



January 12, 2015 Council Meeting

Mayor Bryan Hough
Mayor Pro-Tem Perry Toomey
Councilman Jerry Bishop
Councilwoman Carolyn Breyare
Councilman J. Jason Gowen
Councilman Jim Hope
Councilman David Moore
Kemp Michael, City Attorney
Danny Jackson, City Manager

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**CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL**



**January 12, 2015
7:00 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

Reverend Bruce Bradley, Second Baptist Church

PLEDGE OF ALLEGIANCE

Boy Scout Troop 59

SET THE AGENDA

CONSENT AGENDA

1. Approval of the Dixie Youth Baseball Registration Fees
2. Budget Amendment (Recycle Truck)
3. Approval of Lien for Weeds and Grass
4. Approval of Meadowbrook Estates Phase I Plat
5. Approval of the minutes of the December 8, 2014 Council Meeting
6. Approval of the minutes of the December 17, 2014 Special Meeting

PRESENTATIONS

1. Swearing – in Ceremony for Fireman CJ Beheler

Mayor Bryan Hough

PUBLIC HEARING

1. Public Hearing to Consider Amending Section 6.1 and Section 7 of the Mount Holly Zoning Ordinance Concerning Restricting Use of Existing Downtown Buildings
2. Public Hearing to consider a request to amend the proposed Riverfront Marina Development Plan

Greg Beal

Greg Beal

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

1. Consideration and Approval of Scope of Services with Buxton Company regarding a proposed Business Recruitment Plan

Greg Beal

NEW BUSINESS

1. Approval Award of Contract for the Beaty-Ferstl Intersection Improvement
2. Consideration and Approval of NCDENR 2015 Community Waste Reduction and Recycling Grant
3. Consideration and Approval of Purchase of Fire Truck

Miles Braswell

Miles Braswell

Ryan Baker

OTHER BUSINESS

ADJOURN

CONSENT AGENDA



To: Mayor and City Council From: Mark Jusko	Date: 1-5-15 Meeting Date: 1-12-15
Agenda Item to be considered: Approval of Dixie Youth Baseball Registration Fees	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : At the December meeting City Council approved the City Parks & Recreation Department take over the Dixie Youth baseball program. Before we can have registration, City Council must approve the registration fees for the program. We currently charge \$45/city limit residents and \$65/non-residents for tee-ball and coach pitch. Staff would like to keep these same fees for the Dixie Youth kid pitch program.	
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:	
Result of City Council Decision: _____	
Attachments: None	



City of Mount Holly Action Agenda Item

To: Mayor and City Council From: Jamie Guffey	Date: 1/7/2015 Meeting Date: 1/12/2015
1. Agenda Item to be considered: <u>Budget Amendment</u>	
Will this require a public hearing? ☐ YES ☒ NO	
Recently, the City decided to start to collect recycling in house. At the time the decision was made, the Solid Waste Department presented Council with the expenses that would be required to collect recycling. One of the expenses was the purchase of a new truck to collect the material. The truck has been ordered and we need to do a budget amendment to pay for the purchase.	
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:	
Approval of Amendment	
Result of City Council Decision: _____	
Attachments: Budget Amendment	



City of Mount Holly Action Agenda Item

To: City Council	Date: 1-6-15
From: Jonathan Wilson	Meeting Date: 1-12-15
Agenda Item to be considered: Request for adoption of one lien for clearing of grass and weeds	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : Staff is wishing that council adopt one lien to be placed on 102 Maple Drive, Gaston County Parcel ID: 124386 for the clearing of grass and weeds in violation of the City's nuisance ordinance under Section 8-9 of the City Code.	
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: Adopt one lien for 102 Maple Drive in the amount of \$385.00.	
Result of City Council Decision: _____	
Attachments: 1. Copy of ordinance to place lien on 102 Maple Drive	

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:

City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID# 124386, 102 Maple Drive, said parcel being owned by Dorothy Manes; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	\$ 35.00
Administrative cost	\$ 350.00
Total Lien Due	\$ 385.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2015.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk



City of Mount Holly Action Agenda Item

To: City Council From: Brian DuPont	Date: 1-6-15 Meeting Date: 1-12-15
Agenda Item to be considered: Consent #3 - Consideration and Approval of Meadowbrook Estates Phase 1 Plat.	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : At the Planning Commission meeting it was unanimously recommended to approve the phase 1 plat of Meadowbrook Estates for 37 lots (Lot #'s 2-18, 57-76) contingent on financial guarantees. Attached is a copy of the bond estimate in the amount of \$168,986.40, which has been reviewed and approved by the City's Engineer as appropriate to improve remaining infrastructure. Approval is requested by staff for subdividing Phase 1 of Meadowbrook Estates contingent upon financial guarantee (Evergreen Letter of Credit) in the above referenced amount. The Evergreen LOC would be required before the final Mylar copies are signed by Staff for recordation with the Gaston County Register of Deeds.	
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: Motion to approve the request to subdivide Phase 1 of Meadowbrook Estates contingent upon financial guarantees for the amount of \$168,986.40.	
Result of City Council Decision:	
Attachments: 1. Phase 1 Plat 2. Bond Estimate	



Construction Materials Engineering & Consulting, PC

NC Engineering License # C-3512 - SC COA # 4239

“Bringing EFFECTIVE EFFICIENCY to Your Project”

November 17, 2014

Meadowbrook Estates Phase 1 Bond Estimate

This bond estimate is in compliance with the City of Mount Holly Subdivision Ordinance Article IV for the remaining items to be completed within the Meadowbrook Estates Subdivision for the recordation of lots: 2-18 and 57-76. The items to be completed are attached along with the estimated cost of completion are as follows:

Bond Estimate for Meadowbrook Estates

Phase 1

Map 1

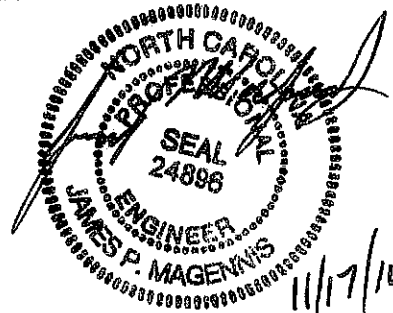
Unfinished Item	Unit Remaining		Unit Cost		Item Cost
Sidewalk	19709	SF	\$ 3.50	\$	68,981.50
HCR	10	EA	\$ 600.00	\$	6,000.00
Est. Curb Repairs 5% of Total LF	234.25	LF	\$ 26.00	\$	6,090.50
1.0" S9.5A	400	TN	\$ 100.00	\$	40,000.00
Estimated Asphalt Repairs	40	TN	\$ 150.00	\$	6,000.00
Fill Sediment Basins	2	EA	\$ 5,000.00	\$	10,000.00
Storm System Clean Out	1	LS	\$ 1,500.00	\$	1,500.00
Storm Outlets	3	EA	\$ 750.00	\$	2,250.00
Total Cost				\$	140,822.00
20% Contingency				\$	28,164.40
Bond Amount				\$	168,986.40

The total letter of credit amounting \$168,986.40 will be posted by the Developer to the City of Mount Holly with all proper wording and conditions.

If you should have any questions, please call us at your convenience.

Sincerely,
Construction Materials Engineering & Consulting, PC

James Magennis, PE
President



**City of Mount Holly
Mount Holly City Council Meeting
Monday, December 8, 2014
Council Chambers
7:00 pm**

Call to Order

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

Mayor Bryan Hough	Danny Jackson, City Manager
Mayor Pro Tem Perry Toomey	Jamie Guffey, Assistant City Manager
Councilman Jerry Bishop	Greg Beal, Planning Director
Councilwoman Carolyn Breyare	Ray Clemmer, Assistant Director of Utilities
Councilman J. Jason Gowen	Ryan Baker, Interim Fire Chief
Councilman Jim Hope	Don Roper, Chief of Police
Councilman David Moore	Dave Johnson, Utilities Director/City Engineer
Kemp Michael, City Attorney	Miles Braswell, Director of Streets and Solid Waste

Invocation

Mayor Bryan Hough gave the invocation.

Pledge of Allegiance

Boy Scout Troop 59 of the First United Methodist Church in Mount Holly led attendees in the Pledge of Allegiance.

Set the Agenda

Councilman Gowen made a motion to approve the agenda as presented. Councilwoman Breyare seconded the motion. All Council Members present voted in favor. (Motion carried)

CONSENT AGENDA

1. Approval of the 2015 Arts and Music Festival
2. Approval of Lien for Weeds and Grass
3. Approval of the 2015 Council Meeting Schedule
4. Approval of the Purchase of a Recycling Truck through Carolina Environmental Systems, Inc.
5. Approval of Reappointments to the Planning Commission
6. Call for a Public Hearing to Consider Amending Section 6.1 and Section 7 of the Mount Holly Zoning Ordinance Concerning Restricting Use of Existing Downtown Buildings
7. Call for a Public Hearing on the Clariant Street Closing Petition
8. Approval of the minutes of the November 10, 2014 Council Meeting

Councilman Bishop made a motion to approve the consent agenda. Councilman Gowen seconded the motion. All Council Members present voted in favor. (Motion carried)

PRESENTATIONS

1. Presentation of a Proclamation and a Key to the City to Master Lance Kirkland
Mayor Hough and the City Council presented Master Lance Kirkland with a Proclamation and Key to the City. Mayor Hough read the proclamation and invited Lance to sit with the Council for part of the meeting.
2. Recognition of Corporal Ronnie Parsons for being Awarded the Advanced Law Enforcement Certificate
Chief Don Roper recognized Corporal Ronnie Parsons for achieving his Advanced Law Enforcement certificate. This is the highest achievement for a law enforcement officer. The Mayor and City Council helped Chief Roper in congratulating Corporal Parsons.
3. Presentation of Employee Service Awards
Mayor Hough recognized the City Employees that have reached milestones in their career with the City of Mount Holly including special recognition of Sonny Rankin in the Streets and Solid Waste Department for 20 years of service and Buddy Rodgers in the Utility Department for 25 years of service.

PUBLIC HEARING

1. Public Hearing for Designating the Lentz-Springs House as an Historic Property
Mr. John Russell, chairman of the Preservation Commission, came before Council to request that the Lentz Springs house located at 16 Oak Grove Street in Mount Holly. He advised that the house was built in the 1870's and one advantages of becoming a historic property is there is a 50% reduction in taxes. He further advised that the Preservation Commission has to approve any changes made to the structure.
At this time, Mayor Pro Tem Toomey made a motion to enter into the public hearing. Councilwoman Breyare seconded the motion. All Council Members voted in favor.
With no one signed up to speak, Councilman Moore made a motion to close the public hearing. Mayor Pro Tem Toomey seconded the motion. All Council Members voted in favor.
Councilman Bishop made a motion to approve the Resolution (#121014A) Designating the Lentz-Springs House as an Historic Property. Councilwoman Breyare seconded the motion. All Council Members voted in favor.

PUBLIC COMMENT – Three (3) Minute Limit

Ruth Neely
159 Patrick Lane

Mount Holly, NC 28120

Ms. Neely came before the Council to thank them for their support of the Gaston County Arts Council. She added that the Arts Council would like to provide assistance to Mount Holly by promoting programs and events on their website.

OLD BUSINESS

1. Consideration and Approval of River Park Subdivision

Mr. Wilson gave a brief synopsis of the previous process that has taken place for River Park Subdivision. He advised that the applicant has agreed to conform to the City of Mount Holly Section 5.22 Design Regulations for Residential Structures Sub-section 1, 2 & 3 with the following conditions added:

1. Front façade materials shall be finished with brick, stone, stucco (as a veneer) or hardiplank.
2. No vinyl will be allowed as a façade finish material unless it is utilized for eaves or soffit.
3. Every home shall have a minimum of a 50 square foot front porch including pillars, posts or columns.
4. Every home will have a minimum 12 inch masonry, stucco, or stone finish around the perimeter foundation of the front elevation and all side elevations.
5. The developer/builder may choose to incorporate at a minimum, any 4 of the following 9 architectural features as appropriate for the architectural style: dormers, gables, double garage doors must have two single doors when facing a front street, eaves (minimum 10 inch projection which may include gutter), off-sets in building face or roof (minimum 16 inches), window trim (minimum 4 inches in width), bay windows, balconies, front entrances shall be raised a minimum of 2 feet at finished grade.
6. At a minimum, every 4th house shall have a different front façade.
7. All garage doors will include an architectural feature such as a window.

Furthermore, Mr. Wilson advised that the applicant has agreed to the following conditions pertaining to streetscape, buffers and landscaping:

1. Setbacks and yards will be provided per the exhibits and illustrations of the rezoning plan which indicate a front yard setback of 10 feet for non-corner lots and a front yard setback of 15 feet for corner lots. Homes with a front loaded garage shall have a minimum setback of 18 feet at the garage façade.
2. The street tree and landscaping of the development will meet the ordinance. All street trees shall be maintained by the property owner or HOA, the City shall assume no maintenance responsibility for trees that are placed in the street right-of-way.

The applicant has agreed to the following conditions pertaining to open space, passive park and greenways:

1. The original "South Trail" greenway will be constructed to meet the greenway standards of the City of Mount Holly (10' asphalt paved trail with 2' gravel shoulders). The South Trail and associated easement will be constructed prior to the platting of the 151st lot in the rezoning site area.
2. The developer will provide to the City a 30' easement for future greenway development extending from Sculpin Land to the north connecting to Drywall Drive.

Please note that some of the major changes from the Conditional District Site Plan that you saw in November and the Site Plan being presented today are as follows:

1. There will be no development of homes accessed from Nantz Avenue.
2. The Developer will not be constructing a greenway from Scuplin Lane to Drywall Drive.
3. The Developer is not offering the northern portion of PID 180026 to the City for future development of a park.

Councilman Hope explained that this is the last property in downtown and we need to make sure it is done right. Councilman Hope then made the motion to approve the rezoning request for tax parcels identification number's 180026, 216452, 180033 and 203453 from PUD R10 single family and R12 single family to conditional district single family detached attached (multi-family) and associated uses with no residential construction allowed on parcel's 180033 and 203453. Councilman Gowen seconded the motion. All Council Members voted in favor.

NEW BUSINESS

1. Consideration and Approval of a Partnership between the City and Ecorp

Ms. Karen Barber with Ecorps came before the City Council to request approval of an Memorandum of Understanding (MOU) between her company and the City of Mount Holly. The MOU would allow for a partnership with the City that would provide environmental programs to Mount Holly citizens without coming before the City Council before each program. It was the consensus of the Council to revisit this topic the Council Retreat.

2. Consideration and Approval of the Dixie Youth Baseball Proposal

Mr. Patrick Cook with Dixie Youth Baseball came before the City Council to ask the City to take over the program. He advised that he has met with representatives from the City and they have all agreed it would be best for the kids involved and the program itself to be a city program. Councilwoman Breyare made a motion to adopt and incorporate the Dixie Youth Baseball Program into the city recreation program. Councilman Gowen seconded the motion. All Council Members voted in favor.

OTHER BUSINESS

Mr. Jackson reminded the Council of some upcoming events--the Christmas after hours, the employee luncheon and the Sole Patrol lunch. Mayor Hough added that he would like for the City to put Christmas lights on the trees in the downtown.

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Moore made the motion to adjourn the December 8, 2014 Council Meeting. Councilman Gowen seconded the motion. All Council members present voted in favor. (Motion carried)

The meeting adjourned at 8:43 p.m.

City of Mount Holly
Special Meeting
Wednesday, December 17, 2014
6:30 p.m.

Call to Order

Mayor Hough called the Special Meeting to order at 6:30 p.m. The following were present:

Mayor Bryan Hough	Danny Jackson, City Manager
Mayor Pro-Tem Perry Toomey	Jamie Guffey, Assistant City Manager
Councilman Jerry Bishop	Greg Beal, Economic Development Director
Councilman Jim Hope	
Councilman David Moore	
Councilman Jason Gowen	
Councilwoman Carolyn Breyare	
Marie Anders, Assistant City Attorney	

Invocation

Councilman Gowen led the Council, staff and attendees in prayer.

