



January 23, 2023
Council Work Session Meeting

Mayor Bryan Hough
Mayor Pro-Tem Phyllis Harris
Councilman Ivory Craig
Councilman Jeff Meadows
Councilman David Moore
Councilwoman Christina Pawlish
Councilwoman Lauren Shoemaker
Marie M. Anders, City Attorney
Miles Braswell, City Manager

**CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL WORK SESSION
Location: Council Chambers**



**January 23, 2023
6:30 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

SET THE AGENDA

CONSENT AGENDA

1. Approval of Mini Brooks Waiver for McAdams
2. Approval of Assistance to Firefighters Grant (AFG) for funding of Air Packs
3. Approval of minutes from the January 9, 2023 Council Meeting
4. Approval of minutes from the January 9, 2023 Closed Session

AGENDA

1. Discussion of River Street Park Schedule Outline *Brian DuPont*
2. Discussion of Veteran's Park Schedule Outline and Consideration of Budget Amendment
Brian DuPont

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11 (a) (3, 5 and 6)

ADJOURN



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: 1-17-23
From: Brian DuPont	Meeting Date: 1-23-23
Agenda Item to be considered:	
Exemption from General Statutes relating to the hiring of Architects, Engineers, and Surveyors under the requirements of the Mini-Brooks Act for the concept design of Veterans Park.	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request:	
The hiring of professional services performed by architects, engineers, surveyors, and alternative construction delivery method firms is governed by NCGS 143-64.31, often referred to as the Mini-Brooks Act. Under this requirement, local governments select an architect, engineer, or surveyor based primarily on the firm or individuals' qualifications, not the cost of the service or fees. This method of procurement is known as qualifications-based selection (QBS). However, under NCGS 143-64.32 a local government may exempt itself from the Mini-Brooks Act, which means it will not be required to use the QBS process and may select an architect, engineer, or surveyor through whatever method it chooses or award a contract without utilizing any process at all. However, an amount is capped at \$50,000, meaning that the estimated cost of the contract cannot exceed this amount. We are seeking consent to utilize McAdams for this work.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☒ NO ☐ N/A
Reviewed by Finance Director	☒ YES ☐ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☐ YES ☒ NO ☐ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☒ N/A
Manager/Staff Recommendation:	
Staff recommends exemption from the Mini-Brooks Act for the concept design of Veterans Park by McAdams	
Result of City Council Decision:	
Attachments:	
1.	



City of Mount Holly Action Agenda Item

To: Mayor and City Council Ryan Baker, Fire Chief	Date: January 13, 2023 Meeting Date: January 24, 2023																																
Agenda Item to be considered: Requesting approval to apply for the Assistance to Firefighters Grant through FEMA																																	
Will this require a public hearing? ☐ YES ☒ NO																																	
Background/Purpose of Request: We request permission to apply for the Assistance to Firefighters Grant to purchase new air packs. This grant will provide us with air packs up to current NFPA standards if awarded. The new air packs cost \$160,500, and if awarded, we would have a cost share of 5%, which comes out to \$7642.85. The grant submission deadline is February 10th. The awarding of grants will begin in late 2023. There is a cost of 2% for the grant writing services based on the awarded amount of \$3,040.00. The match and fees will be budgeted into the 2023-2024 Budget. FEMA Amount to pay = \$152,857.14 City of Mount Holly to pay = \$7,642.85 Fee for Grant Writing = \$3,040.00 Total Mount Holly to cover = \$10,682.85 B. <u>Federal Award Information</u> 1. Available Funding for the NOFO: \$324 million¹ 2. Projected Number of Awards: 2,000 3. Period of Performance: 24 months D. <u>Application and Submission Information</u> 1. Key Dates and Times a. <i>Application Start Date:</i> 01/09/2023 at 8:00 a.m. ET b. <i>Application Submission Deadline:</i> 02/10/2023 at 5:00 p.m. ET																																	
Fiscal Impact: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Will the Item affect the current budget?</td> <td style="width: 15%;">☐ YES</td> <td style="width: 15%;">☒ NO</td> <td style="width: 30%;">☐ N/A</td> </tr> <tr> <td>Reviewed by Finance Director</td> <td>☒ YES</td> <td>☐ NO</td> <td>☐ N/A</td> </tr> <tr> <td>Pre-audit Certification required</td> <td>☐ YES</td> <td>☒ NO</td> <td>☐ N/A</td> </tr> <tr> <td>Capital Project Ordinance required</td> <td>☐ YES</td> <td>☒ NO</td> <td>☐ N/A</td> </tr> <tr> <td>Budget Transfer required</td> <td>☐ YES</td> <td>☒ NO</td> <td>☐ N/A</td> </tr> <tr> <td>Total City Dollars:</td> <td colspan="3"></td> </tr> <tr> <td>Budget Code</td> <td colspan="3"></td> </tr> <tr> <td>Reviewed by City Attorney</td> <td>☐ YES</td> <td>☒ NO</td> <td>☐ N/A</td> </tr> </table>		Will the Item affect the current budget?	☐ YES	☒ NO	☐ N/A	Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A	Pre-audit Certification required	☐ YES	☒ NO	☐ N/A	Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A	Budget Transfer required	☐ YES	☒ NO	☐ N/A	Total City Dollars:				Budget Code				Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A
Will the Item affect the current budget?	☐ YES	☒ NO	☐ N/A																														
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A																														
Pre-audit Certification required	☐ YES	☒ NO	☐ N/A																														
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A																														
Budget Transfer required	☐ YES	☒ NO	☐ N/A																														
Total City Dollars:																																	
Budget Code																																	
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A																														

