



July 14, 2025
City Council Meeting

Mayor David Moore
Mayor Pro-Tem Lauren Shoemaker
Councilman Ivory Craig
Councilwoman Phyllis Harris
Councilman Bryan Hough
Councilman Jeff Meadows
Councilman Kenneth Reeves
Marie M. Anders, City Attorney
Jonathan Blanton, City Manager



City of Mount Holly City Council Regular Meeting

July 14, 2025 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE: Boy Scout Troop #59

SET THE AGENDA

CONSENT AGENDA

1. Call for Public Hearing to Consider an Update to Sections 159.059 & 153.082-C to Make the Process for Transferring Street Lights Over to the City for Maintenance Clearer. Case # TA-25-8.
2. Call for a public hearing to consider rezoning Parcel #s 123804 & 123794 from RD, Residential Downtown to B-1, Central Business, as submitted by First Presbyterian Church. Case #R-25-3.
3. Appoint Isaac Vargas to the Public Arts Advisory Commission.
4. PFAS Settlement
5. Fire Department Position Allotment Revision
6. Fee Schedule Adjustment
7. Engineered Wetland Project @ 120 Oakland Street
8. Approval of Minutes - City Council Meeting June 23, 2025
9. Approval of Minutes - Closed Session - June 23, 2025

PUBLIC HEARING

1. Public Hearing To Update Section 7.1 Note 28 of the City's Zoning Ordinance to Update the standards for Solar Energy Systems. Case # TA-25-5.
Nathaniel Jones
2. Public Hearing to Consider a Text Amendment to Update Section 153.049 of the City's Subdivision Ordinance to Provide Standards for Access & Fire Safety for Construction Sites. Case # TA-25-6.

Brandon Livingston
Faith Moore

PUBLIC COMMENT –Three (3) Minute Limit

NEW BUSINESS

1. City Manager Report



**City of Mount Holly
City Council
Regular Meeting**

July 14, 2025 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CLOSED SESSION

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

ADJOURN



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Paul Lowe, Assistant Planning Director
Planning

CONSENT AGENDA Item # 1

Call for Public Hearing to Consider an Update to Sections 159.059 & 153.082-C to Make the Process for Transferring Street Lights Over to the City for Maintenance Clearer. Case # TA-25-8.

Will this require a public hearing?

Yes

Background/Purpose of Request

This a call for public hearing for Case # TA-25-8 , which would update & clarify the process for transferring street lights over to the City for maintenance clearer, and would also underline the fact that the City is only responsible for paying for utility costs associated with street lights after they are accepted by the City. If the call is approved the Planning Commission would hear this case at their August 4th, and by the City Council at your August 11th meeting.

Fiscal Impact

Will Item affect current budget? No.
Reviewed by Finance Director? No.
Preaudit Certification Required? No.
Capital Project Ordinance Required? No.
Budget Transfer Required? No.
Total City Dollars: NA
Budget Code: NA
Reviewed by City Attorney? No.

Manager/Staff Recommendation

Approve requested call for public hearing, and set hearing before the Planning Commission for August 4th and before the City Council on August 11th.

Attachments

1. TA-25-8_Red Lines_Final

§ 153.059 STREET LIGHTS.

The subdivider and/or applicant shall be responsible for submitting a lighting plan. The lighting plan must be prepared by Duke Energy or a lighting engineer/consultant and must show decorative light poles of a type supplied, installed and maintained by Duke Energy ~~or by a lighting engineer/consultant~~. The developer must make financial arrangements with Duke Energy prior to final plat approval, requiring Duke Energy to install, ~~perpetually~~ maintain and replace such decorative poles. -All lighting construction costs, such as adverse conditions, abnormal construction costs and materials also known as “decorative adder fees” will need to be paid before the City will assume the lighting contract. -The City will only pay for public lighting energy costs. The developer shall maintain consistency throughout the entire subdivision so that all light poles will be of the same type and installed every 200 feet throughout the development starting from the entrances of all developments and/or subdivisions. ~~[M1]~~ Planning staff can work to alter the placement of street lights to ensure that street lights work with other site plan elements, such as street trees, and utility lines. - All installations shall require underground wiring and shall be installed by Duke Energy ~~to city standards~~, according to the Duke Energy Lighting Plan (adopted on December 13, 1999). The developer shall submit the lighting plan with the construction plan package and shall be approved as a part of the construction plans. The City Engineer and Site Inspector will verify that the lighting plans have been inspected and accepted. ~~Following~~ City Council approval for the bond release, the developer will be responsible for notifying the HOA of the development stating that the city will be taking over the provided Duke Energy accounts. At this time, the developer will also submit the Duke Energy account numbers for street lighting when they request the bond release. Once the new poles have been installed, any relocations or modifications to the installation will be at the expense of the HOA or developer, not at the expense of the City

Further details regarding the installation & development of street lights in the City, please see 153 0.82-C of the City’s Subdivision Ordinance.

(Ord. passed 9-27-2021; Ord. passed 4-14-2025) Penalty, see § 153.999

§ 153.082 ROADWAY.

(C) Street lighting.

(1) The developer shall be required to install decorative street lighting on all streets. All lighting shall be installed, ~~and purchased by the developer~~ prior to final acceptance by the ~~eCity for the payment of utility bills~~. The city shall not be responsible for maintenance and repair of decorative street lighting. Maintenance and repair of decorative lighting shall be the responsibility of the utility provider, or the homeowner or property owners’ association. ~~The City’s only reasonability responsibility as it relates to street lights is the payment of utility bills after street lights have been fully installed, purchased, and inspected by the City & accepted by Building Maintenance for payment of utility bills associated with street lights.~~

(2) The developer shall consult with the appropriate utility provider in the development of proposed street lighting plans. Lighting plans shall be submitted to the Planning and Development Department for approval prior to installation of lighting. All poles shall be of metal construction. Wooden poles are not allowed. In the interest of cost savings, the city reserves the right to require the most energy efficient style lighting as part of the lighting plan submitted such as, but not limited to, light-emitting diode (LED).

(3) Street lights shall be located at all intersections, at the end of all cul-de-sacs and turnarounds and at the beginning of entrances to all new developments and/or subdivisions and then every 200 feet thereafter. Street lights that are not located at intersections shall be located on or adjacent to property corners.

Further details regarding the installation & development of street lights in the City, please see 153 0.59 of the City's Subdivision Ordinance.



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Paul Lowe, Assistant Planning Director
Planning

CONSENT AGENDA Item # 2

Call for a public hearing to consider rezoning Parcel #s 123804 & 123794 from RD, Residential Downtown to B-1, Central Business, as submitted by First Presbyterian Church. Case #R-25-3.

Will this require a public hearing?

No

Background/Purpose of Request

Call for a public hearing to consider rezoning Parcel #s 123804 & 123794 from RD, Residential Downtown to B-1, Central Business, as submitted by First Presbyterian Church. Case #R-25-3. If this call is approved, the public hearing will be heard by the Planning Commission at their August 4th meeting, and by the City Council at your August 11th meeting.

Fiscal Impact

Will Item affect current budget? No.
Reviewed by Finance Director? No.
Preaudit Certification Required? No.
Capital Project Ordinance Required? No.
Budget Transfer Required? No.
Total City Dollars: NA
Budget Code: NA
Reviewed by City Attorney? No.

Manager/Staff Recommendation

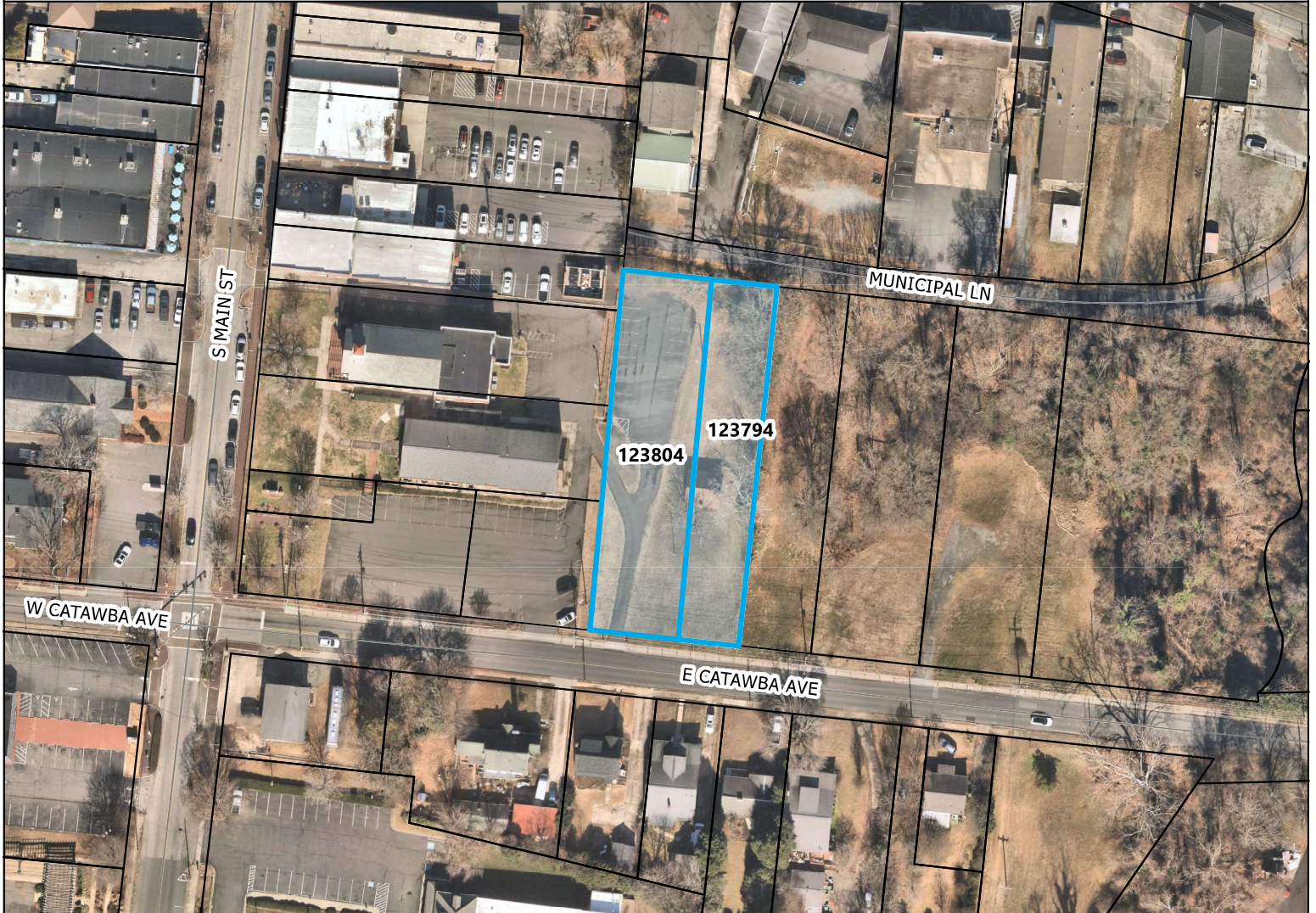
Approve the call, and set the public hearing for August 4th before the Planning Commission and on August 11th before the City Council.

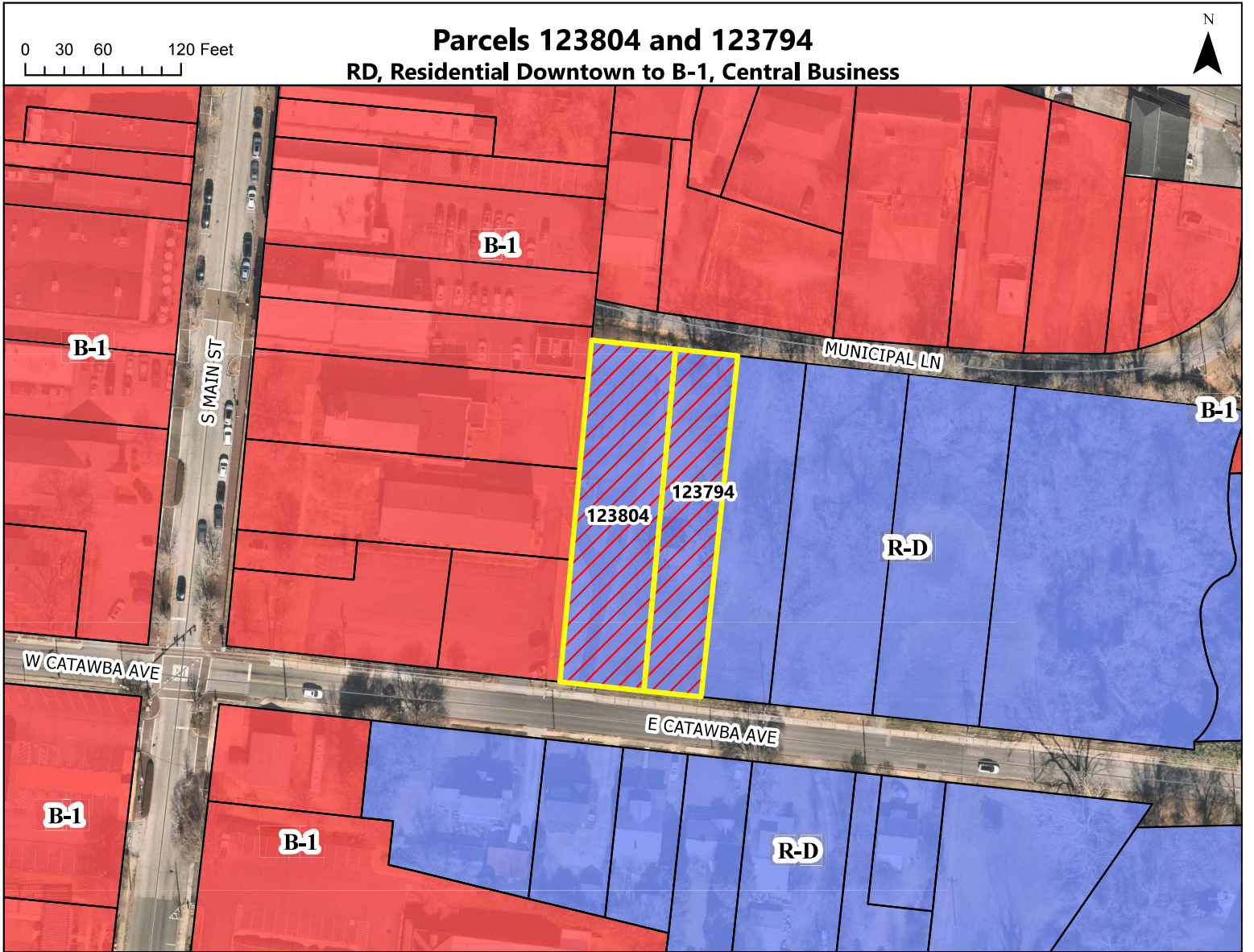
Attachments

1. Parcel Map_Parcel #s 123804 & 123794
2. Zoning Map_Parcel #s 123804 & 123794

0 30 60 120 Feet

Parcels 123804 and 123794
RD, Residential Downtown to B-1, Central Business







Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Paul Lowe, Assistant Planning Director
Planning

CONSENT AGENDA Item # 3

Appoint Isaac Vargas to the Public Arts Advisory Commission.

Will this require a public hearing?

No

Background/Purpose of Request

Julia Benfield is stepping off the PAAC on June 30th. We have received one request from an interested citizen, Isaac Vargas, in serving on PAAC to replace Mrs. Benfield. As a note, Leigh Brinkley will be our incoming Chair, while Paige Sisk will be our incoming Vice Chair. I have checked with PAAC members, and they are in support of Mr. Vargas petition to serve.

Fiscal Impact

Will Item affect current budget?	No.
Reviewed by Finance Director?	No.
Preaudit Certification Required?	No.
Capital Project Ordinance Required?	No.
Budget Transfer Required?	No.
Total City Dollars:	NA
Budget Code:	NA
Reviewed by City Attorney?	No.

Manager/Staff Recommendation

Appointment Isaac Vargas to serve as a member of the PAAC.

Attachments

1. PAAC Roster

Public Arts Advisory Committee (PAAC) Roster

Current

- 1) Leigh Brinkley, Arts Mount Holly, Chair
- 2) Paige Sisk, Arts on the Greenway/Local Artist, Vice Chair
- 3) Stephanie McLaughlin, Arts on the Greenway
- 4) Teresa Rench, Arts Mount Holly
- 5) Wanda Campbell, Arts of the Greenway
- 6) Katie Lank, Non-Profit Professional
- 7) Ruth Neely, Arts Mount Holly
- 8) **Vacant**

Proposed

- 1) Leigh Brinkley, Arts Mount Holly, Chair
- 2) Paige Sisk, Arts on the Greenway/Local Artist, Vice Chair
- 3) Stephanie McLaughlin, Arts on the Greenway
- 4) Teresa Rench, Arts Mount Holly
- 5) Wanda Campbell, Arts of the Greenway
- 6) Katie Lank, Non-Profit Professional
- 7) Ruth Neely, Arts Mount Holly
- 8) Issac Vargas, Social Media Content Creator



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Jonathan Blanton, City Manager
City Management

CONSENT AGENDA Item # 4

PFAS Settlement

Will this require a public hearing?

