (704)375-1032 bill@fortenberrylambert.com

EDUCATION

BA degree, Economics, University of North Carolina, Chapel Hill, North Carolina - 1988

PROFESSIONAL EDUCATION

Completed the North Carolina appraisal courses R1, R2, and R3; G1, G2, and G3

Completed Appraisal Institute MAI Designation Courses 410, 420, 510, and 520

PROFESSIONAL AFFILIATIONS

N.C. State-Certified General Real Estate Appraiser #A4884 – October 2001

EXPERIENCE

Fortenberry Lambert, Inc. – January 2001 - Present

Staff appraiser assisting in commercial real estate appraisal analysis.

Fortenberry Associates, LLC/Hanes Group, Inc. - November 1998 – December 2000

Staff appraiser assisting in commercial real estate appraisal analysis.



Carol Lomax Fortenberry, MAI

Fortenberry Lambert, Inc.

1213 West Morehead Street, 5th Floor, Charlotte, North Carolina 28208Phone: (704) 375-1032 Cell: (704) 641-1916 carol@fortenberrylambert.com**EDUCATION****Queens College**

Master of Business Administration - 1988

Charlotte, North Carolina**University of North Carolina, Chapel Hill**

University of North Carolina, Chapel Hill, North Carolina

BA Degree, RTVMP - 1981

Chapel Hill, North Carolina**Appraisal Institute Courses Completed**

1A-1 Real Estate Appraisal Principles

1A-2 Basic Valuation Procedures

1B-A Income Capitalization - Part A

1B-B Income Capitalization - Part B

550 Advanced Applications

II 540 Report Writing and Valuation Analysis

Standards of Professional Practice

Continuing Education Requirements - Current

REAL ESTATE ANALYSIS EXPERIENCE**Fortenberry Lambert, Inc.****Charlotte, North Carolina****Partner**

Commercial real estate appraisal and consulting. Opened firm in January 2001. Provide real estate services to developers, property owners, and financial clients. Services include valuation, market/feasibility analysis, cash flow analysis, eminent domain and condemnation/litigation.

Fortenberry Associates, LLC**Charlotte, North Carolina**

May 1997 – December 2000

Managing Partner of commercial real estate appraisal and consulting firm. Services same as listed previously.

Fitzhugh L. Stout & Associates, LLC**Charlotte, North Carolina**

Senior staff appraiser assisting in commercial appraisal analysis and consulting assignments. Additional experience included collection and analysis of market data for various other studies. Employed from November 1994 through May 1997.

Stout-Beck & Associates, Inc.**Charlotte, North Carolina**

Senior staff appraiser assisting in commercial appraisal analysis. Additional experience included collection and analysis of market data for various other studies. Employed from December 1988 through November 1994.

ASSIGNMENTS

Properties appraised include vacant land; multi-tenant and single tenant office buildings; business parks; apartment complexes; retail shopping centers; regional mall; hotel/motel; marinas; industrial office/warehouse; residential subdivisions; restaurants; churches; and special purpose properties.

Carol Lomax Fortenberry, MAI

Fortenberry Lambert, Inc.

1213 West Morehead Street, 5th Floor, Charlotte, North Carolina 28208

Phone: (704) 375-1032 Cell: (704) 641-1916 carol@fortenberrylambert.com

PROFESSIONAL AFFILIATIONS

- Member, The Appraisal Institute MAI #11058 (1996)
- North Carolina State Certified General Real Estate Appraiser, License No. A3237 (11/05/2003)
- South Carolina State Certified General Real Estate Appraiser, License No. CG3634
- Tennessee State Certified General Real Estate Appraiser, License No. 5643
- Member Charlotte Chapter of Commercial Real Estate Women - CREW (President 1994-95)
- Member of the Metrolina Subchapter of the Appraisal Institute – (Chairman 1999)
- Board of Directors of the NC Chapter of the Appraisal Institute – 1999–2001
- Membership, Development & Retention/Admissions Chair for N. C. Chapter of AI – 2001, 2002 & 2003
- Treasurer for the Board of Directors of the NC Chapter of the Appraisal Institute – 2004
- City of Charlotte Zoning Board of Adjustments – 1999-2005 (Vice Chair 2001 & 2002, Chairman 2003 - 2005)
- Member of the City of Charlotte Environmental Policy Coordinating Council - 2004
- Vice President for the Board of Directors of the NC Chapter of the Appraisal Institute – 2005
- President Elect for the Board of Directors of the NC Chapter of the Appraisal Institute – 2006
- President for the Board of Directors of the NC Chapter of the Appraisal Institute – 2007
- Immediate Past President and Regional Representative for the NCAI – 2008
- Regional Representative for the NCAI – 2009
- Alternate Regional Representative for Region V for The Appraisal Institute – 2016, 2017, & 2018
- CREW Charlotte Network Foundation Committee Member – 2016 – 2020
- Regional Representative for Region V for The Appraisal Institute – 2019 - 2020



FORTENBERRY LAMBERT, INC.

1213 WEST MOREHEAD STREET, 5TH FLOOR CHARLOTTE, NORTH CAROLINA 28208
(704) 375-1032

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carol@fortenberrylambert.com



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

Item 6.

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
29540	614084	Print Legal Ad-IPL02053180 - IPL0205318	NOTICE OF PUBLIC HEARI	\$51.00	2	14 L

Attention: Lisa Snyder

TOWN OF PINEVILLE
 PO BOX 249
 PINEVILLE, NC 28134

lsnyder@pinevillenc.gov

**TOWN OF PINEVILLE
 NOTICE OF PUBLIC HEARING**

The Pineville Town Council held a public hearing to consider the disposal of property located at 436 Cone Avenue, as well as surrounding properties, previously declared as an Economic Development Area in Pineville, NC, 28134 on November 12, 2024. The parcels under consideration are identified in the public records as Parcel ID# 22105107, 22105117, and 22105111. The buyer is considering purchasing approximately 29.5 acres for \$5,000,000 with residential and commercial as proposed uses. A vote to dispose of the property will be held on Tuesday, December 10, 2024, at 6:30 PM at the Town Council Chambers located at 505 Main St., Pineville, NC. Additional information is available at Town Hall, 505 Main St., Pineville, NC, Monday – Friday 8 AM to 5 PM or call (704) 889-2291. IPL0205318
 Nov 22,29 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.

2 insertion(s) published on:

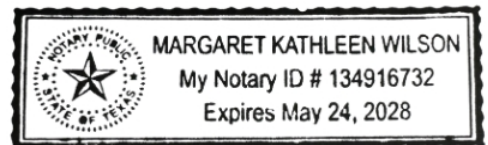
11/22/24, 11/29/24

Tara Pennington

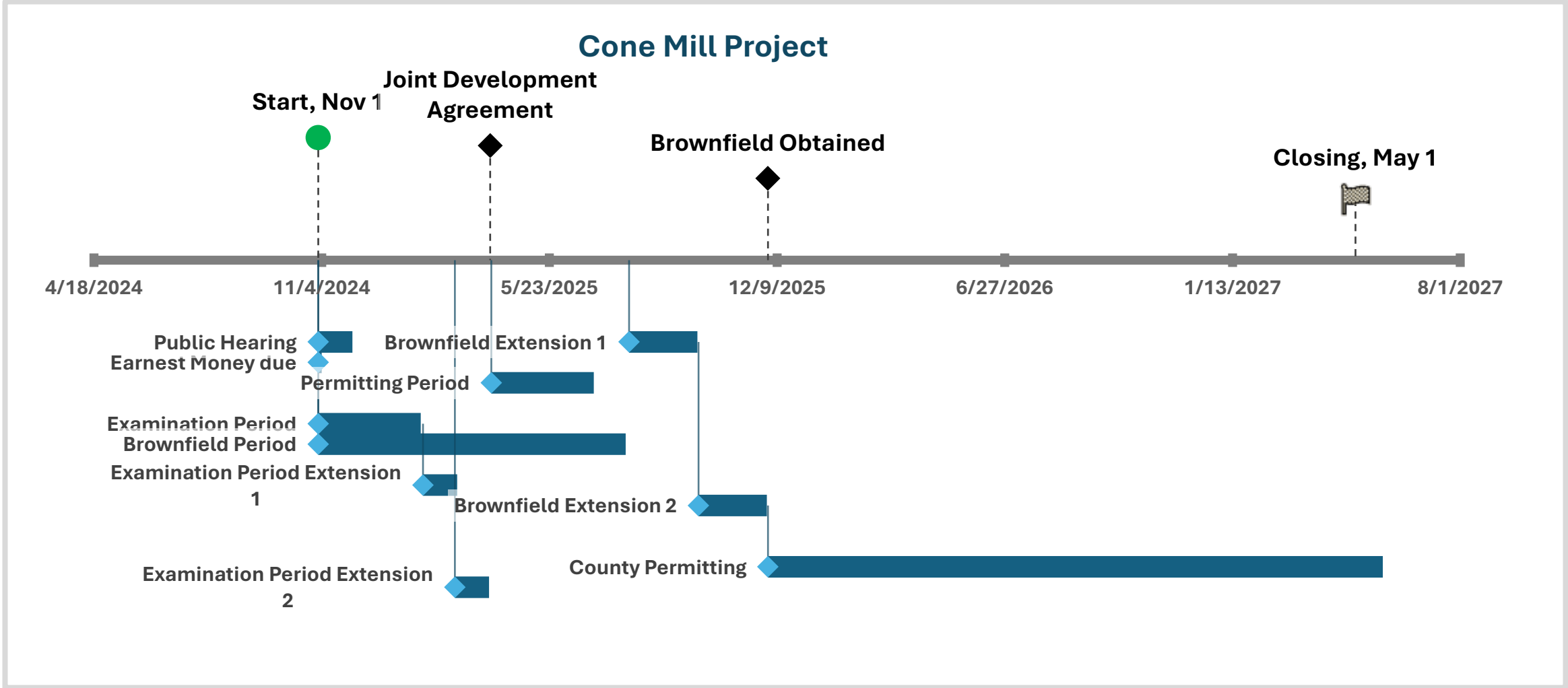
In Testimony Whereof I have hereunto set my hand and affixed my seal on the 29th day of November, 2024

Margaret K. Wilson

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: December 10, 2024

Agenda Title/Category:	Public Hearing		
Staff Contact/Presenter:	Travis Morgan		
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:
Background:	Pineville Church of the Nazarene is planning and expansion of the lobby and child play area and doesn't see the need for additional parking beyond the revised parking lot they have drawn. Staff supports a flat calculation used for all heated church square footage. Parking across all church building square footage set at either 1 per 300 square feet based off our office calculations or 1 per 400 square feet based off our general civic and school calculations is recommended.		
Discussion:			
Fiscal impact:			
Attachments:	Memo to Council regarding Text Amendment calculating parking to one (1) space per four (400) sq ft from November 25 th Work Session		
Recommended Motion to be made by Council:	Motion to approve the text amendment calculating parking to one space per four hundred sq ft		

Council Meeting

Pineville

PLANNING & ZONING

To: Town Council

From: Travis Morgan

Date: 12/10/2024

Re: Pineville Church of the Nazarene Text Amendment (*Action Item*)

REQUEST:

Brian Upton on behalf of Pineville Church of the Nazarene requests your consideration for a text amendment to revise the parking calculations for churches/places of worship

SUMMARY:

Zoning ordinance section 4.1

Existing Text:

Church / Place of Worship

One (1) space per four (4) seats, every two (2) feet of bench area shall be considered a seat for main chapel or sanctuary space. One (1) space per three hundred (300) square feet shall be used for all other square feet.

Proposed:

Church / Place of Worship

One (1) space per four hundred (400) square feet.

STAFF COMMENT:

Parking calculations especially for churches have not been revised or revisited for quite some time. Many municipalities base parking off seats or pews which is more difficult to verify and does not capture other non-seating spaces and accessory uses. Pineville church of the Nazarene is planning and expansion of the lobby and child play area and doesn't see the need for additional parking beyond the revised parking lot they have drawn. Staff supports a flat calculation used for all heated church square footage. Parking set at either 1 per 300 square feet based off our office calculations or 1 per 400 square feet based off general civic as school is recommended.

PROCEDURE:

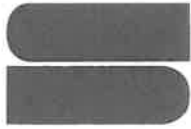
This is the public hearing for public comment on the proposal. You may vote on the proposal after the close of the public hearing, or you may vote to continue the public meeting into the future.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: December 10, 2024

Agenda Title/Category:	Award Purchase of Distribution Transformers			
Staff Contact/Presenter:	David Lucore			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Reliability
	X			
Background:	12 Formal bids for distribution transformers were received. Sunbelt Solomon’s quote was disqualified so Eagle Rise was the next lowest bid.			
Discussion:	Transformers are needed for specific customers as well as stock for outages caused by transformer failures.			
Fiscal impact:	T & R Electric - \$ 29,576.00 MVA POWER - \$ 38,292.00 <i>Eagle Rise</i> - \$ 59,863.00 <u>Pulse MAC - \$ 240,979.00</u> TOTAL - \$ 368,710.00			
Attachments:	Bid Tabulation			
Recommended Motion to be made by Council:	Approve recommended purchases.			



Southeastern Consulting Engineers, Inc.

October 21, 2024

Mr. David Lucore
 ElectriCities of North Carolina
 11316 Sam Furr Road
 Huntersville, North Carolina 28078

Ref.: Material Bid Recommendations
 Pineville Delivery 4 Substation

Dear David:

The Town received proposals on October 10, 2024, from fifteen suppliers and representatives solicited for providing electrical material necessary for construction of the new Pineville Delivery 4 Substation.

A tabulation of the bids received is attached.

