

**COUNCIL MEETING  
AGENDA**

**Pineville Meeting Hut  
Tuesday, March 10, 2020  
6:30 p.m.**



**PINEVILLE TOWN COUNCIL AGENDA  
6:30 P.M. - PINEVILLE HUT MEETING FACILITY  
TOWN OF PINEVILLE, NORTH CAROLINA  
TUESDAY, MARCH 10, 2020**

- 1) Call Meeting to Order:**
  - a) Pledge Allegiance to the Flag: (LG)**
  - b) Moment of Silence:**
- 2) Adoption of Agenda:**
- 3) Approval of the Minutes from the:** Council Meeting of February 11, 2020 and the Work Session of February 24, 2020.
- 4) Consent Agenda:** *a) Finance Report as of 02/29/2020, b) Resolution Declaring Surplus Items (3 houses); c) Tax Refunds (for current tax year 2019); and d) Proclamation for Census Awareness Month*
- 5) Public Comment:**
- 6) Public Hearing:**
  - A. US Development – (Ryan Spitzer) - Sale of Old Police Lot (INFORMATIONAL)**
- 7) Old Business:**
  - A. Kronos Time Management – (Ryan Spitzer) – Approve New Time Clock System (ACTION ITEM)**
  - B. Mill Memorial Proposal – (Ryan Spitzer) -- Approve General Design of Mill Memorial proposed by Bill Baskins (ACTION ITEM)**
- 8) New Business:**
  - A. Vote on US Development Contract – (Ryan Spitzer) Sale of Old Police Lot (ACTION ITEM).**
  - B. Discussion to Change Date of April Council Meeting – (Ryan Spitzer) Proposal to change the date of April Council Meeting from April 14<sup>th</sup> to April 7<sup>th</sup>, 2020 (ACTION ITEM).**
  - C. Discussion on ADP Services -- (Richard Dixon) Proposal for Payroll Services (ACTION ITEM).**
  - D. Staff Update:**
    - 1) Manager's Report**

## *2) Calendar of Events*

**9) Closed Session:** *Discussion of matters pursuant to NCGS 143-318.11(5), (Two Real Estate Items)*

**10) 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 Barbara Monticello, Clerk of Council, at 704-889-2291 or [bmonticello@pinevillenc.gov](mailto:bmonticello@pinevillenc.gov). Three days' notice is required.*

# **MINUTES**

**Of the**

**Town Council Regular &  
Closed Session Meetings of  
February 11, 2020 and  
the Council Work and  
Closed Session Meetings of  
February 24, 2020**



**MINUTES OF THE  
TOWN COUNCIL MEETING OF THE  
TOWN OF PINEVILLE, NORTH CAROLINA  
TUESDAY, February 11, 2020**

The Town Council of the Town of Pineville met in Regular Session February 11, 2020 at 6:30 p.m. at the Hut Meeting Facility in Pineville.

**ATTENDANCE**

Mayor: Jack Edwards  
Mayor Pro-Tem: Melissa Rogers Davis  
Council Members: Joe Maxim, Les Gladden, Amelia Stinson-Wesley  
Town Manager: Ryan Spitzer  
Planning & Zoning Director: Travis Morgan  
Finance Director: Richard Dixon  
Town Clerk: Barbara Monticello

**CALL TO ORDER**

Mayor Jack Edwards called the meeting to order at 6:28 p.m.

**PLEDGE OF ALLEGIANCE TO THE FLAG** Three boy scouts led the Pledge of Allegiance.

**MOMENT OF SILENCE**

Mayor Edwards asked for a moment of silence for Pineville's Town Historian, Joe Griffin, who recently passed. The Mayor also asked that we remember our troops, first responders, police, fire and our military men and women.

**ORDER OF BUSINESS:**

**Adoption of the Agenda:**

Council Member Amelia Stinson Wesley made a motion to adopt the agenda as is. Mayor Pro Tem Melissa Davis seconded the motion and there were ayes by all. Motion passed 4-0.

**Approval of the Minutes from the Council Work and Closed Session Meetings of December 16, 2019, the Council Meeting of January 14, 2020 and the Work and Closed Session Meetings of January 21, 2020.**

Mayor Pro Tem Melissa Davis noted changes that were needed on Pages 1 and 3 of the January 14, 2020 meeting. Council Member Les Gladden moved to approve the minutes with changes, seconded by Mayor Pro Tem Melissa Davis. There were ayes by all and the minutes were approved with changes.

**Consent Agenda:**

The Consent Agenda consisted of the following items: a) *Finance Report as of 1/31/2020.* b) *Approval of Annual Audit Contract;* c) *Tax Refunds.* Mayor Pro Tem Melissa Davis made a motion to accept the agenda with Council Member Amelia Stinson Wesley seconding the motion. There were ayes by all and the motion passed 4-0.

**PUBLIC COMMENT:**

**John Garrett** Mr. Garrett introduced himself and stated that cyber security is his normal line of work. He noted that our Police Department ran WAP which is very old and easy to hack. He reached out to our IT vendor and then stated that

they were not giving us the service we need and that we were wasting our money using them. He just wanted us to be aware that our system could easily be hacked.

**John Holobinko** of the Chamber of Commerce advised Council of two upcoming lunch and learn seminars, on February 18<sup>th</sup> and 27<sup>th</sup>. Advanced Auto of Pineville is having a Grand Opening on February 20, 2020. Atrium Hospital is sponsoring a Women's Service Event in March and they are looking for space for a tent. He noted that there was no newsletter for Pineville businesses and asked that the town consider working on a newsletter for them.

**Chris Brown** – a new resident of Pineville commented on the trash cans along the streets in downtown and at the ballfields but wanted to know if anyone considered putting recycle bins there as well? He also stated he was aghast at the trees that were cut down for redevelopment wondered if the town had any interest in tree protection to prevent that from happening again? The Mayor asked him to leave his contact information with the clerk so someone in Zoning could contact him.

**Jane Shutt** – Jane Shutt of Pineville Neighbors Place reminded the group of their Friend Raisers Dinner on March 5<sup>th</sup>. Pineville United Methodist Church will sponsor the event and the proceeds will support their organization. The past month, Pineville Neighbors helped 133 people in January with over \$10,000 in rent and utility bills. They have also received two large grants from Ingersoll Rand as well as a large breakfast donation. Jane thanked Livable Meck for their help, as well as that of the community.

**Presentation by Mecklenburg County** – Mecklenburg County Manager, Dena Diorio, thanked the town for making Troy Fultz the town's representative for the 2020 Census, stating that he was doing an awesome job in that role. Ms. Diorio reminded Council of the Community Budget Meeting being held on Thursday, February 26<sup>th</sup> at 6 p.m. at the Matthews Sportsplex and advised that input from communities was welcome. She noted that her associates, Rebecca Herbert and Ebenezer Gujjarlapudi were also in attendance. Ms. Herbert gave an update on the Livable Meck initiative which started back in 2012. She noted that the Quality of life plans included 140 partners that were impacting the community. The information gathered at the Voices of the Community presentations are used to develop future plans. Ms. Herbert provided examples of some of the good that has come out of the program, highlighting that sixteen partners are now Mental Health Certified to help those in need.

Mayor Edwards stated that Pineville had just started a new Chamber and asked how they could partner with the county in this program. Ms. Herbert responded that the county held lunch and learn sessions and that they, or anyone else, could go to any program to participate. Council thanked the group for providing an update on the Livable Meck program.

#### **OLD BUSINESS:**

**A. Performance Management Contract** – (*Ryan Spitzer*). Town Manager, Ryan Spitzer, stated that Council had discussed and agreed to go with EmPerform, a software program to manage evaluations for employees. It contains a mix of goals and core competencies, which are tied to merit increases. The contract is for three years at a cost of \$9,900 for the first year, \$4000 for years two and three.

Council Member Les Gladden asked if employees will have access to their files. Manager Spitzer said employees would be able to access the system as it will have two separate log-ins – one for employees and one for department heads. Department Heads would be able to enter notes periodically as would employees. Council Member Joe Maxim asked if this system would make it so that Department Heads would talk with each employee more frequently. Manager Spitzer replied that it would. He had spoken with EmPerform about modifying their program for our Police Department.

Mayor Pro Tem Melissa Davis asked if it will include the Town Manager's performance evaluation. Manager Spitzer replied that it could, if council wanted it to do so. It will also offer 360 degree reviews moving forward.

Council Member Les Gladden made a motion to accept the new program and Council Member Joe Maxim seconded the motion. There were ayes by all and the motion passed.

- B. Annual Appointments** – Appointments to the Planning Board and Board of Adjustment were held over from January to give people more time to apply if they hadn't done so already. There were four applicants that had put in for a spot on either of the boards. Council Member Amelia Stinson Wesley nominated Kevin Kendrick for the Planning Board position and Mayor Pro Tem Melissa Davis seconded the nomination. There were ayes by all and the nomination passed.

Council Member Les Gladden nominated Jeff King for a regular seat on the Board of Adjustment and an alternate for the Planning Board. Mayor Pro Tem Melissa Davis seconded the nomination, there were ayes by all and the nomination passed.

Council Member Joe Maxim did not see any reason why the other two couldn't also participate on the boards. He then moved to nominate Randy Smith as alternate on the Planning Board and Bill Ryan as alternate on the Board of Adjustments. Council Member Les Gladden seconded the nomination and it passed 4-0.

Council Member Joe Maxim stated we should continue to engage as many people as possible for volunteers on all boards.

#### **NEW BUSINESS:**

- A. Presentation by Bill (Al) Baskins** – Mr. Baskins thanked Council for the opportunity to speak. Mr. Baskins grew up in Pineville and had great respect for anyone that worked at Cone Mill. He wanted to pay tribute to those who worked there over the years and had visited Town Hall to see the plaque that was dedicated to those workers. He would like to see a monument to the mill and presented pictures of his idea for a monument. At the conclusion of his presentation Council Member Amelia Stinson Wesley thanked Mr. Baskins for keeping this part of their heritage alive.