Set the Agenda

Councilman Gowen made a motion to approve the agenda as presented. Councilman Moore seconded the motion. The motion carried with all Council members voting in favor.

Consent Agenda Item

- A. Call for a Public Hearing to consider a request to amend the proposed Riverfront Marina Development Plan

Councilman Gowen made a motion to approve the consent agenda.

Mayor Pro Tem Toomey seconded the motion. All Council Members present voted in favor. (Motion carried)

Presentation made by the Buxton Company regarding a proposed Business Recruitment Plan

Mr. Robb Miller with the Buxton Company came before the City Council to present their proposed business recruitment plan. He explained that their focus is economic development (retail) recruitment and also a plan to business. He advised that his company like to focus on keeping the local dollar. After further discussion, it was the consensus of the Council for staff and the City Attorney to have the scope of services ready for the January 12th meeting for approval.

Adjourn

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Gowen made the motion to adjourn the December 17, 2014 Special Council Meeting. Councilman Bishop seconded the motion. All Council members present voted in favor. (Motion carried)

The meeting adjourned at 7:32 p.m.

PRESENTATIONS

PUBLIC HEARINGS



City of Mount Holly Action Agenda Item

To: City Council

Date: January 7, 2015

From: Greg Beal, Planning Director

Meeting Date: January 12, 2015

Agenda Item to be considered: Public hearing and recommendation to City Council to consider amending Section 6.3 Educational and Institutional Uses, 6.4 Business and Professional Services and Section 7, Note 12, in the Zoning Ordinance to establish regulations for utilizing existing commercial buildings in the B-1 Central Business District by Churches; Synagogues and Other Associated Activities; Nursing and Convalescent Homes; Congregate Care and Group Care, Orphanages, Funeral Homes and Schools

Will this require a public hearing? ☒ YES ☐ NO

Background/Purpose of Request: It is very important to note that this proposal is simply an economic development initiative to preserve existing downtown buildings as places for commerce, which includes retail trade, and business & professional services, such as restaurants. In absolutely no way whatsoever does this affect any existing Churches; Synagogues and Other Associated Activities; Nursing and Convalescent Homes; Congregate Care and Group Care, Orphanages, Funeral Homes and Schools in the B-1 Central Business District (Downtown Mount Holly) as they are free to expand on their property, buy vacant land to construct new facilities, convert noncommercial structures (i.e. residential) into renovated facilities or demolish noncommercial structures for the purpose of constructing new facilities.

Purpose & Goals:

- 1) Encourage New Business Growth and Expansion
- 2) Increase the potential for dining and shopping opportunities in Downtown Mount Holly
- 3) Job Creation
- 4) Increased foot traffic during traditional business hours, which benefits other Downtown shops and restaurants.
- 5) Insure that there are enough public parking spaces in the future to serve Downtown merchants

As you may have heard, City Café closed at the end of December. While we are saddened by the news of losing a business, we also have to keep in mind that the City has invested a lot of time and money in making Downtown Mount Holly a place to do business. I have been talking to several property owners, who are concerned that vacant downtown commercial buildings could be transformed into "storefront churches," and the City would lose valuable retail/office/restaurant space, which would lessen foot traffic, harm recruitment of new retail ventures and restaurants and in turn, have a negative impact on other stores and dining-out places that have invested in Mount Holly. Please keep in mind that this is not intended to be discriminatory against any church or similar entity. In fact, prohibiting churches in a certain zoning district simply because they are churches is a clear violation of the First Amendment and the Federal law, Religious Land Use and Institutionalized Persons Act (RLUIPA). Churches should be able to grow and expand free from

discrimination, and to place special burdens on them simply because they are a church is unfair, discriminatory, illegal and unconstitutional.

This is simply an opportunity to carefully review and possibly amend Section 6, Table of Special and Permitted Uses, concerning the Educational and Institutional Uses, & Business & Professional Services (Funeral Homes) found in the Zoning Ordinance, as there are several uses that may not be in-line with the goals of economic growth and development in our downtown zoning district. The proposed text amendment would focus on prohibiting Churches; Synagogues and Other Associated Activities; Nursing and Convalescent Homes; Congregate Care and Group Care, Funeral Homes and Schools from being established in existing commercial buildings in the B-1 Central Business District in Downtown Mount Holly.

Timeline of Economic Development Efforts in Downtown

Early Spring 2003: The Strategic Vision Process, which saw a lot of public participation, labeled economic development and greenways as the Number 1 and 2 Goals; particular emphasis was placed on Downtown Mount Holly

May 2003: A \$5 million bond referendum was passed by a 2:1 majority. Liquor by the Drink also passed on this referendum.

March 2005: After 18 months of public meetings, The Manual for Development in Downtown Mount Holly (Costs: \$25,000) was completed and subsequently adopted by Council. This Manual required architectural standards for new and existing buildings, both commercial and residential to preserve the historic character of Downtown Mount Holly.

Fall 2006: The Downtown Gateway Overlay District, along NC 27 from Hwy 273 to the Catawba River Bridge, was established to protect the main entryway into Downtown. A list of "non-compatible uses" was established and an ordinance was adopted prohibiting these uses from being established in the Downtown Gateway Overlay District.

2007: At nearly \$3 million, as part of the bond money, the Downtown Streetscape was completed and dedicated.

June 2008: The City moved into the Mount Holly Municipal Complex, a multi-million investment in what is now part of the B-1 Central Business District.

April 2009: In an effort to "Extend Downtown to the River," the City-initiated a rezoning of 250 properties near the downtown area, to encourage higher residential density and more business opportunities. The City also rezoned the B-3 General Business properties in the Downtown Gateway, along NC 27, to B-1 Central Business District, where the architectural standards from the Downtown Design Manual would apply. Also, the City added to the list of prohibited uses in the B-1 Central Business District, uses the City believed to be not-in-line with the goals of Downtown Development.

June 2011: The Business Incentive Grant Program was adopted by Council; since its inception, \$123,500 has been awarded by the City to improve commercial buildings and spaces. Although this grant is not limited to Downtown Mount Holly, the

downtown has seen 4 new businesses created and 5 business expansions as a result of the grant. In 2014, \$60,000 was awarded to 4 businesses on South Main Street as part of the Business Incentive Grant Program.

June 2011: Phase 1 of the Linear Park was completed, a project that required 18 months of negotiating with CSX Railroad for contract approval. This \$1.5 million project overall, also received a \$100,000 Carolina Thread Trail grant. The Linear Park is the central cog-in-the-wheel of the entire-planned greenway system, linking downtown to the northern and southern legs of the greenway.

July 2012: Phase 2 of the Linear Park was completed, at a cost of nearly \$500,000, particularly focusing on connectivity and streetscape improvements along East Central Avenue and East Catawba Avenue.

December 2013: Many properties in the Downtown District were placed on the National Register of Historic Places; the Community Development Foundation invested \$10,000 on this project.

January 2015: The CaroMont Regional Medical Center in Mount Holly was completed at a cost of \$25 million. It is set to open on Tuesday, January 13th.

As one can see, over the past decade, there has been a lot of investment in Downtown Mount Holly.

Maps (See Email Attachment)

Staff did some research on the Traditional Downtown Area (before the Downtown Gateway was established) and found that it is 38 acres in size. 10.17 of these acres house churches, which make up 27% of our core Central Business District. It is important to note that First Methodist and First Baptist are not in the B-1 Central Business District, but are adjacent to it. However, it would be hard to argue against these two churches being important centerpieces in Downtown Mount Holly.

With the Downtown Gateway, 81 acres is now zoned as part of the B-1 Central Business District. Total church acreage is slightly larger at 10.84 acres of land or 13% of the total.

Within a One-Half Mile area of the center of Downtown, Residential zoning makes up 45%, Churches 5%, Parks <1%, Civic Uses 4% and Business or Business zoning with vacant land makes up 44%.

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: The Planning Commission, voted, by a 4-2 margin, to recommended that Council approve the text amendment changes to Section 6.3, Section 6.4 and Section 7, Note 12 of the Zoning Ordinance to establish regulations for utilizing existing commercial buildings in the B-1 Central Business District by Churches; Synagogues and Other Associated Activities; Nursing and Convalescent Homes; Congregate Care and Group Care, Orphanages, Funeral Homes and Schools (please see the highlighted changes attached with an * and underlined section in Note 12, signifying the recommended text amendments to the aforementioned sections.

Council, however, is not bound by the Planning Commission's recommendation. You have the following options available to you:

Option A: Deny the text amendment and direct staff to either pursue or not pursue working on any changes to what was presented before you.

Option B: Approve the text amendment changes as presented.

Option C: Allow Churches; Synagogues and Other Associated Activities; Nursing and Convalescent Homes; Congregate Care and Group Care, Orphanages, Funeral Homes and Schools to be located on the second floor or above of any commercial building in the B-1 Central Business District, provided that they meet fire and building code regulations and obtained proper permits for such. This option still meets the intent of preserving the ground floor and store fronts in existing commercial buildings as a place for businesses.

Result of City Council Decision:

Attachments: *Zoning Ordinance Section 6.3, Section 6.4 and Section 7, Note 12*

Maps (Separate Email Attachment)

Section 6.3 Education and Institutional Uses

Use Types	Note	SIC	R-A	R-20	R-12	R-10	R-8 SF	R-8 MF	R-D	M-H MU	O & I	B-1	B-2	B-3	L-1	H-1
ambulance services		4119									X	X	X	X		
cemetery		6553	X	X	X						X		X	X		
* churches, synagogues & other associated activities	12	8661	X	X	X	X	X	X	X	X	X	X	X	X		
colleges or universities		8220								X	X	X	X	X		
correctional institutions		9223														X
* day care centers (6 or more)	12 13	8322	X	X						X	X	X	X	X		
governmental, offices & facilities		0000	X	X	X	X	X	X	X	X	X	X	X	X	X	X
health and behavioral care facility		8059									X	X	X	X		
hospitals, public & private		8026								X	X	X	X	X		
libraries		8231								X	X	X	X	X		
museums or art galleries		8412								X	X	X	X	X		
* nursing and convalescent homes; congregate or group care	12	8050	X	X							X	X	X	X		
* orphanages	12	8361									X		X	X		
philanthropic institutions		8399								X	X	X	X	X		
post offices		7389									X	X	X	X		
psychiatric hospitals		8063									X	X	X	X		
public water & sewer lines; provided minimum water line is 6 inches & minimum sewer line is 8 inches unless otherwise specified by City		0000	X	X	X	X	X	X	X	X	X	X	X	X	X	X
retreat centers		0000	X	X						X	X	X	X	X		

Education and Institutional Uses (continued)

Use Types	N o t e	S I C	R- A	R- 20	R- 12	R- 10	R- 8 SF	R- 8 MF	R D	M H M U	O & I	B- 1	B- 2	B- 3	L- 1	H- 1
* schools, including public schools & private schools, having a curriculum similar to those given in public schools	12	8211	X	X	X	X	X	X	X	X	X	X	X	X		
* schools, specialty training, such as cosmetology, vocation or trade services, not elsewhere classified, where no retail, wholesale, or repair is conducted	12	8249									X	X	X	X		
specialty hospitals		8069								X	X	X	X	X		

Business, Professional and Personal Services (continued)

Use Types	N o t e	S I C	R- A	R- 20	R- 12	R- 10	R- 8 SF	R- 8 MF	R D	M H M U	O & I	B- 1	B- 2	B- 3	L- 1	H- 1
doctor's offices & laboratories		8000								X	X	X	X	X		
drive-in theaters	15	7833												X	S	
dry cleaning & laundry-facilities		7211								X		X	X	X		
economic, sociologic, or educational research		8732								X	X	X	X	X		
employment agencies, personnel agencies		7360								X	X	X	X	X		
equipment rental & leasing		7350										X		X		
equipment repairs, heavy		7690														X
equipment repairs, light		7690												X		X
exterminating services		7342												X		
finance or loan offices		6100								S	X	X	X	X		
food catering facility		0000									X	X	X	X		
fraternal organizations		8641	X	X							X	X	X	X		
freezer lockers		4222												X	X	
funeral homes	12	7261									X	X	X	X		
insurance agencies		6411								X	X	X	X	X		
Internal service facilities incidental to permitted uses including cafeterias, day care facilities, snack bars, pharmacies, optical stores & similar retail activities when conducted solely for use of employees, patrons or occasional visitors; provided, such activities are within the principal building & neither the facility in itself nor advertising for it are permitted beyond the premises		0000	X	X	X	X	X	X	X	X	X	X	X	X	X	X

4. Existing uses as described above which do not meet the one (1) acre minimum requirement of .A above at the time of the adoption of that provision may expand or be reconstructed provided such expansion or reconstruction meets the minimum dimensional requirements of the district in which located.

Note 10 **Golf Courses; Including Pro Shop**

- A. There shall be a fifty (50) foot minimum setback between clubhouses, swimming pools, lighted tennis courts, or athletic fields and adjacent residentially zoned property.
- B. Outdoor swimming pools shall be protected by a fence, or equal enclosure, a minimum of four (4) feet in height, and equipped with a self-closing and positive self-latching gate provided with hardware for permanent locking.

Note 11 **Swim and Tennis Clubs, Swimming Pools, Private**

- A. In any residential district the minimum area shall be one (1) acre.
- B. There shall be a fifty (50) foot minimum setback between clubhouses, swimming pools, lighted tennis courts, or athletic fields and adjacent residentially zoned property.
- C. Outdoor swimming pools shall be protected by a fence, or equal enclosure, a minimum of four (4) feet in height, and equipped with a self-closing and positive self-latching gate provided with hardware for permanent locking.



Note 12 **Churches; Synagogues and Other Associated Activities; Nursing and Convalescent Homes; Congregate Care and Group Care;**

- A. In any residential district:
 1. A minimum of one (1) acre shall be required to establish any one of the above uses.
 2. All structures including secondary and accessory structures shall be located a minimum of fifty (50) feet from any street line and property line.
 3. Any use listed above located in a residential district on a site greater than three (3) acres shall have frontage on a collector or thoroughfare street.

- 
4. Existing uses as described above which do not meet the one (1) acre minimum requirement of .A.I above at the time of the adoption of that provision may expand or be reconstructed provided such expansion or reconstruction meets the minimal dimensional requirements of the district in which located.
- B. 1. Churches; Synagogues and Other Associated Activities; Nursing and Convalescent Homes; Congregate Care and Group Care; Day Care Centers; Orphanages; Schools Public, Private, Specialty and Training; and Funeral Homes are prohibited as a permitted use in any existing commercial building in the B-1 Central Business District. However, these aforementioned uses are a permitted use by right on any parcel of land within the B-1 Central Business District, in which they are currently established at the adoption of this Ordinance.
2. Churches; Synagogues and Other Associated Activities; Nursing and Convalescent Homes; Congregate Care and Group Care; Day Care Centers; Orphanages; Schools Public, Private, Specialty and Training; and Funeral Homes may construct new facilities on vacant tracts of land within the B-1 Central Business District, by following the permitting process outlined in Section 15.2 and the design guidelines found in Section 5.22 of the Zoning Ordinance. However, none of these aforementioned uses may demolish an existing commercial building for the purpose of constructing a new facility.

Note 13 **Day care Centers (6 or more)**

- A. An adult or child day care center with six (6) or more attendees shall be operated as a principal use and subject to the following development standards:
1. An indoor activity area shall be provided equivalent to at least twenty-five (25) square feet per attendee.
 2. An outdoor activity area shall be provided equivalent to at least seventy-five (75) square feet per attendee and located outside of the street setback.
 3. Outdoor activity area(s) for children shall be enclosed by a security fence at least four (4) feet in height and located outside the street setback.