<i>Manager/Staff Recommendation:</i>
<i>Result of City Council Decision:</i>
<i>Attachments: Grant specifics, cost-share, quote for the air packs</i>

QUOTE

RHINEHART FIRE SERVICES

DATE 1/11/2023

22 Piney Park Rd., Asheville NC 28806
Office 828-273-1789
Cell Phone 704-604-2492
jody@rhinehartfire.com

EXPIRATION DATE 5/22/2023

TO CITY OF MOUNT HOLLY FIRE DEPARTMENT
ATTN CHIEF BAKER

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
JODY BROWN	SCBA Quote	NET 10	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
15	SCOTT X3-PRO SCBAS THREADED CONNECTIONS, 4.5, INCLUDES BACKFRAME, QUICK CONNECT REGULATOR, UNIVERSAL BUDDY BREATHING, TWO 4500PSIG THREADED CONNECTION CARBON CYLINDERS 45 MINUTE DURATION CAPACITY, WITH AV3000HT MASK	10000.00	150000.00
OTHERLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX		SUBTOTAL	150000.00
OR SHIPPING CHARGES		SALES TAX	10500.00
		TOTAL	160500.00

Quotation prepared by: JODY BROWN REGIONAL SALE PERSON RHINEHART FIRE SERVICES, INC. _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Fiscal Year 2022 Assistance to Firefighters Grants Cost Share Calculator

To assist with determining your organization's Local Cost Share for Assistance to Firefighters Grant (AFG) funding, a calculator and explanation of the formula is provided below. All applicants should ensure they are familiar with FEMA's administration of cost sharing requirements. Applicants are not required to have their cost share available when submitting the application, but the cost share should be available when the application is accepted. For additional information, refer to the Cost Share and Maintenance of Effort Requirements section of the Notice of Funding Opportunity.

Determine the Organization's Local Cost Share Percentage

Per the Assistance to Firefighters Grant statute at 15 U.S.C. § 2229(k)(1), the non-federal cost share must be "an amount equal to not less than" (i.e., at least) 5%, 10%, or 15% depending on the population being served. In order to meet statutory requirement, FEMA develops the mathematical formula to support grant recipients in determining the appropriate minimum amount of cost share required for the awarded items they receive. In addition, FEMA will round down any decimals where the cost share calculations produce an amount with more than two digits after the decimal. For example, if the calculation of a 5% cost share leads to \$66,666.6667 for the federal share and \$33,333.3333 for the non-federal share, FEMA will round down the federal share to \$66,666.66 (and round up the non-federal share to \$33,333.34) to ensure that the non-federal share is at least 5%, 10%, or 15% as applicable. The final awarded activity included in an award package is considered the total project cost of that award, and it is used as the baseline to establish the federal share amount as well as the recipient share derived thereof. Cost share requirements for AFG Program Grants are based on census population. To determine the Local Cost Share Percentage, use the guide below:

15%= When serving a jurisdiction of more than 1 million residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15% of the grant awarded.

10%= When serving a jurisdiction of more than 20,000 residents, but not more than 1 million residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 10% of the grant awarded.

5%= When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 5% of the grant awarded.

Once you have determined your Organization's Local Cost Share Percentage, use the formula below to determine the Organization's Local Cost Share.

Example Cost Share Calculation

Total Project Cost:	\$100,000.00
Local Cost Share Percentage:	15%
Federal Funding Assistance:	\$86,956.52
Local Cost Share:	\$13,043.48



FEMA

Fiscal Year 2022 Assistance to Firefighters Grant Program

EXAMPLE COST SHARE FORMULA

X = Federal Funding Assistance
Y = Total Project Cost
P = Local Cost Share Percentage
 $X + (P)(X) = Y$

X = Federal Funding Assistance
Y = \$100,000
P = 15%
 $X + (P)(X) = Y$
 $X = Y/1.15$

X = Federal Funding Assistance
Y = \$100,000
P = 15%
 $X = \$100,000/1.15$ X = \$86,956.52
Local Cost Share = \$13,043.48

Use the Calculator Below to Determine the Local Cost Share for your Organization

Total Project Cost:	\$ 160,500.00
Local Cost Share Percentage:	5%

Example: For 15% enter .15 into the calculator, for 10% enter .10, for 5% enter .05

Federal Funding Assistance:	\$ 152,857.143
Local Cost Share:	\$ 7,642.857

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING
MONDAY, January 9, 2023
COUNCIL CHAMBERS
7:00 PM

Call to Order

Mayor Hough called the meeting to order at 7:00 pm. The following were present:

Mayor Bryan Hough	Miles Braswell, City Manager
Mayor Pro Tem Phyllis Harris	Brian DuPont, Assistant City Manager
Councilman Ivory Craig	Brian Reagan, Police Chief
Councilman Jeff Meadows	Ryan Baker, Fire Chief
Councilman David Moore	Greg Beal, Planning Director
Councilwoman Christina Pawlish	Tony Walker, Streets and Solid Waste Director
Councilwoman Lauren Shoemaker	Jonathan Wilson, Director of Utilities
Marie M. Anders, City Attorney	Mark Jusko, Recreation Supervisor
	Michelle Wood, Finance Director

Invocation

Reverend and former Councilman Charles McCorkle led the Council, staff and attendees in prayer.