- B. ADA Compliant Playground** – Parks and Recreation Director, Kristy Detwiler, stated funds were budgeted for an inclusive playground to be ADA compliant. Three final designs have been presented to the Park Board and one was chosen. Renderings of the one chosen were included in the Council Packet along with a proposed layout.

Council Member Joe Maxim asked if the swing was in the same vein as the other swing we had, to which Ms. Detwiler replied that it was. She also noted there would be a 55-foot zip line that was part of the design of the new playground as well. The zip line had been repositioned to a better place and the new layout is better than what was originally proposed. She added that they may relocate the swing and have not decided on the location at this time.

Mayor Pro Tem Melissa Davis stated she was excited about the new playground and advised that she would like to see the dinosaur remain. She asked when the start of the construction was planned. Ms. Detwiler stated that delivery of equipment would take about four to six weeks and based on that, they had anticipated an early summer opening date.

Council Member Les Gladden made a motion to approve the contract for the new ADA Compliant playground. Mayor Pro Tem Melissa Davis seconded the motion and there were ayes by all.

- C. Urban Archery** – Town Manager, Ryan Spitzer, stated that the property on which people could hunt on during the extended Urban Archery season was dwindling each year. There was only one privately owned piece of property left within the Town of Pineville that could be hunted on and only with written permission. There were several calls from people outside of Pineville that wanted to do it but when they were told they needed to get the owner's permission, no one signed up because they were not comfortable seeking permission to hunt on someone's property that they did not know. Council Member Joe Maxim moved not to renew Urban Archery in town, with Council Member Les Gladden seconding the motion. Motion passed 4-0.

Council Member Amelia Stinson Wesley commented to the audience on being elected to Council and chosen as their public servant, stating her thanks to all. She is currently conducting on-boarding with the town and she

provided an update on her actions since her election. She sent extended thanks to the fire and police departments for dealing with sensitive issues, as well as the poor weather conditions last week.

H. **Staff Update** – Town Manager, Ryan Spitzer, provided an update to Council on the following items:

- Demolition of the Mill has started and was expected to be completed by April 30<sup>th</sup>.
- A tornado touched down last week at the Industrial Park off of Industrial Drive. A lot of trees were downed and town was working to clean up the area.
- On Deck asked to use Jack Hughes fields and the PCAA fields to get them through until their facilities are repaired.
- Concrete at the park will be completed soon. They are sloping earth away from the sidewalks.
- There will be a Town Work Session February 24<sup>th</sup> at 6 p.m.

Council took a break at 7:43 p.m. before going in to Closed Session.

**CLOSED SESSION:** At 8:00 p.m. a motion was made by Mayor Pro Melissa Davis, seconded by Council Member Les Gladden to enter Closed Session. An ongoing real estate item was discussed at length and a new real estate item as well. A motion was made by Council Member Joe Maxim, seconded by Council Member Les Gladden to exit the Closed Session at 9:50 p.m.

**ADJOURNMENT:** At 9:51 p.m. Council Member Amelia Stinson-Wesley motioned to adjourn with Council Member Joe Maxim seconding the motion. There were ayes by all and the meeting adjourned at 9:50 p.m.

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Mayor Jack Edwards

ATTEST: \_\_\_\_\_  
Barbara Monticello, Town Clerk





**MINUTES OF THE  
TOWN COUNCIL WORK SESSION OF  
Monday 2/24/2020 · 6:00 P.M.  
Pineville Telecommunications Bldg.  
118 College Street, Pineville, NC**

The Town Council of the Town of Pineville, NC, met in a Work Session on Monday February 24, 2020 @ 6:00 p.m. at the Telephone Building located at 118 College St. in Pineville NC.

**ATTENDANCE**

Mayor: Jack Edwards  
Mayor Pro-Tem: Melissa Davis  
Council Members: Amelia Stinson Wesley, Les Gladden and Joe Maxim  
Town Manager: Ryan Spitzer  
Town Clerk: Barbara Monticello  
Finance Director: Richard Dixon  
Planning & Zoning Director: Travis Morgan

**CALL TO ORDER**

Mayor Jack Edwards called the meeting to order at 6:01 p.m.

**DISCUSSION ITEMS:**

- A. Industrial Warehouse by Beacon Partners** – *(Travis Morgan)* Planning Director, Travis Morgan, stated that a warehouse project was being proposed on Nations Ford Road and Downs Road, comprised of the Harley and Miller properties, totaling about 250-270 acres. There are a total of five parcels all zoned GI, along with seven residential properties that Mr. Morgan would like to see absorbed into the project. He added that the development would need the usual NCDOT approval, a traffic study and a new connector road. It was going before council because of the size of the project. To give more details on the project, Mr. Morgan introduced Jon Morris, a senior partner with over 25 years of employment with Beacon Properties, the developer of the project.

Mr. Morris stated the center would be called Empire Distribution Center, a high-end employment center that would be similar in architectural style to the development on the old fairgrounds that was known as Centrolina Metro. The intention was to build a project that both Beacon Partners and Pineville could be proud of. He added that John Core, also with Beacon Partners, was steering the development of the center as Project Manager.

Mayor Pro Tem, Melissa Davis, asked Beacon Partners if they had approached the residential areas next to the development. Mr. Morris responded that they were in conversations with all seven of the residential properties. Mr. Morgan stated he would like to keep Downs Road and Nations Ford Road at its current service level and to minimize turns; this will require new roads. A new road network is paramount to this project. Curb cuts need to be accurate and use of connector road should align with the existing streets to create a four-way regular intersection.

Andrew Eagle, traffic engineer for the project, stated that the scoping document was submitted to town and NCDOT – they have 10 days to review and give their feedback.

Council Member Les Gladden stated that Beacon Partners should look forward to massive road improvements as there was a lot more work to be done on the roads; they will need a lot of improvements and as for a future ROW, they would have to have at least 60 feet.

Mr. Morgan reiterated that it would be wise to absorb the pocket of residential homes into the plan as it would be difficult to do a project of this size and having to carve out areas to work around the residential homes. John Morris stated that if they acquired the residential properties, the configuration of the buildings may change in some way but probably not by much.

Travis said a connector road going in at the southern portion should be planned for even if it isn't used at this time as it may be needed later. An even better solution would be to have a T intersection by Eagleton Downs, align with existing roads and using transition points or using natural breaks, such as the creek is preferred. Additionally, there is an unallocated parcel of land, about 65 acres, that needs to be clear on the plan as to what that parcel may be used for.

Council Member Les Gladden asked if there were any architectural standards that apply to the Industrial District. Mr. Morgan responded that there were just some minor ones – normal things such as sidewalks, etc., but the requirements were more relaxed for the Industrial areas.

Peter Kidwell, also part of the project, stated that of the seven residential properties, three had contracts on them, two of them had letters of intent out on them with negotiations continuing on the last two residential parcels. He agreed that the road should be connected by Eagleton Downs. Jon Morris agreed it was the perfect spot for a full intersection but noted there was a swim buffer located there and that it was not looked upon as being a wise move by Army Corps of Engineers, to disturb that buffer. They frown upon doing that.

Mr. Morgan stated that the DOT would require more traffic and street improvements. He recommended they get the road network/improvements done first and other things will follow. He also suggested they take a look at doing this project in phases. John Core, also with Beacon Partners, said the Connector Road would be built by the time the first C/O is issued. Jon Morris added they would probably build in three phases – it may be three to ten years depending on the economy.

Council Member Les Gladden asked if there was a sundown clause. Mr. Morgan replied that there was a certain amount of time before the Conditional Use ran out and the project would have to be re-presented to Council.

Council Member Joe Maxim was trying to narrow down the types of things that would go on this site, wondering if it would truly be high-end companies or something like rock crushing. Mr. Morris stated that they would put a note on the site plan that the parcel will have to go before Council before a tenant is chosen. Council Member Maxim also asked if they were targeting a specific group of industries? Mr. Morris stated that tile/granite companies, pallet companies, NAPA, paper stores, were all clients they've had in their warehouses and would typically be the types of businesses they would get for this project.

Council Member Amelia Stinson Wesley asked if these companies all employed the same amount of people. Mr. Morris said it was difficult to pinpoint and that it could be different. Wages for these employees could range from \$12.00 an hour to \$100,000 per year for executives. Council Member Les Gladden commented on one of the businesses near Jimmy Harley's house that produces a lot of dust and dirt and mentioned that warehouses could produce dirt and dust as well. Jon Morris stated that was not what they wanted.

Mr. Morgan suggested next steps such as a couple more Work Sessions to continue to iron out details; obtain more feedback from the board, set framework and building placements and then do a more in-depth look at the traffic. Council Member Gladden added that they needed to work on the entrances and exits and the impact on the existing road network.

John Core asked for comments from the town after DOT reviews the scoping document and Jon Morris asked for clarification on the connector street at south end. Mr. Morgan stated that when we get the traffic study information back, it may tell us more as to whether the road is needed or not. Council Member Gladden added that the main concern was to get the road issues ironed out, including making a true intersection and a lot will depend on whether the other parcel gets acquired. He also wanted to be sure no manufacturing was allowed on the property. Mr. Morgan stated that some light manufacturing was allowed but no Class II is allowed. Mr. Gladden wanted to be sure any manufacturing that generated noise be restricted from operating there.

- B. New Town Hall/Library:** Mr. Spitzer introduced Brent Green of Creech and Associates who was present to give an update on the new Town Hall and Library. Mr. Green noted that one update to the project included a six-foot ROW which pushed the building back from the street a little more. Police Officer, Bill Wright, commented on closing the Police Department's road to make room for the new Town Hall. He was concerned about traffic on NC51, especially during the rush hours. Council Member Les Gladden asked if parking for the new building met the count. Planning and Zoning Director, Travis Morgan, stated he wasn't sure of the exact count but it was close.