City of Mount Holly Action Agenda Item

To: City Council

Date: January 7, 2015

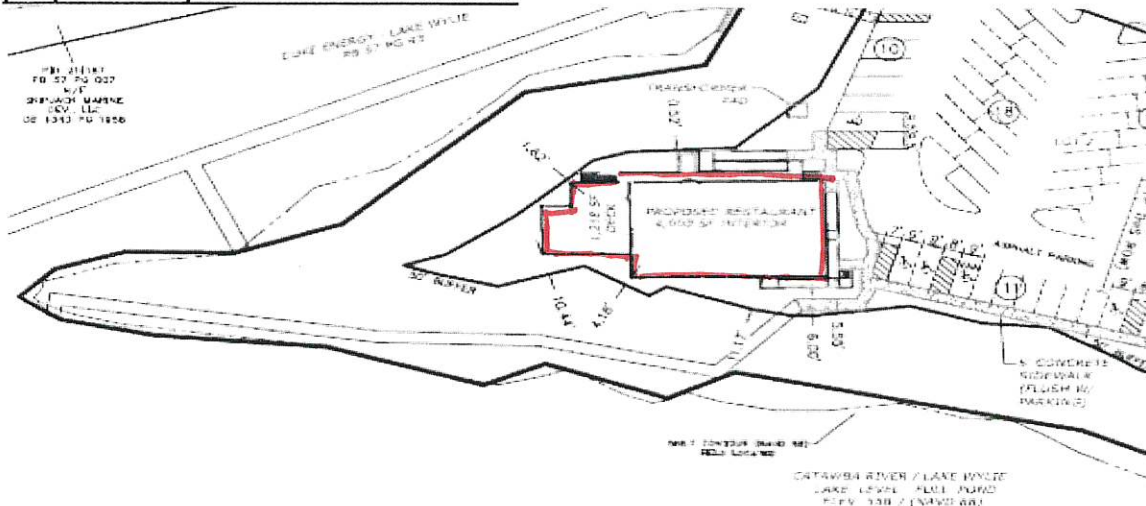
From: Greg Beal, Planning Director

Meeting Date: January 12, 2015

Agenda Item to be considered: Public hearing, regarding a request made by the Arnold Companies, to rezone three tracts of land, located at 990, 1000 and 1010 Marina Village Drive, identified as Tailrace Marina, Tax Parcel ID #'s 222554, 222555 and 222556 from Conditional District Multifamily/Commercial, approved on December 9, 2013 to Conditional District Multifamily/Commercial, based on a new development plan

Will this require a public hearing? ☒ YES ☐ NO

Background/Purpose of Request: The applicant, Mr. Ben Arnold, has purchased the property and has an approved set of civil drawings. He was set to break ground on the restaurant and upscale apartments, as he has received construction document approval and a zoning permit from the City. Unfortunately, his restaurateur had to de-commit from the project due to serious health issues (see attached letter). Also, the soil is poor in this area, and Mr. Arnold's structural engineer stated that it cannot handle the load of the 7,400 sq ft proposed restaurant without hundreds of thousands of dollars in additional foundation work. Mr. Arnold is sure that he can find a restaurant that can occupy a 5,000 sq ft restaurant space. However, before he can finalize the restaurant deal, he has to obtain zoning approval to not only market the package to a new restaurateur, but to also obtain financing from the bank. The new plan shows a 4,000 square ft restaurant with a 1,219 sq ft covered deck for dining. Additionally, Mr. Arnold would like to split a few of the three bedroom units to four, two-bedroom units because an additional market study showed that they would rent more easily. This would increase the number of units from 124 to 128 overall. These are the only items that are proposed to be changed from the December 9, 2013 rezoning. The developer will meet all the conditions laid out in the previous development plan. Mr. Arnold's investment in this project is \$2.5 million thus far, including the purchase of the land, payment of \$150,000 in system development fees, and numerous studies, such as traffic impact and a market analysis. Here is the proposed layout of the restaurant.



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: The Planning Commission made a unanimous recommendation to Council to approve the rezoning of three tracts of land, located at 990, 1000 and 1010 Marina Village Drive, identified as Tailrace Marina, Tax Parcel ID #'s 222554, 222555 and 222556 from Conditional District Multifamily/Commercial, approved on December 9, 2013 to Conditional District Multifamily/Commercial (proposed 1-12-15, based on a new development plan.

The Planning Commission outlined the following changes to the Order Granting Conditional District Zoning and the Conditional Use Permit. Please find this document attached with the changes underlined in bold:

Under 1 b: The minimum size of the full-service restaurant shall be 7,000 **5,000 sq ft.**, as measured by gross floor area.

Under 7: That the proposed, 424 **128** residential apartments be developed according to the plan, with a maximum height of 5 stories on the Catawba River-side and four stories on the townhome-side.

Under 8: That the amenity, defined as a Full-Service Restaurant be constructed prior to **or to coincide with** the construction of the proposed, 424 **128** residential units. Council had actually given the developer permission at the last rezoning in December 2013, to start the projects at the same time to reduce costs, and the residents at the Planning Commission hearing stated that they would prefer that the projects coincide so that they could get all the construction out of the way at once.

Result of City Council Decision:

Attachments: Letter from Mark Cumins, Hometown Hospitality & Liberty on the Lake
Proposed Order Granting Conditional District Rezoning & Conditional
Use Permit
Site Plan Exhibit A
Color Renderings (Separate email attachment)

Greg Beal

From: Mark Cumins [mcumins@hghosp.com]
Sent: Saturday, December 27, 2014 2:27 PM
To: gregbeal@mtholly.us
Cc: barnold@arnoldfamilycorp.com; Jerry Scheer
Subject: Lake Wylie

Greg Beal
Planning Director
City of Mount Holly

Dear Mr. Beal,

My name is Mark Cumins, and along with my business partner of 30 years Jerry Scheer, we own and operate Homegrown Hospitality Group. Liberty on the Lake, at Lake Murray, is one of our restaurants. We have worked with Ben Arnold for several years, and it has been a great relationship. Ben is a quality operator and developer, and we have done very well at Lake Murray.

We believe the project at Lake Wylie is a tremendous opportunity, and have had full intentions to build another Liberty there. Unfortunately, my partner was diagnosed with kidney cancer this past year, and has had to undergo intense chemo treatments, as well as having to have one of his kidneys removed this summer. While he is on the road to a successful recovery, his capacity as project developer and managing ongoing physical plant growth has been curtailed for the foreseeable near future. Jerry has always taken on the responsibilities associated with planning, designing, building and oversee all aspects necessary to get to the opening stages. Right now, it's just too much for us, as we also continue to operate 20+ full-scale busy restaurants. Therefore, we had to make the decision not to proceed with this particular planned restaurant. But we are helping Ben in his search for a quality replacement, and there are several interested groups that would easily fit the bill.

Ben has designed a great space, about 4000 sq ft of heated area, with another 1200 ft of covered deck. Even though we cannot do this particular project as originally planned, we continue to be supportive of Ben. He has always shown us integrity in his business dealings, and we know Lake Wylie will be successful on all fronts. If you have any questions, please contact me.

Thank you,

Mark Cumins

Mark Cumins | Owner
Homegrown Hospitality
1177 Southgate Drive
Charleston, SC 29407
cell: 843-412-8428
fax: 843-766-4358
mcumins@hghosp.com



Visit us at <http://www.hghosp.com/>

ORDER GRANTING CONDITIONAL DISTRICT REZONING & CONDITIONAL USE PERMIT

WHEREAS, Ben D. Arnold of BOI, LLC has filed a petition for rezoning of three tracts of land, totaling 8.02 acres in size, according to the recorded plat, dated 8/6/14 and prepared by Lucas-Forman, Inc. These three parcels of land are located at 990, 1000 & 1010 Marina Village Drive in the Riverfront Subdivision, and identified by Parcel ID #'s 222554, 222555 & 222556 by the Gaston County Tax Department; and

WHEREAS, Ben D. Arnold of BOI, LLC is requesting that the property be zoned Conditional District (CD) zoning, comprising commercial and multifamily uses; and

WHEREAS, in 2005, the General Assembly amended the zoning statutes to explicitly authorize the city use of conditional zoning as a legislative decision under G.S. 160A-382 (a) to provide that zoning ordinances may include, "conditional districts, in which site plans and individualized development conditions are imposed."

WHEREAS, the Mount Holly Planning Commission and City Council have conducted public hearings to consider the rezoning request, said hearings being held on January 5, 2015 and January 12, 2015, respectively.

NOW, THEREFORE, based upon authority granted by the General Statutes and Section 14.5 of the City of Mount Holly Zoning Ordinance, the City Council hereby grants a Conditional Use Permit under the guidelines of a Conditional District Rezoning for the herein described property, contingent upon the following conditions:

1.
 - a. That the property be developed according to plan, as prepared by Van Horn Hoover & Associates, Inc., of Charlotte, NC, dated December 10, 2014, and presented before the Planning Commission and City Council as Exhibit A.
 - b. The minimum size of the full-service restaurant shall be ~~7,000~~ 5,000 sq ft., as measured by gross floor area
2. That no vinyl, metal or aluminum siding used on-site.
3. That the conditions on prohibited uses from the 1997 Conditional Use Permit be added to the development plan.
4. That the development connects to the future Catawba River Greenway as a destination point through the preserving of the existing sidewalk along Marina Village Drive.
5. That the proposed development adheres to all the standards set forth in the Mount Holly Standard Detail.
6. That the developer use capped, decorative lighting throughout the development to reduce light pollution, which would affect adjoining property owners.
7. That the proposed, ~~124~~ 128 residential apartments be developed according to the plan, with a maximum height of 5 stories on the Catawba River-side and four stories on the townhome-side.
8. That the amenity, defined as a Full-Service Restaurant be constructed prior to or to coincide with the construction of the proposed, ~~124~~ 128 residential units.
9. That a four-way stop be installed at the intersection of Marina Village Drive and Riverfront Parkway, prior to construction; the stamped asphalt may be installed at a later date to reduce wear and tear.
10. That a full landscaping plan be submitted at the time of Construction Document review to City staff, meeting all the requirements of the Zoning Ordinance and Standard Detail.
11. That a pedestrian path of 5-feet in width, which shall be constructed of asphalt, concrete or boardwalk to match the existing marina pathways, be constructed to City standards at Lighthouse Drive on the marina property to provide pedestrian access to the restaurant for residents.
12. That no construction of docks, or anything other than the construction of infrastructure, residential units and the restaurant per the approved Conditional District plan be allowed; that no storage of dredge spoils or construction materials unrelated to the approved site plan be allowed on the property.

IN WITNESS WHEREOF, the City of Mount Holly has caused this instrument to be executed in its name as evidence of granting said Conditional Use Permit.

CITY OF MOUNT HOLLY

ATTEST:

Mayor

City Manager

[illegible]

C4.0

**RIVERFRONT DEVELOPMENT STANDARDS from 1997 APPROVED
REZONING**

1. STATEMENT OF INTENT

THE PETITIONERS DESIRE TO IMPOSE THE FOLLOWING CONDITIONS WITH RESPECT TO ANY DEVELOPMENT TAKING PLACE ON THE +/- 148 ACRE SITE KNOWN AS RIVERFRONT.

2. GENERAL PROVISIONS

EXCEPT AS OTHERWISE PROVIDED HEREINAFTER, ALL DEVELOPMENT STANDARDS ESTABLISHED UNDER THE ZONING ORDINANCE OF THE CITY OF DISTRICT CLASSIFICATION SHALL BE FOLLOWED IN CONNECTION WITH DEVELOPMENT TAKING PLACE ON THE SITE.

3. PLACEMENT OF BUILDING AND PARKING SPACES

NO BUILDING OR PARKING SPACES MAY BE CONSTRUCTED ON THE SITE OUTSIDE THE PERIMETER OF THE BUILDING ENVELOPE WHICH IS ESTABLISHED ON THE SITE PLAN.

4. USE LIMITATIONS

THE SITE MAY BE USED ONLY FOR ONE OR MORE OF THE USES PERMITTED UNDER THE B-3 DISTRICT CLASSIFICATION OF THE ORDINANCE. EXCEPT THAT IN NO EVENT WILL ANY OF THE FOLLOWING USES BE PERMITTED:

EDUCATIONAL AND INSTITUTIONAL USES

CEMETERY

BUSINESS, PROFESSIONAL AND PERSONAL SERVICES

ANIMAL CLINICS AND HOSPITALS

AUTOMOBILE REPAIR AND SERVICES

DRIVE-IN THEATERS

EXTERMINATING SERVICES

FUNERAL HOMES

GARDEN CENTERS AND RETAIL NURSERIES

REFRIGERATOR OR LARGE APPLIANCE REPAIR

SEPTIC TANK SERVICES

SERVICES STATIONS (NOT INCLUDING TRUCK STOPS)*

TAXI TERMINALS

TAXIDERMISTS

TIRE RECAPPING

TRUCK DRIVING SCHOOL
TRUCK AND UTILITY TRAILER RENTAL, SALES AND LEASING
(LIGHT)
UPHOLSTERING AND FURNITURE REFINISHING
VETERINARY SERVICES

RETAIL TRADE USES

AUTOMOBILE AND TRUCK DEALERS, NEW AND USED
FARM MACHINERY SALES AND SERVICES
FLEE MARKET
FUEL OIL SALES*
MOBILE HOME SALES AND SERVICES
MOTOCYCLES SALES
RECREATION VEHICLE SALES AND SERVICES*
SERVICE STATIONS, GASOLINE*
TIRE DEALERS AND SERVICES
TRUCK STOP

WHOLESALE TRADE

AGRICULTURAL PRODUCTS, OTHER
BAKERIES; WHOLESALE
~~BEER, WINE, DISTILLED ALCOHOLIC BEVERAGES~~
CHEMICALS AND ALLIED PRODUCTS
FARM SUPPLIES, OTHER
LUMBER AND OTHER CONSTRUCTION MATERIALS
MACHINERY, EQUIPMENT AND SUPPLIES
MARKET SHOWROOMS (FURNITURE, APPAREL, ETC.)
MOTOR VEHICLES, PARTS AND SUPPLIES*
MOVERS AND STORAGE OPERATIONS
PETROLEUM AND PETROLEUM PRODUCTS*
RESINS
TRUCKING AND FREIGHT TERMINALS

OTHER USES

AGRICULTURAL PRODUCTIONS (CROPS)
FORESTRY
HORTICULTURAL SPECIALTIES
PRIVATE GREENHOUSES

* EXCEPT THOSE USES PERTAINING TO NORMAL AND CUSTOMARY
OPERATION OF A MARINA FACILITY.

5. BUILDING EXTERIORS

ALL BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR ERECTED
UPON THE SITE SHALL CONFORM TO THE MINIMUM STANDARDS
SPECIFIED UNDER THE ORDINANCE.

6. OFF STREET PARKING

OFF STREET PARKING SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE ORDINANCE.

7. SETBACK REQUIREMENTS

SETBACK REQUIREMENTS, NO STRUCTURE, BUILDING OR ANY PART THEREOF MAY BE LOCATED ON ANY LOT NEARER THAN 25 FEET FROM THE ADJOINING RESIDENTIAL USES.

8. SCREENING

ALL SCREENING SHALL COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE.

9. SIGNS

ALL SIGNS SHALL COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE.

10. STORMWATER DRAINAGE

ALL DEVELOPMENT SHALL COMPLY WITH THE STORMWATER DRAINAGE REGULATIONS CONTAINED IN THE ORDINANCE.

11. WATERSHED REGULATIONS

ALL DEVELOPMENT SHALL COMPLY WITH ANY APPLICABLE WATERSHED REGULATIONS CONTAINED IN THE ORDINANCE.