We have evaluated each item quoted based on compliance with the specifications, cost and delivery. These are the bidders we are recommending:

Schedule I - Substation Structure	Substation Enterprises	\$341,927.00
Schedule II - Circuit Switcher	Powergrid	\$86,207.00
Schedule III - Equipment Building	VFP, Inc.	\$144,075.00
Schedule IV - 15KV Circuit Breakers	JST Power	\$97,365.00
Schedule V - Relay and Control Panel	Utility Packaging	\$76,125.00
Schedule VI - (Partial) Underground Cable	WESCO	\$559,475.00
Schedule VI - (Partial) Underground Cable	Border States	\$365,540.00
Schedule VII - Connectors and Terminators	Border States	\$196,632.00
Schedule VIII - (Partial) Junction Boxes	Oldcastle	\$115,970.00
Schedule VIII - (Partial) Junction Boxes	Border States	\$27,350.00
Schedule IX - (Switch only) Miscellaneous	Royal	\$26,985.00
Schedule IX - (Partial) Miscellaneous	WESCO	\$87,995.14
Schedule IX - (Partial) Miscellaneous	Border States	\$9,554.50

The total bid price for the above listed items excluding Sales Tax is \$2,135,200.64.

ElectriCities of North Carolina
Pineville, North Carolina

October 21, 2024
Page 2

A few relative notes concerning recommendations:


- Sch. II - We are recommending a circuit switcher that is \$7,907.00 more expensive because delivery is quoted at 54-58 weeks and low bid was 65-66 weeks.
- Sch. III - Price does not include offload by crane. Estimate (not firm) price of \$9,948.00 was included in proposal. We suggest that offload can be efficiently included in site contractor scope.

If ElectriCities and the Town agree with our recommendations, we can provide additional vendor information as required for purchase orders

Please let us know if you need additional information.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  _____
A.J. Molnar, P.E.
Vice President

AJM/lc

Attachment

BID TABULATION

Delivery #4 - Substation Structure and Electrical Equipment

Date: October 10, 2024
Time: 2:00 PM, EDT

Town of Pineville
Pineville, North Carolina

Bidder	Substation Ent. Alabaster, AL	M.D. Henry Pelham, AL	Peak Sub. Serv. Birmingham, AL	Emspec Quebec, QC	Wesco Dist. Clayton, NC
Schedule I					
46-12 KV Substation					
Structure Package	\$ 341,927.00	\$ 362,519.62	\$ 431,050.00	\$ 119,350.00	\$ 25,926.00
Manufacturer:	SEI	MDH	PSS	Emspec	?
Delivery:	58-60 Weeks	70-72 Weeks	38-40 Weeks	40-45 Weeks	?
		Alt. \$392,875.00 36-38 Weeks		See Note A	See Note B
Schedule II					
69KV Circuit Switcher	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:					
Delivery:					
Schedule III					
Equipment Building	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:					
Delivery:					
Schedule IV					
Four 15KV Circuit Breakers	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ 135,768.00
Manufacturer:					?
Delivery:					?
					See Note C
Schedule V					
Relay and Control Panel	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:					
Delivery:					

Notes: A: Partial bid. Switches only.
B: Partial bid. Not sure what is included.
C: Supporting info. not included w/bid.

BID TABULATION (Continued)
Delivery #4 - Substation Structure and Electrical Equipment

Date: October 10, 2024
 Time: 2:00 PM, EDT

Town of Pineville
Pineville, North Carolina

<u>Bidder</u>	<u>Substation Ent. Alabaster, AL</u>	<u>M.D. Henry Pelham, AL</u>	<u>Peak Sub. Serv. Birmingham, AL</u>	<u>EMSPCC Quebec, QC</u>	<u>Wesco Dist. Clayton, NC</u>
Schedule VI					
Underground Cable	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ 969,115.00
Manufacturer:					Okonite
Delivery:					54-56 Weeks See Note D
Schedule VII					
Connectors and Terminators	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ 41,256.30
Manufacturer:					Hubbell
Delivery:					20 Weeks See Note E
Schedule VIII					
Junction Boxes	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ 28,780.00
Manufacturer:					Highline
Delivery:					6 Weeks See Note F
Schedule IX					
Miscellaneous Items & Conduit	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ 124,866.56
Manufacturer:					Varies
Delivery:					Varies See Note G
Price Terms:	<u>Net 30 Days</u>	<u>Net 30 Days</u>	<u>Net 30 Days</u>	<u>20% Dwgs. 80% Delivery</u>	<u>Net 30 Days</u>

Notes: D: Bid only. 15KV & 69KV cable. Recommending only 69KV cable award of \$559,475.00.
 E: Partial bid.
 F: Partial bid. Junction boxes only.
 G: Partial bid. Recommending award of \$87,995.14 for conduit, conduit fittings, and insulators.

BID TABULATION

Delivery #4 - Substation Structure and Electrical Equipment

Date: October 10, 2024
Time: 2:00 PM, EDT

Town of Pineville
Pineville, North Carolina

Bidder	Atlantic Power Mt. Holly, NC	Nat. Tran. Sales Raleigh, NC	VFP, Inc. Roanoke, VA	Elect. Pwr. Prod. Des Moines, IA	JST Power Lake Mary, FL
Schedule I					
46-12 KV Substation Structure Package	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:					
Delivery:					
Schedule II					
69KV Circuit Switcher	\$ 86,207.00	\$ 78,300.00	\$ NQ	\$ NQ	\$ NQ
Manufacturer:	Powergrid	Southern States			
Delivery:	54-58 Weeks	65-66 Weeks			
Schedule III					
Equipment Building	\$ NQ	\$ NQ	\$ 144,075.00	\$ 211,051.00	\$ NQ
Manufacturer:			VFP	Fibre bond	
Delivery:			30-32 Weeks	21-22 Weeks	
Schedule IV					
Four 15KV Circuit Breakers	\$ NQ	\$ 99,200.00	\$ NQ	\$ NQ	\$ 97,365.00
Manufacturer:		Siemens			JST
Delivery:		43 Weeks			22-24 Weeks
Schedule V					
Relay and Control Panel	\$ NQ	\$ NQ	\$ NQ	\$ 89,301.00	\$ NQ
Manufacturer:				EPP	
Delivery:				21-22 Weeks	

BID TABULATION (Continued)
Delivery #4 - Substation Structure and Electrical Equipment

Date: October 10, 2024
 Time: 2:00 PM, EDT

Town of Pineville
 Pineville, North Carolina

<u>Bidder</u>	<u>Atlantic Power Mt. Holly, NC</u>	<u>Nat. Tran. Sales Raleigh, NC</u>	<u>VFP, Inc. Roanoke, VA</u>	<u>Elect. Pwr. Prod. Des Moines, IA</u>	<u>JST Power Lake Mary, FL</u>
Schedule VI					
Underground Cable	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:					
Delivery:					
Schedule VII					
Connectors and Terminators	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:					
Delivery:					
Schedule VIII					
Junction Boxes	\$ 115,970.00	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:	Oldcastle				
Delivery:	12-14 Weeks See Note H				
Schedule IX					
Miscellaneous Items & Conduit	\$ 26,985.00	\$ NQ	\$ NQ	\$ NQ	\$ NQ
Manufacturer:	Royal Swgr.				
Delivery:	26-30 Weeks See Note I				
Price Terms:	Net 30 Days	Net 30 Days	Net 30 Days	Net 30 Days	Net 30 Days

Notes: H: Bid for vaults only.
 I: Bid for 46 KV switch only.

BID TABULATION

Delivery #4 - Substation Structure and Electrical Equipment

Date: October 10, 2024
Time: 2:00 PM, EDT

Town of Pineville
Pineville, North Carolina

<u>Bidder</u>	<u>ABB Lake Mary, FL</u>	<u>Utility Packaging Carrollton, GA</u>	<u>SEL Charlotte, NC</u>	<u>Birmingham Cont. Bessemer, AL</u>	<u>Border States Greenville, SC</u>
<u>Schedule I</u>					
46-12 KV Substation Structure Package	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule II</u>					
69KV Circuit Switcher	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule III</u>					
Equipment Building	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>
Manufacturer:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule IV</u>					
Four 15KV Circuit Breakers	\$ <u>112,335.32</u>	\$ <u>135,600.00</u>	\$ <u> NQ </u>	\$ <u> NQ </u>	\$ <u> NQ </u>
Manufacturer:	<u> ABB </u>	<u> Siemens </u>	<u> </u>	<u> </u>	<u> </u>
Delivery:	<u> 23 Weeks </u>	<u> 52 Weeks </u>	<u> </u>	<u> </u>	<u> </u>
<u>Schedule V</u>					
Relay and Control Panel	\$ <u> NQ </u>	\$ <u>76,125.00</u>	\$ <u>80,704.00</u>	\$ <u>86,695.00</u>	\$ <u> NQ </u>
Manufacturer:	<u> </u>	<u> UP&C </u>	<u> SEL </u>	<u> BCS </u>	<u> </u>
Delivery:	<u> </u>	<u> 20-24 Weeks </u>	<u> 22-26 Weeks </u>	<u> 14-16 Weeks </u>	<u> </u>

BID TABULATION (Continued)
Delivery #4 - Substation Structure and Electrical Equipment

Date: October 10, 2024
 Time: 2:00 PM, EDT

Town of Pineville
 Pineville, North Carolina

<u>Bidder</u>	<u>ABB Lake Mary, FL</u>	<u>Utility Packaging Carrollton, GA</u>	<u>SEL Charlotte, NC</u>	<u>Birmingham Cont. Bessemer, AL</u>	<u>Border States Greenville, SC</u>
Schedule VI					
Underground Cable	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ 365,540.00
Manufacturer:					Prysmian
Delivery:					14 Weeks
					See Note K
Schedule VII					
Connectors and Terminators	\$ NQ	\$ 297,552.00	\$ NQ	\$ NQ	\$ 196,632.00
Manufacturer:		Varies			Varies
Delivery:		32 Weeks			45 Weeks
Schedule VIII					
Junction Boxes	\$ NQ	\$ NQ	\$ NQ	\$ NQ	\$ 137,550.00
Manufacturer:					Concast/Highline
Delivery:					12-13 Weeks
					See Note L
Schedule IX					
Miscellaneous Items & Conduit	\$ NQ	\$ 171,849.41	\$ NQ	\$ NQ	\$ 254,568.50
Manufacturer:		Varies			Varies
Delivery:		5 Weeks			4 Weeks
					See Note M
Price Terms:	Net 30 Days	See Note J	Four Progressive Payment	Net 30 Days	Net 30 Days

Notes: J: Panel 45% w/Drawings & 65% w/Delivery. Other items 2% w/PO & 98% on Delivery.
 K: Partial bid, 12 KV and 600 volt cable only.
 L: Recommending award of \$27,350.00 for junction boxes only.
 M: Recommending partial award for Duraline, Alumalform, grounding and connectors, \$9,554.50.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: December 10, 2024

Agenda Title/Category:	Public Hearing		
Staff Contact/Presenter:	Travis Morgan		
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:
Background:	The Planning Department recommends a text amendment update to 6.2 of the Subdivision Ordinance, and 6.5.25 of the Zoning Ordinance relating to the conditional zoning requirement relating to 100 or more housing units.		
Discussion:			
Fiscal impact:			
Attachments:	Memo to Council regarding Housing Count Text Amendment from November 25 th Work Session.		
Recommended Motion to be made by Council:	Motion to Approve the Housing Count Text Amendment		

Council Meeting

Pineville

PLANNING & ZONING

To: Town Council

From: Travis Morgan

Date: 12/10/2024

Re: **Housing Units Text Amendment** (*Action Item*)

REQUEST:

The Planning Department recommends updating and clarifying some information from the subdivision ordinance into the zoning ordinance. Recommended is a text amendment update to 6.5.25 of the zoning ordinance relating to traffic study requirement and 6.2 of the subdivision ordinance relating to 100 or more housing lots.

SUMMARY:

Existing Text:

Subdivision Ordinance

6.200 General Procedure for Subdivisions

3. Any subdivision creating more than 100 lots shall require conditional approval from the Pineville Town Council.

6.5.25 Traffic Study

Developments and uses of land of a certain size or type require additional traffic review to best manage traffic congestion directly related to the proposal. This is to best manage the health, safety, and welfare of the Town.

- A) A traffic study is required for the creation of 100 or more new housing units.
- B) A traffic study is required for the creation of more than 100,000 gross square feet of any new: warehouse space, heated or cooled space, roofed space, event or gathering space such as theater, concert hall, amphitheater, church, or similar fire code assembly rated space.
- C) Traffic study shall generally follow NCDOT requirements.
- D) Improvements found as part of the study shall be required for approval excepting conditional process exemptions or additional safety, functional, or minimum level of service requirements.

Proposed Text:

6.5.25 Conditional Zoning Thresholds and Traffic Study

Developments and uses of land of a certain size or type require additional traffic review to best manage traffic congestion directly related to the proposal. This is to best manage the health, safety, and welfare of the Town.

- A) A conditional zoning plan and traffic study is required for the creation of 100 or more new housing units.
- B) A conditional zoning plan and traffic study is required for the creation of more than 100,000 gross square feet of any new: warehouse space, heated or cooled space, roofed space, event or gathering space such as theater, concert hall, amphitheater, church, or similar fire code assembly rated space.
- C) Traffic study shall generally follow NCDOT requirements.

- D) Improvements found as part of the study shall be required for approval excepting conditional process exemptions or additional safety, functional, or minimum level of service requirements.

STAFF COMMENT:

The text amendment clarification is recommended to both clarify and consolidate the 100-housing unit conditional zoning threshold and to have it accessible in the zoning ordinance as the primary zoning document.

PROCEDURE:

This is the public hearing for public comment on the proposal. You may vote on the proposal after the close of the public hearing, or you may vote to continue the public meeting into the future.