Mr. Green reviewed the outside elevations and inside floor plan with Council after tweaking the last version that was presented. Council Member Amelia Stinson Wesley asked about the size of the Chambers in the new Town Hall. Mr. Green advised that it will accommodate 100 people and was 40' by 40' in size. Council Member Les Gladden asked if the Library was good with the square footage allotted to them to which Town Manager Ryan Spitzer confirmed that the library was good with the size. After going through the building elevations and layout, the floor was turned over to our Contractor, Ediface, to go over the costs associated with the project.

Mike Carlisto and Matt Coffee of Ediface, our At Risk Construction advisors, went through the costs of the building. The budget for this project was \$11,500,000 2 years ago. The building footprint was scaled back to save about one million dollars and they still had about thirty-five to forty items that the town could review to decide what to keep and what to get rid of. Council Member Joe Maxim requested an itemized list of those things that could be reviewed by Council.

Mr. Spitzer stated that the town and county were still working on a Memorandum of Understanding for the Library building. He stated it would cost about three and a half million dollars to move the Telephone Department and their equipment to the new building and Council would need to make the decision if Telephone moves or not, sooner rather than later.

- C. Downtown Speeding:** (*Lt. Toby Calhoun/Sgt. William Wright*) Lt. Calhoun stated that our Main Street was different from others because NC 51 being a state road, has limitations on how the town can enforce the laws. He proposed an effort to pay officers to come in to do strictly traffic enforcement. The objective was to slow people down on Main Street. They've never been able to solve the problem totally so they were proposing larger, more permanent signs to alert speeders to slow down. Lt. Calhoun would like to see people slow down to 25-27 miles per hour between Church Street and the railroad tracks. He would like the signs to be located by the train tracks and bigger, suggesting a 49" X 2.8.5" size, along with moving the pedestrian crosswalk, but Mr. Morgan reminded Council that because of Norfolk Southern Railroad and the DOT, moving the crosswalk there would not be allowed.

Lt. Calhoun also recommended lowering the speed limit throughout Old Town – he recommended changing the speed limit, especially on Lake View Drive, where people tend to speed on the long stretch of road. Mayor Pro Tem Melissa Davis asked Lt. Calhoun if he had talked with other towns to see if the signs were beneficial for them. Lt. Calhoun responded that he had spoken to several others who believe they are beneficial.

Mayor Pro Tem Melissa Davis asked if we wanted to do this because we needed it or because we wanted it and wanted to know if grant money was available for this project. She stated if there was grant money available, we should be utilizing those funds. Lt. Calhoun indicated that grant money was available for a project like this but stated the force was still short four employees on patrol duty.

Council Member Les Gladden asked Lt. Calhoun if he had thought about making a list of places like Federal Express, etc. to visit and discuss this with them. Lt. Calhoun replied that he had a list going right now. Sgt. Bill Wright added that the signs were helping and enforcement was helping as well.

Town Manager Spitzer also stated that the town could put radar signs wherever it wanted them. Additional information was handed out by the officers, spelling out their proposal, as well as showing a breakdown of the number of vehicles and average speeds of motorists on NC51 in the downtown area.

At 8:57 p.m., Mayor Edwards called for a ten-minute break before moving into Closed Session.

**Closed Session:** A motion was made and seconded to move into the Closed Session at 9:05 p.m. A new real estate item was discussed in detail.

**Open Session:** At 10:15 p.m. Mayor Pro Tem Melissa Davis moved to come out of Closed Session and move back into Open Session. Council Member Amelia Stinson-Wesley seconded the motion and Council entered Open Session. A discussion regarding the Centralina Council of Government took place including the benefits of being a member and the cost of membership. Manager Spitzer stated that they did more regional type planning. Mayor Edwards added that we would get a lot more benefit from the membership if someone attended the meetings. It has to be an elected official, not just anyone. Council Member Amelia Stinson-Wesley stated she would attend the meetings and monitor it for six months to evaluate the benefits of the membership. Mayor Edwards will serve as backup. The clerk was ordered to get her a schedule of meeting dates and to notify COG that she will be the town's representative.

**ADJOURNMENT:** At 10:20 p.m. Council Member Les Gladden moved to adjourn the meeting with Council Member Amelia Stinson-Wesley seconding the motion. There were ayes by all and the meeting concluded.

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Jack Edwards, Mayor

**ATTEST:**

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Barbara Monticello, Town Clerk

# CONSENT AGENDA ITEMS

- a) Finance Report as of 02/29/2020*
- b) Resolution Declaring Surplus*
- c) Tax Refunds*
- d) Proclamation for Census  
Awareness Month*

Town of Pineville  
Budget vs. Actual  
2/29/2020

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Property Tax	\$ 8,166,295	\$ 8,237,872	100.88%
Prepared Food Tax	675,000	373,729	55.37%
Room Occupancy	610,000	340,125	55.76%
Franchise Tax	900,000	546,533	60.73%
Sales Tax	1,400,000	907,768	64.84%
Storm Water	405,000	217,040	53.59%
Powell Bill	180,000	208,401	115.78%
Other	1,179,815	1,053,160	89.26%
Sale of Fixed Asset	3,500,000	-	0.00%
Appropriated F/B - Restricted Police	205,000	205,000	100.00%
Appropriated F/B Cultural and Tourism	88,185	88,185	100.00%
Total	\$ 17,309,295	\$ 12,177,813	70.35%
<b>Expenditures</b>			
Governing Board	\$ 121,500	\$ 169,668	139.64%
Administration	5,550,835	782,395	14.10%
Human Resources	201,083	111,851	55.62%
Zoning	368,222	194,453	52.81%
Police	5,268,789	3,271,815	62.10%
Fire	1,034,100	651,918	63.04%
Public Works	771,215	475,287	61.63%
Storm Water	431,375	174,633	40.48%
Powell Bill	892,413	117,766	13.20%
Sanitation	600,000	335,712	55.95%
Recreation	592,578	352,482	59.48%
Cultural/Tourism	1,373,185	873,360	63.60%
Cemetery	4,000	-	0.00%
Contingency	100,000	-	0.00%
Total	\$ 17,309,295	\$ 7,511,339	43.39%

**Town Of Pineville**  
**Johnston Road Realignment**  
**2/20/20**

	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>Total Project</b>	<b>Project Budget</b>
<b><u>Road Realignment Revenue</u></b>						
DOT grant	-	-	-		1,175,000	1,175,000
Transfer from Fund Balance					2,492,000	2,492,000
<b>Total Road Realignment Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>3,667,000</b>	<b>3,667,000</b>
<b><u>Road Realignment Expense</u></b>						
Land/Building	-	731,228	6,586	-	737,814	750,000
Engineering	-	74,089	47,278	56,771	178,138	307,000
Construction	-	-	-	-	-	2,610,000
<b>Total Road Realignment Expense</b>	<b>-</b>	<b>805,317</b>	<b>53,863</b>	<b>53,863</b>	<b>915,951</b>	<b>3,667,000</b>

Town of Pineville  
Electric  
2/29/2020

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Electric	14,438,143	9,533,061	66.03%
Expenditures			
Administration & Billing Support	488,739	340,613	69.69%
Purchased electricity	8,863,296	5,454,462	61.54%
Operations and Maintenance	5,086,108	1,132,816	22.27%
Total	<u>14,438,143</u>	<u>6,927,891</u>	<u>47.98%</u>



Town of Pineville  
ILEC Telephone Fund  
2/29/2020

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Revenues	1,464,345	994,267	67.90%
Telephone Reserves	1,210,450	1,210,450	100.00%
<b>Total Revenue</b>	<u>2,674,795</u>	<u>2,204,717</u>	<b>82.43%</b>
<b>Expenditures</b>			
Operating Transfer Out	357,749	357,749	100.00%
Operating Expenses	1,266,996	764,278	60.32%
Plant under Construction	<u>1,050,050</u>	<u>126,414</u>	<u>12.04%</u>
<b>Total</b>	<u>2,674,795</u>	<u>1,248,441</u>	<b>46.67%</b>

Town of Pineville  
CLEC Telephone Fund  
2/29/2020

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Revenue	1,033,604	778,636	75.33%
Transfer from ILEC	357,749	357,749	100.00%
<b>Total</b>	<u>1,391,353</u>	<u>1,136,385</u>	<u>81.67%</u>
<b>Expenditures</b>			
Operating Expenses	1,255,953	893,590	71.15%
Plant under Construction	<u>135,400</u>	<u>6,659</u>	<u>4.92%</u>
<b>Total</b>	<u>1,391,353</u>	<u>900,248</u>	<u>64.70%</u>



**RESOLUTION NO. 2020-01**

**RESOLUTION OF THE TOWN OF PINEVILLE, NORTH  
CAROLINA DECLARING SURPLUS ITEMS FOR  
DISPOSAL VIA DONATION OR RECYCLE**

**WHEREAS**, G.S 160A-265 authorizes the Town Council to dispose of surplus property and G. S. 160A-270 (c) authorizes the disposal of surplus property; and

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

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

Adopted this \_\_\_\_\_ day of March, 2020.

SEAL:

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

ATTEST:

\_\_\_\_\_  
Barbara Monticello, Town Clerk

## EXHIBIT "A"

### Surplus Property for Donation, Recycling, Destruction, or Sale

#### Surplus Items

QTY	DEPT	LOC	DESCRIPTION	How Disposed Of	Effective Date
1	ADMIN	306 Dover St. Parcel ID# 22102117	Contents of home such as: cabinets, fixtures, wood, flooring, doors, and other items that may be removed prior to controlled burn/destruction of home	Via electronic request made to Town Clerk. See notes below.	3/10/20
1	ADMIN	306 Dover St. Parcel ID# 22102117	Contents of home such as: cabinets, fixtures, wood, flooring, doors, and other items that may be removed prior to controlled burn/destruction of home	Via electronic request made to Town Clerk. See notes below.	3/10/20
1	ADMIN	207 Johnston Drive Parcel ID# 22106426	Contents of home such as: cabinets, fixtures, wood, flooring, doors, and other items that may be removed prior to controlled burn/destruction of home	Via electronic request made to Town Clerk. See notes below.	3/10/20

**NOTE:** Residents have requested items from the two homes on Dover St. that the town owns and the white house on Johnston Dr. that previously housed the Oo-Wee BBQ Restaurant prior to the destruction of these properties.