12. SQUARE FOOTAGE LIMIT (B-3 CU)

TOTAL SQUARE FOOTAGE OF ALL STRUCTURES BUILT WITHIN THE B-3 CU ZONING SITE SHALL NOT EXCEED 50,000 SQUARE FEET.

OLD BUSINESS



City of Mount Holly Action Agenda Item

To: City Council

Date: January 7, 2015

From: Greg Beal, Planning Director

Meeting Date: January 12, 2015

Agenda Item to be considered: Consideration and Approval of Scope of Services with Buxton Company regarding a proposed Business Recruitment Plan

Will this require a public hearing?

☐ YES

☒ NO

Background/Purpose of Request: In our September EDC meeting, it was the unanimous consensus of the group that we should proceed with scheduling a presentation with Buxton. As most of you know, the City is exploring ways at bringing retail opportunities to Mount Holly. Based on the talks that Mr. Jackson and I have held with Buxton company officials, particularly Robb Miller and Cody Howell, we feel that Buxton could be a valuable resource as we try to recruit new businesses to our city. Buxton is a large retail recruitment firm out of Forth Worth, TX. Since last year, Buxton evaluated 80,000 sites that resulted in 7,500 new stores opening across the country. Kingsport, TN partnered with Buxton in 2009, and has seen a \$1.1 million increase in sales tax receipts, bringing in new retailers and attracting more residents. Through a multiyear approach, Buxton will research data to show who the citizens are, where they live, how far they are willing to drive, and what they buy. They also help local businesses understand how to better stock their shelves and market their businesses.

Buxton would also look at consumers' brand loyalty, their hobbies and media preferences to get an accurate profile of the community. That data is given to the retailers to let them know how a community lives their life and spends their money. Each community has a "unique thumbprint." Mr. Miller stated, "We want to match you to retailers that are going to last in your community." Mr. Jackson and I both agreed that having a "retail thumbprint" is critical in knowing what companies, (i.e. restaurants, hotels, grocery stores) would locate in Mount Holly. Otherwise, we would possibly be wasting time and resources talking with businesses that would never locate here because of proximity to other stores, demographics, median household income, shopping habits, etc.

On October 23rd, the EDC held a special meeting to hear a presentation from Buxton. Robb Miller and Cody Howell made their second trip from Texas to Mount Holly, and went into great detail on what Buxton does to recruit new businesses to a city. The EDC felt the timing was right to proceed with a proposal and presentation from Buxton to City Council, and solidified this recommendation by making a unanimous vote. On December 17th, Council held a special meeting to hear a presentation from Robb Miller on Buxton's proposal for Retail Recruitment for Mount Holly. After the presentation, Mr. Miller answered any questions that Council had; Council then directed staff to work on a contract for services with Buxton. Due to Buxton's legal team being largely away from the office over the holidays, our City Attorney's office did not get the contract for services until late Monday afternoon. Marie Anders, Assistant City Attorney, has been working diligently with Robb Miller on the contract. However, at the meeting, it is recommended that if the contract is not finalized, Council at least vote to proceed or not proceed with the services outlined in the

proposal. I have attached legal recommendations from the City Attorney's Office, sent by Assistant City Attorney Marie Anders.

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
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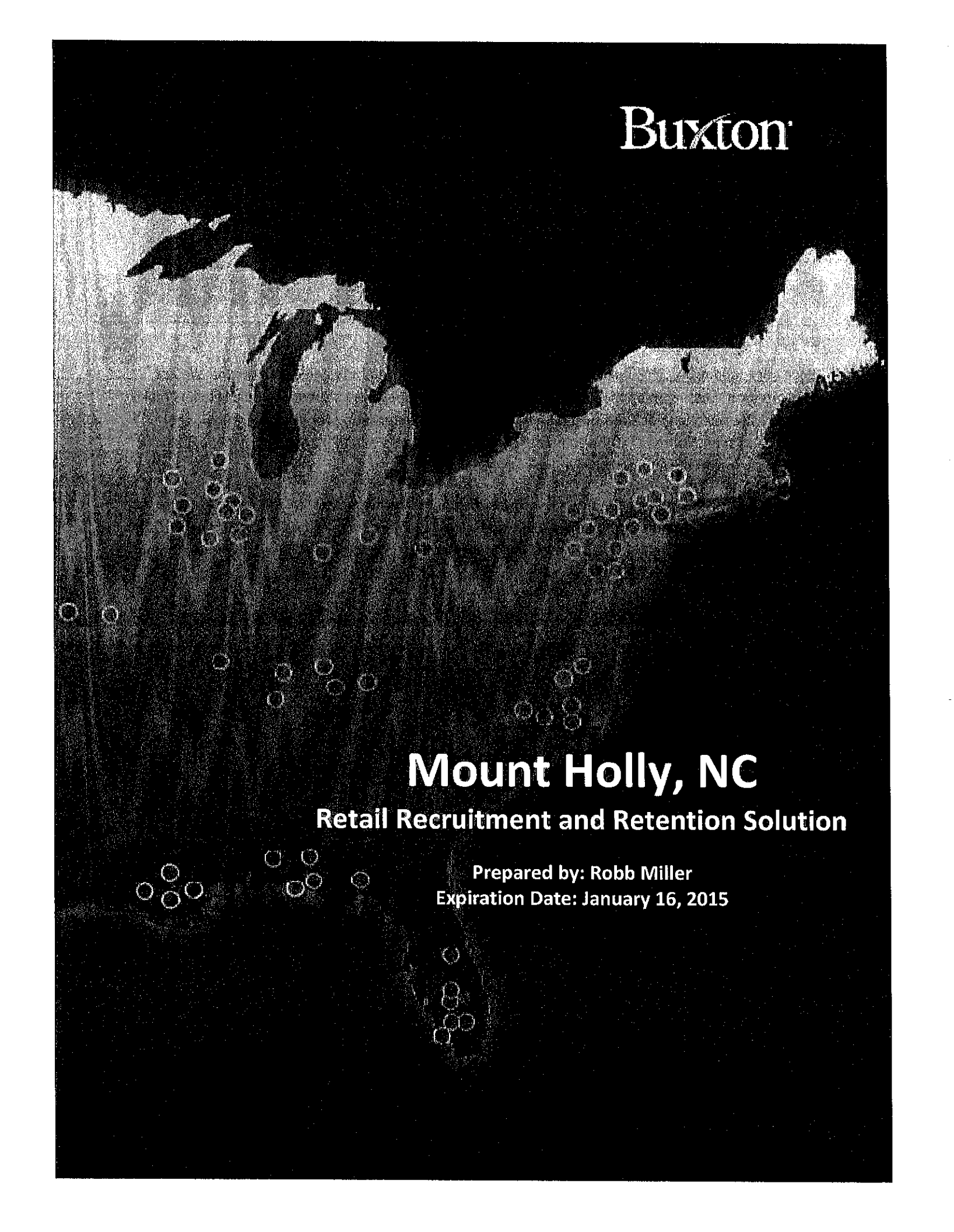
It is important to note that if staff receives direction from Council to proceed on working with Buxton for a contract for services, the City Attorney and Finance Department will be heavily involved in that process.

Manager/Staff Recommendation: Staff recommends that the City proceed with finalizing the proposal and contract for services for Retail Recruitment with Buxton. Robb Miller will be flying in from Ft. Worth, Texas to attend this meeting. He will again be available to answer any questions.

Result of City Council Decision:

Attachments: Buxton Proposal

Legal Recommendations (Proposed Changes to the Buxton Agreement)



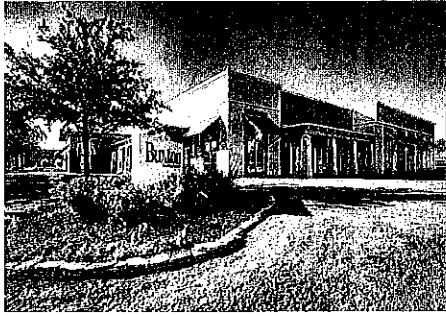
Buxton

Mount Holly, NC

Retail Recruitment and Retention Solution

Prepared by: Robb Miller

Expiration Date: January 16, 2015



BUXTON IS YOUR **COMPETITIVE ADVANTAGE**

OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site and development. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets and soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.

More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection and recruitment. And our clients benefit from our unique understanding of retail site selection from the retailer's point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizen's desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services.
- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
 - 3000+ retail, restaurant, and healthcare clients
 - 650+ public sector clients nationwide
 - 35+ million square feet of retail space
 - 500+ cumulative years of retail management and economic development experience
- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT, with the touch of a button from any mobile device. Get the insights and answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand.
- **Develop a Long-Term Partnership.** You will receive personal guidance and ongoing insight into key industry topics.

SECTION 1: SCOPE OF SERVICES

Buxton is pleased to present this proposal to Mount Holly, NC. The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

Mount Holly, NC's Objectives

1. Recruit new retailers and restaurants
2. Retain existing retailers and restaurant
3. Understand current retail and restaurant economic condition

Retail Recruitment and Retention Solution: Your Community Profile

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to Mount Holly, NC utilizing custom marketing packages that Buxton will create for you. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions providing you with instant credibility and the ability to differentiate your community.

Step 1 - Research Your Community

Buxton uses over 250 consumer and business databases that are updated regularly and compare your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

Step 2 – Define and Evaluate Your Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology and knowledge of individual retail client's actual trade areas. Your drive-time trade area will be provided to you as a map that accurately depicts your consumer shopping patterns.

Step 3 – Profile Your Trade Area's Residential Customers

Your community profile will analyze all the households in your drive-time trade area. Based on more than 7,500 categories of lifestyles, purchase behaviors and media reading and viewing habits (psychographics), the households in your trade area are assessed to gain an understanding of the types of retailers that would be attracted to your site.

Step 4 – We Match Retailers and Restaurants to Market Potential

Buxton will match the consumer profile of your community's trade area against the customer profiles of 5,000+ retailers in our proprietary database. We will identify the similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm to determine if your site presents an attractive opportunity for each retailer. We then qualify the list of matched results to verify that a retailer is currently operating or expanding, that they operate in similar sites and that your site affords adequate buffer from competition and cannibalization to be realistically considered.

Step 5 – We Create Marketing Packages

Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers and will notify each retailer's key real estate decision maker, by letter that they have been qualified by Buxton as a potential viable fit for your site and should expect to be contacted by a representative of the city.

Your marketing packages will be delivered to you in SCOUT and include:

1. Map of the retail site and trade area
2. Map of retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics and consumer profile with the retailer's sites in similar trade areas

Solution Deliverables:

- SCOUT Touch Access
- Drive Time Trade Area Maps
- Retail Site Assessment
- Retail Match List (specific retailers that match your trade area's consumer profile)
- Retailer Specific Marketing Packages (for up to twenty (20) retailers)
- Mobile tablet device at completion pre-loaded with all findings

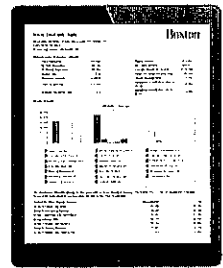
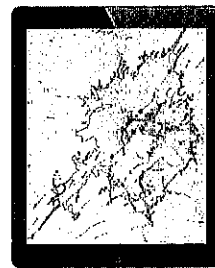
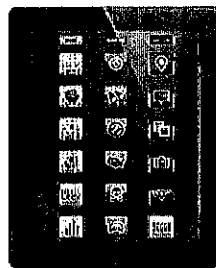
Multi Year Deliverables: Year 2 & 3 of this agreement will include a Retail-Recruitment model refresh, retail marketing packages, and full SCOUT and SCOUT Touch.

Access and Use Your Retail Recruitment Solution via SCOUT

Buxton's Retail Recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform which is accessible on any Windows or iOS enabled device with an internet connection and designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment solution includes one (1) mobile tablet device which will be provided at completion and will be pre-loaded with all key findings. This mobile tablet device, possession of Mount Holly, NC, is enabled with four (4) SCOUT Users with the ability to **run demographic and trade area profile reports**, and view maps, and other data elements.

Identifying and quantifying the key variables which impact your community, you will acquire insights from these findings that will provide you with a strong foundation from which to understand retail recruitment and business retention efforts. In Buxton's SCOUT Touch you will be able to:

- Identify Retail Matches
- Run Variable Reports
- View City Limit Maps
- Run Healthcare Reports
- Run Demographic & Consumer Propensity Reports
- See Aerial View
- View Physician Intelligence
- Run Comparable Reports
- Run Retail Leakage/Surplus Reports



ANSWERS AT YOUR FINGERTIPS. ANYTIME. ANYWHERE.

SECTION 2: FEES & TIMING

ANNUAL FEE	SOLUTION TIMELINE
\$50,000 (three (3) year term)	- Your SCOUT access will be enabled within ten (10) business days of the execution of this agreement - Mount Holly, NC will have access to retail match lists and marketing packages within sixty (60) business days of execution.

Mount Holly, NC will be invoiced as follows:

- \$50,000 Year 1 Fee (Invoiced upon execution of this agreement)
- \$50,000 Year 2 Fee (Invoiced 1st Anniversary of this agreement)
- \$50,000 Year 3 Fee (Invoiced 2nd Anniversary of this agreement)

The initial term of this agreement is for three (3) years with services invoiced annually. However, at any time during this initial 3-year term, Mount Holly, NC may cancel services for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal. If Mount Holly, NC cancels services prior to the expiration of the initial term, Mount Holly, NC will be invoiced 10% of the remaining balance. All service fees associated with this agreement are due in net (10) days of the date of the invoice.

Buxton may include Mount Holly, NC on its client list in presentations and public relations efforts. When doing so, Buxton will not reveal information that is confidential and proprietary to Mount Holly, NC.

Buxton

Signature

Printed Name

Title

Date

Mount Holly, NC

Signature

Printed Name

Title

Date

Please provide us with a primary point of contact for invoice receipt.

Name _____

Phone _____

Email _____

Preferred Method of Receipt (Email or U.S. Mail)

APPENDIX A: PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement"), dated as of January 5, 2015 (the "Effective Date"), is by and between the Buxton Company ("Buxton"), a Texas corporation with its principal offices at 2651 South Polaris Drive, Fort Worth, TX 76137, and Mount Holly, NC ("Client"), a corporation, with its principal offices located at 400 East Central Avenue, Mount Holly, NC 28120.

RECITALS

- A. Buxton is in the business of providing value added customer and site selection solutions, market research, consulting and other related professional services.
- B. Buxton has submitted to Client and Client has accepted the Proposal, dated January 5, 2015.
- C. Client desires to engage Buxton to perform the services described in the Proposal.

In consideration of the foregoing and of the covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Services Provided. In accordance with the terms and conditions set forth in this Agreement and the Proposal (and any amendments thereto), Client hereby engages Buxton, and Buxton hereby accepts such engagement. Buxton agrees to perform its services in a professional, timely and competent manner. If there is a conflict between the terms and conditions of this Agreement and any Proposal, the provisions of this Agreement will govern and control.

2. Compensation. Client shall pay Buxton the fees and reimbursements as defined in the Proposal. If Buxton performs at Client's request, any services not specified in the Proposal, Client shall be charged at the rates specified by Buxton and agreed to by Client at such time for such services performed. Unless specified otherwise in the Proposal, Buxton will submit an invoice to Client setting forth the services rendered upon completion of Client requested services. All invoices are deemed overdue ten (10) days after the invoice date. Invoices not timely paid will incur a service charge of one percent (1%) per month, on the outstanding balance or the maximum legal rate allowed by law, whichever is less.