TOWN COUNCIL AGENDA ITEM

MEETING DATE:

Agenda Title/Category:	Baker Tilly Compensation Study		
Staff Contact/Presenter:	Ryan Spitzer, Sarah Towne		
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:
		x	
Background:	Pineville contracted with Baker Tilly to conduct a comprehensive compensation study for the Town. Baker Tilly looked at the town’s current compensation practices relative to the market and proposed a plan to get compensation to the market.		
Discussion:	Town Council will need to decide: <ol style="list-style-type: none"> 1. Implement Baker Tilly’s plan 2. Compensate employees at 100% of market 3. Discuss more 4. Do nothing 		
Fiscal impact:	\$270,000		
Attachments:	<ol style="list-style-type: none"> 1. Memo 2. Baker Tilly powerpoint 		
Recommended Motion to be made by Council:	Approve the compensation policy presented by Baker Tilly.		



Memorandum

To: Mayor and Town Council
From: Ryan Spitzer
Date: 12/6/2024
Re: Baker Tilly Compensation Study

Overview:

The Town contracted with Baker Tilly to do a comprehensive study of our civilian and police classification and compensation strategies. Baker Tilly compared the Town’s pay structure and strategy to 10 other local municipalities along with the State of North Carolina and the Bureau of Labor Statistics to arrive at a “Cost of Labor”. It was discovered that for most civilian and law enforcement positions the Town was below the average midpoint (market) for the area after adjustments.

The proposal is to recalibrate the classification and compensation strategies to make the town more competitive in the area at 95% of the market. This will provide a good basis for the town for a midyear adjustment while we work towards getting to 100% of the market in the next FY. Staff believes the Town is able to pay this mid-year adjustment through lapsed salaries and will formulate a plan for the upcoming FY to discuss during the budgeting process.

Civilian

The plan is to reduce the number of Grades for civilian employees and move the lowest Grade from an 11 to a 14. The midpoint for each Grade will also be set at 95% of the market. Baker Tilly proposed three different implementation strategies for this and the town feels that option 2 is the most feasible. It is also the most equitable across the organization. This will move everyone to the minimum of their new Grade or give them a 3% increase in pay, whichever is higher.

	Option 2 - Greater of Minimum or 3%				
	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	64	\$3,951,911.39	\$4,103,239.64	\$151,328.24	3.8%
Employees Below Minimum	17	\$852,696.96	\$916,757.65	\$64,060.69	7.5%
Employees Within Range	46	\$3,004,789.51	\$3,092,057.06	\$87,267.56	2.9%
Employees Above Maximum	1	\$94,424.93	\$94,424.93	\$0.00	0.0%

Police

The plan is to set the midpoint at 95% of the market as well as reduce the number of Steps from 19 to 11. This will increase the starting pay for new officers, but slightly reduce the “top out” pay for each Grade. The reason for reducing the number of Steps is, after analyzing the years in position (YIP) of all employees, it was discovered that only 4 out of 39 employees have been in their positions for more than 6 years. The new pay plan, as well as taking out supplemental pay, should provide employees with enough room to move through the pay plan. Baker Tilly provided two options for the Police Department. The option chosen by the Town is to move officers to the closest step based on YIP without decreasing their salary.

Police: Option 2: Steps based on Years in Position						
	# of Staff	Current Salary		Proposed Salary	Difference	% Increase
Totals	39	\$2,763,124.15		\$2,853,262.12	\$90,137.96	3.3%
Employees Below Minimum	16	\$880,553.53		\$956,865.63	\$76,312.10	8.7%
Employees Within Range	18	\$1,419,984.41		\$1,433,810.28	\$13,825.87	1.0%
Employees Above Maximum	5	\$462,586.21		\$462,586.21	\$0.00	0.0%

Next Steps

1. Baker Tilly will provide the Town with a comprehensive report that we will share with Council and staff
2. Town staff will need to reevaluate compensation strategies and present these to Town Council to follow the new compensation plans.
3. Create a new Grade in the PD step plan for a Police Officer Trainee.
4. Do a mid-year adjustment to recalibrate the current Classification and Compensation Plan to Baker Tilly’s proposal. Take out pay for education, certifications, and language from base pay and “create” a supplemental pay category.
5. For the FY26 Budget evaluate getting employees to 100% of market
6. Baker Tilly will hold forums with employees to explain their methodology and the new plans.



Classification and Compensation Study



Project Overview

COMPLETE

- ✓ **Data Collection:** project planning meetings, data requested from the Town.
- ✓ **Position Review:** using existing or updated job descriptions to adjust titles and conduct job evaluation to establish internal equity.
- ✓ **Market Assessment:** collection of base pay and pay practice information from peer organizations.
- **Pay Plan Development:** pay plan development, grade assignments, and implementation calculations.
- **Project Completion:** final report delivered, final presentation, project documentation delivery.



Project Overview

Position Review

1. Titles: Using existing job descriptions, we reviewed all titles and make recommendations for adjustments, as necessary.
2. Job Evaluation: We conducted job evaluation using our point factor tool, called SAFE®. This process established a hierarchy of jobs within the Town that is reflective of internal equity.
 - *This is a measurement of the position, NOT the person in the position.*

The 9 compensable factors:

- | | |
|----------------------|-------------------------------|
| 1. Education | 6. Working Conditions |
| 2. Experience | 7. Independence of Actions |
| 3. Level of Work | 8. Impact on the Organization |
| 4. Human Interaction | 9. Supervision Exercised |
| 5. Physical Demands | |

SAFE is compatible and compliant with federal Equal Pay Act.



Project Overview

Market Assessment

1. Peer Organizations (10): We partnered with you to identify comparable and competitive peer organizations to include in the study. These are organizations that look like you and work like you relative to size (revenue, population served, or number of employees), service offerings, geography, growth, etc.
 - Published salary survey data was incorporated as a private sector comparison.
2. Benchmark Positions: We included 50 positions in the market survey as benchmark positions.
3. Market Survey: A summary of work + minimum qualifications were included for each benchmark position to assist peers in providing an appropriate match.
4. Adjustments & Quality Control: Some adjustments were made to collected data to account for differences in work week, fiscal year, and geographic labor cost. *We do not weight the data.*
 - Results are analyzed for quality control; reports demonstrating market averages and a comparison to the market was prepared.



Market Assessment: Peer Organizations

- The Town identified 10 public peer organizations to be included in the study
- Data was collected or compiled from 9 of those, **shown in bold below**.
- Data from **3 published surveys** included to represent the “private sector”

1. Belmont, North Carolina
2. **Charlotte, North Carolina**
3. **Cornelius, North Carolina**
4. **Davidson, North Carolina**
5. **Huntersville, North Carolina**
6. **Indian Trail, North Carolina**
7. **Kannapolis, North Carolina**

8. **Matthews, North Carolina**
9. **Mint Hill, North Carolina**
10. **Union County, North Carolina**
11. **Bureau of Labor Statistics**
12. **Comp Analyst**
13. **Economic Research Institute**



Market Assessment: Cost of Labor Differentials

Where cost of living is a measurement of goods and services in each area, the cost of labor is a measurement of compensation paid.

Cost of labor can be impacted by the cost of living but is mainly influenced by the supply and demand of labor in each area (rate of unemployment and number of qualified laborers).

Date Pulled	Client Name	Location	Geo Adjust	Client Avg Base
9/19/2024	Pineville, North Carolina	Pineville, NC	99.5	65,562
Peer #	Peer Organization	Locality Used	ERI Indicator	GeoDiff %
1	Belmont, North Carolina	Mount Holly, NC	98.8	0.7%
2	Charlotte, North Carolina	Charlotte, NC	99.8	-0.3%
3	Cornelius, North Carolina	Cornelius, NC	99.4	0.1%
4	Davidson, North Carolina	Davidson, NC	99.4	0.1%
5	Huntersville, North Carolina	Huntersville, NC	99.5	0.0%
6	Indian Trail, North Carolina	Indian Trail, NC	98.5	1.0%
7	Kannapolis, North Carolina	Kannapolis, NC	99.5	0.0%
8	Matthews, North Carolina	Matthews, NC	99.5	0.0%
9	Mint Hill, North Carolina	Mint Hill, NC	98.5	1.0%
10	Union County, North Carolina	Monroe, NC	98.5	1.0%
11	Comp Analyst	Charlotte, NC	99.8	-0.3%
12	Economic Research Institute (ERI)	Charlotte, NC	99.8	-0.3%
13	Bureau of Labor Statistics (BLS)	State of North Carolina	93.6	5.9%

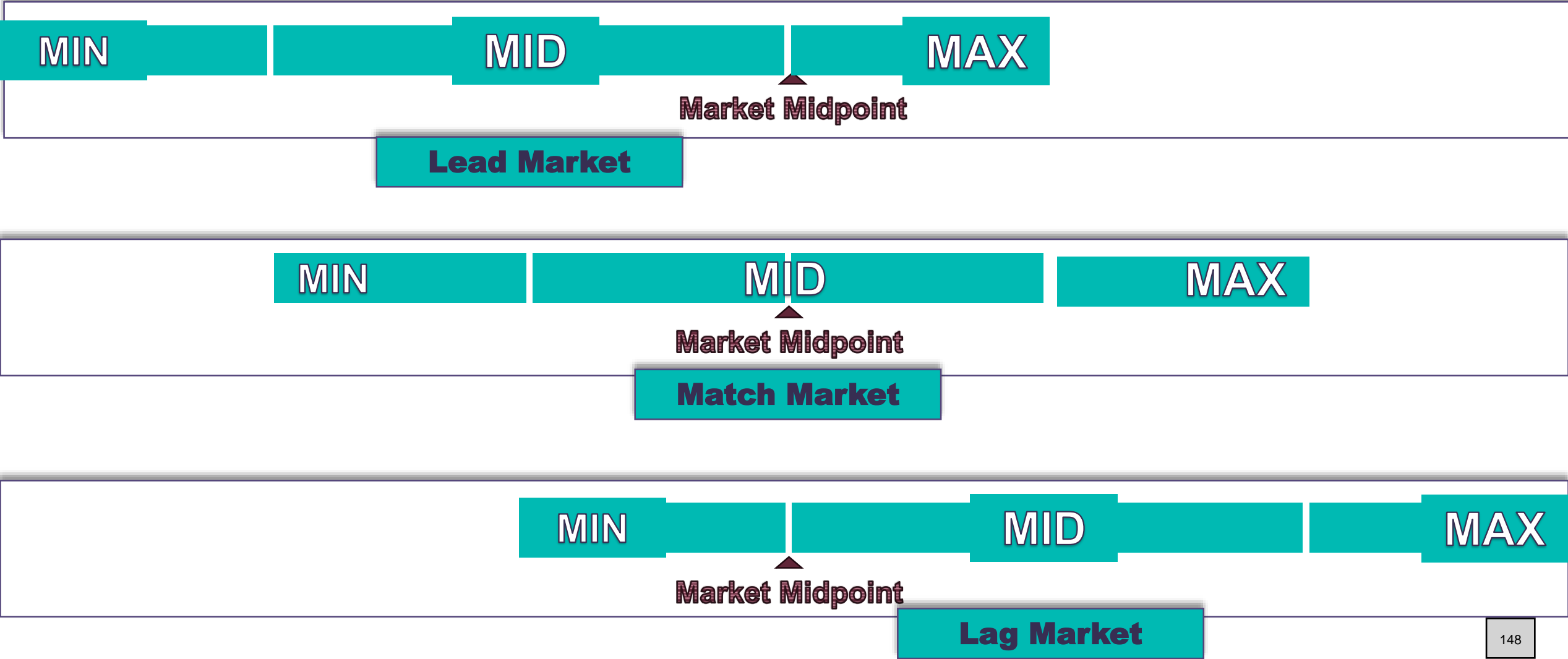
Cost of labor differentials collected from Economic Research Institutes Geographic Assessor tool which utilizes figures published by the Bureau of Labor Statistics.

Market Assessments: Results

- In total 50 positions were included in the market survey as benchmark positions.
 - Overall, the study yielded market values for 100% of the Town's benchmark positions.
 - 96% of the benchmarks have 5+ matches.
 - 30% of the benchmarks have 8+ matches.
-
- Average minimum, midpoint, and maximum results were prepared for the 50 benchmarks with sufficient data.
 - A comparison of current midpoints vs. the market average midpoint was also prepared. Additional market thresholds demonstrating 5% above and 5% below market were also prepared for consideration.
-
- On average, the Town is 13.6% **below** market at the minimum, 15.1% **below** market at the midpoint, and 16.2% **below** market at the maximum.
 - **Draft pay plans are aligned to 95% of market at the midpoints, pending approval from Council.**

Market Assessment

What is The Market?