No

Background/Purpose of Request

Preliminary recovery estimates for the City of Mount Holly for the 3M and DuPont settlements (note that these amounts are preliminary and are subject to adjustment by the Claims Administrator). PFAS, or per- and polyfluoroalkyl substances, are a group of man-made chemicals that have been used in various industries and consumer products since the 1940s.

The attached illustrates the timeline that we expect the 3M and DuPont payments to be made by the claims administrator as part of the PFAS recovery. While all of the DuPont funds and the bulk of the 3M funds will be paid over the next 12 months, approximately 28% of the 3M payments will be paid over the following 7 years.

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Recommend approval of the funding schedule.

Attachments

1. AFFF Payment Breakdown - Mount Holly NC (1)

*** These numbers are unofficial and subject to change ***

Mount Holly, NC

Retainer 33%

3M Projected Gross \$265,754.49

DuPont Projected Gross \$26,575.45

Date	3M Schedule	DuPont Schedule	MDL Common Benefit Fee	Net Attorney Fee (Retainer less MDL)	Net Client Award
June 2025	\$53,150.90		\$4,252.07	\$9,035.65	\$39,863.17
September 2025	\$121,184.05	\$26,575.45	\$9,694.72	\$27,245.15	\$84,244.17
June 2026	\$17,008.29		\$1,360.66	\$2,891.41	\$12,756.22
June 2027	\$12,756.22		\$1,020.50	\$2,168.56	\$9,567.16
June 2028	\$14,882.25		\$1,190.58	\$2,529.98	\$11,161.69
June 2029	\$13,287.72		\$1,063.02	\$2,258.91	\$9,965.79
June 2030	\$9,035.65		\$722.85	\$1,536.06	\$6,776.74
June 2031	\$9,035.65		\$722.85	\$1,536.06	\$6,776.74
June 2032	\$7,972.63		\$637.81	\$1,355.35	\$5,979.48
June 2033	\$7,441.13		\$595.29	\$1,264.99	\$5,580.84
					\$192,672.01



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Craig Spry, Deputy Fire Chief
Fire Department

CONSENT AGENDA Item # 5

Fire Department Position Allotment Revision

Will this require a public hearing?

No

Background/Purpose of Request

During the study by Baker Tilly, it was highlighted that the Fire Department's Fire Training Captain position should be reclassified to the rank/grade level of Fire Division Chief. Financially, this has been accounted for in the upcoming budget. The purpose of this item is to reduce the number of the Fire Department's allotted Captain positions by one (Fire Training Captain), and increase the allotted Fire Division Chief positions by one (Fire Division Chief - Training). This allotment revision will allow staff to properly reclassify the position in relation to the pay grade adjustments that are reflected in the FY25/26 budget.

Fiscal Impact

Will Item affect current budget? No
Reviewed by Finance Director? Yes
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Attachments

None



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Michelle Wood, Finance Director
Finance

CONSENT AGENDA Item # 6

Fee Schedule Adjustment

Will this require a public hearing?

No

Background/Purpose of Request

Adjust the adopted fee schedule

Fiscal Impact

Will Item affect current budget? No
Reviewed by Finance Director? Yes
Preaudit Certification Required? No
Capital Project Ordinance
Required? No
Budget Transfer Required? No
Total City Dollars:
Budget Code:
Reviewed by City Attorney? No

Manager/Staff Recommendation

Attachments

1. Proposed Fee Schedule 2025-2026 6-26-25 correcting Stanley Rate



City of Mount Holly Proposed Fee Schedule Fiscal Year 2025-2026

Chapter	Fee	Page
Chapter 1-0	Administrative	3
Chapter 1-1	Planning & Development	4-6
Chapter 1-1	Annexation	6
Chapter 1-2	Municipal Complex Rental Fees	7
Chapter 2-1	Recreation Fees	8-9
Chapter 2-1	Recreation Programs	9
Chapter 2-1	Recreation – Tuck Rec Center Building Rental for Profit and Private Organizations	10
Chapter 2-4	Special Event & Vendor Fees	11
Chapter 3-1	Water & Sewer	12-14
Chapter 3-1A	Capital Recovery Capacity Fee	15
Chapter 3-2	Streets & Sanitation	16
Chapter 4-1	Fire	17

	2024-2025	Draft 2025-2026
Tax Rate	0.405	0.405
*Tax rate for the City of Mount Holly is forty point five cents (\$.0405)		
on each one hundred dollars (\$100.00) valuation of taxable property situated,		
lying, and being within the confines and limits of the City of Mount Holly		
and as listed for taxes as of January 1, 2024		
Tag Fee	\$15.00	\$15.00
Copies	\$0.20	\$0.20
Late Payments (except Tax and Utility Bills)		
*annual interest rate compounded monthly on any debt over 30 days		
overdue, with the exception of Tax and Utility bills		
Interest on Delinquent Taxes	2%	2%
*January 6th .75% each month thereafter		
Returned Check Penalty	\$35.00	\$35.00
Garnishment/Attachment Notice Fee	\$30.00	\$30.00
Golf Cart Application Fee	\$35.00	\$35.00
Golf Cart Registration Fee	\$5.00	\$5.00
Yard Sale Permit	\$5.00	\$5.00

	2024-2025	Draft 2025-2026
Sign Permits		
Signs	\$50.00	\$50.00
Lost Zoning Permit Replacement	\$5.00	\$5.00
Zoning Permits		
Residential		
New Single Family Home Construction	\$125.00	\$125.00
Additions	\$50.00	\$50.00
Renovations (no expansions)	\$25.00	\$25.00
Demolition	\$10.00	\$10.00
Accessory Structures (decks, garages, sheds, car ports, etc.) and pools	\$50.00	\$50.00
Roof Mounted Solar Panels	\$50.00	\$50.00
Fences & Retaining Walls	\$25.00	\$25.00
Zoning Compliance and Business Registration (Include Home Occupations)	\$110 (\$100 permit + \$10.00 Registration	\$110 (\$100 permit + \$10.00 Registration
Commercial		
New		
Up to 1,000 sq. ft.	\$150.00	\$150.00
1,001 sq. ft. to 5,000 sq. ft.	\$300.00	\$300.00
5,001sq. ft. to 10,000 sq. ft.	\$400.00	\$400.00
Greater than 10,001 sq. ft.	\$500.00 (plus \$50.00 per additional 10,000 sq. ft.)	\$500.00 (plus \$50.00 per additional 10,000 sq. ft.)
Existing		
Renovations	\$25.00	\$25.00
Additions	\$50.00	\$50.00
Other		
Rollout Fee	\$110.00	\$110.00
Violation fee for work completed without a permit or without paying permit fees	Double the adopted fee of the respective permit fee	Double the adopted fee of the respective permit fee
Applications (Application Submittal Fees)		
Variance		
Residential	\$250.00+\$26.00 recording fee	\$250.00+\$26.00 recording fee
Commercial	\$350.00+\$26.00 recording fee	\$350.00+\$26.00 recording fee
Density Averaging Credit Certificate	\$1,000.00 + \$250.00 for each additional given lot over one + \$26.00 recording fee	\$1,000.00 + \$250.00 for each additional given lot over one + \$26.00 recording fee
Special Use Permit		
2 acres or less	\$300.00+\$26.00 recording fee	\$300.00+\$26.00 recording fee
2.01-10 acres	\$500.00+\$26.00 recording fee	\$500.00+\$26.00 recording fee
10.01 acres or more	\$800.00+\$26.00 recording fee	\$800.00+\$26.00 recording fee
Planned Unit Development (PUD)	\$300.00	\$300.00
Appeals	\$300.00	\$300.00
Text Amendment	\$250.00 + \$30.00 Page*	\$250.00 + \$30.00 Page*
General Rezoning Application		
2 acres or less	\$300.00	\$300.00
2.01-10 acres	\$400.00	\$400.00
10.01 acres or more	\$600.00	\$600.00
Conditional District Rezoning Application		
2 acres or less	\$300.00	\$300.00
2.01-10 acres	\$500.00	\$500.00
10.01 -25 acres	\$800.00	\$800.00
25.01-100	\$1,000.00	\$1,000.00
100 acres or more	\$1,200.00	\$1,200.00
Annexation Application		
< 10 acres	2,000.00	2,000.00
10-200 acres	5,000.00	5,000.00
>200 acres	8,000.00	8,000.00
Public Involvement Meeting	\$500.00	\$500.00
Rezoning Plan Reviews (for Conditional Rezoning and Annexations)	Included with the Rezoning Fee	Included with the Rezoning Fee
Rezoning Plan Resubmittal	\$250.00 (After 3rd submission)	\$250.00 (After 3rd submission)
Rural Fire Department Assessment **	**Additional fees may apply if annexation involves a rural fire department or other constraints governed by NC General Statute.	**Additional fees may apply if annexation involves a rural fire department or other constraints governed by NC General Statute.

	2024-2025	Draft 2025-2026
TIA	Fee TBD at time of Application	Fee TBD at time of Application
ROW Closure Petition	\$1,000.00	\$1,000.00
R/W Closure	Fee TBD at time of Application	Fee TBD at time of Application
Plan Reviews***		
Exempt Plats	\$100.00	\$100.00
Subdivisions	\$200.00 or \$5.00 per lot whichever is greater	\$200.00 or \$5.00 per lot whichever is greater
Expedited Review****	Double the adopted fee	Double the adopted fee
Site Plan Reviews	\$100.00	\$100.00
Site Plan Resubmittal	\$50.00 (After 3rd submission)	\$50.00 (After 3rd submission)
Construction Plan Reviews		
Major subdivision or commercial site plan	\$750.00	\$750.00
Minor subdivision	\$300.00	\$300.00
Construction Plan Resubmittal	\$1,000.00 (After 3rd submission, per additional plan review)	\$1,000.00 (After 3rd submission, per additional plan review)
Engineer Fees *****		
Residential		
Less than 25 lots	\$500.00	\$500.00
25-50 lots	\$1,000.00	\$1,000.00
More than 50 lots	\$2,000.00	\$2,000.00
Commercial		
0-5 acres	\$500.00	\$500.00
More than 5 acres	\$1,000.00	\$1,000.00
Technical Review Committee Meeting after the Initial meeting *****	\$250.00	\$250.00
Financial guarantees (per written agreement)	\$500.00	\$500.00
Subdivision Agreement (Per Phased Plat)	\$500.00	\$500.00
Final Plat Reviews		
Major subdivision or commercial site plan	\$750.00	\$750.00
Minor subdivision	\$300.00	\$300.00
Final Plat Resubmittal	\$100.00 (After 3rd submission)	\$100.00 (After 3rd submission)
Watershed Review & Floodplain Permit Review		
Watershed Review		
Less than 10 acres	\$500.00	\$500.00
More than 10 acres	\$50.00/acre	\$50.00/acre
Floodplain Development Permit	\$100.00	\$100.00
Floodplain Study Review (TBD consultant review)	Fees will vary based on the consultant fees	Fees will vary based on the consultant fees
Driveway Cut (Driveway Permit Application)		
Residential	\$25.00	\$25.00
Commercial	\$50.00	\$50.00
Industrial	\$100.00	\$100.00
Construction Inspection		
Water	\$100.00	\$100.00
Sewer	\$100.00	\$100.00
BMP	\$100.00	\$100.00
Road	\$100.00	\$100.00
Failed Inspection Re-Inspection	\$50.00	\$50.00
Other		
PERC Test Application	\$25.00	\$25.00
Zoning Verification Letter	\$20.00	\$20.00
Staff Research	\$0.00	\$30.00 per hour
Manuals		
Zoning Ordinance	\$30.00	\$30.00
Subdivision Ordinance	\$30.00	\$30.00
Land Development Guidelines	\$45.00	\$45.00
Maps	Size Dependent. (See below GIS fees)	Size Dependent. (See below GIS fees)

*Text amendment fee of \$30 per page changed throughout ordinance. Applicant may only amend one section, but this fee applies to all pages that are modified due to additional language in document.

** Per the North Carolina General Assembly Rural Fire Departments must be compensated when annexations impact their boundaries per NCGS § 160A-58.58.

*** Plans that are resubmitted six months after notes are sent would need to repay all required fees. Staff will treat these resubmittals as new projects. Plans that are resubmitted that have substantially addressed notes provided by staff will not be reviewed. If this occurs, this will count towards one of the provided plan reviews included with the paid fee.

**** Expedited Review for Commercial/Economic Development eligible projects reduce review time to 10 -business days from 20 days; Fee for each item is paid two times the adopted fee for any review and permitting fees associated with project including rezoning, annexations, etc.

***** Engineer Fees for Commercial Projects are to include Civic, Institutional and Industrial

***** An initial meeting with City staff to understand the technical aspects prior to submitting applications is recommended. After this recommended meeting and an initial TRC meeting, all future meetings (in-person or virtual) will require a meeting fee paid prior to the scheduling of these meetings.

		2024-2025	Draft 2025-2026
8 ½ " x 11"			
Black & White		\$10.00	\$10.00
Color		\$15.00	\$15.00
11" x 17"			
Black & White		\$12.00	\$12.00
Color		\$17.00	\$17.00
Custom Map (digital copy only)		*\$45 per hour (requires written request to staff)	*\$45 per hour (requires written request to staff)
Large format printing (larger than 11"x17" is not offered as a service.			
* 1-hour minimum			

Municipal Complex Rental Fees

	2024-2025	Draft 2025-2026
Resident		
Full Hall	\$2,500.00	\$2,500.00
North Half Hall	\$650.00	\$650.00
Economic Development Rate*	\$800.00	\$800.00
Non Resident		
Full Hall	\$3,000.00	\$3,000.00
North Half Hall	\$650.00	\$650.00
Civic Group		
Inside City	\$500.00	\$500.00
Outside City	\$1,500.00	\$1,500.00
Cleaning		
Full Hall	\$200.00	\$200.00
North Half Hall	\$150.00	\$150.00
Excess Hours – Past 11pm	\$125.00/ Hr	\$125.00/ Hr
Security	\$40/Hr	\$40/Hr
Refundable Deposit	\$500.00	\$500.00
Set Up Day Access Fee	\$650.00	\$650.00

Training Rooms

	2024-2025	Draft 2025-2026
Resident		
A or B First Three (3) Hours	\$25.00	\$25.00
A and B First Three (3) Hours	\$50.00	\$50.00
Each Additional Hour for A or B	\$25.00	\$25.00
Each Additional Hour for A and B	\$50.00	\$50.00
Non Resident		
A or B First Three (3) Hours	\$50.00	\$50.00
A and B First Three (3) Hours	\$100.00	\$100.00
Each Additional Hour for A or B	\$50.00	\$50.00
Each Additional Hour for A and B	\$100.00	\$100.00

*Economic Development Rate on Rentals: Rentals that support Economic Development or travel/tourism may reserve space at the Municipal Complex at a discounted rate. Determination of qualifying events will be reviewed by City Manager. All other fees shall still be paid by qualifying events (Deposit, Security, Set Up).