Requests for items should be in the form of an email to the Town Clerk specifying the items desired by March 23, 2020. All items need to be removed no later than the close of business day on April 3, 2020.



**Memorandum:**

**Date:** March 3, 2020  
**To:** Mayor Edwards and Town Council  
**From:** Finance Department  
**Re:** Tax Refund

**Please approve the following tax refunds during the March 2020 council meeting. Total refund due \$21699.91.**

**Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

PINEVILLE Refunds

Tax Year	Bill Number	Source Type	Adj. #	Adj. Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund Address Line 2	City	State	Zip	Refund Amount (\$)	MECKLENBURG Portion Refund (\$)	Police Refund (\$)	Fire District	Fire Refund (\$)
2019	0001795598-2019-2016-0000-00	BUS	582568	Informal Appeal	1/23/20	BATEMAN RICK DDS	10009 PARK CEDAR DRIVE	SUITE 200	CHARLOTTE	NC	28210	\$ 16.81	0.00	0.00		0.00
<b>Total \$</b>												<b>16.81</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

**PINEVILLE Refunds**

Tax Year	Bill Number	Source Type	Adj #	Adj Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	City	State	Zip	Refund Amount (\$)	MECKLENBURG Portion Refund (\$)	Police Refund (\$)	Fire District	Fire Refund (\$)
2019	0001521673-2019-2018-0000-00	BUS	563200	Informal Appeal	2/3/20	RED LOBSTER #0601	PO BOX 460189	HOUSTON	TX	77056	\$ 5.34	0.00	0.00		0.00
2019	0001521673-2019-2019-0001-00	BUS	563203	Informal Appeal	2/3/20	RED LOBSTER #0601	PO BOX 460189	HOUSTON	TX	77056	\$ 4.61	0.00	0.00		0.00
<b>Total \$</b>											<b>9.95</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>





# Memorandum



**To:** Mayor and Town Council

**From:** Barbara Monticello

**Date:** 3/5/2020

**Re:** Consent Agenda: Proclamation to Kick-off Census Awareness Month

---

April 1<sup>st</sup> marks Census Awareness Day and the official start of the 2020 Census Campaign. A proclamation declaring April as Census Awareness Month has been drawn up to show our support for the Census and to bring awareness to the public of the importance and the benefits derived from a "complete and accurate" population count.

***Recommendation: Approve the proclamation to show support and bring awareness to the public.***



**Proclamation by the Mayor and Town Council  
of the Town of Pineville, NC Declaring April, 2020  
as "Census Awareness Month"**

**Whereas**, April 1, 2020 is **Census Day** for the United States of America pursuant to Article I, Section 2 of the U.S. Constitution; and

**Whereas**, an accurate Census is required for the proper allocation of representatives with the legislative bodies of the U.S. House of Representatives and North Carolina State Legislature, and is used in the redistricting of state and county voting districts; and

**Whereas**, an accurate and complete Census count is important to Mecklenburg County and its communities in determining Federal dollars for health, education, transportation, child and elder care, emergency preparation and response, public and social health programs; and

**Whereas**, the cities and towns that make up Mecklenburg County embrace its diversity, acknowledge the achievements, contributions and differences of these groups, promotes inclusion, breaks down barriers, and increases community efforts all which makes it a welcoming place to live, work and enjoy life; and

**Whereas**, declaring April as Census Awareness month will allow people to get and fully understand the facts and benefits of a complete and accurate population count for the decennial Census in 2020; and

**Whereas**, participation from businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2020 Census message to reach all residents of Pineville and the County and help increase participation in the 2020 Census.

**Now, Therefore, Be It Proclaimed That, the Mayor and Pineville Town Council**, do hereby proclaim April 2020 as:

**"CENSUS AWARENESS MONTH"** and commend its observance to all citizens.

**IN WITNESS WHEREAS**, we have hereunto set our hand and caused the **GREAT SEAL OF PINEVILLE** to be affixed. Done and ordered this tenth day of March in the year of our Lord two thousand and twenty.

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

\_\_\_\_\_  
Mayor Pro Tem Melissa Davis

\_\_\_\_\_  
Council Member Joe Maxim

\_\_\_\_\_  
Council Member Les Gladden

\_\_\_\_\_  
Council Member Amelia Stinson-Wesley

# **Public Hearing**

## **A) US DEVELOPMENT**

# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 3/5/2020

**Re:** US Development Letter of Intent to Purchase Downtown Property

---

## Overview:

US Developments approached the Town about buying the .9-acre lot at the corner of Church and Main St. as well as the other 5.5 acres the town owns along College St. After discussions, the Town agreed to sell US Developments the .9-acre lot initially and then give US Developments the option to buy the other 5.5 acres after the initial development is complete as the property becomes available. US Developments will also have the first right of refusal to buy the 5.5 acres.

The Town previously declared these parcels as Economic Development Parcels as well as Downtown Development Parcels under State Statute. This allows the town not to have to open the purchase up to bids (as long as the property is sold for Fair Market Value) and gives the Town control of the design requirements for the parcels beyond the stipulations of the Downtown Overlay District guidelines.

The major points of the agreement are as follows:

### Lot at the corner of Main St. and Church St.

1. Purchase price of \$1 million
2. Buyer must grade, pave, and improve the adjoining lot for parking at their expense
3. Buyer will have the right to 1 parking space per unit.
4. Buyer has 30 days to execute a Purchase Agreement
5. Buyer has a 30 day due diligence period after Purchase Agreement is signed
6. Buyer has 60 days after the Purchase Agreement is executed to produce a conceptual site plan
7. Buyer has 12 months to present Town with final plans
8. Buyer has 18 months to begin construction

### **5.5 acre option**

1. Buyer has the option to purchase 5.5 acres from the Town for \$2 million or Fair Market Value, whichever is greater
2. Buyer does not have to purchase all 5.5 acres at the same time
3. The first project (.9 acres project) must be built to acceptable standards by Council to have the right to purchase the other 5.5 acres
4. Price of the 5.5 acres increases by 5% for each year the option is not exercised
5. Purchase option is valid for 5 years
6. Buyer must come to Council for approval of each new development