Project Overview

Pay Plan Development:

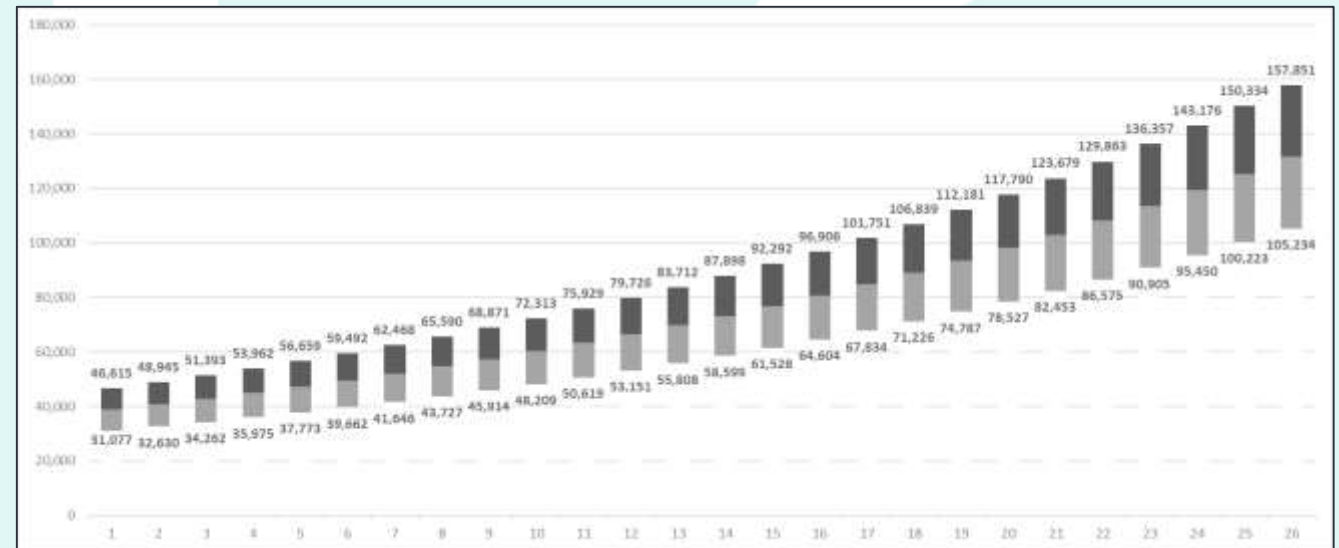
1. Pay Plans: Baker Tilly made recommendations to the existing General pay plan and developed a new pay plan for Police Sworn that were tailored to the study's results.
2. Grade assignments were determined based on internal and external results (SAFE® evaluation scores and market midpoints). We used a regression to test the relationship between this information and to identify outliers.
 - We included department heads in a preliminary review of grade assignments.
3. Implementation Cost: With finalized grade assignments, we prepared implementation calculations across 3 scenarios that will assist your organization in adopting the new classification and compensation system.



Current General Pay Plan

Town of Pineville Classification & Pay Plan					
Salary Grade	Min. 80% MP	Midpoint	Max 120% MP	Range Spread	Midpoint Differential
11	\$31,077	\$38,846	\$46,615	33%	
12	\$32,630	\$40,788	\$48,945	33%	5%
13	\$34,262	\$42,828	\$51,393	33%	5%
14	\$35,975	\$44,968	\$53,962	33%	5%
15	\$37,773	\$47,216	\$56,659	33%	5%
16	\$39,662	\$49,577	\$59,492	33%	5%
17	\$41,646	\$52,057	\$62,468	33%	5%
18	\$43,727	\$54,658	\$65,590	33%	5%
19	\$45,914	\$57,392	\$68,871	33%	5%
20	\$48,209	\$60,261	\$72,313	33%	5%
21	\$50,619	\$63,274	\$75,929	33%	5%
22	\$53,151	\$66,438	\$79,726	33%	5%
23	\$55,808	\$69,760	\$83,712	33%	5%
24	\$58,599	\$73,248	\$87,898	33%	5%
25	\$61,528	\$76,910	\$92,292	33%	5%
26	\$64,604	\$80,755	\$96,906	33%	5%
27	\$67,834	\$84,793	\$101,751	33%	5%
28	\$71,226	\$89,033	\$106,839	33%	5%
29	\$74,787	\$93,484	\$112,181	33%	5%
30	\$78,527	\$98,159	\$117,790	33%	5%
31	\$82,453	\$103,066	\$123,679	33%	5%
32	\$86,575	\$108,219	\$129,863	33%	5%
33	\$90,905	\$113,631	\$136,357	33%	5%
34	\$95,450	\$119,313	\$143,176	33%	5%
35	\$100,223	\$125,278	\$150,334	33%	5%
36	\$105,234	\$131,542	\$157,851	33%	5%

- Open plan (no defined steps), 26 grades (17 in use, numbered 11-36)
- 33% range spreads (distance from min to max)
- 5% midpoint differential (distance between each grade at the midpoint)
- Starting minimum wage is \$14.94/hour (\$31,077 annual)



Pay Plan Design

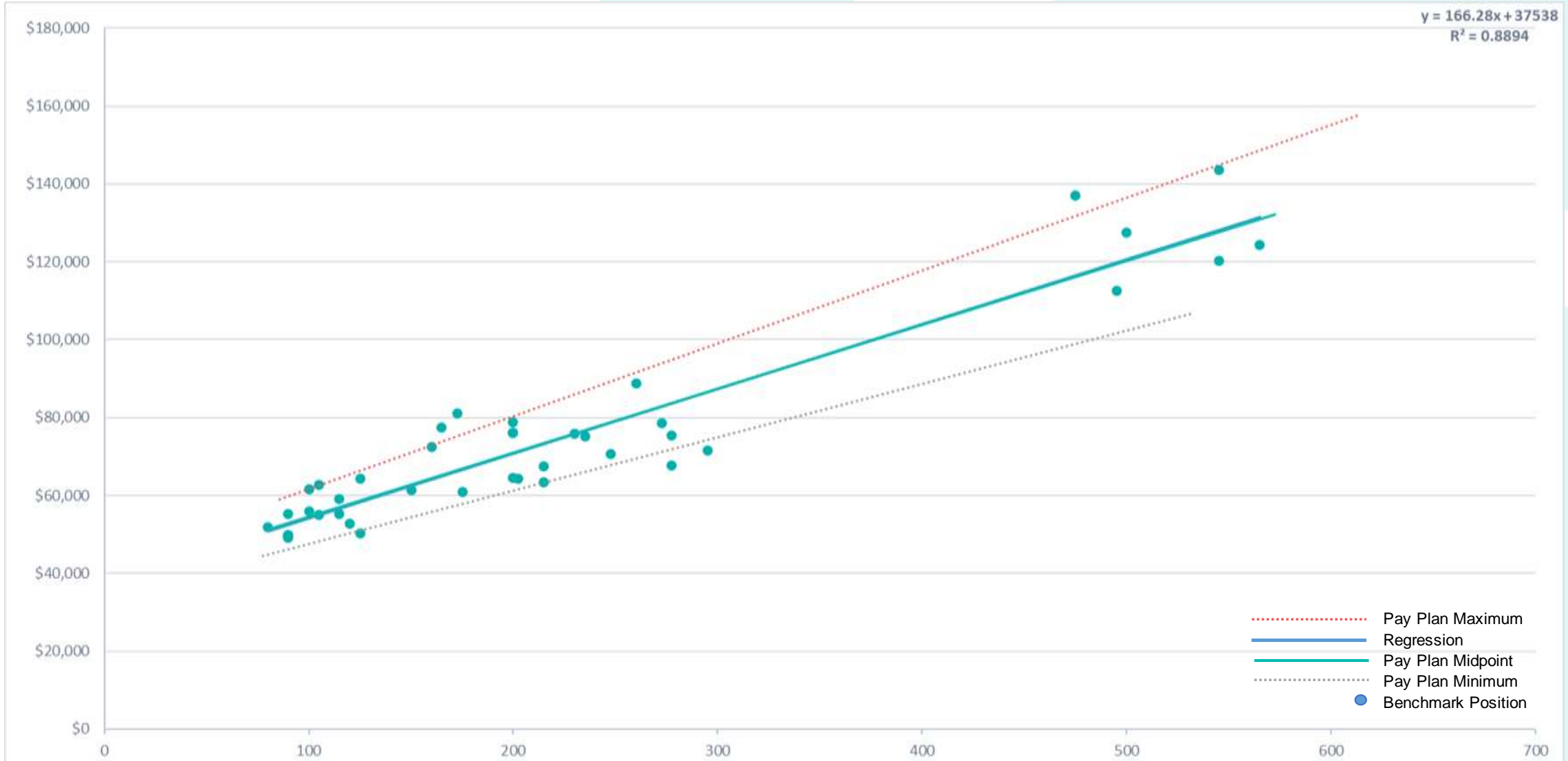
Proposed General Pay Plan

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Differential
13	\$41,224	\$47,408	\$53,591	30%	5%
14	\$43,285	\$49,778	\$56,271	30%	5%
15	\$45,450	\$52,267	\$59,085	30%	5%
16	\$47,722	\$54,880	\$62,039	30%	5%
17	\$50,108	\$57,624	\$65,140	30%	5%
18	\$50,421	\$60,505	\$70,589	40%	5%
19	\$52,942	\$63,530	\$74,119	40%	5%
20	\$55,589	\$66,707	\$77,825	40%	5%
21	\$58,368	\$70,042	\$81,715	40%	5%
22	\$61,287	\$73,544	\$85,802	40%	5%
23	\$64,351	\$77,221	\$90,091	40%	5%
24	\$67,568	\$81,082	\$94,595	40%	5%
25	\$70,947	\$85,136	\$99,326	40%	5%
26	\$74,494	\$89,393	\$104,292	40%	5%
27	\$78,219	\$93,863	\$109,507	40%	5%
28	\$84,477	\$101,372	\$118,268	40%	8%
29	\$91,235	\$109,482	\$127,729	40%	8%
30	\$94,593	\$118,241	\$141,890	50%	8%
31	\$102,160	\$127,700	\$153,240	50%	8%
32	\$110,333	\$137,916	\$165,500	50%	8%
33	\$119,159	\$148,949	\$178,739	50%	8%
34	\$128,692	\$160,865	\$193,038	50%	8%
35	\$138,987	\$173,734	\$208,481	50%	8%
36	\$150,106	\$187,633	\$225,159	50%	8%

- Open plan (no defined steps), 24 grades (numbered 13-36)
- 30-50% range spreads
- 5-8% midpoint differential
- Aligned to 95% of market midpoints
- Starting minimum wage is \$19.82/hour (\$41,224 annual)



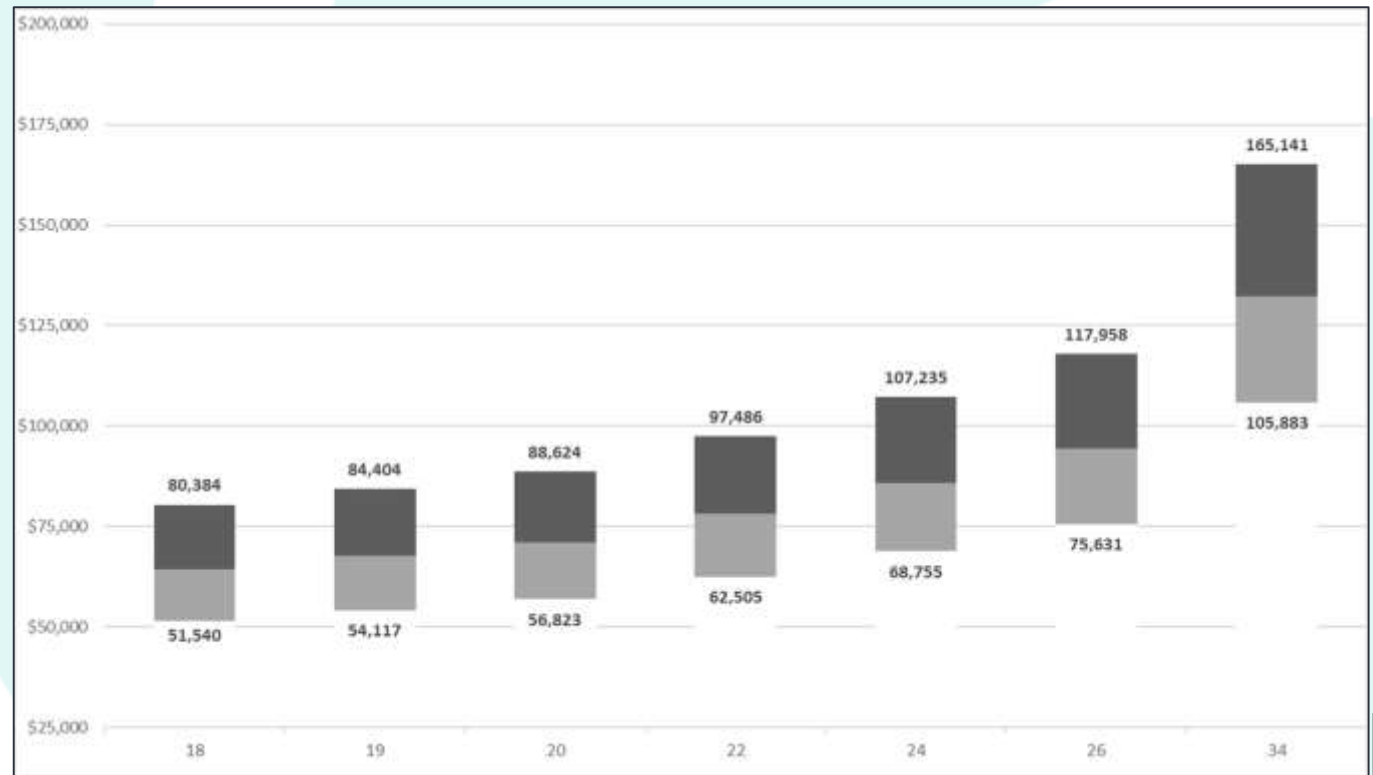
Proposed General Pay Plan



Current Police Pay Plan

Town of Pineville Classification & Pay Plan																			
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Midpoint	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19
18	\$51,539.70	\$52,828.19	\$54,148.89	\$55,502.62	\$56,890.18	\$58,312.44	\$59,770.25	\$61,264.50	\$62,796.12	\$64,366.02	\$65,975.17	\$67,624.55	\$69,315.16	\$71,048.04	\$72,824.24	\$74,644.85	\$76,510.97	\$78,423.74	\$80,384.34
19	\$54,116.68	\$55,469.60	\$56,856.34	\$58,277.75	\$59,734.69	\$61,228.06	\$62,758.76	\$64,327.73	\$65,935.92	\$67,584.32	\$69,273.93	\$71,005.78	\$72,780.92	\$74,600.44	\$76,465.45	\$78,377.09	\$80,336.52	\$82,344.93	\$84,403.55
20	\$56,822.52	\$58,243.08	\$59,699.16	\$61,191.63	\$62,721.43	\$64,289.46	\$65,896.70	\$67,544.12	\$69,232.72	\$70,963.54	\$72,737.62	\$74,556.07	\$76,419.97	\$78,330.47	\$80,288.73	\$82,295.95	\$84,353.34	\$86,462.18	\$88,623.73
22	\$62,504.77	\$64,067.39	\$65,669.07	\$67,310.80	\$68,993.57	\$70,718.41	\$72,486.37	\$74,298.53	\$76,155.99	\$78,059.89	\$80,011.39	\$82,011.67	\$84,061.96	\$86,163.51	\$88,317.60	\$90,525.54	\$92,788.68	\$95,108.40	\$97,486.11
24	\$68,755.24	\$70,474.13	\$72,235.98	\$74,041.88	\$75,892.93	\$77,790.25	\$79,735.00	\$81,728.38	\$83,771.59	\$85,865.88	\$88,012.53	\$90,212.84	\$92,468.16	\$94,779.86	\$97,149.36	\$99,578.09	\$102,067.55	\$104,619.24	\$107,234.72
26	\$75,630.77	\$77,521.54	\$79,459.58	\$81,446.07	\$83,482.22	\$85,569.27	\$87,708.50	\$89,901.22	\$92,148.75	\$94,452.47	\$96,813.78	\$99,234.12	\$101,714.98	\$104,257.85	\$106,864.30	\$109,535.90	\$112,274.30	\$115,081.16	\$117,958.19
34	\$105,883.08	\$108,530.15	\$111,243.41	\$114,024.49	\$116,875.10	\$119,796.98	\$122,791.91	\$125,861.70	\$129,008.25	\$132,233.45	\$135,539.29	\$138,927.77	\$142,400.97	\$145,960.99	\$149,610.02	\$153,350.27	\$157,184.02	\$161,113.62	\$165,141.46