	2024-2025	Draft 2025-2026
*Old Gym		
Resident	\$50.00/hr	\$50.00/hr
Non-Resident	\$150.00/hr	\$150.00/hr
Tournament – No Lights		
Resident	\$100.00/day	\$100.00/day
Non-Resident	\$200.00/day	\$200.00/day
Ball field		
Resident	\$5.00/hr	\$5.00/hr
Non-Resident	\$15.00/hr	\$15.00/hr
Ball field – Lights		
Resident	\$10.00/hr	\$10.00/hr
Non-Resident	\$20.00/hr	\$20.00/hr
Picnic Shelter – Small		
Resident	\$25.00/3 hrs	\$25.00/3 hrs
Non-Resident	\$50.00/3 hrs	\$50.00/3 hrs
Picnic Shelter - Large		
Resident	\$50.00/4 hrs	\$50.00/4 hrs
Non-Resident	\$100.00/4hrs	\$100.00/4hrs
Fitness Center per month		
Resident	\$10/ month	\$10/ month
Non-Resident	\$30.00/ month	\$30.00/ month
Group Campsites at Mt. Island Park at Mt. Holly		
Resident	\$25.00/day	\$25.00/day
Non-Resident	\$50.00/day	\$50.00/day
Adult Athletics		
Softball & Basketball - Per Team		
Resident	\$500.00	\$500.00
Non-Resident	\$550.00	\$550.00
Softball & Basketball – Individual		
Resident	\$55.00	\$55.00
Non-Resident	\$60.00	\$60.00
Volleyball - Per Team		
Resident	\$175.00	\$175.00
Non-Resident	\$225.00	\$225.00
Volleyball - Individual		
Resident	\$20.00	\$20.00
Non-Resident	\$25.00	\$25.00
Soccer, Dodgeball & Kickball – Per Team		
Resident	\$300.00	\$300.00
Non-Resident	\$350.00	\$350.00
Soccer, Dodgeball & Kickball – Individual		
Resident	\$35.00	\$35.00
Non-Resident	\$40.00	\$40.00
Flag Football – Per Team		
Resident	\$350.00	\$350.00
Non-Resident	\$400.00	\$400.00
* Note – Old Gym cannot be rented for parties		

	2024-2025	Draft 2025-2026
Adult Athletics (con't)		
3-3 Adult Basketball League		
Resident	\$125.00/team	\$125.00/team
Non-Resident	\$175.00/team	\$175.00/team
Youth Athletics		
Resident	\$50.00	\$50.00
Non-Resident	\$75.00	\$75.00
Late Registration Fee		\$25.00
Instructor Fee	\$25/hr	\$25/hr
Co-sponsored class		

For any City employee (full and part time) that is an outside of the City limits resident, then they are eligible to pay the resident rate for any programs while employed with the City of Mount Holly

Use of Facility (3 hours minimum)	Current	Use of Facility - Tuckseege and Old Gym (use own equipment)	1-10 hrs	11+ hrs
Resident - For parties	\$50.00/hr	Resident - For practices	\$20.00/hr	\$15/hr
Non-Resident-For parties	\$150.00/hr	Non-Resident-For practices	\$60/hr	\$45/hr
Use of Storage	Not Allowed	Use of Storage	Not Allowed	Not Allowed
Use of PA System	Not Allowed	Use of PA System	Not Allowed	Not Allowed
Electrical Hookup	No Charge	Electrical Hookup	Not Allowed	Not Allowed
Kitchen	No Charge	Kitchen	Not Allowed	Not Allowed
Chairs & Tables	No Charge	Chairs & Tables	Not Allowed	Not Allowed

Recreation Department may also require a police officer for certain events.

\$50.00 non-refundable clean up fee.

\$100.00 refundable damage fee.

	2024-2025	Draft 2025-2026
Special Event Service Fee		
Special Event Application Fee	\$200.00	\$200.00
Fee for Service (4 Hour Event)	\$2,400.00	\$2,400.00
Fee for Service- Alcohol (4 Hour Event)	\$2,800.00	\$2,800.00
Fee for Service (8 Hour Event)	\$3,700.00	\$3,700.00
Fee for Service- Alcohol (8 Hour Event)	\$4,300.00	\$4,300.00
Vendor Fees		
Arts & Crafts, Business selling items	\$25.00	\$25.00
Business not selling anything	\$17.50	\$50.00
Non-Profit food vendor	\$45.00/10 ft.	\$45.00
Commercial food vendor	\$50.00/10 ft.	\$50.00
Rides & entertainment	\$75.00/space	\$75.00/space
Parade Entry	0	\$20.00
Civic or Church not selling anything	No Charge	1 Free Spot \$25.00 (Refundable Deposit Required)

Water & Sewer	2024-2025	Draft 2025-2026
Water (per 1,000 gallons)		
Base Fee		
Water Availability Fee (includes first 2,000 gallons) per month		
Inside City		
Residential	\$13.44	\$15.06
Industrial	\$158.30	\$177.72
Institutional	\$16.43	18.41
Business	\$16.43	18.41
Outside City		
Residential	\$24.30	\$27.23
Industrial	\$314.01	\$351.70
Institutional	\$30.28	\$33.92
Business	\$30.28	\$33.92
Town of Stanley	\$221.34	\$221.34
Irrigation		
Institutional	\$16.43	\$18.41
Business	\$16.43	\$18.41
Residential	\$13.44	\$15.06
Off	\$13.44	\$15.06
Raw Water	\$158.30	\$158.30
Waterline Replacement Fee		
Inside City		
Residential	\$3.35	\$3.35
Industrial	\$111.00	\$111.00
Institutional	\$5.55	\$5.55
Business	\$5.55	\$5.55
Outside City		
Residential	\$6.70	\$6.70
Industrial	\$222.00	\$222.00
Institutional	\$11.10	\$11.10
Business	\$11.10	\$11.10
Volumetric Rates		
Residential		
Base Tier (Under 2,000 gallons per month)		
1st Tier (2,001 – 6,000 gallons per month)	\$5.06	\$5.67
2nd Tier (6,001 – 10,000 gallons per month)	\$5.42	\$6.08
3rd Tier (10,000 plus gallons per month)	\$5.79	\$6.49
Non-Residential		
Basic Tier (Under 2,000 gallons per month)	\$6.33	\$7.09
1st Tier (2,001 – 6,000 gallons per month)	\$6.33	\$7.09
2nd Tier (6,001 – 10,000 gallons per month)	\$7.01	\$7.86
3rd Tier (10,000 – 9,999,999 gallons per month)	\$7.69	\$8.62
4th Tier (10,000,000 plus gallons per month)	\$8.61	\$9.65
Town of Stanley	\$3.27	\$4.52
Raw Water	\$0.53	\$0.59

	2024-2025	Draft 2025-2026
Water Tap Fees		
¾" Inside city	\$1,200.00	\$1,200.00
¾" Outside city	\$2,100.00	\$2,100.00
1" Inside city	\$1,400.00	\$1,400.00
1" Outside city	\$2,500.00	\$2,500.00
2" Inside city	\$3,300.00	\$3,300.00
2" Outside city	\$6,300.00	\$6,300.00
Wet Tap on existing customer service line	\$1,200.00	\$1,200.00
Sewer (per 1,000 gallon)		
Sewer Availability Fee (includes first 2,000 gallons)per month		
Inside City		
Residential	\$17.52	\$18.57
Industrial	\$297.22	\$315.05
Institutional	\$23.29	\$24.69
Business	\$23.29	\$24.69
Outside City		
Residential	\$33.07	\$35.05
Industrial	\$592.47	\$628.02
Institutional	\$44.60	\$47.28
Business	\$44.60	\$47.28
A&E	\$470.23	\$470.23
Sewerline Replacement Fee		
Inside City		
Residential	\$6.30	\$6.30
Industrial	\$209.35	\$209.35
Institutional	\$10.50	\$10.50
Business	\$10.50	\$10.50
Outside City		
Residential	\$12.60	\$12.60
Industrial	\$418.70	\$418.70
Institutional	\$21.00	\$21.00
Business	\$21.00	\$21.00
Volumetric Rates		
Residential		
Basic Tier (Under 2,000 gallons per month)		
1st Tier (2,001 – 6,000 gallons per month)	\$7.52	\$7.97
2nd Tier (6,001 – 10,000 gallons per month)	\$8.35	\$8.85
3rd Tier (10,000 plus gallons per month)	\$8.69	\$9.21
Non-Residential		
Basic Tier (Under 2,000 gallons per month)	\$9.38	\$9.94
1st Tier (2,001 – 6,000 gallons per month)	\$9.38	\$9.94
2nd Tier (6,001 – 10,000 gallons per month)	\$10.49	\$11.12
3rd Tier (10,000 –9,999,999 gallons per month)	\$11.61	\$12.31
4th Tier (10,000,000 plus gallons per month)	\$7.35	\$7.79
A&E	\$5.00	\$5.18
Outside customers are double the inside rate		

	2024-2025	Draft 2025-2026
Sewer Tap Fees		
4" Inside city	\$850.00	\$1,200.00
4" Outside city	\$1,700.00	\$1,700.00
Over 4" Inside city	Negotiable	
Over 4" Outside city	Negotiable	
Cleanout	\$150.00	\$200.00
Minimum Bill	2,000 gallons	
Pretreatment (See worksheet)	Actual Analytical Cost	
Radio Read Meter		
¾"	\$350.00	\$350.00
1"	\$425.00	\$425.00
2"	\$925.00	\$1,175.00
Other Fees		
Service Deposit for owners & renters		
Residential		
Inside City	65	\$65.00
Outside City	80	\$80.00
Commercial		
Inside City	\$100.00	\$100.00
Outside City	\$115.00	\$115.00
Late Fee (after 16th)	\$15.00	\$15.00
Delinquent Penalty (after 26th)	\$30.00	\$30.00
Lock Fee	\$15.00	\$15.00
Broken Lock Replacement	\$30.00	\$30.00
Returned Check Fee	\$35.00	\$35.00
Meter Testing Fee	\$100.00	\$100.00
Irrigation cut off	\$75.00	\$75.00
Irrigation reconnection	\$75.00	\$75.00
Stormwater	\$3.50/ERU (5000 SF = 1 ERU)	\$3.50/ERU (5000 SF = 1 ERU)

Meter Size	Water	Wastewater	Total
5/8" or 3/4"	\$700	\$1,470	\$2,170
1"	\$1,750	\$3,680	\$5,430
2"	\$5,600	\$11,760	\$17,360
3"	\$12,250	\$25,730	\$37,980
4"	\$22,050	\$46,310	\$68,360
6"	\$45,500	\$95,550	\$141,050
8"	\$98,000	\$205,800	\$303,800
10"	\$147,000	\$308,700	\$455,700
12"	\$185,500	\$389,550	\$575,050

	2024-2025	Draft 2025-2026
Residential (up to 2 cans)	\$7.10	\$7.10
Additional Can		
Purchase		
Service	\$7.10	\$7.10
Commercial Rollout (up to 5 cans)	\$11.91	\$11.91
Additional Can		
Purchase	No Cost	No Cost
Service	\$11.50	\$11.50
Commercial Dumpsters(Downtown)*		
Bulk Container	Contracted	Contracted
Bulk Item		
Depend on Weight and or Size	\$15.00	\$15.00
Appliances**	\$25/ item	\$25/ item
Tires		
Must be off rim	\$5/ tire	\$5/ tire
Mattress	\$20.00	\$20.00
Box Spring	\$5.00	\$5.00
Mattress and Box Spring	\$25.00	\$25.00

*Fee determined by the cost by provider to collect 1 time per week divided by the number of buildings/customers that a dumpster serves.

Example(not actual):

Municipal Lane Dumpster provides service to 10 non-residential buildings/customers for a cost of \$750/month. Each building/customer pays 1/10 of total cost.

If customers require more collection than 1 per week, then the added costs will be equally divided by all buildings/customers.

** City does not pick up computer monitors and televisions.

	2024-2025	Draft 2025-2026
Fire Plan Review		
Construction Cost < \$50,000	\$100.00	\$155.00
Construction Cost \$50,001 to \$100,000	\$150.00	\$185.00
Construction Cost \$100,001 to \$500,000	\$175.00	\$210.00
Construction Cost \$500,001 to \$1,000,000	\$200.00	\$250.00
Construction Cost \$1,000,001 to \$5,000,000		\$265.00
Construction Cost \$5,000,001 to \$10,000,000	\$225.00	\$560.00
Construction Cost > \$10,000,000	\$100.00	\$1,180.00
Fire Sprinkler Shop Drawings	\$100.00	\$225.00
Performance Test		
Fire Pumps	\$130.00	\$215.00
Sprinklers	\$130.00	\$215.00
Fire Alarm (New Construction)	\$150.00	\$215.00
Fire Alarm (up-fit)	\$125.00	\$215.00
Standpipe Systems	\$150.00	\$215.00
Special Hazards, Suppression Systems	\$150.00	\$150.00
Foam Systems FM200, Clean Agents, Food Truck		\$150.00
Miscellaneous Fees		
Construction Permit	\$50.00	\$200.00
Hazardous Material Permit	\$150.00	\$250.00
Storage Handling & Sale Explosives/Fireworks	\$100.00	\$300.00
Spraying or Dipping of Flammable Finishes	\$75.00	\$300.00
Re-Inspection Fee performance Testing	\$100.00	\$200.00
Blasting Permit	\$100.00	\$250.00
Fireworks Permit	\$75.00	\$250.00
Hydrant Flow Test	\$75.00	\$150.00
Tank Removal Permit	\$75.00	\$250.00
NC Mandatory Permits (Chapter 1)	\$75.00	\$150.00
Temporaty Membrane Structures Tents	\$75.00	\$200.00
ABC Inspection	\$100.00	\$200.00
Foster Home Inspection	\$25.00	\$25.00
Order to Remedy Violations	\$100.00 - 300 (based on ty	\$100.00 - 300 (based on type)



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Steven Haynie, Site Inspector
Public Works

CONSENT AGENDA Item # 7

Engineered Wetland Project @ 120 Oakland Street

Will this require a public hearing?

No

Background/Purpose of Request

This is an ongoing project that was awarded on April 28, 2025. This project is projected to be completed by Fall 2025.

Fiscal Impact

Will Item affect current budget?	Yes
Reviewed by Finance Director?	Yes
Preaudit Certification Required?	No
Capital Project Ordinance Required?	No
Budget Transfer Required?	No
Total City Dollars:	\$245,421.34
Budget Code:	62-91-8000-550
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Staff recommends approval. The NTP was issued on May 30, 2025, and construction began in early June 2025 and is expected to be completed in Fall 2025.

Attachments

1. Signed Contract Engineered Wetland
2. BD #1 for Wetlands Project



Project Management Contract Execution Process

- CONTRACT APPROVED BY PROJECT
MANAGER AND DEPARTMENT HEAD



- FINANCE AUDIT BY FINANCE
DIRECTOR



- SIGNATURE OF APPROVAL
BY CITY MANAGER (& CITY
CLERK IF NEEDED)



- RETURNED TO
PROJECT MANAGER



Notes:

BID FORM DOCUMENTS	
City of Mount Holly 400 East Central Avenue P.O. Box 406 Mount Holly, NC 28120	Refer <u>All</u> Inquiries to: Kimberly Sturgis, Stormwater Compliance Specialist Office #: 704-951-0074 E-mail: Kimberly.sturgis@mtholly.us
PROJECT:	Mount Holly Engineered Wetland
BID DUE DATE:	April 8, 2025 at 2:00 PM

INVITATION TO BID

Sealed bids will be received on or before **April 8, 2025 at 2:00 PM** at The City of Mount Holly, 400 East Central Avenue, Mount Holly, NC 28120 at which time all bids will then be publicly opened in the City Council Chambers and all bid prices read aloud for the following:

Mount Holly Engineered Wetland

The City of Mount Holly will hold a pre-bid conference at the City of Mount Holly council chambers at 400 East Central Avenue, Mount Holly, NC 28120 near the corner of Hill Street & East Catawba Avenue on **March 18, 2025 at 10:00 AM**. All meetings will occur in council chambers.

Bid Bond: Each bid that equals or exceeds \$100,000 shall be accompanied by a corporate bid bond or certified check in the amount of at least 5% of the total amount bid for the contract. The bid bond shall be executed by a corporate surety licensed in North Carolina to execute such bonds.

Bid Information: Bidding Documents may be viewed and ordered online by registering with Duncan Parnell via their bid room <http://www.dpibidroom.com>. Registration with Duncan Parnell is required to obtain the bid documents and be added to the official Plan Holder's List. Addenda will only be notified to those buying full sets from Duncan Parnell via their bid room. The cost of bid documents and shipping is non-refundable. Neither OWNER nor ENGINEER will be responsible for copies of the bid documents obtained from sources other than from Duncan Parnell. If you need any assistance ordering or getting registered on <http://www.dpibidroom.com> please contact: Mark Delvin at arrowood@duncan-parnell.com or 704-588-0047.

Contractor's License for Construction Contracts: Bidders shall comply with all applicable laws regulating the practice of General Contracting as required by the General Statutes of North Carolina that require the Bidder to be properly licensed by the North Carolina Licensing Board for General Contractors when bidding on any project where the bid is \$30,000 or more. The Bidder will provide a copy of the license and provide the North Carolina General Contractor's License Number, Classification(s), and Limits in the space provided on the signature page of the bid.

Delay in Award: Bids may be held by the City for a period not to exceed sixty (60) calendar days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of Bidders.

Equal Employment Opportunity: Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran's status.

E-Verify Affidavit: All bidders shall include in their bid package an affidavit that they and all sub-contractors have complied with E-Verify or are exempt from the requirement.

Itemized Proposal Form: The itemized proposal form provided by the City in this document shall be used and shall be submitted for bid consideration. All entries including signatures shall be written in ink.

Standard Specifications: The current edition including revisions of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, hereinafter referred to as the "Standard Specifications" shall apply on all portions of the project unless otherwise specified herein and the current edition of the City's Land Development Guidelines.