3. Term of Agreement.

a) Term. The initial Contract Period will start on the Effective Date of this Agreement and thereafter continue for a period of three (3) year (the "Basic Term"). This Agreement shall thereafter automatically renew for subsequent one (1) year terms, unless either party provides the other party with written notice of termination at least three (3) months prior to expiration of the Basic Term or any subsequent renewal terms. Sections 7, 8, 13 and 14 hereof shall survive the expiration or termination of this Agreement

b) Termination.

i. Either party may terminate this Agreement if the other party breaches any of the material terms of this Agreement, and the breaching party fails to cure such breach within 30 days after receipt of written notice thereof from the non-breaching party.

ii. Either party may cancel this Agreement immediately, without liability, upon the happening of any of the following or any other similar event: (1) insolvency of the other party; (2) filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law; (3) execution of an assignment for the benefit of creditors; or (4) appointment of any trustee or receiver of the other party's

business or assets or any part thereof; unless such petition, assignment or appointment is withdrawn or nullified within 15 days of such event.

iii. Client may, at its option, terminate this Agreement immediately upon or any time after any breach by Buxton of Section 7 or Section 8d hereof.

iv. Upon termination or expiration of this Agreement, (1) Buxton shall provide its services for up to an additional 90 days at the prevailing price agreements unless otherwise negotiated; (2) Buxton shall return all of Client's property within 10 days of Client's demand for return of the same; and (3) Client shall pay all Undisputed Amounts due to Buxton within ten (10) days after the final Invoice has been received from Buxton.

4. Approval. Buxton's services will be subject to the approval of Client as specified in the Proposal.

5. Ownership.

a. Buxton will provide its services in accordance with the terms of this Agreement, including the Proposal, and Buxton will have sufficient rights in and to the external data used for analysis to permit Buxton to fulfill its obligations under this Agreement. All Client customer, store and prospect data and the deliverables and outputs developed for the Client by Buxton are the sole and exclusive property of the Client. All formulae, processes, systems, machines, compositions of matter (or improvements thereof), computer programs, know-how, discoveries, techniques, drawings, specifications, reports, software and other patentable inventions used to provide the Services are the sole and exclusive property of Buxton.

6. Independent Contractor. Buxton is an independent contractor in the performance of its duties under this Agreement. Accordingly, Buxton shall be responsible for payment of all taxes arising out of Buxton's activities in accordance with this Agreement, including but not limited to federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between the parties, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

7. Confidential Information. The terms of the Mutual Non-Disclosure Agreement, by and between Buxton and the Client dated as of January 5, 2015 (the "NDA Agreement") are incorporated herein by reference and are in addition to any other confidentiality terms provided herein. This Section 7 shall govern and control over any conflicting provisions in any Proposal.

8. Representations and Warranties of Buxton. Buxton hereby represents and warrants to Client as follows:

a. No Conflict with Other Documents. Neither the execution, delivery, nor performance of this Agreement will result in any violation, termination or modification of, or be in conflict with, Buxton's Articles of Incorporation or by-laws, any terms of any contract or other instrument to which Buxton is a party or by which Buxton is bound, or any license, permit, judgment, decree or order applicable to Buxton.

b. Authority. The execution, delivery and performance of this Agreement by Buxton has been duly authorized by all requisite corporate approvals, and this Agreement is a valid and legally binding obligation of Buxton, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally, and except as specific enforcement and other equitable remedies may be subject to the discretion of a court.

c. Standard of Performance. Buxton will perform its services in a timely, competent and professional manner consistent with the customs and practices of its industry. Buxton shall not be in breach of this Agreement and shall have no liability to Client hereunder to the extent that Buxton's failure to perform under this Agreement arises from, or is attributable to, information provided to Buxton by Client that is delayed, incorrect or incomplete. Client acknowledges that third party applications are involved in the services that Buxton is to provide pursuant to this Agreement. Client acknowledges that Buxton cannot customize, design, modify or otherwise alter third party applications.

d. Data Security/Confidentiality. With respect to any and all information disclosed by Client to Buxton including, but not limited to, any of Client's customer data or information (collectively, "Client Information"), Buxton shall: (i) assure and guarantee strict confidentiality and security of all Client Information, (ii) not use or disclose any Client Information for any purpose other than the purpose for which Buxton received such Client Information under this Agreement or any Proposal and (iii) disclose Client Information only to Buxton's employees whose duties reasonably require access to such Client Information and who have signed a confidentiality agreement with respect to the same. Buxton shall not share any Client Information with any third party without Client's prior written consent to be determined in Client's sole and absolute discretion. Buxton shall not include any Client Information in any modeling or other compilation of data for Buxton's internal purposes or for Buxton's use with any other clients. Buxton

also represents and warrants that it currently follows industry best practices as a means to prevent any compromise of its information systems, computer networks, or data files ("Systems") by unauthorized users, viruses, or malicious computer programs which could in turn be propagated via computer networks, email, magnetic media or other means to Client. Buxton agrees to immediately give Client written notice if the security of its Systems are breached or compromised in any way. Buxton shall apply appropriate internal information security practices including, but not limited to, using appropriate firewall and anti-virus software, maintaining such countermeasures, operating systems and other applications with up-to-date virus definitions and security patches; installing and operating security mechanisms in the manner in which they were intended; and permitting only authorized users access to computer systems, applications and related links. Buxton specifically agrees to use up-to-date anti-virus tools to remove known viruses from any email message or data transmitted to Client and prevent unauthorized access to any Client Information and systems via Buxton's networks and access codes. This Section 8d shall govern and control over any conflicting provisions in any Proposal.

e. Compliance with Laws. In performing under this Agreement, Buxton shall, and each service delivered under this Agreement shall, comply with applicable federal, state and local laws, statutes, ordinances, rules, regulations and codes.

f. Intellectual Property. Buxton's products and services delivered or performed hereunder do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any other proprietary, intellectual property, industrial property, contract or other right held by any third party. Buxton shall defend at its own expense any suit or action brought against Client based on a claim that Buxton's products or services infringe on any patent or copyright or other intellectual property right, and shall pay all costs and damages awarded there-from. If use of any of Buxton's products and/or services is enjoined, Buxton shall at its option and own expense either produce for Client the right to continue to use such product and/or services, or replace it with a

substantially equivalent non-infringing product and/or service, or modify such product and/or service so it becomes non-infringing.

g. Software Integrity. Buxton has tested any software that will be used by Client with diligent care with the latest tools for viruses, worms, trap doors, back doors, timers, clocks, counters or other limiting routines, instructions or designs that would erase data or programming, otherwise cause anything in which such software is embedded to become inoperable or incapable of being used in the full manner for which it was designed and created or cause any of Client's confidential information (including any of Client's customer data) to be transmitted to a third party ("Disabling Code"). Buxton also warrants that, as a result of these tests, there is no Disabling Code in any such software or any media with such software.

h. Additional Warranties. The warranties set forth in this Agreement are in addition to any other warranties made by Buxton including warranties of merchantability and fitness for a particular purpose.

9. Representations and Warranties of Client. Client hereby represents and warrants to Buxton as follows:

a. Authority. The execution, delivery and performance of this Agreement by Client has been duly authorized by all requisite corporate approvals, and this Agreement is a valid and legally binding obligation of Client, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally, and except as specific enforcement and other equitable remedies may be subject to the discretion of a court.

10. Limitation of Liability. Except as to Buxton's obligations provided herein under any data security provisions, confidentiality provisions, intellectual property infringement provisions or indemnification provisions, Client hereby expressly agrees that Buxton's liability in connection with the performance of services hereunder and under any Proposal, as Client may elect, shall be Buxton's re-performance of such services or Buxton's refunding of any fees Client has paid for such services and certain other costs mutually agreed to by Buxton and Client resulting from Buxton not performing its services in accordance with this Agreement and/or the applicable Proposal. EXCLUDING ANY THIRD-PARTY CLAIMS ARISING UNDER ANY INDEMNIFICATION HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATIONS, LOST BUSINESS OR LOST PROFITS) WHETHER FORSEEABLE OR NOT AND HOWEVER CAUSED.

11. Counterparts. This Agreement may be separately executed in several counterparts, all of which together shall constitute one Agreement, notwithstanding that all signatories have not signed the same counterpart.

12. Governing Law. The parties agree that this Agreement shall be deemed to be a contract made under the laws of the State of Texas without regard to its choice of law rules. Any dispute arising herein shall be brought forth in a court of competent jurisdiction in the State of Texas.

13. Limited Indemnification

a. Buxton agrees that it shall indemnify and hold harmless Client, its subsidiaries, officers, directors, employees and agents and their respective successors and assigns from and against any and all liabilities, claims, demands, damages, expenses (including reasonable attorneys' fees and expenses), fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising out of or related to the performance by Buxton of services under this Agreement (collectively, "Buxton Losses").

b. Buxton agrees that it shall, upon the request of Client, assume the defense of any judicial action that may arise in connection with Buxton Losses and shall utilize in such defense counsel that is acceptable to Client, acting in its reasonable discretion.

c. Client agrees that it shall indemnify and hold harmless Buxton, its subsidiaries, officers, directors, employees and agents and their respective successors and assigns from and against any and all liabilities, claims, demands, damages, expenses (including reasonable attorneys' fees and expenses), fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising out of or related to the performance by Client of services under this Agreement (collectively, "Client Losses").

d. Client agrees that it shall, upon the request of Buxton, assume the defense of any judicial action that may arise in connection with Client Losses and shall utilize in such defense counsel that is acceptable to Buxton, acting in its reasonable discretion.

e. Buxton and Client agree that all provisions of this paragraph 13 shall survive the termination of this Agreement.

14. Employment of Buxton/Client Employees.

a. For the term of this Agreement, each party agrees not to recruit and or employ any employee of the other party.

b. The provisions of this Section 14 shall survive the expiration or other termination of this Agreement.

15. Notices. All notices, claims, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by facsimile transmission, or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

If to Client:

Name

Title

Company

Mount Holly, NC

Address

400 East Central Avenue, Mount Holly, NC 28120

Telephone:

704-827-3931

Fax:

Email:

If to Buxton:

Name:

David Glover

Title:

Chief Financial Officer

Address:

2651 South Polaris Drive

Fort Worth, Texas 76137

Telephone:

817.332.3681

Fax:

817.332.3686

Email:

dglover@buxtonco.com

or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above, provided that notice of a change of address shall be deemed given only upon receipt.

16. Entire Agreement. This Agreement (including Appendices and the Mutual Non-Disclosure Agreement dated represents the entire agreement between the parties and are made a part of this Agreement and incorporated by reference herein. This Agreement is not subject to change or modification except by written agreement signed by both parties. This Agreement

supersedes all prior agreements or assertions, whether oral or written, and this Agreement supersedes all other communications between the parties.

17. Force Majeure. Neither Buxton nor Client shall be in default hereunder by reason of its delay in the performance or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules or regulations, delays in transit or delivery, or any factor beyond its control or without its fault or negligence. Notwithstanding anything to the contrary set forth in this Agreement, if either party's delay in performance or failure to perform persists for at least 10 consecutive days, the non-delaying party shall have the right, in its discretion, to terminate without liability its obligations under this Agreement upon written notice to the affected party.

18. Assignment. Assignment by Buxton of any right, obligation, duty or of any other interest hereunder, in whole or in part, shall require prior written consent of Client, which consent shall be granted if such assignment is in connection with the sale of all or substantially all of the assets of Buxton to a successor that agrees in writing to be bound by all of the terms and provisions of this Agreement and if Client in its good faith discretion is satisfied that such successor has the capability to perform Buxton's obligations under this Agreement. All rights, obligations, duties and interests of any party under this Agreement shall inure to the benefit of and be binding on all successors in interest and assigns of such party and shall survive any acquisition, merger, reorganization or other business combination to which it is a party.

19. No Implied Waivers. Failure by either party at any time to require performance by the other party of any provision hereof shall in no way affect the right to require full performance any time hereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

20. Requisite Authority. The individuals executing this Agreement on behalf of Buxton and Client, respectively, have all the requisite authority to execute it in the capacities listed herein and have been duly authorized by Buxton and Client, respectively, to execute this Agreement.

21. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not limit, modify or affect in any way the meaning or interpretation of this Agreement.

22. Neither Party to be Considered Drafter of this Agreement. Neither Buxton nor Client shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

23. Severability. To the extent any provision contained herein is construed to be illegal, invalid, or unenforceable, such provision shall be deemed stricken and deleted from this Agreement to the same extent as if never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision which is illegal, invalid or unenforceable, in part, shall continue in full force and effect. Notwithstanding the prior sentence, if the deletion of any provision under this section causes a material modification of this Agreement, Buxton and Client agree to terminate this Agreement and negotiate a new agreement to govern their relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Buxton Company

Mount Holly, NC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



BUXTON IS YOUR **COMPETITIVE ADVANTAGE**

Our Retail Recruitment solution is a total marketing strategy that enables community leaders to immediately implement a retail development program. It provides the same analytical information retailers depend on today to make site selection decisions so that you will have a compelling case as to why your County/community/site can support new store and restaurant locations and expansions. Additionally, Retail Recruitment identifies specific retailers who seek a market with household purchasing habits just like yours, and we provide custom marketing packages targeted to that specific retailer.

Retail Recruitment goes beyond a plan. It allows you to be proactive and take the initiative rather than waiting and hoping something happens.

Deliverables

- Drive Time Trade Area Map
- Retail Site Assessment (retail potential of up to three selected sites)
- Retail Match List (specific retailers that match the households in the trade area)
- Retailer Specific Marketing Packages (for up to twenty (20) retailers)
- SCOUT online access to deliverables

Benefits

- Maximize revenue growth to fund County services.
- Retain dollars that are being spent outside the community.
- Create new, permanent jobs.
- Satisfy citizens' desire to shop at home.
- Partner with the leader in site selection analysis to the retail industry.
- Establish credibility with decision makers by providing factual evidence to support your location.
- Use competitive analysis to close the deal.
- A dynamic, consumer-oriented retail sector is a component of a healthy economy.

Buxton's Retail Recruitment

Since our founding in 1994, Buxton has been a leading force in retail location and development. We are recognized for creating solutions that provide results.

Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets. Buxton leaders soon realized that the company's expertise in retail location and market analysis could also be leveraged to benefit communities desiring retail expansion. Please note that in this proposal the term "retail" and "retailer" is inclusive of restaurants.

Retail Recruitment Retail Matching

Designed specifically for use in community economic development programs, Buxton's *Retail Recruitment Retail Matching* process has assisted more than 650 public sector clients nationwide, resulting in the development of more than 35 million square feet of retail space. We integrate our impressive technical capabilities with more than 500 cumulative years of retail management and local economic development experience to help municipalities achieve their retail goals.

More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique location requirements of retailers, developers and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection and recruitment. And our clients benefit from our unique understanding of retail site selection from the retailer's point of view. The combination of technical expertise and professional guidance gives municipalities the capacity to immediately implement an effective retail development program.

Benefits of Partnering with Buxton

With Buxton's Retail Recruitment Solution you have immediate access to:

- **Retail Industry Expertise.** Gain a competitive position by working with professionals who have years of retail management experience plus current insights into your community and site selection processes and trends.
- **Community Development Best Practices.** Expand and sharpen your business development focus by incorporating best practices discovered by Buxton through daily work with local governments across the nation.
- **Proprietary Systems.** Gather useful information by having Buxton's technology specialists analyze your trade area accessing data stored on Buxton's in-house databases.
- **Personalized Content.** Advance your business recruitment program by receiving personal guidance from our staff and ongoing insight into key industry topics via our monthly e-newsletter, webcasts and other interactive tools.
- **Long-Term Partnership.** As a Buxton client you may utilize our booth space as a central meeting location and display marketing collateral specific to your County. Additionally, a Buxton representative will be available for on-going calls and emails related to your needs.