### **Attachments:**

Letter of Intent  
Concept development map  
Option property

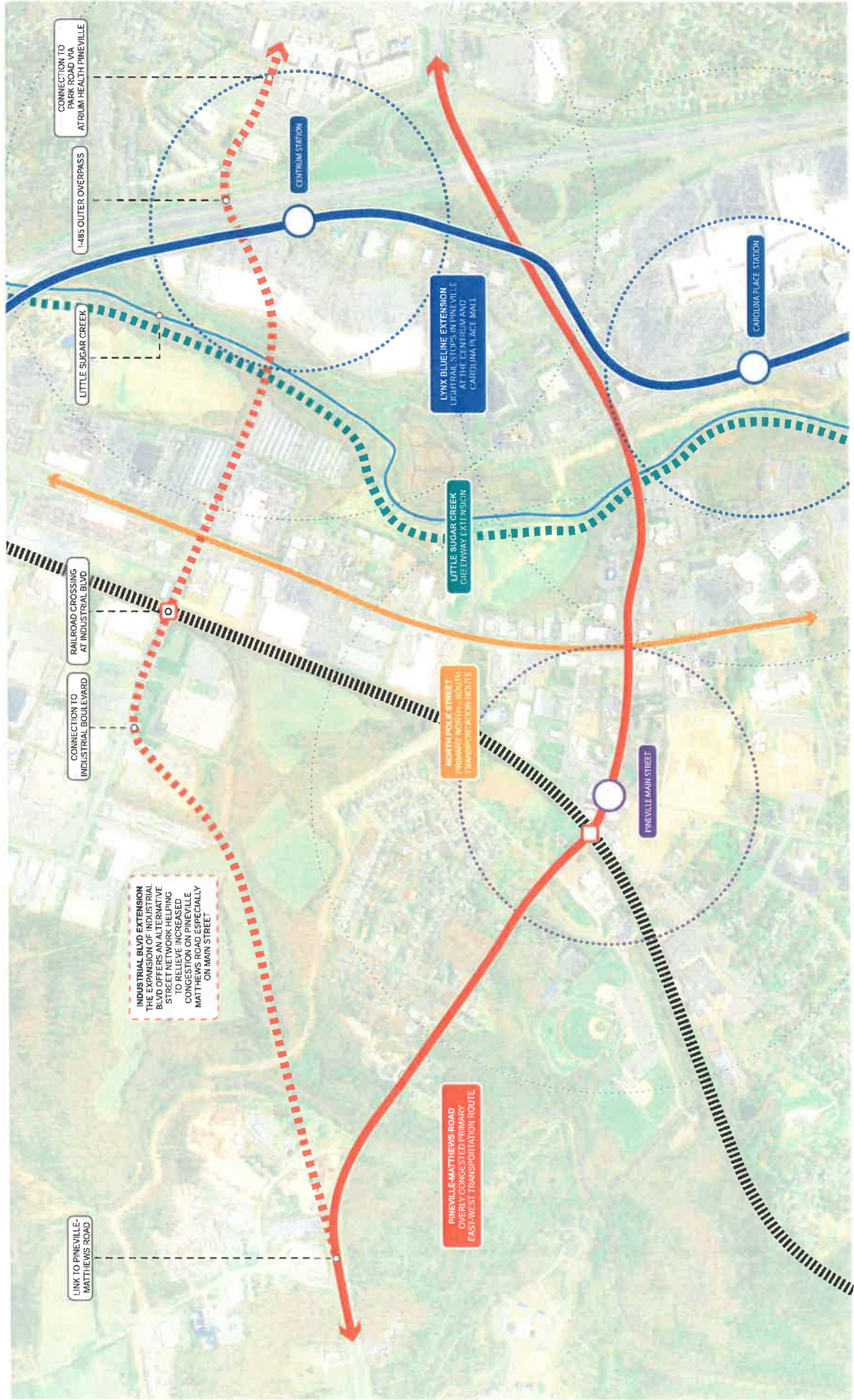
### **Recommendation:**

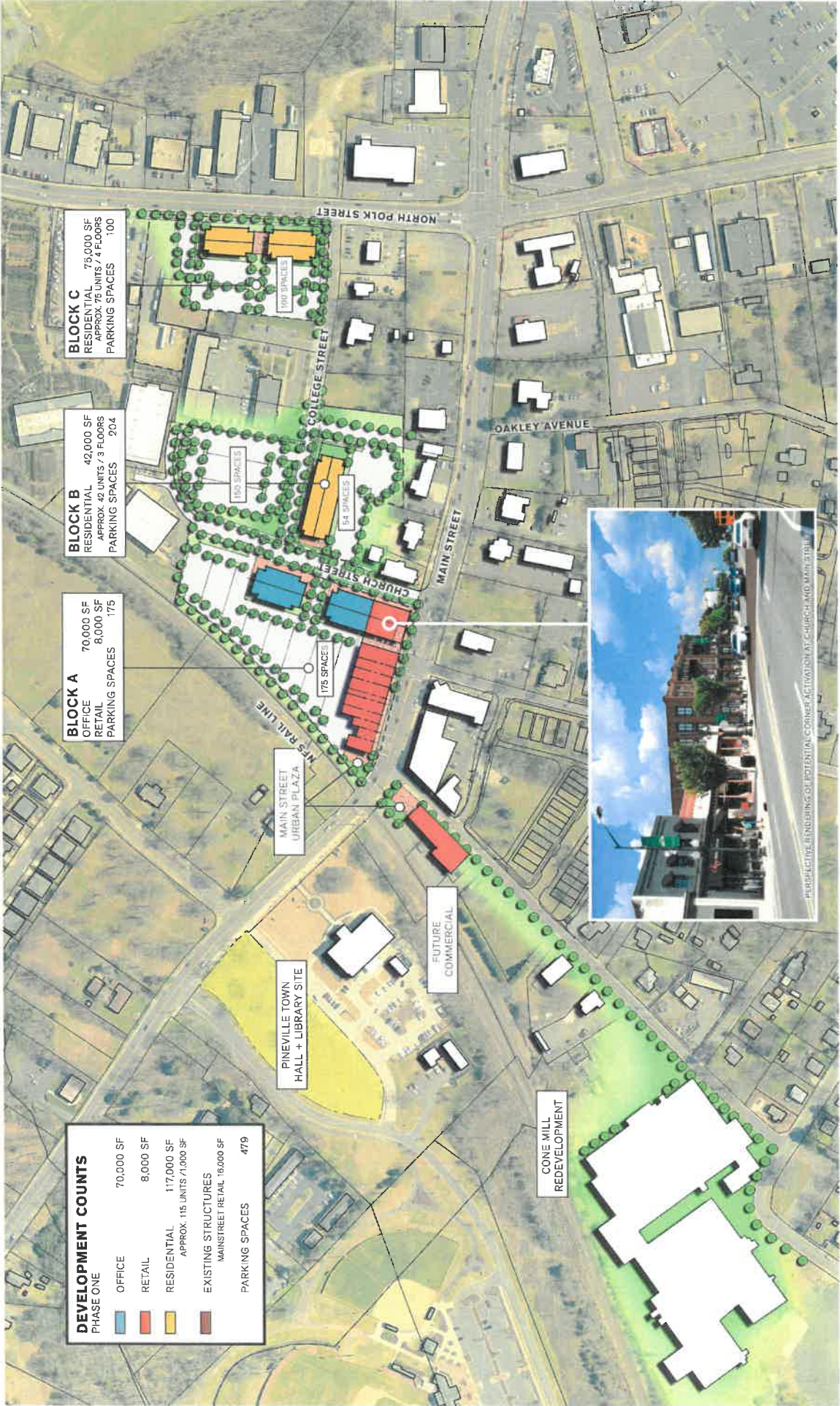














## **OLD BUSINESS**

- A. Kronos Time Management System**
- B. Approval of Mill Memorial**

# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 3/5/2020

**Re:** Time Clock - Kronos

---

## **Overview:**

The Town currently processes paper timesheets for each employee on a weekly basis. This process is time consuming for payroll as well as department heads who must review them. We are proposing going to a web based system using the Kronos software for timesheet management. This program will provide efficiencies in payroll processing as well as vacation and sick leave management.

As part of this project, the Town will have to change the workweek in which we pay employees. Currently, the workweek is Wednesday to Tuesday. We will have to move the workweek from Sunday to Saturday or Monday to Sunday for example so that department heads will have time to approve timesheets before it is entered in to the payroll system.

The Town will purchase seven (7) devices that will read badges as employees enter each of the buildings. For police officers, Kronos will install a button on their in car computers that offices will simply have to click on when they start and end duty (Kannapolis currently uses Kronos for all of their employees, including police, and says that it has worked well for them).

## **Budget Impact:**

Year 1: \$27,767

Year 2-3: \$7,728

## **Attachments:**

Contract

## **Recommendation:**

Approve the contract with Kronos



Quote#: Q-40162  
 Expires: 3/27/2020  
 Sales Executive: Patrick Friel

**ORDER FORM**

Order Type: Quote  
 Date: 3/3/2020

**Bill To Contact:**

Bill To: TOWN OF PINEVILLE  
 200 DOVER ST  
 PINEVILLE, NC 28134-8596 USA

**Ship To Contact:Richard Dixon**

Ship To: TOWN OF PINEVILLE  
 200 DOVER ST  
 PINEVILLE, NC 28134-8596 USA

Ship to Phone:704-889-1722  
 Contact:Richard Dixon  
 Email:rdixon@pinevillenc.gov

Currency: USD  
 Customer PO Number:  
 Solution ID: 6167699  
 Initial Term:36 months  
 Billing Start Date: 120 Days from Execution of  
 Order Form

FOB: Shipping Point  
 Ship Method:  
 Freight Term: Prepay & Add  
 Renewal Term:12 months  
 Payment Term: Net 30 Days

**Order Notes:**

- This order entered into between the Customer and Kronos SaaS, Inc. is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaS, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221").

The Professional Services Engagement Overview is attached to this Order Form as a summary for the implementation services to be provided by Kronos for the Workforce Ready Setup Fees set forth on this Order Form.

**SaaS Services**

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE READY TIME KEEPING	100	USD 3.78	USD 378.00
WORKFORCE READY INTEGRATION HUB	1	USD 0.00	USD 0.00

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE READY ACCRUALS	100	USD 0.63	USD 63.00
<b>Total Price</b>			<b>USD 441.00</b>

**Equipment Purchase**

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
KRONOS INTOUCH 9100 H4,STANDARD,HID PROX	7	USD 2,577.00	USD 18,039.00
<b>Total Price</b>			<b>USD 18,039.00</b>

**Hardware Support**

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 1,995.00
<b>Total Price</b>		<b>USD 1,995.00</b>

**Accessories**

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR MOUNT OVER OUTLET, INTOUCH STD	7	USD 0.00	USD 0.00
<b>Total Price</b>			<b>USD 0.00</b>

**One Time Setup Fees**

Billing Frequency: Fixed Fee 100% at signing

Item	Total Price
One Time Setup Fees	USD 2,000.00

**Quote Summary**

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 441.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 5,292.00

	Total Price
Total Equipment Purchase and Accessories Fee	USD 18,039.00

	Total Price
Total Support Fee	USD 1,995.00

- Prior to the start of the project, the Customer will confirm in writing the business and technical requirements of the project.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer. Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, or database schema.
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

### **Change Orders**

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and Kronos Workforce Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort
- Material changes in the number or type of Deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

### **Completion Criteria**

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The System has been put into use within a production environment for 14 calendar days
- More than twelve (12) months has passed since the date of signature of the Workforce Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.



	<ul style="list-style-type: none"> <li>• Work Schedule Profiles</li> <li>• Pay Periods</li> <li>• Counters</li> <li>• Time Off Categories</li> <li>• Reports <ul style="list-style-type: none"> <li>• Standard TLM Pre-Configured (61)</li> <li>• Custom up to 5</li> </ul> </li> <li>• Timekeeping Admin Training</li> </ul>
<b>Accruals Module</b>	<p>WFR Accruals module adds comprehensive accrual administration to Workforce Ready Time Keeper by automatically enforcing your timeoff policies through:</p> <ul style="list-style-type: none"> <li>• Consistent enforcement of policy</li> <li>• Configurable calculation methods &amp; grants</li> <li>• Time-Off routing &amp; approval workflow(requires TLM)</li> <li>• Time-Off requests at data collection devices</li> <li>• Automatic updates to schedule &amp; timecard (requires TLM)</li> <li>• Visibility to projected balances</li> <li>• Automatic balance reduction (requires TLM or PR)</li> <li>• View time-off calendars for groups</li> <li>• Mobile access</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• Accrual balance interface with 3rd party payroll system</li> <li>• WFR accruals requires WFR Timekeeper</li> </ul>

### Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with TOWN OF PINEVILLE to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
<b>Integration Hub</b>	<p>WFR Integration Hub enables data to flow between WFR and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Workforce Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Workforce Ready format and utilizing the standard Workforce Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces. Each direction (To/From) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by Kronos WFR Professional Services Delivery Team. Kronos will provide standard Import/Export files using Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Workforce ready fields in the 3rd party format to send to the 3rd party system. Non-standard and custom or bi/multi-directional integrations/interfaces are not included in this project.</p> <ul style="list-style-type: none"> <li>• Timekeeping Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Demographic interface with 3rd Party HR</li> <li>• Cost Center Import from 3rd Party HR/Payroll System</li> <li>• Job import from 3rd party HR system</li> <li>• Work schedule import from unlimited 3rd party scheduler systems in Kronos file format</li> <li>• Pay data export to 3rd party payroll system</li> </ul> </li> <li>• Accruals Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Accrual balance interface with 3rd party payroll system</li> <li>• Demographic import from 3rd party system</li> <li>• Cost Center import from 3rd party system</li> <li>• Employee skills import from 3rd party system</li> <li>• Demographics import from 3rd party HR system</li> </ul> </li> </ul>

### Online Training and Support Tools

The **My Learning** area within Workforce Ready provides immediate access to online, role-based education content and support tools that provide step-by-step training on solution features and functions to drive proficiency and user adoption. Your managers and employees can gain proficiency and boost productivity by taking full advantage of:

- **Three-minute simulations:** Quick demonstrations of common tasks provide effective training or skills reinforcement
- **Job aids:** Handy, printable reference sheets with step-by-step instructions for performing common tasks supplement and support employee training to drive high user adoption and productivity
- **Sandboxes with exercises:** Available for Administrators, these tools let users practice performing tasks from an exercises document in a training database.