Delivery of Bids: Bids may be mailed or hand delivered to the Project Manager on or before **2:00 PM on Tuesday, April 8, 2025. Please label the sealed bid envelope with the Project Name, Contractor's Name, and Bid Opening date and time.** Early submittals are to be hand delivered to: Customer Service, Second Floor, 400 East Central Ave, Mount Holly, NC 28120 to the attention of Kim Sturgis; or mailed to: Kim Sturgis, P.O. Box 406, Mount Holly, NC 28120. Bids submitted via facsimile (FAX) machine in response to this Invitation to Bid **will not** be acceptable. Bids are subject to rejection unless submitted on the forms contained in the Project Manual.

Bid Phase Contact: For information regarding this project during the bid phase contact:

Kimberly Sturgis, City of Mount Holly Stormwater Compliance Specialist II. 704-951-0074
kimberly.sturgis@motholly.us

STANDARD PROVISIONS

Project name: Mount Holly Engineered Wetland

SCOPE OF WORK: This project shall include the following: Removal of a portion of existing stormwater pipe and excavation for the installation of an engineered wetland. Protection of in place utilities, selective removal of existing trees, clear and grubbing, and grading. The project shall also include installation of one outlet control structure and plant material per plans.

ADDENDA

Addenda will be emailed to Bidders of Record and filed in the Office of the Project Manager. The Bidder shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

ADDITIONAL WORK

Additional work is that which results from a change or alteration in the contract and for which there are existing contract unit prices.

AWARDING OF CONTRACT

The City will award the contract conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsive and responsible Bidder, as required by North Carolina General Statutes. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The City also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

CARE OF WORK

The Contractor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all subcontractors and damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

CHANGES

The City of Mount Holly City Manager may unilaterally change the work, materials and services to be performed, in accordance with City law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the Project Manager, within thirty (30) days from the date that the Project Manager issued the change, or the claim is waived. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

CITY OF MOUNT HOLLY DRUG-FREE WORKPLACE POLICY

The City is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a City construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;

- (2) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;
- (3) Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (4) Notifying the City within ten (10) calendar days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- (6) Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- (7) Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

The Contractor certifies that it will comply with the City's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

CONTRACT ADMINISTRATION

A. The project manager, subject to paragraph B below, is the City representative. The project manager is authorized to:

- (1) serve as liaison between the City and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the Assistant City Manager, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the City; and
- (10) issue Notice to Proceed.

B. The project manager is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the City's contractual rights.

CONTINGENCY ALLOWANCE

A contingency allowance is included as a line item in the itemized proposal to the subtotal. The contingency may only be used by the contractor upon written instructions from the Project Manager. Any portion of the contingency remaining at the end of the contract will revert to the city. The City reserves the right to change the contingency amount prior to award.

Any amount of the contingency allowance that is requested must be executed by written change order, with the appropriate authorized signature(s). No claim for an addition to the contract sum or time extension shall be valid unless so ordered prior to the work actually being performed.

CONTRACTOR'S LICENSE FOR CONSTRUCTION CONTRACTS: The Contractor shall provide his North Carolina General Contractor's License Number on the bid form. In addition to the General Contractor's License, the bidder shall also provide the electrical contractor's license number on the bid form.

CONTRACT BONDS

The successful bidder, within fourteen (14) calendar days after the notice of award is received by him, shall provide the City with a contract payment bond and a contract performance bond each in an amount equal to the amount of the contract plus

contingency. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in North Carolina.

The successful bidder's failure to file acceptable bonds within fourteen (14) calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the City may decide.

All bonds must be inclusive of the base bid plus the owner's contingency.

Performance and Payment Bond

The contractor shall furnish a Performance and Payment Bond in an amount equal to the contract price plus owner's contingency as security for the faithful performance and payment of all Contractor obligations under the Contract Document and covering the contractor's obligations to pay subcontractors and others for material and labor.

CONTRACT TIME EXTENSIONS (NCDOT Section 108-10, Contract time: Intermediate Contract Time)

The Contractor's attention is directed to Article 108-10 in the Standard Specifications. Item number (5) of sub-article 108-10 (b) shall be deleted in its entirety.

COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the City will be accurate and complete. The Contractor grants the City access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the City, including profit or fee, may, at the option of the City, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

DEFINITION OF TERMS

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. "State" or "Department" shall be replaced by the words "City of Mount Holly"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "City Engineer or his duly authorized representative"
3. "Project Manager" shall be the person appointed by the "City" who is responsible for ensuring that the project is completed in accordance with the City's procedures
4. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by City or its approved testing agency"
5. "Inspection by Department" shall be replaced by the words "Inspection by the City or its duly authorized representative"
6. "City Standard" shall refer to the latest edition of "the City of Mount Holly Land Development Standards"
7. "City Water Main Standard" and "City Sanitary Sewer Standard" shall refer to the latest edition of "City of Mount Holly Land Development Standards"

DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract is the City's property, unless specifically provided for in the contract. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor shall keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the City.

DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the City to enter into the contract.

EXECUTION OF CONTRACT

As soon as possible following the bid-opening and receipt of the properly executed contract, the City will complete the execution of the contract, retain the original contract, and return one copy of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

EXTRA WORK (NCDOT Section 101-3, Definitions)

Work found necessary or desirable to complete fully the work as contemplated in the contract for which payment is not provided for by the contract unit or lump sum prices in the original contract.

Extra work shall not be work which in the terms of the specifications and special provisions is incidental to work for which there is a contract price or work for which payment is included in some other contract unit or lump sum price.

Extra work shall be performed in accordance with the specifications and as directed by the Project Manager and/or City Engineer. No extra work shall be commenced prior to specific authorization for the performance of such extra work being given by the Engineer.

Extra work which is specifically authorized by the Engineer will be paid for in accordance with sub-article 104-7, Extra Work, Sub-Article (A).

GUARANTEE

Warranty

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents of the City. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the City and the Contractor.

INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the City with respect to costs, expenses, damages, and liability arising from or on account of any claim for infringement.

INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting therefrom – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit – bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that are sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

LIQUIDATED DAMAGES

Liquidated Damages will be assessed at the rate of **\$500.00** per calendar day for failure to complete the Project within the Contract Period.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates, copy of NC contractor's license, performance and payment bond, receipt of approval by other governmental agencies (if required) and any other documentation required by the Engineer.

OSHA REQUIREMENTS

The Contractor shall comply with OSHA 29 CFR Part 1926, Subpart P -- Excavations, 29 CFR Part 1910.146, Permit-required confined spaces and all other applicable regulations.

PERIODIC PAYMENTS

The City will make periodic payments based on the work progress estimates prepared by the Project Manager and/or City Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

The contractor shall submit progress invoicing on forms acceptable to the City and retainage as per North Carolina General Statutes of each monthly invoice to be released upon the acceptance of the improvements by the City.

Payment requests and tax statements shall be submitted on the forms provided by the City (see Tax Statement Submittal section of this contract).

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled as soon as practical. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Project Manager and/or City Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted.

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Project Manager and/or City Engineer.

The Contractor shall provide the name of the Contractor's on-site representative who is an OSHA certified person for trenching and shoring and confined space entry.

PERSONAL PROPERTY

All equipment and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the City upon the termination or expiration of this contract, unless expressly stated otherwise.

PROJECT CLOSEOUT DOCUMENTS

The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. Contractor's Affidavit of Payment of Debts and Claims
3. State/County Sales/Use Tax Statement
4. Contractor's red-lined construction drawings
5. As-built drawings

6. Warrantee Information and Operation Manuals

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

STANDARD SPECIFICATIONS

The current edition including revisions of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, hereinafter referred to as the "Standard Specifications" shall apply on all portions of the project unless otherwise specified herein and the current edition of the City's Land Development Guidelines.

SUBLETTING

The Engineer reserves the right to waive the subcontracting limits set forth in Article 108-6 of the Standard Specifications whenever it is deemed to be in the best interest of the City. The limits can be waived only upon written approval from the Engineer.

TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing City contracts (see Tax Statement Submittal section of this contract). Use tax is also due on construction equipment brought into North Carolina for use in the performance of City contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-163.2).

TAX STATEMENT SUBMITTAL

1. All tax statement bodies and all signatures must be original. Photocopies of blank forms may be used, provided the document containing the information is original.
2. All tax statements must be signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public. All tax statements must list in detail taxes paid by individual invoice. No lump sum, running total, or copies of previously reported statements will be accepted. Tax statements shall show North Carolina tax and Gaston County tax paid.
3. A tax statement showing detailed amounts with "amounts previously reported" noted on the face will be accepted if they are original. This is the equivalent of a statement indicating "no taxes paid this period." All subcontractors for whom tax statements are included must be certified as such on the face of the Contractor's tax statement.
4. Tax statements (the State/County Sales/Use Tax Statement form) must always accompany a payment request for the related project. All final construction payment requests must have a final tax statement regardless of whether any taxes have been paid during the period in question. If no taxes have been paid, the detail page should simply state "0", "None", or "No taxes paid this period."

TERMINATION BY THE CITY FOR CAUSE

1. The City may terminate the Contract if the Contractor:
 - Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Take possession of the site and all materials located therein;
 - Accept assignment of subcontractors; and,
 - Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.
 - The City Manager shall have authority to terminate the Contract without additional authorization by City Council.

4. If the unpaid balance of the Contract Sum exceeds the actual costs of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, then such remaining balance shall be applied to payment of any additional amount owed to contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.

TERMINATION BY THE CITY FOR CONVENIENCE:

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
Cease operations as directed by the City in the notice,
Take actions necessary, or that the City may direct, for the protection and preservation of the work; and,
Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising there from.

TITLE

All goods delivered or provided to the City or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the City at the place of delivery to the City, subject to the City's right to inspect and accept or reject the goods.

SITE VISIT: Prospective bidders and/or bidder representatives are **ENCOURAGED** to visit the project site and apprise themselves of all conditions which will affect the performance of the work called for or reasonably implied by this Bid Document. Submission of a bid shall constitute sufficient evidence that no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for in this Bid Document.

Bidder is cautioned that any information released to attendees during site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in the Bid Documents, must be confirmed by written addendum before it can be considered to be a part of the Bid Documents. Bidder bidding otherwise does so at his own risk.

WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, execution of required Bonds, compliance with insurance requirements, and issuance of any required notice to proceed and contractor's schedule has been submitted and approved by Project Manager.

QUESTIONS

Please direct all questions and requests for information no later than **5:00 PM March 25, 2025** by email to kimblery.sturgis@motholly.us.

SCHEDULE OF EVENTS

The following schedule has been developed to ensure that vendors have adequate time to prepare and submit responses, and to permit the City of Mount Holly time to consider the bids presented.

Project Advertisement	March 10, 2025
Bid Documents Available	March 10, 2025

Pre-Bid Meeting at 10:00 AM	March 18, 2025
Questions due by email at 5:00 PM	March 25, 2025
Final Addenda Issued	April 7, 2025
Bids due by 2:00 PM	April 8, 2025
City Council to Award Contract	April 15, 2025
Remaining Schedule to be determined once contract is awarded	

PROJECT SPECIAL PROVISIONS**CONTRACT PERIOD**

The Contract period will begin upon the issuance of the Notice to Proceed and will extend ninety (120) calendar days thereafter. The City anticipates issuing a Notice to Proceed in early November.

LIST OF PLAN SHEETS

See Attachment of Project Construction Documents and specifications.

ANTICIPATED WORK SCHEDULE

The Contractor shall attach a project schedule to the attached contract at the time of bid submission and provide weekly schedules until the completion of the project. The Contractor shall also supply at the Pre-Construction meeting a schedule of values pertaining to said project for review and approval by the City's Project Manager.

ASPHALT CEMENT FOR PLANT MIX

There will be no separate measurement or payment for asphalt cement. All costs in connection therewith shall be included in the asphalt item in which asphalt cement is used.

ASPHALT COURSES

Description: Perform asphalt surface base course installation in accordance with Section 610 of the Standard Specifications.

Materials: Asphalt for surface course shall be SF9.5B in accordance with Section 610 of the Standard Specifications. Asphalt for base course shall be I19.0B in accordance with Section 610 of the Standard Specifications.

Measurement: The total measurement for asphalt courses shall be included in the base bid. Asphalt course will be measured per square yard of surface course, intermediate course, or base course that has been completed and accepted. Thickness specified is to be measured after installation and completion of compaction.

Payment for asphalt course shall be inclusive of all work items described in Section 610.

CLEANING UP

Before acceptance of the Project, or as directed by the Project Manager in writing, borrow sources, waste areas, and all ground occupied by the Contractor within the Project limits in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, temporary erosion control materials and equipment.

EROSION AND SEDIMENTATION CONTROL MEASURES

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with all local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the Project.

The Contractor shall indemnify and hold harmless the City for any penalties imposed against the City by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the City or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the City will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

If any borrow or waste areas are to be utilized, it shall be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring from the site, either as part of the agreement with the Contractor, or on his own. All work, sediment control structures, and seeding will be at the cost of the property owner or Contractor. The City will not participate in the cost of this work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the Project.

EXISTING UTILITIES

The Contractor shall adhere to the provisions of the 1985 Underground Damage Prevention Act, North Carolina General Statutes 887, Chapter 785, Senate Bill 168, Article 3. To assist the Contractor and utility owners in meeting the requirements of this law, there is a “one-call system” called “NC ONECALL.”

Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, the NC ONECALL telephone number is 800-632-4949 or 811.

For calls originating outside of North Carolina, the number is 919-855-5760. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid.

No additional compensation shall be allowed for delays or inconvenience sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate a utility at the request of the Contractor. The Contractor should refer to Section 108-10(B) paragraph s of the Standard Specifications.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

HAZARDOUS MATERIALS

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the City of Mount Holly Fire Department for further instructions.

INSPECTIONS

Description: The contractor shall notify all applicable agencies forty-eight (48) hours prior to construction commencing including but not limited to: NCDOT, NCDENR, Gaston County Soils, City of Mount Holly (Fire, Police, Streets, Utilities, Planning, and Stormwater Departments).

MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Project Manager. Such restoration shall be at no additional cost to the City.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

PAVEMENT MARKINGS

The Contractor shall restore all existing pavement markings obliterated by resurfacing within seven (7) calendar days of their obliteration. Pavement markings (temporary and permanent) are to be included in the base bid amount. Payment for replacement of markings shall be on a per linear foot or per each basis for the appropriate pay item. Pavement markings beyond the paving limits that are obliterated or damaged by paving activities shall be restored to original condition by the Contractor at no cost to the City.

For permanent pavement striping, refer to the striping plans in the construction drawings. All permanent pavement striping shall be completed within seven (7) days of asphalt paving being complete.

PERMITS

Description: The contractor shall comply with all applicable federal, state, and local laws, environmental regulations, and all permit requirements associated with this work scope. The contractor shall ensure that all applicable permits and approvals for all federal, state, and local agencies including but not limited to sedimentation control, stormwater, wetlands, streams,

endangered species, historical site, NCDOT encroachment, disposal of material, etc. are obtained prior to work commencing on this project. All permits shall be kept on file at the project site.

QUANTITY TICKETS

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Project Inspector within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

QUALITY CONTROL

Contractor shall provide competent, suitable qualified personnel to survey, layout and construct the work as required by the Contract documents.

Contractor shall at all times maintain good discipline and order at the site.

All work shall be performed during regular working hours and shall not work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice to Owner.

SAWING EXISTING PAVEMENT

Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking and removing adjacent pavement.

When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement.

The cost of sawing asphalt or concrete shall be considered incidental and shall be included in the contract price.

SIDEWALK AND CURB CLEAN UP

The Contractor shall have all related sidewalk and curb work completed within ten (10) calendar days of placement, including but not limited to:

1. Removal and disposal of construction debris
2. Related grading to include fine grading
3. Seedbed preparation and dress up work
4. Seeding and mulching
5. Final cleaning

SUBSURFACE INVESTIGATION

The Contractor shall make his own subsurface investigations. Any information obtained by the City as a result of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor from making his own investigations. The Contractor shall obtain all necessary permits prior to making any pavement cuts on existing streets.

SURVEYING

Any construction surveying, stakeout and as-built plans shall be the responsibility of the Engineer and shall not be included in the base bid.

TREE PROTECTION

All tree root systems shall be protected during all phases of construction. There will be no separate measurement or payment for this work.

TRAFFIC CONTROL**Beginning Work and Street Closings:**

The Contractor is responsible for notifying the Street Department of Mount Holly and NCDOT of any work where the number of travel lanes is reduced from normal conditions seven (7) calendar days in advance of lane closure.

The Contractor shall install the project advanced warning signs. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street the scheduled date of the closing of the travel lane.

During daily construction work hours the Contractor will maintain at least one lane of traffic. During periods of construction inactivity all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

Traffic Control Plan:

Traffic Control will be performed by the Contractor based upon the Traffic Control Special Provisions.