Procedures

Once you have engaged Buxton to work with you, a project team will be assigned to guide you through the entire process—from initial data collection to final presentation of the results. This team consists of:

- Account manager, who will serve as your primary source of communication during the project
- Geographic Information System specialist, who will analyze your trade areas and create customized maps and reports
- Professionals with backgrounds as retail executives and economic development practitioners, who will address your unique challenges and help maximize your opportunities

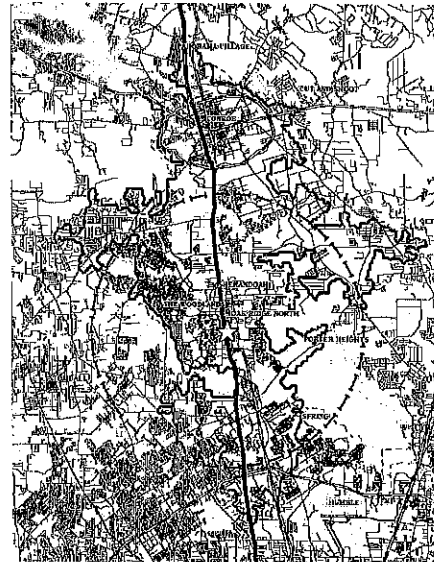
Data Collection

Buxton uses over 250 consumer and business databases that are updated throughout the year, and in some cases, every month. Although it is possible to obtain these databases for less expense on a community or regional basis, Buxton buys and is licensed to use the complete U.S. datasets. With this information Buxton can compare your potential location to the universe of all competing locations operating in the U.S.

Researching and Verifying Your Retail Trade Area

The location decision process for all retailers begins with the collection, analysis and evaluation of numerous location variables such as demand density, customer buying habits, economic trends, competition, traffic volumes, and available sites to name a few.

The process will start with the in-depth collection of data using the same location variables that we use for our retail clients to qualify sites for the location of their retail stores and restaurants. One goal is to define current retail situations in the trade area and in any neighboring communities that impact on the retail environment. The other goal is to understand the community's expectations and desires. This analysis includes personal visits to the community, collection of data components necessary to conduct the analysis and identification of market influencers.



Drive-Time Trade Area Definition

Customers today shop by convenience, measuring distance based on time, not mileage. Retail Matching will employ a custom drive-time analysis to determine your trade area. This custom analysis is developed using an in-house database supported by our knowledge of individual retail client's actual trade areas.

The resulting drive-time trade area map will be a polygon that more accurately depicts consumer shopping patterns than radial rings or hand drawn catchment areas.

To assure the accuracy of the drive-time trade area, the draft maps are reviewed with community leaders and verified before proceeding with the next step.

Evaluating Your Retail Potential

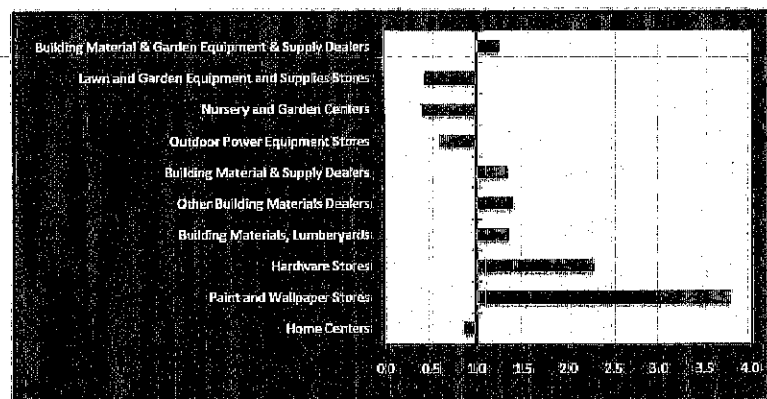
The purpose of the evaluation phase is to understand what makes your trade area market distinctive and valuable from a retailer's viewpoint and scrutiny.

Our evaluations capitalize on Buxton's working knowledge of the retail marketplace and the evolving location requirements and expectations of today's retailers. Combining this knowledge with our economic development competencies allows us to evaluate and recommend proven community practices. Our evaluations do not rely on dated government research or national/state statistics, all of which fail to reflect local realities. Rather, we implement our real-world experience gained from working with local governments that have opened more than 35 million square feet of new or expanded retail space. We know how to help you sharpen your retail marketing strategy, aggressively market the County and improve your market performance.

Retail Leakage/Supply Analysis

The Retail Leakage/Supply Analysis provides an estimate of retail dollars flowing in or out of the trade area. The two main components of this analysis are: 1) current sales (supply) by retail store type, in dollar amounts, and 2) estimated sales potential (demand) for retail store type, in dollar amounts.

We first calculate a sales gap index that illustrates your ability to capture your residents' expenditures.



The sales gap index provides a relative comparison of leakage/surplus and an estimate of the dollars that are being spent outside the trade area (leakage) and the amount of dollars coming in from outside the trade area (surplus).

Local Business Retention and Expansion

The Consumer Propensity Report (CPR) shows the lifestyle, product, and psychographic likelihood indices for the consumers within the trade area being analyzed. Major retail, restaurant, grocery, and consumer packaged goods firms use this very same information to drive marketing and merchandising decisions.

Information is provided for thirty-two (32) major categories with more than 4,800 total line items. Please note that line items are based upon national-level purchasing and lifestyle characteristics. These line items are then correlated to the underlying household characteristics of the consumers within the trade area being analyzed. Some line items may not be necessarily relevant or available in your market

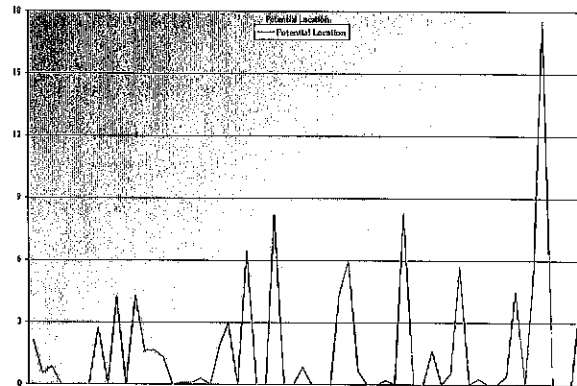
or region. The score in these situations serves to indicate the degree to which the consumers would participate in or purchase that item if it were relevant and available. Often this is taken as an opportunity for expansion of a similar brand or concept within the category.

The CPR is designed to assist the County in developing local business retention and expansion strategies. The County will be armed with fact-based data to assist independent retailers to make merchandising and marketing decisions.

Customer Profiling

The Retail Matching process will identify and analyze all the households in your drive-time trade area. Based on more than 75,000 categories of lifestyles, purchase behaviors and media reading and viewing habits (psychographics), the households in your trade area are assessed to gain an understanding of the types of retailers that would be attracted to your community. Our in-house databases include both traditional demographic data and the most current psychographic lifestyle information for over 120 million households in the U.S. (as well as up to seven individuals living in each of these households).

Each household in a trade area falls into one of 60 market segments reflecting the buying habits of customers in the household. The blue line in the adjacent figure graphically profiles the households in a County's trade area.



Retail Site Assessment

Buxton will analyze three (3) distinct retail location/geographic areas, selected by the County. Based on our collective experience in retail locations, the following factors are considered:

- Psychographic analysis of households in trade area
- Demand for retail goods and services
- Growth plans and relevant development
- Retail goals of the community

Buxton will develop a demand density profile of the trade area. Demand density measures the bottom-line value of the customers in the trade area—who they are, how many there are and what they buy. One of the significant advantages of Buxton is our ability to take the demand density data and creatively translate it into a proactive market strategy tailored to take advantage of your County's strengths and to achieve its retail goals.

Matching Retailers and Restaurants to Market Potential

Based on the Retail Site Assessment, you will select one (1) location for retail matching analysis. Once the site for retail matching has been selected and the consumer profiles in the trade area have been determined, Buxton will match these profiles against the customer profiles of 5,000+ retailers in our proprietary database.

In the adjacent figure, the blue line indicates the customer profile of households in a community's trade area. The red bar represents a specific retailer's customer profile. A similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm concludes that this site is an opportunity for a specific retailer to open a successful store.

These matches result in a list of possible retailers. To develop the preliminary retail match list, Buxton analyzes a number of factors about each possible retailer to qualify it. This analysis is designed to eliminate those retailers that for any reason would not be a candidate. Considered in this analysis are such factors as, verification that a retailer is currently operating or expanding into your market, location of operations in similar cities, and competition and cannibalization from nearby locations.

Once this analysis is complete, the preliminary list of retailers will be discussed and reviewed.

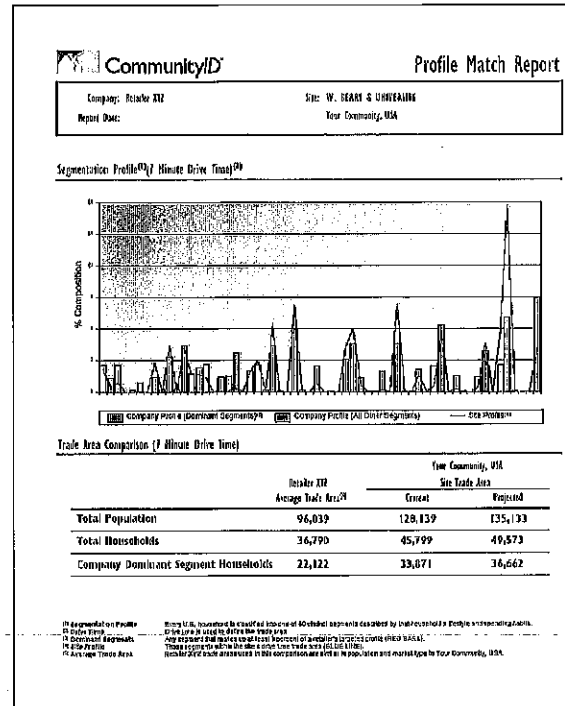
Delivering Marketing Packages

Buxton will assemble an individualized marketing (pursuit) package for up to twenty (20) targeted retailers. Each marketing package will be delivered electronically to facilitate convenient delivery of these packages to targeted retailers, developers and brokers. At the client's request, Buxton can provide a hard copy of each of these twenty (20) packages.

Each marketing package contains:

1. Map of the retail site and trade area
2. Map of retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics with the retailer's locations in similar trade areas
4. Demographic and psychographic profiles of the households in the trade area

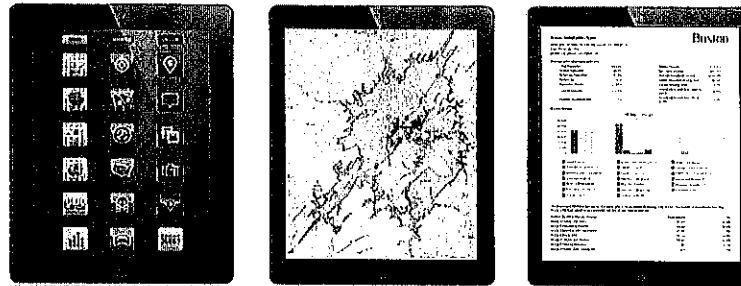
Buxton targets not only specific companies, but also the individual in the company who has the responsibility for location decisions. To provide the best possible reception when the targeted retailer is contacted, Buxton notifies each company that you have been qualified by Buxton as a potential viable location for a store, restaurant or development and should expect to be contacted by a representative of the County.



SCOUT Touch

Delivery and Interaction Platform

Buxton's Retail Recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform which is accessible on any Windows or iOS enabled device with an internet connection and designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment solution includes one (1) iPad which will be provided at completion and will be pre-loaded with all key findings. This iPad is your property and is enabled with four (4) SCOUT Users with the ability to **run demographic and trade area profile reports**, and view maps, and other data elements.



ANSWERS AT YOUR FINGERTIPS. ANYTIME. ANYWHERE.

Identifying and quantifying the key variables which impact your community, you will acquire insights from these findings that will provide you with a strong foundation from which to understand retail recruitment and business retention efforts. In Buxton's SCOUT Touch you will be able to:

- Identify Retail Matches
- Run Variable Reports
- View County Limit Maps
- Run Healthcare Reports
- Run Demographic & Consumer Propensity Reports
- See Aerial View
- View Physician Intelligence
- Run Comparable Reports
- Run Retail Leakage/Surplus Reports

Project Requirements

To effectively initiate this project, we request that you provide the following:

1. Project Liaison

You will designate a project manager who will serve as Buxton's primary contact during the project.

2. Community Information and Reports

- Logo (vector file – request from your ad agency and/or printer)
- Addresses and descriptive information for up to three sites that will be evaluated
- List of planned retail, commercial or mixed use (either proposed or in development) in the community
- List of major, national or regional retailers that have closed, left or moved from the community

3. Project Launch

A conference call with you representatives and the Buxton Project Team will officially launch the project. The project launch will occur when:

1. An agreement is executed
2. The initial payment is received, and
3. The Community Information and Reports are received

BUXTON'S EXTENSIVE EXPERIENCE MODELING, AS WELL AS OUR UNPARALLELED DATA AND TECHNOLOGY, MAKE US THE MOST QUALIFIED COMPANY TODAY TO EFFECTIVELY SOLVE YOUR RETAIL RECRUITMENT CHALLENGES.



Robb Miller, Director of Sales

CommunityID

rmiller@buxtonco.com



Cody Howell, Vice President &

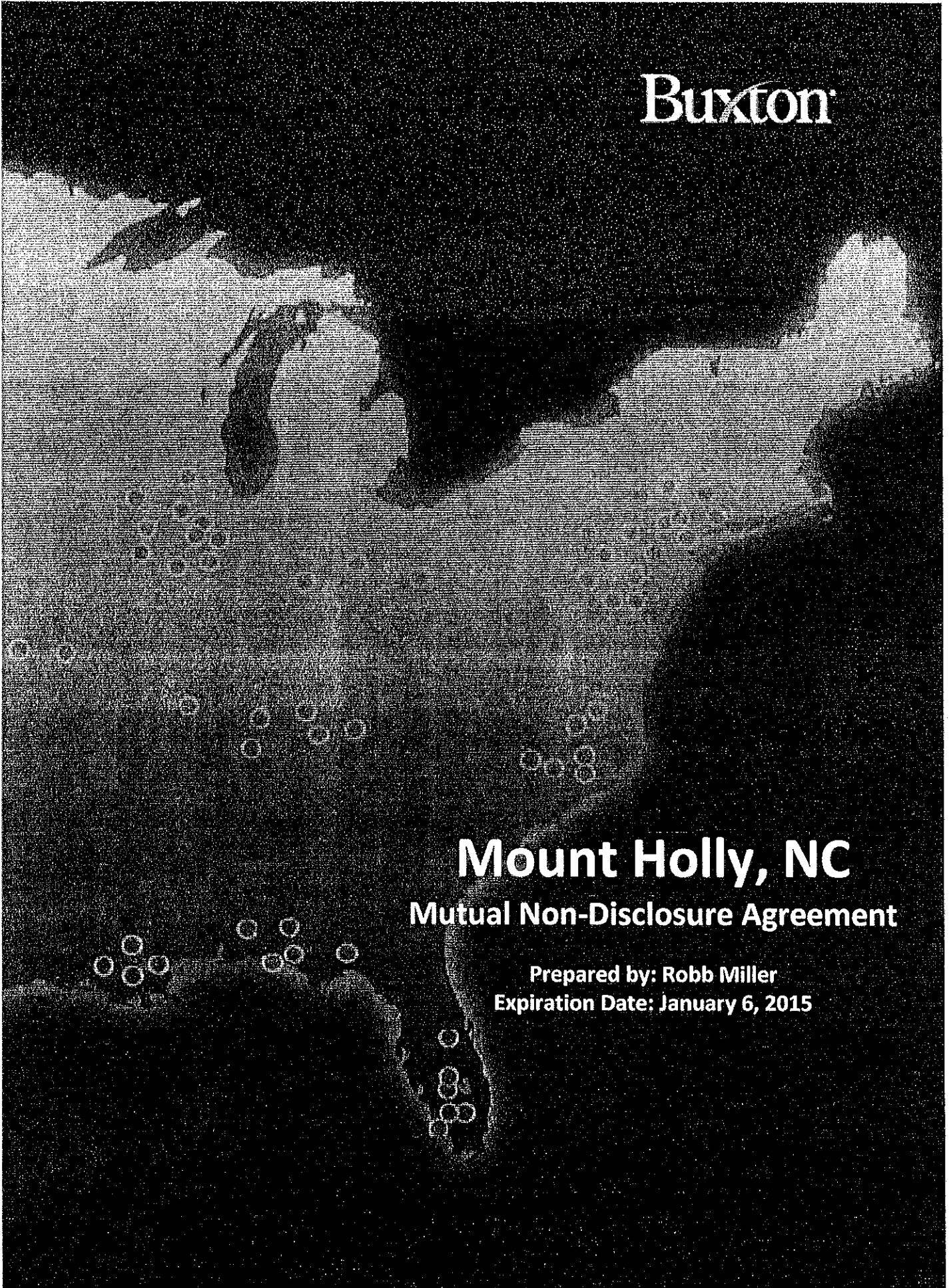
General Manager

CommunityID

chowell@buxtonco.com

Find out more about Buxton's solutions.