Please see Workforce Ready Customer Training Options for more information on training roles and available content.

### Assumptions

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated. The project kick-off date will be determined based on complexity of the implementation and resource availability, and may start up to 30 days after a Workforce Ready Order Form is executed by the Customer.



## Professional Services Engagement Overview

### Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to TOWN OF PINEVILLE("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Kronos® Workforce Ready® (WFR) Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Kronos Workforce Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview

### Your Workforce Ready SaaS Solution

TOWN OF PINEVILLE and Kronos are deploying the following WFR modules with 1 location(s) and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
WORKFORCE READY TIME KEEPING	100	1	90 Days
WORKFORCE READY ACCRUALS	100	1	

### TOWN OF PINEVILLE and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between TOWN OF PINEVILLE and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Kronos Workforce Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success. Please see the Kronos Workforce Ready Professional Services Engagement Guidelines at

<https://www.kronos.com/kronos-workforce-ready-implementation-guidelines> to review both parties' responsibilities

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

### Core Functionality Deliverables

Working in close collaboration, TOWN OF PINEVILLE and Kronos will deploy the following core modules and functionality in 90 estimated days from project kick-off:

WFR Core	Kronos Delivered Value
Time Keeping Module	<p>WFR Time Keeping deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> <li>• Total Cost Centers</li> <li>• Profiles                             <ul style="list-style-type: none"> <li>• Timesheet</li> <li>• Time Off Request</li> <li>• Pay Calculations</li> <li>• Pay Prep</li> <li>• Accruals</li> <li>• Security</li> <li>• Points</li> </ul> </li> <li>• Tables                             <ul style="list-style-type: none"> <li>• Rate</li> <li>• Holiday</li> </ul> </li> <li>• Manager Levels</li> <li>• Employee Perspective Scorecards</li> <li>• Workflows                             <ul style="list-style-type: none"> <li>• Time Off Requests</li> <li>• Timesheet Change Requests</li> </ul> </li> <li>• Schedules                             <ul style="list-style-type: none"> <li>• Daily Rules</li> </ul> </li> </ul>

	Total Price
Total One Time Fees	USD 2,000.00

**TOWN OF PINEVILLE****Kronos SaaShr, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 3/5/2020

**Re:** Cone Mill Memorial

---

**Overview:**

Last Month Town Council heard a presentation from Billy Baskins on a proposed Cone Mill Memorial. He has asked for a vote to approve the concept that was presented at Town Council Meeting.

**Attachments:**

**Recommendation:**

Approve the concept drawing for the Cone Mill Memorial

## **NEW BUSINESS**

- A. Vote on US Development Contract**
- B. Discussion to Change Date of April Council Meeting**
- C. Discussion of ADP Payroll Services**
- D. Staff Update:**
  - 1) Managers Report*
  - 2) Calendar of Events*

# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 3/5/2020

**Re:** US Development Letter of Intent to Purchase Downtown Property

---

## **Overview:**

US Developments approached the Town about buying the .9-acre lot at the corner of Church and Main St. as well as the other 5.5 acres the town owns along College St. After discussions, the Town agreed to sell US Developments the .9-acre lot initially and then give US Developments the option to buy the other 5.5 acres after the initial development is complete as the property becomes available. US Developments will also have the first right of refusal to buy the 5.5 acres.

The Town previously declared these parcels as Economic Development Parcels as well as Downtown Development Parcels under State Statute. This allows the town not to have to open the purchase up to bids (as long as the property is sold for Fair Market Value) and gives the Town control of the design requirements for the parcels beyond the stipulations of the Downtown Overlay District guidelines.

The major points of the agreement are as follows:

### **Lot at the corner of Main St. and Church St.**

1. Purchase price of \$1 million
2. Buyer must grade, pave, and improve the adjoining lot for parking at their expense
3. Buyer will have the right to 1 parking space per unit.
4. Buyer has 30 days to execute a Purchase Agreement
5. Buyer has a 30 day due diligence period after Purchase Agreement is signed
6. Buyer has 60 days after the Purchase Agreement is executed to produce a conceptual site plan
7. Buyer has 12 months to present Town with final plans
8. Buyer has 18 months to begin construction

### **5.5 acre option**

1. Buyer has the option to purchase 5.5 acres from the Town for \$2 million or Fair Market Value, whichever is greater
2. Buyer does not have to purchase all 5.5 acres at the same time
3. The first project (.9 acres project) must be built to acceptable standards by Council to have the right to purchase the other 5.5 acres
4. Price of the 5.5 acres increases by 5% for each year the option is not exercised
5. Purchase option is valid for 5 years
6. Buyer must come to Council for approval of each new development

### **Attachments:**

Letter of Intent  
Concept development map  
Option property

### **Recommendation:**





**US DEVELOPMENTS**  
**BROKERAGE, DEVELOPMENT, MANAGEMENT.**

February \_\_, 2020

Dear Mayor Edwards and Council of Pineville, NC:

Re: LETTER OF INTENT

This letter is intended as a letter of intent outlining a proposal by US Developments, LLC to purchase all the real estate and improvements referred to below under the terms and conditions set forth herein. This letter represents preliminary negotiations between the parties and, notwithstanding anything to the contrary, is not a binding contract, however the parties intended to proceed to a binding contract in accordance with terms hereof.

The terms and conditions of this letter of intent are the following:

1. **Buyer:** US Developments, LLC, 5925 Carnegie Blvd, Suite 200, Charlotte, NC 28209.
2. **Seller:** Town of Pineville, P.O. Box 249 Pineville, NC 28134.
3. **Property:** Approximately 1-acre lot, including any improvements located thereon, having a street address of 307 College Street, Pineville, NC 28134, and bearing Mecklenburg County Parcel ID# 20501311 (the "Property"), which is depicted (outlined in green) on Exhibit A (attached hereto and made a part hereof).
4. **Option Property:** With purchase of the Property, at Closing Buyer will be granted the option to purchase (the "Purchase Option") approximately 5.5 acres of land with the following Mecklenburg County Parcel ID#s (which are depicted (highlighted in yellow) on Exhibit A): (1) 20501202, (2) 20501203, (3) 20501215, (4) 20501204, (5) 20501205, (6) 20501417, (7) 20501416, (8) 20501206, and (9) 20501207.
5. **Purchase Price for Property:** \$1,000,000 all cash for the Property (i.e., the approximately 1 acre), to be verified by survey (but, notwithstanding such verification, the Purchase Price shall remain unchanged), which shall be payable by Buyer to Seller at Closing in immediately available funds.
6. **Limited License to Use Adjacent Lot:** Upon Closing of the Property, Seller shall grant Buyer a limited license for access and use of adjacent parcel bearing Mecklenburg County Parcel ID# 20501317 (the "Adjacent Lot"). Buyer shall be responsible for grading and paving the Adjacent Lot (pursuant to all applicable permits, approvals, laws and requirements) for Buyer use, as agreed to with Seller and to be more specifically set forth in a license agreement (the "License Agreement"). The License Agreement shall grant Buyer, effective upon Closing, the exclusive right to use, for the Property, one (1) parking space on the Adjacent Lot for every residential unit on the Property, and the non-exclusive right to use additional parking spaces located on the Adjacent Lot. The rights granted under the License Agreement may be interrupted, from time to time, in connection with subsequent development on the Adjacent Lot (which may include the construction of a multi-story parking structure).
7. **Purchase Option:**
  - a. This offer to purchase the Property is contingent upon Buyer being granted the Purchase Option concurrent with the Closing of the Property.
  - b. The purchase price for the Option Property will be the greater of (i) \$2,000,000; or (ii) the fair market value of the Option Property on the date the parties enter into the Purchase Agreement (the "Option Property Purchase Price"); provided, however, the Option Property Purchase Price shall increase

US Developments, LLC  
5925 Carnegie Blvd., Suite 200, Charlotte, North Carolina,  
28209



## US DEVELOPMENTS

by five percent (5%) of the initial option price (\$2,000,000) on each anniversary of the date of Closing. For example, if the initial Option Property Purchase Price is \$2,000,000, upon the first anniversary it will automatically increase to \$2,100,000, and on the second anniversary, increasing to \$2,205,000, etc.

c. Buyer shall be obligated to purchase ALL the Option Property, but may do so in multiple closings, with each parcel of the Option Property having a purchase price of \$8.35 per square foot (to be verified by survey), but with the total amount paid by Buyer for the Option Property being no less than the Option Property Purchase Price. Buyer shall take title subject to any existing lease applicable to any portion of the Option Property, or schedule closing to occur following the expiration of any such lease. The purchase of the Option Property shall, except with respect to the Option Property Purchase Price, be pursuant to the terms set forth in the Purchase Agreement.

d. The Purchase Option will be valid for a period of five (5) years following Closing.

e. The Purchase Option shall be revocable by Seller if Buyer fails to construct the new retail and related improvements on the Property within eighteen (18) months following Closing; and/or if such construction is not (i) completed in a first-class manner; and/or (ii) in compliance with all Entitlements and applicable permits, approvals, laws and requirements.