Pledge of Allegiance

Boy Scout Troop 59 led the Council, staff and attendees in the Pledge of Allegiance.

Set the Agenda

Mayor Hough advised that there will be a proclamation added to the consent agenda to recognize January 9th as National Law Enforcement Appreciation Day. With no other changes to the agenda, Councilman Moore made a motion to approve the agenda as presented. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

CONSENT AGENDA

1. Approval of Liens for Trash, Junk and Debris
 - 204 Beaty Road
 - 132 Farm Springs Drive
2. Certifications of Municipal Ordinance to repeal speed limit concurrences on NC 273 inside the corporate limits of Mount Holly
3. Approval for the Release of the Letter of Credit for Kendrick Farms Phase IV
4. Approval of the Gaston County Healthy Community Mini-Grant Application
5. Approval of Minutes of the December 12, 2022 Council Meeting
6. Approval of the December 12, 2022 Closed Session Minutes
7. Approval of Proclamation recognizing January 9, 2023 as National Law Enforcement Appreciation Day

Councilman Craig made a motion to approve the consent agenda. Councilwoman Shoemaker seconded the motion. All Council Members present voted in favor. (Motion Carried)

PRESENTATIONS

1. Presentation of a Resolution Honoring Sheriff Cloninger

Mayor Hough and the City Council presented former Gaston County Sheriff Cloninger with a resolution. Sheriff Cloninger thanked the Mayor and Council. He advised that he has always loved Mount Holly and it has been an honor to serve as sheriff for the past 18 years. He added that Mount Holly is a special law enforcement agency lead by Chief Reagan. He added that his motto of “do unto to others as you would have them do unto you.”

2. Presentation of a check from the Community Development Foundation

Ms. Stephanie McLaughlin, the 2023 Chair of the Community Development Foundation came before the City Council to present a check in the amount of \$13,000. She continued by saying that Mount Holly is a great place to Live, Work and Play and therefore the check is designated for greenway amenities such as 3 bike fix-it stations and permanent trail markers on the greenways.

3. Swearing In of Fire Fighter Ethan Adler

Chief Baker presented Mr. Adler with his badge. Chief Baker explained that the badge # (50) will always be Ethan's number. Mayor Hough preformed the swearing in ceremony for Fire Fighter Ethan Adler. His mom was present to pin his badge.

4. Presentation from the Glendale Property Advisory Committee

Mayor Hough thanked the committee for the work they have done to come up with the recommendation to honor Ransom Hunter's legacy. Mr. Braswell advised that the goal of the committee was to have this recommendation as a retreat item but due to the leadership of Mrs. Conner the recommendation is coming earlier than anticipated. He also advised that the family has not been contacted at this time. Mrs. Connor introduced that committee and advised that this all this came about to honor Ransom Hunter. She advised that Mr. Hunter was the first freed slave to own property in Gaston County. Mrs. Connor provided some additional history of the property. She reviewed the plan that the committee compiled stating that the first steps would be to reach out to an archeologist to explore the historical significance of the site and then hire a design firm to help develop the property with amenities such as walkways through the property with educational signage about Mr. Hunter, art installments such as statues to include a horse near freedom rock and maybe some children playing along the walkways, playground and shelter area for gathering and a parking area. The Mayor and Council thanked Mrs. Connor for the work that she and the committee has done and agreed that staff would take this plan to the family and then discuss how to move forward at a future meeting.

5. Presentation by the owners of the Holland Building (DuPont)

Mr. DuPont introduced Mr. Steve Engelhard with Scope Architectural Firm to present future plans for the Holland Building. Mr. Engelhard advised that he was hired by Plumeria Group to bring the Holland Building to its next life. The intent is to make it a destination point for both pedestrian and street traffic and connect both North and South Main Streets. Contact has been made with the Holland family in regard to keeping their family name incorporated into the building. He advised that the main floor would be a restaurant and wine bar while the second floor would be business offices. The approximate renovations cost for the project is \$2.1 million. Mr. Engelhard shared some ideas for the aesthetics for the outside of the building as well as quieting measures to help shelter traffic noise. The challenge that the Plumeria Group faces is parking, delivery options and dumpster locations. The owner of the property spoke and advised that they are committed to the City and the project; however, they are asking for help from the city with facing these challenges. Councilman Meadows encouraged them to talk with their neighbors and maybe form some partnerships with parking and dumpster locations. Mayor Hough offered to help with the introductions with their neighboring properties.

PUBLIC HEARING

1. Public hearing regarding a proposed text amendment, as submitted by City staff with the advice of the Utilities Department, to Section 3.21 of the Subdivision & Land Development Ordinance-which regulates grading permit reviews. The proposed update would ensure that the Section aligns with current review procedures

Mr. Lowe advised that the proposed recommendation is to clean up some things and make sure that policies are matching practices. He advised that the Planning Commission recommends approval.