All traffic control devices and procedures shall conform to the requirements of the current edition of the Manual on Uniform Traffic Control Devices, the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Project Manager and it is approved by the City. The City may direct the Contractor to modify traffic control if, in the City's opinion, traffic is not moving safely or efficiently.

Maintenance of Traffic:

Construction or maintenance work which involves closure of a lane of traffic will not be allowed during the peak flow hours of 7 am to 9 am and 4 pm to 6 pm unless otherwise specified in the contract documents or specifically approved otherwise. The Contractor shall use flagger control in accordance with the MUTCD.

In areas of drop-offs and low shoulders the Contractor shall backfill up to the edge and elevation of the existing pavement.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants.

The Contractor shall not work on both sides of the road simultaneously within the same area.

The Contractor shall provide adequate drainage under driveways and within the project area for the duration of the project.

The Contractor shall mark all hazards within the project limits with well-maintained signs, barricades, warning and/or channelizing devices.

Traffic Control Devices:

The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic. The Contractor shall notify the City's Project Manager regarding conflicting permanent signs. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

Pedestrian Considerations:

The Contractor shall accommodate the needs of all pedestrians.

Equipment and Material Storage:

During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor in a safe manner.

Excavations and Trenches:

Excavations and trenches which cannot be properly backfilled and patched prior to the end of the work day shall be secured.

Payment:

All work covered in this special provision shall be considered incidental and shall be included in the contract price.

UNDERCUT EXCAVATION

The quantity of undercut excavation, measured as provided in Article 226-3, will be paid for at an agreed upon unit price per cubic yard for "Undercut Excavation." No separate payment will be made for materials utilized in backfilling the undercut areas as payment at the contract unit price per cubic yard for "Undercut Excavation" will be full compensation for furnishing such material. Where the Contract does not include a line item for "Undercut Excavation," payment for such excavation will be made in accordance with Article 104-7, "Extra Work" of the Standard Specifications.

USE OF POTABLE WATER FOR PROJECT

Contractor shall provide an estimation of the amount of water that will be needed for said project with their bid documents. However, this water estimation shall not be included in their overall bid of the project. The contractor will be responsible for paying the City of Mount Holly for any water used during or for construction of the project. Upon agreement with City Engineer regarding the necessary amount of water needed the contractor will open a water account with the City of Mount Holly and only be allowed to obtain water from the fire hydrant located at the Waste Water Treatment Plant (201 Broome Street). All water bill balances must be paid in full prior to release of final payment and closeout of the project.

WATER AND SEWER

Description: The contractor shall have all manholes and valves flush with the new pavement surface. All pipe replacement shall be ductile iron pipe of similar size of the existing water or sewer line. The contractor shall contact the Mount Holly Utility Department before the commencement of work on any specific water or sewer line replacement or repair.

PROJECT PROPOSAL SECTION

PROJECT NAME: Mount Holly Engineered Wetland

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and with the Contract Documents, the form of Proposal, form of Contract, Addenda (if any), Standard Specifications, Special Provisions, and plans/details/drawings, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the Project in accordance with the above listed documents at and for the Contract Sum as determined by the unit or lump sum prices bid for work in place.

The unit price list items are to be considered approximate only and are given as the basis for payment for work beyond the original scope. The contract unit price shall include all material and labor necessary to install the item in question. The City of Mount Holly may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

For Bids equal to or exceeding \$100,000, the Contractor shall provide with their proposal a surety bond with warrant of attorney to confess judgment, or other satisfactory surety, or certified check drawn on a responsible banking institute, payable to the order of the City of Mount Holly for five percent (5%) of the total price bid, which deposit shall be forfeited as liquidated damages in case this proposal is accepted and the undersigned shall fail to execute a contract with necessary bond for the performance of said contract with the City of Mount Holly, under the conditions of the proposal, within fourteen (14) calendar days after the notice of award is received by the undersigned, as provided in the standard specifications, otherwise, said deposit is to be returned to the undersigned.

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of any addenda

NUMBER: 1 DATE: 4.1.25 INITIAL: GCA

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

Company

Name: Carolina Wetland Services, Inc.

PROJECT: Mount Holly Engineered Wetland**BID FORM**

Item	Description	Unit Quantity	Bid Amount in Words	Bid Amount in Figures
Base Bid	All work associated with the Mount Holly Engineered Wetland Project in accordance with Construction Documents dated August 23, 2023	Lump Sum	Two hundred and thirteen thousand four hundred and nine dollars and eighty six cents	\$213,409.86
Contingency	Owner's Contingency in the amount of fifteen (15%) percent of the base bid	Lump Sum	Thirty two thousand and eleven dollars and forty eight cents	\$32,011.48
TOTAL BID (Base bid plus contingency)			Two hundred and forty five thousand four hundred and twenty one dollars and thirty four cents	\$245,421.34

BIDDER:Name Gregg Antemann

Printed

Signature Title Sr. VPCompany Carolina Wetland Services, Inc.Address 550 E. Westinghouse Blvd., Charlotte, NC 28273Phone 704-408-1683Fax N/AEmail Address gregg@cws-inc.netNC GC Lic # 81518NC Electrical Lic# N/A

UNIT PRICING

Type text here

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
Mobilization	1	LS	\$10,000.00
Wetland Grading	1	SY	\$44.42
Comprehensive Demolition	1	LS	\$10,350.00
Erosion Control	1	LS	\$3,025.00
Masonry Drainage Structures	1	EA	\$7,402.30
Dewater	1	LS	\$1,250.00
Demuck	1	LS	\$19,000.00
Install Sod REMOVED per Addendum No. 1	1	SY	N/A
Overseed/Straw Installation	1	LS	\$1,250.00
Install Plantings	1	LS	\$41,000.00
Water	1	TRIPS	\$1,000
6'x6' Pre-Cast Outlet Structure 4.5' ht.	1	EA	\$16,325.00
6'x6' Aluminum Trash Rack	1	EA	\$8,050.02
8" Plug Valve, Valve Wheel Extension and DIP	1	EA	\$4,807.54

- The contract unit price shall include all material and labor necessary
- The Unit Pricing should be completed and submitted with Contractors bid. However, the Unit Pricing shall be superseded by the Construction Documents for this project. The bidder should not base their bid solely off of the Unit Pricing and should base their bid off of the Construction Documents.

BIDDER:

Name

Gregg Antemann

Printed

Signature

Title

Sr. VP

Company

Carolina Wetland Services, Inc.

SUBSTITUTION LISTING

TO: City of Mount Holly, North Carolina
Hereinafter called "Owner"

1. A Bidder requesting a substitution must submit this form to the Project Manager and Project Landscape Architect at least five (5) business days prior to the time stated for Bid Opening.

2. Pursuant to bidding requirements for the Work titled:

MOUNT HOLLY ENGINEERED WETLAND.

The Contract Sum proposed by the undersigned on the Bid Proposal form is for the Work as shown on the Drawings, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder's proposed contract sum will be reduced by the amount shown.

3. Specified Product Or Material	Drawing Number	Proposed Substitution	Proposed Reduction In Contract Sum
N/A			

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

BIDDER:

BY:

EXECUTION OF BID**A CONTRACT FOR THE CONSTRUCTION OF:****CITY OF MOUNT HOLLY ENGINEERED WETLAND**

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/She is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with this Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder:☐ Sole Proprietor☐ Partnership☐ Limited Liability Company☒ Corporation☐ Joint Venture (Check appropriate box)**BIDDER #1****BIDDER #2**

(If a Joint Venture or Partnership)

Name Carolina Wetland Services, Inc.Address 550 E. Westinghouse Blvd.Charlotte, NC 28273Phone 704-408-1683Fax N/APrinted Name Gregg AntemannSignature Title Sr. VPNC General Contractor's
License Number 81518Classification HighwayLimits UnlimitedSubscribed and sworn before me
this 25 day of April, 2025Cheryl R. Williamson
SignatureMy commission expires 10/6/26Subscribed and sworn before me
this ___ day of ___, 20__

Signature

My commission expires _____

FORMS

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF _____ COUNTY OF _____

_____, of
(Name) (Title)_____, being first duly sworn, deposes and says that:
(Contractor)

The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and that he has personal knowledge of all facts set forth herein;

This Affidavit, Release and Waiver of Claim is made concerning the construction of the following;

Project: _____ Project No.: _____

All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;

No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

Notwithstanding the foregoing, if the City of Mount Holly, or property of the City of Mount Holly, is subject to any claim or lien that arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the City of Mount Holly harmless for any amount that the City of Mount Holly is required to pay to discharge such lien or settle such claim and, further, will pay the City of Mount Holly's expenses, costs, and attorney fees incurred in connection therewith;

All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the City of Mount Holly, its officers, employees, and agents have been settled;

The Contractor releases and waives any and all claims of every type and description that the Contractor may have against the City of Mount Holly arising in any manner from the construction of the above-described project.

By: _____ Date: _____

Title: _____

Sworn to and subscribed before me this _____ day of

_____, 20____

Notary Public

My commission expires _____

CONTRACTORS' AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

To: (Owner)

Contract For:

Project Name and Address:

Contract Date:

State of North Carolina
County of

The undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, for all sub-contractors services and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner of his property might in any way be held responsible.

Exceptions:

Contractor:

Address:

By:

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public:

My Commission Expires:

STATE/COUNTY SALES/USE TAX STATEMENT**PROJECT:** _____**CONTRACTOR/SUBCONTRACTOR:** _____**PERIOD COVERED:** _____

Invoice No.	Invoice Date	Vendor's Name	Amount Before Taxes	NC Tax	County Tax	Total Invoice Amount	County Paid

I certify that the above-listed vendors were paid sales tax upon purchases of building material during the period covered by the construction estimate, and the property upon which such taxes were paid were, or will be, used in the performance of this Contract. The list above does not include any taxes paid on purchases of tangible personal property that does not annex to, affix to, or in some manner become a part of the project, building, structure or repairs.

Signed: _____ Title: _____

AGREEMENT

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this ____ day of _____, 2025, by and between the City of Mount Holly hereinafter designated as the Owner, and Carolina Wetland Services, Inc. hereinafter designated as the Contractor.

The City of Mount Holly agrees to pay the Contractor for services as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total Base Bid Amount	\$ <u>213,409.86</u>
2.	Contingency	\$ <u>32,011.48</u>
3.	Alternates	\$ _____
4.	Purchase Order Amount	\$ <u>245,421.34</u>

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall furnish all personnel, labor, equipment and all other items necessary to provide for and construct the **Mount Holly Engineered Wetland** as set forth in the contract documents and to perform all the work called for and described in the Contract Documents dated **April 8, 2025**.

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Invitation to Bid, Itemized Bid, Standard Provisions, Project Special Provisions, Contract Drawings, Addenda, Insurance certificate, contractor's license, performance and payment bond, e-verify certification, and all interpretations of addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

Carolina Wetland Services, Inc.

By: 

Name: Gregg Antemann

Title: Sr. VP

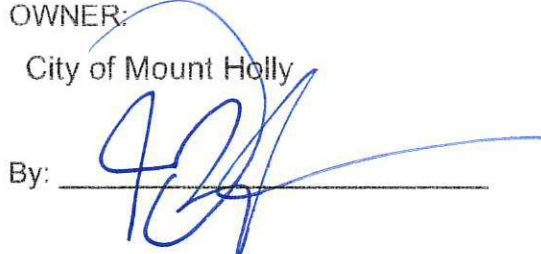
ATTEST:


Name: Cheryl Williamson

Title: Accountant

OWNER:

City of Mount Holly

By: 

Name: Jonathan Blanton

Title: City Manager

(Seal)

ATTEST:


Name: Dana Douglas

Title: City Clerk

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.


Michelle Wood (Governmental Unit Finance Officer), City of Mount Holly, NC

5.2.2025
Date

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

E-VERIFY:

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Further if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

CAROLINA WETLAND SERVICES, INC.

Contractor – Print Name



Contractor – Signature

4/30/25

Date

Engineered Wetland		Bid Tabulation	
McAdams Project: CMO22005		Date: April 8th, 2025	
Construction		Time: 10:00 am.	
		Location: Council Chambers	

GENERAL CONTRACTOR					
Name:	United of Carolina's Stewart's Grading Carolina Wetland				
	Inc.	+ Hauling	Services		
License No.:	55740	68981	81518		

- Questions Asked Prior to Opening Bids
1. Have all bidders received all addenda issued?
 2. Was anyone denied the right to bid?
 3. Are there any objections to proceeding with the bid opening?

BID ITEMS											
Acknowledgement of Addenda											
Bid Form	X		X		X						
Unit Pricing	X		X		X						
Substitution Form	N/A		N/A		N/A						
Bid Bond	X		X		X						
Execution of Bid	X		X		X						
Item Divestment + Everyly	X		X		X						
Contingency											
BASE BID	\$ 55,200.00	\$ 50,470.96	\$ 32,011.48								
TOTAL	\$ 368,000.00	\$ 336,473.08	\$ 213,409.86								
	\$ 423,200.00	\$ 386,944.04	\$ 245,421.34	\$ -	\$ -						

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

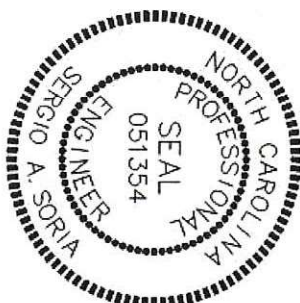
Sergio Soria

Typed/Printed Name and Title of Architect or Engineer

Signature

4/11/25

Date



Expiration Date

2025

Firm No.

81518

North Carolina

Firming Plan for General Contracting

This is to Certify That:

Carolina Wetland Services, Inc.

Charlotte, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Highway

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

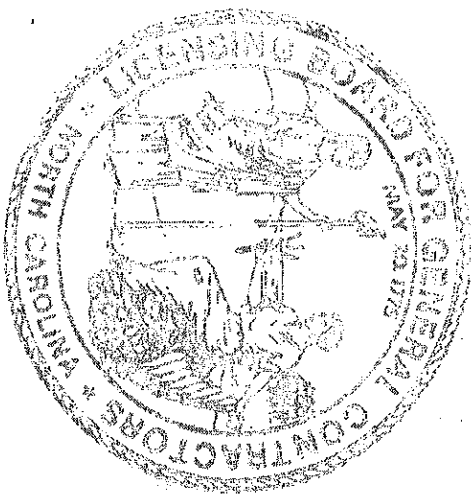
Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.

Chairman

Secretary-Treasurer



CITY OF MOUNT HOLLY
FY 25-26 Budget Amendment

Account Number	Description	Account Debit	Account Credit
62-91-3991-000	Fund Balance Appropriation		\$245,421.00
62-91-8000-550	Capital	\$245,421.00	
TOTAL		\$245,421.00	\$ 245,421.00

Date Submitted: 14-Jul-25

Finance Officer: _____

City Manager: _____

Department Comments:

Amendment to appropriate fund balance for Wetlands Project

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 23, 2025
COUNCIL CHAMBERS
6:30 PM

CALL TO ORDER

Mayor Moore called the meeting to order at 6:30 pm. The following were present:

Mayor David Moore	Jonathan Blanton, City Manager
Mayor Pro Tem Lauren Shoemaker-ABSENT	Brian DuPont, Assistant City Manager
Councilman Ivory Craig	Alexis Hines, Human Resources Director
Councilman Jeff Meadows	Brian Reagan, Police Chief
Councilman Bryan Hough	Greg Beal, Planning Director
Councilwoman Phyllis Harris	Ryan Baker, Fire Chief - Absent
Councilman Kenneth Reeves	Robert Stewart, Deputy Utilities Director
Marie M. Anders, City Attorney	Eric Smallwood, Parks and Recreation Director
Tara Douglas, City Clerk	Michelle Wood, Finance Director
	Matt Black, Economic Development Director
	Jason Green, Public Works Director

INVOCATION

Councilman Reeves led the Council, Staff, and attendees in prayer.

PLEDGE OF ALLEGIANCE

Councilman Craig led the Council, Staff, and attendees in the Pledge of Allegiance.

SET THE AGENDA

Mayor Moore entertained a motion to approve the agenda as presented.

Motion: Councilman Hough made a motion to approve the agenda as presented.
Councilwoman Harris seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

CONSENT AGENDA

1. Approval of End of Year Budget Amendment 2024-2025
2. Fee Schedule and Position Allotment Approval

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 23, 2025
COUNCIL CHAMBERS

6:30 PM

3. Call for a Public Hearing to Consider a Text Amendment to Update Chapter 153.049 of the Subdivision Ordinance to Provide Standards for Access and Fire Safety for Construction Sites. Case # TA-25-6.
4. Call for a Public Hearing to Update Section 7.1 Note 28 of the City's Zoning Ordinance to Update the standards for Solar Energy Systems. Case # TA-25-5
5. Permission for the Fire Department to apply for 2024 SAFER Grant (Staffing)
6. Approval of Minutes – City Council Meeting June 9, 2025
7. Approval of Minutes-Closed Session from June 9, 2025

Mayor Moore entertained a motion to approve the Consent Agenda as presented.