### 8. Purchase Agreement:

a. Within thirty (30) days following Seller's acceptance of this offer (the "LOI Effective Date"), Buyer, through its legal counsel, shall prepare and submit to Seller a proposed Purchase Agreement for Seller's review and comment. Seller and Buyer will negotiate diligently and in good faith to quickly execute a mutually agreeable Purchase Agreement, which they will endeavor to do within forty-five (45) days following the LOI Effective Date. During this time Seller agrees not to negotiate with other interested buyers or agree to sell the Property to any other buyer. The parties acknowledge that neither will be bound to sell or purchase the Property except upon the full execution of a Purchase Agreement. Buyer and Seller will use their best effort to execute the contract within thirty (30) days of an agreed upon draft with Seller's obligation being subject to the Hearing and Approval hereinafter set forth.

b. Buyer acknowledges and agrees that the Purchase Agreement, Purchase Option and License Agreement (together, the "Transaction Documents"), and Seller's obligations thereunder, may be subject to certain requirements set forth in the North Carolina General Statutes (which may include N.C.G.S. §158.7.1 and/or N.C.G.S. §160A-458.3) that may require the holding of a public hearing (and publishing notice thereof in advance) (the "Hearing"); and thereafter approval by the Town Council for Pineville (the "Approval"). If the Hearing and Approval has not occurred and been obtained prior to the effective date of the Purchase Agreement (the "PA Effective Date"), Seller shall thereafter schedule the Hearing and obtain the Approval. The "Hearing Approval Date" shall mean the date that the Approval occurs. Notwithstanding anything to the contrary herein, if (i) the Hearing and/or terms of the Approval require any changes to the Transaction Documents; and/or (ii) N.C.G.S. §158.7.1, N.C.G.S. §160A-458.3 and/or any other applicable statute, rule or regulation requires any changes be made to Transaction Documents, the parties agree to enter into an amendment to thereto, within fifteen (15) days; provided, however, any such changes do not materially increase any obligation of Buyer or Seller.

c. Buyer shall submit to Seller for approval conceptual site plans and elevations for the Property within sixty (60) days following the PA Effective Date, and thereafter submit for Seller's approval, all site plans and constructions plans. Buyer shall make any changes to any of the plans that are reasonably requested by Seller and are economically feasible. This plan approval requirement and procedure shall apply to the development of the Option Property; and all development of the Option Property shall be started within eighteen (18) months following the closing on the Option Property, or any portion thereof.



## US DEVELOPMENTS

9. **Good Faith Deposit/Escrow:** Within five (5) business days of full PA Effective Date, Buyer will open an escrow for the purchase and sale of the Property at a mutually acceptable title company and deliver to said title company ("**Escrow Agent**") Buyer's good faith deposit of \$25,000 ("**Good Faith Deposit**"). The Good Faith Deposit, and any interest earned thereon, will be refunded to Buyer or disbursed to Seller, as the case may be, in accordance with the terms of the Purchase Agreement. After the end of the Due Diligence Period, the Good Faith Deposit will be increased to \$70,000 (by Buyer making an addition deposit with the Escrow Agent) in total and become non-refundable to Buyer except upon (i) Buyer's failure to obtain the Entitlements before the expiration of the Entitlements Period; (ii) the occurrence of a Seller default; or (iii) any termination of the Purchase Agreement due to a casualty or condemnation.

10. **Due Diligence Period; Entitlements Period; Existing Condition:**

a. Beginning upon the later of (i) the Hearing Approval Date; and (ii) PA Effective Date; and ending thirty (30) days thereafter (the "**Due Diligence Period**"), Buyer will review title to the Property from a title report, together with all exceptions, investigate the condition of the Property and its surroundings, and make whatever other investigations it deems appropriate in order to decide, in its sole discretion, if Buyer is willing to proceed to Closing. All such review and investigation shall be at Buyer's cost.

b. During this Due Diligence Period, Seller will provide Buyer all studies, surveys, information, documents and records in Seller's possession (if any) that relate to the Property and Buyer's potential acquisition, which such studies, surveys, information, documents and records will be provided to Buyer without any representation or warranty of any kind. Seller will provide Buyer with reasonable access to the Property and Buyer shall indemnify Seller for any loss, damage, or injury from Buyer's access (or access by any agents or employees of Buyer) to the Property and, prior to any access, obtain and maintain (and provide evidence of same to Seller) commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury, death and property damage insurance per occurrence covering Buyer and Buyer's activities on the Property and naming Seller as an additional insured.

c. If on or before the expiration of the Due Diligence Period, Buyer elects not to proceed with the proposed transaction and so advises Seller in writing before the expiration of the Due Diligence, the Purchase Agreement will terminate, and the Good Faith Deposit will be returned to Buyer. If Buyer does not advise Seller of its election to terminate the Purchase Agreement on or before the expiration of the Due Diligence Period, or if Buyer waives its right to such termination, then the Good Faith Deposit will become nonrefundable (except as set forth herein to the contrary), but applicable to the Purchase Price if and when Closing takes place.

d. If the Purchase Agreement is not terminated, beginning upon the expiration of the Due Diligence Period, Buyer shall have a period of twelve (12) months (the "**Entitlements Period**") to obtain approvals of final plans and permits from all required government authorities (the "**Entitlements**"). If any government authority is delayed in its review, and such delay is not the result of any action or inaction by Buyer, then the Entitlements Period will be extended by the number of days as the delay in government review.

e. Buyer acknowledges and agrees that it is expressly purchasing the Property in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS." Seller is specifically bargaining for the assumption by Buyer of all responsibility to investigate the Property and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers.

f. Time will be of the essence with respect to every provision of the Purchase Agreement.

11. **Closing:** Shall occur within thirty (30) days after the expiration of the Entitlements Period. Closing to take place at a mutually convenient office or through the Escrow Agent through escrow whereby the parties and their attorneys need not be physically present at the Closing and may deliver documents by overnight



## US DEVELOPMENTS

courier or other means, unless otherwise agreed in writing by the parties.

12. **Title:** Title to the Property shall be conveyed to Buyer by the customary form of quitclaim deed promulgated by the North Carolina Bar Association, which shall describe the Property based on the legal description set forth in Seller's vesting deed; and such conveyance shall be subject to all covenants, conditions and other matters of record and such state of facts as are (or may be) shown on a current and accurate survey of the Property.
13. **Financing:** There is no financing contingency.
14. **Conduct of Business Before Closing:** Prior to the Closing, Seller will operate the Property in the ordinary course consistent with previous practice.
15. **Acceptance of Offer:** Buyer's signature hereunder constitutes an offer to purchase the Property on the terms set forth herein. Unless Seller accepts said offer by executing this letter and returning it to the Buyer on or before 5:00 P.M. on February 28th, 2020, Buyer's offer shall be null and void.
16. **Closing Costs:** Buyer agrees to pay costs relating to its title fees; and Seller and Buyer agree to pay recordation taxes, or transfer taxes, as applicable as per the custom of where the Property is situated. Buyer and Seller will each pay their own attorney's fees.
17. **Non-binding Agreement:** This agreement is a non-binding letter of intent and, notwithstanding anything to the contrary, no party is bound to anything. Notwithstanding either party's execution hereof, nothing in this letter shall create a legally enforceable contract and no party shall be bound to anything unless and until a definitive purchase agreement has been fully negotiated, drafted and executed by both parties. This letter is therefore for discussion only and no party shall have any obligation to continue negotiations.

[signatures appear on following page]



**US DEVELOPMENTS**

Please have the appropriate, authorized representative of the Seller execute this letter as provided below, and return one fully executed counterpart to the undersigned's attention. Upon its receipt, Buyer will prepare the proposed Purchase Agreement and forward it for your review.

Very truly yours,

**BUYER:**

**US Developments, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed this \_\_ day of \_\_, 2020 by:

**SELLER:**

**TOWN OF PINEVILLE**

ATTEST

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

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

[SEAL]

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Finance Director



# US DEVELOPMENTS

## Exhibit A



# Memorandum



**To:** Mayor and Town Council

**From:** Richard Dixon

**Date:** 3/5/2020

**Re:** ADP - Payroll

---

## **Overview:**

Several years ago, the Town began the process of going with ADP for payroll management. At the time, several vendors were interviewed at the time and ADP was the consensus favorite with staff. The process of implementation broke down and the Town would again like Council to consider using ADP for payroll.

Over the last several years, the payroll position has been hard to keep someone in and the turnover has caused an increased workload on staff for payroll processing. There has been no continuity of payroll processing often falling back on the Accounting position on the interim and creating a lot of time to get a new hire up to speed on the process. ADP will provide the Town with an automated method of doing payroll and will cut down on the Town printing paper payroll stubs (staff can view these online through an app). ADP will also pay all of the payroll taxes for the Town thus relieving us of the liability of paying the wrong amount to the government. ADP will integrate with Kronos so the timesheet information will be dumped in to the ADP system. The employee doing payroll will just need to check that the information is correct.

ADP also offers an HR module where forms and onboarding information is electronic. As the employee fills out the forms, the information is automatically downloaded in to the payroll system.

The fee to ADP is per payroll processing. The town currently pays staff weekly. If the Town payed staff biweekly, the cost would go down.