Mayor Pro Tem Harris made a motion to open the public hearing regarding a proposed text amendment, as submitted by City staff with the advice of the Utilities Department, to Section 3.21 of the Subdivision & Land Development Ordinance. Councilman Moore seconded the motion. All Council Members voted in favor. Motion carried. With no one signed up to speak, Councilwoman Pawlish made a motion to close the public hearing. Councilman Meadows seconded the motion. All Council Members voted in favor. Motion carried.

Councilwoman Shoemaker made a motion to approve the proposed text amendment, as submitted by City staff with the advice of the Utilities Department, to Section 3.21 of the Subdivision & Land Development Ordinance. Councilwoman Pawlish seconded the motion. All Council Members voted in favor. Motion carried.

2. Public hearing regarding a proposed text amendment, as submitted by City staff, to the Emergency Response Requirements for Trail Systems found in Section 3.12 of the Subdivision & Land Development Ordinance.

Mr. Lowe advised that the proposed recommendation would update how future trails are named and clean up some things and make sure that policies are matching practices. He advised that the Planning Commission recommends approval.

Councilwoman Shoemaker made a motion to open the public hearing regarding a proposed text amendment, as submitted by City staff, to the Emergency Response Requirements for Trail Systems found in Section 3.12 of the Subdivision & Land Development Ordinance. Councilman Craig seconded the motion. All Council Members voted in favor. Motion carried. With no one signed up to speak, Councilman Moore made a motion to close the public hearing. Councilwoman Shoemaker seconded the motion. All Council Members voted in favor. Motion carried.

Councilman Moore made a motion to approve the proposed text amendment, as submitted by City staff, to the Emergency Response Requirements for Trail Systems found in Section 3.12 of the Subdivision & Land Development Ordinance. Councilwoman Pawlish seconded the motion. All Council Members voted in favor. Motion carried.

PUBLIC COMMENT – Three (3) Minute Limit

Wanda Halloway-Ms. Halloway advised that she is Ransom Hunter's granddaughter and loves the plan presented for her grandfather's property.

Ayla Summitt, 504 Cherry Street, Mount Holly, NC 28120, Ms. Summitt came before the City Council with her mother to request sidewalks on Cherry Street. She advised that it is dangerous for people to be out jogging and walking their dogs without sidewalks.

Kissi Summitt, 504 Cherry Street, Mount Holly, NC 28120, Ms. Summitt advised that she lives on Cherry Street in the Catawba Heights neighborhood and as part of the annexation agreement back years ago was to provide sidewalks. Cherry Street is a narrow road is not safe to walk and therefore is in need of the sidewalks to connect community with nature. She commented that she picks up neighborhood kids from school and walks them home, for safety reasons she would cut through neighbors' yards. Due to complaints, she can no longer cut through yards and it's just not safe to walk the kids home.

Dr. Eric Van Wilson-Dr. Wilson advised that he is the great grandson of Ransom Hunter. He was born and raised across the street from the Glendale property. He advised that it has been a dream of the family that the city would develop the property into a park since the purchase in 2014. Being just past the holiday season, Dr. Wilson commented that he sang the song "Mary Did You Know" but it came to him and he replaced the words with Julia did you know and recited his own rendition.

NEW BUSINESS

1. Discussion of new Legislation in regard to creating a Downtown Social District

Ms. Miller advised that effective today there are some changes in the social district regulations. Ms. Miller defined a social district and added that as of today nonprofit organizations are incorporated into the legislation for social districts. Councilman Meadows added that when social districts came up several months ago the businesses were not on board. Mayor Hough commented that he would like BOOMA's input. Councilwoman Shoemaker advised that she would discuss it at the next BOOMA meeting.

2. Presentation of Mid-Year Financial Review

Ms. Wood presented the mid-year financial report as requested by Council during the budget process. She advised that revenues are coming in at a higher rate than was anticipated during budget time. She commented that the city is in good financial shape. Ms. Wood further advised that when budgeting salaries the city used the CPI average for budgeting COLA at 5.99%. Council agreed to 4% in July and revisit the city's financial situation in January to determine if the additional 1.99% can be given at that time. Councilman Meadows questions the impact 1.99% would have on the salary study in regard to where the employees are in their position grade and step. He also had concerns about what the 1.99% would do to future budgets. Councilman Moore made a motion to increase employees' salary's 1.99% effective July 1, 2022. Mayor Pro Tem Harris seconded the motion. All Council Members voted yes with a show of hands with the exception of Councilman Meadows. Councilman Meadows did not raise his hand for yay or nay which is an automatic yes vote. The motion passed unanimously.

3. Discussion to Extend Water to North Belmont Park

Mr. Wilson introduced Ms. Rodriguez with Gaston County. Ms. Rodriguez came before the City Council to ask Council to work with Gaston County in regard to extending water to North Belmont Park. She advised that the County and City would work with the attorneys on the details of an interlocal agreement. Mr. Wilson added that this would fall within the outside city rates. Council agreed that they look forward to working with the County on this project.

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11 (a) (3, 4 and 6)

Councilmsn Craig made a motion to enter into closed session pursuant to N.C.G.S 143-318.11 (a) (3, 4 and 6). Councilwoman Shoemaker seconded the motion. All Council members present voted in favor. (Motion Carried)

The time was 8:39 pm.