Motion: Councilman Meadows made a motion to approve the Consent Agenda as presented. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 5 -0. (Motion Carried)

PRESENTATIONS

1. Presentation from the Mount Holly Community Development Foundation

Julie Benfield

Ms. Benfield from the Mount Holly Community Development Foundation presented several checks to the City of Mount Holly alongside the Vice Chair Jeff Lee and the Treasurer Christie Reeves. Ms. Benfield stated that the Mount Holly Community Development Foundation is proud to partner with various organizations within the City. Ms. Benfield stated that the total for the various checks presented tonight is \$10,832.50. Mrs. Reeves presented the checks to the Mayor and City Council.

2. Update on the 2018 Strategic Vision Plan

Greg Beal

Mr. Beal gave an overview of the Strategic Vision Plan and how it was developed. Mr. Beal discussed the goals and accomplishments to date. Mr. Beal stated that as mentioned at the Council Retreat on February 28, 2025 and subsequent Planning Updates, staff has created a public interface that can be found on our ArcGIS hub site at mtholly.us. Mr. Beal stated that this interface will give factual, up-to-date information on the 111 recommended goals of this 2019-adopted plan. Mr. Beal stated that the Strategic Vision Plan Experience Builder can be found at the link in the attached presentation. Mr. Beal recounted that the Strategic Vision Plan Update project began with the consultant's due diligence and research in the summer of 2017. Mr. Beal stated that in October 2017, the consultants held one-on-one input meetings with any business owner who requested to meet , as well as nearly all the nonprofits and community

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 23, 2025
COUNCIL CHAMBERS
6:30 PM

organizations in town. Mr. Beal stated that this was in addition to the survey and public meetings held in association with the creation of the updated plan. Mr. Beal stated that the process took nearly 18 months to complete, with the January 2019 adoption, at a cost of \$130,000. Mr. Beal stated that the plan is recommended to take 10-12 years, which does not consider COVID impacts, and out of 111 specific goals mentioned in the Plan, 46 goals have been completed (41%), 18 goals are in process (16%) and 47 goals have not been started (most are long-range or dependent on the private sector for completion). Mr. Beal stated that in terms of updating the plan, in 2023, staff held presentations to educate many of our partner-organizations, which are represented through the City Summit and at its quarterly meetings two presentations were made by staff, as well as subsequent individual presentations to some of our local nonprofits, at their request. Mr. Beal stated that the City's hope was that some partners listed in the Strategic Vision Plan Update would help take on some of the incomplete goals, the 47 mentioned above, which were probably more in 2023. Mr. Beal stated that staff received no interest from these groups, and it is a common belief that they are doing everything they can to meet their group's own commitments. Mr. Beal stated that volunteer burnout is a real thing, but the City will continue to look for opportunities to partner with groups such as the TDA and others. Mr. Beal stated that there are other project milestones, policy decisions, and important decisions that City Council has made over 20 plus years and capturing these in the attached document has taken a great deal of staff time, but they are important to note. Mr. Beal stated that staff will be presenting the update, similar to the Council Retreat Discussion, highlighting the hub site, as well as other undertakings over the last 20 plus years and how best to capture those important decisions.

Councilman Meadows thanked the City staff for this work. Councilman Meadows asked how many years the City lost during the Covid pandemic to work on these goals. Mr. Beal stated that approximately 2 years was lost during the Covid pandemic. Councilman Meadows asked at what point do you think the current plan should be updated. Mr. Beal stated that the current plan has the update in 2028, but it should be 2030 due to the time lost during the Covid pandemic. Councilman Meadows asked Mr. Blanton to share his experience as a City Manager at various municipalities with the Strategic Vision Plan. Mr. Blanton stated that during his interview in November 2023, he commended the City Council past and present on this Strategic Vision Plan. Mr. Blanton stated that this Strategic Vision Plan is a roadmap for any City Manager. Mr. Blanton stated that he is proud of the progress that has been done. Mr. Beal stated that there will be a document created for public consumption that will highlight these accomplishments.

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 23, 2025
COUNCIL CHAMBERS
6:30 PM

3. Consideration of 131 S. Main Street Request for Proposals

Jonathan Blanton

Mr. Blanton updated the Council on 131 South Main Street and the recent Request For Proposals (RFP) that the City issued a few months ago. Mr. Blanton reviewed the Old City Hall Committee goals and the timeline of the upset bid process. Mr. Blanton stated that on January 13, 2025 the Council declined to sell 131 South Main Street to the Mount Holly Historical Society under NCGS 160A-279. Mr. Blanton stated that this general statute would have been a statutory mechanism that the Council could have utilized to sell 131 South Main Street to the Mount Holly Historical Society for the appraised value at the time of \$355,000.00. Mr. Blanton stated that the Council voted on January 27, 2025 to list 131 South Main Street with MECA Reality. Mr. Blanton stated that the City received several offers for the property that included Mr. Vargas for \$500,00.00, RTR Management for \$500,000.00 and one from Abram Scott for \$762,500.00 received on February 28, 2025. Mr. Blanton stated that the Council accepted this offer subject to the upset bid process. Mr. Blanton stated that the City initiated the upset bid process on March 10, 2025 and on March 24, 2025, the Mount Holly Historical Society was the only upset bid received in the amount of \$815,000.00. Mr. Blanton stated that there were no other qualified bids that were brought at the conclusion of the upset bid process

Mr. Blanton stated that at the April 28, 2025 meeting, the Council rejected all of the offers that had been previously received and designated 131 South Main Street under N.C.G.S. 158.7-1 releasing the Request for Proposals (RFP) and giving the Council options to look at other than price. Mr. Blanton stated that from April 29- May 29, 2025, the City advertised that RFP and the City accepted proposals. Mr. Blanton stated that the RFP closed on May 29, 2025 and the City received three proposals from The Muni, J&M Holdings, and RTR Property Management. Mr. Blanton stated that staff reviewed these proposals and on June 9, 2025, the Council gave direction to present these proposals at the June work session which is what we are doing tonight. Mr. Blanton discussed the goals of this proposal which were derived from the goals of the Old City Hall Committee. Mr. Blanton stated that the goals of the Old City Hall Committee were communication, to activate the top and bottom floor of 131 South Main Street, keep the Historical Society intact to the extent possible, and accessing and repairing what needed to be done to make 131 South Main Street habitable.

Mr. Blanton discussed N.C.G.S. 158.7-1 and explained that it is a commonly used mechanism for the surplus of real property and that it is an economic development tool that allows a public entity to dispose of publicly owned property through negotiation. Mr. Blanton stated that utilizing this tool gives the City flexibility to look at things other than price. Mr. Blanton recounted that the Council desired more control and say about what actually goes into the

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 23, 2025
COUNCIL CHAMBERS
6:30 PM

building instead of just looking at the price. Mr. Blanton stated that N.C.G.S. 158.7-1 gives the City that freedom. Mr. Blanton stated that under this statute the City must create jobs, must grow existing tax base, must be assigned performance measures, and can relate to the City's long-term plans and goals.

Mr. Blanton stated that the City is here tonight to review and negotiate these proposals and then a call for a public hearing is needed. Mr. Blanton reviewed the three proposals received which were from The Muni in the amount of \$762,500.00, J&M Holding in the amount of \$500,000.00, and RTR Property Management in the amount of \$600,000.00. Mr. Blanton stated that all of these proposals were received during the designated window of time for the RFP. Mr. Blanton stated that a review committee comprised of internal staff independently evaluated each proposal on the following criteria: Relevant Experience (30 Points), Proposed Use and Downtown Vision Alignment (10 Points), Proposed Approach (25 Points), Developer Qualifications (20 Points), and Financial Capacity (15 Points). Mr. Blanton stated that the goal that he emphasized for the committee was to be neutral and fair. Mr. Blanton stated that price should not be the only indicator taken into consideration given the fact that the Council ended the upset bid process because they wanted to look at things other than the price. Mr. Blanton stated that the committee did an excellent job thoroughly vetting these proposals with the criteria previously mentioned. Mr. Blanton stated that this is a weighted system that was adopted by the Council in the RFP that was released with this being similar to other approaches that the City has done in the past. Mr. Blanton discussed the individual proposals highlighting each Main Use Vision and each Basement Use Plan. Mr. Blanton stated that The Muni proposed co-working and creative studios comprised of offices, studios, podcast space, and event space. Mr. Blanton stated that their proposal for the basement was for artist space, monthly art showcases upstairs with rear access maintained. Mr. Blanton stated that RTR Property Management proposed a mixed use project with and anchor restaurant, residential units for the upper floor, office or tenant mix, office suites and a possible restaurant kitchen expansion, new egress via adjacent property at 129 South Main Street, and possible staircase to the main floor. Mr. Blanton stated that J&M Holding were also proposing a mixed-use project which would have retail on the main floor, professional offices above, and flex and light commercial space below. Mr. Blanton stated that they proposed having a flex space for wellness, e-commerce, distribution and trades. Mr. Blanton stated that their architect would address egress and code compliance with building codes, fire codes and an asbestos remediation plan in place. Mr. Blanton stated that all of these proposals were very competitive and RTR Management was the leading scorer in the evaluation process. Mr. Blanton discussed the rationale for the highest score noting components of local expertise, proven track

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 23, 2025
COUNCIL CHAMBERS
6:30 PM

record, thoughtful mixed-use plan, historic preservation and building integration, and financial and development readiness. Mr. Blanton noted that the proposal from RTR Management estimates to create \$1.8 million in job creation. Mr. Blanton stated that the conclusion from the committee was that the RTR Property Management's proposal best aligns with the City's priorities of local reinvestment, economic vitality, and downtown cohesion.

Mr. Blanton reminded the Mayor and Council that with the relocation of the museum, the City Council voted on March 1, 2024 to move forward with the design from Creech and Associates in the amount of \$68,000.00 to relocate the museum from 131 S. Main Street to here in the Municipal Complex. Mr. Blanton stated that upon the approval of the well thought out designs from Creech and Associates, the Council moved forward with approving MC Moore for the initial demolition that was done earlier this year in the amount of \$94,449.00. Mr. Blanton stated that upon the conclusion of the initial demolition, we put out another RFP in order to solicit services for the final construction and Council awarded the full construction contract to Pennix in the amount of approximately \$684,000.00 and are under contract to have the upfitting completed by September 30, 2025. Mr. Blanton stated that he is happy to answer questions regarding these proposals.

Motion: Councilman Meadows made a motion to start the negotiation process with RTR Property Management for their proposal for 131 S. Main Street. Councilman Hough seconded the motion.

Councilman Reeves discussed his concerns regarding what has been spent to date. Councilman Reeves stated that he has a concern around taxpayer dollars and the fact that the City turned down the upset bid from the Mount Holly Historical Society in the amount of \$815,000.00. Councilman Reeves is concerned that we have to generate tax revenue from this building, Councilwoman Harris discussed her concerns regarding the money that was turned down from the Mount Holly Historical Society bid and that the vetting and scoring process should be revisited.

Councilman Meadows thanked the staff for their thorough and independent review. Councilman Meadows stated that the staff and their expertise is valued and appreciated. Councilman Meadows addressed the proposer's track record and the benefits of this proposal stating that RTR Property Management has been a pioneer in our central business district having bought when no one else would. Councilman Meadows stated that the recommended proposal brings the greatest value having a mix of uses that will be open to the public about 70 hours per week as opposed to the 3 hours per week that the building is currently open per week. Councilman Meadows stated

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 23, 2025
COUNCIL CHAMBERS
6:30 PM

that this proposal brings jobs, property tax value, sales tax, and potential ABC revenue. Councilman Meadows stated that this proposal has demonstrated a high level of citizen support having approximately 40 citizens speak in favor of this process. Councilman Meadows stated that the onetime capital from the sale will offset the cost of designing and upfitting the move to the new museum. Councilman Meadows stated that this approach represents what he calls compound interest, not simple interest with the collective impact being a solid community investment. Councilman Craig thanked the staff for the process, and he would like to go with staff's recommendation.

Councilman Meadows asked the representative for RTR Management, Mr. Rick, to address the remnants of the old jail. Mr. Rick stated that most items are still in the old jail and not disposed of. Mr. Rick confirmed that none of the remnants from the old jail were disposed of.

Councilman Meadows asked Mr. Blanton about the next steps should the negotiations with Mr. Rick fail. Mr. Blanton stated that the next step would be to begin the process to direct the City Attorney to move forward with starting this negotiation process, but that the Council would have the ultimate say as to whether or not a developmental agreement or a contract is put into place. Mr. Blanton stated that if this motion passes tonight, we will work through the City Attorney with RTR Property Management. Mr. Blanton stated that if the negotiations failed, we would come back to the Council for direction on if the Council would like to pursue either of the other two proposals that were given this evening or to seek direction.

All Council members present and voting, voted in favor 3-2. (Motion Carried)

Yays: Councilman Meadows, Councilman Craig, and Councilman Hough.
Nays: Councilman Reeves and Councilwoman Harris.

NEW BUSINESS

1. City Manager Report

Jonathan Blanton

Mr. Blanton thanked the Mount Holly Community Development Foundation for their generous support and for the checks that were presented. Mr. Blanton highlighted the event at Muddy River. Mr. Blanton stated that the Firework celebration will be this Thursday, June 26, 2025. Mr. Blanton reminded everyone that the City offices will be closed Friday, July 4, 2025 but that there will be no interruptions in the residential services. Mr. Blanton stated that the Streets and Public Works Department have been working diligently to complete the paving project downtown. Mr. Blanton stated that our next meeting will be on Monday, July 14, 2025 and that there will be no City Council Work Session Meeting in July. Mr. Blanton stated that the Mount Holly Sports Hall

7 | Page

Draft: 6/23/2025_TD
Approved:

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 23, 2025
COUNCIL CHAMBERS
6:30 PM

of Fame will be held on July 19, 2025 here at the Municipal Complex. Mr. Blanton thanked Mr. Beal for the excellent work that he has done over his 20 plus years of service. Mr. Blanton congratulated Assistant Public Works Director Robert Stewart for being recognized by the North Carolina Rural Water Association with an Administrative Excellence Award.

CLOSED SESSION

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

Mayor Moore entertained a motion to go out of the regular meeting and into Closed Session.

Motion: Councilman Hough made a motion to go out of the regular meeting and into the Closed Session at 7:22 PM. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

Motion: Councilman Hough made a motion to come out of Closed Session and back into the regular meeting at 8:24 PM. Councilman Meadows seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

Motion: Councilman Hough made a motion to adjourn the June 23, 2025 City Council Meeting at 8:24 PM. Councilwoman Harris seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

The meeting adjourned at 8:24 PM



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 9

Approval of Minutes - Closed Session - June 23, 2025

Will this require a public hearing?

No

Background/Purpose of Request

Per the internal staff policy shared with Council, approval of closed session minutes will be part of the consent agenda. A copy of the minutes will be provided under a separate cover to the Council as part of the closed session information packet.

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Attachments

None



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Nathaniel Jones, Planning Technician
Planning

PUBLIC HEARING Item # 1

Public Hearing To Update Section 7.1 Note 28 of the City's Zoning Ordinance to Update the standards for Solar Energy Systems. Case # TA-25-5.

Will this require a public hearing?

Yes

Background/Purpose of Request

Atrium and Charlotte Engineers came to the planning department with a plan to add Car Canopies to provide shade while producing solar power to their Mount Holly Rehabilitation Center. Atrium stated their project will power the entire building during the daytime hours, reducing strain on the south gateway during peak power usage. The clearance needed by Atriums Contractors was greater than 12' tall which under our current ordinance is the peak height allowed in all districts for Ground Mounted Solar Small Energy Systems. The project is rated for 105MPH wind speed. Preliminary structural information is in the attachments.

Planning staff suggested a change to the ordinances and wrote the change for Atrium to pay for and submit, so their project could be in compliance. The change will outline the requirements for commercial properties to have ground-mounted solar systems taller than 12'. The update will give the option of 12-20ft tall Ground Mounted Small Solar Energy Systems at maximum tilt in Commercial Zoning if they meet the minimum lot size of 3 acres and setbacks of 100' from all property lines. Staff wrote the changes to not only benefit Atriums proposed project but for all commercial zoning that may want to build similar projects as solar power becomes a more viable solution.

On July 7th, staff brought this text amendment to the Planning Commission, which voted unanimously to recommend approval of this item. If approved, Atrium will be able to start their Zoning Application and begin their project.