WWW.BUXTONCO.COM



Buxton

Mount Holly, NC

Mutual Non-Disclosure Agreement

Prepared by: Robb Miller
Expiration Date: January 6, 2015

This **MUTUAL NON-DISCLOSURE AGREEMENT** ("NDA Agreement") dated as of January 6, 2015 (the "Effective Date"), is by and between the Buxton Company ("Buxton"), a Texas corporation with its principal offices at 2651 South Polaris Drive, Fort Worth, TX 76137, and Mount Holly, NC ("Client") with its principal offices at 400 East Central Avenue, Mount Holly, NC 28120. Buxton and Client are referred to individually as a "**Disclosing Party**" or "**Receiving Party**" and collectively as the "**Parties**".

1. Purpose. In connection with a potential business opportunity, transaction or relationship of mutual interest ("**Business Relationship**"), the Parties desire that the Disclosing Party disclose certain information to the Receiving Party that the Disclosing Party desires the Receiving Party to treat as confidential.

2. Confidential Information. As used herein, "**Confidential Information**" shall mean any and all information, knowledge and intelligence of any type whatsoever, whether in oral, written or electronic form, relating in any manner to the party possessing, owning and disclosing such information ("**Disclosing Party**"), including, but not limited to, trade secrets, marketing strategies, business strategies, financial information, service information, customer lists, customer information, supplier information, procedures, research, lists, methodologies, software and computer systems, intellectual property, source or object code, contracts, business records, and know-how; provided, however, any information that is either (i) generally known by, or available to, the public, (ii) was available to the Receiving Party from a source other than the Disclosing Party who was authorized to disclose such information, or (iii) is otherwise independently known to, or developed by, the Receiving Party without reference to the Disclosing Party's Confidential Information, shall not be considered Confidential Information. The Disclosing Party shall not have any obligation to specifically identify any information to which the protection of this NDA Agreement applies by any notice or other action.

Each Party acknowledges that the Disclosing Party has delivered, is delivering, or will deliver Confidential Information to the Receiving Party in reliance upon the promises, agreements and undertakings contained in this NDA Agreement, and on the continuing condition that the Parties fully comply with such promises, agreements and covenants

3. Non-use and Non-disclosure. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to evaluate and engage in discussions concerning the Business Relationship. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Receiving Party under this NDA Agreement. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties except to those employees, agents and consultants (the "**Representatives**") of the Receiving Party who have a *bona fide* need to know the information in order to evaluate or engage in discussions on behalf of the Receiving Party concerning the Business Relationship. The Receiving Party shall take reasonable measures to ensure that its Representatives comply with the obligations contained in this NDA Agreement and shall be liable to the Disclosing Party for any breach by it or its Representatives of confidentiality with respect to the Disclosing Party's Confidential Information.

4. Maintenance of Confidentiality. The Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information. The Receiving Party shall not make any copies of the Confidential Information of the Disclosing Party except for the purpose contemplated hereby. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original.

5. No Obligation. Nothing herein shall obligate either Party to proceed with the Business Relationship or any transaction between the Parties, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this NDA Agreement concerning the business opportunity.

6. No Warranty. ALL CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's request.

8. No License. Nothing in this NDA Agreement is intended to grant any rights to the Receiving Party under any patent, mask work right or copyright of the Disclosing Party, nor shall this NDA Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein.

9. Term. The confidentiality obligations of the Receiving Party hereunder shall survive until such time as all Confidential Information of the Disclosing Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.

10. Remedies. Each Party agrees that any violation or threatened violation of this NDA Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies.

11. Miscellaneous. This NDA Agreement shall bind and inure to the benefit of the Parties and their successors and assigns. This NDA Agreement shall be governed by the laws of the State of Texas, without reference to conflict of laws principles. This document contains the entire agreement between the Parties with respect to the subject matter of this NDA Agreement and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth in this NDA Agreement. Any failure to enforce any provision of this NDA Agreement shall not constitute a waiver of that provision or of any other provision. This NDA Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this NDA Agreement as of the date set forth below.

Buxton Company

Mount Holly, NC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BUXTON PROFESSIONAL SERVICES AGREEMENT COMMENTS

1-7-15

1. The Agreement should refer to the Proposal (now located in front of the Agreement) as Exhibit "A" and the Appendix with further detail regarding the Proposal (now located after the Agreement) as Exhibit "B", and they should be labeled and attached as such and incorporated by reference. Therefore, change the first paragraph, section B to read as follows: "Buxton has submitted to Client and Client has accepted the Proposal, dated January 5, 2015, marked as Exhibit "A" and attached hereto and incorporated herein by reference." Change the first paragraph, section C to read as follows: "Client desires to engage Buxton to perform the services described in the Proposal and the Appendix marked as Exhibit "B" and attached hereto and incorporated herein by reference."
2. In the first paragraph, the name of the "Client" should be the City of Mount Holly, North Carolina, a North Carolina municipal corporation.
3. Paragraph 2 regarding Compensation: Change the 2nd sentence to read, "If Client requests Buxton to perform any services not specified in the Proposal, Buxton will give notice to Client that such services are outside the scope of the Proposal and the parties shall negotiate a mutually agreed upon amount for such services."
4. Paragraph 3 (a): Change the 2nd sentence to read: "This Agreement shall thereafter automatically expire unless the parties enter into a written agreement for a renewal term."
5. Paragraph 3 (b): This subparagraph is in conflict with the Proposal which was given to the Council for their December 17, 2014, meeting. This subparagraph needs to be changed to incorporate the voluntary termination provision in Section 2 of the Proposal. Therefore, add a new paragraph 3 (b) (v.): "At any time during this initial 3-year term, Client may cancel services for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal. If Client cancels services prior to the expiration of the initial term, Client will be invoice 10% of the remaining balance."
6. Paragraph 7: This paragraph should be removed, as the NDA Agreement is not required.
7. Paragraph 8(c): Remove the last two sentences. Per Robb Miller, there will be no third party applications used.
8. Paragraph 12: This contract must be made under the laws of the State of North Carolina and any dispute must be brought in North Carolina.
9. Paragraph 15: Notices should be given to Danny Jackson, City Manager, dannyjackson@metholly.us. The rest of the information is correct.
10. Paragraph 16: Remove reference to the NDA, since not required. Should refer to Exhibits A & B.

11. Proposal, Section 2: The Year 1 Fee should be invoiced \$30,000.00 upon execution and \$20,000:00 in 90 days.
12. A pre-audit certificate made by the City of Mount Holly's Finance Director should be added.

NEW BUSINESS



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: January 05, 2015
From: Miles Braswell, Director	Meeting Date: January 12, 2015

Agenda Item to be considered:

Beaty Road / Ferstl Avenue Intersection Improvements

Will this require a public hearing? ☐ YES ☒ NO**Background/Purpose of Request:**

Merrick and Company (design engineering firm) prepared plans/specifications for the Beaty/Ferstl Intersection Improvement project, combined with the Rankin Avenue paving project in January 2014. This project was initially bid on February 26, 2014 with the Beaty/Ferstl portion being removed from the contract and was re-designed due to being over budget. The initial Beaty/Ferstl low bid portion was approximately \$483,000.

A second set of plans/specifications were prepared by Merrick and the project was advertised November 16, 2014 with seven (7) contractors submitting bids on January 5, 2015 at 2:30 PM. The below table lists the bid amounts:

Contractor	Base Bid
Tarpon Construction, Inc.	\$248,610.00
Bell Construction Co., Inc.	\$251,500.00
United Construction, Inc.	\$287,550.00
Blythe Development Co.	\$294,000.00
Sealand Contractors Corp.	\$331,000.00
John E. Jenkins, Inc.	\$337,332.00
Blythe Construction, Inc.	\$674,000.00

A ten (10%) percent contingency is recommended to be added to the base bid to cover unforeseen conditions during construction. The contingency may only be used by the contractor upon written instructions from the City's Project Manager. Any contingency amount remaining at contract completion will revert to the City.

It is my recommendation to award the Beaty Road/Ferstl Avenue Intersection Improvement project to Tarpon Construction, Inc. at \$273,471.00, funded from the Powell Bill.

Construction is anticipated during the Spring of 2015 and will extend eighty (80) calendar days.

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:	\$ 273,471.00		
Budget Code	40-570-5030		
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation: Approval to award the Beaty Road/Ferstl Avenue Intersection Improvement project to Tarpon Construction, Inc. at \$273,471.00

Result of City Council Decision: _____

Attachments: None



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: January 05, 2015
From: Miles Braswell, Director	Meeting Date: January 12, 2015
Agenda Item to be considered:	
2015 Community Waste Reduction and Recycling Grant	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request :	
The N.C. Department of Environment and Natural Resources (NCDENR) has released a Request for Proposals for the 2015 Community Waste Reduction and Recycling Grant to assist local governments with the implementation, expansion and improvement of waste reduction and recycling programs. Currently, there are no recycling opportunities along the downtown streetscape or in Tuckaseegee Park. This grant will allow for projects that create away-from-home recycling opportunities. The City's grant proposal will provide a total of twenty six (26) combination trash/recycling receptacles in the downtown streetscape (8 receptacles) and in Tuckaseegee Park (18 receptacles). Along with Tuckaseegee Park's receptacle purchases, concrete pads will be constructed to place these receptacles. The total project amount is \$54,049.74, with a fifty percent (50%) cash match in the amount of \$27,024.87 from the City's funds. The Streets and Solid Waste budget will represent \$13,512.44 and the Parks and Recreation budget will represent \$13,512.43. The proposals are due by 5:00 PM on Friday, February 27, 2015. NCDENR expects preliminary award announcements will be made in April 2015 and anticipates that grant contracts resulting from this grant cycle will begin July 1, 2015 and end June 30, 2016.	
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:	\$27,024.87
Budget Code	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: Approval to submit a proposal to NCDENR for the 2015 Community Waste Reduction and Recycling Grant.	
Result of City Council Decision:	
Attachments:	



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: January 7, 2015
From: Ryan Baker, Interim Fire Chief	Meeting Date: January 12, 2015
Agenda Item to be considered:	
Bid Waiver – Purchase of new fire truck	
Will this require a public hearing? ☐ YES ☐ NO	
Background/Purpose of Request :	
On January 5, 2015 the Mount Holly Fire & Rescue Department was contacted by Atlantic Coast Fire Trucks a distributor for Smeal Fire Apparatus for the expiration of the bid quote for the single purchase, or double purchase of the fire apparatus on January 15, 2015. If the contract is signed before January 15 2015 this will save the City a 3% price increase (\$14,652.00 per truck). If the City purchases two trucks then there is an additional \$10,512.00 discount for a two chassis purchase. Smeal has also included a \$17,928.00 discount per truck for their return buyer program. Atlantic Coast Fire Trucks is the local dealer for Smeal Fire Trucks. 2015 Spartan/Smeal Pumpers (2) year Bumper to Bumper Warranty, 30 year Sub Frame warranty (2) On the road Service Techs. 9'8" Height 1750/2000gpm Pump for MAX ISO credit 750 gal. water Air Bags for fire fighter safety 300 cubic feet of compartment space 110 cubic feet of Hose storage ALL LED lighting system for long term maintenance UPF water tank with Lifetime warranty Multi-Purpose use in ALL Fire/Rescue incidents Smeal will be the awarded vendor, Acceptance and Award # _____, by the National Joint Powers Alliance (NJPA). Through NJPA's bid and selection process, this qualifies the City to waive the competitive bidding procedures.	
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:	\$ Quote
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☐ N/A
Manager/Staff Recommendation:	
Result of City Council Decision:	
Attachments: Atlantic Coast Fire Trucks Quote	

Mount Holly Fire & Rescue Department

At the beginning of the 2014-2015 budget staff was directed to spec a fire truck to replace the fire engine located at the Headquarters Station. A committee was formed consisting of seven staff. The idea was to get a broad spectrum of input into the next apparatus purchase. In realizing the possible need for more than one apparatus in the next few years the committee set forth on the spec of two apparatus with the other truck being at Catawba Heights.

Currently we have three first out apparatus that are serving as frontline apparatus that are quickly approaching their service life. This is determined by two ways; years of service and the apparatus wearing out due to high call volume. The National fire protection Association (NFPA) is the highly recommended guideline fire departments follow, NFPA 1911 recommends first due apparatus of 15 years and then back up for another 5 to 10 for a total of 25 years. Below is a breakdown of the two trucks that were spec to be replaced in the future.

#1 Engine 34 Headquarters Station

- Over 100,000 miles on the chassis
- 13 years old, and one of the busiest trucks in the County
- This truck needs to be placed in to a reserve role
- The transmission is in need of a rebuild
- Currently we use Ladder 34 as a backup if the Engine 34 goes out of service this limits the amount of water carried to the scene of a house fire. Reduced from 750 gallons of tank water down to 250 gallons of tank water. To put this into perspective one of our 1 ¾ fire hose lines flows 150 gallons a minute. If we do not get attached to a hydrant quickly then we will run out very fast when we use Ladder 34.
- The only other option is Engine 35 currently housed in Mecklenburg County. It too has limitations and is out of its recommended service life.
- Over 4 ½ years the City has spent over \$71,000 on maintenance and repair on Engine 34.
- The engine has been out of service for 23 days this past year.

#2 Engine 33 Catawba Heights Station

- Close to 75,000 miles on the chassis
- 16 years old and too one of the busiest trucks in the County
- The trucks manufacture has been out of business for 10 years which makes it difficult to get parts. In some cases we have had to have parts made to repair the truck
- Recently the truck was out of service for about a week to have welds repaired on the frame and body of the truck.
- Engine 331 that we use as a reserve does not meet current NFPA Standards for safety or the minimum ISO (Insurance Service Office) credit for a fire engine.
- The engine has been out of service for a total of 36 days during the past year.

- Over 4 ½ years the City has spent over \$71,000 on maintenance and repair.

We currently do not have suitable reserve engine in the event one of our first out apparatus goes out of service. There was a time last year when both first out apparatus and the reserve truck were out of service and we had to borrow a fire truck from Community VFD. Over a 4 ½ year period the City has spent over \$120,000 on maintenance and repairs to Engine 33 & 34 alone. The life of both of these trucks can be extended if they are placed into a reserve status.

Three companies were chosen based on reliability, experience and quality. Seagrave, Pierce and Smeal were all contacted and given minimum requirements that had to be met. After reviewing the three manufacturers specs and proposals, the committee has come to a consensus on Smeal as the choice. This manufacturer has met and in some cases exceeded the requirements set by the committee.

The fire department respectfully recommends the purchase of fire apparatus from Smeal. If you have any questions please feel free to contact me.