Councilwoman Pawlish made a motion to return to open session. Councilman Craig seconded the motion. All Council Members present voted in favor. (Motion Carried)

The time was 9:12pm.

Mayor Hough advised there was no action taken during closed session.

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilwoman Pawlish made the motion to adjourn the January 9, 2023 Council Meeting. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

The meeting adjourned at 9:13pm.



City of Mount Holly Action Agenda Item

To: City Council From: Brian DuPont	Date: 1-17-23 Meeting Date: 1-23-23
Agenda Item to be considered: Discussion of River Street Park Schedule Outline	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : In November 2022, the City Council directed staff to research a public-private partnership for River Street Park. Also, as part of this research a general timeline was developed. Items that the City Council asked to be included by staff: • Consideration of value of the City's park property through an appraisal • Input from neighboring property stakeholders • Inventory of existing park amenities and land in the area on both sides of the Creek Funding is available in the current budget for an appraisal and would not require a budget amendment.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: Recommend approval of schedule as presented.	
Result of City Council Decision: 	
Attachments: 1. Presentation	

River Street Park Schedule Outline

City Council
January 23, 2023



1

Benchmarks

- Appraisal
- Stakeholder Input
 - Adjacent Property Owners
- Park Amenity Inventory
- Public-Private Partnership
 - Public Process - RFP



2

Benchmarks Horizons

- Appraisal
 - Initiate at City Council's direction - Complete February 2023
- Stakeholder Input
 - Adjacent Property Owners - Initiate in January 2023 ➡ Spring 2023
- Park Amenity Inventory
 - February 2023
- Public-Private Partnership
 - Public Process - RFP in Spring 2023



3

Overall Timeline

- January 2023 - Initiate appraisal at City Council's direction (no budget amendment required)
- Winter to Spring 2023 - Stakeholder Input
- February 2023 - Park Amenity Inventory
- Spring 2023 - Advertise RFP for Public-Private Partnership
- Fall 2023 - Present to the City Council



4



City of Mount Holly Action Agenda Item

To: City Council From: Brian DuPont	Date: 1-17-23 Meeting Date: 1-23-23
Agenda Item to be considered: Discussion of Veteran's Park Schedule Outline & Consideration of Budget Amendment	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : In November 2022, the City Council directed staff to research a public-private partnership for Veteran's Park properties that have been acquired. Also, as part of this research a general timeline was developed. The initial step would be concept design by McAdams to provide scenarios to the City Council. The concepts would look at a layout with certain park elements (amphitheater, splash pad, etc.) and the other would look at these same elements as part of a public-private partnership process with a multi-family component.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☒ YES ☐ NO ☐ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: Recommend approval of budget amendment to select McAdams to begin process.	
Result of City Council Decision: 	
Attachments: 1. Presentation 2. Action Agenda Form and Budget Amendment 3. McAdams Proposal	

Veteran's Park Schedule Outline

City Council
January 23, 2023



1

Benchmarks

- Ownership of Properties
- Clearing of structures and/or tenant management
 - Provide Offers to Move to existing tenants
 - Auction or Demolition of vacant structures
- Short Term and Long Term Options
 - McAdams to provide
 - Budget Amendment required



2

Benchmark Horizons

- | | |
|--|--|
| 1. Ownership of Properties | 1. January 2023 |
| 2. Clearing of structures and/or tenant management | 2. Clearing of structures and/or tenant management |
| a. Provide Offers to Move to existing tenants | a. Initiate in January 2023 ➡ Fall 2023 |
| b. Auction or Demolition of vacant structures | b. Initiate in January 2023 ➡ Fall 2023 |
| 3. Short Term and Long Term Options | 3. Short Term and Long Term Options |
| a. McAdams to provide scenarios | a. Initiate in January 2023 ➡ March 3, 2023 |
| b. Budget Amendment required | b. January 23, 2023 |



3

Overall Timeline

- January 2023 - Initiate design and property coordination elements (management/removal)
- March 2023 - Presentation at Council Retreat by McAdams
- Fall 2023 - Properties cleared of structures
- Fall 2023 - Coordination by Staff of preferred option by the City Council



4

Budget Amendment

If Council wishes to proceed with the timeline outlined above, then in order to contract with McAdams a budget amendment would need to be approved.





City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: January 18, 2023
From: Michelle Wood	Meeting Date: January 23, 2023
Agenda Item to be considered: Budget Amendment for McAdams Veterans Park Concept Plan	
Will this require a public hearing? ☐ YES ☐ NO	
Background/Purpose of Request: Approve a budget amendment for the scope of work proposal for master planning and preliminary design services for Veterans Park Re-visioning.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☐ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☐ N/A
Preaudit Certification required	☐ YES ☐ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☐ N/A
Budget Transfer required	☐ YES ☐ NO ☐ N/A
Total City Dollars: \$12,550	
Budget Code:	
Reviewed by City Attorney	☐ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: Approval of the budget amendment	
Result of City Council Decision: _____	
Attachments:	

CITY OF MOUNT HOLLY
FY 22-23 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-00-4110-194	Professional Services	\$12,550.00	
10-00-3991-000	Fund Balance Appropriation		\$12,550.00
TOTAL		\$12,550.00	\$ 12,550.00

Date Submitted: 23-Jan-23

Finance Officer: _____

City Manager: _____

Department Comments:

Amendment to appropriate fund balance for McAdams Re-envisioning Concept Plan

Unassigned Fund Balance after Budget Amendment Approval: 10,908,130

% of Budget after Budget Amendment Approval: 61.91194%

December 21, 2022

Mr. Brian Dupont
Assistant City Manager
City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120
brian.dupont@mtholly.us

**RE: Veterans Park Concept Plan
Mount Holly, North Carolina
OPCMO22004.00**

Dear Mr. Dupont,

We look forward to the opportunity to work with you and Mount Holly staff to re-envision the previous Veterans Park Amphitheater concept plan.