Fiscal Impact

Will Item affect current budget? No
Reviewed by Finance Director? No
Preaudit Certification Required? No
Capital Project Ordinance Required? No
Budget Transfer Required? No

Total City Dollars:	N/A
Budget Code:	N/A
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Planning Commission and Staff recommends approval.

Attachments

1. TA-25-5 Application packet and Redlines
2. Solar Canopy Renderings
3. Engineering Report



**APPLICATION FOR TEXT AMENDMENT
CITY OF MOUNT HOLLY, NORTH CAROLINA**

Date Filed: May 28th, 2025. Application Number: TA-25-5.

I, the undersigned, do hereby respectfully make a formal application for your review of my request concerning the text amendment described below:

1. The amendment is found in the City of Mount Holly Zoning Ordinance relating to:

Note 28, Section C of Ch.12, § 12.6,

2. The following statement best describes what you would like the text amendment to reflect:

See Attached Text Amendment

_____.

3. Name: Bennett Thompson.

Address: 1043 E Morehead St, suite 105, Charlotte, NC 28203.

704-491-3436

Phone Number

bennett.thompson@advocatehealth.org

Email

Bennett Thompson

Signature of Applicant

5/28/2025 |

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning & Development Department, together with the application fee in the amount of \$250.00-plus \$20.00 per page for each page in the City's Zoning Ordinance that requires updating as a result of the text amendment at least 30 days prior to the Planning Commission meeting for initial consideration.

Note 28, Solar Energy Systems.

(A) Intent.

(1) To provide for the regulation of the construction and operation of solar energy facilities in the City of Mount Holly, subject to reasonable conditions that will protect the environment, public health, safety and welfare. Zoning permits are required for all energy systems. Additionally, a special use permit is required for some large energy systems.

(2) All applications for solar energy systems must include a full site plan showing the following:

- (a) Shape and dimensions of the parcel;
- (b) Location of the lot with respect to adjacent rights-of-way;
- (c) Shape, dimensions and location of all buildings or solar panels or arrays, both proposed and existing;
- (d) Square footage of any built upon area;
- (e) Elevation drawing of the solar energy system including, dimensions of each individual system, type and color of all materials; and
- (f) Full buffer plan illustrating compliance with this ordinance.

(B) Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

ACCESSORY SOLAR ENERGY SYSTEM. Any solar collector or other solar energy device, or any structural design feature, mounted on a building or on the ground, and whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating or cooling, for water heating or for electricity.

APPLICANT. The person or entity filing an application under this ordinance.

ENVIRONMENTAL ASSESSMENT. A detailed examination of the applicant's proposal and its local environmental context with an emphasis on avoiding, minimizing and mitigating adverse impacts.

FACILITY OPERATOR. The entity responsible for the day-to-day operation and maintenance of the energy facility.

FACILITY OWNER. The entity or entities having controlling or majority equity interest in the energy facility, including their respective successors and assigns.

PARTICIPATING LANDOWNER. A landowner under lease or other property agreements with the facility owner or operator pertaining to the energy facility.

SOLAR ENERGY. Radiant energy (direct, diffuse and reflected) received from the sun.

SOLAR ENERGY SYSTEM, LARGE. A solar collection system that generates electricity from sunlight to be sold-for-profit to a wholesale electricity market through a regional transmission organization and an inter-connection with the local utility power grid and/or for direct distribution to a number of properties and consumers. Any solar energy system not identified as a small solar energy system shall be considered a **LARGE SOLAR ENERGY SYSTEM**.

SOLAR ENERGY SYSTEM, ROOF-MOUNTED. A solar collection system that is installed upon or is part of the roof of a building or structure located on the subject property. Systems integrated as awnings or attached to the roofs of porches, sheds, carports and covered parking structures also fall under this distinction.

SOLAR ENERGY SYSTEM, SMALL. An accessory solar collection system that generates energy from sunlight for direct consumption on the subject property and/or for inter-connection to the electric utility power grid to offset energy use on the subject property, in accordance with current state net-metering laws.

SPECIAL USE PERMIT. Requirements for special use permits may be found in Ch. 12, § [12.6](#), of the Zoning Ordinance.

(C) *Small solar energy systems.* The following shall constitute the criteria and requirements associated with a small solar energy system.

(1) *Permitted.* Small solar energy systems shall be permitted as an accessory use by right in all zoning districts, subject to the requirements set forth in this ordinance, except for L-I and H-I. Solar energy systems include ground-, pole- and roof-mounted systems.

(2) *Energy.* The energy generated by the small solar energy system shall be used primarily for direct consumption on the subject property and/or for inter-connection to the electric utility power grid to off-set energy use on the subject property, in accordance with current state net-metering laws.

(3) *Zoning permit.* The construction of the small solar energy system shall be in accordance with an approved zoning permit from the City of Mount Holly and building permit from Gaston County.

(4) *Number of allowed small solar energy systems.*

(a) Front yard and front facade placement are prohibited in all **residential zoning districts. Properties that are located in commercial zoning districts greater than three acres may be in the front yard.**

(b) Side yard and rear yard placement allows a maximum of four ground-mounted small solar energy systems per side or rear yard in **residential zoning district.**

(c) Front, side and rear roof slope placement shall be determined by a licensed engineer certifying that the structural integrity of the structure can support the required number of solar panels needed. Solar panels must not compromise the structural integrity of the structure and may be placed in any configuration on a front, side or rear roof slope.

(d) Solar panels may be placed in any configuration on the front roof slope of a structure if glare is mitigated. A licensed engineer must provide a letter stating that the angle of any front roof slope placement of a solar panel will not produce a glare directed towards the street or adjoining properties.

1. *Setback.* Ground- or pole-mounted solar energy systems shall be placed so that no individual component of the solar system may extend into the side or rear setback. Solar energy systems may be placed no closer than ten feet from the rear lot line (except on double frontage lots as defined in § 3.13 of this ordinance) and ten feet from side lot lines **if less than 12 feet above ground when orientated at maximum tilt.** Ground- or pole-mounted solar energy systems shall not be allowed in the front yards of residential properties. **If more than 12 feet above ground when operating at maximum tilt the systems shall not be placed within 100 feet of the side, rear, and front property lines, and the lot must be greater than three acres in size.**

2. *Ground-mounted small solar energy systems.*

a. The total height of the solar energy system, including any mounts shall not exceed 12 feet above the ground when orientated at maximum tilt **in residential zoning districts. The total height of the small solar energy system shall not exceed 20 feet in height when operating at maximum tilt in commercial zoning districts.** If the solar energy system is intended to provide power for outdoor lighting, the system shall not extend higher than the permitted height of the structure to which it is attached and/or interconnected to.

b. The solar energy system shall be mounted onto a pole, rack or suitable foundation, in accordance with manufacturer specifications, in order to ensure the safe operation and stability of the system. The mounting structure (fixed or tracking capable) shall be comprised of materials approved by the manufacturer, which are able to fully support the system components and withstand adverse weather conditions.

c. Multiple mounting structures shall be spaced apart at the distance recommended by the manufacturer to ensure safety and maximum efficiency.

d. Any glare generated by the system must be mitigated or directed away from an adjoining property or adjacent road when it creates a nuisance or safety hazard.

e. It shall be demonstrated that the small solar energy system shall not unreasonably interfere with the view of, or from, sites of significant public interest such as a public park, a state designated scenic road or historic resources.

f. Any electrical wiring used in the system shall be underground (trenched) except where wiring is brought together for inter-connection to system components and/or the local utility power grid.

g. No ground-mounted small solar energy systems shall be affixed to a block wall or fence.

3. *Roof-mounted small solar energy systems.*

a. Roof-mounted small solar energy systems shall include integrated solar shingles, tiles or panels as the surface layer of the roof structure with no additional apparent change in relief or projection (the preferred installation), or separate flush- or frame-mounted solar panels attached to the roof surface.

b. Separate flush- or frame-mounted small solar energy systems installed on the roof of a building or structure shall not:

i. Project vertically above the peak of the sloped roof to which it is attached;
or

ii. Project vertically more than five feet above a flat roof installation.

c. The combined height of a roof-mounted system and the principal structure to which it is attached may not exceed the maximum height for the relative zone, in which it is located, as described in Ch. 5 of this ordinance.

d. It shall be demonstrated that the placement of the system shall not adversely affect safe access to the roof, pathways to specific areas of the roof and safe egress from the roof.

e. Any glare generated by the system must be mitigated or directed away from any adjoining property or adjacent road when it creates a nuisance or safety hazard.

4. *Appearance.*

a. The small solar energy system shall remain painted or finished the color or finish that was originally applied by the manufacturer.

b. All signs, other than the manufacture's identification, installer's identification, appropriate warning signs or owner identification on a small solar energy system shall be prohibited. Not more than one manufacturer label bonded to or painted upon the solar energy system shall be permitted.

(e) No element of the solar system shall reflect sunlight or glare onto a neighboring property or right-of-way. Failure to mitigate glare can result in an enforceable zoning violation.

(5) *Code compliance.*

(a) A small solar energy system shall comply with all applicable Construction and Electrical Codes.

(b) All obsolete or unused systems shall be removed within six months of cessation of operations without cost to the city. Reusable components are to be recycled whenever possible.

(6) *Violations.* Subsequent to the effective date of this ordinance, it is unlawful for any person to construct, install or operate a small solar energy system that is not in compliance with this ordinance or with any condition contained in a zoning permit issued pursuant to this ordinance.

(D) *Large solar energy systems.* The following shall constitute the criteria and requirements associated with a large solar energy system.

(1) *Permitted.* Large solar energy systems shall be a use permitted in the L-I and H-I Zoning Districts with a special use permit. Large solar energy systems are subject to a review and to the requirements set forth in this ordinance. If a large solar energy system does not sell for profit to a wholesale electricity market through a regional transmission organization, then a special use permit shall not be required but the applicant must meet all provisions of this ordinance.

(2) *Energy.* The electricity generated by the large solar energy system shall be sold for profit to a wholesale electricity market through a regional transmission organization and an inter-connection with the local utility power grid and/or for direct distribution to a number of properties and consumers. A business may choose to operate a large solar energy system and not sell the energy for profit to a wholesale electricity market through a regional transmission organization so long as the business primarily utilizes such electricity generated for the business activities on their property and are located in the L-I or H-I Zoning Districts.

(3) *Zoning permit.* The construction of the large solar energy system shall be in accordance with an approved zoning permit from the City of Mount Holly and building permit from Gaston County. If the large solar energy system is to be inter-connected to the local utility power grid, a copy of the conditional approval from the local utility must be provided prior to or at the time of application for the required zoning permit and building permit.

(4) *Setback.* Ground-mounted large solar energy systems shall be setback a minimum of 50 feet from any property line. If the large solar energy system abuts a residential zoning district the solar energy system shall be setback a minimum of 100 feet from any property line.

(5) *Ground-mounted large solar systems.*

(a) The total height of the solar energy system, including any mounts, shall not exceed 20 feet above the ground when oriented at maximum tilt.

(b) Shall be mounted onto a pole, rack or suitable foundation, in accordance with manufacturer specifications, in order to ensure the safe operation and stability of the system. The mounting structure (fixed or tracking capable) shall be comprised of materials approved by the manufacturer, which are able to fully support the system components and withstand adverse weather conditions.

(c) Multiple mounting structures shall be spaced apart at the distance recommended by the manufacturer to ensure safety and maximum efficiency.

(d) A security fence equipped with a gate and a locking mechanism must be installed at a height of eight feet along all exterior sides of the solar farm.

(e) A landscape buffer/screen along all exterior sides of the security fence must consist of (the landscape buffer may be located in the setback areas):

1. On-site mature vegetation exists at a minimum height of ten feet and depth of 50 feet between the security fence and adjacent property including rights-of-way and/or on-site mature vegetation exists at a minimum height of ten feet and depth of 100 feet between the security fence and adjacent property including rights-of-way when abutting a residential zoning district;

2. A single row of evergreens in combination with mature vegetation, installed at a height of five feet achieving opaqueness and a minimum height of ten feet in five years;

3. A double row of off-set evergreens absent mature vegetation, installed at a height of five feet achieving opaqueness and a minimum height of ten feet in five years; or

4. A berm combined with evergreen vegetation installed at a height of five feet achieving opaqueness and a minimum height of ten feet in five years.

a. Any glare generated by the system must be mitigated or directed away from an adjoining property or adjacent road when it creates a nuisance or safety hazard.

b. It shall be demonstrated that the large solar energy system shall not unreasonable interfere with the view of, or from, sites of significant public interest such as a public park, a state designated scenic road or historic resources.

c. Any electrical wiring used in the system shall be underground (trenched) except where wiring is brought together for inter-connection to system components and/or the local utility power grid.

d. No ground-mounted large solar energy systems shall be affixed to a block wall or fence.

(6) *Roof-mounted large solar energy systems.*

(a) Roof-mounted large solar energy systems shall include integrated solar shingles, tiles or panels as the surface layer of the roof structure with no additional apparent change in relief or projection (the preferred installation), or separate flush- or frame-mounted solar panels attached to the roof surface.

(b) Separate flush- or frame-mounted large solar energy systems installed on the roof of a building or structure shall not:

1. Project vertically above the peak of the sloped roof to which it is attached; or
2. Project vertically more than five feet above a flat roof installation.

(c) The combined height of a roof-mounted system and the principal structure to which it is attached may not exceed the maximum height for the relative zone, in which it is located, as described in Ch. 5 of this ordinance.

(d) It shall be demonstrated that the placement of the system shall not adversely affect safe access to the roof, pathways to specific areas of the roof and safe egress from the roof.

(e) Any glare generated by the system must be mitigated or directed away from an adjoining property or adjacent road when it creates a nuisance or safety hazard.

(7) *Appearance.*

(a) The large solar energy system shall remain painted or finished the color or finish that was originally applied by the manufacturer.

(b) All signs, other than the manufacturer's identification, installer's identification, appropriate warning signs or owner identification on a large solar energy system shall be prohibited. Not more than one manufacturer label bonded to or painted upon the solar energy system shall be permitted. An appropriate warning sign concerning voltage must be placed at the main gate to include the name of the solar energy system operator and a local phone number for the solar energy system operator in case of an emergency.

(8) *Code compliance.* The applicant shall be required to provide an engineer as-built drawing which shall certify compliance with all safety requirements required under the code section and the manufacturer's specifications. A large solar energy system shall comply with all applicable Construction and Electrical Codes.

(9) *Removal of solar farm equipment and site restoration.*

(a) The application must include decommissioning plans that describe the anticipated life of the solar energy system, the estimated decommissioning costs in current dollars, the method of ensuring that funds will be available for decommissioning and restoration, and the anticipated manner in which the solar energy system project will be decommissioned and the site restored.

(b) The land owner or tenant must notify the city when the solar energy system is no longer generating electricity and when the decommissioning of the solar energy system will begin.

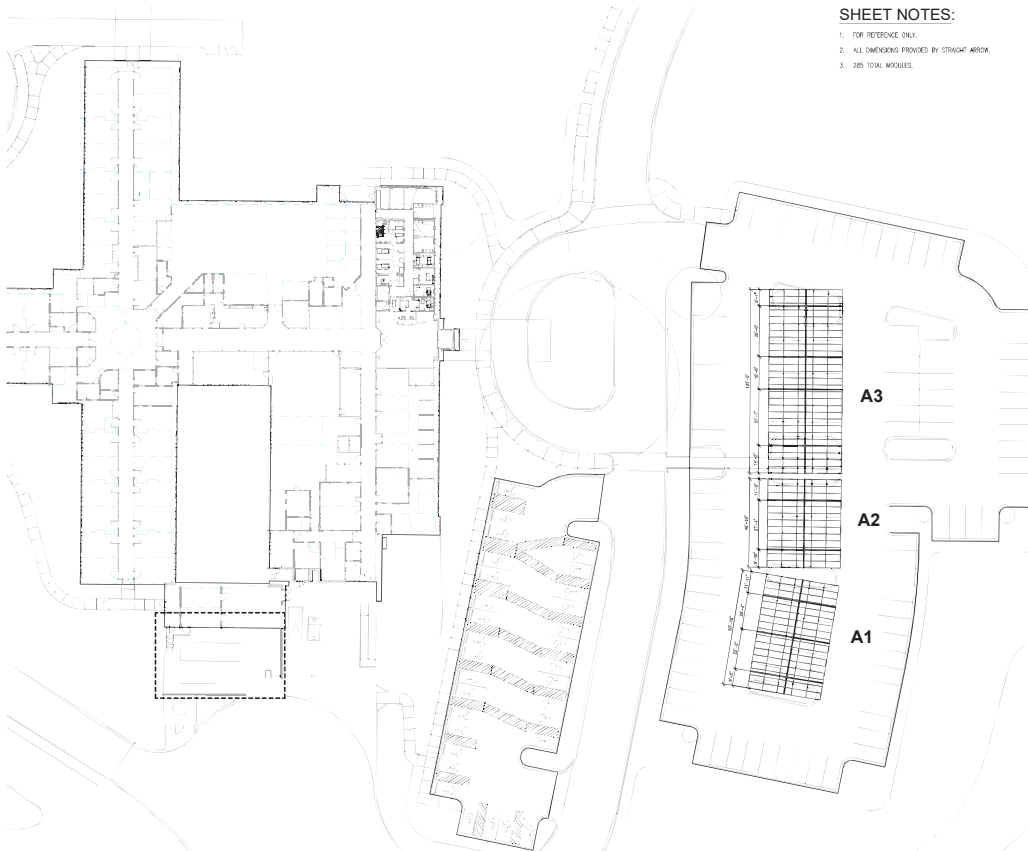
(c) Following a continuous six-month period in which no electricity is generated, the permit holder will have six months to complete decommissioning of the solar energy system. Decommissioning includes removal of solar panels, buildings, cabling, electrical components and any other associated facilities below grade as described in the approved decommissioning plan. The land owner or tenant must notify the city when the decommissioning of the solar energy system is complete.