## **Budget Impact:**

Payroll system: \$11,583 annually

Payroll and HR system: \$19,305 annually

Company Information

Town of Pineville  
200 Dover St  
Pineville, NC 28134  
United States

Executive Contact

Ryan Spitzer  
Town Administrator  
[hbrigman@pinevilledsl.net](mailto:hbrigman@pinevilledsl.net)  
(704) 889-4168



99

Total  
Employees



\$0.00

Equipment  
Costs



\$11,964.15

Total Annual  
Investment

Expiration  
3/15/2020

ADP Sales Associate

Helen Ann Woodard  
Core DM  
[helen.ann.rodriquez@adp.com](mailto:helen.ann.rodriquez@adp.com)  
336-260-7501





**Company Information**


Town of Pineville  
200 Dover St  
Pineville, NC 28134  
United States


**Executive Contact**

Ryan Spitzer  
Town Administrator  
[hbricman@pinevilledsl.net](mailto:hbricman@pinevilledsl.net)  
(704) 889-4168

**Processing Fees and Considerations**

Number of Employees: 99 on Town of Pineville

 Per Processing	Count	Min	Base	Rate	Weekly	Annual
Workforce Now Payroll Solutions • Enhanced Payroll Employment and Income Verification • Employment Verification	99	-	-	\$2.25	\$222.75	\$11,583.00
Additional Jurisdiction (if applicable)	2+			\$8.95/month		

 Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	99	-	-	\$3.85	\$381.15

 Total Annual Investment	Total Annual
Workforce Now Services	<u>\$11,964.15</u>

 Other Considerations	Setup
--	-------

 Total Other Considerations	Total Setup
Implementation and Setup	\$2,300.00
Implementation Discount Value	(\$2,300.00)
Estimated Total Net Implementation	<u>\$0.00</u>

Financial  
Review

**Sales Order**  
Quote Number  
02-2020-115153.4



**Company Information**

Town of Pineville  
200 Dover St  
Pineville, NC 28134  
United States

**Executive Contact**

Ryan Spitzer  
Town Administrator  
[hbriaman@pinevilledsl.net](mailto:hbriaman@pinevilledsl.net)  
(704) 889-4168

**Important Project and Billing Information**

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

**Promotion**

Promotion will be applied to months 7 and 8 from each product / controls start date (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

**Other**

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.  
Expiration Date: 3/15/2020

**Summary**

Estimated Annual Net Investment:	\$11,964.15	Total Net Implementation:	\$0.00
----------------------------------	-------------	---------------------------	--------

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

Financial  
Review

**Sales Order**  
Quote Number  
02-2020-115153.4



#### Company Information

Town of Pineville  
200 Dover St  
Pineville, NC 28134  
United States

#### Executive Contact

Ryan Spitzer  
Town Administrator  
[hbrigman@pinevilledsl.net](mailto:hbrigman@pinevilledsl.net)  
(704) 889-4168

#### Workforce Now Included Services

##### Enhanced Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- New Hire Reporting
- General Ledger Solution
- One Delivery Location

##### Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Employee and Manager Self Service
- Paid Time Off Accruals
- ADP Portal with Customized Content
- Access to Mobile Apps
- Employee Discount Program
- Group Term Life Auto Calculation
- Online Reports and Pay Statements

- Client access to Electronic Reports and Tools
- Immigration Verifications

Thank you for your consideration

Company Information

Town of Pineville  
200 Dover St  
Pineville, NC 28134  
United States

Executive Contact

Ryan Spitzer  
Town Administrator  
~~hrigman@pinevilledsl.net~~  
(704) 889-4168



99  
Total  
Employees



\$0.00  
Implementation  
Cost



\$19,686.15  
Total Annual  
Investment

Expiration  
3/15/2020

ADP Sales Associate

Helen Ann Woodard  
Core DM  
[helen.ann.rodriquez@adp.com](mailto:helen.ann.rodriquez@adp.com)  
336-260-7501

**Company Information**


Town of Pineville  
200 Dover St  
Pineville, NC 28134  
United States


**Executive Contact**

Ryan Spitzer  
Town Administrator  
[rbrigman@pineville.nc.us](mailto:rbrigman@pineville.nc.us)  
(704) 889-4168

**Processing Fees and Considerations**

Number of Employees: 99 on Town of Pineville

 Per Processing	Count	Min	Base	Rate	Weekly	Annual
<b>Workforce Now Payroll Solutions</b> <ul style="list-style-type: none"> <li>• Essential Plus Payroll</li> <li>• Enhanced HR</li> <li>• Benefits Administration</li> <li>• HR Assist</li> </ul> Employment and Income Verification <ul style="list-style-type: none"> <li>• Employment Verification</li> </ul>	99	-	-	\$3.75	\$371.25	\$19,305.00
Additional Jurisdiction (if applicable)	2+			\$8.95/month		
International Employees Rate (if applicable)				\$3.00/month		

 Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	99	-	-	\$3.85	\$381.15

 Total Annual Investment	Total Annual
Workforce Now Services	<u>\$19,686.15</u>

 Other Considerations	Setup
Implementation <ul style="list-style-type: none"> <li>• Client does not need or already has hours history in WFN</li> </ul>	N/A

 Total Other Considerations	Total Setup
Implementation and Setup	\$7,000.00
Implementation Discount Value	(\$7,000.00)
Estimated Total Net Implementation	<u>\$0.00</u>

**Company Information**

Town of Pineville  
200 Dover St  
Pineville, NC 28134  
United States

**Executive Contact**

Ryan Spitzer  
Town Administrator  
~~hbrigman@pinevillecdsl.net~~  
(704) 889-4168

**Important Project and Billing Information**

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the CLIENT in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

**Promotion**

Promotion will be applied to months 7 and 8 from each product / controls start date (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

**Other**

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.  
Expiration Date: 3/15/2020

Summary			
Estimated Annual Net Investment:	\$19,686.15	Total Net Implementation:	\$0.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, LLC

Client: Town of Pineville

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Sales Order

Quote Number  
02-2020-115212.4



### Company Information

Town of Pineville  
200 Dover St  
Pineville, NC 28134  
United States

### Executive Contact

Ryan Spitzer  
Town Administrator  
[rbrigman@pineville-nc.gov](mailto:rbrigman@pineville-nc.gov)  
(704) 889-4168

## Workforce Now Included Services

### Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- One Delivery Location

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Online Reports and Pay Statements

### Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Auditing Functionality

- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements

### Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms

- Dependent & Beneficiary Tracking
- Employee Open Enrollment
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing

### HR Assist

- HR Forms Compliance Library and Webinars
- Employee Handbook
- Labor Law Posters

- Sample Job Description
- Employer Helpdesk (proactive outreach)
- ACA Support

### Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Client access to Electronic Reports and Tools
- Immigration Verifications

Thank you for your consideration

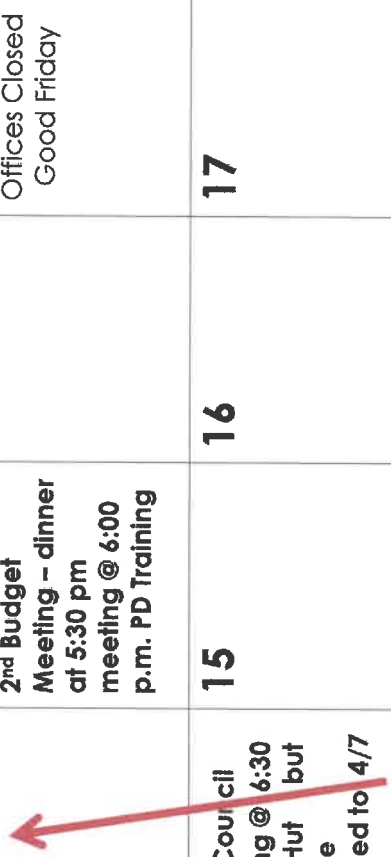
# MARCH 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 Pineville Neighbors Place Fundraiser Dinner @PUMC	6	7
8	9	10 Council Meeting @ Hut @ 6:30pm	11 Community Meetings for Park Master Plan & Mobility Plan 6- 8pm @ Hut	12	13	14
15	16	17	18	19	20	21
22	23 Council Work Session @ Tele Bldg. @ 6:00 pm	24	25	26	27 Council Retreat 8am- 5pm @ Capital Towers in South Park	28
29	30	31	1	2	3	4



# APRIL 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1 1 <sup>st</sup> Budget Meeting – dinner at 5:30 pm meeting @ 6:00 p.m. PD Training	2	3 Children's Easter Egg Hunt @ Lake Park 6pm	4 PAWS IN THE PARK 10am-3PM Lake Park
5 1 <sup>st</sup> Annual Doggie Easter Egg Hunt @ Lake Park 2:00pm	6	7	8 2 <sup>nd</sup> Budget Meeting – dinner at 5:30 pm meeting @ 6:00 p.m. PD Training	9	10 Offices Closed Good Friday	11
12 Easter Sunday	13	14 Council Meeting @ 6:30 pm @ Huf but may be changed to 4/7	15	16	17	18
19	20	21	22	23 3 <sup>rd</sup> Budget Meeting – dinner at 5:30 pm meeting @ 6:00 p.m. PD Training	24	25 Sheltra Race early AM. Town Shred IT Event 12 noon - 3pm @ Tele Elec
26	27 Council Work Session @ 6:00 pm @ Tele/Elect Bldg.	28	29	30	1	2



W E E K

J U N K

# MAY 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1	2 Community Yard Sale Lake Park 7am-12:00 pm PCAA Fund Raiser 9am-5pm @ JHP
3	4 4 <sup>th</sup> Budget Meeting – dinner at 5:30 pm meeting @ 6:00 p.m. PD Training	5	6	7	8	9
10 Mother's Day	11	12 Council Meeting @ 6:30 pm @ the Hut	13	14	15	16
17	18	19	20	21	22	23
24	25 Memorial Day Offices Closed. Will need to reschedule Work Session.	26	27	28	29	30

## **CLOSED SESSION**

*Discussion of matters pursuant  
to NCGS 143-318.11(5)*

*(Real Estate Items)*

# **ADJOURNMENT**