PROJECT UNDERSTANDING:

It is McAdams' understanding that the City of Mount Holly wishes to create two options of a conceptual master plan that takes advantage of the City's current park parcel assemblage (see attached Exhibit A). The parcels to be combined include PIN#'s 3596889704, 3856889783, 3596981711, 38596983860, 3596983697, 3596983980, 3596983297, 3596982995, 3596982963, 3596888744, 3596982678 and 3596982943 from Gaston County GIS. The concept will provide design options that will include a multi-family component in conjunction with previously planned park elements that include amphitheater, splash pad, restroom building, walking trails, open lawn, shelters and gateway monumentation.

Assumptions:

This proposal is based on the following assumptions:

- > Initial scope of work is for conceptual level planning. Does not include public engagement services.
- > Survey data provided by McAdams from previous survey conducted for the parks original design in 2019.
- > Adjacent site data such as roads, property ownership and land uses will be provided by the design team and sourced from Gaston County GIS.
- > The scope of this proposal is for master planning and preliminary design services. This will include site due diligence and conceptual level planning. Preparation of schematic drawings, design development drawings, construction drawings, permitting, and construction period services are outside the scope of this agreement, but can be provided later as a scope amendment to this contract.
- > The City of Mount Holly will provide access to existing facilities and grounds associated with the investigation of the proposed project location.
- > Architectural, MEP or structural design services are not included in this scope of services.

- > Site lighting services are not included, and it is assumed if lighting is necessary lighting design will be provided by Duke Energy or the Town's lighting design consultant.
- > Adequate water and sewer capacity exist to service proposed development scenarios.
- > Water and Sewer Utilities are adjacent to the subject property and contain adequate capacity for the intended development.
- > Project design will be completed +/- 3 months from notice to proceed.

PROPOSED SERVICES:

We propose the following services (Alphanumeric task numbers are for internal coding purposes). Services and tasks will be described in this section. Project specific tasks and costs will be defined for each project following this section of the proposal:

Project Kick-off + Data Gathering**A1.10 Project Kickoff + Existing Conditions Review:**

FEE: \$2,750

Conduct an initial planning kickoff meeting with the Client (one meeting with City staff) and Project Steering Committee, staff, and other interested parties to:

- > Establish goals and objectives;
- > Review project scope and budget;
- > Establish project schedule;
- > Review current zoning ordinances with City staff.

Collect and review pertinent project information and data that has been gathered by the Client. Data includes but is not limited to:

- > Development program and desired elements;
- > Zoning and planning constraints;
- > Deed restrictions (from County or others);
- > Plans and digital CAD information from previous and ongoing projects within the project vicinity.

Using field survey (prepared by McAdams in previous park study), prepare a base map for use in preparing the site analysis. Prepare a site analysis outlining the opportunities and constraints of the project site including:

- > Site's physical characteristics and implications on park development;
- > Prepare a general issues and constraints assessment including roadway, parking, utilities, easements and right-of-way (existing and proposed), slopes/grades, existing trees, and other items;
- > Prepare conceptual site diagram illustrating the park framework to achieve the envisioned park improvements such as general park areas as well as the land development program elements such as multi-use buildings, parking and associated items; Choose an item.

- > Conduct a site analysis review meeting in cooperation with Mount Holly project management to review the site analysis and opportunities and constraints and collect feedback related to any initial changes in the park and development framework (one meeting).

Landscape Architecture Services**D11.16 Concept Alternatives:**

FEE: \$4,500

Using McAdams provided survey and Gaston County GIS base data and based on information gathered from the site analysis and outcomes of the initial project kick-off meeting and previous study; McAdams will develop two conceptual plans from the design criteria detailed in the project understanding:

- > Location and layout of site improvements determined by client developed during the project kick-off stage (i.e. active and passive park elements, pavilions, gazebos and/or shelters; restroom building, splash pad, walking paths, amphitheater, mixed-use development, and required parking, trash collection, required buffers, etc.);
- > Key linkages and circulation patterns including internal parking and pedestrian ways;
- > Summary of development standards (e.g. required buffers, setbacks, etc.);
- > Gateways and entrances to help identify feature areas;
- > Ingress / egress points, perimeter gates and access; and
- > Location and approximate shape/size of buildings and structures.

The two concept alternatives will be hand drawn and provided to the City in electronic format. Feedback on the concept alternatives shall be provided by the City via written email documentation and / or an in person or online review meeting. At this time the City shall select a preferred concept for each design option for further refinement.