(10) *Violation.* Subsequent to the effective date of this ordinance, it is unlawful for any person to construct, install, or operate a large solar energy system that is not in compliance with this ordinance or with any condition contained in a zoning permit issued pursuant to this ordinance.



	 RenzCo creative impactful committed info@renzco.com 1.704.709.9707 renzco.com	CLIENT	SHEET NAME			NOTES	SHEET NO.
		MT HOLLY BALLMONT	SOLAR PANEL RENDERINGS				SK1
		PROJECT	SCALE	CHECKED	DRAWN BY		DATE & TIME
		SOLAR PANEL CANOPIES		RU	Author		

[illegible]



SITE PLAN - ARRAY LAYOUT
N.T.S.



SHEET NOTES:

1. FOR REFERENCE ONLY.
2. ALL DIMENSIONS PROVIDED BY STRAIGHT ARROW.
3. 385 TOTAL MODULES.

Q.TRON XL-G2 SERIES

610-635 Wp | 156 Cells
23.7% Maximum Module Efficiency



- High performance Qcells N-type solar cells**
Qcells' Hetero Junction technology with optimized module layout brings cell efficiency up to 23.7%.
- Bi-facial energy yield gain of up to 21%**
Bi-facial Q.Tron XL-G2 modules capture additional energy from the rear side for industry improved LCOE.
- A reliable investment**
Qcells' 10-year material longevity warranty reinforced frame with 3-year product warranty and improved 30-year performance warranty.
- Enduring high performance**
Long-term product warranty with Anti-LiFC and Anti-PID Technology, and SmartPass.
- Frame for versatile mounting options**
High-tensile aluminum alloy frame protects from damage, withstands wind and snow loads of mounting brackets and is compatible with most racking systems.
- Innovative all-weather technology**
Optimized cells, optimized for weather with anti-soiling and high temperature tolerance.

The ideal solution for:
• High performance
• Long-term investment
• Versatile mounting options



Q.TRON XL-S2 SERIES

- Mechanical Specifications**
Mount: 60 x 60 x 1.5 mm (2.4 x 2.4 x 0.06 in) (Aluminum Extrusion)
Weight: 18.5 kg (40.8 lbs)
Panel Size: 2100 x 1300 mm (82.7 x 51.2 in)
Back Sheet: 3.0 mm (0.12 in) Teflon-coated PET
GCR: 4.1 (2.0 mm max) (0.079 in max) (per module)
Operating Temperature: -40°C to +85°C (-40°F to +185°F) (Cell Temperature: -40°C to +125°C (-40°F to +257°F))
Wind Load: 2400 Pa (48.0 psf) (per module)
Snow Load: 1.6 kN/m² (33.7 psf) (per module)
Cable: 4-core PV cable (UL 4713) (10 AWG) (1.5 mm²) (0.054 in²) (per module)
Grounding: Grounding cable (UL 4713) (10 AWG) (1.5 mm²) (0.054 in²) (per module)

Electrical Characteristics

Parameter	610	635	650	675	700	725
Maximum Power (P _{max})	610 W	635 W	650 W	675 W	700 W	725 W
Power at MPPT (P _{mppt})	610 W	635 W	650 W	675 W	700 W	725 W
Short-Circuit Current (I _{sc})	9.5 A	9.5 A	9.5 A	9.5 A	9.5 A	9.5 A
Open-Circuit Voltage (V _{oc})	40.0 V	40.0 V	40.0 V	40.0 V	40.0 V	40.0 V
Current at MPPT (I _{mppt})	9.5 A	9.5 A	9.5 A	9.5 A	9.5 A	9.5 A
Voltage at MPPT (V _{mppt})	39.0 V	39.0 V	39.0 V	39.0 V	39.0 V	39.0 V
Efficiency (%)	23.7	23.7	23.7	23.7	23.7	23.7

Maximum Power (P_{max}) is the maximum power output of the module under standard test conditions (STC). P_{mppt} is the maximum power output of the module under maximum power point tracking (MPPT) conditions. I_{sc} is the short-circuit current under STC. V_{oc} is the open-circuit voltage under STC. I_{mppt} and V_{mppt} are the current and voltage at the maximum power point under MPPT conditions. Efficiency is the ratio of the maximum power output to the incident solar radiation.

Temperature Coefficients: P_{max} -0.45%/°C, V_{oc} -0.25%/°C, I_{sc} 0.05%/°C. Temperature Coefficients: P_{mppt} -0.45%/°C, V_{oc} -0.25%/°C, I_{sc} 0.05%/°C.

Temperature Coefficients: P_{max} -0.45%/°C, V_{oc} -0.25%/°C, I_{sc} 0.05%/°C. Temperature Coefficients: P_{mppt} -0.45%/°C, V_{oc} -0.25%/°C, I_{sc} 0.05%/°C.

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MODULE CUT SHEETS



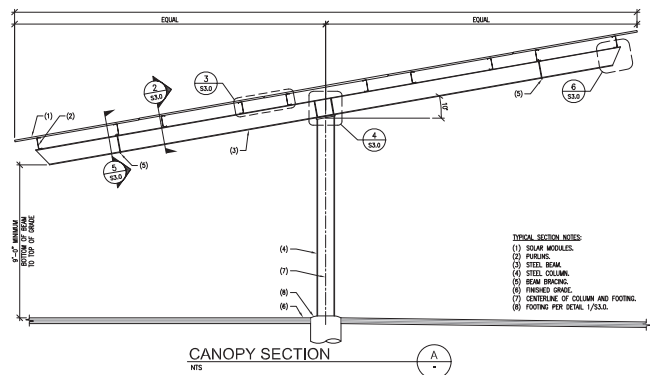
PROJECT NUMBER: 25010
ANWAY ENGINEERING, INC.
www.anway.com

ATRIUM - MOUNT HOLLY
SOLAR CANOPIES
275 BEATTY DRIVE
BELMONT, NORTH CAROLINA 28232

DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: 06/17/2025
SCALE: 1/8"=1'-0"
REVISIONS: [blank]
1. 06/17/2025
2. 07/17/2025
PROPOSED BY: [blank]

FULL SITE PLAN
ARRAY LAYOUT

S2.0

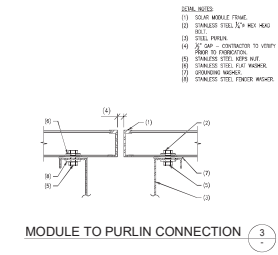
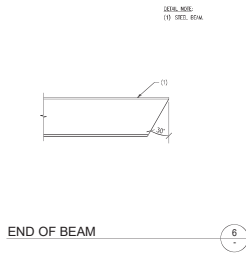
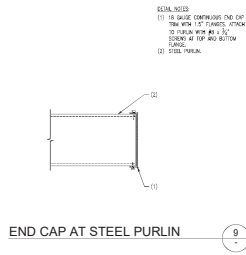
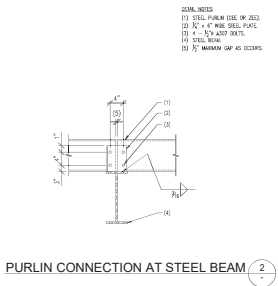
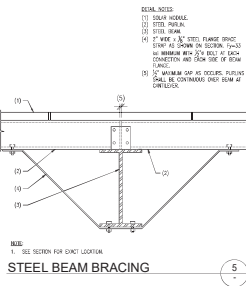
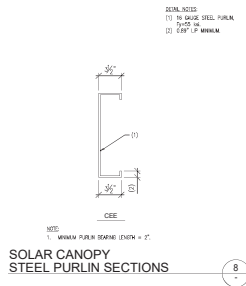
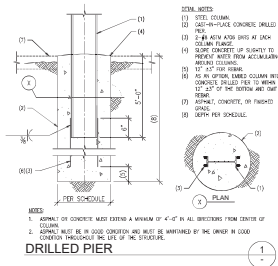
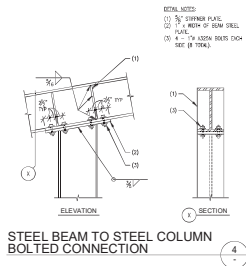
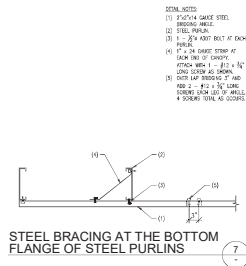


PROJECT NUMBER: 25010
 SAKAY ENGINEERING, INC.
 10000 Highway 100, Suite 100
 Charlotte, NC 28226

ATRIUM - MOUNT HOLLY
 SOLAR CANOPIES
 275 BEATTY DRIVE
 BELMONT, NORTH CAROLINA 28232

DRAWN BY:	SL	CHECKED BY:	SL
DATE:	06/17/2025	SCALE:	1/12
REVISIONS:	1	PROPOSED SET	
	2	7/1/2025	PROPOSED SET

S2.1



PROJECT NUMBER: 25010

STRAY ENGINEERING, INC.

276 BEATTY DRIVE

BELMONT, NORTH CAROLINA 28232

DESIGNED BY	DATE	CHECKED BY	DATE
1/1/2025	1/1/2025	1/1/2025	1/1/2025
1/1/2025	1/1/2025	1/1/2025	1/1/2025
1/1/2025	1/1/2025	1/1/2025	1/1/2025

DETAILS

S3.0



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Faith Moore, Planning Intern
Planning

PUBLIC HEARING Item # 2

Public Hearing to Consider a Text Amendment to Update Section 153.049 of the City's Subdivision Ordinance to Provide Standards for Access & Fire Safety for Construction Sites. Case # TA-25-6.

Will this require a public hearing?

Yes

Background/Purpose of Request

This proposed text amendment has been submitted by staff to add a new Section 153.049.N to the Subdivision and Land Development Ordinance. The amendment aims to establish minimum requirements for fire access and fire protection at new construction sites, aligning with the standards outlined in Chapter 14 of the North Carolina Fire Code.

These requirements are particularly relevant for "shell building" projects and other developments that involve standpipe systems and/or private fire hydrants. The intent is to enhance public safety by ensuring adequate emergency access and improving fire protection measures during and after construction.

Staff has been working directly with the Fire Chief and Fire Marshal to ensure that the proposed text amendment meets the need of their Department-while trying to improve the safety of construction sites.

The Planning Commission heard this case at their July 7th meeting, and voted unanimously to recommend approval of this proposed measure.

Fiscal Impact

Will Item affect current budget?	No
Reviewed by Finance Director?	No
Preaudit Certification Required?	No
Capital Project Ordinance Required?	No
Budget Transfer Required?	No
Total City Dollars:	NA
Budget Code:	NA
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Staff recommends approval of the proposed text amendment.

Attachments

1. Fire Access Roads Text Amendment Application
2. Section 153.049 Redlines



APPLICATION FOR TEXT AMENDMENT
CITY OF MOUNT HOLLY, NORTH CAROLINA

Date Filed: **06-17-2025**. Application Number: **TA-25-6**

I, the undersigned, do hereby respectfully make a formal application for your review of my request concerning the text amendment described below:

1. The amendment is found in the City of Mount Holly Zoning Ordinance relating to: **Amend the Subdivision and Land Development Ordinance Sections 153.049 to establish minimum requirements for fire access and fire protection at new construction sites.**
2. The following statement best describes what you would like the text amendment to reflect: **This proposed text amendment has been submitted by staff and would establish minimum requirements for fire access and fire protection at new construction sites, with a focus on shell buildings and developments that include standpipe systems or private fire hydrants. The amendment aligns with Chapter 14 of the North Carolina Fire Code to ensure adequate emergency access and improve fire safety during construction.**
3. Name: **Faith Moore, Planning Intern.**
Address: **400 E Central Avenue Mount Holly, NC 28120.**

704-951-3017

Phone Number

Faith Moore

Signature of Applicant

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning and Zoning Department, together with the application fee in the amount of **\$250.00** (See **Fee Schedule**) at least 30 days prior to the Planning Commission meeting for initial consideration.

Section §153.049

(N) Requirements for Access and Fire Protection at Construction Sites

1. General Standards

- a. Fire Access Roads must be installed and maintained during construction. Developers must ensure that on-street parking of workers and placement of dumpsters do not reduce the roadway width below 20 feet or obstruct traffic flow.
- b. Combustible waste and construction debris shall be kept to a minimum and shall not be located as to obstruct any access road or fire appliance.
- c. Any parking deck may NOT be used unless all guidelines established here-in are followed, AND the required fire separation between the deck and attached structure is in place with all openings protected with fire doors or other opening protections

2. Fire Department Access Roads

- a. Once vertical construction begins, there shall be a fire access road that enables the fire department to access the site, and this road shall be capable of reaching with-in 100 feet of temporary or permanent sprinkler or standpipe connections. In addition, this road shall:
 - i. Be of an all-weather driving surface capable of handling the imposed load of fire apparatus (up to 80,000 pounds).
 - ii. Be no less than 20-feet wide and have a vertical clearance of no less than 14 feet.
 - iii. Have a minimum turning radius of 42 feet outside and 30 feet inside.
 - iv. Have a slope no greater than 10%. Roads with a dead-end that exceeds 150 feet shall be provided with an approved turnaround such as a hammerhead or other approved method.
 - v. Any gate or other security device shall either have a Knox padlock, or be arranged such that we can gain entry quickly with forcible entry tools (i.e. bolt cutters, etc.).
 - vi. Be maintained throughout the project until permanent fire access roads are available.

3. Signage

- a. The access road point of entry shall be posted with a sign that meets the following criteria: The sign shall be of a durable material that can withstand inclement weather conditions. This sign shall read "Fire Department Access" and shall also include the address of the project.
- b. The sign shall have a minimum dimension of 3' x 3' and shall have a red background with white lettering. Lettering and numbering shall be of a reflective material.

- c. Lettering and numbering for signs shall be a minimum of 6 inches in height, except in cases where space is an issue, the address numbers and lettering may be reduced to 4 inches in height.
 - d. Sign shall be posted so that the bottom of the sign is no less than 6 feet above grade.
- 4. Fire Protection:
 - a. Once vertical construction begins or once combustible materials are brought onto the site, per the North Carolina Fire Code - Chapter 14, an approved water supply for fire protection shall: Be installed and approved by MHFD, and maintained operable throughout the construction process. If this water supply is a temporary water tank or other cistern, a quantity sufficient to meet the needed fire flow for a 30-minute period shall be provided.
 - i. If the water supply is a private or public hydrant, they shall remain fully accessible at all times and shall never be blocked by construction vehicles or debris.
 - ii. The temporary access road shall be such that no hydrant or temporary water supply is more than 100 feet from the access road.
 - b. For buildings that incorporate a fire standpipe system:
 - i. There shall be at least one standpipe provided for use during construction.
 - ii. The standpipe shall be installed once construction progresses more than 40 feet above the lowest level of fire department access.
 - iii. Standpipes shall be provided with fire hose connections at accessible locations either adjacent to usable stairs, or in their permanent locations in stairways if provided.
 - iv. As construction continues, standpipes shall progress to within one floor of the highest floor of construction having secured decking or flooring.
 - c. Fire extinguishers shall be:
 - i. Installed and maintained on all floor levels at each stairway.
 - ii. Shall be checked daily by the superintendent of their designee.
 - iii. Additional extinguishers shall be required and located nearby those areas during special operations such as welding and cutting, handling of flammable liquids, etc.



Regular Meeting Agenda Action Form

Meeting Date

July 14, 2025

From

Jonathan Blanton, City Manager
City Management

NEW BUSINESS Item # 1

City Manager Report

Will this require a public hearing?

No

Background/Purpose of Request

City Manager Update

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation**Attachments**

None