- 19-step pay plan, 7 grades
- Midpoint aligns at Step 10
- 2.44% between steps, 36% range spreads (distance from min to max)
- 5-40% midpoint differential (distance between each grade at the midpoint)
- Starting minimum wage is \$23.60/hour (\$51,539.70 annual)



Proposed Police Pay Plan

Grade	Position	1	2	3	4	5	6	7	8	9	10	11	Midpoint Differential	Step Diff	Range Spread
PO1	Police Officer	\$58,334	\$59,793	\$61,288	\$62,820	\$64,390	\$66,000	\$67,650	\$69,341	\$71,075	\$72,852	\$74,673		2.50%	28%
PO2	Detective	\$60,668	\$62,184	\$63,739	\$65,333	\$66,966	\$68,640	\$70,356	\$72,115	\$73,918	\$75,766	\$77,660	4.00%	2.50%	28%
PO3	Corporal	\$64,915	\$66,537	\$68,201	\$69,906	\$71,653	\$73,445	\$75,281	\$77,163	\$79,092	\$81,069	\$83,096	7.00%	2.50%	28%
PO4	Sergeant	\$72,704	\$74,522	\$76,385	\$78,295	\$80,252	\$82,258	\$84,315	\$86,422	\$88,583	\$90,798	\$93,068	12.00%	2.50%	28%
PO5	Lieutenant	\$82,156	\$84,210	\$86,315	\$88,473	\$90,685	\$92,952	\$95,276	\$97,657	\$100,099	\$102,601	\$105,166	13.00%	2.50%	28%
PO6	Police Captain	\$94,068	\$96,420	\$98,831	\$101,301	\$103,834	\$106,430	\$109,090	\$111,818	\$114,613	\$117,479	\$120,415	14.50%	2.50%	28%
PO7	Police Chief	\$122,104	\$125,767	\$129,540	\$133,426	\$137,429	\$141,552	\$145,798	\$150,172	\$154,677	\$159,318	\$164,097	33.00%	3.00%	34%

- 11-step, 7 Grades (Numbered PO1-PO7)
- 2.5-3% between steps, 28-34% range spreads
- Tailored 4-33% midpoint differential
- Aligned to 95% of market midpoints
- Starting minimum wage is \$26.71/hour (\$58,334 annual)



Pay Grade Assignments

Determined based on internal and external results (SAFE® evaluation scores and market midpoints). We used a regression to test the relationship between this information and to identify outliers.

In total, 51 unique positions were classified to a grade in the proposed pay plan based on market midpoints. From there, grade assignments were adjusted, as necessary, to account for:

• Existing equity (current midpoints & grade groupings)	• Job Evaluation (SAFE scores based on Job Descriptions)
• Career progressions	• Supervisor-subordinate separation
• Grade compression	

The following information was NOT considered when assigning positions to a grade:

• The person in the position	• Performance
• Length of service	• Employee existing salary



Implementation Scenarios

Baker Tilly prepared 3 scenarios for Pineville to consider in its adoption of the new General classification and compensation plan.

- **Implementation cost reflects base pay in US dollars. Benefits and pay differentials are not included.**

Baker Tilly does not recommend a pay decrease for any employee as a result of the study.

Implementation Scenarios for the General Pay Plan:

1. Employees move to the minimum of their assigned pay grade if their current salary is below. All other employees retain their existing salary. This is to get all employees onto the pay plan.
2. Employees below the minimum would move to the minimum or receive a 3% adjustment (whichever is greater), capped at the maximum of their pay range. If any employee's current salary is higher than that calculation, they would retain their existing salary.
3. Starts by moving employees to the minimum of their assigned pay grade then calculating 2% x years in position, capped at 11 years. For example: if an employee has been in their position with Pineville for 3 years, the employee's new salary would be calculated by adding 6% to the minimum of their newly assigned pay grade. Any employees whose current salary is greater than that calculation would retain their existing salary.



Pay Plan Development

Implementation Scenarios- General Plan

	Option 1 - Move to Minimum				
	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	64	\$3,951,911.39	\$4,023,317.01	\$71,405.61	1.8%
Employees Below Minimum	17	\$827,409.39	\$898,815.00	\$71,405.61	8.6%
Employees Within Range	46	\$3,030,077.08	\$3,030,077.08	\$0.00	0.0%
Employees Above Maximum	1	\$94,424.93	\$94,424.93	\$0.00	0.0%
	Option 2 - Greater of Minimum or 3%				
	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	64	\$3,951,911.39	\$4,115,341.93	\$163,430.54	4.1%
Employees Below Minimum	17	\$827,409.39	\$899,937.61	\$72,528.23	8.8%
Employees Within Range	46	\$3,030,077.08	\$3,120,979.39	\$90,902.31	3.0%
Employees Above Maximum	1	\$94,424.93	\$94,424.93	\$0.00	0.0%
	Option 3 - Move to Minimum + 2% per Years in Position (Capped)				
	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	64	\$3,951,911.39	\$4,168,083.24	\$216,171.85	5.5%
Employees Below Minimum	17	\$827,409.39	\$920,784.54	\$93,375.15	11.3%
Employees Within Range	46	\$3,030,077.08	\$3,152,873.77	\$122,796.69	4.1%
Employees Above Maximum	1	\$94,424.93	\$94,424.93	\$0.00	0.0%

Implementation Scenarios

Baker Tilly prepared 2 scenarios for Pineville to consider in its adoption of the new Police Sworn classification and compensation plan.

- **Implementation cost reflects base pay in US dollars. Benefits and pay differentials are not included.**

Baker Tilly does not recommend a pay decrease for any employee as a result of the study.

Implementation Scenarios for the Police Pay Plan:

1. Employees move to the closest step without a decrease.
This is to get all employees onto the pay plan.
2. Employees move to the step based on years in position, unless it would result in a decrease then employees would move to the closest step without a decrease.
For example: if an employee has been in their position with Pineville for 3 years, the employee's new salary would be Step 3 of their newly assigned pay grade.

Pay Plan Development

Implementation Scenarios- Police Plan

	Option 1 - Closest Step, without Decrease				
	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	39	\$2,764,318.48	\$2,849,680.31	\$85,361.83	3.1%
Employees Below Minimum	16	\$872,625.24	\$946,510.36	\$73,885.13	8.5%
Employees Within Range	19	\$1,534,428.98	\$1,545,905.68	\$11,476.70	0.7%
Employees Above Maximum	4	\$357,264.27	\$357,264.27	\$0.00	0.0%
	Option 2: Steps based on Years in Position				
	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	39	\$2,764,318.48	\$2,862,305.52	\$97,987.03	3.5%
Employees Below Minimum	16	\$872,625.24	\$956,865.63	\$84,240.39	9.7%
Employees Within Range	19	\$1,534,428.98	\$1,548,175.62	\$13,746.64	0.9%
Employees Above Maximum	4	\$357,264.27	\$357,264.27	\$0.00	0.0%

Project Overview

Project Completion

1. Final report: We will document the methodology used to conduct the study, our findings, and recommendations.
2. Final Presentation: We will present the results to elected officials, senior leadership, employees, and/or designated staff as desired.
3. Training: We will provide training to HR staff to administer and maintain the new classification and compensation system – including the SAFE® job evaluation process.
 - All project documentation will be delivered



Recommendations

We urge the Town of Pineville, NC to:

- Approve the continued use of Baker Tilly’s SAFE® methodology to maintain internal equity.
- Approve the use of the open plan for General positions and the proposed step plan for Police sworn positions.
- Approve the position grade assignments which were reviewed by Town leadership and confirmed by the Town’s project team.
- Approve an implementation scenario that addresses the Town’s compensation philosophy, business goals, and that is fiscally sustainable.
- Continue efforts to maintain the classification and compensation system:
 - Routinely review positions, job descriptions, and market conditions.
 - Adjust the pay structure and salaries, annually, to keep pace with the market.
 - Adopt general increases, annually, to reward employees and ensure advancement through assigned pay ranges.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: December 10, 2024

Agenda Title/Category:	New Business		
Staff Contact/Presenter:	Ryan Spitzer		
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:
Background:	Each year a list of meeting dates must be approved, posted, and also kept on file in the Office of the Clerk. Attached is a list of proposed meeting dates for Council’s review and approval.		
Discussion:			
Fiscal impact:	None		
Attachments:	Town Council Meeting Dates for 2025		
Recommended Motion to be made by Council:	Motion to approve Town Council meeting dates for 2025		



**2025 TOWN COUNCIL MEETING SCHEDULE
PINEVILLE TOWN HALL COUNCIL CHAMBERS
505 MAIN STREET, SECOND FLOOR
PINEVILLE, NC 28134**

MONTH	TOWN COUNCIL	WORK SESSION
January	14	27
February	11	24
March	11	24
April	8	28
May	13	26 * <i>Holiday</i>
June	10	23
July	8	28
August	12	25
September	9	29
October	14	27
November	11 * <i>Holiday</i>	24
December	9	22 * <i>Holiday Week</i>

Telephone Board Meetings *(meetings begin at 5:00 pm)*

January 27th
April 28th
July 28th
October 27th



Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan 2024 Progress Report – Town of Pineville

1 Introduction

To maintain the Community Rating System (CRS) status within the National Flood Insurance Program, the **Town of Pineville** is required to provide an annual status update of the implementation of each of the mitigation actions the town proposed in the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan (HMP). The objective of this evaluation is to ensure that there is a continual planning process that will keep the HMP plan dynamic and responsive to the needs and capabilities of the community.

The HMP was developed in response to requirements of the Disaster Mitigation Act of 2000. The initial version was completed in 2005 and, since then, there have been updates every five years. The current version of the plan was adopted by the Town Council on October 26, 2020 and approved by FEMA on December 3, 2020. A copy of the current HMP is available online via the link below:

<https://www.charlottenc.gov/files/sharedassets/city/public-safety/em/documents/2020-mecklenburg-county-mjhmp-final.pdf>

2 Implementation

The hazard mitigation planning process involves setting goals and objectives, reviewing community vulnerabilities and capabilities, and developing mitigation actions that would make the **Town of Pineville** more resilient during natural hazards. The goals and objectives of the 2020 plan includes:

- Identify and implement hazard mitigation projects designed to reduce the impact of future hazard events on existing critical facilities and infrastructure as well as public and private property.
- Conduct education and outreach activities intended to better inform people about hazards and encourage personal responsibility for preparedness and mitigation.
- Improve emergency preparedness and response capabilities.
- Enact planning and policy measures to reduce the impacts of identified hazards and make future development more resilient to hazards.

The implementation status of individual mitigation actions outlined in Section 7 of the plan is summarized in a tabular format in Section 6 (Review of Mitigation Actions) of this report.

3 Recommendations

Implementation and maintenance of the plan is critical to the overall success of hazard mitigation planning. It is recommended that the CRS Coordinator work closely with the Charlotte-Mecklenburg Emergency Management Office (CMEMO) Planner and the Town of Pineville’s HMP Committee in all plan monitoring and update procedures to meet CRS requirements.

4 Justice40: The Need

The Justice40 promise seeks to create an equitable recovery for Americans facing challenges created by aging infrastructure, a frayed social safety net, natural disasters, and the ongoing COVID-19 pandemic. Justice40 must address inequities that hinder a sustainable, just society, and that disproportionately harm low-income and communities of color across America.

<https://www.thejustice40.com/>

https://www.fema.gov/sites/default/files/documents/fema_equity-webinar-final_8-17-21.pdf

5 Dissemination

This Progress Report will be made available to the Town of Pineville Town Council by December 3, 2024. The report will also be made available to the public at <https://www.pinevillenc.gov/planningmeetings/projectsevents/>. Additionally, copies are available at the Charlotte Mecklenburg Storm Water Services office located at 2145 Suttle Avenue, Charlotte, NC 28208. For more information, please call (980) 314-3236.