D11.20 Final Master Plan Concept:

FEE: \$3,000

The design team will refine the final master plan option to include revisions based on any comments received on the concept alternatives task. The chosen concept plan will be digitalized into AutoCAD. The final master plans (2) will serve as the basis for preliminary design, graphic renderings The final master plan designs will identify:

- > Location and layout of site improvements for the park (i.e. active and passive park elements, pavilions, gazebos and/or shelters, restroom building, splash pad, walking paths, amphitheater, multifamily buildings, drives, parking, trash collection, required buffers / planting, setbacks, etc.) ;
- > Key linkages and circulation patterns including internal, parking, pedestrian ways, trails, bicycle parking;
- > Site improvements that comply with ADA accessibility standards;
- > General location and size of any necessary stormwater management facilities;

- > Development summary and requirements (e.g. required buffers, setbacks, units, density, parking, etc.);
- > Gateways and entrances to help identify feature areas;
- > Location and types of lighting and signage;
- > Perimeter gates and access; and
- > Location and approximate shape/size of buildings and structures; and landscape areas.

This task allows for one round of revisions based on comments from the project steering committee and one (1) presentation of final plan to elected officials.

D11.65 Final Master Plan View Renderings:

FEE: \$1,800

The design team will prepare one final plan view rendering for the City's use in presentations, marketing material or for promotion of the park. The rendering will be electronic and digital files provided to the Town.

FEE SUMMARY

Task	Fee
Project Kick-off + Data Gathering	\$2,750
Concept Alternatives	\$4,500
Final Master Plan Concept	\$3,000
Final Master Plan View Renderings	\$1,800
Reimbursables	\$500
Total Fee	\$12,550

Extra Services**J. Additional Services:**

When requested by Mount Holly or its authorized representatives and approved in writing, McAdams will perform additional services beyond the scope of services described herein. Fees associated with additional services will be defined per task or by hourly charges in accordance with the attached Rate Schedule, as directed at the time of the request for additional services. No additional services will be performed without specific written consent of Town of Rolesville or its authorized representative

K. Reimbursables Expenses:

FEE: NOT TO EXCEED \$500

McAdams shall invoice all reasonable reimbursable expenses at the normal rates as indicated in our standard hourly rates provisions.

PROJECT SCHEDULE

McAdams' services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The team will agree upon a project schedule during the project kick-off it is estimated that the project will take +/- 3 months to complete from time of notice to proceed.

The time limits and schedule set forth above have been agreed to by the Owner and McAdams, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with McAdams work on the project that are not the sole responsibility of McAdams.

OWNER RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed including a signed copy of this Agreement;
- > Any existing and available survey, site plans, and other park / planning documents in both hardcopy and electronic AutoCAD compatible formats as may be required;
- > Timely approval of information presented for approval;
- > Providing information in a timely manner from other professional service providers as may be engaged in the project and contracted directly with the Owner;
- > Payment of invoices in accordance with Item 1 of Terms and Conditions;
- > Notification to Consultant of any problems, in accordance with Item 2 of Terms and Conditions.

EXCLUSIONS

The following services are not included in this Agreement:

- > Preparation of site-specific design, site engineering or landscape architecture documents;
- > Preparation of site surveys;
- > Flood studies or "100+1" studies to submit to regulatory agencies;
- > Preparation of Rezoning or Zoning Amendment documents for subject properties;
- > Off-site utility extensions specific design;
- > Traffic or Transportation Analysis;
- > Off-site roadway improvements specific design;
- > Permit application fees;
- > Legal advertisements for construction contracts;
- > Court appearances for litigation, or preparation for same;
- > Assistance with acquisition of right-of-way or off-site easements; preparation of exhibits for same;
- > Revised directives from Owner after project process has begun;
- > Any other services not specifically described in the scope of work.

GENERAL CONDITIONS

- > The attached "Terms and Conditions" shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.

CONCLUSION

We sincerely appreciate this opportunity to propose our services for this important project. Please do not hesitate to contact me at your convenience if you have any questions or comments. If in agreement, please sign below and also sign the Rate Schedule document attached, and we will be prepared to begin.