Interim Fire Chief Ryan Baker

Engine 34

- 2002 Smeal
- Over 100,000 miles on chassis
- Over 9000 run hours
- One of the top 5 busiest engine companies in the County
- Body has a few cracks
- Transmission beginning to show signs of problems

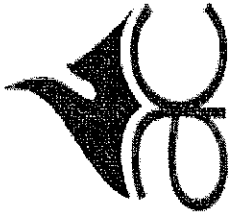
Year	Calls	Yearly Maintenance & Repair Costs
2010	949	\$8009.14
2011	897	\$11,113.61
2012	946	\$14,711.95
2013	985	\$28,636.77
2014	1164*	\$9,102.79
Totals	4941	\$71,574.26

Engine 33

- 1999 Spartan
- Over 76,000 miles on chassis
- Over 7660 hours of run time
- One of the top 5 busiest engine companies in the County
- Has had numerous body and frame cracks that have been repaired several times
- Manufacture has been out of business for 10 years and it is very tough to get parts for this truck

Year	Calls	Yearly Maintenance & Repair Costs
2010	662	\$11,298.21
2011	691	\$14,495.28
2012	734	\$6,103.22
2013	618	\$19,040.19
2014	655*	\$7,555.03
Totals	3360	\$58,491.93

Area Fire Departments and Apparatus					
Department	Apparatus	Year	Age	Mileage	Annual Average Mileage
Station 30	E-300	2008	7	11736	1956
	E-303	2008	7	11527	1921
Station 31	E-311	2004	11	21,251	2125
	E-319	2001	14	11,901	915
Station 32	E-32	1999	16	21,586	1439
	E-323	1989	26	62,362	2494
Station 33	E-33	1999	16	75,397	5026
	E-331	1989	26	N/A	N/A
Station 34	E-34	2002	13	100,355	8363
Station 35	E-35	1991	24	35,407	1539
Station 43	E-431	2008	7	40,100	6683
	E-433	1996	19	107,000	5944



atlantic coast
FIRETRUCKS



WE BUILD RESPECT.

Rob Smith - 828-446-9690

Mt.Holly Fire & Rescue

Two(2) Truck Purchase: \$470,397.00 ea
940,794

Options over cost:

\$7,500 per Truck
Shelving and changes at PreCon

477,897.00

total: \$955,794.00

Package:

- (2) - 2015 Spartan/Smeal Pumpers
(2) year Bumper to Bumper Warranty
30 year SubFrame warranty
(2) On the road Service Techs.
9'8" Height so either truck will fit in the
Catawba Heights Station
1750/2000gpm Pump for MAX ISO credit

750 gal. water
Air Bags for fire fighter safety
300 cubic feet of compartment space
110 cubic feet of Hose storage
ALL LED lighting system for long term
maint.
UPF water tanks with a LifeTime warranty
Multi-Purpose use in ALL Fire and Rescue
Incidents

Single Truck Purchase: \$480,909.00

Shelving and Changes \$7,500

488,409.00

OTHER BUSINESS

REPORTS

Mount Holly Parks & Recreation

Monthly Report

Sole Patrol- The Sole Patrol met 20 times during the month of December. The total attendance was 815, with 77 different members attending. They had their annual Christmas party on Thursday December 11 at the Massey building.

Fitness Center- The Fitness Center was open 23 days during the month of December. The total attendance was 225 with 43 different members attending.

Athletics- Youth basketball practice was held throughout December. Practices were held at both the Old Gym and Tuckasee Community Center. We have 278 children playing on 31 different teams.

Free-play basketball and game room has been averaging about 24 children per session. The program is held Monday, Wednesday, and Friday from 230-530pm at the Old Gym.

Rentals & Special Events- There were two rentals of the Tuckasee Community Center during the month of December. The estimated attendance for these rentals was 230 people.

Parks & Recreation was a co-sponsor of the Breakfast with Santa on Saturday December 20 at the Discover You facility. About 200 people attended the event.

News & Notes- Registration for Spring Sports (soccer, girls' volleyball, tee-ball, coach pitch and kid pitch baseball) will begin later this month.

The next meeting for the Parks & Recreation Commission will be on Tuesday January 27th at 630pm.

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(12/01/2014 - 12/31/2014)

Offense:	Arrest/No Supp.:	Arrest/Oth. Agency:	Death of Offender:	Vic. Ref. to Cooper.:	Prosecut. Declined:	Extradit. Declined:	Located Missing:	Unfound.:	Reported:	Actual:	Further Invest.:
0300 - Robbery	0	0	0	0	0	0	0	0	1	1	1
0410 - Aggravated Assault	1	1	0	0	0	0	0	2	4	2	0
0510 - Burglary - Forcible Entry	0	0	0	0	0	0	0	0	3	3	3
0630 - Larceny - Shoplifting	1	0	0	0	0	0	0	0	4	4	0
0640 - Larceny - From Motor Vehicle	0	0	0	0	0	0	0	0	1	1	1
0650 - Larceny - Auto Parts & Accessories	0	0	0	0	0	0	0	0	2	2	2
0660 - Larceny - From Buildings	0	0	0	0	0	0	0	0	3	3	3
0690 - Larceny - All Other Larceny	0	1	0	0	0	0	0	0	11	11	8
0810 - Simple Physical Assault	1	0	0	0	1	0	0	1	7	6	4
0820 - Simple Non-Physical Assault	1	0	0	0	0	0	0	1	3	2	1
1021 - Counterfeiting - Buying/Selling	0	0	0	0	0	0	0	0	1	1	0
1120 - Fraud - Obtaining Money/Property by False Pretense	0	0	0	0	0	0	0	0	1	1	0
1190 - Fraud - All Other Fraud	0	0	0	0	0	0	0	0	1	1	1
1330 - Possessing/Concealing Stolen Property	1	0	0	0	0	0	0	0	1	1	0
1400 - Criminal Damage to Property (Vandalism)	0	0	0	0	1	0	0	0	13	13	9
1530 - Possessing/Concealing Weapons	1	0	0	0	0	0	0	0	1	1	0
1810 - Drug Violations	16	0	0	0	0	0	0	0	17	17	1
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	7	0	0	0	0	0	0	0	7	7	0
1890 - Drug Violations - All Other Drug Violations	3	0	0	0	0	0	0	0	3	3	0
2290 - All Other Liquor Law Violations	1	0	0	0	0	0	0	0	1	1	0
2650 - Escape From Custody or Resist Arrest	2	0	0	0	0	0	0	0	2	2	0
2670 - Trespassing	3	0	0	0	0	0	0	0	3	3	0

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(12/01/2014 - 12/31/2014)

Offense:	Arrest/No Supp.:	Arrest/Oth. Agency:	Death of Offender:	Vic. Ref. to Cooper.:	Prosecut. Declined:	Extradit. Declined:	Located Missing:	Unfound.:	Reported:	Actual:	Further Invest.:
2690 - All Other Offenses	5	0	0	0	0	0	0	0	5	5	0
4010 - All Traffic (except DWI)	10	0	0	0	0	0	0	0	10	10	0
9910 - Calls for Service	2	0	0	0	0	0	0	2	8	6	1
Totals:	55	2	0	0	2	0	0	6	113	107	35

Arrest Status/Disposition Totals by Offense

MOUNT HOLLY POLICE

(12/01/2014 - 12/31/2014)

Offense:	Further Invest.:	Inactive:	Closed/ Cleared:	Arrest/No Supp.:	Arrest/No Invest.:	Felony:	Misd.:	Juvenile:	Adult:	Offense:
0410 - Aggravated Assault	0	0	3	2	1	2	1	0	3	3
0510 - Burglary - Forcible Entry	0	0	1	0	1	1	0	0	1	1
0630 - Larceny - Shoplifting	0	0	1	1	0	0	1	0	1	1
0660 - Larceny - From Buildings	0	0	1	0	1	1	0	0	1	1
0690 - Larceny - All Other Larceny	0	0	5	2	3	1	4	0	5	5
0810 - Simple Physical Assault	0	0	3	1	2	0	3	0	3	3
0820 - Simple Non-Physical Assault	0	0	2	1	1	0	2	0	2	2
1330 - Possessing/Concealing Stolen Property	0	0	1	1	0	0	1	0	1	1
1400 - Criminal Damage to Property (Vandalism)	0	0	1	0	1	0	1	0	1	1
1810 - Drug Violations	0	0	9	9	0	5	4	0	9	9
1834 - Drug Violations - Equipment/Paraphernalia - Possessing/Concealing	0	0	4	4	0	0	4	0	4	4
1890 - Drug Violations - All Other Drug Violations	0	0	3	3	0	2	1	0	3	3
2100 - DWI - Alcohol and/or Drugs	0	0	2	2	0	0	2	0	2	2
2290 - All Other Liquor Law Violations	0	0	2	2	0	0	2	0	2	2
2640 - Contempt of Court, Perjury, Court Violations	0	0	9	3	6	1	8	0	9	9
2650 - Escape From Custody or Resist Arrest	0	0	1	1	0	0	1	0	1	1
2670 - Trespassing	0	0	3	3	0	0	3	0	3	3
2690 - All Other Offenses	0	0	4	3	1	0	4	0	4	4
4010 - All Traffic (except DWI)	0	0	9	9	0	0	9	0	9	9
Totals:	0	0	64	47	17	13	51	0	64	64

Citation Totals by Charge

MOUNT HOLLY POLICE

(12/01/2014 - 12/31/2014)

Charge:	Number of Charges:
Speeding (Misdemeanor)	10
Speeding (Infraction)	30
Seat Belt	4
No Operator License	12
Driving While License Revoked	8
Expired Registration	17
Inspection	17
Unsafe Movement	3
Failure To Stop (Stop Sign/Flashing Red Light)	19
Running Red Light	1
No Insurance	4
Possess/Consume Alcohol - Passenger	1
Failure To Reduce Speed	5
Other (Misdemeanor)	14
Other (Infraction)	10
Other (2nd Charge - Misdemeanor)	44
Other (2nd Charge - Infraction)	5
Total:	204

Mt Holly PD
400 E CENTRAL AV MT HOLLY , NC 28120
CFS By Department - Select Department By Date
For MOUNT HOLLY POLICE 12/1/2014 - 12/31/2014

MOUNT HOLLY POLICE	Count Per Type	Type Percent for Dept
ALARM B	19	0.98%
ALARM R	25	1.30%
ALCOHOL VIOLATION	3	0.16%
ANIMAL COMPLAINT	4	0.21%
ARMED ROBBERY AL OCC	1	0.05%
ASSAULT AL OCC	8	0.41%
ASSAULT IN PROG	1	0.05%
ASSAULT W/ WEAPON	1	0.05%
ASSIST CITY DEPARTMENT	2	0.10%
ASSIST FD/EMS	9	0.47%
ASSIST LE AGENCY	14	0.73%
ASSIST OTHER	8	0.41%
ATTEMPTED B & E	1	0.05%
B & E BUSINESS AL OCC	1	0.05%
B & E RES AL OCC	3	0.16%
B & E RES IN PROG	3	0.16%
B & E VEHICLE IN PROGRESS	1	0.05%
BANK ESCORT	16	0.83%
CHECK ROADWAY	16	0.83%
CHECK THE WELFARE	20	1.04%
CHILD ABUSE AL OCC	1	0.05%
CHILD CUSTODY	1	0.05%
CIVIL DISPUTE	16	0.83%
COMMUNICATING THREATS	5	0.26%
COUNTERFEIT MONEY	1	0.05%
COURT	9	0.47%
DAMAGE TO PROPERTY	11	0.57%
DIRECT TRAFFIC	1	0.05%
DISCHARGE FIREARM	4	0.21%
DISTURBANCE NATURE UNK	2	0.10%
DOMESTIC ARGUMENT	14	0.73%
DOMESTIC ASSAULT	5	0.26%
DOMESTIC ESCORT	1	0.05%
DRUGS	7	0.36%
FIGHT MULTIPLE SUBJ	3	0.16%
FOLLOW UP INVESTIGATION	43	2.23%
FOOT PATROL	4	0.21%
FOUND PROPERTY	9	0.47%
FRAUD	2	0.10%
FUNERAL ESCORT	6	0.31%
HANGUP 911	7	0.36%
HARRASSMENT	3	0.16%
HIT & RUN PD	7	0.36%

MOUNT HOLLY POLICE	Count Per Type	Type Percent for Dept
IDENTITY THEFT	3	0.16%
ILLEGAL DUMPING	1	0.05%
INFORMATION ONLY	34	1.76%
INTOXICATED DRIVER	1	0.05%
INTOXICATED PEDESTRIAN	1	0.05%
JUVENILE	10	0.52%
LARCENY AL OCC	19	0.98%
LARCENY FROM VEHICLE	4	0.21%
LARCENY IN PROG	3	0.16%
LICENSE CHECK	6	0.31%
MENTAL COMMITMENT	1	0.05%
MISC CALL	3	0.16%
MV COLLISION PD	37	1.92%
MV COLLISION PI	5	0.26%
NOISE VIOLATION	13	0.67%
OBTAINING WARRANT	2	0.10%
PARKING VIOL	4	0.21%
PERSONAL ESCORT	4	0.21%
PICK UP PROPERTY	3	0.16%
PROWLER	11	0.57%
PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES	3	0.16%
RECOVER STOLEN PROPERTY	1	0.05%
SCHOOL RES OFFICER	40	2.07%
SCHOOL TRAFFIC	1	0.05%
SEARCH WARRANT	1	0.05%
SERVE WARRANT	11	0.57%
SOLICITATION	1	0.05%
SPEC ASSIGNMENT TRAFFIC	3	0.16%
SPECIAL ASSIGNMENT	56	2.90%
SPECIAL CHECK	811	42.04%
STRANDED MOTORIST	26	1.35%
SUBJECT WITH A GUN/WEAPON	2	0.10%
SUICIDAL SUBJECT	1	0.05%
SURVEILLANCE	2	0.10%
SUSPICIOUS PERSON	69	3.58%
SUSPICIOUS VEH OCCUP	57	2.95%
SUSPICIOUS VEH UNOCCUP	51	2.64%
TRAFFIC OTHER	5	0.26%
TRAFFIC STOP	277	14.36%
TRAILER DEPLOYMENT	1	0.05%
TRESPASS	8	0.41%
VANDALISM AL OCC	6	0.31%
VERBAL ARGUMENT	13	0.67%
Total Records For MOUNT HOLLY POLICE	1929	Dept Calls/Total Calls 100.00%
Total Records	1929	

PUBLIC WORKS REPORT

	NOVEMBER	2014	2013	2012
<u>Water</u>				
Daily Average (mgd)		2.441	2.486	2.531
Daily Maximum (mgd)		3.058	2.930	4.350
Daily Minimum (mgd)		1.781	2.250	1.900
Monthly Total (mg)		73.220	74.590	75.920
Customers				
Inside City Limits		5593	5443	5315
Outside City Limits		496	490	486
TOTAL		6089	5933	5801
<u>Wastewater</u>				
Daily Average (mgd)		2.098	2.134	1.922
Daily Maximum (mgd)		3.418	4.313	2.609
Daily Minimum (mgd)		0.943	1.341	0.851
Monthly Total Flow (mg)		62.941	64.010	57.669
American & Efird Total Flow (mg)		16.312	16.575	14.526
Customers				
Inside City Limits		5217	5091	4998
Outside City Limits		59	57	52
TOTAL		5276	5148	5050
<u>Sanitation</u>				
Number of Customers				
Residential		4880	4746	4668
Commercial / Industrial		149	146	144
Recycling		4968	4828	4619
Garbage Collected (tons)		314.03	310.34	342.09
General Yardwaste (tons)		55.85	57.25	64.64
Chipping (tons)		0.00	0.00	0.00
Leaves (tons)		105.00	49.00	159.00
Total Yardwaste (tons)		160.85	106.25	223.64
White Goods (tons)		0.00	0.00	0.00
Recycling (tons)		58.52	67.40	64.00