6 Review of Mitigation Actions

Action#	Mitigation Action	2024 Implementation Status Update
Pineville- 1	Seek grant funding to retrofit critical facilities and Town-owned facilities for improved resilience to all hazards with the use of the latest building materials and technology. This could include, but is not limited to: wind retrofits, low water consumption fixtures, leak detectors, backup generators, ignition-resistant materials, 320 or 361 compliant safe rooms, lightning protection, hail-resistant roofing, and anchoring fixed building equipment.	Mecklenburg County continues to implement mitigation actions identified in the Flood Risk Assessment and Risk Reduction Plan. From July 2023 to September 2024, fourteen (14) flood-prone buildings were acquired and demolished at a cost of \$2.12 M (42.0 % local / 43.5% federal / 14.5% state funding). Three (3) grant funded elevation projects were completed at a cost of \$600k (0% local / 75% federal / 25% state funding). There are two (2) active FEMA grants open and one (1) FEMA grant pending.
Pineville- 2	Seek grant funding to install backup generators or quick connect hook ups for mobile generators on any newly constructed county/town critical facilities.	This goal was achieved. New Town Hall facility has backup generator installed and operational.
Pineville- 3	Maintain continued compliance with the National Flood Insurance Program (NFIP) through implementation and periodic evaluation of the following higher regulatory standard (in addition to basic required compliance actions): a) Development standards linked to Community Floodplain (Future Conditions) b) Require critical facilities protection to 500- year flood levels c) Require parking lots to be elevated (no more than six inches deep in any parking space during Community Flood event) d) Require dry land access for new or substantially improved buildings (above Community Flood BFE) e) Levee restrictions f) Cumulative substantial damage improvement provision g) Prohibit basements below flood level on filled lots	Higher standards maintained. No ordinance updates or revisions made during 2023 to 2024 reporting period. Charlotte-Mecklenburg Storm Water Services has completed a 2D pilot flood modeling study of Little Sugar and Briar Creek watersheds and is currently evaluating the next steps towards future Countywide FIRM updates.
Pineville- 4	In coordination with CMSWS, continue participation in the NFIP Community Rating System (CRS) with the goal of increasing CRS credit points to become a Class 5 community or better within five years.	This goal is achieved. The Town of Pineville has maintained participation in the CRS program and maintained their CRS class 5 rating during the most recent CRS audit.
Pineville- 5	Advertise and promote the availability of flood insurance.	Annual “Floodplain Flash” newsletter distributed by USPS in December 2023. NFIP information is also presented through traditional media and social media throughout the year. NFIP information including Floodsmart.gov website, CRS discounts and Risk Rating 2.0 update are also posted on the CMSWS website.

Pineville- 6	Preserve lands subject to repetitive flooding.	The Mecklenburg County Flood Risk Assessment and Risk Reduction Tool (RARRT) is used to guide local mitigation program actions. Flood risk scores, mitigation priority scores and planning level mitigation techniques are used to identify properties for acquisition or in-place mitigation. Mitigation has been attempted on several properties with limited success.
Pineville- 7	Continue to limit future development in identified flood hazard areas and prohibit new critical facilities from being located with the 500-year floodplain as required in the Town’s flood damage prevention ordinance.	Town maintains Zoning and Subdivision Ordinances in partnership with Mecklenburg County to attain this goal.
Pineville- 8	Conduct cumulative impact analysis/studies for multiple development projects within the same watershed.	Staff continues to require extensive studies for development projects within watersheds.
Pineville- 9	In Progress: Continue to coordinate with CMEMO on an ongoing basis.	Continue to coordinate with CMEMO on an ongoing basis.
Pineville- 10	On an annual basis, coordinate with Charlotte-Mecklenburg Emergency Management on a widespread public outreach activity to provide information on all natural hazards facing the area to local residents, including methods for preventing damages from hazardous conditions and how to respond when an imminent hazard threatens.	Ongoing 2024 All Hazards Advisory Committee (AHAC) and Local Emergency Planning Committee (LEPC) meetings held on a quarterly basis: February 29, May 30, September 26, and November 21 (postponed due to Helene).
Pineville- 11	On an annual basis, coordinate with Charlotte-Mecklenburg Emergency Management to provide information on all natural hazards facing the area to local planning staff and elected officials. This should be combined with an annual progress report on the status of local mitigation actions as identified in the Multi-jurisdictional Hazard Mitigation Plan.	Ongoing 2024 All Hazards Advisory Committee (AHAC) and Local Emergency Planning Committee (LEPC) meetings held on a quarterly basis: February 29, May 30, September 26, and November 21 (postponed due to Helene).
Pineville- 12	Acquire safe sites for public facilities, including schools, police, and fire stations, etc.	Belle Johnston Community Center can function as a safe site and any other current or future public facilities that qualify.
Pineville- 13	Develop early warning system for hazard events.	In April 2021, Mecklenburg County in partnership with the Department of Homeland Security – Science and Technology Directorate implemented a real-time flood inundation mapping system utilizing real-time stream height data transmitted from low-cost flood sensors and USGS stream gauges. This effort complemented the existing early Flood Information & Notification System (FINS). The inundation mapping system is based on data developed from the H&H models, elevation certificate information and topography. The system provides real-time flood intelligence that can be shared with Emergency Management and other agencies to improve early flood warning, flood disaster response, and recovery.

		<p>In addition to a local USGS stream gauge, two flood sensors were installed in the town of Pineville to warn town staff when flood waters are threatening two of the town's critical facilities. Efforts are ongoing to provide flood forecasting and enhance early flood warning.</p>
Pineville-14	<p>Develop traffic response plan addressing how to deal with traffic in a commercial area for ingress/egress in the event of a disaster or emergency.</p>	<p>This goal was achieved. The Police Department has traffic control measures in place. The Town also re-aligned a traffic light for better and more efficient traffic flow.</p>



Department Update

PUBLIC WORKS

To: Town Council

From: Chip Hill

Date: December 1, 2024

Re: **Public Works Updates** 

Johnston Drive Alignment: Contractor scheduled to start on phase II on or around December 1 depending on weather. Contractor will start with installation of water line and then concrete work.

Lynnwood/Lakeview: Contractor has completed all repairs except for some cracks in the asphalt which can be repaired after the engineer determines the best way to make the corrections. Also, the replacement of approximately 5' of driveway and removal of rocks from yard, fine grade, seed and straw at 1702 Lakeview Drive will take place after the holidays.

Main Street Crosswalks: The utilities were marked by subconsultant, vertical locates were obtained and survey has been finalized. Town engineer shared a final survey with traffic subconsultant for their use in developing traffic signal plan and metal pole plans, with electrical and programming details. Team coordination continues. Town engineer is developing Civil Construction Plans (cover, site plan, pavement marking plan, traffic control plan, details, etc.) Municipal Agreement has been executed by Town which will also serve as encroachment agreement. NCDOT to finalize execution.

Sidewalks on S Polk: Due to weather the completion date of the project has fallen behind. The completion date has been pushed back to January 15th and the contractor is waiting approval on the flume plans and the construction of the drainage structures.

Huntley Glenn: Final punch list has been put together after walk through with Developer. Developer will be going through the site and making repairs. Looking for turnover, in late January or February. Dorman rode sidewalk is currently the biggest obstacle that remains.

Huntley Glenn Townhomes: The prefinal is complete. County is working with the developer to get the video needed and the as-builts completed.

Parkway Crossing: As-builts are being redone to accommodate the repairs that are going to be made with the storm drainage. The video was sent to LaBella and is awaiting approval.

Preston Park: Phase 1 as-builts are good, and the video is being reviewed. Town engineer is waiting to receive the NASSCO PACP certification.

McCullough: County met with the developer and now has a repair phasing plan for storm drainage system. Currently waiting for as-built approval and video submittal for repairs.

Miller Farm: Verified and confirmed that densities were taken on pipe install. The densities are good, and pipe install will continue. Proof rolls will be scheduled soon for curb.

Chadwick Park: Video has been approved. As-Builts are waiting to sign off by the Town. The County has approved them. The Town is expecting the prefinal walk the week of Dec 9th. Will finalize the dates this week.

*see attached spreadsheet of Easement Permits pending/issued

PERMITS ISSUED/PENDING
COMPANY
Fiscal Year 2025

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	Issued	PW20241011CAROLINALOGISTICS12026
AT&T/Ashley Northup	10901 Downs Rd	Canceled	
Charlotte Water/Samuel Yuhas	10496 Park Road	Issued	PW20241008PARKROAD10496
Charlotte Water/Samuel Yuhas	12031 Lancaster Hwy/Carolina Place	Issued	PW20241010LANCASTERHWY12031
AT&T/SourceOne/Rosita Villavicencio	12020 Carolina Logistics Drive	Issued	PW20241017CAROLINALOGISTICS12020
Spectrum/STS Cable Services/Tracey Kendall	11925 Carolina Logistics Drive	Issued	PW20241024CAROLINALOGISTICS11925



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: 12/4/2024

Re: Human Resources Monthly Report

Ryan,

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

New Hires:

Shi Cain, Parks & Rec, Programs/Events Coordinator
William S. Townsend, Part time Park Aide
Patrick Dugan, Part time Park Aide

Resignation/Termination:

none

Retirements:

Heather Creech, Parks & Rec, Dec 1, 2024

Transfers:

Daniel Cameron, from Police Trainee to 911 Telecommunicator

Promotions:

Assistant Town Manager, Christopher Tucker

Current Openings:

Police Officer: 3 openings for lateral hires, one accepted for December start
B.L.E.T. trainees, one is attending the B.L.E.T. Fall session, recruiting for January class start
911 Telecommunicator, 1 opening, accepting applications
Administrative Assistant - Police, completing interviews

Departmental Update:

Employee Appreciation and events:

The first round of submissions deemed eligible for “Caught in the Act” awards were recognized in the newsletter and awarded certificates and a lunch voucher. Several nominations were submitted for

this first round. Staff recognized their peers for going above and beyond or giving exemplary service to each other or the public.

The Holiday Party is Friday Dec 20 at 11:00 am at Spare Time Entertainment. There will be an employee contest for the ugliest sweater, lots of door prizes, arcade game play cards, party food, 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!*

Town departments are participating with PCS in collecting food donations for Pineville Neighbors Place. The department who collects the most weight by Dec 20th will be declared the winner of this year’s collection contest and be recognized at the Holiday party.

Holiday and longevity bonuses have been paid to employees, and a Holiday gift will be given to each employee Dec 12th.

Safety:

The Town has applied 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 two of our departments.

All recommended corrections to safety equipment or supplies resulting from the October inspections by our safety consultant and by our equipment vendor have been remedied. There were very few corrections needed this year.

Two minor incidents to report this month due to non-preventable normal police officer operations.

Recruiting:

We are still seeking experienced Police Officers, BLET police trainees, and one more 911 Telecommunicator when we have a trainer available again. All trainers are occupied with training the most recent hires. The Police Department is hiring to cover the long-term leave of absence of the Administrative Assistant. All other departments are fully staffed.

Compensation Study:

Work continues with Baker Tilly consultants who are completing a compensation study for the entire Town. The Baker Tilly team has collected managers’ and H.R. input, collected market survey data, and analyzed job descriptions, and has analyzed our pay plans. They have presented their findings and recommendations to leaders and to Council on November 25th. The recommended scenarios and options are being evaluated.



THIS COULD GET UGLY

Don't forget to wear your ugly sweaters
to the Holiday Party!

Friday December 20th | 11am - 2pm

PCS 10th Annual

HOLIDAY FOOD DRIVE

Accepting Donations
Until December 20th

NEW THIS YEAR!

DEPARTMENT DONATION RACE!

Each department has been given an employee donation bin.

The department with the most donations will win a Pizza Party!

Winning department will be announced at this years' Holiday Party
on December 22nd at Sparetime Entertainment!

ITEMS IN NEED OF:

- CEREALS (PREFER BASICS)
- OATMEAL
- CANNED CHICKEN & TUNA
- SUGAR & FLOUR
- PEANUT BUTTER & JELLY
- CRACKERS
- CONDIMENTS: MAYO, KETCHUP, MUSTARD
- FULL-SIZE TOILETRIES

PCS will still accept donations through December 31st
but all donations past the 20th will **not** count for the Department Donation Race.

THIS YEAR'S
OVERALL GOAL:

700+ lbs of Donations!

ALL DONATIONS GO TO

PINEVILLE
NEIGHBORS PLACE

Parks and Recreation Department Update

November

2024

We have 245 kids registered for our winter basketball season. We held drafts on Saturday, November 16th. We took 12 Seniors to the Southern Christmas Show on Wednesday, November 20th. Seniors enjoyed a morning breakfast and then shopped for Christmas goodies. Seniors also enjoyed a Health Fair on November 19th, we were lucky to have 18 vendors and 45 seniors participate. We wrapped up our adult basketball league in November. 8 teams competed in the Adult league. Sad month as our wonderful colleague Heather Creech retired after 30 years of service, she will be surely missed.



Parks and Recreation Department Update

November

2024

General Programming – Belle Johnston

Pickleball: Open Pickleball times Saturdays from 10:15am – 1pm. 45 participants

Karate: Wednesdays. 40 participants

Cookie Decorating Class – 11/17 – 12 participants

Preschool Open Gym – Wednesday AM – 40 participants

Sound Bath Meditation Class – Wednesday Evening - 9 participants

Paint Class – 11/18 – 11 participants

ASAP Pickleball – Monday afternoons – 9 participants

Senior Field Trip – Southern Christmas Show – 11/20 – 12 participants

National Candy Day – 11/4 – 75 participants

Pottery Workshop with Rick – 11/2 – 20 participants

Senior Health Fair – 11/19 – 18 vendors, 45 seniors

Family Bingo Night – 11/15 – 35 participants

Painting Class with Seniors – 20 participants

Game Day with Seniors – 11/25 - 24 participants

Lake Park

Tai Chi: Hold classes T/Th/Sat under the large shelter/stage. 65 participated

Boot Camp w/ Lia – M/W/F Am – 80

The Hut

Senior Fit – Senior Fit Monday – Thursday. 232 participants

Yoga – Monday/Thursday/Friday - 55 participants

Parks and Recreation Department Update

November

2024

Cardio Funk: Lem holds class on Tuesdays at 6:30pm. 18 participants

Athletics

Youth Athletics

Youth Basketball Tryouts – Saturday, November 16th

Adult Athletics

Adult Basketball finished up the season on November 7th. We crowned a new champion: Keep That Same Energy

Jack Hughes Tournaments/Special Events

No tournaments or events in November

Baseball Field Usage

Carolina Bulls finished their season in November on Field 4.