Sincerely,
MCADAMS



Nick Lowe, RLA
Senior Landscape Architect

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

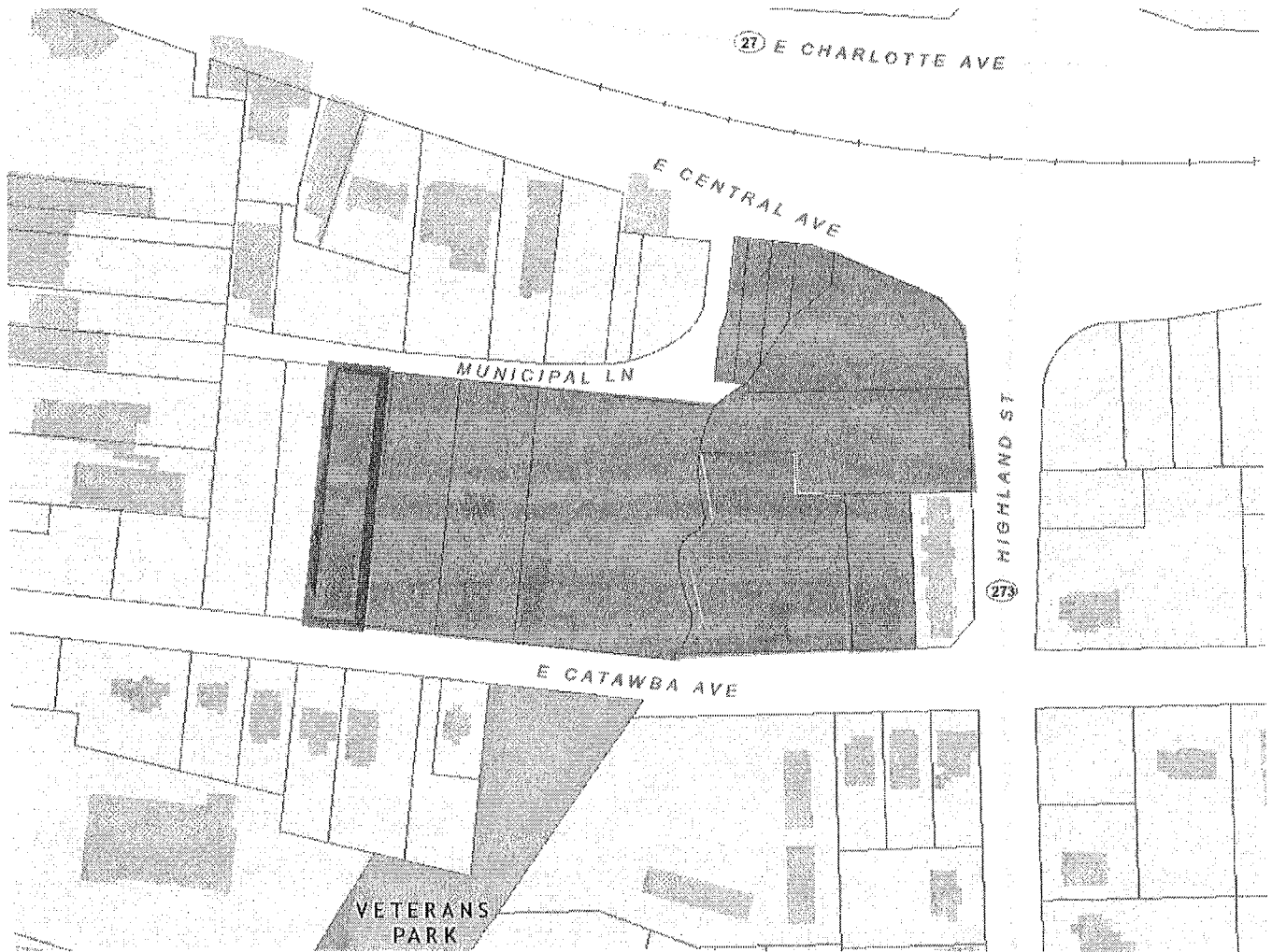
Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

EXHIBIT A



1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE	ROLE	RATE
Principal-in-Charge	\$210 / hour	Designer II	\$120 / hour
Senior Project Manager	\$190 / hour	Designer I	\$105 / hour
Project Manager	\$150 / hour	Senior CAD Technician	\$110 / hour
Senior Project Engineer	\$150 / hour	CAD Technician	\$90 / hour
Project Engineer	\$140 / hour	Survey Director	\$190 / hour
Intern	\$80 / hour	Survey Project Manager	\$150 / hour
Senior Landscape Architect	\$150 / hour	Survey Technician	\$105 / hour
Landscape Architect	\$140 / hour	Survey Crew (2 Man)	\$145 / hour
Landscape Designer	\$120 / hour	SUE Project Manager	\$150 / hour
Senior Planner	\$185 / hour	SUE Technician	\$85 / hour
Planner	\$130 / hour	UAS Crew	\$225 / hour
GIS Manager	\$180 / hour	Senior Project Coordinator	\$95 / hour
GIS Technician	\$110 / hour	Construction Services Manager	\$210 / hour
Graphics / Media Design	\$100 / hour	Construction Services Professional	\$150 / hour
Technical / Grant Writer	\$100 / hour	Construction Observation	\$140 / hour
Technical Manager	\$150 / hour		

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.00 / each	Oversize Mylar Sepia	\$20.00 / each
Paper Reproductions	\$2.00 / each	Mylar Sepia	\$15.00 / each
Specifications	\$0.10 / each	Paper Sepia	\$5.00 / each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 5%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.

5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. PAYMENT

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT's services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. NOTIFICATION OF BREACH OR DEFAULT:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. REPRESENTATIONS OF CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

4. OWNERSHIP OF INSTRUMENTS OF SERVICE:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. CHANGE ORDERS:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. SITE OPERATIONS:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

7. ASSIGNMENT AND THIRD PARTIES:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. PROJECT SITE:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

9. SURVIVAL:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

10. FORCE MAJEURE:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

11. STANDARD OF CARE:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.

12. WAIVER OF CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY:

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. SAFETY:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. ARBITRATION:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

15. INDEPENDENT CONTRACTOR:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

16. TERMINATION:

Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all

costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

17. SEVERABILITY:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. NO WAIVER:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

19. MERGER, AMENDMENT:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

20. CHOICE OF LAW:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.