Multipurpose Field Usage

Nothing on field 3 in November

Rentals

The Hut: 2 Rentals

The BJCC Dining Room: 2 Rentals

The BJCC Gym: 0 rental

Large Shelter: 8 Rentals

Medium Shelter: 4 Rentals

Tot Lot at Lake Park: 1 Rentals

Shelter 1 at JH: 0 Rentals

Shelter 2 at JH: 1 Rentals

Parks and Recreation Department Update

November

2024

Shelter 3 at JH: 1 Rental

Social Media

Facebook

Post Reach: 5,642

New Page Likes: +4

Post Engagements: 660

Total Page Likes: 4,969

Total Page Followers: 6,156

Instagram

New Followers: +26

Total Followers: 2,962

Park Maintenance Update

Lake Park

Daily Park Check

Cut as needed

Seed and straw around playground

Hang lights around poles at lake

Decorate front of Belle

Hang lights medium shelter

Sprayed fire ants

Sprayed weeds common areas

Monthly Building inspections

New flowers at sign entrance

Hut

Cut as needed

Removed gas logs from fireplace

Monthly Building Inspection

Trash removal

Christmas decorations

Jack Hughes

Cut as needed

Monthly building inspections

Parks and Recreation Department Update

November

2024

Equipment maintenance as needed

Sprayed weeds common areas

Shop clean up

Bush hog overgrown field area near tower

Monthly vehicle inspections (New first aid kits)

Leaf removal as needed

Fire alarm inspection Stadium (FCS)

Dog Park

Removed limbs as needed

Welded and repaired entrance gates

Town Hall

Repaired irrigation valve

Daily check and trash removal

Rented lift sunbelt rental

Put up and decorated Christmas tree

Pineville Memorial

Irrigation shut down

Removed overflowing trash cans

Cemetery

Cut as needed

Limb and leaf removal

Meetings

Met with Pickleball court installers for estimates

Met with Fireplace insert installers for Hut

Finalized basketball goal installation



PINEVILLE POLICE DEPARTMENT

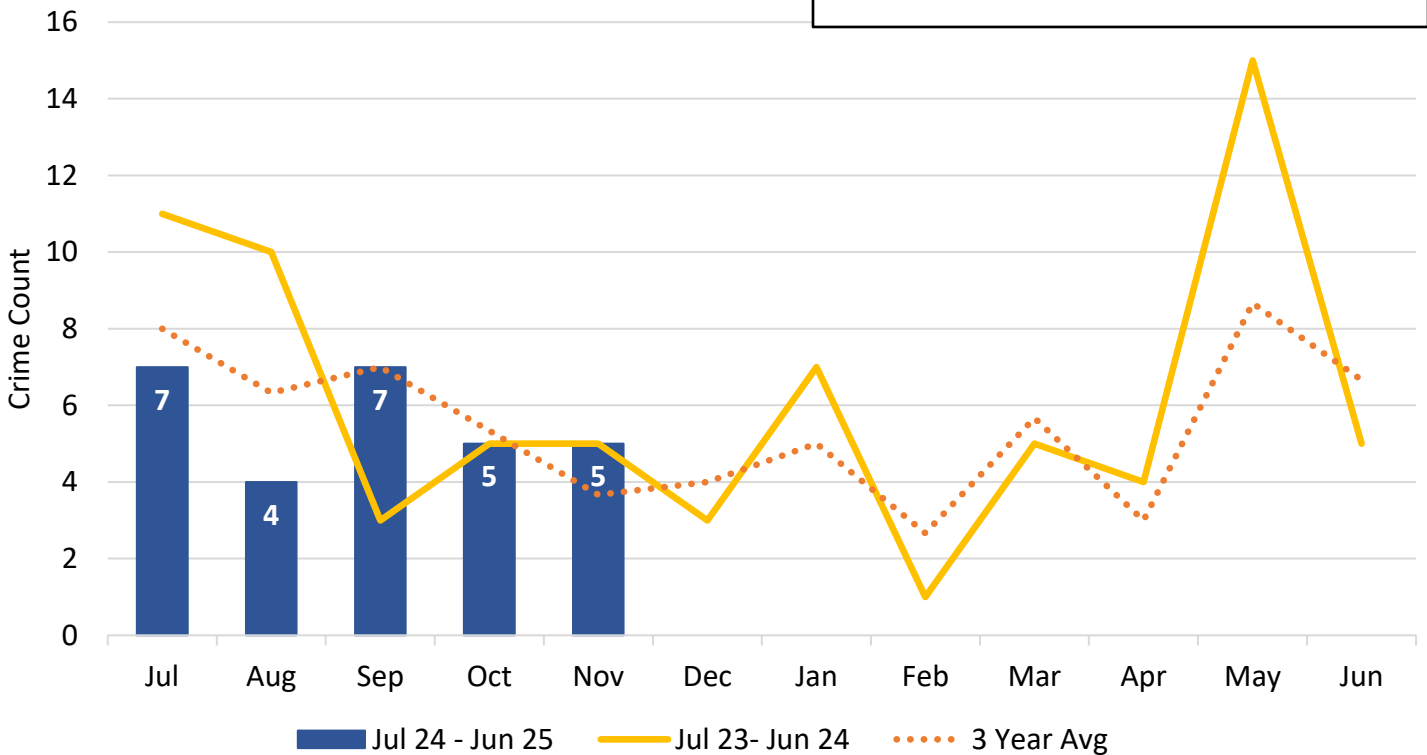
MONTHLY REPORT November 2024

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

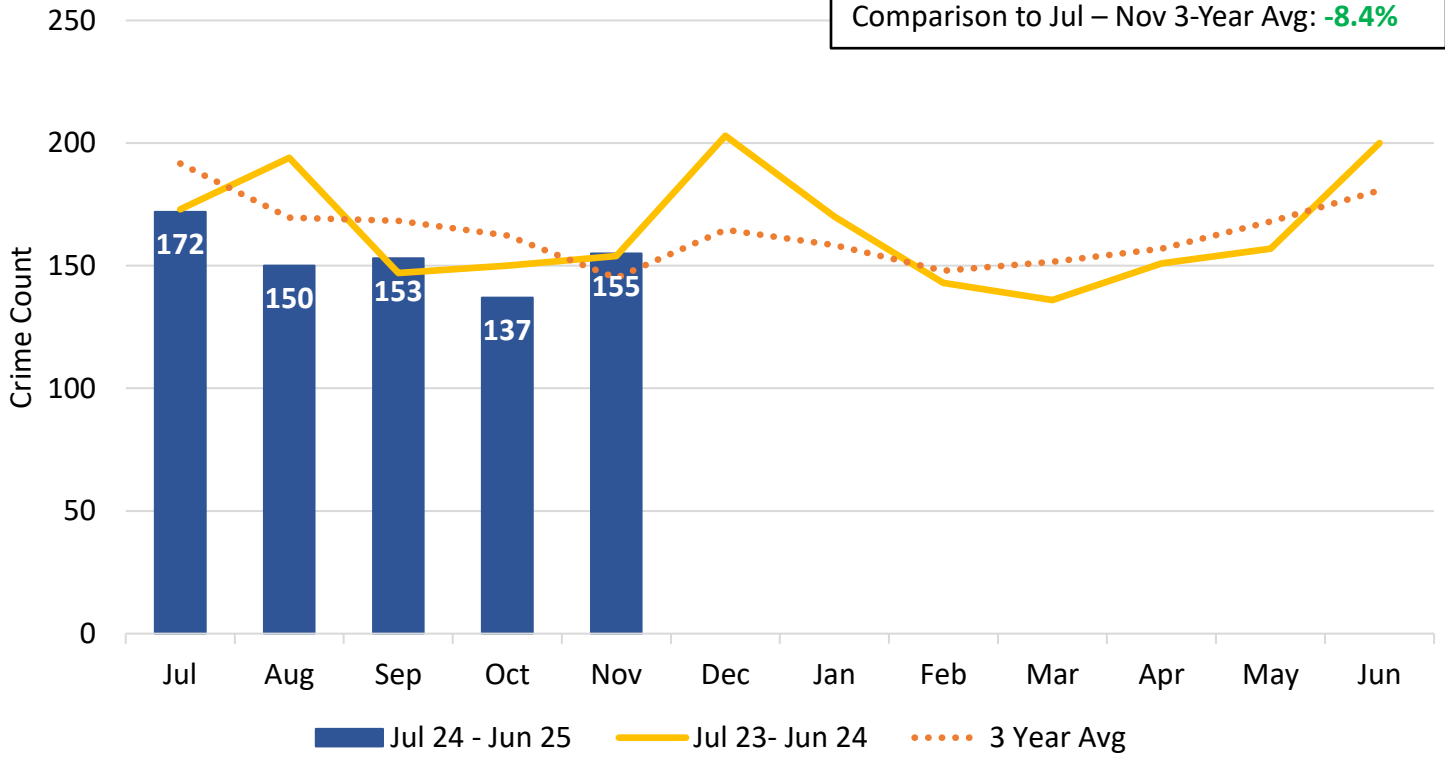
Comparison to Jul – Nov 23: **-17.6%**
Comparison to Jul – Nov 3-Year Avg: **-6.7%**



* data pulled from RMS; unfounded removed

Goal #1: Group A Crimes

Goal: -5%
Comparison to Jul – Nov 23: **-6.2%**
Comparison to Jul – Nov 3-Year Avg: **-8.4%**

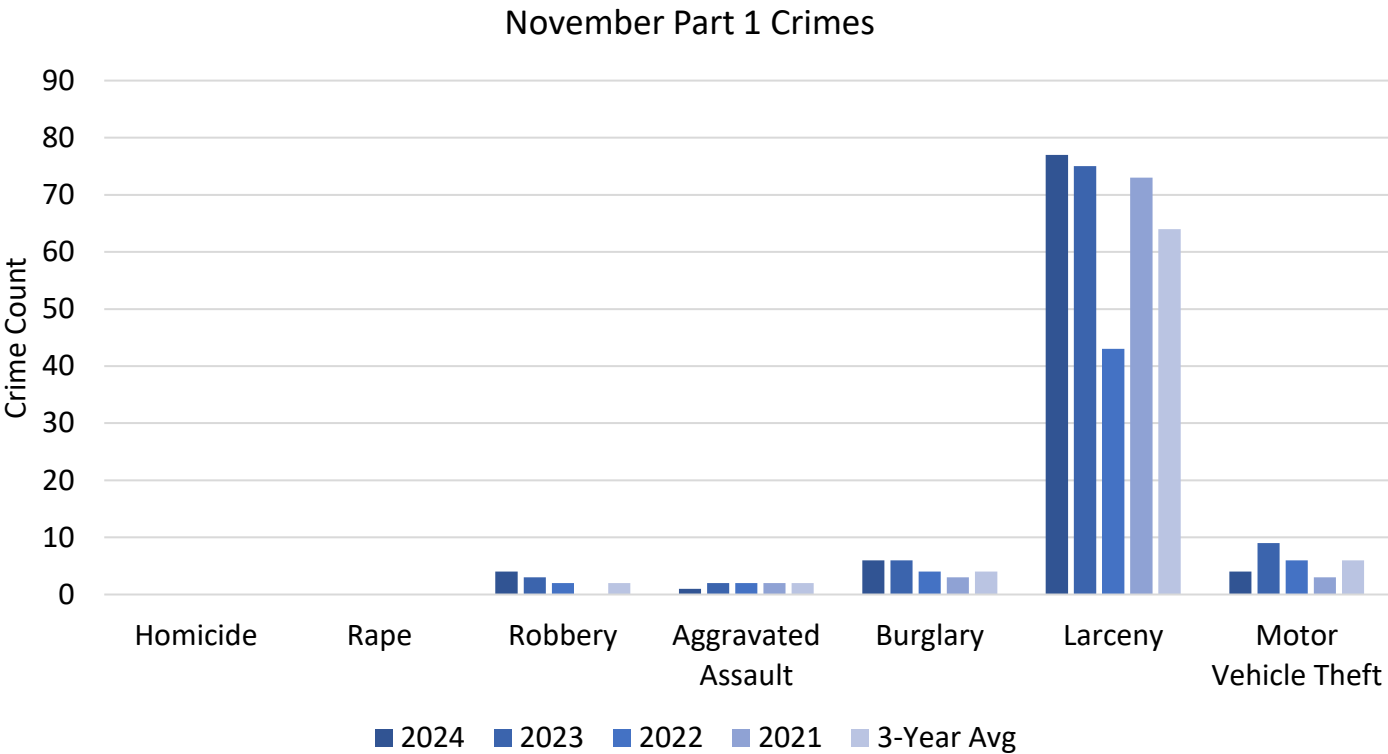


Monthly Crime Statistics

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

November Crime Statistics Part 1 Offenses						
	2024	2023	2022	2021	3-year average (2021-2023)	ETJ
Homicide	0	0	0	0	0	0
Rape	0	0	0	0	0	0
Robbery	4	3	2	0	2	1
Aggravated Assault	1	2	2	2	2	0
Burglary	6	6	4	3	4	0
Larceny	77	75	43	73	64	2
Motor Vehicle Theft	4	9	6	3	6	1

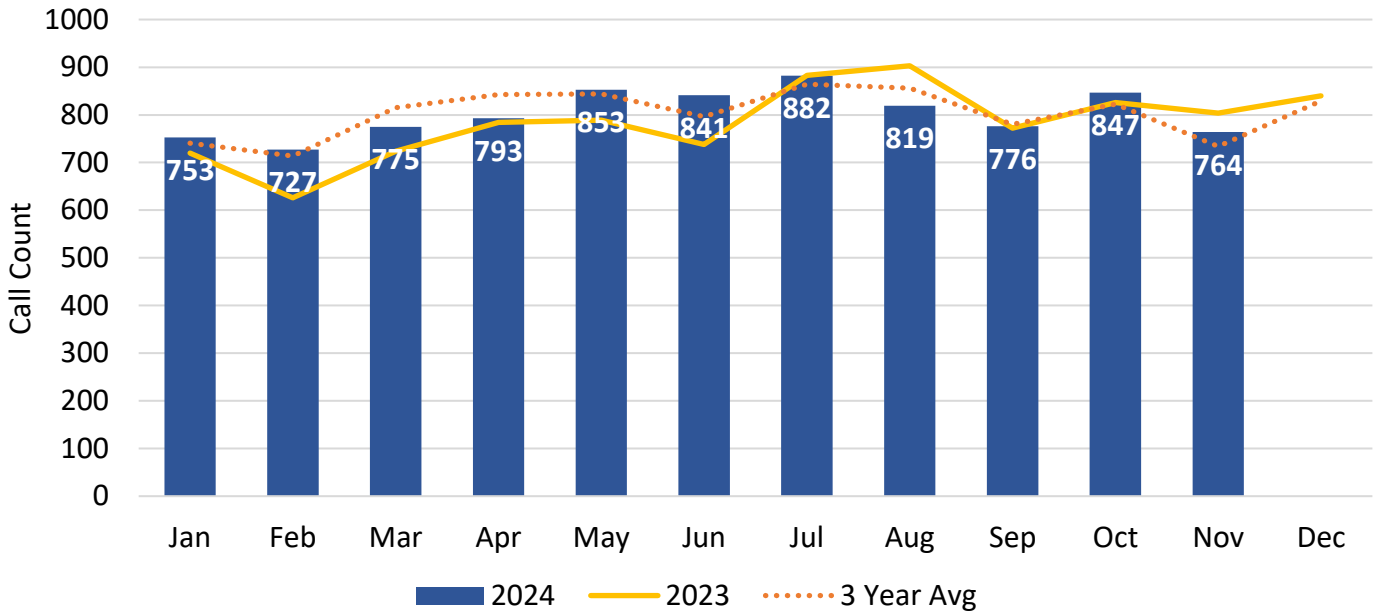
* ETJ statistics included in total number of offenses



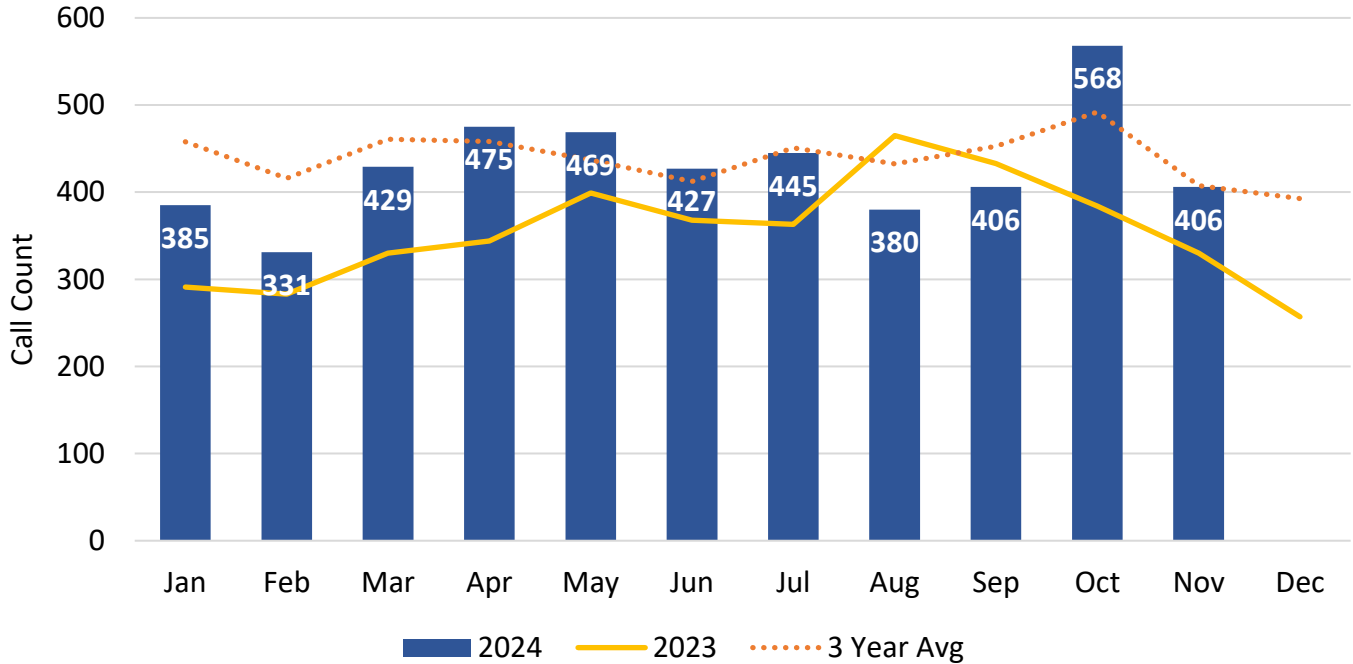
Calls for Service

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

November Traffic Enforcement

Traffic Enforcement Type and Dispositions

Enforcement	Count
Traffic Stop	176
Citation Issued	65
Warning	101
Report Taken	5

*Officer-generated traffic stops; unfounded removed

Locations of Traffic Enforcement

Street Name	Count
PINEVILLE-MATTHEWS RD	31
MAIN ST	30
POLK ST	17
CAROLINA PLACE PKY	13
PARK RD	13
LANCASTER HWY	8
ROCK HILL-PINEVILLE RD	6
LEITNER DR	5
LEE ST	5
JOHNSTON DR	4
CENTRUM PKY	4
JOHNSTON RD	4
CRANFORD DR	3
PARK CEDAR DR	3
MCMULLEN CREEK PKY	3
CHURCH ST	3
COLLEGE ST	2
DOVER ST	2
CHILDERS LN	2
DOWNS CIR	2
PINEVILLE RD	1
JACKS LN	1
DANBY RD	1
TREBARK DR	1
FRANKLIN ST	1
REID LN	1
DOWNS RD	1
BLUE HERON	1
TOWNE CENTRE BLVD	1
EDEN CIR	1
SABAL POINT DR	1
I-485 OUTER HWY	1

MORROW AVE	1
UNKNOWN	1
MARINE DR	1
MATTHEWS-MINT HILL RD	1
Grand Total	176

*based on location of stop in CAD

November Community Engagement

- Monthly safety inspection and drug drop box emptied
- Boy Scouts Tour at PD 11/4
- Citizens Academy 11/5
- Pineville Elementary Field Trip at the PD 11/7
- Awards Banquet for PD 11/8
- Citizens Academy 11/12
- November 13th – Car seats check w/CMPD
- Chamber of Commerce Meeting 11/13
- Neighborhood Meeting at Dorchester 11/13
- Citizens Academy 11/19
- Blood Drive 11/20
- C.I.T. Awards banquet/breakfast 11/20
- Walkabout 11/21
- Homeless outreach with Hearts for the Invisible 11/23
- Shop With a Cop Fund Raiser 11/27
- Town monthly safety meeting 11/27
- The Brook flyer re: recent arsons 11/27
- CEPTED at Dorchester
- Liaison with apartment complexes, hotels and HOA's

Department Update



To: Town Council

From: Travis Morgan

Date: 12/10/2024

Re: Town Planning Updates

PLANNING:

CODE ENFORCEMENT:

<p>Prohibited Parking: 404 main 11715 carolina place</p> <p>Grass: 117 olive 209 lowry 425 cranford 453 cranford 465 cranford 204 lowry</p> <p>ADU/Accessory Structures: 1005 cone 121 Olive</p> <p>Community Appearance/Junk Vehicle: 123 boatwright 1106 cone 408 fisher st 9925 park cedar 10701 copperfield 1001 cone 10860 park</p> <p>Improved Surfaces: 409 Johnston Dr 907 Lakeview Dr 810 cone</p>	<p>Trash Can: 1106 cone 1010 cone 1006 cone 12334 stratfield 12312 stratfield 12244 stratfield 12206 stratfield 12202 stratfield 12054 stratfield 11957 stratfield 12115 stratfield 12403 stratfield 10333 killogrin</p>	<p>Parking on the lawn: 301 park lake ct</p> <p>Temp Permit: 204 n polk</p> <p>Signs: 710 main 8500 P-M 10222 johnston rd 600 n polk 105 s polk</p>
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PINEVILLE COMMUNICATION SYSTEMS

INTERNET RESULTS FOR MONTH ENDING 11-30-2024

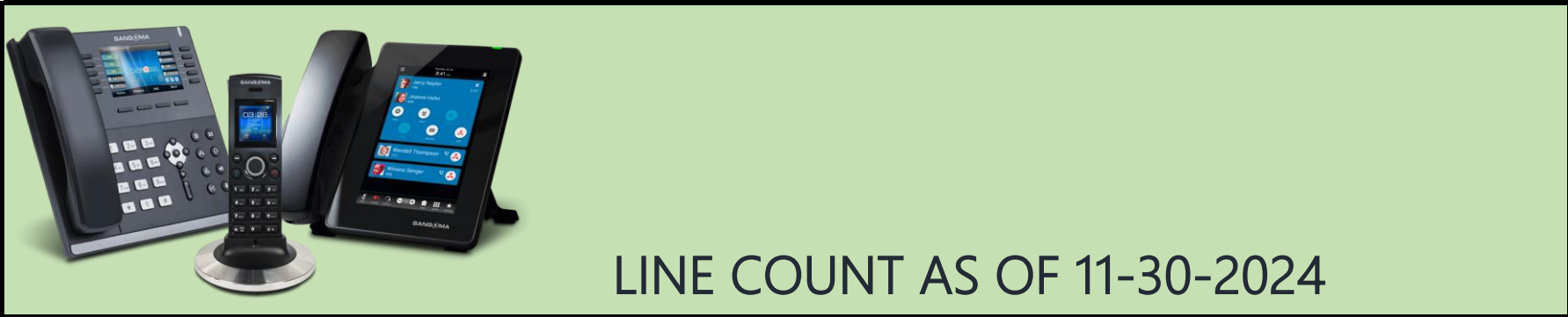
REVENUE AREA	MONTH ENDING 10-31-2024	INSTALLS SOLD AND COMPLETED IN OCT.	DISCONNECTS TAKEN AND EXECUTED IN OCT.	MONTH ENDING 10-31-2024	INSTALLS SOLD AND COMPLETED IN NOV.	DISCONNECTS TAKEN AND EXECUTED IN NOV.	MONTH ENDING 11-30-2024	SOLD IN NOV ON SCHEDULE FOR INSTALLATION AFTER BILLING OR IN DEC	TOTAL INTERNET FOR MONTH ENDING 11-30-2024	TOTAL AS OF 11-30-2024
ILEC	588	9	-1	593	9	-9	593		593	593
CLEC	638	10	-10	638	9	-10	637		637	637
TOTAL	1226	19	-11	1232	18	-19	1230	0	1230	1230



100M to 1 GIG SPEED OFFERING TAKE RATE TO DATE

INTERNET RESULTS FOR MONTH ENDING 11-30- 2024	Oct-24	Nov-24	SERVICE AREA	RES OR BUS	SPEED	NET GROWTH/LOSS FROM PREVIOUS MONTH	
	217	216	CLEC	BUS	300M		
	79	83	CLEC	BUS	600M	-9	
	207	204	CLEC	RES	1 GIG	-3	637
	7	7	CLEC	RES	100M	0	
	8	8	CLEC	BUS	1 GIG	0	
	3	3	CLEC	BUS	200M		
	3	3	CLEC	BUS	400M	0	
	33	33	ILEC	BUS	100M	0	
	5	5	ILEC	BUS	200M	0	
	8	8	ILEC	BUS	400M	0	
	25	25	ILEC	BUS	1 GIG	0	
	139	139	ILEC	RES	1 GIG	0	
	238	236	ILEC	RES	300M	-2	
	47	49	ILEC	RES	600M	2	
TOTAL	1019	1019				-12	
	1019						

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



LINE COUNT AS OF 11-30-2024

MONTH ENDING 11-30-2024	LINE COUNT MONTH ENDING 10-31-2024	LINE COUNT MONTH ENDING 11-30-2024	
BUS	36	36	
RES	86	86	
CLEC SUBTOTAL	122	122	
ILEC LINE COUNT	LINE COUNT MONTH ENDING 10-31-2024	LINE COUNT MONTH ENDING 10-31-2024	
BUS	306	288	-18
RES	103	102	-1
ILEC SUBTOTAL	409	390	-19
COMBINED LINE COUNT	531	512	-19

January

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 New Year's Holiday	2	3	4
5	6	7	8	9	10	11
12	13	14 Town Council 6:30 pm	15	16	17	18
19	20 Martin Luther King Jr's Birthday	21	22	23	24	25
26	27 Work Session 6:00 pm	28	29	30	31	